

ATTACHMENT #2

PROPOSED JOINT USE AGREEMENT

DOVER AFB, DELAWARE

REQUEST FOR PROPOSALS

DEVELOPMENT AND EXPANSION

**DELAWARE CIVIL AIR TERMINAL AIRCRAFT
PARKING RAMP**

AGREEMENT FOR JOINT USE

AT

DOVER AIR FORCE BASE, DELAWARE

This Joint Use Agreement (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between the Secretary of the Air Force, for and on behalf of the United States of America (“Air Force”) and the Delaware Department of Transportation (“DelDOT”), a public body eligible to sponsor a public airport.

WHEREAS, the Air Force owns and operates the runway and associated flight facilities (collectively “flying facilities”) located at Dover Air Force Base, Delaware (“DAFB”); and

WHEREAS, DelDOT has a ramp, apron, and passenger handling facilities that are located immediately adjacent to the DAFB and that have been used by civilian aircraft under a Joint Use Agreement which has been renewed and amended several times; and

WHEREAS, DELDOT desires to continue using the flying facilities at DAFB to permit operations by civil aircraft jointly with military aircraft; and

WHEREAS, DELDOT has constructed a taxiway leading to the DELDOT air terminal on approximately 1.4256 acres of land on the west side of the main north-south runway at DAFB as depicted and described in Attachment A; and has an additional easement to construct another 75 foot wide taxiway from DAFB to the Kent County AeroPark; and

WHEREAS, DelDOT on behalf of the State of Delaware is endeavoring to expand the capacity for aircraft parking on the State owned land such that there is sufficient space to accommodate the aircraft associated with the NASCAR events which in turn can accommodate the commercial carriers that serve the Air Force;

WHEREAS, DelDOT and the Air Force desire to incorporate the essential elements of all previous Joint Use Agreements and related amendments and agreements into this single Agreement; and

WHEREAS, the Air Force considers that this Agreement will be in the public interest and is agreeable to granting continued joint use of the flying facilities under this Agreement;

NOW, THEREFORE, it is agreed:

1. JOINT USE

- a. The Air Force hereby authorizes DELDOT to permit scheduled commuter, commercial charters as approved by DELDOT and the installation commander, commercial carriers, and general aviation aircraft with two-way radios for communicating with the DAFB Air Traffic Control Tower to use the flying facilities at DAFB, subject to the terms and conditions set forth in the Agreement and those Federal Aviation Regulations (FARs) applicable to civil aircraft operations.

(1) Charter aircraft operations will be limited and authorized on a case-by-case basis. Organizations desiring to conduct charter operations at DAFB must receive written approval in advance from DELDOT and the DAFB installation commander.

- b. The total number of civil aircraft operations shall not exceed one hundred (100) per day, except NASCAR race days, and no more than 13,500 per calendar year. Three hundred (300) operations per day shall be authorized during NASCAR race days (two (2) weekends per year). Each landing is a single operation and each take-off is a single operation. Commercial aircraft that are using the Civil Air Terminal that have contractual agreements with the United States government are not included in these limits and are excluded from the operations count.

- c. Aircraft using DAFB under the authority granted to DELDOT by this Agreement shall be entitled to use the flying facilities at DAFB for landings, take-offs, and movement of aircraft but shall park only at the DELDOT air terminal ramp. If the parking area at DELDOT air terminal ramp reaches capacity, no further civil aircraft landing shall be permitted until parking space is available except as stipulated herein for NASCAR race weekends.

(1) The ramp at the DELDOT air terminal has insufficient space to park the numbers of civil aircraft associated with NASCAR race weekends. Plans for the DELDOT/Kent County property include additional ramp space. Therefore, subject to military mission requirements, civil aircraft may park on the Air Force ramps designated as compass rose and pad 4 on NASCAR race weekends with prior approval from the Commander, 436th Airlift Wing (AW), DAFB, until such time as additional ramp space is available on the DELDOT/Kent County property. Procedures for parking on the Air Force ramps will be established in a Local Operations Letter.

- d. All ground and air movements of civil aircraft using DAFB under this agreement and movements of all other vehicles across Air Force taxiways shall be controlled by the

DAFB Air Traffic Control Tower. Civil aircraft activity will coincide with the DAFB Air Traffic Control Towers hours of operation. Any additional hours of the DAFB Air Traffic Control Tower or other essential airfield management, or operational requirements beyond those needed by the Air Force, shall be funded (reimbursed) by DELDOT. These charges, if any, shall be in addition to the charges specified in paragraph 4 of the Joint Use Implementation Plan (Attachment B) and shall be payable not less frequently than quarterly.

