



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

NORWOOD AIRPORT COMMISSION

POSTING

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

DATE: Wednesday, February 9, 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

2022 FEB - 7 P 12:53
TOWN OF NORWOOD
RECEIVED

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

MEETING AGENDA

1. PROJECTS

- AIP project update: *DuBois & King*

2. MINUTES

- 1-12-22 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- Federal Aviation Regulation Part 13 complaint, Oulton Hues
- Engineering contract: environmental assessment (phase II) for the taxiway C re-location and runway 17-35 paved safety areas
- Closeout: environmental assessment, phase I, for taxiway C re-location and runway 17-35 paved safety areas
- Project completion: environmental assessment, phase I, letter to FAA

6. 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 17-35 paved safety areas)
- 2-9-22 draft letter to M. Ricci, of FAA, re: project completion for AIP 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

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 an Open Meeting Law complaint against the Norwood Airport Commission from Christopher Donovan, Sr.
- 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 Oulton Hues; 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

- 1-12-22 executive session minutes

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING**

DRAFT ONLY

January 12, 2022

In Attendance:

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

Also Present: Mina Makarious (via phone)

Meeting Called to Order: 4:01 PM

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

PROJECTS

- AIP Project update, DuBois & King, Russ Maguire

Mr. Maguire updated the Commission on the projects in the absence of Jeff Adler and Mark Goodrich

Runway 1028 obstruction removal is scheduled for late January. Taxiway D construction is planned for the spring. Runway 1028, Taxiway C preliminary plans to be submitted to FAA, MassDOT, Airport Commission on January 14th, ahead of schedule. Bidding is scheduled for March. Environmental Assessment Phase II project had a virtual public meeting on December 20th. Waiting now on final comments from MassDEP.

MINUTES

- 12/16/21 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. Mr. Maguire

discussed how busy the airport has been; activity continues to increase each month.

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

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 4:16 p.m.

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

MEETING ADJOURNED: 4:31 PM

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
ENVIRONMENTAL ASSESSMENT PHASE II
FOR TAXIWAY C REOCATION AND RW 17-35 PAVED
SAFETY AREAS**

AIP NO. 3-25-0037-XXX-2021

AT THE

NORWOOD
MEMORIAL AIRPORT
NORWOOD, MA

APRIL 2021

Prepared By:
DuBOIS & KING, INC.
15 Constitution Drive, Suite 1L
Bedford, NH 03110

**NORWOOD MEMORIAL AIRPORT
NORWOOD, MA**

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Exhibit D - Engineering Fee Summary and Labor-hour Spreadsheets

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE FOLLOWING:
ENVIRONMENTAL ASSESSMENT PHASE II FOR TAXIWAY C RELOCATION AND
RW 7-35 PAVES SAFETY AREAS**

AIP NO. 3-25-0037-XXX-2021

**AT THE
NORWOOD MEMORIAL AIRPORT
NORWOOD, MASSACHUSETTS**

THIS AGREEMENT entered into this ____ day of _____ April 2021 by and between the Town of Norwood, acting through its Airport Commission, hereinafter referred to as the Owner, and the firm of DuBois & King, Inc., 15 Constitution Drive, Suite 1L, Bedford NH, referred to as the Engineer, for design, administrative services, and permitting in connection with improvements to the Norwood Memorial Airport as hereinafter specified:

WITNESSETH THAT:

WHEREAS, the Owner proposed relocation of Taxiway ‘C’ to prevent a direct connection from an apron to a runway and the proposed paving of the Runway 17-35 safety areas.

The Taxiway C and RSA paving project commenced project design and planning in 2020. This Phase 1 of the project included work under Massachusetts Environmental Policy Act (“MEPA”), National Environmental Policy Act (“NEPA”), and consultation with state agencies such as MassDEP. This second permitting phase, i.e. Phase 2, will include permitting under Norwood Wetlands Bylaw, MA Wetlands Protection Act (“WPA”), MA Endangered Species Act (“MESA”) and Section 401 and 404 of the Clean Water Act.

For the relocation of the existing wildlife fence to more accessible areas of the Airport for maintenance purposes, both planning documents under MEPA and NEPA are included in this scope as well as permitting under the Bylaw, WPA and Clean Water Act.

Additional hours are also included for post-construction monitoring for years 3 through 5 of the Taxiway A realignment wetland replication area as required by the existing Variance Order of Conditions.

WHEREAS, the Owner desires professional engineering services in connection with the aforesaid improvements to be designed in compliance with the regulations of the Federal Aviation Administration (FAA), and the Massachusetts Department of Transportation - Aeronautics Division (MassDOT) hereinafter referred to as the State Aeronautics Division; and;

NOW THEREFORE, the Engineer for the fees and reimbursements estimated to total \$ 379,389.00 for this project and not to be exceeded unless a supplemental agreement is executed by both parties to the Agreement with approval by the participating Agencies named above, agrees to furnish professional engineering services to the Owner in accordance with the

following Articles:

ARTICLE A - DATA COLLECTION

The Engineer or approved Subcontractor agrees to furnish and perform professional services as follows:

1. Assist the Norwood Airport Commission (herein referred to as "Owner") in defining the project scope and preparing a project budget.
2. Arrange, attend, and conduct a Pre-Design Conference with the Owner, the Federal Aviation Administration (FAA) and Massachusetts Department of Transportation - Aeronautics Division (MassDOT) and prepare a memorandum of the meeting.
3. Determine the limits of survey for the fence within wetland resource areas, establish horizontal and vertical control, and collect wetland flagging for the area.
4. Reduce the field survey, plot notes, add wetland flagging and prepare an existing conditions base plan to be utilized for preliminary permitting plans.

ARTICLE B - DESIGN (The intent of the preliminary plans is design suitable for permitting only)

The Engineer or approved Subcontractor agrees to furnish and perform professional services as follows:

1. Prepare plans showing proposed areas of impact to habitat with impact areas quantified.
2. Prepare a preliminary horizontal layout plan for TW C Relocation.
3. Prepare a preliminary horizontal layout plan for RW 17-35 safety areas.
4. Prepare preliminary grading and drainage plan including erosion control measures for TW C Relocation.
5. Prepare preliminary grading and drainage plan including erosion control measures for RW 17-35 safety areas.
6. Prepare preliminary grading and drainage plan including erosion control measures for existing TW C removal.
7. Perform preliminary storm drainage calculations and prepare a storm drainage report for TW C Relocation.
8. Perform preliminary storm drainage calculations and prepare a storm drainage report for RW 17-35 safety areas.
9. Prepare preliminary storm drainage and erosion control details.
10. Prepare preliminary vertical layout plan including profiles for TW C Relocation.
11. Prepare preliminary vertical layout plan including profiles for RW 17-35 safety areas.
12. Develop TW A Relocation cross sections.
13. Develop RW 17-35 safety areas cross sections.
14. Perform a detailed quality assurance / quality control of the preliminary design plans.
15. Prepare preliminary wetland mitigation plan.

16. Prepare preliminary grading and drainage plan including erosion control measures for wetland mitigation area. Plans of multiple areas may likely be required.
17. Prepare preliminary quantity take-off and estimate.
18. Prepare stormwater management report that complies with MassDEP's stormwater regulations including a long term operations and maintenance plan.
19. Produce preliminary design drawings for submission to FAA, MassDOT and the Owner for preliminary review and comment. These plans will be used for permitting.
20. Attend a preliminary design review meeting.
21. Participate in conference calls during preparation of permit submissions (10 calls budgeted)

ARTICLE C – PERMITTING

The Engineer or approved Subcontractor agrees to furnish and perform professional services as follows:

Task 1: Notice of Intent

The proposed project cannot be designed to meet Wetlands Protection Act's regulatory performance standards for impacts to bordering vegetated wetland (BVW) of greater than 5,000 s.f. and for "destroying or otherwise impairing" BVW located in an Area of Critical Environmental Concern (ACEC). See 310 CMR 10.55. The proposed work therefore requires a Variance from the Commissioner of MassDEP. The procedure for requesting a Variance includes first submitting a Notice of Intent (NOI) to the Norwood Conservation Commission. Under the Wetlands Protection Act regulations, the Commission would be required to deny the proposed project in its Order of Conditions (the "Order"). The Airport would then request a Superseding Order from the MassDEP Southeast Regional Office (SERO). SERO would also be required to deny the proposed project in its Superseding Order. The Airport would then request that the MassDEP Commissioner in Boston issue a Variance. It will be requested that the MassDEP consolidate the Variance NOI and Water Quality Certification into a single filing (see Task 2).

In addition to implementing the state Wetlands Protection Act, the Norwood Conservation Commission also implements a Wetlands Protection Bylaw. It is anticipated that a separate NOI will not be necessary under the Bylaw and the supplemental information required by the Bylaw can be incorporated into the NOI prepared under the state Wetlands Protection Act. It is anticipated that the Commission will also consolidate the public hearings under the Bylaw and Act. Separate Orders of Conditions will be requested as part of the submittal; one Order under the Bylaw and one Order under the Act. Based upon the Bylaw, an Order of Conditions approving the Project can be issued.

Our scope includes time to attend one (1) pre-filing meeting with the Conservation Commission Agent and two (2) public hearings with the Conservation Commission. Additional meetings and hearings are not included herein.

We will obtain a current abutters list and notify abutters within 100-feet of the subject parcel(s) where work is proposed of the date and time of the public hearings in accordance with the WPA

and Bylaw regulations. We will also prepare the public notice in consultation with the Conservation Commission staff and submit it to the local newspaper.

We will review the Order of Conditions issued by the Conservation Commission during the 10-business day appeal period, and we will provide the Client with any comments or input regarding special conditions imposed by the Order.

This proposal assumes the Norwood Memorial Airport is exempt from local and state filing fees and such monies are not included in our budget, nor are 3rd party peer review fees.

Task 2: Superseding Order of Conditions and Water Quality Certificate/Variance Order of Conditions Request

Following the issuance of the denial of the request for an Order of Conditions by the Norwood Conservation Commission, we will file a request for a Superseding Order of Conditions with MassDEP SERO. The Superseding Order request will be submitted to MassDEP within ten days of the issuance of the denial of the Order of Conditions. The wetlands regulations require that SERO also deny the proposed project in its Superseding Order.

