

NORWOOD AIRPORT COMMISSION

POSTING

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

DATE: Wednesday, November 18, 2020

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 four of the agenda.

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

MEETING AGENDA

1. PROJECTS

- AIP project update: *DuBois & King*

2. MINUTES

- 10/14/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

- *Southern Airways* parking in main lot

5. NEW BUSINESS

- Snow removal contract, *P.J. Hayes, Inc.*
- Snow removal contract, *Ciavattone Construction*
- FAA payment request #2, environmental assessment, phase 1; AIP No. 3-25-0037-041-2020
- FAA payment request #2, post construction monitoring (years 1,2); AIP No. 3-25-0037-039-2020
- AIP No. 3-25-0037-039-2020, yearly close-out report
- AIP No. 3-25-0037-041-2020, yearly close-out report
- *ATP* flight school, signage request
- *Taso's Euro Café* handicapped parking change
- *Flight Level*, vehicle parking outside gate 3 taxi-lane, object-free area

6. CORRESPONDENCE:

- CY 2020-2021 snow removal contract: NAC – *Francis D. Ciavattone, Jr. Construction Company*
- FAA payment request #2, environmental assessment, phase 1; AIP No. 3-25-0037-041-2020
- FAA payment request #2, post construction monitoring (years 1,2); AIP No. 3-25-0037-039-2020
- AIP No. 3-25-0037-039-2020, yearly close-out report
- AIP No. 3-25-0037-041-2020, yearly close-out report
- 10/19/20 letter from K. Willis, of FAA Headquarters, to M. Ryan, of the NAC, re: FAA approval of Part 16 corrective action plan
- 10/22/20 letter from G. Lattrell, of FAA, to M. Ryan, of the NAC, re: reinstatement of discretionary project funding
- 10/23/20 e-mail (w/attachments) from R. Maguire, to R. Dach, of *Southern Airways*
- 10/26/20 letter (w/exhibits) from N. Burlingham, of *Flight Level*, to the NAC, re: request for approval of compliant site design for *Taso's Euro Café* revised handicapped parking
- 10/30/20 letter from J. Panteli, of FAA, to M. Ryan, of the NAC, re: FAA approval of requested change (1.1 acres) from aeronautical use to non-aeronautical use

- 11/16/20 letter from N. Burlingham, of *Flight Level*, to the NAC, re: Commission approval of *ATP* signage
- 11/16/20 letter from N. Burlingham, of *Flight Level*, to the NAC, re: Commission approval of compliant parking for Lot G building tenants; with *Norwood Engineering* exhibits (2 sheets)

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

- 10/14/20 executive session minutes

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

Norwood Airport Commission Regular Business Meeting

Wed, Nov 18, 2020 3:30 PM - 4:30 PM (EST)

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

<https://global.gotomeeting.com/join/274806493>

You can also dial in using your phone.

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

Access Code: 274-806-493



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

New England Region

1200 District Avenue
Burlington, MA 01803

October 30, 2020

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

Dear Mr. Ryan:

The FAA has reviewed your request to change 1.1 Acres of land from aeronautical use to non-aeronautical use at Norwood Memorial Airport, Norwood, MA. We approve your request for this land use change.

I have reviewed the draft Exhibit "A" Property Map reflecting the non-aeronautical use of the land. Please use the date of this letter as the date of FAA approval and note that on the Exhibit A.

If you have any questions, please contact me at 781-238-7618.

Sincerely,



Jorge E. Panteli

CC: Gail Lattrell – FAA
Julie Seltsam-Wilps – FAA
Michelle Ricci – FAA
John Merck – FAA

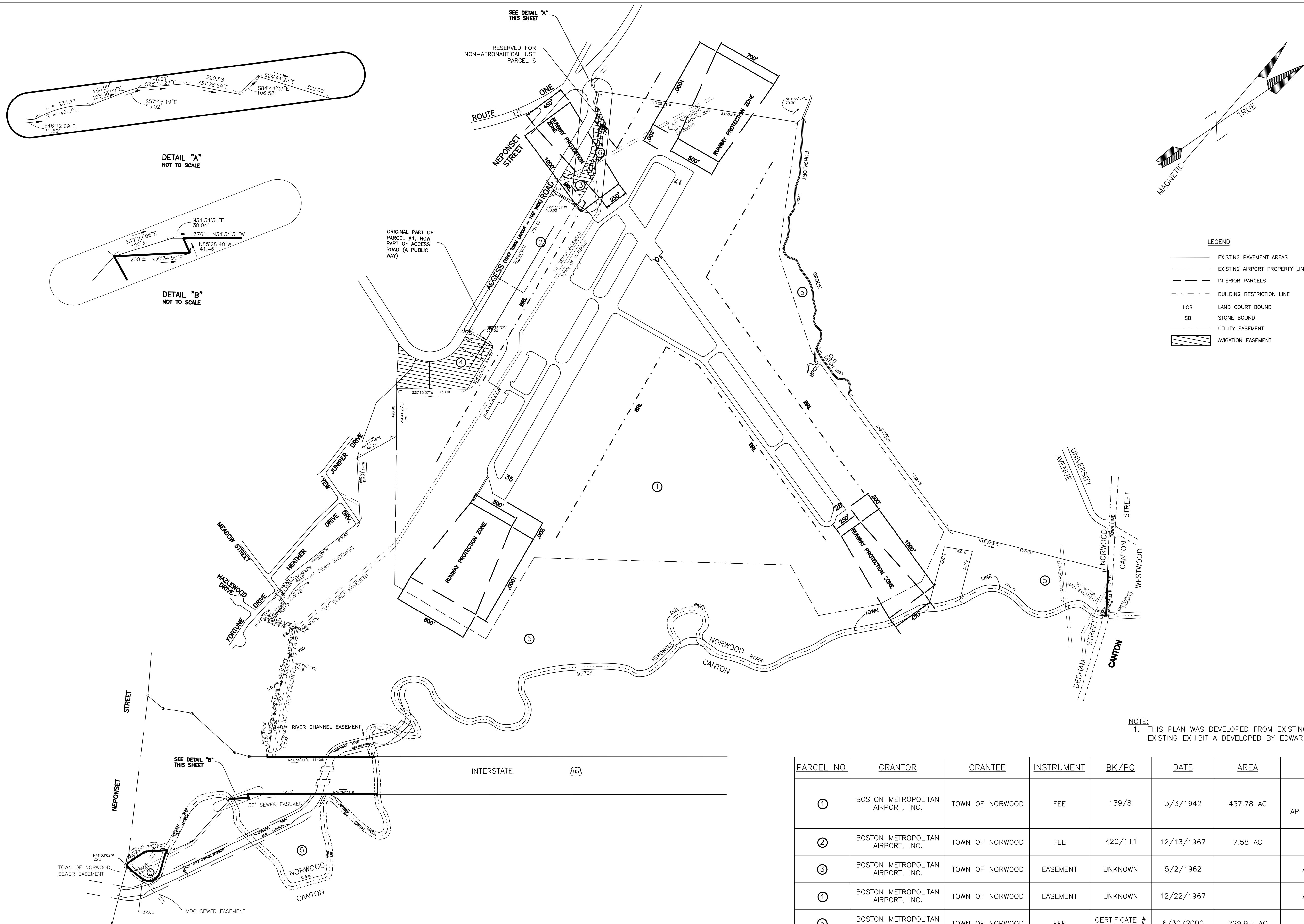
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NORWOOD
MEMORIAL AIRPORT
NORWOOD, MA

