

December 17, 2024

Sent by email only to: oakes.karissa@epa.gov  
Karissa Oakes, Inspector  
United States Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

RE: Response to Request for Information, Docket No.CWA-308-ROI-FY24-30

Dear Inspector Oakes:

This letter and attachments are the Midcoast Regional Redevelopment Authority (“MARRA”) response to the October 1, 2024 information request pursuant to Section 308 of the Clean Water Act which MARRA received from the EPA on October 2, 2024 (“EPA Information Request”). As you are aware, MARRA requested and EPA granted an extension of time to respond to the EPA Information Request to December 17, 2024.

In order to organize the response, we’ve included a full copy of the EPA Information Request and inserted narrative responses to each request in italics immediately below the question and, where necessary, identifying exhibits which are included following the entirety of the narrative responses (“MARRA Response”).

MARRA is not asserting business confidentiality claims and notes that the response will require supplementation as work is ongoing. MARRA will correct any portion of the MARRA Response as required.

We hope this information is helpful.

Sincerely,

  
Steve Levesque  
Interim Executive Director  
Midcoast Regional Redevelopment Authority

## MRRRA Narrative Responses to EPA CWA 308 Request for Information Questions

Re: Questions I.1 through Question I.12 relate to the discharge of AFFF at the Brunswick Executive Airport located at 15 Terminal Rd. (the “Facility”) on August 19, 2024.

I. Please provide a detailed description of the above-referenced discharge (the “Spill”), including:

1. The name of all water bodies into which AFFF was discharged.
  - a. Describe the pathway(s) that spilled material traveled (via surface water, groundwater, sewer or stormwater infrastructure, and/or directly via wind), starting from the original spill point (i.e., the location of the AFFF release) to all water into which AFFF flowed. Include a detailed diagram illustrating the pathway(s) described; and

*The AFFF discharged from the fire suppression system in Hangar 4 into an oil/water separator and into retention pond “A”, which is part of Brunswick Landing’s historical stormwater management system. Maine Department of Environmental Protection (“MEDEP”) August 21, 2024 Update (Exhibit 1). Ultimately, four stormwater retention ponds were impacted by foam. See MEDEP August 26, 2024 Update (Exhibit 2). The wind also blew foam to a Navy-owned field southeast of Pond B. MEDEP September 19, 2024 Update (Exhibit 9). AFFF also reached the Brunswick Sewer District public sanitary sewer system and wastewater treatment facility. MEDEP October 3, 2024 Update (Exhibit 12). The furthest distribution of foam appears to have been the stormwater drainage system above Harpswell Cove, including the outlet of Picnic Pond. MEDEP September 7, 2024 Update (Exhibit 7).*

*Here is a link to the MEDEP interactive map of sampling locations: [Maine DEP: AFFF Release at Brunswick Executive Airport](#).*

- b. Describe the most distant and/or downstream water to have been impacted by the Spill.

*The most distant/downstream water that may have been impacted by the Spill was Harpswell Cove, where PFAS levels are diluting quickly. MEDEP September 19, 2024 Update (Exhibit 9). Foam was detected in the stormwater drainage system above Harpswell Cove. MEDEP September 7, 2024 Update (Exhibit 7).*

2. The total quantity of AFFF spilled, and the approximate quantity discharged into each of the above-referenced waterbodies or adjoining shoreline.

*On August 19, 2024 approximately 1450 gallons of AFFF mixed with approximately 50,000 gallons of water was released from the fire suppression system in Hangar 4 of Building 250. The release made its way into the oil/water separator and then into the Brunswick sanitary sewer system. Foam that made its way out of Hangar 4 under hangar doors to the area just outside the hangar that was ultimately transported into retention pond "A" traveled via stormwater catch basins. The actual proportional distribution of the 51,450 gallons of the AFFF/water mix into the sanitary sewer and stormwater collection system is unknown.*

3. The cause of the release of AFFF.

*MARRA has retained Poole Fire Inspection Services to conduct a detailed Root Cause Analysis. Early indications are that the fire alarm panel received a signal from the flow switch in one of the risers indicating an active flow situation causing the foam system to activate all six wall mounted foam cannons as designed. Once the detailed Root Cause Analysis Study is complete, MARRA will provide a copy of that study to EPA as a supplement to this response.*

4. Any environmental damage resulting from the Spill, including, but not limited to, fish kills, dead waterfowl or animals, stained vegetation or soil. Provide any documentation in your possession related to the environmental damage resulting from the Spill, including all sampling results since the Spill.

*There were no fish kills, dead waterfowl or animals resulting from the Spill. Summaries of sampling results and other environmental impacts are below. For comprehensive sampling results, please see the MEDEP interactive map of sampling locations: [Maine DEP: AFFF Release at Brunswick Executive Airport](#).*

*Water Sampling*

*On August 19, 2024, the MEDEP took four samples to "evaluate immediate impacts to the environment and understand the potential for impacts to groundwater." MEDEP August 21, 2024 Update (Exhibit 1). These samples detected PFOS as the primary contaminant, and the specific PFOS levels were as follows: (1) Storage Tank AFFF product sample: 3230 ppm; (2) mixed product sample (AFFF + water): 7.52 ppm; (3) surface water retention pond inlet sample: 1.04 ppm; and (4) surface water retention pond outlet: 0.000701 ppm. MEDEP August 26, 2024 Update (Exhibit 2). Following the spill, MEDEP also collected water samples at Harpswell Cove and at stormwater retention ponds. Id. Pursuant to a sampling plan, MEDEP planned to collect samples as follows: (i) surface water sampling: twice weekly; (ii) retention pond sampling: daily; (iii) marine sampling: once a week. MEDEP August 28, 2024 Update (Exhibit 3).*

*By August 22, PFAS concentrations were already declining in the stormwater retention pond inlet. MEDEP September 3, 2024 Update (Exhibit 5). August 22 results for this inlet as compared to August 19 results are shown in the table below:*

	<b>August 19, 2024</b>	<b>August 22, 2024</b>
<b>PFOS (ng/L)</b>	1,040,000	197,000
<b>Total PFAS (All Compounds) (ng/l)</b>	1,231,860	255,287.90

*Id.*

*As of September 7, MEDEP had conducted nine PFAS surface water system sampling events since the spill, including in the Harpswell Cove stormwater drainage system, in Harpswell Cove, and at Pond In and Pond Out. MEDEP September 7, 2024 Update (Exhibit 7). Results from the first ten days of sampling demonstrated decreasing concentrations of PFAS in areas of the stormwater drainage system closer to the spill and where Merriconeag Stream and Mare Brook meet. MEDEP September 12, 2024 Update (Exhibit 8). However, areas further from the spill, including both the retention pond outlet and the salt marsh above Harpswell Cove had increased PFAS levels, likely due to the slow flush rate of the pond and tidal cycling and natural flow in the marsh. *Id.*; MEDEP September 7, 2024 Update (Exhibit 7). Additionally, results showed PFAS contamination in Harpswell Cove, but at low levels. MEDEP September 12, 2024 Update (Exhibit 8). Over time, most samples continued to show PFAS decline, with the retention pond outflow still having higher PFAS concentrations than other areas. MEDEP October 3, 2024 Update (Exhibit 12).*

*AFFF from the spill did reach the Brunswick Sewer District (“BSD”) public sanitary sewer system and the wastewater treatment facility. *Id.* MEDEP took effluent samples from the BSD and found concentrations of PFAS that exceeded 34.2 ppt, the historical average in these facilities. MEDEP October 3, 2024 Update (Exhibit 12). However, these concentrations have been declining. *Id.* Due to concerns about PFAS entering the Androscoggin River through the Brunswick wastewater treatment plant, follow up samples were taken in four locations on the river. MEDEP September 26, 2024 Update (Exhibit 11). Results for PFOS in all four Androscoggin sites showed levels below 4 ng/L, which did not exceed the amount typically found in that type of water body in Maine (<5 ng/L). *Id.* Additional results from August 27 and September 5 samples of the Androscoggin River are as follows: above the Brunswick Sewer District Effluent Outfall: 5.1 and 4.6 ppt; three areas below the outfall: 3.9-6.5 ppt (measurements based on the total of six PFAS compounds found in the Maine interim drinking water standard). MEDEP September 20, 2024 Update (Exhibit 10).*

*Samples were also taken from Merriconeag Stream and Mare Brook. *Id.* A September 4 Sample from Merriconeag Stream showed 39,300 ng/L of PFOS. MEDEP September 26, 2024 Update (Exhibit 11). An August 28 sample from an upstream location of Mare Brook showed 2.84 mg/L of PFOS, but a downstream location sample from September 4 showed 6,480 ng/L of PFOS. *Id.**

*Following ten surface water sampling rounds, late October results continue to show a significant decline in PFAS levels, but these levels are still higher than they were before the spill. MEDEP October 21, 2024 Update (Exhibit 13). No significant rebounds were observed in late October results, and the levels continue to decline. Id. Due to this trend, in November MEDEP planned to move to monthly sampling rather than weekly sampling. Id.*

#### Private Water Source Sampling

*Following the spill, MEDEP developed a sampling and analysis plan to take additional samples to determine whether nearby wells were impacted. MEDEP August 21, 2024 Update (Exhibit 1). Specifically, MEDEP sampled private water sources on Coombs Road, Hawkins Lane, and Purinton Road. MEDEP September 12, 2024 Update (Exhibit 8). Thirty-four samples were obtained, and MEDEP received results from most of them, none of which showed PFAS levels above the Maine Interim Drinking Water Guideline of 20ppt. MEDEP September 26, 2024 Update (Exhibit 11). Private water sampling will continue in three-month intervals for a year. Id.*

#### Soil Sampling

*On September 5, MEDEP planned to take soil samples from three locations to test for PFAS. MEDEP September 5, 2024 Update (Exhibit 6). The locations included “an area near Hangar 4, the grassy area west of the Recreation Center, and an onsite areas off Neptune Drive near the confluence of Ponds B and C (south of the Brunswick-Topsham Land Trust property).” Id. All PFAS concentrations in the soil samples were above urban developed soils background levels but lower than the States Remedial Action Guidelines for a park user exposure scenario. MEDEP September 19, 2024 Update (Exhibit 9). While the PFAS levels were close to background levels for the first two sites, these levels were above background for a field southeast of detention Pond B. Id. That same location had seen accumulation of foam after the spill. Id. In October, MEDEP announced that it would take more samples from the same Pond B area. MEDEP October 21, 2024 Update (Exhibit 13).*

#### Shellfish Sampling

*In September, MEDEP took fish tissue samples from the Androscoggin River, Merriconeag Stream, and Mare Brook. MEDEP September 3, 2024 Update (Exhibit 5); MEDEP September 26, 2024 Update (Exhibit 11). Additionally, MEDEP sampled shellfish in Harpswell Cove and planned to take follow-up samples in October and November. MEDEP October 21, 2024 Update (Exhibit 13). Specifically, MEDEP sampled blue mussel and softshell clam in September, and planned to sample blue mussel, softshell clam, and quahog in October and November. Id. September results will not be available until December. Id.*

#### Public Advisories

*Following the spill, the Maine CDC issued several warnings to the public. They recommended that the public not come in contact with the foam or engage in activities*

*that could lead to such contact, including boating, swimming, and wading. MEDEP August 26, 2024 Update (Exhibit 2). Additionally, the CDC advised the public to not eat or limit consumption of fish from the bodies of water near the Naval Air Station, including Merriconeag Stream, Mere Book, and Picnic Pond. Id.; MEDEP August 21, 2024 Update (Exhibit 1). However these recommendations were based on PFAS detected in fish before the spill--the spill was not the reason that CDC issued this advisory. MEDEP August 26, 2024 Update (Exhibit 2).*

#### *Drinking Water*

*The spill did not impact the public drinking water supply, and such water is safe to drink. MEDEP August 26, 2024 Update (Exhibit 2). However, the Brunswick Topsham Water District discontinued use of the closest wellfield in order to avoid impacts from the release. MEDEP August 21, 2024 Update (Exhibit 1).*

#### *Wildlife*

*No wildlife impacts were reported following the spill. MEDEP August 26, 2024 Update (Exhibit 2).*

5. Any actions taken to control and/or remove the spilled material from the environment and/or to mitigate the Spill's effects on the environment, including a summary of the costs of such actions incurred through the date of this letter.

*Within hours of the spill, a Unified Command was established, consisting of MEDEP, Maine Department of Health and Human Services' Maine Center for Disease Control and Prevention ("Maine CDC"), MRRRA, U.S. EPA, Town of Brunswick, and U.S. Coast Guard. MEDEP August 21, 2024 Update (Exhibit 1). The Unified Command reviewed possible mitigation strategies and determined that it would use foam removal as the primary recovery method. MEDEP August 28, 2024 Update (Exhibit 3). Additionally, MRRRA and MEDEP worked with Clean Harbors and Republic Services to respond to the spill. MEDEP August 26, 2024 Update (Exhibit 2). As of August 30, 2024, discharge in Hangar 4 had been fully mitigated and planes cleaned. MEDEP August 30, 2024 Update (Exhibit 4). Four vacuum trucks were also sent to remove foam from the surface water detention ponds affected by the spill, and any water collected during the response that was affected by PFAS was planned to be sent off site for proper disposal. MEDEP August 26, 2024 Update (Exhibit 2). As of August 30, 2024, 18,574 gallons of water and foam had been collected. MEDEP August 30, 2024 Update (Exhibit 4). Additionally, the catch basins and stormwater piping that lead to the retention ponds were flushed. Id.*

*To identify the location of foam on surface waters, the Unified Command used a University of Maine Augusta drone program to survey surface water pathways, including more remote areas downstream. Id; MEDEP August 28, 2024 Update (Exhibit 3).*

*MARRA hired Sevee & Maher Engineers (SME) as an environmental contractor to assist with transitioning to long-term remediation from an emergency response. MEDEP September 5, 2025 Update (Exhibit 6). As part of this transition, the Unified Command stopped its operations, leaving oversight of the remediation efforts to MEDEP and MARRA. Id. As of September 5, 2024, foam collection was no longer necessary at most sites and MARRA, in consultation with MEDEP, reduced foam removal to every other day rather than daily. Id. Since September 6, foam has not been seen. MEDEP September 19, 2024 Update (Exhibit 9).*

*As of September 5, plans had been made to dispose of contaminated water contained in frac tanks by removal from the site in increments of 5,000 gallons. MEDEP September 5, 2024 Update (Exhibit 6). By September 26, 2024, all water stored in frac tanks was removed and sent off for proper disposal, about 30,000 gallons. MEDEP September 26, 2024 Update (Exhibit 11).*

- a. With respect to the costs described immediately above, a breakdown of the costs incurred by MARRA, the Navy, state entities, municipal entities, and any other entities; and

*On the morning of August 19, MARRA Executive Director, Kristine Logan signed an agreement with Clean Harbors establishing the terms and conditions under which Clean Harbors would contain, recover and remove waste caused by the AFFF spill from Hangar 4, provide a site evaluation and decontamination services, the transportation, storage, treatment or disposal of waste materials, technical services including sampling, laboratory analysis the personnel and equipment to provide such services. (Exhibit 20) As of December 10, 2024, MARRA had received invoices from Clean Harbor totaling \$551,149.35. (Exhibit 20)*

*MEDEP determined that additional clean-up help was required and entered into an Agreement with Republic Services with instructions to bill MARRA. MARRA was billed a total of \$75,546.76 from Republic Services for clean-up services. (Exhibit 20)*

*MARRA has also been invoiced \$7,076.48 from Sunbelt Rent to rent a scissor lift to clean the walls in hangar 4, \$4,345.66 to replace flooring in Building 250 and Hangar 4, \$22,188.19 in legal fees to advise the MARRA Board of Trustees, and \$495.00 on replacing foam release modules by Eastern Fire. (Exhibit 20) Invoices received as of December 10 total \$660,801.44. (Exhibit 20)*

*There are also three preliminary estimates (no invoices received) of additional costs. Those include an estimated cost of providing a replacement boom to Clean Harbors of \$16,714.79, \$38,406 to the United States Coast Guard for its staff support during the initial cleanup phase (August 20 through September 3) and*

*staff support from MEDEP as of September 3 of \$58,254.38. With these preliminary cost estimates included the total estimated cleanup cost to date is \$774,176.62 (Exhibit 20). In addition to these costs, MRRRA lost revenue due to early termination of the Precision Air lease. (Exhibits 19 and 20)*

*On August 21, 2024 MRRRA filed insurance claims under three policies. As a quasi-state agency, MRRRA purchases building insurance and an airport policy is through the Maine Bureau of Risk Management, a bureau of the State of Maine. The building insurance policy (a self-insured plan with an excess policy through Travelers Insurance) has a pollution cap of \$250,000. On December 9, the Bureau noted that it would pay the claim up to the cap.*

*MRRRA purchases an airport insurance policy through the Bureau of Risk Management but is underwritten by Chubb Insurance. On September 25, Chubb Insurance denied coverage of this event under the PFAS exclusion portion of the policy. MRRRA also purchases a commercial liability policy through the Cross Insurance Agency which has higher limits on commercial liability than the \$400,000 tort claims limit of \$400,000 allowed for our agency under Maine law. On September 3, we received notice from Acadia Insurance that it would not cover any claim related to this spill because of PFAS exclusion under the policy.*

*On September 30, 2024, Senators Angus King and Susan Collins and Representative Chellie Pingree sent a letter to Navy Secretary Carlos Del Toro asking for assistance in the cleanup at Brunswick Executive Airport. The Navy responded on October 24, 2024 indicating that it had deployed a contractor to remove PFAS from the Hangar 4 fire suppression system. (Exhibit 20) On November 1, 2024 the Navy notified MRRRA that removal of AFFF from the Fire Protection Room and from the Hangar AFFF system along with draining and rinsing of the system was complete and that the water only system was back on-line with all Navy activities at Hangar 4 expected to be complete by November 6. (Exhibit 26) MRRRA is not aware of any Navy testing of the water used to rinse the Hangar 4 AFFF system to confirm removal of PFAS.*

*In verbal communication with the Navy BRAC Office, they have taken the position that because the Navy/MRRRA LIFOC states that the lease premises was delivered "as-is, where is" condition and that "the Lessee shall, at its own expense, furnish all labor, supervision, materials, supplies and equipment necessary for the operation, maintenance and repair of the following building systems and appurtenances: structural (including roof); fencing; plumbing; electrical; heating and cooling systems; exterior utility systems (including fire hydrants and mains); pavement and grounds maintenance (including grass cutting, shrub trimming, snow removal, street cleaning and tree removal); pest and weed control; security and fire protection within Leased Premises; refuse collection, removal and disposal; and utilities maintenance necessary for the protection of Leased*

*Premises. Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full and sole responsibility for the protection, maintenance and repair of Leased Premises as set forth in this section.” This verbal response is consistent with the Navy’s October 24, 2024 letter indicating that, with regard to the other hangars at Brunswick Landing, MRRRA is responsible for addressing all issues and Navy discussion of limits on MRRRA use in its June 24, 2024 letter to MRRRA regarding removal of the AFFF system no later than March 31, 2025. (Exhibits 20 and 26. This position is inconsistent with the Navy’s letter to MRRRA dated June 24, 2024 which states that the Navy is required by Section 322 of the National Defense Act of 2020 to “effect complete removal of AFFF by October, 2024.” (Exhibit 26)*

*On November 6, MRRRA sent a letter to Ms. Thuane Fielding, Director of the Navy BRAC Program Management Office in Philadelphia, PA requesting financial assistance by a deferral of MRRRA Economic Development Conveyance Covenant Payment of 25% of any sale or lease revenue for the next five years. The payment scheduled for FY 2024, which would normally be made in December totaled \$140,819.70. No response has been received as of the date of this submission.*

*Since MRRRA acquisition of the airport in 2011 and the emergence of PFAS containing chemicals as an “emerging containment” MRRRA has, on multiple occasions, sought guidance from the EPA, MEDEP, FAA and US Navy on how best to address the AFFF systems in the hangars. Section 5.3 of the MRRRA SWPPP (Exhibit 18); see also letters from MRRRA to Navy, MEDEP and the Town of Brunswick seeking to address PFAS issues (Exhibit 18). Unfortunately, MRRRA has not received any such guidance. What guidance can EPA provide now on helping MRRRA address the issue, and are there any financial resources available at EPA to assist with its removal from the hangars and/or installation of alternative technologies?”*

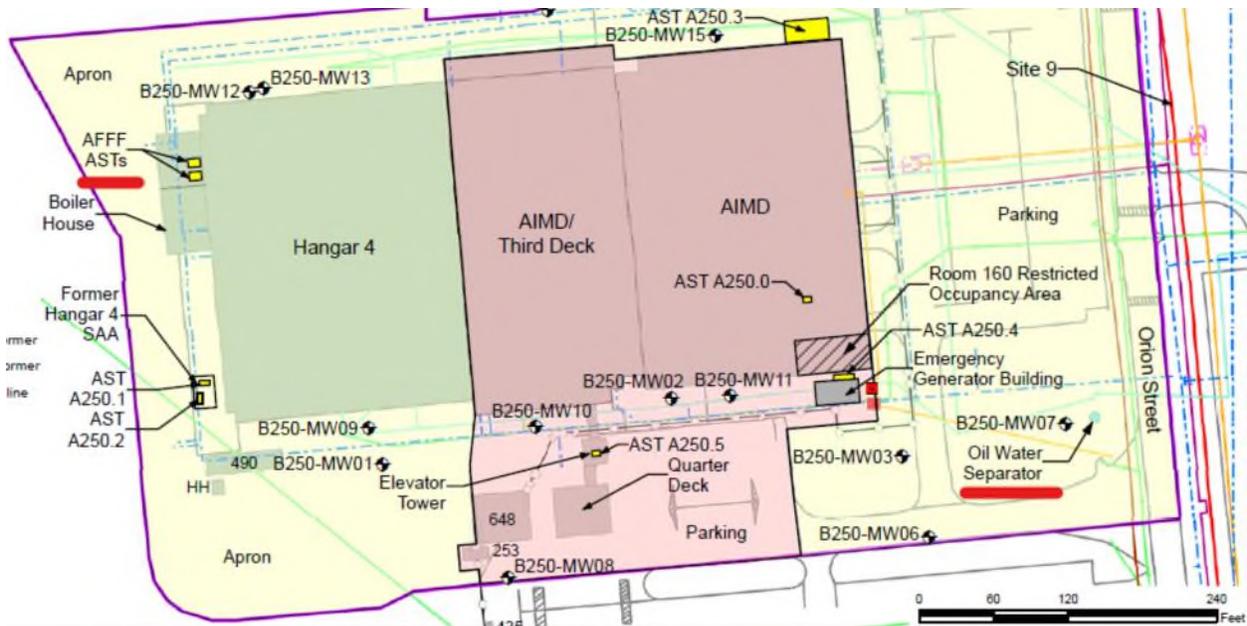
*Despite this lack of guidance, MRRRA engaged Sevee & Mahar (see below) to assist MRRRA in updating its Stormwater Pollution Prevention Plan (SWPPP) and developing a “first of its kind” PFAS specific Spill Prevention Control and Countermeasure (SPCC) Plan for the hangar AFFF systems.*

- b. Where different from the previous response, a breakdown of the responsibility for the costs described above, as divided among MRRRA, the Navy, state agencies, municipal entities, and/or other entities.
6. All actions and measures taken following the Spill to prevent a recurrence.

*MRRRA took the following immediate actions to address the Spill and eliminate any recurrence:*

1. *Sought and identified Poole Fire Inspection Services to conduct a “Root Cause Analysis” of the Hangar 4 release;*
  2. *Engaged Poole Associates for a hangar Risk Assessment and development of interim monitoring program for the hangar ATFF systems;*
  3. *Engaged Sevee and Mahar Engineers, Inc. (SME) to assist MRRRA staff in updating MRRRA’s current Stormwater Pollution Prevention Plan (SWPPP) and develop a specific PFAS Spill Prevention, Control & Countermeasure (SPCC) plan for the hangars at the Brunswick Executive Airport to address new management protocols for AFFF releases. MRRRA operations do not trigger any SPCC requirement. Also seeking guidance recommendations from USEPA, Maine DEP, the US Coast Guard, and the US Navy on national PFAS spill management protocols and best management procedures;*
  4. *Working with Safespill representatives on refining project proposal and exploring funding solutions for new fire suppression technology that do not require AFFF; and*
  5. *Actively seeking funding opportunities for AFFF replacement technologies from federal and state entities, to include, but is not limited to: Requested funding from FAA- Military Airports Program and Governor (FY25 budget). See MRRRA Environmental Update 11/24 (Exhibit 14).*
7. All correspondence and communication received or sent by the Facility to or from local and or state agencies regarding the introduction of AFFF into the Publicly Owned Treatment Works (“POTW”), e.g., immediate reporting of all discharges that could cause problems to the POTW including any slug loadings, and relating to applicable local sewer use rules and regulations.

*MRRRA immediately notified the Brunswick Sewer District as well as MEDEP, USEPA, the National Response Center, Brunswick Fire Department, and the US Navy. These contacts were made by telephone and completed by around 5:33 am. MRRRA activated an Incident Command Center at 8 am to address the 5:15 am spill. MRRRA August 19, 2024 Update (Exhibit 1).*



8. For the diagram above, please answer the following questions:

- a. Describe and show the location of all floor drains and means by which drains connect to the oil-water separator/s and POTW;

*There are two trench styled floors in Hangar 4; one on the northside and second on the southside. The north drain exits on northside of the building and drains into the oil water separator noted on the southeast corner of the diagram. The south drain exits from the building and extends to the oil water separator. There is also a utility chase of approximately 8" in diameter on center of the east wall that provides access to a utility tunnel. There are floor drains in the tunnel that go to sump pits that ultimately tie to the sanitary sewer system (does not follow through the oil/water separator). See MRRR SWPPP (Exhibit 18).*

- b. Provide a description detailing the flow path for AFFF into drains that discharge to surface waters and or introduced into the POTW;

*Sanitary Sewer. Following the spill, the foam began to dissipate withing the hanger to the floor drains and utility chase. A pipe leads from the oil/water separator to a sanitary line in Orion Street that follows in an easterly direction to the Theater Lift Station about 900 feet away. The lift station has a force main that then flows in a northerly direction to a point and Admiral Fitch Avenue where it enters a gravity line that flows to Bath Road. that ultimately made its way to the sanitary sewer system and the Brunswick Sewer District Treatment Plant. Clean Harbors also used water in its cleanup effort that followed the same path.*

*AFFF made its way under the north and south hangar doors. On the northside the foam moved in a northerly direction for about 100' and then proceeded about 420 feet to a catch basin on the northeasterly side of the property approximately 300' from Orion Street.*

*On the southerly the foam proceeded underneath the doors to catch basin located about 180 feet to the southeast side of the property. Both of those catch basins drain into a stormwater line in Orion Street that discharges into Pond A approximately 500 feet away. Following the vacuuming up of AFFF outside of hangar 4, water was also used as part of the clean-up effort.*

- c. Provide the detention time (in minutes) and length of pipe for wastewaters to travel from the facility through the sanitary sewer system and into the POTW; and

*The Brunswick Sewer District informed MRRRA that detention time is approximately 240 minutes. It varies depending on flow conditions and when pump stations cycle on and off. The BSD reported that it received notification from MRRRA about the spill at about 5:15 a.m. The first alarm for foam at the treatment plant was at 10:15 a.m. That's 300 minutes, from notification to alarm, but foam was probably present before the alarm went off and typically it's 240 minutes. (Correspondence from BSD at Exhibit 23).*

- d. Provide a description of the AFFF discharge path from Hanger 4 to the POTW.

*The discharge path is through approximately 694' of MRRRA owned gravity sewer service lines. Then it enters the BSD's sewer system on Orion Street and travels through 1458 feet gravity sewers to the Theater Pump Station. From there the flow travels 4996 feet through a pressurized forcemain to a manhole at the corner of Admiral Fitch Avenue and Landing Drive, where it once again flows by gravity approximately 10,184 feet to the Cooks Corner pump station which is located at the Brunswick Sewer District's Treatment plant. From the Cook's Corner pump station the discharge travels approximately 321 feet to the headworks of the BSD POTW. (Correspondence from BSD at Exhibit 23).*

9. If floor drains from Hangar 4 were connected to the stormwater infrastructure, provide documentation of regulatory authority approval for that connection.

*Floor drains in Hangar 4 are not tied to the stormwater collection system. See MRRRA SWPPP (Exhibit 18).*

10. Any actions taken, or plans to control or remove the spilled material from the POTW or to mitigate the effects of the Spill, including a summary of the costs of such actions incurred through the date of this letter, or projected costs based on future plans.

*Please see above responses in Section I.*

- a. With respect to the costs described immediately above, a breakdown of the costs incurred by MRRRA, the Navy, state entities, municipal entities, and any other entities; and

*The Brunswick Sewer District has not sought any costs related to the August 19, 2024 spill from MRRRA.*

- b. Where different from the previous response, a breakdown of the responsibility for the costs described above, as divided among MRRRA, the Navy, state agencies, municipal entities, and other entities.

11. A description of any other waste streams or process wastewater generated at the hangar and where they are discharged or disposed of.

*Hangar 4 / Building 250 shares a common sanitary waste line. This system has 12 bathrooms, (6 men's, 6 women's) which discharge to the POTW.*

12. Any additional information that you wish to bring to the attention of EPA.

*None.*

- II. Please provide a detailed description of the ownership and management of the above-referenced discharged material and Facility, including:

1. The legal owner of Hangar 4, located at the Facility. If there are any lessees or operators that are not the legal owner of Hangar 4, please provide this information. Describe the specific legal relationships between the owner and the operator(s) of Hangar 4.

*The Navy owns Hangar 4, also known as Building 250, and the associated real property. In 2013, MRRRA leased Hangar 4/Building 250 from the Navy (Exhibits 16 and 17) In advance of executing this lease, the Navy completed a Finding of Suitability to Lease Building 250 which concluded that the "United States will ensure that all remedial action necessary is taken with respect to any hazardous substance attributed to Navy activity remaining on the property, where such remedial action has not been taken on the date of the lease. The property is therefore suitable for lease." Exhibit 16 at § 4. EPA reviewed and approved the FOSL for Building 250 (Exhibit 16) as did the MEDEP (Exhibit 16). The Navy's remediation action regarding hazardous substances includes PFAS and Hangar 4 and the Navy is required by the National Defense Act of 2020, Section 322 to "effect complete removal of AFFF by October, 2024." MRRRA SWPPP at § 5.3 (Exhibit 18) and Navy Lte. to MRRRA dated June 24, 2024 (Exhibit 26).*

2. The purpose and use of the Facility and the client/customer base served.

*As described in the FOSL, the "Quarterdeck will provide an entrance to the elevator tower which will be used by the MRRRA sublessee to access the Third Deck" all "other areas of Building 250 may be used for cold storage only and occupied only when periodic maintenance is required." Exhibit 16 at § 2.2. MRRRA uses Building 250 for cold storage of airplanes.*

3. For all AFFF fire suppression systems at the Facility, provide the following.

a. Year of design and installation;

*The Navy designed and installed the fire suppression system. Hangar 4 was not part of the original airport conveyance from the Navy to MRRRA in 2011. MRRRA leased Hangar 4 via a Lease in Furtherance of Conveyance (LIFOC) from the Navy in December 2013. (Exhibit 17). In 2019, MRRRA expended over \$300,000 to bring the original Navy installed AFFF system up to current fire codes. This work was part of an over \$4.5 million Hangar 4 renovation project in partnership with EPA, FAA and USDOT. (See scope of work and invoices at Exhibit 21) Hangar 4 was unoccupied until September, 2019, when it was leased to Precision Air for cold aircraft storage. (Precision Air Leases at Exhibit 19).*

b. Installation company;

*The Navy installed the fire suppression system-- likely in the 1970s. As part of the 2019 renovation of Hangar 4, MRRRA engaged Penobscot Company to recommission the fire suppression system and bring it up to NFPA code requirements. (See Penobscot Company documents at Exhibit 21).*

c. Purchaser;

*MRRRA understands that the Navy purchased the fire suppression system. MRRRA updated the system to NFPA code requirements in 2019 to support use of Hangar 4 for cold storage of Precision Air craft. (Exhibit21)*

d. Maintenance standard operating procedures; and

*MRRRA contracted with Eastern Fire to inspect the system annually and correct deficiencies identified in those inspections as discussed above and as documented in Exhibit 25.*

e. Description of alarms and other notification systems if an accidental release occurs. Explain how this system functions and how it functioned during the Spill.

*The fire suppression system in Hangar 4 goes into alarm when water flow is sensed in one of the sprinkler risers. This system is monitored by a central station, Centralarm. When a system goes into an alarm status, Centralarm notifies the Brunswick Fire Dept. first, next they call the Property Manager of MRRRA, Eric Perkins.*

4. An inventory of the AFFF storage capacity at the Facility including tanks, drums, and other filled systems. For each item of the inventory, provide the following information for the period from January 1, 2019 until the present date;

a. Owner(s) and/or lessee(s);

*US Navy (owner)/ MRRRA (lessee).*

b. Responsible party for inspections and maintenance;

*Section 12 of the lease between MRRA and the US Navy requires that MRRA provide sufficient maintenance of the fire suppression system to ensure protection from fire hazards arising during the term of the lease and to maintain the leased premises "in the condition in which they existed at the commencement of the Lease as documented in the Joint Inspection." The Joint Inspection reports attached to the lease make no mention of the fire protection system. MRRA is required to provide "reasonable and necessary fire protection of the Leased Premises" including "maintenance of any sprinkler system that exists on the effective date of this Lease and/or providing portable fire extinguishers for fire protection of the Leased Premises."*

*In 2019, Hangar 4 was renovated at a cost exceeding 4.5 million which renovation cost included more than \$300,000 to bring the foam delivery system up to NFPA code requirements. The Penobscot Company of Rockport, Maine was the contractor for the renovation of Hangar 4. Eastern Fire Protection of Auburn, Maine was a sub to the Penobscot Company on this project and in 2020 provided piping from the foam storage room to the six new wall cannons within the hangar bay. (Scope and Renovation Invoices at Exhibit 21).*

- c. Management structure and those individuals, including names and contact information within the structure, of every entity who has had maintenance responsibility for the hangar and its equipment, including the fire suppression system;

*A copy of MRRA's personnel and functional organizational chart and a report of the MRRA management of Hangar 4 since 2014 is attached as Exhibit 22.*

*In September 2019, Precision Air subleased Hangar 4 and 38,977 square feet of tarmac nearby via a land lease and a Hangar 4 sublease (Precision Air leases attached as Exhibit 19). Precision Air terminated the land lease effective December 1, 2024. (See Exhibit 19).*

- d. The age of material, manufacturer of material, and product name of material for each individual container and system; and

*The AFFF System dates to Navy construction of Hangar 4 and was renovated to current NFPA Code in 2019 to support subleasing to Precision Air as discussed herein and as documented in Exhibits 19 and 21.*

- e. Existing or proposed plans for removal. If plans do not have an implementation schedule, the dates of estimated completion.

*On June 24, 2024, the Navy sent MRRA a letter notifying MRRA that the Navy is required by the National Defense Act of 2020, Section 322 to "effect complete removal of AFFF by October, 2024." Navy Ltr. to MRRA dated June 24, 2024 (Exhibit 26). The June 2024 letter notified MRRA that the AFFF would be removed from Hangar 4 by March 31, 2024. (Exhibit 26) On November 1, 2024,*

*the Navy notified MRRRA that AFFF was removed from the AFFF system in the Fire Protection Room and the Hangar 4 AFFF system and that all Navy activities would be complete by November 6. Navy Ltr. to MRRRA dated November 1, 2024 (Exhibit 26) The Navy drained and rinsed the system. Id. MRRRA is not aware of any testing by the Navy to confirm that the system no longer contains PFAS.*

5. A site diagram showing the location of all items listed in the question above.

*As built plans for Hangar 4, from the 2019 renovation, are attached as Exhibit 24.*

6. Any documentation from the past 10 years (e.g., maintenance/testing records, inspection reports, complaints) regarding the condition of the AFFF fire suppression system(s) prior to the Spill from Hangar 4, including all emails or correspondence in reference to inspection findings.

*Inspection reports for the AFFF system in Hangar 4 are attached as Exhibit 25.*

7. A list of any previous releases of AFFF from the fire suppression system(s) at the Facility, including the date of each release, its cause, and estimated volume.

*When MRRRA recommissioned the fire suppression system and brought it up to NFPA code requirements in 2019 to support reuse of Hangar 4 for cold storage of the Precision Air craft, there were several minor releases one of which reached an unblocked floor drain in a foam format. As noted above in our response to I(6), MRRRA engaged Sevee and Mahar Engineers, Inc. (SME) to assist MRRRA staff in updating MRRRA's current Stormwater Pollution Prevention Plan (SWPPP) and develop a specific PFAS Spill Prevention, Control & Countermeasure (SPCC) plan for the hangars at the Brunswick Executive Airport to address new management protocols for AFFF releases. MRRRA operations do not trigger any SPCC requirement.*

8. Any contracts or agreements that are pertinent to the questions above.

*A copy of the Lease in Furtherance of Conveyance between the United States of America and Midcoast Regional Redevelopment Authority at the former Naval Air Station Brunswick, Maine is Exhibit 17. A copy of the Precision Air subleases is Exhibit 19.*

**STATEMENT OF CERTIFICATION**

I declare under penalty of perjury that I am authorized to respond on behalf of Midcoast Regional Redevelopment Authority. I certify that the foregoing responses and information submitted were prepared under my direction or supervision, and that I have personal knowledge of all matters set forth in the responses and the accompanying information. I certify that the responses are true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Steven H. Levesque  
Signature

STEVEN H. LEVESQUE  
Printed Name

INTERIM EXECUTIVE DIRECTOR  
Title

December 17, 2024  
Date

**DOCUMENTS SUBMITTED IN RESPONSE TO EPA CWA SECTION 308  
INFORMATION REQUEST**

<b>EXHIBIT</b>	<b>DOCUMENT</b>
1.	MEDEP Update 1 Unified Command established for Brunswick AFFF release
2.	MEDEP Update 2: Unified Command continues response to AFFF spill in Brunswick
3.	MEDEP Update 3: Response efforts to address the Brunswick AFFF spill continue
4.	MEDEP Update 4: Mitigation efforts will continue over the holiday weekend in Brunswick
5.	MEDEP Update 5: DEP expands sampling plan at the former Brunswick Naval Air Station
6.	MEDEP Update 6: DEP will assist in facilitating the transition from emergency response to long-term remediation in Brunswick
7.	MEDEP Update 7: The DEP releases the most recent Brunswick sample findings
8.	MEDEP Update 8: DEP staff conduct door-to-door effort to sample wells in neighborhood near AFFF spill site
9.	MEDEP Update 9: The Maine DEP's comprehensive testing efforts in Brunswick have resulted in ongoing sampling findings
10.	MEDEP Update 10: DEP issues recent test findings from the Androscoggin River in relation to the Brunswick AFFF spill
11.	MEDEP Update 11: DEP Continues to evaluate Brunswick's soil and water sample results
12.	MEDEP Update 12: Sampling effort continues for the former Brunswick Naval Air Station
13.	MEDEP Update 13: Further tests on soil and shellfish are planned for the former BNAS and Harpswell Cove
14.	MRRA Update: PFAS well contamination, MRRA Actions & Environmental History at NAS Brunswick
15.	MRRA Update: Accidental discharge of PFAS containing firefighting foam at Brunswick Executive Airport
16.	Finding of Suitability to Lease Building 250 at the FNAS, Brunswick
17.	Lease in Furtherance of Conveyance between The Unites States and MRRA at the FNAS, Brunswick
18.	Stormwater Documentation
	SWPPP for Brunswick Executive Airport
	Letter to the Navy regarding Pond Clean Up Strategy
	Brunswick Landing Stormwater Restoration
	MRRA Letter to Navy re Covenant Agreement
19.	Precision Air Lease Materials

	Precision Air Lease 74 Orion St. August 8, 2019
	Precision Air Lease Extension Addendum June 3, 2020
	Precision Air Second Addendum to Lease 74 Orion St. November 22, 2020
	Precision Air Sixth Addendum to Lease_74 Orion St. January 9, 2023
	Precision Air Seventh Addendum to Lease July 10, 2023
	Precision Air Eighth Addendum to Lease 2024
	Precision Air Ninth Addendum to Lease September 2024
	Precision Air Land Lease September 2024
	Precision Air Lease Termination Land Lease December 2024
20.	Hangar 4 Invoices
	AFFF Release Bill Spreadsheet Friday, December 6, 2024
	Summary of Expenses Paid to Date Related to AFFF Incident through December 6 2024
	Service Agreement with Clean Harbors
	Clean Harbor Invoice/Payment \$177,849.26
	Clean Harbor Invoice/Payment \$92,126.13
	Clean Harbor Invoice/Payment \$116,753.12
	Republic Services Invoice/Payment \$75,546.76
	Sunbelt Rentals Invoice/Payment \$7,076.48
	Floor Systems Invoice/Payment \$1539.45+\$2806.21 = \$4,345.66
	Drummond Woodsum Invoice/Payment \$14,639.04
	Drummond Woodsum Invoice/Payment \$7549.15
	Eastern Fire Invoice/Payment \$495.00
	Maine Delegation Letter to SECNAV September 16, 2024
	Navy Letters to Maine Delegation October 24, 2024
21.	Hangar 4 Renovation Scope and Costs
	Penobscot Company Payment May 2020 New Foam System AIP 024 Change Order \$305,184
	Penobscot Company Contract to Renovate Hangar 4 \$2,719,739
	EDA Funded Restoration of Hangar 4 \$1,540,764
	Change Order 7 / 3-23-0056-031-2018 hangar 4 phase 3
	Change Order 9 / 3-23-0056-031-2018 hangar 4 phase 3
	Change Order 12 / 3-23-0056-031-2018 hangar 4 phase 3
22.	MRRA Staffing & Organization
	MRRA Staff 2024
	Organizational Chart 2024
23.	BSD to MRRA Correspondence
24.	As built plans for Hangar 4 Renovation
25.	AFFF System Inspection Reports
	Fire Suppression Supplement-Foam Suppression System February 12, 2022
	Fire Suppression-Foam Suppression System February 12, 2022 (Semi-Annual)

	Wet-Valve room, April 26, 2023 (Quarterly)
	Fire Suppression Supplement-Foam Suppression System July 5, 2023
	Fire Suppression-Foam Suppression System, July 5, 2023 (Annual)
	Wet-Valve room November 22, 2024 (Semi-Annual)
26.	Navy to MRRA Correspondence
	Navy – MRRA re: Removal of the Hangar 4 AFFF system June 24, 2024
	Navy - MRRA re: AFFF removal in the Fire Protection Room and the Hangar AFFF system November 1, 2024

## **Unified Command established for Brunswick AFFF release**

August 21, 2024

*Please note this release has been corrected to note that approximately 1450 gallons of aqueous film-forming foam mixed with 50,000 gallons of water was released at the Brunswick Executive Airport from Hangar 4.*

A Unified Command and Joint Information Center was established in Brunswick, Maine, yesterday to coordinate response and disseminate information about Monday's aqueous firefight foam (AFFF) release.

The Unified Command includes the:

- Maine Department of Environmental Protection
- Maine Department of Health and Human Services' Maine Center for Disease Control and Prevention
- Midcoast Regional Redevelopment Authority
- U.S. Environmental Protection Agency
- Town of Brunswick
- U.S. Coast Guard

The Unified Command will hold a press conference this afternoon, August 21, 2024 at:

### **Midcoast Regional Redevelopment Authority**

**15 Terminal Road, Suite 200, Brunswick, ME 04011**

**Press conference will begin at 3:00 PM.**

On August 19, 2024 Maine DEP was notified by the Brunswick Fire Department that approximately 1450 gallons of aqueous film-forming foam mixed with 50,000 gallons of water was released at the Brunswick Executive Airport from Hangar 4. The release made its way into an oil/water separator and into retention pond "A". Immediately upon obtaining this information DEP sent Emergency Responders from the Bureau of Remediation and Waste Management to the site to work on site stabilization and cleanup. In addition, DEP also sent staff from its Division of Technical Services to take samples and evaluate the likelihood of impacts to any nearby private drinking water wells. Because the location is part of an ongoing Federal clean-up site, DEP also sent staff from the Division of Remediation to coordinate with existing federal partners at the DoD (Navy) and USEPA.

On Monday afternoon, four samples were collected to evaluate immediate impacts to the environment and understand the potential for impacts to ground water. DEP has been in direct contact with contracted laboratories to expedite return of sample results (normally a month turn around) to get results in as early as Friday.

Many samples have been taken at this location over the past several years as part of the ongoing Federal cleanup activities, and this data does not definitively confirm a connection between the contaminated site and nearby private drinking water wells. However, because this data is a few years old and because this is a new spill of PFAS, the DEP in an abundance of caution is developing a sampling and analysis plan to take additional samples to determine whether any nearby wells have been impacted by this most recent spill. Department staff will be reaching out to some residents in the nearby community to request permission to conduct sampling of private drinking water wells.

The Department will not be sampling every single well in the community. Instead, representative samples will be taken to understand what is happening with groundwater flow and migration. This will help expedite an understanding of what is happening in relation to drinking water in the nearby neighborhoods.

The Department is working with multiple partner agencies and authorities on this matter including DoD (Navy and US Coast Guard), USEPA, MEMA, DHHS (CDC and Drinking Water Program), DMR, Town of Brunswick, and MRRA.

Residents who want to sample their own private drinking water wells can follow [water sampling guidance from DEP](#).

The Maine CDCs Drinking Water Program is in close contact with the Brunswick Topsham Water District. At this time, the discharge of firefighting foam containing PFAS at Brunswick Landing is not impacting the Brunswick Topsham Water District (BTWD) water supply. Homes and businesses served by the BTWD can safely use the water. As a precautionary measure, the BTWD discontinued use of the wellfield in close proximity to Brunswick Landing in order to prevent the PFAS from potentially impacting the drinking water supply. That wellfield will not be put back into use until testing shows that PFAS in the drinking water is within allowed regulatory limits. The BTWD is currently using unimpacted drinking water sources that are sufficiently distant from the foam discharge at Brunswick Landing. The Maine CDCs Drinking Water Program (DWP) is working with the BTWD as they monitor the situation through increased water quality sampling and is also working in close collaboration with State and Federal response and regulatory partners.

The Maine CDC recommends the public avoid contact with foam they may encounter in waterways on the former Brunswick Naval Air Station. Maine CDC also advises the public not to take fish from any waters located on the former Brunswick Naval Air Station (including Picnic Pond, Merriconeag Stream, and Mere Brook east of the runway) while officials evaluate the potential impact to the watershed.

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 2: Unified Command continues response to AFFF spill in Brunswick**

August 26, 2024

A Unified Command continues to respond to the release of 1,450 gallons of aqueous film-forming foam (AFFF) at the Brunswick Executive Airport.

Clean Harbors and Republic Services were contracted to actively respond to the spill with Maine DEP oversight. Contracted crews are working to contain and remediate the affected areas.

The impacted hangar has been cleaned and all discharged foam from the hangar has been removed. The impacted planes were cleaned and removed from the hangar. The planes will undergo another round of cleaning inside the hangar. At the conclusion of cleaning the planes, the hangar will be cleaned for a final time. Contracted crews will collect the rinse water. The affected TechPlace industrial spaces will also be steam cleaned by contracted response crews.

Additionally, four vacuum trucks have been deployed to the four impacted surface water retention ponds to conduct foam removal. All collected PFAS-impacted water from response activities will be transported out of state.

Surface water samples have been taken at the retention ponds and at Harpswell Cove by DEP employees, the results of these samples will be used to guide immediate remediation actions and to continue to monitor any further potential impacts.

The Department has received the final laboratory report for the four samples collected from the site on Monday, August 19. These initial samples were taken to provide a baseline for comparison to best inform site response progress. Results show that PFOS is the primary compound detected in the samples. PFOS and PFOA are part of a subset of PFASs known as perfluorinated alkyl acids (PFAAs). PFOS was detected in the AFFF product sample from the storage tank at 3,230 parts per million (ppm) and in the mixed product sample (AFFF + water) at 7.52 ppm. The sample from the inlet of the surface water pond showed PFOS at 1.04 ppm, and the sample from the outlet of the surface water pond showed PFOS at 0.000701 ppm. A copy of the lab results are available on [DEP's website](#).

The public drinking water supply to Brunswick Landing comes from the Brunswick- Topsham Water District (BTWD) and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water.

On Friday, the Maine Center for Disease Control and Prevention (Maine CDC) issued new [freshwater fish consumption advisories](#) recommending either no consumption or limited consumption of fish from four waterbodies located on and around the former naval air station. These advisories were based on earlier testing that revealed levels of PFAS in the fish. The accidental release of AFFF had no impact on those advisories as the "do not eat" advisory was to be issued based on PFAS levels detected prior to this most recent release of foam.

Out of an abundance of caution, the Maine CDC also recommends the public refrain from any recreational activities (e.g., swimming, boating, wading) that could result in contact with the foam or waters until the potential impact of the AFFF release on these waterbodies is fully assessed.

The Unified Command is utilizing the drone program from the University of Maine, Augusta to conduct daily aerial surveillance of the surface water pathway to identify foam locations and inform removal actions.

The AFFF continues to foam in the retention ponds, and it is unclear for how long the foam will be present. Weather and rain may increase the production of foam due to the agitation of the water. The Unified Command is working with partner agencies to determine best practices for foam mitigation.

DEP will have staff on site overseeing removal activities until no further removal activities are needed and the site can be returned to its previous status for long-term remediation under Superfund.

The public should avoid contact with foam. If any foam is observed outside of restricted areas, residents in the spill site area should report it by calling: 207-844-8040. This number is to report AFFF foam only.

There have been no reports of impacts to wildlife.

A Unified Command was established to response to the release of AFFF.

The Unified Command is comprised of:

- Maine Department of Environmental Protection
- Maine Department of Health and Human Services' Center for Disease Control and Prevention
- Midcoast Regional Redevelopment Authority
- U.S. Environmental Protection Agency
- Town of Brunswick
- U.S. Coast Guard

The Midcoast Regional Redevelopment Authority is posting updates twice a day on their website. Previous press releases about the response can be found on the [DEP News webpage](#). The next update is scheduled for Wednesday, August 28, 2024, unless new information or additional test results become available before then.

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

### **Update 3: Response efforts to address the Brunswick AFFF spill continue**

August 28, 2024

Following the release of 1,450 gallons of aqueous film-forming foam (AFFF) at the Brunswick Executive Airport, a Unified Command is still in action.

The execution of the sampling plan is in progress. Pond retention areas are sampled every day, surface water samples are taken twice a week, and marine sampling will occur once a week. Based on Maine's complex hydrogeology and historical test data, DEP will initially be sampling some homeowner wells to the east of the spill site.

Unified Command has assessed several foam removal solutions. Information from other states consistently indicates that foam collection and capture appears to be the most effective method for recovery operations. As a result, crews will continue using foam removal as a method for operation.

Foam levels are being monitored by on-site crews. Although there hasn't been a big weather event that could affect foam generation, crews are currently seeing less foam at all collection points. The on-site crews will continue to remove foam and monitor levels.

In order to assess the breadth and scope of any remaining foam, the Unified Command is utilizing the drone program from the University of Maine, Augusta to monitor and observe remote downstream areas.

The public should avoid contact with foam. If any foam is observed outside of restricted areas, residents in the spill site area should report it by calling: 207-844-8040. This number is to report AFFF foam only.

A Unified Command was established to response to the release of AFFF.

The Unified Command is comprised of:

- Maine Department of Environmental Protection
- Maine Department of Health and Human Services' Center for Disease Control and Prevention
- Midcoast Regional Redevelopment Authority
- U.S. Environmental Protection Agency
- Town of Brunswick
- U.S. Coast Guard

To facilitate public access to information about sampling and remediation efforts, DEP has established a [webpage specifically for the Brunswick site](#).

DEP will have staff on site overseeing removal activities until no further removal activities are needed and the site can be returned to its previous status for long-term remediation under Superfund.

The next update is scheduled for Friday, August 30, 2024, unless new information or additional test results become available before then.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 4: Mitigation efforts will continue over the holiday weekend in Brunswick**

August 30, 2024

The Maine Department of Environmental Protection (DEP) intends to sample water supplies in the south-southeast direction of Hangar 4, roughly one mile from the discharge location. Locations were selected by carefully reviewing the historical data, hydrogeology, and test findings from the former naval air base and after hearing concerns from the public at last night's forum. Several of the water sources in this area have previously been sampled by the Navy. In order to arrange with homeowners to test their drinking water wells, DEP employees will be contacting property owners along Coombs Road from the southern intersection with Gurnet Road up to roughly a quarter mile past the intersection with Hawkins Lane, including properties on Hawkins Lane and Purinton Road.

Following the same protocol the Department is using to conduct the statewide PFAS investigation, test results from this initiative will be used to assess whether more testing is needed.

The DEP will only consider reimbursement requests from homeowners in the above-mentioned area who may have recently tested their drinking water wells for PFAS. All of the requirements listed in the [accompanying document](#) must be fulfilled to qualify due to the limited funds available for reimbursement.

Major operational goals achieved by responders and contractors working on the Brunswick Executive Airport AFFF release are as follows:

- Flushed the stormwater piping and catch basins leading to the retention ponds
- Completed mitigation of Hangar 4 including cleaning the impacted planes
- Collected 18,574 gallons of impacted water and foam
- Partnered with the UMA drone program to conduct overflights of the stormwater retention waterway for foam deposits

Over the holiday weekend, the Department's contractors will carry out daily sampling in addition to continued foam recovery operations.

Due to processing delays, the accelerated test results will not be available today as previously announced. Lab results will be made accessible on the [DEP website](#) as soon as they become available.

The public should avoid contact with foam. If any foam is observed outside of restricted areas, residents in the spill site area should report it by calling: 207-844-8040. This number is to report AFFF foam only. The next update is scheduled for Tuesday, September 3, 2024, unless new information or additional test results become available before then.

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 5: DEP expands sampling plan at the former Brunswick Naval Air Station**

September 3, 2024

The Maine Department of Environmental Protection (DEP) staff and contractors maintained daily water sampling and foam recovery removal operations throughout the long weekend. After the weekend rain event, the site was inspected on Sunday and found no additional foam impacts. Overall, the amount of foam observed and collected continues to gradually drop to reduced amounts that are easily contained and removed.

The Department is planning to supplement the ongoing water monitoring work this week with four soil samples from the vicinity of Hangar 4 and the park area. Furthermore, fish tissue samples from the Merriconeag Stream, Mare Brook, and Androscoggin River will be collected.

As previously announced, the DEP intends to sample water supplies in the south-southeast direction of Hangar 4, roughly one mile from the discharge location. Locations were selected by carefully reviewing the historical data, hydrogeology, and test findings from the former naval air base and after hearing concerns from the public at last week's forum. Several of the water sources in this area have previously been sampled by the Navy. In order to arrange with homeowners to test their drinking water wells, DEP employees will be contacting property owners along Coombs Road from the southern intersection with Gurnet Road up to roughly a quarter mile past the intersection with Hawkins Lane, including properties on Hawkins Lane and Purinton Road.

Following the same protocol the Department is using to conduct the statewide PFAS investigation, test results from this initiative will be used to assess whether more testing is needed.

The DEP will consider reimbursement requests from homeowners in the above-mentioned area who may have recently tested their drinking water wells for PFAS. All of the requirements listed in the accompanying document must be fulfilled to qualify due to the limited funds available for reimbursement.

Data collected at the inlet to the on-site surface water collection pond (Sample Point SW-11) on August 22 show a decrease in concentrations of PFAS when compared to the data recently received from samples collected on August 19 from the same sample location (Sample Point Pond In). Data are expressed in nanograms per liter which is the same as parts per trillion. The laboratory report with all data will be provided on the DEP website. On August 22, DEP began monitoring five surface water sample locations from the on-site ponds to Mare Brook. These locations are being monitored regularly with the next data expected on or around September 5. Additionally, two locations in Harpswell Cove are being sampled weekly, with the first data expected next week.

### **Sample Date 8/19/2024**

- PFOS (ng/l) 1,040,000
- Total PFAS (All Compounds) (ng/l) 1,231,860

## **Sample Date 8/22/2024**

- PFOS (ng/l) 197,000
- Total PFAS (All Compounds) (ng/l) 255,287.90

The public drinking water supply to Brunswick Landing comes from the Brunswick- Topsham Water District (BTWD) and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water.

The Maine CDC advises the public to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The public should avoid contact with foam. If any foam is observed outside of restricted areas, residents in the spill site area should report it by calling: 207-844-8040. This number is to report AFFF foam only.

The next update is scheduled for Thursday, September 5, 2024, unless new information or additional test results become available before then.

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 6: DEP will assist in facilitating the transition from emergency response to long-term remediation in Brunswick**

September 5, 2024

As operations move from the response phase to the long-term remediation phase, Unified Command will cease operations at close of business today. The Maine Department of Environmental Protection (DEP) operational staff will continue to oversee Midcoast Regional Redevelopment Authority's (MRRRA) and DEP's hired contractor efforts via MRRRA's environmental consultant. Sevee & Maher Engineers (SME), an environmental contractor, has been hired by MRRRA at the request of the DEP to facilitate the transition from an emergency response to a longer-term remediation operation.

Foam production is currently at a minimum; the majority of sites no longer require foam collection, and the one area that is still producing a small quantity of foam, does not require daily collection. Consequently, MRRRA will transition from daily foam recovery to every other day foam removal. This requirement will be reviewed on a weekly basis.

In the coming days, impacted water that is presently being held in frac tanks will be taken off site in 5,000-gallon increments. This effort is being coordinated by MRRRA for out-of-state disposal. DEP and MRRRA are working together to sample the frac tanks prior to removal in order to properly characterize the contents.

Soil sampling at the former BNAS site is being completed today. DEP is collecting soil for PFAS analysis from three areas - an area near Hangar 4, from the grassy area west of the Recreation Center, and from an onsite area off Neptune Drive near the confluence of Ponds B and C (south of the Brunswick-Topsham Land Trust property).

Next week, DEP personnel will go door-to-door to speak with homeowners along Coombs Road from the southern intersection with Gurnet Road up to roughly a quarter mile past the intersection with Hawkins Lane, including properties on Hawkins Lane and Purinton Road. The purpose of the outreach is to discuss sampling of their drinking water well for PFAS. Approximately 45 residential properties have been identified by the Department for sampling. DEP staff will leave contact information if the property owner is not home so that follow-up can take place.

The public drinking water supply to Brunswick Landing comes from the Brunswick- Topsham Water District (BTWD) and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water.

The Maine CDC advises the public to avoid contact with foam, and to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 7: The DEP releases the most recent Brunswick sample findings**

September 7, 2024

Nine PFAS surface water system sampling events have been taken by the Department of Environmental Protection (DEP) personnel since the August 19, 2024, AFFF release. Pond In and Pond Out were the sites of the initial sampling event, which took place on the day of the release. Five of the sampling events consisted of five surface water samples from the drainage system above Harpswell Cove (SW-11, 17, 23, 65 and 66), and the other three included those five sample locations plus two from within Harpswell Cove (SW-67 and 68).

We are in receipt of three sets of sampling results from the surface water system above Harpswell Cove at this time - results from the day of the release, three days following the release, and one week after the release. These results show that PFAS concentrations are decreasing in the upper portions of the surface water drainage, closest to the release location. Moving through the drainage system, PFAS concentrations have increased in areas where foam removal efforts have been ongoing, particularly at the outlet of Picnic Pond, most likely due to the fact that removal efforts and natural flow paths are drawing the foam to these locations. PFAS concentrations in the salt marsh above Harpswell Cove appear to have increased since initial sampling. This is likely to represent residual contamination that migrated to this area which is moving slowly through the system due to tidal cycling and natural flow.

DEP will continue to assess new surface water sample data as they become available and anticipate receiving our first sample results from Harpswell Cove next week. The [Department's website](#) has the sampling results as well as an updated map that displays the locations of surface water samples and the results.

Next week, DEP personnel will go door-to-door to speak with homeowners along Coombs Road from the southern intersection with Gurnet Road up to roughly a quarter mile past the intersection with Hawkins Lane, including properties on Hawkins Lane and Purinton Road. The purpose of the outreach is to discuss sampling of their drinking water well for PFAS. Approximately 45 residential properties have been identified by the Department for sampling. DEP staff will leave contact information if the property owner is not home so that follow-up can take place.

The public drinking water supply to Brunswick Landing comes from the Brunswick- Topsham Water District (BTWD) and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water.

The Maine CDC advises the public to avoid contact with foam, and to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 8: DEP staff conduct door-to-door effort to sample wells in neighborhood near AFFF spill site**

September 12, 2024

Department staff continued sampling at seven surface water locations along the drainage system and in Harpswell Cove. Staff also spent multiple days this week initiating private water supply sampling along Coombs Road from the southern intersection with Gurnet Road up to roughly a quarter mile past the intersection with Hawkins Lane, including properties on Hawkins Lane and Purinton Road. Staff were able to collect samples from 33 water supplies for PFAS testing. Contact and sampling information was left for property owners that Department staff were not able to contact so that follow-up sampling can take place. During this effort, staff learned that seven homes in this targeted area are serviced by public water and do not require PFAS sampling, additionally, one property owner with a private water supply did not want to be sampled.

Additional surface water sampling results have been received by the Department documenting conditions up to ten days following the release. These results show that PFAS concentrations are decreasing in the upper portions of the surface water drainage, closest to the release location, and at the confluence of Mare Brook and Merriconeag Stream. Moving through the drainage system, PFAS concentrations have increased at the outlet of Picnic Pond, most likely due to the pond acting as an impoundment with a slower rate of flushing. PFAS concentrations in the salt marsh above Harpswell Cove appear to have increased since initial sampling. This is likely to represent residual contamination that migrated to this area which is moving slowly through the system due to tidal cycling and natural flow. One set of sample results contain samples from Harpswell Cove (SW-67 and 68). Low levels of PFAS were detected in these samples indicating that residual contamination has reached the cove. Test results are posted on [DEP's website](#).

Midcoast Regional Redevelopment Authority (MRRA) and their contractor, Clean Harbors, continue to check for foam along the storm water drainage ponds. No foam has been observed or collected at any of the preestablished points since last Friday September 6th.

The public drinking water supply to Brunswick Landing comes from the Brunswick- Topsham Water District (BTWD) and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water.

The Maine CDC advises the public to avoid contact with foam, and to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 9: The Maine DEP's comprehensive testing efforts in Brunswick have resulted in ongoing sampling findings**

September 19, 2024

The Department of Environmental Protection (DEP) began testing private water supplies for PFAS in the identified target area along Coombs Road. Most of the results were received this week. Property owners have been contacted by DEP personnel to discuss their results, and they will be provided copies of the laboratory testing report. All samples analyzed to date are below the Maine Interim Drinking Water Guideline of 20 parts per trillion for the Sum of Six PFAS (PFOS + PFOA + PFHpA + PFNA + PFHxS, + PFDA). A second round of testing for these water supplies is planned for December 2024.

Department staff have evaluated seven rounds of surface water results collected from the Merriconeag Stream watershed documenting conditions following the AFFF release that occurred on August 19, 2024. Most concentrations continue to decline throughout the watershed, and the highest concentrations are still being detected below the Picnic Pond outflow. Three rounds of data from Harpswell Cove have been received by the Department and indicate contamination has reached the marine environment but is quickly being diluted to low concentrations. PFAS levels in the watershed have not yet returned to pre-spill concentrations and testing of surface water will continue to track the trends.

Soil results have been received from four areas that were identified as either the most likely to be impacted from the AFFF release or those with the greatest risk for potential exposure to recreational users. They include the soils adjacent to Hangar Four and immediately around the oil water separator, the field north of the outdoor athletic complex, soils surrounding the outdoor athletic complex, and the field southeast of Pond B where appreciable amounts of wind-blown foam accumulated on the day of the AFFF release. Preliminary review of the analytical results identified some PFAS detections in all area soils that were tested. Soil concentrations at the Hanger Four area and athletic complex were only slightly above background soil levels for urban developed soils and were well below the States Remedial Action Guidelines for a park user exposure scenarios (see the PFAS Soil Remedial Action Guidelines in the [Maine PFAS Screening Levels Document](#)). The field southeast of Pond B where appreciable amounts of wind-blown foam accumulated on the day of the AFFF release was found to have the soil concentrations of PFAS well above background levels but still lower than the States Remedial Action Guidelines for the park user exposure scenario. This field is owned by the Navy and is posted with no trespassing signs. A comprehensive evaluation of the soil testing results by the Department and its partner agencies is ongoing.

Test results are posted on [DEP's website](#).

No foam has been observed or collected at any of the preestablished points since Friday September 6th.

10,000 gallons of the impacted water have been removed for disposal off site, with approximately 20,000 gallons still in the frac tanks on site, By the end of next week, removal of all the remaining impacted water is anticipated to be completed.

The Town of Brunswick and Midcoast Regional Redevelopment Authority (MRRA) have collaborated to add an opt-in notification list through the Town's Notify Me service. The "Brunswick Landing/MRRA" notification list will provide information, news, and alerts supplied by MRRA to subscribers via email and/or text message.

To sign up for this notification service, please visit the [Towns website](#) and click on the Notify Me link.

Brunswick Landing receives its public drinking water supply from the Brunswick-Topsham Water District (BTWD), and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water. The Maine CDC advises the public to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy Commissioner  
[david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 10: DEP issues recent test findings from the Androscoggin River in relation to the Brunswick AFFF spill**

September 20, 2024

Analytical results for samples collected by the Department of Environmental Protection from the Androscoggin River on August 27 and September 5, show concentrations of 5.1 parts per trillion (ppt) and 4.6 ppt above the Brunswick Sewer District effluent outfall and concentrations ranging from 3.9 ppt to 6.5 ppt at three locations below the outfall. These concentrations are based on the sum of the following 6 PFAS compounds that are used as the current Maine interim drinking water standard (PFHPA, PFHXS, PFOS, PFNA, PFOA, PFDA). These samples were collected from locations above and below the outfall of the Brunswick Sewer District in the center of the river, to be representative of overall river water concentrations. This is consistent with the approach of the Department's Surface Water Ambient Toxics Monitoring program for monitoring PFAS concentrations in Maine rivers, and may be compared to results from sampling other river locations that have been published in the Department's biennial Surface Water Ambient Toxics Monitoring Program reports.

Test results are posted on [DEP's website](#).

For additional information, contact: David R. Madore, Deputy Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 11: DEP continues to evaluate Brunswick's soil and water sample results**

September 26, 2024

The Maine Department of Environmental Protection (DEP) sampled 34 water supplies for PFAS in the identified target area along Coombs Road, and the Department is in receipt of most of the analysis results. Property owners have been contacted by Department personnel to discuss their results, and they will be provided copies of the laboratory testing report. All samples analyzed to date are below the Maine Interim Drinking Water Guideline of 20 parts per trillion (same as nanograms per liter or ng/L) for the Sum of Six PFAS (PFOS + PFOA + PFHpA + PFNA + PFHxS, + PFDA). These same water supplies will be tested by the DEP every three months for one year. The next round of testing for these water supplies is planned for December 2024. Department staff have evaluated eight rounds of surface water results collected from the Merriconeag Stream watershed documenting conditions following the AFFF release that occurred on August 19, 2024.

Most concentrations continue to decline throughout the watershed, and the highest concentrations are still being detected below the Picnic Pond outflow. Four rounds of data from Harpswell Cove have been received by the Department and indicate contamination has reached the marine environment but is quickly being diluted to low concentrations. PFAS levels in the watershed have not yet returned to pre-spill concentrations and testing of surface water will continue to track the trends.

Soil results have been received from four areas that were identified as either the most likely to be impacted from the AFFF release or those with the greatest risk for potential exposure to recreational users. They include the soils adjacent to Hangar Four and immediately around the oil water separator, the field north of the outdoor athletic complex, soils surrounding the outdoor athletic complex, and the field southeast of Pond B where appreciable amounts of wind-blown foam accumulated on the day of the AFFF release. Preliminary review of the analytical results identified some PFAS detections in all area soils that were tested. Soil concentrations at the Hanger Four area and athletic complex were only slightly above background soil levels for urban developed soils and were well below the States Remedial Action Guidelines for a park user exposure scenarios (see the PFAS Soil Remedial Action Guidelines in the Maine PFAS Screening Levels Document). The field southeast of Pond B where appreciable amounts of wind-blown foam accumulated on the day of the AFFF release was found to have the soil concentrations of PFAS well above background levels but still lower than the States Remedial Action Guidelines for the park user exposure scenario. This field is owned by the Navy and is posted with no trespassing signs. A comprehensive evaluation of the soil testing results by the Department and its partner agencies is ongoing.

DEP personnel also sampled four locations on the Androscoggin River in Topsham and Brunswick, following the release of AFFF at the Brunswick Executive Airport. There was concern that PFAS from the spill made its way to the Brunswick wastewater treatment plant (Brunswick Sewer District) and was discharged to the Androscoggin River. Sample results from the Brunswick Sewer District are pending. An upstream control site (ART) was established upstream of the Fort Andros dam and approximately 3.2 km upstream of the discharge. Three sites were established downstream of the discharge, including ARB 1 (~300m downstream of the discharge), ARB2 (~2

km downstream of the discharge), and ARB3 (~3.2 km downstream of the discharge). ARB3 is also downstream of a small stream that drains the north side of the airport and former navy base. The Department also sampled two smaller streams on the south side of the base that were impacted by the AFFF spill. Merriconeag Stream was sampled at one location (MEB), downstream of Picnic Pond and Purinton Road. Merriconeag Stream eventually joins the larger Mare Brook. An upstream control site on Mare Brook (MAB0) was established at Meadowbrook Road and a downstream site was established below the confluence of Mare Brook and Merriconeag Stream (MAB2).

The primary kind of PFAS associated with the AFFF spill is perfluorooctanesulfonic acid (PFOS). Most rivers and streams in remote parts of the Maine have <1 ng/L (parts per trillion, ppt) of PFOS in the water. In contrast, rivers and streams in more densely populated areas of Maine near landfills, wastewater treatment plants, airports, and agricultural fields with historic spreading of PFAS contaminated biosolids typically have <5 ng/L of PFOS in the water. PFOS samples from all four sites on the Androscoggin River (ART, ARB1, ARB2, and ARB3) had <4 ng/L of PFOS. The upstream site on Mare Brook (MAB0) had 2.84 ng/L of PFOS on 8/28. In contrast, Merriconeag Stream (MEB) had 39,300 ng/L of PFOS on 9/4. The downstream site on Mare Brook (MAB2) had a lower concentration than MEB but still had 6,480 ng/L of PFOS on 9/4. U.S. EPA recently established a standard of 4 ng/L of PFOS for drinking water. All of the samples from the Androscoggin River and the upstream site on Mare Brook (MAB0) had concentrations of <4 ng/L of PFOS.

Fish and shellfish tissue samples inherently take longer to process than water samples. Processing tissue samples requires additional challenging steps, including homogenizing, subsampling, and extracting PFAS from tissue and putting the PFAS in a liquid. In addition, there are fewer labs capable of analyzing fish and shellfish samples compared to the number of labs capable of analyzing water samples. The combination of a more complicated laboratory protocol for tissue samples and a shortage of labs capable of analyzing fish and shellfish samples has resulted in a turn-around time of several months for processing fish and shellfish samples.

The rain that fell today is the first significant precipitation event that has occurred since the August AFFF spill. Increased site inspections were carried out as a result, and no foam was observed or collected at any of the preestablished points. Tomorrow, a second site inspection is planned as a precaution.

The last of the PFAS-impacted water which has been stored in frac tanks near Hanger 4 has been completely removed. Approximately 30,000 gallons of impacted water was collected and transported out of state.

The Town of Brunswick and Midcoast Regional Redevelopment Authority (MRRA) have collaborated to add an opt-in notification list through the Town's Notify Me service. The "Brunswick Landing/MRRA" notification list will provide information, news, and alerts supplied by MRRA to subscribers via email and/or text message.

To sign up for this notification service, please visit the Town's website ([www.brunswickme.gov](http://www.brunswickme.gov)) and click on the Notify Me link.

Brunswick Landing receives its public drinking water supply from the Brunswick-Topsham Water District (BTWD), and has been confirmed safe to drink. The public water supply has not been impacted by this incident. Homes and businesses served by the BTWD can safely use the water. The Maine CDC advises the public to exercise caution and abstain from any recreational activities (such as swimming, boating, and wading) that may come into contact with the foam or waters until the possible effects of the AFFF release on waterbodies in the vicinity have been thoroughly evaluated.

The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## Update 12: Sampling effort continues for the former Brunswick Naval Air Station

October 3, 2024

Nine rounds of surface water results from the Merriconeag Stream watershed, documenting conditions following the August AFFF release, have been evaluated by Department staff. Most concentrations continue to decline throughout the watershed, and the highest concentrations are still being detected below the Picnic Pond outflow. Four rounds of data from Harpswell Cove have been received by the Department and indicate contamination has reached the marine environment but is quickly being diluted to low concentrations. PFAS levels in the watershed have not yet returned to pre-spill concentrations and testing of surface water will continue to track the trends.

Following the August 19, 2024, AFFF spill, AFFF entered the public sanitary sewer system of the Brunswick Sewer District (BSD) and the BSD wastewater treatment facility that discharges to the Androscoggin River. The table below summarizes the results of the BSD effluent samples for PFAS that were taken in response to the spill. Results to date indicate levels of PFAS significantly higher than the BSD long term historical average of 34.2 ng/L (parts per trillion) (for sum of six PFAS in Maine's interim drinking water standard) obtained in 2022 and 2023 prior to the spill. The recent results also indicate a steady downward trend in effluent PFAS levels over the sampling period since the spill. Additional sample results are pending. Results for PFAS sampling in the Androscoggin River, above and below the BSD effluent discharge outfall, were previously reported and are available on the Departments [Brunswick Naval Air Station AFFF \(PFAS\) Release web page](#).

The Brunswick Executive Airport is part of the former Brunswick Naval Air Station (BNAS) and encompasses roughly 3,100 acres. BNAS is included in the [Superfund programs National Priorities List \(NPL\)](#). The NPL is established as part of the implementation of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which is a federal law that gives the U.S. government the authority to respond to hazardous substance releases and threats, and hold responsible parties liable for costs due to those releases. "Superfund" is part of CERCLA.

Former military sites listed on the NPL, like BNAS involve the Federal government through the Federal Facilities and Superfund Program umbrella. This means that there are federal representatives that act as the lead regulator for these sites through the remediation process. In the case of BNAS the federal representatives that act as the lead regulators are the US Environmental Protection Agency (EPA), and the Department of Defense (DoD) Navy.

Maine has a corollary law, the Uncontrolled Sites Act, which gives Maine DEP similar authorities for sites where hazardous substances have been released. In the case of BNAS, DEP works closely with the EPA and DoD, but the DEP is not the lead for this project. The BNAS remediation process falls under an October 1990 Federal Facilities Agreement (FFA). This agreement establishes the responsibilities of the Navy, U.S. Environmental Protection Agency, and the Maine Department of Environmental Protection in studying contamination at the site and remediating the former base. Under that agreement, the Navy is required to conduct site contaminant investigations and remedial activities.

The Navy is able to sell or lease portions of the former BNAS subject to a Finding of Suitability for the proposed use by the EPA and Maine DEP. This is how the Midcoast Regional Redevelopment Authority (MRRA) became the current operator at the facility. The next update will be issued as soon as additional test results become available.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Update 13: Further tests on soil and shellfish are planned for the former BNAS and Harpswell Cove**

October 21, 2024

Results from ten (10) rounds of surface water sampling conducted in Mare Brook have been provided to the Maine Department of Environmental Protection (DEP). The most recent data was obtained on September 19, 2024, one month after the AFFF release date. PFAS concentrations have been significantly reduced during this time however they remain elevated from pre-spill concentrations. Trends continue to generally decrease as the PFAS works its way through the watershed, and no significant rebound of concentrations have occurred to suggest a further emergency removal effort is warranted. The DEP will continue to monitor surface water into the foreseeable future but plans to reduce the sampling frequency from weekly sample events to monthly, beginning in November. The DEP has also begun submitting samples to its contracted laboratory on a standard turnaround time for analysis which provides results of samples approximately one month after sample collection. These changes to the sampling program were deemed appropriate after reviewing all available data and determining that additional definition in trends provided by sampling frequency will not increase protectiveness to human health or the environment.

This week, DEP staff plan to complete additional soil sampling in the Pond B area. The previous soil sampling event near Pond B was completed in September from an area where appreciable amounts of foam accumulated on the day of the AFFF release. The soil in this area was found to have concentrations of PFAS below the States Remedial Action Guidelines for the park user exposure scenario, but the concentrations were well above background levels for Maine soil. The additional soil sampling will be completed to evaluate potential risk to adjacent site users immediately north and south of Neptune Drive near the Pond B area.

The Department is coordinating with the Department of Marine Resources (DMR) and the Town of Brunswick to conduct additional shellfish sampling in Harpswell Cove in and adjacent to the area currently under an extended seasonal closure. DEP personnel collected softshell clam and blue mussel samples from Harpswell Cove in September and expects to receive PFAS lab results in December. While these results are pending and with help from Brunswick, the Department will collect additional softshell clam, blue mussel and quahog samples in October and November to provide additional data if necessary. DMR will use these PFAS data to support future decisions about reopening or continued closure of the shellfish harvesting area.

On October 16, 2024, the Navy, U.S. Environmental Protection Agency, and DEP project teams met to discuss the initial review of DEP data resulting from the AFFF release at Hangar 4 at the former Naval Air Station in Brunswick. Surface water, soil, and drinking water data were shared with the Navy by DEP to identify trends and preliminary findings. The initial discussions were intended to identify agreed upon next steps under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) process, but did not address liability, policy conflicts, or final cleanup actions. Action items resulting from the CERCLA project team meetings will be released as soon as consensus has been reached.

A new web map produced by the Department summarizes the surface water, treated wastewater, soil, fish, and private water well samples that the DEP has collected since the AFFF release in August. Visit the [DEP BNAS webpage](#) to view the map.

For additional information, contact: David R. Madore, Deputy  
Commissioner [david.madore@maine.gov](mailto:david.madore@maine.gov)

## **Environmental Update 11/24**

The Midcoast Regional Redevelopment Authority (MRRRA) takes its stewardship of the former naval air station seriously. Since it was formed in 2008, it has actively engaged with the US Navy, the Maine DEP, The USEPA, the Town of Brunswick and local citizen groups in the management of both legacy and emergent environmental issues on the former base property.

### **PFAS well contamination:**

At recent public meetings of the Brunswick Town Council and at MRRRA Board, a number of people raised concerns about the unfortunate August 19 release of Aqueous Fire Fighting Foam (AFFF), containing PFAS compounds in Hangar 4 and the impacts it may on drinking water wells in and around Brunswick Landing. It's important to note that all drinking water at Brunswick Landing comes from the Brunswick Topsham Water District. With the exception of a well supporting the golf course, there are no private wells on the Brunswick Landing campus.

In light of the public questions and concerns raised regarding the recent AFFF release, we posed several questions to the Navy regarding the state of contaminated wells adjacent to the former base and the testing/remedial procedures moving forward.

### **1. What are the sources of these contaminated wells and what is the remedy? What is in place now?**

Per a November 5<sup>th</sup> communication from W. Rachelle Knight, the Navy BRAC Environmental Coordinator: "Although there has been significant testing completed in the impacted areas, it's too early to say whether the new release has affected the wells or if it is a result of legacy releases or other causes. MEDEP is conducting quarterly sampling of private wells for the next year (3 more events are expected) and they are sharing data to provide to the public. No data to date exceeds MEDEP drinking water standard for PFAS levels however, three wells exceed the EPA Maximum Contaminant Level (MCL). No wells exceed the DoD action level which is 3x the MCL. Because of the geology, it will take some time for the PFAS to show up from the August 19th release.

Public meetings continue to be a priority moving forward as we recognize the important of transparency on this issue. Commissioner 'Lozim did a really great job of explaining this at the first public meeting. There is no remedy in place because it is too early in the CERCLA process; however, evaluation of removal actions (including installation of extraction well 11 which went online recently) will inevitably address both the current release and the legacy releases. Navy has reviewed all data collected for the private wells and is planning additional sampling in the near future".

## **2. Would it be feasible to hold another public forum on environmental issues at the former BNAS in the near future?**

The Navy is planning a PFAS open house which will be supported by the Navy's Force Health Protection Command and ideally the local health department. They expect this to occur at the top of the year.

### **MRRA Actions:**

Please note that MRRA is staying "on-top" of this issue and is working with the Town of Brunswick, the Maine DEP, the USEPA and others to find solutions to eliminate any future occurrences. Following, are several of the immediate actions MRRA is undertaking:

1. Seeking a consultant to conduct a "Root Cause Analysis" of the hangar 4 release.
2. Engaged Poole Associates for hangar Risk Assessment and development of interim monitoring plan for the hangar AFFF systems;
3. Engaged Sevee and Mahar Engineers, Inc. (SME) to assist MRRA staff in updating MRRA's current Stormwater Pollution Prevention Plan (SWPPP) and develop a specific PFAS Spill Prevention, Control & Countermeasure (SPCC) plan for the hangars at the Brunswick Executive Airport to address new management protocols for AFFF releases. Also seeking guidance recommendations from USEPA, Maine DEP, the US Coast Guard, and the US Navy on national PFAS spill management protocols and best management procedures;
4. Working with Safespill representatives on refining project proposal and exploring funding solutions for new fire suppression technology that doesn't require AFFF, and;
5. Actively seeking funding opportunities for AFFF replacement technologies from federal and state entities, to include, but is not limited to: Requested funding from FAA – Military Airports Program and Governor (FY 25 budget).

### **Environmental History at NAS Brunswick:**

Former NAS Brunswick's history and mission (1943-2011) required the use, handling, storage, and disposal of hazardous materials and petroleum products including paints, solvents, degreasers, waste oil, fuels, pesticides/herbicides, and household products, as well as landfilling and wastewater treatment operations. The use and disposal of munitions also occurred at NAS Brunswick in some locations. In the past, few (if any) regulations guided activities at the installation, or elsewhere, and little was known about the long-term effects of hazardous materials on human health and the environment. Prior to the 1980s, hazardous materials came into contact with the environment through accidental spills, leaks, and releases; military training practices; and conventional waste

disposal practices. These activities may have resulted in conditions that do not meet today's stricter and more comprehensive environmental standards.

Currently, all hazardous materials and wastes generated at former NAS Brunswick are managed in accordance with state and federal regulations and are disposed of or recycled offsite at licensed waste disposal facilities. Past releases to the environment are being addressed by the Navy's ERP. The Navy's focus on cleanup of historical contaminant releases and preventing future releases enables the Navy to reduce any adverse effects or potential threat to the public health, public welfare, or the environment.

The Navy identified possible environmental contamination caused by operations at the installation, prior to state and federal environmental regulatory involvement. The Navy conducted a series of initial investigations at the facility. These initial investigations were detailed in the following reports: Remedial Investigation Reports (E.C. Jordan, 1990a); Phase I Feasibility Study and Development of Screening Alternatives and Feasibility Study of NAS Brunswick (E.C. Jordan, 1990b and E.C. Jordan, 1992) and the Initial Assessment Study of Naval Air Station Brunswick, (Roy F. Weston, Inc. 1983). These reports are available in the Information Repository and online Administrative Record. All investigations and documents associated with the former NAS Brunswick IRP have been completed in accordance with the CERCLA site management process. The CERCLA process is a multi-step cleanup process that begins with site discovery or notification to EPA of possible releases of hazardous substances. Sites are discovered by various parties, including citizens, state agencies, and EPA Regional offices. Some sites may be cleaned up under other authorities. EPA then evaluates the potential for a release of hazardous substances from the site using the steps in the Superfund cleanup process. Community involvement, enforcement, and emergency response can occur at any time in the process. A wide variety of characterization, monitoring, and remediation technologies are used through the cleanup process.

Former NAS Brunswick has nine active IRP sites; two of these sites (Quarry Area and Site 12 - EOD Area) were initially investigated under the Navy's Military Munition Response Program and are being addressed through the IRP. The current active sites have remedies in place that include active remediation (where the Navy is operating and maintaining a treatment system), long-term monitoring, land use controls (which the Navy is response for monitoring), or a combination thereof.

A total of 21 sites at NAS Brunswick have been or are being investigated under the Navy's IRP and in accordance with the requirements of CERCLA and the Superfund Amendments and Reauthorization Act, also known as SARA. Currently, there are nine IRP sites that have remedies in place with Records of Decision that were finalized after the listing of the facility on the NPL in July 1987.

The NAS Brunswick Restoration Advisory Board (RAB) has been actively involved in the cleanup program at the facility since 1995. A Technical Review Committee (TRC) was

established in 1988 and operated prior to the formation of the RAB. RAB members include Navy, MEDEP, EPA, and various community representatives who provide coordinated direction to IRP activities at the former NAS Brunswick. A community co-chair and a Navy co-chair lead the group's participation and input for the ongoing cleanup program at the former NAS Brunswick. Prior to the COVID-19 pandemic, in-person RAB meetings were 8 Former Naval Air Station Brunswick, Maine Community Involvement Plan CTO N4008518F5894 held on a triannual basis in 2016 and 2017 and on a biannual basis in 2018 and 2019. Since the beginning of the pandemic, two to three RAB meetings have been held per year, primarily via virtual format. Technical meetings have also been held periodically, with the most recent technical meeting held in September 2019 at Bowdoin College.

Brunswick Area Citizens for a Safe Environment (BACSE) was founded in 1990 as a non-profit organization under EPA's Technical Assistance Grant<sup>3</sup> (TAG) program. BACSE has received EPA TAG support for more than 30 years, with grant funds received totaling \$490,000 as of January 2023. BACSE comprises a group of individuals from the local community involved in the ongoing environmental cleanup process in support of the Navy's IRP, including as citizen members of the RAB with active participation in every meeting since the RAB's formation. BACSE was formed to monitor the investigation and remediation of the former NAS Brunswick, and works to educate and involve area people in the effort to obtain a safe cleanup at the site. The ongoing collaboration among the Navy, regulatory agencies, RAB members, the community, MRRRA, and BACSE has been a key element of the continuing progress in the environmental remediation program and property transfer over the last 30 years.

More detailed information on the NAS Brunswick environmental issues and remediation plan can be found in the repository at the Brunswick Public Library, online Administrative Record, and summarized in the 2023 Community Involvement Plan and the slide decks of the RAB meetings, both of which are included on this website.

## Accidental Discharge of PFAS Containing Firefighting Foam at Brunswick Executive Airport

### *Accidental Discharge of PFAS Containing Firefighting Foam at Brunswick Executive Airport*

August 19, 2024 3:00 p.m.

As I reported earlier this morning, there was a discharge of the fire suppression system at Hangar 4, at the Brunswick Executive Airport at approximately 5:15 a.m. this morning. MRRA staff received electronic notification that the fire suppression system had been engaged in Hangar 4. This fire suppression foam system is required in hangars of this size.

Immediate action was taken to notify the Maine Department of Environmental Protection (MaineDEP), the United States Environmental Protection Agency (USEPA), EPA's National Response Center, Brunswick Fire Department, Brunswick Sewer District, the United States Department of Navy to begin the response and the initiation of a comprehensive clean-up effort to remediate the effects of the deployed fire suppression system

The fire suppression system discharged approximately 1,600 gallons of foam containing PFAS, commonly known as "forever chemicals" due to their persistence in the environment. The cause of the accidental discharge is still under investigation.

The Midcoast Regional Redevelopment Authority (MRRA) is a quasi-municipal corporation created by the State of Maine to manage the redevelopment of the former Naval Air Station Brunswick which was closed as a result of a federal Base Realignment and Closure action in 2005.

MaineDEP, who is overseeing the cleanup effort, was notified immediately and had officials on site quickly to assess the extent of contamination and monitor affected areas within hangar 4, TechPlace, and areas impacted outside the buildings.

MRRA activated an Incident Command Center at 8:30 a.m. to begin the coordination of the response team and clean-up effort which will involve a multi-phase approach to ensure thorough remediation of affected areas. MRRA has retained Clean Harbors of South Portland to provide containment and clean up services. They are on site with vacuum trucks, containment booms, and frac tanks to begin this cleanup effort.

"We take this situation very seriously and are committed to addressing the cleanup with the utmost urgency and transparency," said Kristine Logan, the Executive Director of the Midcoast Regional Redevelopment Authority. "Our goal is to not only clean up the affected areas but also to ensure that such incidents are handled effectively and responsibly."

MRRA will continue to work closely with local, state, and federal agencies to ensure compliance with all regulatory requirements and to minimize any negative impacts to the environment.

process.

August 19th, 11:00 AM

## ***Accidental Discharge of PFAS Containing Firefighting Foam at Brunswick Executive Airport***

We want to inform the public of a discharge of firefighting foam containing PFAS from the fire suppression system at Hangar 4, Brunswick Executive Airport at approximately 5:30 a.m. this morning.

The Maine Department of Environmental Protection (MaineDEP), Brunswick Fire Department and Clean Harbors are currently on-site assessing the situation and addressing any potential impacts.

We understand the importance of this matter and are committed to keeping you informed. Additional details will be provided as they become available.

Thank you for your attention and understanding.

Kristine Logan

Executive Director

Midcoast Regional Redevelopment Authority

Categories: Brunswick Landing, MRRA, MRRA in the News August 19, 2024 5 Comments

Tags: AFFF



**Author: Jake Levesque**

Jake is the Director of Innovation & Development at the Midcoast Regional Redevelopment Authority (MRRA) [See Jake's full bio](#)

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**Melee**

August 20, 2024 at 8:16 pm

Hello,  
Is the water safe to drink and bathe in on the landing in Bruns, ME?

Reply



**Jake Levesque**

August 21, 2024 at 9:39 am

Hello,  
There is no reason to believe that the water has been contaminated and it is safe to drink and bathe in.  
Thanks

Reply



**Steve Hodge**

August 23, 2024 at 8:25 pm

When will the samples be analyzed and their data made available to the public?

Reply



**Steve Hodge**

August 23, 2024 at 8:43 pm

From <https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas>  
The maximum contamination limit enforced by the EPA for a PFOA compound is 4 ppt (parts per trillion). I disagree with Mr. Levesque. There is no reason to believe that the water is safe to drink without measurements that show that the water contains less than 4 ppt of the chemical.

What has been measured is well over 1,000 gallons of AAAF deposited on the ground at Brunswick Landing on the morning of 19-August-2024.

What has been researched and well documented are the toxic effects of these "forever chemicals" in humans.

Reply



**Jake Levesque**

September 4, 2024 at 9:29 am

Steve,  
Feel free to reach out to DEP for further info. Thank you  
David Madore, Deputy Commissioner of the Maine Department of Environmental Protection is the point person for inquiries regarding the incident and response: David R. Madore, Deputy Commissioner david.madore@maine.gov



**FINDING OF SUITABILITY TO LEASE  
BUILDING 250  
(Approximately 2.93 Acres)**

**FORMER NAVAL AIR STATION BRUNSWICK  
BRUNSWICK, MAINE**



**Prepared by:**

**Department of the Navy  
Base Realignment and Closure  
Program Management Office East  
4911 S. Broad Street  
Philadelphia, Pennsylvania 19112**

**February 2013**

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## **1.0 PURPOSE**

This Finding of Suitability to Lease (FOSL) summarizes how the requirements and notifications for hazardous substances, petroleum products, and other regulated material on the property have been satisfied, and documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as Building 250, associated parking area, and support buildings 253 and 648 (Lease Parcel) at the former Naval Air Station Brunswick (NASB) are environmentally suitable for lease to the Midcoast Regional Redevelopment Authority (MRRA) subject to the notices, restrictions, and provisions set forth in this document. The Lease Parcel totals approximately 2.93 acres of land on the Main Base of the former NASB and was previously used for administrative offices of the former commanding officer and by the Aircraft Intermediate Maintenance Department (AIMD).

The suitability for lease decision is based on review of information contained in reports, the former NASB Environmental Department records, and other communications listed in Exhibit A (References), particularly the Final Resource Conservation and Recovery Act (RCRA) Partial Closure Reports for Building 250 – 3rd Deck (Tetra Tech, 2011a) and Building 250 – Aircraft Intermediate Maintenance Department Parcel and Hangar 4 – Aircraft Maintenance Hangar (Tetra Tech, 2011b), and the Draft Technical Memorandum, Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4 (Tetra Tech, 2013). Factors leading to this decision and other pertinent information related to property lease requirements are stated below.

This FOSL is being prepared to allow MRRA to sublease this building in March 2013.

## **2.0 PROPERTY DESCRIPTION**

### **2.1 Parcel Description**

The Lease Parcel is located in the central part of the Main Base on the aircraft apron west of Orion Street (Figure B-1), and is comprised of the footprint of Building 250 and land south of the building. The Lease Parcel includes Buildings 648 (former Auxiliary Power Unit [APU] Shop) and 253 (VR-62 Turnstile Entry Control Point [ECP]), the Quarterdeck (former Security Dispatch), an elevator tower and access bridge connecting the Quarterdeck to the Third Deck of Building 250, an emergency generator building at the southeast corner of Building 250, and an asphalt parking area (Figure B-2).

Building 250 was constructed in 1956 as an aircraft maintenance hangar, AIMD work spaces, and administration space and consists of a 184,000-square-foot, steel-truss-framed building on a concrete slab foundation. Building 250 includes the AIMD spaces on the two-story ground floor in the eastern

portion of the building, and Hangar 4 (which is not part of the Lease Parcel) comprised of the three-story ground floor in the western portion of the building. The Third Deck occupies the top (third) story of the center portion of Building 250. Constructed in 1956 as part of Building 250, the top story occupies approximately 28,560 square feet and was always used as administrative space. In addition, the photography laboratory previously located in Building 200 (Air Traffic Control Tower) was relocated to the Third Deck in 1983 for a period of time. The eastern portion of Building 250 was constructed in two phases in 1980 and 1983, and the Quarterdeck was added in 2000. Building 250 was originally heated via steam, and then by an oil-fired boiler, until the base was converted to a natural gas supply in 2001.

The Lease Parcel is bordered to the north by MRRRA Parcel AIR-6; to the east by a parking area and Orion Street beyond; to the south by MRRRA Parcel AIR-1; and to the west by Hangar 4 and MRRRA Parcel AIR-1 beyond.

## **2.2 Proposed Reuse for Lease Parcel**

MRRA proposes to sublease the Third Deck portion of Building 250 to a local start-up corporation that will provide business process outsourcing and transformation services, including but not limited to, contact center operations, help desk operations, logistics and fulfillment, third party quality assurance analysis, training, staffing, and consulting. Under the terms of the lease, this will be the only area of the Lease Parcel that may be occupied. All other areas of Building 250 may be used for cold storage only, and occupied only when periodic maintenance is required. The Quarterdeck will provide an entrance to the elevator tower which will be used by the MRRRA sublessee to access the Third Deck, and Building 648 will be used by MRRA for furniture storage. MRRA does not plan to use Building 253 which houses a turnstile formerly used to control pedestrian access to the aircraft apron. The proposed uses for the Lease Parcel conform to MRRA's Master Reuse Plan and are consistent with previous uses (administrative space), subject to the notices, restrictions, and provisions set forth in Section 3.9 of this document.

## **3.0 SUMMARY OF ENVIRONMENTAL REQUIREMENTS AND NOTIFICATIONS**

Available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Lease Parcel was compiled primarily from the RCRA partial closure reports listed in Exhibit A (Tetra Tech, 2010a, 2011a-c). The following sections summarize the findings as they relate primarily to the Third Deck portion of the Lease Parcel, as it will be the only occupied area. More detailed information regarding the AIMD portion of the Lease Parcel is available in the partial closure reports.

### **3.1 Comprehensive Environmental Response, Compensation and Liability Act**

#### **3.1.1 CERCLA Hazardous Substance Notice**

Section 120(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requires that the lease provide notice if it is known that hazardous substances were stored for one year or more in quantities greater than or equal to 1,000 kilograms (kg) or the hazardous substances' CERCLA reportable quantity found at 40 CFR 302.4, whichever is greater. Hazardous substances that are also listed at 40 CFR 261.30 as acutely hazardous wastes, and that are stored for one year or more, are subject to the notice requirement when stored in quantities greater than or equal to one kg. The notice is also required for the known release of hazardous substances when hazardous substances are or have been released in quantities greater than or equal to the substances' CERCLA reportable quantities found at 40 CFR 302.4.

Hazardous substances, including trichloroethane (TCA), trichloroethene (TCE), adhesives, corrosives, lead, and paints were used for aircraft maintenance. AIMD shops generated wastes including waste oil, hydraulic fluid, cleaning solvent (PD-680), paints, air filters, primers, glue, toluene, degreaser (TCA); waste battery acids, and lubricants. Hazardous substances including TCE, TCA, and lead were likely stored in quantities exceeding thresholds cited above. A CERCLA Hazardous Substance Notice for Building 250 is included in this FOSL as Exhibit C.

#### **3.1.2 CERCLA Responses on the Lease Parcel**

##### **Site-Related Studies**

Soil and groundwater quality data in the area surrounding Building 250 were evaluated in May and June of 2012 as an Area of Potential Interest (AOPI) because there was potential for undocumented releases of hazardous substances based on historical activities and practices similar to those at Hangars 1, 2, and 3. In September and October of 2012, a supplemental groundwater and vapor intrusion (VI) investigation was performed. The draft report summarizing the combined results of these efforts, the Technical Memorandum, Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4 (Tetra Tech, 2013), is currently under development.

Analytical results for samples collected as part of these effort indicated no significant soil contamination at the Lease Parcel. Based on visual observations and field screening, no evidence of soil contamination was found in 14 soil borings. Groundwater concentrations of two volatile organic compounds (VOCs), cis-1,2-dichloroethene and TCE, slightly exceeded their respective Maximum Contaminant Level/Maine Maximum Exposure Guideline (MCL/MEG) criteria at 5 of 14 monitoring wells. Several VOCs were detected in sub-slab soil gas samples, and concentrations of two VOCs (tetrachloroethylene and

chloroform) exceeded Soil Gas Target criteria at four of 13 locations sampled, indicating that low-level residual subsurface contamination is present. The Maine Department of Environmental Protection (MEDEP) requested indoor air sampling in Building 250 and Hangar 4 based on the exceedances of groundwater and soil gas screening criteria. Analytical results for indoor air samples collected in October 2012 show that VOC concentrations are less than Indoor Air Target criteria and no complete VI pathway exists. A second round of indoor air sampling to confirm the first round results is scheduled for Spring 2013.

### **Historical Radiological Study**

The U.S. Department of the Navy (DoN) undertook the assessment of radioactive materials at the former NASB under the authority of CERCLA, which defines radionuclides as hazardous substances. A Historical Radiological Assessment (HRA; NAVSEA, 2012) was prepared pursuant to the DoN Environmental Restoration Program to fulfill the requirements for a CERCLA preliminary assessment.

The HRA:

- designated areas as “impacted” or “non-impacted” by the use or disposal of general radioactive materials (G-RAM);
- identified potential, likely, or known sources of radioactive materials, contamination, and areas of use;
- assessed the likelihood of residual contamination and contamination migration;
- identified areas that needed further action; and,
- provided recommendations for future radiological investigations and remediation processes.

Building 250 was designated as “impacted” in the HRA based on historical information. The potential for contamination was designated “unlikely”; i.e., that residual radioactive contamination was not expected, but investigation was warranted. A scoping survey was performed in June 2012 to determine whether contamination in excess of current release criteria existed. The Maine Radiation Control Program completed a review of the September 2012 “Draft” Final Status Survey Report related to the unrestricted release of Building 250, and stated in a January 11, 2013 letter that “Based on our observation of the work performed in the field and the review of documents, the program concurs with the decision for unrestricted use without concern for radiological contamination.” Therefore, the Navy will send a letter stating the “Draft” Final Status Survey Report was accepted with no changes and will be considered the “Final” Final Status Survey Report.

### **3.1.3 CERCLA Access Clause**

The Lease Parcel is part of the NASB National Priorities List (NPL) site. There are ongoing investigations on the Main Base. The lease shall contain a clause granting the United States of America and MEDEP access to the property (see Section 3.9).

### **3.1.4 CERCLA Notification to State Regarding Lease**

CERCLA 120(h)(5) requires that in the case of real property owned by the United States, on which any hazardous substance or any petroleum product or its derivatives (including aviation fuel and motor oil) was stored for one year or more, known to have been released, or disposed of, and on which the United States plans to terminate Federal Government operations, the head of the department, agency, or instrumentality of the United States with jurisdiction over the property shall notify the State in which the property is located of any lease entered into by the United States that will encumber the property beyond the date of termination of operations on the property. Such notification shall be made before entering into the lease and shall include the length of the lease, the name of person to whom the property is leased, and a description of the uses that will be allowed under the lease of the property and buildings and other structures on the property. Because of past storage of hazardous substances and petroleum products on the Lease Parcel, the Navy will notify the MEDEP in accordance with CERCLA 120(h)(5) as described above, prior to execution of the lease.

## **3.2 Resource Conservation and Recovery Act**

The former NASB was a large quantity generator (EPA ID Number ME8170022018) as defined by the 1984 Hazardous and Solid Waste Amendments to RCRA. RCRA authority was delegated by the USEPA to the State of Maine. The former NASB RCRA Facility at the Main Base was closed to meet the hazardous waste closure requirements of Maine Hazardous Waste Rules, Chapter 851, Standards for Generators, Section 11, Closure, and other relevant rules pursuant to 38 M.R.S.A., Section 1301, et seq. The RCRA Facility was defined as the former NASB Main Base. Therefore, the Navy prepared RCRA partial closure reports to close the individual buildings, structures, and land areas that comprise the Main Base.

The closure activities performed at the individual locations are described in detail in the associated RCRA partial closure reports (Tetra Tech, 2010a, 2011a-c) which document the records research; site visit observations; results of NASB Environmental Department personnel interviews; sampling results if applicable; and response actions, if any, with respect to hazardous waste generation, accumulation, or storage activity. The RCRA partial closure reports served as the major source of information for this

FOSL, and relevant findings for the Third Deck (the portion of the Lease Parcel to be occupied) are incorporated into the appropriate sections.

Based on the site visit observations and records research findings, environmental samples were collected from various areas in the Lease Parcel to investigate the potential presence of hazardous waste residues. Due to the age and/or the use of the buildings, wipe samples were collected from floors, walls, and work benches in certain rooms of Building 250 and Building 648 for analysis of RCRA 8 metals. Room 313 of the Third Deck was included because of minor soldering activities associated with computer repair. The lead results for wipe samples were compared to the MEDEP criterion for lead-contaminated, settled dust on floors, 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ), applicable for NASB RCRA closures. The other seven RCRA metals were compared to available World Trade Center (WTC) Settled Dust Screening Values (WTC, 2003). Based on sample results, 29 rooms in Building 250 (including Room 313) and two rooms in Building 648 required interior cleaning, or similar activities to meet the requirements established by the MEDEP for NASB RCRA closure with respect to hazardous waste residues. Details are provided in the partial closure reports.

The Third Deck closure report indicates that two small spills involving tailing unit solution in the Silver Recovery Room and aerial photograph fixer in the Aerial Processing Room occurred in the Photo Laboratory in 1994. Spill cleanup actions and corrective measures undertaken following the spills are described in the partial closure report. The Photo Laboratory was removed and the Third Deck extensively renovated in 1999. In March 1999, a Photo Lab Closure Report was prepared for the two precious metal recovery systems located on the Third Deck. The recovery systems and their hazardous waste accumulation point were decontaminated, and confirmatory samples were collected. Hazardous wastes associated with the closure and solid waste debris associated with demolition of the lab were transported offsite for disposal to the appropriate permitted facilities. There were no other hazardous waste generating activities associated with the Third Deck.

Composite samples of loose paint material were collected from the interior walls of Rooms 108 and 114 in the AIMD area of Building 250 to determine if the residues were hazardous waste. Toxicity Characteristic Leaching Procedure (TCLP) RCRA 8 metals were below applicable comparison criteria, and polychlorinated biphenyls (PCB) results were non-detect with respect to laboratory detection limits. Solids samples were collected from several sumps/floor drains in this area of Building 250 as well. Based on analytical results, the sump in Room 158 (cleaning/oil storage) was cleaned out, and a floor drain in Room 145 was removed. It is possible that PCB-containing transformers could have been located at Building 250 given the age of the building. Therefore, soil samples for PCB analysis were collected at six locations around Building 250 where the previous transformers were located. All soil PCB results were non-detect with respect to laboratory detection limits.

The hazardous waste closures for Building 250 and its support buildings were completed in accordance with provisions of the MEDEP Regulations Chapter 781, Standards for Generators of Hazardous Waste Section 11.

### **3.3 Presence of Petroleum Products and Derivatives**

Petroleum products have been used and stored in aboveground storage tanks (ASTs) on the Lease Parcel, as described in Section 3.4 below. There are no known or suspected petroleum releases that originated on the Lease Parcel.

### **3.4 Underground Storage Tanks (USTs), Aboveground Storage Tanks (ASTs) and Oil-Water Separators (OWSs)**

There are no underground storage tanks (USTs) associated with Building 250. Petroleum products have been used and stored in ASTs and an oil water separator (OWS) on the Lease Parcel (Figure B-2). There are currently two ASTs within the Lease Parcel, one active hydraulic oil AST associated with the Elevator Tower and one closed waste oil AST associated with the former Propeller Shop in the AIMD area. Immediately adjacent to the Lease Parcel, there is also an inactive fuel oil AST on the northeast corner of Building 250, and an active diesel generator on the southeast corner of the building. There are no ASTs associated with the Third Deck. No releases have been reported for any of the ASTs.

There is one active OWS associated with Building 250, located southeast of the building exterior and is not on the Lease Parcel. This OWS collects discharge from the interior floor drains and trench drains located within the hangar and work spaces and discharges to the NAS Brunswick sanitary sewer system. The OWS was serviced annually as part of the base OWS and trench drain maintenance program. The servicing included removal of accumulated petroleum products and excessive sludge, and proper disposal of all collected petroleum-contaminated water, petroleum products, and sludge. The water and sludge removed from the base OWSs and trenches during this annual base-wide cleaning event were collectively disposed of as non-hazardous, oil-contaminated liquid and solids.

Available information about the ASTs and OWS is provided in the RCRA partial closure reports.

### **3.5 Munitions and Explosives of Concern**

There are no Munitions Response Program sites within the Lease Parcel. Based on information compiled for the RCRA partial closure reports, the ordnance area in Building 250 consisted of a series of workshops and offices in the AIMD area that tested and repaired the bomb racks for the aircraft. Building 250 and Hangar 4 were included in an Explosives Safety Inspection Close-Out of Potential Explosion

Sites performed by the Naval Ordnance Safety and Security Activity (NOSSA) in late March 2010 (NOSSA, 2010) as were the other hangars on base. The closeout inspection report indicated that these facilities were "Empty/Clear of Explosives/Ammunition", "Clean", "Fire/Chemical Hazard Symbol Removed", and "Marked as Empty". "Secured to Prevent Use/Access" was not applicable. NASB received site approval and explosives safety certification approval on July 7, 2010.

### **3.6 Asbestos-Containing Material**

Building 250 was surveyed for asbestos in 1998 to support preparation of the Asbestos Operation and Maintenance Plan. An asbestos inventory was also completed in 2005 (DoD BRAC PMO, 2006). A Lead and Asbestos Containing Building Materials Summary for Building 250 was prepared in 2011 by the NASB Asbestos Program Manager prior to base closure (Sanders, 2011). The summary was compiled based on existing information in the surveys and NASB files. Asbestos containing material (ACM) has been identified in straight piping, transite board, tile, and mastic in Building 250. No friable, accessible, and damaged asbestos was reported; however, prior to any future renovations or demolitions, previously untested materials considered suspect by USEPA, MEDEP, and Occupational Safety and Health Administration (OSHA) regulations should be sampled and analyzed.

Segments of steam lines associated with the former heating system may be present on the Lease Parcel. Typically, the steam lines going into NASB buildings consisted of two steel pipes in concrete trenches, one approximately 3 to 4 inches in diameter and a larger one 5 to 6 inches in diameter. Some pipes were insulated with ACM and some were not. Some of the steam lines were removed at the connections to the buildings at the time of the conversion; however, specific documentation for the Lease Parcel is not available. Part of the steam line that runs under Building 250 in a utility tunnel was planned for abatement when it was removed or reused for hot water based on a NASB Public Works drawing, but it is not known if all of it was abated. Therefore, for any work that could impact abandoned steam lines, it must be assumed that ACM materials may be present (Sanders, 2010).

The possibility remains for the presence of undiscovered ACM associated with underground utilities or miscellaneous building materials. While this potential ACM does not pose a hazard to site users, future renovation or demolition and/or subsurface work performed could result in friable and damaged ACM hazards. Therefore, the LESSEE must comply with all applicable State and Federal laws relating to ACM management in order to ensure future protection of human health and the environment during any future renovation/demolition activities or underground utility work. An Asbestos Hazard Disclosure and Acknowledgment Form is included as Exhibit D to this FOSL and will be provided to the LESSEE for execution at the time of lease.

### **3.7 Lead-Based Paint**

Federal lead standards established by USEPA and the Department of Housing and Urban Development quantify lead based paint (LBP) as 0.5% lead dry weight. LBP was banned for residential use in 1978. Lead-containing paint is any paint which contains lead as determined by a testing laboratory using a valid test method. OSHA regulations do not indicate a specific level of lead that is permissible during construction and/or demolition activities. Current manufacturing standards for paint allow up to 0.06% for residential use, while industrial paint applications can contain much higher concentrations. Other building materials may contain lead, as in roof flashing, caulking and vent sealant.

The NASB Asbestos Program Manager/Lead Coordinator prepared a Lead and Asbestos Containing Building Materials Summary for most of the buildings and structures on the Lease Parcel in 2011 (Sanders, 2011). The summary was based on existing file information and indicates that materials at some but not all of the buildings were tested for lead. Paint samples from Building 250 exceeded 0.5% lead. Materials in Building 253 were not tested but based on its date of construction (2006) it is unlikely to contain LBP. The Building 648 summary indicated that several paint samples had levels less than 0.5% lead. Buildings constructed before 1978 when LBP was banned for consumer use are suspected to contain some LBP. After 1978, some LBPs were still available for industrial uses. Other building materials may contain lead, as in roof flashing, caulking and vent sealant. A Lead-Based Paint Hazard Disclosure and Acknowledgment Form, Exhibit E to this FOSL, will be provided to the LESSEE for execution at the time of lease.

### **3.8 Polychlorinated Biphenyls**

PCB-containing equipment including PCB transformers (containing greater than 500 ppm PCBs) and PCB-contaminated transformers (containing greater than 50 ppm PCBs but less than 500 ppm) were removed from the former NASB by 1995. According to NASB Environmental Department personnel, the removal/replacement process began in the mid to late 1980s. According to the RCRA partial closure reports, there are three non-PCB transformers currently associated with Building 250; however, none of them are on the Lease Parcel. There have not been any documented leaks or releases from transformers in past use on the Lease Parcel.

Based on historical information and the age of Building 250, it is possible that PCB-containing transformers were used there in the past. Areas that historically may have had PCB-containing or PCB-contaminated transformers were tested as part of the RCRA closure process. Soil samples were collected for PCB analysis at six locations around Building 250 where previous transformers were located to assess potential PCB impacts to soil. PCBs were not detected in any of the samples (Tetra Tech, 2011b).

USEPA has advised that buildings constructed or renovated between 1950 and 1978 have the potential to have PCBs contained within the caulking, and that PCBs can migrate from the caulk into air, dust and surrounding material, such as wood, bricks and soil. Inasmuch as USEPA has yet to establish a link between PCBs in caulking and public health risk, USEPA presently does not require that caulking in these buildings be tested for the presence of PCBs. Notwithstanding, the LESSEE is provided notice by receipt of this FOSL that Building 250 and Building 648 may have caulking containing PCBs based on their year of construction, or possible renovations. The LESSEE is put on notice by receipt of this FOSL that all damaged caulking in the building and materials in contact with, or soil beneath, the damaged caulking, if encountered, should be handled, managed, and disposed of in accordance with established protocols for regulated building materials during maintenance and/or renovations by the LESSEE.