Following issuance of the Superseding Order denying the project, we will prepare a request for a Variance under the Act and submit it directly to the MassDEP Commissioner in Boston. Variances are granted by the MassDEP Commissioner rarely and under closely defined circumstances. As stated in the Massachusetts Wetlands regulations, the Commissioner may issue a Variance if, 1) there are no reasonable conditions or alternatives that would allow the project to proceed in compliance with the Wetlands Protection Act; 2) mitigating measures are proposed that will allow the project to be conditioned so as to contribute to the interests identified in the Wetlands Protection Act; and 3) the Variance is necessary to accommodate an overriding community, regional, state, or national public interest.

We will prepare the request for a Variance, including a description of alternatives evaluated and an explanation of why each is unreasonable, a description of mitigating measures proposed, and evidence of an overriding public interest. The Variance request will be submitted to MassDEP within ten days of the issuance of the Superseding Order. The Variance request will be filed with MassDEP in conjunction with the Water Quality Certification application described in Task 3.

We will prepare a total of 8 copies of the Variance

The Clean Water Act is a federal statute. Section 401 of the Clean Water Act is administered through state regulations (see 310 CMR 9.00) by MassDEP to ensure that projects comply with state surface water quality standards. A Water Quality Certificate (WQC) is necessary because the Project will result in the loss of greater than 5,000 s.f. of vegetated wetlands (see 314 CMR 9.04).

We will file a 401 WQC application with MassDEP that demonstrates compliance with the relevant performance standards at 314 CMR 9.06 (Criteria for Evaluation of Applications for Dredged or Fill Material). The application will be prepared in accordance with MassDEP's application checklist and will include the following information:

- Project purpose;
- Description of existing conditions;
- Description of impacts by resource category;
- Alternatives analysis describing avoidance and minimization measures to reduce impacts; and
- Description of proposed mitigation (if necessary).

We will prepare a public notice and submit it to the local newspapers. We will pay the legal advertisement fees and seek reimbursement through its normal invoicing schedule.

We will consult with MassDEP during the review of the application and coordinate with the project team regarding supplemental information or data that may be required.

The WQC will be filed in conjunction with the Variance request to MassDEP.

Task 3: Wetland Replication Plan

This task assumes that MassDEP and the Conservation Commission will agree to and in fact require approximately 1.6 acre of wetland replication to mitigate the approximately 0.8 acre of wetland fill associated with the relocation of Taxiway C portion of the project.

The proposed wetland replication plan would be used to demonstrate compliance under the Wetlands Bylaw, Wetlands Protection Act, and Clean Water Act; separate mitigation plans or proposals to address regulatory requirements for each respective agency are not included herein. We will prepare a wetland replication/ creation report in accordance with MassDEP's "Inland Wetland Replications Guideline" manual (March 2002) and the Corps' Regulatory Guidance. The report will include a functional analysis outlining the goals of the replication area and information on existing and proposed hydrology, vegetation and soils. We will prepare a detailed planting scheme and construction sequence identifying the species to be planted, density requirements, grading schemes, height requirements, monitoring protocols, soil conditions, hydrologic inputs, and construction sequencing for the replication site. This document will also address the daylighting of a portion of the perennial ditch that is currently beneath Taxiway C as part of the mitigation package.

To complete the design work of the replication area, D&K or the Airport will furnish a backhoe operator to prepare a series of test pits throughout the proposed wetland creation site, if feasible. The Airport will be responsible for meeting Dig Safe notification requirements. Prior to conducting the test pit work, project surveyors will stake out the limits of the wetland creation site. It is assumed that the test pit work will be conducted in upland and therefore will be exempt from filings under the Wetlands Protection Act, Wetlands Bylaw, and MESA.

We will assign a Certified Soil Scientist to oversee the test pit work, characterize existing soil texture and morphology, and identify the estimated depth to seasonal high groundwater based on redoximorphic features observed in the soil profile. We will also GPS-locate each test pit location.

We do not propose to install monitoring wells to collect supplemental groundwater data because ground water elevations have been established by existing wells located just to the south of the

proposed replication area and We has four years of existing data to guide the design. Post-construction, wells will likely be required by DEP for monitoring purposes.

To facilitate the design of the wetland replication area, existing conditions must be established. The proposed replication area and adjoining wetlands should be surveyed for one-foot contours by Project surveyors.

Task 4: Rare Species Permitting

The Massachusetts Endangered Species Act (MESA) is implemented by the Division of Fisheries and Wildlife -- Natural Heritage and Endangered Species Program (NHESP). MESA protects rare species and their habitats by prohibiting the "Take" of any plant or animal species listed as Endangered, Threatened, or of Special Concern by the Massachusetts Division of Fisheries & Wildlife.

As part of the implementation of MESA, NHESP is responsible for reviewing projects and providing and maintaining maps showing the locations of protected species habitat. Shown on these maps are two types of protected species habitat: Priority Habitat for State Protected Species ("PH") and Estimated Habitats for Rare Wildlife ("EH"). PH includes habitats for wetland and non-wetland wildlife and plant species. EH includes habitat for wetland dependent wildlife (animal) species only and is intended for use by both NHESP and local Conservation Commissions during the review of projects subject to the Wetlands Protection Act.

According to the current NHESP MassGIS mapping (2017), Priority Habitat (PH 1044) is in the project area, therefore, a MESA Project Review Checklist filing or Streamlined Review in parallel with the NOI will be required.

This proposal assumes that proposed work will not result in a "Take" of a state listed species (in this case Long's Bulrush (*Scirpus longii*)). A copy of the Notice of Intent will be submitted for streamlined review. We will coordinate with the NHESP during NHESP's review of the Checklist.

Task 5: Army Corps Pre-Construction Notification

Section 404 of the Clean Water Act (Section 404) authorizes the U.S. Army Corps of Engineers (the Corps) to issue permits, after notice and opportunity for public hearing, for the discharge of dredged or fill material into "waters of the United States." Activities associated with the project that are subject to Section 404 include those resulting in a "discharge of dredged or fill material" into jurisdictional wetlands and streams. The Project will result in the loss of approximately 37,150 square feet of waters of the U.S. (Wetlands and waterways).

The project will therefore a Pre-Construction Notification (PCN) under the Corps' General Permit (GP) for Massachusetts under GP 11 for Linear Transportation Projects. We will prepare a permit application that demonstrates compliance with the Corps' permitting checklist and includes an evaluation of the Corps/EPA Section 404(b) (1) Guidelines (the Guidelines) (see 40 CFR Part 230).

Under these Guidelines, the Corps will seek to have the applicant develop the “least environmentally damaging practical alternative.”

This task will also coordinate with the Corps on the requisite mitigation for impacts as the removal of Taxiway C will restore historically impacted wetlands. It is anticipated that the wetland replication area will only serve as partial mitigation for the Project and an in-lieu fee payment to be determined will also be required.

Task 6: MEPA Single Environmental Impact Report (EIR)

A Single EIR will be prepared and circulated in accordance with the scope outlined in the December 23, 2020 Certificate on the Notice of Project Change as issued by MEPA. The identified scope sections are described below.

Project Description

This section will include an up to date description of the project; summarize the MEPA history; describe any changes made to the project since the filing of the NPC; and summarize the permits required the regulatory programs the Project is subject to.

Wetlands/Rare Species

We will prepare this section based on information already collected. It will describe existing wetland conditions on site and describe how the project complies with the relevant performance standards under the Wetlands Protection Act, including those for a Request for a Variance Order of Conditions. It will provide details regarding the proposed wetland replication plan and compensatory flood storage. The draft mitigation plan (Task 3 above) will be included as an attachment. Additionally, it will provide a summary of coordination with NHESP with regards to rare species impacts, plant survey findings, and MESA coordination.

Stormwater Management

This section will need to discuss how stormwater at the site will be managed and how the Project will comply with the DEP's Stormwater Management Regulations. We will prepare this section to ensure that it is consistent with other parts of the document and responsive to the Scope contained in the Secretary's Certificate on the NPC.

Climate Change Adaptation/Resiliency Measures/GHG

The Certificate on the NPC included a scope requiring a discussion of the project's key risks and vulnerability to the impacts of climate change, including such things as increased number of high-heat days and more frequent and intense storms. This section will need to discuss the useful life of the Project, existing flood risk, the ways in which the Project seeks to minimize the threats posed by climate change including identifying risks and vulnerabilities. We will prepare this section based on input from the Airport. It will evaluate features such as solar panels, water conservation, energy conservation, floodwater mitigation, measures to infiltrate stormwater, etc.

Impacts during Construction and Operation

We will prepare this section which will include a discussion of construction period impacts, including traffic, air quality (particularly diesel emissions), noise, and waste management/minimization.

Proposed Section 61 Findings and Mitigation Summary

We will prepare this section which will summarize all proposed mitigation measures, present draft Section 61 Findings, and a table summarizing impacts, proposed mitigation measures and their responsible party, cost, and schedule for implementation.

Responses to Comments on the Expanded NPC

We will prepare this section with input from the Airport and FAA/MassDOT. The Secretary's Certificate and all letters received will be annotated to identify comments within the Scope of the Single EIR. Short responses to each comment will be prepared with direction to the corresponding section of the SEIR where more complete information is presented.

Wildlife Fence Planning and Permitting Tasks

For the purposes of this proposal, we assume the fence work can be completed predominantly by hand with construction equipment working up to, but not within, wetland resource areas. If necessary, work within wetland resource areas would occur in dry or frozen conditions using appropriately sized (i.e. ATV mounted) low ground pressure equipment (must be <3 psi) that will not disturb the ground surface. We further assume that if work does occur in resource areas said work can occur with minimal temporary alterations to Bordering Vegetated Wetlands and Riverfront Area (<5,000 s.f.) and will conform to applicable Wetlands Protection Act and Bylaw performance standards for other resource areas including but not limited to Riverfront Area and Bordering Land Subject to Flooding. We assume the work will not result in the permanent filling of more than *de minimus* fill associated with the fence posts, likely no more than 500 s.f. of any BVW (assumes each post is approximately 6-inches in diameter and up to 450 posts are necessary in BVW). If the existing fence will be removed, it shall also be completed also during the dry or frozen ground conditions.

