

CITY OF PORTLAND, MAINE
MEMORANDUM

To: Danielle West, City Manager
Ashley Rand, City Clerk
All Interested Persons

From: Paul Bradbury, Airport Director

Date: November 7, 2025

RE: Notice of Proposed Change to the Portland International Jetport Minimum Standards Section 3.11 Special Rule on De-Icing and Fuel Services

Pursuant to Section 18-83 of the Portland City Code, please make this memorandum and the attached proposed change to Section 3.11 of the Portland International Jetport's Minimum Standards, available for review at the City Clerk's office. This notice will also be available for review and posted at the Portland International Jetport Administration Office and on the Jetport's website. Additionally, a copy has been sent to the two Jetport fixed base operators affected by the change. The proposed change will become effective fifteen (15) business days from the date of this posting on December 4, 2025 unless otherwise ordered by the City Manager.

Written comments or objections to the proposed rules must be submitted to the City Manager's office within ten (10) business days of the date of this notice as outlined below.

Such comments should be addressed as follows:

Attn: Danielle West, City Manager

City of Portland

389 Congress Street

Portland, ME 04101

Or via email at: citymanager@portlandmaine.gov

RE: Proposed Change to Portland Int'l Jetport Minimum Standards Section 3.11 Special Rule on Deicing and Fuel Services

A copy of this proposed change to the Jetport Minimum Standards is available at the following address:

Portland International Jetport

Administration Offices

1001 Westbrook Street

Portland, ME 04102

<https://portlandjetport.org/doing-business-at-the-jetport>

Date of Notice: **November 7, 2025**

Date Comments Due in City Manager's Office: **November 24, 2025 by 4:30 p.m.**

Date Change Becomes Effective (if not disapproved by the City Manager): **December 4, 2025**

The following pages detail a proposed change to *Section 3.11 Special Rule on De-Icing and Fuel Services* in the Portland International Jetport's Minimum Standards. This section of the Minimum Standards allows only a Fixed Base Operator or its "designee" to provide deicing and fueling services. The term "designee" is not defined and could be interpreted to allow a Fixed Base Operator to introduce a commercial entity for fueling and deicing that does not meet the Minimum Standards intended for the performance of these services at the Portland International Jetport. In order to correct this deficiency, the following changes remove the term "designee" from this section.

- 3.7.5. One FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform Aircraft Maintenance on all Aircraft frequenting the Jetport shall be on-duty and on-premises for at least eight hours during FBO's hours of activity, five days a week, and available, on call, after hours.

3.8. Hours of Activity

- 3.8.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 6:00 AM to 12:00 AM. Aircraft fueling, ground handling, and customer service shall be available after hours, on-call, with response time not to exceed 45 minutes. Hours of activity shall be clearly posted in public view using professional signage.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 45 minutes. Hours of operation shall be clearly posted in public view using professional signage.

3.9. Aircraft Removal

- 3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, FBO shall be prepared to lend assistance within 45 minutes of request by the Airport Manager in order to maintain the operational readiness of the Jetport. FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the Aircraft normally frequenting the Jetport.

3.10. Insurance

- 3.10.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in the Appendix – Schedule of Minimum Insurance Requirements.

3.11. Special Rule On De-Icing And Fuel Services

- 3.11.1. De-icing and fueling are to be performed only by a Fixed Base Operator ("FBO") ~~or its designee~~ (except for self performers under Section 10A and 14 below). All de-icing and fueling shall be done in conformity with all applicable standards, including but not limited to the standards in Chapter 10, 10A and 14.
- 3.11.2. Notwithstanding the forgoing, the rights of Contego Systems, PWM, LLC, or its assigns or agents, to de-ice at the Jetport are grandfathered and not subject to this regulation. These rights will be lost if Contego or its assigns or agents discontinue the de-icing service for 365 days or more, or if Contego waives their right to grandfathering. Contego may perform de-icing subject to the applicable standards in Chapter 10.
- 3.11.3. In the event an Air Carrier (commercial airline) has any issues regarding the pricing or the quality of an FBO's de-icing or fueling services that it asks the Jetport to address, or the Airport Director decides to address in his or her discretion, the following dispute resolution procedures will be followed.
- 3.11.3.1. The complaining Air Carrier shall first contact the FBO's senior management to discuss that complaint.

- 3.11.3.2. If the FBO and the Air Carrier are unable to resolve the dispute after reasonable efforts, the Air Carrier may submit its complaint together with all documentation supporting its complaint to the Airport Director who shall act as a neutral mediator and facilitate discussions between the Air Carrier and the FBO ~~or designee~~ in an effort to resolve the dispute or defer the dispute to another neutral mediator that is agreeable to both parties. The Airport Director may, in his or her sole discretion, elect not to serve as mediator. If the Airport Director exercises his or her discretion not to act as mediator, the parties shall proceed to arbitration as indicated below.
- 3.11.3.3. If, after reasonable efforts, the dispute is not resolved by such mediation, the Air Carrier may submit the complaint to a single arbitrator with experience in aviation matters and agreed upon by the airline and the FBO. If they are unable to agree on an arbitrator, any party may submit the dispute to the American Arbitration Association (AAA), which shall then appoint an arbitrator and administer the arbitration. The decision of the Arbitrator shall be binding subject only to the right of appeal provided in the Maine Uniform Arbitration Act (14 M.R.S.A. § 5927 et seq.). In any such arbitration, the arbitrator's decision shall be based on all relevant factors including price, quality of service, on-time performance and safety concerns. In any arbitration or subsequent appeal, the substantially prevailing party shall be awarded its costs, including legal fees and Arbitrator's fee and costs, in the amount to be determined by the Arbitrator.
- 3.11.3.4. Nothing in this paragraph shall be construed to prevent the Airport Director in his discretion from requiring the process set forth in this paragraph be followed if the same complaint is made by more than one airline.
- 3.11.3.5. Notwithstanding the foregoing, an Air Carrier is free to pursue any legal remedies available to them to resolve any dispute between the Air Carrier and an FBO or any entity providing services to the Air Carrier and an Air Carrier does not have to exhaust the remedies provided herein prior to pursuing other legal remedies.
- 3.11.4. An FBO ~~or its designee~~ will not increase its rates for commercial de-icing to a level that exceed the price submitted by Contego in response to the City's June, 2010 RFP No. 85-10 plus (i) a sum equal to increases in the Consumer Price Index, and (ii) an escalation in material costs limited to the annual increase in the Chemical Markets Association, Inc. Index. The moratorium on rate increases other than those provided herein shall expire on June 30, 2013.
- 3.11.4.1. After the initial period, and FBO or its designed will not increase its rated for de-icing to a level that exceeds the range of rates for comparable Airports in comparable regions as shown on Attachment A. Attachment A may be amended by the written agreement of the Airport Director and the FBO. It shall be incumbent on the Air Carriers to provide data to the FBO and the Airport Director if they feel that such increases exceed rates at comparable Airports.
- 3.11.4.2. The word "rate or rates" means the total charge for a de-icing service and not just the cost per gallon of deicing fluid. The total charge shall be computed by multiplying the cost per gallon times the number of gallons used unless the deicing service is charged at a flat rate regardless of the volume of deicing fluid used.