Ballasts in fluorescent light fixtures manufactured prior to 1979 may contain sealed PCB-containing components. A survey of station buildings/structures/facilities for PCB-containing light ballasts has not been conducted; however, it is possible that surplus light fixtures could have been used up to 1982. Therefore, it is assumed buildings/structures/facilities constructed up until 1982 may have light fixtures with PCB components; however, many buildings that were constructed prior to 1982 have had interior renovations and new light fixtures that do not contain PCBs may have been installed.

### **3.9 Environmental Notices, Restrictions, and Provisions**

Certain notices, provisions, and land use, soil, groundwater and other restrictions for the subject Lease Parcel will apply during the period of the lease in order to ensure protection of human health and the environment. Provisions and restrictions may be related to the current environmental condition of the property, to any ongoing or future environmental investigations or response actions that may be conducted on the subject or adjacent property, and to any proposed operations of the LESSEE and any Sublessee. The following language will be included in the Lease Agreement.

- 1 Use Restrictions:** Use of the Lease Parcel shall be limited to administrative uses. Only the Third Deck may be occupied by the LESSEE or any Sublessee. The remainder of the Lease Parcel may not be occupied, but may be used for cold storage or episodic maintenance activities. The LESSEE and any Sublessee shall be prohibited from using the Lease Parcel for residential or office scenarios that include long-term elder care facilities, child day care, pre-school, child playground or any other similar child occupied facility or activity. The Lease Parcel shall not be used for dwellings of any kind, lodgings, campground, community centers, recreational facilities, stables, farms, or vegetable gardens.

- 2 **Notice Of Hazardous Substance Activity in accordance with 42 U.S.C. §9620(h)(3)(A)(i):** Exhibit “\_” to this Lease Agreement provides information as to those hazardous substances which it is known, based upon GOVERNMENT’s complete search of its files, were stored for one (1) year or more, or were released or disposed of on the Lease Parcel. The information contained in Exhibit “\_” is required under 42 U.S.C. § 9620(h)(3)(A)(i), and implementing EPA regulations at Title 40, Code of Federal Regulations, Part 373.
  
- 3 **Reservation of Access:** The LESSEE shall ensure that the Navy, Navy contractors, and regulatory agency personnel, including USEPA and MEDEP, have unencumbered access to perform environmental investigations, monitoring activities, removal or remedial actions, or oversight of any IR Program Sites, CERCLA AOCs, petroleum sites that require continued assessment, monitoring or remediation under the BRAC Clean-up Plan, Installation Restoration Program, Federal Facility Agreement, Interagency Agreement or any other environmental investigations. These activities include but are not limited to installation of soil borings, monitoring wells, or well points, test pit investigation, sampling, performing inspections, installation of remedial systems, or other activities as deemed necessary. No barriers, fences, or other obstructions shall impede access to the areas where these activities are being conducted by Navy, Navy contractors, and regulatory agency personnel.
  
- 4 **Federal Facility Agreement:** NASB has been identified as an NPL Site under CERCLA of 1980, as amended. The terms of the lease, as they currently exist or may be amended, shall not affect the rights and obligations of parties under the FFA. The FFA Section VIII requires that the Navy ensure that any transactions involving interest or right in real property do not impede or impair activities or response actions taken pursuant to the FFA. The Navy will provide a copy of the FFA as part of the Lease Agreement. The LESSEE and any Sublessee agree that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA shall take precedence. The LESSEE and any Sublessee will ensure that provisions in the lease agreement (and any future subleases) address the rights of Navy and regulatory agencies to access the property to conduct environmental studies and investigations and to carry out environmental responses as necessary; contain provisions relating to compliance with applicable health and safety plans; and for operation of any response actions. The Finding of Suitability to Lease (Exhibit “\_”) shall be made available as a part of any leases or subleases entered into with any other party.
  
- 5 **Use of Groundwater:** Volatile organic compounds have been detected in samples collected on the Lease Parcel at concentrations exceeding drinking water standards, as described in the Finding of Suitability to Lease attached as Exhibit “\_” to this Lease Agreement. The LESSEE and any Sublessee agree that no groundwater extraction/production supply wells shall be installed or permitted, and that no access to groundwater for dewatering or other purposes shall be permitted in

the Lease Parcel without the prior written approval of the Navy and the applicable federal and state regulatory agencies, as appropriate.

- 6 **Soil Disturbance:** The LESSEE and any Sublessee shall be prohibited from conducting soil excavation, drilling, digging or other ground-disturbing activities; and disturbance of building slabs, roads and other structures and paved areas, without prior written approval of the Navy, and the applicable federal and state regulatory agencies, as appropriate. The LESSEE, and any Sublessee, or their subcontractors, shall stop all work and notify the Navy immediately if previously unknown contamination, such as, but without limitation, buried debris, stained soil, unusual odors, is discovered during soil disturbing activity. No soil shall be removed from any parcel unless the LESSEE and its Sublessee have adequately characterized the soil to the satisfaction of USEPA and MEDEP. The LESSEE and any Sublessee shall obtain approval of the disposal facility from the Navy, USEPA and MEDEP before offsite movement of soil from the Lease Parcel. Any soil or aggregate brought onto the Base to be utilized on the Lease Parcel shall be tested by the LESSEE and any Sublessee and approved by the Navy, USEPA, and MEDEP prior to transport.
- 7 **Construction/Demolition Activities:** The LESSEE and any Sublessee shall be prohibited from conducting building or demolition activities; disturbance of existing wetlands, surface water, sediment, or storm water drainage systems; utility tie-ins; or any other alterations below the ground surface without prior written approval of the Navy, and coordination with the applicable federal and state regulatory agencies, as appropriate.
- 8 **Permits:** Prior to the commencement of any demolition work by any party on the Lease Parcel, the LESSEE and any Sublessee is responsible for obtaining and must furnish the Navy copies of all required notices, permits, and permit approvals. These include, but are not limited to, plans addressing asbestos removal; demolition; hazardous waste management, transport, and disposal; solid waste management including asphalt, brick, concrete, and other debris; permits and notifications.
- 9 **Presence of Asbestos:** The LESSEE and any Sublessee will comply with all federal, state and local laws relating to ACM in its use in buildings or structures on the Lease Parcel. The Navy assumes no new or further liability as a result of this lease than it would otherwise have for losses, judgments, claims, demands or expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM in buildings, structures and buried utilities on the Lease Parcel, arising during the term of this lease. Due to the potential presence of undiscovered ACM associated with underground utilities, any subsurface work performed by the LESSEE and any Sublessee, or their contractors must be conducted in accordance with applicable regulations and

conducted by trained, properly-equipped personnel. Buildings will be leased "as is" and asbestos hazards in buildings, structures and underground utilities will become the responsibility of the LESSEE and any Sublessee during the term of the lease. The Lessee will be required to sign and shall require any Sublessee to sign the Asbestos-Containing Materials Hazard Disclosure and Acknowledgment Form included as Exhibit D of this FOSL prior to execution of the lease.

- 10 **Presence of Lead-Based Paint (LBP):** The LESSEE and any Sublessee will comply with all federal, state, and local laws relating to LBP in its use in buildings and structures on the Lease Parcel. The Navy assumes no new or further liability as a result of this lease than it would otherwise have for losses, judgments, claims, demands, expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP in buildings and structures on the Lease Parcel, arising during the term of the lease. Buildings will be leased "as is" and LBP hazards will become the responsibility of the LESSEE and any Sublessee during the term of the lease. The LESSEE will be required to sign and shall require any Sublessee to sign the Lead-based Paint Hazard Disclosure and Acknowledgment Form included as Exhibit E of this FOSL prior to execution of the lease.
- 11 **Presence of Polychlorinated Biphenyls in Building Materials:** The LESSEE acknowledges that fluorescent light fixture ballasts in facilities on the Lease Parcel may contain PCBs. Prior to beginning any maintenance, alterations, demolition, restoration, or construction work affecting fluorescent light fixtures, the LESSEE must determine if PCB ballasts are present. If present, PCB ballasts and/or fixtures must be disposed of properly in accordance with all applicable Federal, State, and local laws and regulations. The LESSEE also acknowledges that buildings constructed or renovated between 1950 and 1978 have the potential to have PCBs contained within caulking, and the PCBs can migrate from the caulk into air, dust and surrounding material, such as wood, bricks and soil. Such materials must be handled, managed and disposed of properly during maintenance and/or renovations by the LESSEE.
- 12 **Heating, Ventilation, and Air Conditioning (HVAC) System:** The LESSEE will be responsible for operation and maintenance of the Building 250 HVAC system for the term of this Lease Agreement.
- 13 **Tank Use:** The LESSEE and any Sublessee are prohibited from using the aboveground storage tanks present on the Lease Parcel without prior written approval of the Navy.
- 14 **Other Land Use Controls:** The LESSEE and any Sublessee must comply with provisions for all existing or future Land Use Controls established for sites as part of CERCLA RODs, Remedial Design documents, Petroleum Program Decision Documents.

### **3.10 Environmental Compliance Agreements/Permits/Orders**

The former NASB (Main Base) is an NPL site under CERCLA of 1980, as amended. Thus, the Lease Parcel on the Main Base is subject to the NASB Federal Facility Agreement (FFA), October 1990, as amended, that was signed by the Navy, USEPA, and MEDEP (DoN, EPA, MEDEP, 1990). As indicated in Section 3.9 of this FOSL, the terms of the lease do not affect the rights and obligations of parties under the FFA. There are no other environmental compliance agreements, permits, or orders associated with the Lease Parcel.

### **3.11 Availability of References**

Select references contained in Exhibit A are available at the public information repository at the Curtis Memorial Library, 23 Pleasant Street, Brunswick, Maine. With the closure of NASB, references are available upon request from the Navy Caretaker Site Office located in Building 53 at the former NASB and the Navy Base Realignment and Closure (BRAC) Program Management Office Northeast, located in Philadelphia, PA.

### **3.12 Notification to Regulatory Agencies and Public**

The MEDEP and the USEPA have been advised of the proposed lease. The USEPA and MEDEP have reviewed this FOSL and its exhibits, and their comments on this FOSL have been incorporated or otherwise addressed as detailed in Exhibit F. The FOSL was made available to the public at the Curtis Memorial Library for a 14-day period starting January 28, 2013, and ending February 11, 2013. Notice of the availability of this FOSL was provided in the Times Record (of Brunswick, Maine) on January 28, 2013. Copies of all lease documentation will be made available to the USEPA and MEDEP representatives upon request after execution of the same.

**4.0 FINDING OF SUITABILITY TO LEASE**

Based on a review of the information contained in this FOSL, and the notices, restrictions, and provisions that will be contained in the lease, the uses contemplated for the lease are consistent with the protection of human health and the environment. The United States will ensure that all remedial action necessary is taken with respect to any hazardous substance attributed to Navy activity remaining on the property, where such remedial action has not been taken on the date of the lease. The property is therefore suitable for lease.

21 Feb 2013  
Date

  
\_\_\_\_\_  
David Drozd  
Director  
NAVFAC BRAC Program Management Office East  
Philadelphia, Pennsylvania

**EXHIBIT A**

**References**

## REFERENCES

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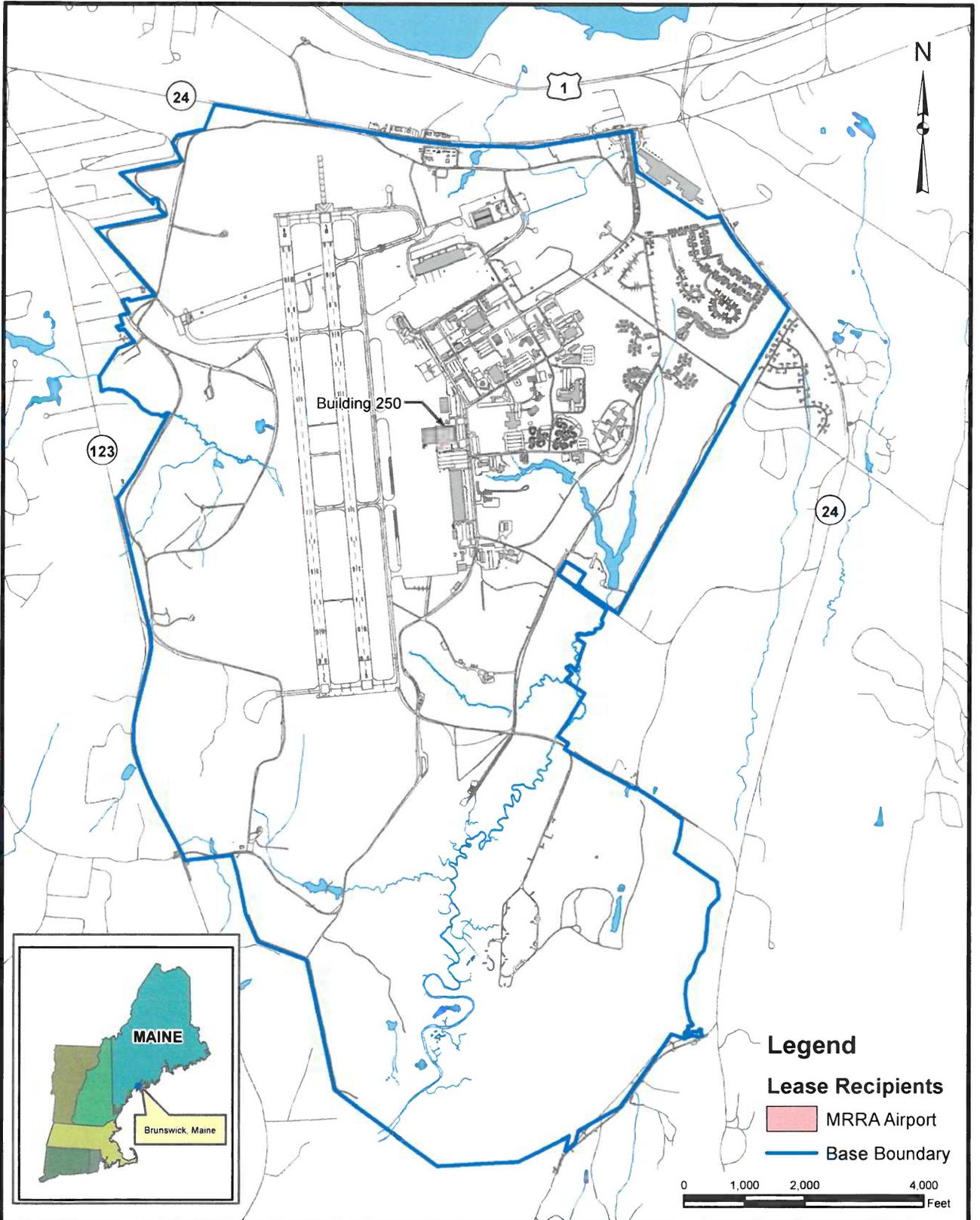
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**EXHIBIT B**

**Figures**

G:\GIS\_ARC\ME\_GIS\NASBFOSL\_250\_AIND\NASB\_FOSL\_2013\_1\_FIGB-1.MXD NEC 02/08/13



**Legend**

- Lease Recipients**
- MRRRA Airport
- Base Boundary

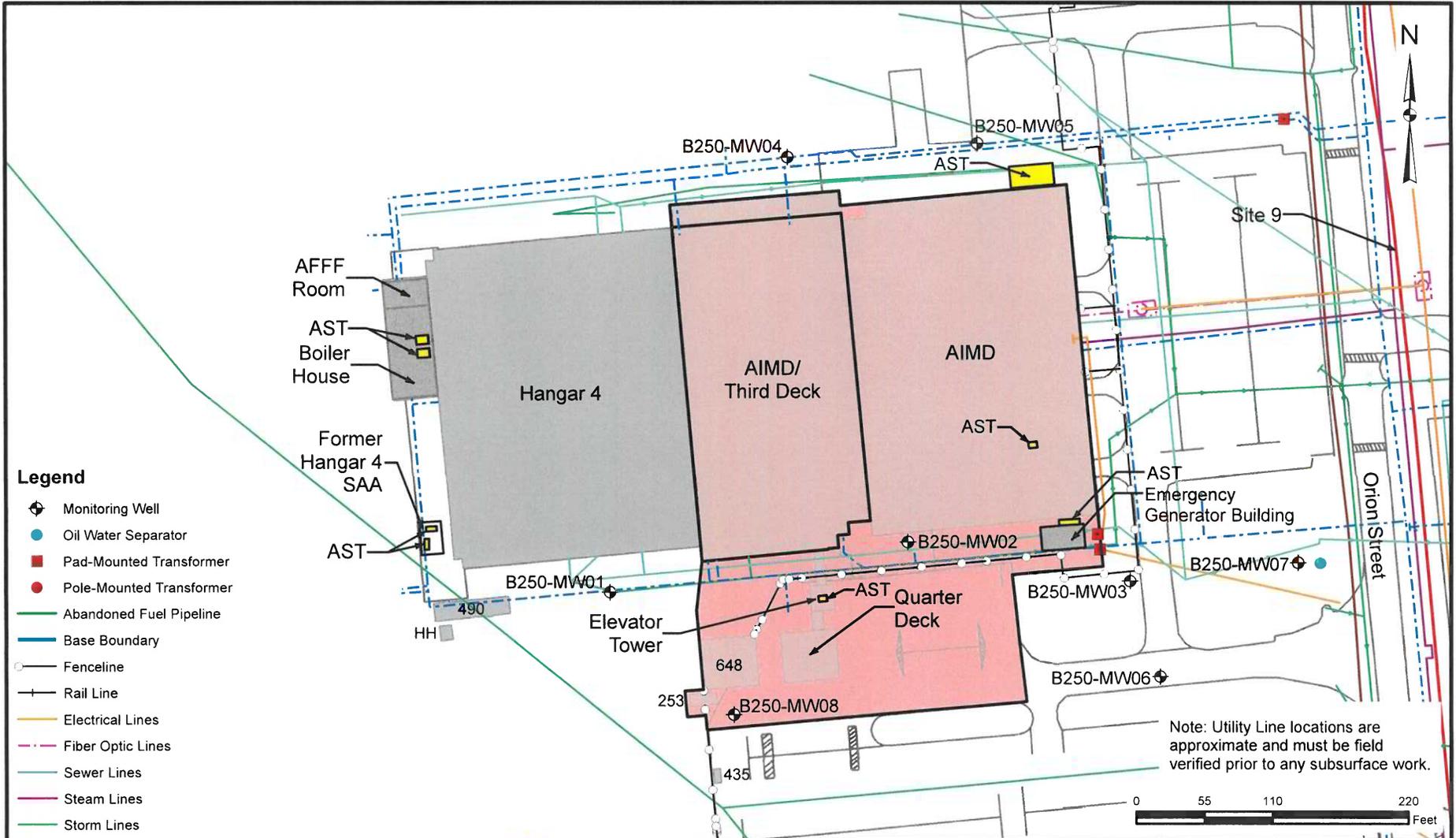


FORMER NAVAL AIR STATION BRUNSWICK  
BRUNSWICK, MAINE

**LOCATION MAP**

BUILDING 250  
FINDING OF SUITABILITY TO LEASE

SCALE PER SCALE BAR	
FILE G:\NASB_FOSL_2013_1_FIGB-1.MXD	
REV 0	DATE 02/08/13
FIGURE NUMBER B-1	



**Legend**

- Monitoring Well
- Oil Water Separator
- Pad-Mounted Transformer
- Pole-Mounted Transformer
- Abandoned Fuel Pipeline
- Base Boundary
- Fenceline
- Rail Line
- Electrical Lines
- Fiber Optic Lines
- Sewer Lines
- Steam Lines
- Storm Lines
- Water Line
- Natural Gas
- IR, POL, and MRP Sites and AOPIs
- Building
- Lease Recipients**
- MRRA Airport



FORMER NAVAL AIR STATION BRUNSWICK  
BRUNSWICK, MAINE

**FEATURES MAP**

BUILDING 250  
FINDING OF SUITABILITY TO LEASE

SCALE PER SCALE BAR	
FILE	
G:\_WASB_FOSL_2013_1_FIG-2.MXD	
REV	DATE
0	02/08/13
FIGURE NUMBER	
B-2	

**EXHIBIT C**

**CERCLA Hazardous Substance Notice**

**CERCLA HAZARDOUS SUBSTANCE NOTICE  
BUILDING 250  
FORMER NAVAL AIR STATION BRUNSWICK, MAINE**

Parcel ID	Location	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA Waste Number	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response
B250 Third Deck Lease	B250 - Hangar 4 / B555	Trichloroethylene	79-01-6	Trichloroethene, TCE	F001	>1000 kg	1956 - Unknown /1959-1983	Unknown	Unknown	Groundwater Use Restriction
B250 Third Deck Lease	B250 - Hangar 4 / B555	Tetrachloroethylene	127184	Tetrachloroethene, Perchloroethylene, PCE	F001, F002	>1000 kg	1956 - Unknown /1959-1983	Unknown	Unknown	Groundwater Use Restriction
B250 Third Deck Lease	B250 - Hangar 4 / B555	Trichloroethane	Species not identified	TCA	F001	>2494 kgs	1956 - Unknown /1959-1983	Unknown	Unknown	Groundwater Use Restriction
B250 Third Deck Lease	B250 - Hangar 4 / Former B231 (Battery Shop)	Lead	Species not identified	Lead	D008	>1000 kg estimated	1956 - 2009 /1959-1983	NA	NA	None required, No release documented

**NOTE:** The table identifies those hazardous substances that it is known, based upon a complete search of agency files, were stored for one year or more in quantities greater than or equal to 1,000 kg (or greater than or equal to 1 kg if designated an acutely hazardous waste under 40 CFR Part 261.30) and/or were released or disposed of on the property to be transferred in quantities greater than or equal to their respective reportable quantities under 40 CFR 302.4. The information in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620(h).

**EXHIBIT D**

**Asbestos-Containing Materials  
Hazard Disclosure and Acknowledgment Form**

**ASBESTOS-CONTAINING MATERIALS  
HAZARD DISCLOSURE AND ACKNOWLEDGMENT FORM**

**ASBESTOS WARNING STATEMENT**

YOU ARE ADVISED THAT CERTAIN BUILDINGS AND UNDERGROUND UTILITIES AT THE FORMER NAVAL AIR STATION BRUNSWICK POTENTIALLY CONTAIN ASBESTOS-CONTAINING MATERIALS. INDIVIDUALS (WORKERS) MAY SUFFER ADVERSE HEALTH EFFECTS AS A RESULT OF INHALATION EXPOSURE TO ASBESTOS. THESE ADVERSE HEALTH EFFECTS INCLUDE ASBESTOSIS (PULMONARY FIBROSIS) AND MESOTHELIOMAS (BENIGN OR MALIGNANT TUMORS).

**ACKNOWLEDGMENT**

I acknowledge that:

- (1) I have read and understand the above-stated Asbestos Warning Statement.
- (2) I have received from the Government the following document(s): *Finding of Suitability to Lease, Building 250 (Approximately 2.93 Acres), Former Naval Air Station Brunswick, Brunswick, Maine* (Department of Navy [DoN] Base Realignment and Closure [BRAC] Program Management Office [PMO] Northeast, 2013); *Final (Revision 2) Environmental Condition of Property Report for the Naval Air Station, Brunswick, Maine* ([DoN BRAC PMO Northeast, 2006); and *Lead and Asbestos Containing Building Materials Summaries* (Sanders, 2011), representing the best information available to the Government as to the presence of and condition of asbestos-containing-materials hazards in the buildings and underground utilities and pipelines covered by this lease.
- (3) I understand that my failure to inspect or to become fully informed of the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender.
- (4) I understand that, upon execution of this lease agreement, I shall assume full responsibility for preventing future asbestos exposure by properly managing and maintaining or, as required by applicable federal, State, or local laws or regulations, for abating any asbestos hazard in buildings and structures, underground utilities, or fuel pipelines that may pose a risk to human health, during the term of the lease.

\_\_\_\_\_  
LESSEE (or duly authorized agent)

\_\_\_\_\_  
Date

**EXHIBIT E**

**Lead-Based Paint  
Hazard Disclosure and Acknowledgment Form**

**LEAD-BASED PAINT HAZARD  
DISCLOSURE AND ACKNOWLEDGMENT FORM**

**LEAD WARNING STATEMENT**

YOU ARE ADVISED THAT STRUCTURES CONSTRUCTED PRIOR TO 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST AND FUME EXPOSURE.

**ACKNOWLEDGMENT**

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s): *Finding of Suitability to Lease, Building 250 (Approximately 2.93 Acres), Former Naval Air Station Brunswick, Brunswick, Maine* (Department of Navy [DoN] Base Realignment and Closure [BRAC] Program Management Office [PMO] Northeast, 2013), *Final (Revision 2) Environmental Condition of Property Report for the Naval Air Station, Brunswick, Maine* ([DoN BRAC PMO Northeast, 2006), and a *Lead and Asbestos Containing Building Materials Summary* (Sanders, 2011), representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the buildings covered by this lease;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this lease agreement, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard in buildings and structures that may pose a risk to human health, during the term of the lease.

\_\_\_\_\_  
LESSEE (or duly authorized agent)

\_\_\_\_\_  
Date

**Exhibit F**  
**Comments and Responses**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1  
5 POST OFFICE SQUARE, SUITE 100  
BOSTON, MASSACHUSETTS 02109-3912

February 5, 2013

Mr. Paul Burgio  
Department of Navy  
Base Realignment and Closure  
Program Management Office-Northeast  
4911 South Broad Street  
Philadelphia, PA 19112-1303

**Re: Draft Finding of Suitability to Lease for Building 250 at the Former Naval Air Station Brunswick, ME**

Dear Mr. Burgio:

Thank you very much for the opportunity to review the above referenced document. This draft Finding of Suitability to Lease (FOSL) serves as the basis for documenting the Navy's decision that former NAS Brunswick Building 250 is environmentally suitable to lease. Principal provisions of the FOSL include notifications concerning the environmental condition of the property as well as any property use restrictions that will be carried forth in the lease agreement necessary to protect human health and the environment. The Navy intends to lease Building 250 to the Midcoast Regional Redevelopment Authority (MRRA) who will in turn sublease a portion of the building for commercial office use.

Based on a review of the FOSL and without any independent investigations or verification of the information outlined therein, EPA finds that the information presented in the document is sufficient to support this lease, consistent with Department of Defense (DOD) policy.

EPA reserves all rights and authorities relating to information not contained in the FOSL whether or not such information was known when the FOSL was issued or is discovered after such issuance. Please note that EPA reviewed this document solely for the purpose of determining whether it meets the requirements of DOD policy. EPA has not reviewed the document for any other purpose, including compliance with the National Environmental Policy Act.

EPA looks forward to continuing to work with the Navy and MEDEP to resolve any remaining environmental issues associated with the Building 250 property so that it can be conveyed by deed to MRRRA in the future.

Should you have any questions with regard to this letter, please feel free to contact me at (617) 918-1386.

Sincerely,



Michael J. Daly  
Remedial Project Manager  
Federal Facilities Superfund Section

cc: Todd Bober, USN-PMO (e-mail only)  
Claudia Sait, MEDEP (e-mail only)  
Steve Levesque, MRRRA (e-mail only)  
Denise Clavette, Town of Brunswick (e-mail only)  
Greg Preston, USN-PMO (e-mail only)  
Bryan Olson, EPA Region I (e-mail only)  
David Wright, MEDEP (e-mail only)  
Jane Connet, TetraTech (e-mail only)  
Ed Benedikt, BACSE



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE  
GOVERNOR

PATRICIA W. AHO  
COMMISSIONER

February 4, 2013

Mr. Paul Burgio  
OASN (EI&E), BRAC PMO NE  
Building 679, Naval Business Center  
4911 South Broad Street  
Philadelphia, PA 19112-1303

Re: Finding of Suitability to Lease (FOSL), Building 250  
Former Naval Air Station, Brunswick, Maine

Dear Mr. Burgio:

The Maine Department of Environmental Protection (MEDEP) has reviewed the draft "Finding of Suitability to Lease, Building 250", dated January 2013. Building 250 formerly housed the Aircraft Intermediate Maintenance Department (AIMD) and administrative offices for the Base. The Lease Parcel totals approximately 2.68 acres and in addition to Building 250 includes associated parking and support Buildings 253 (Turnstile Entry Control Point), Building 648 (Auxiliary Power Unit Shop), Quarterdeck (Security Dispatch) and an elevator tower and access bridge connecting the Quarterdeck to the third floor of Building 250. Hangar 4 is also within this parcel but is not part of the lease. Building 250 is an 184,000 square foot steel building on a cement slab. The ground floor is two stories and the Third Deck occupies the top (third) story in the center portion of Building 250 and comprises approximately 28,560 square feet. The western portion of Building 250 was constructed in 1956 as an aircraft maintenance hangar, AIMD workspaces (ground floor) and administrative spaces (top floor). The eastern portion was built in two phases undertaken in 1980 and 1983.

Based on its review of the FOSL and supporting documentation, MEDEP has the following comments and issues.

**General Comments:**

1. While MEDEP agrees with the Navy that the first round of indoor air monitoring indicated that there was no completed pathway, the Navy has committed to performing another round of indoor air monitoring. Therefore MEDEP recommends that the FOSL require the operation of the Heating, Ventilation, and Air Conditioning unit which includes air handlers, at least until the second round of indoor air sampling has been completed and the data reviewed by the regulatory agencies.
2. In at all possible please finalize the copies of "Status Survey Report-Building 250" and "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4", which are used as support documents.
3. The proposed lease includes Building 250, Building 253, Building 648, Quarterdeck, elevator tower and the access bridge. What are planned uses for the Quarterdeck, Building 253 and Building 648?

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

GOR  
10 GAN ROAD, SUITE 6  
GOR, MAINE 04401  
941-4570 FAX: (207) 941-4584

TLAND  
2 CANCO ROAD  
TLAND, MAINE 04103  
822-6300 FAX: (207) 822-6303

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

**Specific Comments:**

4. Section 1.0, Introduction, para 2: Please add the title "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4" as it is a key document for making the finding of suitability.
5. Section 2.2, Proposed Reuse for Lease Parcel: Please provide more information on the company that will sub lease the parcel, their operations and whether the proposed use conforms to the Master Reuse Plan similar to what has been in previous FOSLs.
6. Section 3.1.2, CERCLA Responses on the Lease Parcel, Site Related Studies:

- a.) Please add the title of the technical memorandum summarizing the investigation efforts. (Also see comment 1 above.)
- b.) "Environmental media quality data collected as part of this effort indicated no significant soil or groundwater contamination at the Lease Parcel."

MEDEP agrees that the soil investigation indicated no significant soil contamination around the building however the groundwater contamination is noteworthy in that it was above drinking water standards, drove the need to follow up with a vapor intrusion investigation and will likely require additional investigation and possible remediation. Please revise.

- c.) "Current representative sampling results for Building 250 indoor air shows that VOC concentrations are less than Indoor Air Target criteria and no complete VI pathway exists; therefore, no VI remedial action or mitigation measures are necessary."

MEDEP agrees that under the conditions tested with the Heating, Ventilation, and Air Conditioning (HVAC) unit's heating system on, which is typically the most conservative scenario, that VOC concentrations were less than Indoor Air Target criteria. However during the December 2012 Restoration Advisory Board meeting the Navy committed to a second round of indoor air sampling to confirm the original results. Please revise.

7. Section 3.9, Environmental Notices, Restrictions, and Provisions:
  - a.) Item 2, Notice of Hazardous...: Please identify which exhibit this information is in.
  - b.) Item 3, Reservation of Access, last sentence: There seems to something missing or the "areas" that cannot be impeded must be identified. Please check this sentence and/or item for clarity and revise appropriately.
  - c.) Item 5, Use of Groundwater: The need for this restriction would be clearer if there was a statement that the groundwater exceeds drinking water standards.
  - d.) Item 12, Tank Use: For clarity please identify the tanks as Above Ground Storage Tanks.
8. Appendix A, References: Please update if the documents ("Status Survey Report-Building 250" and "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4") can be finalized prior to the signing of the FOSL.
9. Appendix B, Figures: Figure B-2: Figure B-2 and the revised figure send by the Navy on January 29, 2013 needs to be redrawn to include all of Building 253. Also the structure/building on the southeastern corner of the AIMD needs to be identified on the figures and discussed in the text.

Thank you for the opportunity to review this document and please contact me at (207) 287-7713 or [claudia.b.sait@maine.gov](mailto:claudia.b.sait@maine.gov), if you have any questions or comments.

Respectfully,

A handwritten signature in black ink that reads "Claudia Sait". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Claudia Sait  
Project Manager-Federal Facilities  
Bureau of Remediation & Waste Management

Cf: Electronic Copy

Chris Evans-MEDEP  
Todd Bober-BRAC PMO  
David W. Chipman  
Carol Warren  
Suzanne Johnson-BASCE  
Denise Clavette-Town of Brunswick  
Steve Giannino-Tetra Tech

Robert Leclerc-BNAS  
Mike Daly-EPA  
Tom Brubaker-MMRA  
Scott Libby  
Ed Benedikt-BACSE  
Carolyn Lepage-Lepage Environmental  
Jeff Orient-Tetra Tech

**Response to MEDEP Comments Dated February 4, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

**General Comments:**

1. While MEDEP agrees with the Navy that the first round of indoor air monitoring indicated that there was no completed pathway, the Navy has committed to performing another round of indoor air monitoring. Therefore, MEDEP recommends that the FOSL require the operation of the Heating, Ventilation, and Air Conditioning unit which includes air handlers, at least until the second round of indoor air sampling has been completed and the data reviewed.

**Navy Response:** The lease will include a provision assigning MRRA the responsibility for operating the Building 250 Heating, Ventilation, and Air Conditioning system during the term of the lease. Section 3.9 of the FOSL has been modified accordingly.

2. If at all possible, please finalize the copies of "Status Survey Report-Building 250" and "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4", which are used as support documents.

**Navy Response:** USEPA has indicated it will not comment on the Final Status Survey Report – Building 250; therefore, Navy intends to send a letter stating the "Draft" Final Status Survey Report was accepted with no changes and will be considered the "Final" Final Status Survey Report.

The Navy is currently combining the supplemental groundwater and vapor intrusion technical memorandum for Building 250 and Hangar 4 with a report prepared in the summer of 2012 for the initial phase of the groundwater investigation which was never distributed. The combined report will be titled "Technical Memorandum, Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4." MEDEP comments on the supplemental investigation technical memorandum (which included results from the initial investigation) will be addressed in the combined report. It is not likely that the combined report will be final by the time the FOSL is finalized. References to these documents in the final version of the FOSL will reflect their status at the time of FOSL distribution.

3. The proposed lease includes Building 250, Building 253, Building 648, Quarterdeck, elevator tower and access bridge. What are planned uses for the Quarterdeck, Building 253 and Building 648?

**Navy Response:** The Quarterdeck provides entrance to the elevator tower which will be used by the MRRA sublessee to access the Third Deck of Building 250. Building 648 will be used by MRRA for furniture storage. Building 253 houses a turnstile used to control pedestrian access to the aircraft apron. MRRA does not plan to use this structure. The FOSL text has been edited to clarify the planned uses of these buildings and structures.

**Specific Comments:**

4. Section 1.0, Introduction, para 2: Please add the title "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4" as it is a key document for making the finding of suitability.

**Navy Response:** The title of the technical memorandum, as described in the response to Comment 2, has been added to the FOSL text as requested.

5. Section 2.2, Proposed Reuse for Lease Parcel: Please provide more information on the company that will sub lease the parcel, their operations and whether the proposed use conforms to the Master Reuse Plan similar to what has been in previous FOSLs.

**Navy Response:** MRRA plans to sublease the Third Deck of Building 250 to a local start-up corporation that will provide business process outsourcing and transformation services, including but not limited to,

**Response to MEDEP Comments Dated February 4, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

contact center operations, help desk operations, logistics and fulfillment, third party quality assurance analysis, training, staffing, and consulting. This use conforms to MRRA's Master Reuse Plan. This information has been added to the FOSL text.

6. Section 3.1.2, CERCLA Responses on the Lease Parcel, Site Related Studies:

- a.) Please add the title of the technical memorandum summarizing the investigation efforts. (Also see comment 1 above.)

**Navy Response:** The title of the technical memorandum, as described in the response to Comment 2, has been added to the FOSL text as requested.

- b.) "Environmental media quality data collected as part of this effort indicated no significant soil or groundwater contamination at the Lease Parcel."

MEDEP agrees that the soil investigation indicated no significant soil contamination around the building however the groundwater contamination is noteworthy in that it was above drinking water standards, drove the need to follow up with a vapor intrusion investigation and will likely require additional investigation and possible remediation. Please revise.

**Navy Response:** The text has been revised to clarify that the vapor intrusion investigation was requested by MEDEP because several groundwater contaminants were detected at concentrations exceeding drinking water standards.

- c.) "Current representative sampling results for Building 250 indoor air shows that VOC concentrations are less than Indoor Air Target criteria and no complete VI pathway exists; therefore, no VI remedial action or mitigation measures are necessary."

MEDEP agrees that under the conditions tested with the Heating, Ventilation, and Air Conditioning (HVAC) unit's heating system on, which is typically the most conservative scenario, that VOC concentrations were less than Indoor Air Target criteria. However during the December 2012 Restoration Advisory Board meeting the Navy committed to a second round of indoor air sampling to confirm the original results. Please revise.

**Navy Response:** The text has been revised to clarify that a second round of indoor air sampling is scheduled for Spring 2013 to confirm the first round results. The phrase "...therefore, no VI remedial action or mitigation measures are necessary" has been deleted from the text.

7. Section 3.9, Environmental Notices, Restrictions, and Provisions:

- a.) Item 2, Notice of Hazardous...: Please identify which exhibit this information is in.

**Navy Response:** The exhibit being referenced in this context is an exhibit in the lease rather than an exhibit in the FOSL. The actual lease exhibit number or letter has yet to be determined.

- b.) Item 3, Reservation of Access, last sentence: There seems to something missing or the "areas" that cannot be impeded must be identified. Please check this sentence and/or item for clarity and revise appropriately.

**Navy Response:** "Areas" is referring to the locations where the activities described in the preceding sentence are being performed. The sentence has been rephrased to state "No barriers, fences, or other obstructions shall impede access to the areas where these activities are being conducted by Navy, Navy contractors, and regulatory agency personnel."

**Response to MEDEP Comments Dated February 4, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

- c.) Item 5, Use of Groundwater: The need for this restriction would be clearer if there was a statement that the groundwater exceeds drinking water standards.

**Navy Response:** The following sentence has been added as the first sentence of Item 5: " Volatile organic compounds have been detected in samples collected on the Lease Parcel at concentrations exceeding drinking water standards, as described in the Finding of Suitability to Lease attached as Exhibit " \_ " to this Lease Agreement."

- d.) Item 12, Tank Use: For clarity please identify the tanks as Above Ground Storage Tanks.

**Navy Response:** The requested clarification has been made.

8. Appendix A, References: Please update if the documents (Status Survey Report-Building 250" and "Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4") can be finalized prior to the signing of the FOSL.

**Navy Response:** The references will be updated if the documents can be finalized prior to signing of the FOSL.

9. Appendix B, Figures: Figure B-2: Figure B-2 and the revised figure send by the Navy on January 29, 2013 needs to be redrawn to include all of Building 253. Also the structure/building on the southeastern corner of the AIMD needs to be identified on the figures and discussed in the text.

**Navy Response:** Figure B-2 has been revised so that the lease parcel boundary includes all of Building 253, and to identify the structure/building at the southeast corner of Building 250 as an emergency generator building. The text has also been edited to include the emergency generator.



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE  
GOVERNOR

PATRICIA W. AHO  
COMMISSIONER

February 19, 2013

Mr. Paul Burgio  
OASN (EI&E), BRAC PMO NE  
Building 679, Naval Business Center  
4911 South Broad Street  
Philadelphia, PA 19112-1303

Re: Finding of Suitability to Lease - Building 250  
Former Naval Air Station, Brunswick, Maine

Dear Mr. Burgio:

The Maine Department of Environmental Protection (MEDEP) has reviewed the "Finding of Suitability to Lease, Building 250 Lease Parcel, Naval Air Station, Brunswick" (February 2013). The Navy proposes to lease the Subject Parcel to Midcoast Regional Redevelopment Authority (MRRA) which will sub lease the property for use as a commercial/administrative facility.

The western portion of the Building 250 was constructed in 1956 as an aircraft maintenance hangar, Aircraft Intermediate Maintenance Department (AIMD) workspaces (ground floor) and administrative spaces (Third Deck). The eastern portion was built in two phases undertaken in 1980 and 1983. Building 250 is an 184,000 square foot steel building on a cement slab. The ground floor is two stories high and the Third Deck occupies the top (third) story in the center portion of Building 250 and comprises approximately 28,560 square feet. The Lease Parcel totals approximately 2.93 acres of land and, in addition to Building 250, includes associated parking and support Buildings 253 (Turnstile Entry Control Point), Building 648 (Auxiliary Power Unit Shop), Quarterdeck (Security Dispatch) and an elevator tower and access bridge connecting the Quarterdeck to the Third Deck of Building 250. Hangar 4 is also within this parcel but is not part of the lease. Only the Third Deck will be occupied.

Restrictions on land use, building occupancy, government access, groundwater, soil disturbance, and construction/demolition activities, operation of the Heating, Ventilation, and Air Conditioning system, among others, are included by the Navy in the lease agreement.

Based on the information provided by the Navy, MEDEP concurs with the Base Realignment and Closure (BRAC) Program Management Office's Finding of Suitability to Lease Building 250, support structures and the accompanying 2.93 acres of land for commercial and administrative uses.

Very little information is available for the 20-30 years that the Base operated prior to environmental regulation; consequently the lack of reported storage, release or disposal of hazardous substances cited in the FOSL may not represent the actual site conditions. If the site has or will be participating in the MEDEP Voluntary Response Action Program (VRAP) pursuant to Title 38 MRSA § 343-E, the protections provided by the VRAP "No Further Action Assurance" letter or the VRAP "Commissioner's Certificate of Completion" are not superseded by anything in this concurrence letter.

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

BANGOR  
106 HOGAN ROAD, SUITE 6  
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PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769  
(207) 764-0477 FAX: (207) 760-3143

Thank you for the opportunity to review this document and please contact me at (207) 287-7713 or [claudia.b.sait@maine.gov](mailto:claudia.b.sait@maine.gov), if you have any questions or comments.

Respectfully,

A handwritten signature in black ink that reads "Claudia Sait". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Claudia Sait  
Project Manager-Federal Facilities  
Bureau of Remediation & Waste Management

Cf: Electronic Copy

Chris Evans-MEDEP  
Todd Bober-BRAC PMO  
David W. Chipman  
Carol Warren  
Suzanne Johnson-BASCE  
Denise Clavette-Town of Brunswick  
Carolyn Lepage-Lepage Environmental  
Jeff Orient – Tetra Tech

Robert Leclerc-BNAS  
Mike Daly-EPA  
Tom Brubaker-MMRA  
Scott Libby  
Ed Benedikt-BACSE  
Catherine Ferdinand-Bowdoin College  
Jay Hyland – Maine Radiation Program  
Steve Giannino – Tetra Tech

-----Original Message-----

From: David Knisely [<mailto:david@garrityknisely.com>]

Sent: Monday, February 11, 2013 13:36

To: Burgio, Paul F CIV NAVFACHQ, BRAC PMO

Cc: Claudia Sait; Mike Daly; Steve Levesque

Subject: Draft FOSL, Building 250, January 2013

Paul, Set forth below are MRRRA comments on the above referenced FOSL. Please let us know if you have any questions about these comments. Thank you.

David Knisely

MRRRA comments

1. Section 3.9, no.9 Presence of Asbestos; Exhibit D, ACM Disclosure and Acknowledgement Form

We suggest the following language be added (i) at the end of the 4th sentence in no.9, and (ii) at the end paragraph (4) of the Disclosure and Acknowledgement: "during the term of the lease or sublease".

2. Section 3.9, no.10 Presence of Lead-Based Paint; Exhibit E, Lead-Based Paint Disclosure and Acknowledgement Form

We suggest the following language be added (i) at the end of the 3rd sentence in no.10, and (ii) at the end of paragraph (4) of the Disclosure and Acknowledgement Form: " during the term of the lease or sublease".

**Response to MRRRA Comments Dated February 11, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

MRRRA comments

1. Section 3.9, no.9 Presence of Asbestos; Exhibit D, ACM Disclosure and Acknowledgement Form

We suggest the following language be added (i) at the end of the 4th sentence in no.9, and (ii) at the end paragraph (4) of the Disclosure and Acknowledgement: "during the term of the lease or sublease".

**Navy Response:** MRRRA will be the responsible party as long as the lease is in effect, whether or not there is a sublease; therefore, the language "during the term of the lease" will be added.

2. Section 3.9, no.10 Presence of Lead-Based Paint; Exhibit E, Lead-Based Paint Disclosure and Acknowledgement Form

We suggest the following language be added (i) at the end of the 3rd sentence in no.10, and (ii) at the end of paragraph (4) of the Disclosure and Acknowledgement Form: " during the term of the lease or sublease".

**Navy Response:** MRRRA will be the responsible party as long as the lease is in effect, whether or not there is a sublease; therefore, the language "during the term of the lease" will be added.

# Lepage Environmental Services, Inc.

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P. O. Box 1195 • Auburn, Maine 04211-1195 • 207-777-1049

February 11, 2013

Mr. Paul Burgio & Mr. Todd Bober  
Department of Navy  
Base Realignment and Closure PMO-Northeast  
4911 South Broad Street  
Philadelphia, PA 19112-1303

Subject: January 2013 Draft *Finding of Suitability to Lease Building 250 (Approximately 2.68 acres), Former Brunswick Naval Air Station, Brunswick, Maine*

Dear Mr. Burgio and Mr. Bober:

This letter is submitted on behalf of the Brunswick Area Citizens for a Safe Environment (BACSE) regarding the January 2013 Draft *Finding of Suitability to Lease Building 250 (Approximately 2.68 acres), Former Brunswick Naval Air Station, Brunswick, Maine.* This letter also presents comments from BACSE members.

BACSE concurs with the Maine Department of Environmental Protection's (MEDEP) comments dated February 4, 2013, and will not repeat those comments below.

**1. Highest Concentrations in Groundwater are Located Up-Gradient of Building 250.**

Figures 2, 3, and 4 in the January 15, 2013, Internal Draft *Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4, Former Brunswick Naval Air Station*, show that the highest concentrations of trichloroethylene (TCE) and cis-1,2-dichloroethene (cis 1,2-DCE), the two volatile organic compounds (VOCs) that exceeded groundwater criteria at the site, are detected in monitoring wells immediately up-gradient of Building 250.

Where is the contamination coming from? What investigations has the Navy conducted to identify the source(s) of the up-gradient contamination? How does the Navy know that the current concentrations detected at Building 250 represent the "worst case" conditions for the site? To clarify, how does the Navy know there isn't a "slug" of more highly contaminated groundwater that would migrate under Building 250 at some point in the future, and elevate the vapor intrusion risk for people working inside the building? How will the lease agreement address this potential risk until the data gap is filled?

**2. Worst Case Scenario for Exposure to Vapors.** Building 250 and Hangar 4 have been vacant since April 2010. However, the initial round of vapor intrusion sampling was conducted in October 2012 after the heating, ventilation, and air conditioning systems (HVAC) had been reactivated in the building. The Navy committed at the December 2012 Restoration Advisory Board meeting to conduct another round of indoor air quality sampling to confirm the results of the first round of sampling. The initial sampling event conditions, with the HVAC operating as designed, were intended to represent conditions workers would be exposed to in the future, providing a conservative estimate of the risks due to vapor intrusion by VOCs.

Several BACSE members have expressed concern that these testing conditions, with the HVAC operating properly and continuously, may not represent the “worst case” for exposure to vapors within Building 250. If the HVAC is not operating, and vapors can then accumulate in the building, wouldn’t workers then be potentially exposed to higher concentrations of vapors? Will the lease conditions require operation of the HVAC systems in the future to prevent potential exposure to vapors concentrated in air stagnating in the building?

Please do not hesitate to call if you have any questions.

Sincerely,

Carolyn A. Lepage, C.G. & P.G.  
President  
State of Maine Certified Geologist No. GE202

cc: Hard Copy: BACSE Archives (c/o David W. Chipman)  
Mike Daly, USEPA  
Curtis Memorial Library – Brunswick NAS Archive  
Claudia Sait, MEDEP

Email Only: BACSE Internal Distribution (c/o Ed Benedikt)  
Evan Barman, Watermark Environmental, Inc.  
Tom Brubaker, MRRA  
David W. Chipman, Harpswell Rep. to RAB  
Denise Clavette, Brunswick Dept. Econ. Development  
Jennifer Good, H & S Environmental, Inc.  
Pamela Harting-Barrat, USEPA  
Suzanne Johnson, RAB Co-Chair  
Scott Libby, Topsham Rep. to RAB  
Jeff Orient, TetraTech  
Carol G. Warren, RAB/BACSE

**Response to BACSE Comments Dated February 11, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

BACSE concurs with the Maine Department of Environmental Protection's (MEDEP) comments dated February 4, 2013, and will not repeat those comments below.

**1. Highest Concentrations in Groundwater are Located Up-Gradient of Building 250.** Figures 2, 3, and 4 in the January 15, 2013, Internal Draft *Technical Memorandum, Supplemental Groundwater and Vapor Intrusion Investigation, Building 250 and Hangar 4, Former Brunswick Naval Air Station*, show that the highest concentrations of trichloroethylene (TCE) and cis-1,2-dichloroethene (cis 1,2-DCE), the two volatile organic compounds (VOCs) that exceeded groundwater criteria at the site, are detected in monitoring wells immediately up-gradient of Building 250.

Where is the contamination coming from? What investigations has the Navy conducted to identify the source(s) of the up-gradient contamination? How does the Navy know that the current concentrations detected at Building 250 represent the "worst case" conditions for the site? To clarify, how does the Navy know there isn't a "slug" of more highly contaminated groundwater that would migrate under Building 250 at some point in the future, and elevate the vapor intrusion risk for people working inside the building? How will the lease agreement address this potential risk until the data gap is filled?

**Navy Response:** Low levels of VOCs have been identified at various locations caused by previous airfield operations at NAS Brunswick. During preparation of the FOSTs for Parcel AIR-1 (main airfield parcel) and AIR-6 (Building 86 parcel) there was no evidence of any large scale release of VOCs on either parcel, located west and north respectively of Building 250. The Navy has conducted two rounds of groundwater sampling around Building 250 and has not identified an upward trend in VOC concentrations and reached a finding there is a "lack of a significant source of VOCs at the Building 250 parcel". As stated in their review comments, MEDEP agrees with the Navy that the first round of indoor air monitoring indicated there was no completed pathway based on the October indoor air sampling event. The Navy has agreed to conduct another round of indoor air sampling at Building 250/Hangar 4 in Spring 2013 to confirm the results of the October sampling event. This next sampling event will be conducted to confirm the earlier findings, not to "fill a data gap".

The lease language in Section 3.9 of the FOSL includes several restrictions and provisions that address potential risks until all investigations are completed. These include a restriction on any use of groundwater, a restriction limiting occupancy of the building to the Third Deck only while allowing the remainder of the building to be used for cold storage and episodic maintenance activities, and a provision assigning responsibility for operation of the Building 250 Heating, Ventilation, and Air Conditioning system to MRRRA.

**2. Worst Case Scenario for Exposure to Vapors.** Building 250 and Hangar 4 have been vacant since April 2010. However, the initial round of vapor intrusion sampling was conducted in October 2012 after the heating, ventilation, and air conditioning systems (HVAC) had been reactivated in the building. The Navy committed at the December 2012 Restoration Advisory Board meeting to conduct another round of indoor air quality sampling to confirm the results of the first round of sampling. The initial sampling event conditions, with the HVAC operating as designed, were intended to represent conditions workers would be exposed to in the future, providing a conservative estimate of the risks due to vapor intrusion by VOCs.

**Response to BACSE Comments Dated February 11, 2013  
On the Draft Finding of Suitability to Lease (FOSL), Building 250,  
Former Naval Air Station Brunswick, Brunswick, Maine**

Several BACSE members have expressed concern that these testing conditions, with the HVAC operating properly and continuously, may not represent the “worst case” for exposure to vapors within Building 250. If the HVAC is not operating, and vapors can then accumulate in the building, wouldn’t workers then be potentially exposed to higher concentrations of vapors? Will the lease conditions require operation of the HVAC systems in the future to prevent potential exposure to vapors concentrated in air stagnating in the building?

**Navy Response:** The October 2012 indoor air sampling event was performed in accordance with a work plan and methodologies approved by USEPA and MEDEP under conditions representative of those that would be expected when the building returns to beneficial use. As stated in their review comments, MEDEP agrees that “under the conditions tested with the HVAC unit’s heating system on, which is typically the most conservative scenario, that VOC concentrations were less than Indoor Air Target criteria” and “that the first round of indoor air monitoring indicated that there was no completed pathway.” The Navy has agreed to conduct a second sampling event to confirm the outcome for this conservative scenario. Conducting the second event without the HVAC system operating would not confirm the results of the first event and would not be representative of conditions expected when the building is in use and occupied.

All correspondence in connection with this contract should include reference to Contract # N47692-14-RP-14P14

**LEASE IN FURTHERANCE OF CONVEYANCE**

**BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

**AT THE FORMER**

**NAVAL AIR STATION  
BRUNSWICK, MAINE**

**LEASE IN FURTHERANCE OF CONVEYANCE  
 BETWEEN  
 THE UNITED STATES OF AMERICA  
 AND  
 MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

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## LIST OF EXHIBITS

- Exhibit A:** Description of Leased Premises
- Exhibit B:** Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010
- Exhibit C:** Joint Inspection and Inventory Report
- Exhibit D:** Finding of Suitability to Lease
- Exhibit E:** Procedures for Government Review of Proposed Additions, Alterations or Improvements to Leased Premises by Lessee or Sublessee
- Exhibit E:** Asbestos Containing Materials Hazard Disclosure and Acknowledgment Form
- Exhibit F:** Lead Based Paint Hazard Disclosure and Acknowledgment Form

**LEASE  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

**THIS LEASE** is made as of this 5<sup>th</sup> day of December, 2013 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, Naval Facilities Engineering Command, BRAC Program Management Office East, 4911 South Broad Street, Philadelphia, PA 19112 hereinafter called the "Government", and **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a governmental agency and instrumentality of the State of Maine, hereinafter called the "Lessee".

**W I T N E S S E T H**

**WHEREAS**, the Government has declared certain real and personal property surplus at the former Naval Air Station Brunswick, Maine ("NAS Brunswick"); and

**WHEREAS**, Lessee has adopted a Reuse Plan dated December 2011, which provides for redevelopment of NAS Brunswick ("Reuse Plan"); and

**WHEREAS**, the Government and Lessee have entered into an Agreement for Purchase of Real Property, dated as of September 30, 2011 ("Purchase Agreement"), which provides for the purchase by Lessee and sale by the Government of approximately 1,098 acres of real property (and appurtenant personal property) located at NAS Brunswick; and

**WHEREAS**, on January 29, 2011, the Federal Aviation Administration has approved the application of the Lessee to acquire through an airport public benefit conveyance an additional approximately 992.1 acres of such surplus property, and the application was accepted by the Department of the Navy on February 7, 2011 ("Airport Application"); and

**WHEREAS**, pursuant to the National Environmental Policy Act, the Navy issued a final Environmental Impact Statement and Record of Decision ("NEPA ROD"), signed on January 26, 2011; and

**WHEREAS**, the Government and the Lessee have executed an Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service dated March 28, 2011 ("Reciprocal Easement Agreement"), creating reciprocal easements granting general access, ingress and egress, and utility service affecting the Leased Premises as hereinafter defined; and

Initial: Navy   A   & Lessee \_\_\_\_\_

LIFOC Brunswick ME  
N47692-14-RP-14P14

**WHEREAS**, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. § 2667(g)(1), has determined that this Lease will facilitate state and local economic adjustment efforts pending final disposition of the real and personal property; and

**WHEREAS**, the Secretary of the Navy, pursuant to 10 U.S.C. § 2667(g)(1) and (2) has determined that a public interest will be served as a result of this Lease; and

**WHEREAS**, the Lessee is recognized by the Secretary of Defense, through the Office of Economic Adjustment, as the local redevelopment authority with the responsibility for the redevelopment of the former NAS Brunswick; and

**WHEREAS**, the Lessee has the power to acquire, lease and dispose of federal military installations, and the Lessee desires to enter into this Lease; and

**WHEREAS**, the Government is amenable to such a Lease with the Lessee upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the terms, covenants, and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Government and the Lessee hereby agree as follows:

1. LEASED PREMISES.

1.1 The term, "Leased Premises" as used in this Lease, shall mean those facilities and/or land areas identified in **Exhibit A** to this Lease, as and if modified, and all improvements and "Related Personal Property" (as defined below) thereon. The term, "Related Personal Property", means all personal property remaining on the Leased Premises, and not previously transferred to the Lessee, as set forth in the Joint Inspection and Inventory Report.

1.2 Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government the Leased Premises together with the right of ingress and egress thereto.

1.3 The Lessee shall not undertake any activity that may affect historic or archeological property, including excavation, construction, alteration or repairs of the Leased Premises, without the approval of the Government's Real Estate Contracting Officer and compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. §470(f), as applicable. Historic assets exist within the boundaries of NAS Brunswick. Lessee and any sublease shall consult with the Maine Historic Preservation Officer prior to any development that may affect sites identified in the Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010, marked "**Exhibit B**", attached hereto and made a part hereof.

Initial: Navy  & Lessee \_\_\_\_\_

LIFOC Brunswick ME  
N47692-14-RP-14P14

2. TERM. The term of this Lease shall be for a period of twenty (20) years, beginning on December 5, 2013 and ending on December 4, 2033 unless terminated earlier in accordance with the provisions of Section 14 (Termination) or by conveyance by Quitclaim Deed by the Government to Lessee of all or any portion of the Leased Premises or by Government's tendering to Lessee a Quitclaim Deed of all or any portion of the Leased Premises, provided however, conveyance to Lessee of a portion of the Leased Premises shall result in a termination of this Lease only with respect to the applicable portion of the Leased Premises conveyed by Government.

3. CONSIDERATION. As consideration for this Lease, Lessee shall provide, or cause to be provided, annual protection and maintenance services as described in Section 12 hereof (hereinafter "P&M Services") for the Leased Premises. The obligation to provide P&M Services shall begin on the date of this Lease. No other rent shall be due under this Lease.

4. USE OF LEASED PREMISES. Lessee may use the Leased Premises (including the related personal property) only for those uses permitted by the Reuse Plan and consistent with the NEPA ROD.

5. ASSIGNMENT OR SUBLETTING.

5.1 Subject to the review procedures outlined in Section 5.2 below and except as disapproved in accordance with Section 5.3 below, the Lessee may sublet the Leased Premises or any part thereof or any property thereon, or grant any interest, privilege, or license whatsoever in connection with this Lease, but only for the uses described in Section 4.

5.2 At least fifteen (15) days prior to the effective date of any sublease entered into in accordance with Section 5.1, the Lessee shall provide to the Government a fully executed sublease covering the Leased Premises.

5.3 The Government reserves the right to disapprove any sublease or other agreement executed by the Lessee pursuant to 5.1 above; provided, however, that Government's disapproval shall not be unreasonably withheld. In the event the Government determines that any sublease or agreement is disapproved, a notice of disapproval shall be forwarded to the Lessee no later than five (5) days prior to the effective date of the subject sublease or agreement. Otherwise, the proposed sublease is deemed approved. Upon disapproval, the subject sublease or agreement shall not become effective.

5.4 Any sublease granted by the Lessee shall contain a copy of this Lease as an attachment and shall be subject to all terms and conditions of this Lease and

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shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to the Lessee or any sublessee. Under any sublease made, with or without consent, the sublessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No sublease shall relieve the Lessee of any of its obligations hereunder.

5.5 The Lessee shall provide to the Government a fully executed copy of any sublease authorized hereunder within two days of the date of its execution.

5.6 Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this lease.

5.7 The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the Leased Premises.

5.8 In no case or event will the approval or execution of any sublease create any contractual relationship, in law or equity between the Government and any party other than the Lessee except insofar as the Government expressly and in writing enters into such a contractual relationship.

6. LEASED PREMISES DELIVERED "AS-IS, WHERE IS". The Leased Premises delivered to the Lessee shall be delivered "as-is, where-is", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose.

6.1 The Joint Inspection and Inventory Report executed as part of this Lease shall describe the condition of the Leased Premises and inventory of Government real property and related personal property at the commencement of the Lease. The Joint Inspection and Inventory Report shall be attached to the Lease as **Exhibit C**, by modification.

6.2 In the event this Lease is terminated, Lessee shall return the Leased Premises to Government in the same condition in which it was received, reasonable wear and tear excepted. Lessee may at its expense and with prior written approval of Government, which approval shall not be unreasonably withheld or delayed, (a) replace any personal property with personal property of like kind and utility, (b) repair any personal property in a good and workman like manner and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations.

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7. ENVIRONMENTAL CONDITION OF PROPERTY AND FINDING OF SUITABILITY TO LEASE. The Environmental Condition of Property Report for the Naval Air Station Brunswick, Final (Revision 2) dated 30 May 2006 (ECP) is incorporated by reference and made apart hereof as if set out in length. The Finding of Suitability to Lease (FOSL) describes the existing environmental conditions of the Leased Premises is attached hereto as **Exhibit D**. The FOSL sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee and sublessees are hereby made aware of the notifications contained in the FOSL and shall comply with all restrictions set forth therein.

7.1 Effect of Lease. No provision of this Lease shall affect, impact or diminish any rights or obligations of the Government under the Federal Facilities Agreement between the Government, the United States Environmental Protection Agency ("USEPA") and the State of Maine dated October 19, 1990 ("FFA") or existing law.

7.2 Consistency with the Purchase Agreement. The Purchase Agreement sets forth the respective rights and obligations of the Government and Lessee with respect to various matters related to the Leased Premises, including without limitation certain environmental matters at or on the Leased Premises. It is the parties' intent that the terms of this Lease and the Purchase Agreement be interpreted harmoniously; however, in the event that the terms of this Lease are deemed to conflict with the Purchase Agreement, the terms of the Purchase Agreement shall control.

## 8. ALTERATIONS.

8.1 Prior to any additions to, or alterations of, the Leased Premises, including the related personal property, the Lessee shall provide written notification to the Government's Real Estate Contracting Officer or her authorized representative. The Lessee must not commit waste of any kind or in any manner substantially change the contour or condition of the Leased Premises except as authorized in writing by the Government. Notification of additions or alterations shall be completed and submitted to the Government in accordance with the "Procedures for Government Review of Proposed Additions, Alterations or Improvements to Leased Premises by Lessee or Sublessee" (**Exhibit E**). Within fifteen (15) days of the receipt of the notification, the Government shall determine whether such addition or alteration is to be disallowed. The Government shall not unreasonably deny such addition or alteration. In the event the Government determines that any addition or alteration is disallowed, a notice of disallowance shall be forwarded to the Lessee. Upon disapproval, the Lessee shall not be authorized to commence or cause to commence the alteration or placement of the addition that is the subject of the notification.

8.2. The Lessee shall not construct, or make or permit its sublessees or assigns to construct or make, any substantial alterations, additions, or improvements to, or installations upon, or otherwise modify or alter the Leased Premises in any way which may adversely affect the cleanup, human health, the environment or, the historical character of the Leased Premises in compliance with the National Historic Preservation Act, without the prior written consent of the Government. Such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements or installations (collectively "Work") on the Leased Premises and in the proximity of sites that are part of a Navy Installation Restoration Program, such consent may include a requirement for written approval by the Government's BRAC Environmental Coordinator (BEC). All such Work shall be subject to the requirements of all State and local building codes. Upon termination (except with respect to conveyances of portions of the Leased Premises to Lessee), revocation, or surrender of this Lease, in whole or in part, the Lessee shall, at the option of and to the extent directed by the Government, either:

8.2.1 Promptly remove all alterations, additions, modifications, improvements, and installations, including, but not limited to, Lessee's or sublessee's trade fixtures, made or installed on the Leased Premises subject to the termination, revocation or surrender, and restore the same including related personal property to the same or as good condition as existed on the date of the commencement of this Lease, reasonable wear and tear excepted; or

8.2.2 Abandon such additions or alterations to the Leased Premises, subject to the termination, revocation, or surrender in place, at which time title to said alterations, improvements, and additions shall vest in the Government.

8.3 The Lessee shall give the Navy, USEPA and the State of Maine sixty (60) days prior written notice of any construction, alterations or similar work on the Leased Premises which may affect any of the activities under the FFA.

9. ACCESS BY GOVERNMENT. In addition to access required under Section 13.6, at all reasonable times throughout the term of this Lease, the Government shall be allowed access to the Leased Premises for any purposes upon notice to the Lessee. Government normally will give Lessee and any sublessee twenty-four hours notice of its intention to enter the Leased Premises unless it determines that faster entry is required for safety, environmental, operations or security purposes. While no notice is required in these instances, the Government will attempt to notify the Lessee prior to entry. The Lessee or sublessee shall have no claim on account of any entry onto the Leased Premises by the Government (including any officer, agent, employee, contractor

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or subcontractor of the Government). All necessary keys to the Leased Premises occupied by the Lessee or any sublessee shall be made available to the Government upon request.

10. UTILITIES. All utilities, including but not limited to electricity, water, gas, sewer, and telephone, shall be operated and maintained by the Lessee, a sublessee or the appropriate utility provider. Any costs associated with such operations and maintenance, along with utility shut-down, repair and relocation, shall be the responsibility of the Lessee. It is expressly agreed and understood that the Government in no way warrants the condition or adequacy of such utility systems for the purposes intended. It is also expressly agreed and understood that the Government is in no way obligated to provide any utility service whatsoever.

11. NO INTERFERENCE WITH NAVY OPERATIONS. The Lessee shall not conduct or allow to be conducted any operations, nor make or allow to be made any alterations, that would interfere with or otherwise restrict Navy operations or environmental clean-up or restoration activities by the Government, USEPA, State of Maine, or their contractors. Environmental clean-up, restoration, or testing activities by these parties shall take priority over the Lessee's use of the Leased Premises in the event of any conflict.

12. PROTECTION AND MAINTENANCE SERVICES.

12.1 Maintenance. It is understood and agreed that Lessee shall, at its own expense, protect and maintain, or cause to be protected and maintained, any improvements on the Leased Premises including all related personal property contained therein, subject to normal wear and tear and casualty, and will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals which shall thereupon become part of the Leased Premises. During the term of this Lease, Government shall have no responsibility, with respect to the protection and maintenance of the Leased Premises and Government property contained therein.

12.2 Lessee shall, at its own expense, furnish all labor, supervision, materials, supplies and equipment necessary for the operation, maintenance and repair of the following building systems and appurtenances: structural (including roof); fencing; plumbing; electrical; heating and cooling systems; exterior utility systems (including fire hydrants and mains); pavement and grounds maintenance (including grass cutting, shrub trimming, snow removal, street cleaning and tree removal); pest and weed control; security and fire protection within Leased Premises; refuse collection, removal and disposal; and utilities maintenance necessary for the protection of Leased Premises. Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full

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and sole responsibility for the protection, maintenance and repair of Leased Premises as set forth in this section. For specifics as to such protection and maintenance required to be provided by Lessee hereunder, the following provisions shall apply:

12.2.1 Maintenance: The degree of maintenance and repair services to be furnished by Lessee hereunder shall be that which is sufficient to assure weather tightness, structural stability, protection from fire hazards or erosion, and elimination of safety and health hazards, including pests, which arise during the term of the Lease, so that the Leased Premises being serviced will remain in the condition in which they existed at the commencement of the Lease as documented in the Joint Inspection and Inventory Report prepared pursuant to Section 6, ordinary wear and tear excepted. Government, upon due notice, may inspect the Leased Premises to ensure performance of the maintenance set forth herein.

12.2.2 Housekeeping: Debris, trash and other useless materials shall be promptly removed from the Leased Premises, and the area of work shall be kept reasonably clean and free of useless materials at all times. Upon termination or expiration of this Lease, Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition, as determined by Government.

12.2.3 Security Protection: Lessee shall provide or cause to be provided all security services necessary to assure security and safety within the Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to the Government as property owner.

12.2.4 Fire Protection: Lessee shall provide or cause to be provided, all reasonable and necessary fire protection of the Leased Premises, including, but not limited to, maintenance of any sprinkler system that exists on the effective date of this Lease and/or providing portable fire extinguishers for fire protection of the Leased Premises.

12.2.5 Services: Lessee shall be responsible, at its sole cost and expense, for obtaining and providing any and all other services which may be required in connection with the Lessee's and any sublessee's use or occupancy of the Leased Premises.

12.2.6 Lessee shall ensure only trained and qualified persons are utilized in performance of the maintenance and protection services specified in this Section. Lessee

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shall ensure that any contractor performing work on the Leased Premises be licensed, as appropriate, in the State of Maine.

12.3 Lessee shall keep adequate records and books of account showing the actual costs to it of all items of labor, material, equipment, supplies, services, and other items of cost of any nature constituting an item of actual cost incurred by it directly in the performance of work or service in the nature of repair, restoration, protection and maintenance of the Leased Premises which is required by Section 12. Lessee shall provide Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times.

### 13. ENVIRONMENTAL PROTECTION PROVISIONS

13.1 The Lessee and its contractors or sublessees hereby assume all responsibility for protection of the environment as related to the Lessee's or its contractors or sublessees use of the Leased Premises. The Lessee, and its contractors or sublessees shall comply with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee's activities on the Leased Premises and to the environment.

13.2 The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required for any of Lessee's or sublessee's operations or activities will be subject to prior concurrence of the Government. Lessee acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 The Lessee shall indemnify and hold harmless, to the extent authorized under applicable law, the Government from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal occurring during the term of the Lease, or any other action by the Lessee or any sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions.

13.3.1 Lessee shall require each and every sublessee to independently indemnify and hold harmless the Government without condition or limitation from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal occurring during the term of the sublease, or any other action by the sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of the Lease and sublease, and the sublessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the sublessee's actions.

13.4 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

13.5 Naval Air Station, Brunswick has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Lessee acknowledges that Government has provided it with a copy of the NAS Brunswick's Federal Facility Agreement (FFA) entered into by the USEPA Region 1, the State of Maine, and the Navy. Government will provide Lessee with a copy of any amendments thereto. Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Lease, the terms of the FFA or IAG will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees or licensees should implementation of the FFA interfere with Lessee's or any sublessee's or licensee's use of Leased Premises. Lessee shall have no claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.6 Government, USEPA and the State of Maine and their officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any sublessee, to enter upon Leased Premises for the purposes enumerated in this Section and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, Installation Restoration Program (IRP), FFA, or IAG):

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13.6.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.6.2 To inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.6.3 To conduct any test or survey required by USEPA or the State of Maine relating to the implementation of the cleanup program or environmental conditions at the Leased Premises or to verify any data submitted to the USEPA or the State of Maine by the Government relating to such conditions.

13.6.4 To construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.7 Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessees, and licensees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable Federal, State and local occupational safety and health regulations.

13.8 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government. Lessee and sublessees shall be prohibited from conducting demolition activities, disturbance of existing wetlands, surface water, sediment or storm water drainage systems, utility tie-ins or any other alterations below the ground surface.

13.9 Lessee further agrees that in the event of any sublease of the Leased Premises, Lessee shall provide to USEPA and the State of Maine, by certified mail, a copy of the sublease of the Leased Premises within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.10 Storage, treatment or disposal of toxic or hazardous materials on the Leased Premises is prohibited except as authorized by Government in accordance with 10 U.S.C. § 2692.

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13.11 If environmentally sensitive materials or substances are to be utilized within the Leased Premises under this Lease, the Lessee and its contractors or sublessees will provide a Hazardous Waste Management Plan to the Government for review and approval prior to the commencement of any action. The Lessee or its sublessee shall apply for and obtain its own Resource Conservation and Recovery Act (RCRA) generator identification number. Any hazardous waste permit number under the RCRA, or its State of Maine equivalent, shall be limited to generation and transportation. The Lessee shall not, under any circumstances, allow any hazardous waste to remain on or about the Leased Premises for any period in excess of 90 days. Any violation of this requirement shall be deemed a material breach of this Lease. Government hazardous waste storage areas or management facilities will not be available to the Lessee or any sublessee. The Lessee or any sublessee must provide, at its own expense, such hazardous waste storage facilities, complying with all laws and regulations, as it needs for temporary (less than 90 days) storage. Government accumulation points for hazardous waste will not be available to the Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the Government.

13.11.1 Lessee shall comply with the hazardous waste permit requirements under the RCRA or its State of Maine equivalent and any other applicable laws, rules or regulations. Lessee must provide at its own expense such hazardous waste storage facilities complying with all laws and regulations.

13.12 Lessee and any sublessee shall have a completed and Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of the Navy's plan. Should the Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee or sublessee, or because Lessee or sublessee was not, in the opinion of Government, conducting timely cleanup actions, the Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.13 Government is not responsible for any removal or containment of Asbestos Containing Material (ACM) in/on the buildings, Lead Based Paint (LBP) in/on the buildings, or Polychlorinated Biphenyls (PCBs). If Lessee intends to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it. Lessee and any sublessee must sign the certifications titled "Asbestos-Containing Materials Hazard Disclosure and

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Acknowledgement Form” and “Lead Based Paint Hazard Disclosure and Acknowledgement Form”, marked **Exhibits “F” and “G”**, respectively.

13.13.1 ACM in/on the buildings which during the period of this Lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee’s activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. In an emergency, Lessee will notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM in/on the buildings on the Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.14 Lessee and sublessees shall not use or access groundwater, and shall not disturb or cause to be disturbed monitoring wells or equipment located on the Leased Premises.

13.15 Lessee and Sublessee are not permitted to use or apply any pesticide or herbicide, without written approval from the Government’s BEC. Any pesticide/herbicide applicators must be licensed and certified with the State of Maine and are responsible for complying with all associated requirements. Lessee and Sublessee shall furnish to the Navy copies of any material application information.

The Lessee is hereby notified that the Leased Premises may contain pesticide residue from pesticides that have been applied in the management of the property. The Government knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Government's position that, other than as described in the ECP, it shall have no obligation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

#### 14. TERMINATION.

14.1 Termination Upon Tender of Deed. Upon the occurrence of either of the following, the passing of ten (10) days after the Government tenders to Lessee, in accordance with the Purchase Agreement, or the Airport Application and applicable law, a good and sufficient Quitclaim Deed conveying fee title to any portion of the Leased Premises (each such portion hereinafter referred to as “Conveyed Portion”), or the acceptance by the Lessee of the Government tendered Quitclaim Deed, whichever occurs first, (i) this Lease shall automatically terminate with respect to the applicable Conveyed

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Portion as if such date were the stated expiration date contained herein and neither party shall have any further obligations under this Lease with respect to the Conveyed Portion (other than any obligations which expressly survive termination of this Lease), (ii) all references to the Leased Premises shall be deemed to exclude such Conveyed Portion, and (iii) this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises.

14.1.1 This Lease shall immediately terminate upon Lessee's failure or refusal to accept the Government's tender of a good and sufficient Quitclaim Deed in connection with and in accordance with the requirements of an Additional Closing, as defined in the Purchase Agreement, or in accordance with the Airport Application conveying fee title to any Conveyed Portion, which refusal shall constitute a material breach of this Lease.

14.2 Government Termination. The Government shall have the right to terminate this Lease, at any time:

- (i) upon Lessee's failure to perform or fulfill any material obligation, condition, term or agreement contained in this Lease required on the part of the Lessee to be performed or fulfilled, or
- (ii) in the event that the use is incompatible with the NEPA ROD, or
- (iii) in the event of a national emergency as declared by the President or the Congress of the United States.

The Government's right to terminate this Lease may only be exercised if the Lessee does not cure or cause to be cured such failure within thirty (30) days (or more if authorized in writing by the Government) after receipt of the written notice from the Government specifying the alleged failure. If such default is not capable of cure within thirty (30) days, the Lessee shall have such additional period of time as is necessary to cure such alleged default, so long as the Lessee commences and diligently prosecutes to completion such cure. In the event that the Government shall elect to terminate this Lease on account of the breach by the Lessee of any of the terms and conditions, Government shall be entitled to recover and Lessee shall pay to the Government:

14.2.1 The costs incurred in reacquiring possession of the Leased Premises.

14.2.2 The costs incurred in performing any obligation on the part of the Lessee to be performed hereunder.

14.2.3 An amount equal to the aggregate of any maintenance obligations and charges assumed hereunder and not paid or satisfied, which amounts shall

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be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

14.3 Termination by Lessee. The Lessee shall have the right to terminate this Lease at any time upon thirty (30) days written notice to Government's Real Estate Contracting Officer or authorized representative or in the event of damage to or destruction of all of the improvements on the Leased Premises or such a substantial portion thereof as to render the Leased Premises incapable of use for the purposes for which it is leased hereunder, provided:

14.3.1 The Government's Real Estate Contracting Officer or authorized representative either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise; and

14.3.2 That such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, sublessees, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this Lease.

14.4 If the Government requires Lessee to vacate all or a substantial portion of the Leased Premises pursuant to Section 14 of this Lease for a period in excess of thirty (30) days, Lessee may terminate this Lease by written notice to Government given at any time while Lessee shall continue to be denied use of all or a substantial portion of the Leased Premises. Lessee shall thereafter surrender possession of the Leased Premises within fifteen (15) calendar days of such notice.

14.5 Environmental Contamination. In the event environmental contamination is discovered on the Leased Premises which creates, in the Government's determination, an imminent and substantial endangerment to human health or the environment, and notwithstanding any other termination rights and procedures contained in this Lease, the Lessee shall vacate, or require any sublessee to vacate, the Leased Premises immediately upon notice from the Government, of the existence of such a condition and the requirement to so vacate the Leased Premises. Exercise of this right by the Government shall be without liability except that the Lessee shall not be responsible for the payment of Rent, the amount of deduction to be determined on a daily pro rata basis, during the period the Leased Premises is vacated. The Government's exercise of this right herein to order the Leased Premises immediately vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

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15. INDEMNIFICATION BY LESSEE - GOVERNMENT NON-LIABILITY.

15.1 The Lessee shall indemnify, defend, and save the Government harmless to the extent authorized under applicable law, and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature whatsoever (civil or criminal) arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by the Lessee and the employees, subtenants, agents, servants, guests, invitees and contractors of the Lessee, including but not limited to, any fines, claims, demands, and causes of action of every nature whatsoever which may be made upon, sustained, or incurred by the Government by reason of any breach, violation, omission, or non-performance of any term, covenant, or condition hereof on the part of the Lessee or the employees, subtenants, agents, servants, guests, invitees or contractors of the Lessee; provided, however, this indemnity shall not extend to matters caused by the Government's or third party's negligent or willful acts. This covenant shall survive the termination of this Lease.

15.1.1 Lessee shall require each and every sublessee to independently indemnify, defend and save the Government harmless without condition or limitation, and shall pay all costs, expenses and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by the sublessee and the employees, agents, servants, guests, invitees and contractors of sublessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the sublessee or the employees, agents, servants, guests, invitees and contractors of sublessee; however, this indemnity shall not extend to matters caused by the Government's or third party's negligent or willful acts. This covenant shall survive the termination of this Lease and any sublease.

15.2 To the extent permitted by law, the Lessee covenants that it will indemnify and save and hold harmless the Government, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of the Lessee, or for the death of or injury to any of the same which may arise out of or be attributable to the Lessee's use or occupancy of the Leased Premises, or the furnishing of any services hereunder by Lessee, or any interruption therein or failure thereof caused by the Lessee, whether or not the same was caused by the negligence or willful misconduct of the Lessee, provided; however, this indemnity shall not extend to matters caused by or resulting in whole or in part from acts or omissions by the

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Government, its officials, agents, employees, contractors, tenants, guests or invitees. This covenant shall survive the termination of this Lease.

15.2.1 Lessee shall require each and every sublessee to independently indemnify and save and hold harmless the Government, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of the Lessee, or for the death of or injury to any of the same which may arise out of or be attributable to the Lessee's use or occupancy of the Leased Premises, or the furnishing of any services hereunder by Lessee, or any interruption therein or failure thereof caused by the Lessee, whether or not the same was caused by the negligence or willful misconduct of the Lessee, provided; however, this indemnity shall not extend to matters caused by or resulting in whole or in part from acts or omissions by the Government, its officials, agents, employees, contractors, tenants, guests or invitees. This covenant shall survive the termination of this Lease.

16. LESSEE'S LIABILITY EXTENDS TO ITS CONTRACTORS AND SUBLESSEES. The Lessee's liability shall extend to the performance of work or the use of the Leased Premises by any contractor or sublessee of the Lessee under this Lease.

17. INSURANCE.

17.1 In the event that any item or part of the Leased Premises, including the Related Personal Property, shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 17, the Lessee shall promptly give notice thereof to the Government, and shall, upon demand of the Government, either compensate the Government for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Premises, including the Related Personal Property, so lost or damaged.

17.2 All Risk: Lessee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage to the Leased Premises, including the Related Personal Property, occupied or used by Lessee or any of its sublessees, arising from any causes whatsoever, or in any manner connected with the occupation or use of the Leased Premises by Lessee or any sublessee, or by a risk customarily covered by insurance in the locality in which the Leased Premises is situated, even where such loss or damage stems from causes beyond Lessee's control. In the event that any item or part of the Leased Premises, including the Related Personal Property, shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this section, Lessee shall promptly give notice thereof to the Government, and shall, upon demand of the Government, either compensate the

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Government for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Premises, including the Related Personal Property, so lost or damaged.

17.3 Lessee's Insurance: During the entire period this Lease shall be in effect, Lessee shall, at its expense, carry and maintain the insurance required below:

17.3.1 All-risks property and casualty insurance against the risks enumerated in Subsection 17.1, in an amount at all times equal to at least 100 percent of the full insurable value of the improvements and Related Personal Property within the Leased Premises.

17.3.2 Commercial General Liability (CGL) insurance including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Leased Premises and improvements hereon, to afford protection with per occurrence limits of not less than \$5,000,000 and \$5,000,000 in the aggregate in the event of bodily injury or death to any number of persons in any one accident and for property damage.

17.3.3 Workman's compensation or similar insurance in form and amounts required by law.

17.3.4 Automobile liability coverage for any automobile of not less than \$1,000,000 per person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than \$1,000,000 per occurrence for property damage.

17.4 Lessee's Contractor's and Sublessee's Insurance: During the entire period this Lease shall be in effect, the Lessee shall require its contractors or sublessees, or any contractor performing work on the Leased Premises to carry and maintain the insurance required below:

17.4.1 For Sublessees: Commercial General Liability insurance including, but not limited to coverage of not less than the amounts set forth in Exhibit "A" with respect to personal injury or death and with respect to property damage. The comprehensive general liability shall contain a per project aggregate endorsement.

17.4.2 For Contractors, Commercial General Liability insurance including, but not limited to, coverage of \$1,000,000 per occurrence with not less than \$1,000,000 general aggregate with respect to personal injury or death and with respect to property damage.

17.4.3 Workman's compensation or similar insurance in form and amounts required by law.

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17.4.4 Automobile liability coverage of not less than \$1,000,000 per person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than \$1,000,000 per occurrence for property damage.

17.5 Policy Provisions: All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and all-risks property insurance will name Government as an additional insured; provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or Government or any other person; provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to the Government in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which Lessee may have against the Government.

17.6 Delivery of Policies: Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. LABOR PROVISION.

18.1 Equal Opportunity. During the term of this Lease, the Lessee agrees as follows:

18.1.1 The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed and that the Lessee's or sublessee's employees are to be treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. The Lessee agrees to post, in conspicuous places, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

18.1.2 The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

18.1.3 The Lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Government, advising the labor union or worker's representative of the Lessee's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.4 The Lessee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and with the rules, regulations, and relevant orders of the Secretary of Labor.

18.1.5 The Lessee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

18.1.6 In the event of the Lessee's noncompliance with the Equal Opportunity Clause of this Lease or with any said rules, regulations, or orders, this Lease may be canceled, terminated, or suspended in whole or in part, and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

18.1.7 The Lessee will include the above provisions in every sublease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee or vendor. Lessee will take such action with respect to any sublessee or purchase order as the Government may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with the sublessee or vendor as a result of such direction by the

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Government, the Lessee may request the Government to enter into such litigation to protect the interests of the Government.

18.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law:

18.2.1 The Lessee shall not require or permit any laborer or mechanic any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provisions of Subsection 18.2.1, the Lessee shall be liable to any affected employee for any amounts due and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Subsection 18.2.1 in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by Subsection 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment unless the utilization of prisoners is in conformity with the provisions of Executive Order 11755.

## 19. SUBMISSION OF NOTICES.

19.1. Notices. Notices shall be sufficient under this Lease if made in writing and submitted, via certified mail or via a recognized overnight carrier, in the case of the Lessee to:

Steven Levesque, Executive Director  
Midcoast Regional Redevelopment Authority  
2 Pegasus Street, Suite 1, Unit 200  
Brunswick, Maine 04011

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and, in the case of the Government, to:

Real Estate Contracting Officer  
NAVFAC, BRAC Program Management Office East  
4911 South Broad Street, Bldg. 679  
Philadelphia, PA 19112

The above-named individuals or offices so designated shall be the representatives of the parties and the points of contact during the period of this Lease. All notices, demands or other communications to be given, made or sent by either party to the other under this Lease shall be deemed to have been fully given, made or sent on the earlier of (i) actual receipt or (ii), five days after being mailed, by registered or certified mail, or via a recognized overnight carrier, and addressed to the parties as described above.

20. STORAGE. Any Government property which is not Related Personal Property, which must, in the Lessee's determination, be removed to permit exercise of the privilege granted by this Lease shall be stored, relocated, or removed from the site and returned to a specified location designated by the Government within the confines of the Leased Premises, upon termination of this Lease, at the sole cost and expense of the Lessee.

21. AUDIT. This Lease shall be subject to audit by any and all cognizant Government agencies. The Lessee shall make available to such agencies for use in connection with such audits all records which it maintains with respect to this Lease and copies of all reports required to be filed hereunder.

22. INTEREST. Notwithstanding any other provision of this Lease, unless paid within thirty (30) days, all amounts that become payable by the Lessee to the Government under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury pursuant to 31 U.S.C 3717 (Debt Collection Act of 1982). Amounts shall be due upon the earliest of (a) the date fixed pursuant to this Lease; (b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination; (c) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (d) if this Lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

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23. MODIFICATION. This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of this Lease.

24. FAILURE TO INSIST ON COMPLIANCE. The failure of the Government hereunder to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, and the Lessee's obligations in respect of such future performance shall continue in full force and effect.

25. DISPUTES.

25.1 This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

25.2 Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

25.3 "Claim", as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by Subsection 25.4.1 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

25.4 A claim by the Lessee shall be made in writing and submitted within six (6) years after accrual of the claim to the Director, NAVFAC, BRAC Program Management Office ("PMO") East, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Director, NAVFAC, BRAC PMO East.

25.4.1 The Lessee shall provide the certification specified in Subsection 25.4. 3 of this clause when submitting any claim—

(A) Exceeding \$100,000; or

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(B) Regardless of the amount claimed, when using:  
(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or (2) any other alternative means of dispute resolution (ADR) technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

25.4.2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

25.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

25.4.4 The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.

25.5 For Lessee claims of \$100,000 or less, the Director, NAVFAC, BRAC PMO East, must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000, the Director, NAVFAC, BRAC PMO East, must, within sixty (60) days, decide the claim or notify the Lessee of the date by which the decision will be made.

25.6 The Director, NAVFAC, BRAC PMO East decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

25.7 At the time a claim by the Lessee is submitted to the Director, NAVFAC, BRAC PMO East, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use ADR, pursuant to 5 U.S.C. 575-580. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Subsection 25.4.3 of this clause, and executed in accordance with Subsection 25.4.4 of this clause.

25.8 The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Director, NAVFAC, BRAC PMO East receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date the Director, NAVFAC, BRAC PMO East initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as

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provided in the Act, which is applicable to the period during which the Director, NAVFAC, BRAC PMO East receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

25.9 The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Director, NAVFAC, BRAC PMO East.

26. COVENANT AGAINST CONTINGENT FEES. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to require the Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

27. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

28. ESTOPPEL CERTIFICATES. Provided the facts support such a statement, Lessor and Lessee shall within 10 days of written request by the other, certify by written instrument as to the following:

- (i) That the Lease is unmodified and in full force and effect;
- (ii) That no default has occurred under the Lease which has not been waived, and no event has occurred which, but for the passage of time and/or the giving of notice, would constitute a default under the Lease;
- (iii) That to their best knowledge, there are no existing claimed set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of the Lease and any modifications of the Lease on the part of the other party to be performed or complied with; and
- (iv) The date of expiration of the term.

29. LIENS. The Lessee shall promptly discharge or cause to be discharged valid liens, rights in rem, claims, or demands of any kind, except one in favor of the Government, which at any time may arise or exist as a result of any action of Lessee or any sublessee with respect to the Leased Premises or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by the

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Lessee, or should the Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should this Leasehold estate be taken by execution, the Government reserves the right to take immediate possession without any liability to the Lessee or any sublessee. The Lessee and any sublessee shall be responsible for all costs incurred by the Government in securing clear title to its property.

30. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the performance of this Lease shall be assumed and discharged by the Lessee.

31. TAXES. Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease, may be imposed upon the Lessee with respect to the Leased Premises. Section 2667(f) of title 10, United States Code, contains the consent of Congress to the taxation of the Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of the Government's interest in the Leased Premises, this Lease will be renegotiated.

32. SUBJECTION TO EXISTING EASEMENTS AND RIGHTS OF WAY.

32.1 This Lease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in and upon the Leased Premises or any portion thereof and to the right of the Government to grant such additional easements and rights-of-way over, across, in and upon the Leased Premises as it shall determine to be in the public interest; provided that any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to the Lessee for such damages as the Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to (i) the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, (ii) to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and (iii) to any Federal, State or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall be necessary for the performance of their duties with regard to such facilities. Any easements proposed subsequent to the effective date of this Lease shall be coordinated with the Lessee.

32.2 The Lessee shall not interfere with or otherwise disturb Government-owned roads, structures, facilities, pipelines, or conduits located on the Leased Premises and necessary for or related to ongoing Government remediation activities without the prior written consent of the Government.

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33. INGRESS-EGRESS. The Lessee and any sublessees shall be granted reasonable access to the Leased Premises. Such access will be coordinated with the local representative of the Government. As a condition, the Lessee and any sublessee agrees to adhere to all Government rules and regulations regarding security, ingress, egress, safety and sanitation as may be prescribed from time to time by the Local Government Representative.

34. ADMINISTRATION. Except as otherwise provided for under this Lease, the Real Estate Contracting Officer, NAVFAC BRAC PMO East, under the direction of Director, NAVFAC BRAC PMO East, shall have complete charge of the administration of this Lease and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

35. SURRENDER. Should the Lease be terminated prior to conveyance of the Leased Premises, the Lessee shall quietly and peacefully remove itself and its property from the Leased Premises and surrender the possession thereof to the Government. During such period prior to surrender, all obligations assumed by the Lessee under this Lease shall remain in full force and effect. The Government may, in its discretion, declare that any property which has not been removed from the Leased Premises upon termination provided for above, as abandoned property upon an additional thirty (30) days notice.

36. APPLICABILITY OF LAW. Lessee shall comply with all applicable Federal, State and local laws, rules and regulations which may arise by reason of this Lease. These include, but are not limited to, laws and regulations on the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits required to conduct business (e.g. wetlands [EO 11990] and floodplains [EO 11988], Section 106 consultation under the National Historic Preservation Act and air quality conformity determinations under the Clean Air Act). Lessee and any sublessee are responsible for obtaining and paying for any permits required for its operations under the Lease.

37. LESSEE PERFORMANCE. Whenever a duty or obligation of the Lessee is set forth under the terms and conditions of this Lease, performance may be satisfied by the Lessee or by the Lessee causing said performance to be completed. At the request of the Lessee, the Government shall recognize and accept from any party identified by the Lessee, as acting on the Lessee's behalf, the performance necessary to satisfy the duty or obligation of the Lessee.

38. EFFECT ON RECIPROCAL EASEMENT AGREEMENT. Notwithstanding anything set forth herein to the contrary, in no event shall any provision

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first set forth above.

WITNESS

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY**

  
ELAINE PRESTON

  
Stephanie D. Zamorski  
Real Estate Contracting Officer  
NAVFAC, BRAC PMO East

Date: 4 Dec 2013

**MIDCOAST REGIONAL  
REDEVELOPMENT AUTHORITY**

  
Kathy Paradis

  
Steven H. Levesque  
Executive Director

Date: 12/5/13

**EXHIBIT A**

Description of Leased Premises

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**EXHIBIT A-1**

**SPECIFIC LEASE PROVISIONS**

**For Hangar 4, Building 490, Structure HH, Building No. 250, Building 648, Building 253, Building 81 and Parking Area adjacent to Building 51**

**Hangar 4, Building 490 and Structure HH situated on approximately 6.87 acres of land:**

**Paragraph 1 – Leased Premises:**

The Leased Premises includes the Hangar 4 portion of Building 250/Hangar 4 Facility consisting of approximately 56,400 square feet, Building 490 (Lockheed Support Line Shack, 375 square feet), Structure HH (Smoking Shelter), the former Hangar 4 Satellite Accumulation Area (SAA), the parking lot on the east side of Building 250, and the aircraft apron on the north, west, and south sides of Building 250 located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 1, attached hereto and made a part hereof.

**Paragraph 4 – Use of Leased Premises:**

The Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA Record of Decision (ROD) dated 26 January 2011. The purpose for which the property may be used is to support airport operations and tenant activities including aviation related business, contractor space, industry class I and II, parking facility, professional office, service business class I and II, special events, warehousing and storage.

**Paragraph 6 – Leased Premises Delivered “As-Is, Where-Is”**

6.1 Refer to the Joint Inspection and Inventory Report dated 26 November 2013, marked Exhibit C-1 of this Lease.

**Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:**

Refer to the Finding of Suitability to Lease (FOSL) dated 21 November 2013, Exhibit D-1 of this Lease. Lessee and its sublessee shall comply with all environmental notices, restrictions and provisions described in Exhibit D-1.

**Paragraph 13 – Environmental Protection Provisions:**

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-1 and G-1, respectively of this Lease.

**Paragraph 17.4 – Sublessee's Insurance:**

17.4. 1 For Sublessee's: Not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

**Building 250, Building 648 and Building 253 situated on approximately 2.93 acres of land:**

**Paragraph 1 – Leased Premises:**

The Leased Premises includes Building No. 250 consisting of approximately 128,000 square feet of space, Building 648 (former Auxiliary Power Unit, 600 square feet), Building 253 (VR-62 Turnstile Entry Control Point, 240 square feet), Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area, containing approximately 2.93 acres of land located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 2, attached hereto and made a part hereof.

**Paragraph 4 – Use of Leased Premises:**

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The property may be used for the following purposes:

(1) The Third Deck portion of Building 250 may be subleased to Savi Systems, Inc. for business process outsourcing and transformation services, including but not limited to contact center operations, help desk operations, logistics and fulfillment, third party quality assurance analysis, training, staffing, and consulting;

(2) The AMID area of Building 250 may be used as a technology accelerator facility, known as "Tech Place", which will be a small business incubator for technology companies. The area may be used for companies specializing in aviation and aerospace, composites, information technology, biotech and energy.

(3) Building 648 may be used to support airport operations and tenant activities including aviation operations, aviation related business, contractor space, industry Class I

and II, parking facility, professional office, service business Class I and II, special events, warehousing and storage.

(4) Quarterdeck may be used to provide an entrance to the elevator tower for Lessee or Sublessee to access the Third Deck of Building 250.

(5) Building 253 includes the turnstile to provide security access to the aircraft apron.

**Paragraph 6 – Leased Premises Delivered “As-Is, Where-Is”**

6.1 Refer to the Joint Inspection and Inventory Report dated 26 November 2013, marked Exhibit C-2 of this Lease.

**Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:**

Refer to the Finding of Suitability to Lease (FOSL) dated 21 February 2013 and FOSL Addendum dated 3 December 2013, Exhibit D-2 of this Lease. Lessee and its sublessee shall comply with all environmental notices, restrictions and provisions described in Exhibit D-2.

**Paragraph 13 – Environmental Protection Provisions:**

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-2 and G-2, respectively of this Lease.

**Paragraph 17.4 – Sublessee’s Insurance:**

17.4. 1 For Sublessee’s: Not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

**Building 81 situated on approximately 0.9 acre of land:**

**Paragraph 1 – Leased Premises:**

The Leased Premises includes Building No. 81 consisting of approximately 7,000 square feet, along with approximately 0.9 acre of paved and unpaved areas, located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 3, attached hereto and made a part hereof.

**Paragraph 4 – Use of Leased Premises:**

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The purpose for which the property may be used is for manufacture, warehousing, sales, and rental of tents and awnings by MRRA's sublessee, New England Tent and Awning.

**Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:**

Refer to the Finding of Suitability to Lease (FOSL) dated 29 March 2011, Exhibit D-3 of this Lease. Lessee and its sublessee shall comply with all environmental restrictions described in Exhibit D-3.

**Paragraph 13 – Environmental Protection Provisions:**

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-3 and G-3, respectively of this Lease.

**Paragraph 17.4 – Sublessee's Insurance:**

17.4. 1 For Sublessee's: Not less than \$3,000,000.00 per occurrence and not less than \$5,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

**Building 51 Parking Area consisting of approximately 0.10 acre of land:**

**Paragraph 1 – Leased Premises:**

Leased Premises includes the Parking area adjacent to Building 51 containing approximately 0.10 acre of land, located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 4, attached hereto and made a part hereof.

**Paragraph 4 – Use of Leased Premises:**

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The sole purpose for which the property may be used is as a parking lot.

**Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:**

Refer to the Finding of Suitability to Lease (FOSL) dated 21 May 2012, Exhibit D-4 of this Lease. Lessee and its sublessee shall comply with all environmental restrictions described in Exhibit D-4.

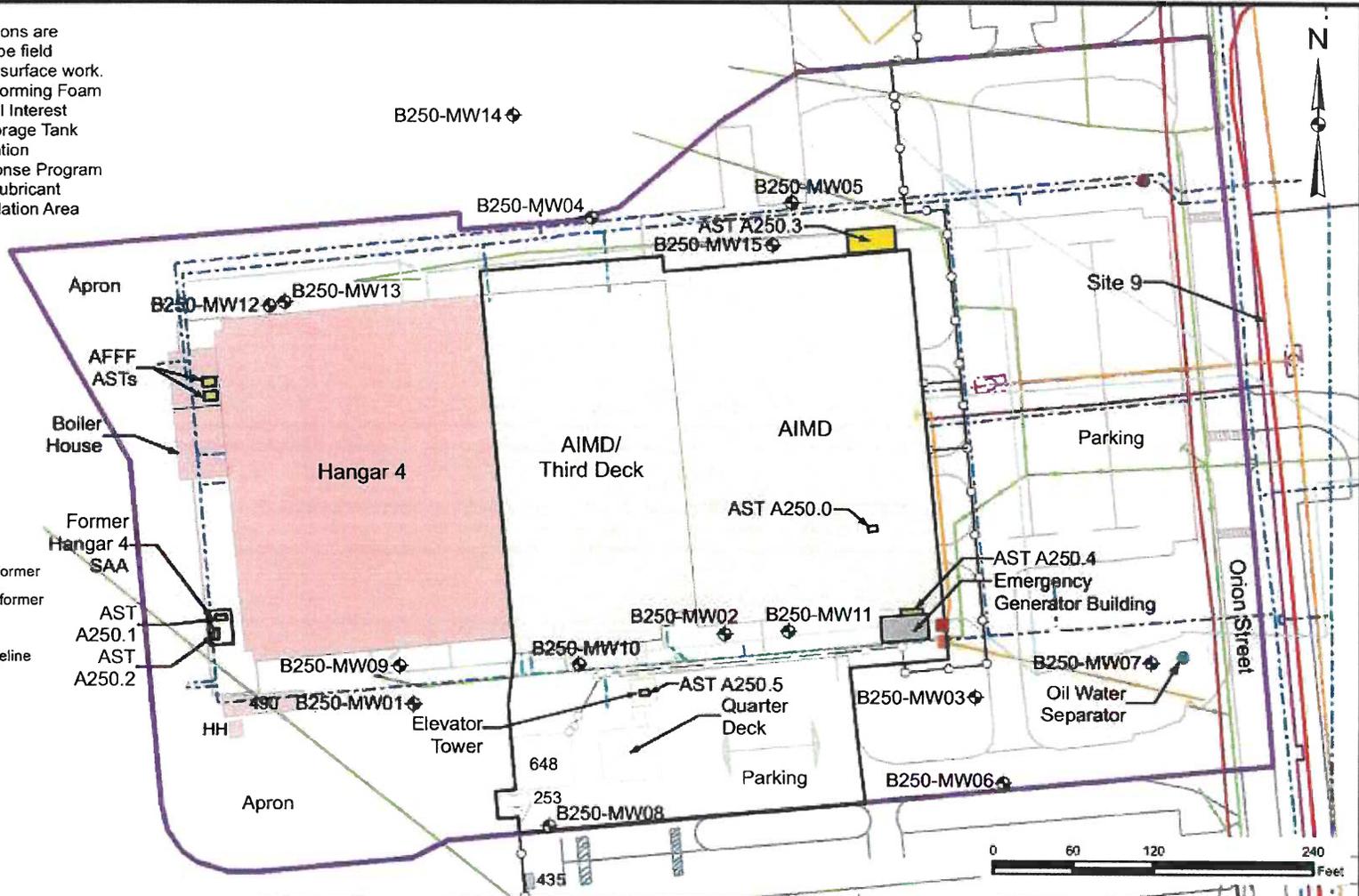
**Paragraph 17.4 – Sublessee’s Insurance:**

17.4. 1 For Sublessee’s: Liability Limits: \$400,000.00, in accordance with Maine Tort Claims Act.

Notes: Utility Line locations are approximate and must be field verified prior to any subsurface work.  
 AFFF - Aqueous Film Forming Foam  
 AOP1 - Area of Potential Interest  
 AST - Aboveground Storage Tank  
 IR - Installation Restoration  
 MRP - Munitions Response Program  
 POL - Petroleum, Oil, Lubricant  
 SAA - Satellite Accumulation Area

**Legend**

- ◊ Monitoring Well
- ⊙ Oil Water Separator
- Pad-Mounted Transformer
- Pole-Mounted Transformer
- Base Boundary
- Abandoned Fuel Pipeline
- Fenceline
- Rail Line
- Electrical Lines
- Fiber Optic Lines
- Sewer Lines
- Steam Lines
- Storm Lines
- Water Line
- Natural Gas
- IR, POL, and MRP Sites and AOP1s
- AIR-12 Transfer Parcel
- Building 250 Lease Parcel
- Hangar 4 Lease Parcel
- Building

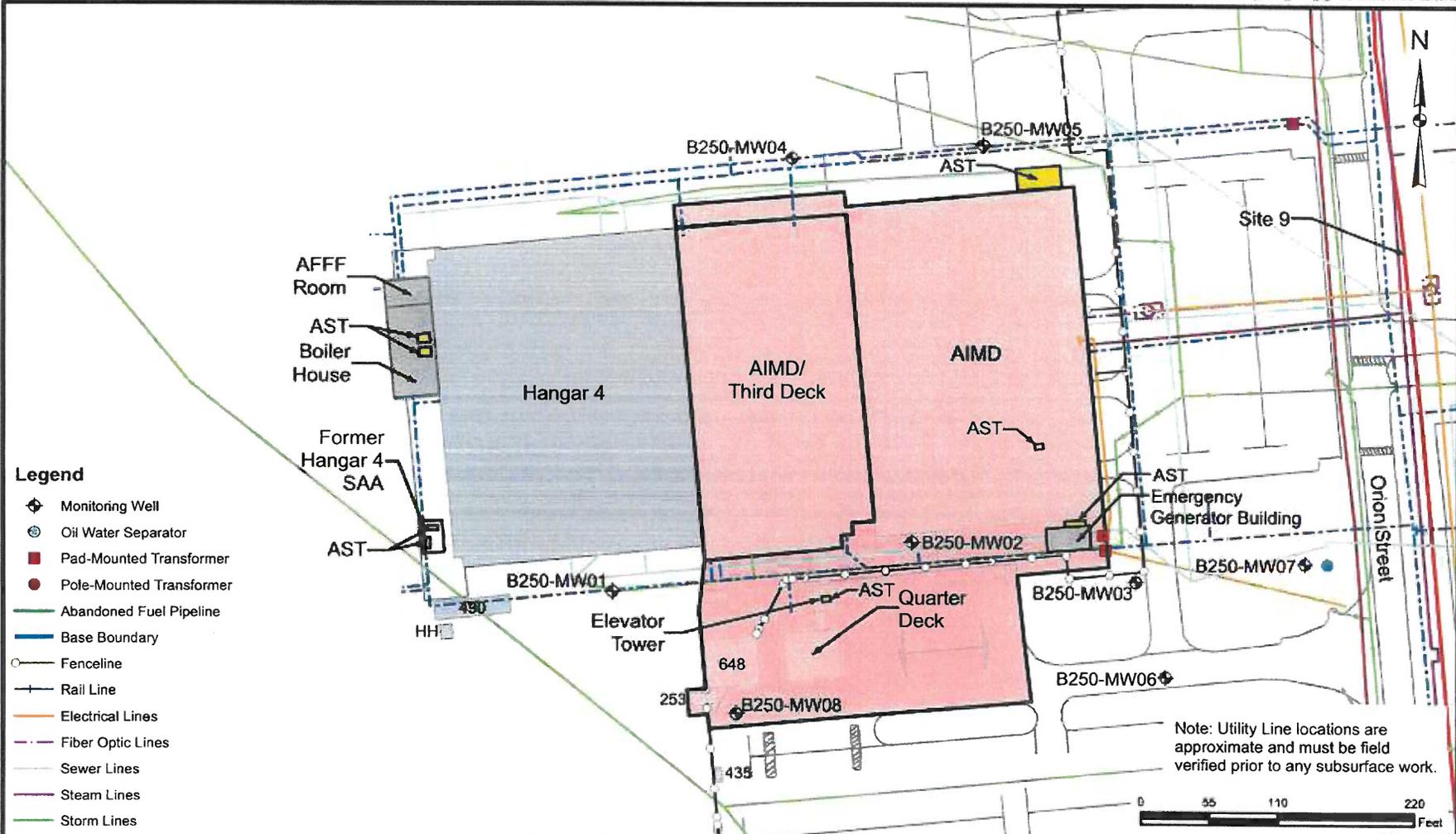


FORMER NAVAL AIR STATION BRUNSWICK  
 BRUNSWICK, MAINE

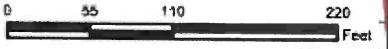
**FEATURES MAP**

HANGAR 4  
 FINDING OF SUITABILITY TO LEASE

SCALE	
PER SCALE BAR	
FLE	
Q1, NASS_FOSL_2013_2_FIG-2.MXD	
REV	DATE
0	11/05/13
FIGURE NUMBER	
B.2	



Note: Utility Line locations are approximate and must be field verified prior to any subsurface work.



**Legend**

- ⊕ Monitoring Well
- ⊙ Oil Water Separator
- Pad-Mounted Transformer
- Pole-Mounted Transformer
- Abandoned Fuel Pipeline
- Base Boundary
- Fenceline
- Rail Line
- Electrical Lines
- Fiber Optic Lines
- Sewer Lines
- Steam Lines
- Storm Lines
- Water Line
- Natural Gas
- IR, POL, and MRP Sites and AOPIs
- Building
- Lease Recipients
- MRRRA Airport



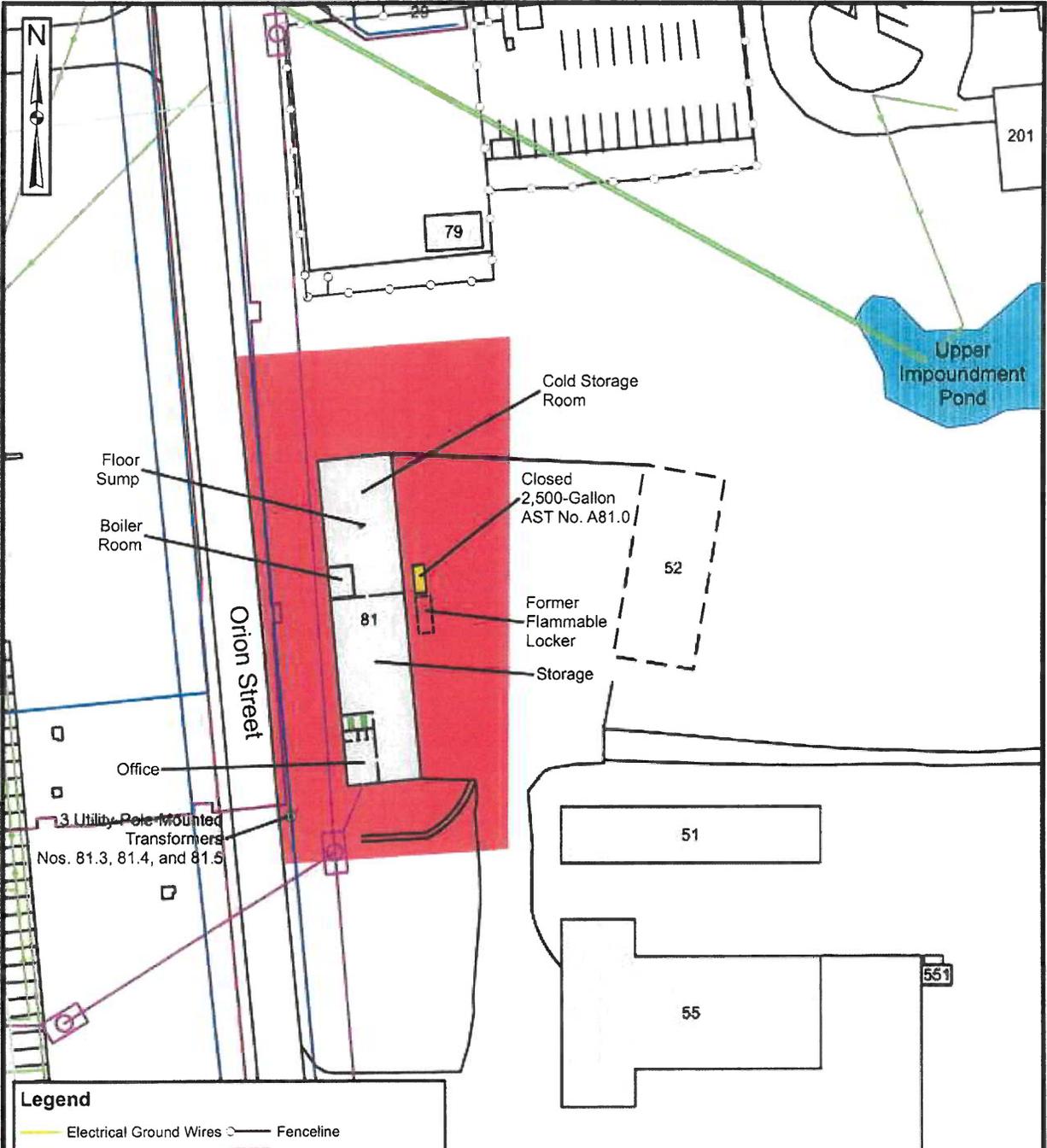
FORMER NAVAL AIR STATION BRUNSWICK  
BRUNSWICK, MAINE

**FEATURES MAP**

BUILDING 250  
FINDING OF SUITABILITY TO LEASE

SCALE PER SCALE BAR	
FILE	
G:\_NASB_FOSL_2013_1_FIGB-2.MXD	
REV	DATE
0	02/08/13
FIGURE NUMBER	
B-2	

I:\2008\11900\NASB\_BLDG\_81\_FEATURES.MXD D:\M 12/22/10



**Legend**

— Electrical Ground Wires	○ Fenceline
— Fiber Optic Lines	■ Building 81 Lease Parcel
— Sewer Lines	⊕ Utility Pole
— Steam Lines	⊞ AFFF AST Location
— Storm Lines	
— Water Line	
— Natural Gas	

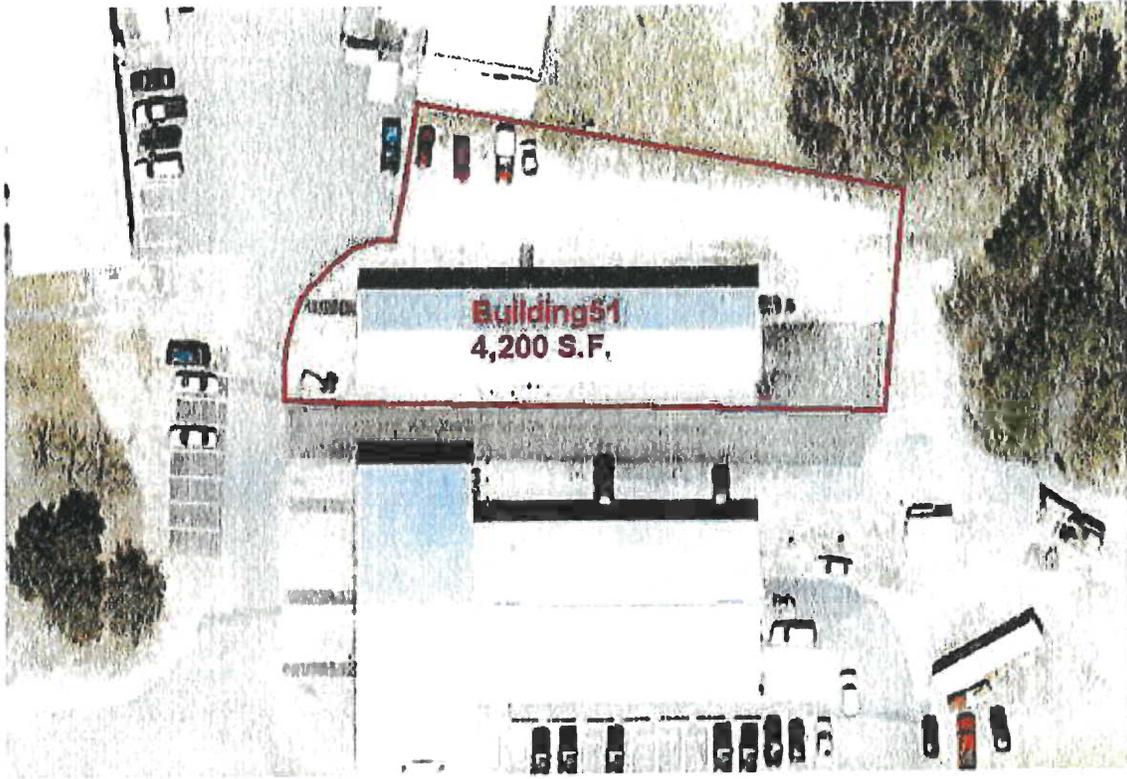
Note: Utility line locations are approximate and must be field verified prior to any subsurface work.



