



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, June 30, 2021

TIME: 3:30 p.m.

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

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

MEETING AGENDA

1. PROJECTS

- AIP project update: *DuBois & King*

2. MINUTES

- 5/20/21 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

5. NEW BUSINESS

- Commercial permit applications, FY 2022
- Environmental assessment, phase II, draft contract with *DuBois & King*
- West apron helicopter operations

6. CORRESPONDENCE:

- Draft contract, agreement for professional engineering services (*DuBois & King*): environmental assessment, phase II, for taxiway C re-location and runway 17/35 paved safety areas
- *New England Aircraft Detailing*, request for waiver of office space requirement and aircraft tie-down requirement, on behalf of FY 2022 commercial permit application
- 6-7-21 letter from R. Maguire to D. Lawson, of *Norfolk County Mosquito Control*, re: culvert cleaning
- 6-17-21 letter from R. Maguire to C. Donovan, of *Boston Executive Helicopters*, re: 6-8-21 unauthorized helicopter operations, west apron
- 6-21-21 letter from A. Livingstone and H. Finneral, of *Textron Systems*, to R. Maguire
- 6-24-21 letter from R. Maguire to Rep. John Rogers
- 6-24-21 letter from R. Maguire to Sen. Mike Rush

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.

- 5/20/21 executive session minutes

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Wed, Jun 30, 2021 3:30 PM - 4:30 PM (EDT)

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DRAFT ONLY

AIRPORT COMMISSION MEETING

REGULAR BUSINESS MEETING

May 20, 2021

In Attendance:

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

Meeting Called to Order: 3:31 PM

NCM is recording this meeting

Meeting via GoToMeeting

PROJECTS

- AIP Project update, DuBois & King
Mr. Maguire updated the Commission. The FAA grant application for permitting environmental assessment work, phase II of the Taxiway C relocation and runway 1735 paved safety area project, which was approved at the April 28th NAC meeting, was signed by the Chairman, sent to DuBois & King and forwarded to the FAA. The grant offer is still pending. The FAA grant application for Taxiway D relocation and removal of obstructions on runway approaches was approved at the April 28th NAC meeting, was signed by the Chairman, sent to DuBois & King and forwarded to the FAA. The grant offer is still pending.

MINUTES

- 4/28/21 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 discussed items not included in the written report. April 2021 was the busiest April in the past seven years. March was the same as well. Test pits were dug for the Environmental Assessment Phase 2 work. The Commission recognized the Airport manager and assistant manager on all the work they've done.

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

NEW BUSINESS

- Payment request #6, AIP No. 3-25-0037-041-2020 (environmental assessment, phase I)

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to pay request No. 6 in the amount of \$22,899.46 to DuBois & King. This is 100% covered by FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Flight Level request to address drainage improvements

Nick Burlingham representing Flight Level discussed the drainage improvements they would like to make pertaining to flooding of Building 6, and is requesting permission from the Commission for consent to proceed with the project and work with Mr.

Maguire. Mr. Ryan requested that the plan be updated.

On a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted 2/0 by roll call to approve the drainage work to be done with conditions.

Mr. Corcoran: Yes

Mr. Ryan: Yes

(Mr. Sheehan lost remote connection.)

Mr. Ryan discussed the fact that he was approached by Norwood residents asking if it was true that the FBI and US Attorney's office were in attendance at a recent Airport Commission meeting. In the meeting packet that is available online, Aviation attorney sent a letter to BEH's attorney expressing Mr. Donovan's deeply concerning behavior at the April 7th Airport Commission meeting. Mr. Donovan logged in to the Go To Meeting format separately as US Attorney from the Boston office and the FBI Boston office. NAC attorneys have alerted the appropriate officials about these actions.

CORRESPONDENCE

- 4-26-21 letter from M. Peavey, of Aerial Productions, to R. Maguire, re: request for Department of Defense support
- 4-28-21 letter from R. Maguire to C. Donovan, of Boston Executive Helicopters, LLC (BEH), re: payment received for default and DC-3 apron/west apron leases, credit balance
- Payment request #6, AIP No. 3-25-0037-041-2020 (environmental assessment, phase I)
- 5-3-21 letter from Attorney M. Makarious, of the NAC, to Attorney E. Loeffler, of BEEH, re: Norwood Memorial Airport/BEH
- 5-6-21 letter from Attorney N. Burlingham, representing Flight Level, to the NAC, re: Flight Level request for authorization to address drainage improvements
- 5-7-21 letter from R. Maguire to J. Merck, of FAA, re: independent fee estimate and record of negotiations for the following grant project: taxiway D construction and removal of obstructions from runway approaches
- 5-7-21 letter from Attorney N. Hartzell, representing Flight Level, to Attorney M. Makarious, representing the NAC, re: Flight Level Norwood, LLC, et al v. Boston

Executive Helicopters, LLC, CA Nos. 15872CV00213 and 1582CV01637; and the 4-28-21 NAC meeting

- 5-11-21 email from T. McDonough, to R. Maguire, re: BMA payments in lieu of taxes

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

Mr. Corcoran: Yes

Mr. Ryan: Yes

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

- 4-28-21 executive session minutes

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 3:52 p.m.

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

MEETING ADJOURNED: 4:02 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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Attachments

- Exhibit A – Employee Category and Hourly Salaries
- Exhibit B - Overhead Summary Sheet
- Exhibit C - Certificate of Insurance
- 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. Court Appearances

In any legal action in which the Owner requests the Engineer's professional services including as an expert witness, the Engineer shall be paid for such professional services at three times the hourly wages set forth in Exhibit A. The Engineer shall be reimbursed for direct non-salary expenses, including, but not limited to, automobile travel at the current Federal maximum rate, commercial air travel at cost, long distance telephone, subsistence, printing and reproduction.