DRAWN BY EFM	DATE OCT. 2020
CHECKED BY JAA	D&K PROJECT # 10800X
PROJ. ENG. RLT	D&K ARCHIVE #

SHEET NUMBER

1



PARCEL NO.	GRANTOR	GRANTEE	INSTRUMENT	BK/PG	DATE	AREA	REMARKS
①	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	139/8	3/3/1942	437.78 AC	GIFT, LAND COURT CASE NO. 15269 AP-4 AFFECTED PROPERTY
②	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	420/111	12/13/1967	7.58 AC	
③	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	EASEMENT	UNKNOWN	5/2/1962		AVIGATION EASEMENT
④	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	EASEMENT	UNKNOWN	12/22/1967		AVIGATION EASEMENT
⑤	BOSTON METROPOLITAN AIRPORT, INC.	TOWN OF NORWOOD	FEE	CERTIFICATE # 157902	6/30/2000	229.9± AC	PURCHASE
⑥		TOWN OF NORWOOD	AGREEMENT		10/30/2020	1.1 AC	FAA RELEASE LETTER DATED 10/30/2020



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

Office of Airport Compliance
and Management Analysis

800 Independence Ave., SW.
Washington, DC 20591

October 19, 2020

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

Dear Mr. Ryan:

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

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

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

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

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

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

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

Sincerely,



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

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



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

New England Region

1200 District Avenue
Burlington, MA 01803

October 22, 2020

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

Dear Mr. Ryan:

The Airport Compliance Office in Washington D.C. has concluded the Part 16 Directors Determination between Boston Executive Helicopters and the Town of Norwood, Massachusetts dated October 30, 2018. The Compliance office, in a letter dated October 19, 2020, has found that the Town of Norwood, airport Sponsor, and the Airport Commission have successfully completed the Corrective Action Plan outlined in the October 30, 2018 letter.

The New England Region Federal Aviation Administration (FAA) will reinstate discretionary project funding for future Capital Improvement Program that require such funding. This action does not obligate discretionary funding, rather it makes discretionary funding available for future eligible projects.

If you should have any questions, please contact Jorge Panteli, Compliance and Land Use Specialist, at (781) 238-7618.

Sincerely,

**GAIL B
LATTRELL**

Gail B. Lattrell
Director, Airports Division

Digitally signed by GAIL B
LATTRELL
Date: 2020.10.21 11:29:38
-04'00'

CC: Kelly Slusarski – FAA
Julie Seltsam-Wilps – FAA
Jorge Panteli – FAA
Lisa Lesperance – FAA
Michelle Ricci – FAA
John Merck – FAA
Jeff DeCarlo – MassDOT
Tracy Klay – MassDOT



**FLIGHTLEVEL
AVIATION**

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

October 26, 2020

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

Re: Taso's Euro Style Cafe (Handicapped Parking)

Dear Sirs,

By letter dated October 5, Taso's Euro Cafe ("Taso's") was placed on notice by the Mass. Division of Public Licensure, Office of Public Safety and Inspections, Architectural Access Board (the "Access Board"), that the handicapped parking spaces available to its customers and invitees in the airport's public parking lot did not comply with M.G.L. c. 22, § 13A and the Rules and Regulations (521 CMR) promulgated thereunder. A copy of the notice letter is attached as Exhibit A.

FlightLevel Norwood, LLC ("FlightLevel") responded to the Access Board on behalf of Taso's, and retained Norwood Engineering to prepare a compliant site design, which was then vetted and pre-approved by the Access Board, as reported by Access Board Compliance Officer Marc Lesser. A copy of the compliant site design is attached as Exhibit B, and a copy Mr. Lesser's 10-16-20 11:01 am email is attached as Exhibit C.

Mr. Lesser's email contains the additional guidance that because the lot is shared by other businesses, the total number of accessible spaces must meet the specification set forth at 521 CMR 23.2.1 (see specification, Exhibit A at p. 3).

Taso's is an important contributor to the airport community, and a source of significant business activity at the airport. Relocating two of the existing handicapped spaces from the bottom of the observation hill to in front of Taso's will better serve the community and the interest of safety. FlightLevel respectfully requests that the Airport Commission approve the compliant site design, and have the handicapped parking in the airport's public lot reconfigured accordingly, and in a manner consistent with 521 CMR 23.2.1.

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

Respectfully submitted,

Nick Burlingham
General Counsel
860-941-1129

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781.769.8680 FAX 781.769.0476 OR 781.769.7159

EXHIBIT A

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALLY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT



**Commonwealth of Massachusetts
Division of Professional Licensure
Office of Public Safety and Inspections
Architectural Access Board**

1000 Washington St., Suite 710 Boston MA 02118
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA
COMMISSIONER, DIVISION OF
PROFESSIONAL LICENSURE

TO: Tasos Euro Cafe
125 Access Road
Norwood, MA 02062

Docket Number C 20 010

RE: Tasos Euro Cafe
125 Access Road
Norwood, MA

DATE: 10/5/2020

Enclosed please find a copy of the following material regarding the complaint against the above location:

- | | |
|--|---|
| <input checked="" type="checkbox"/> First Notice | <input type="checkbox"/> Stipulated Order |
| <input type="checkbox"/> Second Notice | <input type="checkbox"/> Letter of Meeting |
| <input type="checkbox"/> Notice of Hearing | <input type="checkbox"/> Application for Variance |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Decision of the Board |

Please review all enclosed documents carefully.

cc: Local Building Inspector
Independent Living Center
Local Commission on Disability
Complainant



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

Commonwealth of Massachusetts
Division of Professional Licensure
Office of Public Safety and Inspections
Architectural Access Board

1000 Washington St., Suite 710 Boston MA 02118
V: 617-727-0660 www.mass.gov/aab Fax: 617-979-5459

EDWARD A. PALLESCHI
UNDERSECRETARY OF CONSUMER
AFFAIRS AND BUSINESS REGULATION

LAYLA R. D'EMILIA
COMMISSIONER, DIVISION OF
PROFESSIONAL LICENSURE

October 5, 2020

Docket Number C20 010

Tasos Euro Cafe
125 Access Road
Norwood, MA 02062

RE: Tasos Euro Cafe 125 Access Road

, Norwood, MA

Dear Sir/Madam:

Upon information received by the Architectural Access Board, the facility referenced above has been reported to violate M.G.L. c. 22, § 13A and the Rules and Regulations (521 CMR) promulgated thereunder. Reported violations, include the following items:

Section: Reported violation:

23.3.1	A sign shall be located at the head of each space and no more than ten feet (3048mm) away, and at accessible passenger loading zones. Compliance Officer Marc Lesser noted on Google map photo of the accessible parking spaces serving the restaurant are not the shortest accessible route of travel from adjacent parking to the accessible entrance. Enclosed is a Google map photo of the parking lot and accessible parking spaces.
23.6.1	A sign shall be located at the head of each space and no more than ten feet (3048mm) away, and at accessible passenger loading zones. The complainant reports that the accessible parking spaces do not have accessible parking signs permanently affixed at the head of each space.

Under Massachusetts law, the Board is authorized to take legal action against violators of its regulations, including but not limited to, an application for a court order preventing the further use of an offending facility. The Board also has the authority to impose fines of up to \$1,000.00 per day, per violation, for willful noncompliance with its regulations.

You are requested to notify this Board, in writing, of the steps you have taken or plan to take to comply with the current regulations. Please note the current sections may be different from the sections that are cited above. Unless the Board receives such notification within 14 days of receipt of this letter, it will take necessary legal action to enforce its regulations as set forth above. If you have any questions, you may contact this office.

cc: Local Building Inspector
Local Disability Commission
Independent Living Center
Complainant

Sincerely,

Walter White (m.l.)

Walter White
Chairperson

521 CMR: ARCHITECTURAL ACCESS BOARD

521 CMR 23.00: PARKING AND PASSENGER LOADING ZONES

23.1 GENERAL

Any person who has lawful control of improved or enclosed private property used as off-street parking for businesses, auditoriums, sporting or recreational facilities, cultural centers, or general public use where the public has the right of access as invitees or licensees, shall cause such parking areas, including temporary parking areas to comply with 521 CMR. For parking related to residential and transient lodging facilities, See 521 CMR 8.00: TRANSIENT LODGING FACILITIES and 521 CMR 10.3, Parking Spaces.