PARCEL FEATURES MAP  
 BUILDING 81 LEASE PARCEL  
 NAVAL AIR STATION BRUNSWICK  
 BRUNSWICK, MAINE

SCALE AS NOTED	
FILE I:\NASB_BLDG_81_FEATURES.MXD	
REV 0	DATE 12/22/10
FIGURE NUMBER FIGURE NO. B-3	

Building #51 Parking Lot  
Excluding B51



**EXHIBIT B**

Programmatic Agreement between the United States Navy and the Maine Historic  
Preservation Officer dated September 27, 2010

Initial: Navy S7 & Lessee \_\_\_\_\_

LIFOC Brunswick ME  
N47692-14-RP-14P14

## **PROGRAMMATIC AGREEMENT (PA)**

### **BETWEEN THE UNITED STATES NAVY AND THE MAINE STATE HISTORIC PRESERVATION OFFICER (SHPO) ON THE LEASE AND PROPERTY TRANSFER OF PROPERTIES LOCATED AT NAVAL AIR STATION BRUNSWICK, MAINE AND TOPSHAM ANNEX, TOPSHAM, MAINE**

**WHEREAS**, the United States Navy (Navy) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101-510), as amended in 2005, and the Navy is proceeding with the closure and disposal of excess and surplus property in a manner consistent with the "2005 Report to the President of Defense Base Closure and Realignment Commission," dated 8 September 2005; and

**WHEREAS**, the Navy has determined that the disposal of Naval Air Station (NAS) Brunswick and the McKeen Street Housing Annex, East Brunswick Radio Transmitter Site, and Topsham Annex in a manner consistent with the NAS Brunswick & Topsham Reuse Master Plans may have an effect upon historic properties, which may be eligible for inclusion in the National Register of Historic Places (NRHP); and

**WHEREAS**, the Navy has consulted with the Maine State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, the Navy has consulted with the Passamaquoddy (Indian Township and Pleasant Point Reservations), the Aroostook Band of the Micmac, the Penobscot, and the Houlton Band of the Maliseet tribes, to identify if they have religious or cultural interest in the Area of Potential Effects (APE) and,

**WHEREAS**, the Navy has consulted with the Pejepscot Historical Society, and the towns of Brunswick and Topsham pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, the Navy has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and invited comment from the ACHP and after consultation ACHP has elected not to be a signatory to this PA; and

**WHEREAS**, the Navy is providing the Federal Aviation Administration, the United States Coast Guard, the United States Army and other potential property recipients the opportunity to acquire properties at NAS Brunswick to support their reuse plans; and

**WHEREAS**, the Navy has prepared detailed evaluations of eligibility of the buildings and structures pursuant to the National Register of Historic Places (NRHP) at NAS Brunswick and

## **I. STIPULATIONS**

### **NAS BRUNSWICK, BRUNSWICK, ME**

A. The Navy prepared and forwarded to the SHPO the final report titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010, and "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick Maine" dated August 2010.

1. The Maine SHPO has reviewed the "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" received on 14 June 2010 to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.
2. The Maine SHPO has reviewed the "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated August 2010 (received on 14 June 2010) to continue consultation pursuant to Section 106 Of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for archaeological survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.

B. Due to the potential adverse effect to NAS Brunswick on identified archaeological sites or historic resources from the disposal and reuse of these properties, property recipients shall be required to contact the SHPO prior to any development that may affect these sites. In order to ensure the further protection of the historic properties, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/or deed of transfer by the Navy on which any archaeological sites or historic resources are located. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figures 1 and 2)

### **TOPSHAM ANNEX, TOPSHAM, ME**

A. The Navy prepared and forwarded to the SHPO the final report titled "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010.

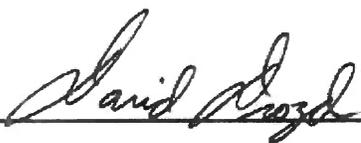
1. The Maine SHPO has reviewed the "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine", May 2010, to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at Topsham Annex.

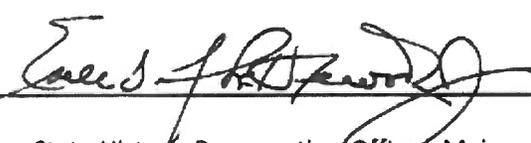
member of the public, the Navy shall consider the objection and consult as needed with the objecting party, the SHPO, and other parties to this PA.

### III. AMENDMENTS AND NON-COMPLIANCE

- A. If either of the parties to this PA believes the terms of the PA cannot be carried out or the PA should be amended, that party shall immediately consult with the other party to develop amendments to the PA. The process of amending the PA shall be the same as that used in creating the original PA. If the parties cannot agree upon an amendment, the disagreement shall be addressed pursuant to Stipulation IV.
- B. If the terms of this PA are not carried out, the Navy shall immediately notify the SHPO and shall consult to determine if amendments are necessary. If the terms of this PA are not carried out, the Navy shall not take or sanction any action which would cause an adverse effect to the historic property or any action that would foreclose the SHPO consideration of modifications or alternatives to the Undertaking.
- C. Execution of this PA by the Navy and the SHPO, and implementation of its terms, evidence that the Navy has afforded the Maine SHPO an opportunity to comment on the effect of this Undertaking and its effects on the historic properties.

### IV. SIGNATURES

 9-27-10  
BRAC PMO *NE* DATE

 9/23/10  
State Historic Preservation Officer, Maine DATE

days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, return of any Archeological artifacts removed, require, if appropriate, the restoration of the Archeological Site or to seek any other remedy available at law or equity.

5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

**TO BE INCLUDED IN ALL NAS BRUNSWICK AND TOPSHAM ANNEX LEASES IN FURTHERANCE OF CONVEYANCE AND DEEDS WHERE HISTORIC RESOURCES ARE LOCATED:**

Covenant re: Historic Preservation: NAS Brunswick and Topsham Annex have been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

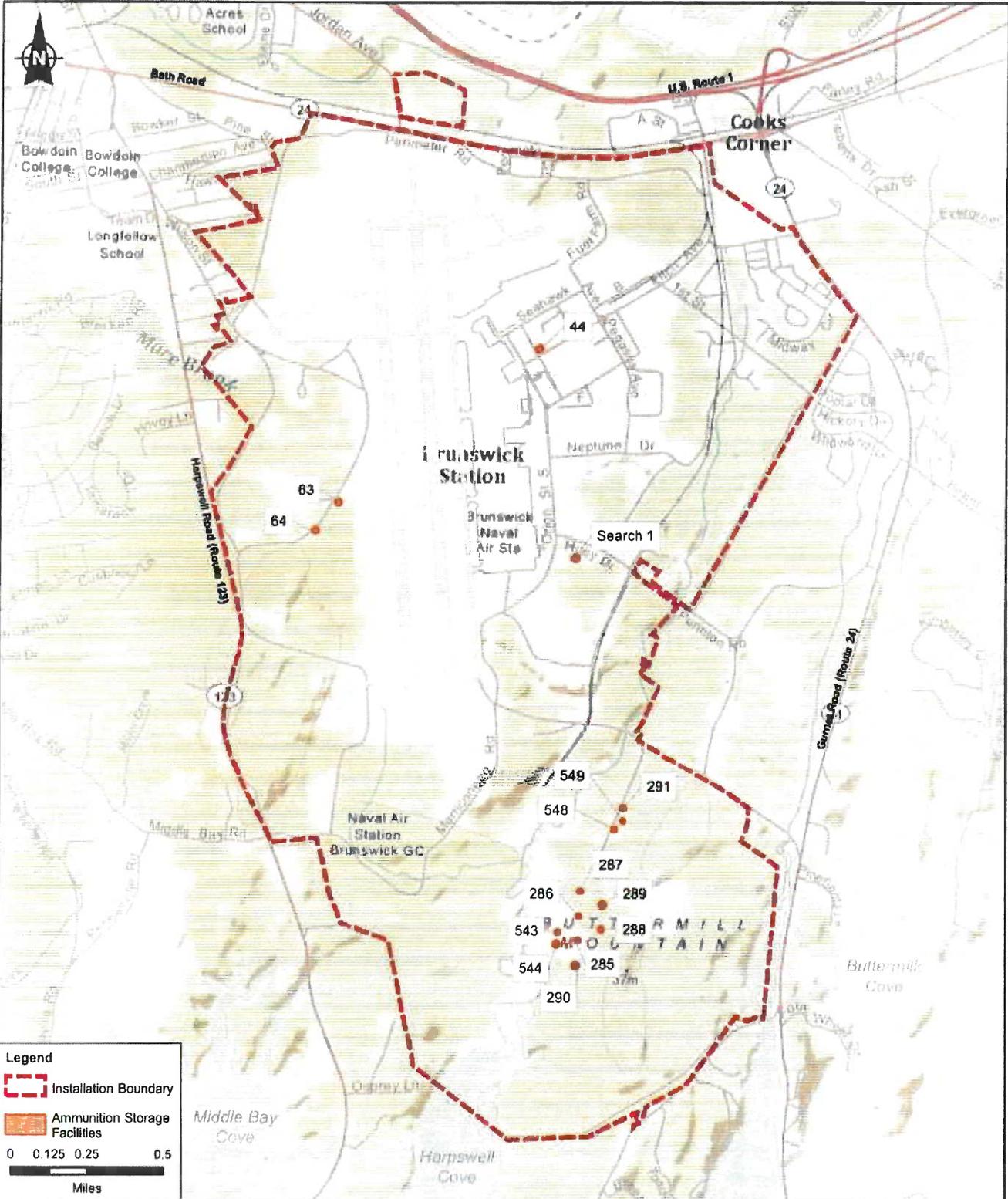
1. All parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as described below in the document attached

C. If the response provided to GRANTEE by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE.

3. Upon acquisition of NAS Brunswick ME and Topsham Annex ME, GRANTEE shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

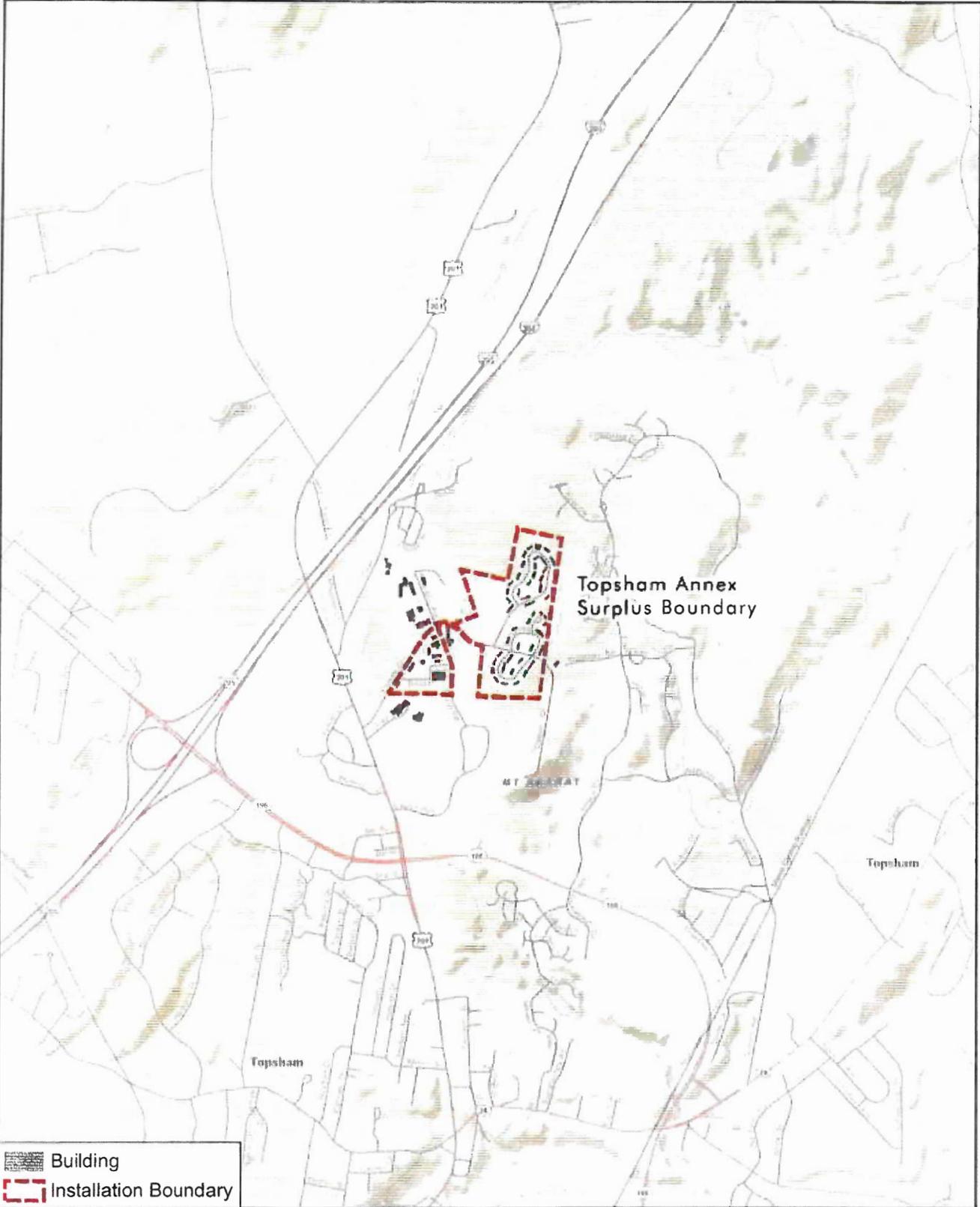
5. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.



**Note:** An additional five ammunition magazines (59, 60, 62, 71, and 626) (not shown) were not documented as part of the 2010 Historic Architecture Comprehensive Survey Update, but are eligible for listing in the NRHP under the 2006 Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities.

**Figure 1**  
**Historic Resources**  
**NAS Brunswick, Maine**

**Source:** Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, Maine SEARCH, May 2010.  
 ESRI World Topographic Map: USGS, FAO, NPS, EPA, NRCAN, GeoBase, ESRI, DeLorme, TANA, AND, other suppliers.



**Figure 3**  
**Topsham Annex Project Area**  
**NAS Brunswick, Maine**

**EXHIBIT C**

Joint Inspection and Inventory Report

/

Initial: Navy SJ & Lessee \_\_\_\_\_

LIFOC Brunswick ME  
N47692-14-RP-14P14

**EXHIBIT C-1  
JOINT INSPECTION AND INVENTORY REPORT**

**Hangar 4, Building 490 and Structure HH  
Approximately 6.87 Acres of Land  
Former Naval Air Station  
Brunswick, Maine**

**Date of Survey: November 26, 2013**

**Leased Property: Approximately 6.87 acres of land including  
Hangar 4, Building 490 and Structure HH,  
located at the former Brunswick Naval Air Station.**

**Lessor: United States of America  
Department of the Navy**

**Lessee: Midcoast Regional Redevelopment Authority**

**Navy Lease Number: N47692-14-RP-14P14**

On November 26, 2013, Mr. Robert Leclerc representing the Department of the Navy and Mr. Robert Rocheleau representing the Midcoast Regional Redevelopment Authority, conducted a walk through inspection of Hangar 4 facilities, consisting of approximately 6.87 acres of land including Hangar 4, Building 490 and Structure HH, as depicted on the attached Features Map, marked Attachment 1, located at the former Naval Air Station, Brunswick, Maine.

This report, covering the Government-owned improvements included as part of the leased premises, and as further described herein, and consisting of 4 pages, has been examined and represents the condition of the real property as observed during the walk through.

Specific characteristics of the facilities have been identified to the parties during the walk through. The information and findings presented herein are recorded for protection of both the Navy and the Midcoast Regional Redevelopment Authority. Existing conditions as noted do not render the facilities unsuitable for continued use.

**INSPECTION BY:**

**REPRESENTING DEPARTMENT OF THE NAVY**

Robert Leclerc  
(Name)

  
(Signature)

Title: Navy Caretaker Project Manager

**REPRESENTING Midcoast Regional Redevelopment Authority**

Robert J. Rocheleau  
(Name)

  
(Signature)

Title: Property Manager

**HANGAR 4** – Comprised of the western portion of Building 250/Hangar 4 Facility (Approximately 56,400 SF) – Condition of the following improvements:

**Building Exterior:**

Facade: Fair condition. Some areas of the metal siding are dented or have small holes. Some of the concrete has spalling and cracks.

Roof: Rubber membrane has detached in some places allowing the roofing to flap in the wind which needs immediate attention to prevent further damage of roof.

**Building Interior:**

Doors /Windows/Window Frames & Sashes: Many doors were never cleaned when the Navy vacated the building. Some door and window frames show minor damage. Hangar doors seals have significant holes allowing for serious heat loss. South end hangar doors do not operate.

Floors: Most floors were never “broom clean” as per the N-BIG document. Some floors show missing concrete leaving a very uneven surface. Most carpeting has to be removed due to either significant dirt or mold.

Walls: Fair condition. Many holes left behind in the sheetrock from when the Navy vacated the building.

Ceiling: Some missing ceiling tiles, some have mold spots, other are damaged or very dirty. Other ceiling tiles were damaged due to water leaks.

**Utilities:**

Electrical (including Light fixtures, Switches, Outlets): Some light fixtures do not work or are damaged. Electrical boxes do not have the keys to secure them.

HVAC: Heat plant operable but will need to be worked on in order to maintain better thermal controls.

Plumbing (including pipe lines and fixtures): Fair to good condition. There does not seem to be any leaks in the system.

Fire Protection (including Sprinklers, Fire Alarm System): The AFFF system is operable however, there is a significant amount of old AFFF that cannot be reused. Sprinklers are

in good shape but the Gamewell alarm system with King Fisher radio transmitter systems are in non-functioning poor condition and are not to code.

Security System: As in cameras are all non-operable. System is for all intent and purposes dead.

**BUILDING 490 – Lockheed Support Line Shack (Approx. 375 SF) – Condition of the following improvements:**

**Building Exterior:** Poor condition . If MRRA would prefer to demolish, an alteration request shall be required.

**Building Interior:** See comment above.

**STRUCTURE HH – Smoking Shelter – Condition of the following improvements:**

**Building Exterior:** Poor condition. If MRRA would prefer to demolish, al alteration request shall be required.

**Building Interior:** See comment above.

**LAND PARCEL: 6.87 Acres of Land – Condition:**

**Aircraft Apron:** The concrete is in good shape with some areas of spalling and cracking.

**Parking Areas:** Many cracks and potholes present. Condition is in fair to poor shape.

**Sidewalks:** Many cracks and potholes present. Condition is in fair to poor shape.

**Roads:** Many cracks and potholes present. Condition is in fair to poor shape.

**PERSONAL PROPERTY INVENTORY: (Include Description & Location)**

This building houses office furniture and equipment and other industrial equipment left in place that transfer to MRRA under airfield PBC.

**EXHIBIT C-2  
JOINT INSPECTION AND INVENTORY REPORT**

**Building No. 250 and approximately 2.93 Acres of Land;  
Former Naval Air Station  
Brunswick, Maine**

**Date of Survey: November 26, 2013**

**Leased Property: Building No. 250, Building 648 (former Auxiliary Power Unit), Building 253 (VR-62 Turnstile Entry Control Point, Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area consisting of approximately 2.93 Acres of land located at the former Brunswick Naval Air Station. On 26 February 2013, the property was leased to Midcoast Regional Redevelopment Authority under Interim Lease No. N47692-11-RP-11P14, for limited occupancy and use.**

**Lessor: United States of America  
Department of the Navy**

**Lessee: Midcoast Regional Redevelopment Authority**

**Navy Lease Number: N47692-14-RP-14P14**

On November 26, 2013, Mr. Robert Leclerc representing the Department of the Navy and Mr. Robert Rocheleau representing the Midcoast Regional Redevelopment Authority, conducted a walk through inspection of Building No. 250, Building 648 (former Auxiliary Power Unit), Building 253 (VR-62 Turnstile Entry Control Point, Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area consisting of approximately 2.93 Acres of Land, as depicted on the attached Features Map, marked Attachment 1, located at the former Naval Air Station, Brunswick, Maine.

This report, covering the Government-owned improvements included as part of the leased premises, and as further described herein, and consisting of 4 pages, has been examined and represents the condition of the real property as observed during the walk through.

Specific characteristics of the facilities have been identified to the parties during the walk through. The information and findings presented herein are recorded for protection of both the Navy and the Midcoast Regional Redevelopment Authority. Existing conditions as noted do not render the facilities unsuitable for continued use.

**INSPECTION BY:**

**REPRESENTING DEPARTMENT OF THE NAVY**

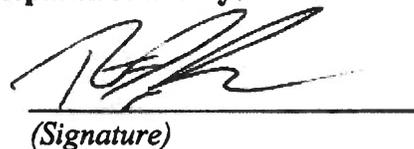
Robert Leclerc  
(Name)

  
(Signature)

Title: Navy Caretaker Project Manager

**REPRESENTING Midcoast Regional Redevelopment Authority**

Robert J. Rocheleau  
(Name)

  
(Signature)

Title: Property Manager

**Quarterdeck, Elevator Tower and Access Bridge, and Emergency Generator Building at the Southeast Corner of Building 250:**

Current condition of elevator tower is in very good shape because MRRA fix many of the issues in the tower for the Savi lease. The emergency generator building is in good shape.

**BUILDING 253 – (Approx. 240 SF) – Condition of the following improvements:**

**Building Exterior:** This is the turnstile security exit from the airfield building. It is in good condition.

**Building Interior:** Fair to good condition.

**BUILDING 648 – Auxiliary Power Unit Shop (Approx.600 SF) – Condition of the following improvements:**

**Building Exterior:** Exterior is in poor shape. If MRRA prefers to demolish, an alteration request shall be required.

**Building Interior:** See above comment regarding building condition.

**LAND PARCEL: 2.93 Acres of Land – Condition:**

**Asphalt Parking Area:** Many cracks and potholes present. Condition is in fair to poor shape.

**Sidewalks:** Many cracks and potholes present. Condition is in fair to poor shape.

**Roads:** Many cracks and potholes present. Condition is in fair to poor shape.

**Unpaved Areas:** Fair shape with grass mostly dying and trees in fair shape.

**PERSONAL PROPERTY INVENTORY: (Include Description & Location)**

This building houses office furniture and equipment and other industrial equipment left in place that transfer to MRRA under airfield PBC.

**Stormwater Pollution Prevention Plan  
for  
BRUNSWICK EXECUTIVE AIRPORT  
BRUNSWICK, MAINE**

**Prepared for:**



**in accordance with the regulations of the  
State of Maine Department of Environmental Protection  
Maine Pollutant Discharge Elimination System  
Multi-Sector General Permit  
Facility Permit # MER05CO27**

**Prepared: August 2013  
Updated: October 2020  
Updated: December 2021**

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### APPENDICES

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## **1.0 EXECUTIVE SUMMARY**

On January 12, 2011, the Maine Department of Environmental Protection (MEDEP) processed a Notice of Intent (NOI) for the Midcoast Regional Redevelopment Authority (MRRA) to comply with the *Maine Multisector General Permit for Stormwater Discharges Associated with Industrial Activity*, under the Maine Pollutant Discharge Elimination System (MPDES). MRRA filed under the category of “Air Transportation Facility” (Processing # MER05CO27). This permit was subsequently re-filed under the April 26, 2011 permit. The Department re-issued the MSGP on December 7, 2016. The facility’s permit coverage was renewed by the receipt of an NOI on April 4, 2017.

As the former Naval Air Station Brunswick, this facility was previously assigned under the EPA Multi-Sector General Permit SIC #4512.

As part of the conditions of the initial permit, each activity is required to prepare a facility-specific Stormwater Pollution Prevention Plan (“SWPPP”). The purpose of the SWPPP is to establish policy, responsibilities, and procedures for the stormwater pollution program and to provide technical guidance on pollution prevention due to stormwater runoff from industrial areas.

The stormwater program is designed to reduce the discharge of pollutants into receiving waters of the United States. Elimination of non-stormwater discharges and source controls are the major elements of the stormwater program. The SWPPP consists of Best Management Practices (BMPs), structural controls, education, and inspection procedures to be followed at Brunswick Executive Airport to minimize stormwater pollution.

## **1.1 PLAN LOCATION**

The original signed copy of this document will be retained in MRRA offices at 15 Terminal Road, Suite 200, Brunswick, Maine.

## **1.2 PLAN IMPLEMENTATION**

The effectiveness of this Plan is dependent upon the adoption of practical stormwater pollution prevention procedures and the willingness of personnel to comply with them. Site personnel must be familiar with all SWPPP protocol and procedures.

## **2.0 STORMWATER POLLUTION PREVENTION PERSONNEL AND RESPONSIBILITIES**

MRRA is responsible for stormwater management activities at Brunswick Executive Airport. Members of the MRRA stormwater pollution prevention team are listed in Table 2.1.

*Table 2.1: MRRA Stormwater Pollution Prevention Personnel*

<b>PERSONNEL/POSITION</b>	<b>CONTACT INFORMATION</b>	<b>ROLES/RESPONSIBILITIES</b>
Woodie Bartley, POC 1	207-798-6512	<ul style="list-style-type: none"> <li>• Coordinate Plan development and updates, and implementation</li> <li>• Coordinate site inspections</li> <li>• Oversee sampling program</li> <li>• Coordinate employee training programs</li> <li>• Will keep original working SWPPP document</li> <li>• Maintain all records and ensure required reports are submitted</li> <li>• Prepare and send results to POC 2</li> <li>• Coordinate with MRRA tenants and their activities</li> <li>• Carry out quarterly visual monitoring and numeric monitoring as required by MEDEP under this permit</li> </ul>
Eric Perkins, POC 2 Stacy Revels, POC 3 Johanna Sigel, POC 4	207-798-6512	<ul style="list-style-type: none"> <li>• Assist POC 1 with all above activities</li> </ul>

### 3.0 RELATED PLANS FOR BRUNSWICK EXECUTIVE AIRPORT

MRRA and/or its tenants have or will have other related plans that outline daily management, contingency, emergency response, and environmental compliance measures that are related to stormwater pollution prevention and management.

- **Spill Prevention Control and Countermeasures (SPCC) Plan:** FlightLevel Aviation, the fixed base operator for Brunswick Executive Airport, completed a SPCC Plan. This plan outlines the prevention of any discharge of oil into navigable waters or adjoining shorelines. The main thrust of the SPCC regulation is prevention as opposed to after-the-fact reactive measures commonly described in Oil Spill Contingency Plans.
- **Hazardous Waste Management Plan:** Companies at Brunswick Executive Airport that generate, store and dispose of hazardous waste will be in charge of completing their respective plans, if applicable. A Hazardous Waste Management Plan (HWMP) describes procedures to be followed in the generation, storage, and disposal of hazardous waste, non-hazardous chemical wastes, waste oil and reclaimed fuel.
- **PFAS Management Plan:** MRRA will be working with the Navy, MEDEP and USEPA on the preparation of a PFAS Management Plan for Brunswick Executive Airport that outlines a proactive and comprehensive approach to managing PFAS contaminants in the stormwater system and when encountering these substances during construction activities.

### 4.0 SITE ASSESSMENT

#### 4.1 General Description

Formerly part of the Naval Air Station Brunswick (NASB), Brunswick Executive Airport is a roughly 1,100-acre general aviation airport located completely within the jurisdictional limits of the Town of Brunswick. On August 24, 2005, the Federal Base Realignment and Closure (BRAC) Commission voted to close NASB MRRA received the airport property through a Public Benefit Conveyance (PBC) and is the Federal Aviation Administration (FAA) designated airport sponsor.

Brunswick Executive Airport is using the facility's existing runways and taxiways, hangars and terminal facilities. Some areas that were used for aviation, such as the Navy's fuel storage area, have been converted to non-aviation use. New fuel tanks and dispensers have been installed closer to the FBO and general aviation terminal area, Building 200.

The facilities with relevant air sector activities that will be covered under this permit are listed in Table 4.2.

## 4.2 Stormwater Drainage Patterns

A site map has been included in Appendix A.

Brunswick Executive Airport drains into two major watersheds: The Mere Brook – Harpswell Cove watershed; and the Androscoggin watershed. Approximately 79 percent of the airport is in the Mere Brook – Harpswell Cove watershed. Mere Brook enters the airport property at the western boundary and flows into its natural streambed for approximately 1,000 linear feet. It is then routed under the airport operations area via a triple-barrel culvert for approximately 3,500 linear feet. When it exits the culverts, Mere Brook is joined by a number of small, intermittent streams to form a wide, tidal stream that discharges into the mouth of Harpswell Cove. The channel of Mere Brook is relatively narrow and deeply incised for most of its length.

Mere Brook is currently on Maine’s list of Urban Impaired Streams and is a Class B Waterbody, which means it has been assessed by MEDEP as not meeting water quality standards for aquatic life use. Currently, it is at 24 percent impervious cover and the TMDL target is 10 percent (See Appendix F: TMDL Summary for Mere Brook).

Approximately 21 percent of the airport property is in the Androscoggin watershed. The Androscoggin River flows west to east along the northern boundary of the Town of Brunswick and forms the boundary between Cumberland and Sagadahoc Counties. At its closest point, the Androscoggin River is approximately 2,000 feet from the northern boundary of the property. Flows from several small tributaries originating on the property are divided into two unnamed tributaries that convey surface water to the Androscoggin River.

## 4.3 Potential Pollutant Sources

The following table describes common activities and pollutant sources for the air transportation and facilities sector. See Section 5.1 for more details on the operation of the deicing station.

*Table 4.1: Common Activities and Pollutant Sources – Air Sector*

<b>ACTIVITY</b>	<b>POLLUTANT SOURCE</b>	<b>POLLUTANT</b>
Aircraft storage	Engine oil, hydraulic fluid, fuel	Fuel, oil, hydraulic fluids, heavy metals
Aircraft deicing/anti-icing	Runoff of deicing/anti-icing fluid	Glycol fluids
Runway deicing/anti-icing	Urea-based deicing/anti-icing materials	Ammonia from urea-based compounds
Aircraft servicing	Engine oil, hydraulic fluid, fuel	Fuel, oil, hydraulic fluids, heavy metals
Aircraft, ground vehicle and equipment maintenance and washing	Spills and leaks of engine oils, hydraulic fluids, transmission oil, radiator fluids, chemical solvents used for parts cleaning, waste parts, batteries, oil and fuel filters, oily rags, spent wash water	Spent solvents, oil, heavy metals, ethylene glycol, acid/alkaline wastes, detergents
Runway maintenance	Tire rubber, oil and grease, paint	Debris, oil

	chips, and jet fuel	
Material handling: transfer storage disposal	Fueling: spills, leaks and hosing area Liquid storage in above ground storage: spills and overfills, external corrosion, failure of piping systems Waste material storage and disposal: paint solids, solvents, trash, spent abrasives, petroleum products	Fuel oil, heavy metals, material being stored, paint solids, spent solvents
Fuel truck storage	Engine oils, fuel, transmission fluid	Fuel oil, hydraulic fluids

*Table 4.2: Facilities with Relevant Air Sector Activities*

<b>FACILITY</b>	<b>ACTIVITIES/OPERATIONS</b>	<b>TENANTS</b>
Hangar 6	Aircraft Maintenance (business jets)	Tempus Jets
Hangar 6	Aircraft Maintenance (small aircraft)	American Classic Aviation
Hangar 6	Aircraft Storage	Flight Level Aviation
Hangar 4	Aircraft Maintenance (business jets)	Precision Air
T hangar	Aircraft Storage	10 multiple owners
TechPlace	Aircraft Manufacturing	Clamar Floats/Atol USA
Hangar 5	Aircraft Storage	MRRA & Flight Level Aviation
Hangar 5	Aircraft Maintenance (small aircraft)	Sunbird Aviation
Hangar 7	Aircraft Storage	Flight Level Aviation
FBO Fuel Farm	Aircraft fueling	Flight Level Aviation
Building 292	Airport Runway Maintenance	MRRA
Building 251	Aircraft Deicing Operations	MRRA, Flight Level Aviation

### **Summary of Potential Pollutant Sources**

This section describes activities, materials and physical features of Brunswick Executive Airport that may contribute significant amounts of pollutants to stormwater runoff or, during periods of dry weather, result in pollutant discharges through the storm drainage system that drains the property. This assessment of stormwater pollution risk will support subsequent efforts to identify and set priorities for changes in materials, material management practices, and/or site features. In addition, the selection of appropriate structural and non-structural control techniques can be evaluated and implemented.

#### Fueling Operations

Fuel is the major potential pollutant on Brunswick Landing. The storage locations and dispensing stations are listed in Table 4.3, below.

*Table 4.3: Brunswick Executive Airport Fuel Throughput (Projected)*

<b>LOCATION</b>	<b>FUEL TYPE</b>	<b>ANNUAL THROUGHPUT (GALLONS)</b>
Fuel Farm	Jet-A, 100 LL Fuel	1 Million Gallons (Max.)

Aircraft Deicing/Anti-Icing

Deicing will be accomplished by physical removal of the snow and ice from the surfaces of the aircraft. Fixed Base Operator (FBO) personnel will sweep off the wings and other surfaces with brooms. Small spray cans of deicing fluid will also be used on the deicing pad.

Deicing agents: In 1994, to ensure compliance with the Clean Air Act, the Navy shifted from the use of ethylene glycol to propylene glycol. MRRRA will continue to use propylene glycol for all aircraft deicing (See Table 4.4 below).

*Table 4.4: Aircraft Deicing/Anti-Icing at Brunswick Executive Airport*

<b>DEICING SEASON</b>	<b>DEICING AGENT</b>	<b># AIRCRAFT DEICED</b>	<b>TOTAL DEICING AGENT USED (Gallons)</b>
November - April	Propylene Glycol	TBD	TBD

Aircraft Servicing

A variety of combined activities come under the heading of aircraft servicing, including aircraft storage, maintenance, deicing, and runway deicing. The following is a brief description of the elements of aircraft operations.

Aircraft Storage.

Normally, the aircraft will be housed on the parking ramps next to the hangars. During storage, qualified personnel perform regular inspections and conduct tests, including drawing fuel and fluid samples. Any major spill that might occur during aircraft storage has the potential of entering the storm sewer system.

Any spills occurring on the northernmost area of the parking ramp, adjacent to Hangar 6, could flow north to a catch basin and into an unnamed tributary, and eventually into the Androscoggin River and Merrymeeting Bay. All spills flow through a series of detention ponds, prior to leaving Brunswick Landing.

A spill occurring from the midpoint of Hangar 6 to a point past Hangar 5 could flow to any number of catch basins and into the Picnic Pond System to an unnamed tributary and then to Harpswell Cove via Mere Brook.

A spill occurring at any place in the southernmost area of the parking ramp (south of Hangar 5) could flow through a single retention pond, then into Mere Brook and Harpswell Cove.

Aircraft, Ground Vehicle and Equipment Maintenance and Washing

Aircraft Maintenance

Hangar spills that result from maintenance activities have a low potential for contributing to stormwater pollution. Maintenance operations that take place on the parking ramp have moderate potential for stormwater pollution.

Runway Maintenance.

MARRA enlists the services of contractors to maintain the runway.

*Table 4.5: Site Evaluation of Vehicle and Equipment Maintenance Facilities*

<b>BUILDING</b>	<b>RESPONSIBLE ACTIVITY</b>	<b>MAINTENANCE TYPE</b>	<b>POTENTIAL STORMWATER CONTAMINATES</b>
Hangar 4	Precision Aviation	Routine maintenance of aircraft	Fuel, oil and lubricants
Hangar 5	MARRA, FlightLevel Aviation & Sunbird Aviation	Routine maintenance of aircraft	Fuel, oil and lubricants
Hangar 6	Tempus Jets, & American Classic Aviation	Routine maintenance of aircraft	Fuel, oil and lubricants
Hangars 6 & 7	FlightLevel Aviation	Routine maintenance of aircraft	Fuel, oil and lubricants
TechPlace	MARRA	Small business incubator	TBD
T hangars	Multiple tenants	Routine maintenance of aircraft	Fuel, oil and lubricants
Building 292	MARRA	Snow Removal Equipment	Fuel, Oil, Lubricant

Significant Spills and Leaks

There have not been any significant spills or leaks under MARRA’s ownership – since taking possession from the Navy in 2011.

**5.0 STORMWATER MANAGEMENT**

All of the facilities at Brunswick Executive Airport are required to comply with the Best Management Practices (BMPs) outlined in this SWPPP, whether or not they have a site-specific plan. The following sections outline the applicable BMPs for all industrial activities at Brunswick Executive Airport. In addition, all new development and construction activities must comply with the State’s stormwater management rules and regulations.

## 5.1 Non-Structural BMPs

### Good Housekeeping

Good housekeeping practices are intended to keep a clean and orderly work environment. The most effective first step toward preventing stormwater pollution from industrial sites is using common sense to improve housekeeping methods. MRRRA and its tenants will implement the following procedures to promote good housekeeping:

- Improved operation and maintenance of industrial machinery and processes.
- Material storage practices;
- Routine and regular clean-up schedules;
- Maintaining well organized work areas; and
- Training schedules.

### Operation and Maintenance

These procedures ensure that equipment is working properly. BMPs include:

- Keeping dry and clean floors and ground surfaces. Keeping surfaces clean and dry makes leaks more visible and easier to clean.
- Regularly disposing of garbage.
- Ensuring that equipment is working properly. Properly maintained equipment has a lower risk of malfunctioning.
- Routinely inspecting for leaks or conditions that could lead to the discharge of chemicals or contact of stormwater with raw materials, materials or products in process, or waste materials.

### Materials Storage Practices/Minimizing Exposure

Improper storage can result in the release of materials and chemicals, resulting in stormwater runoff pollution. Proper storage techniques to be used at Brunswick Executive Airport include:

- Providing adequate aisle space to facilitate material transfer and ease access for inspections.
- Storing containers, drums and bags away from direct traffic routes to prevent accidental spills. Storing drums on special spill pallets.
- When stacking containers, doing so in accordance with the manufacturer's instructions to avoid damaging the containers from improper weight distribution.
- Storing containers off the ground to prevent corrosion.

### Preventative Maintenance

All companies or operations at Brunswick Executive Airport that own or operate equipment, vehicles, or aircraft are required to implement a preventative maintenance program if one is not

in place. Preventative maintenance involves the regular inspection and testing of equipment and operational systems. These inspections could uncover conditions such as cracks or slow leaks, which could cause breakdowns or failures that result in stormwater discharge of pollutants. An acceptable program should include the following elements:

- Identification of equipment, systems and facility areas to be inspected;
- A schedule for periodic inspections or tests of equipment and systems;
- Appropriate and timely adjustments, repair, or replacement of equipment and systems; and
- Maintenance of complete records on inspections, equipment and systems.

#### Source Material and Waste Storage

There are several methods of storage for materials and waste at Brunswick Executive Airport, including:

1. Aboveground Storage Tanks (ASTs);
2. Underground Storage Tanks (USTs);
3. Drum Storage;
4. Satellite Accumulation Areas; and
5. Material Stockpiles.

**Aboveground Storage Tanks (AST).** Brunswick Executive Airport has ASTs at various locations. The ASTs are used for storing materials such as waste oil, fuel oil, jet fuels, and other liquids. The following BMPs have been developed to correctly install and maintain ASTs to minimize the potential for failure.

Construction and Condition Standards. The existing 1994 standards have been developed for use when installing new and evaluating existing ASTs. These requirements are in addition to other existing American Society of Testing Materials (ASTM) standards. In the case of conflict, when designing new tanks or evaluating existing tanks, the more stringent requirement will always be used. Furthermore, all existing ASTs identified as deficient by MRRA will be a priority to retrofit. The following standards apply:

- An AST will be given preference over an Underground Storage Tank (UST). USTs will be used only when an aboveground option is not practical.
- ASTs are to be installed on an impervious surface. Concrete foundations suitable for the tank being installed will be provided.
- All ASTs provide 110 percent secondary containment. In selecting the type of containment, the MEDEP preference for berm versus double wall will be considered, and a berm will be used whenever possible.
- All ASTs will be protected from traffic by means of bollards, curbs, guard rails or other similar positive control devices.
- All piping should be aboveground whenever possible. All aboveground piping shall be double wall or otherwise secondarily contained. If any underground piping is used, it shall be provided with secondary containment and leak detection in accordance with the

Title 38 of the Maine Revised Statutes Annotated (MRSA), Chapter 691 (UST regulations).

- All ASTs and other containers containing flammables shall be labeled as such and shall indicate material type (i.e. fuel oil, diesel, gasoline, waste oil, etc.).
- These standards will pertain to all storage of over 55 gallons for a single container and 75 gallons total volume for multiple containers regardless of the POL material stored. POL products include, but are not limited to: fuels, oils, lubricants, grease, waste oils, etc.
- Locations and descriptions of all new facilities will be provided to MRRA for required permitting and SPCC and SWPPP modifications. No installation will be constructed without approval of the MRRA POC.

Inspections and Testing. All ASTs must be inspected and documented in accordance with the Spill Prevention Control and Countermeasures (SPCC) plan associated with that AST and documentation must be on file in the MRRA office.

Drum Storage. Brunswick Executive Airport houses several drums of material in various locations. These drums may be empty or contain hazardous wastes, nonhazardous wastes, hazardous materials, nonhazardous materials, cleaning compounds, oil, solvents, spill clean-up equipment, and several other miscellaneous source materials. There are two different types of secondary containment for drum storage. Plastic overpack drums are designed to fully encapsulate a drum for various reasons, including spills and leaks. Drums can also be stored in a secondary containment berm, on pallets. The berm should be equipped with a drain and a discharge valve maintained closed. Any water accumulation in the containment area must be inspected for contamination prior to discharge. If the contents of the drums would produce a visible sheen on the water, the water to be discharged must be visually inspected for sheen prior to discharge. If the contents would not produce a visible sheen the water must be appropriately sampled before discharge.

#### Vehicle/Aircraft Support Equipment

This section outlines the requirements for vehicle maintenance at Brunswick Executive Airport. The following BMPs are designed to be used in all of the vehicle and maintenance areas.

Parts Cleaning. Parts are routinely cleaned in tanks containing solvents. These tanks should be located away from any drainage systems. Parts cleaned using solvents must be thoroughly dried using rags and the rags should be disposed of afterwards. When the cleaning solvents are routinely changed, they must be disposed of as hazardous waste. Pertaining to DEP regulations, the following BMPs must be adhered to when operating any parts cleaning tank:

1. Close the cover whenever parts are not being handled in the cold cleaning degreaser.
2. Drain the cleaned parts for at least fifteen seconds or until dripping ceases.
3. If used, supply a solvent spray that is a solid fluid stream (not a fine, atomized, or shower-type spray) at a pressure that does not exceed ten pounds per square inch gauge (psig).
4. Do not degrease porous or adsorbent materials, such as cloth, leather, wood, or rope.
5. Minimize drafts across the top of each cold cleaning degreaser, such that whenever the cover is open, the cold cleaning degreaser is not exposed to drafts greater than 131.2 feet

per minute (ft/min), as measured between 3.28 and 6.56 feet upwind and at an equal elevation of the tank lip.

6. Do not operate the cleaning tank if any of the components of the tank are leaking and have not been repaired.

**Painting Best Management Practices.** All painting will be performed indoors, in special designated areas. No painting will be allowed outdoors. Painting uses materials or creates wastes that are sometimes hazardous. If painting BMPs are not adhered to, stormwater runoff from areas where these activities occur can become polluted by solvents and dusts from sanding and grinding. These potentially harmful substances in stormwater can enter water bodies directly through storm drains.

**Spray Painting Enclosures and Required Equipment.** Spray painting is permitted, only inside a building to prevent over-spray from being released to the environment. Activities are encouraged to use low volatile organic compound (VOC) paint where feasible. If paint spray guns are used, they must be high-volume, low-pressure (HVLP) guns. Finally, when spraying paint, operators must be cognizant of the fact that an effort must be made to reduce overspray. This improves paint transfer efficiency.

- **Spray Painting.** In these instances, special precautions must be taken to ensure that emissions are limited or eliminated entirely. These spray-painting operations must be conducted within a closed building or temporary enclosure with adequate ventilation. Ground covering such as tarps, drip pans, or other spill collection devices must be in place to collect over-spray and excess paint if practical. After the paint operations are completed, all waste paint, solvent, or other liquid materials must be collected and segregated, properly packaged, and properly managed.
- **Painting by Physical Application.** Physical application is applying paint with brushes, rollers or other hand-held means. This is permitted both inside and outside. Nevertheless, the following precautions must be followed to minimize stormwater pollution:
  - Tarps or drop cloths must completely cover the surrounding area to prevent the release of contaminants by inadvertent splatter or spillage.
  - All excess paint, solvent, or other liquid materials must be collected and segregated, properly packaged and disposed of properly.

**Sanding and Sandblasting.** In most painting operations, preparation work requires that old paint and debris be removed by physical means.

**Sandblasting:** Sandblasting is permitted only inside a special sandblasting booth. Sandblasting area is fully enclosed and has provisions to capture all spent sandblast media and associated dust. In addition, the sandblasting enclosure has air filters installed to minimize escape of dust. The activity performing the sandblasting must use approved media. Spent sandblast media must be segregated and disposed of in accordance with its hazard class. If an alternative enclosure is to be used, the enclosure must be approved by MRRRA prior to being used.

**Sanding and Grinding:** This method of surface preparation is preferable, except when lead paint is being removed and if the surface can be adequately prepared. Sanding and grinding can be

completed outside an enclosure provided that areas outdoors where sanding is done are covered with either a tarp or drop cloth to collect paint debris that is generated. Abrasive sanding can be conducted indoors where the floor is impervious and there are no floor drains in the immediate area. The residue from abrasive sanding must be swept up or vacuumed immediately when sanding is finished.

General Practices in Maintenance Areas. Even with the proper management techniques, operational or small spills occasionally occur in maintenance activities. These small operational spills must be cleaned without using water. Rags, absorbent pads or speedy-dry are the only approved materials for removing spilled material in these circumstances. In maintaining a clean work environment, personnel should observe the following BMPs:

- Hosing down work areas is prohibited. If the indoor work area has to be hosed, the drain must exit to the municipal (sanitary) sewer system and have an oil/water separator in line. If questions about drains arise, contact MRRA before discharging. Hangar decks are cleaned with a scrubbing unit called a “Zamboni.” The units are built to wash the deck and collect the residual water. All water is then discharged through an oil/water separator into the sanitary sewer system.
- Drip pans must be used to collect leaking or dripping fluids during routine maintenance. Oil, fuel and waste antifreeze are recycled and should be kept separated when collected and stored. A drip pan must be put under equipment when unclipping hoses, unscrewing filters, or removing parts. In addition, a drip pan must be placed under any equipment that might leak while work is performed to keep splatters or drips off the floor.
- After removing fluids from a piece of equipment, promptly transfer used fluids to the proper recycling or disposal drums. Do not leave full drip pans or other containers unattended. Locate waste and recycling drums in controlled areas. Again, these areas must have secondary containment to collect any inadvertent spillage.

### Fueling Operations

General Fueling BMPs. In addition to the procedures developed in the SPCC Plan, several other BMPs will be adopted to further reduce the risk of stormwater pollution. These BMPs include:

- Insuring the installation and proper operation of overfill prevention equipment;
- Prohibiting the topping off of fuel storage tanks;
- Proper cleaning of fueling areas;
- Control of petroleum spills; and
- Developing employee awareness of stormwater pollution prevention in fueling operations.

Overfill Prevention. All fueling equipment used on Brunswick Executive Airport must have an overfill prevention device and must be maintained on a regular basis by the operators. Operators must be aware of the proper use of these devices. For example, all fueling pumps for refueling vehicles must have a back pressure shut-off to prevent overfilling. Systems for refueling stationary tanks must have equipment that restricts the flow of fuel before the tank is filled. Specific tanks may develop problems such that overfill prevention equipment will not work. When this happens, the operator must stop fueling and immediately contact Jim Nall General Manager, FlightLevel, to initiate repair.

Proper Cleaning of Refueling Areas. Refueling equipment will be cleaned using only physical removal methods (rags, cloths and towels). Flushing the fueling area with running water is prohibited.

### Shipping and Receiving

Materials spilled, leaked or lost during loading/unloading may collect in the soil on other surfaces and may be carried away by runoff or when the area is cleaned. Stormwater may wash off pollutants from machinery used to load or unload materials. The following BMPs are intended to reduce or eliminate the potential for stormwater contamination:

- Areas to load and unload vehicles must have designed vehicle access. In addition, loading and unloading areas must be located so that leaks can be contained in containment or flow diversion systems. These areas must have spill response equipment permanently on hand and the spill response telephone number prominently posted.
- Covered loading and unloading areas, such as building overhangs, reduce exposure of materials, vehicles and equipment to rain. Any loading areas that are uncovered should be used only when it is not raining if possible. If it is raining, special attention must be made not to spread any contamination to the stormwater system.

### Vehicle and Aircraft Washing (Corrosion Control)

Vehicle and aircraft washing is permitted inside hangars at Brunswick Executive Airport. Discharge from vehicle and aircraft washing inside the hangar are connected to an oil/water separator and go to the sanitary sewer.

Aircraft Washing. Aircraft washing has to be completed within a hangar. All effluent must stay within the hangar and be discharged into the floor drains. Aircraft washing is permitted in any hangar at Brunswick Executive Airport. Aircraft washing on taxiways, runways, or parking aprons is strictly prohibited. However, rinsing aircraft, with no detergent added, is permitted on the Taxiway "I" Washrack.

Vehicle and Heavy Equipment Washing. Vehicle washing inside the industrial area must be completed over an approved washrack. A washrack is an area that is graded to a central drain, which goes to an oil/water separator and discharges to a sanitary sewer. The following washracks are approved for washing of vehicles:

- Building 86, Ground Support Equipment
- All hangars.

All washracks are within enclosed (4-sided) structures. It is important to ensure that all residue and effluent stay within the washrack and be discharged down the drains, which are connected to an oil/water separator/sanitary sewer.

### Aircraft Maintenance

Aircraft Deicing. Deicing chemicals such as propylene glycol are necessary to maintain aircraft

safety and runoff of residuals from their use can adversely impact the environment. For this reason, minimization of deicing materials, while maintaining safe conditions, has become a major consideration for airfield operations. Prior to the deicing of an aircraft, excess snow is removed by mechanical methods. After mechanical methods are used to remove excess snow, the valve to the reclaim system is opened to collect any contaminants. Hot water is used to remove ice from the surfaces, and then a mixture of propylene glycol is used to deice aircraft before takeoff. After the aircraft has been deiced, the deicing pad is rinsed again to flush any contaminants into the reclaim system. The control valve is left open for a period of time to allow the contaminants to drain completely, then the reclaim control valve is closed. Deicing operations typically use on average, fifty-six (56) gallons of propylene glycol in various concentrations.

The Navy constructed an aircraft deicing pad. Aircraft is deiced on the pad, residual deicing fluid collected and stored in a 45,000 gallon tank, then disposed of off-site.

### Sediment and Erosion Control

Environmental Impacts of Erosion and Sedimentation. Eroded soil contains nitrogen, phosphorus and other nutrients. When carried into water bodies, these nutrients trigger algal blooms that reduce water clarity, deplete oxygen, lead to fish kills and create odors. Erosion of streambanks and adjacent areas destroys streamside vegetation that provides aquatic and wildlife habitats. Excessive deposition of sediments in streams blankets the bottom fauna, “paves” stream bottoms, and destroys fish spawning areas. Turbidity from sediment reduces in-stream photosynthesis, which leads to reduced food supply and habitat. Finally, suspended sediment abrades and coats aquatic organisms, weakening them. Erosion removes the smaller and less dense constituents of topsoil. These constituents, clay and fine silt particles and organic material, hold nutrients that plants require. The remaining subsoil is often hard, rocky, and infertile. Thus reestablishment of vegetation is difficult and the eroded soil produces less growth.

Erosion and Sediment Controls. Erosion and sediment controls will be incorporated into all projects. These measures are both temporary and permanent in nature. Temporary measures serve to meet short-term goals of minimizing erosion and restricting the transport of sediment within and from the limits of the site. Permanent measures serve to meet long-term goals of sustainable stabilization of the site with durable erosion control features to control sediment discharge from the site. Details and erosion control-specific notes will be provided in the construction drawings and specifications for all projects. For more information on erosion control, refer to the Maine Erosion and Sedimentation Control BMP manual, 2003 edition, provided by the Maine Department of Environmental Protection.

For major projects, general location and site plans will be provided in the construction drawings. The site plan drawings will show existing and proposed changes, areas of disturbance, and locations of major features. Also, a materials management plan has been developed for Brunswick Executive Airport that describes the procedures required for the management of contaminated soil and equipment encountered during development activities.

Stockpiles. All stockpile sites will be approved by the MRRRA POC. Any stockpile site that temporarily ceases use for over 21 days will be stabilized with temporary seed and mulch within

14 days of the last construction activity.

Waste Materials. Projects requiring a Stormwater Permit will require a Construction Waste Management Plan. The Plan shall address both hazardous and non-hazardous wastes. Any use of hazardous materials will be approved by MRRA.

### Spill Prevention and Response

FlightLevel Aviation has a Spill Prevention Control and Countermeasure Plan for Brunswick Executive Airport. This Plan was prepared in accordance with the United States Environmental Protection Agency (EPA), Code of Federal Regulations, 40 CFR Part 112 – Oil Pollution Prevention (40 CFR 112). This Plan was developed to prevent the discharge of oil and oil products and established procedures for a coordinated response to oil discharges. Copies of this Plan are kept at both the FlightLevel Aviation office in Building 200 and the MRRA office in Building 200.

## **5.2 Structural BMPs**

Detention Ponds. There are four drainage systems on the property that have been significantly modified in the past to clean and treat stormwater before it is discharged. These drainage systems are listed and described below.

1. Picnic Pond System. The Picnic Pond system is made up of three ponds and is the repository for the stormwater that drains from over eighty (80) percent of the Brunswick Landing industrial area. Starting at Outfall 2, located behind Building 201 (formerly “the Galley”), this system stretches from there to the Picnic Pond Dam.
  - a. Dike “A.” The first BMP is located directly behind the former Navy Relief/Sea Cadet center. This dike is designed to slow the effluent originating at Outfall 2. Because of the airfield operations, historically much of the pollution is polycyclic aromatic hydrocarbons (PAHs), which are the products of incomplete combustion of jet fuel. Fortunately, these products are heavier than water and rapidly settle out. This structure will continue to be used to collect and concentrate these products and will also serve as a sedimentation pond to pick up road sand.
  - b. Dike “B.” Dike B is located approximately 200 yards downstream of Dike A, behind Building 516 (formerly “Niteflite”). Like Dike A, this structure has a dual purpose of being a line of defense for spill control; however, it is also valuable for “wet treatment.” Contaminants will be retained behind this structure and will be broken down to low levels before discharging to Picnic Pond.
  - c. Picnic Pond. Picnic Pond serves as the last line of defense for spill control originating from the industrial area. In addition, the pond further increases the detention time for stormwater.
2. Mere Brook Spill Control Dam. This structure is located at the outfall of the south ramp, within the Weapons Compound. First and foremost, this structure serves as a water treatment device. It also provides significant protection to Mere Brook in the event of a large spill on the south ramp. Finally, this structure allows some wet treatment of stormwater as well as a settling pond for PAHs.

Disposal to Sanitary Sewer. At present there are no known stormwater/sanitary sewer cross-connections. In 1997, the Navy performed a thorough study, which included visual, smoke and dye-testing.

### **5.3 PFAS Management**

Under the United States federal Superfund law, officially known as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), the US Navy is legally responsible for the remediation of any designated contaminants. In addition, under CERCLA, the Navy is responsible for the investigation and remediation of any contamination resulting from its presence in perpetuity, as well as long-term monitoring of the remediated sites and base property.

The emerging contaminants associated with Per- and Polyfluoroalkyl Substances (PFAS) including PFOS & PFOA, are not currently defined as hazardous substances under CERCLA, but are considered to be pollutants or contaminants under the law. The NAS Brunswick CERCLA Federal Facility Agreement between the Navy, EPA & MEDEP covers releases of CERCLA hazardous substances, pollutants, & contaminants at the former base.

Beginning in 2010, the Navy has been conducting PFAS investigations on and around the former base properties due to emerging concerns of PFAS-containing aqueous film-forming foam (AFFF). In 2019, the Navy completed a comprehensive evaluation of PFAS on the former Navy base to better understand the extent of the related issues. These studies have shown that PFAS is generally found in areas of historical industrial uses, such as the airport and areas where AFFF was stored or used for training purposes.

Based upon the comprehensive evaluation above, the Navy has initiated a Remedial Investigation/Feasibility Study (RI/FS) of the property, as well as a comprehensive assessment of the stormwater system to determine if the system is providing a pathway of contaminated groundwater to the drainage systems. If any pathways are discovered during this assessment, the Navy will be expected to mitigate appropriately.

Since its inception, MRRA has worked closely with the Navy, US EPA and the Maine DEP to help facilitate appropriate environmental remediation of contaminated sites and ensure the safe transfer of properties for redevelopment or conservation purposes in accordance with the Reuse Master Plan and meeting its legislative mandate.

As a recent example, MRRA has worked with these entities to establish a model protocol for the management and treatment of PFAS contaminants, should they be encountered during construction related activities. The Navy required, as part of all completed NAS Brunswick real property conveyances, that "...no access to groundwater for dewatering or other purposes be permitted without the prior written approval of the Navy and the applicable federal and state regulatory agencies".

Where construction activities are proposed on former NAS Brunswick property that is or has a potential to be contaminated above EPA's Lifetime Health Advisories for PFOS and PFOA, any ground water generated as part of the proposed construction activities will need to be properly managed and treated. The management and treatment of construction-generated ground water will be approved and coordinated by the Navy, in consultation with MEDEP and EPA.

As part of this process, the Navy has installed best available control technologies (Granulated Activated Carbon filter systems) for the treatment of PFAS substances in their water treatment facility. Should any PFAS contaminated groundwater be discovered during construction activities, the Navy will treat same in the facility.

MARRA will work with the Navy, MEDEP and USEPA on the development of a PFAS Management Plan reflective of the requirements and practices outlined above.

#### **5.4 Summary of Sampling Data**

Sampling data was not collected in the past but will be collected from Q3 2021 going forward.

#### **5.5 Non-stormwater Discharge Evaluation**

The only non-stormwater discharges found during site inspection evaluations on 9/17/2021 were uncontaminated condensate drainage from heat pumps, and those discharges are allowed under Special Condition C.2.d of the MSGP.

### **6.0 INSPECTION, MONITORING & TRAINING ACTIVITIES**

#### **6.1 Personnel Training**

MARRA will conduct an annual training to relevant MARRA and tenant personnel on responsibilities to comply with this Plan. MARRA staff and the tenant POCs and personnel who are involved with the use, storage, or transfer of materials outside of or within the loading/unloading areas at the facility shall be familiar with the contents of their site-specific plan as well as this Plan. Tenant POCs will be trained by MARRA staff annually, and the tenant POCs will in turn train their personnel. MARRA Personnel shall be trained at the time of hire.

Records from the training sessions will be retained by MARRA and will include the date of the training session, leader of the training session, attendees' names, and a brief discussion of the topics covered. As situations change and the plan is updated, personnel shall be informed of plan modifications in training sessions. The training sessions shall at a minimum cover the following topics:

1. Spill Prevention and Response
  - a. Identifying potential spill areas and drainage routes at the respective facility, including information on past spills and causes.
  - b. Reporting spills in accordance with the SPCC.
  - c. Specifying material handling procedures and storage requirements.
  - d. Implementing spill response procedures.

2. Good Housekeeping
  - a. Require regular vacuuming and/or sweeping of workspaces.
  - b. Promptly clean up spilled materials to prevent polluted runoff.
  - c. Identify places where brooms, vacuums, sorbents, foams, neutralizing agents, and other good housekeeping and spill response equipment is located.
  - d. Display signs reminding personnel of the importance of good housekeeping.
  - e. Discuss updated procedures and report on the progress of practicing good housekeeping.
  - f. Provide instructions on securing drums and containers and frequently checking for leaks and spills.
  - g. Outline a regular schedule for housekeeping activities.
  - h. Provide instructions on conducting periodic inspections.
  - i. Annual inspection/cleaning of deicing diversion CB before start of season.
3. Materials Management Practices
  - a. Neatly organize materials for storage.
  - b. Identify toxic and hazardous substances stored and handled on site.
  - c. Discuss handling procedures for these materials.
  - d. Discuss and provide instruction on implementing required BMPs.

The above-identified training session will be incorporated into existing environmental training programs wherever possible. Training must be completed prior to the implementation of BMPs at each site.

## 6.2 Monitoring

### Visual Monitoring

Once every quarter, MRRA and/or its contractors will visually inspect the stormwater outfalls at the sites listed in Table 6.1 and denoted in Appendix A. The visual examination will be done during daylight hours. As defined in Special Condition K.1.b and K.3.a-d which require Visual Monitoring of the stormwater discharge to be collected within the first 60 minutes of the beginning of the discharge. If not collected within the first 60 minutes an explanation as to the reason why must be documented. Samples collected more than 2.25 hours after the beginning of the discharge during a qualifying storm event are not acceptable and will be rejected by the Department. If there has not been a qualifying storm event during the calendar quarter, a document must be added to the SWPPP to document the reason. (Snow cover, frozen, not operating, dangerous condition, etc.)

### Analytical Monitoring

- **Benchmark:** There is no benchmark monitoring required at this time at Brunswick Landing (per DEP).
- **Numeric:** There is no numeric monitoring required at this time at Brunswick Landing (per DEP)
- **Impaired Waters.** Mere Brook is currently on Maine's list of Urban Impaired Streams (UIS) and is a Class B waterbody, which means it has been assessed by DEP as not

meeting water quality standards for aquatic life use. Currently, it is at 24 percent impervious cover and the Total Maximum Daily Load (TMDL) target is 10 percent (See Appendix F: TMDL Summary for Mere Brook). The DEP will notify MRRA if impaired waters monitoring is required. The notice will include the DEP’s decision as well as the reason for additional monitoring (MSGP, 4/26/11, Section E, Page 25). At that time, monitoring must be conducted quarterly at each outfall which discharges to the impaired waterbody (Mere Brook) for that parameter the waterbody is impaired for.

*Table 6.1: Visual Monitoring Schedule for Brunswick Landing*

<b>Outfall #</b>	<b>Visual Monitoring</b>	<b>Benchmark Monitoring</b>	<b>Numeric Monitoring</b>	<b>Impaired Waters Monitoring</b>	<b>Monitoring Dates<sup>1</sup></b>
#1 Allagash	✓	N/A	N/A	N/A	-1 <sup>st</sup> Quarter (Jan 1 – March 31) -2 <sup>nd</sup> Quarter (April 1 – June 30) -3 <sup>rd</sup> Quarter (Jul 1 – Sep 30) -4 <sup>th</sup> Quarter (Oct 1 – Dec 31)
#2 Galley	✓	N/A	N/A	N/A	-1 <sup>st</sup> Quarter (Jan 1 – March 31) -2 <sup>nd</sup> Quarter (April 1 – June 30) -3 <sup>rd</sup> Quarter (Jul 1 – Sep 30) -4 <sup>th</sup> Quarter (Oct 1 – Dec 31)
#3 South Ramp Monitoring Location	✓	N/A	N/A	N/A	-1 <sup>st</sup> Quarter (Jan 1 – March 31) -2 <sup>nd</sup> Quarter (April 1 – June 30) -3 <sup>rd</sup> Quarter (Jul 1 – Sep 30) -4 <sup>th</sup> Quarter (Oct 1 – Dec 31)
#4 Runway Drainage	✓	N/A	N/A	N/A	-1 <sup>st</sup> Quarter (Jan 1 – March 31) -2 <sup>nd</sup> Quarter (April 1 – June 30) -3 <sup>rd</sup> Quarter (Jul 1 – Sep 30) -4 <sup>th</sup> Quarter (Oct 1 – Dec 31)

1. Visual examinations of industrial stormwater discharges must be performed once per monitoring quarter. If no qualifying storm event resulted in discharge from the facility during a monitoring quarter, the permittee is excused from visual monitoring from that quarter provided the permittee documents in the monitoring records that no runoff occurred.

### **6.3 Quarterly Site Compliance Inspections**

Quarterly site compliance inspections will be conducted by MRRA and/or its contractors. The inspections will be evenly spaced with a minimum of sixty (60) days between inspections. The Quarterly Site Compliance Evaluation/Inspection checklist will be adapted and used for reporting, and if needed, a Corrective Action Report (CAR) will be generated. During the deicing season (per MSGP Appendix S) MRRA will conduct monthly inspections for all areas and equipment used in the deicing operations; this includes all the months for which deicing chemicals are used. MRRA shall also conduct one of the quarterly Site Compliance Inspections during a qualifying rain event during the deicing season or within thirty (30) days after deicing operations have ceased.

*Table 6.2: Quarterly Site Compliance Inspection Schedule for Brunswick Landing*

<b>Site</b>	<b>Entity Doing Inspection</b>	<b>Inspection Dates<sup>2</sup></b>
Brunswick Executive Airport	MRRA, with DEP	-1 <sup>st</sup> Quarter (Jan 1 – March 31) -2 <sup>nd</sup> Quarter (April 1 – June 30) -3 <sup>rd</sup> Quarter (Jul 1 – Sep 30) -4 <sup>th</sup> Quarter (Oct 1 – Dec 31)

### **6.4 Recordkeeping and Reporting**

Annual reporting is not required unless the Department’s Industrial Stormwater Inspectors find deficiencies in the development or implementation of any portion of the SWPPP. If deficiencies are found, reports will be required for the next three consecutive permit years.

During the deicing season, monthly inspections must be conducted for all areas and equipment used in the deicing operations. At least one quarterly site inspection must be conducted during one qualifying rain event during the deicing season or within 30 days after deicing operations stop.

The SWPPP will be amended as follows, per MSGP (4/26/11):

1. A change in design, construction, operation, or maintenance at the facility that has a significant effect on the discharge or potential for discharge of pollutants from the facility, including the addition or reduction of industrial activity.
2. Monitoring, inspections or investigations by the permittee or by local, state or federal officials that determine the SWPPP is ineffective in eliminating or significantly minimizing pollutants from sources identified under PartV9D)(4), or is otherwise not achieving the general objectives of controlling pollutants in discharge from the facility.
3. A release of hazardous substances and oil (see 38 M.R.S.A. § 543, 550 and 1318-B).
4. A discharge authorized under this General Permit that is determined by Department notification to cause or have the reasonable potential to cause or contribute to, the violation of an applicable water quality standard. The SWPPP must document actions necessary to ensure future discharge(s) do not cause or contribute to the violation of a water quality standard.
5. A change in policies and procedures of MRRA and its tenants that enhance pollution prevention, or the development of new best management practices and that minimize the stormwater impact on the environment.

Any incidents of noncompliance and steps taken to prevent recurring incidents of noncompliance will be annotated. The results of the audit will remain on file at the MRRA office and be open to inspection by EPA and MEDEP personnel during normal working hours.

## 7.0 CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

---

Steven H. Levesque

---

Name

Executive Director

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Title

12/16/2021

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Date

## APPENDIX A

### Stormwater Pollution Prevention Plan Drainage Map

## APPENDIX B

Notice of Intent  
MRRA



## NOTICE OF INTENT TO COMPLY WITH THE MAINE MULTI-SECTOR GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY

Notice of Intent (NOI) submission constitutes the expressed intent of the entity in Section A (of this form) and authorizes the discharge of stormwater associated with industrial activity to waters of the State (excluding groundwater), from the facility/site identified in Section B (of this form), under Maine's Multi-sector General Permit (MSGP). This also certifies that the responsible official understands and meets the eligibility conditions of Part I of the MSGP, agrees to comply with all applicable terms and conditions of the MSGP, and understands that continued authorization under the MSGP is contingent on maintaining eligibility for coverage. **In order to be granted coverage the information on this form must be correct and up-to-date. Please send the completed form with any corrections or updates to the Maine Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. If you have not paid your Fall 2010 invoice be sure to include a check for \$300 made payable to: Treasurer, State of Maine. Please read the instructions on the back prior to completing the NOI form.**

### A. Company Information – Legal Name & Billing Address

Permit Owner Legal Name	Midcoast Regional Redevelopment Association	ME State Charter Number (if business):
Billing Address	2 Pegasus Street, Suite 1, Unit 2	
City/Town	Brunswick	04011
Daytime Phone: (with area code)	(207) 798-6512	
E-mail:	stevel@mrra.us	

The 4-digit Standard Industrial Classification (SIC) Code(s) or the 2-letter Activity Code(s) that best represent the industrial activity at the facility or any multiple sector-specific industrial activities.	SIC# or Activity Code	4512-4581
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------	-----------

### B. Facility/Site Physical Location

Facility/Site Name	Brunswick Executive Airport
Physical Address	2 Pegasus Street, Suite 1, Unit 2
City/Town	Brunswick
Daytime Phone:	(207) 798-6512
Title, Right, or Interest (to this site location):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Email:	martym@mrra.us

### C. Contact Person Information for this NOI

Permit Contact Person	Tom Brubaker
Title	Public Works and Utilities Manager
Address	2 Pegasus Street, Suite 1, Unit 2
City/Town	Brunswick
Daytime Phone:	(207) 798-6512
Email:	tomb@mrra.us



**NOTICE OF INTENT TO COMPLY WITH THE MAINE MULTI-SECTOR GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY**

Facility Latitude: (if known)	43° 53' 32.5" N	Facility Longitude: (if known)	069° 56' 19.8" W
Name(s) of the receiving waters: Mere Brook (aka Mare) and Androscoggin River	The facility discharges stormwater to a municipal separate stormwater sewer system (MS4).		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the water considered impaired? If yes, list category: Urban Impaired Stream	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, name(s) of MS4 operator: Town of Brunswick	

**D. Permit Information**

Applicable Sector(s) of industrial activity, as designated in Part I(B)(1) and Part I(B)(2) of the MSGP, that include associated discharges that you seek to have covered under this permit (check all that apply):

- |                                   |                                   |                                              |                                    |                                    |                                    |                                   |                                   |
|-----------------------------------|-----------------------------------|----------------------------------------------|------------------------------------|------------------------------------|------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Sector A | <input type="checkbox"/> Sector B | <input type="checkbox"/> Sector C            | <input type="checkbox"/> Sector D  | <input type="checkbox"/> Sector E  | <input type="checkbox"/> Sector F  | <input type="checkbox"/> Sector G | <input type="checkbox"/> Sector H |
| <input type="checkbox"/> Sector I | <input type="checkbox"/> Sector J | <input type="checkbox"/> Sector K            | <input type="checkbox"/> Sector L  | <input type="checkbox"/> Sector M  | <input type="checkbox"/> Sector N  | <input type="checkbox"/> Sector O | <input type="checkbox"/> Sector P |
| <input type="checkbox"/> Sector Q | <input type="checkbox"/> Sector R | <input checked="" type="checkbox"/> Sector S | <input type="checkbox"/> Sector T  | <input type="checkbox"/> Sector U  | <input type="checkbox"/> Sector V  | <input type="checkbox"/> Sector W | <input type="checkbox"/> Sector X |
| <input type="checkbox"/> Sector Y | <input type="checkbox"/> Sector Z | <input type="checkbox"/> Sector AA           | <input type="checkbox"/> Sector AB | <input type="checkbox"/> Sector AC | <input type="checkbox"/> Sector AD |                                   |                                   |

**E. Certification of Responsible Official**

I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. By my signature as a responsible official for the entity or individual identified in Section A of this NOI, I certify under penalty of law that that I am the operator of the facility, and have Title, Right or Interest, as indicated in Section B.

Printed Name:	Steve Levesque
Title:	Executive Director
Signature:	

**OFFICE USE ONLY**

In Good Standing <input type="checkbox"/> Yes <input type="checkbox"/> No	Permit ID	Acct. # 014-06A-1751-142
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## APPENDIX C

### DEP Multisector General Permit

**STATE OF MAINE**

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Maine Pollutant Discharge Elimination System  
Multi-Sector General Permit  
Stormwater Discharge Associated  
With Industrial Activity**



Bureau of Land and Water Quality  
Waste Discharge License # W-008227-5Y-B-R

April 26, 2011



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**Part I. GENERAL COVERAGE UNDER THIS PERMIT**

- A. Permit Coverage. This Multi-Sector General Permit (MSGP), hereinafter described as the General Permit, authorizes the direct discharge or point source discharge of stormwater associated with industrial activity to waters of the State other than groundwater or to a MS4 that discharges to waters of the State, provided that the discharge meets the requirements of this General Permit and applicable provisions of Maine’s waste discharge and water classification statutes and rules.

This General Permit is effective April 26, 2011, and authorization to discharge under this General Permit expires April 25, 2016. The Department intends subsequent re-issuance of this Multi-Sector General Permit. This General Permit applies State-wide. This General Permit replaces Maine’s MSGP for Industrial Activity issued October 11, 2005.

- B. Eligibility. Except for stormwater discharges identified under Part (I)(E) Limitations on Coverage, this permit may cover the following new and existing discharges composed entirely of stormwater.
1. Stormwater discharges associated with industrial activity, as defined in this General Permit, from the “Sectors” of industry activity based on Standard Industrial Classification (SIC) codes or Industrial Activity Codes as described in Table 2, and that are specifically identified by outfall or discharge location in the Stormwater Pollution Prevention Plan (SWPPP). References to “Sectors” in this General Permit (e.g., Sector-specific monitoring requirements,) refer to Sectors of industrial activity listed in Table 2 and Appendices A-AD.
  2. Discharges designated by the Department as requiring permit coverage pursuant to 40 CFR 122.26 (a)(1)(v). These discharges are described in Appendix AD of this General Permit.
  3. Stormwater discharges associated with industrial activity from facilities with existing effluent guideline limitations for stormwater under 40 CFR Subchapter N. The following activities are eligible for coverage under this General Permit:
    - a. Runoff from material storage piles at cement manufacturing facilities [40 CFR Part 411 Subpart C (established February 23, 1977)];
    - b. Contaminated runoff from phosphate fertilizer manufacturing facilities [40 CFR Part 418 Subpart A (established April 8, 1974)];
    - c. Coal pile runoff at steam electric generating facilities [40 CFR Part 423 (established November 19, 1982)];
    - d. Discharges from spray down or intentional wetting of logs at wet deck areas [40 CFR Part 429 Subpart I (established January 26, 1981)]; provided additional BMPs, such as a water use

management plan approved by the Department, is implemented for those facilities discharging to Class AA, A, GPA and to waters having a drainage area of less than 10 square miles as defined by Maine's Water Classification Program, 38 M.R.S.A. §§ 464(4), 465, and 465-A;

- e. Mine dewatering discharges at crushed stone mines [40 CFR Part 436, Subpart B];
- f. Mine dewatering discharges at construction sand and gravel mines [40 CFR Part 436, Subpart C];
- g. Mine dewatering discharges at industrial sand mines [40 CFR Part 436, Subpart D];
- h. Runoff from asphalt emulsion facilities [40 CFR Part 443, Subpart A (established July 24, 1975)]; and
- i. Runoff from landfills [40 CFR Part 445, Subpart A and B (established February 2, 2000)].

- C. Multiple Sector-Specific Industrial Activities. If a facility is engaged in more than one Sector-specific industrial activity as described in Table 2 and Appendices A-AD, the facility's owner or operator shall comply with the Sector-specific requirements and conditions applicable to each industrial activity. Sector-specific requirements are applied only to those areas of the facility where each industrial activity occurs. Sector-specific monitoring requirements and effluent limitations are applied outfall by outfall.

Where stormwater from multiple industrial activities mixes and is discharged in a single outfall, the monitoring requirements and effluent limitations are additional. The facility's owner or operator is required to monitor the discharge for all requirements of all applicable Sectors of industrial activity which occur in the outfall's drainage area. Where more than one effluent limitation for a specific parameter applies to a discharge, compliance with the more restrictive limitation is required

If the facility's owner or operator complies with all requirements applicable to each Sector-specific industrial activity, the discharges from these multiple Sector-specific activities are authorized under this General Permit.

- D. Allowable Non-Stormwater Discharges. This permit authorizes the following non-stormwater discharges provided that they do not cause or contribute to a violation of water quality standards as determined by the Department. Appropriate BMPs for these discharges must be addressed in the SWPPP to ensure limited impact on receiving waterbodies.

- 1. Discharges from fire fighting activities;
- 2. External building wash-down that does not use detergents;
- 3. Lawn watering;
- 4. Uncontaminated groundwater;
- 5. Uncontaminated springs;
- 6. Air conditioning condensate;

7. Irrigation drainage;
8. Uncontaminated foundation or footing drains where flows are not contaminated with process materials such as solvents, or in contact with soils where spills or leaks of toxic or hazardous materials have occurred;
9. Incidental windblown mist from cooling towers that collects on rooftops or adjacent portions of a facility, but not intentional discharges from a cooling tower (e.g., “piped” cooling tower blow-down or drains);
10. Uncontaminated utility vault dewatering; and
11. Hydrostatic test water that does not contain any treatment chemicals and is not contaminated with process chemicals.

If any of the above non-stormwater discharges are present and may reasonably be expected to mix with stormwater discharges from an industrial activity, these conditions must be specifically identified and addressed in the facility's SWPPP.

E. Limitations on Coverage: The following stormwater discharges are not authorized by this permit. If any of the following discharges or types of discharges mixes with an authorized stormwater discharge associated with industrial activity, the entire discharge is not eligible for coverage under this General Permit and not authorized by this General Permit.

1. Stormwater discharges associated with industrial activity that is mixed with other discharges, unless the other discharge is authorized by a different Maine Pollutant Discharge Elimination System (MEPDES) permit; or the other discharge is identified in Part I(B)(3) of this permit;
2. Stormwater discharges associated with industrial activity which require an individual waste discharge permit or require coverage under an alternative general permit. The Department may require any person with a discharge authorized by this General Permit to apply for and obtain an individual permit. Any interested person may petition the Department to take action under this paragraph. Examples of when an individual waste discharge permit may be required are specified in rule;
3. A waste discharge permit may be required for activities such as combined sewer overflows (CSO(s)), spray irrigation, process water treatment systems, metallic mine drainage, and other discharges not covered by this General Permit;
4. Stormwater discharges which the Department has found to be, or may reasonably be expected to be, contributing to a violation of a water quality standard or is a significant contributor of pollutants. This limitation on coverage does not apply if the permittee demonstrates participation and compliance with the implementation of a Department Approved Watershed Management Plan to restore water quality to the impaired waterbody. Proof of participation in the implementation of a Watershed Management Plan is required with the Notice of Intent (NOI) submittal.

NOTE: Part IX(H) of this General Permit, defines a Department Approved Watershed Management Plan as it pertains to the requirements of this General Permit.

5. Stormwater discharges associated with industrial activity from facilities where any MEPDES permit has been denied or is in the process of being denied, terminated, or revoked by the Department (other than in a replacement permit issuance process), except that the Department may allow coverage under this General Permit if ownership or operation of the facility has changed to a different owner or operator and new circumstances at the facility justify allowing coverage;
  6. Stormwater discharges associated with construction activity disturbing one (1) acre or more, and where stormwater runoff discharges to the waters of the State, unless in conjunction with mining activities;
  7. New stormwater discharges that do not meet the applicable stormwater standards for stormwater quality as set forth in 06-096 CMR 500 Stormwater Management. Changes in or expansion of a facility covered by this General Permit which result in one (1) acre or more of disturbed area or five (5) acres or more of developed area will require that the facility meet the applicable stormwater standards of 06-096 CMR 500;
  8. Stormwater discharges associated with industrial activity that may adversely affect a listed or a proposed to be listed, endangered or threatened species or its critical habitat; and
- F. Authorization. Coverage under this General Permit, or an individual waste discharge permit or alternative general permit, is required if a facility has a stormwater discharge associated with an industrial activity. An owner or operator of a stormwater discharge associated with industrial activity seeking coverage under this General Permit shall submit a NOI form to the Department by one of the following accepted methods: e-mail, US Postal Service (USPS), or by hand delivery, in accordance with the requirements of Part IV of this General Permit. Upon review of the NOI, the Department may accept or reject the authorization to discharge pursuant to the terms and conditions of this General Permit. If the NOI is denied, the owner or operator shall resubmit any Department-requested information or submit an application for an individual or an alternative general permit. The Department may deny coverage under this permit at any time and require submittal of an application for an individual or an alternative general permit.
1. Granting Authorization to Existing Facilities. A permittee discharging stormwater associated with industrial activity authorized under Maine's October 11, 2005, MSGP shall submit a completed NOI by no later than May 25, 2011. Unless notified by the Department to the contrary, a person who submits a NOI is authorized to discharge under the terms and conditions of this General Permit. A permittee shall modify the facility's SWPPP to comply with the terms and conditions of this General Permit.

2. Granting Authorization to New Facilities. A stormwater discharge associated with industrial activity not authorized under Maine's October 11, 2005, MSGP shall submit a completed NOI no later than thirty (30) days after written notification by the Department. Unless notified by the Department to the contrary, a person who submits a NOI is authorized to discharge under the terms and conditions of this General Permit.
- G. Public Posting of NOIs. The Department shall post a list of all NOIs at: <http://www.maine.gov/dep/blwq/docstand/stormwater/multisector/lists.htm>.
- H. No Exposure Certification. Existing facilities that certified "no exposure" under Maine's October 11, 2005, MSGP shall submit a new Maine Multi- Sector No Exposure Certification if still applicable on Department form DEPLW0968 for the Department's review and approval by no later than May 17, 2011. A facility qualifies for "no exposure" when all industrial activities and materials are protected by a storm resistant shelter designed to prevent exposure to stormwater, and the discharge satisfies the conditions at 40 CFR §122.26(g) and Appendix AE of this General Permit. Terminating a No Exposure Certification is addressed in Appendix AE.
- I. New Ownership of a Permitted Facility. If ownership of facility authorized under this General Permit changes, the new owner or operator shall submit a new NOI to gain authorization to discharge under this General Permit.
- J. Termination of Coverage. An owner or operator of a facility shall notify the Department, on Department form DEPLW0967, when the discharge(s) of stormwater associated with industrial activity no longer occurs at the facility, or if ownership of the facility or industrial activity changes. Upon verification of the status of the facility by the Department, coverage under this General Permit is then terminated. If a facility has a corporate name change but no change in owner, operator or activity, the facility must notify the Department of the name change but is not required to file a notice of termination (NOT).
- K. Authority for General Permit. A permit is required for the direct or indirect discharge of pollutants to the waters of the State. A general permit may be issued for point source stormwater discharges. A discharger of stormwater associated with industrial activity who fails to obtain coverage under this General Permit, an individual MEPDES permit or an alternative general permit and discharges stormwater to waters of the State or to a Municipal Separate Storm Sewer System (MS4) is in violation of Maine's waste discharge and water quality laws and the Clean Water Act, and is subject to penalties under 38 M.R.S.A. § 349 and Section 309 of the Clean Water Act. A permittee under this General Permit who violates the terms and conditions of this General Permit is subject to enforcement by the Department for violation of this General Permit. Nothing in this General Permit is intended to limit the Department's authority under the waste discharge and water classification statutes or rules.

## Part II. LIMITATIONS ON DISCHARGES TO IMPAIRED WATERS

- A. New Discharges to Impaired Waters. A *new* discharge or discharger is not eligible for coverage under this General Permit to discharge to an “impaired water” as defined in Part IX(M) unless:
1. All exposure of the pollutant(s) for which the waterbody is impaired is prevented, and procedures to prevent exposure are documented and retained on site with the SWPPP; or
  2. Documentation proving that the pollutant(s) for which the waterbody is impaired is not present in the facility’s discharge(s), or treatment of the pollutant is provided for in compliance with 06-096 CMR 500, and these findings are retained in the facility’s SWPPP.
- B. Existing Discharges to Impaired Waters. Discharges to impaired waters authorized under the 2005 MSGP must file a NOI under this General Permit and comply with Part VI(D) and (E) for monitoring and corrective actions. If a TMDL or the 303d list is modified after the effective date of this General Permit, the Department will notify the permittee of the change(s) and any additional monitoring requirements. The 303d and TMDL lists are available at: <http://www.maine.gov/dep/blwq/docmonitoring/305b/index.htm>
- C. Watershed Management Plan Compliance. Participation in and compliance with the implementation of a Department Approved Watershed Management Plan as defined for this General Permit, that has a means of funding that is in effect meets the requirements of Part II of this General Permit. A copy of the agreement stating participation of the permittee in the Watershed Management Plan is required upon submittal of the NOI or upon the Department’s approval of the Watershed Management Plan. If a Watershed Management Plan is approved after a NOI is filed with the Department, a permittee must submit to the Department a copy of the agreement documenting participation in the implementation of the Watershed Management Plan to meet the impaired waters monitoring requirements under this General Permit.

## Part III. PERMIT CONDITIONS

- A. Stormwater Pollution Prevention Plan (SWPPP). Development of a SWPPP, as described in Part V of this General Permit, is required before submitting a NOI for authorization to discharge stormwater associated with industrial activity under this General Permit. If a facility has been implementing a SWPPP under Maine’s 2005 MSGP, the owner or operator shall review and update the SWPPP to implement all provisions of this General Permit prior to submitting a NOI. A copy of the SWPPP must be kept on site at all times to maintain permit coverage and to remain compliant with the MSGP.
- B. Monitoring Requirements. The owner or operator of the stormwater discharge associated with industrial activity shall comply with the monitoring

requirements and Sector-specific numeric limitations of Parts VI and VII of this General Permit.

- C. Numeric Effluent Limitations Based on Effluent Guidelines. Discharges from regulated activities subject to the effluent guidelines listed in Table 1 below are eligible for coverage under this General Permit provided the facility's activity(ies) match the listed activity or SIC code(s) and meet effluent limitation guidelines established in federal regulations and Part VII of this General Permit. A regulated activity must meet the effluent limits and comply with the Sector requirements as noted in their corresponding Sector-specific Appendix.

Table 1: Effluent Guidelines Applicable To Eligible Discharges For General Permit Coverage

Regulated Activity	New Source performance standards included in effluent guidelines	Sectors affected	SIC or Activity Codes
Runoff from material storage piles at cement manufacturing facilities (40 CFR Part 411 Subpart C [established February 23, 1977])	Yes	E	3241
Contaminated runoff from phosphate fertilizer manufacturing facilities (40 CFR Part 418 Subpart A [established April 8, 1974])	Yes	C	2874
Coal pile runoff at steam electric generating facilities (40 CFR Part 423 [established November 19, 1982])	Yes	O	SE
Discharges resulting from spray down or intentional wetting of logs at wet deck storage areas (40 CFR Part 429, Subpart 1 [established January 26, 1981])	Yes	A	2411
Mine dewatering discharges at crushed stone mines (40 CFR part 436, Subpart B)	No	J	1422-1429
Mine dewatering discharges at construction sand and gravel mines (40 CFR part 436, Subpart C)	No	J	1442
Mine dewatering discharges at industrial sand mines (40 CFR part 436, Subpart D)	No	J	1446
Runoff from asphalt emulsion facilities (40 CFR part 443, Subpart A [established July 24, 1975])	Yes	D	2951, 2952
Runoff from landfills (40 CFR Part 445, Subpart A and B [established February 2, 2000])	Yes	K & L	HZ, LF

- D. Reporting. The minimum reporting requirements and deadlines for this General Permit are listed in this section.
1. Annual Report. If the Department's Industrial Stormwater inspector finds deficiencies in the development or implementation of any portion of the SWPPP, (including but not limited to a SWPPP that fails to identify an industrial activity, a discharge, or the permittee fails to conduct required

monitoring or implement a BMP set forth in the SWPPP) the permittee shall submit an updated SWPPP within thirty (30) days of written notice, and submit annual reports for the next three consecutive permit years, including subsequent permit reissuance. Annual reports must be submitted on Department form DEPLW1201 for the Department's review and approval. This annual report must summarize the function of all BMPs, results of visual, benchmark, numeric and impaired waters monitoring, location of significant spills, quarterly site inspections, annual non-stormwater discharge certification results, and all implemented or planned corrective actions. The annual report must be submitted to the Department by May 9th of each permit year. An electronic version of this form is available at:

<http://www.maine.gov/dep/blwq/docstand/stormwater/multisector.htm#form>

2. **Numeric Effluent Limitation Monitoring.** Sectors C, D, E, K, L & O are subject to quarterly monitoring requirements. Numeric Monitoring schedules for Sectors A, B, & J are activity dependent and are outlined in each Sector. All monitoring results must be recorded in the SWPPP. If the average of the two quarterly monitoring samples exceeds the numeric limit for any parameter, the permittee shall submit the results to the Department within 14 days of receiving the results. Additional numeric monitoring and reporting requirements are outlined in Part VI(F).
  3. **Impaired Waters and Benchmark Monitoring.** Impaired Waters and Benchmark Monitoring requirements are outlined in Part VI(D), (E) and (G) respectively. A summary of these results must be maintained in the SWPPP. Benchmark Monitoring is required for Sectors A, B & N. Each Sector may be subject to separate or additional monitoring requirements.
  4. **Visual Monitoring of Stormwater Discharges.** All facilities must perform visual monitoring of stormwater discharges in accordance with Part VI of this General Permit, and maintain visual monitoring data in the SWPPP.
- E. **Retention of Records.** In addition to the requirements of Part VIII(L)(2) of this General Permit, the permittee shall retain copies of the SWPPP, all reports and certifications required by this General Permit, and records of all data used to complete the Notice of Intent to be covered by this General Permit, for a period of at least three (3) years from the date that the facility's coverage under this General Permit expires or is terminated. The Department may extend the time of record retention at any time.
- F. **Accessibility.** The permittee shall make a copy of the SWPPP, including all monitoring, reporting, and Notice of Intent available to the public, if requested to do so in writing.

Part IV. NOTICE OF INTENT REQUIREMENTS

- A. Notice of Intent (NOI). By submitting a NOI, the applicant agrees to comply with the terms and conditions of this General Permit. A NOI must be submitted to the Department with the appropriate fee. Failure to submit proper payment will result in rejection of the NOI as incomplete.
- B. Processing of NOI. Prior to authorization of a stormwater discharge associated with industrial activity, a NOI must be reviewed and approved by the Department. The NOI is deemed approved thirty (30) calendar days after the Department receives the notification, unless the Department approves or denies the NOI prior to that date. If the applicant does not receive correspondence from the Department within the thirty (30) day period after the NOI submission, the applicant is authorized to carry out the activity. For existing permittees coverage under the 2005 MSGP is administratively continued, until coverage is granted under this General Permit, an alternative general permit, an individual permit or if coverage is otherwise terminated.
- C. NOI Submission. A person shall file the NOI on Department form DEPLW0953. A person shall sign the NOI in accordance with Part VIII(E). The NOI must contain all information listed in the General Permit. The NOI must be sent to the address indicated on the NOI form. A copy the initial NOI form shall be provided by the applicant to municipal office, town, or city, or the county commissioner in the case of an unorganized territory in which the discharge will occur at the time it is submitted to the department. Permittees covered under Maine's 2005 MSGP have the option of submitting a NOI electronically to the Department, these NOI renewals may be submitted electronically to [2011renewal.DEP@maine.gov](mailto:2011renewal.DEP@maine.gov).
- D. NOI Contents.
1. Site identification number (beginning with MER05) assigned to facility under Maine's 2005 General Permit, if any;
  2. The facility's legal business name and charter number if applicable (State of Maine) to determine Title, Right and Interest in the property/business; owner's or operator's/contact's name, address, telephone number;
  3. Facility/Site information including facility name, address and location, including the latitude and longitude of the facility if known;
  4. The name of the receiving water(s), (if known), or if the discharge is through a municipal separate storm sewer system (MS4), the name of the owner or operator of the MS4 and the ultimate receiving water(s), if known;
  5. The SIC or Activity Code(s) that best represents the industrial activity conducted at the facility;
  6. An identification of the applicable Sector(s); and

7. Additional information required by the Department as part of the NOI, to determine whether or not to authorize the discharge under this General Permit.
- E. Where to Submit. A completed and signed NOI, in accordance with Part VIII(E), must be submitted with the appropriate fee to:

Maine Department of Environmental Protection  
Municipal and Industrial Stormwater Coordinator  
17 State House Station  
Augusta ME 04333-0017
- F. Deficient NOI. If any portion of the NOI does not meet one or more of the minimum requirements of this part, the applicant will be notified of the deficiency within the 30-day review period. It is the responsibility of the applicant to make all required changes and resubmit the NOI. The review period will begin when the revised NOI is received by the Department.

#### Part V. STORMWATER POLLUTION PREVENTION PLAN REQUIREMENTS

- A. Stormwater Pollution Prevention Plan (SWPPP) Preparation. Each facility seeking coverage under this General Permit must prepare a SWPPP as described in Part III(A) prior to submitting a NOI for permit coverage. The SWPPP must be prepared in accordance with good engineering practices and identify potential pollutant sources which may reasonably be expected to affect the quality of stormwater discharges associated with industrial activity from the facility. The SWPPP must describe and ensure the implementation and maintenance of Best Management Practices (BMPs) and Control Measures as identified in this Part. Implementation of the SWPPP must reduce or eliminate polluted stormwater discharges associated with industrial activity, and assure compliance with this General Permit.
- B. Control Measures. The permittee shall select, design, install and implement control measures (including BMPs) to address potential pollutant sources and any discharge(s) associated with industrial activity. Control measures must be evaluated in conjunction with monitoring to meet the terms and conditions of this General Permit. The selection of these control measures must be in accordance with good engineering practices, and the requirements of each Sector. (See Appendix A–AD.) The SWPPP must fully describe these control measures, including their implementation and maintenance schedules.
- C. Non-Numeric Technology Based Effluent Limits. When developing control measures the following must be performed as applicable using the best practicable technology, best available technology, best control technology (BPT/BAT/BCT). The below listed Best Management Practices are considered limits of this General Permit which must be met for compliance. Additional Non-Numeric Technology Based Effluent Limits may also be

required as noted in the Sector specific requirements in Appendices A–AD. The methods utilized to meet these limits must be documented in the SWPPP:

1. The permittee shall minimize exposure of the manufacturing process, and material or product storage areas to stormwater (where practicable) by locating industrial activities and materials inside or by protecting them with storm resistant coverings. By eliminating the exposure of the manufacturing process, and material or product storage areas as required by Appendix AE, the facility may qualify for No Exposure Certification. The Department also encourages methods and designs which minimize or mitigate impervious area and reduce runoff.
2. The permittee shall perform good housekeeping procedures, and keep all exposed areas that are potential sources of pollutants clean and orderly. Implement at regular intervals, measures such as sweeping impervious areas, proper labeling of containers, and the storage of liquids within proper secondary containment.
3. The permittee shall regularly inspect, test, maintain and repair all industrial equipment, systems and BMPs to prevent situations that may result in leaks, spills or other releases of pollutants. If the permittee or Department inspector finds that a structural control measure(s) must be repaired or modified to ensure proper function, the permittee shall make the required repairs or modifications as quickly as possible, but no later than twelve (12) weeks from discovery unless otherwise authorized by the Department. Temporary control measures must be in place during this time to reduce or prevent discharges of pollutants. If a non-structural control measure is found to be deficient, the correction of the deficiency for that control measure must be initiated within five (5) days and completed no later than thirty (30) days from discovery. (See Part V(E).)

D. SWPPP Contents. The SWPPP must contain the following components:

1. **Pollution Prevention Team.** The SWPPP must identify the individual(s) (by name or title) whom comprise the facility's stormwater Pollution Prevention Team. The Pollution Prevention Team is responsible for assisting the facility/plant manager in developing, implementing, maintaining and revising the facility's SWPPP. Responsibilities of each team member must be listed.
2. **Site Description.** The SWPPP must include a narrative site description of the activities conducted at the site.
3. **Site Map.** The site map must include:
  - a. Approximate drainage boundaries including directions of stormwater flow and outfall locations (use arrows to show flow path);
  - b. Boundary of impervious surfaces;

- c. Locations of all existing structural BMPs to reduce pollutants in stormwater runoff;
  - d. Locations of all surface waters including wetlands and streams;
  - e. Locations of potential pollutant sources identified under Part V(D)(4) below;
  - f. Locations where major spills or leaks identified under Part V(D)(5) have occurred within the past three years. For the purpose of the site map, mark only areas of frequent spills (greater than three occurrences per year) or large spills (greater than 10 gallons). ALL locations of fuel spills must be documented within the SWPPP;
  - g. Locations of the following activities exposed to stormwater: fueling stations, vehicle and equipment maintenance, storage and cleaning areas; loading or unloading areas; locations used for the treatment, storage or disposal of wastes; liquid storage tanks; material processing, transfer or storage areas; access roads, rail cars or tracks;
  - h. Locations of stormwater conveyance systems including swales, ditches, culverts, subsurface stormwater infrastructure, outfalls, including boat ramps, and an approximate outline of the area draining to each outfall;
  - i. Location and description of non-stormwater discharges (e.g., wastewater licensed outfall);
  - j. Location and source of run-on from adjacent property that contains either significant quantities of pollutants or volume to the facility; and
  - k. The name of the nearest receiving water(s), including intermittent streams and wetland(s) that may receive discharges from the facility. An unnamed stream or wetland must be designated as such. The status of the receiving water in terms of water quality classification must also be noted. Contact a regional Stormwater Inspector for assistance if you are not aware of the classification status of the water body to which the facility discharges.
4. Summary of Potential Pollutant Sources. The permittee shall identify each separate area where industrial materials or activities are exposed, or have the potential to be exposed to stormwater. Industrial materials or activities include, but are not limited to, material handling equipment or activities; industrial machinery; cleaning, fueling and maintenance of vehicles; equipment storage; and, storage of raw materials, intermediate products, by-products, final products, or waste products. Material handling activities include the storage, loading or unloading, transportation, or movement of any raw material, intermediate product, final product or

waste product. If applicable, include an evaluation of how the quality and quantity of the stormwater flowing onto the facility from adjacent properties impacts the stormwater discharges from the permitted facility. For each separate area identified, the description must include:

- a. Industrial activities area. A list of the activities (e.g., material storage, loading, access areas, equipment fueling and cleaning, cutting, grinding, or processing). Each drainage area must be described and include a prediction of the direction of flow and an estimate of the types of pollutants which may be present in the stormwater discharge. The flow of stormwater across the site must be clearly depicted on the site map;
  - b. Pollutants. A list of the associated pollutant(s) or pollutant parameter(s) (e.g., crankcase oil, iron, biochemical oxygen demand, pH, sediment, etc.) for each activity. The pollutant list must include all significant materials that have been handled, treated, stored or disposed of in a manner that may allow exposure to stormwater three (3) years prior to review of or development of the SWPPP; and
  - c. Method of on-site storage or disposal. A storage practice or disposal method must be detailed for all raw materials, intermediate materials, final products and waste materials. Waste materials must be handled in accordance with Maine's Solid Waste Management Rules.
5. Potential for Spills and Leaks. The permittee shall clearly identify areas where potential spills and leaks, may occur, along with the accompanying drainage points, and provide a list of spills and leaks that occurred during the three (3) year period prior to submitting a NOI or latest revision of the SWPPP for any area exposed to precipitation or area which drains to a stormwater conveyance.

Spills and leaks include, but are not limited to, releases of oil or hazardous substances in excess of quantities that are reportable under Clean Water Act (CWA) §311 (See 40 CFR 110 and 40 CFR 117.21), section 102 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or 38 M.R.S.A. §§ 543, 550 and 1318-B. Unlicensed discharges of oil and hazardous matter are prohibited (See 38 M.R.S.A. §§ 543 & 1317-A). These discharges must be removed to the Commissioner's satisfaction (See 38 M.R.S.A. §§ 1318-B, 548, 568). Hazardous matter discharges must be reported (See 38 M.R.S.A. §§ 1318-B). Oil and hazardous matter have "safe harbor" incentives for reporting (See 38 M.R.S.A. §§ 550 & 1318).

6. Wastewater/Process Water Containment. The location of all wastewater or process water containment tanks must be clearly noted in the SWPPP

and on the site map. Any stationary above ground tank, container, or container storage area used for the storage of wastewater or process water that has the potential to discharge to surface waters or a stormwater conveyance during a malfunction must be held in a secondary containment device capable of containing 100% of the contents of the tank, plus precipitation. The containment devices must meet all Federal and State rules for primary and secondary containment. Secondary containment may be waived if the tank is equipped with a level sensor and alarm to signal an overflow or leak and the facility has a contingency plan in place to remove excess liquid to a second containment structure or off site treatment facility to prevent exposure to stormwater. The containment structures must be visually inspected for signs of deterioration at least once per year. The contingency plan and tank inspection procedure must be documented in the SWPPP. (See CMR 06-096 520 for definitions.)

7. Sampling Data. All stormwater sampling data, including visual monitoring results collected during the term of this General Permit must be maintained in the SWPPP.
8. Stormwater Controls. Describe the type and location of existing non-structural and structural BMPs selected for each area where industrial materials or activities are exposed to stormwater. All the areas identified in Part V(D)(4) and (5) must have a BMP(s) identified for the area's discharges. For areas where BMPs are not currently in place, describe appropriate BMPs to control pollutants in stormwater discharges. The SWPPP must include an implementation schedule for all proposed BMPs. Refer to individual Sector(s) for additional requirements or guidelines for new BMP installations. Selection of all BMPs must take into account:
  - The quantity and nature of the pollutants, and their potential to impact the water quality of receiving waters;
  - Opportunities to combine the dual purposes of water quality protection and local flood control benefits (including physical impacts of high flows on streams such as bank erosion, impairment of aquatic habitat, etc.); and
  - Opportunities to offset stormwater and temperature impacts from impervious areas on dry weather flows and low flow situations to streams.
9. BMP Types Considered. (See Part V(C) Non-Numeric Technology Based Effluent Limits.) The permittee shall describe how each BMP is currently implemented, or will be implemented. The following types of structural, and non-structural BMPs must be considered for implementation at the facility. This requirement may have been fulfilled with the area-specific BMPs identified under Part V(D)(8), in which case, the previous description is sufficient. However, many of the following BMPs may be more generalized or non site-specific and therefore not previously

considered. If the permittee, agent or Department stormwater inspector determines that any of these BMPs are not appropriate or are inadequate to reduce or eliminate pollutants, an explanation of this determination along with corrective actions must be documented in the SWPPP. The BMP examples listed below are not intended to be a comprehensive list. The permittee is encouraged to keep abreast of new BMPs or new applications of existing BMPs to find the most cost effective means of permit compliance for the facility. If BMPs are planned at the facility which are not listed previously in the SWPPP (e.g., replacing a chemical with a less toxic alternative, adopting a new or innovative BMP, etc.), include an implementation timeline within this section of the SWPPP.

a. Non-Structural BMPs.

**Good Housekeeping:** The permittee shall keep all exposed areas free of materials which could contribute pollutants to stormwater discharges by performing good housekeeping measures such as sweeping, and proper material containment. Measures must include compliance with the Non-Numeric Technology Based Effluent limits noted in Part V(C) and the individual Sector requirements in Appendices A-AD.

**Minimizing Exposure:** Where practicable industrial materials and activities should be protected by a storm resistant shelter to prevent exposure to stormwater, or located in an area that does not discharge to a surface water or a MS4.

**Preventive Maintenance:** The permittee shall implement a preventive maintenance program which includes the timely inspection and maintenance of stormwater management devices, (e.g., cleaning oil/water separators, catch basins) as well as inspecting, testing, maintaining and repairing facility equipment and systems to avoid breakdowns or failures that may result in discharges of pollutants to surface waters.

**Spill Prevention and Response Procedures:** The permittee shall describe spill prevention and clean up procedures for spills or leaks. These procedures, and the necessary spill response equipment, must be made available to employees who may cause or encounter a spill or leak. Where appropriate, the permittee shall explain existing or planned material handling procedures, storage requirements, secondary containment, and equipment (e.g., diversion valves) in the SWPPP which are intended to minimize spills or leaks at the facility. Unlicensed discharges of oil and hazardous matter are prohibited (See 38 M.R.S.A. §§ 543 & 1317- A). These discharges must be removed to the Commissioner's satisfaction (See 38 M.R.S.A. §§ 1318-B, 548, 568). Hazardous matter discharges must be reported (See 38 M.R.S.A. §§ 1318-B).

Oil and hazardous matter have “safe harbor” incentives for reporting (See 38 M.R.S.A. §§ 550 & 1318).

- Procedures to properly label all storage containers.
- Preventative measures such as barriers between material storage and traffic areas, secondary containment provisions and procedures for material storage and handling.
- Procedures for quick response to stop leaks, spills and other releases. Employees who may cause, detect or respond to a spill situation shall be properly trained. The training must be documented in the SWPPP.
- Procedures to notify trained facility personnel, emergency response and regulatory agencies in the event of a spill or release. Documentation of spills and releases must be included in the facility SWPPP.

Employee Training: The permittee shall describe the annual stormwater employee training program for the facility. The description must include the topics to be covered, (such as spill response, good housekeeping and material management practices). The permittee shall provide employee training for all employees who work in areas where industrial materials or activities are exposed to stormwater, and for employees who are responsible for implementing activities identified in the SWPPP (e.g., inspectors, spill responders and maintenance staff). The employee training must address the components and goals of the SWPPP.

b. Structural BMPs.

Sediment and Erosion Control: The permittee shall identify areas at the facility which, due to topography, land disturbance or other factors, have a potential for soil erosion. The permittee shall describe and implement structural, vegetative, or stabilization BMPs to manage runoff and limit erosion and sediment transport and the resulting discharge of pollutants.

Stormwater Velocity Control: The permittee shall install stormwater velocity dissipation controls where appropriate.

NOTE: This Permit requires compliance with Maine’s Erosion and Sedimentation Control Law. Installation of Structural BMPs may require a separate permit pursuant to the Natural Resources Protection Act, Maine Stormwater Management or the Site Location of Development Act.
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Stormwater structural devices: The permittee shall describe the stormwater management practices (permanent structural BMPs other than those which control the generation or source(s) of pollutants) that currently exist or are planned for the facility.

These types of BMPs typically are used to divert, filter, reuse, or otherwise reduce pollutants in stormwater discharges from the site.

10. Other Controls. No solid materials, including floatable debris, may be discharged to waters of the State, except as authorized by a permit issued under section 404 of the Clean Water Act. Off-site vehicle tracking, or blowing, of raw, final, waste materials or sediments, and the generation of dust, must be minimized and documented in the SWPPP.
- E. Maintenance. All BMPs identified in the SWPPP must be maintained in effective operating condition. If site inspections identify BMPs that are not operating effectively, maintenance must be performed before the next anticipated storm event, or as necessary, to maintain the continued effectiveness of stormwater controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and implemented as soon as practicable, but not later than twelve (12) weeks from the date of discovery unless authorized by the Department. The maintenance schedule and reason for delay must be documented in the SWPPP. The Department will take into account the size and cost of the project, the need to obtain supplies, construction timeframes, weather, the amount of pollution discharged and the condition of receiving waters in determining if a delay is acceptable. In the case of non-structural BMPs, the effectiveness of the BMP must be maintained by appropriate means (e.g., available spill response supplies, training, etc.). Maintenance and BMP follow up actions must comply with Part V(I)(3) of this General Permit.
- F. Allowable Non-Stormwater Discharges. Allowable non-stormwater discharges are listed in Parts I(D) and (E). Except for flows from fire fighting activities, the permittee shall identify all sources of allowable non-stormwater discharge(s) in the SWPPP and include:
  - Identification of each allowable non-stormwater source;
  - The location where it is likely to be discharged; and
  - Descriptions of appropriate BMPs for each source.

