



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, March 23, 2022

TIME: 4:00 p.m.

PLACE: Norwood Airport Commission Meeting Room
111 Access Road
Mark C. Welch Administration Building (Building #9)
Norwood, MA 02062

TOWN CLERK
TOWN OF NORWOOD
RECEIVED
2022 MAR 21 P 1:46

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

- 2-9-22 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- FAA grant application (SF-424), relocation of runway 10 PAPI power/control assembly
- MassDOT grant application, relocation of runway 10 PAPI power/control assembly

6. CORRESPONDENCE:

- FAA grant application (SF-424), relocation of runway 10 PAPI power/control assembly
- MassDOT grant application, relocation of runway 10 PAPI power/control assembly
- 2-6-22 Part 13 complaint by C. Donovan, Sr., *Boston Executive Helicopters*
- 3-14-22 response to BEH Part 13 complaint
- 2021 Report of the Norwood Airport Commission (annual report)
- Revised January 2022 financial report
- FinCom summary of airport financials for FY 2021
- 2-11-22 response to O. Hues Part 13 complaint

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.

Purpose 1 for executive session (M.G.L. c. 30A, § 21(a)(1)); – To discuss receipt of a Federal Aviation Regulation Part 13 complaint against the Town of Norwood and Norwood Airport Commission from Christopher Donovan, Sr.; and 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

- 2-9-22 executive session minutes

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
February 9, 2022**

In Attendance:

Commissioners: Mark Ryan, Chairman; Michael Sheehan; John Corcoran; Russ Maguire,
Airport Manager
Also Present: Karis North

Meeting Called to Order: 4:00 PM

Matt McDonald from the Norwood Record and Chris Donovan from BEH are recording the meeting.

PROJECTS

- AIP Project update, DuBois & King, Mark Goodrich

Proposed Taxiway D relocation project and Runway 2A clearing – The contractor has made two visits to the site. They have flagged the areas to be cleared and are monitoring the water conditions. It is anticipated that taxiway D will get under construction in the spring.

Runway 10-28 reconstruction and Taxiway C realignment – The federal and state funding for the runway reconstruction will be pushed out to next year. The realignment of taxiway C will go out to bid in early March.

MINUTES

- 1/12/22 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

AIRPORT MANAGER'S REPORT

Mr. Maguire presented the Manager's report to the Commission. The financial report will be provided at the next meeting.

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

- Federal Aviation Regulation Part 13 complaint, Oulton Hues
Attorneys from Anderson & Kreiger are drafting a letter in response to the FAA. On January 13, 2022 Mr. Maguire investigated both hangars in question and took photos which will be part of the report.
- Engineering contract: environmental assessment (phase II) for the taxiway C re-location and runway 17-35 paved safety areas
The contract is in the amount of \$379,389. An independent engineer gave a similar estimate in the amount of \$368,152. The difference in the contract falls within the FAA guidelines of 10%.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the engineering contract for the environmental assessment (phase II) in the amount of \$379,389.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Closeout: environmental assessment, phase I, for taxiway C re-location and runway 17-35 paved safety areas

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to accept the grant closeout worksheet, page 1 for taxiway C re-location and the paved 17-25 runway safety areas.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Project completion: environmental assessment, phase I, letter to FAA

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 cover letter to the FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

CORRESPONDENCE

- Engineering contract: environmental assessment (phase II) for the taxiway C re-location and runway 17-35 paved safety areas
- 1-12-22 letter from J. Panteli, of FAA, to NAC re: 12-31-21 Part 13 complaint from O. Hues (encl.)
- Airport sponsor grant closeout worksheet for AIP No. 3-25-0037-041-2020 environmental assessment, phase I, for taxiway C re-location and runway 17-32 paved safety areas)

- 2-9-22 draft letter to M. Ricci, of FAA, re: project completion for IP No 3-25-0037-041-2020 (environmental assessment, phase I, for taxiway C re-location and runway 17-35 paved safety areas)
- 2-7-22 letter from R. Maguire to Straight & Level, Inc. re: authorized-unauthorized helicopter operations
- February 2022 revised capital improvement plan
- FY 2023 proposed operating budget, Airport Department

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 following purposes:

- 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.
- Purpose 1 to discuss receipt of an Open Meeting Law complaint against Norwood Airport Commission from Christopher Donovan, Sr.
- Purpose 1 to discuss receipt of a Federal Aviation Regulation Part 13 complaint against the Town of Norwood and Norwood Airport Commission from Oulton Hues; and Purpose 3 to discuss strategy with respect to the litigation if an open meeting may have a detrimental effect on the litigation position of the Norwood Airport Commission.
- Discuss and approve 1/12/22 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 4:12 p.m.

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

MEETING ADJOURNED: 4:41 PM

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

04/15/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Town of Norwood

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

04-6001254

*** c. Organizational DUNS:**

0842115720000

d. Address:

*** Street1:**

111 Access Road

Street2:

*** City:**

Norwood

County/Parish:

*** State:**

MA: Massachusetts

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

02062

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Russ

Middle Name:

*** Last Name:**

Maquire

Suffix:

Title:

Airport Manager

Organizational Affiliation:

*** Telephone Number:**

781-255-5615

Fax Number:

*** Email:**

rmaquire@norwoodma.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

AIP No. 3-25-0037-XXX-2022

* Title:

Reimbursable grant FAA Support Relocation of the Runway 10 PAPI Power and Control Assembly

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Reimbursable grant FAA Support Relocation of the Runway 10 PAPI Power and Control Assembly

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

09

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

05/02/2022

* b. End Date:

12/30/2022

18. Estimated Funding (\$):

* a. Federal

26,266.49

* b. Applicant

1,459.25

* c. State

1,459.25

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

29,184.99

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Mark

Middle Name:

* Last Name:

Ryan

Suffix:

* Title:

Chairman

* Telephone Number:

781-255-5615

Fax Number:

* Email:

mryan@norwoodma.gov

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-top: 10px;"> <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="margin-top: 10px;"> <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below. </div>	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? <div style="text-align: right; margin-top: -10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A </div> <p style="margin-top: 10px;">If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:</p> <div style="margin-top: 10px;"> <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII). </div> <p style="margin-top: 10px;"><i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i></p>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Town of Norwood has in effect comprehensive zoning

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default of any obligations

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances that the Sponsor can not carry out the provisions of the Grant Assurances

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with existing plans for the airport and surrounding area

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Fair consideration has been given to surrounding communities

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The airport has consulted with airport users

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Public hearings have been performed for the project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project does not involve a runway or airport location

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grant exclusive rights

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

All land for this project is owned by the Town

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous	29,185		29,185
14. Subtotal (Lines 1 through 13)	\$ 29,185		\$ 29,185
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 29,185		\$ 29,185
19. Federal Share requested of Line 18	26,266		26,266
20. Grantee share	1,459		1,459
21. Other shares	1,459		1,459
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 29,185		\$ 29,185

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 1,459
25. Other Shares	Amount
a. State	1,459
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit A Property map dated 10/30/2020 and attached Grant Application for AIP No. 3-25-0037-042-2021 reflects, to the best of my knowledge the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reimbursable Grant Relocation of the Runway 10 PAPI Power and Control Assembly

AIRPORT: Norwood Airport 3-25-0037-XXX-2022

1. Objective:

See Attached

2. Benefits Anticipated:

See Attached

3. Approach: (See approved Scope of Work in Final Application)

See Attached

4. Geographic Location:

Norwood MA

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Jeff Adler
DuBois & King, Inc. 15 Constitution Drive, Suite 1L, Bedford NH 03110 (603)-637-1043

PROGRAM NARRATIVE
NORWOOD MEMORIAL AIRPORT
TAXIWAY C RELOCATION
FAA REIMBURSABLE AGREEMENT
AIP NO. 3-25-0037-XXX-2022

OBJECTIVE

The project shall consist of a reimbursable agreement with FAA in support of the construction of the relocation of TW C (1600' x 35') and TW C1, C2, and C3 (each approx. 200' x 35') which will eliminate a direct connection from an apron to RW 17-35.

BENEFIT

The construction of the Taxiway C relocation would be a safety improvement to eliminate a direct connection from an apron to RW 17-35. The reimbursable agreement will provide FAA support with relocating the RW 10-28 PAPI power control panel due to the relocated Taxiway C.

All users have been notified of this project and participated in the project planning.

The project will be coordinated with FAA, MassDOT and the airport.

This project is covered by a FONSI issued on 12/15/2021

The project has been coordinated with MassDOT, Federal Fish & Wildlife, SHPO, and THPO.

A Part 26 DBE policy is on file with FAA Civil Rights Office.

Cost Breakdown:

Reimbursable	\$29,184.99
Total Project Cost	\$29,184.99

Project Schedule

Contract Execution	March 2022
FAA Design review	March 2022
FAA Construction Oversight	August - November 2022

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2022

Description of Work: FAA support for Relocation of the Runway 10 PAPI Power and Control Assembly

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Norwood Memorial Airport

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2022 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryab

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2022

Description of Work: FAA support for Relocation of the Runway 10 PAPI Power and Control Assembly

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of April , 2022 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Norwood Airport Commission

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:



* DATE:



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2022

Description of Work: FAA support for Relocation of the Runway 10 PAPI Power and Control Assembly

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of April , 2022 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2022

Description of Work: FAA support for Relocation of the Runway 10 PAPI Power and Control Assembly

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2022 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

[Submit by Email](#)

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Norwood Airport Commission

Airport: Norwood Memorial Airport

Project Number: 3-25-0037-XXX-2022

Description of Work: FAA support for Relocation of the Runway 10 PAPI Power and Control Assembly

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2022 .

Name of Sponsor: Norwood Airport Commission

Name of Sponsor's Authorized Official: Mark Ryan

Title of Sponsor's Authorized Official: Chairman

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email



ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- a. Each fixed-based operator at the 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 and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 31, 2022 , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Assistance

MassDOT Aeronautics Division Form AD1 (Last Modified: March 1, 2021)

1. DATE SUBMITTED:		AIRPORT: Norwood Memorial Airport	
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	CITY: Norwood	
<input 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: 9th Congressional District			

2.	PROJECT TITLE: Reimbursable grant Relocation of the Runway 10 PAPI Power and Control Assembly
PROJECT DESCRIPTION:	
<p>The project shall consist of a reimbursable agreement with FAA in support of the construction of the relocation of TW C (1600' x 35') and TW C1, C2, and C3 (each approximate 200' x 35') which will eliminate a direction connection from an apron to RW 17-35</p>	
PROJECT JUSTIFICATION:	
<p>The construction of the Taxiway C relocation would be a safety improvement to eliminate a direct connection from an apron to RW 17-35. The reimbursable agreement will provide FAA support with relocating the RW 10-28 PAPI power control panel due to the relocated Taxiway C.</p>	
Attach an 8.5 x 11" sketch showing the location of the project	

3. PROJECT COST BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
CONSULTANT				
CONSTRUCTION				
EQUIPMENT				
OTHER COSTS	29,184.99			29,184.99
ADMINISTRATION				
TOTAL PROJECT COST	29,184.99			29,184.99

4. PROJECT FUNDING BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	26,266.49			26,266.49
STATE SHARE	1,459.25			1,459.25
LOCAL SHARE	1,459.25			1,459.25

TOTAL PROJECT COST	29,184.99			29,184.99
-----------------------	-----------	--	--	-----------

5. PROJECT SCHEDULE:	
START DATE:05/22	COMPLETION DATE: 12/22

6. PROJECT COST EXPENDITURE SCHEDULE:						
CALENDAR YEAR	FISCAL YEAR	FISCAL QUARTER ¹	FAA SHARE	STATE SHARE	LOCAL SHARE	TOTAL
2022	2023	Q1	14,400.00	800.00	800.00	16,000.00
2022	2023	Q2	11,866.49	659.25	659.25	13,184.99

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	<input checked="" type="checkbox"/>	<input 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 THE PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. SPONSOR WILL OBTAIN/ HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL MEET/ HAS MET DBE ² OR M/WBE ³ REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % DBE ³ or M/WBE ⁴ PARTICIPATION: <u>4.4%</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SPONSOR WILL ASSURE/ HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. SPONSOR WILL NOTIFY/ HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. SPONSOR WILL HAVE/ DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. TITLE:	NAME & SIGNATURE:	DATE:
AIRPORT CONSULTANT		
AIRPORT MANAGER		
AIRPORT COMMISSION CHAIRMAN		
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT – AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT – AERONAUTICS DIVISION COMMENTS:

¹ – Q1 = July to September | Q2 = October to December | Q3 = January to March | Q4 = April to June

² – DBE Goal is used for projects with any amount of federal participation; cross out M/WBE.

³ – M/WBE Goal is used for projects with no federal participation; cross out DBE.

ANDERSON KREIGER

DAVID S. MACKEY
dmackey@andersonkreiger.com
T: 617.621.6531
F: 617.621.6631

February 11, 2022

VIA EMAIL AND FEDERAL EXPRESS

Gail Lattrell
New England Region
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803-5078

Re: *Response to Informal Complaint from Oulton Hues*

Dear Ms. Lattrell:

I represent the Norwood Memorial Airport Commission (the “Commission”), the sponsor of the Norwood Memorial Airport (“Airport”). The Commission has received from Mr. Oulton Hues a complaint under 14 C.F.R. Part 13, *FAA Investigative and Enforcement Procedures* (the “Complaint”) (attached as **Exhibit A**). Mr. Hues’ Complaint alleges that one hangar subtenant, Ernie Boch, Jr., misused his hangar by storing several automobiles there. Although the Complaint alleges that this non-aviation use is governed by Grant Assurance Nos. 5, 19, 22, 23, and 29, in substance Mr. Hues is concerned that the Airport is violating the FAA’s Hangar Use Policy by “turning a blind eye” to Mr. Boch’s alleged storage of vehicles. *See Policy on the Non-Aeronautical Use of Airport Hangars*, 81 Fed. Reg. 38906–38911 (June 15, 2016) (“Hangar Use Policy”). For the reasons described below, the FAA should reject the Complaint.

The Airport is, in fact, in compliance with Hangar Use Policy. Section VI(b) of the Policy describes airport sponsors’ obligations as follows: “Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.” The Commission does precisely that.

First, the Commission obligates its tenants to use hangars for aeronautical purposes. For example, Section IV of the most recent lease between the Airport and FlightLevel Norwood, LLC (“FlightLevel”) allows FlightLevel to “use the Leased Premises [including a to-be constructed hangar] only for...aeronautical purposes and activities.” *See Standard Ground Lease, Long: Lots A, B, C* (attached as **Exhibit B**). This obligation is in turn reflected in the hangar sub-lease between FlightLevel and Mr. Boch (“Boch Sub-Lease”) (attached as **Exhibit C**), which limits Mr. Boch’s use of the hangar to aircraft storage. *See Boch Sub-Lease*, § 1

(leasing Boch “hangar storage space for Lessee’s Aircraft”). Moreover, Section 7 of the Boch Sub-Lease explicitly prohibits Mr. Boch from “stor[ing] []or park[ing] motor vehicles or other personal property within the Hangar Space or adjacent areas without the express prior written consent of Landlord.” In short, there is no evidence that the Commission, or its tenants, have ever consented to Mr. Boch parking automobiles in his hangar.

Second, Airport Manager Russ Maguire monitors hangars on a regular basis, has in the past had the owners remove trailers, RVs, and box trucks that violated the Policy, and would act promptly to cure unapproved non-aeronautical hangar use. These inspections will, of course, continue in the future.

Third, the only evidence of the alleged non-compliance that the Commission has received is Mr. Hues’ Complaint. Upon receipt of that letter, the Commission investigated the allegations. The Airport Manager has taken several recent photographs of Mr. Boch’s hangar space, none of which show any automobiles or evidence of automobile storage. Several photographs taken on January 7, 2022 (prior to the Complaint) and January 13, 2022 (after receiving the Complaint), attached as **Exhibit D**, show the hangars empty of automobiles. Put simply, we found no evidence of a violation of Mr. Boch’s sublease.

Finally, FlightLevel and Mr. Boch have agreed to terminate the Boch Sub-Lease effective April 1, 2022. *See Termination of Hangar Space Agreement* (attached as **Exhibit E**). Without any sub-lease agreement between FlightLevel and Boch, Mr. Hues’ Complaint will be moot.

In short, the Commission is in compliance with the Hangar Use Policy, and will continue to maintain practices to ensure it stays in compliance in the future. Accordingly, the Commission requests that the FAA reject Mr. Hues’ Complaint on the grounds that it is both unsupported and, in any event, will soon be moot. If you have any questions or require additional information, please do not hesitate to contact me at 617-594-5940.

Sincerely,

/s/ David S. Mackey

David S. Mackey

Enclosures

ecc: Oulton Hues, Complainant
Jorge E. Panteli, FAA New England Region Airports Division
Mark Ryan, Chair, Norwood Airport Commission
Russ Maguire, Airport Manager, Norwood Memorial Airport
Karis L. North, Esq., Norwood Town Counsel
Mina S. Makarious, Esq., Anderson & Kreiger LLP

EXHIBIT A

December 31, 2021

Ms. Gail Lattrell
gail.lattrell@faa.gov
FAA New England Region Airports Division
Director.
1200 District Ave
Burlington, Massachusetts 01803

RE: Part 13 complaint regarding hangar leasing to Mr. Ernie Boch Jr. at the Norwood Municipal Airport for dealership car storage.

Dear Ms. Lattrell,

I am writing to request an investigation of the hangar use policy and leasing practices at the Norwood Memorial Airport (KOWD) in Norwood Massachusetts.

Norwood Memorial Airport receives federal AIP funding as you know. The Airport has been the subject of numerous complaints and a recent Part 16 decision against the Town of Norwood. I am a Norwood resident and long time user of the Norwood Memorial Airport. We have always had a shortage of hangar space available at the Norwood Airport for aircraft as is the case nationwide. Recently I have learned that a large hangar has been rented for over ten years by a local car dealer and billionaire, Ernie Boch Jr. also of Norwood. Mr. Boch has a large hangar on the Airport where he keeps his Jet, N900EB. His hangar is the second hangar along gate 2 on the left. Mr. Boch owns 1 aircraft. The large hangar next to Mr. Boch is controlled by Flight Level Aviation. This hangar is located West of the Boch hangar. Mr. Boch has held concerts in his hangar and parties which have included hundreds of people.

Mr Boch owns car dealerships along Route 1 along with the Boch Maserati dealership and other high end car dealerships. Mr. Boch has rented this second hangar to store high end cars from his dealerships and some of his own personal high end cars. It appears Mr. Boch is storing cars in this hangar with the approval of the Airport Manager and Norwood Airport Commission which runs the Norwood Airport. Storing cars on the airport denies the aviation community use of these hangars and raises the existing and future hangar rates for the aviation community. I believe Mr. Boch is paying over a million dollars for the lease of this hangar which extends to ten years. This will entice Flight Level to lease out hangars for extreme rents from non aviation users, well above fair market value of hangars on the airport. This will price out aircraft owners while artificially raising hangar lease rates. Cars can be stored anywhere. Mr. Boch has the resources to build a secure warehouse anywhere. The Aviation community ends up subsidizing Mr. Boch and his car dealerships.

The hangar stores cars which are moved between the dealerships and Mr. Bochs private residence in Norwood. This creates safety concerns for aircraft operating around the airport while cars are being transported by individuals who are not vetted and approved for entry into the airport. These cars are also not registered and insured which creates further potential liability concerns. These high end cars also invite possible theft and criminal activity to the airport. With millions of dollars of high end cars in the hangar thieves will view the airport as a possible target. The Airport Manager has ordered many others to remove non aviation items from hangars and gone so far as to ban picnic tables from the Airport while turning a blind eye to this activity of Mr. Boch for the benefit of Flight Level.

The practice of leasing hangars to Mr. Boch will invite other car dealers to lease hangars. Norwood is home to the famous auto mile with numerous car dealerships.

My fear is also that the Norwood Airport Management will make up false claims that the hangars are not in demand and this hangar was vacant. I would ask that the lease for this hangar as well as all hangar leases be made public so the aviation users can ensure open and fair rates are being utilized. There is a huge shortage in New England for hangars to house aircraft.

The non aviation use of Norwood Airport hangars by Mr. Boch and Flight Level is addressed in FAA Grant Assurances:

- Preserving rights and powers (Grant Assurance 5);
- Making the airport available for aviation use on certain terms (Grant Assurance 22);
- Not granting exclusive rights (Grant Assurance 23);
- Ensuring safe operations (Grant Assurance 19); and
- Complying with the ALP (Airport Layout Plan) process and requirements (Grant Assurance 29).

Could you please acknowledge receipt of my complaint and keep me advised of any response from the Airport or Flight Level. Everyone at the airport is concerned about this activity and fearful of retaliation as you know. I am available if you need any further information.

Respectfully,

Oulton Hues
640 Neponset Street
Norwood, Massachusetts 02062

cc. Ms. Colleen D'Allesandro
Regional Administrator
colleen.dalessandro@faa.gov

EXHIBIT B

Norwood Memorial Airport
Standard Ground Lease, Long: Lots A, B, C
Revised May 8, 2019

This Ground Lease Agreement (the "**Lease**" or "**Agreement**") is made this ____ day of _____, 2020 by and between the Norwood Airport Commission (the "**Lessor**" as further defined below, or "**NAC**") and FlightLevel Norwood, LLC (the "**Lessee**" as further defined below)

Lessor: Norwood Airport Commission, acting pursuant to its statutory powers as set forth under Massachusetts General Laws, Chapter 90, Sections 51D through 51N, as the same may be amended, by and on behalf of the Town of Norwood, and having its usual place of business at Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062 (the "**Airport**").

Lessee: FlightLevel Norwood, LLC, a Delaware limited liability company with a place of business at 125 Access Road, Norwood, MA 02062

I. **GROUND SPACE**: 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 hereby leases unto the Lessee a parcel of land containing approximately ninety five thousand four hundred forty six (95,446) total square feet (commonly referred to as "Lots A, B and C Ramp" and also as the "Leased Premise" herein) and shown on an Exhibit A plan attached hereto, situated on the Norwood Memorial Airport in Norwood, Massachusetts. The Leased Premises are marked "Lots A, B and C" ramp on said plan.

II. **TERM**: Subject to earlier termination as hereunder provided, this Lease is for one (1) term of **twenty (20) years**, commencing on the first (1st) day of March 2020 and ending on last day of March 2040 (the "**Term**").

III. **RENT**: The rent that the Lessee will pay to the Lessor during the Term shall be paid in twelve (12) equal monthly installments of Four Thousand Fifty Six and 45/100 Dollars (\$4,056.45). The first (1st) payment hereunder shall be made upon the execution and delivery of this Agreement to the Lessor, and subsequent payments shall be made no later than the first (1st) day of each month thereafter during the Term thereof.

For each successive year of this Lease, from Year 2 through Year 10, the rent will increase by two percent (2%) from the preceding year. For each successive year of this lease, from Year 11 through Year 20, the rent will increase three percent (3%) from the preceding year.

To the extent permitted by applicable law, Lessee further agrees that, in the event that any rent payment or other payment required to be paid by Lessee hereunder is not paid in full by the start of the tenth (10th) day of each month, Lessee shall pay to Lessor, in addition to such late rent payment or other payment due hereunder, an initial late fee, as additional rent, in the amount of Fifty and 00/100 Dollars (\$50.00). Further, a subsequent late fee of Twenty and 00/100 Dollars (\$20.00) per day will be incurred by Lessee for each day payment is delayed

after the tenth (10th) day of the month in which such payment was originally due. All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.

IV. USE OF THE LEASED PREMISES: The Lessee shall have the right to use the Leased Premises only for the following aeronautical purposes and activities, and for those purposes directly needed to accomplish such uses and none other. The Leased Premises shall be used for: aircraft parking and tie-down, aircraft handling, aircraft fueling, aircraft maintenance, and the construction and operation of a 7,200 square foot aircraft hangar in accordance with Lessee's bid proposal for Contract #NAC-19-04.

As an accessory use to Lessee's right to use the Lease Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport.

No unauthorized third party commercial activity shall be conducted in, from, or around the Leased Premises. Third party commercial activity customarily associated with FBO operations or hangaring shall be authorized and permitted on the Leases Premises only with the consent of the Lessee. Lessee shall not use the Leased Premises in any manner that will constitute waste, and Lessee shall not cause or permit any unlawful conduct, annoyance or nuisance to exist or arise in the course of or as a result of its use of the Leased Premises, nor permit any activity or omission that constitutes or results in unlawful conduct, annoyance or nuisance, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Leased Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee shall conduct itself, and shall cause its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers to conduct themselves, in an orderly and proper manner so as not to disturb or interfere with the NAC's or others' use of the Airport.

It is agreed that the Lessor makes no representation or guarantees that the Leased Premises is fit for the use(s) to which they are placed by the Lessee, but rather, that the Lessee has made its own independent judgment that the Leased Premises are suitable to the Lessee's needs. However, the Lessor hereby requires that the Lessee comply with *FAA Advisory Circular AC 150/5300-13A Airport Design* and its successor, particularly sections 504, 505, and 506, which address the safe maneuvering of aircraft on a parking apron, mixing aircraft types and sizes, and the potential need to ground-handle jet aircraft to and from the parking apron, and to prevent jet blast, among other issues. Furthermore, the internal taxi-lane on the Leased Premises is non-standard, with a sixty-four (64) foot distance separating the marked parking spaces. Therefore, the Lessee will be required to make its own independent judgment to assure proper wingtip clearances, and the parties hereto agree that the Lessor shall not be liable or otherwise responsible relative to the layout and use of the Leased Premises, including, but not limited to, said internal taxi-lane.