The fee is not related to the findings of any Court concerning the adequacy or inadequacy of the Engineer's services, but is to be paid by the Owner regardless of the decision of the Court.

These services exclude payment for preparation and court appearances for any matter involving a claim against the Engineer (whether by Owner or a different party) or subject to the Engineer's obligation to indemnify and save the Owner harmless under Article H.23 below.

5. 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.
6. 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.
7. 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.
22. 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.
21. 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.

22. 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. Payment for any special cases, or additional services as defined in Article H, shall be made for labor-hours actually worked at the actual payroll rate plus 163.25% for overhead plus approved sub-consultant costs plus a fixed fee plus out-of-pocket expenses directly chargeable to the project.
- f. 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.
- g. 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.
- h. 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.

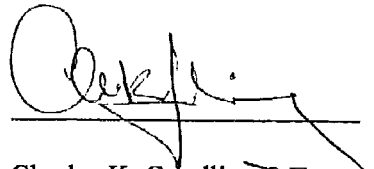
ARTICLE I - CERTIFICATIONS OF ENGINEER

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.



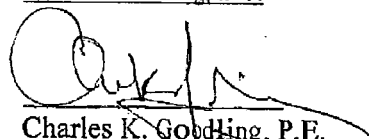
Charles K. Goodling, P.E.
President

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.



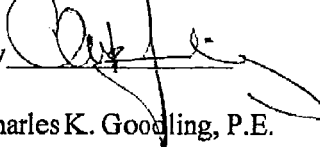
Charles K. Goodling, P.E.
President

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

	<u>HOURLY SALARY 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

DUBOIS & KING, INC.

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD – WITH FIELD RATE

YEAR ENDED OCTOBER 31, 2019

ALLOCATIONS							
	Total	Disallowed Costs	Proposed Company Wide	Notes	Proposed Home Office	Proposed Field Office	Percentage to Field Office
DIRECT LABOR	\$ 5,430,556	\$ -	\$ 5,430,556		\$ 4,654,530	\$ 776,026 (l)	14.29%
FRINGE BENEFITS							
Holiday	\$ 251,834	\$ -	\$ 251,834		\$ 234,595	\$ 17,239 (l)	
Sick	96,797	-	96,797		89,782	7,015 (l)	
Vacation	535,199	-	535,199		499,648	35,551 (l)	
401k contributions	105,326	-	105,326		98,127	7,199 (l)	
ESOP contribution	550,000	-	550,000		524,880	25,120 (l)	
Other fringe benefits	1,561,243	(4,046)	1,557,197 (a)		1,334,674	222,523	14.29%
Total fringe benefits	3,100,399	(4,046)	3,096,353		2,781,706	314,647	
GENERAL OVERHEAD							
Salaries and wages:							
General and administration support	3,572,464	(165,866)	3,406,598 (a and b)		3,076,158	330,440 (m)	9.70%
Field labor	58,291	-	58,291		-	58,291 (l)	
Total salaries and wages	3,630,755	(165,866)	3,464,889		3,076,158	388,731	
Facilities expenses:							
Depreciation and amortization	464,447	(146,079)	318,368 (c)		311,428	6,940 (n)	2.18%
Rent and utilities	407,060	-	407,060		398,186	8,874 (n)	2.18%
Real estate taxes	82,991	-	82,991		81,182	1,809 (n)	2.18%
Office supplies	78,564	-	78,564		76,851	1,713 (n)	2.18%
Building maintenance and repairs	73,030	-	73,030		71,438	1,592 (n)	2.18%
Total facilities expenses	1,106,092	(146,079)	960,013		939,085	20,928	
General and administrative expenses:							
Computer expense	189,872	(16,457)	173,415 (d)		156,594	16,821	9.70%
Insurance	235,263	(47,826)	187,437 (e)		169,256	18,181	9.70%
Other general and administrative	269,331	(153,795)	115,536 (f)		104,329	11,207	9.70%
Marketing	99,111	(68,365)	30,746 (a)		27,764	2,982	9.70%
Telephone	97,990	(1,728)	96,262 (g)		86,925	9,337	9.70%
Vehicle and travel expenses	98,845	(17,671)	81,174 (h)		73,300	7,874	9.70%
Accounting and legal	54,737	-	54,737		49,428	5,309	9.70%
Equipment repairs and maintenance	44,850	-	44,850		40,500	4,350	9.70%
Professional licenses and fees	36,221	(1,998)	34,223 (a and i)		30,903	3,320	9.70%
Training	31,369	-	31,369		28,326	3,043	9.70%
Postage and shipping	10,019	-	10,019		9,047	972	9.70%
Subscriptions	24,656	-	24,656		22,264	2,392	9.70%
Equipment rental	3,081	-	3,081		2,782	299	9.70%
Interest expense	123,149	(123,149)	- (j)		-	-	
Federal current and deferred income taxes	138,500	(138,500)	- (k)		-	-	
State income taxes	15,673	(15,673)	- (k)		-	-	
Total general and administrative expenses	1,472,667	(585,162)	887,505		801,418	86,087	
Total general overhead	6,209,514	(897,107)	5,312,407		4,816,661	495,746	
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD	\$ 9,309,913	\$ (901,153)	\$ 8,408,760		\$ 7,598,267	\$ 810,393	
INDIRECT COST RATE AS PERCENTAGE OF DIRECT LABOR					163.25%	104.43%	

FAR References & Notes (see Note C)