If mist blown from cooling towers is listed as an allowable non-stormwater discharge, the permittee shall specifically evaluate the potential for the discharge(s) to be contaminated by chemicals used in the cooling tower and determine that the levels of such chemicals would not cause or contribute to a violation of an applicable water quality standard.
- G. Applicable State or Local Plans. The SWPPP must be consistent and updated with applicable state or local stormwater, waste disposal, sanitary sewer or septic system regulations to the extent these apply to the facility and are more stringent than the requirements of this General Permit.
- H. Monitoring Frequency and Procedure Documentation. The SWPPP must document the procedures for conducting the three types of analytical

monitoring (Benchmark, Numeric, and Impaired Waters) and Visual Monitoring where applicable. These procedures are outlined in Part VI of this General Permit. SWPPP documentation must include the following:

1. Location of sample collection (outfall designation).
  2. Sampling parameters and sampling frequency for each parameter including the benchmark or limit associated with that parameter.
  3. Monitoring schedule including monitoring exceptions, adverse weather conditions and waivers.
- I. Site Compliance Evaluations and Follow-up Corrective Actions. This General Permit requires the completion of quarterly site inspections or Site Compliance Evaluations. The SWPPP must include procedures for conducting and documenting the evaluations as required by this part.
1. **Frequency of Inspections.** The permittee shall conduct Site Compliance Evaluations a minimum of four (4) times a year, one of which must be conducted within 24 hours of a qualifying storm event. These inspections must be evenly spaced with a minimum of sixty (60) days between inspections. Inspections must be done by qualified personnel as defined by the permittee. Qualified personnel may be either a facility employee or agent provided the inspector can accurately assess facility conditions that may impact stormwater discharges and BMP effectiveness. These inspections may be conducted in conjunction with Part (VI)(B), Quarterly Visual Monitoring, or be conducted separately. If the permittee decides to conduct more frequent inspections, the SWPPP must specify the frequency of inspections.
  2. **Scope of the Site Compliance Evaluation.** The evaluation/inspection must include all areas where industrial materials or activities are exposed to stormwater, as identified in Part V(D)(4), and all associated stormwater conveyances and areas where spills and leaks have occurred within the past three (3) years. Inspectors shall evaluate and document:
    - a. Industrial materials, residue, or trash on the ground that could contaminate stormwater;
    - b. Leaks or spills from industrial equipment, drums, barrels, tanks or similar containers;
    - c. Offsite tracking of industrial materials or sediment where vehicles enter or exit the site;
    - d. Tracking, blowing or whirling of raw, final, or waste materials and the evidence of, or the potential for, pollutants to contact stormwater;
    - e. Stormwater BMPs identified in the SWPPP must be inspected and evaluated to ensure that they are operating correctly. Inspect

stormwater conveyances and outfalls for erosion, integrity and potential pollutants. Where discharge locations or outfalls are inaccessible, nearby downstream locations must be inspected if possible; and

- f. The once per year Non-Stormwater Discharge Certification may be incorporated into one of the four Site Compliance Evaluations.
3. Site Compliance Evaluation Follow-up Actions. Based on the results of the Site Compliance Evaluation, the permittee shall:
    - a. Complete a Site Compliance Evaluation Report. This report summarizes the scope of the inspection as noted in Part V(I)(2) above. The permittee shall prepare a Site Compliance Evaluation Report upon completing the inspection. This report must include the name(s) or position(s) of personnel performing the inspection, the date(s) of the evaluation, and major observations relating to the implementation of the SWPPP. The inspection report(s) must identify any incidents of non-compliance and proposed or implemented follow-up action(s). Where an inspection report does not identify any incidents of non-compliance, the report must contain a certification that the facility is in compliance with the SWPPP and this General Permit. The Department has prepared a guidance checklist that may be used or modified for reporting.
    - b. Develop a Corrective Action Report (CAR). A Corrective Action Report is a description of actions, BMPs, site modifications or behaviors necessary to meet the terms and conditions of this General Permit. Two types of CARs may be generated.
    - c. Structural BMP Corrective Action Report. This CAR includes modification(s) or addition(s) and implementation of a structural BMP(s). If a noted deficiency is related to a structural BMP excluding routine maintenance, the permittee shall notify the regional stormwater inspector within fourteen (14) business days by phone, email or USPS. Notwithstanding the timeframes described above, the Department reserves the right to take enforcement actions for unpermitted discharges.

<p>Note: If temporary stabilization measures are needed in emergency situations, a permittee may begin installation provided the addition of the BMP or stabilization measure is not in violation of State or Federal laws. The Department should be contacted with in 24 hours in these situations.</p>
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- d. Non-Structural BMP Corrective Action Report. This CAR notes the addition or modification of a non-structural BMP(s) which must be developed, implemented and kept with the SWPPP.

- e. Content of a Corrective Action Report. All CARs must contain at a minimum the initial inspection date, a summary of the deficiency and corrective action(s) planned or implemented including temporary measures. The date the corrective action(s) was initiated, completed or expected to be completed.

Inspection reports and follow-up CARs must be signed by the permittee in accordance with Part VIII(G).

- f. SWPPP Modification and Timeline for Completion of Corrective Actions. Modify the SWPPP as necessary (e.g., to show additional controls on the site map) as required by Part V(D)(3) and revise the description of controls as required by Part V(D)(8) to include additional or modified BMPs to correct problems identified in the Site Compliance Evaluation and Corrective Action Report. The permittee shall complete revisions to the SWPPP within thirty (30) calendar days following the inspection, and initiate changes to non-structural BMPs within five (5) business days. If existing structural BMPs require modification or if additional structural BMPs are necessary, implementation must be completed before the next anticipated storm event to the extent practicable, but not more than twelve (12) weeks after discovery of the deficiency unless otherwise authorized by the Department. Temporary BMPs must be utilized during the design and construction phase of new structural BMPs. These temporary BMPs must be implemented as soon as practicable after the Site Compliance Evaluation is complete. The permittee shall retain a record of actions taken in accordance with Part V(I) of this General Permit as part of the SWPPP for at least three (3) years from the date that permit coverage expires or is terminated.

- J. SWPPP Documentation Requirements. The permittee shall keep the following inspection, monitoring and certification records on site with the facility's SWPPP. The complete and up-to-date records which demonstrate full compliance with the conditions of this General Permit include:

1. A copy of the NOI submitted to the Department along with any correspondence exchanged between the permittee and the Department specific to coverage of this General Permit.
2. A copy of the Department's acknowledgement letter assigning the facility Permit ID number, and discharge authorization.
3. A copy of the General Permit, (electronic is acceptable), which can be made available to SWPPP team members.
4. Dates and descriptions of spills, leaks, or other releases that resulted in discharges of pollutants to waters of the State through stormwater or

otherwise; the circumstances leading to the release and actions taken in response to the release; and, the measures taken to prevent the recurrence of such releases.

5. Records of annual employee training, including topics covered, training date(s), and printed names and signatures of participating employees.
  6. Documentation of maintenance and repairs of stormwater control measures, including dates of regular maintenance, discovery dates of areas in need of repair or replacement; repair date when control measure(s) returned to full function; and, the justification for any extended maintenance or repair schedules.
  7. Documentation of inspections and monitoring data.
  8. Description of any deviations from monitoring schedules.
  9. Corrective Action Reports and summary of completed actions taken at the site, including event(s) and date(s) when problems were discovered and modifications occurred.
  10. Documentation of monitoring exceedances and the facility's response including corrective actions; additional monitoring; documentation indicating the benchmark exceedance was due to natural background pollutant levels; or a finding of no further pollutant reductions were technologically, or economically, practicable, and achievable in light of best industry practice.
  11. Documentation to support any determination that pollutants of concern are not expected to be present above natural background levels if the permittee discharges directly to impaired waters, and that such pollutants were not detected in the discharge or were solely attributable to natural background sources.
  12. Documentation of the annual non-stormwater discharge certification.
- K. Requirement to Maintain Updated SWPPP. The permittee shall amend the SWPPP within thirty (30) days of completion of any of the following:
1. A change in design, construction, operation, or maintenance at the facility that has a significant effect on the discharge or potential for discharge of pollutants from the facility including the addition or reduction of industrial activity;
  2. Monitoring, inspections, or investigations by the permittee or by local, State, or Federal officials which determine the SWPPP is ineffective in eliminating or significantly minimizing pollutants from sources identified under Part V(D)(4), or is otherwise not achieving the general objectives of controlling pollutants in discharge(s) from the facility;

3. A release of hazardous substances and oil (see 38 M.R.S.A. § 543, 550 and 1318-B); and
  4. A discharge authorized under this General Permit that is determined by Department notification to cause or have the reasonable potential to cause or contribute to the violation of an applicable water quality standard. The SWPPP must document actions necessary to ensure future discharge(s) do not cause or contribute to the violation of a water quality standard.
- L. Department Review. Department staff may notify the permittee at any time that a SWPPP does not meet one or more of the minimum requirements of this General Permit.
- M. Signature, SWPPP Review and SWPPP Availability. The SWPPP must be signed in accordance with Part VIII(E), and a working copy retained at the facility covered by this General Permit. (See Part III(E) for records retention requirements.) The permittee shall only submit a copy of the SWPPP to the Department upon written notification. Upon the Department's request, the SWPPP must be submitted electronically via e-mail or saved to a compact disc and mailed or hand delivered to the Department.
- N. Additional Requirements for SARA Title III Facilities. Potential pollutant sources for which the permittee has reporting requirements under EPCRA 313 must be identified in the summary of potential pollutant sources as per Part V(D)(4). Note this additional requirement only applies to the permittee if the permittee is subject to reporting requirements under EPCRA 313.
- O. Salt Storage Pile Requirements. Salt storage pile(s) used for deicing or commercial or industrial purposes located at the facility, must be enclosed or covered to prevent exposure to precipitation, with exception of adding or removing materials from the pile, and for sand/salt storage piles at municipal public works facilities. See 06-096 CMR 574, and 38 M.R.S.A. §413(2-D) for additional requirements.

## Part VI. MONITORING REQUIREMENTS

- A. Monitoring Requirements and Limitations. The monitoring requirements and numeric limitations applicable to a facility depend on the types of industrial activities conducted. The permittee shall review Parts III (Permit Conditions), VI (Monitoring Requirements) and VII (Sector Specific Requirements) of this General Permit to determine which monitoring requirements and numeric limitations apply to the industrial activity or activities at the facility.
1. Sector-specific monitoring requirements. Sector-specific monitoring requirements and limitations are applied outfall by outfall at facilities with multiple Sector-specific industrial activities. Where stormwater from multiple Sector-specific industrial mixes, the monitoring requirements and limitations are additional.

2. Approved watershed management plans. Participation in the implementation of a Department Approved Watershed Management Plan for discharges to impaired waters fulfills the requirement of Part VI.
- B. Quarterly Visual Monitoring. All permittees covered under this General Permit, regardless of the facility's Sector of industrial activity are required to conduct quarterly visual monitoring. Visual monitoring requirements are waived if the facility is conducting Benchmark, Impaired Waters sampling and analysis, or Numeric Monitoring for Total Suspended Solids (TSS). Visual Monitoring must be resumed if Benchmark Monitoring, Numeric Monitoring or Impaired Waters sampling is ceased.
1. Visual Monitoring Documentation. The permittee shall perform and document a visual examination of a stormwater discharge associated with industrial activity from each outfall (except representative outfalls) on a quarterly basis. The visual examination must be made during daylight hours and normal operations. If no qualifying storm event occurs during an inspection cycle, or adverse weather prevents collecting a sample, the permittee shall document this in the SWPPP, and is excused from visual monitoring for that quarter. Visual monitoring must be performed during the next qualifying storm event. The permittee shall sign and certify the documentation in accordance with Part VIII (E). The visual monitoring event must be performed and documented according to procedures outlined in document DEPLW0768, Visual Monitoring of Stormwater Discharges Associated with Industrial Activity, available at:  
<http://www.maine.gov/dep/blwq/docstand/stormwater/multisector.htm#form>
  2. Qualifying storm event and visual examination procedures. A qualifying storm event is either precipitation, ice or snow melt that produces a measurable discharge at an outfall that occurs at least 72 hours from a previous qualifying storm event. A grab Sample must be collected within the first 60 minutes, but not more than 2.25 hours from the time stormwater begins to discharge from an outfall. The examination must document observations of color, odor, clarity, floating solids, settled solids, suspended solids, foam, oil sheen, and other obvious indicators of stormwater pollution. The sample examination must be conducted in a well lit area. Laboratory analytical testing is not required for visual samples. The 72-hour storm interval is waived if the permittee can document that less than a 72-hour interval is representative for local storm events during the sampling period. The same individual should perform visual monitoring for the entire permit term.
- C. Coal Pile Runoff Monitoring (Piles greater than 30 cubic yards). Monitoring must be conducted quarterly during a qualifying storm event. Discharges from coal piles are subject to numeric limits for total suspended solids (TSS)

not to exceed 50mg/L and pH 6.0-9.0 s.u. See Part VI(F) for additional requirements if TSS or pH exceeds the numeric the limit.

1. The permittee shall comply with the limitations and monitoring requirements as referenced in Part I(B)(3)(c) for all discharges containing coal pile runoff, regardless of the facility's Sector of industrial activity.
2. The permittee shall not dilute coal pile runoff with stormwater or other flows in order to meet this limitation.
3. The permittee shall collect a grab sample at the point of discharge and analyze the sample(s) for pH and TSS. Sampling results must be retained and reported in accordance with Part III(D).

D. Impaired Waters Monitoring and Corrective Actions.

1. Monitoring for existing discharges to impaired waters without an EPA approved or established Total Maximum Daily Load (TMDL). Upon submittal of a NOI, the permittee is required to indicate if the discharge will be to an impaired waterbody as listed on the 303d list and defined in this General Permit. If the Department determines that the facility is contributing to the impaired status, or additional data is needed to determine if the stormwater discharge is contributing to the waterbody's impairment, the permittee shall follow the monitoring requirements below. The Department will notify the permittee in writing of any additional monitoring requirements under this part. If the permittee does not receive notice from the Department to commence monitoring, no additional monitoring is required under this section.

If notified by the Department, the permittee shall monitor during a qualifying storm event. Monitoring must be conducted quarterly at each outfall (except for representative outfalls) according to the instructions in Part VI(E)(1-5) below. The permittee shall calculate the average of each parameter from the quarterly samples to determine the average monitoring value for each parameter.

- a. Monitoring may be reduced to twice per calendar year if the average of the first year's monitoring values indicate that the pollutant(s) for which the water body is impaired is not detected above natural background pollutant levels. Natural background pollutant levels include those substances that naturally occur in soil and groundwater, but do not include legacy or historical pollutants from earlier site activities or pollutants from neighboring sources which are not naturally occurring. In permit years three and four, the monitoring may be reduced to once per year if the average monitoring value for each parameter did not exceed natural background levels in permit year two (2) from the permittee's stormwater discharge.

- b. If the pollutant of concern is detected, but at levels consistent with natural background pollutant levels, the permittee shall keep the following documentation of this discharge with the facility's SWPPP.
  - i) An explanation of why the presence of the pollutant causing the impairment is detected at the outfall;
  - ii) An explanation why the pollutant is not related to the activities at the facility; and
  - iii) Data or studies which link the presence of the pollutant causing the impairment to what can be considered natural background sources in the watershed.
- c. If the presence of the pollutant causing the impairment is shown to be related to the facility and not due to natural background pollutant levels, the permittee shall determine the source of the pollutant. The permittee shall develop and implement a corrective action plan to reduce or eliminate the presence of the pollutant(s) in the stormwater discharge. This plan must be incorporated into the facility's SWPPP, and submitted to the Department within the first quarter of the second permit year, or the first quarter of the second year after submittal of the NOI. Sampling for the pollutant(s) must continue quarterly until the pollutant is no longer present or a determination on the discharge is made by the Department.

- 2. Monitoring and corrective actions for discharges to impaired waters *with* an EPA approved or established TMDL. No additional monitoring is required unless specified in the TMDL or requested by the Department.

If monitoring is required by the Department, and the results indicate the pollutant(s) that the TMDL addresses is present in the stormwater discharge in a quantity above the allowable allocation, the permittee shall develop and implement BMPs to meet the requirements of the TMDL. A corrective action plan must be developed and incorporated into the facility's SWPPP.

- E. Monitoring Procedures for Discharges to Impaired Waters. The following applies only to facilities that have received notice from the Department that impaired waters monitoring is required. The notice will include the Department's decision, and reason for additional monitoring.

- 1. If a facility discharges to an impaired waterbody, the permittee shall perform quarterly monitoring at each outfall (except representative outfalls) that discharges to the impaired water for all pollutants for which the waterbody is impaired and for which a standard analytical method exists. (See 40 CFR part 136 for a list of approved methods.)

2. If the pollutants for which the waterbody is impaired are suspended solids, turbidity or sediments, the permittee shall monitor for Total Suspended Solids (TSS).
  3. If the pollutant for the impaired waterbody is an indicator or surrogate pollutant, the permittee shall monitor for that indicator or surrogate pollutant.
  4. If the impairment is due to impervious cover within the watershed, the facility shall calculate the amount of impervious area(s) discharging to the impaired waterbody and document this in the SWPPP. Additional monitoring and corrective actions may be required by the Department upon review of the results of the calculation, the facility's SWPPP and existing BMPs.
  5. No monitoring is required when a waterbody's biological communities are impaired and the Department has not specified an indicator or surrogate as causing the impairment, or when a waterbody's impairment is related to hydrologic modifications. If the biological community is impaired and an indicator or surrogate is noted, the permittee shall monitor for the indicator or surrogate.
- F. Numeric Effluent Limitation Monitoring. Sectors A, B<sup>1</sup>, C, D, E, J, K, L & O have discharges subject to numeric effluent limitations that are authorized for coverage under this General Permit. The permittee shall collect two quarterly samples, and calculate the average of each parameter from the quarterly samples to determine an average monitoring value for each parameter. If the **average** of the first two quarterly samples for any parameter does not exceed the effluent limitation, the effluent monitoring requirements are fulfilled for the **permit year**. Results that do not exceed the numeric limitation must be recorded in the Facility's SWPPP. If the **average** of the two quarterly samples exceeds the numeric effluent limitation for any parameter, the permittee shall submit results to the Department within 14 days of receiving the monitoring results. Additional monitoring requirements are outlined in each Sector when numeric limitations have been exceeded. Facilities are required to monitor such discharges to evaluate compliance with numerical effluent limits. (See also Part III C, Table 1 and Sector-specific requirements.)
- Numeric monitoring for Sectors: C, D, E, K, L, & O must be conducted quarterly during a qualifying storm event as described in Part VI(B)(2). Numeric monitoring for Sectors A, B and J are activity dependent non-stormwater discharges and are outlined in each Sector.
- G. Benchmark Monitoring Requirements. Benchmark concentrations are not numeric effluent limitations and exceeding the benchmark is not a permit violation. Benchmark monitoring data is primarily used to determine the

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<sup>1</sup> Sector B is only required to conduct numeric monitoring if conducting wet decking operations.

overall effectiveness of stormwater control measures, and to determine when additional corrective action(s) are required. Sectors A, B & N must perform quarterly benchmark monitoring from each outfall (except representative outfalls) that produces a stormwater discharge associated with an industrial activity.

Benchmark monitoring must be conducted during a qualifying storm event as defined in this General Permit. A grab sample must be collected between 60 minutes but not more than 2.25 hours from the time stormwater begins to discharge from an outfall. A grab sample(s) must be collected during daylight and normal operating hours. Department guidance and assistance is available for proper sampling techniques. Results must be summarized and reported in the Facility's SWPPP. Appropriate corrective actions must be initiated according to Part VI(G)(2) below if there is an exceedance.

Benchmark monitoring is not required if the facility is in compliance with and can demonstrate participation in the implementation of a Department Approved Watershed Management Plan. Benchmark Monitoring is not required from any outfalls subject to Impaired Waters sampling and analysis, or Numeric Monitoring for Total Suspended Solids (TSS). Benchmark Monitoring must be resumed if Numeric Monitoring or Impaired Waters sampling is ceased.

1. Collect a minimum of four (4) quarterly samples. The permittee shall calculate the average of each parameter from the quarterly samples to determine an average monitoring value for each parameter. If the average of the four (4) monitoring values of the quarterly samples for any parameter does *not exceed* the benchmark, the monitoring requirements are fulfilled for that parameter, for the **permit term**. Samples must be analyzed using procedures consistent with methods listed in 40 CFR Part 136. The use of an alternate method or benchmark parameter may be proposed by the permittee to the Department in writing. The Department will approve or deny the use of alternate methods or parameters on a case-by-case basis.
2. After collecting four (4) quarterly samples, if the average of the four (4) monitoring values of the quarterly samples of any parameter *exceeds* the benchmark, the permittee shall review the selection, design, and implementation of control measures and complete a corrective action report. Upon making any necessary modifications, the permittee shall continue quarterly monitoring for any parameter that has exceeded its benchmark four additional quarters.
3. If the average monitoring values of the subsequent quarterly samples of any parameter continues to exceed the benchmark, the permittee shall select, install and implement control measures including BMPs to address the selection and design considerations to meet the benchmark; or

4. Make the determination that no further pollutant reductions are technologically available, economically practicable and achievable in light of best industry practice to meet the technology based effluent limits in which case the permittee shall continue monitoring once per year. The rationale for this determination must be documented in the SWPPP.
- H. Monitoring Schedule. Visual monitoring, Coal pile monitoring, Impaired waters monitoring, Numeric monitoring for Sectors: C, D, E, K, L, & O and Benchmark monitoring requirements begin the first full quarter following the date of discharge authorization and must be conducted on a quarterly basis. The permittee shall monitor at least once in each of the following three (3) month intervals listed below. Numeric Monitoring schedules for Sectors A, B (for wet decking operations) and J are outlined in each Sector.

January 1 – March 31  
April 1- June 30  
July 1 – September 30  
October 1 – December 31

For example, if the applicant obtains coverage on May 1, 2011; the first monitoring period is July 1- September 30, 2011.

- I. Representative Outfalls. “Representative outfalls” means two or more outfalls within a single drainage area that discharge substantially identical effluents, have like industrial activities and significant materials or practices occurring within the outfalls’ designated drainage area. If the facility contains representative outfalls, the permittee may test the effluent of one of the outfalls during a given sampling period provided that subsequent samples are taken from a different outfall within the representative outfalls’ drainage area. The permittee will not be required to monitor more than one representative outfall within a designated drainage area per monitoring event. For this to be permissible, the SWPPP must include the permittee’s narrative and include the following: locations of the outfalls and associated drainage area; why the outfalls are expected to discharge substantially identical effluents; and, estimates of the size of the drainage area (in square feet) for each outfall(s).
- J. Monitoring Exceptions. If limited rainfall or frozen conditions prevent the discharge from an outfall, the permittee is excused from monitoring for that monitoring quarter. The altered schedule must be fully documented in the SWPPP.
- K. Adverse Weather Conditions. Adverse weather conditions are those which are dangerous or create inaccessibility for personnel and may include such things as local flooding, high winds, electrical storms, drought, excessive rain, frozen conditions and icing. If adverse weather conditions prevent the collection of samples these conditions must be documented in the SWPPP.

**Part VII. SECTOR-SPECIFIC REQUIREMENTS FOR INDUSTRIAL ACTIVITY**

- A. Sector Specific Requirements. The permittee shall comply with additional requirements of this part. Sector-specific requirements are in addition to the “basic” requirements specified in Parts I-VI and the General Permit Requirements in Part VIII of this General Permit. Sector specific requirements may be found in Appendices A-AD. No Exposure requirements may be found in Appendix AE.

**Part VIII. GENERAL REQUIREMENTS**

- A. Duty to Comply. The permittee shall comply with all conditions of this General Permit. Any non-compliance may constitute a violation of Maine’s water quality laws, General Laws, and the federal Clean Water Act and opens up the discharger to penalties under 38 M.R.S.A. § 349, and § 309 of the Clean Water Act and is grounds for enforcement action. Enforcement action may include termination of authorization to discharge under the General Permit, and thus requiring that certain actions be taken in order to continue coverage, denial of permit re-authorization, instituting penalties, or other actions deemed applicable by the Department and other federal and local agencies.
1. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act, and 38 M.R.S.A., § 420 or Chapter 530.5 for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the General Permit has not yet been modified to incorporate the requirement.
  2. Any person who violates any provision of the laws administered by the Department, including without limitation, a violation of the terms of any order, rule, license, permit, approval or decision of the Board or Commissioner is subject to the penalties set forth in 38 M.R.S.A. § 349.
- B. Continuation of the Expired General Permit. An expired General Permit continues in force and effect until a new General Permit is reissued.
- C. Duty to Reapply. If the permittee wishes to continue an activity regulated by this General Permit after the expiration and reissuance of this General Permit, the permittee shall apply for and obtain coverage under a new permit.
- D. Other applicable conditions. The conditions in 06-096 CMR 523(2) also apply to discharges pursuant to this General Permit and are incorporated herein as if fully set forth. These conditions address areas such as: duty to comply; need to reduce or halt activity not a defense; duty to mitigate; permit actions; property rights; duty to provide information; and, inspection and entry.
- E. Signatory Requirements. All Notices of Intent, SWPPPs, reports, certifications or information either submitted to the Department, or that this

General Permit requires to be maintained by the permittee, shall be signed and certified in accordance with 06-096 CMR 521(5).

- F. Oil and Hazardous Substance Liability. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the CWA. 38 M.R.S.A. § 543, 550, and 1318-B.
- G. Release in Excess of Reportable Quantities. If a release in excess of reportable quantities occurs, the permittee shall notify the Department immediately. This permit does not relieve the permittee of the reporting requirements of 40 CFR 117, 40 CFR 302 and 38 M.R.S.A. § 543, 550 and 1318-B. The discharge of hazardous substances in the stormwater discharge(s) from a facility shall be minimized in accordance with the applicable SWPPP for the facility, and in no case, during any 24-hour period, shall the discharge(s) contain a hazardous substance equal to or in excess of reportable quantities.
- H. Severability. The conditions of this General Permit are severable, and if any provision of this General Permit, or the application of any provision of this General Permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this General Permit shall not be affected thereby.
- I. Transfer of Permit. This General Permit is not transferable to any person.
- J. State Laws. Nothing in this General Permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable Maine State law.
- K. Proper Operations and Maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this General Permit and with the requirements of the SWPPP. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operations of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the General Permit.
- L. Monitoring and Records.
  - 1. Samples and measurements taken for the purpose of monitoring shall be representative of the volume and nature of the discharge over the sampling and reporting period.

2. The permittee shall retain records of all monitoring information including all calibration, maintenance records and all original strip chart recordings from continuous monitoring instrumentation, copies of all reports required by this General Permit, and records of all data used to complete the NOI for this General Permit, for a period of at least three (3) years from the date that the facility's coverage under this General Permit expires or is terminated. This retention period may be extended by request of the Department at any time.
  3. Records of monitoring information shall include:
    - a. The date, exact place, and time of sampling or measurements;
    - b. The individual(s) who performed the sampling or measurements;
    - c. The date(s) analyses were performed;
    - d. The individual(s) who performed the analyses;
    - e. The analytical techniques or methods used; and,
    - f. The results of such analyses.
  4. Monitoring must be conducted according to test procedures approved under 40 CFR 136 and applicable Maine regulations, unless other test procedures have been specified in this General Permit.
- M. Bypass of Stormwater Control Facilities. Bypass means the intentional diversion of stormwater from any portion of the stormwater collection and treatment system. The permittee may allow any bypass to occur which does not cause effluent benchmark or numeric limitations (as noted by Sector) to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the notice provisions below.
1. Anticipated Bypass. If the permittee knows in advance of the need for a bypass which may exceed benchmark or numeric limitations, he or she shall notify this Department in writing at least ten days prior to the date of the bypass. Such notice shall include the anticipated quantity and the anticipated effect of the bypass.
  2. Unanticipated Bypass. Unanticipated bypass of stormwater control structures is prohibited unless one of the conditions in Part VIII(M)(3) of this section is met. The permittee shall submit notice of an unanticipated bypass. Any information regarding the unanticipated bypass shall be provided orally within 24 hours from the time the permittee became aware of the circumstances. A written submission shall also be provided within five (5) days of the time the permittee became aware of the bypass. The written submission shall contain a description of the bypass and its cause; the period of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass.

3. Prohibition of Bypass. Bypass is prohibited and enforcement action against the permittee may be taken for the bypass unless:
  - a. The bypass was unavoidable to prevent loss of life, personal injury or severe property damage; and
  - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee should, in the exercise of reasonable engineering judgment, have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance.
  - c. The Department may approve an anticipated by-pass after considering its adverse effects, if the Department determines that proper notification was made as determined in paragraph VIII(M)(1), and it will meet the two conditions of paragraph VIII(M)(3) above.<sup>2</sup>

N. Upset Conditions.

1. Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based effluent limitations if the requirements of Part VIII(N)(3) of this General Permit are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
3. Conditions necessary for a demonstration of upset. A permittee whom wishes to establish an affirmative defense of an upset shall demonstrate, through properly signed, current operating logs, or other relevant evidence, that:
  - a. An upset occurred and the permittee can identify the specific cause(s) of the upset;
  - b. The permitted facility was at the time being properly operated; and
  - c. The permittee submitted notice of the upset within 24 hours;<sup>3</sup>

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<sup>2</sup> See 06-096 CMR 523(2)(m)

<sup>3</sup> See 06-096 CMR 523(2)(n)

- d. The permittee complied with any remedial measures required<sup>4</sup>.
- 4. The permittee must provide the burden of proof during enforcement proceedings involving occurrence of an upset.
- O. Inspection and Entry. Employees and agents of the Department may enter any property at reasonable hours in order to determine compliance.
- P. Reopener. This General Permit may be modified or reopened as provided in 38 M.R.S.A. § 414-A (5).
- Q. Requiring an Individual Permit or an Alternative General Permit.
  - 1. The Department may require any owner(s) or operator(s) authorized to discharge stormwater under this General Permit to apply for and obtain either an individual MEPDES permit or an alternative general permit. Any interested person may petition the Department to take action under this paragraph.
  - 2. Any owner(s) or operator(s) authorized to discharge stormwater by this General Permit may request to be excluded from coverage of this General Permit by applying for an individual permit. The request may be granted by issuance of an individual permit.
  - 3. If a facility requests or is required to obtain coverage under an individual permit, then authorization to discharge stormwater under this General Permit shall automatically be terminated on the date of issuance of the individual permit. Until such time as an alternative permit is issued, the existing General Permit remains fully in force.
- R. Availability of Reports. Except for data determined to be confidential under Part VIII(S) below, all reports prepared in accordance with the terms of this General Permit shall be available for public inspection at the DEP at 28 Tyson Drive, Augusta Maine. As required by the CWA, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in penalties including the possibility of fine and imprisonment.
- S. Confidentiality of Information. Any information submitted to the Department pursuant to these regulations may be claimed as confidential by the subcommittee. Any such claim must be asserted at the time of the submission in the manner prescribed on the application form or instructions or, in the case of other submissions, by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, the Department may make the information available to the public without further notice.

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<sup>4</sup> Ibid

A claim of confidentiality will be denied unless the Department determines that the information may be withheld in accordance with 38 M.R.S.A. 414 (6), Confidentiality of records, and 38 M.R.S.A. 401 et. seq., Freedom of Access.

- T. Right to Appeal. All final license or permit decisions made by the commissioner may be appealed to the Board of Environmental Protection pursuant to Title 38, § 341-D (4) or a judicial appeal may be filed.
- U. Notice Required. Prior to discharging under the terms of a General Permit, a person shall file with the Department an initial Notice of Intent (NOI) for coverage on a form provided by the Department for the specific discharge category. A check for the appropriate fee amount must accompany each NOI in order for the application for coverage under the General Permit to be considered complete.
- V. Effective Date of Coverage. The Department must notify an applicant for coverage under this General Permit within 30 days of receipt of each complete NOI as to whether or not coverage for the specific discharge is accepted. If the Department does not notify the applicant within 30 days, the NOI is deemed to be accepted and coverage is granted. In the event coverage is not granted, the Department shall notify the applicant of the reasons for not granting coverage. Discharges not acceptable for General Permit coverage may apply for issuance of an individual discharge permit.
- W. Continuing Coverage. Coverage under an existing General Permit will be continued upon payment of an applicable annual fee, provided there are no changes in the discharge as described in the NOI. If changes occur or are proposed, the person having filed the NOI shall notify the Department, as specified in the General Permit. Persons wishing to continue coverage are required to so notify the Department.
- X. Transfers of Ownership. This General Permit is not transferable. In the event that the ownership of a facility or discharge is transferred to a new owner(s) or operator(s), coverage under this General Permit may be obtained by the new owner by filing a new Notice of Intent form with the Department. The former owner shall also file a Notice of Termination.
- Y. General Restrictions. A discharge covered by a General Permit may not:
  - 1. Contain any pollutant, including toxic substances, in quantities or concentrations which may cause or contribute to any adverse impact on the receiving water;
  - 2. Be to a receiving water which is not meeting its classification standard for any characteristic which may be affected by the discharge; or,
  - 3. Impart color, taste, turbidity, radioactivity, settleable materials, floating substances, or other properties that cause the receiving water to be unsuitable for the designated uses ascribed to its classification.

- Z. Sampling and Test Procedures. Where a General Permit requires sampling and testing of an effluent of other waste stream, all samples and measurements shall be representative of the volume and nature or the activity being monitored. The sampling, preservation, handling and analytical methods used must conform with Standard Methods for the Examination of Water and Waste Water, American Public Health Association, Washington D.C., latest approved edition or methods referenced in 40 CFR Part 136. However, different but equivalent methods are allowable if they receive prior written approval from the Department.
- AA. Monitoring Requirements. The Department may require additional monitoring of an individual discharge as may be reasonably necessary in order to characterize the nature, volume or other attributes of that discharge or its sources.
- AB. Removed Substances. Solids, sludges, filter backwash or other pollutants removed or resulting from the treatment of wastewaters must be disposed of in a manner approved by the Department.

## Part IX. DEFINITIONS

The following terms have the following meanings as used in this General Permit. These definitions are intended to be consistent with the definitions at 38 MRSA §§ 361-A and 466, 06-096 CMR 520 and 521(9)(b), and 40 CFR §§ 122.2 and 122.26(b).

- A Anticipated Bypass. “Anticipated Bypass” means a bypass of stormwater control structure(s) including operational or structural best management practice(s), which is planned or scheduled due to maintenance, repair or other known reason. Provisions must be developed to protect the receiving water from pollutants during an anticipated bypass of a stormwater control.
- B Best Available Technology (BAT). “Best Available Technology” or “BAT” means the technology-based standard established by the Clean Water Act as the most appropriate means available on a national basis for controlling the direct discharge of toxic and nonconventional pollutants. In general, BAT effluent limitations guidelines represent the best existing performance of treatment technologies that are economically achievable.
- C Best Control Technology (BCT). “Best Control Technology” or “BCT” means a technology-based standard established by EPA for the discharge from existing conventional pollutants including Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), fecal coliform, pH, oil and grease. The BCT is established in light of a two-part "cost reasonableness" test which compares the cost for an industry to reduce its pollutant discharge with the cost to treat for similar levels of reduction of a pollutant loading. The second test examines the cost-effectiveness of additional industrial treatment beyond

BPT. EPA must find limits which are reasonable under both tests before establishing them as BCT.

- D Best Management Practices (BMPs). “Best Management Practices” or “BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- E Best Practicable Control Technology (BPT). “Best Practicable Control Technology” or “BPT” means the first level of technology-based standards established by the Clean Water Act to control the discharge of pollutants. BPT effluent limitation guidelines are generally based on the average of best existing performance by plants within an industrial category or subcategory.
- F Control Measure. “Control Measure” means BMP or other method (including effluent limitations) used to prevent or reduce the discharge of pollutants to waters of the States.
- G Department. “Department” means the State of Maine Department of Environmental Protection.
- H Department Approved Watershed Management Plan. “Department Approved Watershed Management Plan” means, for the purpose of this General Permit, the implementation of a Plan approved by the Department that has a means of funding that is in effect to meet all of the following requirements:
1. The Management Plan must adequately assess the watershed for pollutants and activities contributing to the waterbody’s impairment.
  2. The causes found to be contributing to the water quality impairment must be adequately addressed via structural or operational Best Management Practices in the watershed. The Management Plan will be reviewed by Department staff to determine the ability of the Management Plan to improve water quality based on the known pollutants and causes of impairment and for compliance with any approved TMDLs.
  3. The Plan must include a schedule of implementation and a monitoring component to assess the progress of the watershed in attaining the goals of the Management Plan.

The Long Creek Watershed Management Plan in the municipalities of South Portland, Portland, Westbrook and Scarborough is a Department Approved Watershed Management Plan.

- I Discharge. “Discharge” means any spilling, leaking, pumping, pouring, emptying, disposing or other addition of any pollutant to waters of the State.

- J Facility. “Facility” means a location where stormwater discharges associated with industrial activity occur including but not limited to, buildings, storage areas, travel ways and processing areas.
- K Facility Associated with Industrial Activity. “Facility Associated with Industrial Activity” means the point source discharge which is directly related to manufacturing, processing, or raw material storage areas described in Appendices A-AD. This includes, but is not limited to, stormwater discharges associated with industrial activity.
- L Infiltration. “Infiltration” means any process specifically used to meet all or part of the stormwater standards of this General Permit by actively directing all or part of the stormwater into the soil. Infiltration is the process by which runoff percolates through the unsaturated overburden and fractured bedrock to the water table. For this General Permit, infiltration does not include:
1. Incidental wetting of soil in ditches, detention basins or the equivalent;
  2. Wetting of under drained basins, dry swales, or similar filtration systems;
  - or
  3. Wetting buffers meeting department requirements for stormwater control.
- M Impaired Waters. “Impaired Waters” means for the purposes of this General Permit, any water body listed on the 303d list of Maine’s Integrated Water Quality Monitoring and Assessment Report.
- N Municipal Separate Storm Sewer System (“MS4”). “Municipal Separate Storm Sewer System” or “MS4” means conveyances for stormwater, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any municipality, sewer or sewage district, Maine Department of Transportation, Maine Turnpike Authority, State agency or Federal agency or other public entity that discharges directly to waters of the State other than groundwater.
- O No Exposure. “No Exposure” means that industrial activities are protected by a storm resistant shelter to prevent exposure to stormwater including rain, snow, snowmelt, run-on and runoff.
- P Non-Numeric Technology Based Effluent Limitations. “Non-Numeric Technology Based Effluent Limits” means Best Management Practices approved and required by the Department that are designed and installed according to Best Practical Technology and Best Available Technology. This technology limits or eliminates pollutants generated on-site by industrial activities from coming into contact with waters of the State. Non-Numeric Technology Based Effluent limits are assigned by industrial activity and are described in the appropriate Sector specific Appendix.

- Q Notice of Intent (“NOI”). “Notice of Intent” or “NOI” means a notification of intent to seek coverage under this General Permit made by the applicant to the Department on a form provided by the Department.
- R Notice of Termination (“NOT”). “Notice of Termination” or “NOT” means a notification to end coverage under this General Permit on a form provided by the Department.
- S Outfall. “Outfall” means any direct discharge of stormwater from an area of industrial activity to waters of the State or to a MS4.
- T Owner or Operator. “Owner or Operator” means the owner or operator of any “facility or activity” subject to regulation under the NPDES program. In the case of a publicly owned facility or activity, the owner shall be included as a licensee in any permit issued under the State NPDES program.
- U Permittee. “Permittee” means the person that is covered under this General Permit for discharge of stormwater associated with industrial activity.
- V Person. “Person” means an individual, firm, corporation, municipality, quasi-municipal corporation, (such as a watershed district), state agency, federal agency or other legal entity.
- W Point Source. “Point Source” or “direct discharge” means a discharge from any discrete, confined or discernible conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which pollutants are or may be discharged. This does not include discharges to buffers designed and maintained in accordance with Chapter 500 Appendix F.
- X Qualifying Storm Event. “Qualifying Storm Event” means a storm event that is either precipitation, ice or snow melt that produces a measurable discharge at an outfall that occurs at least 72 hours from a previous measurable storm event.
- Y Stormwater. “Stormwater” means precipitation including runoff from rain, snow melt or ice melt that flows across the surface as sheet flow, shallow concentrated flow or in drainage ways. “Stormwater” means the same as Storm Water.
- Z Stormwater Discharge Associated with Industrial Activity. “Stormwater Discharge Associated with Industrial Activity” means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant or facility. The term does not include discharges from facilities or activities excluded from the MEPDES program under 38 MRSA 413. For the categories of industries identified in Table 2 and Appendices A –

AD, the term includes, but is not limited to, point sources stormwater discharges from the following areas: industrial plant yards; immediate access roads and rail lines used or travelled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at Chapter 525); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water.

AA Surface Water. "Surface Water" means for purposes of this General Permit, any river, stream, brook, freshwater wetland, coastal wetland, lake, pond or ocean including the marginal and high seas.

BB Unanticipated Bypass. "Unanticipated Bypass" means for purposes of this General Permit, an unanticipated bypass of stormwater discharge from the site that was originally intended to go through a structural control device to remove pollutants associated with an industrial activity from that stormwater discharge. An unanticipated bypass may include the over topping or complete bypass of a stormwater pond or structural stormwater collection system. All unanticipated bypasses must be reported to the Department according to Part VIII(M)(2) of the General Permit.

<b>Table 2. Sectors of Industrial Activity Covered By this General Permit</b>	
<b>SIC Code or Activity Code</b>	<b>Activity Represented</b>
<b>SECTOR A: TIMBER PRODUCTS</b>	
2411	Log Storage and Handling (Wet deck storage areas only authorized if no chemical additives are used in the spray water or applied to the logs)
2421	General Sawmills and Planning Mills
2426	Hardwood Dimension and Flooring Mills
2429	Special Product Sawmills, Not Elsewhere Classified
2431-2439 (except 2434)	Millwork, Veneer, Plywood, and Structural Wood (see Sector W)
2448, 2449	Wood Containers
2451, 2452	Wood Buildings and Mobile Homes
2491	Wood Preserving
2493	Reconstituted Wood Products
2499	Wood Products, Not Elsewhere Classified
<b>SECTOR B: PAPER AND ALLIED PRODUCTS</b>	
2611	Pulp Mills
2621	Paper Mills
2631	Paperboard Mills
2652-2657	Paperboard Containers and Boxes
2671-2679	Converted Paper and Paperboard Products, Except Containers and Boxes
<b>SECTOR C: CHEMICAL AND ALLIED PRODUCTS</b>	
2812-2819	Industrial Inorganic Chemicals
2821-2824	Plastics Materials and Synthetic Resins, Synthetic Rubber, Cellulosic and Other Manmade Fibers Except Glass
2833-2836	Medicinal chemicals and botanical products; pharmaceutical preparations, in vitro and in vivo diagnostic substances; biological products, except diagnostic substances
2841-2844	Soaps, Detergents, and Cleaning Preparations; Perfumes, Cosmetics, and Other Toilet Preparations
2851	Paints, Varnishes, Lacquers, Enamels, and Allied Products
2861-2869	Industrial Organic Chemicals
2873-2879	Agricultural Chemicals
2873	Facilities that Make Fertilizer Solely from Leather Scraps and Leather Dust
2891-2899	Miscellaneous Chemical Products
3952 (limited to list)	Complete list can be found in Sector C specific requirements
<b>SECTOR D: ASPHALT PAVING AND ROOFING MATERIALS AND LUBRICANTS</b>	
2951,2952	Asphalt Paving and Roofing Materials
2992,2999	Miscellaneous Products of Petroleum and Coal
<b>SECTOR E: GLASS, CEMENT, CLAY, CONCRETE, STONE,AND GYPSUM PRODUCTS</b>	
3211	Flat Glass

<b>Table 2. Sectors of Industrial Activity Covered By this General Permit</b>	
<b>SIC Code or Activity Code</b>	<b>Activity Represented</b>
3221,3229	Glass and Glassware, Pressed or Blown
3231	Glass Products Made of Purchased Glass
3241	Hydraulic Cement
3251-3259	Structural Clay Products
3261-3269	Pottery and Related Products
3271-3275	Concrete, Gypsum and Plaster Products
3281	Cut Stone and Cut Stone Products
3291-3299	Abrasive, Asbestos, and Miscellaneous Nonmetallic Mineral Products
<b>SECTOR F: PRIMARY METALS</b>	
3312-3317	Steel Works, Blast Furnaces, and Rolling and Finishing Mills
3321-3325	Iron and Steel Foundries
3331-3339	Primary Smelting and Refining of Nonferrous Metals
3341	Secondary Smelting and Refining of Nonferrous Metals
3351-3357	Rolling, Drawing, and Extruding of Nonferrous Metals
3363-3369	Nonferrous Foundries (Castings)
3398,3399	Miscellaneous Primary Metal Products
<b>SECTOR G: METAL MINING (ORE MINING AND DRESSING)</b>	
1011	Iron Ores
1021	Copper Ores
1031	Lead and Zinc Ores
1041,1044	Gold and Silver Ores
1061	Ferroalloy Ores, Except Vanadium
1081	Metal Mining Services
1094,1099	Miscellaneous Metal Ores
<b>SECTOR H: COAL MINES AND COAL MINING RELATED FACILITIES</b>	
1221-1241	Coal Mines and Coal Mining-Related Facilities
<b>SECTOR I: OIL AND GAS EXTRACTION AND REFINING</b>	
1311	Crude Petroleum and Natural Gas
1321	Natural Gas Liquids
1381-1389	Oil and Gas Field Services
2911	Petroleum Refineries
<b>SECTOR J: MINERAL MINING AND DRESSING</b>	
1411	Dimension Stone
1422-1429	Crushed and Broken Stone, Including Rip Rap
1442,1446	Sand and Gravel
1455,1459	Clay, Ceramic, and Refractory Materials
1474-1479	Chemical and Fertilizer Mineral Mining
1481	Nonmetallic Minerals Services, Except Fuels
1499	Miscellaneous Nonmetallic Minerals, Except Fuels

<b>Table 2. Sectors of Industrial Activity Covered By this General Permit</b>	
<b>SIC Code or Activity Code</b>	<b>Activity Represented</b>
<b>SECTOR K: HAZARDOUS WASTE TREATMENT, STORAGE, OR DISPOSAL FACILITIES</b>	
HZ	Hazardous Waste Treatment Storage or Disposal
<b>SECTOR L: LANDFILLS AND LAND APPLICATION SITES</b>	
LF	Landfills, Land Application Sites , and Open Dumps
<b>SECTOR M: AUTOMOBILE SALVAGE YARDS</b>	
5015	Automobile Salvage Yards
<b>SECTOR N: SCRAP RECYCLING FACILITIES</b>	
5093	Scrap Recycling Facilities
<b>SECTOR O: STEAM ELECTRIC GENERATING FACILITIES</b>	
SE	Steam Electric Generating Facilities
<b>SECTOR P: LAND TRANSPORTATION AND WAREHOUSING</b>	
4011,4013	Railroad Transportation
4111-4173	Local and Highway Passenger Transportation
4212-4231	Motor Freight Transportation and Warehousing
4311	United States Postal Service
5171	Petroleum Bulk Stations and Terminals
<b>SECTOR Q: WATER TRANSPORTATION</b>	
4412-4499	Water Transportation
<b>SECTOR R: SHIP AND BOAT BUILDING OR REPAIRING YARDS</b>	
3731, 3732	Ship and Boat Building or Repairing Yards
<b>SECTOR S: AIR TRANSPORTATION</b>	
4512-4581	Air Transportation Facilities
<b>SECTOR T: TREATMENT WORKS</b>	
TW	Treatment Works
<b>SECTOR U: FOOD AND KINDRED PRODUCTS</b>	
2011-2015	Meat Products
2021-2026	Dairy Products
2032	Canned, Frozen and Preserved Fruits, Vegetables and Food Specialties
2041-2048	Grain Mill Products
2051-2053	Bakery Products
2061-2068	Sugar and Confectionery Products
2074-2079	Fats and Oils
2082-2087	Beverages
2091-2099	Miscellaneous Food Preparations and Kindred Products
2111-2141	Tobacco Products
<b>SECTOR V: TEXTILE MILLS, APPAREL, AND OTHER FABRIC PRODUCT MANUFACTURING, LEATHER AND LEATHER PRODUCTS</b>	
2211-2299	Textile Mill Products

<b>Table 2. Sectors of Industrial Activity Covered By this General Permit</b>	
<b>SIC Code or Activity Code</b>	<b>Activity Represented</b>
2311-2399	Apparel and Other Finished Products Made From Fabrics and Similar Materials
3131-3199 (except 3111)	Leather and Leather Products, except Leather Tanning and Finishing (see Sector Z)
<b>SECTOR W: FURNITURE AND FIXTURES</b>	
2434	Wood Kitchen Cabinets
2511-2599	Furniture and Fixtures
<b>SECTOR X: PRINTING AND PUBLISHING</b>	
2711-2796	Printing, Publishing, and Allied Industries
<b>SECTOR Y: RUBBER, MISCELLANEOUS PLASTIC PRODUCTS, AND MISCELLANEOUS MANUFACTURING INDUSTRIES</b>	
3011	Tires and Inner Tubes
3021	Rubber and Plastics Footwear
3052, 3053	Gaskets, Packing, and Sealing Devices and Rubber and Plastics Hose and Belting
3061, 3069	Fabricated Rubber Products, Not Elsewhere Classified
3081-3089	Miscellaneous Plastics Products
3931	Musical Instruments
3942-3949	Dolls, Toys, Games and Sporting and Athletic Goods
3951-3955 (except 3952)	Pens, Pencils, and Other Artists' Materials
3961, 3965	Costume Jewelry, Costume Novelties, Buttons, and Miscellaneous Notions, Except Precious Metal
3991-3999	Miscellaneous Manufacturing Industries
<b>SECTOR Z: LEATHER TANNING AND FINISHING</b>	
3111	Leather Tanning and Finishing
<b>SECTOR AA: FABRICATED METAL PRODUCTS</b>	
3411-3499	Fabricated Metal Products, Except Machinery and Transportation Equipment
3911-3915	Jewelry, Silverware, and Plated Ware
<b>SECTOR AB: TRANSPORTATION EQUIPMENT, INDUSTRIAL OR COMMERCIAL MACHINERY</b>	
3511-3599 (except 3571-3579)	Industrial and Commercial Machinery (except Computer and Office Equipment) (see Sector AC)
3711-3799 (except 3731, 3732)	Transportation Equipment (except Ship and Boat Building and Repairing) (see Sector R)
<b>SECTOR AC: ELECTRONIC, ELECTRICAL, PHOTOGRAPHIC, AND OPTICAL GOODS</b>	
3571-3579	Computer and Office Equipment

<b>Table 2. Sectors of Industrial Activity Covered By this General Permit</b>	
<b>SIC Code or Activity Code</b>	<b>Activity Represented</b>
3612-3699	Electronic, Electrical Equipment and Components, except Computer Equipment
3812	Measuring, Analyzing and Controlling Instrument; Photographic and Optical Goods

**SECTOR AD: STORMWATER DISCHARGES DESIGNATED BY THE DEPARTMENT**

The Sector AD is used to provide permit coverage for facilities designated by the Department as needing a stormwater permit, and any discharges of stormwater associated with industrial activity that do not meet the description of an industrial activity covered by Sectors A-AC.

*Eligibility for Permit Coverage.* Because this Sector is primarily intended for use by discharges designated by the Department as needing a stormwater permit (which is an atypical circumstance), and the facility may or may not normally be discharging stormwater associated with industrial activity, you must obtain the Department’s written permission to use this permit prior to submitting an NOI. If you are authorized to use this permit, you will still be required to ensure that your discharges meet the basic eligibility provisions of this General Permit.

A complete list of SIC codes can be obtained from the internet at [http://www.osha.gov/pls/imis/sic\\_manual.html](http://www.osha.gov/pls/imis/sic_manual.html) or in paper from various locations in the document titled: “Handbook of Standard industrial Classifications”, Office of Management and Budget, 1987.

Appendix S

**Sector S - Air Transportation**

- A. Covered Stormwater Discharges. The requirements for Sector S apply to stormwater discharges associated with industrial activity from Air Transportation facilities as identified by the SIC Codes specified below.

<b>SECTOR S: AIR TRANSPORTATION</b>	
4512-4581	Air Transportation Facilities

- B. Limitations on Coverage. (See also Part I(E).) This General Permit does not authorize the following discharges: aircraft, ground vehicle, runway and equipment wash waters; and dry weather discharges of deicing chemicals **unless** the facility performs deicing in a location that includes a deicing recovery system. These discharges must be covered by a separate MEPDES permit.

Only those portions of the facility that are involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations or deicing operations are addressed in this Appendix.

- C. Special Conditions.

Hazardous Substances or Oil. Each individual permittee is required to report spills equal to or exceeding the reportable quantity (RQ) levels specified at 40 CFR 110, 117 and 302. See also 38 M.R.S.A. § 543, 550 and 1318-B. If an airport authority is the sole permittee, then the sum total of all spills at the airport must be assessed against the RQ. If the airport authority is a co-permittee with other operators at the airport, such as numerous different airlines, the assessed amount must be the summation of spills by each co-permittee. If separate, distinct individual permittees exist at the airport, then the amount spilled by each separate permittee shall be the assessed amount for the RQ determination.

- D. Additional SWPPP Requirements and Non-Numeric Technology Based Effluent Limits.

If an airport’s tenant has a SWPPP for discharges from their own areas of the airport, that SWPPP must be integrated with the plan for the entire airport. Tenants of the airport facility include air passenger or cargo companies, fixed based operators and other parties who have contracts with the airport authority to conduct business operations on airport property and whose operations result in stormwater discharges associated with industrial activity.

1. Site Map. (See also Part V(D)(3).) The permittee shall identify areas where any of the following may be exposed to stormwater: aircraft and runway deicing operations; fueling stations; aircraft, ground vehicle, equipment maintenance and cleaning areas; and, storage areas for aircraft, ground vehicles and equipment awaiting maintenance.

2. Potential Pollutant Sources and Exposed Materials. (See also Part V(D)(4).) The permittee must describe the following activities: aircraft, runway, ground vehicle, equipment maintenance and cleaning; aircraft and runway deicing operations. These areas may include apron and centralized aircraft deicing stations, runways, taxiways and ramps.

If the permittee uses deicing chemicals, the permittee shall maintain a record of the types (including the Material Safety Data Sheets [MSDS]) used and the monthly quantities, either as measured or, in the absence of metering, as estimated to the best of the facility's owner(s) or operator(s) knowledge. This includes all deicing chemicals, not just glycols and urea (e.g., potassium acetate), because large quantities of these other chemicals can still have an adverse impact on receiving waters. Tenants or other fixed-based operations that conduct deicing operations shall provide the above information to the airport authority for inclusion in any comprehensive airport SWPPPs.

Note: "deicing" will generally be used to imply both deicing (removing frost, snow or ice) and anti-icing (preventing accumulation of frost, snow or ice) activities, unless specific mention is made regarding anti-icing and/or deicing activities.

**Runway Deicing Operation.** Evaluate, at a minimum, whether over-application of deicing chemicals occurs by analyzing application rates and adjusting as necessary, consistent with considerations of flight safety. Also consider these BMP options (or their equivalents): metered application of chemicals; pre-wetting dry chemical constituents prior to application; installing a runway ice detection system; and, implementing anti-icing operations as a preventive measure against ice buildup.

**Aircraft Deicing Operations.** Determine whether excessive application of deicing chemicals occurs and adjust as necessary, consistent with considerations of flight safety. This evaluation must be carried out by the aircraft pilot. Consider using alternative deicing/anti-icing agents as well as containment measures for all applied chemicals. The permittee may consider BMP options (or their equivalents) for reducing deicing fluid use. Also consider using ice-detection systems and airport traffic flow strategies and departure slot allocation systems.

**Management of deicing.** Where deicing operations occur, describe and implement a program to control or manage contaminated runoff to reduce the amount of pollutants being discharged from the activity. Consider these BMP options or equivalents: a dedicated deicing facility with a runoff collection and recovery system; use vacuum collection trucks; store contaminated stormwater or deicing fluids in tanks and release controlled amounts to a publicly owned treatment works; collect contaminated runoff in a wet pond for biochemical decomposition (be aware of attracting wildlife that may prove hazardous to flight operations); and, direct runoff into vegetative swales or other infiltration measures. Also consider recovering deicing materials when these materials are applied during non-precipitation events (e.g., covering storm sewer inlets, using booms, installing absorptive interceptors in the drains, etc.) to prevent these

materials from later becoming a source of stormwater contamination. Used deicing fluid should be recycled whenever possible.

Source Reduction. Consider alternatives to the use of urea and glycol-based deicing chemicals to reduce the aggregate amount of deicing chemicals used and/or decrease environmental impact. Chemical options to replace ethylene glycol, propylene glycol and urea include: potassium acetate; magnesium acetate; calcium acetate; and, anhydrous sodium acetate.

3. Good Housekeeping Measures. (See also Part V(D)(9)(a).) Describe and implement measures to prevent or minimize the contamination of stormwater from all areas used for aircraft, ground vehicle and equipment maintenance (including the maintenance conducted on the terminal apron and in dedicated hangers). Consider the following practices or equivalents: perform maintenance activities indoors; maintain an organized inventory of material used in the maintenance areas; drain all parts of fluids prior to disposal; prevent the practice of hosing down the apron or hanger floor; use dry cleanup methods; and collect the or treat stormwater from the maintenance area.
  - a. Aircraft, Ground Vehicle and Equipment Cleaning Areas. Clean equipment only in the designated areas identified in the SWPPP and site map. Describe and implement measures that prevent or minimize the contamination of stormwater from cleaning areas.
  - b. Aircraft, Ground Vehicle and Equipment Storage Areas. Store all aircraft, ground vehicles and equipment awaiting maintenance in designated areas. Consider the following BMPs or equivalents: store aircraft and ground vehicles indoors; using drip pans for the collection of fluid leaks; and, perimeter drains, dikes or berms surrounding the storage areas.
4. Inspections. Specify the frequency of inspections in the SWPPP. During the deicing season, inspections must be conducted monthly for all areas and equipment used in the deicing operations. This includes all months during which deicing chemicals are used. The Department may specifically require the permittee to increase inspections and SWPPP reevaluations as necessary.

The permittee shall conduct one of the quarterly Site Compliance Evaluations (See also Part V(I).) during a qualifying rain event during the deicing season or within 30 days after deicing operations have ceased.

5. Material Containment. Maintain the vessels of stored materials (e.g., used oils, hydraulic fluids, spent solvents, and waste aircraft fuel) in good condition, to prevent or minimize contamination of stormwater. Also plainly label the vessels (e.g., "used oil," "Contaminated Jet A," etc.). Describe and implement measures that prevent or minimize contamination of stormwater from these areas. Consider the following BMPs or equivalents: store materials indoors; store waste materials in a centralized location; and, install berms or dikes around storage areas.

Airport Fuel System and Fueling Areas. Describe and implement measures to prevent or minimize the discharge of fuel to the storm sewer or surface waters resulting from fuel servicing activities or other operations conducted in support of the airport fuel system. Consider the following BMPs or equivalents: implement spill and overflow practices (e.g., placing absorptive materials beneath aircraft during fueling operations); using dry cleanup methods; and, collect contaminated stormwater.

- E. Visual Monitoring Requirements. (See also Part VI.) Visual monitoring must be conducted quarterly during a qualifying storm event. Collect a grab sample for visual monitoring analysis from each outfall that has an associated industrial activity within the outfall's drainage area. The outfall(s) must be sampled quarterly unless the facility has representative outfalls.

Visual monitoring requirements are waived if the facility is in compliance with and can demonstrate participation in the implementation of an established Department Approved Watershed Management Plan; or if the facility is conducting Benchmark, Impaired Waters sampling and analysis, or Numeric Monitoring for Total Suspended Solids (TSS). Visual monitoring is only waived for the outfall(s) associated with Numeric Monitoring. The permittee shall conduct quarterly visual monitoring at outfalls that do not require Numeric Monitoring.

**Visual monitoring must be resumed if Benchmark Monitoring, Numeric Monitoring or Impaired Waters sampling is ceased.**

## APPENDIX D

### SWPPP Corrective Action Log



# Maine's Multi-Sector General Permit

## Corrective Action Report (C.A.R)

### A. General Information

<b>Facility Name:</b>				
<b>Permit Number:</b>				
<b>Contact Person:</b>			<b>Title:</b>	
<b>Phone:</b>		<b>Ext:</b>		<b>Email:</b>
<b>C.A.R Date:</b>				
<b>Site Inspection or Site Compliance Evaluation Date:</b>				

### B. Report Information

**If a non-structural BMP is found to be deficient, this form must be kept in the facility's SWPPP.**

<b>Is there a structural or non-structural BMP deficiency?</b>	<input type="checkbox"/> <b>Structural</b>	<input type="checkbox"/> <b>Non-Structural</b>	<input type="checkbox"/> <b>Both</b>
----------------------------------------------------------------	--------------------------------------------	------------------------------------------------	--------------------------------------

**If non-structural BMP deficiencies are identified please use the table below (See Section C for Structural):**

Non-structural BMP	Location	Deficiency	Corrective Actions (Start and Stop Dates)	SWPPP Modifications

**C. If structural BMP deficiencies are identified please complete the following information:**

If a structural BMP is found to be deficient, excluding routine maintenance, this report must be kept with the facility's SWPPP and you must notify the regional stormwater inspector within (14) business days by phone, email, or USPS. If a non-structural BMP is found to be deficient, this form must be kept in the facility's SWPPP.

Description of BMP and the deficiency: (Please include the reason for the deficiency) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Location of BMP: \_\_\_\_\_

Description of planned corrective actions including any temporary BMPs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Are other Department licenses or permits required? Yes      No

If so what, and have they been obtained? \_\_\_\_\_

\_\_\_\_\_

Date of construction or completion of corrective action: \_\_\_\_\_

Date of SWPPP modifications: \_\_\_\_\_

**Note:** If existing structural BMPs require modification or if additional structural BMPs are necessary, implementation must be completed before the next anticipated storm event to the greatest extent practicable, but not more than twelve (12) weeks after discovery of the deficiency unless otherwise authorized by the Department. Temporary BMPs must be implemented as soon as practicable after the Site Compliance Evaluation or site inspection is complete.

Signature of Responsible Official: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and compete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowingly violating the law.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## APPENDIX E

### SWPPP Amendment Log



## APPENDIX F

TDML Summary: Mere Brook



## TMDL Assessment Summary

# Mere Brook *a.k.a. Mare Brook*

### Watershed Description

This TMDL assessment summary applies to the entire 8-mile length of Mere Brook located in the City of Brunswick, Maine. Mere Brook begins in a wetland area near Matthew Drive. The stream crosses Bettina Lane and flows southeast through a small forested area. Just below Seahawk Avenue, Mere Brook continues underground for approximately 1 mile, as it flows through the Brunswick Naval Complex, emerging near Swampy Brook. Mere Brook then flows east through a wetland, eventually emptying into Harpswell Cove. The Mere Brook watershed covers approximately 3,648 acres in the City of Brunswick.

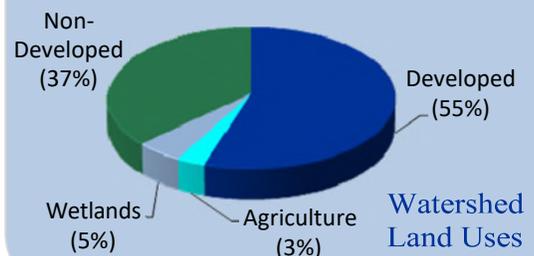
- Stormwater runoff from impervious cover (IC) is likely the largest source of pollution to Mere Brook. Stormwater falling on roads, roofs and parking lots in developed areas flows quickly off impervious surfaces, carrying dirt, oils, metals, and other pollutants, and sending high volumes of flow to the nearest section of the stream.
- Most of the Mere Brook watershed is developed (55%), particularly in the northeastern portion of the watershed near the intersection of Orion Street and Seahawk Avenue. The majority of this development is classified as high-intensity development or developed open space.
- Brunswick Naval Complex is located in the center of the Mere Brook watershed.
- Wetlands and woodlands near the headwaters and the mouth of Mere Brook absorb and filter stormwater pollutants, and help protect both water quality in the stream and stream channel stability.
- Mere Brook is currently on Maine's list of Urban Impaired Streams.

### Definitions

- TMDL is an acronym for Total Maximum Daily Load, representing the total amount of a pollutant that a water body can receive and still meet water quality standards.
- Impervious cover refers to landscape surfaces (e.g. roads, sidewalks, driveways, parking lots, and rooftops) that no longer absorb rain and may direct large volumes of stormwater runoff into the stream.

### Waterbody Facts

- Segment ID: ME0106000106\_602R02
- City: Brunswick, ME
- County: Cumberland
- Impaired Segment Length: 8 miles
- Classification: Class B
- Direct Watershed: 5.7 m<sup>2</sup> (3,648 acres)
- Watershed Impervious Cover: 21%
- Major Drainage Basin: Presumpscot River and Casco Bay Watershed



### Why is a TMDL Assessment Needed?

Mere Brook, a Class B freshwater stream, has been assessed by DEP as not meeting water quality standards for aquatic life use and has been listed on the 303(d) list of impaired waters. The Clean Water Act requires that all 303(d)-listed waters undergo a TMDL assessment that describes the impairments and establishes a target to guide the measures needed to restore water quality. The goal is for all waterbodies to comply with state water quality standards.



*Mere Brook downstream of S-144.  
(Photo: DEP Biomonitoring Program)*

The impervious cover TMDL assessment for Mere Brook addresses water quality impairments to aquatic life use (based on stream habitat and benthic macroinvertebrate assessments). These impairments are associated with a variety of pollutants in urban stormwater as well as erosion, habitat loss and unstable stream banks caused by excessive amounts of runoff.

### Sampling Results & Pollutant Sources

DEP makes aquatic life use determinations using a statistical model that incorporates 30 variables of data collected from rivers and streams, including the richness and abundance of streambed organisms, to determine the probability of a sample meeting Class A, B, or C conditions. Biologists use the model results and supporting information to determine if samples comply with standards of the class assigned to the stream or river (Davies and Tsomides, 2002).

Mere Brook has benthic-macroinvertebrate data collected by DEP in 2000-2003 at four sampling stations (S-143, S-144, S-331, and S-457). Data collected at these stations indicate Class B Mere Brook meets the lower Class C criteria or is “non attaining” (NA), meaning it does not meet Class A, B, or C conditions on different sample dates.

### Impervious Cover Analysis

Increasing the percentage of impervious cover (%IC) in a watershed is linked to decreasing stream health (CWP, 2003). Because Mere Brook’s impairment is not caused by a single pollutant, %IC is used for this TMDL to represent the mix of pollutants and other impacts associated with excessive stormwater runoff. The

Sampling Station	Sample Date	Statutory Class	Model Results
S-143	9/11/2000	B	C
S-143	8/7/2001	B	C
S-143	8/24/2001	B	C
S-143	8/14/2003	B	NA
S-143	9/30/2003	B	NA
S-144	9/11/2000	B	NA
S-144	8/7/2001	B	NA
S-144	8/24/2001	B	NA
S-144	9/30/2003	B	NA
S-331	9/11/2000	B	NA
S-331	8/7/2001	B	C
S-331	7/31/2002	B	C
S-457	9/11/2000	B	NA
S-457	8/7/2001	B	C
S-457	7/31/2002	B	NA
S-457	8/14/2003	B	NA
S-457	9/30/2003	B	NA

Mere Brook watershed has an impervious surface area of 21% (Figure 1). DEP has found that in order to support Class B aquatic life use, the Mere Brook watershed may require the characteristics of a watershed

with 8% impervious cover. This WLA & LA target is intended to guide the application of

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Best Management Practices (BMP) and Low Impact Development (LID) techniques to reduce the *impact* of impervious surfaces. Ultimate success of the TMDL will be Mere Brook's compliance with Maine's water quality criteria for aquatic life.

*8% IC represents an approximate 62% reduction in stormwater runoff volume and associated pollutants when compared to existing pollutant loads.*

*Impervious Cover GIS Calculations*

*The Impervious Cover Calculations are based on analysis of GIS coverage's presented in Figure 1. These maps were derived from a detailed field assessment conducted by DEP Staff, as described in the TMDL.*

Next Steps

Because Mere Brook is an impaired water, stormwater runoff in the watershed should be considered during the development of a watershed management plan to:

- Encourage greater citizen involvement through the development of a watershed coalition to ensure the long term protection of Mere Brook;
- Address existing stormwater problems in the Mere Brook watershed by installing structural and applying non-structural best management practices (BMPs); and
- Prevent future degradation of Mere Brook through the development and/or strengthening of local stormwater control ordinances.

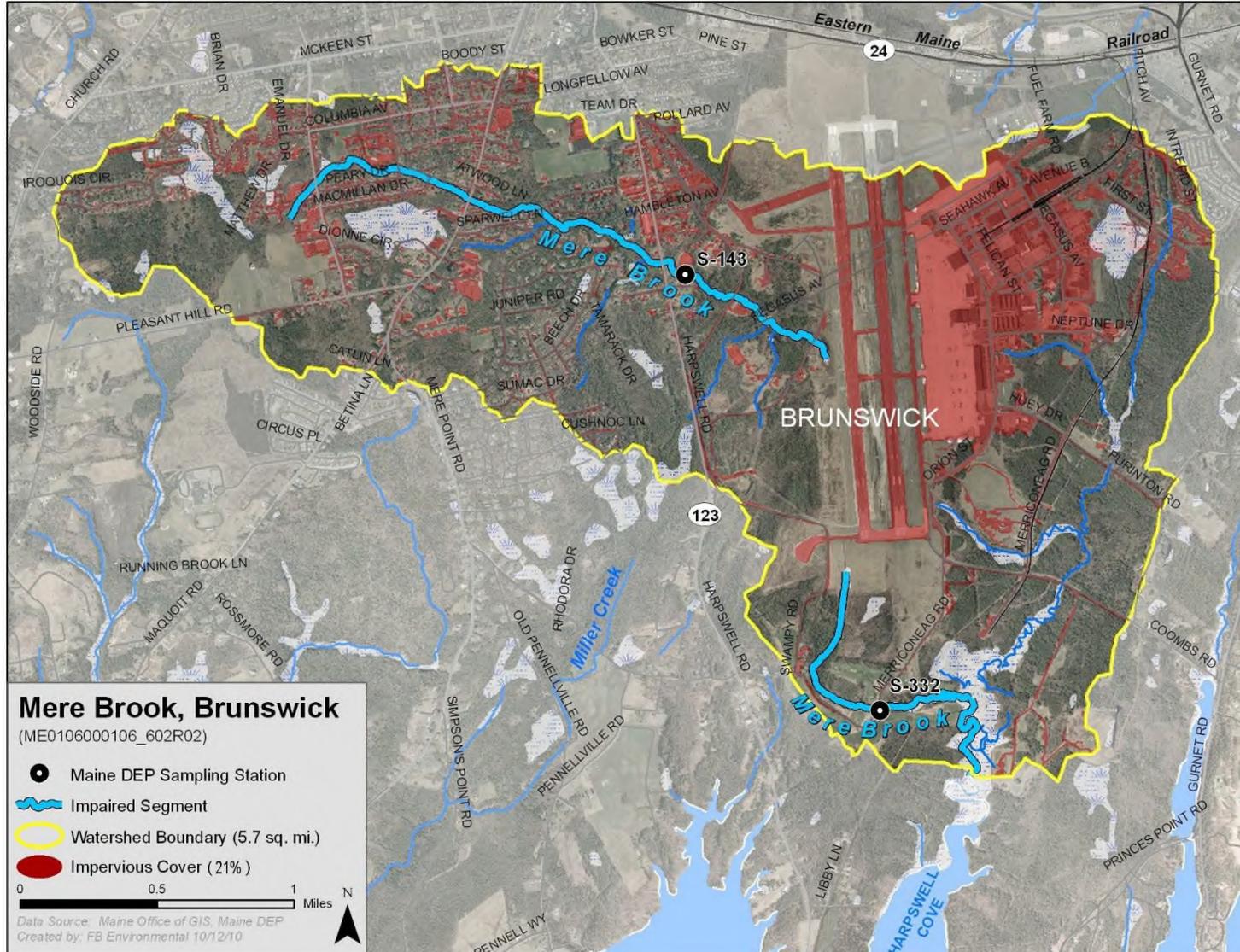


Figure 1: Map of Mere Brook watershed impervious cover.

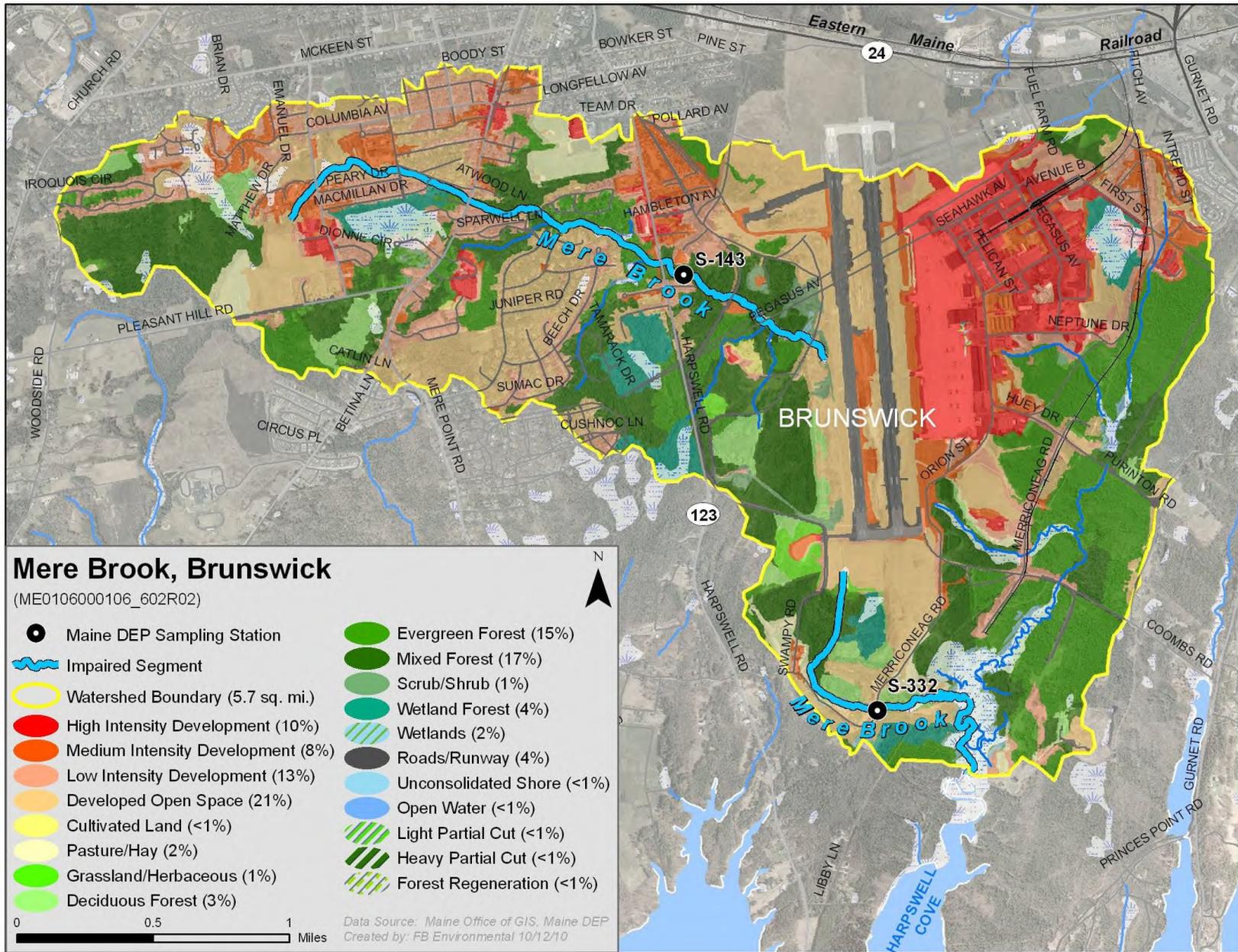


Figure 2: Map of Mere Brook watershed land cover.

## References

Center for Watershed Protection (CWP). 2003. Impacts of Impervious Cover on Aquatic Systems. Watershed Protection Research Monograph No. 1. Center for Watershed Protection, Ellicott City, MD. 142 pp.

Davies, Susan P. and Leonidas Tsomides. 2002. Methods for Biological Sampling and Analysis of Maine's Rivers and Streams. Maine Department of Environmental Protection. Revised August, 2002. DEP LW0387-B2002.

Maine Department of Environmental Protection (DEP). 2010. Assessment Database Detail Report for Mere Brook. Bureau of Land and Water Quality, Augusta, ME.

October 22, 2019

Mr. Paul Burgio  
Department of Navy  
Base Realignment and Closure PMO – Northeast  
4911 South Broad Street  
Philadelphia, Pennsylvania 19112

Subject: Final Sediment Feasibility Study

Dear Paul:

I am writing on behalf of the Midcoast Regional Redevelopment Authority to express our concern with the study and remediation approach on historical contamination in the four stormwater ponds designed to handle stormwater flow and treatment of contaminants.

It is our understanding that Navy is proposing to only remediate the contaminated sediment in the four-stormwater retention and treatment ponds once and would then consider the job complete. While the entire property had been evaluated through the Environmental Impact Statement and subsequent environmental surveys (including groundwater surveys) in completing a Finding of Suitability for transfer for each of the properties that have been transferred to date (approximately 90% of the former base property), and developing its various records of decisions ROD's, there continues to be some areas of the property that are impacted by the known CERCLA regulated and other emerging contaminants (PFOS and PFOA), which are currently being evaluated by the Environmental Protection Agency and the Maine Department of Environmental Protection.

Based upon the above, as part of the proposed ROD, MRRA requests that following the proposed clean-up of the ponds, the Navy continue to monitor the stormwater systems and stormwater ponds for contaminants that are a residue of the Navy activities and take appropriate remedial action to remove the contaminant impacting public health or a natural resource.

Thank you for your consideration.

Sincerely,

  
Jeffrey K. Jordan  
Deputy Director

cc. Steve Levesque, Executive Director  
MRRA Board of Trustees  
John Eldridge, Town Manager, Town of Brunswick

Todd Bober, Dept. of the Navy, Base Realign. & Closure PMO-NE  
Mike Daly, USEPA Region#1  
Iver McLeod, MEDEP  
Finn Whiting, MEDEP  
Matt Panfil, Dir. of Planning, Town of Brunswick  
Jared Woolston, Brunswick Planning Office.  
Suzanne Johnson, RAB Co-Chair  
Jerry Reid, Commissioner Maine Dept. of Environmental Protection

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September 28, 2020

Ms. Melanie Loyzim  
Acting Commissioner  
Maine Department of Environmental Protection  
17 State House Station  
Augusta, Maine 04333-0017

Subject: Picnic Pond & Brunswick Landing Stormwater Restoration

Dear Commissioner Loyzim,

Of behalf of the Midcoast Regional Redevelopment Authority (MRRA), we would like to propose a partnership with the Maine Department of Environmental Protection (MEDEP), the Town of Brunswick (Town) and other local, state and federal stakeholders in exploring the feasibility of developing a plan for the restoration of the Picnic Pond stormwater retention system and the re-engineering of the Brunswick Landing stormwater distribution system. As you are aware, there is a significant public interest in remediating all environmental contamination at the former Navy base, eliminating future runoff contamination into the Mare Brook impaired stream and Harpswell Cove and in restoring the “on-base” streams to pre-base ecological conditions.

## Background

### The Picnic Pond System

A portion of stormwater runoff from the former Naval Air Station Brunswick (now Brunswick Landing) drains into the “Picnic Pond System”, which flows into Mare Brook, an Urban Impaired Stream and eventually into Harpswell Cove. This system consists of four interconnected water bodies used to channel and control stormwater drainage on the property from several natural streams (see Attachment A). The Picnic Pond dam was built in 1954, when the sewer and stormwater systems on the base were separated. In 1997, dikes were constructed to create three other impoundment ponds. The US Navy still has ownership of the Picnic Pond System and adjacent properties.

When the Navy base was operational, this system captured more than 80% of the stormwater discharged from the industrial portions of the base. Currently, captured stormwater to the system comes from the same area of the former base. However, the current runoff has been significantly reduced due to several factors, including, but not limited to less airport operations and industrial activities on the property, as well as a significant reduction in impervious surfaces. In addition, since the early 2000's, potential stormwater impacts related to new development are managed and minimized through compliance with the MEDEP stormwater program.



With that being said, the Picnic Pond System is the subject of federal actions under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as the national Superfund Law, for the investigation and remediation of various contaminants resulting from discharges associated with the Navy's historical usage of the property. A Record of Decision is being prepared documenting the agreed-upon necessary remediation actions and the Navy is planning on commencing clean-up of the Picnic Ponds in 2021.

### MRRA Stormwater Collection and Distribution System

Upon closure of the Navy base in 2011, the majority of the stormwater infrastructure transferred to MRRA. Since these conveyances, and as part of its long-term capital improvement program, MRRA is in the process of upgrading all of the former Navy infrastructure it inherited, including the electric, wastewater, water, roads and stormwater systems on the former base. MRRA has expended over \$4.5 million to date in making these improvements. In 2019, MRRA completed a physical survey of the stormwater systems on the airport property and has made a number of improvements. MRRA is currently in the process of physically examining the remainder of the off-airport system that discharges into the Picnic Pond system. Similar to the other infrastructural improvements it has undertaken over the past nine years, MRRA will seek funding to make the necessary repairs.

Based upon numerous environmental assessments and studies conducted by the Navy over the years, the MRRA owned stormwater system does not appear to contain any CERCLA Contaminants of Concern. If they do appear in any area of the former base, the Navy does have the legal responsibility to take appropriate remedial actions, if those contaminants are associated with their historical activities.

### PFAS Management and Investigation

While PFAS substances are not considered CERCLA contaminants, the Navy is managing them on Brunswick Landing, as if they were. This is evidenced by the Navy's willingness to incorporate best available technologies into its existing groundwater treatment facility to treat PFAS and development of a model protocol for the handling and treatment of contaminated groundwater, when encountered during construction activities. In addition, based upon the discovery of PFAS substances in certain areas of the former base, the Navy plans to conduct a comprehensive "base wide" PFAS Remedial Investigation and evaluate the potential for transport of those substances through MRRA's stormwater distribution system.

### MARE Brook Watershed Plan

The Town of Brunswick is currently leading an effort to develop a plan for the Mare Brook Watershed. Mare Brook is an Urban Impaired Stream that begins and runs through the





developed areas of the Town of Brunswick and a portion of Brunswick Landing. MRRA actively participates in this watershed planning effort.

## Restoration Opportunity

Given the significant local public interest and extensive dialogue regarding the legacy stormwater management system associated with the former Navy base, and the strong desire to restore the ecological values of the Mare Brook Watershed to pre-base conditions, we believe there may be an opportunity to evaluate and develop a model plan that will result in the complete environmental restoration of the Picnic Pond Drainage System and re-engineering of the Brunswick Landing stormwater distribution and management systems.

To achieve this effort, MRRA proposes a partnership with the Town of Brunswick, and the Maine Departments of Environmental Protection and Inland Fisheries & Wildlife to develop and implement this restoration and re-engineering effort. Key local, state and federal stakeholders would also be invited to participate in this effort. It is envisioned that this effort would involve several phases (all of which would require funding), as follows:

1. Development of the waterway restoration plan
2. Design of re-engineered MRRA distribution system
3. Design of new land-side stormwater treatment and management facilities
4. Develop implementation strategy and action plan, including funding plan
5. Implement the program

Thank you for considering this important proposal. We believe such an effort can provide a demonstration of how we can work together in Maine to couple a significant economic development initiative with an innovative environmental remediation and restoration program (from a Navy Base to a great new place.), which could serve as a model for similar larger scale activities in the State.

Please let me know how we can proceed.

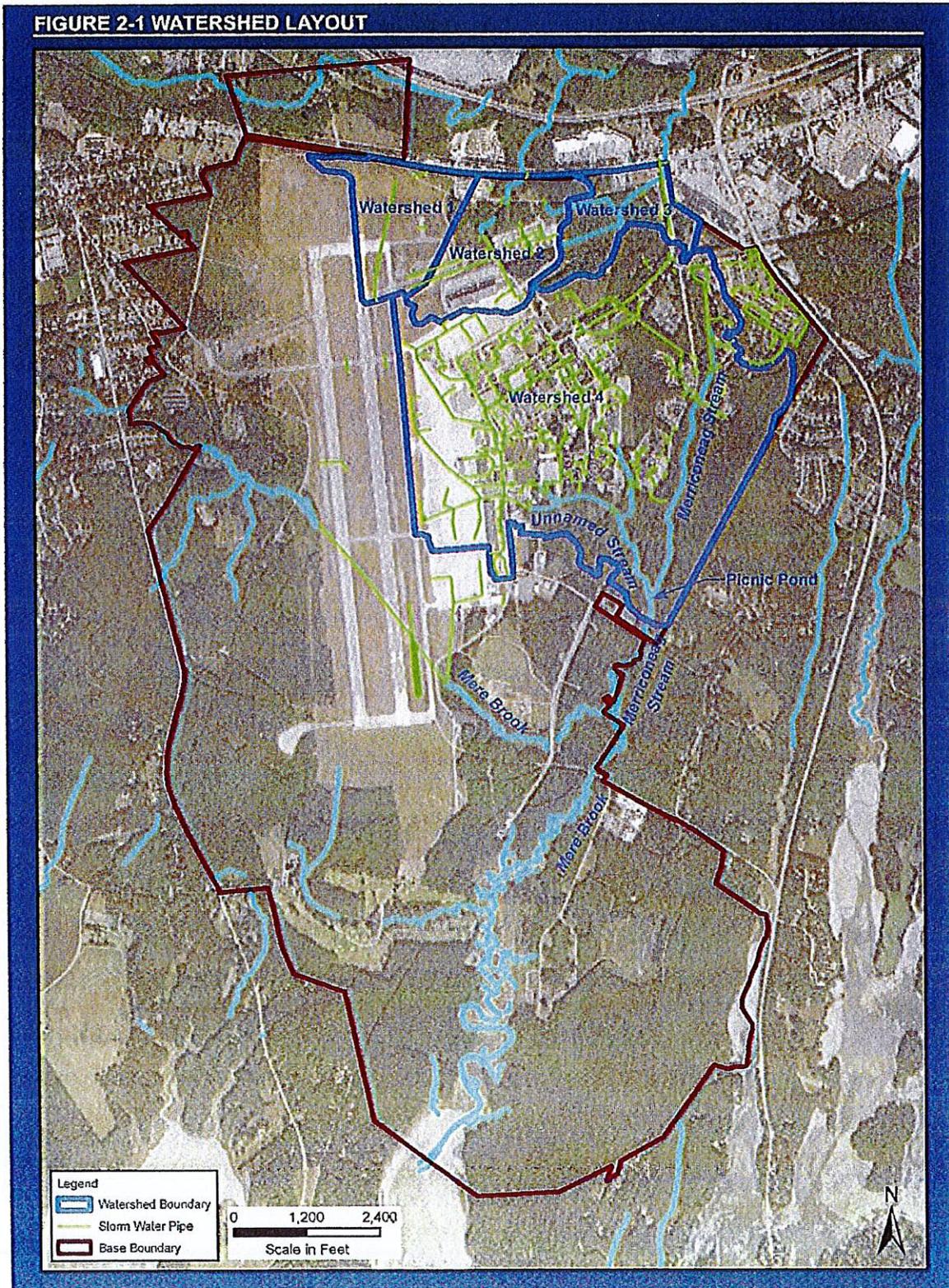
Sincerely,

  
Steven H Levesque  
Executive Director

cc: John Eldridge, Brunswick Town Manager  
MRRA Board of Trustees



FIGURE 2-1 WATERSHED LAYOUT





Kristine Logan  
Executive Director, MRRA  
15 Terminal Rd  
Brunswick, ME 04011

February 1, 2023

Thuane Fielding  
Base Closure Manager  
Department of the Navy BRAC Program Management Office East  
203 S. Davis Drive, Bldg. 247, Joint Base Charleston, SC, 29404

Subject: Navy Covenant Agreement with MRRA

Dear Ms. Fielding,

As you are aware, the Midcoast Regional Redevelopment Authority (MRRA) has a Covenant Agreement with the Navy to pay twenty five percent (25%) of land sales and lease revenue to the Navy to cover the cost of property acquisition. Over the past year, the contamination of PFOS and PFOA in the soil and water on the Brunswick Landing, has caused development efforts to slow down and in several incidences, come to a complete halt. There are solutions to the PFAS issues that would allow development to continue, but they are costly. If MRRA had the financial resources to contribute to the required remediation efforts that arise during development, projects could continue in a safe manner. MRRA is respectfully requesting that the Navy authorize the annual Navy Covenant Agreement payment be used toward the clean-up, management, or study of PFOS and PFOA issues at Brunswick Landing.

Last year, MRRA made a payment to the Navy of \$278,082 as part of the Covenant Agreement and anticipates a payment for FY 2023 of around \$418,000. With the expectation of a slowdown in property transfers over the next several years due to the anticipated requirements of PFAS cleanup, MRRA predicts future annual payments to be around \$150,000 to \$200,000. This is likely not significant money to the Navy, but it can make a huge impact when applied to projects that are on hold because of a lack of funding to address issues that arise due to the discovery of soils or ground water containing high levels of PFOS. For instance, current improvements are underway to upgrade a sewer pump station here on the Brunswick Landing that serves over 200 customers. The project has been halted due to encountering contaminated ground water by PFOS in amounts that exceed the current capacity of the on-site filtering system. The cost to remedy the problem, and allow the project to be completed, is \$97,000. No one has those additional, unanticipated funds needed to complete the project.

As we are all aware, PFOS and PFOA are highly persistent, toxic chemicals that have contaminated soil and water in many communities. These chemicals are associated with a range of adverse health effects, including cancer, hormone disruption, developmental and reproductive problems, and immune system damage. As development continues on the Brunswick Landing, the presence of PFOS and PFOA in the soil and water creates the need for significant mitigation practices to be put into place to protect the risks to public health, particularly for those who live and work in the affected area or use the waters where contaminated water might migrate to. Having funding readily available to address issues as they arise allows MRRA to stay ahead of PFAS issues and redevelopment of the former Naval Air Station to continue.

### ***Impact on the Community***

The contamination of PFOS and PFOA has had a significant impact on the community as well as the local economy. Cleaning up the contamination is essential to protect public health and restore the environment, but it is also a necessary step towards revitalizing the local economy and improving the quality of life for residents.

Re-directing funds from MRRA's payments to the Navy would allow the organization to address the critical issue of PFOS and PFOA contamination. Ceasing these payments would provide MRRA with the necessary funds to invest in cleanup of the soil and water, mitigation efforts needed to continue projects, and to begin the process of restoring the environment and protecting public health. As a result, MRRA would be able to make a meaningful impact on the community and demonstrate its commitment to the health and well-being of community members.

In conclusion, the contamination of PFOS and PFOA in the soil and water presents a serious threat to public health and the environment. MRRA is requesting that the Navy authorize the cessation of payments to the Navy under the Navy Covenant Agreement and allow MRRA to redirect these funds towards the clean-up of PFOS and PFOA. This is a necessary step towards protecting public health, revitalizing the local economy, and improving the quality of life for residents. By addressing this critical issue, MRRA and the Navy, can demonstrate its commitment to the community and work towards a more effective cleanup process and continued future development for all of Brunswick Landing.

Sincerely,

*Kristine Logan*

Kristine Logan  
Executive Director

**LEASE**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

**to**

**PRECISION AIR, INC.**

**Premises:  
74 Orion Street,  
Brunswick, Maine 04011**

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**Dated: August 8, 2019**

## **LEASE**

THIS AGREEMENT OF LEASE is made this 8th day of August, 2019, by and between **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine ("Landlord"), and **PRECISION AIR, INC.**, a South Carolina corporation ("Tenant").

### **ARTICLE 1. PREMISES**

**1.1.** In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises designated as of the date of this Lease consisting of the following, all subject to such rules and regulations as Landlord may provide in accordance with the provisions of this Lease: A 43,417 square foot building known as former Hangar 4, located at 74 Orion Street, Brunswick, Maine 04011, on attached **Exhibit A** (the "Premises").

### **ARTICLE 2. ACCESS AND PARKING**

**2.1.** Tenant shall have the right to use the streets of Brunswick Landing to access the Premises from the public roads. Landlord shall provide parking in common with others. Access to and egress from the Premises shall be provided in a manner prescribed by Landlord, and Tenant and its invitees and visitors shall at all times enter and exit the Premises in the manner so prescribed.

### **ARTICLE 3. TERM/EXTENSION**

**3.1.** The term of this Lease (the "Term") shall commence on September 1, 2019 (the "Occupancy Date") and shall terminate at 12:00 o'clock midnight, local time on the last day of the calendar month which completes six (6) months of tenancy hereunder following the Occupancy Date (the "Termination Date"). The "Rent Commencement Date" shall be September 1, 2019.

**3.2.** If delivery of possession of the Premises shall be delayed through no fault of Landlord, Landlord shall not be liable to Tenant for any damages or losses resulting from such delay; and Tenant's obligation to pay Rent, (unless such delay is due to Tenant) shall be suspended and abated until the date of the next payment of Rent otherwise scheduled to be payable following the Occupancy Date. In the event of such a delay, it is understood and agreed that the Termination Date shall be correspondingly extended.

**3.3.** Provided Tenant is not then in default, Tenant, with two (2) months prior written notice to Landlord, may extend the Initial Term hereof on the same terms herein, except for Rent, for a term of five (5) additional, consecutive year(s) (the "Renewal Term").

## ARTICLE 4. RENT

**4.1.** With the exception of cleaning and trash removal for the common areas (corridors and restrooms), the annual Rent for the Premises shall include Operational Expenses as defined in Article 5. Tenant hereby covenants and agrees to pay to Landlord as rent for the Premises (all of which is collectively referred to as "Rent") all of the following:

**4.1.a.** An annual rent ("Rent") for the Premises shall commence at sixteen thousand two hundred eighty-one thousand dollars and thirty-eight cents (\$16,281.38) per month (\$4.50 per square foot), increased each lease year by three percent (3%). Notwithstanding the foregoing, the installment of Rent payable for the first full calendar month of the Term (and if the Term commences on a day other than the first day of a calendar month, that portion of Rent which is payable for such month) shall be due and payable on the execution of this Lease.

**4.2.** Rent and all Operational Expenses as defined in Article 5 and as set forth in this Lease shall be paid promptly when due, in cash or by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason whatsoever, payable to Landlord, and delivered to Landlord at its offices at the address as stated in this Lease or to such other person and place as may be designated by notice in writing from Landlord to Tenant from time to time. If Tenant shall present to Landlord more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Landlord may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check, in addition to any charges incurred by Landlord in collecting the dishonored checks.

**4.3.** It is agreed by Landlord and Tenant that no Rent for the use, occupancy or utilization of the Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Premises, and Tenant further agrees that it will not enter into any sublease, license, concession or other agreement for any use, occupancy or utilization of the Premises which provides for rent or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Premises so leased, used, occupied or utilized, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Landlord's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Landlord in accordance with the provisions of this Lease. Tenant has the right to sublease all or part of the Premises to any of Tenant's subsidiaries or affiliates, with the approval of Landlord, which approval may not be unreasonably withheld.

**4.4.** In addition to the other remedies for nonpayment of Rent, and other charges or fees set forth in this Lease notwithstanding, any installment of Rent and/or adjusted charges or fees which are not paid within ten (10) days after the due date shall be subject, at Landlord's option each month, to a late charge equal to five percent (5%) of the amount due. Any installment of Rent, Operational Expenses, or other charges and fees not paid within thirty (30) days from the date due shall accrue interest at the rate of four percent (4%) higher than the rate

announced by Bath Savings Institution, Bath, Maine (or its successor) from time to time as its prime rate (the "Prime Rate") (but in no event higher than the maximum rate allowed by law) until paid in full.

**4.5.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other rights and remedies provided in this Lease.

**4.6.** Upon the execution of this Lease, Tenant shall pay the sum of \$16,281.38, which is the equivalent of one month's rent and shall be held in escrow as a Security Deposit. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within sixty (60) days after the date Tenant surrenders possession of the Premises and provides a written notice to Landlord of its forwarding address. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**4.7.** On each annual anniversary date, the leased space shall be increased by 3%.

## ARTICLE 5. OPERATIONAL EXPENSES

### 5.1. GENERAL

**5.1.a.** Operational Expenses are included in the Rent with the exception of cleaning and trash removal for the Premises and for the common areas (i.e., corridors and restrooms), and property taxes, should they become applicable. The term "Operational Expenses" shall mean any and all expenses incurred in connection with the furnishing of utilities, maintenance and repairs (including snow removal), and building insurance relating to the Premises. Landlord shall proportionally divide the cost and invoice Tenant for its share of the cost of all trash removal and janitorial services for the common areas; however, Tenant is solely responsible for the cost of all trash removal and janitorial services for the Premises.

### 5.2. Utilities

**5.2.a.** The Tenant has the right to use the existing utility infrastructure of the Brunswick Landing in order to service telephone and internet needs of the Premises. Tenant shall be responsible for contracting for and making direct payment to telephone and internet providers to service the Premises.

**5.2.b.** If any curtailment or suspension of utilities to the Premises results from the negligence or willful misconduct of Landlord, its employees, agents or contractors, and such curtailment or suspension prohibits Tenant from conducting business in the Premises for more than two (2) business days after notice to Landlord of such curtailment or suspension, Rent shall abate until such curtailment or suspension is resolved.

### 5.3. Taxes

**5.3.a.** Tenant is responsible for any Personal Property taxes levied or imposed by the Town of Brunswick.

**5.3.b.** If the leased space becomes subject to Real Property Taxes as a non-aeronautical use during any Term of this Lease, and Tenant does not terminate the Lease by providing ninety (90) days' written notice to Landlord, then Tenant shall be responsible for the Real Estate Taxes. If Property Taxes are imposed on Landlord's property by the Town of Brunswick as a result of Tenant's use of the Premises, or other determination with respect to the Premises, on or as of such date (or on or as of such later date), Tenant shall pay its pro rata share of the Premises' Property Taxes (together with any interest and penalties thereon) imposed on Landlord's property as a result thereof for the entire municipal tax year with which respect to which April 1, 2019 (or such later valuation date corresponding to a subsequent tax year) is the valuation date. Annual taxes shall be invoiced monthly. Tenant acknowledges that this payment obligation may result in Tenant paying additional operating expenses on account of Property Taxes corresponding to a

period that extends beyond the termination of Tenant's right to occupy the Premises and the term of this Lease shall not be extended as a result of such payment obligation.

## **ARTICLE 6. USE OF PREMISES**

**6.1.** Tenant covenants to use the Premises exclusively as aviation-related professional office space. There shall be no outside storage or yarding of equipment or supplies other than motor vehicles used in the conduct of business. Tenant, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Tenant's business within the Premises and to obtain all licenses, permits and the like required to permit Tenant to occupy the Premises. Landlord acknowledges that Tenant's use of the Premises includes meetings and training workshops with members of the public on a frequent basis.

**6.2.** Tenant accepts the Premises from Landlord in "as is" condition, except to the extent specifically provided elsewhere in this Lease. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Landlord or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein other than as specifically permitted under this Lease, without the prior written consent of Landlord.

**6.3.** Tenant shall be responsible for all governmental and other permits and approvals required for the operation of Tenant's business and/or conduct of the activities at the Premises, and Tenant shall diligently pursue such permits and approvals. In the event that Tenant shall fail to receive approvals and permits necessary to conduct substantially all of such activities, Tenant may terminate this Lease prior to the Occupancy Date without further obligation to Landlord.

## **ARTICLE 7. REPAIRS AND MAINTENANCE**

**7.1.** Subject to the provisions hereinafter contained with regard to damage by fire or other casualty, and subject to ordinary wear and tear, Tenant agrees to maintain the Premises in good order and repair during the Terms unless damage thereto shall have been caused by the act or neglect of Landlord, its agents, employees, contractors or invitees, in which case, the same shall be required by and at the expense of Landlord.

**7.2.** Tenant shall keep the Premises and improvements in good and substantial order and repair at the sole cost and expense of Tenant, and shall make all repairs, renewals, and replacements necessary to that end, ordinary or extraordinary, expected or unexpected, except for repairs expressly required to be made by Landlord as hereinafter provided. Tenant shall also be responsible for the cost of making any repairs or replacements to, or within, the Building if the need therefore is caused by the negligent or willful act or omission of Tenant, its agents, employees, officers, contractors, invitees, or any other person or entity acting for or under Tenant. If Tenant fails to make such repairs promptly, Landlord, at its option, may make such

repairs after Landlord gives reasonable written notice to Tenant of Landlord's intent to make such repairs and need to access the Premises to conduct repairs. Landlord shall accommodate any reasonable scheduling request by Tenant with regard to such repairs. Tenant shall pay Landlord on demand Landlord's actual costs in making such repairs plus a fee of ten percent (10%) to cover Landlord's overhead. Landlord shall not be liable to Tenant for any damage or inconvenience and Tenant shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

7.3. Landlord, at its own cost and expense, shall maintain and make all necessary structural repairs and replacements to (a) the structure and exterior of Landlord's Building including, without limitation, the roof and roof membrane, load bearing walls, floors, foundations, supports, roof vents, drains and downspouts associated with the foregoing elements; (b) the above-ground and above-Landlord's Building slab, mechanical and utility systems serving the Premises; (c) the underground and under-Landlord's Building slab, Mechanical and Utility systems as well as the substructure; and (d) any other renovation of the Premises in order to bring the Premises into compliance with any mandatory State of Maine fire or other building code. Such structural repairs and replacements shall not be considered Operational Expenses under Article 5. Excepting from the foregoing obligations are: (i) any repairs or replacements to alterations or improvements made by Tenant; and (ii) any repairs or replacements required by reason of the negligent acts or omissions of Tenant, its agents, employees or those acting for or under Tenant. In the event such damage is covered by Landlord's insurance, then Landlord shall either make the repairs or give Tenant such insurance proceeds to effect the repairs.

Fit-ups: Tenant will ensure that signage shall be consistent with Brunswick Landing Design Guidelines and Town of Brunswick Code. Landlord will ensure all mechanical systems are in working order.

## ARTICLE 8. ALTERATIONS

8.1. Except as provided in Paragraph 8.3 of this Article, Tenant shall not make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that shall require any alterations or additions or affect the use of the water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building (all of the foregoing referred to later in this Article as "Alterations") without the prior written consent of Landlord. In the event that Landlord, in Landlord's sole discretion, determines that Landlord requires a third-party review and advice regarding any of Tenant's proposals to undertake the activities described in the previous sentence, then Tenant shall pay, upon invoice by Landlord, Landlord's third party costs. If any such alterations or additions are made by Tenant without Landlord's consent, Landlord may correct or remove them and Tenant shall be liable for any and all costs and expenses incurred by Landlord in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Tenant at Tenant's expense and shall thereafter be submitted to Landlord for its review. All construction shall be done in a professional manner using new and first quality materials, strictly in accordance with the final plans and in accordance with all requisite building, zoning and other

permits, certificates, approvals and other requirements of governmental authorities having jurisdiction, including all applicable laws, ordinances, codes and regulations. During the construction of approved alterations, the Landlord, its architects and engineers or other authorized representative may inspect the construction and all plans, drawings and documents, change orders, addenda, shop drawings for the purpose of confirming that such construction is being performed in accordance with final plans, the requirements of all public authorities having jurisdiction and other requirements of this Lease. As a condition of Landlord's consent to the use of Tenant as contractor, Tenant or Tenant's contractor must provide insurance coverage acceptable to Landlord. All work with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period necessarily required for such work. Tenant shall not permit a mechanic's lien(s) to be placed upon the Premises as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Tenant, promptly to pay the same. If Tenant fails to discharge such lien within ten (10) days of its filing, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien. Tenant shall pay on demand any amount paid by Landlord for the discharge or satisfaction of any such lien, and all attorneys' fees and other costs and expenses of Landlord incurred in defending any such action or in obtaining the discharge of such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith. Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises. All alterations or additions shall become a part of the Premises and be surrendered to Landlord upon the expiration or termination of this Lease, unless Landlord shall at the time of its approval of such work require removal or restoration on the part of Tenant as a condition of such approval.

**8.2.** Upon completion of any improvement, the Tenant shall deliver to the Landlord:

**8.2.a.** A certificate signed by the Tenant's architect/engineer stating that the additional improvements have been completed in accordance with the final plans, in accordance with the requirements of public authorities having jurisdiction, and in accordance with all other requirements of this lease;

**8.2.b.** Copies of occupancy permits and other licenses and certificates necessary for use of the improvements;

**8.2.c.** Copies of final and complete releases, executed by Tenant's general contractors, and any key subcontractors and suppliers acknowledging that they have been paid in full; and

**8.2.d.** One complete set of reproducible "as built" or record drawings of the improvements.

**8.3.** Notwithstanding the foregoing provisions of this Article, the Tenant may undertake Permitted Minor Alterations to the Premises as hereinafter defined from time to time without the prior written consent of Landlord. A "Permitted Minor Alteration" is an Alteration

which has a total cost of less than Twenty-Five Thousand Dollars (\$25,000) and which does not substantially affect (i) the handicap or disabled access, (ii) fire suppression system, (iii) any environmental or mechanical system (including without limitation, water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system), (iv) compliance with Federal, state or local land use or other requirements. Other than the requirement to obtain Landlord's prior written consent, all requirements of this Article shall apply to Permitted Minor Alterations.

## **ARTICLE 9. LANDLORD'S RIGHTS**

**9.1.** Tenant hereby acknowledges and agrees that Landlord shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of utility, access or other service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Landlord's control and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof.

**9.2.** Landlord reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cables, plumbing, vents and wires in, to and through the Premises as and to the extent that Landlord deems necessary or appropriate for the proper operation and maintenance (including the servicing of other tenants in the Premises), as well as the right at all times to transmit water, heat, air-conditioning and electric current or any other services or materials through such pipes, ducts, conduits, cables, plumbing, vents, wires, the air or other transmission modes or media. Landlord's reservation of rights herein shall not permit it to take action that would result in business interruption to Tenant, unless it cannot be avoided.

## **ARTICLE 10. TENANT'S AGREEMENT**

**10.1.** Tenant covenants and agrees: (a) not to obstruct or interfere with the rights of other tenants, or injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy secured by Tenant upon said Premises or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Tenant shall be answerable for all nuisances caused or suffered on the Premises, or caused by Tenant in the Premises, or on the roadways approaching the Premises; (b) not to place a load on any Premises floor area exceeding the load which such was designed to carry in accordance with the plans and specifications of the Premises, and not to install, operate or maintain in the Premises any safe or heavy item of equipment except in such manner and in such location as Landlord shall prescribe so as to achieve a proper distribution of weight; (c) not to strip, overload, damage or deface the Premises, hallways, stairways, elevators, parking facilities or other public areas of the Premises, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Premises, or which may render any increased or extra premium payable for such insurance, or which shall be

contrary to any law or ordinance, rule or regulation from time to time established by any public authority; (e) not to place upon the interior or exterior of the Premises, or any window or any part thereof or door of the Premises, any placard, sign, or lettering, except such and in such place and manner as shall have been first approved in writing by Landlord, and to use Premises standard signage on its suite entry door, which shall be installed at Tenant's cost; (f) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Landlord; (g) to be responsible for the removal at reasonable intervals of Tenant's trash and the proper disposal thereof; (h) not to conduct nor permit in the Premises, except in the normal course of Tenant's business, either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances, any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Tenant shall prohibit its assignees, sublessees, employees, agents and contractors (collectively, "Permitees") from doing so and in any event Tenant shall indemnify, defend and hold Landlord and its agents harmless from all loss, costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article by Tenant or its Permitees, it being expressly understood and agreed that this indemnification obligation shall not apply to pre-existing conditions or to any matters for which Tenant and/or the Permitees did not create or exacerbate the underlying environmental condition. With the exception of the foregoing, the Premises are leased in its condition as of the date hereof, without representation or warranty by Landlord, subject to any state of facts which an accurate survey or a physical inspection thereof might show, to all applicable legal requirements and any violation of any legal requirements which may exist as of the date hereof. Tenant has examined and approved the premises for all purposes of this lease. Tenant acknowledges that all existing improvements and fixtures included in the premises are in good condition and good working order, or that the Tenant is responsible for the condition thereof.

#### **ARTICLE 11. HOLD HARMLESS**

**11.1.** Unless the damage or loss is caused by the Landlord's or its agents' acts or omission, Landlord shall not be liable for any damage to, or loss of, property in the Premises belonging to Tenant, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Tenant, from any normally insurable cause, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, oil, fuel, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors for any injury or damage to Tenant, Tenant's agents, employees, invitees or visitors, or their

property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties or of Tenant, Tenant's agents, employees, invitees or visitors. Tenant covenants that no claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by others claiming the right to be in the Premises through or under Tenant, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises and acknowledges the Landlord is not liable for any claim that results from this Lease (see the Maine Tort Claims Act, Section 8014-B, Subsection 6). In no event shall Landlord be liable to Tenant for any consequential or punitive damages sustained by Tenant arising out of the loss or damage to any property of Tenant.

**11.2.** Tenant covenants and agrees to save Landlord and Landlord's agent harmless and indemnified, and to defend Landlord and Landlord's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any damage or injury to any persons or property from any cause whatsoever, by reason of the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises, unless caused solely by the negligent acts of Landlord or agents.

**11.3.** It is understood that employees of Landlord are prohibited as such from receiving any packages or other articles delivered to Tenant and that should any such employee receive any packages or articles, he or she in so doing shall be the agent of Tenant and not of Landlord.

**11.4.** The provisions of this Article shall survive the expiration or sooner termination of the Term.

## **ARTICLE 12. INSURANCE**

**12.1.** Tenant hereby acknowledges that the Landlord is subject to the Maine Tort Claims Act and the Landlord does not waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 MRSA Sec. 8101, et seq.) or any other immunities or defenses under that Act or other applicable law.

**12.2.** Tenant shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Landlord and Tenant, Commercial General Liability insurance, including Contractual Liability Insurance, and if applicable, Pollution Liability Insurance, with a combined bodily injury and property damage limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) in the aggregate, insuring against all liability of Tenant and its representatives arising out of and in connection with Tenant's use or occupancy of the Premises. The Tenant shall provide a Certificate of Insurance to the Landlord and maintain an active Certificate of Insurance during the term of this agreement. Landlord and Landlord's agent shall be named as additional insureds on the Tenant's Insurance Policy.

**12.3.** Tenant shall, at its cost and expense, obtain and maintain at all times during the Term and any Renewal Term, fire and extended coverage insurance on its contents, including

any leasehold improvements made by Tenant in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

**12.4.** Tenant shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of Landlord or any mortgagee of Landlord, the amount of commercial coverage for tort claims is not adequate as required by state statute and/or property damage insurance coverage at that time does not reflect the estimated cost, less depreciated value of the building.

**12.5.** All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Premises are located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "A. M. Best's Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord on or before the Occupancy Date, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy.

**12.6.** If any of Landlord's insurance policies shall be threatened by cancellation or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant or by anyone Tenant permits on the Premises, and if Tenant fails to remedy the condition within forty-eight (48) hours after notice thereof, Landlord may at its option either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Tenant shall promptly pay the cost thereof to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises from such entry.

### **ARTICLE 13. ASSIGNMENT AND SUBLETTING**

**13.1.** Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent shall not be unreasonably withheld by Landlord. In the event that Tenant desires to assign this Lease, sublet the Premises, or permit occupancy or use of the Premises or any part thereof by another party or parties, Tenant shall provide Landlord with sixty (60) days advance written notice of Tenant's bona fide proposed assignment or subletting of all or any part of the Premises. Landlord shall have the right, at its option during said sixty (60) day period, to (a) release Tenant from this Lease for such space, (b) sublet all or any part of the Premises from Tenant at the same rental Tenant is paying Landlord, with the right to further sublease such space or (c) refuse to consent to Tenant's assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Premises. The consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord shall not be construed as a waiver or release of Tenant from the terms of any

covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Tenant from giving Landlord said sixty (60) days notice, nor from obtaining the consent in writing of Landlord to any further assignment or subletting (which consent may be withheld in the sole and absolute discretion of Landlord). In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord any and all rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. Without limiting the generality of the foregoing, if Landlord consents to an assignment or sublease pursuant to this Article, Landlord may condition its consent upon the entry by such transferee into an agreement (in form and substance satisfactory to Landlord) with Landlord, by which such transferee assumes all of Tenant's obligations hereunder.

#### **ARTICLE 14. LANDLORD'S RIGHT OF ACCESS**

**14.1.** Landlord may, at any time during Tenant's occupancy, during reasonable business hours and upon twenty-four (24) hours written notice, enter either to view the Premises or to show the same to others, or to facilitate repairs to the building, or to introduce, replace, repair, alter or make new or change existing connections from any fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible therefore, placards, signs, lettering, window or door coverings and the like not expressly consented to by Landlord. No notice shall be required in emergency or exigent circumstances.

