



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

NORWOOD AIRPORT COMMISSION

POSTING

NOTICE IS HEREBY GIVEN THAT A PUBLIC MEETING OF THE NORWOOD AIRPORT COMMISSION WILL BE HELD:

DATE: Wednesday, January 13, 2021

TIME: 4:00 p.m.

PLACE: This meeting will be conducted digitally using *Go To Meeting*. Directions explaining how to join the meeting can be found on page four of the agenda.

The Chair reserves the right to call items on the agenda out of order. The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting at least forty-eight (48) hours prior to the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. Items listed for executive session may be discussed in open session, in addition to or in lieu of discussion in executive session.

MEETING AGENDA

1. PROJECTS

- AIP project update: *DuBois & King*

2. MINUTES

- 12/9/20 regular business meeting
- 12/16/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- Payment request #3, AIP No. 3-25-0037-039-2020 (post-construction monitoring)
- Payment request #3, AIP No. 3-25-0037-041-2020 (environmental assessment)
- FAA – sponsor verification of intent
- Taxiway D construction/obstruction removal grant project, engineering contract
- Gregory Grant, security badge revocation

6. CORRESPONDENCE:

- 1-8-21 reserve fund transfer request to replace damaged security equipment
- FAA – sponsor verification of intent form
- Payment request #3, AIP No. 3-25-0037-039-2020 (post-construction monitoring)
- Payment request #3, AIP No. 3-25-0037-041-2020 (environmental assessment)
- 12-21-20 letter from Airport Commission to BEH re: approved leases/B&H licensed area
- 12-17-20 letter from Airport Manager to Gregory Grant re: security badge suspension
- *Flight Level Norwood, LLC* v. Town of Norwood, document subpoena
- *Boston Executive Helicopters, LLC* v. Town of Norwood, Notice of Appeal
- 12-14-20 letter to N. Hartzell from M. Makarious re: DC-3 apron fueling interest
- 12-9-20 letter from Airport Manager to *AIR 2, LLC* re: unauthorized operations
- 12-9-20 letter from P. Eichleay to Airport Commission re: DC-3 apron fueling interest
- 12-8-20 letter from N. Hartzell re: Civil Action No. 1982CV01099
- Motion to Dismiss re: Civil Action No. 1982CV01099
- Memorandum of Decision and Order re: Civil Action No. 1982CV01099

7. EXECUTIVE SESSION

Purpose 3 for executive session (M.G.L. c. 30A, § 21(a)(3)) – To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: *Boston Executive Helicopters, LLC* v. Town of Norwood et al., U.S. District Court-Massachusetts Civil Action No. 1:15-cv-13647-RGS.

- 12/9/20 executive session minutes

Here is additional information about how to attend the meeting using GoToMeeting:

Norwood Airport Commission, Regular Business Meeting

Wed, January 13, 2021 4:00 PM – 5:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/528334645>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 528-334-645

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/528334645>

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
December 9, 2020**

In Attendance:

Commissioners: Mark Ryan, Chairman; Michael Sheehan, Vice Chairman; John Corcoran; Russ Maguire, Airport Manager

Meeting Called to Order: 3:30 PM

NCM is recording this meeting.

Meeting via GoToMeeting

PROJECTS

- AIP Project update, DuBois & King, Jeff Adler
Jeff Adler updated the Commission regarding the environmental assessment for the paved safety areas and Taxiway C relocation. Initial submission was made to MEPA and on target to hear back by the end of December. The goal is getting all permits in hand and the variance at the end of 2021.

Mr. Adler discussed the construction project for 2021, which is the relocation of small Taxiway D stub as well as obstruction removal of approaches to the four runway ends. The project needs to be out to bid by mid-March, open bids in mid-April and apply for grant application before May 1.

MINUTES

- 11/18/20 Regular Business Meeting

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the minutes with the spelling correction made.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

AIRPORT MANAGER'S REPORT

Mr. Maguire addressed the upcoming construction project for 2021. DuBois & King submitted an engineering fee proposal for \$331,275. There was also an independent fee estimate in the amount of \$312,600 which was conducted as required by FAA. Even though Dubois & King was higher than the independent fee estimate, it is within the 10% margin. Mr. Maguire added to page two the financial matrix showing revenues received in the last three weeks. The BOS asked that FY2021 revenues be included as well and total 2020 financial numbers.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the Airport Manager's Report.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

OLD BUSINESS

- Flight Level Norwood, LLC (FLN), vehicle parking outside gate 3 taxi-lane object-free area

Attorney Makarious looked into the leases to see if there was any issues with the Commission not objecting to Flight Level painting the parking spaces. He stated that the Commission doesn't have to take any action. Mr. Sheehan would like to be sure that the Flight Level plan and correspondence gets filed.

NEW BUSINESS

- West apron lease, Boston Executive Helicopters, LLC (BEH)
- DC-3 apron lease, BEH

Mr. Loeffler and Mr. Makarious discussed revisions to the leases.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to direct Counsel for NAC to make the necessary changes available to BEH and bring the leases back to the Commission for approval at the next meeting.

CORRESPONDENCE

- 11/10/20 letter from J. Seltsam-Wilps, of FAA, to M. Ryan, of NAC, re: grant close-out confirmation for AIP No. 3-25-0037-037-2017
- 11/18/20 letter from E. Loeffler, representing BEH, to M. Makarious, representing the NAC, re: FLN proposed parking plan on Lot Z
- 12/4/20 letter from N. Hartzell, representing FLN, to M. Makarious, representing the NAC, in response to E. Loeffler's 11/18/20 letter to M. Makarious
- DC-3 apron lease signed on 12/4/20 by C. Donovan, of BEH
- West apron lease signed on 12/4/20 by C. Donovan, of BEH
- 11/20/20 memorandum and order by Judge Richard Stearns, on plaintiff's motion to enforce settlement agreement, impose sanctions and award attorneys' fees, U.S. District Court, Civil Action No. 15-13647-RGS (Boston Executive Helicopters, LLC v. Francis T. Maguire, et. al)

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to file the correspondence.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy with respect to litigation, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: Boston Executive Helicopters, LLC v. Town of Norwood et al., U.S. District Court – Massachusetts Civil Action No 1:15-CV-13647-RGS;

- 11/18/20 executive session minutes.

The open session and executive session will be adjourned at the end of the executive session meeting.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 4:15 p.m.

The minutes of the NAC will be published on the Town Website.

MEETING ADJOURNED: 4:36 PM

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
December 16, 2020**

In Attendance:

Commissioners: Mark Ryan, Chairman; John Corcoran; Russ Maguire, Airport Manager

Meeting Called to Order: 12:00 PM

NCM is recording this meeting.

Meeting via GoToMeeting

- West apron lease, Boston Executive Helicopters, LLC (BEH)

After discussion on a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted 2/0 by roll call to sign the lease for the west apron with the condition that BEH submit an updated plan.

Mr. Corcoran: Yes

Mr. Ryan: Yes

- DC-3 apron lease, Boston Executive Helicopters, LLC (BEH)

After discussion on a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted 2/0 by roll call to sign the lease for the DC-3 apron with the condition that BEH submit an updated plan.

Mr. Corcoran: Yes

Mr. Ryan: Yes

On a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted 2/0 by roll call to adjourn the meeting.

Mr. Corcoran: Yes

Mr. Ryan: Yes

The minutes of the NAC will be published on the Town Website.

MEETING ADJOURNED: 12:08 PM

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-039-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 3	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER	

8. **PERIOD COVERED BY THIS REQUEST**

From: 10/30/2020 To: 12/17/2020

9. **RECIPIENT ORGANIZATION**

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

10. **PAYEE (Where check is to be sent if different than item 9)**

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 12/17/2020	\$ 27,671.95	\$	\$	\$ 27,671.95
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	27,671.95			27,671.95
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	27,671.95			27,671.95
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	27,671.95			27,671.95
h. Federal payments previously requested	22,893.70			22,893.70
i. Federal share now requested (Line g minus line h)	4,778.25			4,778.25
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Mark Middle Name: Last Name: Ryan Suffix: Title: Chairman

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

GRANT RECIPIENT INFORMATION

PROJECT INFORMATION

AIP Grant Number: 3-25-0037-039-2020

Description: Post Monitoring (Years 1 and 2)

Reimbursement No.

3

Federal Share %: 100%

100%

(1) Vendor/Class/Description	(2) Invoice Number	(3) Invoice Date	(4) Due Date	(5) Invoice Amount	(6) AIP Eligible Costs	(7) Non-Participating Costs	(8) AIP Share
DuBois & King/	1220142	12/22/20	Due	\$ 4,778.25	\$ 4,778.25	\$ -	\$ 4,778.25
						\$ -	
						\$ -	
						\$ -	
						\$ -	
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				AMOUNT OF THIS REIMBURSEMENT			
				\$	\$ 4,778.25	\$	\$ 4,778.25
				PREVIOUS REIMBURSEMENTS			
				\$	\$ 22,893.70	\$	\$ 22,893.70
				TOTAL REIMBURSEMENTS			
				\$	\$ 27,671.95	\$	\$ 27,671.95

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that all work is in accordance with the terms of the award.

Signature _____

Date _____

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Form approved Budget Bureau No. 04-R0004		1. PROJECT NO. 3-25-0037-039-2020	
SUMMARY OF PROJECT COSTS Print or type data requested. Read instructions on reverse before completing form.				2. GRANT AGREEMENT CONTRACT NO. 3	
				4. PERIOD ENDING 12/17/2020	
3. SPONSOR'S NAME AND ADDRESS Norwood Airport Commission, 125 Access Road, Norwood MA 02062				6. MAXIMUM FEDERAL FUNDS	
5. OFFICIAL NAME AND LOCATION OF AIRPORT Norwood Memorial Airport				10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)	
7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE			
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)
1. Administration	\$0.00	\$0.00	0%		
2. Engineering					
Permitting	\$32,790.00	\$21,313.50	65%		
Administration	\$17,185.00	\$6,358.45	37%		
Total	\$49,975.00	\$27,671.95	55%		
11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor; and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.					
DATE		SIGNATURE OF SPONSOR'S ENGINEER			



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

Norwood Airport Commission
Attn: Mr. Mark Ryan, Chairman
111 Access Road
Norwood MA 02062

December 22, 2020
Invoice No: 1220142
Project No: 326166

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.

For professional services rendered through December 17, 2020

For engineering services related to Post Monitoring

AIP NO. 3-25-0037-039-2020

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article C Permitting	\$ 32,790.00	65%	\$ 17,050.80	\$ 4,262.70	\$ 21,313.50
Article D Administration	\$ 17,185.00	37%	\$ 5,842.90	\$ 515.55	\$ 6,358.45
Total Contract Amount	\$ 49,975.00		\$ 22,893.70	\$ 4,778.25	\$ 27,671.95
Total Amount Earned to Date	\$ 27,671.95				
Less Previous Billing	\$ 22,893.70				
Total Amount Billed this Invoice	\$ 4,778.25				

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED <div style="border: 1px solid black; padding: 2px;">FAA/Airports Division</div>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY <div style="border: 1px solid black; padding: 2px;">3-25-0037-041-2020</div>	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST <div style="border: 1px solid black; padding: 2px;">3</div>	6. EMPLOYER IDENTIFICATION NUMBER <div style="border: 1px solid black; padding: 2px;">04-6001254</div>	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER <div style="border: 1px solid black; padding: 2px;"></div>	
8. PERIOD COVERED BY THIS REQUEST From: <div style="border: 1px solid black; padding: 2px;">10/30/2020</div> To: <div style="border: 1px solid black; padding: 2px;">12/17/2020</div>			
9. RECIPIENT ORGANIZATION Name: <div style="border: 1px solid black; padding: 2px;">Norwood Airport Commission</div> Street1: <div style="border: 1px solid black; padding: 2px;">111 Access Road</div> Street2: <div style="border: 1px solid black; padding: 2px;"></div> City: <div style="border: 1px solid black; padding: 2px;">Norwood</div> County: <div style="border: 1px solid black; padding: 2px;"></div> State: <div style="border: 1px solid black; padding: 2px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px;"></div> Country: <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px;">02062</div>			
10. PAYEE (Where check is to be sent if different than item 9) Name: <div style="border: 1px solid black; padding: 2px;">MassDOT - Aeronautics</div> Street1: <div style="border: 1px solid black; padding: 2px;">Logan Office Center</div> Street2: <div style="border: 1px solid black; padding: 2px;">One Harborside</div> City: <div style="border: 1px solid black; padding: 2px;">East Boston</div> County: <div style="border: 1px solid black; padding: 2px;"></div> State: <div style="border: 1px solid black; padding: 2px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px;"></div> Country: <div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px;">02128-2009</div>			

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 12/17/2020	\$ 94,582.72	\$	\$	\$ 94,582.72
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	94,582.72			94,582.72
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	94,582.72			94,582.72
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	94,582.72			94,582.72
h. Federal payments previously requested	74,110.04			74,110.04
i. Federal share now requested (Line g minus line h)	20,472.68			20,472.68
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Mark Middle Name: Last Name: Ryan Suffix: Title: Chairman

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

GRANT RECIPIENT INFORMATION

Name:	Norwood Airport Commission
Airport:	Norwood Memorial Airport
Address:	111 Access Road
City/State:	Norwood MA

AIP Grant Number: 3-25-0037-041-2020	Description: Environmental Asses
--------------------------------------	----------------------------------

Address: 111 Access Road
City/State: Norwood MA

100%

[illegible]

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due, which has not been previously requested and that all work is in accordance with the terms of the award.