- (a) 31.205-1 Public Relations and advertising costs have been disallowed.
- (b) 31.205-6 Compensation for personal services related to incentive compensation has been disallowed.
- (c) 31.205-49 Goodwill amortization has been disallowed.
- (d) 31.201.1 General allowability for expenses related to the subsequent financial reporting period have been disallowed.
- (e) 31.205-19 Insurance and indemnification for key officer life insurance premiums on behalf of the stockholders have been disallowed.
- (f) 31.250-8 Contributions or donations; 31.205-14 Entertainment costs; and 31.205-47 Legal and other proceedings expenses have been disallowed.
- (g) 31.205-14 Entertainment costs have been disallowed.
- (h) 31.205-6 Compensation for personal services related to the personal use of company vehicles has been disallowed.
- (i) 31.205-22 Lobbying and political activity has been disallowed.
- (j) 31.205-20 Interest and other financial costs have been disallowed.
- (k) 31.205-41 Taxes have been disallowed.
- (l) Field employees labor and fringe specifically identified (see Note A3).
- (m) Indirect general administrative and support labor less identified field portion is allocated (see Note A3).
- (n) Accounts allocated at a lower percentage to field offices (see facilities cost calculation in Note A3).

The accompanying notes are an integral part of this statement.

EXHIBIT "C"

CERTIFICATE OF INSURANCE



DUBO&KI-01

KLAROCQUE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kinney Pike Insurance Inc.
42 Meadow Lane
Randolph, VT 05060

CONTACT NAME: Karen Larocque
PHONE (A/C, No, Ext): (800) 296-3722 7716 FAX (A/C, No): (802) 728-4625
E-MAIL ADDRESS: klarocque@kinneypike.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Dubols & King, Inc.
PO Box 339
Randolph, VT 05060

INSURER A: Acadia Insurance

31325

INSURER B: Star Insurance Company

18023

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY					
X	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS		ADV5384526	8/7/2020	8/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					
A X	UMBRELLA LIAB X OCCUR					
	EXCESS LIAB CLAIMS-MADE		ADV5384526	8/7/2020	8/7/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A	WC0871481	8/7/2020	8/7/2021	X PER STATUTE OTH-ER E.I., EACH ACCIDENT \$ 500,000 E.I., DISEASE - EA EMPLOYEE \$ 500,000 E.I., DISEASE - POLICY LIMIT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Permitting / EA Phase II
States Listed Under Section 3A of the Workers Compensation Policy: ME, NH, NY, VT

CERTIFICATE HOLDER

CANCELLATION

Norwood Airport Commission
111 Access Road
Norwood, MA 02062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DUBOI-2

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Poole Professional B&B - TM
107 Audubon Rd, 2-305
Wakefield, MA 01880
Thomas M. Mullard

585-385-0428

CONTACT Thomas M. Mullard

PHONE (A/C, Mo, Ext): 585-385-0428

FAX (A/C, No):

E-MAIL: smiller@poole-ny.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
DuBois & King, Inc.
P.O. Box 339
Randolph, VT 05060

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability Pollution Liability		DPR9964093	08/01/2020	08/01/2021	PER CLAIM 3,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Permitting/EA Phase II

CERTIFICATE HOLDER

NORWO10

Norwood Airport Commission
111 Access Road
Norwood, MA 02062

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

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

JOB NO.:
 FILE NAME: EA-Blank.xls
 3/4/2021

Norwood Memorial Airport
 Environmental Assessment Phase II
 Taxiway C Relocation and
 RW 17-35 Paved Safety Area
 Article A - Collection of Data

DUBOIS & KING, INC.

	CATEGORIES OF LABOR										TOTAL HOURS
	PROJECT DIRECTOR	PROJECT MANAGER / ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	WETLAND SCIENTIST	SENIOR TECHS. / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT	
Article A - Collection of Data											
1 Define Scope and prepare project budget, meet with OVID		24									56
2 Attend Pre-Design Conference & Prepare Memorandum	8	6									12
3 Determine Limits of Survey		1	4	8							13
4 Reduce field survey, plot notes, add wetland flagging & prepare existing cond. Plan		2	4					24			30
Total Hours:	30	33	8	8	0	0	0	24	0	8	111
Total Hours:	27.03%	29.7%	7.2%	7.2%	0.0%	0.0%	0.0%	21.6%	0.0%	7.2%	
Hourly Rate:	\$60.00	\$53.00	\$48.00	\$45.00	\$40.00	\$55.00	\$45.00	\$30.00	\$0.00	\$30.00	
Direct Labor:	\$1,800	\$1,749	\$384	\$360	\$0	\$0	\$0	\$720	\$0	\$240	
Fringe Costs @ 163.25% =					\$8,576						\$5,253
Fixed Fee 12.0% =					\$1,659						\$15,488

JOB NO.: FILE NAME: EA-Blank.xls 1/22/2021		Norwood Memorial Airport Environmental Assessment Phase II Runway C Relocation and RW 17-35 Paved Safety Areas Article A - Collection of Data		DUBOIS & KING, INC.						
		CATEGORIES OF LABOR								
		PROJECT MANAGER / SUPERVISOR ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	SENIOR TECHS. / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT	TOTAL HOURS
Article A - Collection of Data - Direct Expenses										
I. Subistence										
Transportation:										
Meals:										
Rooms & Lodging:										
II. Project Support Expenses										
III. Land Survey (subconsultant)										
IV.										
SUMMARY:		Sub Total Expenses =								
Total Labor =		\$15,488								
Total Direct Expenses =		\$9,204								
Total Price =		\$23,692								

[illegible]