V. **INSURANCE**: The Lessee agrees that it will secure and pay for commercial general liability insurance with respect to the Leased Premises, insuring the Lessee and the Lessor (including its past, present, and future officers, officials, employees, agents, servants, representatives, designees, volunteers, boards, committees, commissions, departments, and assigns) against all claims for injuries to a person or property sustained by anyone while on the Leased Premises, or by through the actions of the Lessee, its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers, anywhere on the Airport. The Lessee agrees to name the Lessor as an additional insured. Insurance will also include coverage for any product and service provided by the Lessee. Lessee will maintain property and general liability insurance for personal injury include death with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards or such other amount as the Lessor may require from time to time; and any other type of insurance as may be required by law or by the Lessor with limits in the amount(s) specified by law and/or by the Lessor. Higher insurance coverage limits may apply based on the Lessee's planned use of the Leased Premises with respect to the applicable insurance coverage limits reflected in the Norwood Airport Minimum Standards. Insurance will be provided by a responsible company(ies) authorized to do business in the Commonwealth of Massachusetts. The Lessee shall provide the Lessor with proof of insurance as evidenced by certificates of insurance which comply with the Norwood Airport Minimum Standards. The Lessee shall promptly provide the Lessor with such proof in the event of any material change in the coverage limits, type of insurance, or their insurer providing any such insurance. Insurance policies and coverage limits shall at all times conform to the applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by the Federal Aviation Administration ("FAA"), Massachusetts Department of Transportation (Aeronautics Division) or its successor (collectively, the "MassDOT"), and the NAC. Copies of all proof of insurance shall be filed with and maintained in the offices of the NAC.

VI. **ASSIGNMENTS, MORTGAGES, OR SUBLEASES**: Except for the subleasing of hangar and tie-down space to based and transient users of the Airport which the parties agree is the purpose of this Agreement (each a "Permitted Sublease"), this Lease shall not be assigned or transferred by operation of law, without the prior consent in writing of the Lessor in each instance. If Lease is assigned or transferred, or any part of the Leased Premises is used by other than the Lessee, Lessor may, after notice of default to Lessee, collect rent from assignee, transferee, or occupant and apply amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or acceptance of the assignee, transferee, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent of the Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent to any future transfer of interest.

VII. **SPECIAL CONDITIONS:** All activities shall be in accordance with the General Regulations for Norwood Memorial Airport, Norwood Airport Minimum Standards, Norwood Memorial Airport Storm Water Pollution Prevention Plan, Norwood Memorial Airport Spill Prevention Control and Countermeasures Plan, Norwood Memorial Airport Security Plan, including restrictive access control to and from the Leased Premises, and any other applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by any government agency or authority including, but not limited to, the FAA, MassDOT, and the NAC, as any of the foregoing may be in effect or amended from time to time. The NAC reserves the right to alter these plans, standards, rules, regulations, guidelines, and local requirements as needed to reflect federal, state and/or national security requirements in the future. The NAC further reserves the right to alter access to the Leased Premises for safety and security reasons.

The following additional conditions are required by the Lessor of the Lessee:

1. The Lessee must provide a parking plan of the Leased Premises Ramp to Airport management, showing its intended use of transient (non-based) aircraft tie-down spaces, as well as based aircraft tie-down spaces. To support the Norwood Memorial Airport Security Plan, the transient aircraft tie-down spaces should be located on the northernmost section of the Leased Premises.
2. With an FAA-approved paint, the Lessee must apply pavement markings of "Transient" on those aircraft tie-down spaces to be used exclusively for non-based aircraft. Spaces not marked "transient" may be used for based or non-based aircraft. In advance, a pavement markings plan must be submitted to, and approved by, Airport management.
3. Per the General Regulations for Norwood Memorial Airport, the pilot-in-command of any transient aircraft parked on the Leased Premises must sign in at the Lessee's operations desk. A standardized form will be provided by Airport management. This form will be turned in to Airport management at its request, but at least monthly.
4. The Lessee must perform crack-sealing on the Leased Premises ramp in Years one (1), five (5)¹, ten (10), fifteen (15), twenty (20) of this Lease, using MassDOT approved products and processes.
5. With an FAA-approved paint, the Lessee must re-mark the aircraft tie-down every even year beginning in Year 2 of this Lease.
6. Per the Norwood Airport Storm Water Pollution Prevention Plan, the three (3) storm drains on the Leased Premises must be professionally cleaned and inspected by an authorized environmental services company in even years beginning in Year 2 of this Lease. A copy of the inspection sheet(s) must then be forwarded to Airport Management.

VIII. **ACCESS AND EGRESS:** The Lessee shall at all times have the full and free right of access and egress to the Leased Premises referred to herein, subject, however, to safety

¹ To the extent that the ramp is not replaced or otherwise improved in connection with the construction of Lessee's hangar.

and security requirements. This provision of access and egress applies additionally, for employees, customers, passengers, guests, and invitees of the Lessee. Such rights shall extend to persons or organizations supplying materials or furnishing services to the Lessee, including the use of vehicles, machinery, and equipment reasonably required by such person or organization, provided, however, that such use shall conform to plans, standards, rules, regulations, guidelines, directives, and local requirements (including security requirements) of the NAC regulating such activity.

IX. **RULES AND REGULATIONS:** The Lessee agrees to observe and obey the General Regulations for Norwood Memorial Airport, and any standards, regulations, plans, rules, guidelines, directives, programs, and local requirements incorporated therein (collectively referred to as the “**General Regulations**”) adopted by the NAC, as the same may be amended from time to time, and to conform to such standards, regulations, plans, rules, guidelines, programs, and local requirements applicable to the operation of aircraft on an airport also issued by the Lessor or any federal or state agency. The Lessee must furthermore comply with the rules, regulations, standards, policies, directives, guidelines, and other requirements of the FAA and the MassDOT with respect to operation of aircraft on an airport. The provisions of the General Regulations, as amended from time to time, are incorporated herein. To the extent the General Regulations are inconsistent with this lease, the General Regulations shall control.

X. **GOOD AND SUFFICIENT REPAIR:** It is agreed the Lessor shall be under no obligation to maintain or repair the Leased Premises, but that the Lessee shall keep the Leased Premises in good and sufficient repair and to quit and deliver up said Leased Premises upon termination of the Lease in the same condition they are now in. Ordinary wear and tear and damage resulting from the elements, or circumstances over which Lessee had no control, are excepted. The Lessee shall be responsible for snow removal within the Leased Premises and shall deposit such snow and ice in those areas of the Airport designated by the Lessor from time to time. In the event of extreme weather events or extraordinarily high levels of snowfall, the parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

XI. **RIGHT TO MAKE IMPROVEMENTS, ALTERATIONS, OR REPAIR:** The Lessor reserves the right from time to time to make those improvements, alterations, renovations, changes, and/or repairs in and about the Leased Premises that the Lessor deems desirable, other than those hereinbefore provided for the Lessee to do. The Lessee shall make no claim against the Lessor for interference with the leasehold interest or for loss or damage to its business and/or operations during such said improvements, alterations, renovations, change, and/or repair. The Lessee shall not hinder or interfere with the Lessor in the making of said improvements, alterations, renovations, changes, and/or repairs in and about the Leased Premises. The Lessor shall have the right at all times to erect a building or structure on adjoining or neighboring premises as it deems fit or proper, without any liability to the Lessee therefore in any event or any cause. The Lessor, as the authorized representative of the Norwood Memorial Airport, is solely in charge of determining the nature and scope for

improvements to the Airport. Through the Airport Layout Plan (ALP) and/or the Airport Master Plan, the Lessor shall determine as it deems fit and proper, without any liability to the Lessee, therefore in any event, or any cause. The Lessee agrees not to make or suffer to make any improvement, alteration, renovation, change, and/or repair therein without the approval of Lessor in advance of any work.

XII. **LESSEE TO RESTORE PREMISES:** In the event the Leased Premises is destroyed in whole or in part by fire or other casualty, or by the Lessee's want of care, the Lessee shall on receipt of notice from the Lessor promptly rebuild or restore the Leased Premises to their previous condition, or alternately, may restore the ground site to pre-Lease condition, and the Lessee may terminate this Agreement upon thirty (30) days' prior written notice to the Lessor. The Lessee shall remain liable for any rent and other charges due hereunder at all times, notwithstanding rebuilding, restoration, or demolition, and the Lessor shall not be liable for any costs, expenses, or other charges incurred by the Lessee attributable to any election of the Lessee hereunder.

XIII. **LESSEE TO COMPLY WITH FIRE PREVENTION LAWS:** The Lessee shall at all times comply with Massachusetts General Laws Chapter 148, the Massachusetts Fire Prevention Regulations, and the rules, regulations, and other applicable requirements of the Norwood Fire Department for the prevention of fires and the environmental safety of the Leased Premises. The Lessee shall furthermore comply with the National Fire Protection Association recommendations and standards, where applicable. The Lessee shall at its own expense comply with all orders relating thereto. No hazardous use of the Leased Premises is authorized.

XIV. **INDEMNIFICATION OF LESSOR:** Lessee, at its expense, shall release, defend, indemnify and hold harmless the Lessor, the Town of Norwood, and their respective members, directors, officers, agents and employees from and against all costs, claims, damages, losses, expenses, fees, proceedings, judgments, actions, demands, causes of action, and liabilities ("Claims") and expenses (including reasonable attorneys' fees and costs of investigation and litigation) based upon or arising out of Lessee's conduct of its business at the Airport or its use of the Leased Premises or any other Airport property, provided that Lessee shall not be liable for any Claim caused solely by the willful misconduct or gross negligence of the Lessor or the Town. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Lessor or the Town that would exist under any applicable law or under provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease. This indemnification agreement shall survive the expiration or earlier termination of this Lease.

It is understood that the Lessor shall not be liable in any way to the Lessee and/or its agents, representatives, servants, subtenants, visitors, guests, occupants, or employees for any injury to persons or damage to property resulting from the sinking or settlement of the land or from

any change in the physical condition of the land or from any change in the physical condition of the land caused by the elements, erosion, or deterioration.

XV. **TAXES**: Real estate taxes, if any, on the Leased Premises will be the sole obligation of the Lessee.

XVI. **TERMINATION BY LESSOR**: The Lessee hereby covenants with the Lessor and its successors and assigns, that it will pay to the Lessor the monthly rent upon the days appointed for payment, and also all taxes and assessments, including any penalties of whatever nature. If the Lessee fails to make payments due within thirty (30) days on the date on which payment is due, the Lessor may, at its option, terminate this Agreement and take possession of the Leased Premises. The Lessor shall have the right to terminate this Agreement in the event that the Lessee or its agents, representatives, servants, or employees cause the Leased Premises to strip, waste, or sustain damage, or to commit any breach of the covenants of this Lease, and the Lessee shall have the right to remove its building or property not held by the Lessor for security of payment.

XVII. **LESSOR'S RIGHT OF ENTRY**: The Lessee shall permit the Lessor and its agents, designees, servants, insurers, representatives, attorneys, and employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, for the purpose of posting notices of non-responsibility for alterations or repairs, or to make improvements, alterations, renovations, changes, and/or repairs as described hereunder, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

XVIII. **RE-ENTRY AND REPOSSESSION ON DEFAULT**: The Lessor may terminate this Lease pursuant to Article XVI hereunder, or for non-payment of rent, taxes, assessments, or other payments obligated hereunder, or if the Leased Premises are abandoned, surrendered, or vacated by the Lessee during the term thereof.

XIX. **LESSEE'S RIGHT TO TERMINATE**: In the event the Airport or the Leased Premises shall for any reason become unsuitable by reason of any law or regulation now or hereafter enforced adversely affecting the Lessee's business, the Lessee shall have the right to terminate and cancel this Lease upon giving the Lessor thirty (30) days' prior notice in writing, provided, however, that the Lessor may within such time, remove such cause for cancellation by placing the Leased Premises in suitable and safe condition so as to comply with the law and regulation affecting the same.

XX. **LESSOR'S RIGHT AT END OF TERM**: It is understood and agreed that upon the termination, cancellation, or at the end of any Term hereof, the buildings and improvements on the Leased Premises shall revert to Lessor. Lessee may remove fixtures at its own expense, without damage to the underlying real property, building, or improvements.

XXI. **CONFORMITY OF AGREEMENT**: The Lessor reserves the right to enter into other agreements which authorize the use of the Airport facilities on terms similar to those extended to Lessee. However, the Lessor agrees not to enter into any similar agreements with

respect to the Airport, which contain more favorable terms than this Lease with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are extended to the Lessee.

XXII. SURRENDER OF POSSESSION: The Lessee shall at the expiration or earlier termination of this Lease remove all Lessee's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the NAC the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the NAC is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same. In the event of an Event of Default, the NAC shall have the right to sell such property provided that it shall give Lessee not less than thirty (30) days' advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied, first, to the cost of the sale, second, to the payment of charges of storage and removal, third to the payment of rentals or any other obligation which may then be due from Lessee to the NAC, and the balance, if any, shall be paid to Lessee.

XXIII. ABANDONMENT OF PREMISES: The Lessee hereby agrees not to vacate, surrender, or abandon the Leased Premises at any time during the Term hereof. If the Lessee shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Lessee and left on the Leased Premises shall be deemed to be abandoned, and may either be retained by the Lessor as property of the Lessor or may be disposed of at a public or private sale as the Lessor sees fit. The process of any property of the Lessee sold at public or private sale, or the then current fair market value of such property as may be retained by the Lessor, shall be applied by the Lessor against (1) the expenses of the Lessor for removal, storage, and/or sale of the property, (2) the arrear of rent or future rent payable and other charges or payments due under this Lease, and (3) any other damages to which the Lessor may be entitled hereunder. The balance of such amounts if any shall be given to the Lessee. The Lessor may, at its option, re-let the Leased Premises as agent of the Lessee, however, the Lessee shall remain liable for loss or damages resulting from the abandonment, vacating, or surrender of the Leased Premises. The Lessee hereby waives all rights of notice to quit or intention to re-enter the Leased Premises under the provisions of any statute of the Commonwealth of Massachusetts, or of this Lease, in the event of abandonment, vacating, or surrender of the Leased Premises.

XXIV. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE: The Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. The Lessee shall remove such signs, displays, advertisements, or decorations placed on the Leased Premises,

which, in the sole opinion of the Lessor, are offensive or otherwise objectionable. If the Lessee shall fail to remove signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Lessor to remove, then, the Lessor reserves the right to enter the premises and remove the objectionable item at the expense of the Lessee.

XXV. **AGENCY**: The Lessee shall not at any time during the period of this Lease, or any extensions thereof, act as agent, servant, representative, assign, or employee of Lessor, and shall not be liable for failure to so act.

XXVI. **NOTICE**: All notices required or permitted to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and returned receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of a summons or other legal process.

XXVII. **ATTORNEY'S FEES**: If any action at law or in equity shall be brought by the Lessor to recover rent under this Lease, or for or on account of any breach hereof, or to enforce or to interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the Leased Premises, the Lessor shall be entitled to recover from the other party as part of the Lessor's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court, and shall be made part of any judgment or decree rendered.

XXVIII. **RIGHT TO CLOSE AIRPORT**: The Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment, and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction, or rehabilitation interrupts, inconveniences, interferes with, or in any way adversely affects Lessee's use of the Airport, or any of its facilities, the Lessee does hereby waive any and all claim for damages, costs, or expenses arising out of such action in carrying out the aforementioned functions. The Lessee hereby agrees that the Lessor has not nor hereby represents, warrants, or guarantees, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but that the Airport or any of its facilities may be closed by the Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of the Lessor, or for the execution of any or all of the functions set forth herein above. Lessor will notify the Lessee upon closing the airport and when re-opening the airport.

XXIX. **FEDERAL AND STATE REQUIREMENTS**: It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, the Lessee will: a.) furnish said services on a fair, equal, and not unjustly discriminatory basis to users thereof, and b.) charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, however, that the Lessee may be

allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) 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 of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

The Lessee for itself and its representatives, assigns, agents, servants, designees, and successors in interest, further agrees as a covenant running with the land: a.) no person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities; b.) in the construction of any improvements on, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, c.) the Lessee shall use the Leased Premises in compliance with all other requirements 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease, and to re-enter and re-possess said land, order the removal of the Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the airport; that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in part by grants from the FAA and/or MassDOT, or its precursor entity, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and/or the MassDOT grant assurances, may not and does not give any Lessee assurances of exclusive access or monopolistic rights on or to Norwood Memorial Airport, and thus, any commercial activity authorized on the Leased Premises of this Lease may be subject to competition from others, on or off the Airport. The Lessor has the right to amend this Lease to comply with all existing and future FAA and/or MassDOT grant assurances.

The Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and the Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily-mandated provisions contained herein shall control.

XXX. **RESERVED RIGHTS**: In addition to any rights reserved by the Lessor hereunder, the Lessor reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep in good repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of lessees in this regard; c.) to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent lessees from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which would limit the usefulness of the airport or constitute a hazard to aircraft; and d.) to take any action it considers necessary to comply with any grant assurances, obligations, or responsibilities imposed upon the Town of Norwood or the Lessor by the FAA and/or MassDOT or its precursor entity, including but not limited to entering the Airport's Leased Premises for any reason and/or amending or terminating any lease agreement.

Lessor also reserves the right to use the Lots A, B and C Ramp area located on the Leased Premises, and Lessee consents to Lessor's use of same, for up to two (2) public aviation events per calendar year (each, a "Public Aviation Event"). Lessor shall exercise such right to use the Lots A, Band C Ramp area for a Public Aviation Event by providing Lessee with sixty (60) days' prior written notice of same, which notice shall set forth the dates on which a Public Aviation Event will be held at the Airport. During any Public Aviation Event, Lessor and Lessee agree that Lessor shall have the exclusive use of, and without prior approval of the Airport Manager, Lessee shall be prohibited from using, the Lots A, Band C Ramp area from 12:00 p.m. Friday to 12:00 p.m. Monday. Lessee agrees that during a Public Aviation Event it will not use the Lots A, B and C Ramp area to tie-down aircraft nor will Lessee permit the Lots A, B and C Ramp area to be used for same. Lessee shall be responsible for relocating any such tie down aircraft in anticipation of a Public Aviation Event at the Lessee's sole expense.

XXXI. **SUCCESSORS AND ASSIGNS**: This Lease shall be binding upon and inure to the benefit of the heirs, assigns, or successors in interest to the parties hereunder.

XXXII. **SEVERABILITY**: If for any reason any provision of this Lease is determined to be unenforceable, that provision of the Lease will be enforced to the maximum extent permissible and the other provisions of this Lease will remain in full force and effect.

XXXIII. **WAIVER**. The failure by the Lessor to enforce any provision of this Lease will not constitute a waiver of future enforcement of that or any other provision.

XXXIV. **JURISDICTION**. Any legal action or proceeding arising under this Lease will be brought exclusively in the federal courts of Massachusetts or the state courts in Norfolk County, Massachusetts, and the parties hereby consent to the personal jurisdiction and venue of such courts.

XXXV. **ENTIRE AGREEMENT**. This Lease represents the entire agreement between the parties hereto with respect to the matter covered herein. No other agreement, representations, warranties, proposals, oral or written, shall be deemed to bind the parties.


XXXVI. **CAPTIONS**. All captions in this Lease are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Lease.

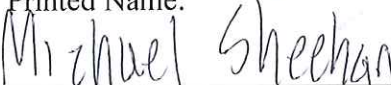
XXXVIII. **LEASE SUBJECT TO ALL MATTERS OF PUBLIC RECORD**. This Lease and all of Lessee's rights hereunder are, and shall at all times be, subject to any and all matters of public record, including, without limitation, easements, covenants, conditions, and reciprocal easements. Lessee agrees to comply with the terms of any such easements, covenants, conditions, reciprocal easements, and/or other matters of public record at all times.

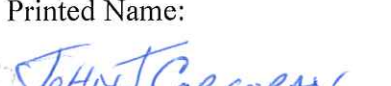
[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have duly affixed their hand and seal as of the day and year first above written.

LESSOR: NORWOOD AIRPORT COMMISSION, acting on behalf of the Town of Norwood


Printed Name:

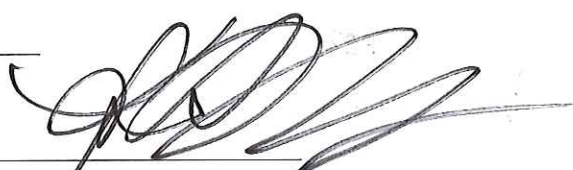

Printed Name:


Printed Name:

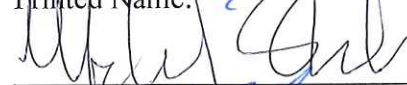
Printed Name:

Printed Name:

Printed Name:

Approved by Counsel 


Printed Name:



Printed Name:


Printed Name:

Printed Name:

Printed Name:

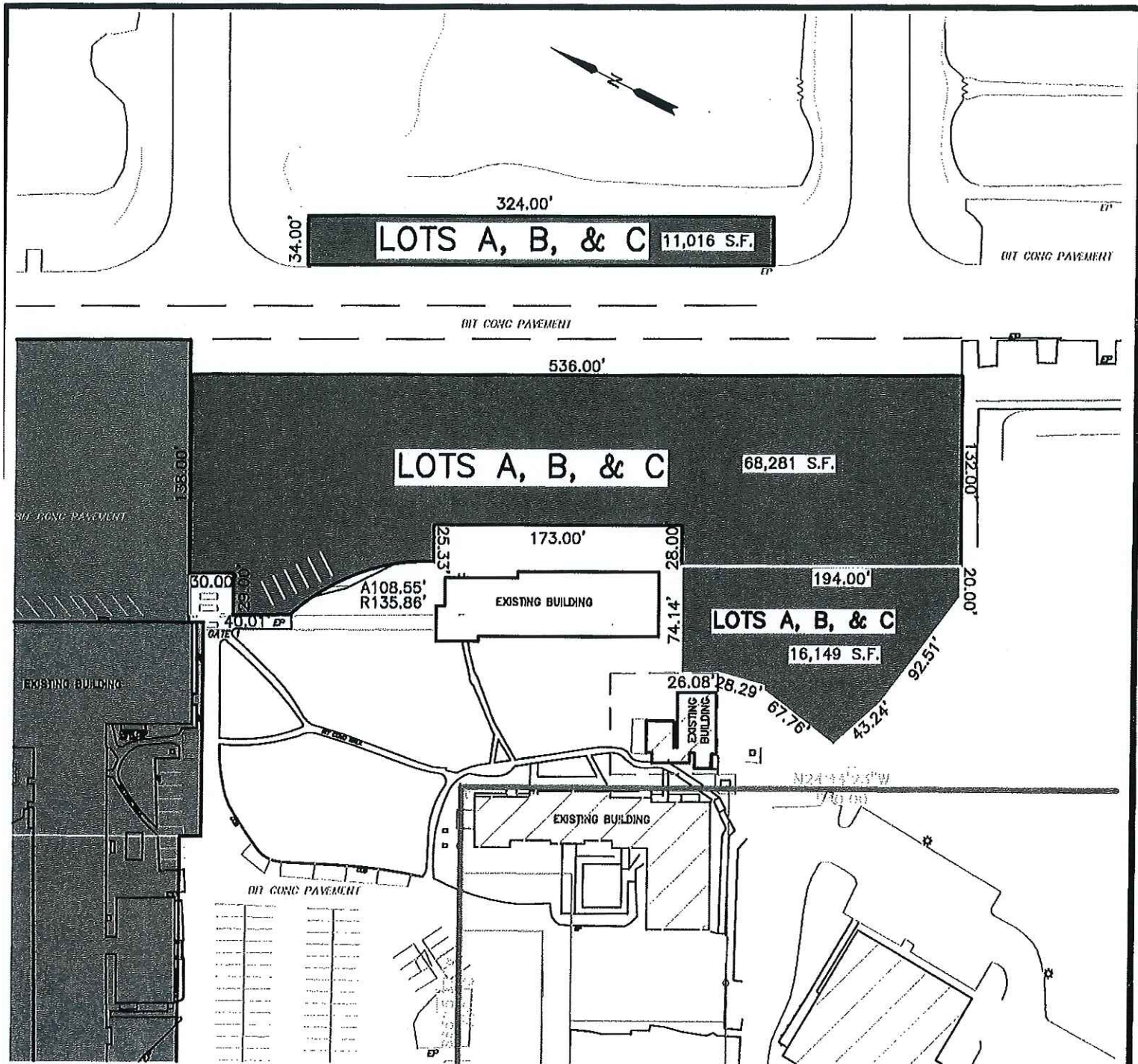
LESSEE:


Name:

Title: President & CEO

Exhibit A

Lease Plan



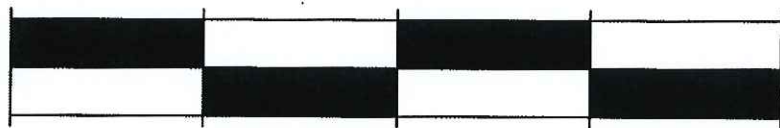
LOT
A, B & C

LESSEE
TBD

LEASE PERIOD
TBD

AREA
95,446 sq. ft.