Signature _____

Date _____

DEPARTMENT OF TRANSPORTATION

Form approved

1. PROJECT NO.

FEDERAL AVIATION ADMINISTRATION

Budget Bureau No. 04-R0004

3-25-0037-041-2020

SUMMARY OF PROJECT COSTS

2. GRANT AGREEMENT

CONTRACT NO.

3

Print or type data requested. Read instructions on reverse before completing form.

3. SPONSOR'S NAME AND ADDRESS

Norwood Airport Commission, 111 Access Road, Norwood MA 02062

4. PERIOD ENDING

12/17/2020

5. OFFICIAL NAME AND LOCATION OF AIRPORT

Norwood Memorial Airport

6. MAXIMUM FEDERAL FUNDS

7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)	
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)
1. Administration	\$4,000.00	\$4,000.00	100%		
2. Engineering					
Data Collection	\$31,745	\$ 31,745.00	100%		
Design	\$117,936	\$ 23,587.20	20%		
Permitting	\$107,450.00	\$32,142.24	30%		
Administration	\$22,202.00	\$3,108.28	14%		
Total	\$283,333.00	\$94,582.72	33%		

11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

DATE

SIGNATURE OF SPONSOR'S ENGINEER



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

Norwood Airport Commission
Attn: Mr. Mark Ryan, Chairman
111 Access Road
Norwood MA 02062

December 22, 2020
Invoice No: 1220144
Project No: 326165

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.

For professional services rendered through December 17, 2020

For engineering services related to Environmental Assessment I

AIP NO. 3-25-0037-041-2020

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article A Data Collection	\$31,745.00	100%	\$ 31,745.00	\$ -	\$ 31,745.00
Article B Design	\$117,936.00	20%	\$ 15,331.68	\$ 8,255.52	\$ 23,587.20
Article C Permitting	\$ 107,450.00	30%	\$ 20,369.12	\$ 11,773.12	\$ 32,142.24
Article D Administration	\$ 22,202.00	14%	\$ 2,664.24	\$ 444.04	\$ 3,108.28
Total Contract Amount	\$279,333.00		\$ 70,110.04	\$ 20,472.68	\$ 90,582.72
Total Amount Earned to Date	\$ 90,582.72				
Less Previous Billing	\$ 70,110.04				
Total Amount Billed this Invoice	\$ 20,472.68				



Norwood Memorial Airport

*111 Access Road
Norwood, MA 02062*

Phone: 781-255-5615

Fax: 781-255-5617

Email: airport@norwoodma.gov

December 21, 2020

Boston Executive Helicopters
c/o Christopher Donovan
209 Access Road
Norwood, MA 02062

RE: West Apron and DC-3 Apron Leases

Dear Mr. Donovan:

Attached are the approved leases for the West Apron and DC-3 Apron. We look forward to having Boston Executive Helicopters (BEH) as a tenant and the continued success of the business.

As you know, there is an area within the boundaries of the West Apron known as the Lot B & H Licensed Area. This area is shown on the plan prepared by Norwood Engineering Co., Inc., dated November 9, 2019 and, with the most recent revision date of March 11, 2020.

The B & H Licensed Area and License Agreement were agreed upon by the Norwood Airport Commission on January 24, 1996 and it provides benefits to the lessee of the abutting Lot G and a portion of Lot H. We trust that BEH will work with the lessee of Lot G and portion of Lot H to meet the terms and conditions of the License Agreement.

Please feel free to reach out to Airport Manager Russ Maguire with any questions.

Very truly yours,



Mark P. Ryan

Norwood Airport Commission - Chairman



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

**BY ELECTRONIC MAIL (gj.grnt@gmail.com);
and REGULAR MAIL**

December 17, 2020

Gregory J. Grant
1 Albion Place, #2
Charlestown, MA 02129

**Re: Suspension of OWD Security Badge and Unescorted Privileges
Following Operation of Personal Vehicle on Aircraft Operating Areas**

Dear Mr. Grant:

Please be advised that your security badge for Norwood Memorial Airport (OWD) has been suspended following your actions last night while driving on several OWD aircraft operating areas. With the suspension of your security badge, your unescorted privileges on this airport have been suspended as well.

The airport's access control system date/time-stamped your entry through security gate 2 at 9:54 p.m. on 12-16-20. At that time, I was working in the airport administration building, preparing for a major winter storm. In fact, I'd just filed a notice to airmen showing a patchy 1/8-inch of dry snow covering most of the aircraft operating areas.

Sometime after 9:54 p.m., you could be seen on the security cameras doing high speed 'donuts' and spin-outs on *Flight Level's* transient aircraft parking apron (by its terminal), then along the north/south taxi-lane, as well as on *Flight Level's* lots 6 & 7 leasehold, the west apron and DC-3 apron. This erratic, high speed driving—which even included screeching tires on the dry sections of pavement—continued, off and on, until about 10:15 p.m.¹

¹ One of our snow removal contractors, on the airport to begin readying his equipment for use during the storm, also witnessed your actions.

I left my office, got into one of the airport vehicles and met you as you were waiting inside the airport by security gate 2. I identified myself and asked you what you were doing. You responded by stating that you were waiting for your wife to arrive, to help you bring your aircraft into a hangar. I clarified my question by asking if it had been you performing high speed spin-outs and 'donuts' on some of the aircraft parking aprons. You responded 'yes,' that it was you. I told you to stop, citing my concern over your inobservance of the airport's regulations and your apparent lack of safety awareness. Among my concerns, it was noted to you that, on *Flight Level's* lots 6 & 7 leasehold, there were parked aircraft in close proximity to you as you were performing 'donuts' and spin-outs in your vehicle. You gave no indication that you had, or would, re-consider your actions—and in fact, you were confrontational.

At that time, I told you that you could move your aircraft into the hangar, after which your badge would be turned off. You then had the option of requesting an appearance before the Norwood Airport Commission (NAC), to ask that your unescorted privileges be restored. You were also told that if, prior to you and your wife leaving the airport, I witnessed any more of your driving last night which was endangering, I would notify the Norwood Police.

Your security badge has since been de-activated.

On July 17, 2018, you completed an application to be issued a security badge. The application listed you as an 'authorized pilot' to aircraft N407JC, registered and owned by *Plane Partners, LLC*, of Newton, MA.² Attached is the *Norwood Airport Security Identification* form you had signed before being issued your OWD security badge.³ As you'll note, paragraph two (highlighted) of the form, states the following:

"...Norwood Airport management reserves the right to revoke or suspend any OWD-generated security card for the purposes of airport security or violations of federal, state and/or local airport regulations."

According to the *Norwood Airport General Regulations*⁴, which are published on the Town of Norwood web site, below are several of the regulations you failed to observe last night, which led to my suspension of your security badge and unescorted privileges:

Section X (B) VEHICLES: "On the Airport premises, ground vehicle operators shall not exceed 15 m.p.h."

² *Plane Partners LLC*, 48 Amherst Road, Newton MA 02468; Attn: Frank E. Gundal, Agent and Manager

³ While generated locally by Norwood Airport management, all OWD badges are actually administered through the Massachusetts Department of Transportation/Aeronautics Division (MassDOT)

⁴ Approved by MassDOT in 2008

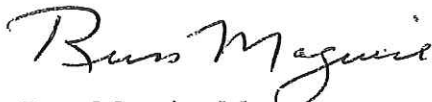
Section XV (1.) CONDUCT: "No person shall, at or upon the Airport, do or omit to do any act if the doing or omission thereof endangers or is likely to endanger persons or property."

Section XV (3.) CONDUCT: "No person shall commit a disorderly, obscene, indecent or unlawful act; commit any nuisance..."

As noted earlier, you're welcome to request an appearance before the NAC. However, pending further action by the board, you're required at all times to be under escort while on the aircraft operating areas of this airport. To be clear: You must be in the visible and responsible control of someone who holds an active OWD-generated security badge from my office.

Thank you in advance for your anticipated compliance.

Sincerely,



Russ Maguire, Manager
Norwood Memorial Airport

Attachment 1: Norwood Airport security badge, signature page

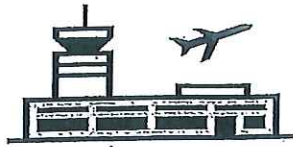
Attachment 2: *Norwood Airport General Regulations*, excerpt: Section X (B)

Attachment 3: *Norwood Airport General Regulations*, excerpt: Section XV (1.)

Attachment 4: *Norwood Airport General Regulations*, excerpt: Section XV (3.)

Cc: *Norwood Airport Commission; Mike Krawczyk, General Manager, Flight Level Norwood; Andrew Mihaly, Inspector, Massachusetts Department of Transportation/Aeronautics Division; Plane Partners LLC*

ATTACHMENT 1



N407JC

3806

8-2-2021

Norwood Airport Security Identification

TO THE SECURITY CARD HOLDER

The security card you are being issued will identify you as someone authorized to enter and move about the restricted aircraft operating areas, not only on the Norwood Airport (OWD), but also on the public-use, general aviation airports throughout Massachusetts. At all times, this card remains the property of the Town of Norwood. If cancelled or suspended, this card must be promptly returned to the Norwood Airport Manager's office.

Furthermore, when the required conditions under which the card was applied for are no longer met, Norwood Airport management has the responsibility to suspend or revoke the security card. Norwood Airport management reserves the right to revoke or suspend any OWD-generated security card for the purposes of airport security or violations of federal, state and/or local airport regulations.

Unauthorized use or duplication of this ID card is a violation of state and federal law.

By accepting the conditions for issuance of this ID card, the user agrees to abide by the Norwood Airport's rules regarding its proper use. These include the following:

- The security I.D. must be displayed whenever the cardholder enters the airport through any one of the three vehicle gates, or through the pedestrian gate adjacent to Gate 1. On all of the gate lanes, the taxi-lane and the ramp areas--except for the unrestricted aircraft operating area (just outside *Flight Level's* south passenger terminal)-- the badges must also be displayed.
- Acceptable display methods include the use of a neck lanyard (provided), a front shirt pocket clip, a shirtsleeve clip, or a belt loop reel.
- This card has been processed for the exclusive use of the undersigned. At no time is it deemed permissible to loan the card to another. However, cardholders are allowed to escort others onto the restricted aircraft operating areas, provided that those under escort remain under the **visible and responsible** control of the cardholder.
- The ID card shall remain at all times in the possession of the undersigned.
- Lost or stolen cards must be reported to the Airport Manager's office as soon as possible. **The cost of a replacement card is \$50.**

I, GABRIEL GRANT, have been administered a **Driver's Safety Training**
(Printed Name of Applicant)

Orientation (DVD and/or manual). As a motor vehicle operator, authorized to use OWD's vehicle security gates, I fully understand my driving responsibilities on the airport's non-movement operational areas.

Signature:

Date:

Security Card Pin #

ATTACHMENT 2

for any reason and/or amending or terminating any lease agreement.

VII. MAINTENANCE OF ASSIGNED AREA

Each operator will be responsible for keeping that organization's designated area in a clean and neat appearance at all times. The accumulation of oil caps, fuel drums, hoses, debris, trash and other used materials that would cause hazard or disorderly appearance to the area is prohibited. Buildings and all other structures under the care of the operator on the Airport premises shall be maintained in good repair and appearance, subject to the approval of the Commission.

VIII. UNAUTHORIZED OPERATIONS

No person, partnership, firm or corporation shall operate any business or concern at or on any part of the Airport premises without first having received a written permit, issued yearly by the Commission.

No person, partnership, firm or corporation shall operate any business or concern at or on any part of the Airport premises in a manner that conflicts or is inconsistent with, in whole or in part, the Airport Security Plan (*Attachment E*), the Airport's Storm Water Pollution Prevention Plan (*Attachment F*), and/or the Airport's best management practices.

IX. FLYING CLUBS

Non-profit aeronautical corporations or partnerships engaged in flight training may not use the Airport as a base for their operations without having first received a written permit from the Commission.