JOB NO.: FILE NAME: EA-BLANK.XLS 3/4/2021		Norwood Memorial Airport Environmental Assessment Phase II Taxway C Relocation and RW 17-35 Paved Safety Areas Article C - Permitting		DUBOIS & KING, INC.							
		CATEGORIES OF LABOR									
		Principal in Charge	Project Manager	Senior Consultant	GIS II	GIS U/Admin II	Technician/ Admin I	Graphics	Admin	TOTAL HOURS	
Article C - Permitting											
Task 1 - RSA Taxway A											
Narrative, forms, attachments		4	24	24		24				76	
Hearings			8			6				6	
Hearings						8				8	
Task 2 - RSA Taxway C SOC Request/Variance Order WOC Application											
SOC Request			4				2			2	
Variances Order/WOC Application forms, narrative, attachments				80	24	24	16			16	
Public Hearing including prep and coordination, legal aid		4	24		8		8			8	
Task 3 - RSA Taxway C Wetland Relocation Plan											
Wetland Relocation Plan, narrative and plan coordination			8		32					24	
Test Plots, and data collection		2	16		12	48				88	
Task 4 - RSA Taxway C NHESP Coord											
Test Plots, and data collection										12	
NOI Streamlined review			2	8		2				12	
Coordination				8						8	
Task 5 - RSA Taxway C Corps PCN											
PCN form and narrative, attachments			8	40		40	8			88	
Mitigation coordination				8						8	
Task 6 - RSA Taxway C MEPA Single EIR											
Prepare draft and final EIR for team review		4	8	24	48	24				108	
Prepare required attachments and figures			4	16		16				36	
File EIR - Production and Circulation			2	4			8			12	
MEI Coordination with NHESP and response to comments				16	24					42	
Task 7 - Wetland Delineation for Fence											
1 day delineation + data plots					10	10				20	
Memo			1			8				9	
Task 8 - Fence MEPA Submittals											
MEPA consultation				16						16	
NP/CEM Preparation			4	24		24				32	
Scoping session						48				48	
Circulation/production					2	8				10	
Task 9 - Fence Notes of Intent											
Narrative, forms, Attachments			8		32	32	8			72	
submittals			1	8		2				11	
pre-application			2		2	2				12	
hearing										4	
Task 10 - Fence NEPA EA Documentation											
Test, alternative and impact assessment for EA for RSA/Taxway C										48	
Task 11 - Fence Cons SVNE											
File SVNE			1		40					40	
Task 12 - Fence NHESP Coord and Review											
NOI Streamlined Review			2	2	8					9	
Plant survey and memo				24		2				12	
Task 13 - Taxway A Post Construction Monitoring Ongoing 3-5)											
Three site visits for annual monitoring		4	4		48					30	
Annual report including groundwater well data analysis		24	24		120					52	
CDC request in accordance with variance and coordination		2	2		12					18	
Task 14 - Project Management											
Project coordination, meetings, conference calls			40	24		16				80	

JOB NO.:
FILE NAME: EABLANK.XLS
3/4/2021

Newwood Memorial Airport
Environmental Assessment Phase II
Taxway C Relocation and
RW 17-33 Paved Safety Area
Article C - Permitting

DUBOIS & KINGS, INC.

CATEGORIES OF LABOR									
Principal in Charge	Project Manager	Senior Consultant	GIS II	GIS I/Admin II	Technician/Admin I	Graphics	Admin	TOTAL HOURS	
14	207	350	420	354	55	0	0	Total Project Hours =	1,403
1.0%	14.8%	24.9%	29.9%	25.2%	4.1%	0.0%	0.0%	0	0
14	207	350	420	354	55	0	0	0	0
Hourly Rates:	\$260.00	\$270.00	\$180.00	\$130.00	\$45.00	\$0.00	\$0.00	Total Project Hours =	1,403
Direct Labor:	\$3,640	\$43,470	\$99,500	\$46,020	\$4,950	\$0	\$0	Total Labor Cost =	\$228,660
Total Labor Cost =									\$228,660

I. Substance Transportation:

Meals:

Rooms & Lodging:

II. Project Support Expenses

III.

Van/Trucks
Passenger Vehicles
Trucks/Tractors/Trailers
Partial Per Diem
Full Per Diem
Hotel

Miles @
0 Miles @
Days @
Days @

\$0.560 /Mile =
\$0.560 /Mile =
Allowance =
/Day =
/Day =

\$0
\$0
\$0
\$0
\$0

Subtotal =

\$0

Telephone/Fax =
Postage =
Reproduction =
Copying =
Miscellaneous =

\$100
\$0
\$2,250
\$0
\$0

Subtotal =
Subtotal =
Subtotal =

\$0
\$0
\$0

SUMMARY:

Total Labor = \$228,660
Total Direct Expenses = \$2,250
Total Price = \$231,910

Total =

\$2,250

JOB NO.:
 FILE NAME: EA-Blank-16
 3/4/2021

Newwood Memorial Airport
 Environmental Assessment Phase II
 Taxiway C Relocation and
 RW 17-35 Paved Safety Areas
 Article D - Administrative Services

DUBOIS & KING, INC.