While the Airport has previously delineated wetlands near the proposed fence, these lines have not been reviewed or approved by the Norwood Conservation Commission unless associated with the more recent Taxiway A re-alignment work or municipal hangar project (DEP File Nos. 251-0484 and 251-0485). These lines are valid through 2022 and 2021, respectively. Portions of the Airport are also mapped Priority Habitat under the Massachusetts Endangered Species Act ("MESA").

This project will require additional delineation work and the following submittals, each of which are described in further detail below:

- Environmental Notification Form under the Massachusetts Environmental Policy Act (“MEPA”) due to the Airport’s location within an Area of Critical Environmental Concern;
- Environmental Assessment (“EA”) submittal under the National Environmental Policy Act (“NEPA”);
- NOI filing with the local Conservation Commission;
- Streamlined NOI review with NHESP in accordance with MESA regulations (321 CMR 10.00); and
- Self-Verification Notification Form (“SVNF”) filing with the U.S. Army Corps of Engineers.

Task 7: Wetland Resource Area Delineation Work

Where there are gaps between the previously reviewed wetland lines and which are affected by work associated with the perimeter fence project, we have included one (1) days of flagging in this scope of work to conduct the additional wetland field work, as necessary. The wetland delineation work will be conducted in accordance with current state and federal regulations and guidance documents. We will assign two (2) wetland scientists to complete the field work proximate to the proposed fence line.

The boundaries of wetlands will be delineated in the field by tying brightly colored survey ribbons to woody vegetation or other relatively permanent vegetation. Where such vegetation is not available, wire “pin” flags will be used. Colored ribbons and/or wire flagging will be placed sufficiently close together to clearly identify wetland edges and to allow the Conservation Commission or work crews to see adjacent flags from each other. Flags will be labeled sequentially using numbers or alpha numeric identifiers. Wetland flags are to be survey-located by Project engineers for accuracy and planning purposes. A field sketch will be provided upon the completion of the delineation to Project engineers.

Field notes will be taken to document dominant plant species, soil conditions, and hydrologic conditions within each delineated wetland and a summary memorandum will be prepared suitable for inclusion in permitting documents.

Task 8: Environmental Notification Form

Based on our current understanding of the Project the following MEPA ENF thresholds will be triggered as part of the Airport’s actions due to work location within an Area of Critical Environmental Concern (Fowl Meadow and Ponkapoag Bog):

- 301 CMR 11.03(11) ACEC - Any project within a designated Area of Critical Environmental Concern (ACEC)

The Project is unlikely to trigger a mandatory EIR threshold.

The fence project may fall under regulatory guidelines for a Notice of Project Change (“NPC”) with MEPA and may not necessitate an entirely new submittal as a separate and complete project. We will prepare materials documenting the proposed impacts and discuss these with the MEPA office.

If required, we will prepare an ENF that conforms to 301 CMR 11.00. We will circulate the ENF in accordance with the MEPA regulations (up to 25 copies).

We have included time to attend one (1) pre-filing consultation meeting with the MEPA office and one (1) scoping session with the MEPA office at the project site.

Task 9: FAA National Environmental Policy Act Environmental Assessment

Review under NEPA (42 USC § 4321) is required for projects that involve federal agency actions and may have significant environmental impacts. Depending on the scope and potential impacts of a project, this review may be satisfied by the preparation of Categorical Exclusion documentation in the case of a relatively small project with minimal environmental impact, or by the preparation of an Environmental Assessment (“EA”) in the case of a mid-sized project or a project with moderate impacts, or by the preparation of an Environmental Impact Statement (“EIS”) in the case of large project or a project substantial environmental impact. The lead federal agency is responsible for determining which review process should be followed.

In this case, the Fence construction involve funding and approvals from the Federal Aviation Administration (“FAA”), so NEPA applies to it. We understand that the FAA has determined that an EA may be necessary for the Project. We will include information related to the wildlife fence in the EA currently being prepared for the Taxiway C and Runway Safety Area Project. This scope identifies the additional information and coordination necessary to document the fence construction impacts in accordance with FAA Order 5050.4B and Order 1050.1E Chg 1. We will include the following additional information relative to the wildlife fence:

- Proposed Action – This section of the EA will describe the proposed Airport Improvements identified in the Airport’s CIP.
- Purpose & Need – We will identify a purpose and need statement in support of the proposed Airport Improvements.
- Alternatives – This section is a key component of the NEPA review process to ensure that appropriate alternatives are analyzed and that environmental impacts are minimized to the extent feasible. We will develop a defensible alternatives analysis in support of the proposed action.
- Affected Environment – The Affected Environment section will essentially describe

existing conditions, land use cover types, wetlands, etc.

- Environmental Consequences – This section of the EA will describe the potential environmental impacts associated with the proposed action.
- Mitigation – We will work with the Airport to develop and appropriate and project specific set of mitigation measures that meet regulatory standards but do not substantially interfere with normal Airport operations.
- Appendices – as needed.

Task 10: Notice of Intent

We will prepare a NOI and request an Order of Conditions authorizing this work. The NOI will provide a general overview of the perimeter wildlife fence work and a more specific description of work proposed within jurisdictional areas. The NOI narrative will describe how the project has been designed to conform to applicable regulatory performance standards.

This proposal assumes that this work will not require a Variance work for fill associated with the fence posts within an ACEC – see 310 CMR 10.55(4)(e) which states: “*Any proposed work shall not destroy or otherwise impair any portion of a bordering Vegetated Wetland that is within an Area of Critical Environmental Concern...*” As part of the preparation for this submittal, we will consult with MassDEP Southeast Regional office and Conservation Commission staff to discuss the project and proposed impacts and mitigation measures. The application will need to demonstrate that the presumption of significance of the impacted BVW to the interests of 10.55(1) can be overcome in order to meet 310 CMR 10.55(4)(e)(1) which states that “*shall not apply if the presumption set forth at 310 CMR 10.55(3) is overcome.*”

We will develop a construction sequence, a description of proposed work and engineering controls to comply with state and federal regulations. We will develop a small replication area at a replacement ratio of 1:1 including grading and planting plans for the anticipated <500 s.f. impacts within BVW and information to demonstrate compliance with RFA and BLSF standards. The NOI will include the requisite MassDEP application forms, GIS figures, abutters list, affidavits and other supporting materials.

Our scope includes time to attend one (1) pre-filing meeting with the Conservation Commission Agent and two (2) public hearings with the Conservation Commission. Additional meetings and hearings are not included herein.

We will obtain a current abutters list and notify abutters within 100-feet of the subject parcel(s) where work is proposed of the date and time of the public hearings in accordance with the WPA and Bylaw regulations. We will also prepare the public notice in consultation with the Conservation Commission staff and submit it to the local newspaper.

We will review the Order of Conditions issued by the Conservation Commission during the 10-business day appeal period, and we will provide the Client with any comments or input regarding special conditions imposed by the Order.

This proposal assumes the Norwood Memorial Airport is exempt from local and state filing fees and such monies are not included in our budget, nor are 3rd party peer review fees.

Key Assumptions

- *This proposal assumes that temporary and permanent wetland impacts will be less than 5,000 square feet and the BVW replication area can be designed to meet the Norwood Conservation Commission's requirement of 1:1 replication ratio or that the Commission will accept the already constructed mitigation area.*
- *This proposal assumes that work associated with this task does not result in the discharge of any permanent wetlands fill exceeding 5,000 s.f. and will therefore not require separate permit filings with the MassDEP under Section 401 of the Clean Water Act.*

Task 11: U.S. Army Corps of Engineers SVN Filing

The Corps General Permit ("GP") for Massachusetts authorizes certain activities in "waters of the United States", including wetlands, under Section 404 of the U.S. Clean Water Act that have minimal individual and cumulative adverse effects on the aquatic environment within Massachusetts.

As noted above, for the purposes of this proposal we assume the proposed work to install the perimeter fence will result in less than 5,000 s.f. of temporary wetlands fill and, if necessary, can be authorized under the GP through the Corps SVN F review process. We will fill out this notification form and transmitting it to the Corps prior to the start of construction.

Task 12: Rare Species Permitting

The Massachusetts Endangered Species Act (MESA) is implemented by the Division of Fisheries and Wildlife -- Natural Heritage and Endangered Species Program (NHESP). MESA protects rare species and their habitats by prohibiting the "Take" of any plant or animal species listed as Endangered, Threatened, or of Special Concern by the Massachusetts Division of Fisheries & Wildlife.

As part of the implementation of MESA, NHESP is responsible for reviewing projects and providing and maintaining maps showing the locations of protected species habitat. Shown on these maps are two types of protected species habitat: Priority Habitat for State Protected Species ("PH") and Estimated Habitats for Rare Wildlife ("EH"). PH includes habitats for wetland and non-wetland wildlife and plant species. EH includes habitat for wetland dependent wildlife (animal) species only and is intended for use by both NHESP and local Conservation Commissions during the review of projects subject to the Wetlands Protection Act.

According to the current NHESP MassGIS mapping (2017), Priority Habitat (PH 1044) is in the project area, therefore, a MESA Project Review Checklist filing or Streamlined Review in parallel

with the NOI will be required.

This proposal assumes that proposed work will not result in a “Take” of a state listed species (in this case Long’s Bulrush (*Scirpus longii*)). A MESA Project Review Checklist will be submitted or copy of the Notice of Intent if streamlined review is determined to be appropriate. In addition to the Checklist (or NOI), the submittal will include a description of proposed work, strategies to avoid impacts to rare species, and habitat characterization information. We will coordinate with the NHESP during NHESP’s review of the Checklist.

Due to the proposed timeline of this project, this proposal includes services associated with additional rare species field surveys using NHESP approved protocols for one day of survey by an approved biologist.

Task 13: Project Management

This task includes hours for team meetings, conference calls and coordination with funding agencies (i.e. MassDOT Aeronautics and FAA).

