



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, February 10, 2021

TIME: 3:30 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 three 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

- 1/13/21 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- *Flight Level* concept plan for installation of self-serve fueling cabinet on DC-3 apron
- *Flight Level* update on hangar construction project, Bob Laurence
- *Boston Executive Helicopters'* (BEH) electrical interests on DC-3 apron, west apron
- July 2019 General Release and Settlement Agreement (*Boston Executive Helicopters, LLC* and Town of Norwood); update by Attorney Mina Makarious

6. CORRESPONDENCE:

- Undated letter from J. Bennett to the NAC re: permission request to hunt on airport property
- Undated letter from M. O'Brien to the NAC re: permission request to hunt on airport property
- 1-08-21 e-mail schematic/attachment from Jason Haber, Norwood Light Electrical Engineer/Operations Manager showing proposed conduit/wire run for BEH electrical service
- 1-14-21 letter and attachments from P. Eichleay, of *Flight Level*, to the Norwood Airport Commission (NAC) re: a concept plan for installation of self-serve fueling cabinet
- 1-14-21 letter from R. Maguire, to G. Grant, re: re-activation of security badge and re-instatement of unescorted privileges
- 1-10-21 letter from P. Eichleay, of *Flight Level*, to the NAC and Town of Norwood re: first bulk fuel delivery following lease of west apron and DC-3 apron to *Boston Executive Helicopters*

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.

- 1/13/21 executive session minutes

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

Norwood Airport Commission, Regular Business Meeting

Wed, Feb 10, 2021 3:30 PM - 4:30 PM (EST)

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

<https://global.gotomeeting.com/join/637532117>

You can also dial in using your phone.

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

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FLIGHTLEVEL AVIATION

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

January 10, 2020

Via Hand Delivery to Russ Maguire
Via Email To: rماغuire@norwoodma.gov
mryan@norwoodma.gov
msheehan@norwoodma.gov
jcorcoran@norwoodma.gov
tmazzucco@norwoodma.gov
selectmen@norwoodma.gov
mina@andersonkreiger.com
knorth@mhtl.com
christopherdonovan1@gmail.com
chris@bostonexecutivehelicopters.com
eloeffler@davids-cohen.com

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

Re: Notice of Jet-A Delivery

Dear Sirs,

Kindly be advised that FlightLevel Norwood, LLC will receive its first bulk delivery of Jet-A since the Town of Norwood leased the West Apron and the DC-3 Apron to Boston Executive Helicopters, LLC on a non-exclusive basis. The delivery is scheduled for the morning of Tuesday, January 12, 2021. FlightLevel has requested a delivery window between 8:00 am to 10:30 am, but the exact timing of the delivery is beyond its ability to predict or control.

We are issuing this notice to ensure that the operator will have sufficient maneuvering room to access the Jet-A loading and containment pad on south side of FlightLevel's fuel farm. We note that as of this writing, and since January 3, 2021, a fuel truck belonging to Boston Executive Helicopters, LLC is, and has been, parked on the West Apron on Lot H, in the path ordinarily taken by Jet-A delivery transports. We ask that this be moved in advance of the delivery. The "Shell" trucks shown in the attached photographs are FlightLevel's and will be moved by FlightLevel personnel to the extent necessary.

Respectfully,

Peter Eichleay, President





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 (gi.grnt@gmail.com);
and REGULAR MAIL**

January 14, 2021

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

RE: Re-Activation of OWD Security Badge and Re-Instatement of Unescorted Privileges

Dear Mr. Grant:

At its public meeting yesterday, the Norwood Airport Commission (NAC) moved to have your OWD security badge re-activated and your unescorted privileges restored. Your security badge will now activate all three vehicle gates as well as the pedestrian gate. Please be advised that this badge re-activation and re-instatement of unescorted privileges comes with a warning from the board: that should you again be held responsible for actions similar to those undertaken on December 16, 2020—which led to the suspension of your badge and unescorted privileges—the NAC would move to have you barred from the Norwood Airport.

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

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



FLIGHTLEVEL AVIATION

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

January 14, 2021

Via Hand Delivery to Russ Maguire
Via Email To: rmaguire@norwoodma.gov
mryan@norwoodma.gov
mshechan@norwoodma.gov
jcorcoran@norwoodma.gov
tmazzucco@norwoodma.gov
selectmen@norwoodma.gov
mina@andersonkreiger.com

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

Re: Concept Plan for Installation of Self-Serve Cabinet on DC-3 Apron

Dear Sirs,

In furtherance of FlightLevel's letters of December 9 and 15 and NAC counsel's letter of December 14, 2020 (attached), FlightLevel respectfully submits the attached concept plans for the installation of a self-service aviation gasoline terminal on the southwestern extremity of the DC-3 apron. FlightLevel's right to install such a facility arises under Section 7 of its December 17, 1987 Tank Farm Sublease, which states in relevant part:

Lessee contemplates that in the future (but not as part of its original construction) it may install a dispensing facility in the area marked "Existing Apron" [i.e. the DC-3 Apron] on the attached plan. Lessor grants 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 the approval of the Norwood Airport Commission.

While the Town of Norwood was not originally a signatory to the Tank Farm Sublease, it assented to the agreement and also agreed to uphold the rights of the Lessee under the Sublease upon default by Boston Metropolitan Airport under the Prime Lease. Specifically, Section 9 of the December 15, 1988 Agreement approving the assignment to Eastern Air Charter, Inc. states:

By assenting to this Agreement, the Town of Norwood Airport Commission (the "NAC"), agrees that in the event of any default by Sublessor hereunder, under the Prime Lease, or in the event of termination of the Prime Leases, the Assignee's possession of the Sublease Premises under the Sublease and hereunder shall not be disturbed or impaired by the NAC or any party claiming by, under or through it, so long as the Assignee continues to observe and perform all of the obligations thereunder.

Until recently, the Town's policy had been that fueling was not permitted on the DC-3 Apron, and to the extent so, Town consent was unobtainable. However, with the opening of the DC-3 apron to fueling operations in

December of 2020, FlightLevel can now proceed with its right to install and maintain the dispensing facility. While there are a number of engineering and permitting issues to be dealt with, FlightLevel believes the addition of self-service aviation gasoline at OWD, available 24/7, will significantly improve the dispatch reliability of the Airport, and the experience and efficiency of the Airport's based and transient users.

The attached concept plans comply with the letter and spirit of Section 7 of the Tank Farm Sublease. As proposed, the piping will be underground, and track the southern extremity of Lot H, and the western extremity of the DC-3 Apron in order to achieve the least possible impact to Boston Executive Helicopters (BEH), which now has certain rights to both parcels under non-exclusive leases with the Town. Should BEH decide to build on either parcel, the proposed delivery system should present no impediment.

Importantly, as the attached concept plans show, by locating the fueling cabinet in the southwesterly corner of the DC-3 Apron, it can be accessed from FlightLevel's Lot 6/7 without requiring aircraft to taxi on the DC-3 apron, and will remain a valuable Airport asset if BEH chooses to utilize the DC-3 apron for other purposes. Similarly, it can be accessed independently from the DC-3 apron to the extent BEH elects to commit to that end. Lastly, the proposed location leaves nearly the entirety of the DC-3 Apron open for other uses, including tie-downs as has traditionally been the case, and/or the installation of an aircraft wet wash facility as detailed in the Airport's new Master Plan.

We understand that other governmental and permitting agencies will need to be involved, but we truly believe this will be a significant Airport improvement, and respectfully request NAC consent..