SCALE



1" = 100'

**NORWOOD MEMORIAL AIRPORT
LEASE PLAN
LOTS A, B AND C**

FEBRUARY 14, 2018

EXHIBIT C



FLIGHTLEVEL AVIATION

HANGAR SPACE AGREEMENT

THIS HANGAR SPACE AGREEMENT (the "Agreement") is made and entered into this ^{2nd} ~~23rd~~ day of ^{December} ~~November~~, 2021 (the "Effective Date"), by and between FlightLevel Norwood, LLC, 125 Access Road, Norwood, MA 02062 ("Landlord") and Subaru of New England, Inc., 111 Morse Street, Norwood, MA 02062 ("Lessee").

Handwritten initials: JMS, PE, EAGS

WHEREAS Lessee is the owner and/or operator of: Year: 2004, Make: Cessna, Model: Sovereign, Serial Number: 680-0008, Reg. No.: N900EB (the "Aircraft"); and,

WHEREAS, Lessee desires to lease hangar storage space from Landlord, and Landlord desires to lease hangar space to Lessee.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. LEASE OF HANGAR SPACE:** Landlord hereby leases to Lessee, and Lessee hereby hires from Landlord, Building 11 (the "Hangar Space") for hangar storage space for Lessee's Aircraft at Landlord's facility at the Norwood Memorial Airport, in Norwood, Massachusetts (the "Airport").
- 2. COMMON AREAS:** For as long as Lessee remains in compliance with the terms and conditions hereof, Lessee and its employees and invitees shall have use of the common areas and facilities that serve the Hangar Space (collectively the "Common Areas"), to the extent the same are available to other tenants of Landlord, or to the general public. Lessee acknowledges and agrees that the Common Areas are to be used for direct ingress and egress to and from the Hangar Space, and that Lessee shall not encumber, obstruct, or otherwise permit the same to be encumbered, overburdened, or obstructed by any person or thing.
- 3. TERM:** Lessee's use and occupancy of the Hangar Space shall commence on ^{December 1} ~~November 23, 2021~~ (the "Possession Date") and remain in effect for a period of 10 years, expiring midnight ^{December 2} ~~November 23, 2031~~ (the "Initial Period"). Provided Lessee is not then in material breach herewith, Lessee shall have two (2) options to renew this Agreement for periods of five (5) years (each a "Renewal Period"), by providing Landlord with ninety (90) days prior written Notice of its election to renew. The Initial Period together with any properly exercised Renewal Period are collectively the "Term." At any point during the Term, Landlord and Lessee may discuss a possible continuation of this Agreement, and therefore will have ample opportunity to reach agreement and memorialize the same in writing. However, in the absence of such other or further written agreement, if Lessee remains in possession of any portion of the Hangar Space following either termination of this Agreement or expiration of the Term ("Holdover Period"), all terms and conditions of this Agreement shall remain in full force and effect, except that Lessee's monthly Rent (defined at Section 4, below) shall be re-established at two times the expiring rate.
- 4. RENT, UTILITIES:** In consideration of its use and occupancy of the Hangar Space, Lessee shall pay Landlord on a monthly basis during the Term, the sum of Ten Thousand and 00/00 Dollars (\$10,000.00 USD) ("Rent"). In addition, Lessee shall be solely responsible for cost of all gas, electricity, water, sewer, telephone and internet ("Utilities") consumed by Building 11 and/or by Lessee's use and occupancy of Building 11 during the Term. Lessee shall use its best efforts to establish direct-bill accounts with the suppliers of such Utilities. However, to the extent any such utilities cannot be separately metered, Landlord will invoice Lessee's proportionate share thereof on a monthly basis, and Lessee shall promptly remit payment therefor to Landlord. On the first anniversary of the Possession Date, and on each anniversary thereafter, Rent shall increase by the CPI, provided that any such increase shall not be less than Two Percent (2%) nor more than Three Percent (3%) of the Rent in effect immediately before that anniversary. Rent, together with CPI adjustments and charges for Utilities as aforesaid are collectively Lessee's "Monthly Payment Obligation." "CPI" shall mean the Consumer Price Index for Northeast Region All Items Consumer Price Index, 1982-84=100 (US Department of Labor series #CUUROIOO SAO) as

Handwritten initials: JMS, PE, EAGS

published by the Bureau of Labor Statistics of the United States Department of Labor or if the same is discontinued, a replacement index published by the Department of Labor or other applicable governmental authority.

5. **PASS-THROUGH EXPENSES:** All taxes, duties, levies, utility fees or utility service charges, that are or may in the future be assessed by any governmental entity of competent jurisdiction or any provider of such services, upon or against Landlord, and that arise from or relate to Lessee's operations at the Airport and/or its use and occupancy of the Premises, and that Landlord shall become obligated to pay, shall be passed through to Lessee on an equitable bases, and shall be due and payable as additional Rent, and remitted with the next scheduled monthly Rent payment. For avoidance of doubt, this does not include insurance premiums, and Landlord shall be solely responsible for its own insurance expenses.
6. **MANNER OF PAYMENT:** Payments due hereunder shall be delivered to Landlord at the address set forth at Section 21, below, Attn. Accounting Department, or to such other address as Landlord may from time to time designate in writing. All payments made on account of Lessee's Monthly Payment Obligation are due in advance, in United States Dollars, on or before the first day of each calendar month during the Term. Lessee's Monthly Payment Obligation shall be paid by business check. Rent shall be reduced by three percent (3%) if paid by business check. For payments made more than ten (10) days late, a five percent (5%) late fee ("Late Fee") shall be assessed on the amount(s) past-due. Interest shall accrue at the rate of one and one-half percent (1½ %) per month (18% per annum) or if less the maximum rate permitted by applicable law, on any amounts that remain past-due for thirty (30) or more days ("Interest Charge"). Late Fee(s) and Interest Charge(s) shall be self-executing, incorporated into Lessee's Monthly Payment Obligation, and payable by Lessee without further Notice or demand.
7. **LESSEE'S USE OF SPACE:** The Hangar Space shall be used solely for the storage of Lessee's Aircraft and related aeronautical equipment, or, with the express prior written consent of Landlord, any aircraft of similar size owned or operated by Lessee. No signs, advertisements, notice or other lettering shall be exhibited, inscribed, painted or affixed by Lessee on or to any part of the interior or exterior of the Hangar Space, Common Areas, or within or upon Landlord's leasehold at the Airport, without prior written consent of Landlord. Landlord shall have the right, without prior Notice to Lessee, to remove any unauthorized Lessee signage without liability to Lessee of any kind, and may charge Lessee for the expense associated with such removal. Except as necessary for or incidental to Lessee's flight operations, Lessee shall neither store nor park motor vehicles or other personal property within the Hangar Space or adjacent areas without the express prior written consent of Landlord. Lessee shall not park its Aircraft in (or otherwise obstruct) any Common Area, or any part of any access-way that connects the Hangar Space with the taxiways and runways of the Airport. Landlord shall have the right, without prior Notice to Lessee, to clear any obstruction caused by Lessee, including the right to reposition the Aircraft, and to charge Lessee therefore at its then standard rate. Lessee shall take all necessary steps to ensure that its use of the Hangar Space will neither damage the Hangar Space or Common Areas, nor interfere in any way with access to and egress from, or repair or maintenance of, the Hangar Space, Common Areas or any space adjacent to the Assigned Area, by Landlord, or any other tenant of Landlord, or their agents and invitees. Lessee shall at all times control the conduct and demeanor of its employees, invitees and those doing business with and around the Hangar Space and Common Areas, and shall take all steps necessary to remove persons whom Landlord may, for good and sufficient cause, deem objectionable. Lessee shall keep the Hangar Space and Common Areas clean and free of debris at all times. No commercial activity of any kind whatsoever shall be conducted by Lessee or its employees or invitees in, from, or around the Hangar Space or Common Areas. No hazardous materials of any kind shall be kept or maintained within or upon the Hangar Space, Common Areas, or Landlord's leasehold at the Airport, except for aviation oils and cleaning products within the Assigned Area in MassDEP approved containers, and in de minimis quantities as shall be necessary for the ordinary operation of Lessee's Aircraft. Lessee shall not take or permit any action(s) or allow any condition(s) to exist within or upon the Hangar Space, Common Areas or Landlord's leasehold at the Airport, which may constitute a nuisance, or a violation of M.G.L. c. 21(E), or which may unreasonably interfere with the use and enjoyment of the Airport by Landlord, Landlord's other tenants, or any authorized users of the Airport. Lessee shall neither conduct, nor permit its employees or invitees to conduct, any offensive (which term shall include the omission of offensive odors), noisy or dangerous trade or activity within the Hangar Space, Common Areas, or upon Landlord's leasehold at the Airport, and shall neither sell fuel thereon or therefrom, nor use the Hangar Space, Common Areas, or Landlord's leasehold at the Airport for bulk storage of any kind, nor store aviation fuel therein or thereupon except as contained within the on-board fuel tanks of Lessee's Aircraft. In utilizing the Hangar Space, Common Areas, and Landlord's leasehold at the Airport, Lessee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by any federal, state or local government or agency of competent jurisdiction, by Landlord, by Boston Metropolitan Airport, Inc. ("BMA") if applicable, and/or by the Norwood Airport Commission acting itself or through its Airport Manager (the "NAC" and collectively the "Airport Authority"). Lessee shall further comply with, and shall cause its agents, employees, and invitees to comply with Section XIV, subsection 3 of Airport Regulations, which preclude unrestrained domestic animals from entering Airport property, and further require that "All pets, except a "seeing eye" dog, shall be under leash at all times while

on Airport premises. For public safety, in Airport buildings and in or upon the Airport Properties, Tenant shall exercise discretion and be exclusively responsible for ensuring that animals are properly restrained, confined and/or segregated from the public." In addition, pets shall not be allowed to run freely in the Hangar Space, Common Areas, or upon Landlord's leasehold at the Airport. Upon termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar Space and shall immediately remove the Aircraft and all other personal property therefrom and from the Hangar Space and all Common Areas, leaving the Hangar Space and Common Areas in the same condition as when received, ordinary wear and tear excepted.

8. REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS, INSPECTION:

(a) Repairs, Maintenance. Lessee shall at its sole cost and expense maintain the non-structural components of Building 11, including all doors, windows, plumbing, HVAC, fixtures, furnishings, mechanicals and non-structural components, in good order and tenantable condition, and promptly restore or repair all or any part of the non-structural components of the interior of Building 11 in the event of any damage, loss or injury thereto except for (i) damage from a taking or from fire or other casualty, (ii) damage caused by Landlord or its employees, contractors, or invitees, or (iii) the roof, the structure of the roof, the structure of the building walls, the building foundation, and/or the Landlord's failure to maintain any of the foregoing items in this subsection (iii). It is understood by Landlord and Lessee that upon the Possession Date and continuing for the Term, Landlord will have no obligation whatsoever for repair, maintenance, alteration or improvement of Building 11 or its doors, windows, plumbing, HVAC, fixtures, furnishings, mechanicals, etc., except for the roof, the structure of the roof, the structure of the building walls, the building foundation, and damage caused by Landlord's failure to maintain any of these items.

(b) Alteration, Improvements. No alterations or improvements shall be made to Building 11 without in each case the prior written consent of Landlord which shall not be unreasonably withheld, denied or delayed. Lessee may install a new hangar door with greater clearance if desired for its Aircraft in Building 11. Landlord expressly consents to the installation of such new hangar door, provided such installation be coordinated with Landlord and the Airport Manager, and be performed in compliance with the terms of the Master Lease(s).

(c) Inspection. Landlord shall retain the right, throughout the Term, to enter Building 11 upon reasonable prior notice to Lessee to inspect and/or maintain the same, and upon prompt subsequent notice to Lessee in the event of an emergency, without the same being deemed any manner of trespass.

9. SUBLEASE/ASSIGNMENT: Lessee shall neither assign this Agreement nor sublet the Hangar Space without the express prior written consent of Landlord, which may be withheld by Landlord in its sole and absolute discretion. The storage of aircraft not owned by or leased by Lessee within the Hangar Space, if not approved in writing by Landlord, shall constitute an assignment.

10. INSURANCE:

(a) Certificates. Lessee shall maintain insurance policies underwritten by good and solvent insurance companies providing at least the minimum coverages listed in Section 2(h), and shall furnish Landlord with one or more Certificate of Insurance evidencing the required coverages within seven (7) days following execution of this Agreement, upon each anniversary of the Possession Date, and from time-to-time upon reasonable request of Landlord.

(b) Insurance Requirements. (i) Aircraft Hull Physical Damage Coverage with respect to the Aircraft for its full insurable value; (ii) Aircraft Legal Liability with minimum limits of \$1,000,000.00 combined single limit; (iii) Airport Premises Liability with minimum limits of \$1,000,000.00 combined single limit; (iv) "All Risks/Special Form" or equivalent policy covering Physical Loss or Damage to the Lessee's Personal Property (Spare Parts, Furniture, Equipment or Inventory); (v) Workers' Compensation and Employers' Liability coverage as required by law; and (vi) Automobile Liability policy with minimum limits of \$1,000,000.00 combined single limit with endorsement for on-airport operations.

All policies shall contain a waiver of subrogation against Landlord, its agents and employees, and a clause providing that in the event of cancellation of the policy, written notice of the cancellation will be sent to Landlord, setting forth the date such cancellation shall become effective. No such notice shall become effective until at least thirty (30) days after receipt of such notice except with respect to cancellation for non-payment or cancellation of war risk coverage in which case such period shall be ten (10) days and seven (7) days, respectively. All liability policies shall name Landlord, and the Norwood Airport Commission and/or Boston Metropolitan Airport, Inc., as additional insureds as their interests may appear.

11. **INDEMNITY – FORCE MAJEURE:** Lessee agrees to indemnify, defend, and hold Landlord and its officers, directors, employees and invitees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by or charged to Landlord by reason of any violation of any covenant or condition of this Agreement by Lessee, or any malfeasance, negligence or failure to act on the part of Lessee or Lessee's agents, servant, employees or invitees. This indemnity shall apply, inter alia, to any claims arising out of damage to the Aircraft or Landlord's Airport leaseholds, and/or the person or property of Landlord's other tenants, or either of their employees, contractors and invitees, except where such damage is caused by Landlord's malfeasance or negligence. Landlord shall not be liable for failure to perform under this Agreement or for any loss, injury or damage of any nature whatsoever resulting therefrom caused by any act of god, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Landlord's control.
12. **CONDEMNATION:** If any portion of the Hangar Space shall be taken under the power of eminent domain or governmental action (a "Taking"), then Landlord may substitute similar hangar space at the time of such condemnation, and this Agreement shall continue in full force and effect. If Landlord is not able to provide similar substitute hangar space, then Rent shall abate from the date of such Taking and either Landlord or Lessee may terminate this Agreement, effective as of the date of such Taking, by serving written Notice to so terminate upon the other Party within thirty (30) days after the date such Party receives notice of the order of condemnation. Lessee shall not be entitled to, and hereby expressly waives any right or claim to any portion of any award of damages or just compensation due Landlord for any such Taking, and Landlord shall be entitled to the full amount thereof.
13. **FIRE, CASUALTY:** If Building 11 or any portion thereof shall be damaged or destroyed as a result of fire or other casualty, then Landlord may either promptly repair the damage upon receipt of insurance proceeds, or provide similar substitute hangar space, and this Agreement shall continue in full force and effect. If Landlord is not able to provide similar substitute hangar space, then Rent shall abate from and after the date of such damage or destruction, and either Party may terminate this Agreement upon Notice to the other.
14. **SUBORDINATION TO MASTER LEASE:** It is expressly understood and agreed that this Agreement is subject to the terms and conditions of one or more primary leases between Landlord and BMA, and/or between Landlord and the Airport Authority (each a "Master Lease"). If a Master Lease is terminated, cancelled or abated for any reason with respect to any portion of the Hangar Space, then Landlord may substitute similar hangar space, and this Agreement shall continue in full force and effect. If Landlord is not able to provide a substitute hangar space, then Rent shall abate from the date of such termination cancellation or abatement; the same shall operate as a cancellation of this Agreement; and Landlord shall have no liability of any kind for harm or damage to Lessee resulting therefrom.
15. **CONDITION OF PREMISES:** Lessee hereby accepts the Hangar Space in its present condition without any liability or obligation on the part of the Landlord to make any alterations, improvements or repairs of any kind within or to the Hangar Space.
16. **DEFAULT, TERMINATION:**
- (a) **Events of Default.** The occurrence of any one of the following shall constitute an event of default hereunder (each an "Event of Default"): (i) the failure to pay when due any fees, charges or other billings hereunder, which failure continues for more than five (5) days after Notice thereof to Lessee from Landlord, (ii) the failure of Lessee to perform or observe any other term or condition contained in this Agreement within twenty (20) days after Notice thereof to Lessee from Landlord (unless such default is of a nature that it cannot be cured within twenty (20) days and Lessee has, within said twenty (20) day period, commenced to cure such default and thereafter prosecutes the curing of such default to completion with due diligence); (iii) the failure of Lessee to perform or observe any term or condition which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain insurance) and such failure continues twenty-four (24) hours after oral notice thereof (with written Notice immediately following); (iv) if Lessee makes any assignment for the benefit of creditors or files a petition for relief under any bankruptcy law or code; (v) if a petition for relief under any bankruptcy law or code is filed against Lessee and not dismissed within sixty (60) days; (vi) if a trustee, custodian or similar agent is authorized or appointed to take charge of all or substantially all of the assets of Lessee; or, (vii) if Lessee's interest in this Agreement is taken on execution or other process of law in any action against Lessee.
- (b) **Landlord's Remedies.** Upon the occurrence of an Event of Default by Lessee, Landlord may immediately or at any time thereafter and without further Notice or demand physically enter into and upon the Hangar Space or any part thereof in the name of the whole and repossess the same, or make entry by written Notice to Lessee, and in either event expel Lessee and those claiming by, through or under Lessee, and remove the effects of Lessee and those claiming by, through or under Lessee

(to the extent permitted by law), without the same being deemed any manner of trespass and without prejudice to any remedies which may otherwise be available for arrears of payment(s) or breach of covenant(s) hereunder, and upon either such form of entry this Agreement shall terminate. In addition to all other remedies available to Lessor at law or in equity, Lessee covenants that in case of any such termination, it will indemnify Landlord against all payments hereunder, including damages which Landlord may incur by reason of such termination (including reasonable attorneys' fees incurred in enforcing Landlord's rights against Lessee) during the remainder of the Term, said payments to be made from time-to-time upon demand of Landlord.

Notwithstanding the foregoing, if Landlord has notified Lessee on more than two (2) occasions within any period of twelve (12) consecutive months, of Lessee's failure to perform any covenant of Lessee to be performed hereunder, or make timely payment of any monies due hereunder, Lessee shall be deemed to have defaulted and to have forfeited any right to Notice and opportunity to cure, and in such event, and in addition to any other rights and remedies of Landlord pursuant to this Agreement or at law or in equity, Landlord shall have the right to terminate this Agreement, and shall not be required to furnish Lessee further Notice concerning any subsequent default.

At any time after the expiration of any applicable cure period, Landlord may elect, but shall not be obligated, to cure any default of Lessee hereunder, and all costs and expenses incurred by Landlord, including reasonable attorney's fees, in curing such default or defaults, or enforcing any obligation of Lessee under this Agreement, shall be paid by Lessee on demand, together with Late Fees and Interest Charges thereon from the date of payment by Landlord to the date of payment by Lessee.

17. **DISCLAIMER OF LIABILITY:** Landlord hereby disclaims and Lessee hereby releases Landlord from any and all liability whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the Term of this Agreement, including but not limited to loss, damage or injury to the Aircraft or other property of Lessee that may be located within the Hangar Space unless such loss, damage or injury is caused by Landlord's malfeasance or negligence. The Parties hereby agree that under no circumstances will Landlord be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Hangar Space under this Agreement or the loss of use of the Aircraft.
18. **GOVERNING LAW, MEDIATION, VENUE:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principals of conflicts of laws. Any dispute, controversy or claim arising hereunder or related hereto, shall be settled by good faith negotiations between the Parties. If agreement is not reached within fifteen (15) days following commencement of negotiations, the dispute shall be referred first to a one-day (8 hour) mediation, before a single mediator in Norfolk County Massachusetts. If the dispute remains unresolved, either Party may commence an action in Norfolk County Superior Court, 650 High Street, Dedham, MA 02026, where venue shall lie for all matters arising hereunder. Each Party irrevocably submits to the jurisdiction of such court, and knowingly and expressly waives its right to a jury trial in such court.
19. **RELATIONSHIP OF PARTIES:** The relationship between Landlord and Lessee is and shall always and only be that of Landlord and Lessee. Lessee shall never at any time during the Term of this Agreement become the agent of Landlord and Landlord shall not be responsible for acts or omissions of Lessee or its agents.
20. **REMEDIES CUMULATIVE:** The rights and remedies of Landlord with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to Landlord at law or in equity.
21. **INTEGRATION. AMENDMENT:** This Agreement constitutes the entire Agreement between the Parties and, as of its Effective Date, supersedes all prior independent agreements between Parties covering the Hangar Space. Any change or modification hereof must be in writing, signed by both Parties.
22. **NOTICE:** Whenever, by terms of this Agreement, notice, consent or approval shall or may be given ("Notice"), such Notice, consent or approval shall be addressed as follows:

(1) If to Landlord, addressed to:

FLIGHTLEVEL NORWOOD, LLC
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062
Facsimile: 781-769-0476

(2) If to Lessee, addressed to:

SUBARU OF NEW ENGLAND, INC.
111 Morse Street
Norwood, MA 02062
Attn: Earnest A. Boch, Jr., President
Facsimile: 781-255-6370

With copy to:

SUBARU OF NEW ENGLAND, INC.
111 Morse Street
Norwood, MA 02062
Attn: Robert C. Weiss, CFO
Facsimile: 781-255-6185

All Notices shall be in writing, and shall be deemed given hereunder on the date thereof if delivered in hand or by confirmed facsimile; two (2) days after mailing via nationally recognized overnight courier service; or five (5) days after being sent via first class, postage pre-paid, registered or certified mail return receipt requested.

23. WAIVER: The waiver by either Party of any covenant or condition of this Agreement shall not thereafter preclude such Party from demanding performance in accordance with the terms hereof.

24. SUCCESSORS BOUND: This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties.

25. INTERPRETATION: Each Party has been represented in the negotiation of this Agreement by legal counsel of its choosing and has contributed to and participated in the preparation of the final form of this Agreement. Accordingly, neither Party shall be deemed to be the preparer of this Agreement for any purpose, nor have any ambiguities in this Agreement interpreted against its interests as a result of being the preparer hereof in any matter or proceeding in which the interpretation of this Agreement is at issue.

26. FUEL PURCHASE: Lessee agrees to purchase its requirements of aviation fuel at the Airport only from Landlord for all aircraft owned or operated by Lessee. Lessee understands and agrees that Landlord has relied on Lessee's commitment to purchase its requirements of fuel at the Airport from Landlord as aforesaid as a material inducement to enter into this Agreement in accordance with its terms and conditions. Landlord will guarantee Lessee an into-plane rate of Landlord's cost plus \$1.50 per gallon for the Term. If Lessee purchases fuel at the Airport from a vendor other than Landlord, Landlord may terminate this Agreement and evict Lessee, whereupon Lessee's continuing Monthly Payment Obligation shall terminate following satisfaction of any indebtedness owed to Landlord arising prior to such termination and eviction, and compliance by Lessee with the surrender provisions set forth in the last sentence of Section 7, above.

27. TOWING AIRCRAFT: Lessee shall be responsible for all aircraft towing arising in connection with its flight operations and entering or exiting the Hangar Space.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, set their hands and seals on the date first written above.

LANDLORD:

FLIGHTLEVEL NORWOOD, LLC

Peter Eichleay
BY: *[Signature]*
TITLE: President

LESSEE:

SUBARU OF NEW ENGLAND, INC.

[Signature]
BY: Ernest A. Boch, Jr.
TITLE: President

EXHIBIT D







EXHIBIT E

TERMINATION OF HANGAR SPACE AGREEMENT

Dated as of this 1st day of February, 2022, this TERMINATION OF HANGAR SPACE AGREEMENT (this "Agreement") is made by and between FLIGHTLEVEL NORWOOD, LLC (the "**Landlord**") and SUBARU OF NEW ENGLAND, INC. (the "**Lessee**") concerning that certain HANGAR SPACE AGREEMENT dated as of December 2, 2021 (the "**HSA**") to which they are parties concerning Building 11 (the "**Hangar Space**") at Landlord's facility at the Norwood Memorial Airport, in Norwood, Massachusetts.