Wetland Replication Area for Taxiway A

Task 14: Post-Construction Monitoring Years 3 through 5 for DEP File No. 251-484

In accordance with Variance Special Condition 33(b) which states “*The WS shall conduct a detailed assessment of the Wetland Replacement area vegetation and soils once a year during each of the first five (5) full growing seasons following completion of construction unless MassDEP determines in writing that the Wetland Replacement area is successful prior to the end of the 5-year monitoring period. The assessment shall include completion of an annual monitoring form which must be submitted with the annual monitoring report required by this Special Condition*”, and which includes the following:

- Vegetation transects
- Soil points
- Color Photographs
- Monitoring well data

We shall prepare the requisite forms and written narrative report containing the above items for submittal to MassDEP and the Conservation Commission for Years 3 through 5 post-construction. This task includes three annual site visits for two (2) wetland scientists and three (3) annual report submittals (2021-2023).

ARTICLE D - ADMINISTRATION

The Engineer or approved Subcontractor agrees to furnish and perform professional services as follows:

1. Prepare the grant application including project justification, program narrative, and required attachments for submission to MassDOT and FAA. Distribute grant application to MassDOT and FAA. Coordinate with FAA and MassDOT.
2. Prepare contract, scope of services and fee schedule.
3. Coordinate with MassDOT and FAA for grant offer and execution and return to FAA.
4. Prepare FAA and MassDOT reimbursement requests (8) including supporting invoices and documentation.
5. The Engineer shall provide project administration support required due to Federal participation in the project; specifically, the Engineer shall consult and correspond, as necessary, with the Owner's financial officer on the following:
 - Obtaining data on funds expended and identifying which funds may be eligible for participation in Federal Grant payments.
 - Obtaining data on the Owner's administrative costs and identifying which costs may be eligible to satisfy Federal participation.
6. Maintain records for a period of seven years after the date of final completion.

ARTICLE E - GENERAL PROVISIONS

1. Additional Services

If, during the term of this Agreement, additional services are required, other than those services specified above, the Owner may, in writing, order the Engineer to perform such services, and for such services, the Engineer shall be paid for direct payroll plus 163.25% for overhead, plus approved subconsultants, plus a fixed fee of 12%, plus out-of-pocket expenses directly chargeable to the project.

Additional work, beyond the limits of this Agreement, will not be performed by the Engineer without the advance approval of the Owner and the concurrence of the Federal Aviation and Administration MassDOT Aeronautics Division in writing.

2. Termination of Agreement for Cause

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of

such termination. In such event, finished or unfinished documents, data, studies, and reports prepared by the Engineer under this Agreement shall, at the option of the Owner, become the property of the Owner and the Engineer shall be entitled to receive just and equitable compensation for any work completed on such documents. Payments is limited to acceptable services performed and unpaid as of the date of termination.

3. Termination for Convenience of the Owner

The Owner may terminate this Agreement any time by a notice in writing from the Owner to the Engineer. If the Agreement is terminated by the Owner as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for the portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

4. The Engineer shall be compensated for any additional expenses incurred by attending meetings at geographical locations other than: Bedford, N.H., Norwood, MA, Burlington, MA or Boston MA.
5. The Owner must assist in obtaining town authority approvals, give the Engineer access to the airport, issue Notices to Airmen for the Engineer and supply historical file data when needed by the Engineer.
6. The Engineer shall assign an experienced Registered Professional Engineer and any subsequent person in charge shall be designated in writing, and acceptable to the OWNER, FAA and MassDOT, to be in responsible charge of the work performed under the Agreement. The Engineer shall not replace the person in charge without written permission of the OWNER. The Engineer shall assign such personnel to the work as may be necessary from time to time to complete the work required.
8. When the tentative schedule, Article F, is extended by a length of time (greater than six (6) months) sufficient to cause a change in employee wage rates and project expense rates, due to circumstances beyond the control of the Engineer, the Engineer shall be entitled to renegotiate the uncompleted lump sum fee and cost-plus-fixed fee estimated amounts contained within this Agreement in proportion to the change in employee wage rates and project expense rates.
9. The Owner may extend the date for delivery of completed plans and contract documents beyond the time specified when the work has been delayed for reasons beyond the control of the Engineer, or due to a delay in submission of material being furnished by the Owner. The Engineer may present to the Owner in writing his request for extension

of the allotted time together with its justification therefor. The Owner will evaluate such request and he may grant such extension of time as is warranted thereby after approval of the Federal Aviation Administration and the MassDOT Aeronautics Division.

10. The Engineer agrees that he will, before commencing the performance of this Agreement, secure and pay for Professional Liability Insurance in the amount as the Owner may require from time to time and Workmen's Compensation Insurance and Automobile Insurance and any other type of insurance as may be required by law and/or by the Owner, with limits in the amount(s) specified by law and/or by the Owner. Insurance will be provided by a responsible company(ies) authorized to do business in Massachusetts. The Engineer shall provide the Owner with duplicate originals of policies providing such insurance and shall provide reasonable evidence of providing an annual updated policy(ies) to the Owner (including, as applicable, certificate(s) of insurance and binders(s)). The Engineer shall promptly provide the Owner with duplicate originals of insurance policies (including, as applicable, certificate(s) of insurance and binder(s)) in the event of any material change in the coverage limits, type of insurance, or the insurer providing any such insurance. Copies of all insurance policies (including, as applicable, certificate(s) of insurance and binder(s)) shall be filed with the Owner.

In addition, the Engineer shall procure and maintain insurance during the term of this Agreement as shown in Exhibit C.

The Owner shall be notified twenty (20) days in advance of any changes to the producer, type, and/or amount of coverage and/or any cancellation of coverage.

11. This Agreement shall be binding on the Owner and the Engineer and their respective legal representatives, successors (including successors in title), agents, employees, principals, managers, officials, officers, and assigns.
12. Neither party may assign, transfer or otherwise dispose of the Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
13. This Agreement may be executed in any number of counterparts each of which counterparts, when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same instrument.
14. The parties each acknowledge and agree that this Agreement contains their complete agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and that this Agreement shall not be modified in any way except by a writing signed by all parties.
15. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

16. In the event any part of this Agreement is deemed unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

17. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
18. The parties agree that any action to enforce the terms of this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within the Commonwealth of Massachusetts, and that the Parties expressly consent to the jurisdiction of said court.
19. Each term of this Agreement is contractual and not merely a recital.
20. In the performance of services under this Agreement, the Engineer acts at all times as an independent contractor. There is no relationship of employment or agency between the Owner and the Engineer, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.
21. The Engineer represents and warrants to the Owner that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
22. The Engineer agrees to indemnify, defend and save the Owner harmless from any and all manner of suits, claims or demands arising out of any errors, omissions or negligence by Engineer (including all its employees, subconsultants, subcontractors and agents) in performing the scope of services under the Agreement, or any breach of the terms of the Agreement by the Engineer and shall reimburse the Owner for any and all costs, damages and expenses, including reasonable attorney's fees, which the Owner pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this paragraph, shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Owner with respect to the Engineer, in connection with the Agreement.
23. The provisions of Federal and Massachusetts Law, as applicable to this Agreement, are hereby incorporated herein by reference.

ARTICLE F - PERFORMANCE

A tentative schedule for the execution of the above-mentioned engineering services shall be established at a pre-design conference attended by the Owner, the Engineer, Federal Aviation Administration and MassDOT Aeronautics Division and shall become part of this contract. The initial project schedule is as follows:

INITIAL PROJECT SCHEDULE

<u>Item</u>	<u>Completion/Submission Date</u>
NTP	April 2021
Grant Application	July 2021
File Variance OOC	June 2021
NHESP	September 2021
Variance Approval	December 2021

ARTICLE G - BASIS OF PAYMENT

The Owner hereby agrees to pay the Engineer for services performed under this Agreement as follows: Articles A, B, C. and D shall be based on a lump sum fee.

- a. Article A, Collection of Data. The fee for Article A is a lump sum amount of \$ 23,692.00 arrived at as follows:

Direct Payroll	\$ 5,253.00
Overhead (163.25%)	\$ 8,576.00
Fixed Fee (12%)	\$ 1,659.00
Expenses	<u>\$ 8,204.00</u>
Lump Sum Fee for Article A	\$ 23,692.00

- . Article B - Design, etc. The fee for Article B is a lump sum amount of \$87,420.00 arrived at as follows:

Direct Payroll	\$ 28,990.00
Overhead (163.25%)	\$ 47,326.00
Fixed Fee (12%)	\$ 9,158.00
Expenses	<u>\$ 1,946.00</u>
Lump Sum Fee for Article B	\$ 87,420.00

- Article C – Permitting. The fee for Article G is a lump sum amount of \$231,910.00 arrived at as follows:

Direct Payroll	\$ 229,660.00
Expenses	<u>\$ 2,250.00</u>
Lump Sum Fee for Article C	\$ 231,910.00

- Article D - Administrative Services. The fee for Article D is a lump sum amount of \$36,367.00 arrived at as follows:

Direct Payroll	\$ 12,036.00
Overhead (163.25%)	\$ 19,649.00
Fixed Fee (12%)	\$ 3,802.00
Expenses	<u>\$ 880.00</u>
Lump Sum Fee for Article D	\$ 36,367.00

- b. Payments are to be made to the Engineer monthly based on an estimated percent of completion.
- c. .Attached to this contract is the certified "home-office" overhead cost factor (Exhibit "B"). The overhead factor of 163.25% will be used for the purpose of this Agreement.

- d. The out-of-pocket expenses will also include, but are not limited to, travel mileage billed at the maximum allowed Federal mileage rate (now \$0.56 per mile), long distance telephone calls, faxes, and postage.
- e. The fixed fee shall not be increased except by a fully executed Supplemental Agreement amendment for additional services, which substantially increases the scope of services or time for completion.
- f. Any state sales taxes for professional services, which may be applicable to the consulting engineer's services furnished under this contract shall be paid by the Owner.
- g. In the event payment to the Engineer for services performed in accordance with this Agreement is delayed beyond 60 days from the date of the Engineer's invoice, the Engineer shall receive at the current prime rate of the Chase Manhattan Bank, interest on the unpaid balance from said sixtieth day, subject to state limitations on maximum interest rates.