- e. In the absence of DELDOT employees or their designated representatives to assist civil aircraft operators at the DELDOT air terminal, civil aircraft operations shall be suspended until such assistance is available.
- f. All aircraft shall be provided air traffic control services on a first-come, first-served basis except for emergencies and military missions that require priority handling. The decision to implement military priority shall be made by the Commander 436th AW, DAFB.
- g. Civil aircraft shall not conduct training or practice flights at DAFB.
- h. Civil aircraft transporting hazardous cargo must comply with applicable Federal Aviation and Air Force regulations.
- i. Civil aircraft using DAFB on official government business, as provided in Air Force instruction 10-1001, *Civil Aircraft Landing Permits*, are not subject to the restrictions cited in this Agreement.
- j. The Joint Use Implementation Plan at Attachment B establishes procedures for aircraft movement, air traffic control, snow and ice removal, preventing foreign object damage, and other necessary operational and security measures.

2. MAINTENANCE AND CONSTRUCTION

- a. Air Force-owned airfield pavements made available for use under this Agreement shall be for use on an “as is, where is” basis. In easement areas and DELDOT-owned areas, DELDOT shall be responsible for pavement maintenance at no cost to the Air Force.
- b. Dust or any other erosion or nuisance that is created by, or arises out of, activities or operations by civil aircraft authorized under this Agreement shall be corrected by DELDOT at no expense to the Air Force, using standard engineering methods and procedures.
- c. The Air Force shall not be liable for any damage to or destruction of any civil aircraft or for personal injuries or death arising from bird or wildfire collision with civil aircraft.

- d. DELDOT, and its agents, shall comply with procedural and substantive requirements established by the Air Force, Federal, State, and local government agencies with respect to the control of air, water, and noise pollution; and hazardous and solid waste disposal of premises used in connection with this Agreement, including those available through easement and DELDOT-owned properties.
- e. DELDOT, and its agents, shall be responsible for cleaning up fuel and hazardous waste spills and for controlling materials that could cause foreign object damage to aircraft in easement and DELDOT-owned areas. Such responsibilities shall be shared in the joint areas if caused by civil aircraft authorized use under the terms of the Agreement. All such clean-ups shall be at no expense to the Air Force except those cleanups necessitated by aircraft using the State facility in the course of Official government business.
- f. The Air Force shall be responsible for snow removal only as required for accomplishing the military mission. DELDOT shall be responsible for snow removal in easement and DELDOT-owned areas.
- g. Coordination with the DAFB Base Civil Engineer is required for planning and construction of new structures or exterior of existing structures that are owned by DELDOT to ensure compliance with airfield obstruction and clearance criteria. Further, billboards or signs of any nature shall not be erected on or adjacent to the airfield without prior written approval from the DAFB Civil Engineer. Construction of the new taxiway and apron and related components is subject to the standards and requirements set forth in Attachment C.

3. DELDOT ASSIGNS

DELDOT's obligation under this Agreement may be performed by a fixed based operator pursuant to a contract with DELDOT. Such fixed based operator shall have the right to use the flying facilities in accordance with the terms and conditions of this Agreement, subject to any limitations contained in its contract with DELDOT.

4. PAYMENT

DELDOT may collect landing fees and other fees and or charges from civil aircraft authorized use of DAFB under this Agreement. DELDOT shall reimburse the Air Force in accordance with the provisions set forth in Attachment B. Reimbursement shall be made whether or not fees are charged or collection efforts are successful. Commercial aircraft that have contractual agreements with the United States government and that are using the Civil Air Terminal are not included in the operations count.

5. SERVICES

DELDOT, or its agent, shall be responsible for providing services, maintenance, and emergency repairs for civil aircraft authorized to use DAFB under this Agreement, at no cost to the Air Force. Air Force assistance may only be provided when necessary to satisfy or protect the interests of the Air Force or otherwise authorized by law. If Air Force assistance is required to repair an aircraft, DELDOT shall reimburse the Air Force for all expense of such services. Any required reimbursement shall be paid not less frequently than quarterly based on an itemized invoice provided by the DAFB. These charges are in addition to the charges specified in Attachment B.