X. VEHICLES

- A. Per the Airport's Security Plan (*Attachment E*), no unauthorized drivers and/or vehicles shall enter the Airport premises without permission from the Airport Manager's office.
- B. On the Airport premises, ground vehicle operators shall not exceed 15 m.p.h.
- C. No ground vehicles requiring registration by the Commonwealth of Massachusetts are allowed on the Airport premises.

ATTACHMENT 3

2. No person shall place, discharge, or deposit in any manner offal, garbage, or any refuse on the Airport premises, except in receptacles provided for that purpose.
3. No person shall enter the Airport premises with an unrestrained domestic animal. All pets, except a "seeing eye" dog, shall be under leash at all times while on the Airport premises. For public safety, in the Airport's buildings, lessees shall exercise discretion and be exclusively responsible for ensuring that animals are properly restrained, confined and/or segregated from the public.
4. Per the Airport's Security Plan (*Attachment E*), passengers shall not be permitted to enplane or deplane except in the presence and under the escort of authorized FBO or SASO personnel, or a certificated and badged pilot. Except in the unrestricted Airport operations areas identified in *Appendix A* of the Airport Security Plan, all escorts must be in possession of, and display, a current security identification badge issued by the Massachusetts Aeronautics Commission.

XV. CONDUCT

1. No person shall, at or upon the Airport, do or omit to do any act if the doing or omission thereof endangers or is likely to endanger persons or property.
2. No person, unable to give satisfactory explanation of his/her presence, shall loiter in or about any common area, corridor, stairway, lobby, waiting room or other appurtenance of the Airport.
3. No person shall commit a disorderly, obscene, indecent or unlawful act; commit any nuisance; or abandon personal property on the Airport premises.

XVI. PRESERVATION OF PROPERTY

1. No person shall destroy, injure, deface or disturb, tamper with, or attempt to destroy, injure, deface or disturb any building, sign, equipment, fixture, marker, paved surface, other structure or property at or on the Airport.
2. No person shall injure, or deface, destroy, or disturb the trees, flowers, shrubs, or other vegetation, or trespass on lawns or seeded areas at or on the Airport.

ATTACHMENT 4

2. No person shall place, discharge, or deposit in any manner offal, garbage, or any refuse on the Airport premises, except in receptacles provided for that purpose.
3. No person shall enter the Airport premises with an unrestrained domestic animal. All pets, except a "seeing eye" dog, shall be under leash at all times while on the Airport premises. For public safety, in the Airport's buildings, lessees shall exercise discretion and be exclusively responsible for ensuring that animals are properly restrained, confined and/or segregated from the public.
4. Per the Airport's Security Plan (*Attachment E*), passengers shall not be permitted to enplane or deplane except in the presence and under the escort of authorized FBO or SASO personnel, or a certificated and badged pilot. Except in the unrestricted Airport operations areas identified in *Appendix A* of the Airport Security Plan, all escorts must be in possession of, and display, a current security identification badge issued by the Massachusetts Aeronautics Commission.

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1. No person shall, at or upon the Airport, do or omit to do any act if the doing or omission thereof endangers or is likely to endanger persons or property.
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2. No person shall injure, or deface, destroy, or disturb the trees, flowers, shrubs, or other vegetation, or trespass on lawns or seeded areas at or on the Airport.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 1982CV01099

FLIGHTLEVEL NORWOOD, LLC,
EAC REALTY TRUST II,
EAC REALTY TRUST IV, and
PETER EICHLEAY, in his capacity as Trustee of
EAC Realty Trust II and EAC Realty Trust IV,

Plaintiffs,

v.

TOWN OF NORWOOD,
BOARD OF SELECTMEN FOR
THE TOWN OF NORWOOD,
NORWOOD AIRPORT COMMISSION,
TONY MAZZUCCO, individually and in his
official capacity as Town Manager,
PAUL BISHOP, individually and in his official
capacity as Selectman, BOSTON EXECUTIVE
HELICOPTERS LLC, and CHRISTOPHER
DONOVAN,

Defendants.

DOCUMENT SUBPOENA

TO: Town of Norwood
566 Washington Street
Norwood, MA 02062

GREETINGS:

YOU ARE HEREBY COMMANDED in the name the Commonwealth of Massachusetts in accordance with the provisions of Rule 45 of the Massachusetts Rules of Civil Procedure to produce and to permit inspection and copying of the documents and electronically stored information on the attached Schedule A at the offices of Davids & Cohen, P.C., 40 Washington Street, Suite 20, Wellesley, MA 02481 on or before January 22, 2021.

HEREOF FAIL NOT, as you will answer your default under the pains and penalties of the law in that behalf made and provided by Eric H. Loeffler, Davids & Cohen, P.C. 40 Washington Street, Wellesley, Massachusetts 02481, (781) 416-5055.

Respectfully submitted,

BOSTON EXECUTIVE HELICOPTERS, LLC,

By its attorneys,

/s/ Eric H. Loeffler

Eric H. Loeffler, BBO #641289

DAVIDS & COHEN, P.C.

40 Washington Street, Suite 20

Wellesley, MA 02481

781-416-5055

eloeffler@davids-cohen.com

Dated: December 21, 2020

Dated: December 21, 2020

Notary Public

Schedule A

INSTRUCTIONS

1. You are requested to produce all documents that are in your possession, custody or control, or that you may obtain by reasonable inquiry, including documents in the possession of your employees, town officials or employees, officers, attorneys, accountants, advisors, or other persons directly or indirectly employed by, or connected with, you or your attorneys, or anyone else otherwise subject to your control.

2. The form or forms in which electronically stored information is to be produced should be in their native format, with metadata intact.

3. In the event that you object or claim a privilege with respect to any definition, instruction, or request for production, in whole or in part, you are requested to produce all documents (or portions thereof) requested in that portion of the request for production as to which you have no objection or claim of privilege.

4. As to documents responsive to these requests for which you claim a privilege, or which you claim are not subject to production, please provide a list describing each such document, and stating with respect to each document:

- (a) the type of document (e.g., letter, memorandum, e-mail, etc.);
- (b) the date of the document;
- (c) the title of the document;
- (d) the author(s) of the document;
- (e) the intended and actual recipients of the document;
- (f) the general subject matter of the document; and
- (g) the factual and/or legal bases for the claim of privilege or ground for non-production with respect to the document.

5. This Request for Production shall be deemed continuing so as to require an immediate supplemental response if any additional responsive documents are discovered, located, identified, or obtained after your complete production of documents responsive to this Request for Production of Documents. If such information is not provided, the undersigned may move at time of trial to exclude from evidence any documents requested and not provided.

DEFINITIONS

As used in the individual requests below, the following defined terms shall be construed in accordance with the following definitions:

1. The term "you" or "your" means the person or entity to whom these requests are directed, both in your individual and official capacities, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

2. The term "BEH" means the defendant, Boston Executive Helicopters, LLC, MII Aviation, Christopher Donovan, Moshe Yanai, and Joshua Fox, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

3. The term "the Town" means the Town of Norwood, Massachusetts, and any committee, board, department, agent, servant, employee, official or representative of same, including but not limited to the BOS, the Airport, the NAC, the Commissioners, Mazzucco and Bishop, and Bernard Cooper, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

4. The term "the Town's Attorneys" means: (1) the law firm Murphy, Hesse, Toomey and Lehan ("MHTL"), including but not limited to Brandon Moss, Karis North, Lena Kate Ahern, and/or any agent, servant, employee or representative of same; (2) the law firm of Anderson Kreiger ("AK"), including but not limited to David Mackey, Mina Makarious, and/or any agent, servant, employee or representative of same; and (3) the law firm Pierce Davis & Perritano ("PDP"), including but not limited to John Davis, Adam Simms, and/or any agent, servant, employee or representative of same.

5. The term "BMA" means Boston Metropolitan Airport, including Michael Pendergast and/or any agent, servant, employee, or representative of BMA, including but not limited to any attorney, accountant or consultant employed by or on behalf of BMA.

6. The term "BOS" means the Board of Selectmen for the Town of Norwood, Massachusetts, and any committee, member, agent, servant, employee, official or representative of same, including but not limited to any past or present attorney, representative, accountant or consultant employed by or on behalf of the same, including but not limited to Paul Bishop and former Town Manager, John Carroll.

7. The term "Airport" means the Norwood Memorial Airport, in Norwood, Massachusetts and/or any agent, servant, employee or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

8. The term "NAC" means the Norwood Airport Commission, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same. This includes but is not limited to current and past NAC members and/or attorneys, representatives, the Airport Manager, Russ Maguire, and any agent or attorney of the same.

9. The term "Commissioners" means any current or former commissioners or members of the NAC, in their individual and official capacities, and/or any agent, servant, employee or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

10. The term "Mazzucco" means the defendant, Tony Mazzucco, in his individual capacity and in his capacity as the Town Manager for the Town of Norwood, and/or any agent, servant, employee or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

11. The term "Bishop" means the defendant, Paul Bishop, in his individual capacity and in his capacity as Selectman for the Town of Norwood, and/or any agent, servant, employee or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

12. The term "FlightLevel" means the plaintiff, FlightLevel Norwood, LLC, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same. Flight Level shall also be deemed to include FlightLevel Norwood, LLC, EAC Realty Trust II, EAC Realty Trust IV, Peter Eichleay, individually and in his capacity as Trustee of EAC Realty Trust II and EAC Realty Trust IV, Alan Radlo, ARR Aviation LLC, ARR Aviation II LLC, Nicholas Burlingham, Eric Martignette, Neil Hartzell and all attorneys with LeClair Ryan, Flight Level Aviation, Papa Whisky 1, LLC, ARR Aviation Sales and Service, LLC, ARR LLC, East Coast Aviation, LLC, KR Diversified Inc., North Atlantic Air, Inc., any entity controlled by Alan Radlo, and/or any attorney, agent, servant, employee, or representative of same, including but not limited to any accountant or consultant employed by or on behalf of the same.

14. The term "Eichleay" means Peter Eichleay, in his individual capacity, as well as in his official capacity as an owner, officer, member or trustee of FlightLevel and/or EAC Trust, and/or any agent, servant, employee or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

15. The term "Norwood Engineering" means the engineering firm Norwood Engineering, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same.

16. The term "FAA" means the Federal Aviation Administration including but limited to any local, regional, or national employees or representatives, including attorneys or employees employed by or on behalf of same, including any Part 13 or 16 complaint, FAA Part 16 complaint, response, communication, corrective action plan (CAP) or communication with the FAA regarding the Airport, the Town, and/or any representative, attorney or consultant for same.

17. The term "DOT" means the Massachusetts Department of Transportation, and/or any agent, servant, employee, or representative of same, including but not limited to any attorney, accountant or consultant employed by or on behalf of the same. This includes but is not limited to the Aeronautics Division of the DOT, its employees, agents, attorneys, or representatives.

18. The Term "TMPU" means the Technical Master Plan Update, and any Master plan, for the Airport.

19. The term "TOFA" means any Taxi Way or Taxi Lane object free area, including any Taxi Way or Taxi Lane object free area, including but not limited to National Fire Protection Standards (NFPA) at the Norwood Memorial Airport.

20. The term "FAA Part 16 complaint" includes any FAA Part 16 or FAA Part 13 complaint, regarding the Norwood Airport. This includes the BEH Part 16 complaint, 16-15-05, and the BAC Part 16 complaint, 16-07-03. This includes any Corrective Action Plan, regarding any FAA complaint, including any land use or engineering for the Norwood Memorial Airport.

21. The term "Amended Complaint" means the Amended Complaint and any other amended pleadings filed by the plaintiffs in this action.

DOCUMENT REQUESTS

1. All documents which constitute, evidence, or relate to communications between you and FLN from January 1, 2018, including but not limited to documents mentioning or concerning in any way BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

2. All documents which constitute, evidence, or relate to communications between you and Eichleay from January 1, 2018, including but not limited to documents mentioning or concerning in any way BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

3. All documents which constitute, evidence, or relate to communications between you and BMA from January 1, 2018, including but not limited to documents mentioning or concerning BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

4. All documents which constitute, evidence, or relate to communications between you and Francis Maguire from January 1, 2018 to the present regarding or concerning BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

5. All documents which constitute, evidence, or relate to communications between you and Norwood Engineering from January 1, 2018, including but not limited to documents mentioning or concerning in any way BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

6. All documents which constitute, evidence, or relate to communications between you and the FAA from January 1, 2018, including but not limited to documents mentioning or concerning in any way BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

7. All documents which constitute, evidence, or relate to communications between you and the DOT from January 1, 2018, including but not limited to documents mentioning or concerning in any way BEH, FAA, FAA Part 16 Complaint, TOFA, TMPU, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

8. All documents which constitute, evidence, or relate to communication between you and any attorney or counsel for FlightLevel from January 1, 2018 to the present.