Respectfully,

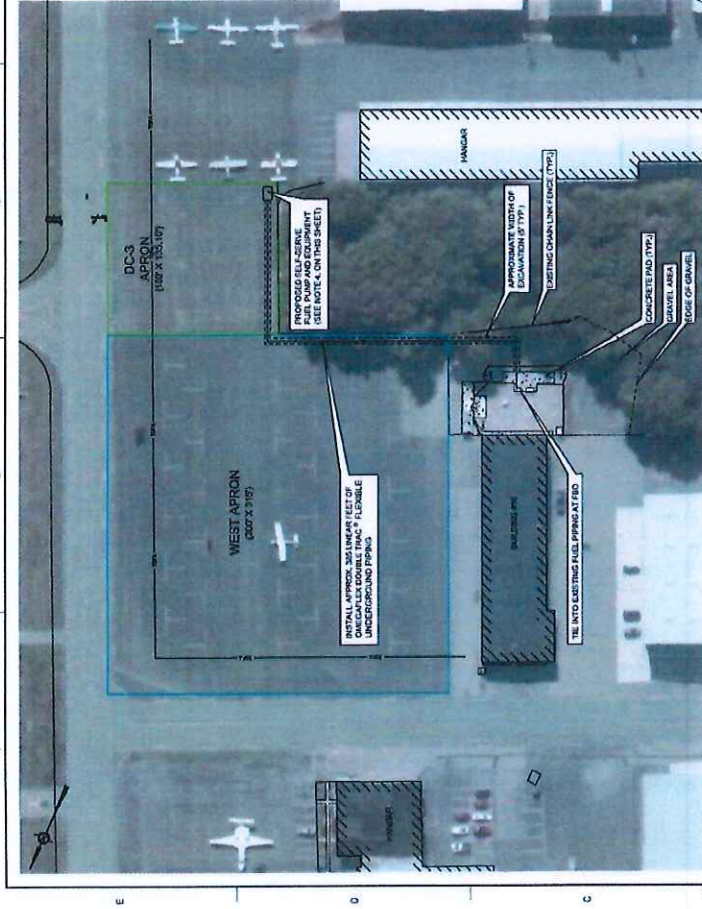


Peter Eichleay, President

Attachments:

Gale Associates, Inc. - Fuel System Concept Plan
Gale Associates, Inc. - Fuel System Concept Plan - Showing Lot 6/7 Access
Gale Associates, Inc. - Fuel System Concept Plan - Access DC-3 Apron Access
12-15-20 FlightLevel Counsel Letter
12-14-20 Airport Counsel Letter
12-09-20 FlightLevel/EAC Realty Trust IV - Notice Letter
07-15-87 Tank Farm Sublease
12-15-88 Agreement

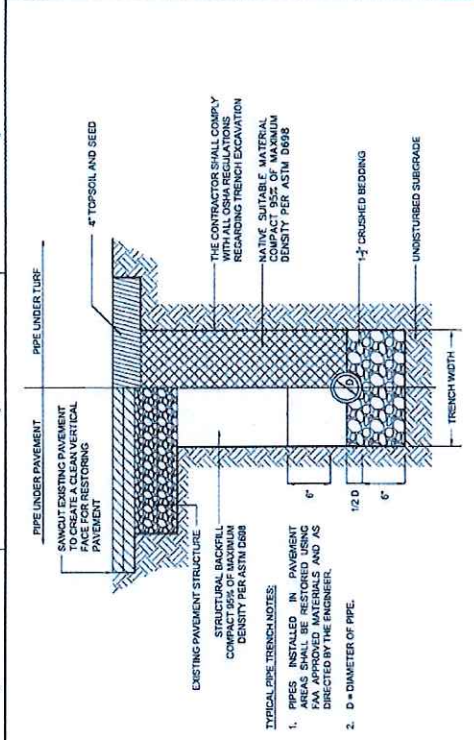
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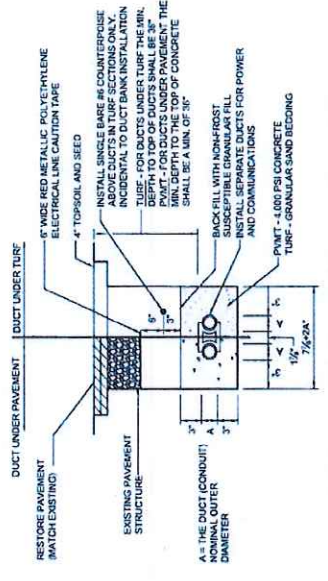
REMOTE DISPENSING EQUIPMENT LOCATION PLAN
SCALE 1" = 50'



SYSTEM APPEARANCE (FACSIMILE)



TYPICAL PIPE TRENCH DETAIL
N.T.S.



POWER AND COMMUNICATIONS DUCT DETAIL
N.T.S.

NOTES:

1. THE INFORMATION CONTAINED ON THIS PLAN IS CONCEPTUAL IN NATURE AND SHOULD NOT BE USED FOR CONSTRUCTION.
2. THIS PLAN HAS BEEN PREPARED USING BASE PLAN DATA PROVIDED BY FLIGHTLEVEL AVIATION COMPANIES OF NORWOOD, MA. FOR THE PURPOSES AND USE OF FLIGHTLEVEL AVIATION COMPANIES.
3. THIS PLAN DEPICTS A FUTURE SELF-SERVE AVIATION DISPENSING FACILITY ON THE DC3 APRON WHICH IS FED BY AN EXISTING FUEL SYSTEM CURRENTLY OPERATING AT THE AIRPORT.
4. THE NEW SATELLITE CABINET SHALL INCLUDE NEW DISPENSING EQUIPMENT, FILTER, HOSE AND HOSE REEL, GROUNDING CABLES, CREDIT CARD TERMINAL, AND ASSOCIATED EQUIPMENT TO ALLOW SELF-SERVICE AVIATION SALES.
5. THE LOCATION OF THE PROPOSED UNDERGROUND FUEL PIPING IS APPROXIMATE. THE FINAL LOCATION, DEPTH AND PIPE MATERIAL SHALL COMPLY WITH THE APPLICABLE REGULATIONS OF ALL FEDERAL, STATE, AND LOCAL AGENCIES HAVING JURISDICTION.

GALE
Gale Associates, Inc.
125 Access Road
Norwood, MA 02062
TEL: 781.552.1011
FAX: 781.552.1010
WWW.GALE-ASSOCIATES.COM