		CATEGORIES OF LABOR										
		PROJECT DIRECTOR	PROJECT MANAGER / SENIOR ENGINEER	PROJECT ENGINEER / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	SENIOR TECHS / DRAFTERS	TECHS / DRAFTERS	ADMIN SUPPORT	TOTAL HOURS		
Article D - Administrative Services 1 Prepare FAA Grant Application 2 Prepare Engineering Contract 3 Coordinate Grant Offer w/MAC and FAA 4 Prepare FAA, MAC reimbursement requests (12) 5 Owner Administration Assistance and Support 6 Maintain Records		8	8									
		2	8									
		2	8									
		6	24									
		8	8									
		28	60	72	0	0	0	0	128	4		
Total Hours:											288	
		9.05%	21.0%	25.2%	0.0%	0.0%	0.0%	0.0%	44.8%			
		26	50	72	0	0	0	0	128			
		Total Project Hours =									288	
Hourly Rates:		\$80.00	\$55.00	\$45.00	\$40.00	\$55.00	\$30.00	\$30.00	\$30.00			
Direct Labor:		\$1,860	\$3,180	\$3,456	\$0	\$0	\$0	\$0	\$3,840			
		Total Direct Labor =									\$12,036	
		Total Labor Cost =									\$35,487	
		Fringe Costs @ 18.25% = \$19,649										
		Fixed Fee 12.0% = \$3,802										

JOB NO.: FILE NAME: BA-Blank.xls 3/4/2021		Newwood Memorial Airport Environmental Assessment Phase II Taxiway C Relocation and RW 17-35 Paved Safety Areas Article D - Administrative Services		DUBOIS & KING, INC.					
CATEGORIES OF LABOR									
PROJECT DIRECTOR	PROJECT MANAGER / SENIOR ENGINEER	PROJECT ENGINEER / SPECIALIST	ENGINEERS / SENIOR DESIGNER	RESIDENT INSPECTOR	ELECTRICAL ENGINEER	SENIOR TECHS / DRAFTERS	TECHS. / DRAFTERS	ADMIN. SUPPORT	TOTAL HOURS
Article D - Administration - Direct Expenses									
I. Subistence									
Transportation:									
Meals:									
Rooms & Lodging:									
II. Project Support Expenses									
SUMMARY:									
Total Labor = \$35,487									
Total Direct Expenses = \$880									
Total Price = \$36,367									

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 5/19/21—6/21/21

— Major Projects/Issues—

Taxiway D Construction/Runway Approaches - Obstruction Removal

Throughout this period, airport management worked with our engineering/planning firm, *DuBois & King*, as well as FAA, to ready this project for construction. Bids had been opened on 4/20, and the Airport Commission is now waiting on an FAA grant offer.

***Flight Level* Hangar Construction**

The Airport Manager (AM) participated in weekly construction meetings organized by *Flight Level*, as the fixed-base operator continues work toward completion of its new hangar south of the *Maj. Mark C. Welch Administration Building*. On the critical path is completion of the new hangar door.

Monthly Revenues

For the month of May, one deposit was posted to the Treasurer's office. This totaled \$53,293.30 in payments (see *Attachment A*).

Monthly Fuel Flowage

For the month of April, *Flight Level's* bills of lading for fuel totaled 47,029 gallons. At \$.07/gallon, the Town received \$3,292.03 in flowage fees, as shown in the May financial report (*Attachment A*).

— Informational Updates —

RSAT Meeting

On 6/10, for the annual runway safety action team (RSAT) meeting, the AM met with FAA officials as well as Norwood's air traffic control tower Manager Diana Novellano. This year,

FAA was briefed on two anticipated grant projects: (1) the construction/re-location of taxiway D's easternmost section, to prevent a direct runway-to-parking apron connection; and (2) the removal of vegetative obstructions from the runway 28's airspace. Some operational safety issues specific to the taxiway D project were discussed, such as construction escorts, ground traffic movements, FOD, the positioning of lighted barricades, and dust control. Other non-grant project issues that were discussed at the RSAT meeting included wildlife issues at the airport, Norwood's VFR noise abatement procedures, and our authorized helicopter operating areas.

Air Traffic Count

For the Norwood Airport's May 2021 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 May. This was the busiest month of May in seven years.

May Financial Report

REVENUE TYPE	AMOUNT THIS PERIOD	FY 2021 YTD	FY 2020	FLN FBO ¹ THIS PERIOD	BEH FBO ² THIS PERIOD
Land Leases	\$48,951.27	\$248,020.96	\$205,921.83	\$14,146.56	\$31,000.00
Fuel Flowage Fees	\$3,292.03	\$29,469.65	\$30,405.27	\$3,292.03	\$0
Aircraft Tie-Down Leases	\$0	\$0	\$0	\$0	\$0
Security Badge Fees	\$1,050.00	\$5,400.00	\$4,700	\$50	\$0
Revolving – Insurance Recovery	\$0	\$2,718.90	\$0	\$0	\$0
General ³	\$0	\$0	\$360	\$0	\$0
Landing Fees	\$0	\$27,352.00	\$35,884.80	\$	\$0
TOTAL	\$53,293.30	\$312,961.51	\$277,271.90	\$17,488.59	\$31,000.00

¹ Flight Level Norwood, LLC

² Boston Executive Helicopters, LLC

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



FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood		Location: Norwood, MA		Mo.		Yr.		Location Ident.						
				0	5	2	1		0 W D					
Airport Operations Count				Facility Operating Hours → 1 5 0										
ITINERANT														
IFR						VFR								
Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops	Total Airport Operations
01		1	12		13			157		157	46		46	216
02		4	7		11		5	195		200	56		56	267
03			17		17			154		154	124		124	295
04		1	13		14			6		6	60		60	80
05		11	13		24									24
06		4	8	1	13		4	156		160	206		206	379
07		2	11		13		1	161		162	168		168	343
08		2	12		14		1	176		177	170		170	361
09			11		11			156		156	92		92	259
10		1	18		19		3	88		91	162		162	272
11		4	11		15			79		79	40		40	134
12			19		19		1	99		100	106		106	225
13		3	18		21		2	178		180	144		144	345
14		5	12		17		14	148		162	154		154	333
15		2	12		14		4	141		145	144		144	303
16		6	23		29		4	113		117	80		80	226
17		7	13	2	22			107		107	110		110	239
18		3	10		13		4	133		137	90		90	240
19		3	10	1	14		2	117	6	125	140		140	279
20			17		17		9	141		150	148		148	315
21			15		15		7	130		137	144		144	296
22		2	11		13		1	120		121	80		80	214
23		6	24		30			85		86	108		108	224
24		6	10		16		2	150		152	124		124	292
25		4	13		17		5	91		96	104		104	217
26		5	11		16			97		97	102		102	215
27		8	15		23		3	153		156	190		190	369
28		8	20		28		2	140		142	110		110	280
29		3	7		10									10
30		5	7		12									12
31		18	47		65			20		20	2		2	87
Total		124	447	4	575		75	3491	6	3572	3204		3204	7351

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



FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0

Yr.