WHEREAS Landlord and Lessee have agreed that the HSA shall expire and be cancelled and terminated early under the terms provided below;

NOW, THEREFORE, Landlord and Lessee, on behalf of themselves, their agents, servants, insurers, assigns, predecessors, successors, representatives, trustees, fiduciaries, partners, and anyone claiming through them, hereby agree, in consideration for the mutual promises and obligations contained herein, as follows:

1. Definitions. Any capitalized terms not defined in this Agreement have the meaning given them in the HSA.
2. Lease Modification. Provided and on the condition that Lessee has made all payments then due under the HSA, the term of the HSA shall expire and shall be deemed terminated and cancelled effective midnight April 1, 2022 (the "Termination Date") without any further notice or writing signed by the parties. Except as modified herein, the HSA is unmodified and in full force and effect.
3. Compliance with Obligations. Lessee is and shall remain responsible for all obligations of Lessee under the HSA through and including the Termination Date, including without limitation and by way of example Lessee's obligations to pay the Monthly Payment Obligation, to surrender the Hangar Space in good repair and condition, and to remove Lessee's personal property.
4. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.
5. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

[signature page follows]


PE

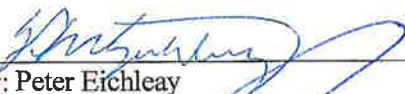

EABJ

[Signature Page to Termination of Hangar Space Agreement]

EXECUTED AS A SEALED INSTRUMENT as of the date first written above.

LANDLORD:

FLIGHTLEVEL AVIATION, LLC


By: Peter Eichleay

LESSEE:

SUBARU OF NEW ENGLAND, INC.


By: Ernest A. Boch, Jr., President

February 6, 2022

VIA Email
US Mail

Gail Lattrell
Director, New England Region Airports Division
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803

RE: Part 13 complaint regarding the Norwood Airport.

Dear Ms. Lattrell,

Pursuant to 14 CFR Part 13.1, this is an informal complaint against the Norwood Airport Commission (NAC) for violation of its obligation to provide reasonable and not unjustly discriminatory access by aeronautical service providers at Norwood Memorial Airport, Massachusetts and for effective establishment of an exclusive right at that airport.

Parties: Boston Executive Helicopters (BEH) is a tenant of Norwood Airport (OWD) maintaining a Part 135 helicopter service and a start-up FBO operation at the airport. BEH first applied for authorization to conduct FBO services in 2010. Ten years later and following an FAA Part 16 determination finding NAC in noncompliance with grant assurances 22, 23 and 29, NAC leased a small ramp area to BEH and authorized BEH to conduct fuel sales and other FBO services.

NAC is delegated responsibility for management and operation of Norwood Airport by the Town of Norwood. The Town of Norwood has accepted Airport Improvement Program (AIP) grants and is obligated under the terms of its grant agreements with the FAA, including standard AIP grant assurances 22 and 23. As the FAA made clear in its December 2017 Q&A's on FBO pricing practices, a sponsor not only has an obligation to afford not unjustly discriminatory terms to its FBOs, but also to maintain control of the terms imposed by FBOs on airport users:

Federally obligated airport sponsors have a responsibility to ensure that FBO services and pricing practices are reasonable and applied in a non-unjustly discriminatory manner (Grant Assurance 22, Economic Nondiscrimination). In any agreement, contract, lease, or other arrangement that grant a right to conduct aeronautical services to the public at the airport, the sponsor must insert and enforce provisions requiring the contractor to (1) furnish services on a reasonable, and not unjustly discriminatory, basis to all users and (2) charge reasonable, and not unjustly discriminatory, prices for services. See the FAA's Policy Regarding Airport Rates and Charges for additional information about the requirement that rates, and fees imposed on aeronautical uses of the airport must be fair

and reasonable and pricing methodologies with regards to setting fees, rates, and charges imposed.

Summary of the complaint: While BEH is technically authorized to sell aviation fuel as the second FBO, NAC has allowed the established FBO, Flight Level Norwood (FLN), to effectively require virtually all based operators at Norwood Airport to buy fuel from FLN, and to penalize any tenant buying fuel from BEH. As a result, BEH sales of fuel to based operators at the airport, other than the few owners of aircraft stored in the BEH hangar, have declined to zero notwithstanding BEH's lower fuel prices in comparison to FLN.

FLN has achieved a boycott of fuel sales by BEH to based operators, and a monopoly on its own sales of fuel to these operators, through a sublease provision linking rent and hangar service fees to the purchase of fuel from FLN. NAC has leased most of the hangars and ramp areas at Norwood Airport to FLN, so that most other airport tenants have no option but to sublease space from FLN. A condition of the FLN subleases is that rent or fees will be an unspecified higher amount if the subtenant buys its fuel from any operator other than FLN. This is not a typical arrangement in the FBO industry, and may even be unique to OWD, because of FLN's dominant control of airport facilities.

The Federal Trade Commission (FTC) web site notes, in a summary of "tied products" as a potential antitrust violation:

Typically, the "tied" product may be a less desirable one that the buyer might not purchase unless required to do so or may prefer to get from a different seller. If the seller offering the tied products has sufficient market power in the "tying" product, these arrangements can violate the antitrust laws.

(<https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct/tying-sale-two-products>)

At OWD, leasable space is the "tying" product and fuel is the "tied" product. FLN charges more for aviation fuel than BEH, and it is reasonable to assume that some based operators at OWD would choose to buy fuel from BEH for that reason alone. However, these operators need to lease hangar space or ramp tiedowns, which are available only through sublease from FLN. Based operators, therefore, pay more for fuel than necessary because of FLN's market power over leasable space at the airport.

For the same reasons that tied products can be an antitrust violation—unfair competition with other providers in the industry, and higher prices and restricted choices for consumers—FLN's use of its control of leased space to obtain a monopoly on fuel sales to based operators is unjustly discriminatory to BEH, and results in an unreasonable restriction on airport access for BEH and other aeronautical tenants of the airport. Both effects are violations of grant assurance 22. NAC's allocation of most airport space to FLN, and its tolerance of a sublease provision effectively requiring other aeronautical tenants to purchase all their fuel from FLN, establishes and maintains an exclusive right for FLN, in violation of grant assurance 23.

Supporting information.

1. The FLN sublease

FLN subleases of ramp space, hangar space, and office facilities to other aeronautical tenants contain variants of the following clause. This example is from the Blue Hill Helicopters sublease, but other tenants have informed BEH that the same clause is included in their FLN sublease:

20. Aviation Fuel. Tenant acknowledges, understands and agrees that its election to purchase its requirements of fuel at the Airport from Landlord is an element of the consideration to be exchanged hereunder, and a material inducement to Landlord in establishing Tenant's Rent, *and in entering into this Agreement*. In further consideration of Tenant's election to purchase its requirement of aviation fuels at the Airport from Landlord, Landlord shall make the same available to Tenant at the rate set forth on the Fuel Pricing Schedule attached hereto as Schedule B. Purchasing aviation fuel from providers at the Airport other than Landlord shall serve as grounds to renegotiate Rent. *(Emphasis added)*

See Exhibit 1, Sublease Agreement between Flight Level Norwood, LLC, and Blue Hill Helicopters, LLC, dated May 5, 2021. at p. 9.

FLN sub-leases for 6 hangars on Lots 5 and 6, which are partially located on AIP ramp, have a similar clause. These subleases in force until 2050 require all aviation fuel be purchased from FLN or the Lessee will face an unknown adjustment in their service fee.

"20. Aviation fuel. Lessee acknowledges, understands, and agrees that its election and promise to purchase its requirements of fuel at the Airport from FlightLevel Norwood, LLC or its successor in interest, is an element of the consideration to be exchanged hereunder, and a material inducement to Lessor in establishing Lessee's service fee, and in entering into this agreement. If Lessee chooses to purchase its aviation fuel at the Airport from one or more vendors other than FlightLevel Norwood, LLC or its successor in interest. Then Lessor shall have the right to adjust Lessee's service fee upon written notice to Lessee"

See Exhibit 2, Sublease agreement for 6 hangars on lots 5 and 6 (Hangar #4 is provided) between FLN and various tenants until 2050. ¶ 20 p. 9.

The practice of tying an obligation to buy fuel to rent is not a common or accepted FBO pricing methodology, probably at least in part due to the antitrust implications. We know of no FBO location where it is used, even at airports where the FBO does not have the control of lease space that FLN has at OWD.

The FLN lease does not specify what rent would be charged if the sublessee does not agree to purchase all fuel from FLN. The sub leases for the 6 hangars also leaves the service fee adjustment unknown. However, sublessees can reasonably assume that rent and service fee would be very high, and apparently actually have made that assumption since all FLN sublessees to date have made the choice to commit to buying all fuel from FLN. While the subleases appear to present sublessees the choice of higher rents or higher service fees as an option, the need for access to the airport makes the Aviation Fuel clause “an offer they can’t refuse.” BEH knows of no tenant at OWD that has considered it as a practical option. Moreover, the sublease provisions explicitly state that buying fuel from FLN is a consideration in even entering into a sublease. This language, which NAC has taken no steps to remove or cancel, strongly suggests to tenants that they would be denied access to a sublease at the airport, at least on any reasonable market terms, if the tenant did not agree to buy all fuel from FLN.

2. FLN control of leasable space at OWD.

While the FLN “Aviation Fuel” clause purports to give tenants a choice to rent from FLN or not, this is not a real choice because almost all airport space is available only from FLN. Under lease from NAC or NAC prime tenant Boston Metropolitan Airport, Inc. (BMA), FLN controls through its leases and sub leases 85 to 90% of the ramp and hangar space at the Norwood Airport, approximately (761,648 sq.ft. of ground space at the Norwood Airport, including approximately 95,700 sq.ft. of hangar space). FAA found that FLN’s predecessor (EAC) controlled 88% of the ramp space at the Airport. Director’s Determination, FAA Part 16 No. 16-07-03, pages 5, 11. More recently, FAA found that evidence clearly showed the NAC has continued to bestow greater control of airport ramp space to FLN. Directors Determination, FAA Part 16 No. 16-15-05, page 23.

FLN ramp and hangar leases include:¹

- A. Lots W, X, Y and Z contain approximately 223,762 sq.ft.
Rent is .32 per sq.ft.
- B. Lot 5 contains approximately 57,600 sq.ft.
On February 15, 2017, the NAC extended the lease to 2050
Rent is .29 cents per sq.ft.
- C. Lot 6 (AIP-funded Ramp) contains approximately 210,180 sq.ft.
On February 15, 2017, the NAC extended this lease to 2050.
This area includes portions of AIP project 3-25-0037-26-2005.
Rent is .32 per sq.ft.
- D. Lot 7 (AIP-funded Ramp) contains approximately 135,360 sq.ft.
On February 15, 2017, the NAC extended this lease to 2050

¹ There are numerous plans, documents, leases, and subleases which show different square footage space. This analysis is the best approximation.

Lot 7 was improved with AIP funding in part under AIP projects AIP 3-25-00372005 and AIP 3-25-0037-14-1998. The lease on this AIP-improved spaces was to expire in 2020 and 2026. The NAC extended this lease to 2050. This lease extension is not based on any known need to amortize any investment on lot 7. To our knowledge Flight Level has never presented plans for any investment on this federally funded ramp. Rent is .08 cents per sq.ft.

- E. Lots A, B, C (AIP-funded ramp) contains approximately 95,446 sq.ft. In 2020 the NAC gave FLN a 20-year lease on ramp that had been improved by AIP 3-25-0037-23-2004 and 3-25-0037-30-2010. The NAC put out an RFP for this ramp, although the RFP had a condition which only FLN could meet. The RFP also included a hangar approval, although the hangar was not on the ABC ramp, and there was no other infrastructure on the ramp that would justify the 20-year term, which extends until 2040. The Town and Airport Manager confirmed the hangar was not located within the ABC AIP ramp area thus negating any justification for the 20-year lease.
- F. Lot G contains approximately 24,000 sq ft.
- G. The Tank farm sub lease contains approximately 15,300 sq ft.

Through leases and Sublease FLN controls approximately **761,648** sq ft of ground space, including AIP ramps.

Within the ground space they lease and control approximately **95,700** sq ft of hangar space.

See Exhibits 2 through 7.

By comparison, BEH has approximately 15,000 sq.ft. of hangar space and approximately 60,000 sq.ft. of ramp space @ .50 cents per sq ft. BEH cannot sublease any part of its ramp because the small area is needed for handling and fueling transient customers, and because of easements and other impediments on use of the property disclosed to BEH after it leased the area. BEH was also forced to pay 200% of the fuel flowage fee that FLN pays as a condition of leasing Lot F for our hangar. (Like most OWD tenants, BEH leases not from NAC directly but from BMA, a non-aviation real estate firm that has a master lease at OWD through 2049. NAC allows BMA to set the terms of leases for OWD aeronautical tenants.). See Exhibit 8.

Nor is alternate space available by direct lease from NAC. NAC currently controls only the airport helicopter parking pads, which are not available for lease. There is no ramp space available from the NAC. A sublease from FLN is the only practical option for leasing space at OWD for an aeronautical business.

While the manner in which NAC extended all of the FLN leases, including AIP-funded ramp, could be the subject of another complaint, it is sufficient for the purposes of this complaint to note that NAC approved FLN's control of virtually all airport property available for sublease for the next three decades.

3. OWD is the relevant market.

U.S.C Title 49 § 40103(e) protects fair competition in airport services by prohibiting the granting of an exclusive right to conduct aeronautical services at a federally obligated airport. Both § 40103(e) and AIP grant assurance 22 refer to the airport at which the services are provided. As noted in FAA Advisory Circular 150/5190-6, *Exclusive Rights at Federally Obligated Airports*, at paragraph 1.2:

The purpose of the exclusive rights provisions as applied to civil aeronautics is to prevent monopolies and combinations in restraint of trade and to promote competition at federally obligated airports.

There is a clear federal policy against the availability of aviation services at other airports being considered as justification for a restriction on services at an obligated airport. The FAA has affirmed that an airport sponsor is required to satisfy its obligations at its own airport and cannot rely on accommodation by other airports.² This policy is grounded in the promotion of fair competition among aeronautical operations and services and indicates that each airport is a distinct and complete market for aviation ground services. The availability of fuel or rentable space at other airports in the region does not relieve NAC of its obligations for reasonable access, non-discrimination, and the avoidance of exclusive rights.

4. Effect on competition.

For an FBO, sales of fuel to based operators is an essential segment of the business, typically about 75 to 85% of total fuel sales. By effectively allowing FLN to prevent any BEH fuel sales to based operators at OWD, NAC has made it impossible for BEH to sustain a viable FBO business at OWD.

It is not difficult to infer that NAC finds this result acceptable, given NAC's long history of protecting FLN from competition. Indeed, in 2018 ACO-1 determined in the Director's Determination in FAA Part 16 proceeding 16-15-05:

...the Director concludes that the Commission's action and inaction unreasonably restricted BEH efforts to expand while aiding in the expansion of Flight Levels' already significant footprint at the Airport, the Town and Commission are in violation of Grant Assurance 23 ...

Director's Determination, at 33.

² Final Agency Decision and Order, at 24 (February 18, 1999). *Centennial Express Airlines v. Arapahoe Cnty. Pub. Airport Auth.*; *Kehmeier v. Arapahoe Cnty. Pub. Airport Auth.*; *Centennial Express Airlines v. Arapahoe Cnty. Pub. Airport Auth.*; *FAA v. Arapahoe Cnty. Pub. Airport Auth.* — No. 16-98-05, 13-94-25, 13-95-03. Affirmed *sub nom.* *Arapahoe Cnty. Pub. Airport Auth. v. FAA*, 242 F.3d 1213 (10th Cir. 2001), *cert. denied*, 534 U.S. 1064 (2001).

NAC's knowledge of, and inaction on, the Aviation Fuel clause in FLN subleases constitutes an exclusive right for FLN, in violation of grant assurance 23. First, neither BEH nor any other party at the airport can impose this same condition on other tenants, because FLN controls the leasable space. Second, FLN's ability to effectively require all based tenants to buy all their fuel from FLN makes it impossible to maintain a second FBO at the airport as a viable business. This is certainly FLN's intent behind the Aviation Fuel clause, and NAC's acceptance of this situation is clearly the continuation of an exclusive right for FLN by the airport sponsor.

Conclusion

NAC, by leasing about 90% of airport facilities to one FBO for the next three decades, then allowing that FBO to use its control of facilities to require sublessees to buy all their fuel from that FBO:

- Has allowed the establishment of an exclusive right for FLN at the airport, in clear violation of grant assurance 23.
- Has discriminated against BEH by allowing FLN access to the airport on terms that are more favorable than provided to BEH and that actually allow FLN to interfere with BEH's core business, in violation of grant assurance 22, paragraphs 22.a and 22.c.
- Has allowed FLN to impose unreasonable, and effectively unavoidable, terms on access to the airport by aeronautical businesses that can only obtain access through sublease from FLN, in violation of grant assurance 22.b.
- While not an FAA issue, may be in violation of U.S. antitrust laws.

For the above reasons, BEH requests that the FAA investigate the effects of the Aviation Fuel clause in FLN subleases and find that NAC's acceptance of this practice is a violation of grant assurances 22 and 23.



Christopher Donovan
President
Boston Executive Helicopters
209 Access Road
Norwood, Massachusetts. 02062
781-603-6186

Exhibits.

Please follow this link:

https://drive.google.com/drive/folders/1g0JuNva76-FqVju-PK_omAqASu5ktoZW?usp=sharing

1. Sublease Agreement between Flight Level Norwood, LLC (FLN) and Blue Hill Helicopters, LLC. Dated May 5, 2021. #20 at p. 9.
2. Sublease agreement for 6 hangars on lot 5 and 6 (Hangar #4 is provided) between FLN and various tenants until 2050. #20 p. 9.
3. ABC lease agreement between the NAC and FLN LLC.
4. Leases, Subleases for Lots 5,6 and 7 to FLN extended on February 15, 2017, to 2050 by the NAC.
5. Leases, Subleases for Lots W,X,Y and Z to FLN.
6. Excerpts from the Norwood Airport Technical Master Plan Update dated May 28, 2020, which detail hangar locations and sizes.
7. Various maps of the Norwood Airport showing Leased areas, hangars, and layout.
8. BEH Sublease for Lot F on which BEH constructed a hangar and fuel facility, conditioned on BEH paying BMA 200% of the FLN fuel flow fee. Lot F is not an AIP improved lot. BEH leases the West and DC-3 ramps, both improved with AIP funds, from the NAC, for 5 years with a possible 3-year extension.

ANDERSON KREIGER

DAVID S. MACKEY
dmackey@andersonkreiger.com
T: 617.621.6531
F: 617.621.6631

March 14, 2022

BY EMAIL (gail.lattrell@FAA.gov)

Gail Lattrell
Director, New England Region Airport Division
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803

Re: Response to Boston Executive Helicopters Part 13

Dear Ms. Lattrell:

The following reflects the Norwood Airport Commission's ("Commission's") response to the February 6, 2022, Part 13 Complaint ("Complaint") filed against it by Boston Executive Helicopters ("BEH"). BEH claims that the Commission has "violat[ed] its obligation to provide reasonable and not unjustly discriminatory access by aeronautical service providers at Norwood Memorial Airport" (the "Airport"), apparently by either failing to insert or failing to enforce required provisions in its lease agreements with FlightLevel Norwood, LLC ("FlightLevel") to ensure that FlightLevel is treating its subtenants fairly and reasonably. The Commission has inserted the required provisions in its leases with FlightLevel, has never received a complaint or inquiry from a FlightLevel subtenant requiring their enforcement, and is in full compliance with federal law and its grant assurances.¹

BEH's Complaint alleges that provisions in subleases between FlightLevel and certain of its subtenants permit FlightLevel to adjust the rent or the "service fee" assessed to these subtenants if the subtenants purchase fuel from an entity other than FlightLevel. The BEH Complaint does not allege that FlightLevel has ever invoked that provision. BEH does suggest that subtenants "can reasonably assume" that the adjusted "rent and service fee would be very high," but BEH fails to cite any evidence that any FlightLevel subtenant has ever complained to FlightLevel about the provision, or inquired regarding the extent of the increase in rent or "service fee" that FlightLevel would impose. Nor does the BEH Complaint allege that any FlightLevel subtenant has ever complained to the Commission about the provision, much less that the Commission failed to respond appropriately.

¹ The BEH Complaint also notes certain alleged antitrust issues. Guidance on antitrust issues is beyond the jurisdiction of the Part 13 process. *See* 14 CFR § 13.2.

Grant Assurance 22(b)(2) provides that in any aeronautical lease, the sponsor will insert a provision requiring the tenant to:

charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that its [tenant] may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

See generally Miller v. Board of Aviation Commissioners of the City of Warsaw, Indiana, FAA Docket No. 16-03-03, 2003 WL 22696922 at *6 (Director's Determination Oct. 20, 2003). The BEH Complaint references "sub-leases for 6 hangers on Lots 5 and 6," as well as "Blue Hill Helicopters sublease," which covers premises subject to the lease between the Commission and FlightLevel for Lot 6 at the Airport. The relevant portions of the Commission's leases to FlightLevel for Lots 5 and 6 are attached hereto as Exhibits A and B respectively. The provision required by Grant Assurance 22(b)(2) is in fact contained in both leases:

FEDERAL AND STATE REQUIREMENTS: It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, Lessee will: a.) furnish said services on a fair, equal, and not unjustly discriminatory basis to users thereof, and b.) charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or similar types of price reductions to volume purchasers.

Accordingly, the Commission has fully complied with its obligation to insert this provision in its leases with FlightLevel, and the Commission has never been called upon by a FlightLevel subtenant to enforce it.

In any case, the sublease provisions that BEH (but no FlightLevel subtenant actually subject to the subleases) is complaining about are not inconsistent with FlightLevel's obligations to its subtenants. The provisions at issue provide for a favorable rent or "service fee" in the event that the subtenant also purchases fuel from FlightLevel. This seems precisely the type of "discount" authorized by Grant Assurance 22(b)(2). FlightLevel is simply rewarding its subtenants who purchase fuel with a discounted "rent" or "service fee." Further, FlightLevel is, understandably, reserving the right to reduce that discount if the subtenant purchases fuel elsewhere.

BEH's Complaint also describes at length the extent of FlightLevel's leasehold interests and commercial activity on the Airport. But the Complaint is misplaced. "The fact that a single business or enterprise may provide most or all of the non-aeronautical services is not, in itself, evidence of an exclusive rights violation." FAA Advisory Circular 5190-6, Exclusive Rights at Federally Obligated Airports, Section 1.3(b)(2). Instead, "an exclusive rights violation is the denial by the airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider." *Id.* BEH has made complaints about its access rights to conduct business on Airport in the past, and they have already been fully addressed by the FAA. *See*

Boston Executive Helicopters v. Town of Norwood, FAA Docket No. 16-15-05, 2018 WL 9708595, at *32 (Director's Determination, Oct. 30, 2018). The Director's Determination did conclude that the Commission had "unreasonably restricted BEH efforts to expand while aiding in the expansion of FlightLevel's already significant footprint at the Airport." *Id.* As a result, FAA directed the Commission to submit a Corrective Action Plan ("CAP"). *Id.* at 35. The Commission did so, and on October 19, 2020, the FAA approved the CAP. (This approval is attached hereto as Exhibit C). As the FAA's approval notes, the FAA required the Commission:

to discontinue leasing practices that provided exclusive rights to a single FBO. The FAA acknowledges that [the Commission] worked in good faith to develop acceptable lease terms for the West Apron and the DC-3 Ramp that would provide BEH with the necessary facilities to serve as a full service FBO under the minimum standards. . . . You state that it has been almost a year since [the Commission] offered the two aprons to BEH. To date, BEH has not accepted leases for the aprons. The FAA agrees that you have exhausted all options for BEH to secure a lease for the two aprons and has concluded that you have met this requirement.

In fact, on December 16, 2020, shortly after the FAA issued this letter, BEH signed the leases for the two parcels at issue. The BEH leases are attached hereto as Exhibits D and E.

In sum, BEH's claim that the Commission has granted an exclusive right to FlightLevel has already been addressed by FAA in its Director's Determination, addressed by the Commission in its CAP, addressed again by FAA's October 19, 2020, letter concluding that the Commission had met the requirement that it "discontinue leasing practices that provide exclusive rights to a single FBO," and finally resolved by BEH's execution of the leases for the parcels at issue.²

² Since it signed the two leases, BEH has unsuccessfully attempted to "rescind" them both. *Boston Executive Helicopters, LLC. v. Francis T. Maguire et al.*, Civil Action No. 15: CV-13674-RGS (D. Mass.) (Dkt. 271) (Feb. 22, 2022) (denying motion to rescind the leases as beyond the Court's jurisdiction) (appeal pending). (The Court's Electronic Order is attached as Exhibit F.)

Gail Lattrell
March 14, 2022
Page 4

Please let me know if you need further information or would like to discuss the matter.

Sincerely,

/s/ David S. Mackey

David S. Mackey

Enclosures

cc: Jorge Panteli, Compliance and Land Use Specialist, FAA
Mark Ryan, Chair, Norwood Airport Commission
Russ Maguire, Airport Manager
Mina Makarious, Anderson & Kreiger LLP

Exhibit A

**SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE**

This SECOND AMENDMENT TO AMENDED AND RESTATED LEASE (the "**Second Amendment**") is entered into as of February 15, 2017 (the "**Effective Date**"), by and between the Town of Norwood, Massachusetts ("**Lessor**"), acting through its Norwood Airport Commission ("**NAC**"), and Peter Eichleay, Trustee of S&T Realty Trust of Norwood ("**Lessee**") u/d/t dated May 5, 1999, filed with Norfolk County Registry District of the Land Court as Document No. 837390 as noted on Certificate of Title 83911, as amended by a Certificate of Trustee as to Amendment of Declaration of Trust of S&T Realty Trust of Norwood, filed with the said Registry District as Document No. 1125940.