INSTALL REMOTE DISPENSING EQUIPMENT

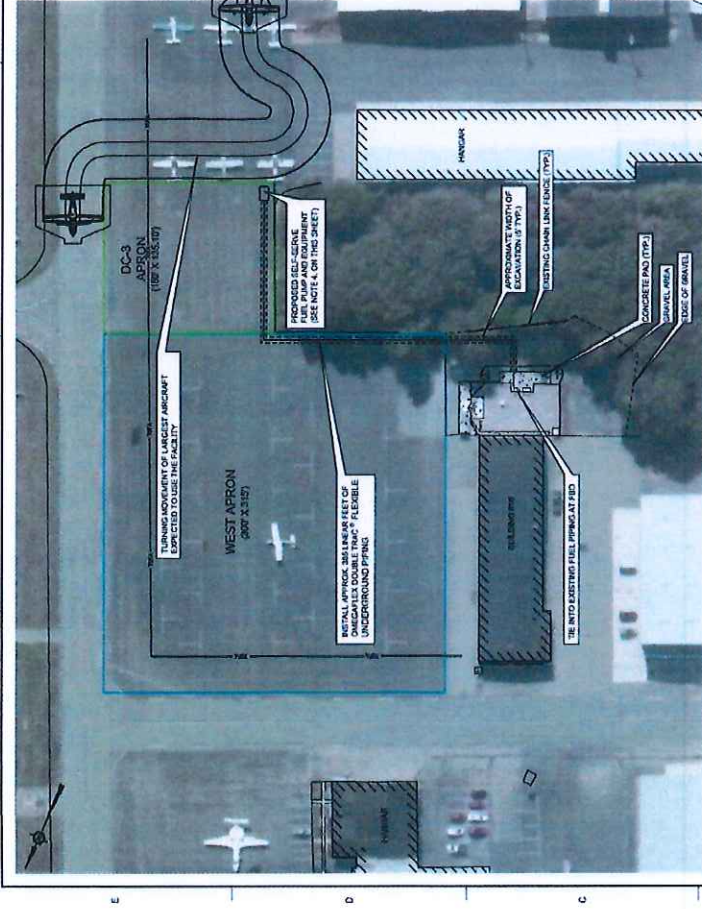
OWNER
Flightlevel Aviation Companies
125 Access Road
Norwood, MA 02062

NO.	DATE	DESCRIPTION	BY
PROJECT NO.			N/A
CADD FILE			CONCEPT
DESIGNED BY			NAI
DRAWN BY			NAI
CHECKED BY			NAI
DATE	1/4/2021		
DRAWING SCALE	1" = 50'		
GRAPHIC SCALE			
SHEET TITLE			

CONCEPTUAL PLAN

DRAWING NO.
FIG. 2C

1 OF 1



REMOTE DISPENSING EQUIPMENT LOCATION PLAN
SCALE: 1" = 50'



SYSTEM APPEARANCE (FACSIMILE)

NOTES:

1. THE INFORMATION CONTAINED ON THIS PLAN IS CONCEPTUAL IN NATURE AND SHOULD NOT BE USED FOR CONSTRUCTION.
2. THIS PLAN HAS BEEN PREPARED USING BASE PLAN DATA PROVIDED BY FLIGHTLEVEL AVIATION COMPANIES OF NORWOOD, MA. FOR THE PURPOSES AND USE OF FLIGHTLEVEL AVIATION COMPANIES.
3. THIS PLAN DEPICTS A FUTURE SELF-SERVE AVIATION DISPENSING FACILITY ON THE DC-3 APRON WHICH IS FED BY AN EXISTING FUEL SYSTEM CURRENTLY OPERATING AT THE AIRPORT.
4. THE NEW JATELITE CABINET SHALL INCLUDE NEW DISPENSING EQUIPMENT, FILTER, HOSE AND HOSE REEL, GROUNDING CABLES, CREDIT CARD TERMINAL, AND ASSOCIATED EQUIPMENT TO ALLOW SELF-SERVICE AVIATION SALES.
5. THE LOCATION OF THE PROPOSED UNDERGROUND FUEL PIPING IS APPROXIMATE. THE FINAL LOCATION, DEPTH AND PIPE MATERIAL SHALL COMPLY WITH THE APPLICABLE REGULATIONS OF ALL FEDERAL, STATE, AND LOCAL AGENCIES HAVING JURISDICTION.

GALE
Civil Engineering, Inc.
450 WASHINGTON STREET, SUITE 100
NORWOOD, MA 02062
TEL: 781-764-1100
FAX: 781-764-1101
www.galeinc.com

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INSTALL REMOTE DISPENSING EQUIPMENT

OWNER
Flightlevel Aviation Companies
125 Access Road
Norwood, MA 02062

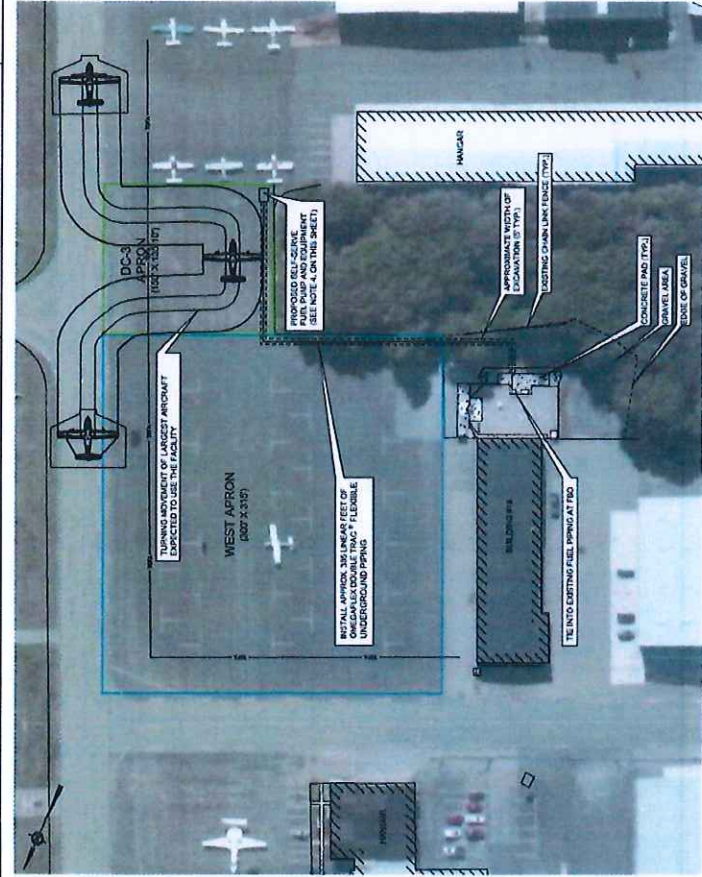
NO.	DATE	DESCRIPTION	BY
PROJECT NO.		N/A	
CAD FILE		CONCEPT	
DESIGNED BY		NAI	
DRAWN BY		NAI	
CHECKED BY		NAI	
DATE	1/14/2021		
DRAWING SCALE	1" = 50'		

CONCEPTUAL PLAN

SHEET TITLE

DRAWING NO.
FIG. 2B

1 OF 1



REMOTE DISPENSING EQUIPMENT LOCATION PLAN
SCALE: 1" = 50'



SYSTEM APPEARANCE (FACSIMILE)

NOTES:

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2. THIS PLAN HAS BEEN PREPARED USING BASE PLAN DATA PROVIDED BY FLIGHTLEVEL AVIATION COMPANIES OF NORWOOD, MA. FOR THE PURPOSES AND USE OF FLIGHTLEVEL AVIATION COMPANIES.
3. THIS PLAN DEPICTS A FUTURE SELF-SERVE AVIATION DISPENSING FACILITY ON THE DC-3 APRON WHICH IS FED BY AN EXISTING FUEL SYSTEM CURRENTLY OPERATING AT THE AIRPORT.
4. THE NEW SATELLITE CANNOT INCLUDE NEW DISPENSING EQUIPMENT, FILTER, NOSE AND HOSE REEL, GROUNDING CABLES, CREDIT CARD TERMINAL, AND ASSOCIATED EQUIPMENT TO ALLOW SELF-SERVICE AVIATION SALES.
5. THE LOCATION OF THE PROPOSED UNDERGROUND FUEL PIPING IS APPROXIMATE. THE FINAL LOCATION, DEPTH AND PIPE MATERIAL SHALL COMPLY WITH THE APPLICABLE REGULATIONS OF ALL FEDERAL, STATE, AND LOCAL AGENCIES HAVING JURISDICTION.