ARTICLE H - ASSURANCE STATEMENT OF THE ENGINEER

DuBois & King, Inc., the Engineer for the subject project, hereby assures that the services performed will be conducted in compliance with the following:

- a. Compliance with Regulation. The Engineer shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulation, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination. The Engineer with regard to the services performed, shall not discriminate on the grounds of race, color, sex or national origin and such other category as may be protected by applicable law in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts. In solicitations by competitive bidding or negotiation made by the Engineer for services to be performed under a subcontract including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin and such other category as may be protected by applicable law.
- d. Information and Reports. The Engineer shall provide information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the MassDOT Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions, where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the MassDOT Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as are appropriate, including but not limited to:
 - 1. withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - 2. cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions. The Engineer shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and/or the interests of the United States.
- g. Disadvantaged Business Enterprise DBE Assurance Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
- h. DBE Obligation. The Engineer agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Agreement. Contractors shall not discriminate on the basis of race, color, national origin, or sex and such other category as may be protected by applicable law in the award and performance of DOT-assisted contracts.

ARTICLE I - CERTIFICATIONS OF ENGINEER

FAA

I hereby certify that I am the President and duly authorized representative of DuBois & King, Inc. whose address is 15 Constitution Drive, Suite 1L, Bedford, NH, 03110 and that neither I nor the above firm I here represent has:

- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this Agreement,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Charles K. Goodling, P.E.
President

MassDOT

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalty of perjury that the undersigned has complied with all laws of the commonwealth related to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Federal ID. No. 03-0224555

DuBois & King, Inc.

Charles K. Goodling, P.E.
President

ARTICLE J - COOPERATION

The Engineer shall cooperate with representatives and employees of the Town of Norwood and also the representatives of the Federal Aviation Administration, MassDOT Aeronautics Division so that the project may proceed expeditiously and economically. It is understood that the Owner, the Federal Aviation Administration, and the MassDOT Aeronautics Division will furnish the Engineer with any data pertaining to this work, which they may have in their possession.

ARTICLE K - PRINCIPAL PARTIES CONTRACT APPROVAL SIGNATURES

DuBois & King, Inc.

By_____

Charles K. Goodling, P.E.
President

ACCEPTED_____2021

APPROVED, AS TO FORM

BY:_____
Mark Ryan, Chairman
Norwood Airport Commission

By_____

Airport Attorney

CONTRACT APPROVAL

The MassDOT Aeronautics Division this ____ day of _____, 2021 hereby approves this Contract between the Norwood Airport Commission and DuBois & King, Inc., for engineering services in connection with:

ENVIRONMENTAL ASSESSMENT PHASE II FOR TAXIWAY C RELOCATION and RW 17-35 PAVED SAFETY AREAS

AIP NO. 3-25-0037-XXX-2021

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the MassDOT Aeronautics Division a party to the Agreement or is to be considered as a commitment of funding unless so voted by the MassDOT Aeronautics Division. This approval will in no way interfere with the right of either principal here above.

Jeffrey DeCarlo
Administrator

EXHIBIT 'A'
EMPLOYEE CATEGORY AND HOURLY SALARIES

EXHIBIT A

DUBOIS & KING, INC.

EMPLOYEE CATEGORY AND HOURLY SALARIES

	HOURLY SALARY <u>RANGE</u>
Project Director	\$40.00 - \$62.00
Project Manager	\$32.00 - \$52.00
Project Engineer/Resident Engineer	\$25.00 - \$45.00
Engineer	\$20.00 - \$30.00
Senior Tech/Drafter	\$18.00 - \$30.00
Tech/Drafter	\$16.00 - \$20.00
Administration Support	\$15.00 - \$29.00

* Fiscal year hourly salary was used to prepare estimated engineering cost spreadsheets. Actual

rates used in the preparation of invoices may vary within the range specified above.

EXHIBIT "B"

OVERHEAD SUMMARY SHEET

EXHIBIT "C"

CERTIFICATE OF INSURANCE

EXHIBIT D

**ENGINEERING FEE SUMMARY &
LABOR-HOUR SPREADSHEETS**



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

Federal Aviation Administration
New England Region

1200 District Avenue
Burlington, MA 01803

January 12, 2022

Mark Ryan
Chair, Norwood Airport Commission
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

(Via Email)

Dear Mr. Ryan:

This letter concerns the enclosed complaint from Mr. Oulton Hues filed under Federal Aviation Regulation (FAR) Part 13, FAA Investigative and Enforcement Procedures (14 CFR 13). Mr. Hues alleges that the Town of Norwood, Airport Sponsor of Norwood Municipal Airport is in violation of their Federal Grant Obligations as it relates to its operation of the Airport.

Please review this complaint and provide your response to the allegations and the status of any efforts to resolve this complaint. Please provide this information no later than 30 days from date of this letter.

If you have any questions regarding the allegations, please contact me at (781) 238-7618.

Sincerely,

JORGE E. PANTELI
Digitally signed by
JORGE E. PANTELI
Date: 2022.01.12
09:08:19 -05'00'
PANTELI

Jorge E. Panteli
Compliance and Land Use Specialist

Encl: Hues Complaint

CC: Gail Lattrell – FAA
Russ McGuire – OWD
Oulton Hues – Complainant

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. Boch's 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

Airport Sponsor Grant Closeout Worksheet

Airport Sponsor's Name: Norwood Airport Commission

Airport Name: Norwood Memorial Airport

LOC ID:

AIP Grant Number: 3-25-0037-041-2020

Project Description/Title: EA - Phase I

Grant Closeout Requirements.

(General Standards for AIP Grant Closeouts are available in FAA Order 5100.38D, [Airport Improvement Program \(AIP\) Handbook](#), Chapter 5, Section 8. Grant Closeout.)

In order for the FAA ADO (Airports District Office) to close a grant, the ADO and sponsor must have done the following:

- Physically complete all projects in the grant (as discussed in Table 5-32)
- Complete all grant administrative and financial requirements (as discussed in Table 5-33)
- Complete the closeout processing steps (as discussed in Table 5-34)

FAA policy is for these steps to be completed in a timely manner, and that grants should not be open for more than four years from when the grant was issued. Grants open beyond four years may be subject to additional scrutiny by various offices within the federal government, may affect a sponsor's ability to receive new grants, and may require additional sponsor and ADO reporting requirements.

Documents Required for All Grants	Dated (mm/dd/yy)	Yes	No
1. Amendment Request: Request in accordance with Section 7 of the AIP Handbook.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. FPSW: Final Payment Summary Request Worksheet has been submitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. SF-271: Final Pay Request SF-271 Form has been submitted (or SF-270, as appropriate).		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. SF-425: Final Pay Request SF-425 Form has been submitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Final Invoices: Attach final invoices as appropriate or required by FAA ADO.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documents Conditional on Grant type	Dated (mm/dd/yy)	Yes	No	N/A
6. Planning Grant Deliverables (For Planning Grants) List planning deliverables due as part of this grant, showing FAA has reviewed, accepted, or approved the deliverables as applicable.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Sponsor Final Closeout Report is attached. (For development grants, address <i>all</i> projects in the grant). <i>Brief project summary -- include the below items, as applicable:</i> <ul style="list-style-type: none"> • Project history, with significant events during the life of the project identified. • Discuss significant dates as appropriate (e.g. bid opening, award of contract, construction start, construction complete, final inspection, final payment, DBE utilization, etc.) • Discuss significant change orders and significant changes in quantities. • Noise Grants: Summarize/submit Noise Land Inventory and Reuse Plan. • State Block Grants: Describe how the sponsor has followed the requirements in the block grant master agreement, annotating documents submitted to the ADO. • AWOS projects: Summarize and confirm requirements have been met, with appropriate references/dates. 		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. ALP: The As-Built, Revised, or Updated ALP has been submitted to the FAA.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Equipment: <i>Inventory of Non-Expendable Personal Property</i> document(s) is/are attached.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. As-Built Construction Drawings: On file with Sponsor or submitted as required by ADO.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Exhibit "A" Property Map has been submitted to the FAA.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Environmental Requirements have been met.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Added closeout requirements (Sponsor shall contact the FAA for clarification)	Dated (mm/dd/yy)	Yes	No	N/A
13.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Airport Sponsor's Representative (printed)	Contact's Phone Number	Date
Jeff Adler	(603) 637-1043	01/04/2022

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA/Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-041-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 8	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER	
8. PERIOD COVERED BY THIS REQUEST From: 07/16/2021 To: 11/25/2021			

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

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

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a)	(b)	(c)	TOTAL
	20.106			
a. Total program outlays to date (As of date) 11/25/2021	\$ 283,333.33	\$	\$	\$ 283,333.33
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	283,333.33			283,333.33
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	283,333.33			283,333.33
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	283,333.00			283,333.00
h. Federal payments previously requested	254,164.66			254,164.66
i. Federal share now requested (Line g minus line h)	29,168.34			29,168.34
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

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

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

GRANT RECIPIENT INFORMATION

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

AIP Grant Number: 3-25-0037-041-2020

Description: Environmental Assessment 1

Reimbursement No.	8-Final	Federal Share %:	100%

(1) Vendor/Class/Description	(2) Invoice Number	(3) Invoice Date	(4) Due Date	(5) Invoice Amount	(6) AP Eligible costs	(7) Non-Participating Costs	(8) AP Share
DuBois & King/ 	1221027	12/7/21	Due	\$ 29,168.34	\$ 29,168.34	\$ -	\$ 29,168.34
						\$ -	
						\$ -	
						\$ -	
						\$ -	
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
-				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				AMOUNT OF THIS REIMBURSEMENT			
				\$ 29,168.34			
				PREVIOUS REIMBURSEMENTS			
				\$ 254,164.66			
				TOTAL REIMBURSEMENTS			
				\$ 283,333.00			