23.2 NUMBER

Accessible spaces shall be provided as follows:

23.2.1	<u>Total Parking in Lot</u>	<u>Required Minimum Number of Accessible Spaces</u>
	15-25	1
	26-50	2
	51-75	3
	76-100	4
	101-150	5
	151-200	6
	201-300	7
	301-400	8
	401-500	9
	501-1,000	2% of total
	1,001 and over	20 plus 1 for each 100 over 1000

23.2.2 One in every eight accessible spaces, but not less than one, shall be van accessible, See 521 CMR 23.4.7.

23.2.3 Spaces required by the table in 521 CMR 23.2.1 need not be provided in a particular lot. They may be provided in a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, cost and convenience, is ensured.

23.2.4 Specialized Medical Facilities: At facilities providing medical care for persons with mobility impairments, parking spaces shall comply with the following:

- a. Outpatient units and facilities: 10% of the total number of parking spaces provided to serve each such outpatient unit or facility shall be accessible.
- b. Units and facilities that specialize in treatment or services for persons with mobility impairments: 20% of the total number of parking spaces provided, serving each such unit or facility, shall be accessible.

23.3 LOCATION

Accessible parking spaces shall be located as follows:

23.3.1 Accessible parking spaces serving a particular building, facility or temporary event shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance.

23.3.2 In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.

23.3.3 In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances, but in no case, more than three spaces from the accessible entrance.

Exception: Where accessible spaces cannot be located within 200 feet (200' = 61m) of an accessible entrance, an accessible passenger drop-off area shall be provided within 100 feet (100' = 30m) of an accessible entrance.

521 CMR: ARCHITECTURAL ACCESS BOARD

23.00: continued

23.3.4 Garages: In multi-level garages where no elevator is provided, such spaces shall all be located near the *accessible entrance*. See special van requirement in **521 CMR 23.4.7**.

23.4 PARKING SPACES

Shall comply with the following:

23.4.1 Width: *Accessible* parking spaces shall be at least eight feet (8' = 2438mm) wide, plus the *access aisle*.

23.4.2 Length: The length of *accessible* parking spaces shall be at least the same as for parking spaces generally in accordance with 780 CMR: *The State Building Code* or local zoning requirements. Parked vehicles shall not reduce the *clear* width of an *accessible route* by overhanging or protruding into it.

23.4.3 Slope: Parking spaces shall be *level* with surface slopes not exceeding 1:50 (2%) in all directions.

Exception: When *temporary accessible parking* is located within a field or otherwise unpaved area, when such *site* has not been improved in accordance with 521 CMR, the spaces shall be located on the least sloping area of the parking lot.

23.4.4 Surface: Spaces shall have a uniform, paved or hard packed smooth surface.

Exception: Temporary accessible parking spaces shall have, at minimum, a hard packed, smooth surface with a minimum amount of pooling or draining water.

23.4.5 Delineation: *Accessible spaces* shall be marked by high contrast painted lines or other high contrast delineation.

Exception: Temporary accessible parking spaces shall be easily identifiable, such as lined with field markings, paint or field tape. Traffic cones or barrels may be used to identify parking spaces where field markings, paint, or field tape cannot be used given the surface condition.

23.4.6 *Access aisles*: All *accessible spaces* shall have *access aisles* that comply with the following:

- a. Parking *access aisles* shall be part of an *accessible route* to the *building* or *facility entrance* and shall comply with **521 CMR 20.00: ACCESSIBLE ROUTE**.

Exception: For temporary accessible parking, directional signage along the entire accessible route, using the international symbol of accessibility and an arrow, shall be used to direct people to the closest accessible entrance.

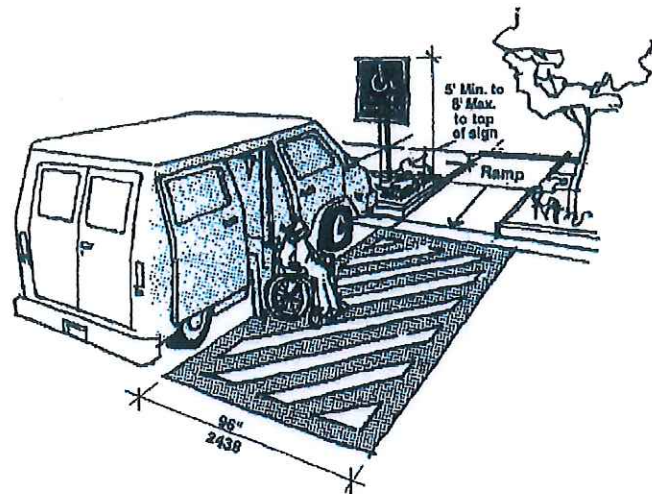
- b. *Access aisles* adjacent to *accessible spaces* shall be five feet (5' = 1524mm) wide minimum, except adjacent to van *accessible spaces* the *access aisle* shall be a minimum of eight feet (8' = 2438mm) wide.

Exception: When temporary accessible parking is located within a field or otherwise unpaved site, when such area has not been improved in accordance with 521 CMR, the spaces shall be located on the least sloping area of the parking lot in conjunction with the temporary accessible parking spaces.

- c. Two *accessible* parking spaces may share a common *access aisle*. See Fig. 23a and 23b.

521 CMR: ARCHITECTURAL ACCESS BOARD

23.00: continued



Van Accessible Space
Figure 23c

- b. Each space shall have a sign designating it "Van Accessible" as required by 521 CMR 23.6, Signage.
- c. All such spaces may be grouped on one level of a parking structure.
- d. Eight foot minimum (8' = 2438mm) wide space.
- e. Provide an access aisle of eight feet (8' = 2438mm).

Exception: Van accessible spaces do not have to be separately provided if all required accessible parking spaces are 11 feet wide (11' = 3353mm) with a five foot (5' = 1524mm) access aisle.

23.5 SIDEWALKS

Where sidewalks are provided at accessible parking spaces, a curb cut shall be installed at the access aisle of each accessible space or pair of spaces.

Exception: Where walkways and sidewalks are provided at temporary accessible parking spaces, there shall be a firm, stable path of travel, not less than 36 inches wide, from the temporary accessible parking spaces to said walkway or sidewalk. There shall be no abrupt changes in level greater than $\frac{1}{4}$ inch. If there is a change of level greater than $\frac{1}{4}$ inch, then vertical access shall be provided either via temporary curb ramps or via a temporary ramp.

23.6 SIGNAGE

Accessible parking spaces shall be identified by signs indicating that they are reserved.

- 23.6.1 A sign shall be located at the head of each space and no more than ten feet (10' = 3048mm) away, and at accessible passenger loading zones and may also include wording identifying its use.

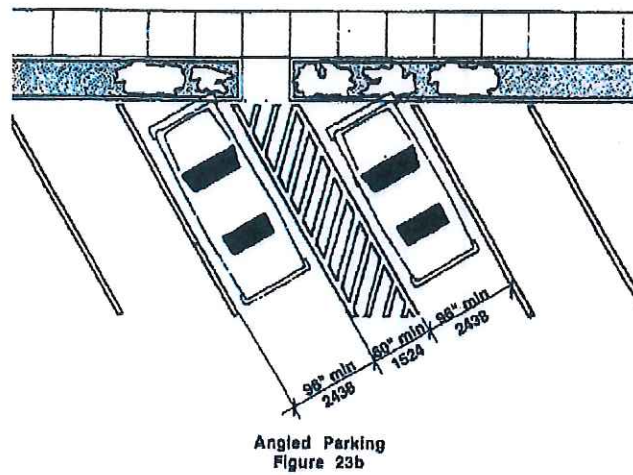
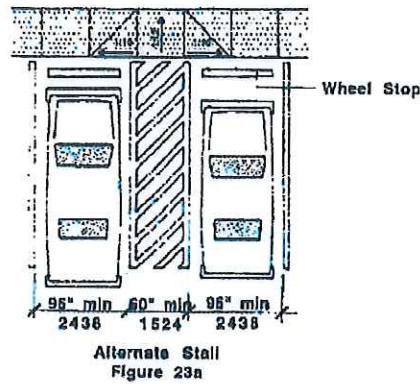
Exception: Signs for temporary accessible parking spaces located within a field or otherwise unpaved area shall be located at the head of each space if there are no attendants directing people to park, or signs indicating a general area designated for accessible vehicles if parking attendants are directing people to park.