9. All documents which constitute, evidence, or relate to communication between you and DuBois & King, Inc. from January 1, 2018 to the present.

10. All documents which constitute, evidence, or relate to communication between you and Jeff Adler from January 1, 2018 to the present.

11. All documents or drafts concerning, referring, or relating to in any way the TMPU for the Airport.

12. Any electronic text messages sent or received after January 1, 2017 in your custody or control mentioning, concerning, or relating in any of the following regarding BEH,

FAA, FAA Part 16 Complaint, TOFA, TMPU, FLN, Norwood Engineering and/or FlightLevel's claimed property rights at the Airport.

13. All documents concerning, referencing, evidencing, or relating to in any way the taxi ways, taxi lanes, or object free areas for the Airport from January 1, 2017 to the present.

14. All communications between you and any person or entity (other than your counsel) regarding the settlement or Settlement Agreement between the Town and BEH in the action entitled Boston Executive Helicopters LLC v. Francis T. Maguire, et al. in Norfolk Superior Court, which was subsequently removed to the United States District Court for the District of Massachusetts, where it was filed as Civil Action No. 1:15-CV-13647-RGS.

15. All communications between you and any person or entity concerning existing or proposed aircraft fuel delivery truck routes at the Airport.

16. All communications between you and any person or entity concerning the February 15, 2017 vote of the NAC to have Town counsel work with FlightLevel to create a non-exclusive easement or other access right that would allow FlightLevel's fueling vehicles to travel over a portion of Lot H to access its fuel farm.

17. All communications between you and any person or entity concerning any existing or proposed leases, existing or proposed easements, existing or proposed licenses, or existing or proposed access rights of FlightLevel and/or BEH.

18. All documents concerning any plans or drawings of the Norwood Memorial Airport since 2014.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BOSTON EXECUTIVE HELICOPTERS, LLC,

Plaintiff,

v.

FRANCIS T. MAGUIRE, ET AL.,

Defendants.

C.A. NO. 15:CV-13647-RGS

NOTICE OF APPEAL

Notice is hereby given that the plaintiff, Boston Executive Helicopters, LLC (“BEH”), appeals to the United States Court of Appeals for the First Circuit from (1) this Court’s November 20, 2020 Memorandum and Order on Plaintiff’s Motion to Enforce Settlement Agreement, Impose Sanctions and Award Attorney’s Fees, and (2) all orders and rulings related thereto.

Respectfully submitted,

BOSTON EXECUTIVE HELICOPTERS, LLC,

By its attorneys,

/s/ Eric H. Loeffler

Eric H. Loeffler, BBO #641289

DAVIDS & COHEN, P.C.

40 Washington Street, Suite 20

Wellesley, MA 02481

781-416-5055

eloeffler@davids-cohen.com

Dated: December 21, 2020

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above documents, filed through the Electronic Case Filing System, was served upon the attorney of record for each party by email and by electronic means on December 21, 2020.

/s/ Eric H. Loeffler
Eric H. Loeffler

ANDERSON KREIGER

MINA S. MAKARIOUS
mmakarious@AndersonKreiger.com
T: 617-621-6525

December 14, 2020

By Email

Neil Hartzell
Freeman Mathis & Gary, LLP
60 State Street
Suite 600
Boston, MA 02109
nhartzell@fmglaw.com

Re: EAC Realty Trust IV-July 17, 1987 Tank Farm Sublease (the "Sublease")-Option to Install Fuel Dispensing Equipment on the DC-3 Apron and Piping Across Lot H

Dar Neil:

I write in regards to Peter Eichleay's letter to the Norwood Airport Commission dated December 9, 2020, regarding the above-captioned matter. Mr. Eichleay states that he is providing "formal notice of Lessee's election to install and maintain...a fuel dispensing facility on the DC-3 Apron" as well as piping to that facility from Lot H.

Section 7 of the Sublease, to which the NAC is not a party, purports to grant the Lessee the right to install and maintain fuel dispensing facilities, and piping, "all subject to obtaining the approval of the Norwood Airport Commission." Putting aside potential questions regarding the scope and vitality of these purported rights, which neither FlightLevel nor its predecessors in interest have sought to invoke in the 33 years since the sublease was executed, Mr. Eichleay's correspondence contains no indication that FlightLevel seeks the required approval now. At a minimum, any such request for approval would have to be supported by detailed documentation describing the proposed facility. As FlightLevel has not provided any information regarding a proposed fuel dispensing facility, it may not seek approval for such a facility much less proceed to install one on the DC-3 Apron.

Sincerely,

/s/ Mina S. Makarious

Mina S. Makarious



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

BY E-MAIL (dbrown@air2.com)

December 9, 2020

AIR 2, LLC

Attn: David Brown, Director of Safety and Training
Tri-Cities Regional Airport
100 Cargo Center Drive, Suite CC102
Blountville, TN 37617

RE: N240FL Operations at OWD

Dear Mr. Brown:

At about 7:40 a.m. this morning, the pilot of a helicopter (N240FL) registered to your company, *AIR 2, LLC*, attempted to take off from an unauthorized helicopter operating area here at Norwood Memorial Airport (OWD) in Massachusetts. The area in question is located with our security gate 2 taxi-lane object-free area.

OWD's air traffic control tower advised the pilot that this was an unauthorized helicopter operating area, which I also reinforced on the tower frequency. The pilot ultimately shut down the aircraft, after which it was ground-handled to an authorized helicopter operating area.

For several months now, your company has had one or several air crews operating out of OWD. Up until this morning, *AIR 2* flights—to the best of my knowledge—have always been to/from one of the authorized helicopter parking circles on the south quadrant of the airport.

For context: In 2008, the *Norwood Airport General Regulations* were approved by the Massachusetts Department of Transportation/Aeronautics Division. Of particular note is *Attachment D (Helicopter Procedures)*, which, in the highlighted section, states: "Transient helicopters shall park in the designated helicopter parking circles on the south end of the north/south taxi-lane; or, on the north end of the north/south taxi-lane..."

Moving forward, please ensure that your company's air crews fully understand where they are authorized to operate while at OWD.

Finally, your confirmed receipt of this letter would be appreciated.

Thank you.

Sincerely,

A handwritten signature in cursive script, reading "Russ Maguire".

Russ Maguire, Manager
Norwood Memorial Airport

Cc: Norwood Airport Commission; Mike Krawczyk, General Manager, *Flight Level
Norwood*

Attachment: *Norwood Airport General Regulations, Attachment D (Helicopter Procedures)*

ATTACHMENT D**HELICOPTER PROCEDURES****I. GENERAL**

1. Air taxiing and hovering over aircraft, vehicles, buildings and/or people is prohibited.
2. All air taxiing shall be executed at an altitude/airspeed adequate to allow a safe emergency landing.
3. Transient helicopters shall park in the designated helicopter parking circles on the south end of the north/south taxi-lane; or, on the north end of the north/south taxi-lane. The pilots of transient helicopters shall check in at the FBO desk.

II. FBO HELICOPTER RAMP

1. Operations on the FBO helicopter ramp adjacent to, and north of Hangars 4 and 5 shall be coordinated between the FBO and the Airport Manager, and shall be restricted to FBO operations.
2. Transient helicopter operations are prohibited on the FBO helicopter ramp unless specifically authorized in writing by the Airport Manager
3. Helicopter flight training is prohibited on the FBO helicopter ramp.
4. All helicopters air taxiing on the FBO helicopter ramp shall follow the yellow taxiing line to/from the point of departure. The point of departure is that area east of the north/south taxi-lane, identified on the attached sketch.
3. A safety training program shall be conducted by the FBO with all authorized users of the helicopter area.



FLIGHT LEVEL AVIATION

Phone: 781.769.8680
Fax: 781.769.7159 or 781.769.0476
www.flightlevelaviation.com

VIA PRIORITY OVERNIGHT MAIL
AND ELECTRONIC AND REGULAR MAIL

December 9, 2020

Norwood Airport Commission
c/o Russ Maguire, Airport Manager
111 Access Road
Norwood, MA 02062

Re: EAC Realty Trust IV – July 17, 1987 Tank Farm Sublease - Exercise of Option to Install
Fuel Dispensing Equipment on the DC-3 Apron and Piping Across Lot H.

Dear Chairman Ryan:

In accordance with Section 7 of EAC Realty Trust IV's July 17, 1987 (Tank Farm) Sublease as amended and assigned, kindly accept this letter as formal notice of Lessee's election to install and maintain in place during the term thereof, a fuel dispensing facility on the DC-3 Apron and underground piping leading from the tanks on the Tank Farm Lease Lot across Lot H to said dispensing facility. A copy of this notice and the attached Sublease is simultaneously being provided to the Boston Metropolitan Airport.

At your earliest opportunity, kindly provide me with the Norwood Airport Commission's written acknowledgement of receipt.

As always, if you have any questions or concerns, please don't hesitate to call or email.

Respectfully,

EAC Realty Trust IV

By: 
Peter Eichleay, Trustee
703-282-7853
peichleay@flightlevelaviation.com

cc: Boston Metropolitan Airport
c/o Michael Pendergast, President

July 15, 1987

SUBLEASE

This Lease (which is a Sublease under a lease hereafter mentioned) is made and entered into this 17th day of July 1987, by and between BOSTON METROPOLITAN AIRPORT, INC, a Massachusetts corporation (hereinafter called "Lessor") and DONALD J. MOORE, JR. and JAMES M. FITZGIBBONS, both of Brookline, Massachusetts, Trustees of HANGAR NOMINEE TRUST under Declaration of Trust dated October 27, 1977 (hereinafter together called "Lessee").

In consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and let unto the Lessee a parcel of land containing approximately 11,250 square feet of land shown on a plan attached hereto situated on the Norwood Airport in Norwood, Massachusetts. The leased premises are marked "tank farm" on said plan.

1. The leased premises shall be used for an underground fuel storage facility for storing and dispensing aviation fuel together with appropriate pumping and filtering equipment. As an accessory thereto, Lessee shall have the right to park automobiles and fuel trucks on the leased premises.

2. To have and to hold the leased premises for a term, beginning with the date hereof and expiring on the date of expiration of the initial term of that certain lease between the parties hereto dated November 9, 1977 of adjoining premises used for hangar purposes.

3. Rent payable under this Lease shall commence to accrue beginning on the date Lessee begins dispensing fuel from the facility, but in any event no later than six (6) months from the date of this Lease, extended by any period of time caused by delays beyond the reasonable control of Lessee. Notwithstanding the foregoing, Lessee shall diligently proceed with construction of the facility in order to open it for business as soon as reasonably possible.

4. Rent shall be payable on the basis of a flowage fee of 4 cents (\$.04) per gallon of purchased aviation fuel by the Lessee, but in no event shall the annual rent be less than Ten Thousand Dollars (\$10,000.00). The aforementioned flowage fee shall be reviewed at five (5) year intervals and may be adjusted by mutual agreement to reflect changes made in flowage rates at other general aviation airports in New England. Rent shall be paid monthly in arrears for the monthly period ending on the same numbered day of the month in which the rent commencement date occurs. Such payment shall be made within ten (10) days after the end of the monthly period to which it relates and shall be accompanied by a statement signed by an authorized representative of Lessee certifying as to the number of gallons of aviation fuel purchased for the leased premises during such monthly period. Within sixty (60) days of the end of each lease year (made up of twelve such monthly periods), Lessee shall pay to Lessor such amount, if any, as shall be required to bring the rent paid for such lease year up to Ten Thousand Dollars (\$10,000.00).

5. Lessee shall pay Lessor as additional rent, ten (10)

days after demand by Lessor, semi-annually as real estate tax bills are issued, the real estate taxes assessed on all improvements constructed by Lessee on the leased premises (or elsewhere as hereafter provided for in Section 7 hereof), and the real estate taxes or charges in lieu of taxes levied on the land area of the leased premises in accordance with Lessor's agreement with the Town of Norwood.

6. Lessee shall pay directly to the charging authority all charges for utilities used on the leased premises and any charges for utility connections.

7. Lessee contemplates that in the future (but not as a part of its original construction) it may install a dispensing facility in the area marked "Existing Apron" on the attached plan. Lessor grants the Lessee the right to install and maintain in place during the term hereof and any extension thereof such a dispensing facility in said area, together with underground piping leading from the tanks on the leased premises across Lot H as shown on said plan to said dispensing facility, all subject to obtaining the approval of the Norwood Airport Commission.