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

Signature

Date _____

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Form approved Budget Bureau No. 04-R0004		1. PROJECT NO. 3-25-0037-041-2020	
SUMMARY OF PROJECT COSTS				2. GRANT AGREEMENT CONTRACT NO. 8-Final	
				4. PERIOD ENDING 11/25/2021	
3. SPONSOR'S NAME AND ADDRESS Norwood Airport Commission, 111 Access Road, Norwood MA 02062				5. OFFICIAL NAME AND LOCATION OF AIRPORT Norwood Memorial Airport	
7. DESCRIPTION		8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)
			AMOUNT (a)	PERCENT (b)	AMOUNT (a) PERCENT (b)
1. Administration	\$4,000.00	\$4,000.00	100%		
2. Engineering					
Data Collection	\$31,745	\$ 31,745.00	100%		
Design	\$117,936	\$ 117,936.00	100%		
Permitting	\$107,450.00	\$107,450.00	100%		
Administration	\$22,202.00	\$22,202.00	100%		
Total	\$283,333.00	\$283,333.00	100%		
11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.					
DATE 1/4/2022		SIGNATURE OF SPONSOR'S ENGINEER Jeff Adler			

DUBOIS & KING INC.
15 CONSTITUTION DRIVE SUITE 1L
BEDFORD NH 03086

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

December 7, 2021
Invoice No: 1221027
Project No: 326165

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.
For professional services rendered through November 25., 2021

For engineering services related to Environmental Assessment I

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

Project Phase		Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article A	Data Collection	\$31,745.00	100%	\$ 31,745.00	\$ -	\$ 31,745.00
Article B	Design	\$117,936.00	100%	\$ 106,142.40	\$ 11,793.60	\$ 117,936.00
Article C	Permitting	\$ 107,450.00	100%	\$ 102,952.42	\$ 4,497.58	\$ 107,450.00
Article D	Adminiftration	\$ 22,202.00	100%	\$ 9,324.84	\$ 12,877.16	\$ 22,202.00
Total Contract Amount		\$279,333.00		\$ 250,164.66	\$ 29,168.34	\$ 279,333.00
Total Amount Earned to Date		\$ 279,333.00				
Less Previous Billing		\$ 250,164.66				
Total Amount Billed this Invoice		\$ 29,168.34				

AIRPORT SPONSORS FINAL CLOSEOUT REPORT

NORWOOD MEMORIAL AIRPORT

EA – Phase I

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

1. NARRATIVE

- 1) Brief History: The project involved the preparation of an EA to cover the proposed work noted in the 2020 Technical Master Plan Update. This work included the relocation of TW C to prevent a direct connection from an apron to a runway and the paving of the RW 17-35 safety areas to increase safety by providing additional pavement for departures and landings.
- 2) Key Dates:
 - (a) Grant issued September 2, 2020
 - (b) Draft EA September 7, 2021
 - (c) Final EA/FONSI December 15, 2021
- 3) Deleted Work Items: There were no deleted work items
- 4) Non-participating Work Items: There were no non-participating work items.

2. DBE

- 1) Utilization and Final Participation Information: There was no DBE participation as much of this work was accomplished by subconsultant Epsilon Associates who prepared the original EA.

A handwritten signature in black ink, appearing to read "Jeff Calkins". The signature is stylized with a large, looped initial "J" and a cursive "Calkins".

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014

Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration Airports Division		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 3-25-0037-041-2020	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Norwood Airport Commission Street1: 111 Access Road Street2: City: Norwood County: State: MA: Massachusetts Province: Country: USA: UNITED STATES ZIP / Postal Code: 02062			
4a. DUNS Number 0842115720000	4b. EIN 04-6001254	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	8. Project/Grant Period From: 09/20/2021 To: 11/25/2021	9. Reporting Period End Date 11/25/2021

10. Transactions	Cumulative
<i>(Use lines a-c for single or multiple grant reporting)</i>	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	0.00
b. Cash Disbursements	0.00
c. Cash on Hand (line a minus b)	0.00
<i>(Use lines d-o for single grant reporting)</i>	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	283,333.00
e. Federal share of expenditures	283,333.00
f. Federal share of unliquidated obligations	0.00
g. Total Federal share (sum of lines e and f)	283,333.00
h. Unobligated balance of Federal Funds (line d minus g)	0.00
Recipient Share:	
i. Total recipient share required	0.00
j. Recipient share of expenditures	0.00
k. Remaining recipient share to be provided (line i minus j)	0.00
Program Income:	
l. Total Federal program income earned	0.00
m. Program Income expended in accordance with the deduction alternative	0.00
n. Program Income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m or line n)	0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
g. Totals:				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:						
<input style="width: 30%;" type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>						
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
a. Name and Title of Authorized Certifying Official Prefix: <input style="width: 100%;" type="text"/> First Name: <input style="width: 100%;" type="text"/> Middle Name: <input style="width: 100%;" type="text"/> Last Name: <input style="width: 100%;" type="text"/> Suffix: <input style="width: 100%;" type="text"/> Title: <input style="width: 100%;" type="text"/>						
b. Signature of Authorized Certifying Official <input style="width: 100%; height: 40px;" type="text"/>				c. Telephone (Area code, number and extension) <input style="width: 100%;" type="text"/>		
d. Email Address <input style="width: 100%;" type="text"/>				e. Date Report Submitted <input style="width: 100%;" type="text"/>		14. Agency use only: <div style="background-color: #cccccc; height: 40px;"></div>

Airport Sponsor Grant Closeout Worksheet

Airport Sponsor's Name: Norwood Airport Commission

Airport Name: Norwood Memorial Airport

LOC ID:

AIP Grant Number: 3-25-0037-041-2020

Project Description/Title: EA - Phase I

Grant Closeout Requirements.

(General Standards for AIP Grant Closeouts are available in FAA Order 5100.38D, [Airport Improvement Program \(AIP\) Handbook](#), Chapter 5, Section 8. Grant Closeout.)

In order for the FAA ADO (Airports District Office) to close a grant, the ADO and sponsor must have done the following:

- Physically complete all projects in the grant (as discussed in Table 5-32)
- Complete all grant administrative and financial requirements (as discussed in Table 5-33)
- Complete the closeout processing steps (as discussed in Table 5-34)

FAA policy is for these steps to be completed in a timely manner, and that grants should not be open for more than four years from when the grant was issued. Grants open beyond four years may be subject to additional scrutiny by various offices within the federal government, may affect a sponsor's ability to receive new grants, and may require additional sponsor and ADO reporting requirements.

Documents Required for All Grants	Dated (mm/dd/yy)	Yes	No
1. Amendment Request: Request in accordance with Section 7 of the AIP Handbook.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. FPSW: Final Payment Summary Request Worksheet has been submitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. SF-271: Final Pay Request SF-271 Form has been submitted (or SF-270, as appropriate).		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. SF-425: Final Pay Request SF-425 Form has been submitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Final Invoices: Attach final invoices as appropriate or required by FAA ADO.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Documents Conditional on Grant type	Dated (mm/dd/yy)	Yes	No	N/A
6. Planning Grant Deliverables (For Planning Grants) List planning deliverables due as part of this grant, showing FAA has reviewed, accepted, or approved the deliverables as applicable.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Sponsor Final Closeout Report is attached. (For development grants, address <i>all</i> projects in the grant). <i>Brief project summary -- include the below items, as applicable:</i> <ul style="list-style-type: none"> • Project history, with significant events during the life of the project identified. • Discuss significant dates as appropriate (e.g. bid opening, award of contract, construction start, construction complete, final inspection, final payment, DBE utilization, etc.) • Discuss significant change orders and significant changes in quantities. • Noise Grants: Summarize/submit Noise Land Inventory and Reuse Plan. • State Block Grants: Describe how the sponsor has followed the requirements in the block grant master agreement, annotating documents submitted to the ADO. • AWOS projects: Summarize and confirm requirements have been met, with appropriate references/dates. 		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. ALP: The As-Built, Revised, or Updated ALP has been submitted to the FAA.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Equipment: Inventory of Non-Expendable Personal Property document(s) is/are attached.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. As-Built Construction Drawings: On file with Sponsor or submitted as required by ADO.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Exhibit "A" Property Map has been submitted to the FAA.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Environmental Requirements have been met.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Added closeout requirements (Sponsor shall contact the FAA for clarification)	Dated (mm/dd/yy)	Yes	No	N/A
13.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Airport Sponsor's Representative (printed)	Contact's Phone Number	Date
Jeff Adler	(603) 637-1043	01/04/2022

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA/Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-041-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 8	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER	

8. PERIOD COVERED BY THIS REQUEST

From: 07/16/2021 To: 11/25/2021

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

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

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 11/25/2021	\$ 283,333.33	\$	\$	\$ 283,333.33
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	283,333.33			283,333.33
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	283,333.33			283,333.33
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	283,333.00			283,333.00
h. Federal payments previously requested	254,164.66			254,164.66
i. Federal share now requested (Line g minus line h)	29,168.34			29,168.34
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

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

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

INVOICE SUMMARY

GRANT RECIPIENT INFORMATION

Name: Norwood Airport Commission

Airport: Norwood Memorial Airport

Address: 111 Access Road

City/State: Norwood MA

PROJECT INFORMATION

AIP Grant Number: 3-25-0037-041-2020

Description: Environmental Assessment 1

Reimbursement No.