GALE
Civil Engineering, Inc.
1000 Main Street, Suite 101
Norwood, MA 02062
TEL: 781/764-1100
FAX: 781/764-1101
www.gale-engineering.com

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INSTALL REMOTE DISPENSING EQUIPMENT

OWNER
FlightLevel Aviation Companies
125 Access Road
Norwood, MA 02062

NO.	DATE	DESCRIPTION	BY
PROJECT NO.		N/A	
DRAWN BY		CONCEPT	
CHECKED BY		N/A	
DATE		N/A	
DRAWING SCALE		1" = 50'	
GRAPHIC SCALE			

SHEET TITLE
CONCEPTUAL PLAN

DRAWING NO.
FIG. 2A

1 OF 1



FREEMAN MATHIS & GARY, LLP
Attorneys at Law

60 State Street
Suite 600
Boston, MA 02109-1800

Tel: 617.963.5975

www.fmglaw.com

A. Neil Hartzell
Partner

Writer's Direct Access
617.963.5966

nhartzell@fmglaw.com

December 15, 2020

Via First-Class Mail
& Email (mina@andersonkreiger.com)

Mina Makarious
Anderson & Kreiger, LLP
50 Milk Street
Boston, MA 02109

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*

Dear Mina:

Thank you for your letter of December 14. From the outset, while the Sublease has been in existence since July 17, 1987, it has only been an asset of FlightLevel's since January of 2008 when FlightLevel acquired the assets of Easter Air Center. The first 6 years of FlightLevel's 12-year tenure was marked most notably by the Great Recession, during and following which General Aviation activity was significantly repressed, and the outlay of funds for the installation of a fueling system on the DC-3 Apron could not be financially justified – unlike today when, with BEH's fueling operations imminent, the competitive landscape mandates it.

However, irrespective of that, in 2012-13, the Norwood Airport Commission made it clear that aircraft fueling would not be permitted on the DC-3 Apron, so any attempt on FlightLevel's part to seek NAC consent, prior to the lifting of that restriction, would have proven futile. The earliest possible notice of the lifting of the "no-fueling" restriction came in connection with the Town's settlement of the federal lawsuit with BEH.

Once on notice of the prospective settlement (and the possible lifting of the "no-fueling" restriction), FlightLevel immediately, and repeatedly placed the Town on notice of the existence of its rights, and its intention to enforce them, including, inter alia, by verbal conversations, emails, letters, in-person meetings, and ultimately by law suits. Thereafter, when the Technical Master Plan Update was circulated for comment, FlightLevel submitted a June 24, 2020 comment letter, attaching the Sublease, and stating in relevant part:

December 15, 2020

Page 2

FLN supports the initiative articulated in the 2020 TMPU to develop an aircraft wet wash area on the DC-3 Apron, but only to the extent that the wash station will not interfere with FLN's contractual right to install a fuel dispensing facility on the DC-3 Apron, and underground piping leading from its fuel farm on Lot H to the DC-3 Apron. See: "Exhibit B" § 7 at p. 3 and site plan at p. 11. FLN believes the 2020 TMPU and Airport Layout Plan ("ALP") should consider and reflect this inevitability.

The fact, as you mention, that the Norwood Airport Commission is not a party to the Sublease is countered by the various consents and estoppels that the Town has provided, acknowledging the validity of the document, its amendments, and its assignment to FlightLevel. Moreover, if the Town had a viable argument that the Sublease did not provide the rights expressly set forth in it, it has had, as you note, 33 years to interpose that objection, including, most recently, in its Motion to Dismiss FlightLevel's civil action.

A fueling system for the DC-3 apron that complies with the Sublease will require significant engineering. FlightLevel has engaged a firm to develop the plan, but both FlightLevel and its engineers will need access to Lot H and the DC-3 Apron to achieve their objectives. Prior to the Airport Commission's public meeting last Wednesday, the West Apron and the DC-3 Apron were to be held out for public bid, and access did not appear to be an issue. If access is assured, FlightLevel will provide the Norwood Airport Commission with a concept plan within the next 30 days. However, it should be noted that the design will likely evolve from the concept plan, due to site conditions, input from the FAA, MassDOT Aeronautics, Boston Metropolitan Airport, the Tower Manager, Airport Administration, permitting and the like. FlightLevel will, of course, present each such change to the Norwood Airport Commission for approval as and when it is encountered.

At the Injunction hearing in FlightLevel Norwood, LLC et al. v. Town of Norwood et al., in C.A. No. 1982CV01099, the Town represented that it did not intend to give any lease that would result in a breach of FlightLevel's existing rights. We expect the Town to honor that statement.

Very truly yours,



A. Neil Hartzell

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



**FLIGHTLEVEL
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

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781 769 8680 FAX 781 769 0476 OR 781 769 7159

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.

July 15, 1987

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.

July 15, 1987

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.

July 15, 1987

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 - Affectionation 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 15, 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: 

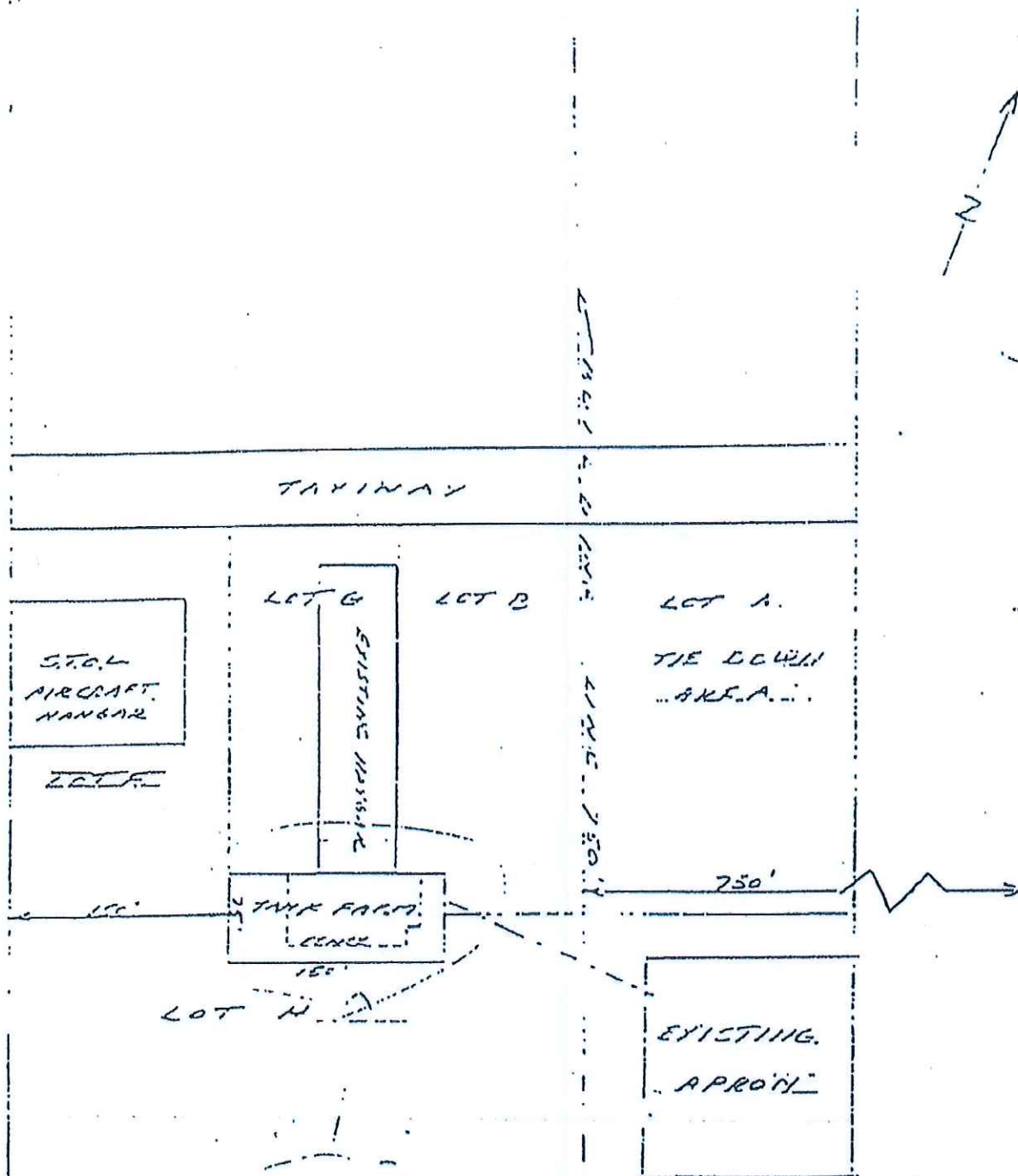
LESSEE:


Donald J. Moore, Jr.


James M. Fitzgerald

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.

ACCESS ROAD



LEASE PLAN - TANK FARM
FROM PLAN OF NEPWECE AIR
DTS 1-31-67 BY NCR L-100 1A
SCALE 1" = 100'

810414
C.7.43911

Marfolk County Registry District
RECEIVED FOR REGISTRATION

OCT - 2 1989

AGREEMENT

3 O'CLOCK 21 m P M
NOTED ON CERTIFICATE NO. 83911
IN REGISTRATION BOOK 420 PAGE 111

THIS AGREEMENT dated this ^{AS OF} 15th day of ~~DECEMBER~~ 1988, is between
EASTERN AIR CHARTER, INC., a Massachusetts corporation with its principal office at
Norwood Airport, Norwood, Massachusetts (the "Assignee"), **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, (the
"Trustees") and **BOSTON METROPOLITAN AIRPORT, INC.**, a Massachusetts corpo-
ration with its principal office at Norwood Airport, Norwood, Massachusetts (the
"Sublessor").

recorded
herewith

WITNESSETH:

WHEREAS, the Sublessor is the sublessor, and the Trustees are the sublessee,
under that certain sublease dated July 17, 1987 (the "Sublease"), of certain land (the
"Subleased Premises") located at Norwood Memorial Airport, Norwood, Massachusetts
(the "Subleased Premises"), a true and correct copy of which is attached hereto and
made a part hereof as Exhibit A; ~~and a~~ ^{and a} ~~notice of which is recorded herewith;~~
and

WHEREAS, the Trustees desire to assign all of their right, title and interest as sub-
lessee under the Sublease to the Assignee; the Assignee desires to accept such as-
signment; and the Sublessor desires to consent to such assignment, all pursuant to a
certain Assignment of Sublease, a true and correct copy of which is attached hereto and
made a part hereof as Exhibit B; ^{recorded herewith} (the "Assignment"); and

WHEREAS, the Trustees, the Assignee and the Sublessor desire to make certain
corrections to the Sublease and to implement the intention of the parties hereto with re-
spect to the Sublease; and

WHEREAS, in connection with the Assignment, the Assignee has requested that
the Sublessor certify as to the accuracy of certain facts relative to the Sublease; and

WHEREAS, in connection with the Assignment, the Assignee has requested that
the Sublessor clarify and amend certain of the terms of the Sublease.

NOW, THEREFORE, for good and valuable consideration, the receipt and suffi-
ciency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Sublease is hereby amended by replacing the plan attached thereto with
the plan attached hereto as Exhibit C (the "Plan"). The Subleased Premises are refer-
enced thereon as the "Tank Farm Lease Lot," and are located within Lease Lot H as
shown on a Subdivision Plan of Land in Norwood, Mass. dated January 31, 1969, 1" =
100' (for leasing purposes only), a copy of a portion of which is attached hereto as Ex-

hibit D (the "Leasing Plan").

2. The Trustees, sublessees under a sublease dated November 9, 1977, to which Sublessor is the sublessor (the "Hangar Lease"), and Sublessor (to the extent Trustees' rights may be terminated or to the extent Sublessor's grant or approval is otherwise required), jointly and severally, grant to Assignee the non-exclusive right to use for access to and egress from the Subleased Premises, a strip of land 25 feet wide on Lease Lot B, 5 feet removed from the westerly boundary of Lease Lot B (as shown on the Plan), and a strip of land approximately 63 feet wide on Lease Lot G, from the westerly side of the hangar located on Lease Lot G to the westerly boundary of Lease Lot G (as shown on the Plan), all of which rights shall be in effect for so long as the Sublease remains in effect; provided that as to the latter easement, said easement shall be reduced as to any widening of the hangar on lot G provided any such widening shall not exceed nine feet. See, Document No. 378799 on Certificate of Title 83911 for Trustees' leasehold title. Further, in the event of the termination of the Hangar Lease, the Sublessor agrees to recognize the Assignee's rights under a certain sublease granted in connection with the operation of the fuel farm, of a small room at the southwest end of the hangar located on Lot G; provided the Assignee is not then in default thereunder and agrees to attorn to the Sublessor.

3. The Sublessor represents and warrants to the Assignee that all of the following statements are accurate and complete as of the date of this Agreement:

(a) The Sublessor has been duly organized, is legally existing, is in good standing under the laws of the Commonwealth of Massachusetts, and has the capacity and authority to enter into this Agreement.

(b) The Sublessor is the lessee under that certain lease of the Subleased Premises (and other lands), in which The Town of Norwood is the lessor, dated December 13, 1967, and filed with the Land Registration Office, Norfolk District, as Document No. 288221 on December 28, 1967, on Certificate of Title No. 83911 (the "Prime Lease"). The Sublessor's rights as lessee under the Prime Lease are free and clear of all mortgages, security interests, liens, encumbrances, restrictions, conditions, encroachments, and other defects or claims.

(c) The Prime Lease is in full force and effect; and there exists no default, or state of facts which with notice, the passage of time, or both, could ripen into a default, on the part of either the Town of Norwood or the Sublessor. No disputes exist between the Sublessor and the Town of Norwood relative to the Prime Lease or the Subleased Premises.

(d) The copy of the Prime Lease attached hereto as Exhibit E is a true and complete copy thereof and the Prime Lease has not otherwise been amended.

There are no other agreements relative to the Prime Lease or the Subleased Premises between the Sublessor and the Town of Norwood.

(e) To the best of the Sublessor's knowledge, there is no pending or threatened litigation, administrative or executive proceedings, investigations, or claims against the Sublessor in connection with the Sublease, or the Sublessor's interest in the Subleased Premises.

(f) The Sublease is in full force and effect and is binding upon the Sublessor and the Trustees; and there exists no default, or state of facts which with notice, the passage of time, or both, could ripen into a default, on the part of either the Trustees or the Sublessor. No disputes exist between the Trustees and the Sublessor relative to the Sublease or the Subleased Premises.

(g) The copy of the Sublease attached hereto as Exhibit A is a true and complete copy thereof and the Sublease has not otherwise been amended. There are no other agreements relative to the Sublease or the Subleased Premises between the Sublessor and the Trustees.

(h) The original term of the Sublease commenced on July 17, 1987, and terminates on April 30, 1993, subject to the rights of the lessee thereunder to extend the original term for three (3) successive periods of fifteen (15) years, as set forth in paragraph 11 of the Sublease.