6. FIRE PROTECTION AND CRASH RESCUE

- a. The Air Force maintains the level of firefighting and crash/rescue capability required to support the military at DAFB. Air Force firefighting and crash/rescue equipment shall not be routinely parked on the airfield during non-emergency landing by civil aircraft. However, the Air Force agrees to respond to the fire and crash/rescue emergencies involving civil aircraft outside the hangars or other structures on DELDOT/Kent County property within the limits of its existing capabilities, equipment, and available personnel, at the request of DELDOT or the pilot of an aircraft, subject to subparagraphs b, c, and d below. The senior fire official shall determine when the emergency is terminated.
- b. DELDOT shall be responsible for installing, operating, and maintaining, at no cost to the Air Force, the equipment and safety devices required for all aspects of handling/support for aircraft on the ground in accordance with the FARs and National Fire Protection Association (NFPA) procedures and standards.
- c. DELDOT agrees to release, acquit, and forever discharge the Air Force, its officers, agents, and employees from all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force firefighting and/or crash/rescue equipment or personnel for fire control and crash/rescue activities pursuant to this Agreement. DELDOT further agrees to indemnify, defend, and hold harmless the Air Force, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of, or failure to supply Air Force firefighting and/or crash/rescue equipment or personnel.
- d. DELDOT shall reimburse the Air Force for expenses incurred by the Air Force for firefighting and/or crash/rescue materials expended in connection with providing such service to civil aircraft. The Air Force may, at its option, with concurrence of the National Transportation Safety Board (NTSB), remove crash civil aircraft from Air Force-owned pavements or property and shall follow existing Air Force directives and/or instructions in recovering the cost of such removal.

- e. Failure to comply with the above conditions may result in termination of fire protection and crash/rescue response upon reasonable notice to cure and/or termination of this Agreement under the provisions of paragraph 10 herein.
- f. The Air Force commitment to assist DELDOT with fire protection shall continue only so long as a fire fighting and crash/rescue organization is authorized for military operations at DAFB. The Air Force shall have no obligation to maintain or provide a fire fighting, and crash/rescue organization or firefighting crash/rescue equipment; or to provide any increase in firefighting and crash/rescue equipment or personnel or to conduct training or inspections for purposes of assisting DELDOT with fire protection.
- g. DELDOT and its operating contractor or fixed base operator shall provide the DAFB Civil Engineer with an executed release and indemnification undertaking as specified in Air Force Instruction 32-2001, The Fire Protection Operations and Fire Prevention Program. DELDOT's responsibility under such an undertaking is limited by paragraph 8 herein. DELDOT shall not permit any operations under this Agreement unless the responsible contractor or fixed base operator has such an undertaking in effect.

7. LIABILITY AND INSURANCE

- a. DELDOT shall assume all risk of loss and/or damage to property or injury to or death of persons by reason of civil aircraft use of DAFB under this Agreement, including but not limited to risks connected with the provision of services or goods by the Air Force to DELDOT or to any user under this Agreement. DELDOT further agrees to indemnify and hold harmless the Air Force against, and to defend all DELDOT expense to the extent allowable under Delaware Law, all claims for loss, damage, injury, or death sustained by any individual or corporation and arising out of the provision of services or goods by the Air Force to DELDOT or to any user, whether the claims be based in whole or in part on the negligence or fault of the Air Force or its contractors or any of their officers, agents, and employees, or based on any concept of strict or absolute liability, or otherwise.
- b. DELDOT shall carry a policy of liability and indemnity insurance satisfactory to the Air Force, naming the United States of America as an additional insured party, to protect the Government against any of the aforesaid losses and/or liability, in the sum of not less than six million dollars (\$6,000,000) bodily injury and property damage combined for any one accident. The policy shall provide that: (1) no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice to the Commander, 436th AW, 201 Eagle Way, Room 101, DAFB, Delaware 19902-7209; (2) any losses shall be payable notwithstanding any act or failure to act or negligence of DELDOT or the Air Force or any other person; and (3) the insurer shall have no right of subrogation against the Air Force. The amount of coverage is subject to periodic review at the request of either the Air Force or DELDOT and shall be changed only by mutual agreement of both parties.