8-Final

Federal Share %:

100%

[illegible]

AMOUNT OF THIS REIMBURSEMENT	\$	29 168 34
------------------------------	----	-----------

PREVIOUS REIMBURSEMENTS \$ 254,164.66

TOTAL REIMBURSEMENTS \$	283,333.00
--------------------------------	-------------------

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

Signature _____

Date _____

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONForm approved
Budget Bureau No. 04-R00041. PROJECT NO.
3-25-0037-041-20202. GRANT AGREEMENT
CONTRACT NO. 8-Final**SUMMARY OF PROJECT COSTS**

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

3. SPONSOR'S NAME AND ADDRESS
Norwood Airport Commission, 111 Access Road, Norwood MA 020624. PERIOD ENDING
11/25/20215. OFFICIAL NAME AND LOCATION OF AIRPORT
Norwood Memorial Airport

6. MAXIMUM FEDERAL FUNDS

7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)	
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)
1. Administration	\$4,000.00	\$4,000.00	100%		
2. Engineering					
Data Collection	\$31,745	\$ 31,745.00	100%		
Design	\$117,936	\$ 117,936.00	100%		
Permitting	\$107,450.00	\$107,450.00	100%		
Administration	\$22,202.00	\$22,202.00	100%		
Total	\$283,333.00	\$283,333.00	100%		

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

DATE 1/4/2022	SIGNATURE OF SPONSOR'S ENGINEER Jeff Adler
------------------	---

DUBOIS & KING INC.
15 CONSTITUTION DRIVE SUITE 1L
BEDFORD NH 03086

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

December 7, 2021
Invoice No: 1221027
Project No: 326165

TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.
For professional services rendered through November 25,, 2021

For engineering services related to Environmental Assessment I

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

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article A Data Collection	\$31,745.00	100%	\$ 31,745.00	\$ -	\$ 31,745.00
Article B Design	\$117,936.00	100%	\$ 106,142.40	\$ 11,793.60	\$ 117,936.00
Article C Permitting	\$ 107,450.00	100%	\$ 102,952.42	\$ 4,497.58	\$ 107,450.00
Article D Administration	\$ 22,202.00	100%	\$ 9,324.84	\$ 12,877.16	\$ 22,202.00
Total Contract Amount	\$279,333.00		\$ 250,164.66	\$ 29,168.34	\$ 279,333.00
Total Amount Earned to Date	\$ 279,333.00				
Less Previous Billing	\$ 250,164.66				
Total Amount Billed this Invoice			\$ 29,168.34		

AIRPORT SPONSORS FINAL CLOSEOUT REPORT

NORWOOD MEMORIAL AIRPORT

EA – Phase I

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

1. NARRATIVE

- 1) Brief History: The project involved the preparation of an EA to cover the proposed work noted in the 2020 Technical Master Plan Update. This work included the relocation of TW C to prevent a direct connection from an apron to a runway and the paving of the RW 17-35 safety areas to increase safety by providing additional pavement for departures and landings.
- 2) Key Dates:
 - (a) Grant issued September 2, 2020
 - (b) Draft EA September 7, 2021
 - (c) Final EA/FONSI December 15, 2021
- 3) Deleted Work Items: There were no deleted work items
- 4) Non-participating Work Items: There were no non-participating work items.

2. DBE

- 1) Utilization and Final Participation Information: There was no DBE participation as much of this work was accomplished by subconsultant Epsilon Associates who prepared the original EA.

A handwritten signature in black ink, appearing to read "Jeff Cella". The signature is stylized with a large, looped initial "J" and a cursive-style name.

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration Airports Division		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 3-25-0037-041-2020	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Norwood Airport Commission Street1: 111 Access Road Street2: City: Norwood County: State: MA: Massachusetts Province: Country: USA: UNITED STATES ZIP / Postal Code: 02062			
4a. DUNS Number 0842115720000	4b. EIN 04-6001254	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 00000000000000000000	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	8. Project/Grant Period From: 09/20/2021 To: 11/25/2021	9. Reporting Period End Date 11/25/2021
10. Transactions <i>(Use lines a-c for single or multiple grant reporting)</i>			Cumulative
Federal Cash (To report multiple grants, also use FFR attachment):			
a. Cash Receipts			0.00
b. Cash Disbursements			0.00
c. Cash on Hand (line a minus b)			0.00
<i>(Use lines d-o for single grant reporting)</i>			
Federal Expenditures and Unobligated Balance:			
d. Total Federal funds authorized			283,333.00
e. Federal share of expenditures			283,333.00
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			283,333.00
h. Unobligated balance of Federal Funds (line d minus g)			0.00
Recipient Share:			
i. Total recipient share required			0.00
j. Recipient share of expenditures			0.00
k. Remaining recipient share to be provided (line i minus j)			0.00
Program Income:			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m or line n)			0.00

11. Indirect Expense

a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Totals:				<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
----------------------	---	--	--

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official	
Prefix: <input type="text"/>	First Name: <input type="text" value="Mark"/> Middle Name: <input type="text"/>
Last Name: <input type="text" value="Ryan"/>	Suffix: <input type="text"/>
Title: <input type="text" value="Chairman"/>	
b. Signature of Authorized Certifying Official	c. Telephone (Area code, number and extension)
<input type="text"/>	<input type="text" value="781-255-5616"/>
d. Email Address	e. Date Report Submitted
<input type="text"/>	<input type="text"/>
14. Agency use only:	



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

February 9, 2022

DRAFT ONLY

Ms. Michelle Ricci
Federal Aviation Administration
1200 District Ave
Burlington, MA 01803

SUBJECT: AIP No. 3-25-0037-041-2020
EA – Phase I
Project Completion

Dear Ms. Ricci:

This letter is to notify you that the above referenced project is complete. All claimed costs have been certified to be eligible and the airport has accepted and approved all deliverables.

We believe this letter with all the other documents previously submitted, completes the necessary data to close the project file on this AIP No. 3-25-0037-041-2020. If there are any questions concerning any aspect of this project, please contact me.

Very truly yours

Mark Ryan
Chairman

**TOWN OF NORWOOD
FISCAL 2023 OPERATING BUDGET - SUMMARY OF DETAIL ACCOUNTS**

Line	Accounts & Descriptions	FY2020 Actual	FY2021 Actual	FY2022 Budget	FY2023 Request	Comments
0001 - GENERAL FUND						
4-INFRASTRUCTURE						
482-AIRPORT						
0001-SALARIES						
1	014821-511000: SAL-DEPT HEAD	106,024	108,914	109,989	110,102	
2	014821-511600: SAL-FULL TIME	80,641	82,763	83,268	83,355	
3	014821-511700: SAL-PART TIME	1,440	1,960	1,500	1,500	
4	014821-513100: OVERTIME	4,222	6,611	10,000	10,000	
5	014821-514100: LONGEVITY PAY	1,700	1,700	1,700	1,700	
	0001-SALARIES TOTAL	194,027	201,948	206,457	206,657	
0002-OPERATING EXPENSES						
6	014822-521000: UTILITIES	25,851	33,950	-	-	
7	014822-524100: EXPENSE-EQUIP REPL/REPAIR	8,121	39,053	8,100	8,100	
8	014822-524200: MAINT OF BUILDINGS	53,043	20,167	-	-	
9	014822-524300: MAINT OF GROUNDS	18,509	15,369	43,000	43,000	
10	014822-527300: RENTAL EXPENSES	14,133	2,893	-	-	
11	014822-529400: SNOW & ICE EXPENSES	32,320	64,233	47,380	47,380	
12	014822-530710: AIRPORT SECURITY	1,500	2,851	6,000	6,000	
13	014822-530900: ENGINEERING EXPENSES	11,000	8,000	6,000	6,000	
14	014822-531700: STENOGRAPHER SERVICES	-	-	1,500	1,500	
15	014822-534200: TELEPHONE/DATA	605	65	-	-	
16	014822-542100: OFFICE SUPPLIES	8,266	5,379	12,000	12,000	
17	014822-571100: TRAVEL ALLOWANCE	-	-	1,400	1,400	
18	014822-573300: CONFERENCES	650	798	3,800	3,800	
19	014822-578200: MISC EXPENSES	8,891	6,420	10,000	10,000	
	0002-OPERATING EXPENSES TOTAL	182,889	199,177	139,180	139,180	
0006-CAPITAL EXPENSES						
20	014826-584000: SITE IMPROVEMENTS	4,951	4,165	6,000	6,000	
21	014826-585500: CAPITAL-CONSTRUCTION	59,137	-	-	-	
	0006-CAPITAL EXPENSES TOTAL	64,088	4,165	6,000	6,000	
	482-AIRPORT TOTAL	\$441,003	\$405,290	\$351,637	\$351,837	

DATE: February 2022

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				\$198,000	\$49,500	2022	ASMP
2 TW C Realignment (1655' x 35') / TW F Recon. (160' x 35') - PCI 96 / Wetland Mitigation Area	\$ 6,600,000.00	\$5,940,000	\$150,000	\$5,790,000	\$330,000	\$330,000	2022	
TW C Realignment Offsite Stormwater Mitigation	\$ 600,000.00	\$540,000		\$540,000	\$30,000	\$30,000	2022	
3 Security Camera Expansion	\$ 90,000.00				\$72,000	\$18,000	2022	ASMP
4 Reconstruct RW 10/28 (4,000' x 75') - PCI 47	\$ 4,600,000.00	\$4,140,000	\$150,000	\$3,990,000	\$230,000	\$230,000	2023	
5 Perimeter Fence Installation Phase 1	\$ 1,100,000.00	\$990,000	\$150,000	\$840,000	\$55,000	\$55,000	2024	
6 Perimeter Fence Installation Phase 2	\$ 1,100,000.00	\$990,000	\$150,000	\$840,000	\$55,000	\$55,000	2025	
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 Av Easement Acquisition (RW 28 & RW 17 ends)	\$ 500,000.00	\$450,000	\$150,000	\$300,000	\$25,000	\$25,000	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 Taxilane 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	



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

BY CERTIFIED MAIL

February 7, 2022

Straight & Level, Inc.

21 Ocean Ave.

Harwichport, MA 02646-2130

RE: Unauthorized Use of Gate 3 Taxi-Lane for Helicopter Operations (N808WT)

Dear Sir or Ms.:

On the early afternoon of Saturday, February 5, the pilot of a Robinson 44 helicopter (N808WT), registered in your company's name, took off from the Norwood Airport's gate 3 taxi-lane. This is not an area authorized for helicopter use on the Norwood Airport.

Attachment A is the FAA chart supplement for the Norwood Airport. This document shows (in yellow highlight) the two locations available for based and transient helicopter parking on the north end and south end of the north/south taxi-lane.¹ For ease of reference, within these two areas, there are nine helicopter parking circles, and these circles are marked on the pavement.