(i) Rent, fuel charges and all other charges due under the Sublease have been paid through and including July 31, 1989, except for real estate taxes for the first half of fiscal year 1990, which are not yet due and payable.

(j) All of the structures and improvements (except the tanks) located at the Subleased Premises are the property of the Trustees, and may be sold to the Assignee, without claim therefore by the Sublessor.

(k) The Sublessor has not heretofore assigned, mortgaged, pledged or hypothecated its interest under the Prime Lease, or the Sublease, or the rents payable thereunder, to any party.

4. The Sublessor acknowledges that the Assignee is the "second full service fixed base operator" referenced in paragraph 8 of the Sublease, and that the Assignment is being delivered to the Assignee in satisfaction of the obligations in the third and fourth sentences of said paragraph.

5. Notwithstanding anything to the contrary in the Sublease, and subject to the terms of the Prime Lease, the Sublessor agrees that the options to extend referenced in paragraph 11 of the Sublease shall be self-exercising, unless the Assignee gives the Sublessor written notice of the election not to extend, at least six (6) months prior to the date the Sublease would expire but for the exercise of such option. The Sublessor rep-

resents that it has exercised the first option to renew the Prime Lease (expiring December 12, 2007), and that so long as the Sublease is in effect, the Sublessor agrees that it shall exercise all additional options to renew the Prime Lease.

6. The following language shall be added to the end of paragraph 14 of the Sublease:

"Notwithstanding anything to the contrary above, any holder of a leasehold mortgage upon the Lessee's interest hereunder (of which the Lessor is notified of in writing) shall be entitled to reasonable notice and the opportunity to cure any such default, and to thereafter be acknowledged as Lessee's successor-in-interest hereunder, subject to the provisions hereof."


7. The Trustees and the Sublessor agree to execute any additional documents and to take any actions as may be reasonably necessary or desirable to carry out the intent and to fulfill the provisions of this Agreement and the sale of assets by the Trustees to the Assignee in connection herewith.

8. Except as specifically modified hereby, all of the terms and conditions of the Sublease are hereby ratified and shall remain in full force and effect.

9. By assenting to this Agreement, the the Town of Norwood Airport Commission (the "NAC"), agrees that in the event of any default by the Sublessor hereunder, under the Prime Lease, or in the event of the termination of the Prime Leases, the Assignee's possession of the Subleased Premises under the Sublease and hereunder shall not be disturbed or impaired by the NAC or any party claiming by, under or through it, so long as the Assignee continues to observe and perform all of its obligations thereunder.

WITNESS the execution hereof under seal by the parties hereto on the date first above written.

EASTERN AIR CHARTER, INC.

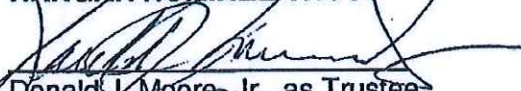


By: Sidney Fagelman

Its: President

Hereunto Duly Authorized

HANGAR NOMINEE TRUST

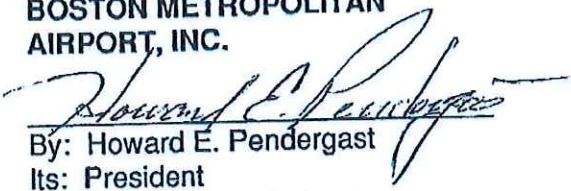


Donald J. Moore, Jr. as Trustee,
but not individually



James M. Fitzgibbons, as
Trustee, but not individually

**BOSTON METROPOLITAN
AIRPORT, INC.**


By: Howard E. Pendergast
Its: President
Hereunto Duly Authorized

The foregoing Agreement is hereby assented to by the Norwood Airport
Commission:


Print Name:


Print Name:


Print Name:


Print Name:


Print Name:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

September 29, 1989

Then personally appeared the above-named Sidney Fagelman, to me personally known, and acknowledged the foregoing instrument to be his free act and deed as President of **EASTERN AIR CHARTER, INC.**

[Signature]
Notary Public: Lloyd A. Jander

My Commission expires: 12/18/92

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

AUGUST 16, 1989

Then personally appeared the above-named DONALD J. MOORE, JR, Trustee of **HAN-GAR NOMINEE TRUST**, to me personally known, and acknowledged the foregoing instrument to be the free act and deed of said trust.

[Signature]
Notary Public:

My Commission expires: Nov 9, 1990

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

Sept. 18, 1989

Then personally appeared the above-named Howard E. Pendergast, to me personally known, and acknowledged the foregoing instrument to be his free act and deed as President of **BOSTON METROPOLITAN AIRPORT, INC.**

[Signature]
Notary Public:

My Commission expires: 7/5/96

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

September 21, 1989

Then personally appeared the above-named Thomas H. Judge, Commissioner of the Norwood Airport Commission, to me personally known, and acknowledged the foregoing instrument to be the free act and deed of the **NORWOOD AIRPORT COMMISSION.**

[Signature]
Notary Public:

My Commission expires: 1-16-92

EXHIBIT A

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
January 13, 2021**

In Attendance:

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

Meeting Called to Order: 4:03 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. MEPA certificate was received at the end of December and the preferred alternatives were approved to move forward with the process. The goal is getting all permits in hand and the variance at the end of 2021 and begin construction in 2022.

Mr. Adler discussed the design/construction Taxiway D relocation 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. At the moment it looks to be funded 90% federal, 5% state and 5% local. With the CARES Act it could be 100% funding, but that has not been determined yet.

MINUTES

- 12/9/20 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.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- 12/16/20 Regular Business Meeting

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, 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 discussed the report showing activities from December 8th to January 11th. Mr. Maguire would like to recognize the Flight Level's line personnel, air traffic control, Norwood Police, Norwood Fire and the assistant airport manager regarding the security

breach and property damage that occurred on January 4th. The Commission thanked Mr. Maguire for his efforts as well. Southern Airways would like to continue operations sometime in late quarter 1 or early quarter 2.

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

NEW BUSINESS

- Payment request #3, AIP No. 3-25-0037-039-2020 (post-construction monitoring)

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to authorize payment of Dubois & King Payment Request No. 3 in the amount of \$4,778.25, 100% reimbursed by FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Payment request #3, AIP No., 3-25-0037-041-2020 (environmental assessment)

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to authorize payment of Dubois & King Payment Request No. 3 in the amount of \$20,472.68, 100% reimbursed by FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- FAA – Sponsor verification of intent

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to authorize the Chairman sign the verification of intent and forward to the FAA.

- Taxiway D construction/obstruction removal grant project, engineering contract

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to authorize the Chairman to sign the contract pending review by town counsel in the amount of \$331,275.

- Gregory Grant, security badge revocation

Mr. Grant's badge has been disabled due to an incident on December 1th, pending review by the Commission. Mr. Grant addressed the Commission and apologized for his actions regarding the incident.

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 by roll call to reinstate Mr. Grant's security badge with the stipulation that if there is another incident involving a vehicle, Mr. Grant will be permanently barred from Norwood Airport, with a letter sent to Mr. Grant stating the same.

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, LLOC 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 AIR2, 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

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;

- 12/9/20 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 4:37 p.m.

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

MEETING ADJOURNED: 4:59 PM

To the Norwood Airport Commission,

My Name is Jacob Bennett, I am a Registered Nurse in a local Emergency Department and a local hunter. I was honored to have gotten the permission last year from the Airport commission to hunt on the Airport grounds during last years deer hunting season. Unfortunately last season was a tough one and we did not get a chance to use the opportunity. I am writing to you in hopes I would be considered again for the opportunity to hunt on the Norwood Airport ground.