8. DELDOT CONFINES

Notwithstanding any other provision to the contrary contained in this Agreement, it is expressly agreed by the Air Force, and any assigns, that DELDOT's monetary obligations, including performance of any covenant requiring or resulting in the expenditure of money, under this Agreement, or expressly limited to the extent of appropriations made by the General Assembly or any applicable Federal appropriating body and nothing contained in any other paragraph of this Agreement shall be construed as creating any monetary obligation on the part of DELDOT beyond such current and specific appropriations. In the event that the General Assembly of Delaware or any appropriate Federal body fails to appropriate the specific funds necessary to continue this Agreement, the Agreement shall be terminated at the end of the last fiscal year for which such appropriation is available. In such event, all obligations of DELDOT requiring the expenditure of money shall cease. If a default has occurred by DELDOT hereunder, then DELDOT's obligations to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money are expressly limited to the extent of the sum of the following: (a) specific appropriations made to fund this Agreement; (b) any other funds of DELDOT legally available to be applied to the payment of satisfaction of DELDOT's obligations hereunder, and nothing in this Agreement shall be constructed as creating or monetary obligation on the part of DELDOT beyond them amount as set forth in this sentence.

9. TERM OF AGREEMENT

This Agreement shall become effective on the day immediately following the date of its execution by both parties hereto and shall remain in force and effect for a term of 50 years, unless otherwise renegotiated or terminated under the provisions of Paragraph 10 herein, but in no event shall the agreement survive the termination or expiration of DELDOT's right to use by easement the land areas used in connection with joint use.

10. RENEGOTIATION AND TERMINATION

- a. The Commander, 436th AW, DAFB, may suspend the civil aircraft operations authorized under the terms of this Agreement at any time for up to twenty four (24) hours every other day with twenty-four (24) hours of operations allowed between suspensions or for the duration of a military exercise or for contingency operations when required by military necessity under conditions of national emergency. DELDOT, and its agents, shall be provided as much notice as feasible for any such suspension. The Commander, 436th AW, shall determine what constitutes "feasible notice".
- b. DELDOT may terminate the Agreement at any time by giving ninety (90) days written notice to the Commander, 436th AW, DAFB.

- c. Notwithstanding any other provision of this Agreement, the Air Force may terminate this Agreement (1) at any time by the Secretary of the Air Force, or (2) at any time during any national emergency, preset or future, declared by the President or the Congress of the United States, or (3) in the event that DELDOT ceases to operate the civil facilities at DAFB for reasons other than lack of appropriated monies as cited in paragraph 8 herein for a period of one (1) year, or (4) in the event DELDOT violates any of the terms and conditions of this Agreement and continues and persists therein for thirty (30) days after written notification.
- d. The failure of either the Air Force or DELDOT to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be constructed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, or provisions. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by such party.

11. SUPERSEDED AGREEMENT

This Agreement supersedes and replaces in its entirety the Join Use Agreement between the Air Force and DELDOT, dated 18 December, 1997, upon its execution by both parties hereto.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth below opposite their respective signatures.

UNITED STATES AIR FORCE

Date: _____

By: _____

XXXXXXXXX
Deputy Asst. Secretary of the Air Force
(Installations)

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Date: _____

By: _____

Secretary

ATTACHMENT A

DESCRIPTION OF TAXIWAYS

Taxiway 1

Beginning at a point in the Northwesterly boundary of lands of the United States of America (Dover Air Force Base), said point being 26.26 feet Northerly of the intersection of said boundary line with the Northerly right-of-way line for lands of the State of Delaware (County Road Number 348, also known as Horsepond Road); thence by said boundary line North 11 degrees 27 feet East, a distance of 270.0 feet; thence South 78 degrees 33 feet East, a distance of 230 feet to the Westerly edge of the paved taxiway parallel to the Dover Air Force Base primary runway (01/19); thence along the edge of said taxiway South 11 degrees 27 feet West, a distance of 270.0 feet; thence North 78 degrees, 33 feet West, a distance of 230 feet to the point of beginning.

Taxiway 2

Beginning for an aircraft access easement at a property corner for the lands of the United States of America, Dover Air Force Base, as described in Deed Book W-33 at page 317; said corner being common to the aforementioned lands of the United States of America, Dover Air Force Base, and the lands of the State of Delaware, as described in Deed Book D-35 at Page 65; said corner also being the intersection between the North 11 degrees, 27 feet East 1224 feet line and the North 78 degrees, 33 feet West 450.11 feet line on the aforementioned boundary of Dover Air Force Base; running thence from said point of beginning, across said lands of Dover Air Force Base, the following courses: South 78 degrees, 33 feet East 230 feet to a point on the westerly edge of the paved taxiway that runs parallel to the paved main runway (01/19) for Dover Air Force Base; thence, with said westerly edge of the paved taxiway, continuing across the lands of Dover Air Force Base, North 78 degrees, 33 feet West 230 feet to the aforementioned property line separating the lands of Dover Air Force Base from the lands of the State of Delaware, running thence, with said property line separating Dover Air Force Base from the lands of the State of Delaware, North 11 degrees, 27 feet East 320 feet to the point of beginning; containing 73,600 square feet, or 1.68962 acres; subject to conveyances, covenants, easements and/or restrictions of record.