- 23.6.2 The sign shall show the international symbol of accessibility.

- 23.6.3 Van accessible spaces shall include the words: "Van-Accessible".

521 CMR: ARCHITECTURAL ACCESS BOARD

23.00: continued



- d. *Access aisles* shall be *level* with surface slopes not exceeding 1:50 (2%) in all directions.
- e. *Access aisles* shall be clearly marked by means of diagonal stripes.

23.4.7 Van Accessible spaces shall comply with the following:

- a. Provide minimum vertical clearance of eight feet, two inches (8'2" = 2489mm) at the parking space and along at least one vehicle access route to such spaces from site entrance(s) and exit(s). See Fig. 23c.

521 CMR: ARCHITECTURAL ACCESS BOARD

23.00: continued

- 23.6.4 Such signs shall be permanently located at a height of not less than five feet (5' = 1524mm), nor more than eight feet (8' = 2438) to the top of the sign.

Exception: Signage for *temporary accessible parking* spaces may be permanently attached to a pole within a bucket.

23.7 PASSENGER LOADING ZONE

If passenger loading zones are provided, at least one of them shall comply with the following:

- 23.7.1 Wherever a passenger loading zone or parking area is provided, an *accessible route* to an *accessible entrance* is required.
- 23.7.2 Passenger loading zones shall provide an *access aisle* at least 60 inches (60" = 1524mm) wide and 20 feet (20' = 6096mm) long, adjacent and parallel to the vehicle pull-up space.
- 23.7.3 If there are curbs between the *access aisle* and the vehicle pull-up space, then a *curb cut* complying with 521 CMR 21.00: **CURB CUTS**, shall be provided.
- 23.7.4 Vehicle standing spaces and *access aisles* shall be level with surface slopes not exceeding 1:50 (2%) in all directions.
- 23.7.5 Vertical Clearance: A minimum of nine feet, six inches (9'6" = 2896mm) of vertical clearance shall be provided at *accessible* passenger loading zones and along at least one vehicle access *route* to such areas from *site entrance(s)* and *exit(s)*.

23.8 VALET PARKING

Valet parking *facilities* shall provide a passenger loading zone complying with 521 CMR 23.7, **Passenger Loading Zone** located on an *accessible route* to the *entrance* of the *facility*. 521 CMR 23.2 **Number** and 521 CMR 23.4.7 **Van Accessible Spaces**, do not apply to valet parking facilities.

11/5/2020

Norwood, Massachusetts - Google Maps

Norwood, Massachusetts



Google

Street View

Image capture: Oct 2018 © 2020 Google

.....
Airport



https://www.google.com/maps/@42.1370754,-71.1774482,3a,75y,219.39h,81.71t/data=!3m6!1sAeDf-Hlm1C-xh295G_WDaA2e01716384i8192

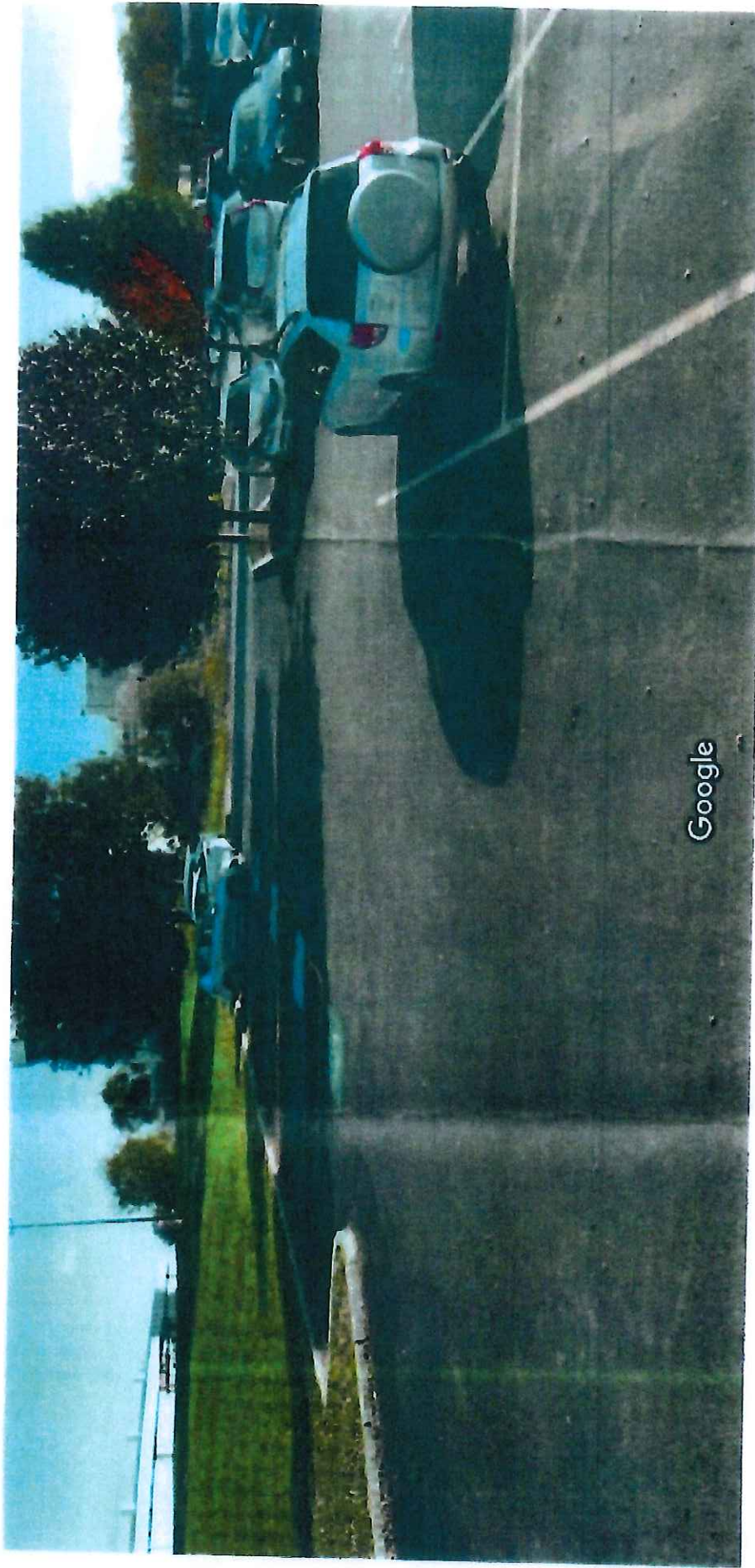


Image capture: Oct 2018 © 2020 Google



Street View

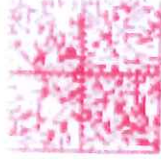
Wilmington
Airport

*The Commonwealth of Massachusetts
Division of Professional Licensure
Office of Public Safety and Inspections
Architectural Access Board
One Thousand Washington Street - Suite 710
Boston, Massachusetts 02118*