In *Attachment B*, the yellow dots show the location of the nine authorized helicopter parking circles: four adjacent to the north end of the taxi-lane (also identified by a yellow/black airport sign that reads: "HELICOPTER OPERATIONS AREA"), five on the south end of the taxi-lane. This aerial also shows the gate 3 taxi-lane (marked with a red dot), an unauthorized helicopter operating area where N808WT took off.

As a transient helicopter pilot, you're welcome to use the transient helicopter parking circles (marked in yellow) at either end of the north/south taxi-lane. If needed, and with an air traffic clearance, you're also welcome to shoot your approach to the marked helipad on taxiway E (shown by the green dot in

¹ A third helicopter operating area is located northwest of the *Flight Level* terminal/hangar complex. However, as noted in *Attachment C*, the Norwood Airport General Regulations (attachment D) prohibit transient helicopter operators from using this helicopter operating area.

Attachment B), before receiving an ATC clearance to taxi to one of the helicopter parking circles marked in yellow.

Please feel free to contact me if you have any questions.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Russ Maguire". The signature is written in black ink and is positioned above the printed name.

Russ Maguire, Manager
Norwood Memorial Airport

*Cc: Norwood Airport Commission, Norwood Air Traffic Control Tower, Drew Mihaley, MassDOT
Director of Operations and Compliance*

ATTACHMENT A

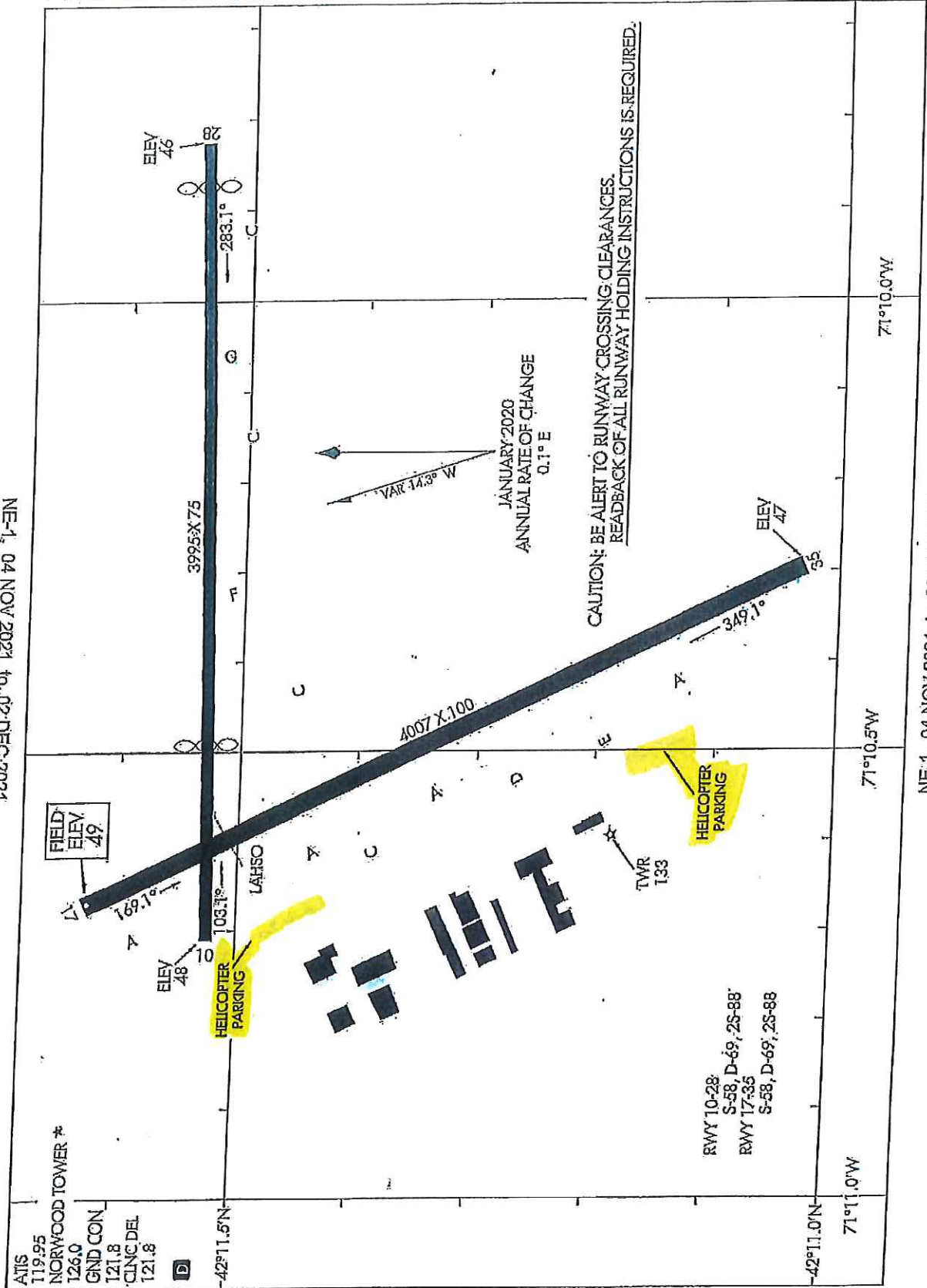
21112

AIRPORT DIAGRAM

AI-725 (FAA)

NORWOOD MEML (OWD)
NORWOOD, MASSACHUSETTS

NE-1, 04 NOV 2021, to 02 DEC 2021



NE-1, 04 NOV 2021, to 02 DEC 2021

AIRPORT DIAGRAM

21112

NORWOOD, MASSACHUSETTS
NORWOOD MEML (OWD)

ATTACHMENT B



ATTACHMENT C

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

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

II. FBO HELICOPTER RAMP

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

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 1/11/22—2/7/22

— Major Projects/Issues—

Snow Removal/Airport Closures

During this period, airport management participated in snow removal operations on 1/25, 1/29-1/30, and 2/5. 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 2/4, the Airport Manager (AM) and NAC Chair, along with Jeff Adler of *DuBois & King*, met with officials from FAA and MassDOT to discuss some required changes to the airport's capital improvement plan. Among the changes is the re-scheduling of runway 10-28, from federal fiscal year (FFY) 2022 to FFY 2023; and the re-scheduling of the airport's wildlife/perimeter fence, from FFY 2027/2028 to FFY 2024/2025.

MassDOT Crack-Seal/Markings Project

At the AM's request, MassDOT/Aeronautics has included the Norwood Airport on a statewide bid for contracting. For this grant project, the work will include crack-sealing and new markings for runway 17-35.

Monthly Revenues

For the month of January, two deposits were posted to the Treasurer's office. These totaled \$35,303.21 in payments (see *Attachment A*).

Monthly Fuel Flowage

For the month of December, *Flight Level's* bills of lading for fuel totaled 48,997 gallons. At \$.07/gallon, the Town received \$3,429.79 in flowage fees. (*Attachment A*).

— Informational Updates —

Proposed Playground

On 1/26, the AM attended a Community Preservation Committee (CPC) meeting. On the CPC's agenda was a proposal to fund a playground at the airport park.

Fin Com Reporting

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

Norwood Fire Training

On 1/24, the AM, along with Air Traffic Control Tower Manager Diana Novellano, held the last of four orientation/training sessions for Norwood Fire. Each session began with a presentation at the fire department followed by a drive-around orientation at the airport, finishing up with a staff briefing by *Boston Executive Helicopters* and *Flight Level* at their respective fuel farms.

Air Traffic Counts

For the Norwood Airport's January 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 January.



January 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	\$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	\$40,952.00	\$27,352.00	\$13,008.00	\$0
TOTAL	\$35,303.21	\$221,250.39	\$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.

13

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Airport Operations Count

Mo. Yr. Location Ident.

0 1 2 3 4 5 6 7 8 9

ITINERANT

LOCAL

Day	IFR					VFR					LOCAL			Total Airport Operations
	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops	
01		1	8		9									9
02		8	8		16			4		4	4		4	24
03		2	10		12			62		62	162		162	236
04			15		15		3	137	1	141	136		136	292
05			7		7			5		5				12
06		6	18		24		2	94		96	92		92	212
07								2		2				2
08		3	11		14			86		86	122		122	222
09		1	2		3			4		4				7
10		4	7		11			88		88	82		82	181
11		4	6		10		2	51		53	18		18	81
12			5		5			76		76	14		14	95
13		6	20		26			106		106	132		132	264
14		4	3		7		2	28		30	44		44	81
15			9		9			43		43	14		14	66
16			7		7			126		126	178		178	311
17			1		1			5		5				6
18		3	1		4		6	39		45	14		14	63
19		2	10		12		1	74		75	50		50	137
20		3	5		8			33		33	124		124	165
21		2	11		13		1	89		90	112		112	215
22			14		14			90		90	170		170	274
23		1	11		12			156		156	182		182	350
24			9		9		1	117		118	104		104	231
25		2	5		7		3	71		74	98		98	179
26														
27														
28														
29														
30			1		1			10		10				11
31			7		7			84		84	144		144	235
Total	52	211			263		21	1680	1	1702	1996		1996	3961

SYMBOLLOGY

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.

O | 1 | 2 | 2

Yr.

O | 1 | 2 | 2

Loc Ident.

O | W | D

OVERFLIGHT COUNT

IFR OVERFLIGHTS						VFR OVERFLIGHTS						Total Overflights
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01												
02												
03								14		14	14	
04							4	8		12	12	
05												
06								18	2	20	20	
07								4		4	4	
08								6		6	6	
09												
10								4		4	4	
11								10		10	10	
12							4	8		12	12	
13								10	4	14	14	
14							6			6	6	
15												
16								16		16	16	
17								2		2	2	
18								18		18	18	
19								12	2	14	14	
20								2		2	2	
21							2	10		12	12	
22							2	12		14	14	
23								22		22	22	
24								20		20	20	
25							2	16		18	18	
26												
27												
28												
29												
30								4		4	4	
31								14		14	14	
Total							20	230	8	258	258	

MONTHLY TOTAL, AIR TRAFFIC COUNTS (2016-2022)

January

2016	2017	2018	2019	2020	2021	2022
3,816	4,354	3,845	3,752	4,599	4,473	4,219