RECITALS

WHEREAS, by Amended and Restated Lease dated January 1, 2001 (the "**Amended and Restated Lease**"), Lessor leased to Lessee and Lessee hired from Lessor two parcels of land at the Norwood Memorial Airport (the "**Airport**") described therein as "Revised Lot 6" consisting of approximately 210,180 sf ("**Revised Lot 6**") and "Lot 7" consisting of approximately 135,360 sf ("**Lot 7**"), each as more particularly described on the "*Lease Plan of Land in Norwood, Mass.*" Dated December 7, 1997 and attached hereto as "Exhibit A"; and,

WHEREAS, by First Amendment to Amended and Restated Lease dated September 30, 2006 (the "**First Amendment**"), Lessor and Lessee extended the Term of the Amended and Restated Lease to October 31, 2026, and modified the payment and renewal provisions accordingly; and,

WHEREAS, by separate agreement entered into, with NAC consent, by and between Lessee as sublessee and Boston Metropolitan Airport ("**BMA**") as sublessor (the "**Lot 5 Sublease**"), Lessee leased a parcel of land at the Airport abutting Revised Lot 6 consisting of approximately 57,600 sf ("**Lot 5**") as more particularly described on the "*Lease Plan of Land in Norwood, Mass.*" Dated December 7, 1997 and attached hereto as "Exhibit B", which premises will revert to Lessor upon the expiration of BMA's master lease on or about December 12, 2047; and,

WHEREAS, in January of 2014, Lessee sought NAC approval for construction of a new multi-unit hangar facility on Lot 5 and Revised Lot 6 (the "**Hangar Facility**"), and a corresponding extension of the Term of the Lot 5 Sublease and the Amended and Restated Lease as amended in order to provide contractual rights of access to the future facility, and sufficient term to amortize the investment; and,

WHEREAS, the NAC determined at its April 9, 2014 public meeting that it would be receptive to extending the Term of the Amended and Restated Lease as amended to year 2050 on the condition that Lessee commence construction of the Hangar Facility by no later than December 31, 2017; and,

WHEREAS, Lessee having commenced construction of the Hangar Facility, and having demonstrated the necessity of an amortization schedule for the amended Term of the Amended and Restated Lease, the parties now desire to extend the Term of the Amended and Restated

Lot 7			Parcel Size	Rent/sf	Annual	Monthly
Effective Date	to	12/31/19	135,360 sf	\$0.0803	\$10,869.48	\$905.79
01/01/20	to	12/31/22	135,360 sf	\$0.0851	\$11,521.65	\$960.14
01/01/23	to	12/31/25	135,360 sf	\$0.0902	\$12,212.95	\$1,017.75
01/01/26	to	12/31/28	135,360 sf	\$0.5600	\$75,801.60	\$6,316.80
01/01/29	to	12/31/31	135,360 sf	\$0.5936	\$80,349.70	\$6,695.81
01/01/32	to	12/31/34	135,360 sf	\$0.6292	\$85,170.68	\$7,097.56
01/01/35	to	12/31/37	135,360 sf	\$0.6670	\$90,280.92	\$7,523.41
01/01/38	to	12/31/40	135,360 sf	\$0.7070	\$95,697.77	\$7,974.81
01/01/41	to	12/31/43	135,360 sf	\$0.7494	\$101,439.64	\$8,453.30
01/01/44	to	12/31/46	135,360 sf	\$0.7944	\$107,526.02	\$8,960.50
01/01/47	to	12/31/49	135,360 sf	\$0.8420	\$113,977.58	\$9,498.13
01/01/50	to	12/31/50	135,360 sf	\$0.8926	\$120,816.23	\$10,068.02

Lessee shall also pay a pro-rata portion of the applicable Rent in force at the legal determination of this Lease for any part of a month then expired.

5. Lessee shall complete construction of the Hangar Facility by no later than December 31, 2017.
6. Upon its reversion to Lessor on December 13, 2047, Lot 5 shall be incorporated into this Lease, and annexed to the Premises herein demised (and defined), and Lessee shall pay Lessor Rent therefor at the rate set forth in Section 2, above.
7. The following Sections 36, 37, 38 and 39 are hereby added to the Lease:

36. **Right to Close Airport.** Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities, Lessee does hereby waive any and all claim for damages, costs or expenses arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not, nor does Lessor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but instead the parties agree that the Airport or any of its facilities may be closed by Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of Lessor, or for the execution of any or all of the functions set forth herein above or in the NAC's capacity as airport sponsor.

37. **Federal and State Requirements.** It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, Lessee will: a.) furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be

allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) 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 of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

Lessee for itself and its representatives, assigns, agents, servants, designees, and successors in interest, further agrees as a covenant running with the land: a.) No person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities. b.) In the construction of any improvements on, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. c.) Lessee shall use the premises in compliance with all other requirements 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease, and to re-enter and re-possess said land, order the removal of the Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in large part by grants from the Federal Aviation Administration ("FAA") and/or Massachusetts Department of Transportation ("MassDOT"), or its precursor entity, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and/or the MassDOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to Norwood Memorial Airport, and thus, any commercial activity authorized on the premises of this Lease may be subject to competition from others, on or off the Airport. Lessor has the right to amend this Lease to comply with all existing and future FAA and/or MassDOT grant assurances and applicable laws and regulations.

Exhibit B

**THIRD AMENDMENT TO
AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT
(OVERLEASED LOT)**

This *THIRD AMENDMENT TO AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT* (the "**Third Amendment**") is made and entered into as of the 15TH day of February, 2017 (the "**Effective Date**"), by and between Boston Metropolitan Airport, Inc., a corporation organized and existing under the laws of the State of Massachusetts ("**Lessor**"); Peter Eichleay, as Trustee of S&T Realty Trust of Norwood ("**Lessee**") u/d/t dated May 5, 1999, filed with Norfolk County Registry District of the Land Court as Document No. 837390 as noted on Certificate of Title 83911, as amended by a Certificate of Trustee as to Amendment to Declaration of Trust of S&T Realty Trust of Norwood, filed with the said Registry District as Document No. 1125940; and approved by the Town of Norwood, Massachusetts (the "**Town**"), acting through its Norwood Airport Commission (the "**NAC**").

RECITALS

WHEREAS, by *Lease Agreement* dated December 13, 1967, filed with the Norfolk County Registry District of the Land Court as Document No. 288221 as noted on Certificate of Title 83911 (the "**Overlease**"), the Town, acting through the NAC, leased certain premises at the Norwood Memorial Airport in Norwood Massachusetts (the "**Airport**"), including the premises subject to this instrument, to Lessor; and,

WHEREAS, the Overlease provided Lessor with an initial term of twenty (20) years, and three (3) options to renew for additional periods of twenty (20) years each, last expiring December 13, 2047, which options were properly exercised by Lessor, and Notices thereof are filed with Norfolk County Registry District of the Land Court as Document Nos. 529829, 630693, 630694, and 1373061, all as noted on Certificate of Title 83911; and,

WHEREAS, the Overlease provides that the subleases of all or a portion of the land subject to the Overlease be approved, in writing, by the NAC; and,

WHEREAS, by *Lease Agreement* dated March 29, 1968 (the "**Original Sublease**"), filed with Norfolk County Registry District of the Land Court as Document No. 291088 as noted on Certificate of Title 27607, Lessor leased to E.W. Wiggins Airways, Inc. (the "**Original Subtenant**"), the Airport property herein described together with other property not subject to the Overlease (the "**Original Premises**"), as amended by Document No. 301800 as noted on Certificate of Title 27607 filed with Norfolk County Registry District of the Land Court; and,

WHEREAS, by instrument dated January 29, 1979, Lessor agreed to extend the term of the Original Sublease; and,

WHEREAS by *Amendment and Restatement of Lease Agreement (Overleased Lot)*, dated July 19, 1986, (the "**Lot 5 Sublease**") a copy of which is appended hereto as Exhibit A, and Notice of which is filed with Norfolk County Registry District of the Land Court as Document No. 529830

limitation, (i) the costs of assessment, containment and/or removal of any and all hazardous materials from all or any portion of the Leased Premises or any surrounding areas, (ii) the costs of any actions taken in response to a release or threat of release of any hazardous materials on, in, under or affecting all or any portion of the Leased Premises or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and (iii) costs incurred to comply with the environmental laws in connection with all or any portion of the Leased Premises or any surrounding areas. Lessor's and the other indemnified parties' rights under this Lot 5 Sublease shall be in addition to all rights of Lessor, the Town, and the NAC under any and all other documents or instruments evidencing, securing or relating to the Lot 5 Sublease, applicable laws and regulations, and such other documents or instruments, as amended or modified from time to time, being herein referred to collectively as the "**Lot 5 Lease Documents**", and payments by Lessee hereunder shall not reduce Lessee's obligations and liabilities under any of the Lease Documents.

9. There is hereby added to the Lot 5 Sublease, as amended, a new Section 31, to wit:

31. **Right to Close Airport.** The NAC reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities, Lessee does hereby waive any and all claim for damages, costs or expenses arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not, nor does Lessor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but instead the parties agree that the Airport or any of its facilities may be closed by the NAC in whole or in part for reasonable periods of time as a result of causes beyond the control of Lessor, or for the execution of any or all of the functions set forth herein above or in the NAC's capacity as airport sponsor.

10. There is hereby added to the Lot 5 Sublease, as amended, a new Section 32, to wit:

32. **Federal and State Requirements.** It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, Lessee will: a.) furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) charge fair, reasonable and not unjustly discriminatory for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) 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 of 1958 (as amended); and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

Lessee, for itself and its representatives, assigns, agents, servants, designees, and successors in interest, further agrees as a covenant running with the land: a.) No person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities; b.) In the construction of any improvements on, or under, such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin or any other expressly protected class under federal or state law, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and c.) Lessee shall use the premises in compliance with all other requirements 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to re-enter and re-possess said land, order the removal of Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the NAC and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in large part by grants from the Federal Aviation Administration ("FAA") and/or Massachusetts Department of Transportation ("MassDOT"), or its precursor entity, meaning that receipt of these grants is conditional upon compliance by Lessor and/or the NAC with certain assurances, and therefore, any term or condition of this Lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the Town and/or NAC, in compliance with FAA and/or the MassDOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to Norwood Memorial Airport, and thus, any commercial activity authorized on the premises of this Lease may be subject to competition from others, on or off the Airport. Lessor has the right to amend this Lease to comply with all existing and future FAA and/or MassDOT grant assurances and applicable laws and regulations.

Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily-mandated provisions contained herein shall control.

11. There is hereby added to the Lot 5 Sublease, as amended, a new Section 33, to wit:

33. **Reserved Rights.** In addition to any rights reserved by the NAC hereunder, the NAC reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep

Exhibit C



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Airport Compliance
and Management Analysis

800 Independence Ave., SW.
Washington, DC 20591

October 19, 2020

Mr. Mark P. Ryan
Chairman, Norwood Airport Commission
Norwood Memorial Airport
Attn: Airport Manager's Office
111 Access Road
Norwood, MA 02062

Dear Mr. Ryan:

On November 2, 2018, the Federal Aviation Administration (FAA) submitted a Part 16 Director's Determination (DD) to the Norwood Airport Commission (NAC). The DD regarded a complaint by Boston Executive Helicopter (BEH) that the airport did not comply with their grant assurances. The NAC provided a Corrective Action Plan (CAP) to the FAA in a letter dated November 18, 2019 outlining the process to meet the requirements of the DD.

The FAA received an August 19, 2020 letter from Mina S. Makarious, counsel for the Town of Norwood and NAC. The letter provides a status of the ongoing efforts by the NAC to address the CAP of the Part 16 DD.

The DD contained three requirements for the NAC to address as part of their CAP. As stated in your November 18, 2019 letter, BEH was granted a permit to operate as a fixed base operator (FBO) on August 15, 2019. The BEH now has rights to operate as an FBO including selling fueling on two public ramps and public helipads. Since BEH now has a permit to operate and has an option to lease space, this requirement has been satisfied.

The second requirement was for NAC to discontinue leasing practices that provided exclusive rights to a single FBO. The FAA acknowledges that NAC worked in good faith to develop acceptable lease terms for the West Apron and the DC-3 Ramp that would provide BEH with the necessary facilities to serve as a full service FBO under the minimum standards. As noted in your letter, the FAA is requesting copies of the proposed leases as well as the November 2019 Commission Meeting Minutes for the administrative record. You state that it has been almost a year since NAC offered the two aprons to BEH. To date, BEH has not accepted leases for the aprons. The FAA agrees that you have exhausted all options for BEH to secure a lease for the two aprons and has concluded that you have met this requirement.

The FAA understands that there has been a loss of airport revenue during the timeframe in which you were engaged with BEH in lease negotiations for apron space. The FAA agrees that the NAC has the right to consider seeking other tenants for the aprons in the future. As part of this process, please inform BEH of your intentions with a timed notice. If BEH indicates it is not willing to enter into an immediate lease for the West Apron and DC3 Ramp, you should note that you will be moving towards a Request for Proposal (RFP) to lease these aprons in the near future. The BEH can submit a bid on the RFP if it chooses.

Finally, the NAC was asked to work with the New England Region Airports office regarding the Verizon Property. Through coordination with the master planning process, which was just completed, the NAC determined that the Verizon land did not offer a potential for aeronautical use. Based on the successful completion of the master planning process, the FAA is in agreement that you have met this requirement as well.

At this time the FAA is satisfied that the NAC has, in good faith, executed its Corrective Action Plan outlined in the November 18, 2019 letter.

Sincerely,



Kevin C. Willis
Director, Office of Airport Compliance
and Management Analysis

cc: Kathy Brockman – FAA
Gail Lattrell – FAA
Jorge Panteli – FAA
Russ Maguire – OWD

Exhibit D

EXECUTION COPY

Norwood Memorial Airport Standard Ground Lease Form, Short-Term

This Ground Lease Agreement (the "Lease" or "Agreement") is made this 16th day of December, 2020 by and between the Norwood Airport Commission (the "Lessor" or "NAC") acting pursuant to its statutory powers as set forth under Massachusetts State Laws, Chapter 90, Sections 51D through 51N, as the same may be amended, by and on behalf of the Town of Norwood, and having its usual place of business at the Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062 and Boston Executive Helicopters, LLC, a Delaware Limited Liability Company with a principal place of business located at 209 Access Road, Norwood, MA 02062 (the "Lessee").

WITNESSETH

WHEREAS, the Lessor operates that certain airport known as the Norwood Memorial Airport and is located at 111 Access Road, Norwood MA 02062 (the "Airport"); and

WHEREAS, the Lessor desires to lease a portion of the Airport known as the DC-3 Apron (hereinafter defined) to Lessee and Lessee desires to lease from the Lessor the DC-3 Apron subject to the terms and conditions hereinafter set forth;

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

I. **GROUND SPACE:** 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 hereby leases unto the Lessee a parcel of land situated on the Airport known as AIP Apron #3-25-0037-26 (2005) consisting of approximately fourteen thousand nine hundred thirty (14,930) square feet and shown on an Exhibit A plan attached hereto, situated on the Norwood Memorial Airport in Norwood, Massachusetts. The Leased Premises are marked DC-3 Apron" on said plan (the "Leased Premises" or DC-3 Apron"). Contained outside and east of the Leased Premises and DC-3 Apron and west of the north-south taxi-lane center line is part of a taxi-lane object-free area (commonly referred to as a "TOFA").

II. **TERM:** Subject to earlier termination as hereunder provided, this Lease is for one term of five (5) years, commencing on the ___ day of December, 2020 and ending on the last day of November, 2025. Provided Lessee is not in default hereunder, Lessee shall have the right exercisable by giving written notice thereof to Lessor not less than six (6) months prior to the expiration of the Term, to extend the Term for one (1) additional three (3) year period (the "Extended Term"). The terms and conditions of any Extended Term shall be as set forth herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Lessee shall have no right to elect to extend the term during any period in time in which the Lessee remains in default hereunder.

EXECUTION COPY

III. **RENT:** The rent that the Lessee will pay to the Lessor during the Term shall be equal to \$0.50 per square foot and shall be paid in twelve (12) equal monthly installments of Six Hundred Twenty-two and 08/100 Dollars (\$622.08). The first (1st) payment hereunder shall be made upon the execution and delivery of this Agreement to the Lessor, and subsequent payments shall be made no later than the first (1st) day of each month thereafter during the Term thereof. For each successive year of this Lease, from Year 2 through Year 5 (or from Year 2 through Year 8 in the case of an Extended Term), the rent will increase by two percent (2%) from the preceding year.

To the extent permitted by applicable law, Lessee further agrees that, in the event that any rent payment or other payment required to be paid by Lessee hereunder is not paid in full by the start of the tenth (10th) day of each month, Lessee shall pay to Lessor, in addition to such late rent payment or other payment due hereunder, an initial late fee, as additional rent, in the amount of Fifty and 00/100 Dollars (\$50.00). Further, a subsequent late fee of Twenty and 00/100 Dollars (\$20.00) per day will be incurred by Lessee for each day payment is delayed after the tenth (10th) day of the month in which such payment was originally due. All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.

IV. **USE OF THE PREMISES:** Lessee shall have the right to use the Leased Premises for the following aeronautical purposes and activities, and those purposes directly needed to accomplish such uses and none other. The Leased Premises shall be used for: Aircraft tie-down, aircraft handling, and fueling of aircraft, including but not limited to operations customarily associated with an FBO "Fixed Base Operator." As an accessory use to Lessee's right to use the Leased Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport. It is agreed that the Lessor makes no representation or guarantees that the Leased Premises is fit for the uses to which they are placed by the Lessee, but rather, that Lessee has made its own independent judgment that the Leased Premises are suitable to Lessee's needs.

No unauthorized third party commercial activity shall be conducted in, from or around the Leased Premises. Third party commercial activity customarily associated with FBO operations shall be authorized and permitted. Lessee shall not use the Leased Premises in any manner that will constitute waste, and Lessee shall not cause or permit any unlawful conduct, annoyance or nuisance to exist or arise in the course of or as a result of its use of the Leased Premises, nor permit any activity or omission that constitutes or results in unlawful conduct, annoyance or nuisance, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Leased Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee shall conduct itself, and shall cause its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers to conduct

EXECUTION COPY

themselves, in an orderly and proper manner so as not to disturb or interfere with the NAC's or others' use of the Airport.

The Lessor hereby requires that the Lessee comply with FAA Advisory Circular AC 150/5300-13A Airport Design and its successor, particularly sections 504, 505, and 506, which address the safe maneuvering of aircraft on a parking apron, mixing aircraft types and sizes, and the potential need to ground-handle jet aircraft to and from the parking apron, and to prevent jet blast, among other issues. Therefore, The Lessee will be required to make its own independent judgment to assure proper wingtip clearances, and the parties hereto agree that the Lessor shall not be liable or otherwise responsible relative to the layout and use of the Leased Premises, including, but not limited to, said internal taxi-lane.

V. **INSURANCE:** The Lessee agrees that it will secure and pay for commercial general liability insurance with respect to the Leased Premises, insuring the Lessee and the Lessor (including its past, present, and future officers, officials, employees, agents, servants, representatives, designees, volunteers, boards, committees, commissions, departments, and assigns) against all claims for injuries to a person or property sustained by anyone while on the Leased Premises or by through the actions of the Lessee, its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers, anywhere on the Airport. The Lessee agrees to name the Lessor as an additional insured. Insurance will also include coverage for any product and service provided by the Lessee. Lessee will maintain property and general liability insurance for personal injury including death with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards or such other amounts as the Lessor may reasonably require from time to time; and property damage insurance with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards, or such other amounts as the Lessor may reasonably require from time to time; and any other type of insurance as may be required by law or by the Lessor with limits in the amount(s) specified by law or by the Lessor. Higher insurance coverage limits may apply based on the Lessee's planned use of the Leased Premises with respect to the applicable insurance coverage limits reflected in the Norwood Airport Minimum Standards. Insurance will be provided by a responsible company(ies) authorized to do business in the Commonwealth of Massachusetts. The Lessee shall provide the Lessor with proof of insurance as evidenced by certificates of insurance which comply with the Norwood Airport Minimum Standards. The Lessee shall promptly provide the Lessor with such proof in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Insurance policies and coverage limits shall at all times conform to the applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by the Federal Aviation Administration ("FAA"), Massachusetts Department of Transportation (Aeronautics Division) or its successor (collectively, the "Mass DOT"), and the NAC. Copies of all proof of insurance shall be filed with and maintained in the offices of the NAC.

EXECUTION COPY

VI. ASSIGNMENTS, MORTGAGES, OR SUBLEASES: Neither Lessee, nor its successor, heirs or assigns, shall assign, mortgage, pledge, or encumber this Lease. Leased Premises may not be sub-let for any purpose other than aircraft tie down sub leases. This Lease shall not be assigned or transferred by operation of law, without the prior consent in writing of the Lessor in each instance. If this Lease is assigned or transferred, or any part of the Leased Premises is used by other than the Lessee, Lessor may, after notice of default to Lessee, collect rent from assignee, transferee, or occupant and apply amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or acceptance of the assignee, transferee, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent of the Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent to any future transfer of interest.

VII. SPECIAL CONDITIONS:

All activities shall be in accordance with the General Regulations for the Norwood Memorial Airport, the Norwood Airport Minimum Standards, the Norwood Memorial Airport Storm Water Pollution Prevention Plan, the Norwood Memorial Airport Spill Prevention, Control and Countermeasure Plan, Norwood Airport Security Plan, including restrictive access control to and from the Leased Premises, and any other applicable rules, regulations, standards, policies, directives, guidelines and other requirements issued by a governmental authority including but not limited to the FAA, Mass DOT, and the NAC, as these may be amended from time to time. The NAC reserves the right to alter its security plan as needed to reflect the national security requirements in the future. The NAC further reserves the right to alter access to the site for safety and security reasons.

The following additional conditions are required by the Lessor of the Lessee:

1. The Lessee must provide a parking plan of the DC-3 Apron to Lessor, showing its intended use of transient (non-based) aircraft tie-down spaces, as well as based aircraft tie-down spaces.
2. With an FAA-approved paint, the Lessee must apply pavement markings of "Transient" on those aircraft tie-down spaces to be used exclusively for non-based aircraft. Spaces not marked "transient" may be used for based or non-based aircraft. In advance, a pavement markings plan must be submitted to, and approved by, Lessor.
3. Per the General Regulations for Norwood Memorial Airport, the pilot-in-command of any transient aircraft parked on the DC-3 Apron must sign in at the Lessee's operations desk. A standardized form will be provided by Lessor. This form will be turned in to Lessor at its request, but at least monthly.
4. The Lessee must perform crack-sealing on the DC-3 Apron in Years one (1) and five (5) of the Term using Mass DOT approved products and processes.

EXECUTION COPY

5. With an FAA-approved paint, the Lessee must re-mark the aircraft tie-down every even year during the Term beginning in Year 2 of this Lease.

VIII. **ACCESS AND EGRESS:** Lessee shall at all times have the full and free right of access and egress to the Leased Premises, subject, however, to safety and security requirements. This applies additionally, for employees, customers, passengers, guests and invitees of the Lessee. Such rights shall extend to persons or organizations supplying materials or furnishing services to the Lessee, including the use of vehicles, machinery and equipment reasonably required by such person or organization, provided, however, that such use shall conform to rules and regulations, and security guidelines of the Norwood Airport Commission regulating such activity.

IX. **RULES AND REGULATIONS:** Lessee agrees to observe and obey the Norwood Memorial Airport General Regulations, and any standards, regulations, plans and programs incorporated therein (collectively referred to as the "General Regulations"), adopted by the Norwood Airport Commission, as the same may be amended from time to time, and to conform to such rules and regulations applicable to the operation of aircraft also issued by the Norwood Airport Commission on an airport. Additionally, Lessee agrees to comply with the directives of the FAA and Mass DOT with respect to operation of aircraft on an airport. Lessee acknowledges receipt of a copy of the General Regulations referred to herein and relating to conduct of person and business at the Airport. The provisions of the General Regulations, as amended from time to time, are incorporated herein. To the extent the General Regulations are inconsistent with this Lease, the General Regulations shall control.

X. **GOOD AND SUFFICIENT REPAIR:** It is agreed the Lessor shall be under no obligation to maintain or repair Leased Premises, but that Lessee shall keep Leased Premises in good and sufficient repair and to quit and deliver up the Leased Premises upon termination of the Lease in the same condition they are now in. Ordinary wear and tear and damage resulting from the elements, or circumstances over which Lessee had no control are excepted. The Lessee shall be responsible for snow removal within the Leased Premises and shall deposit such snow and ice in those areas of the Airport designated by the Lessor from time to time. In the event of extreme weather events or extraordinarily high levels of snowfall, the parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

XI. **RIGHT TO MAKE IMPROVEMENTS, ALTERATIONS, OR REPAIR:** Lessor reserves the right from time to time to make improvements, alterations, renovations, changes and repairs in and about the Leased Premises. Lessee shall make no claim against the Lessor for interference with leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, change and repair. The Lessee shall not hinder or interfere with the Lessor. Lessor shall have the right at all

EXECUTION COPY

times to erect a building or structure on adjoining or neighboring premises as it deems fit or proper, without any liability to Lessee therefore in any event or any cause. The Lessor, as the authorized representative of the Airport, is solely in charge of determining the nature and scope for improvements to the Airport. Through the Airport Layout Plan (ALP) and/or the Airport Master Plan, the Lessor shall determine as it seems fit and proper, without any liability to the Lessee, therefore in any event, or any cause. Lessee agrees not to make or suffer to make any alteration therein without the approval of Lessor in advance of any work.