8. Lessee covenants that it will not assign this Lease nor under-let nor permit any person to use or occupy the leased premises (except as contemplated hereby) without the written consent of the Lessor first had and obtained on every occasion, such consent not to be unreasonably withheld or delayed, provided, however, that Lessee may assign this Lease for collateral security purposes to any lender providing financing to Lessee with respect to the leased premises. Notwithstanding such

Written consent, the Lessee shall remain liable for the payment of rent and the performance of other obligations of the Lease for the entire term thereof, except for reasons hereafter set forth. Lessor has informed Lessee that it expects to allow a second full service fixed base operator (as defined in the service standards of the Norwood Airport commission) to do business at the Norwood Airport and that such a fixed base operation will require a fueling facility on the airport. Lessee agrees that Lessee will make available to such a fixed base operator selected by Lessor the use of Lessee's fuel storage and dispensing equipment under a contractual arrangement on commercially feasible terms that complies fully with the provisions of Title 49 of the United States Code, and any regulations promulgated thereunder, specifically including, without limitation, 49 U.S.C., Section 2210. Lessee hereby acknowledges and recognizes that Section 2210 requires, in part, that "each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other . . . charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities," and that Lessee hereby agrees to assume, with respect to the leased premises, any and all obligations of the Lessor with respect to compliance with the aforementioned statutes and regulations.

9. The Lessee covenants that it will not permit any placard or sign to be placed upon said premises or approaches thereto except in such place or manner as shall have first been approved by the Lessor; and that at the expiration or earlier

termination of this Lease Lessee will quietly and peaceably surrender possession of said leased premises to the Lessor in as good order and condition as the same now are, or shall be put in as contemplated hereunder, ordinary wear and tear, damage by the elements, and unavoidable casualties excepted. Pumps and pumping equipment (but not tanks) shall remain the property of the Lessee, but if the Lessee shall fail to remove the same at the end of the term, the same shall become the absolute property of Lessor.

10. Lessee agrees to have in force during the entire term of this Lease at its own expense public liability insurance with limits of not less than \$10,000,000.00 per incident for bodily and personal injury or death, and property damage with limits of not less than \$1,000,000.00 in responsible companies authorized to do business in Massachusetts. Lessee shall provide the Lessor with a duplicate of the policy providing such insurance and shall provide reasonable evidence of the continued coverage thereunder at such intervals as may reasonably be requested by Lessor. Lessee shall carry a rider on said policies protecting Lessor from any liability for acts of Lessee. Lessee further agrees to defend any action and otherwise hold Lessor harmless on account of any acts by Lessee or its agents or servants. Lessor agrees to have in force during the entire term of this Lease public liability insurance with limits of not less than \$1,000,000.00 per incident for bodily and personal injury or death, and property damage with limits of not less than \$1,000,000.00 in responsible companies authorized to do business

July 15, 1987

in Massachusetts. Lessor shall deliver to Lessee a duplicate of the policy providing such insurance and shall provide reasonable evidence of continued coverage thereunder at such intervals as may be reasonably requested by Lessee.

11. Lessee shall have three options to extend the term of this Lease for successive periods of fifteen (15) years each on all the same terms contained herein. Lessee shall exercise an option to extend by giving Lessor written notice of the election to extend at least six (6) months prior to the date this Lease would expire but for the exercise of such option.

12. The Lessee will hold the Lessor harmless and indemnified from all judgments, loss, cost, damage, or expense of whatever nature in connection with any and all claims for damages or injuries to persons or property caused or contributed to by any act or omission of the Lessee or its assigns, its or their agents, employees, invitees or licensees, and the Lessee agrees to defend all such claims in the name of and in behalf of the Lessor.

13. If, by action of any lawful authority, the use of the airport is suspended in such manner as to interfere substantially with the use of the same by the lessee for its business operation as contemplated by this Lease, or if Lessee shall be unable to profitably operate the leased premises because of an inability to obtain sufficient quantities of aviation fuel for reasons beyond Lessee's control, all rent shall abate for such period.

14. In the event that:

- A. The Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- B. The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof; or
- C. The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors; or
- D. If that which is hereby created shall be taken on execution or by other process of law,

then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Lessor lawfully may immediately, or at any time thereafter, and without demand or notice, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming through or under it and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term.. If the Lessee shall default, after reasonable notice thereof, in the observance of the performance of any conditions or covenants on Lessee's part to be observed or

performed under or by virtue of any of the provisions in any article of this Lease, the Lessor, without being under any obligation to do so and without waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) percent per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

15. The Lessee, paying the rent and performing and observing the covenants and conditions herein contained on its part to be performed or observed, may peaceably hold and enjoy said premises during the continuance of this Lease without any lawful let or hindrance by the Lessor or any person rightfully claiming by, through, or under it.

16. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

17. If because of fire or other casualty the leased premises shall become partially or wholly unusable by Lessee, all rent shall abate until Lessee shall restore the same, which Lessee shall accomplish as soon as reasonably practicable.

18. The Lessee agrees:

- A. To sell fuel on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- B. To charge fair, reasonable, and not unjustly indiscriminatory prices for the same; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

19. Where in this Lease the word "Lessor" and "Lessee" is used, the same, both as to rights and as to duties and liabilities, shall import and shall extend to the successors and assigns of such Lessor or Lessee, respectively, except where the context clearly excludes such meaning.

20. This Lease is subject to all the terms contained in the lease between the Boston Metropolitan Airport, Inc. and the Town of Norwood, dated December 13, 1967, this Lease being a Sublease thereunder.

21. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, and it is understood that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

22. A. Lessee in the use and occupancy of the leased premises shall not on the grounds of sex; race, color, creed, or national origin or any other manner prohibited by law, discriminate or permit discrimination against any person or group of persons in any manner.

B. Lessee for itself, its successors in interest and

assigns, as a part of the considerations hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in the use of said leased premises; (2) in the construction of all improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to unlawful discrimination; and (3) Lessee shall use the premises in compliance with all other requirements as may be imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Affectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above non-discrimination covenants, the Lessor shall have the right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease.

23. If the leased premises or any part thereof shall be taken by eminent domain, a fair and equitable portion of the annual fixed rent shall abate. If any such taking is of such a magnitude as to make it impracticable to use the leased premises for the purposes herein set forth, or if the Norwood Airport shall cease operations or become unusable by general aviation for any reason, Lessee may terminate this Lease within thirty (30)

July 13, 1961

days after the happening of any such event by written notice to Lessor.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and common seals on the day and year first above written.

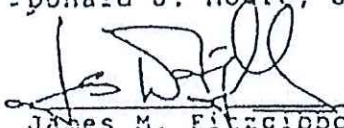
LESSOR:

BOSTON METROPOLITAN AIRPORT, INC.

By: 

LESSEE:


Donald J. Moore, Jr.


James M. Fitzgibbons

Trustees as aforesaid, and not individually, and no trustee or beneficiary liable on this lease; and the Lessor shall look only to the Trustees in their capacity as such or the trust estate.

STOL AIRCRAFT HANGAR

LOT F

LOT G

EXISTING HANGAR

TAXIWAY

LOT B

LOT A

TIE DOWN AREA

LINE 750'

750'

EXISTING APPROX.

TANK FARM

LOT H

150'

150'

N

292



FREEMAN MATHIS & GARY, LLP
Attorneys at Law

60 State Street
Suite 600
Boston, MA 02109-1800

Tel: 617.963.5975

www.finglaw.com

A. Neil Hartzell
Partner

Writer's Direct Access
617.963.5966

nhartzell@finglaw.com

December 8, 2020

Via First-Class Mail
& Email (eloeffler@davids-cohen.com,
mina@andersonkreiger.com)

Eric Hans Loeffler, Esq.
Davids & Cohen, P.C.
40 Washington Street, Suite 20
Wellesley, MA 02481

Mina S. Makarious, Esq.
Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109

Re: Flight Level Norwood, LLC, et al v. Town of Norwood, et al
Norfolk Superior Court Civil Action No. 1982CV01099

Dear Eric and Mina:

In advance of tomorrow's scheduled meeting of the Norwood Airport Commission ("NAC"), I am writing to express the objection and opposition of FlightLevel Norwood, LLC, EAC Realty Trust, EAC Realty Trust II and Peter Eichleay as Trustee (collectively "FlightLevel") to the execution by the NAC of the proposed West Apron and DC-3 Apron subleases (the "Subleases") to Boston Executive Helicopters LLC ("BEH") without the insertion of express language in the Subleases protecting FlightLevel's access and development rights on the West Apron and C-3 Apron (collectively FlightLevel's "Rights") which are the subject of pending litigation in the above captioned matter pursuant to which the Town of Norwood, the NAC, Paul Bishop, Tony Mazzucco (collectively the "Town Defendants"), and BEH are parties.

At the June 18, 2020 hearing on FlightLevel's Motion for Injunctive Relief seeking an order protecting its Rights, BEH and the Town Defendants represented in open court that there was no Sublease in place, and the Town and the NAC had no intention of interfering with FlightLevel's Rights. On the basis of these representations, Judge Connolly denied FlightLevel's Motion. However, if the NAC votes to sign the Subleases as written, it will simultaneously reverse each of the representations upon which Judge Connolly's ruling was based.

December 8, 2020

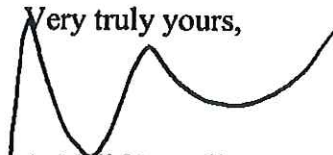
Page 2

The Town Defendants have further argued that FlightLevel's Rights are adequately protected by the inclusion of the word "non-exclusive" in the proposed Subleases. FlightLevel strongly disagrees. By subleasing the West Apron and the DC-3 Apron to BEH without any language or attempt to quiet title to FlightLevel's rights on those parcels, other than the inclusion of the word "non-exclusive" in the Subleases, the Town Defendants will be condemning FlightLevel to years of ongoing litigation.

What FlightLevel is seeking, quiet enjoyment of its Rights, is reasonable, and within the power of the Town Defendants to grant. If the Town Defendants fail to do so now, before the resolution of litigation commenced by FlightLevel to protect its Rights, and at a time when the Town Defendants have both the opportunity and the power to do so, they will be acting with deliberate disregard to the harm to FlightLevel that will follow, in violation of the covenant of good faith and fair dealing implicit in FlightLevel's leases, and in the Town's lease with Boston Metropolitan Airport.

FlightLevel will continue to litigate to quiet title to its Rights, and will seek to hold those who oppose its efforts responsible for the costs it incurs. It will further seek to join the Town Defendants in any future litigation that may arise or relate to the proposed Subleases, and the further interference with FlightLevel's Rights that will foreseeably arise from the co-occupation by FlightLevel and BEH of the proposed non-exclusive Sublease parcels, that heretofore have been controlled by the Town.

Very truly yours,



A. Neil Hartzell

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

2020 MAR -5 AM 9:39

SUPERIOR COURT
C.A. No. 1982CV01099

CLERK OF THE COURTS
NORFOLK COUNTY

FLIGHTLEVEL NORWOOD, LLC,
EAC REALTY TRUST II,
EAC REALTY TRUST IV, and
PETER EICHLEAY, in his capacity as Trustee
of EAC Realty Trust II and EAC Realty Trust IV,
Plaintiffs,

v.

TOWN OF NORWOOD,
BOARD OF SELECTMEN FOR
THE TOWN OF NORWOOD,
NORWOOD AIRPORT COMMISSION,
TONY MAZZUCCO, individually and in his
official capacity as Town Manager,
PAUL BISHOP, individually and in his official
capacity as Selectman,
BOSTON EXECUTIVE HELICOPTERS LLC,
and CHRISTOPHER DONOVAN,
Defendants.

December 4, 2020
After hearing:
Motion is Allowed and
Counts I, II, III and IV of
the Second Verified Amended
Complaint are Dismissed.
See Memorandum of Decision
and Order. (Conolly, J.)
Att: Mr. K. [illegible]
[illegible]

**TOWN OF NORWOOD, BOARD OF SELECTMEN FOR THE TOWN OF
NORWOOD, NORWOOD AIRPORT COMMISSION, TONY MAZZUCCO,
and PAUL BISHOP'S MOTION TO DISMISS COUNTS I, II, III, and IV
of PLAINTIFFS' FIRST VERIFIED AMENDED COMPLAINT**

Defendants Town of Norwood, Board of Selectmen for the Town of Norwood, and
Norwood Airport Commission, and Tony Mazzucco and Paul Bishop ("Defendants") hereby
move to dismiss counts I, II, III, and IV of Plaintiffs' First Verified Amended Complaint
("Complaint"), pursuant to Mass. R. Civ. P. 12(b)(6).

Plaintiffs' claims against the Town Defendants and Individual Defendants fail to state
claims on which relief can be granted because those claims are speculative, fail to allege

damages or causation, and otherwise fail to include allegations plausibly suggesting an entitlement to relief. In support of this motion, Defendants submit the accompanying memorandum of law.