**14.2.** Landlord may, during the last ninety (90) days of the Term, enter the Premises free from hindrance or control of Tenant to show the Premises to prospective tenants at times which shall not unreasonably interfere with Tenant's business and upon 24 hours' notice. If Tenant shall vacate the Premises during the last month of the Term, Landlord shall have the unrestricted right to enter the same after Tenant's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Tenant's obligation to pay Rent for the full Term.

#### **ARTICLE 15. FIRE CLAUSE**

**15.1.** In the event the Premises or any part thereof, the elevators, hallways, stairways or other approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises and/or approaches, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Landlord shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage and re-build the Premises to their pre-existing condition. Under no circumstances shall Landlord have any obligation to restore the Premises beyond the insurance proceeds made available by the insurance carrier. Landlord shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Tenant, all of which shall be repaired, restored or replaced by Tenant. In the

event that Landlord reasonably determines that because of the substantial extent of the damage or destruction, that insurance proceeds made available by the insurance carrier are inadequate to restore the Premises to their pre-existing condition, Landlord may terminate this Lease forthwith by giving Tenant a written notice of its intention to terminate within ninety (90) days of the insurance carrier's final determination of the amount of insurance proceeds made available as a result of the fire or other casualty. In the event that Tenant reasonably determines that the substantial extent of the damage or destruction will significantly disrupt Tenant's operations, Tenant may terminate this Lease forthwith by giving Landlord a written notice of its intention to terminate at any time prior to Landlord's completion of the restoration of the Premises.

**15.2.** Tenant shall immediately notify Landlord of any damage to the Premises caused by fire or any other casualty.

**15.3.** Other than rent suspension or abatement, no damages, compensation, or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises. Subject to the provisions of this Article, Landlord shall diligently proceed to have any repairs under this Article made promptly.

#### **ARTICLE 16. CONDEMNATION**

**16.1.** This Lease shall be terminated and the Rent shall be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of more than fifty percent (50%) of the Premises. The forcible leasing by any competent authority of any portion of the Premises other than the Premises shall have no effect upon this Lease. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Landlord, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. Tenant however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Landlord for the land and improvements owned by Landlord or part thereof so taken.

**16.2.** In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease shall be unaffected and Tenant shall continue to pay in full Rent and all Operational Expenses payable for any such period. In the event of any such temporary taking, notwithstanding the provisions contained in this Article, Tenant shall be entitled to claim, prove and receive the portion of the award for such taking that represents compensation for use or occupancy of the Premises during the Term, and Landlord shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

## ARTICLE 17. DEFAULTS AND REMEDIES

**17.1.** It is hereby mutually agreed that: (a) if Tenant shall fail (i) to pay Rent or other sums which Tenant is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Tenant to be kept and performed; or (b) if Tenant shall abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Tenant shall (i) generally not pay Tenant's debts as such debts become due, (ii) become insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise, then upon the expiration of any Applicable Grace Period as defined below, there shall be a default by Tenant hereunder.

**17.2.** The Applicable Grace Period shall mean:

**17.2.a.** In the case of the failure to pay a sum of money, whether Rent, Operational Expenses, or otherwise, whether payable to Landlord or to another party as required under the terms of this Lease, there shall be an Applicable Grace period of ten (10) calendar days from the date on which such payment or Rent or Operational Expenses is due and written notice of failure to pay shall be required. In the case of any obligation to pay a sum of money, there shall be a grace period of ten (10) calendar days from the date on which written notice of failure to pay is given by Landlord in the manner provided by the "Notices and Demands" Article contained in this Lease.

**17.2.b.** In the case of obligations other than obligations to pay a sum of money, there shall be an Applicable Grace Period of forty-five (45) days from the date on which written notice of failure to satisfy such obligations is given by Landlord in the manner provided by the "Notices and Demands" Article contained in this Lease.

**17.3.** In each and every such case of a default of Tenant hereunder, from thenceforth and at all times thereafter, at the sole option of Landlord, Landlord may:

**17.3.a.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may initiate forcible entry and detainer or other process according to law, and with court approval, and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages thereof and Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term. In such event, Tenant's event of default shall be considered a total breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for such damages for such breach, in an amount, equal (after Landlord's efforts to mitigate its damages as

required by law) to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to four percent (4%) over the Prime Rate, provided, however, that such interest shall never exceed the highest lawful rate; (3) all costs of reletting the Premises, including brokers' commissions; and (4) all other sums of money and damages owing by Tenant to Landlord. Tenant's right of possession shall cease and terminate and Landlord shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Premises without further demand of Rent or demand of possession of the Premises.

**17.3.b.** Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. "Present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to one (1) percentage point below the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building, subject to Landlord's obligation to mitigate its damages as required by law.

**17.3.c.** Pursue any combination of such remedies and/or other remedy available to Landlord on account of such default under applicable law. Provided, however, that Landlord shall make commercially reasonable efforts, in all such cases, to mitigate Tenant's damages.

In the event of any reentry or retaking of the Premises by Landlord and/or any termination of this Lease by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Tenant shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Landlord may thereby sustain in respect to the balance of the Term, and, in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to let said Premises for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, related expenses, at the option of Landlord, may be recovered by it at the time of the retaking and reentry or in separate actions, from time to time, as Tenant's obligation to pay Rent would have accrued if the Term had continued, or from time to time as said damages and related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Landlord may, at the option of Landlord, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

**17.4.** The provisions of this Article are subject to the Bankruptcy Laws of the United States of America and the State of Maine which may, in certain cases, limit the rights of Landlord to enforce some of the provisions of this Article in proceedings there under. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws, it being of prime importance to Landlord to deal only with

tenants who have, and continue to have, a strong degree of financial strength and financial stability.

**17.5.** All rents received by Landlord in any reletting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Landlord, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Tenant of any covenant or condition herein made binding upon Tenant. Any remaining rent shall then be applied toward the payment of Rent due from Tenant, together with interest and penalties as defined in this Lease and any other provisions of this Lease, and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any set off) for Landlord's failure to relet the Premises unless Landlord fails to make commercially reasonable efforts to do so, provided however that Landlord, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full Term.

**17.6.** In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of an attorney or collection agency the enforcement of all or any part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

#### **ARTICLE 18. SUBORDINATION CLAUSE**

**18.1.** This Lease shall be subject and subordinate at all times to (1) the lien of any mortgage or deed of trust or (2) other encumbrance(s) or (3) U.S. Government or Federal obligations which may now or which may at any time hereafter be made upon the Premises or any portion thereof, or upon Landlord's interest therein, so long as Landlord has obtained the agreement of such holder of a mortgage or deed of trust on the Premises, and of the U.S. Government or other agency administering a Federal obligation upon the Premises, to this Lease, with an acknowledgement that any default by Landlord under any such mortgage, deed of trust, or federal obligation shall not result in termination of this Lease. This clause shall be self operative, provided that in each such subordination the party to whom Tenant is subordinating agrees in writing with Tenant not to disturb Tenant in its quiet enjoyment of the Premises for so long as Tenant attorns to the holder of such senior interest and abides by the terms and provisions of this Lease directly with the holder of such senior interest or with Landlord (as the holder of such senior interest may then direct). Nonetheless, in confirmation of such subordination, Tenant shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, provided that in the case of each such subordination the party to whom such subordination is granted shall agree not to disturb Tenant in its quiet enjoyment of the Premises on the terms set forth in this Lease. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises, Tenant shall be

bound to the transferee at the option of the transferee to honor rather than terminate this Lease upon foreclosure, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord but only on the terms and conditions provided in this Lease. The holder of any mortgage or deed of trust encumbering the Premises shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Tenant shall execute and deliver an instrument confirming any such full or partial subordination, provided that in the case of each such subordination the party to whom such subordination is granted shall agree not to disturb Tenant in its quiet enjoyment of the Premises on the terms set forth in this Lease.

#### **ARTICLE 19. SURRENDER OF POSSESSION**

**19.1.** Upon the expiration or earlier termination of the Term or Renewal Term as applicable, Tenant shall surrender the Premises and all keys, gate cards, security cards, and locks connected therewith to Landlord in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 8 entitled "Alterations," any and all improvements, repairs, alterations and all other property attached to, installed upon the Premises as a fixture (i) shall, immediately upon the completion of the installation thereof, be and become Landlord's property without payment thereof by Landlord, and (ii) shall be surrendered to Landlord upon the expiration or earlier termination of the Term or Renewal Term as applicable, except that any machinery, equipment or fixtures installed by Tenant and used in the conduct of the Tenant's trade or business (rather than to service the Premises or any of the remainder of the Building or the Premises generally) and all other personal property of Tenant shall remain Tenant's property and shall be removed by Tenant upon the expiration or earlier termination of the Term or Renewal Term as applicable, and Tenant shall promptly thereafter fully restore any of the Premises damaged by such installation or removal thereof.

#### **ARTICLE 20. TENANT HOLDING OVER**

**20.1.** If Tenant or any person claiming through Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term or Renewal Term as applicable, Landlord shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Rent and Operational Expenses payable hereunder just prior to the expiration or earlier termination of the Term or Renewal Term as applicable. Landlord shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Tenant, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the Term shall be equally applicable during such period of subsequent occupancy and that

Tenant's continuing occupancy shall be as tenant-at-sufferance, unless otherwise agreed in writing between Landlord and Tenant.

## **ARTICLE 21. ESTOPPELS**

**21.1.** Tenant shall, without charge, at any time and from time to time, within five (5) days after request by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying to Landlord, any mortgagee, assignee of a mortgagee, or any purchaser of the Premises, or any other person designated by Landlord, as of the date of such estoppel certificate: (a) that Tenant is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant hereunder (and, if so, specifying the same in detail); (d) the amount of the Rent and the dates through which Rent and Operation Expenses have been paid, (e) that Tenant has no knowledge of any then uncured defaults on the part of Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); (g) the amount of any Security Deposit held by Landlord; and (h) such reasonable other information requested by Landlord, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within five (5) days after request by Landlord shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If Tenant fails to deliver the certificate within the five (5) days after requested by Landlord, then by such failure Tenant shall irrevocably constitute and appoint Landlord as its attorney-in-fact to execute and deliver the certificate to any third party.

## **ARTICLE 22. MISCELLANEOUS**

**22.1.** The term "Tenant" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises through or under Tenant.

**22.2.** If more than one individual, firm, or corporation shall join as Tenant, singular context shall be construed to be plural wherever necessary and the covenants of Tenant shall be the joint and several obligations of each party signing as Tenant and when the parties signing as Tenant are partners, shall be the obligation of the firm and of the individual members thereof.

**22.3.** Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

**22.4.** Tenant covenants and agrees that in order to confirm the assurance required by the Civil Rights Act of 1964 and by 49 CFR Part 21 governing the US Department of Transportation, it will not, in its operation and use of the premises, discriminate nor permit discrimination against any person or group of persons on the basis of race, color, or national origin, in any manner prohibited by 49 CFR Part 21 and all similar or comparable Maine statutes. Noncompliance with this provision is a breach of this Lease.

**22.5.** No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

**22.6.** Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord's ownership in the Brunswick Landing for satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of the partners or principals of Landlord, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Landlord, its members, partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Landlord contained herein. If any provision of this Lease either expressed or implied obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

**22.7.** TENANT AND LANDLORD EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

**22.8.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Tenant any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 13 entitled "Assignment and Subletting" contained herein.

**22.9.** It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

**22.10.** Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

**22.11.** Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Landlord.

**22.12.** The submission of this Lease to Tenant shall not be construed as an offer nor shall Tenant have any rights with respect thereto unless Landlord executes a copy of this Lease and delivers same to Tenant.

**22.13.** If, in connection with obtaining financing for the Brunswick Landing (including without limitation leasehold mortgages, syndications or sale/leasebacks), any lender or ground lessor shall request modifications to this Lease as a condition for such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect either the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

**22.14.** All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

### **ARTICLE 23. BROKERS**

**23.1.** Tenant represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Tenant shall indemnify, defend and hold Landlord harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other compensation claimed by any broker or agent with respect to this Lease which arises out of any agreement or dealings, or alleged agreement or dealings, between Tenant and any such agent or broker.

### **ARTICLE 24. NOTICES AND DEMANDS**

**24.1.** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Landlord or Tenant respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

If to Landlord:

Midcoast Regional Redevelopment Authority  
15 Terminal Drive, Unit 200  
Brunswick, ME 04011  
Attention: Executive Director

With a copy to:

John Kaminski, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101-2480

If to Tenant:

Precision Air, Inc.  
224 Seven Farms Drive, Suite 200  
Daniel Island, SC 29492  
Attention: President

**24.2.** Tenant hereby elects domicile at the Premises for the purpose of service of all notices, writs of summons, or other legal documents or process, in any suit, action or proceeding which Landlord may undertake under this Lease.

#### **ARTICLE 25. QUIET ENJOYMENT**

**25.1.** Landlord covenants and agrees that upon Tenant paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

#### **ARTICLE 26. WAIVER OF TRIAL BY JURY**

**26.1.** LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

**ARTICLE 27. GOVERNING LAW**

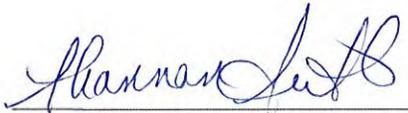
**27.1.** This Lease shall be construed and governed by the laws of the state in which the Premises are located. Should any provision of this Lease and/or its conditions be illegal or not enforceable under the laws of said state, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

**ARTICLE 28. EXHIBITS**

Exhibit A: The Premises

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

  
\_\_\_\_\_

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine

By:

  
Name: Steven H. Levesque  
Title: Executive Director

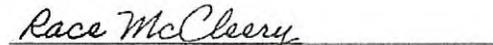
**WITNESS:**

  
\_\_\_\_\_

**TENANT:**

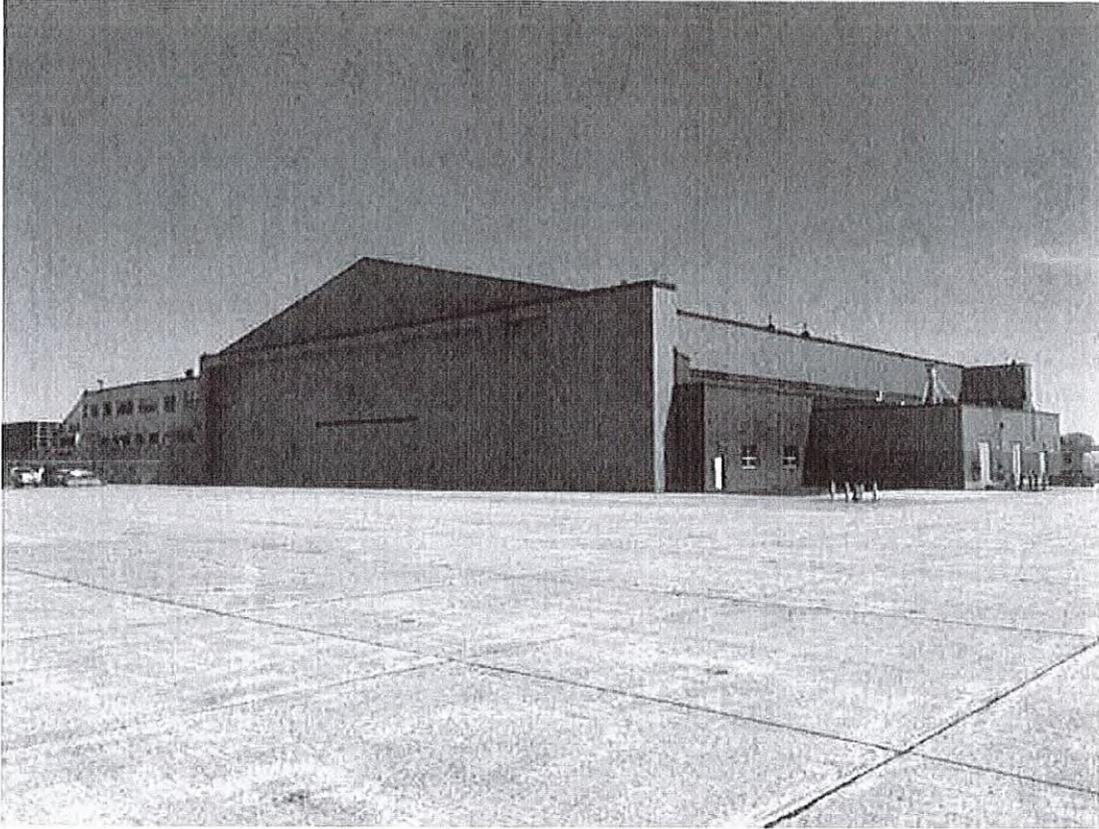
**PRECISION AIR, INC.**  
224 Seven Farms Drive, Suite 200  
Charleston, SC 29492

By:

  
Name: Race McCleery  
Title: President

**EXHIBIT A**

(The Premises)



**LEASE EXTENSION ADDENDUM**

THIS LEASE EXTENSION ADDENDUM is made this 3rd day of June 2020 by and between **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and **PRECISION AIR, INC.**, a Maine corporation (“Tenant”).

WHEREAS, Landlord and Tenant entered into a Lease dated August 8, 2019 (the “Lease”);

WHEREAS, Tenant wishes to exercise its renewal option contained in paragraph 3.3 of the Lease; and

WHEREAS, the Landlord and Tenant fully intend to be bound by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

1. The Termination Date on the Lease shall be extended for an additional year based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum. The new termination date shall be December 31, 2020.
2. Pursuant to paragraph 4.7 of the Lease, the monthly rental amount will increase 3% of the current monthly rent starting August 1, 2020.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

**LANDLORD:**

**MIDCOAST REGIONAL  
REDEVELOPMENT AUTHORITY**, a  
body corporate and politic and a public  
instrumentality of the State of Maine



By:



Name: Steven H. Lyesque  
Title: Executive Director

**WITNESS:**

\_\_\_\_\_

**TENANT:**

PRECISION AIR, INC.

By: *Race McCleery*  
Name: Race McCleery  
Title: President

**SECOND ADDENDUM TO LEASE**

THIS SECOND ADDENDUM TO LEASE is made this 22 day of November, 2020, by and between MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and PRECISION AIR, INC., (“Tenant”).

WHEREAS, Landlord and Tenant entered into a Lease dated August 8, 2019, (the “Lease”), as amended by First Addendum to Lease on June 3, 2020;

WHEREAS, Tenant and Landlord wish to amend the Lease; and

WHEREAS, the Landlord and Tenant fully intend to be bound by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

1. The Termination Date shall be December 31, 2021 based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum.
2. Pursuant to paragraph 4.7 of the Lease, the monthly rental amount will increase 3% of the current monthly rent starting September 1, 2021.

All other terms and conditions of the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

**LANDLORD:**

**MIDCOAST REGIONAL  
REDEVELOPMENT AUTHORITY**

DocuSigned by:  
*Shannan Smith*  
DB2EBFC78B6F4DF...

By:   
Name: Steven H. Levesque  
Title: Executive Director

Second Addendum to Lease – Continued

**WITNESS:**

\_\_\_\_\_

**TENANT:**

**PRECISION AIR, INC.**

By: DocuSigned by:  
*Tim Summerrow*  
689092012AF34CD... \_\_\_\_\_  
Name: Tim Summerrow  
Title: President

EXHIBIT A



**Precision Air**  
**Sixth Addendum to the Lease**

This Sixth Addendum to the Lease is made this 9 day of January 2023, by and between MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine ("Landlord"), and PRECISION AIR, INC., ("Tenant").

Whereas, the Landlord and Tenant entered into a Lease dated August 8, 2019, (the "Lease") for the lease of Hangar 4 at Brunswick Executive Airport; and

Whereas, the Landlord and Tenant extended the lease to December 31, 2020 in the First Amendment signed on June 3, 2020, and a 3.0% lease rate increase effective August 1, 2020; and

Whereas, the Landlord and Tenant extended the lease agreement once again in the Second Amendment to December 31, 2021, on November 22, 2020, with a 3.0% increase effective on September 1, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to May 31, 2022 in the Third Amendment to the lease that was signed on December 23, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to September 30, 2022 in the Fourth Amendment to the lease with a 3.0% increase effective September 1, 2022 that was signed on May 25; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to February 28, 2023 in a Fifth Amendment to the Lease that was signed on August 15, 2022; and

Whereas, the Landlord and Tenant wish to amend the Lease; and

Whereas, the Landlord and Tenant fully intend to be bound by this Agreement.

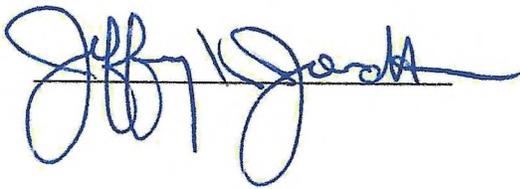
NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

The Termination Date shall be extended to July 31, 2023, based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum.

All other terms and conditions of the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

A handwritten signature in blue ink, appearing to read "Jeffery Jacob", written over a horizontal line.

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

By:   
Name: Kristine Logan  
Title: Executive Director

**WITNESS:**

A handwritten signature in blue ink, appearing to read "Kayla May", written over a horizontal line.

**TENANT:**

**PRECISION AIR, INC.**

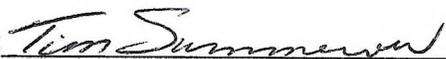
By:   
Name: Tim Summerrow  
Title: President

EXHIBIT A



**Precision Air  
Seventh Addendum to the Lease**

This Seventh Addendum to the Lease is made this 10th day of July 2023, by and between MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and PRECISION AIR, INC., (“Tenant”).

Whereas, the Landlord and Tenant entered into a Lease dated August 8, 2019, (the “Lease”) for the lease of Hangar 4, a 43,417 square foot building at Brunswick Executive Airport; and

Whereas, the Landlord and Tenant extended the lease to December 31, 2020 in the First Amendment signed on June 3, 2020, and a 3.0% lease rate increase effective August 1, 2020; and

Whereas, the Landlord and Tenant extended the lease agreement once again in the Second Amendment to December 31, 2021, on November 22, 2020, with a 3.0% increase effective on September 1, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to May 31, 2022 in the Third Amendment to the lease that was signed on December 23, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to September 30, 2022 in the Fourth Amendment to the lease with a 3.0% increase effective September 1, 2022 that was signed on May 25; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to February 28, 2023 in a Fifth Amendment to the Lease that was signed on August 15, 2022; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to July 31, 2023 in a Sixth Amendment to the Lease that was signed on January 9, 2023; and

Whereas, the Landlord and Tenant wish to amend the Lease; and

Whereas, the Landlord and Tenant fully intend to be bound by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

The Termination Date shall be extended to January 31, 2024 with a 3.0% increase in the lease rate beginning September 1, 2023 (new rate \$18,324.83 per month) based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum.

All other terms and conditions of the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

Katherine Robison

By:

KM Logan

Name: Kristine Logan

Title: Executive Director

**WITNESS:**

**TENANT:**

**PRECISION AIR, INC.**

Alba May

By:

Tim Summerrow

Name: Tim Summerrow

Title: President

EXHIBIT A



**Precision Air**  
**Eighth Addendum to the Lease**

This Eighth Addendum to the Lease is made this 19th day of January 2024, by and between MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and PRECISION AIR, INC., (“Tenant”).

Whereas, the Landlord and Tenant entered into a Lease dated August 8, 2019, (the “Lease”) for the lease of Hangar 4, a 43,417 square foot building at Brunswick Executive Airport; and

Whereas, the Landlord and Tenant extended the lease to December 31, 2020 in the First Amendment signed on June 3, 2020, and a 3.0% lease rate increase effective August 1, 2020; and

Whereas, the Landlord and Tenant extended the lease agreement once again in the Second Amendment to December 31, 2021, on November 22, 2020, with a 3.0% increase effective on September 1, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to May 31, 2022 in the Third Amendment to the lease that was signed on December 23, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to September 30, 2022 in the Fourth Amendment to the lease with a 3.0% increase effective September 1, 2022 that was signed on May 25; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to February 28, 2023 in a Fifth Amendment to the Lease that was signed on August 15, 2022; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to July 31, 2023 in a Sixth Amendment to the Lease that was signed on January 9, 2023; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to January 31, 2024 in a Seventh Amendment to the Lease that was signed on July 31, 2023; and

Whereas, the Landlord and Tenant wish to amend the Lease; and

Whereas, the Landlord and Tenant fully intend to be bound by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

The Termination Date shall be extended to August 31, 2024 with a 3.0% increase in the lease rate beginning September 1, 2024 (new rate \$18,874.57 per month) based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum.

All other terms and conditions of the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

*Katherine Robison*

---

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

By: *Kristine Logan*

Kristine Logan (Jan 25, 2024 16:08 EST)

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Name: Kristine Logan

Title: Executive Director

**WITNESS:**

*John Poillion*

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**TENANT:**

**PRECISION AIR, INC.**

By: *Tim Summerrow*

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Name: Tim Summerrow

Title: President

EXHIBIT A



# Precision Air Eighth Addendum to Lease\_2024 signed

Final Audit Report

2024-01-25

Created:	2024-01-25
By:	MRRA MRRA (katheriner@mrra.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6lpDtn5cWyBLL-XBR0FQNvPQgnOnXPWT

## "Precision Air Eighth Addendum to Lease\_2024 signed" History

-  Document created by MRRA MRRA (katheriner@mrra.us)  
2024-01-25 - 8:24:21 PM GMT
-  Document emailed to MRRA MRRA (katheriner@mrra.us) for signature  
2024-01-25 - 8:24:25 PM GMT
-  Email viewed by MRRA MRRA (katheriner@mrra.us)  
2024-01-25 - 8:24:48 PM GMT
-  Document e-signed by MRRA MRRA (katheriner@mrra.us)  
Signature Date: 2024-01-25 - 8:25:02 PM GMT - Time Source: server
-  Document emailed to kristinel@mrra.us for signature  
2024-01-25 - 8:25:03 PM GMT
-  Email viewed by kristinel@mrra.us  
2024-01-25 - 9:08:12 PM GMT
-  Signer kristinel@mrra.us entered name at signing as Kristine Logan  
2024-01-25 - 9:08:31 PM GMT
-  Document e-signed by Kristine Logan (kristinel@mrra.us)  
Signature Date: 2024-01-25 - 9:08:33 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-25 - 9:08:33 PM GMT

**Precision Air**  
**Ninth Addendum to the Lease**

This Ninth Addendum to the Lease is made this 5th day of August 2024, by and between MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and PRECISION AIR, INC., (“Tenant”).

Whereas, the Landlord and Tenant entered into a Lease dated August 8, 2019, (the “Lease”) for the lease of Hangar 4, a 43,417 square foot building at Brunswick Executive Airport; and

Whereas, the Landlord and Tenant extended the lease to December 31, 2020, in the First Amendment signed on June 3, 2020, and a 3.0% lease rate increase effective August 1, 2020; and

Whereas, the Landlord and Tenant extended the lease agreement once again in the Second Amendment to December 31, 2021, on November 22, 2020, with a 3.0% increase effective on September 1, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to May 31, 2022, in the Third Amendment to the lease that was signed on December 23, 2021; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to September 30, 2022, in the Fourth Amendment to the lease with a 3.0% increase effective September 1, 2022, that was signed on May 25; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to February 28, 2023, in a Fifth Amendment to the Lease that was signed on August 15, 2022; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to July 31, 2023 in a Sixth Amendment to the Lease that was signed on January 9, 2023; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to January 31, 2024 in a Seventh Amendment to the Lease that was signed on July 31, 2023; and

Whereas, the Landlord and Tenant extended the lease of Hangar 4 to August 31, 2024 in an Eighth Amendment to the Lease that was signed on January 25, 2024; and

Whereas, the Landlord and Tenant wish to amend the Lease; and

Whereas, the Landlord and Tenant fully intend to be bound by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Tenant agree as follows:

The Termination Date shall be extended to February 28, 2025, with a 3.0% increase in the lease rate beginning September 1, 2024 (new rate \$18,874.57 per month) based upon the same terms and conditions, as contained in the Lease except for those provisions contained in this Addendum.

All other terms and conditions of the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY**

By: Kristine Logan  
Kristine Logan (Aug 8, 2024 16:00 EDT)

Name: Kristine Logan  
Title: Executive Director

**WITNESS:**

\_\_\_\_\_

**TENANT:**

**PRECISION AIR, INC.**

By: Tim Summerrow

Name: Tim Summerrow  
Title: President

EXHIBIT A



# Precision Air\_Ninth Addendum to Lease\_September 2024

Final Audit Report

2024-08-08

Created:	2024-08-08
By:	MRRA MRRA (katheriner@mrra.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA12CId9Sb8eRk1VwDUruxaLCJiJOhwOv

## "Precision Air\_Ninth Addendum to Lease\_September 2024" History

-  Document created by MRRA MRRA (katheriner@mrra.us)  
2024-08-08 - 12:35:16 PM GMT
-  Document emailed to Raymond Summerrow (tim.summerrow@tumeq.com) for signature  
2024-08-08 - 12:35:20 PM GMT
-  Email viewed by Raymond Summerrow (tim.summerrow@tumeq.com)  
2024-08-08 - 6:43:24 PM GMT
-  Document e-signed by Raymond Summerrow (tim.summerrow@tumeq.com)  
Signature Date: 2024-08-08 - 7:59:32 PM GMT - Time Source: server
-  Document emailed to kristinel@mrra.us for signature  
2024-08-08 - 7:59:55 PM GMT
-  Email viewed by kristinel@mrra.us  
2024-08-08 - 10:00:04 PM GMT
-  Signer kristinel@mrra.us entered name at signing as Kristine Logan  
2024-08-08 - 10:00:36 PM GMT
-  Document e-signed by Kristine Logan (kristinel@mrra.us)  
Signature Date: 2024-08-08 - 10:00:38 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-08 - 10:00:38 PM GMT

**LAND LEASE**

**MIDCOAST REGIONAL  
REDEVELOPMENT AUTHORITY**

**To**

**Precision Air, INC.**

**Premises:**

**38,977 SF on Airport Tarmac (See Exhibit A)  
Brunswick, Maine 04011**

**Dated: 10/22/24**

## **LAND LEASE**

THIS AGREEMENT OF LAND LEASE is made this 22nd day of October, 2024 by and between **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine (“Landlord”), and **PRECISION AIR, INC.**, a South Carolina corporation (“Tenant”).

### **ARTICLE 1. PREMISES**

**1.1.** In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises designated as of the date of this Lease consisting of the following, all subject to such rules and regulations as Landlord may provide in accordance with the provisions of this Lease: 38,977 SF Airport Tarmac, Brunswick, Maine 04011, as depicted on attached **Exhibit A** (the “Premise”).

### **ARTICLE 2. ACCESS AND PARKING**

**2.1.** Tenant shall have the right to use the streets of Brunswick Landing to access the Premises from the public roads. Landlord shall provide parking in common with others. Access to and egress from the Premises shall be provided to Tenant and its invitees and visitors in a manner mutually agreed to by Landlord and Tenant. During the Term, Landlord agrees not to authorize any of Landlord’s agents, employees, invitees or visitors to access the Premises without the express consent of Tenant.

### **ARTICLE 3. TERM/EXTENSION**

**3.1.** The term of this Lease (the “Term”) shall commence on August 19<sup>th</sup>, 2024 (the “Occupancy Date”) and shall expire at 12:00 o’clock midnight, local time on February 28<sup>th</sup>, 2025, hereunder following the Occupancy Date (the “Termination Date”). The “Rent Commencement Date” shall be 8/19/2024. If the Rent Commencement Date occurs on any date other than the first day of a calendar month, then the Rent (as hereinafter defined) for that month shall be prorated and due on the Rent Commencement Date; subsequent monthly installments of Rent shall be due for each calendar month of occupancy and payable in advance on the first day of each month.

**3.2.** If delivery of possession of the Premises shall be delayed through no fault of Landlord, Landlord shall not be liable to Tenant for any damages or losses resulting from such delay; and Tenant’s obligation to pay Rent, (unless such delay is due to Tenant) shall be suspended and abated until the date of the next payment of Rent otherwise scheduled to be payable following the Occupancy Date. In the event of such a delay, it is understood and agreed that the Termination Date shall be correspondingly extended.

**3.3.** There will be a renewal option as needed at the end of the term if they are unable to move back into Hangar 4.

**3.4.** Tenant may terminate the terms of this lease with 30 days written notice.

#### **ARTICLE 4. RENT/EXPANSION AREA**

**4.1.** With the exception of property taxes, insurance, the annual Rent for the Premises shall not include Operational Expenses as defined in Article 5. Tenant hereby covenants and agrees to pay to Landlord as rent for the Premises (all of which is collectively referred to as "Rent") all of the following:

**4.1.a.** The monthly rent ("Rent") for the Premises shall commence at (\$812) per month or (\$9,744) for the annual term. The rent includes 38,977 SF at \$.25 per square foot. Notwithstanding the foregoing, the installment of Rent payable for the first full calendar month of the Term (and if the Term commences on a day other than the first day of a calendar month, that portion of Rent which is payable for such month) shall be due and payable on the execution of this Lease.

**4.2.** Rent and all Operational Expenses as defined in Article 5 and as set forth in this Lease shall be paid promptly when due, in cash or by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set off of any amount or for any reason whatsoever, payable to Landlord, and delivered to Landlord at its offices at the address as stated in this Lease or to such other person and place as may be designated by notice in writing from Landlord to Tenant from time to time. If Tenant shall present to Landlord more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Landlord may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check, in addition to any charges incurred by Landlord in collecting the dishonored checks.

**4.3.** It is agreed by Landlord and Tenant that no Rent for the use, occupancy or utilization of the Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Premises, and Tenant further agrees that it will not enter into any sublease, license, concession or other agreement for any use, occupancy or utilization of the Premises which provides for rent or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Premises so leased, used, occupied or utilized, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in the foregoing sentence, however, shall be construed as permitting or constituting Landlord's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Landlord in accordance with the provisions of this Lease. Tenant has the right to sublease all or part of the Premises to any of Tenant's subsidiaries or affiliates, with the approval of Landlord, which approval may not be unreasonable withheld.

**4.4.** In addition to the other remedies for nonpayment of Rent, and other charges or fees set forth in this Lease notwithstanding, any installment of Rent and/or adjusted charges or fees which are not paid within ten (10) days after the due date shall be subject, at Landlord's option each month, to a late charge equal to five percent (5%) of the amount due. Any installment of Rent, Operational Expenses, or other charges and fees not paid within thirty (30) days from the date due shall accrue interest at the rate of four percent (4%) higher than the rate announced by Bath Savings Institution, Bath, Maine (or its successor) from time to time as its prime rate (the "Prime Rate") (but in no event higher than the maximum rate allowed by law) until paid in full.

**4.5.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other rights and remedies provided in this Lease.

**4.6.** Upon the execution of this Lease, Tenant shall pay the sum of (\$812) which is the equivalent of one month's rent security deposit. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, the Landlord shall notify the Tenant in writing and the Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within sixty (60) days after the date Tenant surrenders possession of the Premises and provides a written notice to Landlord of its forwarding address. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the full amount of the original Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**4.7.** The Rent for the Renewal Term, if exercised, for the Premises shall not include Operational Expenses, as defined in Article 5.

## **ARTICLE 5. OPERATIONAL EXPENSES**

### **5.1. Utilities**

**5.1.a.** The Tenant has the right to use the existing utility infrastructure of the Brunswick Landing. Tenant shall be responsible for contracting for and making direct payment to telephone and internet providers to service the Premises.

**5.1.b.** If any curtailment or suspension of utilities to the Premises results from the negligence or willful misconduct of Landlord, its employees, agents or contractors, and such curtailment or suspension prohibits Tenant from conducting business in the Premises for more than two (2) business days after notice to Landlord of such curtailment or suspension, Rent shall abate until such curtailment or suspension is resolved.

### **5.2. Taxes**

**5.2.a.** Tenant will pay an amount equal to its pro rate share (based upon the number of square feet leased compared to the total number of square feet in the property) of any Property taxes levied or imposed by the Town of Brunswick on this premise. These costs will be included in Operational Expenses billed to Tenant. The Landlord shall retain the responsibility for paying any real estate taxes due and owing directly to the Town of Brunswick.

## **ARTICLE 6. USE OF PREMISES**

**6.1.** Tenant covenants to use the Premises exclusively as Airplane storage. There shall be no outside storage or yarding of equipment or supplies other than motor vehicles used in the conduct of business. Tenant, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Tenant's business within the Premises and to obtain all licenses, permits and the like required to permit Tenant to occupy the Premises.

**6.2.** Tenant accepts the Premises from Landlord in "as is" condition, except to the extent specifically provided elsewhere in this Lease. Tenant shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance to Landlord or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein other than as specifically permitted under this Lease, without the prior written consent of Landlord.

**6.3.** Tenant shall be responsible for all governmental and other permits and approvals required for the operation of Tenant's business and/or conduct of the activities at the Premises,

and Tenant shall diligently pursue such permits and approvals. In the event that Tenant shall fail to receive approvals and permits necessary to conduct substantially all of such activities, Tenant may terminate this Lease prior to the Occupancy Date without further obligation to Landlord.

#### **ARTICLE 7. LANDLORD'S RIGHTS**

**7.1.** Tenant hereby acknowledges and agrees that Landlord shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of utility, access or other service occasioned by fire, accident, strikes, necessary maintenance, alterations, or other causes beyond Landlord's control and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof.

**7.2.** Landlord reserves the right to erect, use, connect to, maintain and repair pipes, conduits, cables, plumbing, to the Premises as and to the extent that Landlord deems necessary or appropriate for the proper operation as well as the right at all times to transmit water or any other services or materials through such pipes, ducts, conduits, cables, plumbing, vents, wires, the air or other transmission modes or media. Landlord's reservation of rights herein shall not permit it to take action that would result in business interruption to Tenant, unless it cannot be avoided.

#### **ARTICLE 8. TENANT'S AGREEMENT**

**8.1.** Tenant covenants and agrees: not to (a) conflict with the fire laws or regulations, or with any insurance policy secured by Tenant upon said Premises or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments a; (b) strip, overload, damage or deface the Premises, parking facilities or other public areas of the Premises, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (c) suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, or injurious to any person or increase the danger of fire or which shall be contrary to any law or ordinance, rule or regulation from time to time established by any public authority; (d) conduct nor permit in the Premises, except in the normal course of Tenant's business, either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances, any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Tenant shall prohibit its assignees, sublessees, employees, agents and contractors (collectively, "Permitees") from doing so and in any event Tenant shall indemnify, defend and hold Landlord and its agents harmless from all loss, costs, foreseeable and unforeseeable, direct or consequential; damages; liability; fines; prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article by Tenant or its Permitees, it being expressly understood and agreed that this indemnification obligation shall not apply to pre-existing

conditions or to any matters for which Tenant and/or the Permittees did not create; and tenant agrees to (f) be responsible for the removal at reasonable intervals of Tenant's trash and the proper disposal thereof. Landlord warrants that there are no environmental hazards, hazardous materials, or violations of applicable environmental laws existing at the Premises as of the Occupancy Date. With the exception of the foregoing, the Premises are leased in its condition as of the date hereof, without representation or warranty by Landlord, subject to any state of facts which an accurate survey or a physical inspection thereof might show, to all applicable legal requirements and any violation of any legal requirements which may exist as of the date hereof. Tenant has examined and approved the premises for all purposes of this lease. Tenant acknowledges that all existing improvements and fixtures included in the premises are in good condition and good working order, or that the Tenant is responsible for the condition thereof. Landlord warrants that there are no environmental hazards, hazardous materials, or violations of applicable environmental laws existing at the Premises as of the Occupancy Date. With the exception of the foregoing, the Premises are leased in its condition as of the date hereof, without representation or warranty by Landlord, subject to any state of facts which an accurate survey or a physical inspection thereof might show, to all applicable legal requirements and any violation of any legal requirements which may exist as of the date hereof. Tenant has examined and approved the premises for all purposes of this lease. Tenant acknowledges that all existing improvements and fixtures included in the premises are in good condition and good working order, or that the Tenant is responsible for the condition thereof.

**8.2.** Tenant further agrees (a) not to obstruct or interfere with the rights of other tenants, or annoy them or those having business with them or conflict with them, not to suffer; (b) permit any trade or occupation to be carried on or use made of the Premises which shall be noisy or offensive to any person or property; (c) not to place upon the exterior any placard, sign, or lettering.

## **ARTICLE 9. HOLD HARMLESS**

**9.1.** Unless the damage or loss is caused by the Landlord's or its agents', employees', invitees', or visitors' acts or omission, Landlord shall not be liable for any damage to, or loss of, property belonging to Tenant, its employees, agents, visitors, licensees or other persons in or about the Premises, or for damage or loss suffered by the business of Tenant, from any normally insurable cause, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, oil, fuel, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Landlord shall not be liable in any manner to Tenant, its agents, employees, invitees or visitors for any injury or damage to Tenant, Tenant's agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act or neglect of third parties (i.e. anyone other than Landlord or its agents, employees, invitees, or visitors) or of Tenant, Tenant's agents, employees, invitees or visitors. Tenant covenants that no tort claim shall be made against Landlord by Tenant, or by any agent or servant of Tenant, or by

others claiming the right to be in the Premises through or under Tenant, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises and acknowledges the Landlord is not liable for any tort claim that results from this Lease (see the Maine Tort Claims Act, Section 8014-B, Subsection 6), subject only to any applicable exceptions to immunity under the Maine Tort Claims Act. In no event shall Landlord be liable to Tenant for any consequential or punitive damages sustained by Tenant arising out of the loss or damage to any property of Tenant.

**9.2.** Tenant covenants and agrees to save Landlord and Landlord's agent harmless and indemnified, and to defend Landlord and Landlord's agent from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any damage or injury to any persons or property from any cause whatsoever, by reason of the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises, unless caused solely by the negligent acts of Landlord or its agents, employees, invitees, or visitors.

**9.3.** The provisions of this Article shall survive the expiration or sooner termination of the Term.

## **ARTICLE 10. INSURANCE**

**10.1.** Tenant hereby acknowledges that the Landlord is subject to the Maine Tort Claims Act and neither party waives the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 MRSA Sec. 8101, et seq.) or any other immunities or defenses under that Act or other applicable law.

**10.2.** Tenant shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Landlord and Tenant, Commercial General Liability insurance, including Contractual Liability Insurance, and if applicable, Pollution Liability Insurance, with a combined bodily injury and property damage limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) in the aggregate, insuring against all liability of Tenant and its representatives arising out of and in connection with Tenant's use or occupancy of the Premises. The Tenant shall provide a Certificate of Insurance to the Landlord and maintain an active Certificate of Insurance during the term of this agreement. Landlord and Landlord's agent shall be named as additional insureds on the Tenant's Insurance Policy.

**10.3.** Following written notice from the Landlord, Tenant shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the commercially reasonable opinion of Landlord or any mortgagee of Landlord, the amount of commercial coverage for tort claims is not adequate as required by state statute and/or property damage insurance coverage at that time does not reflect the estimated cost, less depreciated value of the building.

**10.4.** All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Premises are located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "A. M. Best's Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord on or before the Occupancy Date, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy.

**10.5.** If any of Landlord's insurance policies shall be threatened by cancellation or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant or by anyone Tenant permits on the Premises, and if Tenant fails to remedy the condition within forty-eight (48) hours after written notice thereof, Landlord may at its option either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Tenant shall promptly pay the cost thereof to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises from such entry.

#### **ARTICLE 11. ASSIGNMENT AND SUBLETTING**

**11.1.** Tenant shall not assign, transfer, mortgage or encumber this Land Lease or sublet without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord, in any such case, such consent shall not be unreasonably withheld by Landlord. In the event that Tenant desires to assign this Lease, sublet the Premises, or permit occupancy or use of the Premises or any part thereof by another party or parties, Tenant shall provide Landlord with sixty (60) days advance written notice of Tenant's bona fide proposed assignment or subletting of all or any part of the Premises. Landlord shall have the right, at its option during said sixty (60) day period, to (a) release Tenant from this Lease for such space, (b) sublet all or any part of the Premises from Tenant at the same rental Tenant is paying Landlord, with the right to further sublease such space or (c) refuse to consent to Tenant's assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Premises. The consent by Landlord to any assignment, transfer, or subletting to any party other than Landlord shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease nor shall the collection or acceptance of Rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Tenant from giving Landlord said sixty (60) days' notice, nor from obtaining the consent in writing of Landlord to any further assignment or subletting (which consent may be withheld in the sole and absolute discretion of Landlord). In the event that Tenant defaults hereunder, Tenant hereby assigns to Landlord any and all rent due from any subtenant of Tenant and hereby authorizes

each such subtenant to pay said rent directly to Landlord. Without limiting the generality of the foregoing, if Landlord consents to an assignment or sublease pursuant to this Article, Landlord may condition its consent upon the entry by such transferee into an agreement (in form and substance satisfactory to Landlord) with Landlord, by which such transferee assumes all of Tenant's obligations hereunder.

## **ARTICLE 12. LANDLORD'S RIGHT OF ACCESS**

**12.1.** Landlord may replace, repair, alter or make new or change existing connections from any pipes, conduits or other construction therein, or remove, without being held responsible therefore, placards, signs, lettering, window or door coverings and the like not expressly consented to by Landlord. No notice shall be required in emergency or exigent circumstances.

## **ARTICLE 13. FIRE CLAUSE**

**13.1.** Tenant shall immediately notify Landlord of any damage to the Premises caused by fire or any other casualty.

## **ARTICLE 14. DEFAULTS AND REMEDIES**

**14.1.** It is hereby mutually agreed that: (a) if Tenant shall fail (i) to pay Rent or other sums which Tenant is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Tenant to be kept and performed; or (b) if Tenant shall abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Tenant shall (i) generally not pay Tenant's debts as such debts become due, (ii) become insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Tenant pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer for Tenant or for all or any portion of Tenant's property) in any proceeding whether bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise, then upon the expiration of any Applicable Grace Period as defined below, there shall be a default by Tenant hereunder.

**14.2.** The Applicable Grace Period shall mean:

**14.2.a.** In the case of the failure to pay a sum of money, whether Rent, Operational Expenses, or otherwise, whether payable to Landlord or to another party as required under the terms of this Lease, there shall be an Applicable Grace period of ten (10) calendar days from the date on which such payment or Rent or Operational Expenses is due and no written notice of failure to pay shall be required. In the case of any other obligation to pay a sum of money, there shall be a grace period of ten (10) calendar days from the date on which written notice of failure to pay is given by Landlord in the manner provided by the "Notices and Demands" Article contained in this Lease.

**14.2.b.** In the case of obligations other than obligations to pay a sum of money, there shall be an Applicable Grace Period of forty-five (45) days from the date on which written notice of failure to satisfy such obligations is given by Landlord in the manner provided by the "Notices and Demands" Article contained in this Lease.

**14.3** In each and every such case of a default of Tenant hereunder, from thenceforth and at all times thereafter, at the sole option of Landlord, Landlord may, after Landlord makes commercially reasonable efforts to mitigate damages:

**14.3.a.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may initiate forcible entry and detainer or other process according to law, and with court approval, and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages thereof and Tenant shall indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term. In such event, Tenant's event of default shall be considered a total breach of Tenant's obligations under this Lease and Tenant immediately shall become liable for such damages for such breach, in an amount, equal (after Landlord's efforts to mitigate its damages as required by law) to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to four percent (4%) over the Prime Rate, provided, however, that such interest shall never exceed the highest lawful rate; (3) all costs of reletting the Premises, including brokers' commissions; and (4) all other sums of money and damages owing by Tenant to Landlord. Tenant's right of possession shall cease and terminate, and Landlord shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Premises without further demand of Rent or demand of possession of the Premises.

**14.3.b** Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. "Present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to one (1) percentage point below the discount rate then in effect at the Federal Reserve

Bank nearest the location of the building, subject to Landlord's obligation to mitigate its damages as required by law.

**14.3.c** Pursue any combination of such remedies and/or other remedy available to Landlord on account of such default under applicable law. Provided, however, that Landlord shall make commercially reasonable efforts, in all such cases, to mitigate Tenant's damages.

In the event of any reentry or retaking of the Premises by Landlord and/or any termination of this Lease by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Tenant shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Landlord may thereby sustain in respect to the balance of the Term, and, in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to let said Premises for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease, and such damages, related expenses, at the option of Landlord, may be recovered by it at the time of the retaking and reentry or in separate actions, from time to time, as Tenant's obligation to pay Rent would have accrued if the Term had continued, or from time to time as said damages and related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Landlord may, at the option of Landlord, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

**14.4** The provisions of this Article are subject to the Bankruptcy Laws of the United States of America and the State of Maine which may, in certain cases, limit the rights of Landlord to enforce some of the provisions of this Article in proceedings there under. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article shall be interpreted in a manner which results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws, it being of prime importance to Landlord to deal only with tenants who have, and continue to have, a strong degree of financial strength and financial stability.

**14.5** All rents received by Landlord in any reletting after Tenant's default shall be applied, first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Landlord, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Tenant of any covenant or condition herein made binding upon Tenant. Any remaining rent shall then be applied toward the payment of Rent due from Tenant, together with interest and penalties as defined in this Lease and any other provisions of this Lease, and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable in any way whatsoever (nor shall Tenant be entitled to any set off) for Landlord's failure to relet the Premises unless Landlord fails to make commercially reasonable efforts to do so, provided

however that Landlord, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce against Tenant the provisions of this Lease for the full Term.

**14.6.** In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of an attorney or collection agency the enforcement of all or any part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

#### **ARTICLE 15. SUBORDINATION CLAUSE**

**15.1.** This Lease shall be subject and subordinate at all times to (1) the lien of any mortgage or deed of trust or (2) other encumbrance(s) or (3) U.S. Government or Federal obligations which may now or which may at any time hereafter be made upon the Premises or any portion thereof, or upon Landlord's interest therein, so long as Landlord has obtained the agreement of such holder of a mortgage or deed of trust on the Premises, and of the U.S. Government or other agency administering a Federal obligation upon the Premises, to this Lease, with an acknowledgement that any default by Landlord under any such mortgage, deed of trust, or federal obligation shall not result in termination of this Lease. This clause shall be self-operative, provided that in each such subordination the party to whom Tenant is subordinating agrees in writing with Tenant not to disturb Tenant in its quiet enjoyment of the Premises for so long as Tenant attorns to the holder of such senior interest and abides by the terms and provisions of this Lease directly with the holder of such senior interest or with Landlord (as the holder of such senior interest may then direct). Nonetheless, in confirmation of such subordination, Tenant shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, provided that in the case of each such subordination the party to whom such subordination is granted shall agree not to disturb Tenant in its quiet enjoyment of the Premises on the terms set forth in this Lease. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee at the option of the transferee to honor rather than terminate this Lease upon foreclosure, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord but only on the terms and conditions provided in this Lease. The holder of any mortgage or deed of trust encumbering the Premises shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Upon request, Tenant shall execute and deliver an instrument confirming any such full or partial subordination, provided that in the case of each such subordination the party to whom such subordination is granted shall agree not to disturb Tenant in its quiet enjoyment of the Premises on the terms set forth in this Lease.

## **ARTICLE 16. SURRENDER OF POSSESSION**

**16.1.** Upon the expiration or earlier termination of the Term or Renewal Term as applicable, Tenant shall surrender the Premises and all keys, gate cards, security cards, and locks connected therewith to Landlord in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 8 entitled "Alterations," any and all improvements, repairs, alterations and all other property attached to, installed upon the Premises as a fixture (i) shall, immediately upon the completion of the installation thereof, be and become Landlord's property without payment thereof by Landlord, and (ii) shall be surrendered to Landlord upon the expiration or earlier termination of the Term or Renewal Term as applicable, except that any machinery, equipment or fixtures installed by Tenant and used in the conduct of the Tenant's trade or business (rather than to service the Premises or any of the remainder of the Building or the Premises generally) and all other personal property of Tenant shall remain Tenant's property and shall be removed by Tenant upon the expiration or earlier termination of the Term or Renewal Term as applicable, and Tenant shall promptly thereafter fully restore any of the Premises damaged by such installation or removal thereof.

## **ARTICLE 17. TENANT HOLDING OVER**

**17.1.** If Tenant or any person claiming through Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term or Renewal Term as applicable, Landlord shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Rent and Operational Expenses payable hereunder just prior to the expiration or earlier termination of the Term or Renewal Term as applicable. Landlord shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Tenant, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the Term shall be equally applicable during such period of subsequent occupancy and that Tenant's continuing occupancy shall be as tenant-at-sufferance, unless otherwise agreed in writing between Landlord and Tenant.

## **ARTICLE 18. ESTOPPELS**

**18.1.** Tenant shall, without charge, at any time and from time to time, within five (5) business days after a written request by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying to Landlord, any mortgagee, assignee of a mortgagee, or any purchaser of the Premises, or any other person designated by Landlord, as of the date of such estoppel certificate: (a) that Tenant is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are

then existing any setoffs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant hereunder (and, if so, specifying the same in detail); (d) the amount of the Rent and the dates through which Rent and Operation Expenses have been paid, (e) that Tenant has no knowledge of any then uncured defaults on the part of Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); (g) the amount of any Security Deposit held by Landlord; and (h) such reasonable other information requested by Landlord, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within five (5) business days after written request by Landlord shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If Tenant fails to deliver the certificate within the fifteen (15) business days after requested by Landlord, then by such failure Tenant shall irrevocably constitute and appoint Landlord as its attorney-in-fact to execute and deliver the certificate to any third party.

#### **ARTICLE 19. MISCELLANEOUS**

**19.1.** The term "Tenant" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Tenant shall be construed to be equally applicable to and binding upon its agents, employees and others claiming the right to be in the Premises through or under Tenant.

**19.2.** If more than one individual, firm, or corporation shall join as Tenant, singular context shall be construed to be plural wherever necessary and the covenants of Tenant shall be the joint and several obligations of each party signing as Tenant and when the parties signing as Tenant are partners, shall be the obligation of the firm and of the individual members thereof.

**19.3.** Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

**19.4.** Tenant covenants and agrees that in order to confirm the assurance required by the Civil Rights Act of 1964 and by 49 CFR Part 21 governing the US Department of Transportation, it will not, in its operation and use of the Premises, discriminate nor permit discrimination against any person or group of persons on the basis of race, color, or national origin, in any manner prohibited by 49 CFR Part 21 and all similar or comparable Maine statutes except to the extent permitted by federal law. Noncompliance with this provision is a breach of this Lease.

**19.5.** No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

**19.6.** Notwithstanding anything to the contrary contained in this Lease, Tenant shall look only to Landlord's ownership in the Brunswick Landing and insurance policies related thereto for satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of the partners or principals of Landlord, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Landlord, its members, partners or its principals, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Landlord contained herein. If any provision of this Lease either expressed or implied obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

**19.7.** TENANT AND LANDLORD EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

**19.8.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Tenant any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 13 entitled "Assignment and Subletting" contained herein.

**19.9.** It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

**19.10.** Every agreement contained in this Lease is, and shall be construed as, a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

**19.11.** Whenever a period of time is herein prescribed for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the

computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of that Party.

**19.12.** The submission of this Lease to Tenant shall not be construed as an offer nor shall Tenant have any rights with respect thereto unless Landlord executes a copy of this Lease and delivers same to Tenant.

**19.13.** If, in connection with obtaining financing for the Brunswick Landing (including without limitation leasehold mortgages, syndications or sale/leasebacks), any lender or ground lessor shall request modifications to this Lease as a condition for such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect either the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

**19.14.** All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

## **ARTICLE 20. BROKERS**

**20.1.** Tenant represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Tenant shall indemnify, defend and hold Landlord harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other compensation claimed by any broker or agent with respect to this Lease which arises out of any agreement or dealings, or alleged agreement or dealings, between Tenant and any such agent or broker.

## **ARTICLE 21. NOTICES AND DEMANDS**

**21.1.** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Landlord or Tenant respectively, at the following addresses or to such other addresses as the Parties hereto may designate to the other in writing from time to time:

If to Landlord:

Midcoast Regional Redevelopment Authority  
15 Terminal Drive, Suite 200  
Brunswick, ME 04011  
Attention: Executive Director

With a copy to:

Rob Liscord  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101-2480

If to Tenant:

Tim Summerrow  
430 S McCall Blvd  
Florence, SC 29506

Attention: VP of Airborne Operations

## **ARTICLE 22. QUIET ENJOYMENT**

**22.1.** Landlord covenants and agrees that upon Tenant paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

## **ARTICLE 23. WAIVER OF TRIAL BY JURY**

**23.1.** LANDLORD AND TENANT EACH AGREE TO AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY STATUTORY REMEDY.

**ARTICLE 24. GOVERNING LAW**

**24.1.** This Lease shall be construed and governed by the laws of the State of Maine. Should any provision of this Lease and/or its conditions be illegal or not enforceable under the laws of Maine, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

**ARTICLE 25. EXHIBIT**

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**LANDLORD:**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a body corporate and politic and a public instrumentality of the State of Maine

By: Jeffrey Jordan  
Name: Jeffrey Jordan  
Title: Deputy Director

**WITNESS:**

\_\_\_\_\_

**TENANT: Precision Air, Inc.**

By: Tim Summerrow  
Name: Tim Summerrow  
Title: President

**EXHIBIT A**

Airport Land Lease (38,977 SF)



# Precision Air\_Land Lease\_September 2024

Final Audit Report

2024-10-24

Created:	2024-10-23
By:	MRRA MRRA (katheriner@mrta.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs09sbH03txyormLQCkxpEg0gvjT13H2U

## "Precision Air\_Land Lease\_September 2024" History

-  Document created by MRRA MRRA (katheriner@mrta.us)  
2024-10-23 - 8:15:02 PM GMT
-  Document emailed to Raymond Summerrow (tim.summerrow@tumeq.com) for signature  
2024-10-23 - 8:15:19 PM GMT
-  Email viewed by Raymond Summerrow (tim.summerrow@tumeq.com)  
2024-10-23 - 8:25:08 PM GMT
-  Document e-signed by Raymond Summerrow (tim.summerrow@tumeq.com)  
Signature Date: 2024-10-24 - 3:02:11 PM GMT - Time Source: server
-  Document emailed to Jeffrey Jordan (jeffreyj@mrta.us) for signature  
2024-10-24 - 3:02:18 PM GMT
-  Email viewed by Jeffrey Jordan (jeffreyj@mrta.us)  
2024-10-24 - 3:03:31 PM GMT
-  Document e-signed by Jeffrey Jordan (jeffreyj@mrta.us)  
Signature Date: 2024-10-24 - 3:05:33 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-24 - 3:05:33 PM GMT

## LEASE TERMINATION

The parties hereto, **Midcoast Regional Redevelopment Authority** as Landlord, and **PRECISION AIR, INC.**, a South Carolina corporation, organized under the laws of the State of Maine as Tenant, parties to a certain Lease of certain premises, See 'Exhibit A', and appurtenances thereto located at South End of Airport Tarmac, Brunswick, Maine 04011 (the "Premises") dated October 10, 2024 (the "Lease"), in consideration of the mutual covenants and promises contained herein, have agreed as follows:

1. Tenant and Landlord hereby agree to terminate the Lease effective December 1<sup>st</sup>, 2024. See EXHIBIT A
2. Tenant and Landlord hereby acknowledge and agree that the Tenant's possessory and other rights under the Lease have been terminated as of the date hereof. Tenant hereby releases all of its rights and claims in and to the Lease and releases Landlord of any claims that Tenant may have against Landlord under the Lease or with respect to the Premises. Tenant acknowledges and agrees that this Lease Termination only releases to Landlord Tenant's leasehold interest in the Premises, and that any covenant or other obligations of Tenant under the Lease, including without limitation Tenant's obligation to pay, or to pay to Landlord, the amount of real estate taxes and personal property taxes that may be payable to the Town of Brunswick as a result of Tenant's occupancy of the Premises.
3. Tenant further certifies and warrants to Landlord that Tenant has taken no action or omitted to take any action that would give anyone a claim or lien rights against the Premises.
4. Tenant represents and warrants (i) that Tenant's execution and delivery of this Agreement is duly authorized, (ii) that Tenant has not pledged the Lease as collateral to any party, and (iii) that no consent of any other party is required for Tenant's execution and delivery of this Agreement.
6. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This Agreement contains the final and entire agreement between Landlord and Tenant, and the parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto. If any term of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Agreement, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

**IN WITNESS WHEREOF**, Landlord has hereunto set its hand and seal, or has caused its name to be hereunto subscribed and Tenant has hereunto set its hand and seal, or has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed and attested by its duly authorized officers, as the case may be, as of the day and year first above written.

**LANDLORD**

**MIDCOAST REGIONAL  
REDEVELOPMENT AUTHORITY**

By:   
\_\_\_\_\_  
Jeffrey Jordan  
Deputy Director

**TENANT**

**PRECISION AIR**

By:   
\_\_\_\_\_  
Tim Summerow

**EXHIBIT A**

Airport Land Lease (38,977 SE)



# Precision Air\_Lease Termination\_Land Lease\_December 2024

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	MRRA MRRA (katheriner@mrra.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOdwtz4zwCrE-pAqaDf7Ck1VM1L9Mvr_n

## "Precision Air\_Lease Termination\_Land Lease\_December 2024" History

-  Document created by MRRA MRRA (katheriner@mrra.us)  
2024-11-26 - 3:50:12 PM GMT
-  Document emailed to Raymond Summerrow (tim.summerrow@tumeq.com) for signature  
2024-11-26 - 3:50:17 PM GMT
-  Email viewed by Raymond Summerrow (tim.summerrow@tumeq.com)  
2024-11-26 - 4:59:27 PM GMT
-  Document e-signed by Raymond Summerrow (tim.summerrow@tumeq.com)  
Signature Date: 2024-11-26 - 5:02:03 PM GMT - Time Source: server
-  Document emailed to Jeffrey Jordan (jeffreyj@mrra.us) for signature  
2024-11-26 - 5:02:05 PM GMT
-  Email viewed by Jeffrey Jordan (jeffreyj@mrra.us)  
2024-11-26 - 5:33:20 PM GMT
-  Document e-signed by Jeffrey Jordan (jeffreyj@mrra.us)  
Signature Date: 2024-11-26 - 5:34:30 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-26 - 5:34:30 PM GMT

**Hangar 4 AFFF Release  
August 19, 2024  
Invoices**

Company	Invoice	Date of Service	Invoice Received	Service	Amount	Cumulative	Paid	Check No.	Date
<b>Clean Harbors</b>	1005167819	August 19, 2024	September 16, 2024	Decontamination Service	\$13,381.87	\$13,381.87			
	1005167823	August 20, 2024	September 16, 2024	Decontamination Service	\$31,294.18	\$44,676.05			
	1005167827	August 21, 2024	September 16, 2024	Decontamination Service	\$26,155.47	\$70,831.52			
	1005167811	August 22, 2024	September 16, 2024	Decontamination Service	\$28,344.99	\$99,176.51			
	1005167832	August 23, 2024	September 16, 2024	Decontamination Service	\$25,242.70	\$124,419.21			
	1005167835	August 24, 2024	September 16, 2024	Decontamination Service	\$27,936.12	\$152,355.33			
	1005167838	August 25, 2024	September 16, 2024	Decontamination Service	\$25,493.93	\$177,849.26	\$177,849.26	17188/ 17195	First check dated October 9, 2024 mailed to South Portland (later voided), second check dated October 24, 2024 mailed to Dallas, Texas
	1005186554	August 30, 2024	October 17, 2024	Decontamination Service	\$27,900.84	\$205,750.10			
	1005186570	September 11 and 19	October 17, 2024	Decontamination Service	\$4,976.40	\$210,726.50			
	1005186590	August 24 and 26, September 1-6, 10 & 11.	October 17, 2024	Decontamination Service	\$52,839.72	\$263,566.22			
	1005186603	August 31, 2024	October 17, 2024	Decontamination Service	\$6,409.17	\$269,975.39	\$92,126.13	17201	November 11, 2024
	1005190301	August 26, 2024	October 03, 2024	Decontamination Service	\$30,901.89	\$300,877.28			
	1005190304	August 27, 2024	October 03, 2024	Decontamination Service	\$28,419.65	\$329,296.93			
	1005190298	August 28, 2024	October 03, 2024	Decontamination Service	\$29,651.32	\$358,948.25			
	1005190296	August 29, 2024	October 03, 2024	Decontamination Service	\$27,780.26	\$386,728.51	\$116,753.12	17204	December 02, 2024
	1005190294	September 20, 2024	October 03, 2024	Decontamination Service	\$44,822.98	\$431,551.49			
	1005190294	September 20, 2024	October 03, 2024	Disposal Service	\$78,393.96	\$509,945.45			(likely pay \$123,216.94 in January)
	1005202402	September 30, 2024	October 08, 2024	Container Rental	\$2,520.68	\$512,466.13			
	1005202402	September 27, 2024	October 08, 2024	Decontamination Service	\$16,694.14	\$529,160.27			
	1005202402	September 23, 2024	October 08, 2024	Disposal Service	\$13,497.18	\$542,657.45			
1005222548	October 15, 2024	October 29, 2024	Container Rental	\$8,066.86	\$550,724.31				
1005237146	October 31, 2024	November 12, 2024	Container Rental	\$425.04	\$551,149.35			(likely pay the balance of \$41,203.90 in February)	
<b>Republic Services</b>	1099503	August 27, 2024	September 17, 2024	Environmental Clean-up Services	\$1,659.50	\$1,659.50			
	1099504	August 21 through 26	September 17, 2024	Environmental Clean-up Services	\$73,887.26	\$75,546.76	\$75,546.76	17172	October 02, 2024
<b>Clean Harbors Estimate</b>				Boom Replacement - Preliminary estimate	\$16,714.79				
<b>United States Coast Guard (September 3, 2024 estimate)</b>				No invoice received	\$38,406.00				
<b>Maine Department of Environmental Protection (September 3, 2024 estimate)</b>				No invoice received	\$58,254.39				
<b>OTHER EXPENSES</b>									
<b>Sunbelt Rental</b>	158410770-001	August 22 to September 3, 2024	September 05, 2024	Manlift to clean walls in hangar	\$7,076.48	\$7,076.48	\$7,076.48	17175	October 02, 2024
<b>Floor Systems</b>	51239	September 26, 2024	September 24, 2024	Replace carpet in TechPlace (labor)	\$1,539.45	\$1,539.45	\$1,539.45		
	51239	October 29, 2024	October 29, 2024	Replace carpet in TechPlace (material)	\$2,806.21	\$2,806.21	\$2,806.21		
<b>Drummond Woodsum</b>	870370	August and September 2024	October 21, 2024	Legal Fees	\$14,639.04	\$14,639.04	\$14,639.04		
	873129	Oct-24	November 21, 2024	Legal Fees	\$7,549.15	\$22,188.19	\$7,549.15		
<b>Eastern Fire</b>	1052-F306084	August 28, 2024	October 22, 2024	Foam Release Modules	\$495.00	\$495.00	\$495.00		
<b>Total</b>					<b>\$774,176.62</b>		<b>\$496,380.60</b>		

**Hangar 4 AFFF Release**  
**August 19, 2024**  
**Invoices**

**Loss Revenue**

August 19, 2024

**Precision Air Lease**

Lease was \$18,324.83 per month - all in. An amendment was signed on October 1, 2024 reducing the lease payment to \$5,252.02 per month (\$4,440.00 per month office space, \$812.02 per month for tarmac space) a loss of \$13,072.81 per month retroactive to August 19, 2023

August 19 through August 31	\$5,060.44
September 2024	\$13,072.81
October 2024	\$13,072.81
November 2024	\$13,072.81
December 2024	\$18,324.83
January 2025	\$18,324.83
February 2025	\$18,324.83
	<hr/>
	\$99,253.36

**Total Impact**

**\$873,429.98**

# Midcoast Regional Redevelopment Authority

## Transaction Report July 1-December 6, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	ACCOUNT	AMOUNT	BALANCE
50500 Property Services								
50519 AFFF Spill								
08/19/2024	Bill	1005167819	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$13,381.87	\$13,381.87
08/20/2024	Bill	1005167823	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$31,294.18	\$44,676.05
08/21/2024	Bill	1005167827	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$26,155.47	\$70,831.52
08/22/2024	Bill	1005167811	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$28,344.99	\$99,176.51
08/23/2024	Bill	1005167832	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$25,242.70	\$124,419.21
08/24/2024	Bill	1005167835	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc.	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$27,936.12	\$152,355.33
08/25/2024	Bill	1005167838	Clean Harbors Environmental Services	Clean Harbors Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$25,493.93	\$177,849.26
09/05/2024	Bill	158410770-0001	Sunbelt Rentals, Inc	Rental of Lift to wash airplanes from Hangar 4 following AFFF event.	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$7,076.48	\$184,925.74
09/17/2024	Bill	1099504	Republic Services	REPUBLIC SERVICES August 19 AFFF Spill in Hangar 4 Service from August 21 through August 26, 2024. Work Order 357800	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$73,887.26	\$258,813.00
09/24/2024	Bill	51239	Floor Systems, Inc	Labor: Carpeting, floor prep	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$1,539.45	\$260,352.45
09/24/2024	Bill	51239	Floor Systems, Inc	Materials: Carpet tiles, adhesive, skim title	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$2,806.21	\$263,158.66
09/25/2024	Bill	1099503	Republic Services	REPUBLIC SERVICES August 19 AFFF Spill in Hangar 4 Service from August 27. Work Order 357800	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$1,659.50	\$264,818.16
10/21/2024	Bill	870370	Drummond Woodsum	2024 Fire Suppression System Discharge Incident through 9/30/24	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$14,639.04	\$279,457.20
10/22/2024	Bill	1052-F306084	Davis-Ulmer Sprinkler Co., Inc dba Eastern Fire	MRRA hanger 4 - disable foam release module address in air	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$495.00	\$279,952.20
11/11/2024	Bill	1005186603	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$6,409.17	\$286,361.37
11/11/2024	Bill	1005186554	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$27,900.84	\$314,262.21
11/11/2024	Bill	1005186570	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$4,976.40	\$319,238.61
11/11/2024	Bill	1005186590	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$52,839.72	\$372,078.33
11/21/2024	Bill	873129	Drummond Woodsum	Legal services invoice for 2024 Fire Suppression System Discharge Incident	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$7,549.15	\$379,627.48
12/02/2024	Bill	1005190301	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$30,901.89	\$410,529.37
12/02/2024	Bill	1005190304	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$28,419.65	\$438,949.02
12/02/2024	Bill	1005190298	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$29,651.32	\$468,600.34
12/02/2024	Bill	1005190296	Clean Harbors Environmental Services	Clean Harbors Environmental Services, Inc. Clean Harbors Environmental Services, Inc. Decontamination Services	50500 Property Services:50519 AFFF Spill	Accounts Payable	\$27,780.26	\$496,380.60
<b>Total for 50519 AFFF Spill</b>							<b>\$496,380.60</b>	
<b>Total for 50500 Property Services with sub-accounts</b>							<b>\$496,380.60</b>	
							<b>\$496,380.60</b>	



**EMERGENCY RESPONSE AGREEMENT**

**Customer Name:** Midcoast Regional Redevelopment Authority

**Address:** 15 Terminal Rd Brunswick Maine 04011

**Customer Contact:** Kristine L **Telephone:** KristineL@MRRRA.us

**Job Location (if different):** 74 Orion St Brunswick Maine

**Customer Insurance Carrier/Agent:** State of Maine

**DESCRIPTION OF INCIDENT:** \_\_\_\_\_

Hangar 4 deployment of AFFF Fire suppression system. approximately 1800 gallons of AFFF deployed

This Emergency Response Agreement (“Agreement”) establishes the terms and conditions under which Clean Harbors Environmental Services, Inc., and its affiliates (“CONTRACTOR”) agrees to provide, and the Customer identified above (“CUSTOMER”) agrees to pay for certain environmental services (“Services”). CUSTOMER is obligated to pay the amount due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the day and year first written below.

At the request and discretion of CONTRACTOR, CUSTOMER shall assign to CONTRACTOR all rights to any insurance payments that CUSTOMER may be entitled to receive to pay for the Services provided under this Agreement and in such case Customer shall authorize its insurance company or agent to pay CONTRACTOR directly.

**STANDARD TERMS AND CONDITIONS**

1. The Services may include, but not be limited to, the following:
  - o Containment, recovery, repackaging and removal of waste or other materials;
  - o Site evaluation, decontamination and restoration;
  - o Transportation, storage, treatment or disposal of waste or other materials;

- Technical services, including sampling, laboratory analysis, and other related services;
  - Standby of personnel and equipment in anticipation of imminent activation;
  - Training and mock spill drill deployments;
  - Unscheduled requests for Services.
2. CONTRACTOR shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services. Contractor shall have no obligation to perform or complete any regulatory reporting on behalf of or for the Customer.

CONTRACTOR shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that CONTRACTOR shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by CUSTOMER's employees, its other contractors or agents. CONTRACTOR represents that it holds the permits and licenses required for the performance of the Services. Customer shall perform or complete all Customer-required regulatory reporting requirements.

3. CUSTOMER shall provide full and complete information regarding its requirements for the Services. CUSTOMER shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or scope of Services which may reasonably be provided to CONTRACTOR. CUSTOMER represents and warrants to CONTRACTOR that CUSTOMER has the requisite legal right, title, and interest necessary to provide access to the job site. CONTRACTOR shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by CONTRACTOR in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the scope of Services or information furnished to or obtained by CONTRACTOR; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should CONTRACTOR encounter such conditions, the parties shall agree on a revised scope of Services providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.

CUSTOMER shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of

CUSTOMER; approve CONTRACTOR's daily worksheets and to accept, verify and approve CONTRACTOR's invoices.

CUSTOMER shall be responsible for repairs to all private property, roadways, structures and rights-of-way resulting from CONTRACTOR's reasonable use thereof.

CUSTOMER represents and warrants that it shall provide payment to CONTRACTOR for the services provided by CONTRACTOR as set forth in Article 5, and shall demonstrate to CONTRACTOR's satisfaction prior to the commencement of the Services, and at such other times as CONTRACTOR may require, that sufficient funds are available and committed by CUSTOMER for the entire cost of the Services. Unless such financial assurances are provided by CUSTOMER, CUSTOMER agrees that CONTRACTOR shall not be required to commence or continue any Service and may immediately stop work. The failure of CONTRACTOR to insist upon the provisions of this paragraph at any one time shall not constitute a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement nor shall it constitute a waiver of CONTRACTOR's right to request that evidence of sufficient funds be provided by CUSTOMER at a later date.

CUSTOMER shall communicate to CONTRACTOR all special hazards or risks known to the CUSTOMER which are related to the performance of the Services pursuant to this Agreement.

CUSTOMER hereby authorizes CONTRACTOR or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous wastes and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

4. The payment terms set forth herein are contingent upon the approval of CONTRACTOR's Credit Department. In the event of a change in CUSTOMER's financial condition, CONTRACTOR reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of CONTRACTOR to exercise its rights under this article at any time shall not constitute a waiver of CONTRACTOR's continuing right to do so.

CUSTOMER agrees to pay CONTRACTOR in accordance with CONTRACTOR'S published Rate Schedule for emergency response work and the terms and conditions therein ("Rates") for response or standby activities, including mobilization/demobilization of resources. CUSTOMER's obligation to pay the amount due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage.

CONTRACTOR will present its first invoice to CUSTOMER as soon as possible following commencement of the Services provided hereunder, and may issue subsequent invoices every five (5) days thereafter. CUSTOMER agrees to pay the full amount of each invoice amount within fifteen (15) days of the date of receipt of said invoice by CUSTOMER.

CUSTOMER agrees that interest shall accrue and will be paid to CONTRACTOR on any unpaid balance of any invoice after five (5) days of receipt of invoice by CUSTOMER at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less.

In the event that legal or other action is required to collect unpaid balances of invoices due CONTRACTOR, CUSTOMER agrees to pay all costs of collection, litigation or settlement incurred by CONTRACTOR, including reasonable attorneys' fees. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings. In the event that work is suspended or terminated for any reason prior to the completion of the services, CUSTOMER agrees to pay for labor, equipment, materials, disposal and other costs incurred by CONTRACTOR at the Rates and for reasonable demobilization costs.

CUSTOMER agrees to pay CONTRACTOR in accordance with the Rates for any litigation support or testimony provided by CONTRACTOR in connection with, or arising out of, the work performed by CONTRACTOR hereunder.

5. CUSTOMER agrees to pay CONTRACTOR at the Rates for any costs incurred or delays resulting from CONTRACTOR's response to any emergency condition which threatens safety of persons or property during the performance of the Services.

If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affects the rights or obligations of CUSTOMER or CONTRACTOR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CUSTOMER and CONTRACTOR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, CUSTOMER or CONTRACTOR shall have the right to terminate this Agreement immediately upon written notice to the other party.

6. CONTRACTOR shall keep in effect during the term of this Agreement the following insurance coverages:

<b>COVERAGE</b>	<b>LIMITS</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractors Pollution Liability	\$10 million each Claim \$10 million all Claims

CONTRACTOR shall provide CUSTOMER with a certificate of insurance upon written request.

7. CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees and agents from and against any and all costs, liabilities, claims, demands and causes of action including, without limitation, any bodily injury to or death of any person or destruction of or damage to property which CONTRACTOR may suffer, incur, or pay out, to the extent such are caused by the negligence or willful misconduct of CUSTOMER, its employees or agents or the failure of CUSTOMER to comply with any laws, regulations or other lawful authority or the failure of CUSTOMER to comply with its duties or obligations under this Agreement; except to the extent such liabilities, claims, demands and causes of action result from CONTRACTOR's failure to comply with any laws, regulations or lawful authority, or CONTRACTOR's failure to comply with its obligations under this Agreement or result from the negligence or willful misconduct of CONTRACTOR, its employees or agents.

Notwithstanding the foregoing, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its parent and affiliated companies and their respective directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment; destruction of, damage to, or loss of, whether actual or alleged, any property or natural resources, including the cost of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of subsistence use of natural resources; damages equal to the loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, the Comprehensive Environmental Response, Compensation and Liability Act or other local, state or Federal law or lawful authority applicable to discharges or releases of oil or hazardous substances which CONTRACTOR, individually or collectively, may suffer, incur, or pay out in connection with, or arising out of the release of oil or hazardous substances by CUSTOMER; provided, however, that the foregoing indemnity shall not apply to any claims, liabilities or causes of action caused by the transportation or disposal of waste materials by CONTRACTOR.

CUSTOMER agrees that CONTRACTOR shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by CONTRACTOR, its employees, agents and/or subcontractors.

NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CUSTOMER AGREES THAT CONTRACTOR'S AGGREGATE LIABILITY TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF

LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CONTRACTOR FOR THE SERVICES.

8. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event. The foregoing shall apply regardless of any statutory requirements, including response time requirements pursuant to the Oil Pollution Act of 1990. Contractor shall have no liability for any fines or penalties incurred by Customer as a result of Customer's noncompliance with any statutory response requirements.
9. This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party.
10. Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

Customer: Midcoast Regional Redevelopment Authority  
MRRA  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: Clean Harbors Environmental Services, Inc.  
42 Longwater Drive,  
P.O. Box 9149  
Norwell, MA 02061-9149  
Attn: General Counsel (Urgent Contract Matter)

11. Waiver - Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Severability - If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement or other sections of this Agreement.

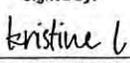
Entire Agreement - This Agreement and Exhibits to this Agreement represent the entire understanding and agreement between CUSTOMER and CONTRACTOR and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. Modifications to this Agreement shall be effective only if in writing and signed by the CUSTOMER and CONTRACTOR. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by CUSTOMER shall be void and are hereby expressly rejected by CONTRACTOR.

Survival - The provisions contained in Article 2, 3, 4, 7 and 11 shall survive and remain in effect following the termination of this Agreement.

Applicable Law - This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement. If Services are being performed in Canada, the parties agree that payment shall be made in CAD and the first sentence of this provision shall be deleted and replaced in its entirety with the following: This Agreement shall be interpreted and enforced according to the laws of the province where the Services are performed and the parties agree to submit to the jurisdiction of the courts of the province where the Services are performed for any disputes arising under this Agreement.

Electronic Signatures - The parties agree that this Agreement and all other documents may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes.

**CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT**

Signed by:  
  
Signature

Kristine L  
Print Name

8/19/2024  
Date

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

Signature

Print Name

Date



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Region: US NATIONAL

Rate Category Type: Emergency Response Services - Non-Contract Customer

Currency Code: USD

Description	UOM	Price (USD)
<b>FIELD PERSONNEL</b>		
Field Technician	HR	\$94.00
Foreman	HR	\$114.00
Equipment Operator	HR	\$120.00
Chemist	HR	\$124.00
Supervisor	HR	\$129.00
Lead Chemist	HR	\$143.00
Project Manager	HR	\$162.00
Site Safety Officer	HR	\$173.00
<b>TECHNICAL PERSONNEL</b>		
Field Inspector	HR	\$98.00
Mechanic	HR	\$116.00
Welder	HR	\$116.00
Field Engineer/Scientist/Geologist	HR	\$129.00
Senior Engineer/Scientist/Geologist	HR	\$145.00
Professional Engineer/LSP	HR	\$182.00
<b>ADMINISTRATIVE/MANAGERIAL PERSONNEL</b>		
On Site Administration	HR	\$101.00
Emergency Response Coordinator	HR	\$160.00
General Manager	HR	\$222.00
<b>COVID19 RESPONSE EQUIPMENT*</b>		
Antiviral Backpack Sprayer	DAY	\$263.00
Antiviral Disinfectant Fogger	DAY	\$189.00
Antiviral Disinfectant Solution	GAL	\$49.00
Antiviral Electrostatic Sprayer	DAY	\$263.00
Decon Station	DAY	\$210.00
High Power Antiviral Fogger	DAY	\$683.00
N95 MASK	EA	\$7.90

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Wheeled Antiviral Sprayer	DAY	\$525.00
<b>PER DIEM / SUBSISTENCE</b>		
Per Diem / Subsistence	DAY	\$190.00
<b>HEAVY DUTY TRUCKS</b>		
Box Truck	HR	\$112.00
Dump Truck, 10 Wheel	HR	\$123.00
High Powered Vacuum Truck/Cusco	HR	\$195.00
Rolloff Straightjob	HR	\$123.00
Rolloff Two Can Trailer	HR	\$137.00
Skid Mounted Vacuum System	HR	\$82.00
Tractor Only, No Trailer	HR	\$103.00
Tractor w/Box Van	HR	\$130.00
Tractor w/Dump Trailer	HR	\$133.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$143.00
Tractor w/Liquid Transporter	HR	\$158.00
Tractor w/Rolloff Trailer	HR	\$137.00
Tractor w/Vacuum Trailer	HR	\$157.00
Vactor with Jet Rodder	HR	\$195.00
Vacuum Truck, Straight	HR	\$130.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$195.00
<b>LIGHT DUTY TRUCK/RESPONSE EQUIPMENT</b>		
Emergency Response Van	HR	\$125.00
Pickup with Dump Body	HR	\$49.00
Pickup/Van/Car/Crew Cab	HR	\$44.00
Small Box Truck / Cube Van	HR	\$69.00
Spill Trailer	DAY	\$372.00
Stake Body/Utility Truck	HR	\$60.00
Utility / Support Trailer	DAY	\$255.00
<b>PRESSURE WASHING EQUIPMENT</b>		
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$77.00
1000psi Pressure Washer	DAY	\$109.00
2-D Rotating Nozzle	HR	\$71.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$152.00
2000psi Pressure Washer	DAY	\$118.00
2500psi Hot Water Pressure Washer	DAY	\$369.00
2500psi Pressure Washer	DAY	\$129.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$93.00
3000psi Hot Water Pressure Washer	DAY	\$407.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$179.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$179.00

### PUMPING/TRANSFERRING PUMPS

Drum Head Vacuum System, Electric	DAY	\$58.00
Drum Loader	DAY	\$186.00
Pump - Centrifugal, 2 in	DAY	\$119.00
Pump - Diesel Lister, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 1 in	DAY	\$105.00
Pump - Double Diaphragm, 2 in	DAY	\$149.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$197.00
Pump - Double Diaphragm, 3 in	DAY	\$167.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$218.00
Pump - Double Diaphragm, 4 in	DAY	\$229.00
Pump - Electric Drum	DAY	\$118.00
Pump - Electric Submersible, 2 in	DAY	\$117.50
Pump - Electric Submersible, 3 in	DAY	\$780.00
Pump - Electric Submersible, 4 in	DAY	\$630.00
Pump - Hand	DAY	\$38.00
Pump - Hydraulic Transfer, 4 in	HR	\$38.00
Pump - Hydraulic Transfer, 6 in	HR	\$284.00
Pump - Trash, 4 in	DAY	\$309.00

### MARINE RESPONSE EQUIPMENT

Airboat, Single Engine	DAY	\$1512.00
Airboat, Twin Engine	DAY	\$4410.00
Boat/Workskiff without Motor	DAY	\$179.00
Brush Skimmer	DAY	\$1008.00
Containment Boom - 10" Per Foot Per Day	FT	\$2.25

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Containment Boom - 18" Per Foot Per Day	FT	\$2.51
Containment Boom - 24" Per Foot Per Day	FT	\$3.24
Containment Boom - 36" Per Foot Per Day	FT	\$3.64
Drum Skimmer (24in-36in)	DAY	\$790.00
Drum Skimmer, Double Barrel 24"	DAY	\$1234.00
Hydraulic Power Pack for Skimmer	DAY	\$278.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1197.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1298.00
Landing Craft (LCM), 35ft-45ft	DAY	\$1947.00
PFD Deck Suit	EA	\$731.00
PFD Life Vest	DAY	\$34.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$103.00
Power Barge Boat, 26ft-30ft	DAY	\$1386.00
Power Barge Boat, 30ft-42ft	DAY	\$2520.00
Power Workboat, Fast Response, 12-14ft	DAY	\$376.00
Power Workboat, Fast Response, 15-17ft	DAY	\$449.00
Power Workboat, Fast Response, 18-22ft	DAY	\$751.00
Power Workboat, Fast Response, 23-26ft	DAY	\$945.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1197.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$990.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1028.00
Skim Pack Skimmer	DAY	\$204.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$819.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1103.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$977.00
Skimmer, Duck Bill	DAY	\$36.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$6899.00
Skimming Vessel Belt Drive Replacement	EA	\$1691.00
Weir Skimmer Unit	DAY	\$219.00

### FIELD ANALYTICAL

4 Gas/5 Gas Meter	DAY	\$193.00
Bailer & Sampling Equipment	DAY	\$66.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Draeger Air Monitoring Pump	DAY	\$86.00
Explosion/Oxygen Meter	DAY	\$137.00
Geiger Counter Meter	DAY	\$171.00
Hydrogen Cyanide Meter	DAY	\$141.00
Interface Probe	DAY	\$137.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$555.00
Mercury Vapor Analyzer	DAY	\$284.00
Particulate Meter, Mini Ram or equivalent	DAY	\$137.00
Personal Air Pump Meter	DAY	\$66.00
pH Meter	DAY	\$66.00
PID Meter	DAY	\$137.00
Well Purging/Sampling Pump	DAY	\$66.00
<b>HOSES/PIPE*</b>		
Hose - Chemical, 2 in X 20 ft	DAY	\$40.00
Hose - Chemical, 3 in X 20 ft	DAY	\$56.00
Hose - Chemical, 4 in X 20 ft	DAY	\$73.00
Hose - Flex ADS, 6 in, per ft	FT	\$5.35
Hose - Flex, 4 in, per ft	FT	\$3.32
Hose - Lay Flat, 2 in X 25ft	DAY	\$30.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$66.00
Hose - Lay Flat, 6 in X 25 ft	DAY	\$86.00
Hose - Suction, 2 in X 25 ft	DAY	\$34.00
Hose - Suction, 3 in X 25 ft	DAY	\$46.00
Hose - Suction, 4 in X 25 ft	DAY	\$66.00
Hose - Suction, 6 in X 25 ft	DAY	\$95.00
Wash Hose, 1/2in x 50ft	DAY	\$19.00
<b>EARTH MOVING EQUIPMENT</b>		
Backhoe Loader, 1 Yard Bucket	HR	\$86.00
Bobcat Loader/Mini Excavator	HR	\$80.00
Excavator, 20-30 Ton	HR	\$109.00
Fork Attachment for Bobcat Loader	DAY	\$63.00
Loader, 2-3 Yard Bucket	HR	\$83.00
Mini Excavator	HR	\$80.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Sweeper Attachment for Bobcat Loader	DAY	\$154.00
<b>PNEUMATIC POWER TOOLS</b>		
3/4in Drill, Rotary Hammer	DAY	\$99.00
Airspade Pneumatic Shovel	DAY	\$72.00
Jackhammer, 40Lb	DAY	\$71.00
Jackhammer, 60Lb	DAY	\$89.00
Jackhammer, 90Lb	DAY	\$107.00
Pneumatic Chipping Gun	DAY	\$114.00
Steel Nibbler, Pneumatic	DAY	\$142.00
<b>GAS POWERED TOOLS</b>		
Brush Cutter/Power Broom	DAY	\$133.00
Chain Saw	DAY	\$133.00
Cutoff Saw (Demo)	DAY	\$142.00
<b>ELECTRIC POWER TOOLS*</b>		
1/2in Drill, Electric	DAY	\$47.00
Circular Saw, Electric	DAY	\$66.00
Mercury Vacuum	DAY	\$223.00
Reciprocating Saw (Sawzall), Electric	DAY	\$86.00
Wet Vacuum (Shop Vac)	DAY	\$47.00
<b>SITE SUPPORT</b>		
100 HP boiler unit	HR	\$109.00
15 Gal HEPA Vacuum	DAY	\$186.00
150,000 BTU Portable Heater	DAY	\$294.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$46.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 175-185 CFM	DAY	\$284.00
Air Compressor 8-10 CFM	DAY	\$132.00
ATV, 4X4 or 4X6	DAY	\$396.00
Carbon Filter System	DAY	\$269.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Drum Vacuum, Pneumatic	DAY	\$198.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$80.00
Eyewash Station	DAY	\$58.00
Frac Tank 20,000 Gal	DAY	\$75.00
Frac Tank, Double Walled	DAY	\$123.00
Generator - 12K Watt	DAY	\$271.00
Generator - 4,000 Watt	DAY	\$151.00
Generator - 5,000 Watt	DAY	\$171.00
Generator - 8,000 Watt	DAY	\$198.00
Halogen Spotlight	DAY	\$114.00
Incident Command Unit	DAY	\$1696.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$114.00
Light Stand	DAY	\$114.00
Light Tower w/Generator	DAY	\$566.00
Manlift	DAY	\$271.00
Office Trailer	DAY	\$124.00
On-site Van Trailer (Tractor not included)	DAY	\$218.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$189.00
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Pump - Trash, 2 in	DAY	\$118.00
Pump - Trash, 3 in	DAY	\$136.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$23.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$74.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$493.00
Traffic Cone/Barricade Unit	DAY	\$1.63
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$396.00
Vacuum Box, Watertight	DAY	\$112.00
Weather Mitigation (Heat/Cold Relief)	EA	\$150.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
<b>SPECIALTY EQUIPMENT</b>		
Auger, Manual	DAY	\$71.00
Compactor	DAY	\$71.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$394.00
Cutting Torch/Acetylene Torch	DAY	\$131.00
DBI/Rogliss Tripod	DAY	\$71.00
Drum Crusher, Portable	DAY	\$493.00
Drum Tilter, Mechanical	DAY	\$186.00
Electric Auger	DAY	\$80.00
Electric Blower	DAY	\$95.00
Explosion Proof Pneumatic Fan Blower	DAY	\$95.00
Fiber Optic Camera	HR	\$63.00
Fiber Optic Camera Truck	HR	\$171.00
Forklift, 2,000Lb Capacity	DAY	\$453.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$488.00
Plasma Cutting Torch	DAY	\$257.00
Remote Drum Opener, Pneumatic	DAY	\$1290.00
Sand Blaster and Hose	HR	\$32.00
Transit Set	DAY	\$136.00
Walk Behind Concrete Saw	DAY	\$247.00
<b>RESPIRATORY PROTECTION*</b>		
2 Man Breathing System	DAY	\$312.00
4 Man Breathing System	DAY	\$396.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$114.00
Chlorine Cartridges	PAIR	\$35.00
Mercury Cartridges	PAIR	\$59.00
MSA Chemical Cartridge	EA	\$36.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$284.00
Organic Vapor Cartridges (No Dust)	PAIR	\$41.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$74.00
Respirator, Full Face	DAY	\$40.00

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Initial  
kl



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Self Contained Breathing Apparatus (SCBA)	DAY	\$284.00
<b>PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*</b>		
Level A w/ResponderPlus Suit/Changeout	EA	\$1028.00
Level B w/CPF2 or Polytyvek/Changeout	EA	\$217.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$271.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$325.00
Level C w/CPF1,2 or Polytyvek/Changeout	EA	\$66.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$81.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$131.00
Modified Level D (Tyvek and Boots)	EA	\$33.00
<b>CHEMICAL PROTECTIVE GARMENTS*</b>		
Chemrel Suit, Level C	EA	\$91.00
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00
Tyvek, Polycoat HD/BT	EA	\$24.50
Tyvek, Saranex	EA	\$62.00
Tyvek, White	EA	\$24.50
<b>HAND/FOOT PROTECTION*</b>		
14in Neoprene Gloves	PAIR	\$14.10
Cotton Winter Glove Liners	PAIR	\$6.50
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
Glove, Nitrile, Inner Liner	PAIR	\$3.68
Gloves - 12 in PVC	PAIR	\$12.50
Gloves - 18 in PVC	PAIR	\$13.10
Gloves - Bulking and Solvents	PAIR	\$38.00
Gloves - Dexterity	PAIR	\$23.00
Gloves - Impact and Cut Resistant	PAIR	\$32.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Puncture Resistant Gloves	PAIR	\$109.00
Silver Shield Gloves	PAIR	\$37.00
<b>DOT SHIPPING CONTAINERS*</b>		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$118.00
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00
16 Gal / 70 L Closed Poly Drum	EA	\$89.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$88.00
16 Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.00
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$625.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$365.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$95.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$130.00
30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/100	EA	\$130.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$108.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$147.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$115.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$26.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$51.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$84.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$113.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$105.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$67.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$114.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$96.00

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Initial

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$121.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$138.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$370.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$371.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$45.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$436.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$88.00
Drum Liners	EA	\$5.30
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$93.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$44.00
Flexbin/Cubic Yard Box Liner	EA	\$32.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$105.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$107.00
Hazardous Waste Labels / Markings	EA	\$1.80
Labels - DOT Diamonds	EA	\$1.80
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$189.25
Rolloff Poly Liner	EA	\$69.00
Vacbox Liner/Bladder	EA	\$441.00
Waste Wrangler	EA	\$112.00
<b>ABSORBENT MATERIALS*</b>		
Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$115.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$183.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$90.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00

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## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
HGX Absorbent (Mercury absorbent)	LBS	\$22.50
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 12 lb / 5.5 kg	BAG	\$114.00
Rags, 50 lb / 23 kg	BOX	\$103.00
Speedi Dry	BAG	\$18.00
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$70.55
<b>DEGREASERS &amp; NEUTRALIZING AGENTS*</b>		
Capsur	GAL	\$184.00
Cirtic Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$50.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00
Simple Green Degreaser	GAL	\$14.00
Soda Ash, 100 lb / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00
<b>ER COVERAGE FEES/SAFETY PLANS/REPORTS</b>		
Additional Site Listings	EA	\$1000.00
Communications Package	DAY	\$53.00
ER Incident Report Fee	EA	\$400.00
OPA 90 Single Facility Fee	EA	\$2500.00
Safety Plan	EA	\$150.00
<b>WASTE MATERIAL APPROVAL</b>		
Profile Approval Fee (No Sample)	EA	\$125.00
Profile Recertification Fee (No Sample)	EA	\$35.00
Sample & Profile Approval Fee	EA	\$208.00
<b>MISCELLANEOUS*</b>		
Acetylene Bottle	EA	\$49.00
Bottled Water / Stress Relief	CA	\$28.00

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Initial

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### Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Breathing Air Bottle Refill	EA	\$33.00
Caution Tape/Roll	EA	\$61.00
Digital Camera	DAY	\$94.00
Duct Tape/Roll	EA	\$24.00
First Aid Kit, 25 Person	EA	\$90.00
Misc. Handtools	DAY	\$53.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00
Shrink Wrap	ROL	\$52.00



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

### NOTES:

- 1) All labor, equipment, materials, and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work, will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$50.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24-hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) All projects are subject to a minimum four (4) hour response charge or \$3500.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 9) Charges for Safety Plans are assessed on all projects. In some instances, a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 10) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee).
- 11) The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for California generators.
- 12) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 13) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 14) Unless specifically notated in the equipment description, all equipment rates are unoperated.
- 15) All waste disposal from project and or response activities will be charged additionally to the rates lists herein plus local, state, and federal fees/taxes of the generating location/receiving facilities as applicable. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests, and bills of lading, but does not include the Profile Approval Fee of \$125 and Profile Recertification Fee of \$35 which will be charged upon profile approval or recertification per profile.
- 16) A \$27 fee per manifest will be charged to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018. This fee is evaluated annually and could increase based on cost from EPA and administration of process.
- 17) In the event of adverse temperatures and working conditions, a daily charge will apply for "Adverse weather/conditions relief" of \$150 Day. The daily charge covers consumables for both hot/cold conditions such as ice, water, Gatorade/electrolyte drinks, and coolers/thermos.
- 18) Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- 19) Incident Reports can be created for any emergency response projects and will be charged at a rate of \$200 each. Larger and more complex reports will be quoted case-by-case.
- 20) Standby charges will be negotiated on a case-by-case basis.
- 21) Clean Harbors guarantees to hold prices firm for 30 days.

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***Accidental Discharge of PFAS Containing Firefighting Foam at Brunswick Executive Airport***

We want to inform the public of a discharge of firefighting foam containing PFAS from the fire suppression system at Hangar 4, Brunswick Executive Airport at approximately 5:30 a.m. this morning.

The Maine Department of Environmental Protection (MaineDEP) and the Brunswick Fire Department are currently on-site assessing the situation and addressing any potential impacts.

We understand the importance of this matter and are committed to keeping you informed. Additional details will be provided as they become available.

Thank you for your attention and understanding.

Kristine Logan  
Executive Director  
Midcoast Regional Redevelopment Authority

August 19, 2024  
9:28 a.m.



Midcoast Regional Redevelopment Authority

15 Terminal Road, Suite 200 ■ Brunswick, ME 04011 ■ 207-798-6512



52-7444/2112

10/24/2024

PAY TO THE ORDER OF

Clean Harbors Environmental Services, Inc.

\$ \*\*177,849.26

One hundred seventy-seven thousand eight hundred forty-nine and 26/100\*\*\*\*\*

DOLLARS

Clean Harbors Environmental Services  
P.O. Box 734867  
Dallas, Texas 75373-4867

MEMO



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED INK WILL DISAPPEAR WITH HEAT.

⑈017195⑈ ⑆211274447⑆ 030⑈1409 8⑈

MARRA	10/24/2024	Clean Harbors Environmental Services, Inc.				17195
	Date	Type	Reference	Original Amount	Balance Due	Payment
	08/19/2024	Bill	1005167819	13,381.87	13,381.87	13,381.87
	08/20/2024	Bill	1005167823	31,294.18	31,294.18	31,294.18
	08/21/2024	Bill	1005167827	26,155.47	26,155.47	26,155.47
	08/22/2024	Bill	1005167811	28,344.99	28,344.99	28,344.99
	08/23/2024	Bill	1005167832	25,242.70	25,242.70	25,242.70
	08/24/2024	Bill	1005167835	27,936.12	27,936.12	27,936.12
	08/25/2024	Bill	1005167838	25,493.93	25,493.93	25,493.93
			Check Amount			177,849.26

Bath Savings NEW C 177,849.26

MARRA	10/24/2024	Clean Harbors Environmental Services, Inc.				17195
	Date	Type	Reference	Original Amount	Balance Due	Payment
	08/19/2024	Bill	1005167819	13,381.87	13,381.87	13,381.87
	08/20/2024	Bill	1005167823	31,294.18	31,294.18	31,294.18
	08/21/2024	Bill	1005167827	26,155.47	26,155.47	26,155.47
	08/22/2024	Bill	1005167811	28,344.99	28,344.99	28,344.99
	08/23/2024	Bill	1005167832	25,242.70	25,242.70	25,242.70
	08/24/2024	Bill	1005167835	27,936.12	27,936.12	27,936.12
	08/25/2024	Bill	1005167838	25,493.93	25,493.93	25,493.93
			Check Amount			177,849.26

Bath Savings NEW C 177,849.26



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167819

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000008 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
19 Aug 2024	1005167819	MI2467	ME	2404563340	Hanger 4	34630052	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
19 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$13,381.87

SUBTOTAL \$13,381.87

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$13,381.87

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
9-16-24

Code 50519 Class BXM  
 Amount Approved 13,381.87  
 Date Approved \_\_\_\_\_  
 Approved By [Signature] Deputy Director  
 Approved By \_\_\_\_\_ Department Head  
 10/2/2024



Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167819

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2404563340-001 - Respond to AFFF release**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
		19 Aug 2024						
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	VACSJ	Vacuum Truck, Straight	8.500	HR	123.0000			\$1,045.50
	VACSJ5K	5000g Vacuum Truck, Straight	8.500	HR	97.0000			\$824.50
	WASHER30H	3000psi Hot Water Pressure Washer	1.000	DAY	407.0000			\$407.00
	WASHER25	2500psi Pressure Washer	1.000	DAY	129.0000			\$129.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	5.000	EA	72.0000			\$360.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000	DAY	34.0000			\$544.00
	GEN4000	Generator - 4,000 Watt	1.000	DAY	151.0000			\$151.00
	FT	Field Technician	2.000	HR	84.0000			\$168.00
	FTOT	Field Technician Overtime	5.000	HR	126.0000			\$630.00
	FT	Field Technician	3.500	HR	84.0000			\$294.00
	FTOT	Field Technician Overtime	5.000	HR	126.0000			\$630.00
	EO	Equipment Operator	3.500	HR	107.0000			\$374.50
	EOOT	Equipment Operator, Overtime	5.000	HR	160.5000			\$802.50
	FOR	Foreman	3.000	HR	100.0000			\$300.00
	FOROT	Foreman Overtime	5.000	HR	150.0000			\$750.00
	EO	Equipment Operator	2.000	HR	107.0000			\$214.00
	EOOT	Equipment Operator, Overtime	5.000	HR	160.5000			\$802.50
	SUP	Supervisor	5.000	HR	122.0000			\$610.00
	SUPOT	Supervisor, Overtime	5.000	HR	183.0000			\$915.00
	MATERIAL2	Crew Lunch	1.000	EA	75.0800			\$75.08
	GLVLTH	Gloves - Impact and Cut Resistant	5.000	PAIR	32.0000			\$160.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	FEE	Recovery Fee	11,486.580	EA	0.1650			\$1,895.29
							<b>SUBTOTAL</b>	<b>\$13,381.87</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$13,381.87</b>



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167823

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000009 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
20 Aug 2024	1005167823	MI2467	ME	2404563340	Hanger 4	34630127	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
20 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$31,294.18

SUBTOTAL \$31,294.18

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$31,294.18

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
09-16-24

799 9110

Cndc 50519 Class BXIM25  
 Amount Approved 31,294.18  
 Date Approved \_\_\_\_\_  
 Approved By [Signature] Deputy Director  
 Approved By [Signature] Department Head  
 10/2/2024



Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167823

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
20 Aug 2024								
	CUBEVAN	Small Box Truck / Cube Van	1.000		DAY	550.0000		\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	370.0000		\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	370.0000		\$370.00
	TKUTIL	Stake Body/Utility Truck	1.000		DAY	480.0000		\$480.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	370.0000		\$370.00
	VACSJ5K	5000g Vacuum Truck, Straight	15.000		HR	97.0000		\$1,455.00
	VACSJ	Vacuum Truck, Straight	15.000		HR	123.0000		\$1,845.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	12.000		EA	72.0000		\$864.00
	WASHER30H	3000psi Hot Water Pressure Washer	1.000		DAY	407.0000		\$407.00
	WASHER25	2500psi Pressure Washer	1.000		DAY	129.0000		\$129.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000		DAY	34.0000		\$544.00
	TKPU	Pickup/Van/Car/Crew Cab	1.500		HR	37.0000		\$55.50
	FT	Field Technician	8.000		HR	84.0000		\$672.00
	SUP	Supervisor	8.000		HR	122.0000		\$976.00
	SUPOT	Supervisor, Overtime	7.000		HR	183.0000		\$1,281.00
	FTOT	Field Technician Overtime	7.000		HR	126.0000		\$882.00
	EO	Equipment Operator	6.000		HR	107.0000		\$642.00
	EOOT	Equipment Operator, Overtime	4.000		HR	160.5000		\$642.00
	FT	Field Technician	8.000		HR	84.0000		\$672.00
	FTOT	Field Technician Overtime	7.000		HR	126.0000		\$882.00
	FT	Field Technician	8.000		HR	84.0000		\$672.00
	FTOT	Field Technician Overtime	7.000		HR	126.0000		\$882.00
	FT	Field Technician	8.000		HR	84.0000		\$672.00
	FTOT	Field Technician Overtime	7.000		HR	126.0000		\$882.00
	EO	Equipment Operator	8.000		HR	107.0000		\$856.00
	EOOT	Equipment Operator, Overtime	2.000		HR	160.5000		\$321.00
	FT	Field Technician	8.000		HR	84.0000		\$672.00
	FTOT	Field Technician Overtime	7.000		HR	126.0000		\$882.00
	EO	Equipment Operator	8.000		HR	107.0000		\$856.00
	EOOT	Equipment Operator, Overtime	4.000		HR	160.5000		\$642.00
	FOR	Foreman	8.000		HR	100.0000		\$800.00
	FOROT	Foreman Overtime	6.500		HR	150.0000		\$975.00
	FTOT	Field Technician Overtime	1.500		HR	126.0000		\$189.00
	GLVLTH	Gloves - Impact and Cut Resistant	13.000		PAIR	32.0000		\$416.00
	MATERIAL2	Tarps/Stakes/Wands/Rope	1.000		EA	1,022.4500		\$1,022.45
	MEALS	Crew Meal	1.000		EA	78.7800		\$78.78
	MATERIAL2	Pressure Washer and Accesories	1.000		EA	815.2300		\$815.23
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	FEE	Recovery Fee	26,861.960		EA	0.1650		\$4,432.22
							<b>SUBTOTAL</b>	<b>\$31,294.18</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$31,294.18</b>



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167827

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000010 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
21 Aug 2024	1005167827	MI2467	ME	2404563340	Hanger 4	34630129	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
21 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$26,091.12

SUBTOTAL \$26,091.12

TAX \$64.35

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$26,155.47

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
9-16-24

Code 50519 Class BXM  
 Amount Approved \_\_\_\_\_  
 Date Approved \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Deputy Director  
 Department Head  
 10/2/2024

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167827

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
21 Aug 2024								
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	TKUTIL	Stake Body/Utility Truck	1.000	DAY	480.0000			\$480.00
	VACSJ	Vacuum Truck, Straight	12.000	HR	123.0000			\$1,476.00
	WASHER30H	3000psi Hot Water Pressure Washer	1.000	DAY	407.0000			\$407.00
	WASHER25	2500psi Pressure Washer	1.000	DAY	129.0000			\$129.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	12.000	EA	72.0000			\$864.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000	DAY	34.0000			\$544.00
	VACSJ5K	5000g Vacuum Truck, Straight	12.000	HR	97.0000			\$1,164.00
	SUPOT	Supervisor, Overtime	4.000	HR	183.0000			\$732.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	EO	Equipment Operator	8.000	HR	107.0000			\$856.00
	EOOT	Equipment Operator, Overtime	6.500	HR	160.5000			\$1,043.25
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	EO	Equipment Operator	8.000	HR	107.0000			\$856.00
	EOOT	Equipment Operator, Overtime	4.500	HR	160.5000			\$722.25
	FOR	Foreman	8.000	HR	100.0000			\$800.00
	FOROT	Foreman Overtime	7.000	HR	150.0000			\$1,050.00
	GLVIMPACT	Glove, cut level 3 puncture level 3, high impact resistance	12.000	EA	61.0000			\$732.00
	BOOTOVER	17in Over/Slush Boots - Purchase	12.000	PAIR	12.0000			\$144.00
	GLVLTH	Gloves - Impact and Cut Resistant	12.000	PAIR	32.0000			\$384.00
	MATERIAL2	Flexhose	1.000	EA	359.0700			\$359.07
	MEALS	Crew Meal	1.000	EA	173.2400			\$173.24
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	MOBE-RENTA	Deliver Frac Tank and Equipment	1.000	EA	1,170.0000 T			\$1,170.00
	FEE	Recovery Fee	22,395.810	EA	0.1650			\$3,695.31
							<b>SUBTOTAL</b>	<b>\$26,091.12</b>
							<b>TAX</b>	<b>\$64.35</b>
							<b>TASK TOTAL</b>	<b>\$26,155.47</b>

T indicates SALES TAXABLE ITEM

Invoice Date: 04 Sep 2024



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167811

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000007 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above.*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Code 50519 Class EXM  
Amount Approved \_\_\_\_\_  
Date Approved 28,344.09  
Approved By \_\_\_\_\_  
Approved By \_\_\_\_\_

Deputy Director  
Department Head  
*[Signature]*  
10/21/2024

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
22 Aug 2024	1005167811	MI2467	ME	2404563340	Hanger 4	34630049	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
22 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$28,344.99

SUBTOTAL \$28,344.99

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$28,344.99

REMIT PAYMENT BY → DUE DATE Due Immediately

RECEIVED  
09-16-24

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167811

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
22 Aug 2024								
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	TKUTIL	Stake Body/Utility Truck	1.000	DAY	480.0000			\$480.00
	VACCUSCO	High Powered Vacuum Truck/Cusco	12.000	HR	188.0000			\$2,256.00
	VACSJ5K	5000g Vacuum Truck, Straight	12.000	HR	97.0000			\$1,164.00
	WASHER30H	3000psi Hot Water Pressure Washer	1.000	DAY	407.0000			\$407.00
	WASHER25	2500psi Pressure Washer	1.000	DAY	129.0000			\$129.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	12.000	EA	72.0000			\$864.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000	DAY	34.0000			\$544.00
	SUPOT	Supervisor, Overtime	4.000	HR	183.0000			\$732.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FOR	Foreman	8.000	HR	100.0000			\$800.00
	FOROT	Foreman Overtime	4.500	HR	150.0000			\$675.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	EO	Equipment Operator	8.000	HR	107.0000			\$856.00
	FT	Field Technician	8.000	HR	84.0000			\$672.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	EO	Equipment Operator	8.000	HR	107.0000			\$856.00
	EOOT	Equipment Operator, Overtime	4.000	HR	160.5000			\$642.00
	FOR	Foreman	8.000	HR	100.0000			\$800.00
	FOROT	Foreman Overtime	5.000	HR	150.0000			\$750.00
	FOR	Foreman	8.000	HR	100.0000			\$800.00
	FOROT	Foreman Overtime	4.000	HR	150.0000			\$600.00
	FTOT	Field Technician Overtime	4.000	HR	126.0000			\$504.00
	EOOT	Equipment Operator, Overtime	4.000	HR	160.5000			\$642.00
	BOOTCVR	Disposable Boot Covers (Chicken Boots)	12.000	PAIR	13.6000			\$163.20
	GLVLTH	Gloves - Impact and Cut Resistant	12.000	PAIR	32.0000			\$384.00
	MATERIAL2	Duct End Caps	1.000	EA	38.6200			\$38.62
	MEALS	Crew Meal	1.000	EA	379.3900			\$379.39
	MATERIAL2	Small Fan	1.000	EA	14.3500			\$14.35
	MATERIAL2	Sump Pump/Piping	1.000	EA	863.9000			\$863.90
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	FEE	Recovery Fee	24,330.460	EA	0.1650			\$4,014.53
							<b>SUBTOTAL</b>	<b>\$28,344.99</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$28,344.99</b>



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167832

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
 PO Box 734867  
 Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
 17 Main Street  
 South Portland, ME 04106  
 (207) 799-8111

MDG2024 00000011 00



Tom Brubaker  
 Midcoast Regional Redevelopment Authority  
 4 Admiral Fitch Avenue  
 Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
 15 Terminal Rd  
 Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
23 Aug 2024	1005167832	MI2467	ME	2404563340	Hanger 4	34630385	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
23 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$25,242.70

SUBTOTAL \$25,242.70

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$25,242.70

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
 09-16-24

Code 50519 Class BXM  
 Amount Approved 25,242.70  
 Date Approved \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Deputy Director \_\_\_\_\_  
 Department Head \_\_\_\_\_  
 10/2/2024

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167832

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
23 Aug 2024								
	TKPU	Pickup/Van/Car/Crew Cab	1.000		1.000	DAY	370.0000	\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		1.000	DAY	370.0000	\$370.00
	CUBEVAN	Small Box Truck / Cube Van	1.000		1.000	DAY	550.0000	\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		1.000	DAY	370.0000	\$370.00
	CUBEVAN	Small Box Truck / Cube Van	1.000		1.000	DAY	550.0000	\$550.00
	VACSJ5K	5000g Vacuum Truck, Straight	11.500		11.500	HR	97.0000	\$1,115.50
	VACSJ	Vacuum Truck, Straight	11.500		11.500	HR	123.0000	\$1,414.50
	WASHER30H	3000psi Hot Water Pressure Washer	1.000		1.000	DAY	407.0000	\$407.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	10.000		10.000	EA	72.0000	\$720.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000		16.000	DAY	34.0000	\$544.00
	FT	Field Technician	4.000		4.000	HR	84.0000	\$336.00
	FT	Field Technician	8.000		8.000	HR	84.0000	\$672.00
	FTOT	Field Technician Overtime	3.500		3.500	HR	126.0000	\$441.00
	EO	Equipment Operator	8.000		8.000	HR	107.0000	\$856.00
	EOOT	Equipment Operator, Overtime	6.000		6.000	HR	160.5000	\$963.00
	FT	Field Technician	8.000		8.000	HR	84.0000	\$672.00
	SUP	Supervisor	8.000		8.000	HR	122.0000	\$976.00
	FT	Field Technician	8.000		8.000	HR	84.0000	\$672.00
	FTOT	Field Technician Overtime	3.500		3.500	HR	126.0000	\$441.00
	FT	Field Technician	7.500		7.500	HR	84.0000	\$630.00
	EO	Equipment Operator	8.000		8.000	HR	107.0000	\$856.00
	EOOT	Equipment Operator, Overtime	3.500		3.500	HR	160.5000	\$561.75
	FT	Field Technician	8.000		8.000	HR	84.0000	\$672.00
	FTOT	Field Technician Overtime	6.000		6.000	HR	126.0000	\$756.00
	FOR	Foreman	8.000		8.000	HR	100.0000	\$800.00
	FOROT	Foreman Overtime	4.000		4.000	HR	150.0000	\$600.00
	FOR	Foreman	8.000		8.000	HR	100.0000	\$800.00
	FOROT	Foreman Overtime	4.000		4.000	HR	150.0000	\$600.00
	FTOT	Field Technician Overtime	3.500		3.500	HR	126.0000	\$441.00
	SUPOT	Supervisor, Overtime	4.000		4.000	HR	183.0000	\$732.00
	BOOTCVR	Disposable Boot Covers (Chicken Boots)	12.000		12.000	PAIR	13.6000	\$163.20
	GLVBULK	Gloves - Bulking and Solvents	12.000		12.000	PAIR	38.0000	\$456.00
	DEGPINK	Pink Stuff Degreaser	5.000		5.000	GAL	39.0000	\$195.00
	MATERIAL2	Sand	1.000		1.000	EA	47.6500	\$47.65
	MEALS	Crew Meal	1.000		1.000	EA	156.9500	\$156.95
	PERDIEM3	Per Diem / Subsistence	1.000		1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		1.000	DAY	190.0000	\$190.00
	FEE	Recovery Fee	21,667.550		21,667.550	EA	0.1650	\$3,575.15
							<b>SUBTOTAL</b>	<b>\$25,242.70</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$25,242.70</b>



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167835

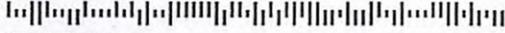
**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000012 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
24 Aug 2024	1005167835	MI2467	ME	2404563340	Hanger 4	34630386	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
24 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$27,936.12

SUBTOTAL \$27,936.12

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$27,936.12

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
9-16-24

Code 50519 Class BXM  
 Amount Approved 27936.12  
 Date Approved \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Deputy Director \_\_\_\_\_  
 Department Head \_\_\_\_\_  
 10/2/2024

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167835

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
24 Aug 2024								
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	CUBEVAN	Small Box Truck / Cube Van	1.000	DAY	550.0000			\$550.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	370.0000			\$370.00
	VACSJ5K	5000g Vacuum Truck, Straight	10.000	HR	97.0000			\$970.00
	VACSJ	Vacuum Truck, Straight	10.000	HR	123.0000			\$1,230.00
	WASHER30H	3000psi Hot Water Pressure Washer	1.000	DAY	407.0000			\$407.00
	PPEC3	Level C w/CPF3 or Saranex Suit/Changeout	12.000	EA	81.0000			\$972.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000	DAY	34.0000			\$544.00
	FTOT	Field Technician Overtime	12.000	HR	126.0000			\$1,512.00
	SUPOT	Supervisor, Overtime	10.000	HR	183.0000			\$1,830.00
	FTOT	Field Technician Overtime	10.500	HR	126.0000			\$1,323.00
	FTOT	Field Technician Overtime	10.000	HR	126.0000			\$1,260.00
	FTOT	Field Technician Overtime	10.000	HR	126.0000			\$1,260.00
	FTOT	Field Technician Overtime	10.000	HR	126.0000			\$1,260.00
	FTOT	Field Technician Overtime	10.000	HR	126.0000			\$1,260.00
	FTOT	Field Technician Overtime	10.000	HR	126.0000			\$1,260.00
	EOOT	Equipment Operator, Overtime	12.000	HR	160.5000			\$1,926.00
	FOROT	Foreman Overtime	12.000	HR	150.0000			\$1,800.00
	EOOT	Equipment Operator, Overtime	9.000	HR	160.5000			\$1,444.50
	ADMINOT	On Site Administration, Overtime	4.000	HR	136.5000			\$546.00
	DEGPINK	Pink Stuff Degreaser	5.000	GAL	39.0000			\$195.00
	BOOTCVR	Disposable Boot Covers (Chicken Boots)	10.000	PAIR	13.6000			\$136.00
	GLVLTH	Gloves - Impact and Cut Resistant	12.000	PAIR	32.0000			\$384.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000	DAY	190.0000			\$190.00
	FEE	Recovery Fee	23,979.500	EA	0.1650			\$3,956.62
							<b>SUBTOTAL</b>	<b>\$27,936.12</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$27,936.12</b>



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005167838

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000013 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above.*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011

EIN: 04-2698999

Job Description: Respond to AFFF Release - Partial Bill

\*\* Payable in USD funds \*\*

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
25 Aug 2024	1005167838	MI2467	ME	2404563340	Hanger 4	34631001	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
25 Aug 2024	2404563340-001	GENERAL	Respond to AFFF release	\$25,493.93

**SUBTOTAL** \$25,493.93

**TAX** \$0.00

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL** \$25,493.93

**REMIT PAYMENT BY → DUE DATE** Due Immediately

**RECEIVED**  
9-16-24

Code 50519 Class BXM  
 Amount Approved 25,493.93  
 Date Approved \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Deputy Director  
 Department Head  
 10/2/2024

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005167838

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2404563340-001 - Respond to AFFF release

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
25 Aug 2024								
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	370.0000		\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	370.0000		\$370.00
	TKPU	Pickup/Van/Car/Crew Cab	6.000		HR	37.0000		\$222.00
	TKPU	Pickup/Van/Car/Crew Cab	6.000		HR	37.0000		\$222.00
	CUBEVAN	Small Box Truck / Cube Van	6.000		HR	55.0000		\$330.00
	VACSJ	Vacuum Truck, Straight	6.000		HR	123.0000		\$738.00
	VACSJ5K	5000g Vacuum Truck, Straight	6.000		HR	97.0000		\$582.00
	WASHER30H	3000psi Hot Water Pressure Washer	0.500		DAY	407.0000		\$203.50
	WASHER25	2500psi Pressure Washer	0.500		DAY	129.0000		\$64.50
	RESFF	Respirator, Full Face	6.000		DAY	40.0000		\$240.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	7.000		EA	72.0000		\$504.00
	HOSEOIL2	Hose - Suction, 2 in X 25 ft	16.000		DAY	34.0000		\$544.00
	CLERICALDT	Administrative Assistant / Timekeeper, Double Time	2.000		HR	182.0000		\$364.00
	FORDT	Foreman Doubletime	6.000		HR	200.0000		\$1,200.00
	FTDT	Field Technician Doubletime	8.500		HR	168.0000		\$1,428.00
	EODT	Equipment Operator, Double Time	8.500		HR	214.0000		\$1,819.00
	FTDT	Field Technician Doubletime	6.000		HR	168.0000		\$1,008.00
	EODT	Equipment Operator, Double Time	9.500		HR	214.0000		\$2,033.00
	FTDT	Field Technician Doubletime	8.500		HR	168.0000		\$1,428.00
	FTDT	Field Technician Doubletime	6.000		HR	168.0000		\$1,008.00
	FTDT	Field Technician Doubletime	6.000		HR	168.0000		\$1,008.00
	FORDT	Foreman Doubletime	6.000		HR	200.0000		\$1,200.00
	FTDT	Field Technician Doubletime	9.000		HR	168.0000		\$1,512.00
	FTDT	Field Technician Doubletime	6.000		HR	168.0000		\$1,008.00
	SUPDT	Supervisor, Double Time	4.000		HR	244.0000		\$976.00
	GLVBULK	Gloves - Bulking and Solvents	12.000		PAIR	38.0000		\$456.00
	BOOTCVR	Disposable Boot Covers (Chicken Boots)	7.000		PAIR	13.6000		\$95.20
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	PERDIEM3	Per Diem / Subsistence	1.000		DAY	190.0000		\$190.00
	FEE	Recovery Fee	21,883.200		EA	0.1650		\$3,610.73
							<b>SUBTOTAL</b>	<b>\$25,493.93</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$25,493.93</b>



15 Terminal Road, Suite 200 ■ Brunswick, ME 04011 ■ 207-798-6512

52-7444/2112

11/11/2024

PAY TO THE ORDER OF

Clean Harbors Environmental Services, Inc.