XII. **LESSEE TO RESTORE PREMISES:** In the event the Leased Premises is destroyed in whole or in part by fire or other casualty, or by the Lessee's want of care, Lessee shall on receipt of notice from Lessor promptly rebuild or restore the Leased Premises to their previous condition, or alternately, may elect to demolish the remaining structure, restore the ground site to pre-lease condition, and terminate this Lease upon thirty day's (30) written notice to Lessor. The Lessee shall remain liable for any rent hereunder at all times, notwithstanding rebuilding, restoration or demolition, and the Lessor shall not be liable for any costs incurred by the Lessee attributable to any election of Lessee hereunder.

XIII. **LESSEE TO COMPLY WITH FIRE PREVENTION LAWS:** Lessee shall at all times comply with the Massachusetts General Laws Chapter 148, the Massachusetts Fire Code and Regulations, and the rules and regulations of the Norwood Fire Department for the prevention of fires and the environmental safety of the Leased Premises. Lessee shall at its own expense comply with all orders relating thereto, provided, however that there shall be no obligation to make substantial changes or to install costly fire prevention systems. No hazardous use of the Leased Premises is authorized.

XIV. **INDEMNIFICATION OF LESSOR:**

Lessee, at its expense, shall release, defend, indemnify and hold harmless the Lessor, the Town of Norwood, and their respective members, directors, officers, agents and employees from and against all costs, claims, damages, losses, expenses, fees, proceedings, judgments, actions, demands, causes of action, and liabilities ("Claims") and expenses (including reasonable attorneys' fees and costs of investigation and litigation) based upon or arising out of Lessee's conduct of its business at the Airport or its use of the Leased Premises or any other Airport property, provided that Lessee shall not be liable for any Claim caused solely by the willful misconduct or gross negligence of the Lessor or the Town. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Lessor or the Town that would exist under any applicable law or under provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease. This indemnification agreement shall survive the expiration or earlier termination of this Lease.

EXECUTION COPY

It is understood that the Lessor shall not be liable in any way to the Lessee, its agents, representatives, or employees for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land or from any change in the physical condition of the land caused by the elements, erosion or deterioration.

XV. **TAXES:** Real estate taxes, if any, on the Leased Premises will be the obligation of the Lessee.

XVI. **TERMINATION BY LESSOR:** Lessee hereby covenants with Lessor, its successors and assigns, that it will pay hereof unto the Lessor the monthly rent upon the days appointed for payment, and also all taxes and assessments, including any penalties of whatever nature. If the Lessee fails to make payments due within thirty (30) days on the date on which payment is due, Lessor may, at its option, terminate this Lease and take possession of the Leased Premises. Lessor shall have the right to terminate this Lease in the event that the Lessee, its agents or employees cause the Leased Premises to strip, waste or commit any breach of the covenants of this Lease, and the Lessee shall have the right to remove its building or property not held by the Lessor for security of payment.

XVII. **LESSOR'S RIGHT OF ENTRY:** Lessee shall permit Lessor, its agents, attorney, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, or repairs, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

XVIII. **RE-ENTRY AND REPOSSESSION ON DEFAULT:** Lessor may terminate this Lease pursuant to Article XV, or for non-payment of taxes, assessments, or other payments obligated hereunder, or if the Leased Premises are abandoned or vacated by the Lessee during the term thereof.

XIX. **LESSEE'S RIGHT TO TERMINATE:** In the event the Airport or the Leased Premises shall for any reason become unsuitable by reason of any law or regulation now or hereafter enforced affecting the Lessee's business, the Lessee shall have the right to terminate and cancel this Lease upon giving the Lessor thirty (30) days' notice in writing, provided, however, that the Lessor may within such time, remove such cause for cancellation by placing the Leased Premises in suitable and safe condition so as to comply with the law and regulation affecting the same.

EXECUTION COPY

XX. **LESSOR'S RIGHT AT END OF TERM:** It is understood and agreed that upon the termination, cancellation, or at the end of any Term hereof, the buildings and improvements on the Leased Premises shall revert to Lessor. Lessee may remove fixtures at its own expense, without damage to the underlying real property, building, or improvements.

XXI. **CONFORMITY OF AGREEMENT:** Lessor reserves the right to enter into other agreements which authorize the use of the Airport facilities on terms similar to those extended to Lessee. However, Lessor agrees not to enter into any similar agreements with respect to the Airport, which contain more favorable terms than this Lease with the Lessee, or to grant potential competitors of Lessee privileges not herein authorized unless the same are extended to the Lessee.

XXII. **SURRENDER OF POSSESSION:** The Lessee shall at the expiration or earlier termination of this Lease remove all Lessee's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the NAC the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the NAC is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same. In the event of an Event of Default, the NAC shall have the right to sell such property provided that it shall give Lessee not less than thirty (30) days' advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied, first, to the cost of the sale, second, to the payment of charges of storage and removal, third to the payment of rentals or any other obligation which may then be due from Lessee to the NAC, and the balance, if any, shall be paid to Lessee.

XXIII. **ABANDONMENT OF PREMISES:** Lessee hereby agrees not to vacate or abandon the Leased Premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned, and may either be retained by the Lessor as property of the Lessor or may be disposed of at a public or private sale as Lessor sees fit. Any property of the Lessee sold at public or private sale or retained by Lessor shall have all proceeds of any such sale, or the then current fair market value of such property as may be retained by the Lessor, shall be applied by Lessor against (1) the expenses of Lessor removal, storage, or sale of the personalty, (2) the arrears of rent or future rent payable under this Lease, and (3) any other damages to which Lessor may be entitled hereunder. The balance of such amounts if any shall be given to Lessee. Lessor may, at its option, relet the Leased Premises as agent of the Lessee, however, Lessee shall remain liable for

EXECUTION COPY

loss or damages resulting from the abandonment. Lessee hereby waives all rights of notice to quit or intention to re-enter the Leased Premises under the provisions of any statute of the Commonwealth of Massachusetts, or of this Lease, in the event of abandonment of the Leased Premises.

XXV. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE: Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Premises without written consent of Lessor which shall not be unreasonably withheld. Lessee shall remove such signs, displays, advertisements, or decorations placed on the Leased Premises, which, in the sole opinion of Lessor, are offensive or otherwise objectionable. If Lessee shall fail to remove signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove, then, Lessor reserves the right to enter the Leased Premises and remove the objectionable item at the expense of the Lessee.

XXVI. AGENCY: Lessee shall not at any time during the period of this Lease, or any extensions thereof, act as agent, servant, or employee of Lessor, and shall not be liable for failure to act.

XXVII. NOTICE: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and returned receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of a summons or other legal process.

XXVIII. ATTORNEY'S FEES: If any action at law or in equity shall be brought to recover rent under this Lease, or for, or on account of any breach hereof, or to enforce or to interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fee, the amount of which shall be fixed by the court, and shall be made part of any judgment or decree rendered.

XXIX. RIGHT TO CLOSE AIRPORT: Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities,

EXECUTION COPY

the Lessee does hereby waive any and all claim for damages arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not nor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but that the Airport or any of its facilities may be closed by Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of the Lessor, or for the execution of any or all of the functions set forth herein above. Lessor will notify the Lessee upon closing the airport and when re-opening the airport.

XXX. FEDERAL AND STATE REQUIREMENTS: It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, the Lessee will: a.) Furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) Charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) 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 of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

The Lessee for self, personal representatives, assigns and successors in interest, further agrees as a covenant running with the land: a.) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities. b.) In the construction of any improvements on, 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 of, or otherwise be subjected to discrimination, c.) Lessee shall use the Leased Premises in compliance with all other requirements 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—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to re-enter and repossess said land, order the removal of Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that

EXECUTION COPY

nothing in the Lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in part by grants from the FAA and Mass DOT, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this Lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and Mass DOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to the Airport, and thus, any commercial activity authorized on the Leased Premises of this Lease may be subject to competition from others, on or off the Airport. The Lessor has the right to amend this Lease to comply with all existing and future FAA and Mass DOT grant assurances.

Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the foregoing sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily mandated provisions contained herein shall control.

XXXI. **RESERVED RIGHTS:** In addition to any rights reserved by the Lessor hereunder, the Lessor reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep in good repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of lessees in this regard; c.) to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent lessees from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft; and d.) to take any action it considers necessary to comply with any grant assurances, obligations, or responsibilities imposed upon the Town of Norwood or the Lessor by the FAA and Mass Dot, including but not limited to entering the Airport's Leased Premises for any reason and/or amending or terminating any lease agreement.

XXXII. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns or successors in interest to the parties.

XXXIII. **SEVERABILITY:** If for any reason any provision of this Lease is determined to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

EXECUTION COPY

XXXIV. **WAIVER:** The failure by the Lessor to enforce any provision of this Lease will not constitute a waiver of future enforcement of that or any other provision.

XXXV. **JURISDICTION:** Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.

XXXVI. **ENTIRE AGREEMENT:** This Lease represents the entire agreement between the parties hereto with respect to the matter covered herein. No other agreement, representations, warranties, proposals, oral or written, shall be deemed to bind the parties.

XXXVII. **CAPTIONS:** All captions in this Lease are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Lease.

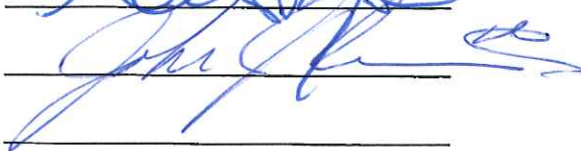
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

A handwritten signature in black ink, consisting of a large, stylized 'A' or 'M' shape with a long, sweeping line extending upwards and to the right.

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have duly affixed their hand and seal as of
the day and year first above written.

LESSOR: NORWOOD AIRPORT COMMISSION, acting on behalf of the Town of Norwood



Approved by Counsel as to form only, not substance

LESSEE:

BOSTON EXECUTIVE HELICOPTERS, LLC

Name:

Title:


Christopher Conner
President

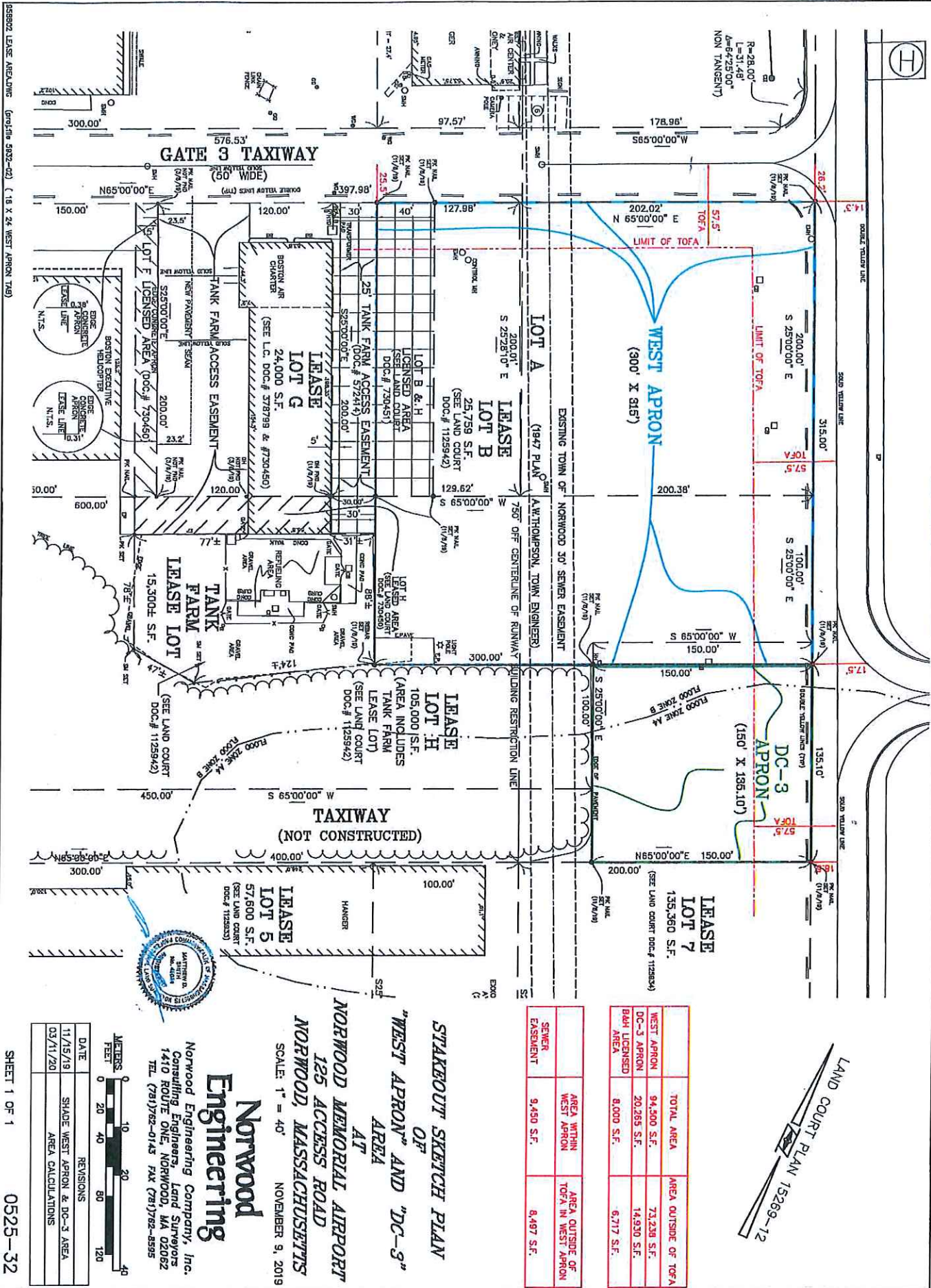


Exhibit E

EXECUTION COPY

Norwood Memorial Airport Standard Ground Lease Form, Short-Term

This Ground Lease Agreement (the "Lease" or "Agreement") is made this 16th day of December, 2020 by and between the Norwood Airport Commission (the "Lessor" or "NAC") acting pursuant to its statutory powers as set forth under Massachusetts State Laws, Chapter 90, Sections 51D through 51N, as the same may be amended, by and on behalf of the Town of Norwood, and having its usual place of business at the Norwood Memorial Airport, 111 Access Road, Norwood, MA 02062 and Boston Executive Helicopters, LLC, a Delaware Limited Liability Company with a principal place of business located at 209 Access Road, Norwood, MA 02062 (the "Lessee").

WITNESSETH

WHEREAS, the Lessor operates that certain airport known as the Norwood Memorial Airport and is located at 111 Access Road, Norwood MA 02062 (the "Airport"); and

WHEREAS, the Lessor desires to lease a portion of the Airport known as the West Apron (hereinafter defined) to Lessee and Lessee desires to lease from the Lessor the West Apron subject to the terms and conditions hereinafter set forth;

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

I. **GROUND SPACE:** 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 hereby leases unto the Lessee a parcel of land situated on the Airport known as AIP Apron #3-25-0037-27 (2006) consisting of approximately seventy-three thousand two hundred and thirty eight (73,238) square feet and marked the "West Apron" on the Airport plan attached hereto as Exhibit A and incorporated herein by reference (the "Leased Premises" or "West Apron"). Contained outside and east of the Leased Premises and West Apron and west of the north-south taxi-lane centerline is part of a taxi-lane object-free area (commonly referred to as a "TOFA"). Contained outside and north of the Leased Premises and West Apron and south of the Gate 3 taxi-lane centerline, is part of a TOFA.

II. **TERM:** Subject to earlier termination as hereunder provided, this Lease is for one term of five (5) years, commencing on the ____ day of December, 2020 and ending on the last day of November, 2025. Provided Lessee is not in default hereunder, Lessee shall have the right exercisable by giving written notice thereof to Lessor not less than six (6) months prior to the expiration of the Term, to extend the Term for one (1) additional three (3) year period (the "Extended Term"). The terms and conditions of any Extended Term shall be as set forth herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Lessee shall have no right to elect to extend the term during any period in time in which the Lessee remains in default hereunder.

EXECUTION COPY

III. **RENT:** The rent that the Lessee will pay to the Lessor during the Term shall be equal to \$0.50 per square foot and shall be paid in twelve (12) equal monthly installments of Three Thousand fifty-one and 58/100 Dollars (\$3,051.58). The first (1st) payment hereunder shall be made upon the execution and delivery of this Agreement to the Lessor, and subsequent payments shall be made no later than the first (1st) day of each month thereafter during the Term thereof. For each successive year of this Lease, from Year 2 through Year 5 (or from Year 2 through Year 8 in the case of an Extended Term), the rent will increase by two percent (2%) from the preceding year.

To the extent permitted by applicable law, Lessee further agrees that, in the event that any rent payment or other payment required to be paid by Lessee hereunder is not paid in full by the start of the tenth (10th) day of each month, Lessee shall pay to Lessor, in addition to such late rent payment or other payment due hereunder, an initial late fee, as additional rent, in the amount of Fifty and 00/100 Dollars (\$50.00). Further, a subsequent late fee of Twenty and 00/100 Dollars (\$20.00) per day will be incurred by Lessee for each day payment is delayed after the tenth (10th) day of the month in which such payment was originally due. All future payments by Lessee will be allocated first to any outstanding balances due other than rent. Any remaining monies paid by Lessee to Lessor will be allocated lastly to any rent balance.

IV. **USE OF THE PREMISES:** Lessee shall have the right to use the Leased Premises for the following aeronautical purposes and activities, and those purposes directly needed to accomplish such uses and none other. The Leased Premises shall be used for: Aircraft tie-down, aircraft handling, and fueling of aircraft, including but not limited to operations customarily associated with an FBO "Fixed Base Operator." As an accessory use to Lessee's right to use the Leased Premises, and due to limited parking elsewhere, Lessee may also park vehicles on the Leased Premises for personnel and customers so long as doing so does not interfere with Lessee's or any other Airport user's lawful activities at the Airport. It is agreed that the Lessor makes no representation or guarantees that the Leased Premises is fit for the uses to which they are placed by the Lessee, but rather, that Lessee has made its own independent judgment that the Leased Premises are suitable to Lessee's needs.

No unauthorized third party commercial activity shall be conducted in, from or around the Leased Premises. Third party commercial activity customarily associated with FBO operations shall be authorized and permitted. Lessee shall not use the Leased Premises in any manner that will constitute waste, and Lessee shall not cause or permit any unlawful conduct, annoyance or nuisance to exist or arise in the course of or as a result of its use of the Leased Premises, nor permit any activity or omission that constitutes or results in unlawful conduct, annoyance or nuisance, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Leased Premises, or the building or any of its contents, or to increase the cost of any such insurance. Lessee shall conduct itself, and shall cause its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers to conduct

EXECUTION COPY

themselves, in an orderly and proper manner so as not to disturb or interfere with the NAC's or others' use of the Airport.

The Lessor hereby requires that the Lessee comply with FAA Advisory Circular AC 150/5300-13A Airport Design and its successor, particularly sections 504, 505, and 506, which address the safe maneuvering of aircraft on a parking apron, mixing aircraft types and sizes, and the potential need to ground-handle jet aircraft to and from the parking apron, and to prevent jet blast, among other issues. Therefore, The Lessee will be required to make its own independent judgment to assure proper wingtip clearances, and the parties hereto agree that the Lessor shall not be liable or otherwise responsible relative to the layout and use of the Leased Premises, including, but not limited to, said internal taxi-lane.

V. **INSURANCE:** The Lessee agrees that it will secure and pay for commercial general liability insurance with respect to the Leased Premises, insuring the Lessee and the Lessor (including its past, present, and future officers, officials, employees, agents, servants, representatives, designees, volunteers, boards, committees, commissions, departments, and assigns) against all claims for injuries to a person or property sustained by anyone while on the Leased Premises or by through the actions of the Lessee, its officers, employees, representatives, servants, agents, invitees, guests, clients, contractors, licensees, suppliers and service providers, anywhere on the Airport. The Lessee agrees to name the Lessor as an additional insured. Insurance will also include coverage for any product and service provided by the Lessee. Lessee will maintain property and general liability insurance for personal injury including death with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards or such other amounts as the Lessor may reasonably require from time to time; and property damage insurance with limits equal to the greater of the minimum insurance amounts required by the Norwood Airport Minimum Standards, or such other amounts as the Lessor may reasonably require from time to time; and any other type of insurance as may be required by law or by the Lessor with limits in the amount(s) specified by law or by the Lessor. Higher insurance coverage limits may apply based on the Lessee's planned use of the Leased Premises with respect to the applicable insurance coverage limits reflected in the Norwood Airport Minimum Standards. Insurance will be provided by a responsible company(ies) authorized to do business in the Commonwealth of Massachusetts. The Lessee shall provide the Lessor with proof of insurance as evidenced by certificates of insurance which comply with the Norwood Airport Minimum Standards. The Lessee shall promptly provide the Lessor with such proof in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Insurance policies and coverage limits shall at all times conform to the applicable rules, regulations, standards, policies, directives, guidelines, and other requirements issued by the Federal Aviation Administration ("FAA"), Massachusetts Department of Transportation (Aeronautics Division) or its successor (collectively, the "Mass DOT"), and the NAC. Copies of all proof of insurance shall be filed with and maintained in the offices of the NAC.

EXECUTION COPY

VI. ASSIGNMENTS, MORTGAGES, OR SUBLEASES: Neither Lessee, nor its successor, heirs or assigns, shall assign, mortgage, pledge, or encumber this Lease. Leased Premises may not be sub-let for any purpose other than aircraft tie down sub leases. This Lease shall not be assigned or transferred by operation of law, without the prior consent in writing of the Lessor in each instance. If this Lease is assigned or transferred, or any part of the Leased Premises is used by other than the Lessee, Lessor may, after notice of default to Lessee, collect rent from assignee, transferee, or occupant and apply amount collected to the rent reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or acceptance of the assignee, transferee, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent of the Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent to any future transfer of interest.

VII. SPECIAL CONDITIONS:

All activities shall be in accordance with the General Regulations for the Norwood Memorial Airport, the Norwood Airport Minimum Standards, the Norwood Memorial Airport Storm Water Pollution Prevention Plan, the Norwood Memorial Airport Spill Prevention, Control and Countermeasure Plan, Norwood Airport Security Plan, including restrictive access control to and from the Leased Premises, and any other applicable rules, regulations, standards, policies, directives, guidelines and other requirements issued by a governmental authority including but not limited to the FAA, Mass DOT, and the NAC, as these may be amended from time to time. The NAC reserves the right to alter its security plan as needed to reflect the national security requirements in the future. The NAC further reserves the right to alter access to the site for safety and security reasons.

The following additional conditions are required by the Lessor of the Lessee:

1. The Lessee must provide a parking plan of the West Apron to Lessor, showing its intended use of transient (non-based) aircraft tie-down spaces, as well as based aircraft tie-down spaces.
2. With an FAA-approved paint, the Lessee must apply pavement markings of "Transient" on those aircraft tie-down spaces to be used exclusively for non-based aircraft. Spaces not marked "transient" may be used for based or non-based aircraft. In advance, a pavement markings plan must be submitted to, and approved by, Lessor.
3. Per the General Regulations for Norwood Memorial Airport, the pilot-in-command of any transient aircraft parked on the West Apron must sign in at the Lessee's operations desk. A standardized form will be provided by Lessor. This form will be turned in to Lessor at its request, but at least monthly.
4. The Lessee must perform crack-sealing on the West Apron in Years one (1) and five (5) of the Term using Mass DOT approved products and processes.

EXECUTION COPY

5. With an FAA-approved paint, the Lessee must re-mark the aircraft tie-down every even year during the Term beginning in Year 2 of this Lease.

VIII. **ACCESS AND EGRESS:** Lessee shall at all times have the full and free right of access and egress to the Leased Premises, subject, however, to safety and security requirements. This applies additionally, for employees, customers, passengers, guests and invitees of the Lessee. Such rights shall extend to persons or organizations supplying materials or furnishing services to the Lessee, including the use of vehicles, machinery and equipment reasonably required by such person or organization, provided, however, that such use shall conform to rules and regulations, and security guidelines of the Norwood Airport Commission regulating such activity.

IX. **RULES AND REGULATIONS:** Lessee agrees to observe and obey the Norwood Memorial Airport General Regulations, and any standards, regulations, plans and programs incorporated therein (collectively referred to as the General Regulations), adopted by the Norwood Airport Commission, as the same may be amended from time to time, and to conform to such rules and regulations applicable to the operation of aircraft also issued by the Norwood Airport Commission on an airport. Additionally, Lessee agrees to comply with the directives of the FAA and Mass DOT with respect to operation of aircraft on an airport. Lessee acknowledges receipt of a copy of the General Regulations referred to herein and relating to conduct of person and business at the Airport. The provisions of the General Regulations, as amended from time to time, are incorporated herein. To the extent the General Regulations are inconsistent with this lease, the General Regulations shall control.