TOWN OF NORWOOD,
BOARD OF SELECTMEN FOR THE
TOWN OF NORWOOD,
NORWOOD AIRPORT COMMISSION,
TONY MAZZUCCO,
PAUL BISHOP,

By their attorneys,



David S. Mackey, BBO #542277

dmackey@andersonkreiger.com

Jonathan T. Elder, BBO #654411

jelder@andersonkreiger.com

ANDERSON & KREIGER LLP

50 Milk Street, 21st Floor

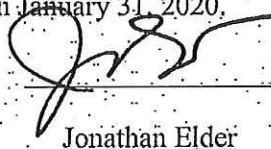
Boston, MA 02109

617-621-6500

January 31, 2020

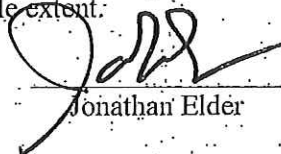
Certificate of Service

I hereby certify that I served a copy of this document on all counsel of record by first class mail and e-mail on January 31, 2020.


Jonathan Elder

Rule 9C Certificate

I hereby certify that I spoke by telephone with counsel for Plaintiffs on several occasions in November and December 2019, and again on January 30, 2020, in a good faith effort to narrow areas of disagreement with respect to the Defendants' motion to the fullest possible extent.


Jonathan Elder

250

Dolet
12/14/2020

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 1982CV01099

FLIGHTLEVEL NORWOOD, LLC & others¹

vs.

TOWN OF NORWOOD & others²

12/14/2020
RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY

MEMORANDUM OF DECISION AND ORDER
ON DEFENDANTS TOWN OF NORWOOD, BOARD OF SELECTMAN FOR THE
TOWN OF NORWOOD, NORWOOD AIRPORT COMMISSION, TONY MAZZUCCO,
AND PAUL BISHOP'S MOTION TO DISMISS

Plaintiffs FlightLevel Norwood, LLC, EAC Realty Trust II, EAC Realty Trust IV, and Peter Eichleay, in his capacity as Trustee of EAC Realty Trust II and EAC Realty Trust IV (collectively, "FlightLevel") have filed this action to protect their property interests at the Norwood Memorial Airport (Airport) and recover damages for the defendants' alleged interference with those interests.³ Defendants Town of Norwood (Town), Board of Selectmen for the town of Norwood (Board), Norwood Airport Commission (NAC), Town Manager Tony Mazzucco, and Town Selectman Paul Bishop (collectively, the "Town Defendants") now move to dismiss FlightLevel's claims against them pursuant to Mass. R. Civ. P. 12(b)(6). After

¹ EAC Realty Trust II; EAC Realty Trust IV; and Peter Eichleay, in his capacity as Trustee of EAC Realty Trust II and EAC Realty Trust IV

² Board of Selectmen for the town of Norwood; Norwood Airport Commission; Tony Mazzucco, individually and in his official capacity as Town Manager; Paul Bishop, individually and in his official capacity as Selectman; Boston Executive Helicopters, LLC; and Christopher Donovan

³ This case is one of several lawsuits involving Flight Level, the Town of Norwood, and Boston Executive Helicopters, LLC that address, in part, access to FlightLevel's fuel field at the Airport. See *Boston Executive Helicopters, LLC et al. v. FlightLevel Norwood LLC et al.*, Norfolk Superior Court, Civil No. 15-00213; *Flight Level Norwood LLC et al. v. Boston Executive Helicopters, LLC et al.*, Norfolk Superior Court, Civil No. 15-01637.

hearing and review of the parties' written submissions, and for the reasons stated below, the Town Defendants' motion is ALLOWED.

BACKGROUND

The following facts, assumed to be true, are taken from FlightLevel's Complaint.^{4/5} Some facts are reserved for discussion.

FlightLevel is commercially licensed as a fixed base operator (FBO) that has provided fuel, hangar, tie-down, maintenance, and ground support services at the Airport since 2008. FlightLevel subleases the land from Boston Metropolitan Airport, Inc. (BMA), which in turn leases the land from the Town. FlightLevel's assets include leasehold interests on parcels of land at the Airport known as Lots G and H. FlightLevel leases the entirety of Lot G and a portion of Lot H, upon which it operates a fuel farm. All options to extend FlightLevel's subleases have been executed and its rights under the subleases will remain in effect through April 30, 2038.

FlightLevel also holds contractual rights of access associated with the Lots G and H leaseholds, including the right to use a portion of Lot B, the right to use a portion of Lot H that is outside of its Lot H leasehold, and the right to install a system to deliver fuel from its fuel farm to a dispensing system on the Airport's DC-3 Ramp. FlightLevel's contractual rights of access are memorialized in its sublease agreements for Lots G and H and a separate license agreement executed between FlightLevel and the Town (collectively, "Property and Access Agreements").

⁴ **Error! Main Document Only.** Along with the Complaint, the Court considers the General Release and Settlement Agreement, which was attached to the Complaint and is a document upon which the allegations of the Complaint rely. See *Marram v. Kobrick Offshore Fund, Ltd.*, 442 Mass. 43, 45 (2004).

⁵ The Town Defendants filed the instant Motion to Dismiss FlightLevel's First Verified Amended Complaint on March 5, 2020. On July 31, 2020, FlightLevel was permitted to file a Second Amended Verified Complaint, setting forth new allegations against defendant Boston Executive Helicopters, LLC. As discussed at the June 18, 2020 hearing on the instant motion, FlightLevel's allegations against the Town Defendants in the Second Amended Complaint are identical to its allegations against the Town Defendants in the First Amended Complaint. For this reason, and in the interest of judicial economy, the Court treats the motion presently at issue as one to dismiss the claims FlightLevel asserted against the Town Defendants in the Second Verified Amended Complaint.

During a public regular business meeting on February 15, 2017, the NAC voted unanimously to approve lease extensions for FlightLevel on parcels of land known as Lots 6 and 7. In order to obtain the lease extensions, FlightLevel was required to present a fueling plan that showed it could access and operate its fuel farm on Lot H without violating the property rights of others. When the NAC asked why FlightLevel's plan showed a fueling vehicle traveling over a portion of Lot H outside of FlightLevel's leasehold, including over an area known as the West Apron, FlightLevel's counsel explained that Lot H was the Town's property and that fueling vehicles were permitted on the Town's property. Counsel further explained that FlightLevel used a variety of routes over the West Apron, and that alternate routes across Lot H were necessary because routes were routinely blocked by aircraft and snow. The NAC voted unanimously to work with FlightLevel to create a non-exclusive easement to grant fueling vehicles a right of access to FlightLevel's fuel farm over a portion of Lot H not encompassed by the Property and Access Agreements (Proposed Lot H Easement). FlightLevel alleges that despite the NAC's vote, the Town Defendants subsequently failed and refused to create the Proposed Lot H Easement.

Defendant Boston Executive Helicopters LLC (BEH) is also a commercially licensed FBO authorized to provide fuel, hangar, tie-down, maintenance, and ground support services at the Airport. BEH established its presence at the Airport in 2010. In October 2012, BEH began subleasing a parcel of land at the Airport known as Lot F from BMA, which BMA leases from the Town. In 2013 and 2014, BEH constructed a hangar and fueling system on Lot F.

In October 2015, BEH filed a lawsuit against the Town, the Airport Manager, and the commissioners of the NAC seeking to compel them to grant BEH FBO status at the Airport. On

July 30, 2019, FlightLevel learned that the Board had voted to enter into a General Release and Settlement Agreement with BEH (Settlement Agreement). On August 15, 2019, FlightLevel received a copy of the Settlement Agreement, which provides, in relevant part, that “the NAC shall enter into a standard form, non-exclusive lease agreements with BEH” for the Airport’s DC-3 Ramp and the West Apron.

On August 26, 2019, FlightLevel filed the instant action alleging that the Town Defendants violated the Property and Access Agreements by virtue of agreeing to also lease Airport land to BEH and further claiming that by executing lease agreements that are not subject to FlightLevel’s contractual rights of access over Lots B and H the Town will violate Flightlevel’s contractual rights and leasehold interests at the Airport.

DISCUSSION

I. Motion to Dismiss Standard

The Town Defendants have moved to dismiss FlightLevel’s claims pursuant to Mass. R. Civ. P. 12(b)(6). To survive a motion to dismiss under Mass. R. Civ. P. 12(b)(6), a complaint must contain “factual ‘allegations plausibly suggesting (not merely consistent with)’ an entitlement to relief” *Iannacchino v. Ford Motor Co.*, 451 Mass. 623, 636 (2008), quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 557 (2007). “The allegations must be more than ‘mere labels and conclusions,’ and must ‘raise a right to relief above the speculative level.’” *Buffalo-Water 1, LLC v. Fidelity Real Estate Co., LLC*, 481 Mass. 13, 17 (2018), quoting *Galiastro v. Mortgage Elec. Registration Sys., Inc.*, 467 Mass. 160, 165 (2014). The court’s review is limited to the factual allegations in the complaint and facts contained within any attached exhibits, see *Eigerman v. Putnam Invs., Inc.*, 450 Mass. 281, 285 n.6 (2007), as well as any matters of public record and documents relied upon in the complaint. See *Marram v.*

Kobrick Offshore Fund, Ltd., 442 Mass. 43, 45 n.4 (2004); *Schaer v. Brandeis Univ.*, 432 Mass. 474, 477 (2000). The court must “accept as true the factual allegations in the complaint and the attached exhibits, [and] draw all reasonable inferences in the plaintiff’s favor . . .” *Buffalo-Water I, LLC*, 481 Mass. at 17.

II. The Defendants’ Motions to Dismiss

The Town Defendants move to dismiss FlightLevel’s claims against them for injunctive relief (Count I), breach of contract (Count II), tortious interference with contractual relations (Count III), and tortious interference with business relations (Count IV).⁶ The Court will address the Town Defendants’ arguments with respect to each of these claims in turn below.

A. Injunctive Relief (Count I)

Count I of FlightLevel’s Complaint seeks an injunction ordering the Town Defendants to (1) comply with the vote taken at the February 15, 2017 NAC meeting by making the West Apron lease to BEH subject to a non-exclusive easement, license, or other access rights over Lot H to allow FlightLevel to access its fuel farm and (2) comply with the terms of the Property and Access Agreements by making the West Apron lease and DC-3 Ramp lease to BEH subject to the FlightLevel’s contractual rights of access. Flightlevel’s claim is insufficient to withstand the Town Defendants’ Motion to Dismiss. Essentially Flightlevel is seeking to compel the Town to take anticipatory action and to order the Town to do that which it is already obligated to do under the lease without evidence that the Town has breached its lease.

Injunctions are a form of relief and not “a stand-alone cause of action[.]” *Woods v. Wells Fargo Bank, N.A.*, 733 F.3d 349, 353 n.3 (1st Cir. 2013). Consequently, the filing of a

⁶ Counts I through IV represent all of the claims FlightLevel has asserted against the Town Defendants. FlightLevel’s Complaint also asserts claims against BEH and defendant Christopher Donovan in Counts V through VII. The Court’s decision on the instant motion has no bearing on Counts V through VII.

meritorious claim is a condition precedent to seeking injunctive relief. See, e.g., *Litton Industries, Inc. v. Colon*, 587 F.2d 70, 74 (1st Cir. 1979) (injunction “must be based on a valid cause of action alleged in the complaint”). As discussed *infra*, all of FlightLevel’s claims against the Town Defendants fail as a matter of law. In absence of an underlying cause of action, FlightLevel has no right to seek injunctive relief. Accordingly, the Town Defendants’ Motion to Dismiss is **ALLOWED** as to Count I.

B. Breach of Contract (Count II)

Count II of FlightLevel’s Complaint asserts that the Town Defendants breached the Property and Access Agreements insofar as they agreed to give BEH leases that are not subject to FlightLevel’s contractual rights of access over Lots B and H. In support of this claim, FlightLevel points out that the BEH Settlement Agreement promises to grant leases to BEH without expressly referencing FlightLevel’s contractual access rights. It should be noted that Flightlevel is not a party to the federal lawsuit between the Town and BEH which formed the basis for the Settlement Agreement. Nor is Flightlevel a third party beneficiary of the agreement between BEH and the Town. Indeed, the reason for BEH’s federal lawsuit was to challenge what it deemed to be Flightlevel’s exclusive arrangement at the airport.

To establish a claim for breach of contract, a plaintiff must allege: (1) that there was a valid contract, (2) the defendant failed to perform the terms of the contract without legal excuse, and (3) the defendant’s breach caused the plaintiff to suffer damages. See *Loranger Constr. Corp. v. E.F. Hauserman Co.*, 1 Mass. App. Ct. 801, 801 (1973). The Town Defendants argue that FlightLevel has failed to satisfy the second and third elements of this standard, and therefore, FlightLevel’s claim for breach of contract should be dismissed. The Court agrees.