CERTIFIED MAIL



7016 0750 0001 1132 4475



PAID
\$ 007.05

Tasos Euro Cafe
125 Access Road
Norwood, MA 02062

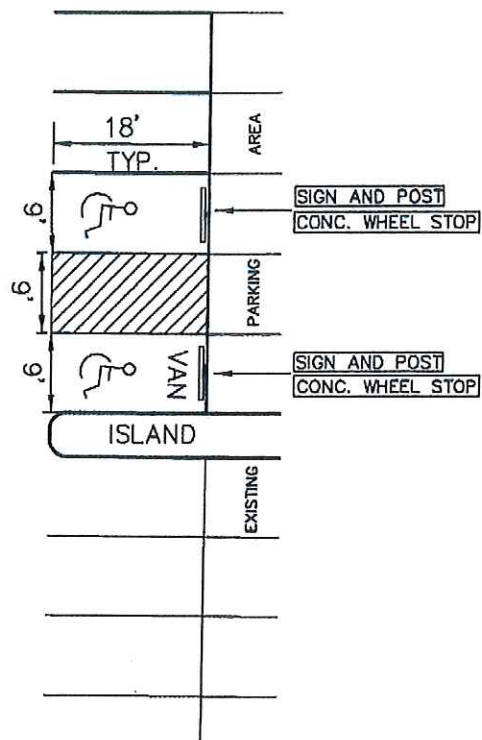
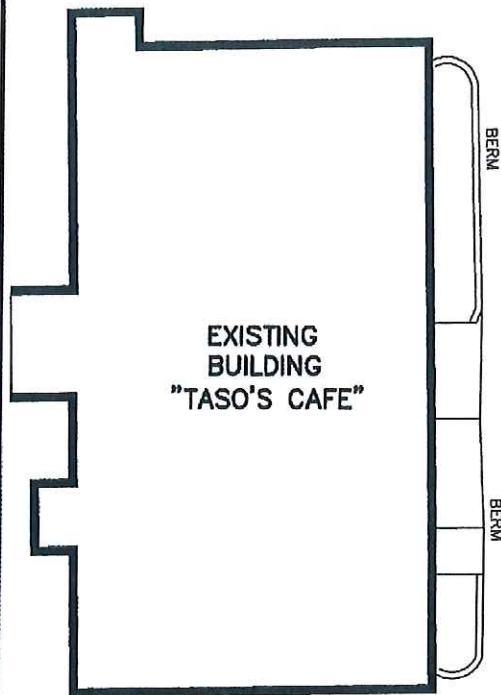


50% RECYCLED FIBER
100% POST-CONSUMER

0206285240 0020



EXHIBIT B



PROPOSED SIGNAGE

NOTE: THE SIGNS SHALL BE POLE MOUNTED WITH A MINIMUM HEIGHT TO THE TOP OF THE SIGN OF NOT LESS THAN 5' NOR MORE THAN 8'.

ADA PARKING EXHIBIT FOR TASO'S EURO CAFE CORP. NORWOOD, MASSACHUSETTS

SCALE: 1"=20'

OCTOBER 13, 2020

NORWOOD ENGINEERING CO., INC.
CONSULTING ENGINEERS - LAND SURVEYORS
1410 ROUTE ONE NORWOOD, MA 02062

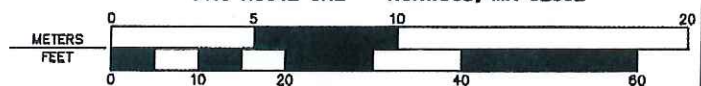


EXHIBIT C

Nicholas W. Burlingham

From: Lesser, Marc (REG) <marc.lesser2@state.ma.us>
Sent: Friday, October 16, 2020 11:01 AM
To: Nicholas W. Burlingham
Subject: RE: Docket Number C20 010 - Notice of Non-Compliance

WARNING: This email originated from outside of FlightLevel Aviation. Do not click links or open attachments unless the sender is known and the content is anticipated.

Good morning Nick,

Thank you for the quick follow up with the plan design. Do you know how many total parking spaces are designated for the restaurant or is the parking lot shared by other businesses. If the lot is shared by other businesses just make sure the total number of accessible spaces meet the specifications in 22.2.1. The location of the accessible parking spaces for Tasos and the dimensions of the spaces are code compliant.

Sincerely,

Marc Lesser
Compliance Officer
Architectural Access Board
Division of Professional Licensure
Office of Public Safety and Inspections
1000 Washington St., Suite 710
Boston, MA 02118
Direct line: 617-701-8818
Mobile: 857-529-0573

Norwood Airport; Southern Airways Parking

From : Russ Maguire <rmaguire@norwoodma.gov>

Fri, Oct 23, 2020 02:20 PM

Subject : Norwood Airport; Southern Airways Parking 3 attachments**To :** Ryan Dach <r.dach@iflysouthern.com>**Cc :** Mark Cestari <m.cestari@iflysouthern.com>**Bcc :** Mark Ryan <mryan@norwoodma.gov>

Good afternoon Ryan,

At a recent meeting of the Norwood Airport Commission, the board provided some guidance on your company's request to have express parking for Southern Airways in the Town's main lot, which is directly adjacent to Access Road. The Commission has agreed to designate up to 10 parking spaces in the southwest quadrant of the main lot. Attached is an aerial photo with a highlight box showing the designated parking spaces. If you need to make a site visit to be shown this area, please advise.

For now, we need Southern Airways to submit a sign design, perhaps with your company logo. Attached in both pdf and Word format is a rough draft showing what text might work best to show the designated parking limits.

Once the sign design is approved by my office, the signs (four in total) would be fabricated with the following dimensions: 12" wide x 18" high. The Town's Public Works Department can fabricate and install the signs, though Southern Airways will be required to pay the material costs for the four signs/posts.

Russ

--

Russ Maguire, Manager
Norwood Memorial Airport

 **Southern Airways Parking, Draft Sign Design.docx**
19 KB

 **Southern Airways Parking, Draft Sign Design.pdf**
126 KB





Southern Airways Express
Parking (10 spaces)

SOUTHERN AIRWAYS
PARKING ONLY

(Southern Airways logo)

BETWEEN SIGNS



SOUTHERN AIRWAYS
PARKING ONLY

(Southern Airways logo)

BETWEEN SIGNS



Note 1: Dimensions for each sign = 12" wide x 18" high

Note 2: Each of the two signs should be fabricated twice for a total of four signs.



November 4, 2020

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

SUBJECT: Norwood Memorial Airport
AIP No. 3-25-0037-039-2020 Post Monitoring Years 1 and 2
FAA Payment Request No. 2

Dear Mr. Maguire:

Attached please find copies of FAA Pay Request No. 2 for the above referenced project. The payment request includes DuBois & King, Inc. invoice no 1020345.

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

FAA	\$ 5,449.85
Total	\$ 5,449.85

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

	Total Invoice	FAA	MassDOT	OWD
Sponsors Administration Costs	\$.00	\$.00	\$.00	\$.00
DuBois & King, Inc.	\$5,449.85	\$5,449.85	\$..00	\$.00
Total Recommended Payments	\$5,449.85	\$5,449.85	\$..00	\$.00

If you have any comments or questions don't hesitate to contact me at 603-637-1043.

Very truly yours,
DuBOIS & KING, INC.

Jeffrey A. Adler, P.E.,
Senior Project Manager

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-039-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 2	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER	
8. PERIOD COVERED BY THIS REQUEST From: 08/03/2020 To: 10/29/2020			

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

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

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 10/29/2020	\$ 22,893.70	\$	\$	\$ 22,893.70
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	22,893.70			22,893.70
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	22,893.70			22,893.70
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	22,893.70			22,893.70
h. Federal payments previously requested	17,443.85			17,443.85
i. Federal share now requested (Line g minus line h)	5,449.85			5,449.85
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

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

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

GRANT RECIPIENT INFORMATION

PROJECT INFORMATION

Description: Post Monitoring (Years 1 and 2)

Federal Share %:

(1) Vendor/Class/Description	(2) Invoice Number	(3) Invoice Date	(4) Due Date	(5) Invoice Amount	(6) AIP Eligible Costs	(7) Non-Participating Costs	(8) AIP Share
DuBois & King/	1020345	10/30/20	Due	\$ 5,449.85	\$ 5,449.85	\$ -	\$ 5,449.85
						\$ -	
						\$ -	
						\$ -	
						\$ -	
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
					AMOUNT OF THIS REIMBURSEMENT		\$ 5,449.85
					PREVIOUS REIMBURSEMENTS		\$ 17,443.85
					TOTAL REIMBURSEMENTS		\$ 22,893.70