\$ \*\*92,126.13

Ninety-two thousand one hundred twenty-six and 13/100\*\*\*\*\*

DOLLARS

Clean Harbors Environmental Services  
P.O. Box 734867  
Dallas, Texas 75373-4867

*Rita Armstrong*  
Rita Armstrong

MEMO

⑆01720⑆ ⑆211274447⑆ 030⑆ 1409 8⑆

MARRA	11/11/2024	Clean Harbors Environmental Services, Inc.			17201
Date	Type	Reference	Original Amount	Balance Due	Payment
11/11/2024	Bill	1005186603	6,409.17	6,409.17	6,409.17
11/11/2024	Bill	1005186554	27,900.84	27,900.84	27,900.84
11/11/2024	Bill	1005186570	4,976.40	4,976.40	4,976.40
11/11/2024	Bill	1005186590	52,839.72	52,839.72	52,839.72
		Check Amount			92,126.13

Bath Savings NEW C 92,126.13

MARRA	11/11/2024	Clean Harbors Environmental Services, Inc.			17201
Date	Type	Reference	Original Amount	Balance Due	Payment
11/11/2024	Bill	1005186603	6,409.17	6,409.17	6,409.17
11/11/2024	Bill	1005186554	27,900.84	27,900.84	27,900.84
11/11/2024	Bill	1005186570	4,976.40	4,976.40	4,976.40
11/11/2024	Bill	1005186590	52,839.72	52,839.72	52,839.72
		Check Amount			92,126.13

Bath Savings NEW C 92,126.13



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Updated or Duplicate Invoice - Invoice Total Unchanged  
Invoice No 1005186603

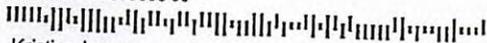
**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000006 00



Kristine Logan  
Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
31 Aug 2024	1005186603	MI2467	ME	2404703654	HANGER 4	34687625	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
31 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$6,409.17

SUBTOTAL \$6,409.17

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$6,409.17

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
10-29-24

50519  
\$ 6409.17  
Fx 25 Airport  
John Logan  
11/11/2024



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

### INVOICE

Updated or Duplicate Invoice - Invoice  
 Total Unchanged  
 Invoice No 1005186603

**TASK 2404703654-001 - Decontamination Services**

Manifest	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
Info								
								31 Aug 2024
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	1.000	DAY	350.0000	\$350.00
	VACSJ5K	5000g Vacuum Truck, Straight	7.000	HR	7.000	HR	97.0000	\$679.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000	DAY	1.000	DAY	350.0000	\$350.00
	TRLRUTIL	Utility / Support Trailer	1.000	DAY	1.000	DAY	231.0000	\$231.00
	PPEC2	Level C w/CPF1.2 or Polytyvek/Changeout	3.000	EA	3.000	EA	72.0000	\$216.00
	FOROT	Foreman Overtime	9.000	HR	9.000	HR	123.0000	\$1,107.00
	FTOT	Field Technician Overtime	7.000	HR	7.000	HR	99.0000	\$693.00
	EOOT	Equipment Operator, Overtime	10.000	HR	10.000	HR	126.0000	\$1,260.00
	GLVLTH	Gloves - Impact and Cut Resistant	3.000	PAIR	3.000	PAIR	32.0000	\$96.00
	POLYBAG	Gloves - Impact and Cut Resistant	1.000	EA	1.000	EA	3.1500	\$3.15
	PERDIEM3	Poly Bags, 6mil, per Bag	1.000	DAY	1.000	DAY	190.0000	\$190.00
	FEE	Per Diem / Subsistence	5.525.150	EA	5.525.150	EA	0.1600	\$884.02
		Recovery Fee						
							<b>SUBTOTAL</b>	<b>\$6,409.17</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$6,409.17</b>



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Updated or Duplicate Invoice - Invoice Total Unchanged  
Invoice No 1005186554

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000003 00



Kristine Logan  
Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
30 Aug 2024	1005186554	MI2467	ME	2404703654	HANGER 4	34687615	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
30 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$27,900.84

SUBTOTAL \$27,900.84

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$27,900.84

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
10-29-24

50519 BXM #42025  
\$77,900.84  
[Signature]  
11/11/2024



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

## INVOICE

Updated or Duplicate Invoice - Invoice  
 Total Unchanged  
 Invoice No 1005186554

### TASK 2404703654-001 - Decontamination Services

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
30 Aug 2024								
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	350.0000		\$350.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	350.0000		\$350.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	350.0000		\$350.00
	TKPU	Pickup/Van/Car/Crew Cab	1.000		DAY	350.0000		\$350.00
	CUBEVAN	Small Box Truck / Cube Van	1.000		DAY	550.0000		\$550.00
	VACSJ5K	5000g Vacuum Truck, Straight	11.000		HR	97.0000		\$1,067.00
	VACSJ	Vacuum Truck, Straight	11.000		HR	104.0000		\$1,144.00
	VACCUSCO	High Powered Vacuum Truck/Cusco	11.000		HR	156.0000		\$1,716.00
	WASHER30H	3000psi Hot Water Pressure Washer	2.000		DAY	407.0000		\$814.00
	PUMPSU2	Pump - Electric Submersible, 2 in	1.000		DAY	117.5000		\$117.50
	TRLRUTIL	Utility / Support Trailer	1.000		DAY	231.0000		\$231.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout	13.000		EA	72.0000		\$936.00
	FT	Field Technician	4.000		HR	66.0000		\$264.00
	FOR	Foreman	8.000		HR	82.0000		\$656.00
	EO	Equipment Operator	8.000		HR	84.0000		\$672.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	EO	Equipment Operator	8.000		HR	84.0000		\$672.00
	FOR	Foreman	3.500		HR	82.0000		\$287.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	FT	Field Technician	3.500		HR	66.0000		\$231.00
	EO	Equipment Operator	8.000		HR	84.0000		\$672.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	FT	Field Technician	8.000		HR	66.0000		\$528.00
	FOROT	Foreman Overtime	4.000		HR	123.0000		\$492.00
	EOOT	Equipment Operator, Overtime	4.000		HR	126.0000		\$504.00
	FTOT	Field Technician Overtime	5.500		HR	99.0000		\$544.50
	EOOT	Equipment Operator, Overtime	4.000		HR	126.0000		\$504.00
	EOOT	Equipment Operator, Overtime	4.500		HR	126.0000		\$567.00
	FTOT	Field Technician Overtime	6.000		HR	99.0000		\$594.00
	FTOT	Field Technician Overtime	6.000		HR	99.0000		\$594.00
	FTOT	Field Technician Overtime	7.000		HR	99.0000		\$693.00
	FTOT	Field Technician Overtime	7.000		HR	99.0000		\$693.00
	FTOT	Field Technician Overtime	7.000		HR	99.0000		\$693.00
	HTMISC	Misc. Handtools	6.000		DAY	53.0000		\$318.00
	DM55STL	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	10.000		EA	113.0000		\$1,130.00
	DEGPINK	Pink Stuff Degreaser	5.000		GAL	39.0000		\$195.00
	SORBBOOMB	Absorbent Boom, 8in x 10ft x 4/Bale	3.000		BALE	183.0000		\$549.00
	TPDU	Duct Tape/Roll	4.000		EA	24.0000		\$96.00
	POLYBAG	Poly Bags, 6mil, per Bag	10.000		EA	3.1500		\$31.50



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

## INVOICE

Updated or Duplicate Invoice - Invoice  
Total Unchanged  
Invoice No 1005186554

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TAX	\$0.00
TASK TOTAL	\$27,900.84



\* \*



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

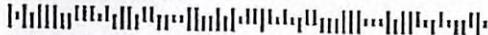
Updated or Duplicate Invoice – Invoice Total Unchanged  
Invoice No 1005186570

**REMIT TO:**  
Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**  
Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000004 00



  
 Kristine Logan  
 Midcoast Regional Redevelopment Authority  
 15 Terminal Rd  
 Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**  
Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
19 Sep 2024	1005186570	M12467	ME	2404703654	HANGER 4	34850208	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
19 Sep 2024	2404703654-002	GENERAL	Container Rental	\$4,976.40

SUBTOTAL \$4,976.40

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$4,976.40

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
10-29-24

50519  
BXM #42025  
\$4,976.40  
Jeffrey [Signature]  
11/11/2024





42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Updated or Duplicate Invoice - Invoice Total Unchanged  
Invoice No 1005186590

**REMIT TO:**  
Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**  
Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000005 00



Kristine Logan  
Midcoast Regional Redevelopment Authority  
15 Terminal Rd  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**  
Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
16 Sep 2024	1005186590	MI2467	ME	2404703654	HANGER 4	34830515	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
11 Sep 2024	2404703654-001	GENERAL	Decontamination Services	\$52,839.72

SUBTOTAL \$52,839.72

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$52,839.72

REMIT PAYMENT BY → DUE DATE Due Immediately

**RECEIVED**  
10-29-24

50591 BXMFY2025  
\$ 52,839.72  
Kristine Logan  
11/16/2024



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

## INVOICE

Updated or Duplicate Invoice - Invoice  
 Total Unchanged  
 Invoice No 1005186590

**TASK 2404703654-001 - Decontamination Services**

Manifest	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
24 Aug 2024								
	MATERIAL2	Defoamer			10.000	EA	12.6600	\$126.60
26 Aug 2024								
	MATERIAL2	Heavy duty floor striper			2.000	EA	157.0200	\$314.04
01 Sep 2024								
	VACSJ5K	5000g Vacuum Truck, Straight			7.000	HR	97.0000	\$679.00
	TRLRUTIL	Utility / Support Trailer			1.000	DAY	231.0000	\$231.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout			3.000	EA	72.0000	\$216.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	VACSJ	Vacuum Truck, Straight			7.000	HR	104.0000	\$728.00
	FORDT	Foreman Doubletime			9.000	HR	164.0000	\$1,476.00
	FTDT	Field Technician Doubletime			9.000	HR	132.0000	\$1,188.00
	EODT	Equipment Operator, Double Time			8.500	HR	168.0000	\$1,428.00
	EODT	Equipment Operator, Double Time			8.500	HR	168.0000	\$1,428.00
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	DMRGRAB	JARS			1.000	EA	60.8400	\$60.84
02 Sep 2024								
	VACSJ5K	5000g Vacuum Truck, Straight			3.000	HR	97.0000	\$291.00
	VACSJ	Vacuum Truck, Straight			3.000	HR	104.0000	\$312.00
	TRLRUTIL	Utility / Support Trailer			1.000	DAY	231.0000	\$231.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout			3.000	EA	72.0000	\$216.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	FOROT	Foreman Overtime			7.000	HR	123.0000	\$861.00
	FTOT	Field Technician Overtime			4.000	HR	99.0000	\$396.00
	EOOT	Equipment Operator, Overtime			6.500	HR	126.0000	\$819.00
	FTOT	Field Technician Overtime			6.500	HR	99.0000	\$643.50
	FTOT	Field Technician Overtime			4.000	HR	99.0000	\$396.00
	FTOT	Field Technician Overtime			7.500	HR	99.0000	\$742.50
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00

--- ----



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

## INVOICE

Updated or Duplicate Invoice - Invoice  
 Total Unchanged  
 Invoice No 1005186590

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	FT	Field Technician			8.000	HR	66.0000	\$528.00
	FTOT	Field Technician Overtime			0.500	HR	99.0000	\$49.50
	EO	Equipment Operator			8.000	HR	84.0000	\$672.00
	EOOT	Equipment Operator, Overtime			7.000	HR	126.0000	\$882.00
	FT	Field Technician			7.000	HR	66.0000	\$462.00
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
<b>04 Sep 2024</b>								
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	VACSJ	Vacuum Truck, Straight			10.500	HR	104.0000	\$1,092.00
	TRLRUTIL	Utility / Support Trailer			1.000	DAY	231.0000	\$231.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout			3.000	EA	72.0000	\$216.00
	FOR	Foreman			8.000	HR	82.0000	\$656.00
	FOROT	Foreman Overtime			2.500	HR	123.0000	\$307.50
	FT	Field Technician			8.000	HR	66.0000	\$528.00
	FTOT	Field Technician Overtime			2.500	HR	99.0000	\$247.50
	EO	Equipment Operator			8.000	HR	84.0000	\$672.00
	EOOT	Equipment Operator, Overtime			2.500	HR	126.0000	\$315.00
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
<b>05 Sep 2024</b>								
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	VACSJ	Vacuum Truck, Straight			8.000	HR	104.0000	\$832.00
	TRLRUTIL	Utility / Support Trailer			1.000	DAY	231.0000	\$231.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout			4.000	EA	72.0000	\$288.00
	FOR	Foreman			8.000	HR	82.0000	\$656.00
	FOROT	Foreman Overtime			2.500	HR	123.0000	\$307.50
	FT	Field Technician			8.000	HR	66.0000	\$528.00
	FTOT	Field Technician Overtime			2.500	HR	99.0000	\$247.50
	EO	Equipment Operator			8.000	HR	84.0000	\$672.00
	EOOT	Equipment Operator, Overtime			3.000	HR	126.0000	\$378.00
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
<b>06 Sep 2024</b>								
	VACSJ	Vacuum Truck, Straight			8.000	HR	104.0000	\$832.00
	PPEC2	Level C w/CPF1,2 or			4.000	EA	72.0000	\$288.00



\* \*



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

## INVOICE

Updated or Duplicate Invoice - Invoice  
 Total Unchanged  
 Invoice No 1005186590

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	FT	Field Technician			3.000	HR	66.0000	\$198.00
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
10 Sep 2024								
	TKPU	Pickup/Van/Car/Crew Cab			1.000	DAY	350.0000	\$350.00
	VACSJ	Vacuum Truck, Straight			8.000	HR	104.0000	\$832.00
	PPEC2	Level C w/CPF1,2 or Polytyvek/Changeout			1.000	EA	72.0000	\$72.00
	BLOWERELE	Electric Blower			1.000	DAY	95.0000	\$95.00
	ENTRY	Confined Space Entry Gear (Retrieval & Rescue Equip)			1.000	DAY	394.0000	\$394.00
	GEN4000	Generator - 4,000 Watt			1.000	DAY	151.0000	\$151.00
	FT	Field Technician			8.000	HR	66.0000	\$528.00
	FTOT	Field Technician Overtime			1.000	HR	99.0000	\$99.00
	EO	Equipment Operator			8.000	HR	84.0000	\$672.00
	EOOT	Equipment Operator, Overtime			1.000	HR	126.0000	\$126.00
	FOR	Foreman			8.000	HR	82.0000	\$656.00
	FOROT	Foreman Overtime			4.500	HR	123.0000	\$553.50
	GLVLTH	Gloves - Impact and Cut Resistant			3.000	PAIR	32.0000	\$96.00
	DM55STL	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)			5.000	EA	113.0000	\$565.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
11 Sep 2024								
	TKPU	Pickup/Van/Car/Crew Cab			4.000	HR	35.0000	\$140.00
	TRACTROLSJ	Rolloff Straightjob			3.500	HR	98.0000	\$343.00
	FOR	Foreman			4.000	HR	82.0000	\$328.00
	EOOT	Equipment Operator, Overtime			3.500	HR	126.0000	\$441.00
	FEE	Recovery Fee			45.551480	EA	0.1600	\$7,288.24
							<b>SUBTOTAL</b>	<b>\$52,839.72</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$52,839.72</b>



Midcoast Regional Redevelopment Authority

15 Terminal Road, Suite 200 ■ Brunswick, ME 04011 ■ 207-798-6512



52-7444/2112

12/02/2024

PAY TO THE ORDER OF

Clean Harbors Environmental Services, Inc.

\$ \*\*116,753.12

One hundred sixteen thousand seven hundred fifty-three and 12/100\*\*\*\*\*

DOLLARS

Clean Harbors Environmental Services  
P.O. Box 734867  
Dallas, Texas 75373-4867

*Rita Gustafson*  
MP SAFEGUARD SECURE

MEMO

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈0 1 7 2 0 4⑈ ⑆ 2 1 1 2 7 4 4 4 7 ⑆ 0 3 0 ⑈ 1 4 0 9 8 ⑈

MRRA		12/02/2024	Clean Harbors Environmental Services, Inc.			17204
Date	Type	Reference	Original Amount	Balance Due	Payment	
12/02/2024	Bill	1005190301	30,901.89	30,901.89	30,901.89	
12/02/2024	Bill	1005190304	28,419.65	28,419.65	28,419.65	
12/02/2024	Bill	1005190298	29,651.32	29,651.32	29,651.32	
12/02/2024	Bill	1005190296	27,780.26	27,780.26	27,780.26	
			Check Amount		116,753.12	

Bath Savings NEW C 116,753.12

MRRA		12/02/2024	Clean Harbors Environmental Services, Inc.			17204
Date	Type	Reference	Original Amount	Balance Due	Payment	
12/02/2024	Bill	1005190301	30,901.89	30,901.89	30,901.89	
12/02/2024	Bill	1005190304	28,419.65	28,419.65	28,419.65	
12/02/2024	Bill	1005190298	29,651.32	29,651.32	29,651.32	
12/02/2024	Bill	1005190296	27,780.26	27,780.26	27,780.26	
			Check Amount		116,753.12	

Bath Savings NEW C 116,753.12



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**INVOICE**  
Invoice No 1005190301

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

MDG2024 00000012 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
16 Sep 2024	1005190301	MI2467	ME	2404703654	Hanger 4	34641923	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
26 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$30,901.89

**SUBTOTAL** \$30,901.89

**TAX** \$0.00

PLEASE PAY THIS AMOUNT → **INVOICE TOTAL** \$30,901.89

REMIT PAYMENT BY → **DUE DATE** Due Immediately

50519 BXM  
30901.89  
12/2/2024  
*Jeffery G. June*

**RECEIVED**  
10-3-24



Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005190301

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	FEE	Recovery Fee			26,639.560	EA	0.1600	\$4,262.33
							<b>SUBTOTAL</b>	<b>\$30,901.89</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$30,901.89</b>



\* \*





42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**INVOICE**  
Invoice No 1005190304

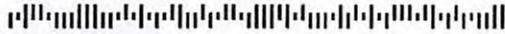
**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000013 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above.*

**JOB SITE/GENERATOR:**

Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

**\*\* Payable in USD funds \*\***



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
27 Aug 2024	1005190304	MI2467	ME	2404703654	Hanger 4	34644117	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
27 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$28,419.65

**SUBTOTAL \$28,419.65**

**TAX \$0.00**

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$28,419.65**

**REMIT PAYMENT BY → DUE DATE Due Immediately**

50519 BXM  
28419.65  
12-2-2024  
*[Signature]*

**RECEIVED**  
10-3-24



000000 01 02 000013 0000020 R

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005190304

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	FEE	Recovery Fee			24,499.700	EA	0.1600	\$3,919.95
							<b>SUBTOTAL</b>	<b>\$28,419.65</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$28,419.65</b>



\* \*



000000 02 02 000013 000021 R



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005190298

**REMIT TO:**  
Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**  
Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000011 00



Tom Brubaker  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**  
Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
28 Aug 2024	1005190298	MI2467	ME	2404703654	Hanger 4	34655369	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
28 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$29,651.32

**SUBTOTAL** \$29,651.32

**TAX** \$0.00

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL** \$29,651.32

**REMIT PAYMENT BY → DUE DATE** Due Immediately

50519 BXM  
\$29,651.32  
12-2-2024  
*[Signature]*

**RECEIVED**  
10-3-24

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005190298

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	PEROXIDE30	Defoamer 55 Gallon Drum			1.000	LBS	423.2800	\$423.28
	FEE	Recovery Fee			25,561.480	EA	0.1600	\$4,089.84
							<b>SUBTOTAL</b>	<b>\$29,651.32</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$29,651.32</b>



\* \*





42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

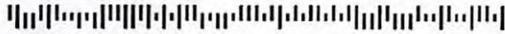
# INVOICE

Invoice No 1005190296

**REMIT TO:**  
Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**  
Clean Harbors Environmental Services, Inc.  
17 Main Street  
South Portland, ME 04106  
(207) 799-8111

MDG2024 00000010 00



Kristine Logan  
Midcoast Regional Redevelopment Authority  
4 Admiral Fitch Avenue  
Brunswick, ME 04011 - 0000

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

**JOB SITE/GENERATOR:**  
Midcoast Regional Redevelopment Authority  
15 Terminal Drive  
Brunswick, ME 04011 - 0000

EIN: 04-2698999

Job Description: Continuation of AFFF Cleanup - Partial Bill

\*\* Payable in USD funds \*\*



Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	SO Extract	Terms
29 Aug 2024	1005190296	MI2467	ME	2404703654	HANGER 4	34667298	Cash on Delivery

Last Service Date	Task	Task Type	Description	Total
29 Aug 2024	2404703654-001	GENERAL	Decontamination Services	\$27,780.26

SUBTOTAL \$27,780.26

TAX \$0.00

PLEASE PAY THIS AMOUNT → INVOICE TOTAL \$27,780.26

REMIT PAYMENT BY → DUE DATE Due Immediately

50519 BXIM  
\$27,780.26  
12-2-2024  
*[Signature]*

**RECEIVED**  
10-3-24

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005190296

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2404703654-001 - Decontamination Services**

Manifest Info	Item ID	Description	Manifest Qty	Manifest UOM	Billing Qty	Billing UOM	Unit Price	Amount
	PERDIEM3	Per Diem / Subsistence			1.000	DAY	190.0000	\$190.00
	FEE	Recovery Fee			23,948.500	EA	0.1600	\$3,831.76
							<b>SUBTOTAL</b>	<b>\$27,780.26</b>
							<b>TAX</b>	<b>\$0.00</b>
							<b>TASK TOTAL</b>	<b>\$27,780.26</b>



\* \*



000000 02 02 000010 000015 R



Midcoast Regional Redevelopment Authority  
15 Terminal Road, Suite 200 ■ Brunswick, ME 04011 ■ 207-798-6512



52-7444/2112

10/02/2024

PAY TO THE ORDER OF Republic Services

\$ \*\*75,546.76

Seventy-five thousand five hundred forty-six and 76/100 \*\*\*\*\* DOLLARS

Republic Services  
PO Box 936227  
Atlanta, Georgia 31193-6227

MEMO



⑈017172⑈ ⑆211274447⑆ 030⑈ 1409 8⑈

MRRRA		10/02/2024		Republic Services		17172	
Date	Type	Reference	Original Amount	Balance Due	Payment		
09/25/2024	Bill	1099503	1,659.50	1,659.50	1,659.50		
09/17/2024	Bill	1099504	73,887.26	73,887.26	73,887.26		
			Check Amount		75,546.76		

Bath Savings NEW C 75,546.76

MRRRA		10/02/2024		Republic Services		17172	
Date	Type	Reference	Original Amount	Balance Due	Payment		
09/25/2024	Bill	1099503	1,659.50	1,659.50	1,659.50		
09/17/2024	Bill	1099504	73,887.26	73,887.26	73,887.26		
			Check Amount		75,546.76		

Bath Savings NEW C 75,546.76



INVOICE

Code 50519 Class BXM

STATE OF MAINE ENVIRONMENTAL PROTECTION  
17 STATE HOUSE STA  
AUGUSTA, ME 04333

Date Approved 10/2/2024 P.O.#: BRUNSWICK AIRPORT

Invoice: 1099504  
Invoice Date: 8/30/2024  
Customer ID: 605175

Approved By [Signature] Deputy Director

ATTENTION: ACCOUNTS PAYABLE  
D365 Customer ID: C304716

Approved By [Signature] Department Head

Remit To:

PO Box 936227  
Atlanta, GA 31193-6227

24 SEP 17 AM 11:38

Invoice Summary

Work Order Charges \$73,887.26

Please Pay By 09/29/2024: \$73,887.26

Invoice Detail

NRC East Environmental Services, Inc. Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357800  
15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
ER Rates  
John Louongo  
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357800-1-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Truck, Pick Up Support Vehicle	7.25	HOUR	\$38.00	\$275.50
64-10 357800-2-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Truck, Pick Up Support Vehicle	7.25	HOUR	\$38.00	\$275.50
64-10 357800-3-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Trailer, Response 13'-22'	7.25	HOUR	\$40.00	\$290.00
64-10 357800-4-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Foreman(ST)	7.25	HOUR	\$114.00	\$826.50
64-10 357800-5-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Technician, Field(ST)	7.25	HOUR	\$105.00	\$761.25



**INVOICE**

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

**Invoice Detail**

**NRC East Environmental Services, Inc.**

Generator: N/A BRUNSWICK AIRPORT (369812)  
 15 TERMINAL ROAD  
 BRUNSWICK, ME, 04011

Work Order: 357800

AFFF PFAS Foam Release - Brunswick Airport  
 ER Rates  
 John Louongo  
 ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357800-6-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Technician, Field(ST)	7.25	HOUR	\$105.00	\$761.25
64-10 357800-7-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Driver, Field(ST)	7.25	HOUR	\$114.00	\$826.50
64-10 357800-8-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Technician, Field(ST)	7.25	HOUR	\$105.00	\$761.25
64-10 357800-9-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
PPE, Gloves, Nitrile	4.00	PAIR	\$6.00	\$24.00
64-10 357800-10-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
PPE, Gloves, Rubber	4.00	PAIR	\$7.50	\$30.00
64-10 357800-11-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
White Tyvek Suit	4.00	SUIT	\$25.00	\$100.00
64-10 357800-12-1	8/21/2024	P.O.#: BRUNSWICK AIRPORT		
Boom, 8" Absorbent 40 Ft/Bale	1.00	BALE	\$231.00	\$231.00
			<b>Subtotal:</b>	<b>\$5,162.75</b>



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

Invoice Detail

NRC East Environmental Services, Inc.

Generator: N/A BRUNSWICK AIRPORT (369812)

Work Order: 357801

15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
ER Rates  
John Louongo  
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID			Qty.	Unit	Price	Ext. Price
64-10 357801-1-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck, Power Vacuum	12.00	HOUR	\$165.00	\$1,980.00
64-10 357801-2-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck	12.00	HOUR	\$112.50	\$1,350.00
64-10 357801-3-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver, Field(ST)	12.50	HOUR	\$114.00	\$1,425.00
64-10 357801-12-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		PPE, Gloves, Nitrile	21.00	PAIR	\$6.00	\$126.00
64-10 357801-13-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		White Tyvek Suit	21.00	SUIT	\$25.00	\$525.00
64-10 357801-4-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Supervisor	14.25	HOUR	\$127.50	\$1,816.88
64-10 357801-5-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver	14.25	HOUR	\$114.00	\$1,624.50
64-10 357801-6-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver	14.25	HOUR	\$114.00	\$1,624.50
64-10 357801-7-1	8/22/2024	P.O.#: BRUNSWICK AIRPORT				
		Field Technician	14.25	HOUR	\$105.00	\$1,496.25



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

Invoice Detail

NRC East Environmental Services, Inc. Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357801
15 TERMINAL ROAD
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport
ER Rates
John Louongo
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Table with 5 columns: Reference ID, Qty., Unit, Price, Ext. Price. Contains 6 rows of service details including Field Technician and Pickup Truck.

Subtotal: \$16,043.63

NRC East Environmental Services, Inc. Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357802
15 TERMINAL ROAD
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport
ER Rates
John Louongo
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Table with 5 columns: Reference ID, Qty., Unit, Price, Ext. Price. Contains 4 rows of service details including Vacuum Truck and Truck, Pick Up Support Vehicle.

Customer Service: 1-800-592-5489



**INVOICE**

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

**Invoice Detail**

**NRC East Environmental Services, Inc.**

Generator: N/A BRUNSWICK AIRPORT (369812)  
15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

Work Order: 357802

AFFF PFAS Foam Release - Brunswick Airport

ER Rates

John Louongo

ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID			Qty.	Unit	Price	Ext. Price
64-10 357802-4-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Driver, Field(ST)		12.50	HOUR	\$114.00	\$1,425.00
64-10 357802-5-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Foreman(ST)		12.50	HOUR	\$114.00	\$1,425.00
64-10 357802-6-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Technician, Emergency Response(ST)		12.50	HOUR	\$105.00	\$1,312.50
64-10 357802-11-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	PPE, Gloves, Nitrile		18.00	PAIR	\$6.00	\$108.00
64-10 357802-12-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	White Tyvek Suit		18.00	SUIT	\$25.00	\$450.00
64-10 357802-7-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Supervisor		13.25	HOUR	\$127.50	\$1,689.38
64-10 357802-8-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Driver		13.25	HOUR	\$114.00	\$1,510.50
64-10 357802-9-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Field Technician		13.25	HOUR	\$105.00	\$1,391.25
64-10 357802-10-1	8/23/2024	P.O.#: BRUNSWICK AIRPORT				
	Pickup Truck		13.25	HOUR	\$38.00	\$503.50

Subtotal: \$13,601.13



**INVOICE**

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

**Invoice Detail**

**NRC East Environmental Services, Inc.**

Generator: N/A BRUNSWICK AIRPORT (369812)  
15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

Work Order: 357803

AFFF PFAS Foam Release - Brunswick Airport

ER Rates

John Louongo

ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID			Qty.	Unit	Price	Ext. Price
64-10 357803-1-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck, Power Vacuum	8.00	HOUR	\$165.00	\$1,320.00
64-10 357803-2-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck	8.00	HOUR	\$112.50	\$900.00
64-10 357803-3-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Truck, Pick Up Support Vehicle	10.00	HOUR	\$38.00	\$380.00
64-10 357803-4-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver, Field(OT)	8.00	HOUR	\$171.00	\$1,368.00
64-10 357803-5-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver, Field(DT)	2.00	HOUR	\$228.00	\$456.00
64-10 357803-6-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Foreman(OT)	8.00	HOUR	\$171.00	\$1,368.00
64-10 357803-7-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Foreman(DT)	2.00	HOUR	\$228.00	\$456.00
64-10 357803-8-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Technician, Emergency Response(OT)	8.00	HOUR	\$157.50	\$1,260.00
64-10 357803-9-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT				
		Technician, Emergency Response(DT)	2.00	HOUR	\$210.00	\$420.00



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

Invoice Detail

NRC East Environmental Services, Inc.

Generator: N/A BRUNSWICK AIRPORT (369812)  
15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

Work Order: 357803

AFFF PFAS Foam Release - Brunswick Airport  
ER Rates  
John Louongo  
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357803-17-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
PPE, Gloves, Nitrile	6.00	PAIR	\$6.00	\$36.00
64-10 357803-18-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
White Tyvek Suit	6.00	SUIT	\$25.00	\$150.00
64-10 357803-10-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Supervisor	8.00	HOUR	\$191.25	\$1,530.00
64-10 357803-11-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Supervisor	3.25	HOUR	\$255.00	\$828.75
64-10 357803-12-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Driver	8.00	HOUR	\$171.00	\$1,368.00
64-10 357803-13-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Driver	3.25	HOUR	\$228.00	\$741.00
64-10 357803-14-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Field Technician	8.00	HOUR	\$157.50	\$1,260.00
64-10 357803-15-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Field Technician	3.25	HOUR	\$210.00	\$682.50
64-10 357803-16-1	8/24/2024	P.O.#: BRUNSWICK AIRPORT		
Pickup Truck	11.25	HOUR	\$38.00	\$427.50

Subtotal: \$14,951.75



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

Invoice Detail

NRC East Environmental Services, Inc.

Generator: N/A BRUNSWICK AIRPORT (369812)

Work Order: 357804

15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport

ER Rates

John Louongo

ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID			Qty.	Unit	Price	Ext. Price
64-10 357804-1-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck, Power Vacuum	8.00	HOUR	\$165.00	\$1,320.00
64-10 357804-2-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Vacuum Truck	8.00	HOUR	\$112.50	\$900.00
64-10 357804-3-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Truck, Pick Up Support Vehicle	8.00	HOUR	\$38.00	\$304.00
64-10 357804-4-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Driver, Field(DT)	8.00	HOUR	\$228.00	\$1,824.00
64-10 357804-5-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Foreman(DT)	8.00	HOUR	\$228.00	\$1,824.00
64-10 357804-6-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Technician, Emergency Response(DT)	8.00	HOUR	\$210.00	\$1,680.00
64-10 357804-11-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		PPE, Gloves, Nitrile	6.00	PAIR	\$6.00	\$36.00
64-10 357804-12-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		White Tyvek Suit	6.00	SUIT	\$25.00	\$150.00
64-10 357804-7-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT				
		Supervisor	9.00	HOUR	\$255.00	\$2,295.00



**INVOICE**

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

**Invoice Detail**

**NRC East Environmental Services, Inc.** Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357804  
 15 TERMINAL ROAD  
 BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
 ER Rates  
 John Louongo  
 ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357804-8-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT		
Driver	9.00	HOUR	\$228.00	\$2,052.00
64-10 357804-9-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT		
Field Technician	9.00	HOUR	\$210.00	\$1,890.00
64-10 357804-10-1	8/25/2024	P.O.#: BRUNSWICK AIRPORT		
Pickup Truck	9.00	HOUR	\$38.00	\$342.00
<b>Subtotal:</b>				<b>\$14,617.00</b>

**NRC East Environmental Services, Inc.** Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357806  
 15 TERMINAL ROAD  
 BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
 ER Rates  
 John Louongo  
 ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357806-9-1	8/26/2024	P.O.#: BRUNSWICK AIRPORT		
PPE, Gloves, Nitrile	12.00	PAIR	\$6.00	\$72.00
64-10 357806-10-1	8/26/2024	P.O.#: BRUNSWICK AIRPORT		
White Tyvek Suit	12.00	SUIT	\$25.00	\$300.00
64-10 357806-1-1	8/26/2024	P.O.#: BRUNSWICK AIRPORT		
Supervisor	12.00	HOUR	\$127.50	\$1,530.00
64-10 357806-2-1	8/26/2024	P.O.#: BRUNSWICK AIRPORT		
Equipment Operator	12.00	HOUR	\$114.00	\$1,368.00



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099504

Invoice Detail

NRC East Environmental Services, Inc. Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357806
15 TERMINAL ROAD
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport
ER Rates
John Louongo
ACCOUNTS PAYABLE/STATE OF MAINE ENVIRONMENTAL PROTECTION

Table with columns: Reference ID, Qty, Unit, Price, Ext. Price. Rows include Field Technician and Equipment Operator services with associated quantities and prices.

Subtotal: \$9,511.00

Remit to:

PO Box 936227
Atlanta, GA 31193-6227

Invoice: 1099504
Please Pay in U.S. Funds Only By: 9/29/2024
Amount Due: \$73,887.26



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*for Invoice 1099504 Dated: 8/30/2024*

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## Work Order Summary

STATE OF MAINE ENVIRONMENTAL PROTECTIO  
 17 STATE HOUSE STA  
 AUGUSTA, ME 04333

Invoice: 1099504  
 Invoice Date: 08/30/2024  
 Customer ID: 605175  
 D365 Customer ID: C304716

### Equipment:

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Trailer, Response 13'-22'		08/21/2024	7.25	HOUR	\$40.00	\$290.00
Truck, Pick Up Support Vehicle		08/21/2024	7.25	HOUR	\$38.00	\$275.50
Truck, Pick Up Support Vehicle		08/21/2024	7.25	HOUR	\$38.00	\$275.50
Vacuum Truck		08/22/2024	12.00	HOUR	\$112.50	\$1,350.00
Vacuum Truck, Power Vacuum		08/22/2024	12.00	HOUR	\$165.00	\$1,980.00
Truck, Pick Up Support Vehicle		08/23/2024	12.00	HOUR	\$38.00	\$456.00
Vacuum Truck		08/23/2024	12.00	HOUR	\$112.50	\$1,350.00
Vacuum Truck, Power Vacuum		08/23/2024	12.00	HOUR	\$165.00	\$1,980.00
Truck, Pick Up Support Vehicle		08/24/2024	10.00	HOUR	\$38.00	\$380.00
Vacuum Truck		08/24/2024	8.00	HOUR	\$112.50	\$900.00
Vacuum Truck, Power Vacuum		08/24/2024	8.00	HOUR	\$165.00	\$1,320.00
Truck, Pick Up Support Vehicle		08/25/2024	8.00	HOUR	\$38.00	\$304.00
Vacuum Truck		08/25/2024	8.00	HOUR	\$112.50	\$900.00
Vacuum Truck, Power Vacuum		08/25/2024	8.00	HOUR	\$165.00	\$1,320.00
<b>Subtotal:</b>						<b>\$13,081.00</b>

### Labor:

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Driver, Field(ST)		08/21/2024	7.25	HOUR	\$114.00	\$826.50
Foreman(ST)		08/21/2024	7.25	HOUR	\$114.00	\$826.50
Technician, Field(ST)		08/21/2024	7.25	HOUR	\$105.00	\$761.25
Technician, Field(ST)		08/21/2024	7.25	HOUR	\$105.00	\$761.25
Technician, Field(ST)		08/21/2024	7.25	HOUR	\$105.00	\$761.25
Driver, Field(ST)		08/22/2024	12.50	HOUR	\$114.00	\$1,425.00
Driver, Field(ST)		08/23/2024	12.50	HOUR	\$114.00	\$1,425.00
Foreman(ST)		08/23/2024	12.50	HOUR	\$114.00	\$1,425.00
Technician, Emergency Response(ST)		08/23/2024	12.50	HOUR	\$105.00	\$1,312.50
Driver, Field(DT)		08/24/2024	2.00	HOUR	\$228.00	\$456.00
Driver, Field(OT)		08/24/2024	8.00	HOUR	\$171.00	\$1,368.00
Foreman(DT)		08/24/2024	2.00	HOUR	\$228.00	\$456.00
Foreman(OT)		08/24/2024	8.00	HOUR	\$171.00	\$1,368.00

Customer Service: 1-800-592-5489  
 605175

www.republicservices.com/ES  
 2123261r1



## Work Order Summary

STATE OF MAINE ENVIRONMENTAL PROTECTIO  
 17 STATE HOUSE STA  
 AUGUSTA, ME 04333

Invoice: 1099504  
 Invoice Date: 08/30/2024  
 Customer ID: 605175  
 D365 Customer ID: C304716

**Labor:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Technician, Emergency Response(DT)		08/24/2024	2.00	HOUR	\$210.00	\$420.00
Technician, Emergency Response(OT)		08/24/2024	8.00	HOUR	\$157.50	\$1,260.00
Driver, Field(DT)		08/25/2024	8.00	HOUR	\$228.00	\$1,824.00
Foreman(DT)		08/25/2024	8.00	HOUR	\$228.00	\$1,824.00
Technician, Emergency Response(DT)		08/25/2024	8.00	HOUR	\$210.00	\$1,680.00
<b>Subtotal:</b>						<b>\$20,180.25</b>

**Other:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Driver		08/22/2024	28.50	HOUR	\$114.00	\$3,249.00
Field Technician		08/22/2024	42.75	HOUR	\$105.00	\$4,488.75
Pickup Truck		08/22/2024	28.50	HOUR	\$38.00	\$1,083.00
Supervisor		08/22/2024	14.25	HOUR	\$127.50	\$1,816.88
Driver		08/23/2024	13.25	HOUR	\$114.00	\$1,510.50
Field Technician		08/23/2024	13.25	HOUR	\$105.00	\$1,391.25
Pickup Truck		08/23/2024	13.25	HOUR	\$38.00	\$503.50
Supervisor		08/23/2024	13.25	HOUR	\$127.50	\$1,689.38
Driver		08/24/2024	8.00	HOUR	\$171.00	\$1,368.00
Driver		08/24/2024	3.25	HOUR	\$228.00	\$741.00
Field Technician		08/24/2024	8.00	HOUR	\$157.50	\$1,260.00
Field Technician		08/24/2024	3.25	HOUR	\$210.00	\$682.50
Pickup Truck		08/24/2024	11.25	HOUR	\$38.00	\$427.50
Supervisor		08/24/2024	8.00	HOUR	\$191.25	\$1,530.00
Supervisor		08/24/2024	3.25	HOUR	\$255.00	\$828.75
Driver		08/25/2024	9.00	HOUR	\$228.00	\$2,052.00
Field Technician		08/25/2024	9.00	HOUR	\$210.00	\$1,890.00
Pickup Truck		08/25/2024	9.00	HOUR	\$38.00	\$342.00
Supervisor		08/25/2024	9.00	HOUR	\$255.00	\$2,295.00
Equipment Operator		08/26/2024	24.50	HOUR	\$114.00	\$2,793.00
Field Technician		08/26/2024	37.00	HOUR	\$105.00	\$3,885.00
Pickup Truck		08/26/2024	24.50	HOUR	\$38.00	\$931.00

Customer Service: 1-800-592-5489  
 605175

www.republicservices.com/ES  
 2123261r1



## Work Order Summary

STATE OF MAINE ENVIRONMENTAL PROTECTIO  
 17 STATE HOUSE STA  
 AUGUSTA, ME 04333

Invoice: 1099504  
 Invoice Date: 08/30/2024  
 Customer ID: 605175  
 D365 Customer ID: C304716

**Other:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Supervisor		08/26/2024	12.00	HOUR	\$127.50	\$1,530.00
<b>Subtotal:</b>						<b>\$38,288.01</b>

**Supplies:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Boom, 8" Absorbent 40 FVBale		08/21/2024	1.00	BALE	\$231.00	\$231.00
PPE, Gloves, Nitrile		08/21/2024	4.00	PAIR	\$6.00	\$24.00
PPE, Gloves, Rubber		08/21/2024	4.00	PAIR	\$7.50	\$30.00
White Tyvek Suit		08/21/2024	4.00	SUIT	\$25.00	\$100.00
PPE, Gloves, Nitrile		08/22/2024	21.00	PAIR	\$6.00	\$126.00
White Tyvek Suit		08/22/2024	21.00	SUIT	\$25.00	\$525.00
PPE, Gloves, Nitrile		08/23/2024	18.00	PAIR	\$6.00	\$108.00
White Tyvek Suit		08/23/2024	18.00	SUIT	\$25.00	\$450.00
PPE, Gloves, Nitrile		08/24/2024	6.00	PAIR	\$6.00	\$36.00
White Tyvek Suit		08/24/2024	6.00	SUIT	\$25.00	\$150.00
PPE, Gloves, Nitrile		08/25/2024	6.00	PAIR	\$6.00	\$36.00
White Tyvek Suit		08/25/2024	6.00	SUIT	\$25.00	\$150.00
PPE, Gloves, Nitrile		08/26/2024	12.00	PAIR	\$6.00	\$72.00
White Tyvek Suit		08/26/2024	12.00	SUIT	\$25.00	\$300.00
<b>Subtotal:</b>						<b>\$2,338.00</b>



**USE Daily Work Report**

Page      of     

Date: 8/21/24

Customer:

DEP

USE Job #: TBA 224.14085

Project

Customer PO#: 357800

Location:

15 Terminal Rd Brunswick ME

ER Call-Out:

Job Status: In Progress

Project

Fire foam clean up

ON-SITE TIME:

Completed

Description:

OFF-SITE TIME:

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
FF	Sampson J	1215	-	-	1930	7.25	
F	McCusker P	1215	-	-	1930	7.25	
FF	Klu H 2 K	1215	-	-	1930	7.25	
D	Sikes A	1215	-	-	1930	7.25	
FF	Burns, J	1215	-	-	1930	7.25	

**Rental Equipment/Sub-Contractors**

Vendor	Equipment Description/ Names	Qty.	Bill.

**Purchased Materials**

**Disposal**

Vendor	Description	Amount \$	Bill.	Facility	Manifest Number	QTY.	UOM

**Project Details/Timeline**

Load up Supplies Drive to site to meet DEP Sucked up as much fire foam as could. Drive back to Shop. Put away ~~supplies~~ ER trailer. Paper work

**Acknowledgement**

US Ecology Name Print: Jeff Sampson

Customer Name Print: \_\_\_\_\_

US Ecology Signature: [Signature]

Customer Signature: \_\_\_\_\_



Equipment									
Item #	Description	Qty	hr/day	Unit #	Item #	Equipment Name	Qty	hr/day	
Light Trucks					Field Equipment				
9008	Pickup Truck	7.21	HR	1400	1102	Air Compressor - Diesel (185 cfm)			
9008	Pickup Truck	7.21	HR	2102	1110	Air Compressor - Electric (12 cfm)			
7010	Service Truck				1113	Industrial Fan			
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan			
7023	Large Box Truck w/Liftgate			3087	1118	Compactor, Powered			
Heavy Trucks					Field Equipment				
8006	Vacuum Truck, Straight			LV 3233, 3040	1514	Generator, 1kw-5kw			
8003	Vacuum, Trailer w/Tractor			TVT07 & Tractor	1134	Generator, 5kw-10kw			
8016	Vacuum Truck, Liquid Ring			3076	1569	Electric Fogger			
8001	Vacuum Air Guzzler/Gap Vac			GV102/404		Traffic Control			
7019	Roll-Off Truck			3064 / R00082	1169	Transfer Pump - 1"/2"/3"			
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear - Vertical Entry			
7001	Tractor			3077 / TR-0218	M474	CSE Gear - Horizontal Entry			
8015	Box Trailer w/Tractor			TSB06 / tractor					
Field Equipment									
5007	Mini Excavator			4018 / Gehl					
5013	Skid Steer w/Bucket			4058					
5014	Sweeper Attachment								
4021	Workboat			BRB04					
6005	ER Spill Trailer	1	DRY	TER14 / TER20					
6007	Utility Trailer			PW2					
6008	Equipment Trailer			TEQ14 / TEQ36					
3024	Frac Tank			0088/0089					
3007	Roll-Off Can								
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04					
1207	Cold Pressure Washer								
Materials									
Item #	Description	Qty	UOM	Item #	Description	Qty	UOM		
PPE				Field Service Materials/Supplies					
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag		
1708	Respirator, Full Face		/ea	M512	Sorbent Pads - 18"x18"		/ea /bale		
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom	1	/ea (bale)		
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea		
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll		
M434	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly - 30gal		/ea		
M404	Gloves, Nitrile (Blue)	4	/pair	M304	Drum, Steel - 30gal		/ea		
M406	Gloves, PVC		/pair	M126	Drum, Poly - 55gal		/ea		
M414	Gloves, Rubber Grip	4	/pair	M127	Drum, Steel - 55gal		/ea		
M402	Gloves, Leather		/pair	M308	Drum, Steel - 85gal (Overpack)		/ea		
M410	Boots, "Chicken"		/pair	M310	Drum, Poly - 95gal (Overpack)		/ea		
M440	Suit, White Tyvek	4	/ea	M311	Poly Tote - 275gal		/ea		
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea		
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket - 5gal		/ea		
				M109	Bags, Poly Clear		/ea		
Health & Safety Equipment				M162	Spray Bottle		/ea		
1712	Four Gas Meter		/ea	M601	Rags		/ea		
1748	Five Gas Meter		/ea	M604	Duct Tape - Roll		/ea		
M458	Dexsil Test Kits		/ea	M153	Sodium Bicarbonate		/bag		
M467	CSE Ladder		/ea	M201	Simple Green		/gal		
M479	SCBA		/ea	M119	Shockwave		/gal		
M481	Supplied Air Cylinders		/ea	1429	Hose, Pressure Washer - 25'		/day		
M482	Supplied Air Hose - 50'		/ea	M134	Hose, 6" Flex		/ft		
M483	Supplied Air Regulator		/ea	M103	Can Liner, Roll-Off		/ea		





**USE Daily Work Report**

Page \_\_\_ of \_\_\_

Date: 8-22-24

Customer: Maine DEP  
 Project Location: Brunswick, ME  
 Project Description: AFFF foam cleanup

USE Job #: P214.14085  
 Customer PO#: 357801

ER Call-Out:

Job Status: In Progress  
 Completed

ON-SITE TIME: \_\_\_\_\_  
 OFF-SITE TIME: \_\_\_\_\_

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
<u>F</u>	<u>Andrew S.</u>	<u>0600</u>	<u>1230</u>	<u>1300</u>	<u>1900</u>	<u>12.5</u>	
	<u>G Skarhegan Crew</u>						
	<u>1 Super 3 FT 2 Drivers</u>	<u>0400</u>			<u>2100</u>	<u>16.5</u>	

Rental Equipment/Sub-Contractors			
Vendor	Equipment Description/ Names	Qty	Bill
<u>Acv Skarhegan</u>	<u>F, 3 FT, 2 D, 2 p/v Trucks</u>	<u>16.5</u>	<u>✓</u>

Purchased Materials				Disposal			
Vendor	Description	Amount \$	Bill	Facility	Manifest Number	QTY	UOM

**Project Details/Timeline**

Arrive @ Shop. Pretrip truck. Drive truck to site to meet Skarhegan crew. ~~the~~ Safety meeting with DEP. Assist with working operation. Blew off 3076 into frac tank at end of day. Return to Shop.

**Acknowledgement**

US Ecology Name Print: Andrew Sikel Customer Name Print: \_\_\_\_\_  
 US Ecology Signature: [Signature] Customer Signature: \_\_\_\_\_



Equipment								
Item #	Description	Qty	hr/day	Unit #	Item #	Equipment Name	Qty	hr/day
Light Trucks				Field Equipment				
9008	Pickup Truck	2		Station	1102	Air Compressor – Diesel (185 cfm)		
9008	Pickup Truck				1110	Air Compressor – Electric (12 cfm)		
7010	Service Truck				1113	Industrial Fan		
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan		
7023	Large Box Truck w/Liftgate			3087	1118	Compactor, Powered		
Heavy Trucks				Shop Vac				
8006	Vacuum Truck, Straight	1	10.5	V3233/3040	1514	Generator, 1kw-5kw		
8003	Vacuum, Trailer w/Tractor			TVT07 & Tractor	1134	Generator, 5kw-10kw		
8016	Vacuum Truck, Liquid Ring	1	10.5	3076	1569	Electric Fogger		
8001	Vacuum Air Guzzler/Gap Vac			GV102/404		Traffic Control		
7019	Roll-Off Truck			3064 / RO0082	1169	Transfer Pump – 1"/2"/3"		
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear – Vertical Entry		
7001	Tractor			3077 / TR-0218	M474	CSE Gear – Horizontal Entry		
8015	Box Trailer w/Tractor			TSB06 / tractor				
Field Equipment								
5007	Mini Excavator			4018 / Gehl				
5013	Skid Steer w/Bucket			4058				
5014	Sweeper Attachment							
4021	Workboat			BRB04				
6005	ER Spill Trailer			TER14 / TER20				
6007	Utility Trailer			PW2				
6008	Equipment Trailer			TEQ14 / TEQ36				
3024	Frac Tank			0088/0089				
3007	Roll-Off Can							
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04				
1207	Cold Pressure Washer							
Materials								
Item #	Description	Qty	UOM	Item #	Description	Qty	UOM	
PPE				Field Service Materials/Supplies				
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag	
1708	Respirator, Full Face		/ea	M512	Sorbent Pads – 18"x18"		/ea /bale	
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom	1	/ea (bale)	
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea	
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll	
M434	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly – 30gal		/ea	
M404	Gloves, Nitrile (Blue)		/pair	M304	Drum, Steel – 30gal		/ea	
M406	Gloves, PVC	4	/pair	M126	Drum, Poly – 55gal		/ea	
M414	Gloves, Rubber Grip		/pair	M127	Drum, Steel – 55gal		/ea	
M402	Gloves, Leather		/pair	M308	Drum, Steel – 85gal (Overpack)		/ea	
M410	Boots, "Chicken"		/pair	M310	Drum, Poly – 95gal (Overpack)		/ea	
M440	Suit, White Tyvek	5	/ea	M311	Poly Tote – 275gal		/ea	
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea	
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket – 5gal		/ea	
				M109	Bags, Poly Clear	2	/ea	
Health & Safety Equipment								
1712	Four Gas Meter		/ea	M162	Spray Bottle		/ea	
1748	Five Gas Meter		/ea	M601	Rags		/ea	
M458	Dexsil Test Kits		/ea	M604	Duct Tape - Roll		/ea	
M467	CSE Ladder		/ea	M153	Sodium Bicarbonate		/bag	
M479	SCBA		/ea	M201	Simple Green		/gal	
M481	Supplied Air Cylinders		/ea	M119	Shockwave		/gal	
M482	Supplied Air Hose – 50'		/ea	1429	Hose, Pressure Washer – 25'		/day	
M483	Supplied Air Regulator		/ea	M134	Hose, 6" Flex		/ft	
				M103	Can Liner, Roll-Off		/ea	



Date: 8/23/24

USE Job #: P214,14085

Customer PO#: 357802

Customer: Maine - D.E.P  
 Project: Orion Road  
 Location: Brunswick, Me.  
 Project: Trans to site - skim  
 Description: P.Fas foam per D.E.P

ER Call-Out:  0130

Job Status: In Progress

ON-SITE TIME: 1700

Completed

OFF-SITE TIME: 1700

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
	F.M.P. McCusker	0630	1200	1230	1800	11	
	F.F.K. Klytz	0630	1200	1230	1800	11	
	D.R. A. Sikes	0630	1200	1230	1800	11	
	3 Skatzen Guss	0430			2000	1.5	Each

**Rental Equipment/Sub-Contractors**

Vendor	Equipment Description/ Names	Qty	Bill
ACV Skatzen	3 Guss, PLU Truck	15 Hrs	✓

**Purchased Materials**

**Disposal**

Vendor	Description	Amount \$	Bill	Facility	Manifest Number	QTY	UOM

**Project Details/Timeline**

arrived at base - Trans to above -  
 Continued with skimming operations of  
 P.Fas foam thru out the day. Secured  
 site - Trans back to base.

**Acknowledgement**

US Ecology Name Print: Peter McCusker Customer Name Print: \_\_\_\_\_

US Ecology Signature: Peter McCusker Customer Signature: \_\_\_\_\_

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Equipment									
Item #	Description	Qty.	hr/day	Unit #	Item #	Equipment Name	Qty.	hr/day	
Light Trucks					Field Equipment				
9008	Pickup Truck	11	hr	2102	1102	Air Compressor - Diesel (185 cfm)			
9008	Pickup Truck	1		Stalgen	1110	Air Compressor - Electric (12 cfm)			
7010	Service Truck				1113	Industrial Fan			
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan			
7023	Large Box Truck w/Liftgate			3087	1118	Compactor, Powered			
Heavy Trucks					Field Equipment				
8006	Vacuum Truck, Straight	9	hr	LV 3233 / 3040	1514	Generator, 1kw-5kw			
8003	Vacuum, Trailer w/Tractor			TV107 & Tractor	1134	Generator, 5kw-10kw			
8016	Vacuum Truck, Liquid Ring	9	hr	3076	1569	Electric Fogger			
8001	Vacuum Air Guzzler/Gap Vac			GV102/404		Traffic Control			
7019	Roll-Off Truck			3064 / RO0082	1169	Transfer Pump - 1"/2"/3"			
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear - Vertical Entry			
7001	Tractor			3077 / TR-0218	M474	CSE Gear - Horizontal Entry			
8015	Box Trailer w/Tractor			TSB06 / tractor					
Field Equipment					Field Equipment				
5007	Mini Excavator			4018 / Gehl					
5013	Skid Steer w/Bucket			4058					
5014	Sweeper Attachment								
4021	Workboat			BRB04					
6005	ER Spill Trailer			TER14 / TER20					
6007	Utility Trailer			PW2					
6008	Equipment Trailer			TEQ14 / TEQ36					
3024	Frac Tank			0088/0089					
3007	Roll-Off Can								
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04					
1207	Cold Pressure Washer								
Materials									
Item #	Description	Qty.	UOM	Item #	Description	Qty.	UOM		
PPE				Field Service Materials/Supplies					
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag		
1708	Respirator, Full Face		/ea	M512	Sorbent Pads - 18"x18"		/ea /bale		
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom		/ea /bale		
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea		
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll		
M434	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly - 30gal		/ea		
M404	Gloves, Nitrile (Blue)		/pair	M304	Drum, Steel - 30gal		/ea		
M406	Gloves, PVC	4	/pair	M126	Drum, Poly - 55gal		/ea		
M414	Gloves, Rubber Grip		/pair	M127	Drum, Steel - 55gal		/ea		
M402	Gloves, Leather		/pair	M308	Drum, Steel - 85gal (Overpack)		/ea		
M410	Boots, "Chicken"		/pair	M310	Drum, Poly - 95gal (Overpack)		/ea		
M440	Suit, White Tyvek	8	/ea	M311	Poly Tote - 275gal		/ea		
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea		
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket - 5gal		/ea		
				M109	Bags, Poly Clear		/ea		
Health & Safety Equipment				M162	Spray Bottle		/ea		
1712	Four Gas Meter		/ea	M601	Rags		/ea		
1748	Five Gas Meter		/ea	M604	Duct Tape - Roll		/ea		
M458	Dexsil Test Kits		/ea	M153	Sodium Bicarbonate		/bag		
M467	CSE Ladder		/ea	M201	Simple Green		/gal		
M479	SCBA		/ea	M119	Shockwave		/gal		
M481	Supplied Air Cylinders		/ea	1429	Hose, Pressure Washer - 25'		/day		
M482	Supplied Air Hose - 50'		/ea	M134	Hose, 6" Flex		/ft		
M483	Supplied Air Regulator		/ea	M103	Can Liner, Roll-Off		/ea		



Date: 8/24/24

Customer: Maine-V.E.P  
 Project: Orion Road  
 Location: Brunswick, Me.  
 Project: Trans to site - Skim  
 Description: P Far foamer V.E.P.

USE Job #: P21414085

Customer PO#: 357803

ER Call-Out:  0800

Job Status: In Progress

ON-SITE TIME: 1600

Completed

OFF-SITE TIME: \_\_\_\_\_

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
	Fm P. McCusker	0700	1200	1230	1730	10	
	F. T. Sampson	0700	1200	1230	1730	10	
	DR. J. Massey	0700	1200	1230	1730	10	
	3 Aev Skidsteer Gears	0500			1900	14	each

**Rental Equipment/Sub-Contractors**

Vendor	Equipment Description/Names	Qty.	Bill.
Aev Skidsteer	3 Gears + P/U Truck	14	✓

**Purchased Materials**

**Disposal**

Vendor	Description	Amount \$	Bill.	Facility	Manifest Number	QTY.	UOM

**Project Details/Timeline**

Arrived at base - Trans to above -  
 Set-up. Continued skimming operations  
 of p. far foam thru out the day - Secured  
 hae truck - site - Trans back to base.  
 Did worksheet.

**Acknowledgement**

US Ecology Name Print: Peter McCusker

Customer Name Print: \_\_\_\_\_

US Ecology Signature: Peter McCusker

Customer Signature: \_\_\_\_\_



Equipment								
Item #	Description	Qty	hr/day	Unit #	Item #	Equipment Name	Qty	hr/day
Light Trucks				Field Equipment				
9008	Pickup Truck	1		2102	1102	Air Compressor - Diesel (185 cfm)		
9008	Pickup Truck	<del>1</del>		<del>2102</del>	1110	Air Compressor - Electric (12 cfm)		
7010	Service Truck				1113	Industrial Fan		
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan		
7023	Large Box Truck w/Liftgate			3087	1118	Compactor, Powered		
Heavy Trucks				Shop Vac				
8006	Vacuum Truck, Straight	1	8 HR	LV 3233, 3040	1514	Generator, 1kw-5kw		
8003	Vacuum, Trailer w/Tractor			TP07 & Tractor	1134	Generator, 5kw-10kw		
8016	Vacuum Truck, Liquid Ring	1	8 HR	3076	1569	Electric Fogger		
8001	Vacuum Air Guzzler/Gap Vac			GV102/404		Traffic Control		
7019	Roll-Off Truck			3064 / RO0082	1169	Transfer Pump - 1"/2"/3"		
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear - Vertical Entry		
7001	Tractor			3077 / TR-0218	M474	CSE Gear - Horizontal Entry		
8015	Box Trailer w/Tractor			TSB06 / tractor				
Field Equipment								
5007	Mini Excavator			4018 / Gehl				
5013	Skid Steer w/Bucket			4058				
5014	Sweeper Attachment							
4021	Workboat			BRB04				
6005	ER Spill Trailer			TER14 / TER20				
6007	Utility Trailer			PW2				
6008	Equipment Trailer			TEQ14 / TEQ36				
3024	Frac Tank			0088/0089				
3007	Roll-Off Can							
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04				
1207	Cold Pressure Washer							
Materials								
Item #	Description	Qty	UOM	Item #	Description	Qty	UOM	
PPE				Field Service Materials/Supplies				
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag	
1708	Respirator, Full Face		/ea	M512	Sorbent Pads - 18"x18"		/ea /bale	
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom		/ea /bale	
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea	
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll	
M434	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly - 30gal		/ea	
M404	Gloves, Nitrile (Blue)		/pair	M304	Drum, Steel - 30gal		/ea	
M406	Gloves, PVC		/pair	M126	Drum, Poly - 55gal		/ea	
M414	Gloves, Rubber Grip		/pair	M127	Drum, Steel - 55gal		/ea	
M402	Gloves, Leather		/pair	M308	Drum, Steel - 85gal (Overpack)		/ea	
M410	Boots, "Chicken"		/pair	M310	Drum, Poly - 95gal (Overpack)		/ea	
M440	Suit, White Tyvek	4	/ea	M311	Poly Tote - 275gal		/ea	
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea	
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket - 5gal		/ea	
	nitrile gloves			M109	Bags, Poly Clear		/ea	
Health & Safety Equipment				M162 Spray Bottle /ea				
1712	Four Gas Meter		/ea	M501	Rags		/ea	
1748	Five Gas Meter		/ea	M604	Duct Tape - Roll		/ea	
M458	Dexsil Test Kits		/ea	M153	Sodium Bicarbonate		/bag	
M467	CSE Ladder		/ea	M201	Simple Green		/gal	
M479	SCBA		/ea	M119	Shockwave		/gal	
M481	Supplied Air Cylinders		/ea	1429	Hose, Pressure Washer - 25'		/day	
M482	Supplied Air Hose - 50'		/ea	M134	Hose, 6" Flex		/ft	
M483	Supplied Air Regulator		/ea	M103	Can Liner, Roll-Off		/ea	



Date: 8/25/24

Customer: Maine D.E.P  
 Project: Orion Road  
 Location: Brunswick, Me.  
 Project: Trans to above -  
 Description: Skim P.Fas foamer  
D.S.P

USE Job #: 1214.14025

Customer PO#: 357804

ER Call-Out:  0800

Job Status: In Progress

ON-SITE TIME: 19:00

Completed

OFF-SITE TIME: 19:00

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
F.M	P. McCusker	0700	1200	1230	1530	8	
F.T	J. SAMPSON	0700	1200	1230	1530	8	
DR	M. McCARTHY	0700	1200	1230	1530	8	

**Rental Equipment/Sub-Contractors**

Vendor	Equipment Description/ Names	Qty.	Bill.

**Purchased Materials**

**Disposal**

Vendor	Description	Amount \$	BILL.	Facility	Manifest Number	QTY.	UOM

**Project Details/Timeline**

arrive at base - Trans to above - set up -  
 continue with skimming P.Fas per D.E.P.  
 secured a truck & site - Trans back to  
 base. Did worksheet.

**Acknowledgement**

US Ecology Name Print: Peter McCusker Customer Name Print: \_\_\_\_\_  
 US Ecology Signature: Peter McCusker Customer Signature: \_\_\_\_\_

157 [Signature]

Equipment							
Item #	Description	Qty.	hr/day	Unit #	Item #	Equipment Name	Qty. / hr/day
<b>Light Trucks</b>				<b>Field Equipment</b>			
9008	Pickup Truck	8	HL	2102	1102	Air Compressor - Diesel (185 cfm)	
9008	Pickup Truck				1110	Air Compressor - Electric (12 cfm)	
7010	Service Truck				1113	Industrial Fan	
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan	
7023	Large Box Truck w/Liftgate			3087	1118	Compactor, Powered	
<b>Heavy Trucks</b>				<b>Field Equipment</b>			
8006	Vacuum Truck, Straight	5	HL	LV 5233, 2040	1514	Generator, 1kw-5kw	
8003	Vacuum, Trailer w/Tractor			TV107 & Tractor	1134	Generator, 5kw-10kw	
8016	Vacuum Truck, Liquid Ring			3076	1569	Electric Fogger	
8001	Vacuum Air Guzzler/Gap Vac			GV102/404		Traffic Control	
7019	Roll-Off Truck			3064 / RO0082	1169	Transfer Pump - 1"/2"/3"	
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear - Vertical Entry	
7001	Tractor			3077 / TR-0218	M474	CSE Gear - Horizontal Entry	
8015	Box Trailer w/Tractor			TSB06 / tractor			
<b>Field Equipment</b>							
5007	Mini Excavator			4018 / Gehl			
5013	Skid Steer w/Bucket			4058			
5014	Sweeper Attachment						
4021	Workboat			BR804			
6005	ER Spill Trailer			TER14 / TER20			
6007	Utility Trailer			PW2			
6008	Equipment Trailer			TEQ14 / TEQ36			
3024	Frac Tank			0088/0089			
3007	Roll-Off Can						
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04			
1207	Cold Pressure Washer						
Materials							
Item #	Description	Qty.	UOM	Item #	Description	Qty.	UOM
<b>PPE</b>				<b>Field Service Materials/Supplies</b>			
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag
1708	Respirator, Full Face		/ea	M512	Sorbent Pads - 18"x18"		/ea /bale
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom		/ea /bale
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll
M434	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly - 30gal		/ea
M404	Gloves, Nitrile (Blue)		/pair	M304	Drum, Steel - 30gal		/ea
M406	Gloves, PVC		/pair	M125	Drum, Poly - 55gal		/ea
M414	Gloves, Rubber Grip		/pair	M127	Drum, Steel - 55gal		/ea
M402	Gloves, Leather		/pair	M308	Drum, Steel - 85gal (Overpack)		/ea
M410	Boots, "Chicken"		/pair	M310	Drum, Poly - 95gal (Overpack)		/ea
M440	Suit, White Tyvek	4	/ea	M311	Poly Tote - 275gal		/ea
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket - 5gal		/ea
	<i>nitrile gloves</i>	2		M109	Bags, Poly Clear	1	/ea
<b>Health &amp; Safety Equipment</b>							
1712	Four Gas Meter		/ea	M601	Rags		/ea
1748	Five Gas Meter		/ea	M604	Duct Tape - Roll		/ea
M458	Dexsil Test Kits		/ea	M153	Sodium Bicarbonate		/bag
M467	CSE Ladder		/ea	M201	Simple Green		/gal
M479	SCBA		/ea	M119	Shockwave		/gal
M481	Supplied Air Cylinders		/ea	1429	Hose, Pressure Washer - 25'		/day
M482	Supplied Air Hose - 50'		/ea	M134	Hose, 6" Flex		/ft
M483	Supplied Air Regulator		/ea	M103	Can Liner, Roll-Off		/ea





INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION  
17 STATE HOUSE STA  
AUGUSTA, ME 04333

P.O.#: BRUNSWICK AIRPORT

Invoice: 1099503  
Invoice Date: 8/30/2024  
Customer ID: 805175

24 SEP 17 AM 11:38

ATTENTION: ACCOUNTS PAYABLE

D366 Customer ID: C304716

Remit To:

PO Box 936227  
Atlanta, GA 31193-6227

Invoice Summary

Work Order Charges \$1,659.50

Please Pay By 09/29/2024: \$1,659.50

Invoice Detail

NRC East Environmental Services, Inc. Generator: N/A BRUNSWICK AIRPORT (369812) Work Order: 357805  
15 TERMINAL ROAD  
BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
Offload into Frac Tanks  
John Louongo  
Rebekah Koroski/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357805-1-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Vacuum Truck, Power Vacuum	3.00	HOUR	\$165.00	\$495.00
64-10 357805-2-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Vacuum Truck	3.00	HOUR	\$112.50	\$337.50
64-10 357805-3-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Truck, Pick Up Support Vehicle	1.00	HOUR	\$38.00	\$38.00
64-10 357805-4-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Driver, Field(ST)	3.00	HOUR	\$114.00	\$342.00
64-10 357805-5-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Driver, Field(ST)	3.00	HOUR	\$114.00	\$342.00

Code 50519  
 Amount Approved  
 Date Approved 8/30/2024  
 Approved By [Signature]  
 Class BXM  
 1659.50  
 8/27/2024  
 Approved By [Signature]  
 Deputy Director  
 Department Head



INVOICE

STATE OF MAINE ENVIRONMENTAL PROTECTION

Invoice: 1099503

Invoice Detail

NRC East Environmental Services, Inc.      Generator: N/A BRUNSWICK AIRPORT (369812)      Work Order: 357805  
 15 TERMINAL ROAD  
 BRUNSWICK, ME, 04011

AFFF PFAS Foam Release - Brunswick Airport  
 Offload into Frac Tanks  
 John Louongo  
 Rebekah Koroski/STATE OF MAINE ENVIRONMENTAL PROTECTION

Reference ID	Qty.	Unit	Price	Ext. Price
64-10 357805-6-1	8/27/2024	P.O.#: BRUNSWICK AIRPORT		
Technician, Field(ST)	1.00	HOUR	\$105.00	\$105.00
			<b>Subtotal:</b>	<b>\$1,659.50</b>

Remit to:

PO Box 936227  
 Atlanta, GA 31193-6227

Invoice: 1099503  
 Please Pay in U.S. Funds Only By: 9/29/2024  
 Amount Due: \$1,659.50



**Table of Contents**

*for Invoice 1099503 Dated: 8/30/2024*

**STATE OF MAINE ENVIRONMENTAL PROTECTION**

<b>Document</b>	<b>Page</b>
Work Order Summary	1
Workorder document DWR 8.27.PDF for Work Order	2



## Work Order Summary

STATE OF MAINE ENVIRONMENTAL PROTECTIO  
 17 STATE HOUSE STA  
 AUGUSTA, ME 04333

Invoice: 1099503  
 Invoice Date: 08/30/2024  
 Customer ID: 605175  
 D366 Customer ID: C304716

**Equipment:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Truck, Pick Up Support Vehicle		08/27/2024	1.00	HOUR	\$38.00	\$38.00
Vacuum Truck		08/27/2024	3.00	HOUR	\$112.50	\$337.50
Vacuum Truck, Power Vacuum		08/27/2024	3.00	HOUR	\$165.00	\$495.00
					<b>Subtotal:</b>	<b>\$870.50</b>

**Labor:**

Description Supplies (N/C) Description	Resource Equipment and Labor Names	Start Date	Qty.	Unit	Price	Ext. Price
Driver, Field(ST)		08/27/2024	3.00	HOUR	\$114.00	\$342.00
Driver, Field(ST)		08/27/2024	3.00	HOUR	\$114.00	\$342.00
Technician, Field(ST)		08/27/2024	1.00	HOUR	\$105.00	\$105.00
					<b>Subtotal:</b>	<b>\$789.00</b>



USE Daily Work Report

Page \_\_\_ of \_\_\_

Date: 8-27-24

Customer: Maine DEP  
 Project Location: Brunswick, ME  
 Project Description: Blow off Vao truck's return to Shop.

USE Job #: P214.14085  
 Customer PO#: 357805  
 ER Call-Out:  Job Status: In Progress  
 ON-SITE TIME:                       
 OFF-SITE TIME:                     

Completed

Labor Code	Name	Start Time	Out (Lunch)	In (Lunch)	End Time	Total Hours	Per Diem
D	Andrew S	1030	/	/	1330	3	
D	Agostino D	1030	/	/	1330	3	
FT	M. Tuckue	1030			1130	1	

Rental Equipment/Sub-Contractors			
Vendor	Equipment Description/Names	Qty.	Rate

Purchased Materials			Disposal				
Vendor	Description	Amount \$	BAR	Facility	Manifest Number	QTY	UOM

**Project Details/Timeline**

got a ride from Jeff Small to trucks in Brunswick. pre-trip  
 Trucks, Dums... took 3276 to freetank, offload. 220 G  
 into free tank. brought 3233 <sup>1818 G</sup> to free tank for offload. Return trucks  
 to shop.

~~\* Fixing \*~~

**Acknowledgement**

US Ecology Name Print: Andrew Sidel Customer Name Print: \_\_\_\_\_  
 US Ecology Signature: [Signature] Customer Signature: \_\_\_\_\_



Equipment							
Item #	Description	Qty	hr/day	Unit #	Item #	Equipment Name	Qty/hr/day
Light Trucks				Field Equipment			
9008	Pickup Truck	1	HR	PV	1102	Air Compressor - Diesel (185 cfm)	
9008	Pickup Truck				1110	Air Compressor - Electric (12 cfm)	
7010	Service Truck				1113	Industrial Fan	
7024	Small Box Truck w/Liftgate			2052	1104	Coppus Fan	
7023	Large Box Truck w/Liftgate			3037	1118	Compactor, Powered	
Heavy Trucks				Shop Vac			
8006	Vacuum Truck, Straight	1	3	LV 9233, 3040	1514	Generator, 1kw-5kw	
8003	Vacuum, Trailer w/Tractor			TVT07 & Tractor	1134	Generator, 5kw-10kw	
8016	Vacuum Truck, Liquid Ring	1	3	3075	1569	Electric Fogger	
8001	Vacuum Air Gutzler/Gap Vac			GV102/404		Traffic Control	
7019	Roll-Off Truck			3064 / R00082	1169	Transfer Pump - 1"/2"/3"	
7007	Dump Truck (4yd)			DT-6184 / 2100	M467	CSE Gear - Vertical Entry	
7001	Tractor			3077 / TR-021B	M474	CSE Gear - Horizontal Entry	
8015	Box Trailer w/Tractor			TSB06 / tractor			
Field Equipment							
5007	Mini Excavator			4018 / Gehl			
5013	Skid Steer w/Bucket			4058			
5014	Sweeper Attachment						
4021	Workboat			BRB04			
6005	ER Spill Trailer			TER1A / TER2D			
6007	Utility Trailer			PW2			
6008	Equipment Trailer			TEQ1A / TEQ36			
3024	Frac Tank			0088/0089			
3007	Roll-Off Can						
1208	Pressure Washer Trailer/Hot Pressure Washer			TPW03/TPW04			
1207	Cold Pressure Washer						
Materials							
Item #	Description	Qty	UOM	Item #	Description	Qty	UOM
PPE				Field Service Materials/Supplies			
M473	PPE Level C (Per Person) (Level D + Chem Gloves, Respirator)		/ea	M156	Speedy Dry		/bag
1708	Respirator, Full Face		/ea	M512	Sorbent Pads - 18"x18"		/ea /bale
M432	Disposable Rain Suit		/ea	M518	Sorbent Boom		/ea /bale
M455	Cartridges, P100		/ea	M159	Sorbent, Oil Snare		/ea
M456	Cartridges, Organic Vapor		/ea	M105	Sheeting, Poly Clear		/roll
M474	Cartridges, Mercury Vapor		/ea	M122	Drum, Poly - 30gal		/ea
M404	Gloves, Nitrile (Blue)		/pair	M304	Drum, Steel - 30gal		/ea
M406	Gloves, PVC		/pair	M126	Drum, Poly - 55gal		/ea
M414	Gloves, Rubber Grip		/pair	M327	Drum, Steel - 55gal		/ea
M402	Gloves, Leather		/pair	M308	Drum, Steel - 85gal (Overpack)		/ea
M410	Boots, "Chicken"		/pair	M310	Drum, Poly - 95gal (Overpack)		/ea
M440	Suit, White Tyvek		/ea	M311	Poly Tote - 275gal		/ea
M439	Suit, Saranex Coated		/ea	M312	T-Pak Container		/ea
M441	Suit, Yellow Poly Coated		/ea	M301	Bucket - 5gal		/ea
Health & Safety Equipment				M109	Bags, Poly Clear		/ea
1732	Four Gas Meter		/ea	M162	Spray Bottle		/ea
1748	Five Gas Meter		/ea	M601	Rags		/ea
M458	Dexsil Test Kits		/ea	M604	Duct Tape - Roll		/ea
M467	CSE Ladder		/ea	M153	Sodium Bicarbonate		/bag
M479	SCBA		/ea	M201	Simple Green		/gal
M481	Supplied Air Cylinders		/ea	M119	Shockwave		/gal
M482	Supplied Air Hose - 50'		/ea	1429	Hose, Pressure Washer - 25'		/day
M483	Supplied Air Regulator		/ea	M134	Hose, 6" Flex		/ft
				M103	Can Liner, Roll-Off		/ea



Midcoast Regional Redevelopment Authority

15 Terminal Road, Suite 200 Brunswick, ME 04011 207-798-6512



52-7444/2112

10/02/2024

PAY TO THE ORDER OF Sunbelt Rentals, Inc

\$ 7,076.48

Seven thousand seventy-six and 48/100

DOLLARS

Sunbelt Rentals, Inc  
PO Box 409211  
Atlanta, GA 409211

*K.M. Logan*

MEMO 831147



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. REO IMAGE DISAPPEARS WITH HEAT.

MARRA	10/02/2024	Sunbelt Rentals, Inc	17175
Date	Type	Reference	Original Amount
09/05/2024	Bill	158410770-0001	7,076.48
		Check Amount	7,076.48
			Balance Due 7,076.48
			Payment 7,076.48

Bath Savings NEW C 831147 7,076.48

MARRA	10/02/2024	Sunbelt Rentals, Inc	17175
Date	Type	Reference	Original Amount
09/05/2024	Bill	158410770-0001	7,076.48
		Check Amount	7,076.48
			Balance Due 7,076.48
			Payment 7,076.48

Bath Savings NEW C 831147 7,076.48



**INVOICE**  
 SEND ALL PAYMENTS TO:  
 SUNBELT RENTALS, INC.  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

INVOICE NO.	158410770-0001
ACCOUNT NO.	831147
INVOICE DATE	9/05/24

**RECEIVED**  
 9-19-24

INVOICE TO

1oz - 2946 - 3489  
 MRRA  
 15 TERMINAL RD  
 BRUNSWICK ME 04011-5011



JOB ADDRESS  
 HANGER 5  
 112 ORION ST  
 BRUNSWICK, ME 04011 5004  
 207-420-8801

RECEIVED BY PERKINS, ERIC	CONTRACT NO. 158410770
PURCHASE ORDER NO. N/R	
JOB NO. 1	
BRANCH AUGUSTA ME PC1478 59 LEIGHTON RD AUGUSTA, ME 04330 7705 207-480-6323	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	80' ART MANLIFT W/JIB 10632548 Make: JLG Model: 800AJ Ser #: 0300292033 HR OUT: 947.750 HR IN: 950.050 TOTAL: 2.300 Billed from 8/22/24 thru 9/03/24	1180.00	1180.00	2715.00	5490.00	5430.00

Rental Sub-total: 5430.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	DLPKSRCHG	EA	93.600	93.60
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL 2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE	EA	105.880	105.88
10	DIESEL 2141XXX000 DIESEL FUEL	EA	11.250	112.50
1	RENTAL PROTECTION PLAN DELIVERY CHARGE	EA		814.50 260.00
	PICKUP CHARGE			260.00

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

FINAL BILL: 8/22/24 04:00 PM THRU 9/03/24 12:16 PM.

*50519 BXM  
 \$ 7,082.67  
 Jeff [Signature]  
 9/29/2024*

*less mail*

**Equipment. Service. Guaranteed.**

SUBTOTAL	7,076.48
SALES TAX	6.19
INVOICE TOTAL	7,082.67

REMIT TO:

SUNBELT RENTALS, INC.  
 PO BOX 409211  
 ATLANTA, GA 30384-9211

NET 30  
 Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

RENTAL RETURN

**Invoice**

9/24/2024 12:23:14 PM  
Page 1



89 Lisbon St Lisbon ME 04250  
207-353-6690 207-353-6697  
[www.floorsystemsme.com](http://www.floorsystemsme.com)

Invoice#: **51239**  
Sale Date: **9/23/2024**  
Next Install: **9/26/2024**  
Sales Rep: **Jeramie Greenleaf**  
**Marcel Landry**

**SOLD TO:**

**Midcoast Regional Redevelopment Authority**  
**15 Terminal Rd**  
**Suite 200**  
**Brunswick ME 04011**

**SHIPPED TO**

(Old Navy Base) **MIMRA**  
74 Orion St  
Brunswick **ME** 04011

MATERIALS		QUANTITY	PRICE	TOTAL
1	<b>Nrf Select SR1400 19.7 x 19.7 - 53.82</b> Beam New carpet tile	1130.22 SqFt	\$2.21	<b>\$2,497.79</b>
2	<b>PLANIPREP SC-1.00</b> 10 LB Skim tile (Only need one skim)	4 Each	\$22.00	<b>\$88.00</b>
3	<b>ADH MAPB - LVT- PSA ECO 399 • 1.00</b> 4 GAL Adhesive for carpet tile	1 Each	\$126.67	<b>\$126.67</b>
4	<b>ADH MAPEI - LVT- PSA ECO 399 • 1.00</b> 1 GAL -•Partial 4 gal More adhesive (if needed)	2 Each	\$46.88	<b>\$93.75</b>
<b>Materials Subtotal:</b>				<b>\$2,806.211</b>
LABOR		QUANTITY	PRICE	TOTAL
1	<b>Carpet - Commercial</b> New carpet tile	125.58 SqYrd	\$7.50	<b>\$941.85</b>
2	Misc - Floor Prep Skim tile (Only need one skim)	996 SqFt	\$0.60	<b>\$597.60</b>
<b>Labour Subtotal:</b>				<b>\$1,539.45</b>

\$4,345.66  
50519 BXM  
10/11/2024  
Jeffrey K. Jordan

October 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 870370  
Client No.: 17263  
Matter No.: 140

---

**MATTER SUMMARY**

For professional services rendered and/or costs incurred through September 30, 2024:

**RE: 2024 Fire Suppression System Discharge Incident**

Professional Services	\$ 14,076.00
Costs Incurred	<u>\$ 563.04</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 14,639.04</b>

50519 BXM  
\$14,639.04  
Jeffrey Jordan  
10/25/2024



**RECEIVED**  
10-24-24

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

October 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 870370  
Client No.: 17263  
Matter No.: 140

For professional services rendered and/or costs incurred through September 30, 2024:

**RE: 2024 Fire Suppression System Discharge Incident**

**PROFESSIONAL SERVICES RENDERED**

<b>Date</b>	<b>Prof</b>	<b>Description of Service</b>
8/27/24	JTP	Prepare for client meeting regarding PFAS discharge
8/27/24	RML	Call with Kristine Logan and consultation with Attorney Tourangeau and Attorney Piampiano on litigation considerations for Department of Environmental Protection clean up and PFAS release
8/28/24	JTP	Correspondence to client regarding PFAS spill; telephone conference with Jeff Jordan regarding same
8/29/24	JTP	Telephone conference with Jeffrey Jordan regarding PFAS discharge and initial review of documents from Mr. Jordan; follow up correspondence regarding same
8/30/24	JTP	Extensive call with client to debrief regarding meeting regarding the PFAS spill, and review of documents regarding fire suppression system contractor; review freedom of access request and correspondence to attorney Liscord regarding same
9/03/24	JTP	Review client correspondence regarding Clean Harbors Waste Material Profile sheet and requested signature; consult with Attorney Tourangeau regarding same; correspondence to client regarding same; review of other documents from client
9/05/24	JTP	Correspondence with client regarding insurance coverage matters and freedom of access request; review of draft letter to Town Council; consult with Attorney McCormick regarding same; follow up with client regarding same
9/05/24	JMM	Review and analyze correspondence; confer with Attorney Piampiano regarding liability issues related to same
9/10/24	JTP	Prepare for and attend meeting with Executive Director Logan to review open issues and approach/strategy; review insurance and other documents from client
9/13/24	RML	Calls and email correspondence regarding board meeting with Attorney Piampiano and Attorney Olfene
9/16/24	JTP	Review client correspondence regarding Pingree letter to Navy

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

# DrummondWoodsum

---

Invoice No.: 870370

October 21, 2024

<b>Date</b>	<b>Prof</b>	<b>Description of Service</b>	
9/16/24	JBT	Correspondence and conference regarding signing hazardous matter manifest for disposal of PFAS and indication of Navy ownership of property	
9/16/24	RML	Meet with public relations team and Attorney Olfene on PFAS matter	
9/18/24	JTP	Review and respond to correspondence from client regarding emergency board meeting Friday and attend to coverage for same	
9/19/24	JTP	Prepare for meeting tomorrow and consult with Attorneys Liscord and Olfene regarding same	
9/20/24	JTP	Prepare for and attend board meeting	
9/23/24	JTP	Initial attention to legal analysis requested by Board and consult with Attorney Olfene regarding same	
9/23/24	JBT	Correspondence and conference regarding hazardous waste manifesting for PFAS containing material being shipped off site for disposal	
9/24/24	RML	Review and analyze case law on breach of lease by landlord; review Hangar 6 leases	
9/25/24	JTP	Confer with attorneys Dixon and Liscord regarding legal analysis; telephone conference with executive director Logan	
9/25/24	AAD	Review Brunswick Fire Department Notice of Violation and supplemental letter, and inspection reports; review relevant statutes and local regulations; consult with Attorney Piampiano regarding same	
9/25/24	RML	Review hangar leases	
9/26/24	AAD	Review NFPA 409 and related jurisdictional provisions in Maine statutes	
9/27/24	JTP	Confer with attorneys Dixon and Liscord regarding legal analysis; initial review of draft report from attorney Dixon	
9/27/24	AAD	Finalize NFPA review and analysis; consult with Attorney Liscord and Attorney Piampiano regarding same	
9/27/24	RML	Review hangar and analyze hangar six leases; research breach, constructive eviction and frustration of purpose claims; draft memorandum regarding the same	
9/29/24	JTP	Prepare summary memorandum for client	
9/29/24	AAD	Review and revise memorandum to MRRA board	
9/30/24	JTP	Review and respond to correspondence from client regarding Freedom of Access training; correspondence with Attorney Felmy regarding same; revise and finalize board memorandum and correspondence with client regarding same;	
9/30/24	JTP	Telephone conference with client regarding claim settlement; correspondence to attorney Liscord regarding same	
		<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 14,076.00</b>
		<b>TOTAL COSTS INCURRED</b>	<b>\$ 563.04</b>
		<b>TOTAL THIS INVOICE</b>	<b>\$ 14,639.04</b>

**DrummondWoodsum**  
ATTORNEYS AT LAW

**BILLING OFFICE**  
84 Marginal Way, Suite 600  
Portland, ME 04101-2480  
207.772.1941 Main  
207.772.3627 Fax

TAX ID NUMBER  
01-0351512

October 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 870370  
Client No.: 17263  
Matter No.: 140

---

**REMITTANCE COPY**

**RE: 2024 Fire Suppression System Discharge Incident**

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**BALANCE DUE THIS INVOICE** **\$ 14,639.04**

AMOUNT PAID WITH THIS REMITTANCE \$ \_\_\_\_\_

Please indicate invoices to be paid: \_\_\_\_\_

Absent payment instructions, payments will be applied to oldest invoices first.

---

Please return this advice with payment to:

Drummond Woodsum  
ATTN: Accounts Receivable  
84 Marginal Way, Suite 600  
Portland, ME 04101-2480

*Thank you!*  
*Your business is greatly appreciated.*

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

November 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 873129  
Client No.: 17263  
Matter No.: 140

---

**MATTER SUMMARY**

For professional services rendered and/or costs incurred through October 31, 2024:

**RE: 2024 Fire Suppression System Discharge Incident**

Professional Services	\$ 7,258.80
Costs Incurred	<u>\$ 290.35</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 7,549.15</b>

50519 BXM  
7549.15  
Jeffrey Jordan  
11/26/2024

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

**BILLING OFFICE**

84 Marginal Way, Suite 600 TAX ID NUMBER  
Portland, ME 04101-2480 01-0351512  
207.772.1941 Main  
207.772.3627 Fax

November 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 873129  
Client No.: 17263  
Matter No.: 140

For professional services rendered and/or costs incurred through October 31, 2024:

**RE: 2024 Fire Suppression System Discharge Incident**

**PROFESSIONAL SERVICES RENDERED**

Date	Prof	Description of Service
10/01/24	JTP	Prepare for and attend board meeting and review of documents regarding same
10/02/24	JTP	Review and initially respond to correspondence from client regarding EPA request for information; forward same to Attorney Tourangeau and telephone conference with Attorney Tourangeau regarding same
10/02/24	JBT	Review EPA correspondence to Navy and MRRRA and associated information requests; correspondence and conference regarding same
10/03/24	JTP	Review correspondence regarding EPA request for information; correspondence with client regarding Chubb coverage denial letter and explore possible ways to challenge same
10/03/24	JBT	Correspondence and conference regarding EPA requests to US Navy pursuant to CERCLA (Superfund) and to MRRRA pursuant to Clean Water Act
10/04/24	OMW	Legal research regarding conflicts between required conditions of insurance and coverage exclusions
10/08/24	JTP	Review correspondence regarding response to EPA request for information
10/08/24	JBT	Correspondence and conference regarding EPA information request and extension of time to respond to same and process for addressing same
10/09/24	OMW	Legal research regarding conflicts between required conditions of insurance and coverage exclusions
10/10/24	JBT	Prepare and circulate request for EPA to extend MRRRA time to respond to Clean Water Act request for information
10/10/24	OMW	Legal research regarding conflicts between required conditions of insurance and coverage exclusions; consult with Attorney Piampiano regarding same
10/11/24	JBT	Prepare for and attend conference with MRRRA regarding EPA requests for information and timeline and process for responding to same
10/15/24	JBT	Correspondence and conference regarding extension of time to respond to EPA request for information pursuant to Section 308 of the Clean Water Act

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.

Date	Prof	Description of Service	
10/18/24	JBT	Correspondence regarding documentation responsive to EPA request for information pursuant to Section 308 of the Clean Water Act	
10/21/24	JBT	Review documents and prepare response to EPA request for information pursuant to section 308 of the Clean Water Act	
10/24/24	JBT	Correspondence and review documentation regarding response to EPA request for information pursuant to Section 308 of the Clean Water Act	
10/25/24	JBT	Prepare response to EPA pursuant to Section 308 of the Clean Water Act	
<b>TOTAL PROFESSIONAL SERVICES</b>			<b>\$ 7,258.80</b>
<b>TOTAL COSTS INCURRED</b>			<b>\$ 290.35</b>
<b>TOTAL THIS INVOICE</b>			<b>\$ 7,549.15</b>

**BILLING OFFICE**

84 Marginal Way, Suite 600 TAX ID NUMBER  
Portland, ME 04101-2480 01-0351512  
207.772.1941 Main  
207.772.3627 Fax

November 21, 2024

Midcoast Regional Redevelopment  
Jeffrey Jordan  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Invoice No.: 873129  
Client No.: 17263  
Matter No.: 140

---

**REMITTANCE COPY**

**RE: 2024 Fire Suppression System Discharge Incident**

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**BALANCE DUE THIS INVOICE**

**\$ 7,549.15**

AMOUNT PAID WITH THIS REMITTANCE \$ \_\_\_\_\_.

Please indicate invoices to be paid: \_\_\_\_\_

Absent payment instructions, payments will be applied to oldest invoices first.

---

Please return this advice with payment to:

Drummond Woodsum  
ATTN: Accounts Receivable  
84 Marginal Way, Suite 600  
Portland, ME 04101-2480

***Thank you!***  
***Your business is greatly appreciated.***

**Please contact our billing office to pay by credit card or to obtain ACH/EFT payment instructions.**

A late fee of 1.5% per month will be charged on any outstanding balance not paid in full within thirty (30) days of the invoice date.



**EASTERN FIRE**

Eastern Fire  
170 Kittyhawk Ave.  
Auburn, Maine 04210  
Phone: (207)784-1507

Invoice #: 1052-F306084  
Invoice Date: 10/22/2024

<u>Customer PO</u>	<u>Astea Contract No.</u>	<u>Astea Service No.</u>	<u>AX Project No.</u>	<u>Customer No.</u>	<u>Terms</u>
	N/A	SV2408280385@@1	1052-0298012	1052-C013712	Due Upon Receipt

**Bill To:** MRRA  
15 Terminal Rd  
Ste 200  
Brunswick, ME 04011-5017

**Project Site:** Brunswick Landing – Hangar 4  
74 Orion St  
Brunswick, ME 04011-5031

**Project Description:** MRRA hanger 4 – disable foam release module addresses in alr  
**Salesperson:** Prescott, Barry S  
**Primary Field Tech:** Prescott, Barry S  
**Project Manager:** Prescott, Barry S

**Signed by:**

**Description**

Labor

50519 BXM  
\$495.00  
Jeffrey Jordan  
10/25/2024

**Amount**

495.00

**Nature of the Call:** Service call to disable 4 fire alarm foam release modules falsely in alarm from malfunctions after accidental foam release.

**Problem Resolution:** 8/28/2024 12:06 PM: Service call to disable 4 release system addressable alarm modules still in alarm after false foam discharge on 8/19/2024. Disabled modules M-11 Hanger Bay 3 heat detectors, M22 riser 4 & 5 manual release – riser flow, M26 hose reel pull station and M003 in the house FACP communication panel per Eric Perkins.

Gross Amount this Invoice

\$495.00

Please Remit Payment to:

Total Amount Due this Invoice

\$495.00

Address for U.S. Postal Service (USPS)

Eastern Fire  
PO Box 412007  
Boston, MA 02241-2007

Pay This Amount →

\$495.00

Customer #: 1052-C013712 Invoice #: 1052-F306084

**Service Simplified:**  
Pay your bill Online at [www.davisulmer.com](http://www.davisulmer.com)

**Thank You for Your Business!!**

# Congress of the United States

Washington, DC 20510

September 16, 2024

The Honorable Carlos Del Toro  
Secretary of the Navy  
1000 Navy Pentagon  
Washington, DC 20350

Dear Secretary Del Toro:

We are writing to raise our concerns to you about the recent toxic foam spill at the Former Brunswick Naval Air Station. On August 19, 2024, a malfunction in a fire suppression system in hangar four at Brunswick Landing, formerly known as Brunswick Naval Air Station, discharged 1,450 gallons of aqueous film-forming foam (AFFF) mixed with 50,000 gallons of water,<sup>1</sup> filling the hangar and spilling into an oil/water separator and into retention pond “A.” This is the largest accidental AFFF spill in the state of Maine, and the sixth largest in the U.S. in the past 30 years.<sup>2</sup>

According to the Environmental Protection Agency (EPA), exposure to per- and polyfluoroalkyl substances, also known as PFAS, has been linked to harmful health effects in humans and animals.<sup>3</sup> Results from samples taken at the Brunswick site showed that PFOS, a type of PFAS that EPA has designated as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), was detected in the AFFF product sample from the storage tank at 3,230 parts per million (ppm) and in the mixed product sample (AFFF + water) at 7.52 ppm.<sup>4</sup>

Though much of Brunswick Landing is now overseen by the Midcoast Regional Redevelopment Authority (MRRA), the Navy retains ownership over certain areas, including hangar four. Our understanding is that the operations and maintenance of hangar four including the AFFF system is a responsibility of MRRA under the conditions of the lease with the Navy. We have been informed that the Navy had planned to remove the fire suppression system at hangar 4 and other Brunswick facilities this month. We are further concerned that thousands of gallons of AFFF remain on site as part of the fire suppression systems in additional hangars at Brunswick Landing.

Our constituents are deeply concerned about the short and long-term health and environmental impacts of this spill, as well as potential future incidents, since AFFF foam remains at the site. We understand that the Department of the Navy has been communicating with MRRA, Maine Department of Environmental Protection (MEDEP) and US Environmental Protection Agency (EPA) Region 1 since the spill. We ask for your commitment to coordinating with federal, state, and local partners in providing assistance as the clean-up continues. Further, we request a briefing on the status of the Navy’s involvement in these efforts at your earliest convenience.

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<sup>1</sup> <https://www.maine.gov/dep/news/news.html?id=12955895>

<sup>2</sup> <https://www.ewg.org/news-insights/news/2022/03/epa-data-show-almost-900-forever-chemical-foam-releases-many-local>

<sup>3</sup> <https://www.epa.gov/pfas/pfas-explained>

<sup>4</sup> <https://www.maine.gov/dep/news/news.html?id=12965501>

Sincerely,



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Chellie Pingree  
Member of Congress



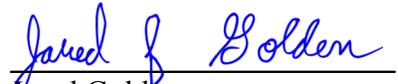
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Angus S. King, Jr.  
United States Senator



---

Susan M. Collins  
United States Senator



---

Jared Golden  
Member of Congress



THE SECRETARY OF THE NAVY  
WASHINGTON, DC 20350-1000

OCT 24 2024

The Honorable Angus S. King  
United States Senate  
Washington, DC 20510

Dear Senator King:

Thank you for your letter of September 16, 2024 concerning the recent Aqueous Film Forming Foam (AFFF) accidental release by the Midcoast Regional Redevelopment Authority (MRRA) at Hangar Four at the former Naval Air Station Brunswick.

Since the unfortunate event on August 19, 2024, the MRRA has been responding diligently to the situation under the regulatory oversight of two agencies, U.S. Environmental Protection Agency Region One and Maine Department of Environmental Protection (MEDEP). The Department of the Navy (DON) has been monitoring this situation closely and is available to provide technical assistance with the ongoing cleanup and future actions by the MRRA. We are committed to coordinating with federal, state, and local agencies in this matter and assisting where possible.

In addition, the DON has already reprioritized funding to contract for the removal of the remaining AFFF from the system in Hangar Four, the leased hangar operated by MRRA. The DON solicited this contract action before the recent release from the fire suppression system, and the DON contractor is in place and executing this action.

For the three other hangars owned by MRRA, there are constraints on what support the DON may provide. MRRA has the responsibility to address the safety and operation of these privately owned hangars.

The DON is committed to assisting MRRA in the ongoing cleanup of the AFFF release from Hangar Four. We understand the initial onsite release response has transitioned into long term observation and data evaluation that overlaps with our site-wide Comprehensive Environmental Response, Compensation and Liability Act remedial response action for previous AFFF releases by the DON. The DON appreciates MEDEP's willingness to share data and will continue to collaborate on a long-term remedy for the site.

Per your request, we will schedule a briefing with your office to discuss this matter. A similar letter has been sent to Senator Collins, Representative Pingree, and Representative Golden. I appreciate you taking the time to share your thoughts on this issue. If I may be of further assistance, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Carlos Del Toro".

Carlos Del Toro



THE SECRETARY OF THE NAVY  
WASHINGTON, DC 20350-1000

OCT 24 2024

The Honorable Susan M. Collins  
United States Senate  
Washington, DC 20510

Dear Senator Collins:

Thank you for your letter of September 16, 2024 concerning the recent Aqueous Film Forming Foam (AFFF) accidental release by the Midcoast Regional Redevelopment Authority (MRRA) at Hangar Four at the former Naval Air Station Brunswick.

Since the unfortunate event on August 19, 2024, the MRRA has been responding diligently to the situation under the regulatory oversight of two agencies, U.S. Environmental Protection Agency Region One and Maine Department of Environmental Protection (MEDEP). The Department of the Navy (DON) has been monitoring this situation closely and is available to provide technical assistance with the ongoing cleanup and future actions by the MRRA. We are committed to coordinating with federal, state, and local agencies in this matter and assisting where possible.

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Sincerely,

A handwritten signature in blue ink, reading "Carlos Del Toro".

Carlos Del Toro



THE SECRETARY OF THE NAVY  
WASHINGTON, DC 20350-1000

OCT 24 2024

The Honorable Chellie M. Pingree  
U.S. House of Representatives  
Washington, DC 20515

Dear Representative Pingree:

Thank you for your letter of September 16, 2024 concerning the recent Aqueous Film Forming Foam (AFFF) accidental release by the Midcoast Regional Redevelopment Authority (MRRA) at Hangar Four at the former Naval Air Station Brunswick.

Since the unfortunate event on August 19, 2024, the MRRA has been responding diligently to the situation under the regulatory oversight of two agencies, U.S. Environmental Protection Agency Region One and Maine Department of Environmental Protection (MEDEP). The Department of the Navy (DON) has been monitoring this situation closely and is available to provide technical assistance with the ongoing cleanup and future actions by the MRRA. We are committed to coordinating with federal, state, and local agencies in this matter and assisting where possible.

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Sincerely,

A handwritten signature in blue ink, reading "Carlos Del Toro".

Carlos Del Toro



THE SECRETARY OF THE NAVY  
WASHINGTON, DC 20350-1000

OCT 24 2024

The Honorable Jared Golden  
U.S. House of Representatives  
Washington, DC 20515

Dear Representative Golden:

Thank you for your letter of September 16, 2024 concerning the recent Aqueous Film Forming Foam (AFFF) accidental release by the Midcoast Regional Redevelopment Authority (MRRA) at Hangar Four at the former Naval Air Station Brunswick.

Since the unfortunate event on August 19, 2024, the MRRA has been responding diligently to the situation under the regulatory oversight of two agencies, U.S. Environmental Protection Agency Region One and Maine Department of Environmental Protection (MEDEP). The Department of the Navy (DON) has been monitoring this situation closely and is available to provide technical assistance with the ongoing cleanup and future actions by the MRRA. We are committed to coordinating with federal, state, and local agencies in this matter and assisting where possible.

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Sincerely,

A handwritten signature in blue ink, reading "Carlos Del Toro", is positioned below the word "Sincerely,".