As the Town Defendants correctly point out, the Complaint is void of any allegations that suggest the Town Defendants actually executed a lease agreement with BEH, let alone one that interfered with FlightLevel's contractual rights of access. Rather, FlightLevel's contract claim is based on fear and speculation that the Town Defendants will, at some point in the future, grant BEH a lease that violates FlightLevel's contractual rights of access.⁷ Without more, FlightLevel has failed to demonstrate that any contract right has been breached, and thus failed to establish its entitlement to relief beyond the speculative level. See *Iannacchino*, 451 Mass. at 636; see also *Kennedy v. Commonwealth*, 92 Mass. App. Ct. 644, 648-649 (2018) (dismissing claims brought by plaintiffs who "failed to allege facts beyond mere speculation that they [would] incur damages as a result" of defendant's conduct). Stated another way, FlightLevel cannot bring a claim for breach of contract unless and until the Town Defendants grant BEH a lease that violates FlightLevel's contractual rights of access. See *Tucker v. Diamond*, 2010 Mass. App. Div. LEXIS 83 at *5 (2010), citing *Daniels v. Newton*, 114 Mass. 530 (1874) ("Massachusetts law does not recognize anticipatory breach of contract."). Based on the foregoing, the Town Defendants' Motion to Dismiss is **ALLOWED** as to Count II.

C. Tortious Interference with Contractual Relations and Business Advantage (Counts III and IV)

Counts III and IV of FlightLevel's Complaint set forth claims against Town Defendants Mazzucco and Bishop for tortious interference with contractual relations and tortious interference with business advantage. In support of these claims, FlightLevel alleges Mazzucco and Bishop knowingly induced the other Town Defendants to breach FlightLevel's Property and

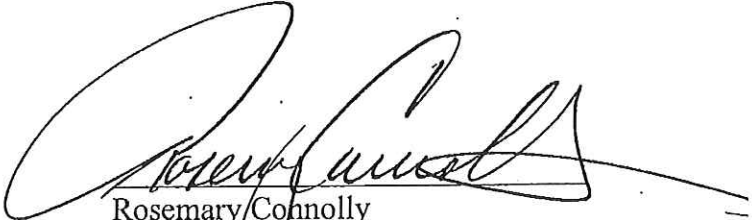
⁷ FlightLevel's fears are undermined by the fact that the Settlement Agreement lacks any terms that would preclude the Town Defendants from granting BEH leases that are subject to FlightLevel's contractual rights of access and expressly provides that the leases granted to BEH will be "non-exclusive."

Access Agreements and interfere with the Proposed Lot H Easement by forcing them to grant leases to BEH that are not subject to FlightLevel's interests.

To state a claim for tortious interference with contractual relations or tortious interference with business relations a plaintiff must establish that the defendant intentionally interfered with the contractual or business relationship at issue through "improper motive or means." See *Cavicchi v. Koski*, 67 Mass. App. Ct. 654, 657 (2006). In this case, FlightLevel's only allegations in support of this element are wholly conclusory allegations that Mazzucco and Bishop "threatened and coerced individual members of the NAC" in order to "force" the NAC to grant BEH leases that were adverse to FlightLevel's interests. Significantly, the Complaint lacks any specific factual averments as to *how* Mazzucco and Bishop threatened, coerced, or exerted force upon individual members of the NAC. In absence of factual allegations plausibly suggesting that Mazzucco and Bishop actually engaged in conduct that could be deemed threatening, coercive, or forceful, Counts III and IV do not satisfy Massachusetts pleading standards. See *Galiastro v. Mortgage Elec. Registration Systems, Inc.*, 467 Mass. 160, 174 (2014), quoting *Iannacchino*, 451 Mass. at 636 ("Although a complaint need not provide 'detailed factual allegations,' it must offer more than mere 'labels and conclusions.'"). For these reasons, the Town Defendants' Motion to Dismiss is ALLOWED as to Counts III and IV.

ORDER

For the foregoing reasons, the Town Defendants' Motion to Dismiss is **ALLOWED** and Counts I, II, III, and IV of the Second Verified Amended Complaint are **DISMISSED**.



Rosemary Connolly
Justice of the Superior Court

December 3, 2020

FAA, AIRPORTS DIVISION, NEW ENGLAND REGION
VERIFICATION OF INTENT

Please select one of the following responses, and complete the "Signed by" section. You may scan this document as a PDF and send it via an e-mail. Electronic signatures are acceptable for this document.

We cannot accept this notification from the Airport Sponsor's consultant.

Intent for use of current Federal Fiscal Year Entitlement Funds

☐ We, _____ will not be submitting a project application for AIP funds in Federal FY _____. The Airport Sponsor hereby grants permission to the FAA to carry over any unused non-expiring entitlement funds for future use

OR

☒ We, Norwood Memorial Airport, have 2 project(s) planned for Federal FY2021; and/or amendment request(s) for FY _____; and/or request to transfer entitlements to another airport in FY _____:

Description (new projects – provide description; amendments – provide AIP number and when closeout package will be submitted w/ amendment request; transfers – provide Airport name/LOC ID you wish to transfer entitlements to; add rows as required)	Amount (Anticipated FAA Share for New; or Requested FAA Share for an Amendment; or Entitlement Transfer Amount)
EA (Phase 2)/Permitting TW C/Perimeter Fence and Paved Safety Areas	\$270,000
TW D Relocation/Obstruction Removal	\$1,400,000

The Airport Sponsor hereby grants permission to the FAA to carry over any unused non-expiring entitlement funds for future use.

Signed by,

Airport Sponsor's Name (typed/printed)

Airport Sponsor's Title

Airport Sponsor's Signature

Signature Date



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

Russ Maguire, A.A.E., ACE, Airport Manager

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

January 8, 2021

Norwood Board of Selectmen
Attn: Tony Mazzucco, Town Manager
566 Washington Street
Norwood, MA 02062

**RE: Request for Reserve Fund Transfer (\$35,000)
to Replace Security Gate and Access Control System**

Dear Tony:

This past Monday, January 4, at about 1:50 p.m., a motorist ran through the airport's security gate #1. Soon after demolishing the gate and some of its allied components, the motorist drove at a high rate of speed, south, along the airport's north/south taxi-lane. She then drove off the pavement into the wetlands, where she was on foot until ultimately being apprehended by Norwood Police. Damage to airport property was extensive and included the vehicular security gate, its gate operator, a security camera, plus, some connectivity involving the gate, gate operator, camera and access control card reader system.

Attachment A includes four photos showing the extent of the property damage.

Given this emergency, on behalf of the Airport Commission, I'd like to request a reserve fund transfer of \$35,000 to replace our damaged security/access control system. For the expenditure of these funds, \$28,547 would be used to replace the gate and gate operator system (see *Attachment B*), with the remaining funds used to replace the damaged security camera, and, to restore connectivity between the gate, gate operator, camera and access control card reader.

Attachment B is an estimate to replace the gate and gate operator system. This was provided by *Metropolitan Gate Systems, LLC*, which has been the Airport Department's primary gate service provider. Also reflected in this estimate are the costs for work already performed by *Metropolitan*, which responded to this emergency by installing a temporary, static gate.

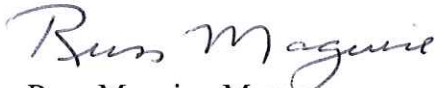
A second estimate, expected no later than this Monday, will show the cost to restore connectivity between the gate, gate operator, camera and access control card reader.

In total, to replace the damaged gate and access control system, we don't expect the costs to exceed \$35,000.

Please feel free to contact me if you have any questions or need any additional information.

Thank you.