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

Date _____

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Form approved Budget Bureau No. 04-R0004		1. PROJECT NO. 3-25-0037-039-2020	
SUMMARY OF PROJECT COSTS				2. GRANT AGREEMENT	
				CONTRACT NO. 2	
Print or type data requested. Read instructions on reverse before completing form.					
3. SPONSOR'S NAME AND ADDRESS Norwood Airport Commission, 125 Access Road, Norwood MA 02062				4. PERIOD ENDING 10/29/2020	
5. OFFICIAL NAME AND LOCATION OF AIRPORT Norwood Memorial Airport				6. MAXIMUM FEDERAL FUNDS	
7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)	
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)
1. Administration	\$0.00	\$0.00	0%		
2. Engineering					
Permitting	\$32,790.00	\$17,050.80	52%		
Administration	\$17,185.00	\$5,842.90	34%		
Total	\$49,975.00	\$22,893.70	46%		
11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor; and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.					
DATE		SIGNATURE OF SPONSOR'S ENGINEER			



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

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

October 30, 2020
Invoice No: 1020341
Project No: 326165

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

For professional services rendered through October 29, 2020

For engineering services related to Environmental Assessment I

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

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article A Data Collection	\$31,745.00	100%	\$ 31,745.00	\$ -	\$ 31,745.00
Article B Design	\$117,936.00	13%		\$ 15,331.68	\$ 15,331.68
Article C Permitting	\$ 107,450.00	19%	\$ 10,384.14	\$ 9,984.98	\$ 20,369.12
Article D Administration	\$ 22,202.00	12%	\$ 2,220.20	\$ 444.04	\$ 2,664.24
Total Contract Amount	\$279,333.00		\$ 44,349.34	\$ 25,760.70	\$ 70,110.04
Total Amount Earned to Date	\$ 70,110.04				
Less Previous Billing	\$ 44,349.34				
Total Amount Billed this Invoice	\$ 25,760.70				



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

November 4, 2020

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

SUBJECT: Norwood Memorial Airport
AIP No. 3-25-0037-041-2020 Environmental Assessment I
FAA Payment Request No.2

Dear Mr. Maguire:

Attached please find copies of FAA Pay Request No. 2 for the above referenced project. The payment request includes DuBois & King, Inc. Invoice No 1020341.

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

FAA	<u>\$ 25,760.70</u>
Total	\$ 25,760.70

The Commission should anticipate the following reimbursement sources for the total amount billed to date:

	Total Invoice	FAA	MassDOT	OWD
Sponsors Administration Costs	\$.00	\$.00	\$. 00	\$.00
DuBois & King, Inc.	\$25,760.70	\$25,760.70	\$..00	\$.00
Total Recommended Payments	\$25,760.70	\$25,760.70	\$..00	\$.00

If you have any comments or questions don't hesitate to contact me at 603-637-1043.

Very truly yours,
DuBOIS & KING, INC.

Jeffrey A. Adler, P.E.,
Senior Project Manager

REQUEST FOR ADVANCE OR REIMBURSEMENT

1.
TYPE OF
PAYMENT
REQUESTED

a. "X" one or both boxes

- ☐ ADVANCE
☒ REIMBURSEMENT

b. "X" the applicable box

- ☐ FINAL
☒ PARTIAL

2. BASIS OF REQUEST

- ☐ CASH
☒ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL
ELEMENT TO WHICH THIS REPORT IS SUBMITTED

FAA/Airports Division

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER
ASSIGNED BY FEDERAL AGENCY

3-25-0037-041-2020

5. PARTIAL PAYMENT REQUEST
NUMBER FOR THIS REQUEST

2

6. EMPLOYER IDENTIFICATION
NUMBER

04-6001254

7. FINANCIAL ASSISTANCE
IDENTIFICATION NUMBER

8. PERIOD COVERED BY THIS REQUEST

From: 08/28/2020 To: 10/29/2020

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

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

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 10/29/2020	\$ 74,110.04	\$	\$	\$ 74,110.04
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	74,110.04			74,110.04
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	74,110.04			74,110.04
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	74,110.04			74,110.04
h. Federal payments previously requested	48,349.34			48,349.34
i. Federal share now requested (Line g minus line h)	25,760.70			25,760.70
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

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

Date

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Form approved Budget Bureau No. 04-R0004		PAGE	OF	PAGE
SUMMARY OF PROJECT COSTS Print or type data requested. Read instructions on reverse before completing form.				1. PROJECT NO. 3-25-0037-041-2020		
				2. GRANT AGREEMENT CONTRACT NO. 2		
3. SPONSOR'S NAME AND ADDRESS Norwood Airport Commission, 111 Access Road, Norwood MA 02062				4. PERIOD ENDING 10/29/2020		
5. OFFICIAL NAME AND LOCATION OF AIRPORT Norwood Memorial Airport				6. MAXIMUM FEDERAL FUNDS		
7. DESCRIPTION	8. LATEST REVISED TOTAL ESTIMATED COST	9. ACTUAL COST INCURRED TO DATE		10. ESTIMATE OF AGGREGATE OF TOTAL COSTS INCURRED AND TO BE INCURRED PRIOR TO (Date)		
		AMOUNT (a)	PERCENT (b)	AMOUNT (a)	PERCENT (b)	
1. Administration	\$4,000.00	\$4,000.00	100%			
2. Engineering						
Data Collection	\$31,745	\$ 31,745.00	100%			
Design	\$117,936	\$ 15,331.68	13%			
Permitting	\$107,450.00	\$20,369.12	19%			
Administration	\$22,202.00	\$2,664.24	12%			
Total	\$283,333.00	\$74,110.04	26%			
11. CERTIFICATION - I certify that the latest revised total estimated cost shown above reflects the best information available as to the probable total final cost of each item; that amounts shown as actual costs incurred to date are true and correct and are supported by records of the sponsor and, when applicable, that the estimates of the costs to be incurred reflect the best information available. I further certify that the materials used and construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.						
DATE		SIGNATURE OF SPONSOR'S ENGINEER				



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

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

October 30, 2020
Invoice No: 1020345
Project No: 326166

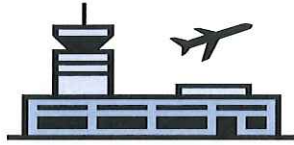
TERMS: Net 30 days from invoice date, 1.5% per month charged thereafter.

For professional services rendered through October 29, 2020

For engineering services related to Post Monitoring

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

Project Phase	Contract Amount	Percentage Complete	Previous Billed	Current Invoice	Total to Date
Article C Permitting	\$ 32,790.00	52%	\$ 12,460.20	\$ 4,590.60	\$ 17,050.80
Article D Administration	\$ 17,185.00	34%	\$ 4,983.65	\$ 859.25	\$ 5,842.90
Total Contract Amount	\$ 49,975.00		\$ 17,443.85	\$ 5,449.85	\$ 22,893.70
Total Amount Earned to Date	\$ 22,893.70				
Less Previous Billing	\$ 17,443.85				
Total Amount Billed this Invoice	\$ 5,449.85				



NORWOOD MEMORIAL AIRPORT

2020—2021 SNOW REMOVAL AGREEMENT

This Snow Removal Agreement ("Agreement") is entered into this ____ day of November 2020 (the "Effective Date") by and between the NORWOOD AIRPORT COMMISSION, (hereinafter, Commission), a three-member representative board appointed by the Town of Norwood's Board of Selectmen, and Francis D. Ciavattone, Jr. Construction Co. (hereinafter, Contractor), a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts. The Commission desires to receive, and the Contractor desires to provide certain snow removal services for certain areas of the Norwood Memorial Airport, as more fully described below.

WITNESSETH:

WHEREAS, the COMMISSION oversees management of the Norwood Memorial Airport (the "Airport") and is responsible for the day-to-day oversight of said airport, and furthermore, is responsible for the removal of snow from certain areas on the airport, as hereafter described; and

WHEREAS, the Commission has designated a municipal employee to serve as the AIRPORT MANAGER, to manage the AIRPORT, and more particularly, to manage the snow removal operation; and

WHEREAS, the CONTRACTOR is engaged in the business of plowing and snow removal, and is desirous to plow and remove said snow from those areas of the AIRPORT;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises and covenants herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. AIRPORT MANAGER

- A. During the term of the Agreement, the Contractor will, and will be responsible for ensuring that its employees, servants, and agents will, whenever on the Airport premises, obey all instructions and directions issued by the Airport Manager.
- B. The Airport Manager shall provide the Contractor with any assistance, advice and training reasonably required to conduct snow removal operations in a safe and efficient manner.
- C. Each time the Airport Manager is given a duty, power or responsibility in this Agreement, he may designate the Assistant Airport Manager to act in his place, and that designee shall have every duty, power or responsibility as if he/she were the Airport Manager.