2

Loc Ident.

O

W

D

OVERFLIGHT COUNT

IFR OVERFLIGHTS

VFR OVERFLIGHTS

Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	Total Overflights
01								12	2	14	14
02								8		8	8
03								30		30	30
04							6			6	6
05											
06							4	24	4	32	32
07								32		32	32
08							2	8		10	10
09								26		26	26
10								14		14	14
11							6	20		26	26
12								14	2	16	16
13								20		20	20
14								17	4	21	21
15							4	18		22	22
16								14		14	14
17								22		22	22
18							4	30	4	38	38
19							2	20		22	22
20								24		24	24
21								22		22	22
22								18		18	18
23								12		12	12
24							2	26		28	28
25								12	6	18	18
26								8		8	8
27								26		26	26
28							4	26	2	32	32
29											
30		2			2						2
31							4	4		8	8
Total		2			2		38	507	24	569	571

MONTHLY TOTAL, AIR TRAFFIC COUNTS (2015-2021)

May

2015	2016	2017	2018	2019	2020	2021
5,483	5,590	6,119	6,810	4,641	2,257	7,922



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

June 7, 2021

Norfolk County Mosquito Control (NCMC)

Attn: David A. Lawson, Director

144 Production Road, Suite C

Walpole, MA 02081

RE: Recent Culvert Cleaning at Norwood Memorial Airport

Dave,

I hope that all is well. I wanted to send along a letter of thanks for the work recently completed by some of your staff here at the airport. Under the direction of Caroline Haviland, an NCMC crew was able to clear the channel within a troublesome culvert where we had been having some drainage issues. The project lasted about a week, and the crew was very cooperative and hard working.

Please extend my thank you to everyone involved with this project. Their efforts were much appreciated.

Sincerely,

Russ Maguire, Manager
Norwood Memorial Airport

Cc: *Norwood Airport Commission*



New England
Aircraft Detailing

Request for waiver

New England Aircraft Detailing, upon approval would like to request a waiver from a commercial tie-down, since we do not operate any aircrafts for our business.

New England Aircraft Detailing, upon approval would also like to request a waiver of a 200 square feet office space since we are completely mobile and have one central office.

508-640-5832

299 Main Street, Webster, MA 01570
Mark@NEADetailing.com
www.NewEnglandAircraftDetailing.com



The TOWN OF NORWOOD

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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

June 17, 2021

BY ELECTRONIC MAIL ONLY

Boston Executive Helicopters, LLC

Attn: Chris Donovan, Sr., President

209 Access Road

Norwood, MA 02062

RE: BEH Helicopter Landing on West Apron, June 8, 2021

Chris,

At about 1:35 p.m. last Tuesday, June 8, you landed your company helicopter (N10MY) on the west apron. Another company, *Blue Hills Helicopters* (BHH), performed a helicopter run-up on the west apron that same day. I spoke with the new BHH owner by phone last Tuesday, telling him that the west apron was not authorized for helicopter operations, and he agreed to refrain from doing so in the future.

As you're well aware, the west apron is not an authorized helicopter operating area at this airport. This has been true for some time as demonstrated in our 2011 correspondence shown in *Attachment A*. Furthermore, last Tuesday, you landed N10MY next to *Flight Level's* fuel farm, and in the process, you performed a pedal turn in a manner that brought N10MY's tail rotor in close proximity to a parked, unattended mobile fuel truck stationed at the *Flight Level* fuel farm.

The Norwood Airport Commission, FAA and MassDOT agreed to finance the construction of four helicopter parking circles on the northernmost end of the north/south taxi-lane, and to re-authorize this space for helicopter operations. Since then, BEH has been operating its helicopters from these parking circles. This is the only authorized helicopter operating area on the north quadrant of the airport.¹

¹ Unfortunately, the June 8 landing was not the first time BEH has landed a helicopter on an unauthorized part of the airport. See *Attachment B*.

In short, please refrain from operating helicopters anywhere outside of the authorized areas on the airport, and advise any BEH customers, including BHH, to also utilize only those authorized areas.

Failure to comply with these basic airport safety rules may result in enforcement action by the Commission.

Sincerely,

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

Russ Maguire, Manager
Norwood Memorial Airport

Cc: Norwood Airport Commission
Tony Mazzucco, Norwood Town Manager
Jorge Panteli, Compliance Officer, FAA Airports Division, New England Region
Ron Curtis, Manager, FAA, Boston Flight Standards District Office (FSDO)
Stephen Brown, Manager, FAA, Aviation Safety Program Manager, Boston FSDO
Diana Novellano, Manager, Norwood Air Traffic Control Tower

ATTACHMENT A

Zimbra

rmaguire@norwoodma.gov

Re: Helicopter proposed changes, Norwood Airport

From : Russ Maguire, A.A.E. ,ACE <rmaguire@norwoodma.gov> Mon, Jan 10, 2011 11:18 AM
Subject : Re: Helicopter proposed changes, Norwood Airport
To : CHRISTOPHER DONOVAN
<christopherdonovan1@gmail.com>
Bcc : Tom Wynne <c21tjwynne@norwoodlight.com>,
aerial172 <aerial172@aol.com>, donna
<donna.witte@faa.gov>, Christopher Willenborg
<Christopher.Willenborg@state.ma.us>