ATTACHMENT B

JOINT USE IMPLEMENTATION PLAN

This plan implements the Agreement for Joint Use of DAFB between the Air Force and the Delaware Department of Transportation (DELDOT). It establishes procedures governing civil aircraft use of the flying facilities at DAFB and provides specific instructions concerning civil aircraft operations, emergencies, facility maintenance, and other matters.

1. Operations

- a. Civil aircraft operations at DAFB shall be pursuant to the Joint Use Agreement and DAFB Regulation 55-1, which is hereby made a part of this document by reference. Copies of the regulation shall be provided to DELDOT and its representatives.
- b. Individuals entering DAFB without proper authority and civil aircraft taxing without approval from ground control are subject to disciplinary action as outlined in Air Force and DAFB security directives. All personnel and vehicles entering or exiting the DELDOT air terminal complex shall be by use of Horsepond Road. Roads on DAFB shall not be used for employee or passenger convenience or for servicing at the air terminal or of civil aircraft. Except for taxiing aircraft, entry to the DELDOT air terminal complex from DAFB is strictly limited to emergency dispatch of security personnel, the fire department, and medical and disaster response teams. DELDOT or its representatives shall be responsible for the security of the civil facility.
- c. DELDOT shall be responsible for the maintenance of its taxiway and apron lighting. The Air Force shall operate runway and taxiway lights and maintain lighting on its runways and taxiways.
- d. DELDOT or its representatives shall be responsible for monitoring aircraft parking capacity at the DELDOT air terminal complex and for requesting that DAFB Base Operations take action to temporarily suspend civil landings when capacity has been reached. Civil aircraft landings shall remain suspended until DAFB Base Operations receives notification that space is again available for civil aircraft parking.
- e. DELDOT shall be responsible for arranging for removal of civil aircraft that become inoperable for any reason, including aircraft accidents, while on the Air Force runways or taxiways. However, the Air Force reserves the right to remove such aircraft, if required, as stipulated in paragraph 6d of the Joint Use Agreement. Removal operations shall not begin without approval from DAFB Base Operations and such activity shall be under positive radio control at all times.

- f. DELDOT or its representatives shall provide DAFB Base Operations with commuter flying schedules on a quarterly basis. Timely notification of anticipated schedule changes is also required.
- g. DELDOT shall provide DAFB Base Operations a list of approved, potential general aviation users, to include aircraft type and Federal Aviation Administration registration numbers. DELDOT shall update the list as required. It is understood that use may be denied to general aviation operators if their aircraft are not on the DELDOT list.
- h. DELDOT shall advise eligible general aviation operators that prior permission is required from DAFB Base Operations before landing and that operators failing to obtain final approval from DAFB Base Operations may be denied landing.
- i. DELDOT or its representatives shall coordinate with DAFB Base Operations concerning non-flying activities at the DELDOT air terminal that may impact on DAFB or its operations.

2. Emergencies

- a. DELDOT or its representatives shall notify DAFB Air Terminal Control Tower of all emergencies as soon as possible.
- b. DELDOT or its representatives may contact DAFB Air Traffic Control Tower for assistance in responding to an aircraft fire or explosion. Assistance for all other fire emergencies, including automobile fires, shall be provided by local community fire departments. DELDOT or its representatives shall provide the Fire Department at DAFB with a fire rescue plan for the aircraft types that shall be using the DELDOT air terminal facilities.
- c. Medical assistance from the hospital staff at DAFB shall not be provided for illness occurring in the facilities at DELDOT air terminal or on a civil aircraft. However, medical assistance shall be provided as follows:
 - (1) On-scene emergency medical care at aircraft accidents that occur on DAFB. If required, a patient shall be taken to the hospital at DAFB for stabilization. When stabilized, the patient shall be transported to a civilian hospital by ambulance or, if necessary for medical reasons, by helicopter.
 - (2) On-scene emergency medical care if requested and directed by civil authorities at aircraft accidents that occur outside the boundaries of DAFB, if approved by appropriate military authority. Normally, victims of off-base accidents shall not be treated at the DAFB hospital.
- d. Wreckage removal is addressed in paragraph 1e. herein.