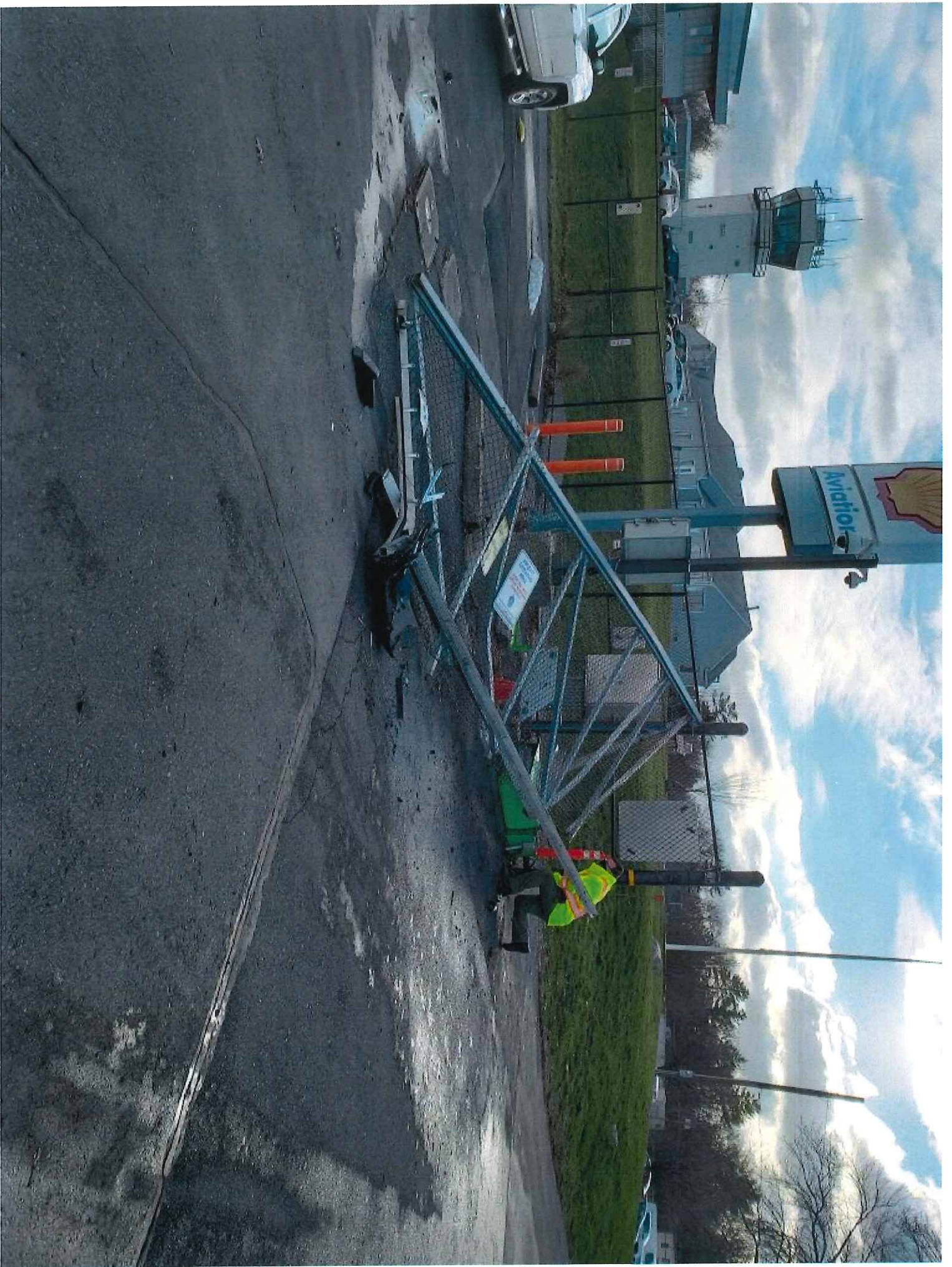
Sincerely,

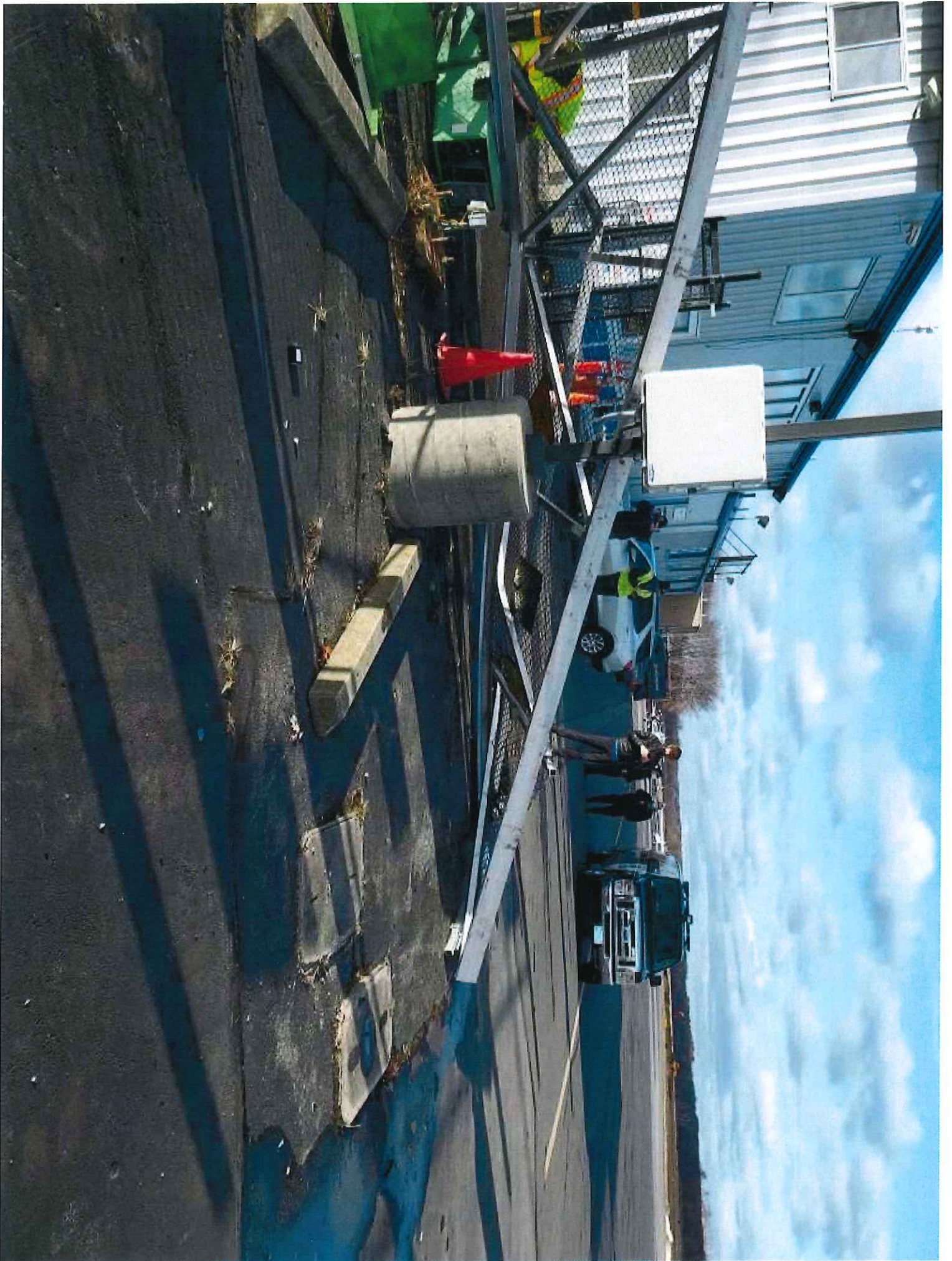
A handwritten signature in cursive script that reads "Russ Maguire".

Russ Maguire, Manager
Norwood Memorial Airport

Cc: Norwood Airport Commission

ATTACHMENT A





"TAIL-GATING"
UNAUTHORIZED
ALL AIRPORT
ENTRANTS MUST
USE SECURITY
CARDS FOR
LAWFUL ACCESS





ATTACHMENT B

Metropolitan Gate Systems, LLC.
110 woodleigh Road
Dedham, MA 02026 US
(781)251-0957

Estimate

ADDRESS

Norwood Memorial Airport
Russ Maguire
Airport Commission
566 Washington Street
Norwood, MA 02062

ESTIMATE #

1200

DATE

01/07/2021

P.O. NUMBER

N/A

SALES REP

M. Carey

ACTIVITY**QTY****RATE****AMOUNT****Gate Operating System**

Emergency Replacement of Gate #1
Gate: Tymetal Heavy Duty Cantolever Slide Gate and accessories
Gate 8'0"H x 16'0" Opening

1

5,995.71

5,995.71

Gate Operating System

Emergency Teplacement of Gate#1 Operator
Hy-Security Slide Gate Operator with brakes, 1 ft/sec
Heater and thermostat
Snow screpers and Brush Kit
T-Lock
Drive Rail
Base extension 12"
Monitored Photo Beams open & Close
Safety Edge gate post
Removal of damaged base and re-install conduits
Loop Detectors (3)
(1) Radio receiver w/coaxial antenna
Terminate card reader

1

21,151.94

21,151.94

Service Call

Emergency response 1-4-21
Remove Gate and Damaged operator, disconnect power, loops,
controls, conduits,
Disconnect Gate and dispose, clean debris
Install Temporary Gate 1-4-21
Make gate functional- (no Operator) 1-5-21

1

1,400.00

1,400.00

TOTAL

\$28,547.65

Accepted By

Accepted Date

G&P BOSTON PROPERTIES LLC

50 TERMINAL STREET STE. 716

CHARLESTOWN, MA 02129

BY ELECTRONIC MAIL (RMAGUIRE@NORWOODMA.GOV)

JANUARY 6, 2021

Russ Maguire, Manager
Norwood Memorial Airport
111 Access Road
Norwood, MA 02062

Dear Mr. Maguire:

This letter is in response to the letter you generated on December 17, 2020 regarding the operation of my vehicle, a 2015 BMW X5, which was on airport premises between the time of 9:54pm and approximately 10:15pm.

I would like to take the opportunity to speak at the next Norwood Airport Commission meeting about the events that occurred on the night of December 17, 2020.

I have read through and studied your sequence of events and would like to apologize again, as I did on the night of the incident, for engaging in the winter driving maneuvers on Flight Level's transient ramp, lots 6 & 7 leasehold, the west apron and the DC-3 ramp. Your statement that I wouldn't re-consider my actions and was confrontational towards you is false. I am not a confrontational person and specifically told you on the night of this incident that I would have never engaged in those driving maneuvers if I had known how upset they would make you. I am truly sorry.

As a licensed commercial multi-engine pilot, I have operated aircraft at KOWD without incident. Please note that my correct email is GJ.GRNT@Gmail.com. My current mailing address is: 50 Terminal Street Ste. 716, Charlestown, MA 02129

Respectfully,

Gregory Grant
Principal
G&P Boston Properties LLC
FAA—CAMEL Lic. #2857058
617-233-1305

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 12/8/20—1/11/21

— Major Projects/Issues—

Security Breach/Property Damage

On 1/4, at about 1:50 p.m., a motorist ran through the vehicle security gate #1. This prompted a response by airport management, *Flight Level*, our air traffic control tower personnel, Norwood Police and Norwood Fire, and finally, the Transportation Security Administration. Soon after the motorist demolished the gate, she drove at a high rate of speed, south, along the north/south taxi-lane. She then drove off the pavement into the wetlands, where she was on foot until she ultimately was apprehended by Norwood Police. She was brought into custody, and her vehicle was eventually pulled out of the wetlands, put onto a flatbed, and removed from the airport. Due to the extensive emergency response, as well as the motorist's unclear actions, we closed the airport to all fixed-wing aircraft, effectively shutting down our runways. This was a precaution to prevent Police and/or Fire vehicles from inadvertently moving onto an active runway or taxiway. We eventually re-opened the runways at about 3:55 p.m. The property damage, which was substantial to both the security gate and its electronic gate operator, will require us to completely replace the system. In the interim, our gate service provider—along with Assistant Airport Manager, Mark Raymond—removed the damaged gate and replaced it with an old gate which, for now, provides a static barrier.

The Airport Manager (AM) has since requested a reserve fund transfer of \$35,000 to replace the vehicular security gate and gate operator, along with some allied equipment.

Snow Removal/Airport Closure

On 12/16–12/17, airport management participated in snow removal operations. This included the temporary closure of the airport's runways and taxiways to fixed-wing aircraft. Other actions included checking/updating surface conditions for snow and ice contamination.

Monthly Revenues

From 12/8/20 to 1/11/21, one deposit was posted to the Treasurer's office. This totals \$27,354.10 in payments. Revenue for this period—along with the FY 2021 year-to-date and FY 2020 figures—is broken down as follows:

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2021 YTD	FY 2020	FLN FBO ¹ THIS PERIOD	BEH FBO ² THIS PERIOD
Land Leases	\$22,728.85	\$129,949.69	\$205,921.83	\$14,065.43	\$4,858.71
Fuel Flowage Fees	\$4,625.25	\$20,889.12	\$30,405.27	\$4,625.25	\$0
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A	N/A
Security Badge Fees	N/A	\$2,450	\$4,700	N/A	N/A
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A	N/A
General ³	N/A	N/A	\$360	N/A	N/A
Landing Fees	N/A	\$16,320	\$35,884.80	N/A	N/A
TOTAL	\$27,354.10	\$169,608.81	\$277,271.90	\$18,690.68	\$4,858.71

Monthly Fuel Flowage

For the month of November, *Flight Level's* bills of lading for fuel totaled 37,228 gallons. At \$.07/gallon, the Town received \$2,605.96 in flowage fees.

For the month of December, *Flight Level's* bills of lading for fuel totaled 28,847 gallons. At \$.07/gallon, the Town received \$2,019.29 in flowage fees.

— Informational Updates —

COVID-19 Pandemic

Airport management continues to support the guidelines set forth by CDC, the Commonwealth and Town officials, while the airport operates without restrictions seven days a week. Airport management has kept normal business hours, providing full services that include inspections, NOTAM filings, general administration, project management, infrastructure and equipment maintenance, liaison work with FAA and MassDOT, capital planning and budgetary accounting. Airport management has also been available after hours, as needed.

¹ *Flight Level Norwood, LLC*

² *Boston Executive Helicopters, LLC*

³ General revenues include commercial permit and public records request fees, FEMA and insurance reimbursements, etc.

Fin Com Meeting

On 12/14, both the Airport Commission Chairman and AM participated in a Finance Commission meeting to discuss the airport's eight-year trend (FY 2013 – FY 2020) in relation to the department's expenses, revenues and surplus/deficits. Overall, the Fin Com seemed pleased with the airport's financial growth. The meeting was an opportunity to also update the board on the two revenue-producing aircraft tie-down parcels (DC-3 apron, west apron), which, vacant since April 2019, were expected to be leased, with an annual income of about \$44,000. Additionally, the Fin Com was briefed regarding *Flight Level's* aircraft hangar, currently under construction near the air traffic control tower, which should boost property tax income for the Town. Finally, the Fin Com was briefed on a parcel of land adjacent to the airport's main parking lot, which is being considered for development.

Air Traffic Count

For the Norwood Airport's December 2020 air traffic reports, see *Attachments A-B*.

For 2020, the airport's total air traffic count was 55,893. In 2019, the airport's total air traffic count had been 59,361.

4

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Airport Operations Count

Facility Operating Hours

Mo. 1 2 Yr. 2 0 Location Ident. O W D

Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops	Total Airport Operations
01			10		10		6	32		38	48		48	96
02		3	14		17		8	75		83	122	12	134	234
03		3	9		12		9	136		145	62		62	219
04		8	15		23		6	73		79	34		34	136
05		2			2									2
06		1	6		7			28		28	10		10	45
07		3	3		6		6	95		101	124		124	231
08		1	7		8		3	61		64	76		76	148
09		2	13		15		2	100	2	104	68		68	187
10		1	12		13		6	75		81	74		74	168
11		3	6		9		6	141		147	96		96	252
12		1	3		4									4
13		1	4		5		7	96	7	110	76		76	191
14		1	4		5			20		20	40		40	65
15			10		10		8	60		68	32		32	110
16		3	10		13		7	96		103	90	2	92	208
17														
18			3		3		7	25		32	32		32	67
19			14		14			89		89	50		50	153
20			4		4			66		66	64		64	134
21														
22			11		11		11	105		116	112		112	239
23			14	1	15		9	120		129	62		62	206
24		2	1		3		7	32		39	14		14	56
25								1		1				1
26		4	6		10		2	47		49	32		32	91
27			12		12			104		104	102		102	218
28		6	5		11		10	52		62	64		64	137
29		3	6	1	10		11	21		32	20	2	22	64
30		3	9		12		5	81		86	110		110	208
31		1	4		5		6	38		44	32		32	81
Total		52	215	2	269		142	1869	9	2020	1646	16	1662	3951

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo. Yr. Loc Ident.

1 2 2 0 O W D

OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	
01							8		4	12	12
02							10	8		18	18
03							4	12		16	16
04							4	4		8	8
05											
06								4		4	4
07							10	8		18	18
08							4	10		14	14
09							6	4		10	10
10							6	14		20	20
11								2	2	4	4
12											
13							6	14		20	20
14								2		2	2
15							10	8		18	18
16							18	6		24	24
17											
18							6	8		14	14
19								22		22	22
20								10		10	10
21											
22							2	8	2	12	12
23							4	16		20	20
24							10	6		16	16
25											
26							6	8		14	14
27							4	8		12	12
28							10			10	10
29							4	8		12	12
30							2	16		18	18
31								2		2	2
Total							134	208	8	350	350