William Mulvey, Michael O'Brien and myself will be hunting together again this year and even though we did not get a chance to get in during the season for a hunt, we had put in some work as far a scouting and with any new area there are those hit or miss times and we feel that we were just not in the wright spot due to our scouting. We hope to get some more scouting in and find that prime spot as long as we get the permission through this commission.

We have hunted together for the last 4 years and would like to be considered for approval to hunt for the Airport this season. William Mulvey and Michael O'Brien are Marine Corps veterans and have been hunting for approximately 15 years. I have grown up hunting with my family in upstate New York. We strictly abide by all rules and regulations set forth by the State of Massachusetts and there hunting laws as well as any other guidelines that my put forth by this commission. I hope to hear back from you and I would like to thank you for your time.

Jacob Bennett

[127 Tolman st](#)
[Canton MA 02021](#)
Cell: [617-875-8732](#)

To the Norwood Airport Commission,

My Name is Michael O'Brien I am a Police officer for the Town of Norwood an local hunter. I was honored to have gotten the permission last year from the Airport commission to hunt on the Airport grounds during last years deer hunting season. Unfortunately last season was a tough one and we did not get a chance to use the opportunity. I am writing to you in hopes I would be considered again for the opportunity to hunt on the Norwood Airport ground.

Jake Bennett, William Mulvey and myself will be hunting together again this year and even though we did not get a chance to get in during the season for a hunt, we had put in some work as far a scouting and with any new area there are those hit or miss times and we feel that we were just not in the wright spot due to our scouting. We hope to get some more scouting in and find that prime spot as long as we get the permission through this commission.

We have hunted together for the last 4 years and would like to be considered for approval to hunt for the Airport this season. Myself and William Mulvey are Marine Corps veterans and have been hunting for approximately 15 years. Jake Bennett has grown up hunting with his family in upstate New York. We strictly abide by all rules and regulations set forth by the State of Massachusetts and there hunting laws. Thank you for your time and consideration.

Michael O'Brien

17 Sandra Rd

E. Walpole MA 02032

781-603-5139

Mobrien3081@yahoo.com

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 1/12/21—2/08/21

— Major Projects/Issues—

Obstruction Removal

On 1/28, the Airport Manager (AM) met remotely with FAA, MassDOT and *DuBois & King* to consider the scope of work needed for the removal of obstructions— part of a grant project anticipated for the coming construction season. The work would address the removal of vegetative obstructions plotted in the approach surfaces for OWD's runway ends. These obstructions currently affect the airport's night circle-to-land instrument procedures.

Airport Park Capstone Project

On 1/19, the Airport Commission Chairman and AM met with several engineers from MassDOT to discuss the viability of a MassDOT-financed grant project which would support completion of the airport park. Following this meeting, MassDOT encouraged airport officials to submit a grant application. See *Attachments A-C*.

Snow Removal/Airport Closure

On 1/27, 2/1—2/2, and 2/7, airport management participated in snow removal operations. These operations included the temporary closure of the airport's runways and taxiways to fixed-wing aircraft. Other actions throughout this period included checking/updating surface conditions for snow and ice contamination.

Monthly Revenues

For the month of January, two deposits were posted to the Treasurer's office. These totaled \$35,162.10 in payments. See *Attachment D*.

For the month of February, two deposits were posted to the Treasurer's office. These totaled \$16,056.16 in payments. See *Attachment E*.

Monthly Fuel Flowage

For the month of January, *Flight Level's* bills of lading for fuel totaled 28,439 gallons. At \$.07/gallon, the Town received \$1,990.73 in flowage fees. See *Attachment E*.

— 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.

SWPPP

On 1/20, per the Norwood Airport *Storm Water Pollution Prevention Plan* (SWPPP), the AM conducted an annual compliance inspection of *Flight Level's* facility; and on 1/25, the AM submitted an annual report to EPA.

Air Traffic Count

For the Norwood Airport's January 2021 air traffic reports, see *Attachments F-G*.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



Application for Assistance
MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED: January 22, 2021		AIRPORT: Norwood Memorial Airport	
<input type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	CITY: Norwood	
<input checked="" type="checkbox"/> PRE APPLICATION	<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:			
AIRPORT CONSULTANT: DuBois & King			
CONGRESSIONAL DISTRICT:			

2. PROJECT TITLE: Completion of Site for Airport Park
PROJECT DESCRIPTION
<p>The locus of proposed work is adjacent to, and just north of, the airport administration building, and the project would complete a comprehensive, 14-year commitment to improve the site.</p> <p>This work began in 2007 during phase I of the state airport administration building project. Since then, the site has become the airport's main observation area, a park in fact, which today overlooks OWD's aircraft operating areas. This is where the Norwood Airport Commission has improved the site by constructing two public parking lots, and installing a flagpole, picnic benches and tables. Since making these improvements, the volume of pedestrian traffic which frequents this site continues to grow. The NAC is therefore proposing this capstone project to further enhance the visiting/viewing public's experience.</p> <p>The sponsor would construct a block modular retaining wall and guard rail. Additional work would include some excavation, grading, loaming and seeding, along with the removal/re-setting of a perimeter fence, plus, installation of an irrigation system.</p> <p>The Town, which has already produced engineering drawings, site renderings and an itemized estimate, would use its collective resources to design and bid the work. The Town would also provide resident inspection services during construction phase.</p> <p>Attach an 8.5 x 11" sketch showing the location of the project</p>

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING				
CONSTRUCTION		\$158,000		\$158,000
EQUIPMENT				
OTHER				
ADMINISTRATION				
TOTAL PROJECT COST		\$158,000		\$158,000

4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE				
LOCAL SHARE		\$31,600		\$31,600
STATE SHARE		\$126,400		\$126,400
TOTAL PROJECT COST		\$158,000		\$158,000