X. **GOOD AND SUFFICIENT REPAIR:** It is agreed the Lessor shall be under no obligation to maintain or repair Leased Premises, but that Lessee shall keep Leased Premises in good and sufficient repair and to quit and deliver up the Leased Premises upon termination of the lease in the same condition they are now in. Ordinary wear and tear and damage resulting from the elements, or circumstances over which Lessee had no control are excepted. The Lessee shall be responsible for snow removal within the Leased Premises and shall deposit such snow and ice in those areas of the Airport designated by the Lessor from time to time. In the event of extreme weather events or extraordinarily high levels of snowfall, the parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

XI. **RIGHT TO MAKE IMPROVEMENTS, ALTERATIONS, OR REPAIR:** Lessor reserves the right from time to time to make improvements, alterations, renovations, changes and repairs in and about the Leased Premises. Lessee shall make no claim against the Lessor for interference with leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, change and repair. The Lessee shall not hinder or interfere with the Lessor. Lessor shall have the right at all

EXECUTION COPY

times to erect a building or structure on adjoining or neighboring premises as it deems fit or proper, without any liability to Lessee therefore in any event or any cause. The Lessor, as the authorized representative of the Airport, is solely in charge of determining the nature and scope for improvements to the Airport. Through the Airport Layout Plan (ALP) and/or the Airport Master Plan, the Lessor shall determine as it seems fit and proper, without any liability to the Lessee, therefore in any event, or any cause. Lessee agrees not to make or suffer to make any alteration therein without the approval of Lessor in advance of any work.

XII. LESSEE TO RESTORE PREMISES: In the event the Leased Premises is destroyed in whole or in part by fire or other casualty, or by the Lessee's want of care, Lessee shall on receipt of notice from Lessor promptly rebuild or restore the Leased Premises to their previous condition, or alternately, may elect to demolish the remaining structure, restore the ground site to pre-lease condition, and terminate this Lease upon thirty day's (30) written notice to Lessor. The Lessee shall remain liable for any rent hereunder at all times, notwithstanding rebuilding, restoration or demolition, and the Lessor shall not be liable for any costs incurred by the Lessee attributable to any election of Lessee hereunder.

XIII. LESSEE TO COMPLY WITH FIRE PREVENTION LAWS: Lessee shall at all times comply with the Massachusetts General Laws Chapter 148, the Massachusetts Fire Code and Regulations, and the rules and regulations of the Norwood Fire Department for the prevention of fires and the environmental safety of the Leased Premises. Lessee shall at its own expense comply with all orders relating thereto, provided, however that there shall be no obligation to make substantial changes or to install costly fire prevention systems. No hazardous use of the Leased Premises is authorized.

XIV. INDEMNIFICATION OF LESSOR:

Lessee, at its expense, shall release, defend, indemnify and hold harmless the Lessor, the Town of Norwood, and their respective members, directors, officers, agents and employees from and against all costs, claims, damages, losses, expenses, fees, proceedings, judgments, actions, demands, causes of action, and liabilities ("Claims") and expenses (including reasonable attorneys' fees and costs of investigation and litigation) based upon or arising out of Lessee's conduct of its business at the Airport or its use of the Leased Premises or any other Airport property, provided that Lessee shall not be liable for any Claim caused solely by the willful misconduct or gross negligence of the Lessor or the Town. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Lessor or the Town that would exist under any applicable law or under provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease. This indemnification agreement shall survive the expiration or earlier termination of this Lease.

EXECUTION COPY

It is understood that the Lessor shall not be liable in any way to the Lessee, its agents, representatives, or employees for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land or from any change in the physical condition of the land caused by the elements, erosion or deterioration.

XV. **TAXES:** Real estate taxes, if any, on the Leased Premises will be the obligation of the Lessee.

XVI. **TERMINATION BY LESSOR:** Lessee hereby covenants with Lessor, its successors and assigns, that it will pay hereof unto the Lessor the monthly rent upon the days appointed for payment, and also all taxes and assessments, including any penalties of whatever nature. If the Lessee fails to make payments due within thirty (30) days on the date on which payment is due, Lessor may, at its option, terminate this Lease and take possession of the Leased Premises. Lessor shall have the right to terminate this Lease in the event that the Lessee, its agents or employees cause the Leased Premises to strip, waste or commit any breach of the covenants of this Lease, and the Lessee shall have the right to remove its building or property not held by the Lessor for security of payment.

XVII. **LESSOR'S RIGHT OF ENTRY:** Lessee shall permit Lessor, its agents, attorney, or employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, or repairs, without any rebate of rent and without any liability to the Lessee for any loss of occupation or quiet enjoyment of the Leased Premises thereby occasioned.

XVIII. **RE-ENTRY AND REPOSSESSION ON DEFAULT:** Lessor may terminate this Lease pursuant to Article XV, or for non-payment of taxes, assessments, or other payments obligated hereunder, or if the Leased Premises are abandoned or vacated by the Lessee during the term thereof.

XIX. **LESSEE'S RIGHT TO TERMINATE:** In the event the Airport or the Leased Premises shall for any reason become unsuitable by reason of any law or regulation now or hereafter enforced affecting the Lessee's business, the Lessee shall have the right to terminate and cancel this Lease upon giving the Lessor thirty (30) days' notice in writing, provided, however, that the Lessor may within such time, remove such cause for cancellation by placing the Leased Premises in suitable and safe condition so as to comply with the law and regulation affecting the same.

EXECUTION COPY

XX. **LESSOR'S RIGHT AT END OF TERM:** It is understood and agreed that upon the termination, cancellation, or at the end of any Term hereof, the buildings and improvements on the Leased Premises shall revert to Lessor. Lessee may remove fixtures at its own expense, without damage to the underlying real property, building, or improvements.

XXI. **CONFORMITY OF AGREEMENT:** Lessor reserves the right to enter into other agreements which authorize the use of the Airport facilities on terms similar to those extended to Lessee. However, Lessor agrees not to enter into any similar agreements with respect to the Airport, which contain more favorable terms than this Lease with the Lessee, or to grant potential competitors of Lessee privileges not herein authorized unless the same are extended to the Lessee.

XXII. **SURRENDER OF POSSESSION:** The Lessee shall at the expiration or earlier termination of this Lease remove all Lessee's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises). Lessee shall deliver to the NAC the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the NAC is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same. In the event of an Event of Default, the NAC shall have the right to sell such property provided that it shall give Lessee not less than thirty (30) days' advance written notice that it intends to conduct such a sale. The proceeds of such sale shall be applied, first, to the cost of the sale, second, to the payment of charges of storage and removal, third to the payment of rentals or any other obligation which may then be due from Lessee to the NAC, and the balance, if any, shall be paid to Lessee.

XXIII. **ABANDONMENT OF PREMISES:** Lessee hereby agrees not to vacate or abandon the Leased Premises at any time during the term hereof. If Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned, and may either be retained by the Lessor as property of the Lessor or may be disposed of at a public or private sale as Lessor sees fit. Any property of the Lessee sold at public or private sale or retained by Lessor shall have all proceeds of any such sale, or the then current fair market value of such property as may be retained by the Lessor, shall be applied by Lessor against (1) the expenses of Lessor removal, storage, or sale of the personality, (2) the arrears of rent or future rent payable under this Lease, and (3) any other damages to which Lessor may be entitled hereunder. The balance of such amounts if any shall be given to Lessee. Lessor may, at its option, relet the Leased Premises as agent of the Lessee, however, Lessee shall remain liable for

EXECUTION COPY

loss or damages resulting from the abandonment. Lessee hereby waives all rights of notice to quit or intention to re-enter the Leased Premises under the provisions of any statute of the Commonwealth of Massachusetts, or of this Lease, in the event of abandonment of the Leased Premises.

XXV. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE: Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Premises without written consent of Lessor which shall not be unreasonably withheld. Lessee shall remove such signs, displays, advertisements, or decorations placed on the Leased Premises, which, in the sole opinion of Lessor, are offensive or otherwise objectionable. If Lessee shall fail to remove signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from Lessor to remove, then, Lessor reserves the right to enter the Leased Premises and remove the objectionable item at the expense of the Lessee.

XXVI. AGENCY: Lessee shall not at any time during the period of this Lease, or any extensions thereof, act as agent, servant, or employee of Lessor, and shall not be liable for failure to act.

XXVII. NOTICE: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and returned receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of a summons or other legal process.

XXVIII. ATTORNEY'S FEES: If any action at law or in equity shall be brought to recover rent under this Lease, or for, or on account of any breach hereof, or to enforce or to interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fee, the amount of which shall be fixed by the court, and shall be made part of any judgment or decree rendered.

XXIX. RIGHT TO CLOSE AIRPORT: Lessor reserves the right to develop, improve, construct, repair, reconstruct, or rehabilitate any or all of the Airport facilities, including runways, taxiways, aprons, lighting systems, approach lighting installations, beacons, avionics equipment and any other facility which may at times be used to provide service to users of the Airport, and in the event that such development, improvement, construction, repair, reconstruction or rehabilitation interrupts, inconveniences, interferes with or in any way adversely affects Lessee's use of the Airport, or any of its facilities,

EXECUTION COPY

the Lessee does hereby waive any and all claim for damages arising out of such action in carrying out the aforementioned functions. Lessee hereby agrees that Lessor has not nor hereby represent, warrant or guarantee, either expressly or by implication, that the use of the Airport will be available continuously or at all times, but that the Airport or any of its facilities may be closed by Lessor in whole or in part for reasonable periods of time as a result of causes beyond the control of the Lessor, or for the execution of any or all of the functions set forth herein above. Lessor will notify the Lessee upon closing the airport and when re-opening the airport.

XXX. FEDERAL AND STATE REQUIREMENTS: It is mutually understood and agreed that in exercising the rights and privileges herein granted for furnishing aeronautical services to the public, the Lessee will: a.) Furnish said services on a fair, equal and not unjustly discriminatory basis to users thereof, and b.) Charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

It is understood and agreed that: a.) no right or privilege has been granted which would serve to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform; b.) 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 of 1958; and c.) no lessee will be given more favorable terms for providing the same public service than any other lessee.

The Lessee for self, personal representatives, assigns and successors in interest, further agrees as a covenant running with the land: a.) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the use of its facilities. b.) In the construction of any improvements on, 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 of, or otherwise be subjected to discrimination, c.) Lessee shall use the Leased Premises in compliance with all other requirements 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—Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended, that in the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to re-enter and repossess said land, order the removal of Lessee's goods and to hold said land as if this Lease had never been made or issued.

This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the purpose of obtaining federal aid for the improvement and/or development of the Airport; that

EXECUTION COPY

nothing in the lease shall be construed to grant or authorize the granting of an exclusive right; that the facilities of Norwood Memorial Airport have been financed in part by grants from the FAA and Mass DOT, meaning that receipt of these grants is conditional upon compliance by the NAC with certain assurances, and therefore, any term or condition of this Lease which is found to be in conflict or inconsistent with any such federal and/or state grant assurance shall be subordinated to such federal and/or state grant assurance; and that the NAC, in compliance with FAA and Mass DOT grant assurances, may not and does not give any lessee assurances of exclusive access or monopolistic rights on or to the Airport, and thus, any commercial activity authorized on the Leased Premises of this Lease may be subject to competition from others, on or off the Airport. The Lessor has the right to amend this lease to comply with all existing and future FAA and Mass DOT grant assurances.

Lessor reserves the right to cancel this Lease in the event of a national emergency or declaration of war by the United States of America, and Lessor is notified of the exercise of the federal government's right to recapture and control the Airport.

To the extent any of the foregoing sections required by Federal or Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily mandated provisions contained herein shall control.

XXXI. **RESERVED RIGHTS:** In addition to any rights reserved by the Lessor hereunder, the Lessor reserves the right: a.) to further develop or improve the airside and landside areas of the Airport as it sees fit, and without interference or hindrance; b.) to maintain and keep in good repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of lessees in this regard; c.) to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent lessees from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft; and d.) to take any action it considers necessary to comply with any grant assurances, obligations, or responsibilities imposed upon the Town of Norwood or the Lessor by the FAA and Mass Dot, including but not limited to entering the Airport's Leased Premises for any reason and/or amending or terminating any lease agreement.

XXXII. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns or successors in interest to the parties.

XXXIII. **SEVERABILITY:** If for any reason any provision of this Lease is determined to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

EXECUTION COPY

XXXIV. **WAIVER:** The failure by the Lessor to enforce any provision of this lease will not constitute a waiver of future enforcement of that or any other provision.

XXXV. **JURISDICTION:** Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.

XXXVI. **ENTIRE AGREEMENT:** This Lease represents the entire agreement between the parties hereto with respect to the matter covered herein. No other agreement, representations, warranties, proposals, oral or written, shall be deemed to bind the parties.

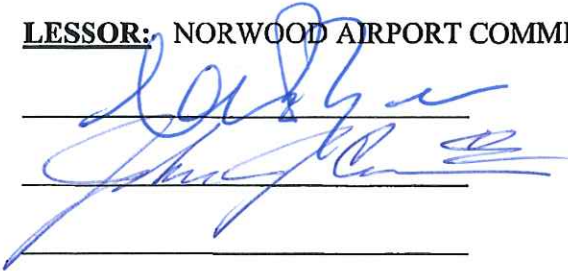
XXXVII. **CAPTIONS:** All captions in this Lease are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have duly affixed their hand and seal as of
the day and year first above written.

LESSOR: NORWOOD AIRPORT COMMISSION, acting on behalf of the Town of Norwood



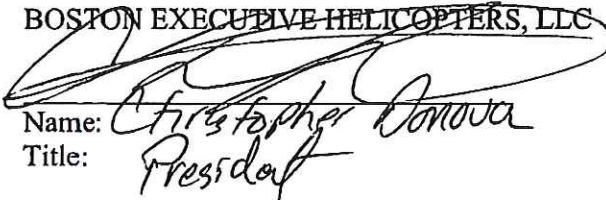
Approved by Counsel as to form only, not substance

LESSEE:

BOSTON EXECUTIVE HELICOPTERS, LLC

Name:

Title:



Christopher Donova
President



Exhibit F

Sheila M. Kelly-Cassidy

From: ECFnotice@mad.uscourts.gov
Sent: Tuesday, February 22, 2022 2:00 PM
To: CourtCopy@mad.uscourts.gov
Subject: Activity in Case 1:15-cv-13647-RGS Boston Executive Helicopters v. Francis T. Maguire et al Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

United States District Court

District of Massachusetts

Notice of Electronic Filing

The following transaction was entered on 2/22/2022 at 2:00 PM EST and filed on 2/22/2022

Case Name: Boston Executive Helicopters v. Francis T. Maguire et al

Case Number: [1:15-cv-13647-RGS](#)

Filer:

WARNING: CASE CLOSED on 12/07/2018

Document Number: 271(No document attached)

Docket Text:

Judge Richard G. Stearns: ELECTRONIC ORDER entered denying [258] MOTION for Reconsideration *or in the alternative to rescind settlement agreement* filed by Boston Executive Helicopters.

The First Circuit has remanded this case "for the sole purpose of allowing [this court] to consider and decide" BEH's motion to rescind the settlement agreement or, in the alternative, to reconsider the court's denial of BEH's motion to enforce the settlement agreement. Dkt # 265. After review of the parties' briefs and the supporting materials, the court will DENY both requests.

At the outset, the court concludes that it does not have subject matter jurisdiction to consider BEH's request for rescission of the settlement agreement. In its initial order denying BEH's motion to enforce the settlement agreement, the court noted that it had retained ancillary jurisdiction only to enforce the terms of the agreement and thus did not have jurisdiction to consider claims based on fraud in the inducement. See Dkt # 253 at 5-6. As BEH's new claims sound firmly in fraud, see Dkt # 258 at 2, the court is without jurisdiction to consider BEH's request for rescission. See, e.g., *Vikas WSP, Ltd. v. Econ. Mud Prods. Co.*, 23 F.4th 442, 453

(5th Cir. 2022) (district court hearing a fraud claim through its ancillary power to "enforce the settlement" would "stretch retained jurisdiction too far"); *Lipman v. Dye*, 294 F.3d 17, 20-21 (1st Cir. 2002).

The court further concludes that BEH's alternative request for reconsideration is both untimely and meritless. A motion for relief from a final judgment, order, or proceeding -- made pursuant to Fed. R. Civ. P. 60(b)(6) -- must be made "within a reasonable time." Fed. R. Civ. P. 60(c)(1); see *Cotto v. United States*, 993 F.2d 274, 280 (1st Cir. 1993) ("What is 'reasonable' depends on the circumstances."). BEH's unexplained delay in filing this motion -- one year after the court's entry of the order, four months after Norwood produced the documents that gave rise to BEH's renewed claims of fraud, and one month after BEH's appeal had been fully briefed and argued in front of the First Circuit -- is plainly unreasonable. In any event, the motion would fail even if it had been timely filed because BEH merely recycles arguments already rejected by this court and does not identify any "extraordinary circumstances" necessary to obtain Rule 60(b)(6) relief. *Ungar v. Palestine Liberation Org.*, 599 F.3d 79, 84 (1st Cir. 2010).

Finally, Norwood requests sanctions in the form of fees and costs incurred in defending against BEH's motion. Although BEH's motion is premised on a faulty and ultimately untenable foundation, the court concludes that the motion was not so "hopeless" to justify sanctions against BEH. See, e.g., *Roger Edwards, LLC v. Fiddes & Son Ltd.*, 437 F.3d 140, 144 (1st Cir. 2006).

(RGS, law2)

1:15-cv-13647-RGS Notice has been electronically mailed to:

David S. Mackey dmackey@andersonkreiger.com, david-mackey-5942@ecf.pacerpro.com, ebrennion@andersonkreiger.com

Adam Simms asimms@piercedavis.com, bfergusson@piercedavis.com

Eric H. Loeffler eloeffler@davids-cohen.com, cmckeeney@davids-cohen.com

John J. Davis jdavis@piercedavis.com, bfergusson@piercedavis.com

Brandon H. Moss (Terminated) bmoss@mhtl.com, aandrews@mhtl.com, privera@mhtl.com

Jason W. Crotty jcrotty@piercedavis.com, bfergusson@piercedavis.com, shillman@piercedavis.com

Ben N. Dunlap bdunlap@fmglaw.com

Mina S. Makarious mmakarious@andersonkreiger.com, skelly-cassidy@andersonkreiger.com

Kier B. Wachterhauser kwachterhauser@mhtl.com

1:15-cv-13647-RGS Notice will not be electronically mailed to:

Timothy I. McCulloch
Dickinson Wright PLLC

1850 North Central Ave
Suite 1400
Phoenix, AZ 85004

Summary of Airport Financials for FY21

OVERVIEW

Since 2018, a review of the expense and revenue history of Norwood has been prepared and presented to the Norwood Finance Commission. The purpose of the report is to measure the financial performance of the airport over a period of several years. This year's report is for FY21. The report examines the expense and revenue history over a 9-year period beginning in FY13 and provides insights into trends in expenses incurred and revenue generated by airport operations.

REVENUES

Total revenues for the Airport were \$497,829, an increase of 10.4% over FY20. This is the largest amount of revenue generated by the Airport during this 9-year period.

Landing fees

Landing fees were adopted by the Airport Commission in FY19 at the recommendation of the Finance Commission. While landing fees are not a large driver of revenue, they typically do represent over 5% of all airport revenue.

FY21 Actuals were \$27,352 as compared to \$35,895 in FY20 – a 23.8% reduction in landing fee revenue. However, the FY20 numbers included \$9,356 in landing fee revenue from FY19. This revenue was booked to FY20 because of a timing issue (a fee deposit made after the close of fiscal year FY19). When adjusted for the timing issue, actual FY20 landing fee revenues were \$26,539. So, there was a modest 3% increase in landing fee revenues from FY20 to FY21 when accounting for the timing issue.

Short-Term Leases (up to 5 years)

Short-term leases are up by 23.6%, an increase of \$18,470 over FY20. This is primarily due to new leases for land with Boston Executive Helicopter (BEH).

Long-Term Leases (20 years or more)

Long-term leases are up by 32.6%, an increase of \$41,581 over FY21. This is primarily the result of the leasing of land for a new hangar operated by Flight Level. Long-term leases are the largest revenue source comprising 34% of total revenues.

Flowage Fees

Airport operations in FY21 continued to be impacted by the pandemic. However, flowage fees for fuel operations were up by 7.7% from FY20.

A/C Tie Downs

The airport no longer receives tie-down revenue as aircraft now utilize facilities operated by the fixed based operators.

Jet Fuel Tax

Norwood is one of six airports that has opted to receive jet fuel tax revenue. There was a \$15,376 (42.5%) reduction in this revenue source from FY20 to FY21. The state collects this tax revenue directly from the fixed based operators who provide fueling services to aircraft. The reduction may be an indication of reduced operations due to the pandemic and fluctuations in jet fuel prices and/or timing of jet fuel expenditure reports submitted to the state for tax purposes by the fixed based operators.

Indirect Revenues

There were no FEMA reimbursements in FY21. During this 9-year period, Norwood Airport received 2 FEMA reimbursements: \$22,519 in FY15 and \$22,806 in FY18. FEMA reimbursements are not a recurring source of revenue.

PILOT payments are lease payments made by BMA which holds a long-term lease on airport property. This source represents 26% of overall revenue. There was a modest 2.9% increase in this revenue from FY20 to FY21. There is a capital proposal for FY29 to buy back the lease for the air strip currently under a lease arrangement with BMA. Such a buyout will allow Norwood to assume total control of this landing strip area.

The airport also receives excise tax revenues for the Verizon vehicles occupying land that is set aside for non-aviation purposes. This revenue source is modest but did increase by 33.9% FY20 to FY21.

EXPENSES

Total expenses for the Airport in FY21 were \$405,290, a decrease of 8.1% from FY20.

Salaries

This line includes the cost of salaries for the 2 Town employees overseeing airport operations, overtime, part-time salaries, and longevity payments. Overall, this line increased 4.1% over FY20. At \$201,948, this line is 49.8% of all FY21 expenses.

Operations

Operations expense totaled \$199,177 in FY21. This line is 49.1% of all expenses. The largest expenses in this line are snow and ice removal, vehicle and ground equipment and utility and equipment. Snow and Ice expenses were \$31,913 higher in FY21 due to the long duration storms in late winter of this year.

Of significant note is the decrease in expenses associated with rent/utilities. This line is down over \$32,000. This is due to airport management offices now being located at the town-owned Welch Building. Previously, airport management was in a rental office. The Vehicle and Grounds equipment line is up over \$30,000 primarily due to the need to replace a security gate damaged in January when a motorist crashed into it.

Capital Costs

Capital costs consist of funding the Norwood share of FAA and DOT grants for construction at the airport. As a public use airport, Norwood funds much of its capital improvement plan using federal and state grants. Under this program, Norwood's share of funding is 5%. This year, the share amount is \$4,165. In FY20, Norwood's share was \$64,088. This line will vary year-to-year as it is dependent of the

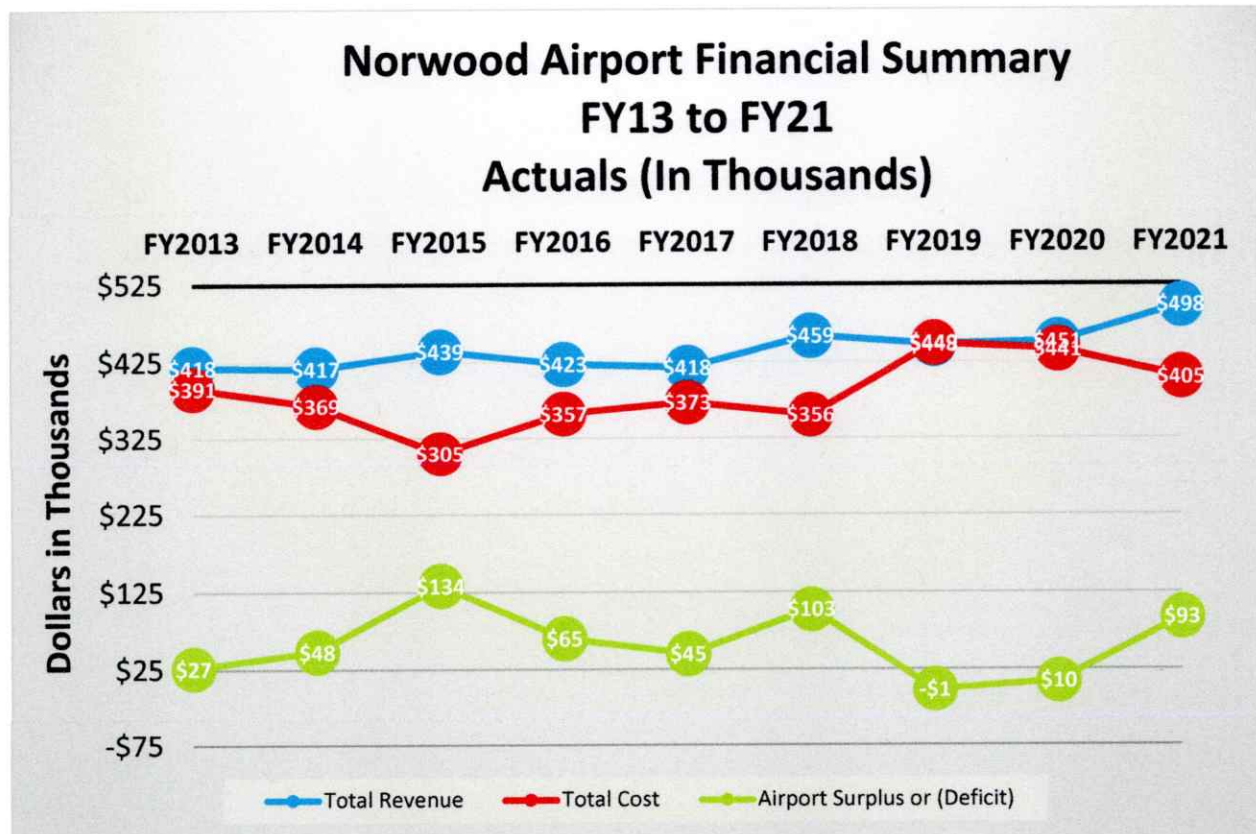
size of the planned capital projects. A list of projects for the Airport's Capital Improvement Plan is included in the Attachments at the end of this report.