Hi Chris,

Thanks for your e-mail. I'll address your last questions/issues in reverse order. First: The next regularly scheduled public meeting of the Norwood Airport Commission (NAC) is this Wednesday (Jan. 12) at 4 p.m. Public notices on all NAC meetings are posted at the Town Clerk's office in the Town Hall, at least 48 hours prior to the meeting. As a rule of thumb: The NAC tentatively meets every second Wednesday of the month at 4 p.m. here at the airport. But again, these meetings are posted. And you're certainly welcome to call or e-mail me regarding these meeting times/dates.

Second: I was informed that MassDOT's review was through the agency's legal counsel (for legal/regulatory matters) and Dick Bunker (for safety). In a telephone conversation with MassDOT Administrator, Chris Willenborg, while the draft procedures apparently passed muster with both reviewers, Mr. Willenborg was aware of the concerns posed by yourself and some of the other helo operators here. He was also aware that the NAC was to convene a working group meeting last week, in order to address these issues. So Mr. Willenborg opted to hold off on correspondence related to the draft procedures until issues could be properly addressed at the local level. As for FAA, its primary focus was FlightLevel's use policy for the north apron. As a result, FAA's Compliance Officer, Donna Witte, was faxed a copy of said policy. In a follow-on telephone conversation, Ms. Witte recommended one change, which, in a cover memo, was then communicated by my office to FlightLevel. FlightLevel incorporated the requested change. (The cover memo, plus initial/final drafts of the FlightLevel use policy are to be included in your company's public records request.)

Third: Regarding your input draft helicopter guidelines, Commissioner Wynne did note at last week's working group meeting that these would be reviewed and considered as part of our drafting (e.g., re-drafting) efforts.

Four: Regarding use of the west apron for helicopter operations, as mentioned after the working group meeting, this apron was re-constructed in 2006 with federal/state AIP funding. The approved design was for fixed-wing aircraft tie-downs. In order to re-address this area for helicopter operations, I

would urge you to re-draft this request as a stand-alone document on your company letterhead, and address the document to the Norwood Airport Commission. If the NAC considers this a viable option, the board will then most likely request FAA's consideration--and approval--since use of the apron would need to be modified to accommodate helicopter activity.

Finally, I concur on the need to continue open dialogue and cooperation. That said, I would fully expect another working group meeting in the next few weeks for the purpose of "final drafting" those helicopter procedures not included in our airport regulations.

Thanks.

Russ

----- Original Message -----

From: "CHRISTOPHER DONOVAN" <christopherdonovan1@gmail.com>

To: "Russ Maguire, A.A.E. ,ACE" <rmaguire@norwoodma.gov>

Sent: Friday, January 7, 2011 5:53:25 PM GMT -05:00 US/Canada Eastern

Subject: Helicopter proposed changes

Dear Russ,

Thank you for the helicopter operators work group meeting we held on Thursday January 6, 2011.

As we discussed after the meeting, with the congestion at Norwood Airport and the increase in the number of helicopters I would ask that you allow helicopter operations on the "West" apron where you currently have tie downs? I would also ask that you take in to consideration our input and we meet again if necessary to discuss helicopter operations and any proposed rules changes.

The front row could be used for Helicopter operations and allow direct access to approach and departure paths and more room for operations on the "North" ramp.

I would also ask that you and the commission consider our input draft helicopter guidelines which I have attached a copy of.

Mr. Wynn and you stated that the FAA and the Massachusetts Department of Transportation had signed off on the proposed draft helicopter restrictions. Could you please send me a copy of their approval (FAA and DOT) and list the approval persons contact information?

Could you also update me on the the date and time of the next Norwood Airport Commission regularly scheduled meeting. Is this meeting posted in a location

I can check on?

I look forward to working with the Commission and you in insuring our airport operates safely and fairly to all stake holders and the general aviation community.

I am available any time should you have and questions or need anything from me our Boston Executive Helicopters.

Thank you,

Christopher Donovan
President, Boston Executive Helicopters
781-603-6186

The preceding e-mail message (including any attachments) contains information that may be confidential, may be protected by the attorney-client or other applicable privileges, or may constitute non-public information. It is intended to be conveyed only to the designated recipient(s) named above. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

--

Russ Maguire, A.A.E., ACE
Manager, Norwood Memorial Airport
Business phone (781) 255-5616

ATTACHMENT B



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

125 Access Road
Norwood, MA 02062

MAILING ADDRESS

125 Access Road
Norwood, MA 02062

BY E-MAIL, HAND DELIVERY AND REGULAR MAIL

March 21, 2014

Chris Donovan, President
Boston Executive Helicopters (BEH)
125 Access Road
Norwood, MA 02062

RE: Unauthorized Helicopter Operations

Dear Chris:

Please see enclosed the following:

- Tab A:** Five video stills showing BEH helicopter, N6089J, having taxied up the gate 3 taxi-lane, landing just off the gate 3 taxi-lane, in the gate 3 taxi-lane TOFA. This operation took place in close proximity to an electrical transformer, picnic tables, the *Boston Air Charter* office and t-hangars. The helicopter is then ground-handled into BEH's t-hangar. The video stills are date/time-stamped March 1, 2014, from 6:04 p.m. until 6:15 p.m.
- Tab B:** A July 20, 2011 letter from Norwood Town Counsel, to BEH attorney, Joshua Fox, referencing helicopter take-offs/landings from the Norwood Airport's three gate lanes and the north/south taxi-lane.
- Tab C:** A June 13, 2011 letter from BEH attorney, Joshua Fox, to my office.