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot

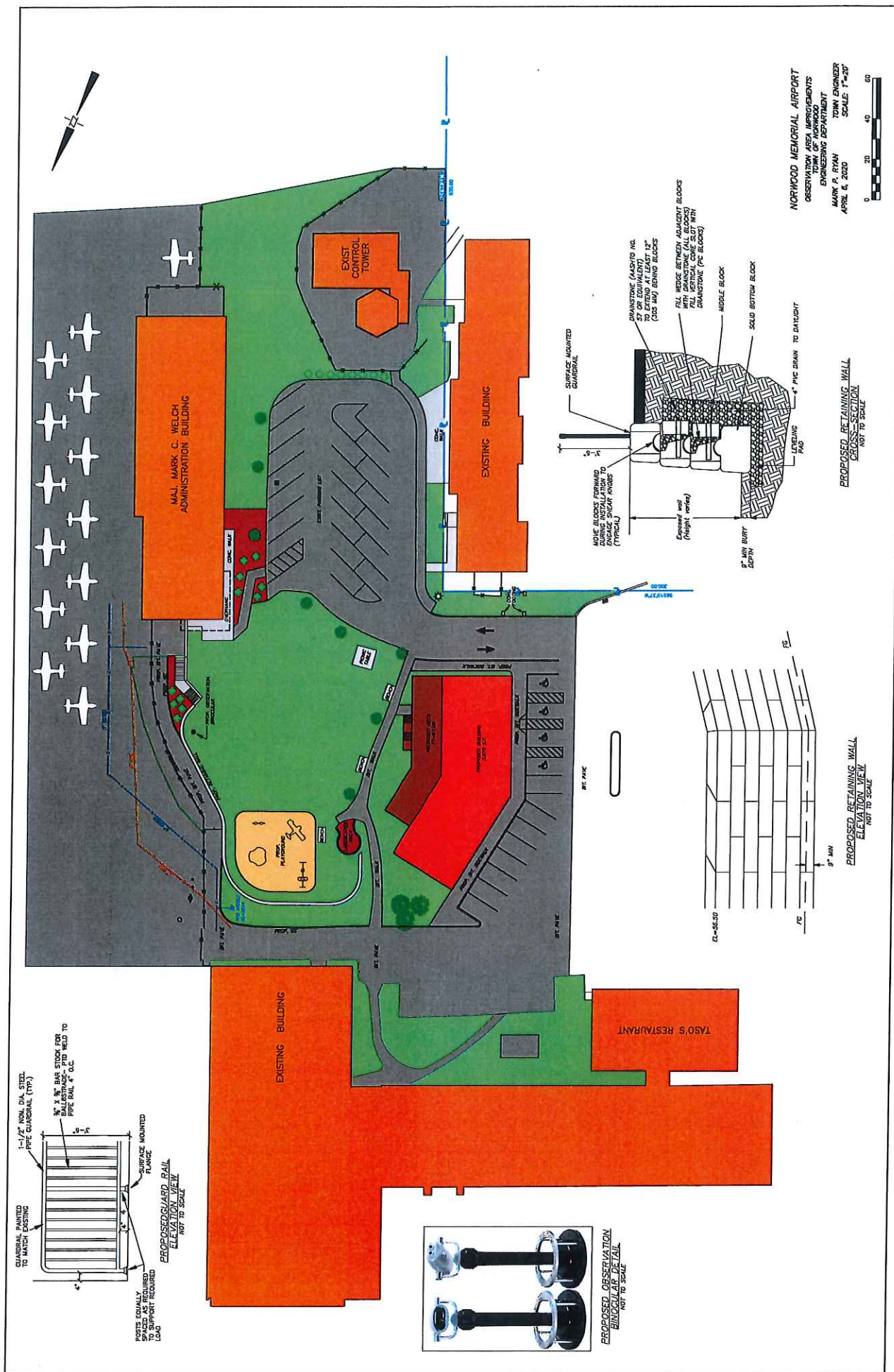
5. PROJECT SCHEDULE:						
START DATE: May 1, 2021				COMPLETION DATE: June 25, 2021		
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2021	2021	2 nd Qtr. CY		\$31,600	\$126,400	\$158,000

7. OTHER INFORMATION	YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS	YES	NO	N/A
1. SPONSOR WILL COMPLY/HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN/HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SPONSOR WILL MEET/HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % M/W/DBE PARTICIPATION: <u>10.4%</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. SPONSOR WILL ASSURE/HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. SPONSOR WILL NOTIFY/HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. SPONSOR WILL HAVE/DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. TITLE	SIGNATURE	DATE
AIRPORT CONSULTANT		
AIRPORT MANAGER	<i>Russ Maguire</i>	
AIRPORT COMMISSION CHAIRMAN	<i>[Signature]</i>	1/28/21
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT - AERONAUTICS DIVISION COMMENTS



January 2021 Financial Report

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	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$800	\$3,250	\$4,700	\$0	\$0
Revolving – Insurance Recovery	\$0	\$0	\$0	\$0	\$0
General ³	\$0	\$0	\$360	\$0	\$0
Landing Fees	\$7,008.00	\$23,328	\$35,884.80	\$7,008.00	N/A
TOTAL	\$35,162.10	\$177,416.81	\$277,271.90	\$25,698.68	\$4,858.71

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.

February Financial Report

(as of 2-08-21)

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2021 YTD	FY 2020	FLN FBO ¹ THIS PERIOD	BEH FBO ² THIS PERIOD
Land Leases	\$14,065.43	\$144,015.12	\$205,921.83	\$14,065.43	\$0
Fuel Flowage Fees	\$1,990.73	\$22,879.85	\$30,405.27	\$1,990.73	\$0
Aircraft Tie-Down Leases	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$0	\$3,250	\$4,700	\$0	\$0
Revolving – Insurance Recovery	\$0	\$0	\$0	\$0	\$0
General ³	\$0	\$0	\$360	\$0	\$0
Landing Fees	\$0	\$23,328	\$35,884.80	\$0	\$0
TOTAL	\$16,056.16	\$193,472.97	\$277,271.90	\$16,056.16	\$0

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.



FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD														
Facility Name: Norwood				Location: Norwood, MA				Mo.		Yr.		Location Ident.		
								O		1		O		
												W		
												D		
Airport Operations Count														
Facility Operating Hours →														
1 3 0														
LOCAL														
ITINERANT				VFR				LOCAL						
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			6		6			24		24	2		2	32
02		3	13		16			23		23				39
03		1	9		10			36		36	218		218	264
04			5		5		9	24		33	46		46	84
05			4		4		5	3		8				12
06		1	12	2	15		9	77		86	68		68	169
07			6		6		17	131		148	122		122	276
08			7		7		2	112		114	104		104	225
09		1	15		16		1	122		123	112		112	251
10		2	8		10			116		116	140		140	266
11			14		14		5	78		83	52		52	149
12		2	3		5		7	94		101	34		34	140
13		1	9		10		2	83		85	118		118	213
14			14	2	16		4	13		17	8		8	41
15		2	12		14		6	77		83	118		118	215
16		2	1		3						2		2	5
17		2	2		4			6		6	6		6	16
18			8		8		9	118		127	54		54	189
19			3		3		16	77		93	66		66	162
20		4	9		13		13	58		71	110		110	194
21			7		7		6	35		41	10		10	58
22			8		8		5	120		125	82		82	215
23			6		6		2	29		31	16		16	53
24		1	7		8		2	7		9				17
25			6		6		11	75		86	58		58	150
26		2	7		9		5	71		76	76		76	161
27		2	1		3									3
28		3	1		4		2	5		7				11
29		2	7		9		2	12		14				23
30		2	5		7		3	116		119	78		78	204
31		1	20		21		1	130		131	94		94	246
Total		34	235	4	273		144	1872		2016	1794		1794	4083

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD														
Facility Name Norwood			Location: Norwood, MA			Mo. O 1		Yr. 2 1		Loc Ident. O W D				
OVERFLIGHT COUNT														
IFR OVERFLIGHTS						VFR OVERFLIGHTS						Total Overflights		
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total				
01								6			6	6		
02												2	2	
03								4			4	6	6	
04								28			28	32	32	
05														
06								4	4		8	8	8	
07								16			16	16	16	
08								10	2		12	12	12	
09								2	8		10	10	10	
10								12			12	12	12	
11								14	4		18	18	18	
12								14	16	2	32	32	32	
13								2	14	4	20	20	20	
14								4	4		8	8	8	
15								8	4	2	14	14	14	
16								2			2	2	2	
17								6			6	6	6	
18								16	10		26	26	26	
19								16	12	2	30	30	30	
20								4	6	2	12	12	12	
21								2	4	2	8	8	8	
22								4	4		8	8	8	
23								8	2		10	10	10	
24								2			2	2	2	
25								24	20		44	44	44	
26								10	6		16	16	16	
27														
28														
29								4	6		10	10	10	
30								2	4		6	6	6	
31								4	14		18	18	18	
Total								176	194	20	390	390	390	

Underground

Write a description for your map.

Legend

 Feature 1



Google Earth

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