II. CONTRACTOR'S OBLIGATIONS

- A. During the Term (as defined in Section III below), the Contractor agrees to perform and provide snow removal services on the Airport. These areas include, but may not be limited to, the following:
 - a. Runways 17-35;
 - b. Runways 10-28; and

- c. All taxiways, taxi-lanes, aircraft movement areas, gate lanes, the public vehicle parking lots and public aircraft tie-down areas.

 - B. The Airport Manager shall, with sole discretion, determine when snow removal operations are necessary. The use of the airport-owned snow removal equipment, operated by airport staff, is also at the discretion of the Airport Manager.

 - C. The Airport Manager shall, with sole discretion, determine when the Contractor shall commence its snow removal operation and when it shall cease its snow removal operation each time snow removal is determined necessary by the Airport Manager. It is imperative that the Contractor begins snow removal operations at the time determined by the Airport Manager. The Contractor shall be able to commence snow removal operations within sixty (60) minutes' notice by the Airport Manager.

 - D. Each time snow removal operations are necessary, the Airport Manager shall contact the Contractor at the following telephone number (s) to authorize the commencement of snow removal operations:
 - a. Phone: (508) 668-5200
 - b. Mobile: (508) 801-6279
 - c. Other: evenings

 - E. The Airport Manager shall designate to the Contractor what equipment the Contractor shall utilize to carry out the snow removal each time snow removal is deemed necessary. The Contractor shall only bring or use those pieces of equipment the Airport Manager determines are needed and shall charge the Commission only for those pieces required by the Airport Manager.

 - F. The Contractor shall dedicate the following snow removal vehicles for exclusive use at the Airport during the term of this Agreement:
 - 1. Loader with snow plow, per Norwood DPW rate sheet
- All plows shall have proper cutting edges and be maintained as such during the Term of this Agreement.
- The Airport Manager, with sole discretion, may allow the Contractor to park certain vehicles on the Airport, in an area designated by the Airport Manager, at the Contractor's risk and peril. Under no circumstances shall any of the Contractor's vehicles and/or equipment be stored on the Airport after April 30, 2021, except with the express written permission of the Airport Manager.
- G. The Contractor shall provide sanding services on the public motor vehicle parking lot only on an as-needed basis, as determined by the Airport Manager.

 - H. All operators of snow removal equipment shall be duly licensed to operate said equipment, including having a commercial driver's license, if required by law or any insurance carrier. Contractor's employees, servants and agents shall be DRUG FREE AND SOBER at all times.

 - I. All vehicles used by the Contractor shall be kept fully operational and maintained in good working order during the Term of the Agreement. Vehicles shall not leak any fluid. The vehicles shall be fully fueled prior to each snow removal operation. Each vehicle shall be equipped with caution or collision avoidance lighting and reverse horns. All vehicles shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and orders.

 - J. The Contractor assumes all responsibility for any damage to runway/taxiway lights, runway/taxiway signs, aircraft, buildings, fences, gates, sod and hard surfaces.

III. COMPENSATION TERMS

- A. Each piece of snow removal equipment deployed by the Contractor at the Airport Manager's direction shall be billed on an hourly basis, as set forth below. There shall be a minimum charge of four hours for each piece of equipment.
- B. Per the Town of Norwood, Department of Public Works' (DPW) FY 2021 equipment rates for snow removal, the hourly rate for the following pieces of equipment shall be as provided herein:
 - 1. Loader w/ snow plow, per Norwood DPW rate sheet \$ 200.00
 - 2. Snow Blower
(Provided by the Airport to the Contractor for operation,
at the discretion of the Airport Manager) -- \$ 85.60/hour
 - 3. Additional equipment, per the DPW's FY 2020 rate sheet (attached)
- C. Payments to the Contractor shall be paid within 30 days from receipt of invoice.

IV. TERM

The term of this Agreement (the "Term") shall commence on the Effective Date hereof and continue through April 30, 2021.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor is performing services and other obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town of Norwood.

VI. LIABILITY INSURANCE AND VEHICLE REGISTRATION/INSURANCE

- A. The Contractor shall maintain and offer proof of a general liability policy of insurance in an amount of no less than one million (\$1,000,000.00) dollars. The Airport Manager, Assistant Manager, Norwood Airport Commission and Town of Norwood must be listed as additionally insured.
- B. The Contractor shall maintain and offer proof of a policy for workmen's compensation insurance.
- C. All vehicles used by the Contractor must be individually registered and insured, as required by Massachusetts law.

VII. NOTICES

Copies of all notices shall be sent to the Contractor at 204 East Street, East Walpole, MA 02032; and to Russ Maguire, Norwood Airport Manager, at 111 Access Road, Norwood, MA 02062.

All invoices and remittances shall be mailed to the above mentioned addresses.

VIII. INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Airport Manager and Assistant Manager, the Town of Norwood, and members of the Norwood Airport Commission (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") against any and all liability, including any expenses and reasonable attorneys' fees, to third parties arising from negligent action by the Contractor, its employees or agents. Contractor's obligations to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

IX. FULL AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties.

X. DEFAULT

A default shall occur when one party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

The non-defaulting party shall be entitled to seek and obtain specific performance and/or to seek and obtain money damages from the defaulting party, plus its court costs and reasonable attorneys' fees in connection with the pursuit of its remedies hereunder.

XI. MISCELLANEOUS

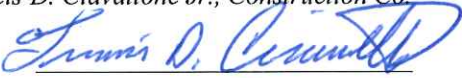
- A. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts (and all actions hereunder shall be brought in) the state and judicial district of the Norwood Airport offices as stated herein.
- B. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.
- C. **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Waiver of any provision of this agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.
- D. **Assignment.** This Agreement may not be assigned by the Contractor without the Commission's prior written consent. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the party's successors and assigns. Contractor shall not delegate its obligations and responsibilities to any third party, subsidiaries, employees, subcontractors, or agents who are not approved in advance, and in writing, by the Commission.
- E. **Form of Agreement.** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- F. **The Contractor affirms under the pains and penalties of perjury that it is in compliance with the tax laws of the Commonwealth of Massachusetts, and has filed all returns and paid all taxes due.**

IN WITNESS WHEREOF, the parties have entered into this agreement under seal as of the date written above.

Francis D. Ciavattone Jr., Construction Co.

NORWOOD AIRPORT COMMISSION.

By:



By: _____

Its:

FRANCIS D. CIAVATTONI

Its: _____

FY 2021 SNOW RATES

VEHICLE DESCRIPTION

FY 21/21 RATE

PLOWING

10 Wheel Dump Truck	\$120.00 10 - 11 ft plow
Large 6 Whl. Dump Truck – Over 26,000 GVW	\$115.00 9 – 10 ft plow
Small 6 Whl. Dump Truck – under 26,000 GVW	\$100.00 8 – 9 ft plow
Backhoe w/fixed plow	\$120.00
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Articulated Loader greater than 3yd w/power angle	\$195.00
Articulated Loader 5-6 yd w/fixed plow	\$180.00
Articulated Loader 5-6 yd w/power angle plow	\$200.00
Pickup 4WD	\$90.00
Triaxle	\$125.00
Skidloader	\$90.00
Small 6 Whl Utility Vehicle	\$100.00

Town of Norwood
Department of Public Works
100 Lyman Place
Norwood, MA 02062
Ph: 781-762-1413 / Fax: 781-762-1414