Carlos Del Toro

**Vendor** Penobscoot Company  
**Project** Phase 3 Hangar 4  
 AIP #3-23-0056-024-2016  
**Project No.** 391128.00  
**Invoice** 023  
**Date** May 12, 2020  
**For Work Completed Through** May 12, 2020  
**Total** \$13,903.68

<b>Acc #</b>	<b>Share</b>	<b>%</b>	<b>Amount</b>	<b>Class</b>
50799-f FAA MAP 024	Federal	90%	\$12,513.31	CIP 2017
50767	State	5%	\$695.18	CIP 2017
50581	Local	5%	\$695.19	CIP 2017
50799-f FAA MAP 024	Federal		(\$12,513.31)	Fixed Assets
50767	State		(\$695.18)	Fixed Assets
50581	Local		(\$695.19)	Fixed Assets
13500 Construction in Progress			\$13,903.68	Balance Sheet

**Approved**

**Date**

May 12, 2020



Deputy Director

Department Head

DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
**PERIODIC COST ESTIMATE**

Form Approved  
 Budget Bureau No. 04-R0008

PAGE 1 OF 2 PAGES

1. SPONSOR'S NAME AND ADDRESS

Midcoast Regional Redevelopment Authority  
 15 Terminal Road, Suite 200  
 Brunswick, ME 04011

5. PROJECT NO.

**AIP No. 3-23-0056-031-2018**

6. ESTIMATE NO.

023A

2. OFFICIAL NAME AND LOCATION OF AIRPORT

Brunswick Executive Airport  
 Brunswick, ME 04011

7. PERIOD ENDING

5/12/2020

8. DATE ESTIMATE PREPARED

5/12/2020

3. CONTRACTOR'S NAME AND ADDRESS

**Penobscot Company, Inc.**  
 519 West Street  
 Rockport, ME 04856

9. PERCENT OF PHYSICAL COMPLETION

100%

10. SPONSOR'S CONTRACT NO.

**391128**

4. DESCRIPTION OF WORK

**Hangar Improvements, Phase III – Improve Hangar 4 & End Area Alterations**

11. AMOUNT OF CONTRACT

**\$305,184.49 (as of CO#13)**

12. COMPLETION TIME *(Indicate whether work or calendar days)*

13. DATES

A. WORK TO START

06/26/17

B. WORK STARTED

06/26/17

C. COMPLETION DUE

5/12/2020

D. EST. OR ACT. COMP.

5/12/2020

14. NO OF DAYS CONTRACTOR IS:

A. AHEAD

0

B. IN ARREARS

0

15. BREAKDOWN OF PERIODIC COST ESTIMATE *(If additional space is required, use continuation sheet, FAA Form 5100-9)*

ITEM NO. (a)	DESCRIPTION OF ITEM (b)	LATEST REVISED DETAILED ESTIMATE				WORK PERFORMED TO DATE		
		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY (g)	AMOUNT (h)	PERCENT (i)
<b>SEE ATTACHED SPREADSHEET(S) FOR DETAILED BREAKDOWN</b>								
TOTAL WORK PERFORMED TO DATE						\$305,184.49	100%	
STORED MATERIALS								
SUBTOTAL						\$305,184.49	100%	
LESS %RETAINAGE								
LESS PUNCH LIST								
SUBTOTAL						\$305,184.49	90%	
LESS PREVIOUS PAYMENTS						\$291,280.81	86%	
AMOUNT DUE						\$13,903.68	4%	

16. CERTIFICATION ON CONTRACTOR - I HEREBY CERTIFY that the work performed and the materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above, and in all subcontracts made under that contract.

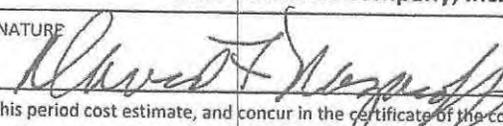
DATE May 12, 2020

CONTRACTOR'S NAME

**The Penobscot Company, Inc.**

BY TITLE  
 David F. Nazaroff, President

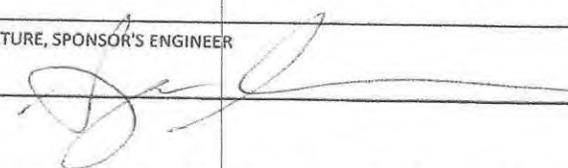
SIGNATURE



17. CONCURRENCE AND CERTIFICATION OF SPONSOR'S ENGINEER - I have examined this period cost estimate, and concur in the certificate of the contractor and certify that the materials used and the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

DATE 5/12/2020

SIGNATURE, SPONSOR'S ENGINEER



DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 PERIODIC COST ESTIMATE

Estimate No. 23A

Date: 5/12/2020

**Contractor:** The Penobscot Company, Inc.  
**Airport:** Brunswick Executive Airport  
**Client:** Midcoast Regional Redevelopment Authority  
**Project:** Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
 Fire Suppression  
 AIP No. 3-23-0056-031-2018

Hoyle, Tanner Job No. 391128

Base Bid Items	Designation	Quantity		Amount per Contract Award		Amount This Pay Request		Amount Previously Requested		Total Requested To Date		
		Unit	Amount	Per Unit	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
H-001-9A	Recommission Foam System (AIP 031-2018) (NEW ITEM CO #7, INCREASED CO #9, #12)	LS	1	\$301,274.49	\$301,274.49	0.05	\$13,903.68	0.95	\$287,370.81	1.00	\$301,274.49	
H-001-9B	Recommission Foam System, Ineligible Work (NEW ITEM CO #9, INCREASED CO #12)	LS	1	\$3,910.00	\$3,910.00	0.00	\$0.00	1.00	\$3,910.00	1.00	\$3,910.00	
<b>Total Pay Items AIP-031</b>						<b>\$305,184.49</b>	5%	<b>\$13,903.68</b>	95%	<b>\$291,280.81</b>	100%	<b>\$305,184.49</b>

10% retainage \$0.00  
 subtotal \$305,184.49  
 less previous payments \$291,280.81  
 amount due \$13,903.68

**REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA ASSISTED CONTRACTS**

Name of Airport Brunswick Executive Airport  
 Name of Project Hangar Improvements, Phase III, Improve Hangar 4 & End Area Alterations - Foam Fire System  
 Hoyle, Tanner Project # 391128 AIP Grant # 3-23-0056-031-2018  
 Contractor's PCE # 23A Total Anticipated DBE % 0

DBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/ZIP: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

Type of work Performed and NAICS, if known: \_\_\_\_\_

Dollar Amount of Work to Date: \$                     -  
 Dollar Amount of Work Previously Reported: \$                     -  
 Dollar Amount of Work this PCE: \$                     -

Disadvantaged Group (check one)

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcontinent Asian American <input type="checkbox"/>
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-Minority <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	<input type="checkbox"/>
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	<input type="checkbox"/>

I certify that the above information is correct:

Signature of DBE Firm \_\_\_\_\_

Date \_\_\_\_\_

*Nancy McKean*

Signature of General Contractor or Consultant \_\_\_\_\_

12-May-20  
Date

GENERAL CONTRACTOR'S FINAL RELEASE  
AND  
DISCHARGE OF LIEN

The Penobscot Company, Inc. (hereafter called the "Contractor"), in consideration of Thirteen Thousand Nine Hundred Three Dollars and 68/100 (\$13,903.68) to be paid by Midcoast Regional Redevelopment Authority, Brunswick Executive Airport, Brunswick, ME, from any and all liens, claims, causes of action, liabilities and other obligations with respect to payment for any and all labor, work, services and materials furnished, performed or supplied to or in connection with the construction project known as Hangar Improvements, Phase III – Improve Hangar 4 & End Area Alterations – Recommission Foam Water System AIP 3-23-0056-031-2018 (hereinafter called the "Project"), through the date of May 12, 2020.

Contractor acknowledges that receipt of this payment will constitute full and final payment.

Contractor further covenants and represents that all of the subcontractors, suppliers, mechanics, materialmen and laborers engaged by him have been paid in full or shall be immediately paid in full from the proceeds of this current payment for all work done and/or materials furnished to the Project. The contractor hereby agrees to indemnify, defend and hold harmless Midcoast Regional Redevelopment Authority, Brunswick Executive Airport, Brunswick, ME from any and all claims by any person or entity based upon work done or materials furnished in connection with the Premises by the Contractor and/or his subcontractors, suppliers, mechanics, materialmen and laborers.

The undersigned represents that he is authorized by all corporate or other action necessary to execute and deliver this release.

IN WITNESS WHEREOF, Contractor has executed this instrument this 12th day of May 2020

CONTRACTOR:

By: David F. Nazaroff Title: President  
David F. Nazaroff

Notarized: Nancy McKeon My commission Expires: \_\_\_\_\_



**NANCY McKEON**  
NOTARY PUBLIC  
State of Maine  
My Commission Expires May 19, 2022

**Vendor** Penobscot Company, Inc.  
**Project** Phase 3 Hangar 4  
 AIP #3-23-0056-024-2016  
**Project No.** 391128.00  
**Invoice** 019  
**Date** July 18, 2019  
**For Work Completed Through** June 30, 2019  
**Total** \$148,651.63

<i>Acc #</i>	<i>Share</i>	<i>%</i>	<i>Amount</i>	<i>Class</i>
50799-f FAA MAP 024	Federal	90%	\$133,786.47	CIP 2017
50767	State	5%	\$7,432.58	CIP 2017
50581	Local	5%	\$7,432.58	CIP 2017
50799-f FAA MAP 024	Federal		(\$133,786.47)	Fixed Assets
50767	State		(\$7,432.58)	Fixed Assets
50581	Local		(\$7,432.58)	Fixed Assets
13500 Construction in Progress			\$148,651.63	Balance Sheet

**Approved**

**Date**

July 18, 2019

  
 \_\_\_\_\_  
 Deputy Director  
  
 \_\_\_\_\_  
 Department Head

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
PERIODIC COST ESTIMATE

Form Approved  
Budget Bureau No. 04-R0008

PAGE 1 OF 2 PAGES

1. SPONSOR'S NAME AND ADDRESS

Midcoast Regional Redevelopment Authority  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

5. PROJECT NO.

AIP No. 3-23-0056-024-2016

6. ESTIMATE NO.

019

2. OFFICIAL NAME AND LOCATION OF AIRPORT

Brunswick Executive Airport  
Brunswick, ME 04011

7. PERIOD ENDING

06/01/2019

8. DATE ESTIMATE PREPARED

07/17/2019

3. CONTRACTOR'S NAME AND ADDRESS

Penobscot Company, Inc.  
519 West Street  
Rockport, ME 04856

9. PERCENT OF PHYSICAL COMPLETION

100%

10. SPONSOR'S CONTRACT NO.

391128

4. DESCRIPTION OF WORK

Hangar Improvements, Phase III – Improve Hangar 4 & End Area Alterations

11. AMOUNT OF CONTRACT

\$2,719,739.67 (as of CO#11)

12. COMPLETION TIME (Indicate whether work or calendar days)

13. DATES

A. WORK TO START

06/26/17

B. WORK STARTED

06/26/17

C. COMPLETION DUE

11/10/2018

D. EST. OR ACT. COMP.

08/03/2019

A. AHEAD

0

B. IN ARREARS

0

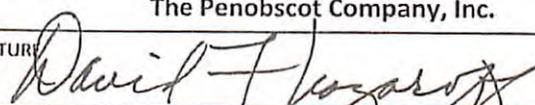
14. NO OF DAYS CONTRACTOR IS:

15. BREAKDOWN OF PERIODIC COST ESTIMATE (If additional space is required, use continuation sheet, FAA Form 5100-9)

ITEM NO. (a)	DESCRIPTION OF ITEM (b)	LATEST REVISED DETAILED ESTIMATE				WORK PERFORMED TO DATE		
		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY (g)	AMOUNT (h)	PERCENT (i)
SEE ATTACHED SPREADSHEET(S) FOR DETAILED BREAKDOWN								
TOTAL WORK PERFORMED TO DATE						\$2,719,739.67	100%	
STORED MATERIALS								
SUBTOTAL						\$2,719,739.67	100%	
LESS 5 %RETAINAGE						\$135,986.98	5%	
LESS PUNCH LIST								
SUBTOTAL						\$2,583,752.69	95%	
LESS PREVIOUS PAYMENTS						\$2,435,101.06	90%	
AMOUNT DUE						\$148,651.63	5%	

SUMMARY OF PERIODIC COST ESTIMATE PAYMENT ITEMS								
TOTAL WORK PERFORMED TO DATE						\$2,719,739.67	100%	
STORED MATERIALS								
SUBTOTAL						\$2,719,739.67	100%	
LESS 5 %RETAINAGE						\$135,986.98	5%	
LESS PUNCH LIST								
SUBTOTAL						\$2,583,752.69	95%	
LESS PREVIOUS PAYMENTS						\$2,435,101.06	90%	
AMOUNT DUE						\$148,651.63	5%	

16. CERTIFICATION ON CONTRACTOR - I HEREBY CERTIFY that the work performed and the materials supplied to date, as shown on this periodic cost estimate, represent the actual value of accomplishment under the terms of this contract in conformity with approved plans and specifications; that the quantities shown were properly determined and are correct; and that there has been full compliance with all labor provisions included in the contract identified above, and in all subcontracts made under that contract.

DATE July 17, 2019		CONTRACTOR'S NAME The Penobscot Company, Inc.	
BY	TITLE David F. NAZAROFF, President	SIGNATURE 	

17. CONCURRENCE AND CERTIFICATION OF SPONSOR'S ENGINEER - I have examined this period cost estimate, and concur in the certificate of the contractor and certify that the materials used and the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

DATE 7/18/19	SIGNATURE, SPONSOR'S ENGINEER 
-----------------	-----------------------------------------------------------------------------------------------------------------------

DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 PERIODIC COST ESTIMATE

Estimate No. 18

Date: 5/3/2019

Contractor: The Penobscot Company, Inc.  
 Airport: Brunswick Executive Airport  
 Client: Midcoast Regional Redevelopment Authority  
 Project: Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
 AIP No. 3-23-0056-024-2016

Hoyle, Tanner Job No. 391128

Base Bid Items	Designation	Quantity		Amount per Contract Award		Amount This Pay Request		Amount Previously Requested		Total Requested To Date	
		Unit	Amount	Per Unit	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
G-001-1	Mobilization (INCREASED CO #1)	LS	1	\$73,419.00	\$73,419.00	0.00	\$0.00	1.00	\$73,419.00	1.00	\$73,419.00
G-001-2	MMP Compliance (DECREASED CO #1, INCREASED CO #4)	LS	1	\$16,515.25	\$16,515.25	0.00	\$0.00	1.00	\$16,515.25	1.00	\$16,515.25
G-001-3	AsBuilt Survey (ELIMINATED CO #11)	LS	0	\$5,200.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
H-001-1	Demolish Building Addition (INCREASED CO #1, #2, #3, #4, #6)	LS	1	\$277,399.90	\$277,399.90	0.00	\$0.00	1.00	\$277,399.90	1.00	\$277,399.90
H-001-2	Building Installation (DECREASED CO #1, #5, INCREASED #2, #3, #4, #6)	LS	1	\$1,832,654.52	\$1,832,654.52	0.00	\$0.00	1.00	\$1,832,654.52	1.00	\$1,832,654.52
H-001-2A	Building Installation CREDIT (NEW ITEM CO #8)	LS	1	(\$1,830.00)	(\$1,830.00)	0.00	\$0.00	1.00	(\$1,830.00)	1.00	(\$1,830.00)
H-001-3	Repair Concrete Floor (DECREASED CO #1)	LS	1	\$6,240.00	\$6,240.00	0.00	\$0.00	1.00	\$6,240.00	1.00	\$6,240.00
H-001-4	Interior Wall and Door Upgrades (INCREASED CO #1, #6, #8)	LS	1	\$150,157.89	\$150,157.89	0.00	\$0.00	1.00	\$150,157.89	1.00	\$150,157.89
H-001-5	Roof Drain Roof Repairs (INCREASED CO #1)	LS	1	\$14,071.00	\$14,071.00	0.00	\$0.00	1.00	\$14,071.00	1.00	\$14,071.00
H-001-6	Abandoned Heating Unit Removals (INCREASED CO #1)	LS	1	\$19,500.00	\$19,500.00	0.00	\$0.00	1.00	\$19,500.00	1.00	\$19,500.00
H-001-7	Replace Tunnel Exhaust Fan (DECREASED CO #1)	LS	1	\$3,526.00	\$3,526.00	0.00	\$0.00	1.00	\$3,526.00	1.00	\$3,526.00
H-001-8	Modify Eyewash/Shower and Condensing Unit (INCREASED CO #3)	LS	1	\$47,915.00	\$47,915.00	0.00	\$0.00	1.00	\$47,915.00	1.00	\$47,915.00
H-001-9	Recommission Foam Systems	LS	1	\$76,960.00	\$76,960.00	0.00	\$0.00	1.00	\$76,960.00	1.00	\$76,960.00
H-001-10	Allowances Associated with the Foam-Water System (DECREASED CO #11)	Allow	1	\$14,430.00	\$14,430.00	0.00	\$0.00	1.00	\$14,430.00	1.00	\$14,430.00
H-001-11	Paint Exterior Siding (INCREASED CO #5)	LS	1	\$17,298.00	\$17,298.00	0.00	\$0.00	1.00	\$17,298.00	1.00	\$17,298.00
H-001-12	Paint Existing Siding (NEW ITEM CO #1)	LS	1	\$69,786.00	\$69,786.00	0.00	\$0.00	1.00	\$69,786.00	1.00	\$69,786.00
H-001-13	Exhaust Stack Modification (NEW ITEM CO #2, INCREASED CO #5)	LS	1	\$14,824.00	\$14,824.00	0.00	\$0.00	1.00	\$14,824.00	1.00	\$14,824.00
H-001-14	Roof Heating Vents (NEW ITEM CO #5)	LS	1	\$37,871.00	\$37,871.00	0.00	\$0.00	1.00	\$37,871.00	1.00	\$37,871.00
H-001-15	Condensate Pump (NEW ITEM CO #10)	LS	1	\$2,801.83	\$2,801.83	1.00	\$2,801.83	0.00	\$0.00	1.00	\$2,801.83
H-001-16	Wash Line OS&Y Valve (NEW ITEM CO #10)	LS	1	\$10,365.00	\$10,365.00	1.00	\$10,365.00	0.00	\$0.00	1.00	\$10,365.00
P-152-1	Unclassified Excavation	CY	30	\$36.40	\$1,092.00	0.00	\$0.00	30.00	\$1,092.00	30.00	\$1,092.00
P-152-2	Bituminous Pavement Removal	SY	1,000	\$5.20	\$5,200.00	0.00	\$0.00	1,000.00	\$5,200.00	1,000.00	\$5,200.00
P-152-3	Concrete Pavement Removal	SY	320	\$16.00	\$5,120.00	0.00	\$0.00	320.00	\$5,120.00	320.00	\$5,120.00
P-156-1	Inlet Protection (DECREASED CO #1)	EA	2	\$260.00	\$520.00	0.00	\$0.00	2.00	\$520.00	2.00	\$520.00
P-200-1	MaineDOT Base Course, Type A	CY	125	\$36.60	\$4,575.00	0.00	\$0.00	125.00	\$4,575.00	125.00	\$4,575.00
P-400-1	MaineDOT HMA, Type 19mm	TON	145	\$125.00	\$18,125.00	7.24	\$905.00	137.76	\$17,220.00	145.00	\$18,125.00
P-603-1	Tack Coat	GAL	100	\$5.20	\$520.00	0.00	\$0.00	100.00	\$520.00	100.00	\$520.00
M-001-1	Pavement Painting	SF	170	\$3.12	\$530.40	0.00	\$0.00	170.00	\$530.40	170.00	\$530.40
M-001-2	Signs	EA	3	\$26.00	\$78.00	0.00	\$0.00	3.00	\$78.00	3.00	\$78.00
M-001-3	Wheel Stops	EA	6	\$12.48	\$74.88	0.00	\$0.00	6.00	\$74.88	6.00	\$74.88
<b>Total Pay Items AIP-024</b>					<b>\$2,719,739.67</b>	<b>1%</b>	<b>\$14,071.83</b>	<b>99%</b>	<b>\$2,705,667.84</b>	<b>100%</b>	<b>\$2,719,739.67</b>

5% retainage \$135,986.98  
 subtotal \$2,583,752.69  
 less previous payments \$2,435,101.06  
 amount due \$148,651.63

FEDERAL AVIATION ADMINISTRATION  
PERIODIC COST ESTIMATE

Estimate No. 19

Contractor: The Percosco Company, Inc.  
Airport: Brunswick Executive Airport  
Client: Midcoast Regional Redevelopment Authority  
Project: Hangar Improvements, Phase III - Improve Hangar 4 & Enc Area Alterations  
AIP No. 3-23-0056-024-2016

Hoyle, Tanner Job No. 391128

Base Bid Items	Designation	Quantity		Amount per Contract Award		Amount This Pay Request		Amount Previously Requested		Total Requested To Date	
		Unit	Amount	Per Unit	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
G-001-1	Mobilization	LS	1	\$73,419.00	\$73,419.00			100%	\$73,419.00	100%	\$73,419.00
G-001-2	MMP Compliance	LS	1	\$2,912.00	\$2,912.00			100%	\$2,912.00	100%	\$2,912.00
G-001-3	AsBuilt: Survey	LS	1	\$5,200.00	\$5,200.00	100%	\$5,200.00	0%	\$0.00	100%	\$5,200.00
H-001-1	Demolish Building Addition	LS	1	\$228,255.00	\$228,255.00			100%	\$228,255.00	100%	\$228,255.00
H-001-2	Building Installation	LS	1	\$1,818,438.52	\$1,818,438.52			100%	\$1,818,438.52	100%	\$1,818,438.52
H-001-3	Repair Concrete Floor	LS	1	\$6,240.00	\$6,240.00			100%	\$6,240.00	100%	\$6,240.00
H-001-4	Interior Wall and Door Upgrades	LS	1	\$129,742.00	\$129,742.00			100%	\$129,742.00	100%	\$129,742.00
H-001-5	Roof Drain Roof Repairs	LS	1	\$14,071.00	\$14,071.00			100%	\$14,071.00	100%	\$14,071.00
H-001-6	Abandoned Heating Unit Removals	LS	1	\$19,500.00	\$19,500.00			100%	\$19,500.00	100%	\$19,500.00
H-001-7	Replace Tunnel Exhaust Fan	LS	1	\$3,526.00	\$3,526.00			100%	\$3,526.00	100%	\$3,526.00
H-001-8	Modify Eyewash/Shower and Condensing Unit	LS	1	\$45,760.00	\$45,760.00			100%	\$45,760.00	100%	\$45,760.00
H-001-9	Recommission Foam Systems	LS	1	\$76,960.00	\$76,960.00			100%	\$76,960.00	100%	\$76,960.00
H-001-10	Allowances Associated with the Foam-Water System	Allow	1	\$23,000.00	\$23,000.00	100%	\$8,570.00	63%	\$14,430.00	100%	\$23,000.00
H-001-11	Paint Exterior Siding	LS	1	\$15,750.00	\$15,750.00			100%	\$15,750.00	100%	\$15,750.00
P-152-1	Unclassified Excavation	CY	30	\$36.40	\$1,092.00			100%	\$1,092.00	100%	\$1,092.00
P-152-2	Bituminous Pavement Removal	SY	1,000	\$5.20	\$5,200.00			100%	\$5,200.00	100%	\$5,200.00
P-152-3	Concrete Pavement Removal	SY	320	\$16.00	\$5,120.00			100%	\$5,120.00	100%	\$5,120.00
P-156-1	Inlet Protection	EA	2	\$260.00	\$520.00			100%	\$520.00	100%	\$520.00
P-200-1	MaineDOT Base Course, Type A	CY	125	\$36.60	\$4,575.00			100%	\$4,575.00	100%	\$4,575.00
P-400-1	MaineDOT HMA, Type 19mm	TON	145	\$125.00	\$18,125.00	5%	\$905.00	95%	\$17,220.00	100%	\$18,125.00
P-603-1	Tack Coat	GAL	100	\$5.20	\$520.00			100%	\$520.00	100%	\$520.00
M-001-1	Pavement Painting	SF	170	\$3.12	\$530.40			100%	\$530.40	100%	\$530.40
M-001-2	Signs	EA	3	\$26.00	\$78.00			100%	\$78.00	100%	\$78.00
M-001-3	Wheel Stops	EA	6	\$12.48	\$74.88			100%	\$74.88	100%	\$74.88
Change Order 1	Total Add \$69,786.00										
	Item No. 1 - Alternate 1 - Paint Existing Siding	LS	1	\$69,786.00	\$69,786.00			100%	\$69,786.00	100%	\$69,786.00
Change Order 2	Total Add \$16,053.00										
	Item No. 1 - BEA 02 - Extended Operation Test, DDC System (H-001-2)	LS	1	(\$6,500.00)	(\$6,500.00)			100%	(\$6,500.00)	100%	(\$6,500.00)
	Item No. 2 - BEA 03 - Additional Concrete Demolition (H-001-1)	LS	1	\$2,259.00	\$2,259.00			100%	\$2,259.00	100%	\$2,259.00
	Item No. 3 - BEA 04 - Spray Foam Insulation (H-001-4)	LS	1	\$7,140.00	\$7,140.00			100%	\$7,140.00	100%	\$7,140.00
	Item No. 4 - BEA 01 & 05 - Exhaust Stack Modifications (H-001-13)	LS	1	\$13,154.00	\$13,154.00			100%	\$13,154.00	100%	\$13,154.00
Change Order 3	Total Add \$37,945.00										
	Item No. 1 - BEA 05R2 - Replace existing CMU work (H-001-1)	LS	1	\$28,284.90	\$28,284.90			100%	\$28,284.90	100%	\$28,284.90
	Item No. 2 - BEA 10 - Exterior Removals at wall panels (H-001-1)	LS	1	\$5,456.00	\$5,456.00			100%	\$5,456.00	100%	\$5,456.00
	Item No. 3 - BEA 12 - Electrical Panel Replacement (H-001-2)	LS	1	\$2,051.00	\$2,051.00			100%	\$2,051.00	100%	\$2,051.00
	Item No. 4 - BEA 07 - Existing Domestic Waterline Insulation (H-001-8)	LS	1	\$2,155.00	\$2,155.00			100%	\$2,155.00	100%	\$2,155.00
Change Order 4	Total Add \$34,347.25										
	Item No. 1 - BEA 08R2 Soil Testing	LS	1	\$13,603.25	\$13,603.25			100%	\$13,603.25	100%	\$13,603.25
	Item No. 2 - BEA 09 Remobilization	LS	1	\$1,800.00	\$1,800.00			100%	\$1,800.00	100%	\$1,800.00
	Item No. 3 - BEA11 Slab underpinning	LS	1	\$18,944.00	\$18,944.00			100%	\$18,944.00	100%	\$18,944.00
Change Order 5	Total Add \$35,437.00										
	Item No. 1 - BEA 13 Material cost difference	LS	1	\$1,670.00	\$1,670.00			100%	\$1,670.00	100%	\$1,670.00
	Item No. 2 - BEA 15 Paint concrete foundation	LS	1	\$1,548.00	\$1,548.00			100%	\$1,548.00	100%	\$1,548.00
	Item No. 3 - BEA 16 CMU repointing related to underpinning	LS	1	(\$5,652.00)	(\$5,652.00)			100%	(\$5,652.00)	100%	(\$5,652.00)
	Item No. 4 - BEA 17R1 Roof Heating vents	LS	1	\$37,871.00	\$37,871.00			100%	\$37,871.00	100%	\$37,871.00

DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 PERIODIC COST ESTIMATE

Estimate No. 19

Contractor: The Pencbscot Company, Inc.

Airport: Brunswick Executive Airport

Client: Midcoast Regional Redevelopment Authority

Hoyle, Tanner Job No. 3911228

Project: Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
 AIP No. 3-23-0056-024-2016

Base Bid Items	Designation	Quantity		Amount per Contract Award		Amount This Pay Request		Amount Previously Requested		Total Requested To Date		
		Unit	Amount	Per Unit	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
<b>Change Order 6</b>	<b>Total Add: \$27,827.89</b>											
	Item No. 1 - BEA 19 Paint hangar west wall	LS	1	\$11,109.89	\$11,109.89			100%	\$11,109.89	100%	\$11,109.89	
	Item No. 2 - BEA 20 Additional light fixture	LS	1	\$1,549.00	\$1,549.00			100%	\$1,549.00	100%	\$1,549.00	
	Item No. 3 - BEA 22 Additional fin tube	LS	1	\$3,824.00	\$3,824.00			100%	\$3,824.00	100%	\$3,824.00	
	Item No. 4 - BEA 08R2 Extension of time	LS	1	\$11,345.00	\$11,345.00			100%	\$11,345.00	100%	\$11,345.00	
<b>Change Order 8</b>	<b>Total Add: \$336.00</b>											
	Item No. 1 - BEA 23 Door Exit Device	LS	1	\$2,166.00	\$2,166.00			100%	\$2,166.00	100%	\$2,166.00	
	Item No. 2 - BEA 74 Fire sprinkler credits	LS	1	(\$1,830.00)	(\$1,830.00)			100%	-\$1,830.00	100%	(\$1,830.00)	
<b>Change Order 10</b>	<b>Total Add: \$13,166.83</b>											
	Item No. 1 - BEA 28 Condensate Pump	LS	1	\$2,801.83	\$2,801.83		\$2,801.83	0%	\$0.00	100%	\$2,801.83	
	Item No. 2 - BEA 29 Wash Line OS&Y Valve	LS	1	\$10,365.00	\$10,365.00		\$10,365.00	0%	\$0.00	100%	\$10,365.00	
<b>Change Order 11</b>	<b>Total Deduct: (\$13,770.00)</b>											
	Item No. 1 - As-built survey credit	LS	1	(\$5,200.00)	(\$5,200.00)		(\$5,200.00)	0%	\$0.00	100%	(\$5,200.00)	
	Item No. 2 - Unused allowance credit	LS	1	(\$8,570.00)	(\$8,570.00)		(\$8,570.00)	0%	\$0.00	100%	(\$8,570.00)	
					\$2,719,739.67		1%	\$14,071.83	99%	\$2,705,667.84	100%	\$2,719,739.67

GENERAL CONTRACTOR'S CONDITIONAL RELEASE  
AND  
DISCHARGE OF LIEN

The Penobscot Company, Inc. (hereafter called the "Contractor"), in consideration of One Hundred Forty Eight Thousand Six Hundred Fifty One and 63/100 Dollars (\$148,651.63) to be paid by Midcoast Regional Redevelopment Authority, Brunswick Executive Airport, Brunswick, ME, from any and all liens, claims, causes of action, liabilities and other obligations with respect to payment for any and all labor, work, services and materials furnished, performed or supplied to or in connection with the construction project known as Hangar Improvements, Phase III – Improve Hangar 4 & End Area Alterations AIP 3-23-0056-024-2016 (hereinafter called the "Project"), through the date of June 1, 2019.

Contractor acknowledges that receipt of this payment will constitute full and final payment through the date set forth above, except for retainage in the amount of One Hundred Thirty Five Thousand Nine Hundred Eighty Six and 98/100 Dollars (\$135,986.98)

Contractor further covenants and represents that all of the subcontractors, suppliers, mechanics, materialmen and laborers engaged by him have been paid in full (less proper retainages, if any) or shall be immediately paid in full from the proceeds of this current payment for all work done and/or materials furnished to the Project through the date set forth in the first paragraph above. The contractor hereby agrees to indemnify, defend and hold harmless Midcoast Regional Redevelopment Authority, Brunswick Executive Airport, Brunswick, ME from any and all claims by any person or entity based upon work done or materials furnished in connection with the Premises by the Contractor and/or his subcontractors, suppliers, mechanics, materialmen and laborers through the date set forth in the first paragraph above.

The undersigned represents that he is authorized by all corporate or other action necessary to execute and deliver this release.

IN WITNESS WHEREOF, Contractor has executed this instrument this 17<sup>th</sup> day of July 2019.

CONTRACTOR:

By: David F. Nazaroff Title: President  
David F. Nazaroff

Notarized: Nancy McKeon My commission Expires: May 19, 2022

NANCY MCKEON  
NOTARY-PUBLIC  
State of Maine  
My Commission Expires May 19, 2022

**REPORT OF CERTIFIED DBE CONTRACTORS USED ON FAA ASSISTED CONTRACTS**

Name of Airport: Brunswick Executive Airport

Name of Project: Hangar Improvements, Phase III, Improve Hangar 4 & End Area Alterations

Hoyle, Tanner Project #: 391128 AIP Grant #: 3-23-0056-024-2017

Contractor's PCE #: 19X Total Anticipated DBE %: 5%

DBE Firm: Roundy's Paving

Address: 565 Elm Street

City/State/ZIP: Newport, ME 04953

Telephone Number: (207) 368-2050

Type of work Performed and NAICS, if known: Gravel, Ground Work, Concrete Cutting, Backfill - 238910/238950/484220

Dollar Amount of Work to Date: 127,272

Dollar Amount of Work Previously Reported: 127,272

Dollar Amount of Work this PCE: 0

Disadvantaged Group (check one)

Black American		Hispanic American		Native American		Subcontinent Asian American	
	q		q		q		q
Male	q	Male	q	Male	q	Male	q
Female	q	Female	q	Female	q	Female	q
Asian Pacific American		Non-Minority		Other (not of any group listed here)			
	q		q		q		
Male	q	Male	q	Male	q		
Female	q	Female	q	Female	q		

I certify that the above information is correct:

Lisa Roundy  
Signature of DBE Firm

7/3/19  
Date

Nancy McKeon  
Signature of General Contractor or Consultant

7/3/19  
Date



<b>Construction Progress and Inspection Report</b>		Period Ending <b>06/27/19</b>
<b>Airport Grant Program</b>		Project Number <b>AIP 3-23-0056-024-2016</b>
Airport Name <b>Brunswick Executive Airport</b>		
Project Description <b>Rehabilitate Bldg-Hangar 4 ADA Improvements/Code Compliance Renovations</b>		Contractor's Name <b>The Penobscot Company (TPC)</b>
1. Contract Time	No. Days Charged to Date <b>732</b>	Last Working Day Charged (Date) <b>06/27/19</b>
2. Brief Weather Summary this Period, including Approximate Rainfall and Periods of Below Freezing Temperature <i>(On earthwork jobs, include soil conditions.)</i>		
<ul style="list-style-type: none"> <li>• Please see attached NOAA monthly weather summary.</li> </ul>		
3. Rough Estimate of Percent Completion to Date of Construction Phases <i>(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)</i>		
<b>Bold &amp; Underlined Percentages are Items Charged / Percentage Complete Increased This Period</b>		
<ul style="list-style-type: none"> <li>• <b><u>Change Order No. 9 – Item 3 – Replace float valve at fire pump cistern: 97%</u></b></li> </ul> <p style="margin-left: 40px;">Total Project – 98% (Percentage Based on Costs)</p>		
4. Work Completed or in Progress this Period		
<ul style="list-style-type: none"> <li>• Additional flow tests to determine issue and develop plan to meet requirements of sprinkler system.</li> <li>• Installation of float valve</li> </ul>		
5a. Summary of Laboratory and Field Testing this Period <i>(Note failing tests and any retests. Summarize out-of-tolerance.)</i>		
N/A		
5b. Material <i>(Identify material subject to pay reduction.)</i>		
N/A		
6. Description of Anticipated Work by Contractor for Next Period		
<ul style="list-style-type: none"> <li>• Punch List Items.</li> <li>• General site clean up.</li> <li>• Replace relief valves (CO)</li> <li>• Fire system completion and test.</li> </ul>		
7. Problem Areas/Other Comments <i>(Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)</i>		
<b>SPONSOR'S INSPECTOR OR REPRESENTATIVE</b>		
Date <b>7/10/2019</b>	Typed or Printed Name and Title <b>Owen Krauss Resident Project Repr.</b>	Signature <b>OWEN KRAUSS</b>

**These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.**

### Climatological Report (Monthly)

864  
CXUS51 KGYX 041950  
CLMPWM

PWMCLMPWM 000  
TTAA00 KGYX 031440

CLIMATE REPORT  
NATIONAL WEATHER SERVICE GRAY ME  
350 PM EDT THU JUL 4 2019

.....

...THE PORTLAND ME CLIMATE SUMMARY FOR THE MONTH OF JUNE 2019...

CLIMATE NORMAL PERIOD 1981 TO 2010  
CLIMATE RECORD PERIOD 1941 TO 2019 /FOR TEMPERATURES/  
CLIMATE RECORD PERIOD 1871 TO 2019 /FOR PRECIPITATION/  
CLIMATE RECORD PERIOD 1882 TO 2019 /FOR SNOWFALL/

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR'S VALUE	DATE(S)
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.....  
TEMPERATURE (F)

RECORD

HIGH	98	06/28/1991				
LOW	33	06/04/1944				
HIGHEST	84	06/29 06/23	89	-5	91	06/18
LOWEST	47	06/09 06/04	43	4	46	06/09 06/05 06/04
AVG. MAXIMUM	71.7		73.2	-1.5	73.7	
AVG. MINIMUM	53.8		53.6	0.2	53.2	
MEAN	62.8		63.4	-0.6	63.5	
DAYS MAX >= 90	0		0.7	-0.7	1	
DAYS MAX <= 32	0		0.0	0.0	0	
DAYS MIN <= 32	0		0.0	0.0	0	
DAYS MIN <= 0	0		0.0	0.0	0	

PRECIPITATION (INCHES)

RECORD

MAXIMUM	10.86	1917				
MINIMUM	0.53	1908				
TOTALS	5.85		3.79	2.06	3.30	
DAILY AVG.	0.19		0.13	0.06	0.11	
DAYS >= .01	15		11.8	3.2	11	
DAYS >= .10	11		6.8	4.2	4	
DAYS >= .50	5		2.3	2.7	2	
DAYS >= 1.00	1		0.9	0.1	2	
GREATEST						
24 HR. TOTAL	1.38	06/20 TO 06/21				

SNOWFALL (INCHES)

RECORDS

TOTAL	0.0			
TOTALS	0.0	0.0	0.0	0.0
SINCE 7/1	66.0	61.9	4.1	91.9
SNOWDEPTH AVG.	0			
DAYS >= TRACE	0	0.0	0.0	
DAYS >= 1.0	0	0.0	0.0	
GREATEST				
SNOW DEPTH	0			
24 HR TOTAL	0.0			

DEGREE\_DAYS

HEATING TOTAL	93	106	-13	95
SINCE 7/1	7071	7107	-36	6693
COOLING TOTAL	33	57	-24	55
SINCE 1/1	36	64	-28	70

WIND (MPH)

AVERAGE WIND SPEED	6.7			
HIGHEST WIND SPEED/DIRECTION	28/320	DATE	06/22	
HIGHEST GUST SPEED/DIRECTION	40/330	DATE	06/22	

SKY COVER

AVERAGE SKY COVER 0.60

AVERAGE RH (PERCENT) 72

- INDICATES NEGATIVE NUMBERS.
- R INDICATES RECORD WAS SET OR TIED.
- MM INDICATES DATA IS MISSING.
- T INDICATES TRACE AMOUNT.

&&

ALTHOUGH JUNE MARKS THE BEGINNING OF METEOROLOGICAL SUMMER, IN THIS PART OF NEW ENGLAND SPRING WEATHER OFTEN LASTS THROUGH MUCH OF JUNE, AND THAT WAS THE CASE AGAIN THIS YEAR. AN ACTIVE JET STREAM PATTERN BROUGHT FREQUENT STORM SYSTEMS INTO THE REGION EACH WITH RENEWED RAINFALL. THE MOST SIGNIFICANT OF THESE MOVED THROUGH ON JUNE 20 AND 21 WHEN MORE THAN AN INCH OF RAIN FELL. SOME WARMER WEATHER MADE AN APPEARANCE LATE IN THE MONTH WITH THE TEMPERATURE TOPPING 80 DEGREES ON 4 DAYS.

THE AVERAGE TEMPERATURE FOR THE MONTH WAS 62.8 DEGREES WHICH WAS 0.6 DEGREES BELOW NORMAL. HIGH TEMPERATURES WERE WELL BELOW NORMAL WHILE LOW TEMPERATURES WERE SLIGHTLY ABOVE NORMAL, INDICATIVE OF A CLOUDY AND WET WEATHER PATTERN. THE COOLEST JUNE ON RECORD WAS IN 1958 WHEN THE AVERAGE TEMPERATURE WAS ONLY 58.1 DEGREES. THE WARMEST WAS IN 2001 WHEN IT WAS 67.1 DEGREES.

A TOTAL OF 5.85 INCHES OF RAIN FELL WHICH WAS 2.06 INCHES ABOVE NORMAL. THE HEAVIEST RAIN CAME ON JUNE 20 AND 21 WHEN A STORM SYSTEM BROUGHT 1.28 INCHES OF RAIN. THE WETTEST JUNE WAS IN 1917 WHEN 10.86 INCHES OF RAIN FELL. THE DRIEST WAS IN 1908 WHEN ONLY 0.53 INCHES WAS RECORDED.

THE FOLLOWING RECORDS WERE SET OR TIED IN JUNE 2019...

DATE	RECORD	PREVIOUS
3	3 - SMALLEST TEMPERATURE RANGE	4 IN 1990, 1944

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

**TO OWNER:**

Midcoast Regional Redevelopment Authority  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

**PROJECT:**  
MRRR Hangar 4 Interior Improvements  
Brunswick Landing, Brunswick, Maine

**APPLICATION NO.** 4  
**PERIOD TO:** September 30, 2016  
**PROJECT NOS:** GCC 60190 / WP 12009  
EDA Project# 01-01-14050

- Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

**FROM CONTRACTOR** Ganneston Construction Corp  
P.O. Box 27  
Augusta, ME 04332

**VIA ENGINEER:** Wright-Pierce  
99 Main Street  
Topsham, ME 04086

**CONTRACT DATE:** June 21, 2016

**CONTRACT FOR:** MRRR Hangar 4 Interior Improvements

## CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$1,493,123.00
2. Net change by Change Orders	\$47,641.20
3. CONTRACT SUM TO DATE	\$1,540,764.20
4. TOTAL COMPLETED AND STORED TO DATE	\$1,540,764.20
5. RETAINAGE:	
0% of Completed Work	\$0.00
2% of Stored Materials	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$1,540,764.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$1,509,948.92
8. CURRENT PAYMENT DUE	\$30,815.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$27,381.40	\$0.00
Total approved this Month	\$20,259.80	\$0.00
<b>TOTALS</b>	<b>\$47,641.20</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$47,641.20</b>	

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ganneston Construction Corp

By: Stacey Morrison, CEO/owner

Date: 12/13/2016

State of: Maine  
County of: Kennebec  
Subscribed and sworn to before me this 13<sup>th</sup> day of December, 2016.

Karen E. Moody  
Notary Public Maine  
My Commission Expires  
October 22, 2018

Notary Public: Karen Moody  
My Commission expires: October 22, 2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \_\_\_\_\_

Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.  
ARCHITECT: Wright-Pierce

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herewith. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Midcoast Regional Redevelopment Authority

By: TBM

JEFFREY -  
ELEVATOR PASSED  
IN SPECTION  
YESTERDAY (1/16)  
OK TO PAY  
TBM

50742  
& capitalize

Code \_\_\_\_\_ Class FY20168 Prior grants  
Amount Approved \$30,815.28  
Date Approved 1/17/2017  
Approved By Jeffrey K. Gerold  
Deputy Director  
Approved By \_\_\_\_\_  
Department Head



**CHANGE ORDER**

**ORDER NO.:** Seven (7)  
**DATE:** October 17, 2018  
**NAME OF PROJECT:** Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
AIP 3-23-0056-031-2018 (increase to scope included in supplemental grant)  
**OWNER:** Midcoast Regional Redevelopment Authority  
Brunswick Executive Airport  
Brunswick, ME 04011  
**CONTRACTOR:** The Penobscot Company, Inc.  
519 West Street  
Rockport, ME 04856

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You are hereby requested to comply with the following changes to the CONTRACT DOCUMENTS:

**DESCRIPTION**

Item No. 1 – Recommission Foam Water System (COP#18R2 and COP#21).

Item No. 1 is the addition of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$244,146.00

This action adds an additional 56 days to the Contract.

**JUSTIFICATION**

Item No. 1 – Recommission Foam Water System (COP#18R2 and #21).

Modifications to the existing foam water fire suppression system in Hangar 4 are required to achieve full compliance with the current edition of NFPA 409. This proposal provides pricing to bring the system into compliance.

The Penobscot Company's cost proposals COP # BEA-018R2 and COP # BEA-021 are attached. COP # BEA-021 is a deduction to COP # BEA-018R2.

The Consultant finds the proposals to be fair and reasonable. A justification memo is attached.

**SUMMARY OF CHANGES**

Modifications to Pay Items:

H-001-9A <u>Addition:</u>	+\$244,146.00
Contract Amount:	\$0.00
New Contract Amount:	\$244,146.00

Contract Modification Summary:

Item No. 1	+\$244,146.00
<b>Total Change Order No. 7</b>	<b>+\$244,146.00</b>
Contract Price (Original plus CO#1-6)	\$2,720,006.84
Total Change Order No. 7	<u>+ \$244,146.00</u>
<b>New Contract Price</b>	<b>\$2,964,152.84</b>

The proposed change is not an alternate bid.

The proposed change does not reduce the size of the eligible project.

The proposed change does not affect other prime contractors.

The proposed change does not require consent of surety and separate payment and performance bonds.

The proposed change will not require new insurance certificates.

This change order will be given a separate Notice To Proceed. The Contractor will agree to commence work on a date to be specified in the CO#7 Notice To Proceed and to fully complete the project within **56 calendar days**. These added days will be considered separately from the calendar days of the original contract and any that were added in Change Orders #1-#6.

This document shall become an amendment to the Contract and all provisions of the Contract will apply thereto.

Approvals Required:

To be effective, this Order must be approved by the Owner if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL PROVISIONS.

Agreed to by:  3/12/2019  
The Penobscot Company, Inc. (Contractor) Date

Recommended by:  3/14/19  
Hoyle, Tanner & Associates, Inc. (Engineer) Date

Approved by:  4/24/19  
Midcoast Regional Redevelopment Authority (Owner) Date

\_\_\_\_\_  
Maine Department of Transportation Date

**FAA email attached**

\_\_\_\_\_  
US DOT - Federal Aviation Administration Date

## Sheppard, Suzanne L.

---

**From:** Luke.Garrison@faa.gov  
**Sent:** Monday, October 22, 2018 8:09 AM  
**To:** Sheppard, Suzanne L.  
**Cc:** martym@mrta.us  
**Subject:** RE: Change Orders #6 and #7 for Hangar 4 AIP 031-2018 and 024-2016

Suzy,

Please accept this email as our approval of the Change Order #7 proposal (*as previously attached*). This work has been included in and shall be funded under AIP Project No. 3-23-0056-031-2018.

As always, the FAA's participation on change orders is subject to the availability of funding and the limitations of the grant.

Regards,

### Luke A. Garrison, PE

FAA New England Region - Airports Division  
1200 District Avenue  
Burlington, MA 01803  
Phone: (781) 238-7622  
[luke.garrison@faa.gov](mailto:luke.garrison@faa.gov)

---

**From:** Sheppard, Suzanne L. <ssheppard@hoyletanner.com>  
**Sent:** Wednesday, October 17, 2018 2:25 PM  
**To:** Garrison, Luke (FAA) <Luke.Garrison@faa.gov>  
**Subject:** Change Orders #6 and #7 for Hangar 4 AIP 031-2018 and 024-2016

Luke,  
Please see the attached change orders for your official review. I have made some changes to each as detailed below.

#### Change Order 6

I added Item #4 and all backup information to go along with it. You might recall when the soil testing occurred the contractor had requested extra mobilization/general conditions. We had deferred that expense until such time as the extension had occurred. I also revised the language of the time extension for Items #1, 2 and 3.

#### Change Order 7

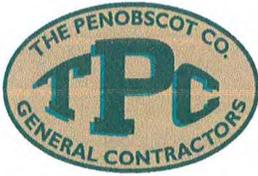
Because of the addition of Item #4 in CO6 I changed the total \$ figures in CO7. That is the only change. The increase to the contract in CO7 remains the same.

Thanks,

Client: Midcoast Regional Redevelopment Authority  
 Airport: Brunswick Executive Airport  
 Project: Hangar Improvements, Phase III - Improve Hangar 4 & 5 End Area Alteration  
 AIP: 3-23-0056-024-2016

Base Bid Item No.	Designation	Quantity		Amount per Contract Award		Adjustments per CO No. 5		New Contract Amount	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
G-001-1	Mobilization (CO #1)	LS	1	\$73,419.00	\$73,419.00	\$0.00	\$0.00	\$73,419.00	\$73,419.00
G-001-2	MMP Compliance (CO #4)	LS	1	\$16,515.25	\$16,515.25	\$0.00	\$0.00	\$16,515.25	\$16,515.25
G-001-3	AsBuilt Survey	LS	1	\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	\$5,200.00
H-001-1	Demolish Building Addition (CO #4)	LS	1	\$277,399.90	\$277,399.90	\$0.00	\$0.00	\$277,399.90	\$277,399.90
H-001-2	Building Installation (CO #6)	LS	1	\$1,832,654.52	\$1,832,654.52	\$0.00	\$0.00	\$1,832,654.52	\$1,832,654.52
H-001-3	Repair Concrete Floor (CO #1)	LS	1	\$6,240.00	\$6,240.00	\$0.00	\$0.00	\$6,240.00	\$6,240.00
H-001-4	Interior Wall and Door Upgrades (CO #6)	LS	1	\$147,991.89	\$147,991.89	\$0.00	\$0.00	\$147,991.89	\$147,991.89
H-001-5	Roof Drain Roof Repairs (CO #1)	LS	1	\$14,071.00	\$14,071.00	\$0.00	\$0.00	\$14,071.00	\$14,071.00
H-001-6	Abandoned Heating Unit Removals (CO #1)	LS	1	\$19,500.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	\$19,500.00
H-001-7	Replace Tunnel Exhaust Fan (CO #1)	LS	1	\$3,526.00	\$3,526.00	\$0.00	\$0.00	\$3,526.00	\$3,526.00
H-001-8	Modify Eyewash/Shower and Condensing Unit (CO #3)	LS	1	\$47,915.00	\$47,915.00	\$0.00	\$0.00	\$47,915.00	\$47,915.00
H-001-9	Recommission Foam Systems	LS	1	\$76,960.00	\$76,960.00	\$0.00	\$0.00	\$76,960.00	\$76,960.00
H-001-9A	Recommission Foam System (Grant 2) (CO#7 Item 1)	LS	1	\$0.00	\$0.00	244,146.00	\$244,146.00	\$244,146.00	\$244,146.00
H-001-10	Allowances Associated with the Foam-Water System	Allow	1	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	\$23,000.00
H-001-11	Paint Exterior Siding (BASE BID) (CO #5)	LS	1	\$17,298.00	\$17,298.00	\$0.00	\$0.00	\$17,298.00	\$17,298.00
H-001-12	Paint Existing Siding (CO #1)	LS	1	\$69,786.00	\$69,786.00	\$0.00	\$0.00	\$69,786.00	\$69,786.00
H-001-13	Exhaust Stack Modifications (CO #5)	LS	1	\$14,824.00	\$14,824.00	\$0.00	\$0.00	\$14,824.00	\$14,824.00
H-001-14	Roof Heating Vents (CO #5)	LS	1	\$37,871.00	\$37,871.00	\$0.00	\$0.00	\$37,871.00	\$37,871.00
P-152-1	Unclassified Excavation	CY	30	\$36.40	\$1,092.00	\$0.00	\$0.00	\$36.40	\$1,092.00
P-152-2	Bituminous Pavement Removal	SY	1,000	\$5.20	\$5,200.00	\$0.00	\$0.00	\$5.20	\$5,200.00
P-152-3	Concrete Pavement Removal	SY	320	\$16.00	\$5,120.00	\$0.00	\$0.00	\$16.00	\$5,120.00
P-156-1	Inlet Protection (CO #1)	EA	2	\$260.00	\$520.00	\$0.00	\$0.00	\$260.00	\$520.00
P-200-1	MaineDOT Base Course, Type A	CY	125	\$36.60	\$4,575.00	\$0.00	\$0.00	\$36.60	\$4,575.00
P-400-1	MaineDOT HMA, Type 19mm	TON	145	\$125.00	\$18,125.00	\$0.00	\$0.00	\$125.00	\$18,125.00
P-603-1	Tack Coat	GAL	100	\$5.20	\$520.00	\$0.00	\$0.00	\$5.20	\$520.00
M-001-1	Pavement Painting	SF	170	\$3.12	\$530.40	\$0.00	\$0.00	\$3.12	\$530.40
M-001-2	Signs	EA	3	\$26.00	\$78.00	\$0.00	\$0.00	\$26.00	\$78.00
M-001-3	Wheel Stops	EA	6	\$12.48	\$74.88	\$0.00	\$0.00	\$12.48	\$74.88
				<b>Total:</b>	<b>\$2,720,006.84</b>		<b>\$244,146.00</b>		<b>\$2,964,152.84</b>

## CONTRACTOR'S COST PROPOSALS



# CHANGE ORDER PROPOSAL

The Penobscot Company 519 West St. Rockport, ME 04856

Office: (207) 236-6390 FAX: (207) 236-6261

---

<b>Project:</b>	Brunswick Airport Phase III, Hangar 4 Improvements	<b>COP #</b>	BEA-018R2
		<b>From:</b>	Mike Cassidy
<b>To:</b>	Suzy Sheppard, Hoyle Tanner	<b>Date:</b>	May 2, 2018
		<b>A/E Project #:</b>	391128
<b>RE:</b>	Recommission Foam / Water Fire System	<b>Contract For:</b>	General Contractor

This Change Order Proposal contains an itemized quotation for changes in the Contract Sum and/or the Contract Time in response to the proposed modifications to the contract documents based on request from Owner.

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Provide all labor, materials, and equipment necessary to complete the recommissioning of the Hangar 4 Foam / Water Fire Suppression System as noted below, and per attached documents.

- Replace remaining Pre-action Sprinkler Heads  
Labor: Add \$5,087.00  
15% OH&P, Labor: Add \$763.00  
  
Materials: Add \$2,286.00  
5% OH&P, Materials: Add \$114.00  
  
Lift: Add \$2,500.00  
  
Subtotal: Add \$10,750.00
- Repair remaining pipe leaks per email dated April 5, 2018  
Labor: Add \$1,604.00  
15% OH&P, Labor: Add \$241.00  
  
Materials: Add \$624.00  
5% OH&P, Materials: Add \$31.00  
  
Subtotal: Add \$2,500.00
- Complete foam remediation for Systems 3, 4, and 5  
Labor: Add \$14,635.00  
15% OH&P, Labor: Add \$2,195.00  
  
Equipment: Add \$2,067.00  
5% OH&P, Equipment: Add \$103.00  
  
Clean Harbor Cost: Add \$18,857.00  
5% OH&P, Clean Harbor Cost: Add \$943.00  
  
Lift: Add \$3,200.00  
  
Subtotal: Add \$42,000.00



# EASTERN FIRE PROTECTION

FIRE PROTECTION CONTRACTORS AND ENGINEERS

P.O. Box 1390 Auburn, Maine 04211-1390

207-784-1507 Fax: 207.782.0566

Mike Cassidy  
The Penobscot Company, INC.  
519 West Street  
Rockport, Maine 04856

March 19, 2018 – R4

RE: BEA Hangar Improvements Phase III  
Improve Hangar 4 and Reconstruct  
Specification Section 211339 – Foam Water Systems  
Fire Suppression System Scope & Pricing to Meet Current Standards

The following scope of work summarizes the major system modifications, procedures, and costs to achieve compliance with the 2011 edition of NFPA 409:

- ✓ • Prepare and submit plans, calculations, and descriptive data in accordance with NFPA standards 11, 13, 15, 16, & 409. (All work to comply with these standards).
- ✓ • Demo all existing monitor supply piping from the foam room out to each monitor in the hangar.
- ✓ • Decommission hose reels and hangar door systems per scope and credits detailed in the 02\21\18, R2 report.
- ~~• Perform NFPA 25 compliant flushing for the 5 roof systems (\$30,000 included in subtotal below).~~
- ✓ • Modify the 14" manifold in the foam room. Cut out the existing 4" welded outlets that feed the 3 monitor systems, and replace them with new 6" welded outlets.
- ✓ • Reconfigure the 5 roof pre-action foam\water systems, to wet water only systems. (Heat must be provided for the entire facility, throughout all seasons).
- ✓ • Install three 6" deluge risers, complete with new proportioners, hydraulic actuator valves, balancing valves and other necessary equipment.
- ~~• Run 3 new 6" supply lines from the foam room out to the existing monitor~~  
~~\* locations. As much as possible, new piping will be routed in locations previously~~  
~~occupied by the existing 3" supply lines.~~
- ✓ • Install new monitors and nozzles sized for the increased flow requirements.
- ~~• Replace recalled sprinklers for the 5 roof systems (\$10,750 included in subtotal below).~~
- ✓ • Prep hangar for foam testing. Protect walls, wiring, equipment, etc.
- ✓ • Commissioning - including a full discharge test in the hangar.
- ✓ • Contain & dispose AFFF in accordance with applicable regulatory requirements
- ✓ • Provide training, OM manuals, and as-built drawings.
- Warranty all new work and equipment for 1 year

~~Subtotal: \$216,000.00~~

\* This work will be done under a separate  
C.O., so the work can be completed before  
the ACT ceiling needs to be installed.  
(See COP # BEA-018.1)

\$175,250.00  
Deduct ~~(\$6,500.00)~~  

---

\$168,750.00

~~Repair Work Completed Through 01/17/2018; Subtotal: \$7,400.00.~~  
~~The activities and cost details for this item were provided in the first report dated 01/24/18.~~

~~Repair 14" underground flange connections~~  
~~(See previous report for details) Subtotal: \$2,600.00~~

**Potential Risk of Additional Costs**

Any existing equipment that is retained and does not perform properly during the proportioning tests will need to be repaired or replaced. Please note that this line item doesn't include any contingency costs for the foam concentrate pumping system since this equipment performed properly when we ran it recently. Although we have no reason to expect the pumping equipment to fail, we also cannot guarantee it will continue to function properly.

**Recommended Contingency Budget: \$10,000.00**

~~Repair Roof System Leaks~~

- ~~• One of the pre-action systems did not hold air pressure even after the missing heads were installed. The cause(s) will need to be found and corrected.~~

~~Recommended Contingency Budget: \$3,000.00~~

~~Total for all Line Items Above: \$239,000.00~~

~~Treat & Dispose any Waste Flushing Water Containing AFFF Residue~~

~~(See previous report for additional details)~~

~~For the following potential cost ranges, the low number would apply if only one system has foam residue, and the duration of any foaming would be momentary. The high number would apply if every gallon flowed through every system needed to be treated.~~

~~Order of Magnitude Range for Containment and Treatment of Potential Foam Discharges: \$13,500 to \$270,000~~

**Schedule & Duration**

Eight weeks are required to complete the work above - from the date of a notice to proceed.  
Don't hesitate to contact me with any questions or concerns,

Sincerely,

Marc Tardif  
President



CONSULTANT'S REVIEW OF  
CONTRACTOR PROPOSALS



## MEMORANDUM

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**To:** Mike Cassidy, The Penobscot Company, Inc.  
Marty McMahon, Brunswick Executive Airport  
Tim LeSiege, Maine Department of Transportation  
Luke Garrison, Federal Aviation Administration

**From:** Jeff Luy, AIA

**Date:** September 20, 2018

**Re:** Hangar Improvements, Phase III  
Improve Hangar 4 & End Area Alterations  
AIP# 3-23-0056-024-2016

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### **Cost Proposal #18 R2 – Recommission Foam / Water Fire System**

#### Background:

Modifications to the existing foam water fire suppression system in Hangar 4 are required to achieve full compliance with the current edition of NFPA 409. This proposal provides pricing to bring the system into compliance.

#### Discussion:

The Penobscot Company's proposed price of \$244,146 includes labor and materials to bring the system into compliance with NFPA 409. The material and labor charges were broken down by subcontractor. The labor charge is \$97,882.00. Materials charges are \$102,882.00. Lift and equipment rental charges are \$13,700. Contractor and subcontractor mark-ups total \$29,682.

Cost Justification:

Our estimate for the work is as follows:

Labor

Replace sprinkler heads (80 hours @ \$65/hr)	\$ 5,200
Foam remediation (160 hours @ \$65/hr)	\$ 10,400
Repair leaks and foam remediation (90 hours @ \$65/hr)	\$ 5,850
Demo monitor / hose reel piping (80 hours @ \$65/hr)	\$ 5,200
Piping fabrication and installation (420 hours @ \$65/hr)	\$ 27,300
Protect hanger for foam test (40 hours @ \$65/hr)	\$ 2,600
Engineering & Approvals (280 hours @ \$125)	\$ 35,000
General Contractor supervision (120 hours @ \$75/hr)	\$ 9,000

Total Labor:	\$ 100,555
15% Mark-up	\$ 15,083
Subtotal	<b>\$ 115,633</b>

Materials

Sprinkler heads	\$ 2,496
Clean Harbor Disposal	\$ 35,000
Repair pipe leaks	\$ 2,500
Piping and accessories	\$ 22,000
Prep hanger for foam test	\$ 2,800
Foam	\$ 35,000
Lift & Equipment	\$ 13,000

Total Materials	\$ 112,796
5% Mark-Up	\$ 5,640
SubTotal	<b>\$ 118,436</b>

Total Labor and Materials	<b>\$ 234,069</b>
5% GC Mark-up	<u>\$ 11,703</u>
Total	<b>\$ 245,772</b>

The contractor's total price is consistent with our estimate for the value of the work. Therefore we find the proposed price of \$244,146 to be fair and reasonable.

With this memo and approval of an associated change order the Payment Item, as listed below, will be added to the project:

Item #1	Recommission Foam /Water Fire System	Lump Sum	\$244,146
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## CHANGE ORDER PROPOSAL

The Penobscot Company 519 West St. Rockport, ME 04856

Office: (207) 236-6390 FAX: (207) 236-6261

<b>Project:</b>	Brunswick Airport Phase III, Hangar 4 Improvements	<b>COP #</b>	BEA-018R2
		<b>From:</b>	Mike Cassidy
<b>To:</b>	Suzy Sheppard, Hoyle Tanner	<b>Date:</b>	May 2, 2018
		<b>A/E Project #:</b>	391128
<b>RE:</b>	Recommission Foam / Water Fire System	<b>Contract For:</b>	General Contractor

This Change Order Proposal contains an itemized quotation for changes in the Contract Sum and/or the Contract Time in response to the proposed modifications to the contract documents based on request from Owner.

Provide all labor, materials, and equipment necessary to complete the recommissioning of the Hangar 4 Foam / Water Fire Suppression System as noted below, and per attached documents.

- Replace remaining Pre-action Sprinkler Heads
  - Labor: Add \$5,087.00
  - 15% OH&P, Labor: Add \$763.00
  - Materials: Add \$2,286.00
  - 5% OH&P, Materials: Add \$114.00
  - Lift: Add \$2,500.00
  - Subtotal: Add \$10,750.00
- Repair remaining pipe leaks per email dated April 5, 2018
  - Labor: Add \$1,604.00
  - 15% OH&P, Labor: Add \$241.00
  - Materials: Add \$624.00
  - 5% OH&P, Materials: Add \$31.00
  - Subtotal: Add \$2,500.00
- Complete foam remediation for Systems 3, 4, and 5
  - Labor: Add \$14,635.00
  - 15% OH&P, Labor: Add \$2,195.00
  - Equipment: Add \$2,067.00
  - 5% OH&P, Equipment: Add \$103.00
  - Clean Harbor Cost: Add \$18,857.00
  - 5% OH&P, Clean Harbor Cost: Add \$943.00
  - Lift: Add \$3,200.00
  - Subtotal: Add \$42,000.00

*Cost Breakdown, Continued*

• ~~Contingency for potential risk of additional costs (see attached scope) Add \$10,000.00~~

• Bring entire System into compliance with

2011 Edition of NFPA 409 (see attached scope) Design / Engineering Labor: Add \$35,218.00

15% OH&P, Design / Engineering Labor: Add \$5,282.00

Fabrication Labor: Add \$13,044.00

15% OH&P, Fabrication Labor: Add \$1,956.00

Field Labor: Add \$19,348.00

15% OH&P, Field Labor: Add \$2,902.00

Piping Materials: Add \$16,191.00

5% OH&P, Piping Materials: Add \$809.00

Foam Material: Add \$49,524.00

5% OH&P, Foam Material: Add \$2,476.00

Clean Harbor Cost: Add \$13,333.00

5% OH&P, Clean Harbor Cost: Add \$667.00

Rental Equipment: Add \$8,000.00

Subtotal: Add \$168,750.00

Subtotal (includes EFP's OH&P):

*224,000*  
Add \$234,000.00

TPC OH&P @ 5%:

Add \$11,700.00 *11,200*

TPC General Conditions:

*24,351 - 15,405 =*  
*CREDIT*

~~Add \$24,351.00~~ *8,946*

**TOTAL COP: ~~ADD \$270,051.00~~**

Attached supporting information from  Subcontractor  Supplier  \_\_\_\_\_  \_\_\_\_\_

*244,146*

Reason for Change: Owner Requested

Does the proposed change involve a change in contract sum?  Yes  No

Add \$270,051.00

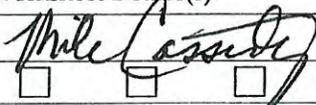
Does the proposed change involve a change in contract time?  Yes  No

Add 8 Weeks

Attached Pages:  Proposal worksheet summary:

Proposal worksheet Details(s):

Signed by: Mike Cassidy



Copies:  Architect       File

**CHANGE ORDER**

**ORDER NO.:** Nine (9)  
**DATE:** April 22, 2019  
**NAME OF PROJECT:** Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
AIP 3-23-0056-031-2018 (increase to scope included in supplemental grant)  
**OWNER:** Midcoast Regional Redevelopment Authority  
Brunswick Executive Airport  
Brunswick, ME 04011  
**CONTRACTOR:** The Penobscot Company, Inc.  
519 West Street  
Rockport, ME 04856

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You are hereby requested to comply with the following changes to the CONTRACT DOCUMENTS:

**DESCRIPTION**

Item No. 1 – Excavate 14-inch Water Valve to determine problem with valve (COP#25).

Item No. 1 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$2,467.50

This action does not add days to the Contract.

Item No. 2 – Continuation of 14-inch Valve Excavation (COP#26).

Item No. 2 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$5,732.31

This action adds an additional 51 days to the Contract.

Item No. 3 – Replace Float Valve at Fire Pump Cistern (COP#27) – 88% ELIGIBLE.

Item No. 3 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$15,246.00

This is the eligible portion of the cost proposal.

This action adds an additional 137 non-consecutive days to the Contract.

Item No. 4 – Replace Float Valve at Fire Pump Cistern (COP#27) – 12% INELIGIBLE.

Item No. 4 is the addition of Item H-001-9B, Recommission Foam System, Ineligible Work  
(Grant 2), for the lump sum amount of: \$2,079.00

This action does not add days to the Contract.

### JUSTIFICATION

#### Item No. 1 – Excavate 14-inch Water Valve to Determine Problem with Valve (COP#25).

Additional work is required to investigate a 14-inch water valve on the east side of 74 Orion Street to see why it is not operating properly. The Contractor is proposing additional costs to obtain a Dig Safe permit and to excavate the existing gate valve.

The Penobscot Company's cost proposal COP # BEA-025 is attached.

The Consultant finds the proposal to be fair and reasonable. A justification memo is attached.

#### Item No. 2 – Continuation of 14-inch Valve Excavation (COP#26).

Additional labor, materials and equipment necessary to continue excavation of the 14-inch water valve and repair it with a new stem and fabricated gate box.

The Penobscot Company's cost proposals COP # BEA-026 is attached.

The Consultant finds the proposal to be fair and reasonable. A justification memo is attached.

#### Item No. 3 – Replace Float Valve at Fire Pump Cistern (COP#27) – 88% ELIGIBLE, and Item No. 4 – Replace Float Valve at Fire Pump Cistern (COP#27) – 12% INELIGIBLE.

While doing a flow test for the Hangar 4 high bay sprinkler system, an issue arose with the auto fill valve and float that controls the level of water in the cistern below Building 295. The float valve will not close so the water supply to the cistern will not shut off. The float valve is very stiff and will not operate when there is water pressure on it. Without this fill valve operating properly the system will not perform as needed to provide fire suppression to Hangar 4 and the other hangars on the system. This was an unknown issue until this flow test was performed. This needs to be fixed as soon as possible to ensure that buildings that use the system are protected.

COP #27 is split into two items for the following reason: Along with Hangars 4, 5 and 6, the Building 295 fire protection system also serves the fire suppression needs for Mölnlycke Manufacturing, a company located on MRRA's property known as Brunswick Landing. The portion of the project serving Mölnlycke is ineligible for AIP funding. The percentage of ineligibility was calculated based on area of the pipe entering the building, which is considered an industry standard for making such determinations. The calculations resulted in 88% eligible/12% ineligible. The calculations are attached to this change order.

The Penobscot Company's cost proposals COP # BEA-027 is attached.

The Consultant finds the proposal to be fair and reasonable. The time extension is due to negotiations and scoping of the work as well as lead time for the materials. A justification memo is attached.

**SUMMARY OF CHANGES**

Modifications to Pay Items:

<u>H-001-9A Modification:</u>	+\$23,445.81
Contract Amount (revised in CO #7):	\$244,146.00
New Contract Amount:	\$267,591.81
<u>H-001-9B Addition:</u>	+\$2,079.00
Contract Amount:	\$0.00
New Contract Amount:	\$2,079.00

Contract Modification Summary:

Item No. 1	+\$2,467.50
Item No. 2	+\$5,732.31
Item No. 3	+\$15,246.00
Item No. 4	+\$2,079.00

**Total Change Order No. 9** **+\$25,524.81**

Contract Price (Original plus CO#1-8)	\$2,964,488.84
Total Change Order No. 9	<u>+ \$25,524.81</u>

**New Contract Price** **\$2,990,013.65**

The proposed change is not an alternate bid.

The proposed change does not reduce the size of the eligible project.

The proposed change does not affect other prime contractors.

The proposed change does not require consent of surety and separate payment and performance bonds.

The proposed change will not require new insurance certificates.

The proposed change affects the contract period. The change order adds a total of 210 days to the contract time associated with the fire suppression work added under Change Order #7. This increases the contract days for the fire suppression work to **244 non-consecutive calendar days**.

Item No. 1 adds 51 calendar days and extends the date of completion to February 6, 2019.

Item No. 2 adds 137 calendar days from a Notice To Proceed date of March 20, 2019 to the new date of completion of **August 3, 2019**.

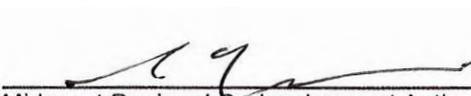
This document shall become an amendment to the Contract and all provisions of the Contract will apply thereto.

Approvals Required:

To be effective, this Order must be approved by the Owner if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL PROVISIONS.

Agreed to by:  4/24/2019  
The Penobscot Company, Inc. (Contractor) Date

Recommended by:  4/24/2019  
Hoyle, Tanner & Associates, Inc. (Engineer) Date

Approved by:  8/7/19  
Midcoast Regional Redevelopment Authority (Owner) Date

Approved by: \_\_\_\_\_  
Maine Department of Transportation Date

Approved by: \_\_\_\_\_  
US DOT - Federal Aviation Administration Date

Client: Midcoast Regional Redevelopment Authority  
 Airport: Brunswick Executive Airport  
 Project: Hangar Improvements, Phase III - Improve Hangar 4 & 5 End Area Alteration  
 AIP: 3-23-0056-024-2016

Base Bid Item No.	Designation	Quantity		Amount per Contract Award		Adjustments per CO No. 5		New Contract Amount	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
G-001-1	Mobilization (CO #1)	LS	1	\$73,419.00	\$73,419.00	\$0.00	\$0.00	\$73,419.00	\$73,419.00
G-001-2	MMP Compliance (CO #4)	LS	1	\$16,515.25	\$16,515.25	\$0.00	\$0.00	\$16,515.25	\$16,515.25
G-001-3	AsBuilt Survey	LS	1	\$5,200.00	\$5,200.00	\$0.00	\$0.00	\$5,200.00	\$5,200.00
H-001-1	Demolish Building Addition (CO #4)	LS	1	\$277,399.90	\$277,399.90	\$0.00	\$0.00	\$277,399.90	\$277,399.90
H-001-2	Building Installation (CO #8)	LS	1	\$1,830,824.52	\$1,830,824.52	\$0.00	\$0.00	\$1,830,824.52	\$1,830,824.52
H-001-3	Repair Concrete Floor (CO #1)	LS	1	\$6,240.00	\$6,240.00	\$0.00	\$0.00	\$6,240.00	\$6,240.00
H-001-4	Interior Wall and Door Upgrades (CO #8)	LS	1	\$150,157.89	\$150,157.89	\$0.00	\$0.00	\$150,157.89	\$150,157.89
H-001-5	Roof Drain Roof Repairs (CO #1)	LS	1	\$14,071.00	\$14,071.00	\$0.00	\$0.00	\$14,071.00	\$14,071.00
H-001-6	Abandoned Heating Unit Removals (CO #1)	LS	1	\$19,500.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	\$19,500.00
H-001-7	Replace Tunnel Exhaust Fan (CO #1)	LS	1	\$3,526.00	\$3,526.00	\$0.00	\$0.00	\$3,526.00	\$3,526.00
H-001-8	Modify Eyewash/Shower and Condensing Unit (CO #3)	LS	1	\$47,915.00	\$47,915.00	\$0.00	\$0.00	\$47,915.00	\$47,915.00
H-001-9	Recommission Foam Systems	LS	1	\$76,960.00	\$76,960.00	\$0.00	\$0.00	\$76,960.00	\$76,960.00
H-001-9A	Recommission Foam System (Grant 2) (CO#7)(CO #9)	LS	1	\$244,146.00	\$244,146.00	\$23,445.81	\$23,445.81	\$267,591.81	\$267,591.81
H-001-9A	Recommission Foam System, Ineligible Work (Grant 2) (CO #9)	LS	1	\$0.00	\$0.00	\$2,079.00	\$2,079.00	\$2,079.00	\$2,079.00
H-001-10	Allowances Associated with the Foam-Water System	Allow	1	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	\$23,000.00
H-001-11	Paint Exterior Siding (BASE BID) (CO #5)	LS	1	\$17,298.00	\$17,298.00	\$0.00	\$0.00	\$17,298.00	\$17,298.00
H-001-12	Paint Existing Siding (CO #1)	LS	1	\$69,786.00	\$69,786.00	\$0.00	\$0.00	\$69,786.00	\$69,786.00
H-001-13	Exhaust Stack Modifications (CO #5)	LS	1	\$14,824.00	\$14,824.00	\$0.00	\$0.00	\$14,824.00	\$14,824.00
H-001-14	Roof Heating Vents (CO #5)	LS	1	\$37,871.00	\$37,871.00	\$0.00	\$0.00	\$37,871.00	\$37,871.00
P-152-1	Unclassified Excavation	CY	30	\$36.40	\$1,092.00	\$0.00	\$0.00	\$36.40	\$1,092.00
P-152-2	Bituminous Pavement Removal	SY	1,000	\$5.20	\$5,200.00	\$0.00	\$0.00	\$5.20	\$5,200.00
P-152-3	Concrete Pavement Removal	SY	320	\$16.00	\$5,120.00	\$0.00	\$0.00	\$16.00	\$5,120.00
P-156-1	Inlet Protection (CO #1)	EA	2	\$260.00	\$520.00	\$0.00	\$0.00	\$260.00	\$520.00
P-200-1	MaineDOT Base Course, Type A	CY	125	\$36.60	\$4,575.00	\$0.00	\$0.00	\$36.60	\$4,575.00
P-400-1	MaineDOT HMA, Type 19mm	TON	145	\$125.00	\$18,125.00	\$0.00	\$0.00	\$125.00	\$18,125.00
P-603-1	Tack Coat	GAL	100	\$5.20	\$520.00	\$0.00	\$0.00	\$5.20	\$520.00
M-001-1	Pavement Painting	SF	170	\$3.12	\$530.40	\$0.00	\$0.00	\$3.12	\$530.40
M-001-2	Signs	EA	3	\$26.00	\$78.00	\$0.00	\$0.00	\$26.00	\$78.00
M-001-3	Wheel Stops	EA	6	\$12.48	\$74.88	\$0.00	\$0.00	\$12.48	\$74.88
				<b>Total:</b>	<b>\$2,964,488.84</b>		<b>\$25,524.81</b>		<b>\$2,990,013.65</b>

Hangars 4, 5, & 6 Fire Protection Renovations/Improvements - Construction Phase Services

Mölnlycke ineligibility calculations

5/15/2014

	Entrance Size *	Entrance Area	Ratio
Hangar 4	14	153.94	24%
Hangar 5	16	201.06	32%
Hangar 6	16	201.06	32%
Mölnlycke	10	78.54	<b>12%</b>
	<b>56</b>	<b>634.60</b>	100%

Therefore 12% of project is ineligible for FAA funding

\* Industry standards are to use pipe size for billing purposes

## CONTRACTOR'S COST PROPOSALS









CONSULTANT'S REVIEW OF  
CONTRACTOR PROPOSALS



150 Dow Street  
Manchester, New Hampshire 03101  
603-669-5555  
603-669-4168 fax  
www.hoyletanner.com

## MEMORANDUM

To: **Mike Cassidy, The Penobscot Company**  
**Marty McMahon, Brunswick Executive Airport**  
**Tim LeSiege, Maine Department of Transportation**  
**Luke Garrison, Federal Aviation Administration**

From: **Suzy Sheppard, PE**

Date: **4/15/2019**

Re: **Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations.**  
**Brunswick Executive Airport**  
**AIP No. 3-23-0056-024-2016**  
**Hoyle, Tanner Project No. 391128**

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### Change Order Proposal #25 - Cost Justification

#### Background:

Additional work is required to investigate a 14-inch water valve on the east side of 74 Orion Street to see why it is not operating properly. The Contractor is proposing additional costs to obtain a Dig Safe permit and to excavate the existing gate valve.

#### Discussion:

Cost Proposal #25 requests a total of \$2,467.50 for Dig Safe to locate and mark underground utilities and for the subcontractor's crew to excavate the gate valve. An invoice from Dig Safe for \$450.00 is included with this memo. The cost of the excavation is \$1900.00. With a subtotal of \$2,350.00 and a 5% markup, the total is \$2,467.50.

The Penobscot Company's proposed price for the excavation of the gate valve includes the following:

Linkbelt 225 (or similar) with Operator  
Foreman  
Laborer  
6' Aluminum Manhole Trench Box  
Tool Truck

Cost Justification:

Our estimate of the work is as follows:

Labor

1 Foreman (5 hours @ \$64/hr)	\$ 320.00
1 Laborer (5 hours @ \$36/hr)	\$ 180.00
1 Operator (5 hours @ \$45/hr)	\$ <u>225.00</u>
Total Labor:	\$ <u>725.00</u>
15% Mark-up	\$ 108.75

Equipment

6' Aluminum Manhole Trench Box (1 day @ \$70/day)	\$ 70.00
Tool Truck (5 hours @ \$36/hr)	\$ 180.00
Linkbelt 225 (5 hours @ \$127/hr)	\$ <u>635.00</u>
	\$ 885.00

Total Labor and Equipment: \$1,718.75

Dig Safe Invoice: \$ 450.00

Subtotal: \$2,168.75

GC 5% Mark-up: \$ 108.00

Total: **\$ 2,276.75**

The Contractor's proposed price of \$2,467.50 is within approximately 8% of the estimated price of \$2,276.75, therefore the proposal is deemed fair and reasonable.

With this memo and approval of an associated change order, the Payment Item, as listed below, will be included in the project:



150 Dow Street  
 Manchester, New Hampshire 03101  
 603-669-5555  
 603-669-4168 fax  
 www.hoyletanner.com

# MEMORANDUM

To: **Mike Cassidy, The Penobscot Company**  
**Marty McMahon, Brunswick Executive Airport**  
**Tim LeSiege, Maine Department of Transportation**  
**Luke Garrison, Federal Aviation Administration**

From: **Suzy Sheppard, PE**

Date: **4/15/2019**

Re: **Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations.**  
**Brunswick Executive Airport**  
**AIP No. 3-23-0056-024-2016**  
**Hoyle, Tanner Project No. 391128**

## Change Order Proposal #26 - Cost Justification

### Background:

Cost Proposal #25 was for additional work required to investigate a 14-inch water valve on the east side of 74 Orion Street to see why it is not operating properly. Cost Proposal #26 is for labor, materials, and equipment necessary to continue excavation of the 14-inch water valve and repair it with a new stem and fabricated gate box.

### Discussion:

The Penobscot Company's proposed price is \$5,732.31 and includes the following:

#### Work Performed by Ray Labbe & Sons, Inc.

Labor and Equipment	\$ 3,585.50
Materials	\$ 567.81

#### Work Performed by Clean Harbors Environmental Services

Dewatering	\$ 1,306.00
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Subtotal:	\$ 5,459.31
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General Contractor mark-up:	\$ 273.00
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Total:	\$ 5,732.31
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Cost Justification:

Our estimate of the work is as follows:

Labor

1 Foreman – Hazwoper 40 Certified (8 hours @ \$75/hr)	\$ 600.00
1 Laborer (8 hours @ \$36/hr)	\$ 288.00
1 Operator (8 hours @ \$45/hr)	\$ <u>360.00</u>
Total Labor:	\$ 1,248.00
15% Mark-up	\$ 187.00

Equipment

6' Aluminum Manhole Trench Box (1 day @ \$70/day)	\$ 70.00
Tool Truck (8 hours @ \$36/hr)	\$ 288.00
Volvo 140 (8 hours @ \$103/hr)	\$ 824.00
Truck for Crushed Stone Delivery (2 hours @ \$84/hr)	\$ <u>168.00</u>
Total Equipment:	\$ 1,350.00

Materials

3/4" Crushed Stone (3.00 CY @ \$23.50/CY)	\$ 70.50
Gate box bottom	\$ 67.00
Gate box top	\$ 65.00
Gate box cover	\$ 19.00
6" ductile iron	\$ <u>400.00</u>

Total Materials:	\$ 621.50
5% Mark-up	\$ 31.00

Total Labor and Equipment Ray Labbe & Sons: \$ 3,437.50

Clean Harbors Invoice: \$ 1,536.00

Subtotal: \$ 4,973.50

GC 5% Mark-up: \$ 249.00  
Total: \$ **5,222.50**

The Penobscot Company's proposed price of \$5,732.31 is within approximately 9.76% of the estimated price of \$5,222.50, therefore the proposal is deemed fair and reasonable.

With this memo and approval of an associated change order, the Payment Item, as listed below, will be included in the project:



## MEMORANDUM

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**To:** Mike Cassidy, The Penobscot Company, Inc.  
Marty McMahon, Brunswick Executive Airport  
Tim LeSiege, Maine Department of Transportation  
Luke Garrison, Federal Aviation Administration

**From:** Jeff Luy, AIA

**Date:** February 28, 2019

**Re:** Hangar Improvements, Phase III  
Improve Hangar 4 & End Area Alterations  
AIP# 3-23-0056-024-2016

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### Cost Proposal #27 – Replace Cistern Float Valve at Bldg 295

#### Background:

While doing a flow test for the Hangar 4 high bay sprinkler system, an issue arose with the auto fill valve and float that controls the level of water in the cistern below Bldg 295. The float valve will not close so the water supply to the cistern will not shut off. The float valve is very stiff and will not operate when there is water pressure on it. Without this fill valve operating properly the system will not perform as needed to provide fire suppression to Hangar 4 and the other hangars on the system. This was an unknown issue until this flow test was performed. This needs to be fixed as soon as possible to ensure that buildings that use the system are protected.

#### Discussion:

The Penobscot Company's proposed price is \$17,325.00 which includes the following:

Material cost for new float valve and float mechanism:	\$ 14,395.00
Labor cost for removal of old valve and installation of new valve:	\$ 1,760.00
Freight and handling cost:	\$ 345.00
General Contractor mark-up:	\$ <u>825.00</u>
Total:	\$ 17,325.00

Cost Justification:

Our estimate for the work is as follows:

Labor

Water supply shut-off and draining (3 hours @ \$75/hr)	\$ 225.00
Existing valve and float mechanism removal (6 hours @ \$75/hr)	\$ 450.00
New valve and float mechanism installation (8 hours @75/hr)	\$ <u>600.00</u>
Total Labor:	\$ 1,275.00
15% Mark-up	\$ 191.00

Materials

Keckley 8" angled float valve (Manufacturer's list price)	\$ 12,128.00
Float mechanism and linkage parts	\$ <u>2,000.00</u>
Total Materials:	\$ 14,128.00
5% Mark-up	\$ 706.00

Total Labor and materials: **\$ 16,300.00**

GC 5% Mark-up:	\$ 815.00
Shipping and Handling	\$ 350.00

Total: **\$ 17,465.00**

The contractor's total price is consistent with our estimate for the value of the work. Therefore we find the proposed credit price of \$ 17,325.00 to be fair and reasonable.

With this memo and approval of an associated change order the Payment Item, as listed below, will be deducted from the project:

Item #1	Replace Cistern Float Valve at Bldg 295	Lump Sum	\$17,325.00
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**CHANGE ORDER**

**ORDER NO.:** Twelve (12)  
**DATE:** September 9, 2019  
**NAME OF PROJECT:** Hangar Improvements, Phase III - Improve Hangar 4 & End Area Alterations  
AIP 3-23-0056-031-2018 (increase to scope included in supplemental grant)  
**OWNER:** Midcoast Regional Redevelopment Authority  
Brunswick Executive Airport  
Brunswick, ME 04011  
**CONTRACTOR:** The Penobscot Company, Inc.  
519 West Street  
Rockport, ME 04856

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You are hereby requested to comply with the following changes to the CONTRACT DOCUMENTS:

**DESCRIPTION**

**Item No. 1 – Fire Pump Pressure Relief Valve Repairs (COP#30R2) – 88% ELIGIBLE.**

Item No. 1 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$10,375.00

This is the eligible portion of the cost proposal.

This action adds 39 days to the Contract.

**Item No. 2 – Fire Pump Pressure Relief Valve Repairs (COP#30R2) – 12% INELIGIBLE.**

Item No. 2 is an increase of Item H-001-9B, Recommission Foam System Ineligible Work,  
(Grant 2), for the lump sum amount of: \$1,415.00

This action does not add days to the Contract.

**Item No. 3 – Replace Cistern Float at Bldg. 295 (COP#33) – 88% ELIGIBLE.**

Item No. 3 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$3,049.00

This is the eligible portion of the cost proposal.

This action does not add days to the Contract.

**Item No. 4 – Replace Cistern Float at Bldg. 295 (COP#33) – 12% INELIGIBLE.**

Item No. 4 is an increase of Item H-001-9B, Recommission Foam System Ineligible Work,

(Grant 2), for the lump sum amount of: \$416.00

This action does not add days to the Contract.

Item No. 5 – Fire Alarm Pull Stations

Item No. 5 is an increase of Item H-001-9A, Recommission Foam System (Grant 2),  
for the lump sum amount of: \$6,355.00

This action does not add days to the Contract.

**JUSTIFICATION**

Item No. 1 – Fire Pump Pressure Relief Valve Repairs (COP#30R2) – 88% ELIGIBLE, and  
Item No. 2 – Fire Pump Pressure Relief Valve Repairs (COP#30R2) – 12% INELIGIBLE.

Existing pressure relief valves for existing fire pumps are not functioning correctly, resulting in low pressure in the supply main and inadequate water pressure and flow for Hangar 4 foam fire suppression system. Proposed work under Item No. 1 will install new rebuild kits for the four existing relief valves in Bldg. 295 and conduct water flow tests.

COP #30R2 is split between two pay items for the following reason: Along with Hangars 4, 5 and 6, the Building 295 fire protection system also serves the fire suppression needs for Mölnlycke Manufacturing, a company located on MRRA's property known as Brunswick Landing. The portion of the project serving Mölnlycke is ineligible for AIP funding. The percentage of ineligibility was calculated based on area of the pipe entering the building, which is considered an industry standard for making such determinations. The calculations resulted in 88% eligible/12% ineligible. The calculations are attached to this change order.

The Penobscot Company's cost proposal COP # BEA-030R2 for the amount of \$11,790.00 is attached.

The Consultant finds the proposal to be fair and reasonable. A justification memo is attached.

Item No. 3 – Replace Cistern Float at Bldg. 295 (COP#33) – 88% ELIGIBLE, and  
Item No. 4 – Replace Cistern Float at Bldg. 295 (COP#33) – 12% INELIGIBLE.

A new float ball, lever arm, and rod are required to complete the work to replace the auto fill valve that controls the level of water in the cistern below Bldg. 295. Replacement of the auto fill valve was approved under Change Order #9.

COP #33 is split between two pay items for the same reason as stated above in Item Nos. 1 and 2.

The Penobscot Company's cost proposals COP # BEA-033 for the amount of \$3,465.00 is attached.

The Consultant finds the proposal to be fair and reasonable. A justification memo is attached.

Item No. 5 – Fire Alarm Pull Stations (COP#35R2).

The Hangar 4 high-bay space contained an existing foam extinguishing system of which one component was a pipe system at the underside of the roof deck. This piping had open discharge heads which were actuated by heat detectors also located on the underside of the roof deck. This existing piping was

upgraded as work of this project to comply with NFPA codes to be a water system (no foam) actuated by heat detecting sprinkler heads, so the existing heat detectors are no longer needed. The existing foam sprinkler system will continue to discharge foam from existing cannons located at the floor level at the sides of the hangar. The foam cannons are activated by both existing wall mounted infrared heat detectors and ten existing wall mounted pull stations. The existing pull stations were discovered to be wired through the existing roof deck mounted heat detectors, some of which were found to be defective, which would prevent activation of the cannons. This proposal will rewire the pull stations with two control lines to connect directly to the fire alarm panel.

The Penobscot Company's cost proposal COP # BEA-035R2 is attached.

The Consultant finds the proposal to be fair and reasonable. A justification memo is attached.

### SUMMARY OF CHANGES

#### Modifications to Pay Items:

<u>H-001-9A Modification (total eligible):</u>	+ \$19,779.00
Previous Item Amount:	\$267,591.81
New Item Amount:	\$287,370.81
<u>H-001-9B Modification (total ineligible):</u>	+ \$1,831.00
Previous Item Amount:	\$2,079.00
New Item Amount:	\$3,910.00

#### Contract Modification Summary:

Item No. 1	+ \$10,375.00
Item No. 2	+ \$1,415.00
Item No. 3	+ \$3,049.00
Item No. 4	+ \$416.00
Item No. 5	+ \$6,355.00
<b>Total Change Order No. 12</b>	<b>+ \$21,610.00</b>

Contract Price (Original plus CO#1-11)	\$2,989,410.48
Total Change Order No. 12	<u>+ \$21,610.00</u>
<b>New Contract Price</b>	<b>\$3,011,020.48</b>

The proposed change is not an alternate bid.

The proposed change does not reduce the size of the eligible project.

The proposed change does not affect other prime contractors.

The proposed change does not require consent of surety and separate payment and performance bonds.

The proposed change will not require new insurance certificates.

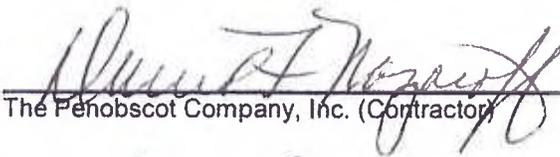
The proposed change affects the contract period. The change order adds a total of **39 days** to the contract time associated with the fire suppression work added under Change Order #7. This increases the contract days for the fire suppression work to **283 non-consecutive calendar days** and extends the contract to the new date of completion of **September 11, 2019**.

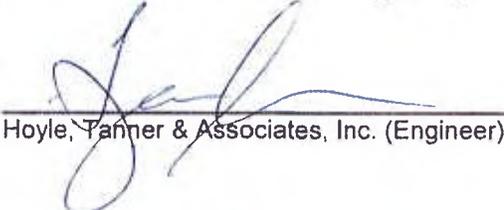
This document shall become an amendment to the Contract and all provisions of the Contract will apply thereto.

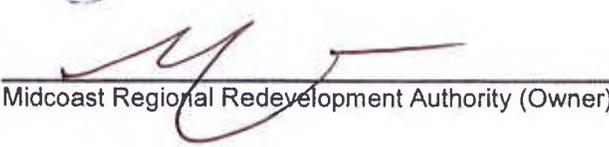
Approvals Required:

To be effective, this Order must be approved by the Owner if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL PROVISIONS.

Signatures required:

Agreed to by:  9/16/2019  
The Penobscot Company, Inc. (Contractor) Date

Recommended by:  9/16/19  
Hoyle, Tanner & Associates, Inc. (Engineer) Date

Approved by:  9/12/19  
Midcoast Regional Redevelopment Authority (Owner) Date

By email only:

Reviewed by: \_\_\_\_\_  
Maine Department of Transportation Date

Reviewed by: \_\_\_\_\_  
US DOT - Federal Aviation Administration Date

REVISED PAY ITEM TABULATION - CO #12

Client: Midcoast Regional Redevelopment Authority  
 Airport: Brunswick Executive Airport  
 Project: Hangar Improvements, Phase III - Fire Suppression System  
 AIP: 3-23-0056-031-2018

Base Bid Item No.	Designation	Quantity		Amount per Contract Award		Adjustments per CO No. 12		New Contract Amount	
		Unit	Amount	Per Unit	Amount	Per Unit	Amount	Per Unit	Amount
G-001-1	Mobilization (CO #1)	LS	1	\$73,419.00	\$73,419.00	\$0.00	\$0.00	\$73,419.00	\$73,419.00
G-001-2	MMP Compliance (CO #4)	LS	1	\$16,515.25	\$16,515.25	\$0.00	\$0.00	\$16,515.25	\$16,515.25
G-001-3	AsBuilt Survey (CO #11)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H-001-1	Demolish Building Addition (CO #4)	LS	1	\$277,399.90	\$277,399.90	\$0.00	\$0.00	\$277,399.90	\$277,399.90
H-001-2	Building Installation (CO #8)	LS	1	\$1,830,824.52	\$1,830,824.52	\$0.00	\$0.00	\$1,830,824.52	\$1,830,824.52
H-001-3	Repair Concrete Floor (CO #1)	LS	1	\$6,240.00	\$6,240.00	\$0.00	\$0.00	\$6,240.00	\$6,240.00
H-001-4	Interior Wall and Door Upgrades (CO #8)	LS	1	\$150,157.89	\$150,157.89	\$0.00	\$0.00	\$150,157.89	\$150,157.89
H-001-5	Roof Drain Roof Repairs (CO #1)	LS	1	\$14,071.00	\$14,071.00	\$0.00	\$0.00	\$14,071.00	\$14,071.00
H-001-6	Abandoned Heating Unit Removals (CO #1)	LS	1	\$19,500.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	\$19,500.00
H-001-7	Replace Tunnel Exhaust Fan (CO #1)	LS	1	\$3,526.00	\$3,526.00	\$0.00	\$0.00	\$3,526.00	\$3,526.00
H-001-8	Modify Eyewash/Shower and Condensing Unit (CO #3)	LS	1	\$47,915.00	\$47,915.00	\$0.00	\$0.00	\$47,915.00	\$47,915.00
H-001-9	Recommission Foam Systems	LS	1	\$76,960.00	\$76,960.00	\$0.00	\$0.00	\$76,960.00	\$76,960.00
H-001-9A	Recommission Foam System (Grant 2) (CO #12 Items 1 and 3)	LS	1	\$267,591.81	\$267,591.81	\$19,779.00	\$19,779.00	\$287,370.81	\$287,370.81
H-001-9B	Recommission Foam System, Ineligible Work (Grant 2) (CO #12 Items 2 and 4)	LS	1	\$2,079.00	\$2,079.00	\$1,831.00	\$1,831.00	\$3,910.00	\$3,910.00
H-001-10	Allowances Associated with the Foam-Water System (CO #11)	Allow	1	\$14,430.00	\$14,430.00	\$0.00	\$0.00	\$14,430.00	\$14,430.00
H-001-11	Paint Exterior Siding (BASE BID) (CO #5)	LS	1	\$17,298.00	\$17,298.00	\$0.00	\$0.00	\$17,298.00	\$17,298.00
H-001-12	Paint Existing Siding (CO #1)	LS	1	\$69,786.00	\$69,786.00	\$0.00	\$0.00	\$69,786.00	\$69,786.00
H-001-13	Exhaust Stack Modifications (CO #5)	LS	1	\$14,824.00	\$14,824.00	\$0.00	\$0.00	\$14,824.00	\$14,824.00
H-001-14	Roof Heating Vents (CO #5)	LS	1	\$37,871.00	\$37,871.00	\$0.00	\$0.00	\$37,871.00	\$37,871.00
H-001-15	Condensate Pump (CO #10)	LS	1	\$2,801.83	\$2,801.83	\$0.00	\$0.00	\$2,801.83	\$2,801.83
H-001-16	Wash Line OS&Y Valve (CO #10)	LS	1	\$10,365.00	\$10,365.00	\$0.00	\$0.00	\$10,365.00	\$10,365.00
P-152-1	Unclassified Excavation	CY	30	\$36.40	\$1,092.00	\$0.00	\$0.00	\$36.40	\$1,092.00
P-152-2	Bituminous Pavement Removal	SY	1,000	\$5.20	\$5,200.00	\$0.00	\$0.00	\$5.20	\$5,200.00
P-152-3	Concrete Pavement Removal	SY	320	\$16.00	\$5,120.00	\$0.00	\$0.00	\$16.00	\$5,120.00
P-156-1	Inlet Protection (CO #1)	EA	2	\$260.00	\$520.00	\$0.00	\$0.00	\$260.00	\$520.00
P-200-1	MaineDOT Base Course, Type A	CY	125	\$36.60	\$4,575.00	\$0.00	\$0.00	\$36.60	\$4,575.00
P-400-1	MaineDOT HMA, Type 19mm	TON	145	\$125.00	\$18,125.00	\$0.00	\$0.00	\$125.00	\$18,125.00
P-603-1	Tack Coat	GAL	100	\$5.20	\$520.00	\$0.00	\$0.00	\$5.20	\$520.00
M-001-1	Pavement Painting	SF	170	\$3.12	\$530.40	\$0.00	\$0.00	\$3.12	\$530.40
M-001-2	Signs	EA	3	\$26.00	\$78.00	\$0.00	\$0.00	\$26.00	\$78.00
M-001-3	Wheel Stops	EA	6	\$12.48	\$74.88	\$0.00	\$0.00	\$12.48	\$74.88
				<b>Total:</b>	<b>\$2,989,410.48</b>		<b>\$21,610.00</b>		<b>\$3,011,020.48</b>

Hangars 4, 5, & 6 Fire Protection Renovations/Improvements - Construction Phase Services

Mölnlycke ineligibility calculations

5/15/2014

	Entrance Size *	Entrance Area	Ratio
Hangar 4	14	153.94	24%
Hangar 5	16	201.06	32%
Hangar 6	16	201.06	32%
Mölnlycke	10	78.54	<b>12%</b>
	<b>56</b>	<b>634.60</b>	100%

Therefore 12% of project is ineligible for FAA funding

\* Industry standards are to use pipe size for billing purposes

## CONTRACTOR'S COST PROPOSALS



# EASTERN FIRE PROTECTION

FIRE PROTECTION CONTRACTORS AND ENGINEERS  
P.O. Box 1390 Auburn, Maine 04211-1390

207-784-1507 Fax: 207.782.0566

May 21, 2019

Mike Cassidy  
The Penobscot Company Inc.

**Subject:** BEA Hangar Improvements Phase III  
Improve hangar 4 and Reconstruct  
Specification Section 211339 – Foam Water Systems  
Change Request to Repair Four Pump Pressure Relief Valves

Mike,

In response to your request, following you'll find pricing and a detailed scope of work associated with this change order request to: Repair the existing fire pump main line relief valves currently servicing Hangar 4.

**Background:**

The base scope of work under our contract includes water supply testing to confirm supplies can meet the new system's flow and pressure requirements. On 11/01/18, Eastern Fire tested the water supply available to the hangar and concluded it wasn't performing to historical data and consequently insufficient to meet the new system demands. Historical data from previous Hangar 4 projects indicated 8700 GPM available at a residual pressure of 155 PSI. The 11/01/18 test resulted with only 4130 GPM @ 115 PSI.

A process of elimination approach was used to identify the cause(s) for the drastic reduction in water supply flow and pressures. Following is the timeline and sequence of events used to determine causes and remedial work necessary to restore the supply to its intended capacity:

1. Owner's personnel checked all pump house and underground supply valves to confirm open position and proper operation. An outside post indicator valve (PIV) servicing Hangar 4 was found to be partially closed and inoperable. The owner moved forward with repairs clearing the way for another test.
2. Eastern Fire conducted a second flow test on 01/18/19 which produced better results, but still fell short of the hangar demands and historical data. (4248 GPM @ 150 PSI).
3. On 02/05/19 Eastern Fire tested all four fire pumps and was able to confirm that each operated within its flow and pressure ratings. This test confirmed the pumps were not the cause for the reduced supply performance and cast the likely cause of the problem onto the pumps' mainline pressure relief valves. The purpose of the relief valves is to prevent development of pressures in excess of piping component ratings. The potential for excess pressure conditions occurs at low

flow ranges, and the valves limit pressure by short cycling (discharging) water back into the cistern. As flow requirements increase, the valves are designed to close proportionately so less water is wasted back to the cistern and directed to the hangar.

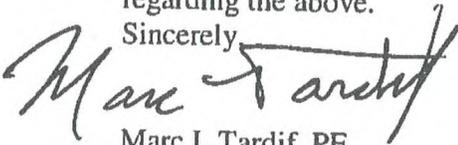
4. On 02/22/19, a third flow test was conducted at Hangar 4 with the relief valves offline. This test produced acceptable results consistent with historical data, and adequate to meet hangar 4 requirements. This test concluded a problem exists with the relief valves.
5. Subsequent to the 02/22/19 test, Eastern Fire performed a visual examination of the relief valves and found the rubber gaskets and seats needing replacement.

**Cost Summary:**

- A. Field Labor - 01/08/19 (Item 2 above) \$1,680
- B. Field Labor - 02/05/19 (Item 3 above) \$1,920
- C. Field Labor - 02/22/19 (Item 4 above) \$720
- D. Engineering Labor - (Data analysis related to A, B, & C) \$1,200
- E. Subcontractor Labor - (Cla-Val Rep onsite service) \$2,200
- F. Material - (Ref attached vendor quote) \$3,509.00
- G. **Total:** \$11,790.00

Please don't hesitate to contact me with any questions or concerns you may have regarding the above.

Sincerely,



Marc L Tardif, PE  
Fire Protection Engineer



# QUOTATION

CUSTOMER
Eastern Fire P.O. Box 1390 Auburn, ME 04211-1390

280 Heritage Ave.  
 Unit F  
 Portsmouth, NH 03801  
 PH: 603-319-4171  
 pete@rtstearns.com

DATE	QUOTE #
3/13/2019	11637
PROJECT	
Rebuild Kit Pricing for 2050B	

DESCRIPTION	QTY	COST	TOTAL:
Rebuild Kit and Parts Pricing for 2050B-5KG1 - EFP BEA Job			
(4) 6" KOL seat and O ring KOL seat SS with Teflon coating - p/n 20862203E <i>NOT REQUIRED</i>			
Seat -ring - p/n 00851G, <i>REQUIRED - 100% AMERICAN MADE</i>	4	3.456	13.82
(4) Replacement rubber diaphragms and discs for the main valves and rubber kit for the inline 81-01 check valves: 6" Main Valve Rubber Repair Kit, p/n 2221717J <i>REQUIRED - 100% AMERICAN MADE</i>	4	278.20	1,112.80
3/8" 81-02 check valve Rubber Repair Kit, p/n 9169801k <i>MADE</i>	4	78.26	313.04
For the 6" 2050B-4KG-1 as shown in the picture by email, repair kits for Fresh Water are as follows: Main Valve: p/n 2221717J CRL Control: p/n 9170033G <i>REQUIRED - 100% AMERICAN MADE</i>	4	334.00	1,336.00
	4	104.00	416.00
Prices do not include freight or tax. Lead-time is approximately 1 to 2 weeks. <i>FREIGHT ESTIMATE</i>			150
<i>SUBTOTAL</i>			\$3,342.00
<i>5% MARKUP</i>			\$167.00
<b>** Quotation is Good for 30 Days **</b>	<b>TOTAL:</b>		<b>\$3,509.00</b>

Signature \_\_\_\_\_





**Mike**

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**Subject:** FW: BEA - Keckley Valve Float Assembly

Good Morning Mike,

I apologize for the delay in getting this to you. Attached is our pricing for the installation of the float valve assembly. The breakout is as follows: \$1,935.00 – Labor and \$1,365.00 – Material for a total of \$3,300.00.

Best Regards,  
Frank

*Frank P. Welch, Jr.*

**Estimating & Design**

**Eastern Fire**

**PO Box 1390**

**170 Kittyhawk Avenue**

**Auburn, Me 04211-1390**

Email: [welchfp@easternfiregroup.com](mailto:welchfp@easternfiregroup.com)

Office: (207)784-1507 x 228

Fax: (207)782-0566



Norris Inc  
 PO Box 2551  
 South Portland, ME 04116  
 800-3703473



<b>Date</b>	<b>Invoice</b>
8/28/2019	11645
<b>Account</b>	
PENCOM	

<b>Bill To</b>
The Penobscot Company, Inc. Attn: Nancy McKeon 519 West St Rockport, ME 04864

<b>Ship To</b>
The Penobscot Company, Inc. Attn: Orion St. Brunswick, ME 04011

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	9/27/2019	signed quote	

<b>Project Name</b>	<b>Brunswick Hangar Heat Detectors</b>
<b>Billing Type</b>	Standard
<b>Billing Method</b>	Fixed Fee
<b>Company Name</b>	The Penobscot Company, Inc.
<b>Contact Name</b>	Nancy McKeon

Products & Other Charges	Quantity
MISC: Lift Rental	1.00
MISC: Misc Materials	1.00
728300: 16-04 UNS SOL FPLR Red Jkt	1000.00
NMM100P: addressable mini module	5.00
NC100R: addressable relay	5.00
MISC: Lift rental credit	1.00
728300: 16-04 UNS SOL FPLR Red Jkt	-1000.00
NC100R: addressable relay	-2.00
Fixed Fee Labor	

*Parts \$2,080.00*  
*Labor \$3,920.00*

Thank you for choosing Norris Inc! Advancing Security, Life Safety, and Communications	Subtotal	\$6,000.00
	Shipping & Handling	\$52.00
	Tax	<del>\$114.40</del> <i>N/A</i>
	Credits/Payments	\$0.00
	<b>Total</b>	<b><del>\$6,166.40</del></b>

*\$6,052.00*

CONSULTANT'S REVIEW OF  
CONTRACTOR PROPOSALS



## MEMORANDUM

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**To:** Mike Cassidy, The Penobscot Company, Inc.  
Marty McMahon, Brunswick Executive Airport  
Tim LeSiege, Maine Department of Transportation  
Luke Garrison, Federal Aviation Administration

**From:** Jeff Luy, AIA

**Date:** Revised 8-2-2019

**Re:** Hangar Improvements, Phase III  
Improve Hangar 4 & End Area Alterations  
AIP# 3-23-0056-031-2018

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### Cost Proposal #30R2 – Fire Pump Pressure Relief Valve Repairs

#### Background:

Each of the four diesel fire pumps located in Building 295 connects to the main water line supplying fire suppression system water to Hangars 4, 5, and 6. At the connection of each of the fire pumps there is an existing 6" pressure relief valve. The existing pressure relief valves are not functioning correctly which results in low pressure in the supply main, and inadequate water pressure and flow for the Hangar 4 foam fire suppression system to function properly. This proposal will provide labor and materials necessary to furnish and install new rebuild kits for the four existing relief valves. The proposal also includes labor for the valve manufacturer's technical representative to be on site to supervise the initial installation and labor to conduct water flow tests.

#### Discussion:

The Penobscot Company's proposed price is \$16,903.00 which includes the following:

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Labor			
Flow Test at Hangar 4 01/08/19	16	\$75	\$1,200
Fire Pump Test at Building 295 02/05/19	16	\$75	\$1,200
Flow Test at Hangar 4 02/22/19	8	\$75	\$ 600
Test Data Engineering Analysis	16	\$75	\$1,200
Dismantle Existing Pressure Relief and Check Valves	8	\$ 75	\$ 600
Install New Pressure Relief Valve Kits and Air Release Valves	8	\$ 75	\$ 600
CLA-VAL Technician	8	\$175	\$1,400
CLA-VAL Travel Time	5	\$175	\$ 875

Total Labor:			\$7,675
15% Mark-up			<u>\$1,151</u>
Subtotal Labor			<b>\$8,826</b>
Materials			
6" CLA-Val Pressure Relief Valve Rebuild Kits	4	\$ 700	\$2,800
Total Materials			\$2,800
5% Mark-Up			<u>\$ 380</u>
Subtotal Materials			<b>\$3,180</b>
Total Labor and Materials			<b>\$12,006</b>
5% GC Mark-up			<u>\$ 840</u>
Total			<b>\$12,847</b>

The contractor's total price is consistent with our estimate for the value of the work. Therefore we find the proposed price of \$11,790.00 to be fair and reasonable.

With this memo and approval of an associated change order the Payment Item, as listed below, will be added to the project:

Item #1	Fire Pump Pressure Relief Valve Repairs	Lump Sum	\$11,790.00
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## MEMORANDUM

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**To:** Mike Cassidy, The Penobscot Company, Inc.  
Marty McMahon, Brunswick Executive Airport  
Tim LeSiege, Maine Department of Transportation  
Luke Garrison, Federal Aviation Administration

**From:** Jeff Luy, AIA

**Date:** July 29, 2019

**Re:** Hangar Improvements, Phase III  
Improve Hangar 4 & End Area Alterations  
AIP# 3-23-0056-031-2018

---

### **Cost Proposal #33 – Replace Cistern Float at Bldg. 295 (Valve Replaced as work of CP #27)**

**Background:**

The auto fill valve that controls the level of water in the cistern below Building 295 was found to be defective and replaced as work of the previous Change Proposal #27. The float ball and arm which operates the valve was removed prior to the valve replacement with the intention of reinstalling it after the valve replacement was completed. The float cannot be located so this proposal is to provide and install a new float ball, lever arm, and rod.

**Discussion:**

The Penobscot Company's proposed price is \$3,465.00 which includes the following:

Material cost for new float and float mechanism:	\$ 1,365.00
Labor cost for installation of new float and linkage adjustment:	\$ 1,935.00
General Contractor mark-up:	\$ <u>165.00</u>
Total:	\$ 4,465.00

Cost Justification:

Our estimate for the work is as follows:

Labor

Installation of float and lever arm (20 hours @ \$75/hr)	\$ 1,500.00
Float mechanism adjustment and testing (4 hours @75/hr)	\$ <u>300.00</u>
Total Labor:	\$ 1,800.00
15% Mark-up	\$ 270.00

Materials

Keckley float ball, lever arm and rod	\$ 1,200.00
5% Mark-up	\$ 60.00
Total Labor and materials:	\$ <b>3,330.00</b>
GC 5% Mark-up:	\$ <u>166.00</u>
Total:	\$ <b>3,496.00</b>

The contractor's total price is consistent with our estimate for the value of the work. Therefore we find the proposed price of \$ 3,465.00 to be fair and reasonable.

With this memo and approval of an associated change order the Payment Item, as listed below, will be added to the project.