As noted in the video stills (Tab A), the operation of your company aircraft on March 1, 2014 was in close proximity to an electrical transformer, picnic tables, the *Boston Air Charter* office

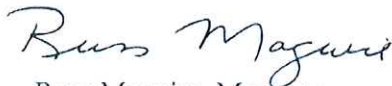
and t-hangars. Please be advised, again, that helicopter operations—to include take-offs/landings—from any of the Norwood Airport's three gate lanes, or the north/south taxi-lane, are not authorized.

As noted in Tabs B and C, this operational restriction—which is very much grounded in safety concerns—was addressed once before. My position has not changed or wavered.

In recent years especially, the Norwood Airport Commission (NAC) has gone to great length to accommodate the helicopter operators at this facility. This is especially true for helicopter operators, like BEH, which are based on the airport's north quadrant. The board's efforts have included FAA filings to convert for helicopter operations a non-movement operating area which had been used largely by fixed-wing aircraft. This modification to standard allowed the NAC to then build—at federal, state and local expense—four helicopter parking circles, which are authorized for helicopter take-offs and landings. In turn, these parking circles are a short distance from BEH's hangar, thus requiring minimal effort on your company's part to ground-handle its aircraft back and forth.

I expect your company's full compliance on this matter. Thank you.

Sincerely,



Russ Maguire, Manager
Norwood Memorial Airport

w/o attachments

CC: Norwood Airport Commission, Norwood Town Counsel, Rollins, Rollins & Fox

TEXTRON Systems

21 June 2021

Russ Maguire, M.S., A.A.E., Airport Manager
111 Access Road
Norwood, MA 02062

Dear Mr. Maguire,

On behalf of Textron Systems and the CSS-155 product team, we would like to extend our gratitude for your support to our recent captive flight testing on your grounds. Your generous accommodation of our team's ground and air operations at Norwood Memorial Airport allowed us to achieve test objective which would have taken months to schedule and execute at more traditional DoD-controlled test arenas.

Following the effective demonstration of our equipment and the collection of data crucial to our program's success, our product team is progressing towards subsequent program milestones for advanced demonstration of our sensor technology and eventual delivery to our Army customer and the Warfighter.

We thank you and the Norwood Memorial Airport for support of our program and your contribution in improving our national security.

Sincerely,



ABEL LIVINGSTONE
CSS-155 Program Engineer



HENRY FINNERAL
Senior Vice President
Weapon Systems



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

BY ELECTRONIC MAIL ONLY

June 24, 2021

The Honorable State Representative John Rogers
Massachusetts State House
24 Beacon Street, Room #162
Boston, MA 02113

RE: Bill S2305 – An Act to Mitigate the Climate Impact of Private and Corporate Air Travel

Dear Representative Rogers,

On behalf of Norwood Memorial Airport, I'm writing to express my concern regarding the above referenced bill filed by State Senator Julian Cyr. I believe this proposed bill, if enacted, would seriously impact general aviation: a vital transportation sector that supports commerce, tourism, workforce development, medical/humanitarian missions, and recreational opportunities throughout Massachusetts.

In 2019, the MassDOT/Aeronautics Division completed a *Statewide Airport Economic Impact Study* which quantified the economic impact of our airport system. As it turns out, the Massachusetts airports account for nearly \$25 billion annually. The same MassDOT study showed that more than 199,000 direct/indirect jobs were created as a result of our 39 public-use airports. In fact, locally, the MassDOT study showed that 467 direct/indirect jobs have been created as a result of the Norwood Airport, with our economic output alone accounting for more than \$59 million annually.

Senator's Cyr's proposed bill, if enacted, would severely impact businesses throughout Massachusetts, likely causing businesses to either close or to re-locate to neighboring states. Unfortunately, when general aviation aircraft leave the state, the good paying jobs that support them—namely, air traffic controllers, maintenance technicians, flight instructors, FBO staff, and allied businesses—often go with them. So while this legislation attempts to impose a \$1,000 landing fee against aircraft owners, considerable impact would be incurred collaterally across the airport system's workforce.

It should be noted that our industry does recognize the importance of working with stakeholders to reduce the impact of fossil fuels and carbon emissions. For instance, the aviation industry and members of Congress are working on policies to scale up sustainable aviation fuel production to reduce greenhouse gas emissions; and last year, the MassDOT/Aeronautics Division funded propane- and solar-operated airfield mowing equipment statewide. While locally, at the Norwood Airport, we've begun to implement solar equipment and LED lighting to reduce our carbon footprint.

In closing, I respectfully request your opposition to Bill S2305 filed by State Senator Julian Cyr.

Please feel free to contact me with any questions that you may have. I can best be reached by e-mail or phone, at 781-255-5615.

Your continued support of Norwood Memorial Airport and our regional economy is greatly appreciated.

Sincerely,

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

Russ Maguire, Manager
Norwood Memorial Airport



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

111 Access Road
Norwood, MA 02062

MAILING ADDRESS

111 Access Road
Norwood, MA 02062

BY ELECTRONIC MAIL ONLY

June 24, 2021

The Honorable State Senator Michael Rush
Massachusetts State House
24 Beacon Street, Room #109-C
Boston, MA 02113

RE: Bill S2305 – An Act to Mitigate the Climate Impact of Private and Corporate Air Travel

Dear Senator Rush,

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Your continued support of Norwood Memorial Airport and our regional economy is greatly appreciated.

Sincerely,

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Russ Maguire, Manager
Norwood Memorial Airport