Analysis – Actuals

In FY21, profitability from Airport operations improved over FY20. In FY20, the net surplus from operations was \$10,072. In FY21, the net surplus was \$92,540. Significant increases in revenue from short- and long-term leases including a recently completed new hangar near the Welch Building contributed to the Airport's FY21 profitability.

On the expense side, although this winter's long duration storms caused an uptick in snow and ice removal expenses, the airport management is now located in the town-owned Welch Building. This has eliminated the expenses associated with renting office space for airport management.

The chart below demonstrates the improvement in revenue performance due to these revenue streams.



Analysis - Revised

The "revised" summary allows for smoothing out those expense and revenue lines that significantly vary year to year such as snow and ice removal, capital improvement/matching grants and FEMA reimbursements. In general, these items also tend to be under less control by airport management (e.g., severe weather events, variation in the size of airport capital projects).

During this 9-year period, the average expense for snow and ice removal was \$44,194. For the revised analysis, this average was applied to each of the nine (9) Fiscal Year lines for snow and ice removal. For capital expenses/matching grants, the average expense over the 9-year period is \$26,483. This average was also applied to each of the 9 Fiscal Year lines for capital/matching grants.

For revenue, during the 9-year period, the average FEMA reimbursement is \$5,036. This average was applied to the FEMA line for each Fiscal year.



This analysis shows a steadier correlation between revenues and expenses and a significant uptick in revenue due to short- and long-term leases.

Other Costs

Other costs that are accounted for in other lines of the budget. These include items in the shared budget such as health insurance, liability insurance, retirement contributions as well as expenses for town services provided to the airport (e.g., accounting and payroll, human resources, information technology). Legal costs are budgeted in the overall general government budget as well.

The airport does not operate as an enterprise fund entity. Due to the difficulty of assigning a direct cost of these items to the airport, the report focuses on only those revenue and expense items that are formally booked for airport operations.

Costs for Airport legal support and litigation are captured in the town's shared budget, not in the airport operating budget. This is the case for all departments which have need for legal support. The report acknowledges that the last several years have seen a significant amount of litigation which is a cost to the Town. However, I chose not to include these costs in the analysis. The rationale for this is that this report focuses on the expense and revenue trends for airport operations over an extended period. Under a more normal business environment, litigation costs would not be an ongoing part of airport operations and historically, they have not been. While litigation costs have been incurred over the past several years, I am hopeful that that in time, they will decrease as issues are resolved allowing the airport to focus entirely on enhancing its ability to operate a public use airport.

Economic Impact

The most recent economic impact study ("*Aeronautics Economic Impact Study*") conducted by Mass DOT was issued in 2019. The report can be accessed using this link:

<https://www.mass.gov/doc/aeronautics-economic-impact-study-2019/download>

Norwood is one of thirty airports classified as "general aviation airports." Norwood's rankings in economic activity are summarized below:

Category*	Total	Norwood Rank
Employment:	467	2 nd of 30
Total Payroll:	\$19,854,000	2 nd of 30
Output:	\$59,266,000	3 rd of 30

*Total impacts include all on-airport business and government agency, capital improvement projects, visitor, and multiplier impacts

Concluding Notes

I would like to thank Russ Maguire, Airport Manager and Airport Commission Chair, Mark Ryan for providing input for the FY21 report on airport operations. I would also like to thank Meg LaMay, Director of Finance and Accounting and her staff for supplying the expense and revenue detail used to produce this year's report.

Over the past several years, the report has noted that as building activity increased at the airport, Norwood would begin to see enhanced revenue streams from the leases negotiated with aviation operators. The highlight of this year's report is that we are now seeing the benefit of those leases not only to Norwood's revenue streams but also from the economic impact generated by the airport.

**Submitted to the Norwood Finance Commission
By Robert Donnelly, Finance Commission Chair
December 2021**

Attachments

Norwood Memorial Airport – History of Revenues and Expenses FY13 – FY21

Airport 5-Year Capital Improvement Plan

Revenue		FY2013		FY2014		FY2015		FY2016		FY2017		FY2018		FY2019		FY2020		FY2021		AMT		% Change	
	Actual		Actual		Actual		Actual		Actual		Actual		Actual		Actual		Actual		Actual	Change	Change		
Direct																							
004827248-433200	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ 23,416	5.2%	\$ 35,885	8.0%	\$ 27,352	5.5%	(8,533)	-23.8%	
004527248-436300	75,514	18.0%	84,379	20.2%	99,277	22.6%	83,413	19.7%	91,478	21.9%	91,423	19.9%	89,307	20.0%	89,307	17.4%	78,393	17.4%	96,863	19.5%	18,470	23.6%	
004827248-436500	95,840	22.9%	105,172	25.2%	96,075	21.9%	104,907	24.8%	118,102	28.3%	109,392	23.8%	111,295	24.9%	111,295	24.9%	127,529	28.3%	169,110	34.0%	41,581	32.6%	
004827248-436600	34,273	8.2%	33,988	8.2%	30,651	7.3%	30,651	7.3%	32,525	7.8%	36,015	7.9%	35,645	8.0%	30,405	6.7%	30,405	6.7%	32,760	6.6%	2,355	7.7%	
004827248-436700	A/E, Leases		27,374	6.2%	18,755	4.3%	18,721	4.3%	22,244	5.3%	23,057	5.0%	15,139	3.4%	15,139	3.4%	3,500	0.8%	(3,500)	-100.0%	(3,500)	-100.0%	
004827248-449100	Security Downs		8,400	2.0%	7,000	1.7%	6,500	1.5%	9,200	2.2%	6,270	1.5%	10,865	2.4%	6,590	1.6%	4,700	1.0%	6,700	1.3%	2,000	42.6%	
004827248-454100	Misc Revenues		574	0.1%	938	0.2%	306	0.1%	717	0.2%	781	0.2%	1,059	0.3%	843	0.2%	360	0.1%	3,049	0.6%	2,689	746.9%	
00482600-454300	Jet Fuel Tax		84,181	20.1%	62,178	14.9%	65,862	15.0%	56,360	13.8%	17,822	4.3%	35,534	7.8%	47,218	9.3%	36,185	8.0%	20,880	4.2%	(15,768)	-42.3%	
Total Direct	324,055	77.5%	317,144	76.1%	314,129	71.5%	303,531	71.8%	289,252	69.2%	308,085	67.2%	324,313	72.5%	316,957	70.3%	316,957	70.3%	356,643	71.6%	39,686	12.5%	
Indirect																							
N/A	FEMA Reimbursement	0.0%		0.0%	22,519	5.1%		0.0%		0.0%	22,806	5.0%		0.0%		0.0%	124,041	27.5%	127,687	25.6%	3,646	2.9%	
00145179-419400	PILOT - Property Taxes	0.0%	85,398	20.6%	92,933	22.3%	96,948	22.1%	105,851	25.1%	109,508	26.2%	110,585	24.1%	111,076	24.8%	12,205	2.7%	13,499	2.7%	3,421	33.9%	
00145179-419400	PILOT - Excise Taxes	0.0%	8,940	2.1%	6,938	1.7%	5,462	1.2%	13,188	3.1%	19,241	4.6%	17,400	3.8%	12,205	2.7%	10,078	2.2%	13,499	2.7%	3,421	33.9%	
Total Indirect	94,338	22.5%	99,871	23.9%	124,929	28.5%	119,039	28.2%	128,749	30.8%	150,691	32.8%	123,281	27.5%	134,119	29.7%	134,119	29.7%	141,186	28.4%	7,067	5.3%	
Total Revenue	418,393	100.0%	417,015	100.0%	439,058	100.0%	422,558	100.0%	418,001	100.0%	458,776	100.0%	447,594	100.0%	451,076	100.0%	497,823	100.0%	466,753	100.0%	46,753	10.4%	
Expenses																							
014821-511000	Manager	21.9%	87,307	23.7%	89,053	29.2%	91,257	25.5%	93,561	25.1%	95,900	26.9%	102,929	22.9%	106,024	24.0%	108,914	26.9%	108,914	26.9%	2,890	2.7%	
014821-511600	Asst. Manager	17.3%	69,108	18.8%	70,480	23.1%	72,236	20.2%	74,058	19.9%	76,232	21.4%	77,924	17.4%	80,641	18.3%	82,763	20.4%	82,763	20.4%	2,122	2.6%	
014821-511700	Part Time	0.4%	1,271	0.3%		0.0%		0.0%		0.0%	1,420	0.4%	1,560	0.3%	1,440	0.3%	1,960	0.5%	1,960	0.5%	520	36.1%	
014821-513100	Overtime	1.5%	6,041	1.4%	4,995	1.4%	4,938	1.6%	7,464	2.1%	6,580	1.8%	11,716	2.6%	4,222	1.0%	6,611	1.6%	6,611	1.6%	2,388	56.6%	
014821-514100	Longevity	0.3%	1,000	0.3%	1,000	0.4%	1,200	0.4%	1,500	0.4%	1,500	0.4%	1,700	0.4%	1,700	0.4%	1,700	0.4%	1,700	0.4%		0.0%	
	Total Salaries	41.4%	161,889	44.4%	163,681	54.3%	170,957	47.8%	177,003	47.5%	181,631	51.0%	195,829	43.6%	194,027	44.0%	201,948	49.8%	201,948	49.8%	7,921	4.1%	
OPERATIONS																							
014822-521000	Util & Equip	3.5%	13,871	4.1%	10,880	3.6%	12,121	3.4%	11,447	3.1%	17,535	4.9%	13,556	3.0%	25,851	5.9%	33,950	8.4%	30,532	9.6%	3,032	380.9%	
014822-524100	Veh & Ground Equip	1.8%	7,051	8.052	21,084	6.9%	9,886	2.8%	7,131	1.9%	6,052	1.7%	5,942	1.3%	8,121	1.8%	39,053	9.6%	30,976	9.6%	(32,976)	-62.0%	
014822-524200	Facility	15.4%	60,196	18.06%	49,382	4.2%	54,915	15.4%	42,778	11.3%	25,534	7.2%	25,806	5.7%	53,043	12.0%	20,167	5.0%	20,167	5.0%	(32,976)	-62.0%	
014822-527300	Vegetation Mgmt.	3.2%	12,365	24.620	3,000	3.6%	23,855	6.7%	11,305	3.0%	30,055	8.4%	9,725	2.2%	18,509	4.2%	15,369	3.8%	15,369	3.8%	(13,240)	-79.0%	
014822-527300	Rent/Utilities	5.3%	20,644	20.644	20,644	6.8%	20,903	5.8%	23,659	6.3%	24,647	6.9%	25,602	5.7%	14,133	3.2%	2,893	0.7%	64,233	15.6%	31,913	96.7%	
014822-529400	Snow and Ice	0.0%		0.0%		0.0%	31,223	8.7%	45,740	12.3%	31,290	8.8%	49,663	11.1%	32,320	7.3%	2,893	0.7%	64,233	15.6%	31,913	96.7%	
014822-530710	Security	1.2%	4,732	4.566	8,754	2.4%	8,754	2.4%	2,841	0.8%	4,906	1.4%	7,664	1.7%	1,500	0.3%	2,851	0.7%	1,351	90.1%	(3,000)	-27.3%	
014822-530900	Eng Studies	0.6%	2,500	2.700	3,000	1.0%	7,619	2.0%	3,610	1.0%	3,610	1.0%	6,05	0.1%	6,05	0.1%	6,05	0.1%	65	0.2%	(540)	-89.3%	
014822-534200	Communications	0.7%	2,864	3.160	2,803	0.9%	3,107	0.9%	3,107	0.9%	2,868	0.6%	8,899	2.5%	13,279	3.0%	8,266	1.9%	5,379	1.3%	(2,887)	-34.9%	
014822-542100	Incidentals	1.9%	7,394	9.468	15,749	5.2%	7,636	2.1%	14,696	3.9%	8,899	2.5%	4,535	1.0%	650	0.1%	798	0.2%	798	0.2%	148	22.8%	
014822-573300	Professional Devl	0.0%		0.0%	275	0.1%	1,070	0.3%	1,109	0.3%		0.0%		0.0%		0.0%	6,420	1.6%		1.6%	(2,471)	-27.8%	
014822-578200	Miscellaneous	0.0%	61,905	51,370	30,000	9.8%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%			
	Snow Removal	15.8%	1,029	0.3%	199	0.1%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%			
	Advertising	0.0%	1,379	0.4%		0.0%	190	0.1%	443	0.1%	592	0.2%	3,545	0.8%		0.0%		0.0%		0.0%			
014822-571100	Travel Allowance	0.0%	169	0.0%	780	0.3%	1,358	0.4%	980	0.3%	250	0.1%	576	0.1%		0.0%		0.0%		0.0%			
	Steno	0.1%	491	1.1%	3,871	0.3%	6,317	1.8%	4,617	1.2%	3,209	0.9%	3,186	0.7%		0.0%		0.0%		0.0%			
	Repairs	1.2%	500	0.1%	1,040	0.3%		0.0%	520	0.1%		0.0%		0.0%		0.0%		0.0%		0.0%			
	Noise Education	0.0%																					
	Total Operations	51.0%	199,748	44.6%	164,554	44.1%	181,335	50.7%	177,738	47.7%	159,062	44.7%	166,736	37.1%	182,889	41.5%	199,177	49.1%	16,288	8.9%			
CAPITAL COSTS																							
014826-586000	Capital Repairs														4,951	1.1%	4,165	1.0%		1.0%	(786)	-15.9%	
014826-589500	Matching Grants														59,137	13.4%	-	0.0%		0.0%	(59,137)	-100.0%	
	Total Capital														64,088	14.5%	4,165	1.0%		1.0%	(59,923)	-93.5%	
MATCHING GRANT COST																							
014826-589500	Airport Construc - Matching Grant	7.6%	29,796	10.9%	40,323	1.6%	5,105	1.4%	17,932	4.8%	15,338	4.3%	29,533	6.6%	0.0%	0.0%		0.0%		0.0%			
014826-589500	Airport - SRE Building Completion	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	24,231	5.4%	0.0%	0.0%		0.0%		0.0%			
014826-589500	Airport - Taxiway Alpha Constr	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	32,724	7.3%	0.0%	0.0%		0.0%		0.0%			
014826-589500		7.6%	29,796	10.9%	40,323	1.6%	5,105	1.4%	17,932	4.8%	15,338	4.3%	86,488	19.3%	0.0%	0.0%		0.0%		0.0%			
TOTAL COST	393,433	100.0%	368,558	100.0%	306,335	100.0%	357,397	100.0%	372,673	100.0%	356,031	100.0%	449,053	100.0%	441,004	100.0%	405,290	100.0%	(35,714)	-8.1%			
Airport Surplus or (Deficit)	\$ 26,960	6.5%	\$ 48,457	13.1%	\$ 133,723	43.8%	\$ 65,161	18.2%	\$ 45,328	12.2%	\$ 102,745	28.9%	\$ (1,459)	-0.3%	\$ 10,072	2.3%	\$ 92,540	22.8%	\$ 82,468	818.8%			

DATE: August 2021

5- YEAR CAPITAL IMPROVEMENT PLAN

AIRPORT: Norwood Memorial Airport

CONTACT: Mark Ryan, Chairman; Russ Maguire, Airport Manager

PROJECTS	TOTAL PROJECT COST	AIP FUNDING	NPE FUNDING	DISCRETIONARY FUNDING	STATE FUNDING	LOCAL FUNDING	FFY	PROJECT COMMENTS
1 Complete Public Viewing Area	\$ 247,500							
2 Reconstruct RW 10/28 (4,000' x 75') - PCI 47	\$ 4,600,000.00	\$4,140,000			\$198,000	\$49,500	2022	ASMP
3 TW C Realignment (1665' x 35') / TW F Recon. (160' x 35') - PCI 96 / Wetland Mitigation Area	\$ 4,500,000.00	\$4,050,000	\$150,000	\$3,900,000	\$230,000	\$230,000	2022	
4 TW C Realignment Offsite Stormwater Mitigation	\$ 600,000.00	\$540,000		\$540,000	\$30,000	\$30,000	2022	
5 Security Camera Expansion	\$ 90,000.00				\$72,000	\$18,000	2022	ASMP
6 Av Easement Acquisition (RW 28 & RW 17 ends)	\$ 500,000.00	\$450,000	\$150,000	\$300,000	\$25,000	\$25,000	2023	
7 RW 17-35 Reconst/Extension Design/Permitting	\$ 333,333.00	\$300,000	\$300,000	\$0	\$16,667	\$16,667	2025	
8 Reconstruct RW 17-35 (4000' x 100') - PCI 66	\$ 5,900,000.00	\$5,310,000	\$150,000	\$5,160,000	\$295,000	\$295,000	2026	
9 Pave RW 17/35 Safety Areas	\$ 2,700,000.00	\$2,430,000		\$2,430,000	\$135,000	\$135,000	2026	
10 Perimeter Fence Installation Phase 1	\$ 1,100,000.00	\$980,000	\$150,000	\$840,000	\$55,000	\$55,000	2027	
11 Perimeter Fence Installation Phase 2	\$ 1,100,000.00	\$990,000	\$150,000	\$840,000	\$55,000	\$55,000	2028	
12 Lease buyback 1100' strip (1100' x 300')	\$ 2,500,000.00	\$2,250,000	\$150,000	\$2,100,000	\$125,000	\$125,000	2029	
13 Acquire Land for RW 10 RPZ (4 acres)	\$ 3,000,000.00	\$2,700,000	\$150,000	\$2,550,000	\$150,000	\$150,000	2030	
14 Taxi Lane South Helipad	\$ 1,075,000.00	\$967,500	\$150,000	\$817,500	\$53,750	\$53,750	2031	
15 RW 17 Holding Pad Reconstruction - PCI 60	\$ 1,090,000.00	\$981,000	\$150,000	\$831,000	\$54,500	\$54,500	2032	
16 Noise Study	\$ 150,000.00	\$135,000	\$135,000	\$0	\$7,500	\$7,500	2033	

January 2022 Financial Report

— Revised —

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2022 YTD	FY 2021	FLN FBO ¹ THIS PERIOD	BEH FBO ² THIS PERIOD
Land Leases	\$18,065.42	\$144,457.94	\$265,972.23	\$14,146.56	\$0
Fuel Flowage Fees	\$3,429.79	\$31,040.45	\$32,760.42	\$3,429.79	\$0
Aircraft Tie-Down Leases	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$800	\$4,500.00	\$6,200	\$0	\$0
Revolving – Insurance Recovery	\$0	\$0	\$2,718.90	\$0	\$0
General ³	\$0	\$300.00	\$0	\$0	\$0
Landing Fees	\$13,008.00	\$29,564.00 ⁴	\$27,352.00	\$13,008.00	\$0
TOTAL	\$35,303.21	\$209,862.39	\$335,003.55	\$30,584.35	\$0

¹ *Flight Level Norwood, LLC*

² *Boston Executive Helicopters, LLC*

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

⁴ \$11,388 subtracted from original January 2022 financial report. These monies were FY 2021 4th qtr. receipts.

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 2/8/22—3/21/22

— Major Projects/Issues—

Snow Removal/Airport Closures

During this period, airport management participated in snow removal operations on 2/14, 2/25, and 2/26. These operations 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.

Capital Improvement Plan, Revision

On 3/9, the Airport Manager (AM) and Jeff Adler of *DuBois & King*, met with officials from FAA and MassDOT to discuss local share financing scheduled for the re-alignment and construction of taxiway C grant project. This work is programmed for this construction season as part of the airport's capital improvement plan.

MassDOT Crack-Seal/Markings Project

MassDOT/Aeronautics has included the Norwood Airport as an alternate bid on a comprehensive statewide contract for crack-sealing and new markings. At present, the scope of work includes runway 17-35 and its connecting taxiways, the gate 2, gate 3 and north/south taxi-lanes.

Monthly Revenues

For the month of February, one deposit was posted to the Treasurer's office. This totaled \$24,779.88 in payments (see *Attachment A*).

Monthly Fuel Flowage

For the month of January, *Flight Level's* bills of lading for fuel totaled 28,778 gallons. At \$.07/gallon, the Town received \$2,014.46 in flowage fees. (*Attachment A*).

— Informational Updates —

2021 Annual Report

During this period, the AM wrote and submitted the department's 2021 annual report (attached separately).

Fin Com Reporting

On 1/13, the AM had attended a Finance Commission meeting to answer questions and to assist with Chairman Donnelly's report on the airport's financials from FY 2013 through FY 2021 (attached separately).

Air Traffic Counts

For the Norwood Airport's February 2022 air traffic reports, see *Attachments B-C*. See *Attachment D* for a seven-year look at Norwood's air traffic count in the month of February.

February 2022 Financial Report

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2022 YTD	FY 2021	FLN FBO ¹ THIS PERIOD	BEH FBO ² THIS PERIOD
Land Leases	\$22,065.42	\$166,523.36	\$265,972.23	\$14,146.56	\$0
Fuel Flowage Fees	\$2,014.46	\$33,054.91	\$32,760.42	\$3,429.79	\$0
Aircraft Tie-Down Leases	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$700	\$5,200.00	\$6,200	\$0	\$0
Revolving – Insurance Recovery	\$0	\$0	\$2,718.90	\$0	\$0
General ³	\$0	\$300.00	\$0	\$0	\$0
Landing Fees	\$0	\$29,564.00	\$38,740.00	\$13,008.00	\$0
TOTAL	\$24,779.88	\$234,642.27	\$346,391.55	\$30,584.35	\$0

¹ Flight Level Norwood, LLC

² Boston Executive Helicopters, LLC

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



FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood		Location: Norwood, MA		Mo.		Yr.		Location Ident.	
Airport Operations Count		Facility Operating Hours		O	2	2	2	O	W
ITINERANT		LOCAL		1		3		O	
IFR		VFR		Civil		Military		Total Airport Operations	
Day	AC	AT	GA	MI	Total IFR Inherent Ops	Total VFR Inherent Ops	Total Local Ops		
01		5	9		14	80	124	124	218
02		2	11		13	21	4	4	38
03		3	7		10	11	14	14	35
04									
05			1		1	30	2	2	33
06			3		3	33	26	26	62
07		6	3		9	1			10
08		4	2		6	14	10	10	30
09		2	18		20	134	200	200	354
10		6	5		11	63	122	122	196
11		3	13	2	18	100	152	152	270
12		2	9		11	120	146	146	277
13		2	6		8				8
14			6		6	40			46
15		1	15		16	102	52	52	170
16		2	14		16	64	60	60	140
17		2	4		6	22	6	6	34
18		4	11		15	19			34
19			11		11	37	74	74	122
20		3	18		21	126	174	174	321
21		1	15		16	137	208	208	361
22		2	1		3	5	10	10	18
23		1	13		14	53	56	56	123
24		3	19		22	124	132	132	278
25									
26			7		7	60	34	34	101
27		2	11		13	60	108	108	181
28		4	9		13	88	102	102	203
29									
30									
31									
Total	60	241	2	2	303	1544	1816	1816	3663

SYMBOLOLOGY

AC =	Air carrier-type aircraft (e.g., Delta, United)
AT =	On-demand aircraft that use three-letter ID at beginning of call sign
GA =	General aviation FAR Part 91 aircraft using 'N' at beginning of call sign
MI =	Military



FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 2

Yr.

2 | 2

Loc Ident.

0 | W | D

OVERFLIGHT COUNT

IFR OVERFLIGHTS						VFR OVERFLIGHTS						Total Overflights
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01								16		16	16	
02								8		8	8	
03												
04												
05								6		6	6	
06								8		8	8	
07								4		4	4	
08							2			2	2	
09								8	2	10	10	
10							6	2		8	8	
11							4	6		10	10	
12								4		4	4	
13												
14								8		8	8	
15								10		10	10	
16							4	4		8	8	
17								2		2	2	
18								2		2	2	
19								4		4	4	
20								10		10	10	
21								26		26	26	
22								2		2	2	
23								4	2	6	6	
24							2	18	2	22	22	
25												
26								6		6	6	
27								14		14	14	
28							2	4		6	6	
29												
30												
31												
Total							20	176	6	202	202	

MONTHLY TOTAL, AIR TRAFFIC COUNTS (2016-2022)

February

2016	2017	2018	2019	2020	2021	2022
2,927	3,676	4,018	3,493	4,217	3,913	3,865