- e. DELDOT or its representatives shall immediately notify DAFB Air Traffic Control Tower of aircraft hijackings, bomb threats, or other criminal activities that pose a threat to personnel, operations, or facilities on DAFB. Procedures set forth in FAA Handbook 7110.65, Air Traffic Control, and appropriate Air Force and DAFB directives shall be used in responding to such incidents.
- f. Media inquiries concerning aircraft accidents/incidents shall be handled by Public Affairs at DAFB if it involves military aircraft and by DELDOT or its representatives if it involves civil aircraft. DELDOT shall direct all inquiries on military aircraft accidents/incidents to the DAFB Public Affairs Office and advise the DAFB Public Affairs Office of its response to inquiries on civil aircraft accidents/incidents.

3. Maintenance

- a. DELDOT or its representatives shall coordinate all snow removal or other maintenance activities with DAFB Base Operations prior to entering DAFB. Maintenance must not interfere with use of the DAFB perimeter security road or taxiway.
- b. DELDOT or its representatives must notify DAFB Base Operations of any potential hazard to military operations posed by foreign objects on or adjacent to the runway that are attributable to DELDOT or civil aircraft activities.

4. Payment

- a. DELDOT's payment obligation shall be calculated on the actual number of civil operations conducted under the terms of this Agreement. DELDOT shall be charged one half of the applicable landing fee or \$20.00, whichever is greater, for each civil aircraft landing. On the first workday of January, April, July, and October, DAFB Base Operations shall compute the number of civil aircraft landings for the previous quarter. Computations shall be coordinated with DELDOT or its representatives, certified, and bill to DELDOT. Payment is due thirty (30) days from receipt of the bill and shall be sent to 436 AW/FM, Dover AFB DE 19902. Requests to renegotiate the landing fees or the percentage payable to the Air Force may be initiated by either party at any time. Changes shall become effective upon approval of both parties. Civilian aircraft under contract to the Air Force or other branch of the United States Military that use the DELDOT facilities for some portion of their mission shall be exempt from this landing fee. This exemption applies to the landing fee only, and not to fees charged by DELDOT for use of DELDOT services or facilities.
- b. When DELDOT declares the Commercial Ramp to be open for commercial business, the landing fees shall change as follows, based on Maximum Gross Takeoff Weight (MTOW):

| Aircraft w/MTOW from | Up to a MTOW of | Shall pay a landing fee of |
|----------------------|-----------------|----------------------------|
| 0 lbs | 12,499 lbs | \$0 |
| 12,500 lbs | 29,999 lbs | \$200 |
| 30,000 lbs | 79,999 lbs | \$250 |
| 80,000 lbs | 299,999 lbs | \$300 |
| 300,000 lbs | | \$500 |

5. Communication

- a. Questions, complaints, or inquiries concerning joint use shall be directed to DAFB Airfield Operations Flight Commander.
- b. Complaints concerning aircraft noise shall be directed to the Public Affairs Office at DAFB. DELDOT assistance and coordination shall be required in responding to noise complaints associated with civil aircraft operations.

ATTACHMENT C

CONSTRUCTION STANDARDS AND REQUIREMENTS FOR TAXIWAY

1. Subject to approvals required herein, and granting of an easement for a new 75ft runway, the Delaware Department of Transportation (DELDOT) is authorized to construct, on the land granted in easement, a single taxiway, approximately 75 feet wide, from DAFB to the DELDOT air terminal.
2. All taxiway construction shall be accomplished at no expense to the Air Force.
3. Prior to commencement of taxiway construction, all plans, drawings, specifications, and sitings must be submitted to and approved by the DAFB Base Civil Engineer.
4. The taxiway, taxiway lighting, markings, and other appurtenances must be constructed to Air Force standards.
5. Construction is subject to inspection by representatives of the Federal Aviation Administration and Air Force to ensure compliance with approved plans and specifications and the terms of the Agreement.
6. To ensure minimum interference with military activities during construction, DELDOT must obtain written approval for the construction schedule from the DAFB Base Civil Engineer prior to execution of the construction contract. DELDOT shall require its contractors to adhere to the approval schedule and to perform work at such times and in such a manner as not to unnecessarily interfere with military facilities or operations.
7. The Commander, 436th AW, DAFB, shall have the right to temporarily suspend work if necessary for mission requirements and or safety considerations. The contractor may be required to temporarily vacate the premises. In such instances, DELDOT its agents, or contractors shall have no claim of any character on account thereof against the Air Force, or any officer, agent, contractor, or employee thereof.