Item #1	Replace Cistern Float at Bldg. 295	Lump Sum	\$3,465.00
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## MEMORANDUM

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**To:** Mike Cassidy, The Penobscot Company, Inc.  
Marty McMahon, Brunswick Executive Airport  
Tim LeSiege, Maine Department of Transportation  
Luke Garrison, Federal Aviation Administration

**From:** Jeff Luy, AIA

**Date:** September 4, 2019

**Re:** Hangar Improvements, Phase III  
Improve Hangar 4 & End Area Alterations  
AIP# 3-23-0056-024-2016

---

### Cost Proposal #35 – Fire Alarm Pull Stations

#### Background:

The Hangar 4 high-bay space contained an existing foam extinguishing system of which one component was a pipe system at the underside of the roof deck. This piping had open discharge heads which were actuated by heat detectors also located on the underside of the roof deck. This existing piping was upgraded as work of this project to comply with NFPA codes to be a water system (no foam) actuated by heat detecting sprinkler heads, so the existing heat detectors are no longer needed. The existing foam sprinkler system will continue to discharge foam from existing cannons located at the floor level at the sides of the hangar. The foam cannons are activated by both existing wall mounted infrared heat detectors and ten existing wall mounted pull stations. The existing pull stations were discovered to be wired through the existing roof deck mounted heat detectors, some of which were found to be defective, which would prevent activation of the cannons. This proposal will rewire the pull stations with two control lines to connect directly to the fire alarm panel.

#### Discussion:

The Penobscot Company's proposed price is \$6,355.00 which includes the following:

Materials	\$ 2,080.00
Installation labor	\$ 3,920.00
Shipping	\$ 52.00
General Contractor mark-up:	\$ <u>303.00</u>
Total:	\$ 6,355.00

Cost Justification:

Our estimate for the work is as follows:

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<u>Labor</u>			
Rewire Existing Pull Stations (10) with two control lines	32	75	\$2,400
Fire Alarm Panel Connections/Testing	8	75	\$ 600
15% Subcontractor Mark-up			<u>\$ 450</u>
Subtotal			\$3,450
<u>Materials</u>			
16-4 FA Wiring (2-1000 lf Spools @ \$420 ea)			\$ 840
Notifier NMM-100P Addressable FA Mini-Module (5 @ \$85 ea)			\$ 425
Notifier NC-100R Addressable FA Relays (7 @ \$110 ea)			\$ 770
Conduit, Connectors, Boxes			\$ 750
5% Subcontractor Mark-Up			<u>\$ 140</u>
Subtotal			\$2,925
5% GC Mark-up			<u>\$ 318</u>
Total			<b>\$6,693</b>

The contractor's total price is consistent with our estimate for the value of the work. Therefore we find the proposed price of \$6,355.00 to be fair and reasonable.

With this memo and approval of an associated change order the Payment Item, as listed below, will be added to the project:

Item #1	Fire Alarm Pull Stations	Lump Sum	\$6,355.00
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Figure 1

Midcoast Regional Redevelopment Authority Organizational Chart

2024

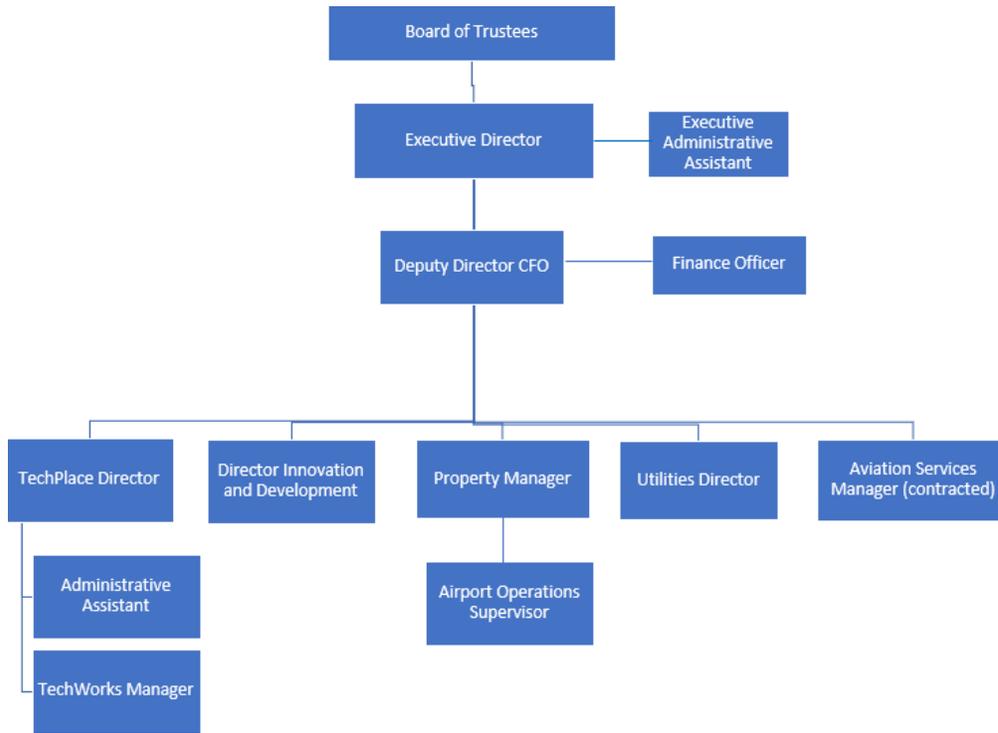
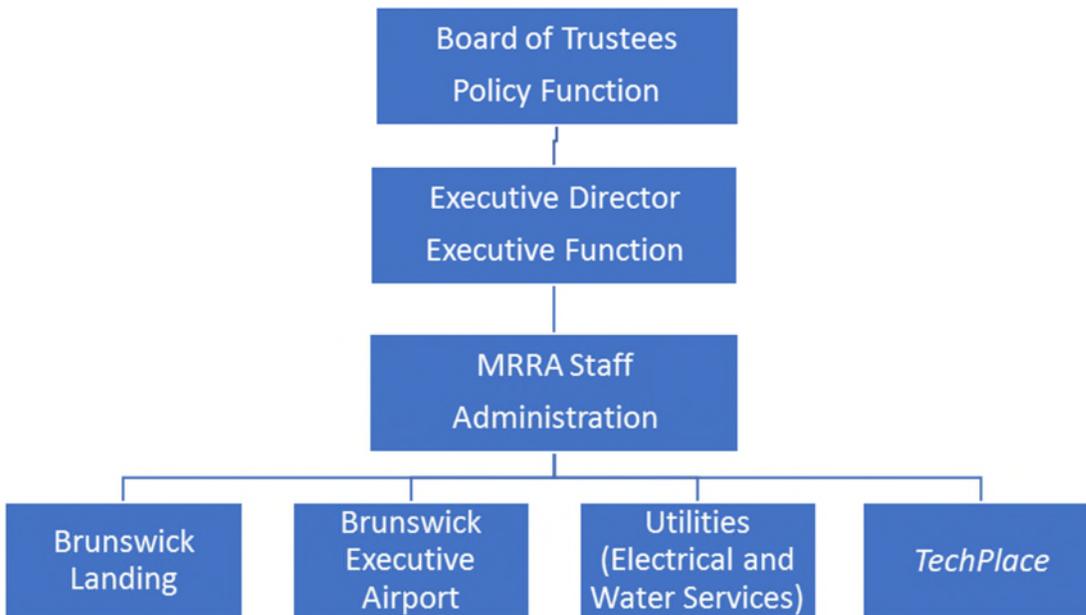


Figure 2

MRRR Organizational Chart with Business Units



**Midcoast Regional Redevelopment Authority Staff**

**Executive Director**

Steven Levesque	January 01, 2008	December 31, 2021
Kristine Logan	January 01, 2022	October 18, 2024
Interim (Steve Leveque)	October 21, 2024	to present time

**Deputy Director**

Jeffrey Jordan	January 01, 2008	to present time
----------------	------------------	-----------------

**Airport Manager**

Marty McMahan	May 17, 2010	June 30, 2018
Brunswick Airport Management	July 01, 2018	October 15, 2019
Marty McMahan	October 16, 2019	January 18, 2020
Flight Level Aviation (Jim Nall)	July 01, 2020	to present time

**Property Manager**

Joshua Beau (Deputy Public Works/Utilities)	March 05, 2012	April 22, 2016
Eric Perkins (Property Manager)	December 24, 2014	to present time

**Utilities Manager**

Thomas Brubaker	January 01, 2010	June 30, 2018
Woodie Bartley	October 14, 2019	to present time

**Facilities Coordinator**

Johanna Sigel	October 13, 2021	March 07, 2023
Position eliminated due to loss of significant J-TIF funds		

## Vanessa Bailey

---

**Subject:** FW: Questions for you

**From:** Jeffrey Jordan <[jeffreyj@mrra.us](mailto:jeffreyj@mrra.us)>  
**Sent:** Wednesday, December 11, 2024 1:39 PM  
**To:** Jonathan Crasnick <[joncrasnick@gmail.com](mailto:joncrasnick@gmail.com)>  
**Subject:** Fw: Questions for you

Here is the response from the District.

Get [Outlook for iOS](#)

---

**From:** Robert A Pontau Jr <[rpontau@brunswicksewer.org](mailto:rpontau@brunswicksewer.org)>  
**Sent:** Wednesday, December 11, 2024 8:10 AM  
**To:** Jeffrey Jordan <[jeffreyj@mrra.us](mailto:jeffreyj@mrra.us)>  
**Subject:** Re: Questions for you

Hi Jeff,

Here you go.

c. Detention time is approximately 240 minutes. It varies depending on flow conditions and when pump stations cycle on and off. We received notification from MRRRA about the spill at about 5:15 a.m. The first alarm for foam at the treatment plant was at 10:15 a.m. That's 300 minutes, from notification to alarm, but foam was probably present before the alarm went off and typically it's 240 minutes.

d. The discharge path is through approximately 694' of MRRRA owned gravity sewer service lines. Then it enters the District's sewer system on Orion Street and travels through 1458 feet gravity sewers to the Theater Pump Station. From there the flow travels 4996 feet through a pressurized forcemain to a manhole at the corner of Admiral Fitch Avenue and Landing Drive, where it once again flows by gravity approximately 10,184 feet to the Cooks Corner pump station which is located at the District's Treatment plant. From the Cook's Corner pump station the discharge travels approximately 321 feet to headworks of the POTW.

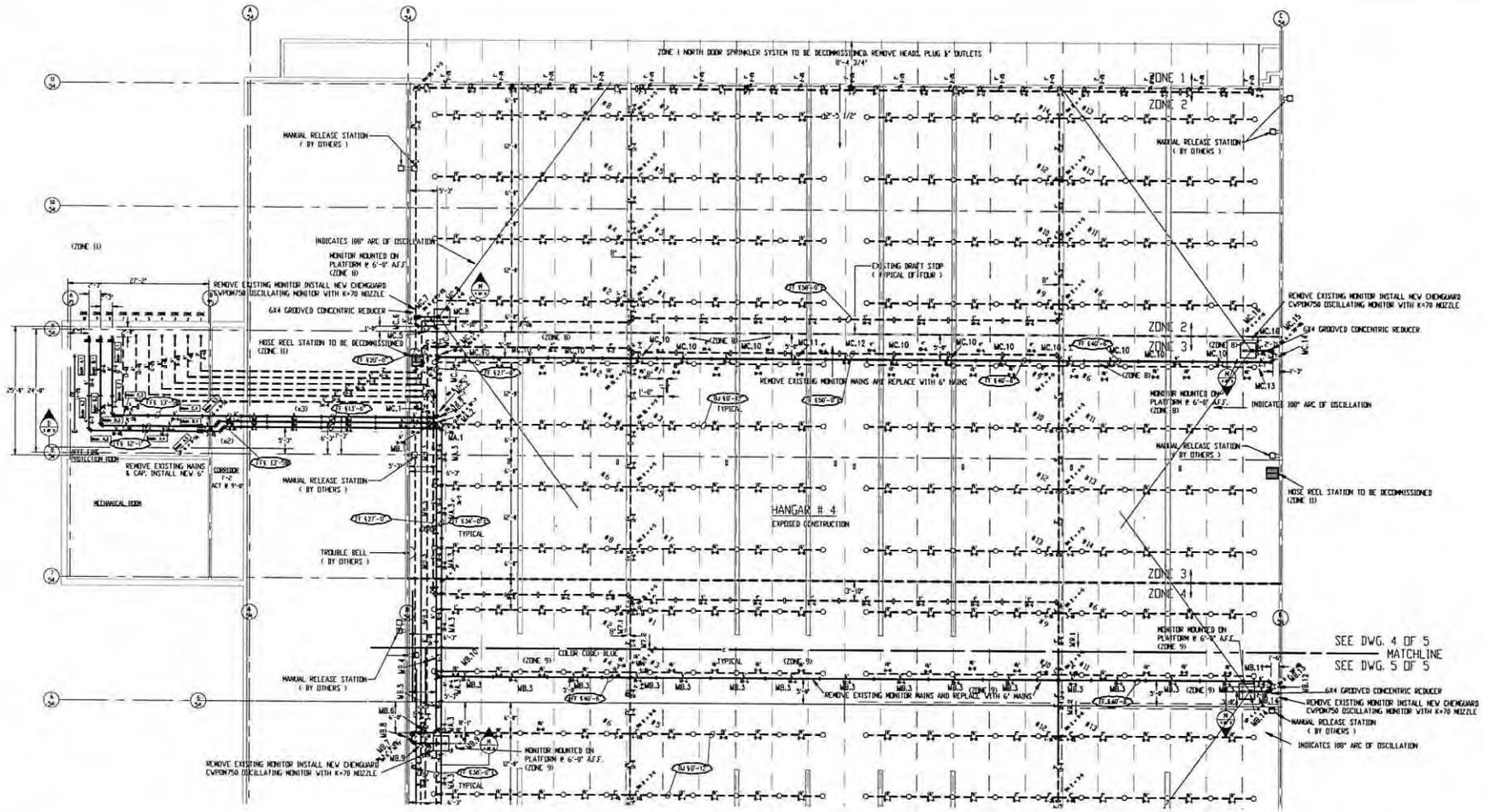
Let me know if you need a map or anything else.

Rob



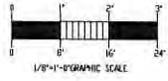




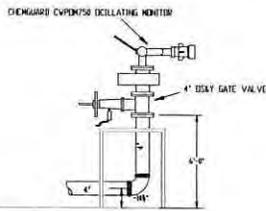


FIRE SPRINKLER PLAN - HANGAR AREA

SCALE: 1/8"=1'  
 AREA PROTECTED: 40,000 SQ.F. ( TOTAL AREA )  
 FINISH FLOOR ELEVATION 100'0"  
 AREA AS SHOWN 19,000 SQ.F.

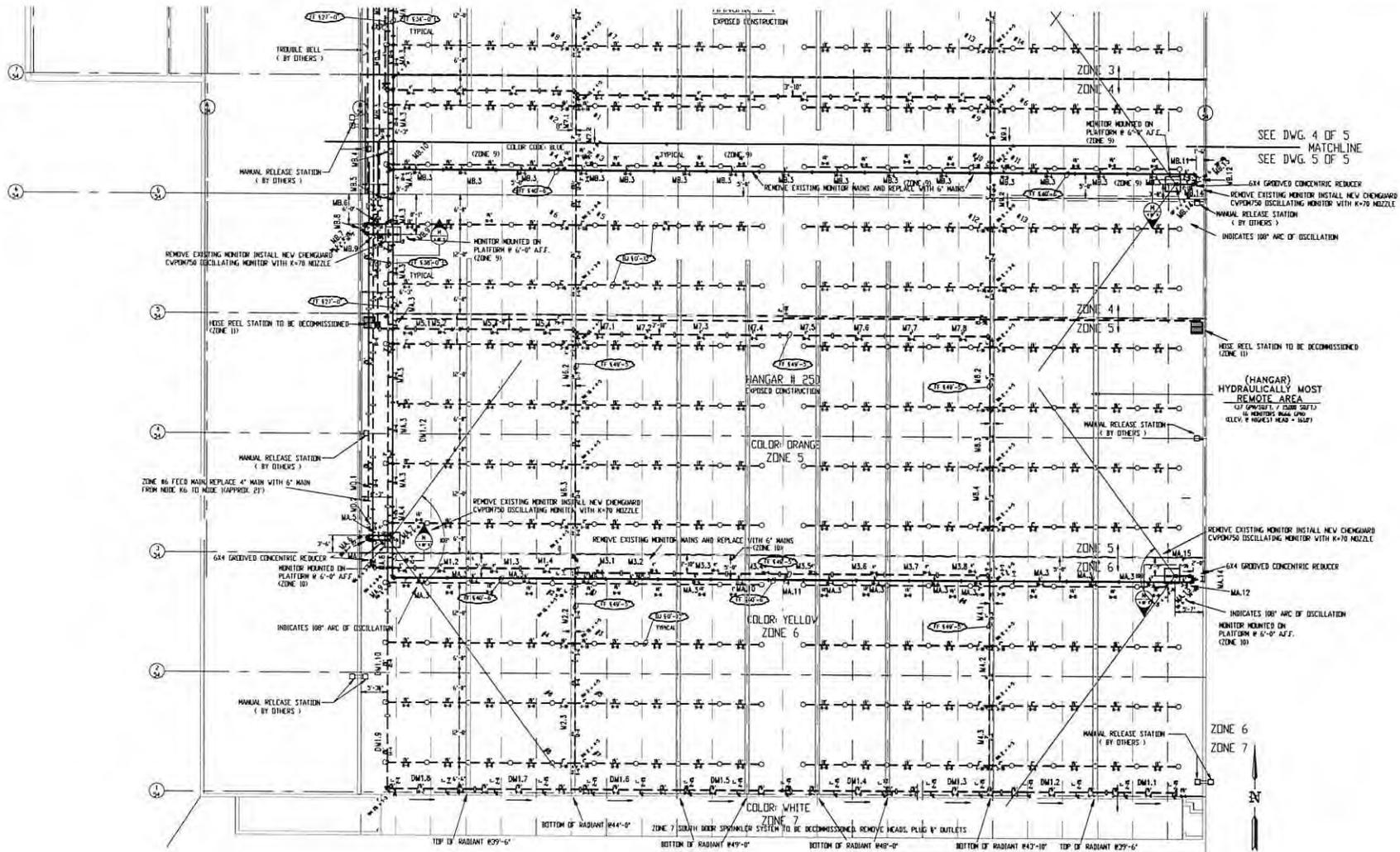


1/2" BRASS UPRIGHT  
 8" x 5/8"  
 SIMN 1425

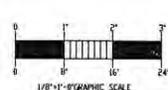


OSCILLATING MONITOR DETAIL "M"  
 SCALE: N.T.S.

GENERAL NOTES	DATE	REVISIONS	REQUIRED APPROVALS	<b>BEA HANGAR 4</b> <b>NFPA 409 UPGRADE</b> BRUNSWICK, MAINE	FIRE PROTECTION PLANS & DETAILS DWG. NO. 4 OF 5
UPGRADE EXISTING FIRE PROTECTION SYSTEMS IN COMPLIANCE WITH NFPA 409 (2010), NFPA 13 (2010), NFPA 1620 (2010), NFPA 1720 (2010) NEW BRANCH LINE PIPING TO BE BLACK SCHEDULE 40 JOINED BY THREADED DUCTILE IRON FITTINGS NEW MAIN PIPING TO BE SCHEDULE 40 BLACK WITH GROOVED ENDS & WELDED OUTLETS JOINED BY MECHANICAL COUPLINGS OWNER TO PROVIDE SUFFICIENT HEAT THROUGHOUT BUILDING TO PREVENT FREEZING OF WATER FILLED SPRINKLER PIPING AND EQUIPMENT. ( 40° F )	11/16/18	PLAN REVISED FOR FIELD INSTALLATION	OWNER / ARCHITECT STATE FIRE MARSHAL BROOKFIELD FIRE DEPARTMENT		
	12/20/18	PLAN REVISED FOR FIELD INSTALLATION	DRAWN BY WAF MCEI LEVEL III CERT# 095574		
		REVISED PLAN TO INDICATE AS-BUILT STATUS	CHECKED BY M.T. MCEI LEVEL III CERT#		
			CONTRACTOR LICENSE # 00 CONTRACTOR REG # 360		



**FIRE SPRINKLER PLAN - HANGAR AREA**



SCALE 1/8" = 1'-0"  
 AREA PROTECTED 40,000 SQFT. ( TOTAL AREA )  
 FINISH FLOOR ELEVATION 040'  
 AREA AS SHOWN 20,000 SQFT.



1 1/2"  
 BRASS UPRIGHT  
 K = 5.6  
 3000 P.S.I.

GENERAL NOTES	DATE	REVISIONS	REQUIRED APPROVALS	<b>BEA HANGAR 4          NFPA 409 UPGRADE</b> BRUNSWICK, MAINE	FIRE PROTECTION PLANS & DETAILS  DWG. NO. 5 OF 5
UPGRADE EXISTING FIRE PROTECTION SYSTEMS IN COMPLIANCE NFPA 409(2015), NFPA 13(2015), NFPA 1620(2015), NFPA 11(2016) NEW BRANCH LINE PIPING TO BE BLACK SCHEDULE 40 JOINED BY THREADED DUCTILE IRON FITTINGS  NEW MAIN PIPING TO BE SCHEDULE 80 BLACK WITH GROUNDED ENDS & WELDED OUTLETS JOINED BY MECHANICAL COUPLINGS  OWNER TO PROVIDE SUFFICIENT HEAT THROUGHOUT BUILDING TO PREVENT FREEZING OF WATER FILLED SPRINKLER PIPING AND EQUIPMENT. ( 40° F )	11/16/19	PLAN REVISED FOR FIELD INSTALLATION	OWNER / ARCHITECT STATE FIRE MARSHAL BRUNSWICK FIRE DEPARTMENT		
	09/27/19	PLAN REVISED TO INDICATE AS-BUILT STATUS	DRAWN BY VAF MEET LEVEL III CERT# 090374 CHECKED BY MLY MEET LEVEL I CERT# CONTRACTOR LICENSE # 001 CONTRACTOR REG # 364		

# Fire Suppression Supplemental Form



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Fire Suppression Supplement (Foam Suppression System)

**Work Order:** SV2202090254/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Roland Gendreau  
not required

**Date of Work:** 2/17/2022

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## Deficiency Summary

There are no reported deficiencies for this submission

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## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

There are no general comments for this submission



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

## Fire Suppression Supplemental Form

The work covered on this form is (select one):

Semi-Annual

Date of Work

2/17/2022

Account Information		
Facility Name: MRRRA - HANGAR 4	Property Type: Assembly	Location Code: DTHVTOT
Service Address: 74 ORION STREET, Brunswick, ME, 04011		
Owner: Owner or Manager		Owner's Phone:
Owner's Address: 74 ORION STREET, Brunswick, ME, 04011		

Legend					
AS - Abort Station	BATT - Batteries	CoD - Carbon Monoxide Detector		CM - Control Module	DA - Damper
DD - Duct Detector	DH - Door Holder	EL - Emergency/Exit Light	HD - Heat Detector	HORN - Horns	H/S - Horn-Strobes
LA - Low Air	MM - Monitor Module (Ansul, temp, CO, etc)		MR - Manual Release	Other	PR - Phase Reversal
PS - Pull Station	PWS - Power Supply	SC - Signal/Sounder Control	SD - Smoke Detector	SD-Ion - Ion Smoke Detector	
SD-Photo - Photo Smoke Detector	SPKR - Speakers	STROBE - Strobes	TS - Tamper Switch	WF - Waterflow	

Type	Total	Tested	Not Tested	Passed	Failed
⊖ MM	9	9	0	9	0
↗ Relay Module	21	21	0	21	0
≡ WF	3	3	0	3	0

Type	Total	Tested	Not Tested	Passed	Failed
■ PS	4	4	0	4	0
⬇ TS	4	4	0	4	0

### Zone: Initiating

Zone: Initiating						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
⊖ MM	M01	Altronix trouble		2/17/2022	Pass	
⊖ MM	M02	Ansul system trouble		2/17/2022	Pass	
↗ Relay Module	M45	Common trouble/facp		2/17/2022	Pass	
↗ Relay Module	M51	Fire pump start		2/17/2022	Pass	



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

Zone: Initiating						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
⊖ MM	M29	Fire pump trouble		2/17/2022	Pass	
⊖ TS	M15	Foam Tank		2/17/2022	Pass	
↗ Relay Module	M54	Follow fire pump		2/17/2022	Pass	
↗ Relay Module	M50	General alarm/ facp		2/17/2022	Pass	
↗ Relay Module	M44	Hose reel / facp		2/17/2022	Pass	
⊖ PS	M26	Hose reel pull		2/17/2022	Pass	
⊖ PS	M11	M hangar		2/17/2022	Pass	
↗ Relay Module	M33	M hangar bay 3/facp		2/17/2022	Pass	
⊖ MM	M18	M hangar uvir 1		2/17/2022	Pass	
⊖ MM	M19	M hangar uvir 2		2/17/2022	Pass	
↗ Relay Module	M42	Middle monitor/ facp		2/17/2022	Pass	
⊖ PS	M10	North hangar		2/17/2022	Pass	
↗ Relay Module	M31	North hangar bay 1/facp		2/17/2022	Pass	
↗ Relay Module	M32	North hangar bay 2/facp		2/17/2022	Pass	
↗ Relay Module	M30	North hangar Dr/facp		2/17/2022	Pass	
⊖ MM	M16	North hangar uvir 1		2/17/2022	Pass	
⊖ MM	M17	North hangar uvir 2		2/17/2022	Pass	
↗ Relay Module	M41	North monitors/ facp		2/17/2022	Pass	
↗ Relay Module	M55	Release form c. Follow fire pump		2/17/2022	Pass	
↗ Relay Module	M52	Release form c to fire pump start		2/17/2022	Pass	
↗ Relay Module	M68	Release m hangar monitor/ sol		2/17/2022	Pass	
↗ Relay Module	M67	Release north hangar monitor/ sol		2/17/2022	Pass	
↗ Relay Module	M69	Release South hangar monitor/ sol		2/17/2022	Pass	
⊖ TS	M14	Riser 1-2-3		2/17/2022	Pass	
≡ WF	M13	Riser 1-2-3		2/17/2022	Pass	
⊖ TS	M23	Riser 4-5-m-n		2/17/2022	Pass	



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

Zone: Initiating						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
WF	M22	Riser 4-5-m-n		2/17/2022	Pass	
PS	M12	South hangar		2/17/2022	Pass	
Relay Module	M34	South hangar bay 4/facp		2/17/2022	Pass	
Relay Module	M35	South hangar bay 5/ facp		2/17/2022	Pass	
MM	M20	South hangar uvir 1		2/17/2022	Pass	
MM	M21	South hangar uvir 2		2/17/2022	Pass	
Relay Module	M40	South hanger Dr/facp		2/17/2022	Pass	
Relay Module	M43	South monitor/ facp		2/17/2022	Pass	
WF	M25	South riser		2/17/2022	Pass	
Relay Module	M53	Supervisory output		2/17/2022	Pass	
TS	M24	Upper north tamper		2/17/2022	Pass	

**Comments**

Any deficiencies or other problems found with the devices must be explained using the comment specific for each device. Additional comments can be added here.

Please see the summary section at the top of the form for the comments.

**Inspector's Information**

Inspected By

Roland Gendreau

Inspector License:

not required

I state that the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operating condition upon completion of this inspection except as noted in the *Comments*.

Signature of Inspector

Date

2/17/2022

# Fire Suppression Inspection and Testing Report



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Fire Suppression (Foam Suppression System)

**Work Order:** SV2202090254/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Roland Gendreau  
not required

**Date of Work:** 2/17/2022

**Frequency:** Semi-Annual

**Tag:** Na

---

## Deficiency Summary

There are no reported deficiencies for this submission

---

## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

There are no general comments for this submission



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

## Fire Suppression Inspection and Testing Report

### 1. Property Information

Tag \_\_\_\_\_ Na \_\_\_\_\_  
 Inspection Frequency: \_\_\_\_\_ Semi-Annual \_\_\_\_\_  
 Property Being Evaluated: \_\_\_\_\_  
 MRRA - HANGAR 4 (Assembly) \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner or Manager \_\_\_\_\_  
 Owner's Phone Number: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 74 ORION STREET, Brunswick, ME, 04011 \_\_\_\_\_  
 Assembly Description: \_\_\_\_\_  
 Fire Suppression (Foam Suppression System) \_\_\_\_\_

### 2. Owner's Section

Has the Owners section been answered on another inspection report that will be submitted with this inspection report?  Yes  No

### 3. Monitoring Information

Is there a monitoring entity?  Yes  No  
 Monitoring organization: \_\_\_\_\_ Centralalarm \_\_\_\_\_  
 Phone: \_\_\_\_\_ 18006392066 \_\_\_\_\_  
 Email: \_\_\_\_\_ Na \_\_\_\_\_  
 Account number: \_\_\_\_\_ 196a5018 \_\_\_\_\_  
 Phone line 1: \_\_\_\_\_ Na \_\_\_\_\_  
 Phone line 2: \_\_\_\_\_ Na \_\_\_\_\_  
 Means of transmission: \_\_\_\_\_ Radio \_\_\_\_\_  
 Entity to which alarms are retransmitted: \_\_\_\_\_ Brunswick fd \_\_\_\_\_  
 Phone: \_\_\_\_\_ Na \_\_\_\_\_

### 4. Notifications Made Prior To Testing

	Contact	Time
Monitoring organization:	Centralalarm	7:30am
Building management:	All	7:30am

### 5. System Information - Panels / Power

5.1 Addressable Panels								
Control Unit	Manufacturer: Ansul		Model Number: IQ301		Location: Hangar 4 Sprinkler Room		Software Revision: NA	
SLC Loops	Max #: 1	# Utilized: 1	Addresses Available: NA		NAC Circuits	Max #: 4	# Utilized: 0	Style/Class: B
Primary Power	Voltage: 120 VAC	Amps: NA	Overcurrent Protection Type: Disconnect		Amps: NA	Disconnecting Means Location: Electrical Room		
Battery 1	Voltage: 12 VDC	Amps: 35 AH	Mfr Year: 2019	Load Test Battery 1	VDC: 12.57 VDC	Ah: 70%	Charger Voltage: 26.11 VDC	Result of Battery 1 & 2
Battery 2	Voltage: 12 VDC	Amps: 35 AH	Mfr Year: 2019	Load Test Battery 2	VDC: 12.59 VDC	Ah: 70%	Charger Voltage: 26.11 VDC	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Replaced
Secondary Power	Other Power Present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description:					

### 5.3 Additional Power Supplies

Are there additional power supplies?  Yes  No



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

Power Supplies									
Control Unit	Manufacturer: Altronix		Model Number: AL1024ULX		Location: Beside Foam Facp			Disconnecting Location: NA	
Battery 1	Voltage: 12 VDC	Amps: 7 AH	Mfr Year: 2018	Load Test Battery 1	VDC: 12.40 VDC	Ah: 60%	Charger Voltage: 26.08 VDC	Result of Battery 1 & 2	
Battery 2	Voltage: 12 VDC	Amps: 7 AH	Mfr Year: 2018	Load Test Battery 2	VDC: 12.40 VDC	Ah: 60%	Charger Voltage: 26.08 VDC	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Replaced	

**5.4 Suppression Cylinder Inspection**  
**5.5 Additional Cylinder Info**

What is the release type?  
 Select the Electric release type.  
 What is the hazard reserve protection?

- Pneumatic  Electric  Other  
 IVO  GCA  Solenoid  SQUIB  
 Wet Sprinkler  Dry Sprinkler  PreAction  
 Clean Agent  Gas  Other  None

**6. Testing Results**

**6.1 Control Unit and Related Equipment**

Description	Visual Inspection	Functional Test	Results
Control unit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Lamps / LEDs / LCDs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Fuses	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Trouble signals	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Disconnect switches	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Ground-fault monitoring	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Supervision	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Annunciators	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Remote power panels	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

**6.2 Secondary Power**

Description	Visual Inspection	Functional Test	Results
Battery condition	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Load voltage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Discharge test	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Charger test	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Remote panel batteries	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

**6.3 Alarm and Supervisory Alarm Initiating Device**

Complete supplementary device test form for all initiating devices.

a. Did all tested initiating devices pass?

- Yes  No  N/A

**6.4 Notification Appliances**

Include Notification Appliances Table on this Report?

- Yes  No

Complete supplementary appliance test form for all notification appliances.

**6.5 Interface Equipment**

Include Interface Equipment on this Report?

- Yes  No



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

**6.6 Supervising Station Monitoring**

Description	Yes/No	Time (sec)	Results
Alarm signal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Alarm restoration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Trouble signal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Trouble restoration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Supervisory signal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Supervisory restoration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

**6.7 Air Sampling Detection**

Is there Air Sampling Detection?  Yes  No

**6.8 Device Information**

Devices				
Pull Station Manufacturer(s) Notifier	Type <input checked="" type="checkbox"/> Keyed <input type="checkbox"/> Hex Key <input type="checkbox"/> Screw	Detector manufacturer(s) Notifier	Notification device manufacturer(s) System sensor	Color <input checked="" type="checkbox"/> Red <input type="checkbox"/> White

**7. Notifications That Testing Is Complete**

	Contact	Time
Monitoring organization:	Centralarm	NA
Building management:	All	NA

**8. System Restored To Normal Operation**

Date: 2/17/2022  
 Time: NA

**9. Observations**

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

Please see the summary section at the top of the form for the comments.

**10. Inspector Information:**

Test Verification:  
 Inspected By: Roland Gendreau  
 Inspector Signature: X  
 Inspector License: not required  
 Date of Work: 2/17/2022

**Inspection Notes**

HOME OFFICE  
Auburn, Maine  
207-784-1507



BRANCH OFFICE  
Bangor, Maine  
207-942-8014

## SYSTEM OWNER RESPONSIBILITIES

### RESPONSIBILITY TO BE INFORMED

1. At the end of this report is an excerpt from NFPA 25 – 2014 which defines the responsibilities of the property/system owner or their designated representative. **PLEASE BE SURE THAT YOU READ THIS MATERIAL.** Eastern Fire is not a designated representative. A designated representative is a party who has full access to, and control over, all aspects of a property including, but not limited to, all locked doors, fire alarm and security panels, fire alarm and security monitoring accounts, etc.
2. The property/system owner or designated representative should purchase a copy of the currently adopted edition of NFPA-25 from the NFPA. As of July 1, 2022 the State of Maine has adopted the 2014 edition of NFPA 25. The currently adopted version can be verified at the State of Maine Fire Marshal's [website](#).

### RESPONSIBILITY FOR MAINTENANCE BEFORE AND DURING COLD WEATHER

1. The property/system owner or designated representative must provide adequate heat in all areas of a building protected by a fire sprinkler system to prevent freezing of the water filled sprinkler pipes. Even dry sprinkler systems may have sections of piping intended to always be in properly heated areas, so those pipes may contain water that cannot be removed and will freeze.
2. The property/system owner or designated representative must maintain dry system low point drains before and during months (October through April) when temperatures are below freezing. Due to ever changing environmental conditions dry system low point drains can collect water at all times of the year and need to be checked frequently in the months prior to and during freezing weather seasons.
3. The property/system owner or designated representative are responsible for identifying to Eastern fire the location of all dry system low point drains. Any dry system low point drains that you have made Eastern Fire aware of will be drained 1 time during the year at the time of the annual trip test, which may take place anytime between April and October. The property/system owner or designated representative must also maintain the dry system low points as outlined in #2 above in order to prevent freezing.

### RESPONSIBILITY FOR IDENTIFYING EQUIPMENT LOCATIONS

1. The property/system owner or designated representative is responsible for identifying to Eastern Fire the location of all sprinkler system components, including but not limited to those in the following list
  - a. Wet, dry, antifreeze, preaction, deluge, etc. system risers
  - b. Compressed air or nitrogen systems
  - c. Sectional control valves
  - d. Wet and dry low point drains

**DRY SYSTEM LOW POINT MAINTENANCE  
SHOULD BE HAPPENING NOW**

# Wet Fire Sprinkler System Inspection Report



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Wet (Valve room )

**Work Order:** SV2303301144/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Scott Davis  
Maine FS Inspector - 270

**Date of Work:** 4/26/2023

**Frequency:** Quarterly

**Tag:** NA

---

## Deficiency Summary

**Status:** Open

a. Appears that the F.D.C. is in satisfactory condition, couplings free, caps or plugs in place and check valves tight?  
5 year test is due

**NFPA 25-2014 13.7.1**

Fire department connections shall be inspected quarterly to verify the following: Couplings or swivels are not damaged and rotate smoothly; Plugs or caps are in place and undamaged; Fire department connections are visible and accessible; Identification signs are in place.

**Status:** Open

d. Has the five years hydrostatic test been performed on piping from the fire department connection to the fire department check valve  
Unknown

---

## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

There are no general comments for this submission



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

# Wet Fire Sprinkler System Inspection Report

Tag NA

Inspection Frequency: Quarterly

Property Being Evaluated: \_\_\_\_\_

MARRA - HANGAR 4 (Assembly)

Owner: \_\_\_\_\_

Owner or Manager: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

74 ORION STREET, Brunswick, ME, 04011

## 1. General

### A. (To be filled out by the Owner or Owner's Representative)

Has the Owners section been answered on another inspection report that will be submitted with this inspection report?  Yes  No

### B. (To be answered by the inspector)

a. Is System in service upon arrival?  Yes  No

b. Was the alarm panel free of alarm and trouble signals upon arrival? (If no, please explain in comments)  Yes  No  N/A

## 2. Control Valves

a. Do Control Valves appear to be free of damage/leaks?  Yes  No

b. Are all control valves sealed, secured, or supervised in the open position?  Yes  No

Control Valves:	No. of Valves:	Type:	Additional Info:	Easily Accessible?	Signs?	Valve in proper position?	Secured?	Supervision Operational?
System	1	PIV		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
System	8	OS&Y		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

## 3. Water Supplies

- a. Water Supply Source  City  Private
- Pressure Fire Pump & Tank  Pressure Fire Pump & City  Pressure Fire Pump & Pond

Main Drain	Main Drain Pipe Size	Static Pressure Before	Flow Pressure	Static Pressure After	Main Drain Valve Location	Time to Restore Pressure	Results
Valve room	2	1990	160	190	Riser	0	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

## 4. Tanks, Pumps, Fire Dept. Connections

a. Appears that the F.D.C. is in satisfactory condition, couplings free, caps or plugs in place and check valves tight?  Yes  No  N/A

b. Are fire department connections visible, accessible, and identification sign(s) in place?  Yes  No  N/A

c. Do fire pumps, gravity, surface and pressure tanks appear to be in good external condition and properly maintained?  Yes  No  N/A

d. Has the five years hydrostatic test been performed on piping from the fire department connection to the fire department check valve?  Yes  No  N/A

e. Date: Unknown



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

**5. Wet Systems**

System #	Make	Model	Size (inches)	Location/Description
Wet 1	Gem	F470	6	Valve room
Wet 2	Gem	F470	6	Valve room
Wet 3	Gem	F470	6	Valve room
Wet 4	Gem	F5201	6	Valve room
W5	Gem	F5201	6	Valve room
Wet 6	Gem	F5201	6	Valve room
Wet 7	Gem	F5201	6	Valve room
Wet 8	Gem	F5201	6	Valve room

- a. Do Valve and Trim appear to be free of damage/leaks and in good condition?  Yes  No  N/A  
 b. Have all control valves been fully operated and returned to their normal position?  Yes  No  N/A  
 c. Is the Hydraulic Name Plate, if required, securely attached and legible?  Yes  No  N/A

**6. Alarms**

- a. Did the water motor gong operate during testing?  Yes  No  N/A  
 b. Did the electric alarms operate during testing?  Yes  No  N/A

System	Time
Wet 1	:30
Wet 2	:30
Wet 3	:30
Wet 4	:30
Wet 5	:30
Wet 6	:30
Wet 7	:30
Wet 8	:30

- d. Did the supervisory alarms operate during testing?  Yes  No  N/A  
 e. Was the alarm panel clear of alarm and trouble signals upon departure? (If no, please explain in comments)  Yes  No  N/A

**7. Systems, Sprinklers, and Piping (Inspected at the ground level)**

- a. Do all gauges appear to be in good condition and read within normal range?  Yes  No  N/A

**8. Observations**

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

Please see the summary section at the top of the form for the comments.

**9. Adjustments or Corrections Made:**

**10. List Changes in the Occupancy Hazard or Fire Protection Equipment, as Advised by the Owner in Section 1A**

**11. Inspector Information:**

Test Verification:  
 Inspected By  
 Inspector Signature

Scott Davis  
  
 \_\_\_\_\_  
 Maine FS Inspector - 270  
 \_\_\_\_\_  
 4/26/2023  
 \_\_\_\_\_

Inspector License:  
 Date of Work  
**Inspection Notes**

**HOME OFFICE**  
Auburn, Maine  
207-784-1507



**BRANCH OFFICE**  
Bangor, Maine  
207-942-8014

Below is an excerpt from NFPA 25 – 2014 which defines the responsibilities of the property owner or their designated representative. Eastern Fire is not a designated representative. A designated representative is a party who has full access to, and control over, all aspects of a property including, but not limited to, all locked doors, fire alarm and security panels, fire alarm and security monitoring accounts, etc.

It is recommended that the property owner or designated representative purchase a copy of the currently adopted edition of NFPA-25 from [The NFPA](#). As of July 1, 2022 the State of Maine has adopted the 2014 edition of NFPA 25. The currently adopted version can be verified at the State of Maine Fire Marshal's [website](#).

#### **4.1 Responsibility of Property Owner or Designated Representative.**

##### **4.1.1 \* Responsibility for Inspection, Testing, Maintenance, and Impairment.**

The property owner or designated representative shall be responsible for properly maintaining a water-based fire protection system.

###### **4.1.1.1 \***

Inspection, testing, maintenance, and impairment procedures shall be implemented in accordance with those established in this document and in accordance with the manufacturer's instructions.

###### **4.1.1.2**

Inspection, testing, and maintenance shall be performed by qualified personnel.

###### **4.1.1.3 \***

Where the property owner or designated representative is not the occupant, the property owner or designated representative shall be permitted to delegate the authority for inspecting, testing, maintenance, and the managing of impairments of the fire protection system to a designated representative.

###### **4.1.1.4**

Where a designated representative has received the authority for inspecting, testing, maintenance, and the managing of impairments, the designated representative shall comply with the requirements identified for the property owner or designated representative throughout this standard.

##### **4.1.2 \* Freeze Protection.**

The property owner or designated representative shall ensure that water-filled piping is maintained at a minimum temperature of 40°F (4°C) unless an approved antifreeze solution is utilized.

###### **4.1.2.1**

All areas of the building containing water-filled piping that does not have another means of freeze protection shall be maintained at a minimum temperature of 40°F (4°C).

###### **4.1.2.2**

Aboveground water-filled pipes that pass through open areas, cold rooms, passageways, or other areas exposed to temperatures below 40°F (4°C), protected against freezing by insulating coverings, frostproof casings, listed heat tracing systems, or other reliable means, shall be maintained at temperatures between 40°F (4°C) and 120°F (48.9°C).

###### **4.1.2.3**

Where other approved means of freeze protection for water-filled piping as described in [4.1.2.2](#) are utilized, they shall be inspected, tested, and maintained in accordance with this standard.

##### **4.1.3 \* Accessibility.**

The property owner or designated representative shall provide ready accessibility to components of water-based fire protection systems that require inspection, testing, and maintenance.

#### **4.1.4 Notification of System Shutdown or Testing.**

The property owner or designated representative shall notify the authority having jurisdiction, the fire department, if required, and the alarm-receiving facility before testing or shutting down a system or its supply.

##### **4.1.4.1**

The notification of system shutdown or test shall include the purpose for the shutdown or test, the system or component involved, the estimated time of shutdown or test, and the expected duration of the shutdown or test.

##### **4.1.4.2**

The authority having jurisdiction, the fire department, and the alarm-receiving facility shall be notified when the system, supply, or component is returned to service or when the test is complete.

#### **4.1.5 \* Corrections and Repairs.**

##### **4.1.5.1 \***

The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

##### **4.1.5.2**

Corrections and repairs shall be performed by qualified maintenance personnel or a qualified contractor.

#### **4.1.6 \* Changes in Occupancy, Use, Process, or Materials.**

The property owner or designated representative shall not make changes in the occupancy, the use or process, or the materials used or stored in the building without evaluation of the fire protection systems for their capability to protect the new occupancy, use, or materials.

##### **4.1.6.1**

The evaluation required by [4.1.6](#) shall not be considered part of the normal inspection, testing, and maintenance required by this standard.

##### **4.1.6.2**

The evaluation shall consider factors that include, but are not limited to, the following:

- (1) Occupancy changes such as converting office or production space into warehousing
- (2) Process or material changes such as metal stamping to molded plastics
- (3) Building revisions such as relocated walls, added mezzanines, and ceilings added below sprinklers
- (4) Removal of heating systems in spaces with piping subject to freezing

#### **4.1.7 \* Addressing Changes in Hazard.**

##### **4.1.7.1**

Where changes in the occupancy, hazard, water supply, storage commodity, storage arrangement, building modification, or other condition that affects the installation criteria of the system are identified, the property owner or designated representative shall promptly take steps to evaluate the adequacy of the installed system in order to protect the building or hazard in question.

##### **4.1.7.2**

Where the evaluation reveals that the installed system is inadequate to protect the building or hazard in question, the property owner or designated representative shall make the required corrections.

##### **4.1.7.3**

Corrections shall be approved.

#### **4.1.8 Valve Location.**

The location of shutoff valves shall be identified at the system riser or other approved locations.

#### **4.1.9 Information Sign.**

##### **4.1.9.1**

A permanently marked metal or rigid plastic information sign shall be placed at the system control riser supplying an antifreeze loop, dry system, preaction system, or auxiliary system control valve.

##### **4.1.9.2**

Each sign shall be secured with a corrosion-resistant wire, chain, or other approved means and shall indicate at least the following information:

- (1) Location of the area served by the system
- (2) Location of auxiliary drains and low-point drains for dry pipe and preaction systems
- (3) The presence and location of antifreeze or other auxiliary systems
- (4) The presence and location(s) of heat tape

#### **4.1.10 Impairments.**

##### **4.1.10.1**

Where an impairment to a water-based fire protection system occurs or is identified during inspection, testing, or maintenance activities, the procedures outlined in Chapter 15 shall be followed, including the attachment of a tag to the impaired system.

##### **4.1.10.2**

Where a water-based fire protection system is returned to service following an impairment, the system shall be verified to be working properly by means of an appropriate inspection or test as described in the table "Summary of Component Replacement [Action] Requirements" in the applicable chapters of this document.

#### **4.2 Manufacturer's Corrective Action.**

Manufacturers shall be permitted to make modifications to their own listed product in the field with listed devices that restore the original performance as intended by the listing, where acceptable to the authority having jurisdiction.

#### **4.3 Records.**

##### **4.3.1 \***

Records shall be made for all inspections, tests, and maintenance of the system and its components and shall be made available to the authority having jurisdiction upon request.

##### **4.3.1.1 \***

Records shall be permitted to be stored and accessed electronically.

##### **4.3.2**

Records shall indicate the following:

- (1) The procedure/activity performed (e.g., inspection, test, or maintenance)
- (2) The organization that performed the activity
- (3) The required frequency of the activity
- (4) The results and date of the activity
- (5) The name and contact information of the qualified contractor or owner, including lead person for activity

##### **4.3.3 \***

Records shall be maintained by the property owner.

##### **4.3.4**

As-built system installation drawings, hydraulic calculations, original acceptance test records, and device manufacturer's data sheets shall be retained for the life of the system.

##### **4.3.5**

Subsequent records shall be retained for a period of 1 year after the next inspection, test, or maintenance of that type required by the standard.

#### **4.4 Water Supply Status.**

During inspection, testing, and maintenance, water supplies, including fire pumps, shall remain in service unless under constant attendance by qualified personnel or unless impairment procedures in Chapter 15 are followed.

#### **4.5 \* Inspection.**

System components shall be inspected at intervals specified in the appropriate chapters.

#### **4.6 Testing.**

##### **4.6.1**

All components and systems shall be tested to verify that they function as intended.

#### **4.6.2**

The frequency of tests shall be in accordance with this standard.

#### **4.6.3**

Fire protection system components shall be restored to full operational condition following testing, including reinstallation of plugs and caps for auxiliary drains and test valves.

#### **4.6.4 \***

Test results shall be compared with those of the original acceptance test (if available) and with the most recent test results.

#### **4.6.5 \***

When a component or subsystem is adjusted, repaired, reconditioned, or replaced, it shall be tested in accordance with the original acceptance test required for that subsystem or the requirements where specified by the standard.

#### **4.6.6 \* Automated Testing.**

**(Reserved)**

#### **4.7 \* Performance-Based Programs.**

As an alternative means of compliance and where approved by the authority having jurisdiction, components and systems shall be permitted to be inspected, tested, and maintained under a performance-based program.

#### **4.8 \* Maintenance.**

Maintenance shall be performed to keep the system equipment operable or to make repairs.

#### **4.9 Safety.**

##### **4.9.1 General.**

Inspection, testing, and maintenance activities shall be conducted in accordance with applicable safety regulations.

##### **4.9.2 Confined Spaces.**

Legally required precautions shall be taken prior to entering confined spaces such as tanks, valve pits, or trenches.

##### **4.9.3 Fall Protection.**

Legally required equipment shall be worn or used to prevent injury from falls to personnel.

##### **4.9.4 Hazards.**

Precautions shall be taken to address any hazards, such as protection against drowning where working on the top of a filled embankment or a supported, rubberized fabric tank, or over open water or other liquids.

##### **4.9.5 \* Hazardous Materials.**

###### **4.9.5.1**

Legally required equipment shall be used where working in an environment with hazardous materials present.

###### **4.9.5.2**

The property owner or designated representative shall advise anyone performing inspection, testing, and maintenance on any system under the scope of this document, with regard to hazardous materials stored on the premises.

##### **4.9.6 \* Electrical Safety.**

Legally required precautions shall be taken when testing or maintaining electric controllers for motor-driven fire pumps.

# Fire Suppression Supplemental Form



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Fire Suppression Supplement (Foam Suppression System)

**Work Order:** SV2307030240/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Alex Haggan  
Not Required

**Date of Work:** 7/5/2023

---

## Deficiency Summary

**Status:** Open

Deficiency for Device Type: FLAME, Address: M16, Location: N HANGER UV/IR 1.  
Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: FLAME, Address: M17, Location: N HANGER UV/IR 2.  
Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: FLAME, Address: M18, Location: M HANGER UV/IR 1.  
Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: FLAME, Address: M19, Location: M HANGER UV/IR 2.  
Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: FLAME, Address: M20, Location: S HANGER UV/IR 1.

Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: FLAME, Address: M21, Location: S HANGER UV/IR 2.

Sensors powered down and not functioning

---

**Status:** Open

Deficiency for Device Type: PS, Address: M26-1, Location: HOSE REEL.

Cannot operate due to cage

Did not trigger foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M26-2, Location: HOSE REEL.

Cannot operate due to cage

Did not trigger foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M26-3, Location: HOSE REEL.

Did not trigger foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M26-4, Location: HOSE REEL.

Did not trigger foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M21-1, Location: NORTH HANGER BAY DOOR.

Did not activate foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M21-2, Location: NORTH HANGER BAY DOOR.

Did not activate foam

---

**Status:** Open

Deficiency for Device Type: PS, Address: M21-3, Location: NORTH HANGER BAY DOOR.

Did not activate foam

---

---

**Status: Open**

Deficiency for Device Type: PS, Address: M22-1, Location: NORTH HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M22-2, Location: NORTH HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M23-1, Location: MIDDLE HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M23-2, Location: MIDDLE HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M24-1, Location: SOUTH HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M24-2, Location: SOUTH HANGER BAY.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M25-1, Location: SOUTH HANGER BAY DOORS.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M25-2, Location: SOUTH HANGER BAY DOORS.

Did not activate foam

---

**Status: Open**

Deficiency for Device Type: PS, Address: M25-3, Location: SOUTH HANGER BAY DOORS.

Did not activate foam

---

## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

There are no general comments for this submission



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

## Fire Suppression Supplemental Form

The work covered on this form is (select one):

Annual

Date of Work

7/5/2023

Account Information		
Facility Name: MRRRA - HANGAR 4	Property Type: Assembly	Location Code: DTHVTOT
Service Address: 74 ORION STREET, Brunswick, ME, 04011		
Owner: Owner or Manager		Owner's Phone:
Owner's Address: 74 ORION STREET, Brunswick, ME, 04011		

Legend					
AS - Abort Station	BATT - Batteries	CoD - Carbon Monoxide Detector		CM - Control Module	DA - Damper
DD - Duct Detector	DH - Door Holder	EL - Emergency/Exit Light	HD - Heat Detector	HORN - Horns	H/S - Horn-Strobes
LA - Low Air	MM - Monitor Module (Ansul, temp, CO, etc)		MR - Manual Release	Other	PR - Phase Reversal
PS - Pull Station	PWS - Power Supply	SC - Signal/Sounder Control	SD - Smoke Detector	SD-Ion - Ion Smoke Detector	
SD-Photo - Photo Smoke Detector	SPKR - Speakers	STROBE - Strobes	TS - Tamper Switch	WF - Waterflow	

Type	Total	Tested	Not Tested	Passed	Failed
■ FIRE PUMP	1	1	0	1	0
■ FLAME	6	6	0	0	6
■ PS	33	33	0	17	16
■ RELAY	19	6	13	6	0
■ SPARE	2	0	2	0	0
☒ WF	4	4	0	4	0

Type	Total	Tested	Not Tested	Passed	Failed
■ FIRE PUMP RUNNING	4	2	2	2	0
☒ MM	3	3	0	3	0
■ PWS	1	1	0	1	0
● SD	1	1	0	1	0
☒ TS	5	5	0	5	0

Zone: ANSUL INITIATING

Zone: ANSUL INITIATING						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
■ PWS	M01	ALTRONIX PWR MONITOR		7/6/2023	Pass	
☒ MM	M02	ANSUL PANEL MONITOR		7/6/2023	Pass	
☒ WF	M13	FLAWS RISER 1/2/3		7/6/2023	Pass	



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

Zone: ANSUL INITIATING						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
WF	M22	FLOWS RISER 4/5/M/N		7/6/2023	Pass	
PS	M26-1	HOSE REEL		7/6/2023	Fail	Cannot operate due to cage Did not trigger foam
PS	M26-2	HOSE REEL		7/6/2023	Fail	Cannot operate due to cage Did not trigger foam
PS	M26-3	HOSE REEL		7/6/2023	Fail	Did not trigger foam
PS	M26-4	HOSE REEL		7/6/2023	Fail	Did not trigger foam
PS	M11	M HANGER PULL		7/6/2023	Pass	
FLAME	M18	M HANGER UV/IR 1		7/6/2023	Fail	Sensors powered down and not functioning
FLAME	M19	M HANGER UV/IR 2		7/6/2023	Fail	Sensors powered down and not functioning
PS	M10	N HANGER PULL		7/6/2023	Pass	
FLAME	M16	N HANGER UV/IR 1		7/6/2023	Fail	Sensors powered down and not functioning
FLAME	M17	N HANGER UV/IR 2		7/6/2023	Fail	Sensors powered down and not functioning
PS	M12	S HANGER PULL		7/6/2023	Pass	
FLAME	M20	S HANGER UV/IR 1		7/6/2023	Fail	Sensors powered down and not functioning
FLAME	M21	S HANGER UV/IR 2		7/6/2023	Fail	Sensors powered down and not functioning
WF	M25	SOUTH RISER		7/6/2023	Pass	
TS	M14	TAMPER RISER 1/2/3		7/6/2023	Pass	
TS	M23	TAMPERS RISER 4/5/M/N		7/6/2023	Pass	
TS	M15	TANK TAMPERS		7/6/2023	Pass	
TS	M24	UPPER NORTH TAMPERS		7/6/2023	Pass	

### Zone: ANSUL RELAYS

Zone: ANSUL RELAYS						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
RELAY	M45	COMMON TROUBLE / FACP	To old King Fisher panel - not in service		N/A	
FIRE PUMP RUNNING	M51	FIRE PUMP 1 START		7/6/2023	Pass	
FIRE PUMP RUNNING	M52	FIRE PUMP 2 START		7/6/2023	Pass	
FIRE PUMP	M29	FIRE PUMP TROUBLE		7/6/2023	Pass	
FIRE PUMP RUNNING	M54	FOLLOW FIRE PUMP	Unknown trigger		N/A	
FIRE PUMP RUNNING	M55	FOLLOW FIRE PUMP	Unknown trigger		N/A	
RELAY	M50	GENERAL ALARM / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M44	HOSE REELS / FACP	To old King Fisher panel - not in service		N/A	



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
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Zone: ANSUL RELAYS						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
RELAY	M33	M HANGER BAY 3 / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M68	M HANGER MONITOR / SOLINOID		7/6/2023	Pass	
RELAY	M42	MIDDLE MONITORS / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M31	N HANGER BAY 1 / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M32	N HANGER BAY 2 / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M30	N HANGER DR / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M67	N HANGER MONITOR / SOLINOID		7/6/2023	Pass	
RELAY	M41	NORTH MONITORS / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M34	S HANGER BAY 4 / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M35	S HANGER BAY 5 / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M40	S HANGER DR / FACP	To old King Fisher panel - not in service		N/A	
RELAY	M69	S HANGER MONITOR / SOLINOID		7/6/2023	Pass	
RELAY	M43	SOUTH MONITORS / FACP	To old King Fisher panel - not in service		N/A	
SPARE	M27	SPARE INPUT			N/A	
SPARE	M28	SPARE INPUT			N/A	
RELAY	M53	SUPERVISORY OUTPUT		7/6/2023	Pass	

**Zone: NOTIFIER INITIATING**

Zone: NOTIFIER INITIATING						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
PS	M05	BOILER ROOM 102		7/6/2023	Pass	
PS	M06	BOILER ROOM 102		7/6/2023	Pass	
PS	M07	CORRIDOR 104		7/6/2023	Pass	
PS	M15	CORRIDOR 104		7/6/2023	Pass	
PS	M18	HANGER DOOR TO 105		7/6/2023	Pass	
PS	M19	HANGER NORTH CORNER EXIT		7/6/2023	Pass	
PS	M17	HANGER SOUTH CORNER EXIT		7/6/2023	Pass	
PS	M16	HANGER SOUTH EXIT		7/6/2023	Pass	
PS	M14	MAINTENANCE ROOM 114 PULL		7/6/2023	Pass	
PS	M92	M HANGER ANSUL PULL ACTIVATE		7/6/2023	Pass	
PS	M23-1	MIDDLE HANGER BAY		7/6/2023	Fail	Did not activate foam



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

Zone: NOTIFIER INITIATING						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
PS	M23-2	MIDDLE HANGER BAY		7/6/2023	Fail	Did not activate foam
PS	M22-1	NORTH HANGER BAY		7/6/2023	Fail	Did not activate foam
PS	M22-2	NORTH HANGER BAY		7/6/2023	Fail	Did not activate foam
PS	M21-1	NORTH HANGER BAY DOOR		7/6/2023	Fail	Did not activate foam
PS	M21-2	NORTH HANGER BAY DOOR		7/6/2023	Fail	Did not activate foam
PS	M21-3	NORTH HANGER BAY DOOR		7/6/2023	Fail	Did not activate foam
PS	M93	S HANGER ANSUL PULL ACTIVATE		7/6/2023	Pass	
SD	D01	SMOKE ABOVE PANEL		7/6/2023	Pass	
PS	M24-1	SOUTH HANGER BAY		7/6/2023	Fail	Did not activate foam
PS	M24-2	SOUTH HANGER BAY		7/6/2023	Fail	Did not activate foam
PS	M25-1	SOUTH HANGER BAY DOORS		7/6/2023	Fail	Did not activate foam
PS	M25-2	SOUTH HANGER BAY DOORS		7/6/2023	Fail	Did not activate foam
PS	M25-3	SOUTH HANGER BAY DOORS		7/6/2023	Fail	Did not activate foam
PS	M04	SPRINKLER ROOM 103		7/6/2023	Pass	
WF	M13	SPRINKLER ROOM FEED		7/6/2023	Pass	
TS	M12	SPRINKLER ROOM TAMPER		7/6/2023	Pass	
PS	M08	VESTIBULE 108		7/6/2023	Pass	
PS	M09	VESTIBULE 109		7/6/2023	Pass	

### Zone: NOTIFIER RELAYS

Zone: NOTIFIER RELAYS						
Type	Address	Location	Notes	Last Tested	Test Results	Comments
MM	M03	FOAM PANEL ALARM		7/6/2023	Pass	
RELAY	M91	N HANGER ANSUL ACTIVATE		7/6/2023	Pass	
RELAY	M01	SILENT KNIGHT ALARM TRIP		7/6/2023	Pass	
MM	M02	TRIP FROM SILENT KNIGHT		7/6/2023	Pass	

#### Comments

Any deficiencies or other problems found with the devices must be explained using the comment specific for each device. Additional comments can be added here.

Please see the summary section at the top of the form for the comments.

#### Inspector's Information

Inspected By

Inspector License:

Alex Haggan

Not Required



**Eastern Fire**

170 Kittyhawk Ave., P.O. Box 1390

Auburn, ME 04210

Phone: 207-784-1507

---

I state that the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operating condition upon completion of this inspection except as noted in the *Comments*.

Signature of Inspector

Date

---

7/6/2023

---

# Fire Suppression Inspection and Testing Report



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Fire Suppression (Foam Suppression System)

**Work Order:** SV2307030240/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Alex Haggan  
Not Required

**Date of Work:** 7/5/2023

**Frequency:** Annual

**Tag:** N/A

---

## Deficiency Summary

**Status:** Open

a. Did all tested initiating devices pass?

All pull stations did not trigger foam release

M22-2 & M22-1 - could not open covers due to cage

---

**Status:** Open

b. Are door sweeps & door frame weather stripping installed?

Some doors have no bottom weather stripping installed

---

**Status:** Open

c. Are door stripping and sweeps free of any light penetrations?

Some doors have no bottom weather stripping installed

---

## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

There are no general comments for this submission



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

## Fire Suppression Inspection and Testing Report

### 1. Property Information

Tag \_\_\_\_\_ N/A  
 Inspection Frequency: \_\_\_\_\_ Annual  
 Property Being Evaluated: \_\_\_\_\_  
 MRRA - HANGAR 4 (Assembly) \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner or Manager \_\_\_\_\_  
 Owner's Phone Number: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 74 ORION STREET, Brunswick, ME, 04011 \_\_\_\_\_  
 Assembly Description: \_\_\_\_\_  
 Fire Suppression (Foam Suppression System) \_\_\_\_\_

### 2. Owner's Section

Has the Owners section been answered on another inspection report that will be submitted with this inspection report?  Yes  No

### 3. Monitoring Information

Is there a monitoring entity?  Yes  No  
 Monitoring organization: \_\_\_\_\_ Centralarm  
 Phone: \_\_\_\_\_ 18006392066  
 Email: \_\_\_\_\_ N/A  
 Account number: \_\_\_\_\_ 196A5018  
 Phone line 1: \_\_\_\_\_ N/A  
 Phone line 2: \_\_\_\_\_ N/A  
 Means of transmission: \_\_\_\_\_ AES Radio VIA FACP  
 Entity to which alarms are retransmitted: \_\_\_\_\_ Brunswick Fire Dispatch  
 Phone: \_\_\_\_\_ (207)721-4301

### 4. Notifications Made Prior To Testing

	Contact	Time
Monitoring organization:	Centralarm	10:00 AM
Building management:	MRRA	10:00 AM

### 5. System Information - Panels / Power



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

**5.1 Addressable Panels**

Control Unit	Manufacturer: Ansul		Model Number: IQ301		Location: Hangar 4 Sprinkler Room		Software Revision: NA	
SLC Loops	Max #: 1	# Utilized: 1	Addresses Available: N/A		NAC Circuits	Max #: 4	# Utilized: 0	Style/Class: B
Primary Power	Voltage: 120 VAC	Amps: N/A	Overcurrent Protection Type: Circuit Breaker		Amps: N/A	Disconnecting Means Location: Electrical Room		
Battery 1	Voltage: 12 VDC	Amps: 35 Ah	Mfr Year: 2018	Load Test Battery 1	VDC: 13.05 VDC	Ah: 90%	Charger Voltage: 26.78 VDC	Result of Battery 1 & 2
Battery 2	Voltage: 12 VDC	Amps: 35 Ah	Mfr Year: 2018	Load Test Battery 2	VDC: 13.08 VDC	Ah: 90%	Charger Voltage: 26.78 VDC	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Replaced
Secondary Power	Other Power Present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description:					

Control Unit	Manufacturer: Notifier		Model Number: NFW2-100		Location: Hangar 4 Sprinkler Room		Software Revision: N/A	
SLC Loops	Max #: 1	# Utilized: 1	Addresses Available: N/A		NAC Circuits	Max #: 4	# Utilized: 4	Style/Class: A
Primary Power	Voltage: 120 VAC	Amps: N/A	Overcurrent Protection Type: Circuit Breaker		Amps: N/A	Disconnecting Means Location: Electrical Room		
Battery 1	Voltage: 12 VDC	Amps: 12 Ah	Mfr Year: 2018	Load Test Battery 1	VDC: 13.12 VDC	Ah: 100%	Charger Voltage: 27.27 VDC	Result of Battery 1 & 2
Battery 2	Voltage: 12 VDC	Amps: 12 Ah	Mfr Year: 2018	Load Test Battery 2	VDC: 13.18 VDC	Ah: 100%	Charger Voltage: 27.27 VDC	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Replaced
Secondary Power	Other Power Present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description:					

**5.3 Additional Power Supplies**

Are there additional power supplies?  Yes  No

**Power Supplies**

Control Unit	Manufacturer: Altronic		Model Number: AL1024ULX		Location: Beside Foam Releasing Panel		Disconnecting Location: N/A	
Battery 1	Voltage: 12 VDC	Amps: 7 AH	Mfr Year: 2018	Load Test Battery 1	VDC: 13.08 VDC	Ah: 100%	Charger Voltage: 27.45 VDC	Result of Battery 1 & 2
Battery 2	Voltage: 12 VDC	Amps: 7 AH	Mfr Year: 2018	Load Test Battery 2	VDC: 13.02 VDC	Ah: 100%	Charger Voltage: 27.45 VDC	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Replaced

**5.4 Suppression Cylinder Inspection**

**5.5 Additional Cylinder Info**

What is the release type?

Select the Electric release type.

What is the hazard reserve protection?

Describe hazard reserve protection.

- Pneumatic  Electric  Other  
 IVO  GCA  Solenoid  SQUIB  
 Wet Sprinkler  Dry Sprinkler  PreAction  
 Clean Agent  Gas  Other  None  
 AFFF Foam



**6. Testing Results**

**6.1 Control Unit and Related Equipment**

Description	Visual Inspection	Functional Test	Results
Control unit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Lamps / LEDs / LCDs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Fuses	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Trouble signals	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Disconnect switches	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Ground-fault monitoring	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Supervision	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Annunciators	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Remote power panels	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

**6.2 Secondary Power**

Description	Visual Inspection	Functional Test	Results
Battery condition	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Load voltage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Discharge test	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Charger test	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Remote panel batteries	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

**6.3 Alarm and Supervisory Alarm Initiating Device**

Complete supplementary device test form for all initiating devices.

a. Did all tested initiating devices pass?

Yes  No  N/A

**6.4 Notification Appliances**

Include Notification Appliances Table on this Report?

Yes  No

**Notification Appliances**

Appliance Type	Notification Function	# Installed	# Tested	Test Results
Bell(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Horn(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Horn/Strobe(s)	Pre Discharge/Discharge	23	23	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Mini Horn(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Speaker(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Speaker/Strobe(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Strobe(s)		0	0	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A

**6.5 Interface Equipment**

Include Interface Equipment on this Report?

Yes  No

**6.6 Supervising Station Monitoring**

Description	Yes/No	Time (sec)	Results
Alarm signal	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Alarm restoration	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Trouble signal	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Trouble restoration	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Supervisory signal	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A
Supervisory restoration	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

**6.7 Air Sampling Detection**

Is there Air Sampling Detection?

Yes  No

**6.8 Device Information**

Devices				
Pull Station Manufacturer(s) Notifier	Type <input type="checkbox"/> Keyed <input type="checkbox"/> Hex Key <input checked="" type="checkbox"/> Screw	Detector manufacturer(s) Notifier	Notification device manufacturer(s) System sensor	Color <input checked="" type="checkbox"/> Red <input type="checkbox"/> White

**7. Notifications That Testing Is Complete**

	Contact	Time
Monitoring organization:	Centralarm	4:00 PM
Building management:	MRRA	4:00 PM

**8. System Restored To Normal Operation**

Date: 7/5/2023  
 Time: 4:00 PM

**9. Observations**

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

Please see the summary section at the top of the form for the comments.

**10. Inspector Information:**

Test Verification:

Inspected By

Inspector Signature

Alex Haggan

Inspector License:

Date of Work

**Inspection Notes**

Not Required

7/5/2023

Recommend combining the 2 releasing panels into 1

**Room Integrity**

- a. Is integrity of the hazard space visually acceptable?  Yes  No  N/A
- b. Are door sweeps & door frame weather stripping installed?  Yes  No  N/A
- c. Are door stripping and sweeps free of any light penetrations?  Yes  No  N/A
- d. Are doors self-closing?  Yes  No  N/A
- e. Did doors closures operate properly?  Yes  No  N/A
- f. Are wall and ceiling penetrations properly sealed?  Yes  No  N/A

**Safety Requirements: CO2 Systems**

- a. Signage: Is proper signage installed?  Yes  No  N/A
- b. Is a Pneumatic Delay Timer & Pneumatic Pre-Discharge Alarm installed?  Yes  No  N/A
- c. Are lock-out valves available?  Yes  No  N/A
- d. Is a Solenoid disconnect switch or releasing circuit disconnect available at the control panel?  Yes  No  N/A
- e. Are visual and audible devices located at the entrance to each occupiable space protected by a CO2 system & at the entrance to each space where CO2 could migrate?  Yes  No  N/A
- f. Are provisions available to prohibit entry of unprotected personnel to the protected spaces. If yes, what type?  Yes  No  N/A

- Distinctive Odorizer
- Automatic alarms activated by CO2 or O2 detectors
- Establishment & enforcement of confined space entry procedures for such areas.

**Safety Requirements: Clean Agent Systems**

- a. Signage: Is proper signage installed?  Yes  No  N/A
- b. Is a Solenoid Disconnect Switch or Releasing Circuit Disconnect available at the control panel?  Yes  No  N/A

**HOME OFFICE**  
Auburn, Maine  
207-784-1507



**BRANCH OFFICE**  
Bangor, Maine  
207-942-8014

## **SYSTEM OWNER RESPONSIBILITIES**

### **RESPONSIBILITY TO BE INFORMED**

1. At the end of this report is an excerpt from NFPA 25 – 2014 which defines the responsibilities of the property/system owner or their designated representative. **PLEASE BE SURE THAT YOU READ THIS MATERIAL.** Eastern Fire is not a designated representative. A designated representative is a party who has full access to, and control over, all aspects of a property including, but not limited to, all locked doors, fire alarm and security panels, fire alarm and security monitoring accounts, etc.
2. The property/system owner or designated representative should purchase a copy of the currently adopted edition of NFPA-25 from the NFPA. As of July 1, 2022 the State of Maine has adopted the 2014 edition of NFPA 25. The currently adopted version can be verified at the State of Maine Fire Marshal's [website](#).

### **RESPONSIBILITY FOR MAINTENANCE BEFORE AND DURING COLD WEATHER**

1. The property/system owner or designated representative must provide adequate heat in all areas of a building protected by a fire sprinkler system to prevent freezing of the water filled sprinkler pipes. Even dry sprinkler systems may have sections of piping intended to always be in properly heated areas, so those pipes may contain water that cannot be removed and will freeze.
2. The property/system owner or designated representative must maintain dry system low point drains before and during months (October through April) when temperatures are below freezing. Due to ever changing environmental conditions dry system low point drains can collect water at all times of the year and need to be checked frequently in the months prior to and during freezing weather seasons.
3. The property/system owner or designated representative are responsible for identifying to Eastern fire the location of all dry system low point drains. Any dry system low point drains that you have made Eastern Fire aware of will be drained 1 time during the year at the time of the annual trip test, which may take place anytime between April and October. The property/system owner or designated representative must also maintain the dry system low points as outlined in #2 above in order to prevent freezing.

### **RESPONSIBILITY FOR IDENTIFYING EQUIPMENT LOCATIONS**

1. The property/system owner or designated representative is responsible for identifying to Eastern Fire the location of all sprinkler system components, including but not limited to those in the following list
  - a. Wet, dry, antifreeze, preaction, deluge, etc. system risers
  - b. Compressed air or nitrogen systems
  - c. Sectional control valves
  - d. Wet and dry low point drains

# Wet Fire Sprinkler System Inspection Report



**Location Code:** DTHVTOT

**Contact:** Owner or Manager

**Contact Address:** 74 ORION STREET  
Brunswick, ME 04011

**Phone:**

**Email:**

**Property Evaluated:** MRRA - HANGAR 4 (Assembly)  
74 ORION STREET  
Brunswick, ME 04011

**Description:** Wet (Valve room )

**Work Order:** SV2409261439/1

**Company:** Eastern Fire

**Address:** 170 Kittyhawk Ave., P.O. Box 1390  
Auburn, ME 04210

**Company Phone:** 207-784-1507

**Company Fax:** 207-782-0566

**Inspector:** Barry Prescott  
ME State Inspector

**Date of Work:** 11/22/2024

**Frequency:** Semi-Annual

**Tag:** NA

---

## Deficiency Summary

**Status:** Open

Control Valves: System, No. of Valves: 5, Type: OS&Y

Additional Info:

Easily Accessible: Yes.

Signs?: Yes.

Valve in proper position?: Yes.

Secured?: Yes.

Supervision Operational?: No. Hangar bay 5 wet system OS&Y control valve tamper switch does not operate and should be replaced.

**NFPA 25-2014** 13.3.2.1.2

Controlvalvesupervisory alarm devices shall be inspected quarterly to verify that they are free of physical damage.

---

**Status:** Open

d. Did the supervisory alarms operate during testing?

The Bay 5 OS&Y tamper switch is not working and should be replaced.

**NFPA 25-2014** 13.3.2.1.2

Controlvalvesupervisory alarm devices shall be inspected quarterly to verify that they are free of physical damage.

---

**Status:** Open

a. Do all gauges appear to be in good condition and read within normal range?

Gauges are due for replacement.

**NFPA 25-2014** 13.2.7.1

Gauges shall be inspected monthly to verify that they are in good condition and that normal pressure is being maintained.

---

**Status:** Open

b. Has there been an internal inspection of the piping within the last 5 years?

Systems have not been internally inspected, but were partially flushed in 2024.

**NFPA 25-2014** 14.2.1.1

An assessment of the internal condition of piping shall be conducted at a minimum of every 5 years or in accordance with 14.2.1.2 for the purpose of inspecting for the presence of foreign organic or inorganic material. 14.2.1.2 Where an assessment frequency has been established by an approved risk analysis, the assessment shall be performed at a frequency determined by the approved risk analysis.

## General Comments

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

The fire alarm system has multiple trouble conditions due to the foam deluge systems being shut off. Bay 4 and 5 control valve tamper signals are on the same zone as the shut off deluge valves and therefore don't not indicate the wet control valve position. The deluge valve alarm and tamper switches should be divorced from the Bay 4 & 5 zone so that the wet valves are properly supervised.



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

# Wet Fire Sprinkler System Inspection Report

Tag NA

Inspection Frequency: Semi-Annual

Property Being Evaluated: \_\_\_\_\_

MRRRA - HANGAR 4 (Assembly) \_\_\_\_\_

Owner: \_\_\_\_\_

Owner or Manager \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

74 ORION STREET, Brunswick, ME, 04011 \_\_\_\_\_

## 1. General

### A. (To be filled out by the Owner or Owner's Representative)

Has the Owners section been answered on another inspection report that will be submitted with this inspection report?  Yes  No  Owner not Available

## 2. Control Valves

a. Do Control Valves appear to be free of damage/leaks?  Yes  No

Control Valves:	No. of Valves:	Type:	Additional Info:	Easily Accessible?	Signs?	Valve in proper position?	Secured?	Supervision Operational?
System	1	PIV		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
System	5	OS&Y		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

## 3. Water Supplies

- a. Water Supply Source  City  Private
- Pressure Fire Pump & Tank  Pressure Fire Pump & City  Pressure Fire Pump & Pond

Main Drain	Main Drain Pipe Size	Static Pressure Before	Flow Pressure	Static Pressure After	Main Drain Valve Location	Time to Restore Pressure	Results
Bay 5	2	185	175	185	At riser	1	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Bay 4	2	185	175	185	At riser	1	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Bay 3	2	185	175	185	At riser	1	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Bay 2	2	185	175	185	At riser	1	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Bay 1	2	185	175	185	At riser	1	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

## 4. Tanks, Pumps, Fire Dept. Connections

- a. Appears that the F.D.C. is in satisfactory condition, couplings free, caps or plugs in place and check valves tight?  Yes  No  N/A
- b. Are fire department connections visible, accessible, and identification sign(s) in place?  Yes  No  N/A
- c. Do fire pumps, gravity, surface and pressure tanks appear to be in good external condition and properly maintained?  Yes  No  N/A
- d. Has the five years hydrostatic test been performed on piping from the fire department connection to the fire department check valve?  Yes  No  N/A
- e. Date: NA

## 5. Wet Systems

System #	Make	Model	Size (inches)	Location/Description
Bay 5	Gem	F5201	6	Valve room
Bay 4	Gem	F5201	6	Valve room
Bay 3	Gem	F5201	6	Valve room
Bay 2	Gem	F5201	6	Valve room
Bay 1	Gem	F5201	6	Valve room

- a. Do Valve and Trim appear to be free of damage/leaks and in good condition?  Yes  No  N/A
- b. Have all control valves been fully operated and returned to their normal position?  Yes  No  N/A



**Eastern Fire**  
 170 Kittyhawk Ave., P.O. Box 1390  
 Auburn, ME 04210  
 Phone: 207-784-1507

c. Is the Hydraulic Name Plate, if required, securely attached and legible?  Yes  No  N/A

**6. Alarms**

a. Did the water motor gong operate during testing?  Yes  No  N/A

b. Did the electric alarms operate during testing?  Yes  No  N/A

System	Time
Bay 5	55
Bay 4	58
Bay 3	58
Bay 2	58
Bay 1	53

d. Did the supervisory alarms operate during testing?  Yes  No  N/A

e. Was the alarm panel clear of alarm and trouble signals upon departure? (If no, please explain in comments)  Yes  No  N/A

**7. Systems, Sprinklers, and Piping (Inspected at the ground level)**

a. Do all gauges appear to be in good condition and read within normal range?  Yes  No  N/A

b. Has there been an internal inspection of the piping within the last 5 years?  Yes  No  N/A

c. Date last checked (Checking is recommended at least every 5 years) \_\_\_\_\_ Unknown

Not applicable

p. Does the hose valve(s) on the sprinkler system appear to be in satisfactory condition?  Yes  No  N/A

**8. Observations**

*These items are outside the regular scope of the required inspection and are not the result of an engineering review. This information is not intended to be all-inclusive but rather a list of items discovered as a by-product of the required inspection.*

Please see the summary section at the top of the form for the comments.

**9. Adjustments or Corrections Made:**

**10. List Changes in the Occupancy Hazard or Fire Protection Equipment, as Advised by the Owner in Section 1A**

**11. Inspector Information:**

Test Verification:

Inspected By  
 Inspector Signature

\_\_\_\_\_  
 Barry Prescott

*B Prescott*

Inspector License:

Date of Work

\_\_\_\_\_  
 ME State Inspector

\_\_\_\_\_  
 11/22/2024

**Inspection Notes**

**HOME OFFICE**  
Auburn, Maine  
207-784-1507



**BRANCH OFFICE**  
Bangor, Maine  
207-942-8014

Below is an excerpt from NFPA 25 – 2014 which defines the responsibilities of the property owner or their designated representative. Eastern Fire is not a designated representative. A designated representative is a party who has full access to, and control over, all aspects of a property including, but not limited to, all locked doors, fire alarm and security panels, fire alarm and security monitoring accounts, etc.

It is recommended that the property owner or designated representative purchase a copy of the currently adopted edition of NFPA-25 from [The NFPA](#). As of July 1, 2022 the State of Maine has adopted the 2014 edition of NFPA 25. The currently adopted version can be verified at the State of Maine Fire Marshal's [website](#).

#### **4.1 Responsibility of Property Owner or Designated Representative.**

##### **4.1.1 \* Responsibility for Inspection, Testing, Maintenance, and Impairment.**

The property owner or designated representative shall be responsible for properly maintaining a water-based fire protection system.

###### **4.1.1.1 \***

Inspection, testing, maintenance, and impairment procedures shall be implemented in accordance with those established in this document and in accordance with the manufacturer's instructions.

###### **4.1.1.2**

Inspection, testing, and maintenance shall be performed by qualified personnel.

###### **4.1.1.3 \***

Where the property owner or designated representative is not the occupant, the property owner or designated representative shall be permitted to delegate the authority for inspecting, testing, maintenance, and the managing of impairments of the fire protection system to a designated representative.

###### **4.1.1.4**

Where a designated representative has received the authority for inspecting, testing, maintenance, and the managing of impairments, the designated representative shall comply with the requirements identified for the property owner or designated representative throughout this standard.

##### **4.1.2 \* Freeze Protection.**

The property owner or designated representative shall ensure that water-filled piping is maintained at a minimum temperature of 40°F (4°C) unless an approved antifreeze solution is utilized.

###### **4.1.2.1**

All areas of the building containing water-filled piping that does not have another means of freeze protection shall be maintained at a minimum temperature of 40°F (4°C).

###### **4.1.2.2**

Aboveground water-filled pipes that pass through open areas, cold rooms, passageways, or other areas exposed to temperatures below 40°F (4°C), protected against freezing by insulating coverings, frostproof casings, listed heat tracing systems, or other reliable means, shall be maintained at temperatures between 40°F (4°C) and 120°F (48.9°C).

###### **4.1.2.3**

Where other approved means of freeze protection for water-filled piping as described in [4.1.2.2](#) are utilized, they shall be inspected, tested, and maintained in accordance with this standard.

##### **4.1.3 \* Accessibility.**

The property owner or designated representative shall provide ready accessibility to components of water-based fire protection systems that require inspection, testing, and maintenance.

#### **4.1.4 Notification of System Shutdown or Testing.**

The property owner or designated representative shall notify the authority having jurisdiction, the fire department, if required, and the alarm-receiving facility before testing or shutting down a system or its supply.

##### **4.1.4.1**

The notification of system shutdown or test shall include the purpose for the shutdown or test, the system or component involved, the estimated time of shutdown or test, and the expected duration of the shutdown or test.

##### **4.1.4.2**

The authority having jurisdiction, the fire department, and the alarm-receiving facility shall be notified when the system, supply, or component is returned to service or when the test is complete.

#### **4.1.5 \* Corrections and Repairs.**

##### **4.1.5.1 \***

The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

##### **4.1.5.2**

Corrections and repairs shall be performed by qualified maintenance personnel or a qualified contractor.

#### **4.1.6 \* Changes in Occupancy, Use, Process, or Materials.**

The property owner or designated representative shall not make changes in the occupancy, the use or process, or the materials used or stored in the building without evaluation of the fire protection systems for their capability to protect the new occupancy, use, or materials.

##### **4.1.6.1**

The evaluation required by [4.1.6](#) shall not be considered part of the normal inspection, testing, and maintenance required by this standard.

##### **4.1.6.2**

The evaluation shall consider factors that include, but are not limited to, the following:

- (1) Occupancy changes such as converting office or production space into warehousing
- (2) Process or material changes such as metal stamping to molded plastics
- (3) Building revisions such as relocated walls, added mezzanines, and ceilings added below sprinklers
- (4) Removal of heating systems in spaces with piping subject to freezing

#### **4.1.7 \* Addressing Changes in Hazard.**

##### **4.1.7.1**

Where changes in the occupancy, hazard, water supply, storage commodity, storage arrangement, building modification, or other condition that affects the installation criteria of the system are identified, the property owner or designated representative shall promptly take steps to evaluate the adequacy of the installed system in order to protect the building or hazard in question.

##### **4.1.7.2**

Where the evaluation reveals that the installed system is inadequate to protect the building or hazard in question, the property owner or designated representative shall make the required corrections.

##### **4.1.7.3**

Corrections shall be approved.

#### **4.1.8 Valve Location.**

The location of shutoff valves shall be identified at the system riser or other approved locations.

#### **4.1.9 Information Sign.**

##### **4.1.9.1**

A permanently marked metal or rigid plastic information sign shall be placed at the system control riser supplying an antifreeze loop, dry system, preaction system, or auxiliary system control valve.

##### **4.1.9.2**

Each sign shall be secured with a corrosion-resistant wire, chain, or other approved means and shall indicate at least the following information:

- (1) Location of the area served by the system
- (2) Location of auxiliary drains and low-point drains for dry pipe and preaction systems
- (3) The presence and location of antifreeze or other auxiliary systems
- (4) The presence and location(s) of heat tape

#### **4.1.10 Impairments.**

##### **4.1.10.1**

Where an impairment to a water-based fire protection system occurs or is identified during inspection, testing, or maintenance activities, the procedures outlined in Chapter 15 shall be followed, including the attachment of a tag to the impaired system.

##### **4.1.10.2**

Where a water-based fire protection system is returned to service following an impairment, the system shall be verified to be working properly by means of an appropriate inspection or test as described in the table "Summary of Component Replacement [Action] Requirements" in the applicable chapters of this document.

#### **4.2 Manufacturer's Corrective Action.**

Manufacturers shall be permitted to make modifications to their own listed product in the field with listed devices that restore the original performance as intended by the listing, where acceptable to the authority having jurisdiction.

#### **4.3 Records.**

##### **4.3.1 \***

Records shall be made for all inspections, tests, and maintenance of the system and its components and shall be made available to the authority having jurisdiction upon request.

##### **4.3.1.1 \***

Records shall be permitted to be stored and accessed electronically.

##### **4.3.2**

Records shall indicate the following:

- (1) The procedure/activity performed (e.g., inspection, test, or maintenance)
- (2) The organization that performed the activity
- (3) The required frequency of the activity
- (4) The results and date of the activity
- (5) The name and contact information of the qualified contractor or owner, including lead person for activity

##### **4.3.3 \***

Records shall be maintained by the property owner.

##### **4.3.4**

As-built system installation drawings, hydraulic calculations, original acceptance test records, and device manufacturer's data sheets shall be retained for the life of the system.

##### **4.3.5**

Subsequent records shall be retained for a period of 1 year after the next inspection, test, or maintenance of that type required by the standard.

#### **4.4 Water Supply Status.**

During inspection, testing, and maintenance, water supplies, including fire pumps, shall remain in service unless under constant attendance by qualified personnel or unless impairment procedures in Chapter 15 are followed.

#### **4.5 \* Inspection.**

System components shall be inspected at intervals specified in the appropriate chapters.

#### **4.6 Testing.**

##### **4.6.1**

All components and systems shall be tested to verify that they function as intended.

#### **4.6.2**

The frequency of tests shall be in accordance with this standard.

#### **4.6.3**

Fire protection system components shall be restored to full operational condition following testing, including reinstallation of plugs and caps for auxiliary drains and test valves.

#### **4.6.4 \***

Test results shall be compared with those of the original acceptance test (if available) and with the most recent test results.

#### **4.6.5 \***

When a component or subsystem is adjusted, repaired, reconditioned, or replaced, it shall be tested in accordance with the original acceptance test required for that subsystem or the requirements where specified by the standard.

#### **4.6.6 \* Automated Testing.**

**(Reserved)**

#### **4.7 \* Performance-Based Programs.**

As an alternative means of compliance and where approved by the authority having jurisdiction, components and systems shall be permitted to be inspected, tested, and maintained under a performance-based program.

#### **4.8 \* Maintenance.**

Maintenance shall be performed to keep the system equipment operable or to make repairs.

#### **4.9 Safety.**

##### **4.9.1 General.**

Inspection, testing, and maintenance activities shall be conducted in accordance with applicable safety regulations.

##### **4.9.2 Confined Spaces.**

Legally required precautions shall be taken prior to entering confined spaces such as tanks, valve pits, or trenches.

##### **4.9.3 Fall Protection.**

Legally required equipment shall be worn or used to prevent injury from falls to personnel.

##### **4.9.4 Hazards.**

Precautions shall be taken to address any hazards, such as protection against drowning where working on the top of a filled embankment or a supported, rubberized fabric tank, or over open water or other liquids.

##### **4.9.5 \* Hazardous Materials.**

###### **4.9.5.1**

Legally required equipment shall be used where working in an environment with hazardous materials present.

###### **4.9.5.2**

The property owner or designated representative shall advise anyone performing inspection, testing, and maintenance on any system under the scope of this document, with regard to hazardous materials stored on the premises.

##### **4.9.6 \* Electrical Safety.**

Legally required precautions shall be taken when testing or maintaining electric controllers for motor-driven fire pumps.

## Vanessa Bailey

---

**From:** Eric Perkins <ericp@mrra.us>  
**Sent:** Friday, March 20, 2020 8:57 AM  
**To:** Steve Levesque  
**Cc:** Jeffrey Jordan  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Happy Friday!!

So it looks like the FAA is not going to pay for the repairs in H4. I would strongly recommend we move forward with option 1, cost for this is 24k.

I have gone through the latest financial statement, under professional services line item 50451e we have a surplus of 30k, this line item is for business attraction for the air airport. In the current state of travel and mass gatherings, Jeff feels this money would not be used for any conferences that you would be attending. To that, this would be a good place to pull money to get the foam system in h4 back on line.

There are less expensive options to get the foam system back online, however we will not know if in fact all of the potential wiring issues have been addressed and run the risk of another accidental discharge, next time we will fill the hangar with foam.

Eric Perkins  
Property Manager  
Midcoast Regional Redevelopment Authority

Suite 200  
15 Terminal Road  
Brunswick, Maine 04011

E-mail: [ericp@mrra.us](mailto:ericp@mrra.us)  
Phone: (207) 798-6512  
Webpage: [www.mrra.us](http://www.mrra.us)

Thank you for contacting MRRA. Please take our brief ten question Customer Satisfaction Survey.  
[https://www.surveymonkey.com/s/MRRA\\_customer\\_satisfaction](https://www.surveymonkey.com/s/MRRA_customer_satisfaction)

---

**From:** Steve Levesque <stevel@mrra.us>  
**Sent:** Tuesday, March 17, 2020 3:32 PM  
**To:** Guy Rouelle <guy.rouelle@rouelleaviation.com>; Sheppard, Suzanne L. <ssheppard@hoyletanner.com>; Peter Eichleay <peichleay@gmail.com>  
**Cc:** Marty McMahon <martym@mrra.us>; Jim Nall <jnall@flightlevelaviation.com>; Eric Perkins <ericp@mrra.us>; 391128 BXM Hangar 4 <391128BXMHangar4@hoyletanner.onmicrosoft.com>  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Great thanks Guy

**Steve Levesque**  
*Executive Director*

## **Midcoast Regional Redevelopment Authority**

*"Growing Maine's Innovation Economy"*

Work: (207) 798-6512

Cell: (207) 841-9955

[www.MRRA.US](http://www.MRRA.US)

---

**From:** Guy Rouelle <[guy.rouelle@rouelleaviation.com](mailto:guy.rouelle@rouelleaviation.com)>

**Sent:** Tuesday, March 17, 2020 3:14 PM

**To:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>; Peter Eichleay <[peichleay@gmail.com](mailto:peichleay@gmail.com)>

**Cc:** Marty McMahon <[martym@mrta.us](mailto:martym@mrta.us)>; Jim Nall <[jnall@flightlevelaviation.com](mailto:jnall@flightlevelaviation.com)>; Steve Levesque <[stevel@mrta.us](mailto:stevel@mrta.us)>;

Eric Perkins <[ericp@mrta.us](mailto:ericp@mrta.us)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>

**Subject:** Re: BXM Hangar 4 fire suppression controls upgrade/repairs

Suzy, I have a few ideas. Jim Nall is going to reach out to you and set a call in the morning so that we can formulate a recommendation for Mr. Levesque.

Guy Rouelle

CEO

Rouelle Aviation Group

POB 1536

Montpelier, VT. 05601

877.765.7286 (o) 802.917.5598 (c)

---

**From:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>

**Sent:** Tuesday, March 17, 2020 3:01 PM

**To:** Guy Rouelle; Peter Eichleay

**Cc:** Marty McMahon ([martym@mrta.us](mailto:martym@mrta.us)); Jim Nall; Steve Levesque; Eric Perkins; 391128 BXM Hangar 4

**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

There are two attachments. The first one dated 1-2-2020 is the improvement proposal. This one we have tried to justify as a conversion project. Total was \$24,000.

The 2<sup>nd</sup> attachment, dated 12-3-19 gave a couple more options. The 2 options for repairs are \$7,500 or \$12,000.

### **Suzy Sheppard**

---

**From:** Guy Rouelle <[guy.rouelle@rouelleaviation.com](mailto:guy.rouelle@rouelleaviation.com)>

**Sent:** Tuesday, March 17, 2020 2:47 PM

**To:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>; Peter Eichleay <[peichleay@gmail.com](mailto:peichleay@gmail.com)>

**Cc:** Marty McMahon ([martym@mrta.us](mailto:martym@mrta.us)) <[martym@mrta.us](mailto:martym@mrta.us)>; Jim Nall <[jnall@flightlevelaviation.com](mailto:jnall@flightlevelaviation.com)>; Steve Levesque

<[stevel@mrta.us](mailto:stevel@mrta.us)>; Eric Perkins <[ericp@mrta.us](mailto:ericp@mrta.us)>

**Subject:** Re: BXM Hangar 4 fire suppression controls upgrade/repairs

Suzy, I was on the call and your summary is a good account. How much money are we talking?

Guy Rouelle

CEO

Rouelle Aviation Group

POB 1536

Montpelier, VT. 05601

877.765.7286 (o) 802.917.5598 (c)

---

**From:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>  
**Sent:** Tuesday, March 17, 2020 1:53 PM  
**To:** Peter Eichleay  
**Cc:** Marty McMahon ([martym@mrta.us](mailto:martym@mrta.us)); Guy Rouelle; Jim Nall; Steve Levesque; Eric Perkins  
**Subject:** FW: BXM Hangar 4 fire suppression controls upgrade/repairs

I just got off a call with FAA and DOT that included Barry, Sean and Ralph. We discussed the fire suppression controls at Hangar 4. I included Marty on this email because he knows the issue better than anyone.

Here are the issues at hand:

- The foam system was installed and working but was turned off and the electrical controls faulted. The foam system is currently inoperable.
- The fault in the system happened after the contract with the prime contractor was closed out.
- We have been going back and forth with FAA about funding this and intended to contract directly with Eastern Fire. The email below from FAA states that contracting directly with EF would only work if we were to apply for a new grant. On the phone conversation that we just had we were told that FAA cannot issue a new MAP grant for this work.
- FAA has implied upgrading the system would be eligible (MAP conversion project) if it were funded in the existing AIP grant and contracted with the prime contractor. Penobscot has previously indicated that they are not interested in a new contract for the work. They are only allowed to mark up a sub by 5% and it would not be worth their time.
- EF provided a few options for repairs/upgrades. The repairs are not MAP eligible because FAA views that as maintenance, not a conversion project.
- Tim LeSiege asked if these repairs could be paid for now and reimbursed by entitlement in a later year. FAA wasn't clear on if this could be considered eligible for entitlement funds but did say that it would be difficult to justify that this is needed over airfield safety/maintenance projects. It's considered a revenue generating project and has low priority. If you were to wait for another round of MAP then you'd have to wait to do the work because with discretionary funding you cannot do construction ahead of the grant.

I've tried to find every angle I can to get this paid for but I don't have any more ideas. I did ask if it could be added to the T-hangar project and was told that can't be done. They said that there was a lot more flexibility in the past with MAP projects that just doesn't exist anymore.

I feel that going back to FAA on this is going to be very difficult at this point, but if you can think of something that I haven't please let me know.

**Suzy Sheppard**

---

**From:** Hammer, Barry (FAA) <[Barry.Hammer@faa.gov](mailto:Barry.Hammer@faa.gov)>  
**Sent:** Wednesday, March 11, 2020 6:58 AM  
**To:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>  
**Cc:** LeSiege, Tim <[tim.lesiege@maine.gov](mailto:tim.lesiege@maine.gov)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>; Peter Eichleay <[peichleay@gmail.com](mailto:peichleay@gmail.com)>; Guy Rouelle <[guy.rouelle@rouelleaviation.com](mailto:guy.rouelle@rouelleaviation.com)>; Jim Nall <[jnall@flightlevelaviation.com](mailto:jnall@flightlevelaviation.com)>  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Suzy,  
If you want to put it with 031-2018 you should procure the work as a change order with the prime contractor. If you want to move forward with a separate procurement, you probably should incorporate the work into a new grant, but that would need to be worked out with Ralph.

The simplified acquisition threshold is currently at \$250K, so you could follow these procedures provided they conform to MRRRA's own procurement rules. I would caution you however, that the simplified acquisition process does not allow you to sole-source the work. You still need to solicit quotes from a number of potential vendors/contractors. Sole-source approval is a separate provision with its own requirements (AIP Handbook, Paragraph U-18); I do not think that Eastern Fire's installation of the system is enough to justify approval of a sole source procurement. If you solicit multiple vendors and you are they end up being the only respondent then perhaps we'd entertain a sole source procurement, but you'd need to be able to document your efforts.

Let me know if you have any questions.

Regards,  
Barry

---

**From:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>  
**Sent:** Tuesday, March 10, 2020 1:49 PM  
**To:** Hammer, Barry (FAA) <[Barry.Hammer@faa.gov](mailto:Barry.Hammer@faa.gov)>  
**Cc:** LeSiege, Tim <[tim.lesiege@maine.gov](mailto:tim.lesiege@maine.gov)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>; Peter Eichleay <[peichleay@gmail.com](mailto:peichleay@gmail.com)>; Guy Rouelle <[guy.rouelle@rouelleaviation.com](mailto:guy.rouelle@rouelleaviation.com)>; Jim Nall <[jnall@flightlevelaviation.com](mailto:jnall@flightlevelaviation.com)>  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Hi Barry,  
Have you had a chance to consider the email below? The airport is anxious to get this resolved.  
Thanks,

**Suzy Sheppard**

---

**From:** Sheppard, Suzanne L.  
**Sent:** Thursday, February 27, 2020 5:45 PM  
**To:** Hammer, Barry (FAA) <[Barry.Hammer@faa.gov](mailto:Barry.Hammer@faa.gov)>  
**Cc:** LeSiege, Tim <[tim.lesiege@maine.gov](mailto:tim.lesiege@maine.gov)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>; Marty McMahon (<[martym@mrta.us](mailto:martym@mrta.us)> <[martym@mrta.us](mailto:martym@mrta.us)>); Peter Eichleay <[peter@flightlevelaviation.com](mailto:peter@flightlevelaviation.com)>  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Barry,  
The work is required because right now it is inoperable. I guess you could say that means it isn't meeting code. It failed because the conduit that was installed by the Navy failed and was inadequate. Couldn't this qualify as a conversion project?

Below is a description of the need for this 'conversion'. It shorted out because the system is vulnerable. If MRRRA simply does a repair, this could happen again and then the system that we just installed would be inoperable once again. I feel like this was just bad timing. If this situation had been known prior to the project being scoped it would have been included.

The existing fire suppression controls are based primarily on zones. A zoned style system utilizes one pair of conductors across multiple devices and senses an alarm condition via a "short circuit" condition. These style systems are antiquated and are vulnerable due to the fact that an alarm condition can be triggered by a connected device operating correctly (shorting the two conductors when activated) or a conditional fault on the wires themselves. In this case the exposed wiring in the damaged conduit was either exposed to water/moisture or the jackets of the wires were chafed and touched together. Either are likely to recur without at a minimum repairing the conduit and running new cable as

outlined in option #1. Our suggested path forward is to replace the existing foam controller and peripheral devices with a new addressable releasing panel and all field devices connected to the fire fighting foam system. This modern technology will utilize existing wiring and communicate digitally to all field devices, eliminating these susceptible zones. This technology allows each individual device (manual pull stations, sprinkler switch etc... to report independently and faults across wiring will report as such instead of potential alarms that can occur across zones. Included in this option would be repair of the damaged conduit and consolidation of conductors. The new digital communication only requires a pair of conductors and would allow the removal of much of the zone wiring. All designated foam releasing stations would also be connected to this panel. It was observed that during the last modification some foam releasing stations were left on the foam controller and some were connected to the building fire alarm system. If option #3 is elected all devices associated with the foam system shall be incorporated into the new controller for ease of future service and maintenance.

**Suzy Sheppard**

---

**From:** Hammer, Barry (FAA) <[Barry.Hammer@faa.gov](mailto:Barry.Hammer@faa.gov)>  
**Sent:** Wednesday, February 26, 2020 9:05 AM  
**To:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>  
**Cc:** LeSiege, Tim <[tim.lesiege@maine.gov](mailto:tim.lesiege@maine.gov)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>  
**Subject:** RE: BXM Hangar 4 fire suppression controls upgrade/repairs

Suzy,  
The 031-1018 grant was intended to fund the costs necessary to bring the system up to code requirements. Is this work *required* to bring the system up to code requirements?

If yes, then only the work necessary to bring it up to code requirements is eligible. Anything beyond, such as effort to upgrade the system just because there's a new version of software/hardware, is not going to be funded with AIP.

Please let me know what your assessment regarding the necessity to meet code is.

Regards,  
Barry

---

**From:** Sheppard, Suzanne L. <[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)>  
**Sent:** Monday, February 24, 2020 4:01 PM  
**To:** Hammer, Barry (FAA) <[Barry.Hammer@faa.gov](mailto:Barry.Hammer@faa.gov)>  
**Cc:** LeSiege, Tim <[tim.lesiege@maine.gov](mailto:tim.lesiege@maine.gov)>; 391128 BXM Hangar 4 <[391128BXMHangar4@hoyletanner.onmicrosoft.com](mailto:391128BXMHangar4@hoyletanner.onmicrosoft.com)>  
**Subject:** BXM Hangar 4 fire suppression controls upgrade/repairs

Barry/Tim,  
BXM would like to go ahead with the upgrades and repairs to the fire suppression control system. I have attached the proposal for the work. The quote is \$24,000. We would like Eastern Fire to do the work because they installed the system. What do I need to do to make sure that this work is eligible for FAA and MaineDOT funding. We have performed an engineering review and found it fair and reasonable.  
I read the AIP handbook and referenced the rules for simplified acquisition. Would the following apply to this situation?

<p><b>c.</b> Equipment acquisition and construction where there is not adequate competition (one bidder, sole source, design/build, small purchase, construction manager-at-risk, etc.)</p>	<p>Cost Analysis</p>	<ol style="list-style-type: none"> <li>(1) Engineer's estimate.</li> <li>(2) A statement signed by the sponsor that the cost analysis was performed that includes the sponsor's recommendation that the FAA accept the statement and analysis as evidence of cost reasonableness.</li> <li>(3) Bid tabulation (one bidder), proposal (sole source, design/build, construction manager-at-risk), or winning quote (small purchase).</li> <li>(4) Copy of the signed contract (or full set of quotes for small purchase) only if requested by the ADO.</li> <li>(5) Any other support documentation requested by the ADO.</li> </ol>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This work would be applied to AIP 031-2018.

Thank you,  
Suzy

**Suzanne Sheppard, PE**

*Associate*

Project Manager, Aviation

Licensed in: NH, ME, and VT



150 Dow Street | Manchester, NH 03101

(603) 669-5555, ext 150

[ssheppard@hoyletanner.com](mailto:ssheppard@hoyletanner.com)

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**Town of Brunswick, Maine**  
Incorporated 1739  
Brunswick Fire Department  
"Working Today for a Safer Tomorrow"



KEN BRILLANT, CHIEF  
JAMES MILLSON, DEPUTY CHIEF  
JOSH SHEAN, DEPUTY CHIEF

119 PLEASANT STREET  
BRUNSWICK, ME 04011  
TELEPHONE 207-725-5541  
FAX # 207-725-6638  
[WWW.BRUNSWICKME.ORG](http://WWW.BRUNSWICKME.ORG)

December 16, 2024

Steve Levesque  
Midcoast Regional Redevelopment Authority  
15 Terminal Road  
Brunswick, ME 04011

RE: Plan of corrective action complete

The Brunswick Fire Department Office of Fire Prevention has received completed fire alarm inspection and testing reports for MRRA Hangars 4, 5, & 6. Eastern Fire completed the inspection and testing process on December 6, and the reports were submitted to the Fire Department for review on December 13 and 16, 2024.

**Completion of the annual fire alarm inspection and testing meets the requirements of the notice of violation issued on September 19, 2024.**

The inspection and testing report did identify system deficiencies that require attention. MRRA and Eastern Fire have communicated a plan to repair these deficiencies when the parts are available. The Fire Department will need to conduct an inspection of the system once all repairs have been completed.

Contact the Brunswick Fire Department, Fire Prevention Division for any questions or clarification.

Respectfully,

  
Joshua Shean  
Deputy Chief,  
Fire Prevention Division

CC: Julia Henze, Brunswick Town Manager



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND  
BASE REALIGNMENT AND CLOSURE  
PROGRAM MANAGEMENT OFFICE EAST  
4911 SOUTH BROAD STREET  
PHILADELPHIA, PA 19112-1303

11011  
Ser BPMOE/360  
November 1, 2024

Ms. Jeffrey Jordan  
Deputy Director  
Midcoast Regional Redevelopment Authority  
15 Terminal Road, Suite 200  
Brunswick, ME 04011

Dear Mr. Jordan:

This correspondence refers to Lease in Furtherance of Conveyance No. N47692-14-RP-14P14 (LIFOC) covering MRRA's use of Hangar-4. The permitted uses of the hangar include airport operations and tenant activities including aviation related business.

As a result of the Navy's contracted actions for the removal of Aqueous Film Forming Form (AFFF) concentrate from the system in Hangar-4, certain lease activities, including the storing of planes, was suspended. The Navy has completed the AFFF removal in the Fire Protection Room and the Hangar AFFF system, along with the draining and rinsing of the water sprinkler system. The water-only system has been placed back online, and the Navy is expected to complete all activities by November 6, 2024.

We will notify MRRA when Hangar-4 is suitable to resume aviation operations. However, since only a water sprinkler system will be in operation in Hangar-4, in compliance with the fire code and the local fire chief's direction, this serves as notice that only aircraft that has been defueled is allowed in Hangar-4. Effective immediately, this defueling requirement is required for any Navy-owned facilities that are leased to MRRA whereby MRRA or its tenants want to store aircraft. Additionally, please be advised that refilling the fire-fighting system in Hangar-4 with Per- and polyfluoroalkyl substances (PFAS) containing AFFF is prohibited.

It is understood by communication with the former Executive Director, Ms. Kristine Logan on October 7<sup>th</sup>, that MRRA has arranged to store aircraft that has not been defueled on MRRA-owned property.

Please indicate acknowledgement and concurrence regarding use of Hangar 4, by signing and dating below and returning this letter to [stephanie.d.zamorski.civ@us.navy.mil](mailto:stephanie.d.zamorski.civ@us.navy.mil).

If you have any questions regarding environmental matters, please contact either Ms. W. Rachele Knight at [wynette.r.knight.civ@us.navy.mil](mailto:wynette.r.knight.civ@us.navy.mil), or Mr. Derek Pinkham at [derek.j.pinkham.civ@us.navy.mil](mailto:derek.j.pinkham.civ@us.navy.mil). For Real Estate matters, I can be reached at [stephanie.d.zamorski.civ@us.navy.mil](mailto:stephanie.d.zamorski.civ@us.navy.mil).

Sincerely,

ZAMORSKI.STEPHANIE.  
DANKO.1229213705

Digitally signed by  
ZAMORSKI STEPHANIE DANKO.12  
29213705  
Date: 2024.11.01 13:18:49 -04'00'

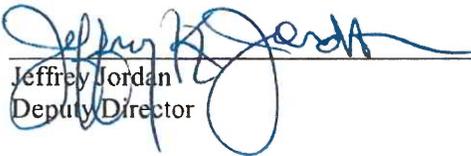
STEPHANIE D. ZAMORSKI  
Real Estate Contracting Officer

11011  
Ser BPMOE/360  
November 1, 2024

Copy to:  
Mr. Steven Levesque

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

ACKNOWLEDGMENT AND CONCURRENCE IN THE ABOVE CONDITIONS REGARDING  
USE OF HANGAR-4 UNDER LEASE IN FURTHERANCE OF CONVEYANCE NO. N47692-14-  
RP-14P14 AT THE FORMER NAVAL AIR STSTION, BRUNSWICK, MAINE

By:   
Jeffrey Jordan  
Deputy Director

Date: November 1, 2024



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND  
BASE REALIGNMENT AND CLOSURE  
PROGRAM MANAGEMENT OFFICE WEST  
33000 NIXIE WAY, BLDG 50 Suite 207  
SAN DIEGO, CA 92147

4050  
Ser BPMOE/307  
June 24, 2024

Ms. Kristine Logan  
Executive Director  
Mid-coast Regional Redevelopment Authority (MRRA)  
15 Terminal Road  
Brunswick, ME 04011

Dear Ms. Logan:

**SUBJECT: HANGAR 4 AFFF REMOVAL AND DISPOSAL**

As discussed, the Navy BRAC Program Management Office (PMO) has been engaged in a Basewide Remedial Investigation to assess the nature and extent of per- and poly- fluoroalkyl substances (PFAS) in various media (soils, groundwater, surface water, and sediments) in order to develop a systematic approach to address the impacts of legacy aqueous film forming foam (AFFF) releases. Because of this, it is extremely important that AFFF, on both transferred and remaining Navy land, be managed and controlled to the maximum extent possible in order to prevent any further degradation of the site's natural resources.

In accordance with the National Defense Authorization Act of 2020, Section 322, military facilities are required to cease use and effect complete removal of AFFF by October 2024. Accordingly, as the remaining Navy land is considered a military facility, this correspondence serves as notice of our intent to remove the AFFF from Hangar 4 by March 31, 2025. Please be advised that Navy cannot replace or renovate the fire suppression system to a functional capacity. We understand the financial impacts brought on by the discovery and management of PFAS in site media. However, if MRRA plans to continue use of Hangar 4 as an aircraft hangar, a functioning fire suppression system is required or MRRA will need to introduce alternate aircraft management techniques to remain in compliance with state and local fire protection requirements.

We recognize the substantial financial benefit realized by MRRA in the use of the transferred aircraft hangars, which currently utilize PFAS containing AFFF fire suppression systems as a necessary requirement for continued operation. We strongly encourage MRRA to develop a plan to reduce, and ultimately eliminate, the use of AFFF on site as recommended by the Federal Aviation Administration (FAA) in their document "FAA Aircraft Firefighting Foam Transition Plan," May 2023. As stated in this Transition Plan, "Although airport hangars are outside FAA's regulatory jurisdiction, airports should consider hangar fire suppression systems as significant sources of PFAS-containing AFFF and include such systems, as appropriate, in transition planning and execution."

4050  
Ser BPMOE/307  
June 24, 2024

Furthermore, the Environmental Protection Agency recently published the final rule determining PFOA and PFOS as hazardous substances. This rule becomes final on, or about, July 8, 2024 at which time the Navy will not be able to make required assertions on site remediation that would allow us to transfer property. We will endeavor to transfer the property as soon as we are able, however, that may take significantly more time due to the hazardous substance designation.

We are currently in the process of contracting for the removal of AFFF from Hangar 4 and will endeavor to execute this project as soon as practicable. We will continue to coordinate our efforts through Ms. W. Rachelle Knight, our BRAC Environmental Coordinator ([wynette.r.knight.civ@us.navy.mil](mailto:wynette.r.knight.civ@us.navy.mil)), and Mr. Marty McMahon, Caretaker Site Office personnel ([martin.g.mcmahon.civ@us.navy.mil](mailto:martin.g.mcmahon.civ@us.navy.mil)). Please let us know if you have any questions or concerns with our course of action in this regard.

Sincerely,

**BARNEY.DAVID** Digitally signed by  
BARNEY.DAVID.A.1228582553  
**.A.1228582553** Date: 2024.06.24 14:18:04  
-04'00'

DAVID BARNEY  
Base Closure Manager  
By direction of the Director