REMOVAL

10 Wheeler	\$105.00
Backhoe	\$105.00
Backhoe w/box pusher	\$135.00
Articulated Loader 2/3 yd	\$145.00
Articulated Loader 4/5 yd	\$160.00
Articulated Loader 6+	\$170.00
Mini-loader w/pusher	\$135.00
Loader w/pusher	\$155.00
Snowblower	\$285.00
Trailer	\$120.00
Dozer	\$160.00
Triaxle	\$115.00
Skidloader	\$90.00
Light Tower	\$80.00
6 Wheel Dump	\$90.00
Pickup	\$80.00
Excavator	\$210.00

REQUEST FOR ADVANCE OR REIMBURSEMENT	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA/Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-25-0037-039-2020	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST	6. EMPLOYER IDENTIFICATION NUMBER 04-6001254		7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
8. PERIOD COVERED BY THIS REQUEST From: 10/01/2019 To: 09/30/2020			

9. RECIPIENT ORGANIZATION

Name: Norwood Airport Commission

Street1: 111 Access Road

Street2:

City: Norwood

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02062

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

Name: MassDOT - Aeronautics

Street1: Logan Office Center

Street2: One Harborside

City: East Boston

County:

State: MA: Massachusetts

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 02128-2009

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) 20.106	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 09/30/2020	\$ 49,975.00	\$	\$	\$ 49,975.00
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	49,975.00			49,975.00
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	49,975.00			49,975.00
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	49,975.00			49,975.00
h. Federal payments previously requested	17,443.00			17,443.00
i. Federal share now requested (Line g minus line h)	32,532.00			32,532.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

781-255-5616

This space for agency use

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

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

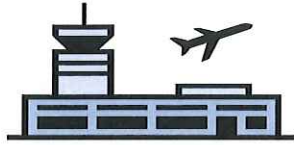
Federal Financial Report

(Follow form Instructions)

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

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration Airports Division		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 3-25-0037-039-2020	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Norwood Airport Commission Street1: 111 Access Road Street2: City: Norwood County: State: MA: Massachusetts Province: Country: USA: UNITED STATES ZIP / Postal Code: 02062			
4a. DUNS Number 084211572	4b. EIN 04-6001254	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	8. Project/Grant Period From: To: 	9. Reporting Period End Date 09/30/2020
10. Transactions <i>(Use lines a-c for single or multiple grant reporting)</i> Federal Cash (To report multiple grants, also use FFR attachment): a. Cash Receipts 0.00 b. Cash Disbursements 0.00 c. Cash on Hand (line a minus b) 0.00 <i>(Use lines d-o for single grant reporting)</i> Federal Expenditures and Unobligated Balance: d. Total Federal funds authorized 49,975.00 e. Federal share of expenditures 17,443.00 f. Federal share of unliquidated obligations 0.00 g. Total Federal share (sum of lines e and f) 17,443.00 h. Unobligated balance of Federal Funds (line d minus g) 32,532.00 Recipient Share: i. Total recipient share required 0.00 j. Recipient share of expenditures 0.00 k. Remaining recipient share to be provided (line i minus j) 0.00 Program Income: l. Total Federal program income earned 0.00 m. Program Income expended in accordance with the deduction alternative 0.00 n. Program Income expended in accordance with the addition alternative 0.00 o. Unexpended program income (line l minus line m and line n) 0.00			Cumulative

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>
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g. Totals:				<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>	<div style="border: 1px solid black; width: 140px; height: 20px;"></div>
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation: <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="display: flex; justify-content: flex-end; gap: 10px; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachment</div> </div>						
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
a. Name and Title of Authorized Certifying Official <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Prefix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div></div> <div>First Name: <div style="border: 1px solid black; width: 280px; height: 20px; padding-left: 5px;">Mark</div></div> <div>Middle Name: <div style="border: 1px solid black; width: 200px; height: 20px;"></div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Last Name: <div style="border: 1px solid black; width: 480px; height: 20px; padding-left: 5px;">Ryan</div></div> <div>Suffix: <div style="border: 1px solid black; width: 100px; height: 20px;"></div></div> </div> <div style="margin-top: 5px;"> Title: <div style="border: 1px solid black; width: 350px; height: 20px; padding-left: 5px;">Chairman</div> </div>						
b. Signature of Authorized Certifying Official <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>				c. Telephone (Area code, number and extension) <div style="border: 1px solid black; width: 200px; height: 20px; margin-top: 5px; padding-left: 5px;">781-255-5616</div>		
d. Email Address <div style="border: 1px solid black; width: 480px; height: 20px; margin-top: 5px; padding-left: 5px;">rmaquire@norwoodma.gov</div>				e. Date Report Submitted <div style="border: 1px solid black; width: 80px; height: 20px; margin-top: 5px;"></div>		14. Agency use only:



NORWOOD MEMORIAL AIRPORT

2020—2021 SNOW REMOVAL AGREEMENT

This Snow Removal Agreement ("Agreement") is entered into this ____ day of November 2020 (the "Effective Date") by and between the NORWOOD AIRPORT COMMISSION, (hereinafter, Commission), a three-member representative board appointed by the Town of Norwood's Board of Selectmen, and *Francis D. Ciavattone, Jr. Construction Co.* (hereinafter, Contractor), a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts. The Commission desires to receive, and the Contractor desires to provide certain snow removal services for certain areas of the Norwood Memorial Airport, as more fully described below.

WITNESSETH:

WHEREAS, the COMMISSION oversees management of the Norwood Memorial Airport (the "Airport") and is responsible for the day-to-day oversight of said airport, and furthermore, is responsible for the removal of snow from certain areas on the airport, as hereafter described; and

WHEREAS, the Commission has designated a municipal employee to serve as the AIRPORT MANAGER, to manage the AIRPORT, and more particularly, to manage the snow removal operation; and

WHEREAS, the CONTRACTOR is engaged in the business of plowing and snow removal, and is desirous to plow and remove said snow from those areas of the AIRPORT;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises and covenants herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

I. AIRPORT MANAGER

- A. During the term of the Agreement, the Contractor will, and will be responsible for ensuring that its employees, servants, and agents will, whenever on the Airport premises, obey all instructions and directions issued by the Airport Manager.
- B. The Airport Manager shall provide the Contractor with any assistance, advice and training reasonably required to conduct snow removal operations in a safe and efficient manner.
- C. Each time the Airport Manager is given a duty, power or responsibility in this Agreement, he may designate the Assistant Airport Manager to act in his place, and that designee shall have every duty, power or responsibility as if he/she were the Airport Manager.

II. CONTRACTOR'S OBLIGATIONS

- A. During the Term (as defined in Section III below), the Contractor agrees to perform and provide snow removal services on the Airport. These areas include, but may not be limited to, the following:
 - a. Runways 17-35;
 - b. Runways 10-28; and

- c. All taxiways, taxi-lanes, aircraft movement areas, gate lanes, the public vehicle parking lots and public aircraft tie-down areas.

 - B. The Airport Manager shall, with sole discretion, determine when snow removal operations are necessary. The use of the airport-owned snow removal equipment, operated by airport staff, is also at the discretion of the Airport Manager.

 - C. The Airport Manager shall, with sole discretion, determine when the Contractor shall commence its snow removal operation and when it shall cease its snow removal operation each time snow removal is determined necessary by the Airport Manager. It is imperative that the Contractor begins snow removal operations at the time determined by the Airport Manager. The Contractor shall be able to commence snow removal operations within sixty (60) minutes' notice by the Airport Manager.

 - D. Each time snow removal operations are necessary, the Airport Manager shall contact the Contractor at the following telephone number (s) to authorize the commencement of snow removal operations:
 - a. Phone: (508) 668-5200
 - b. Mobile: (508) 801-6279
 - c. Other: evenings

 - E. The Airport Manager shall designate to the Contractor what equipment the Contractor shall utilize to carry out the snow removal each time snow removal is deemed necessary. The Contractor shall only bring or use those pieces of equipment the Airport Manager determines are needed and shall charge the Commission only for those pieces required by the Airport Manager.

 - F. The Contractor shall dedicate the following snow removal vehicles for exclusive use at the Airport during the term of this Agreement:
 - 1. Loader with snow plow, per Norwood DPW rate sheet
- All plows shall have proper cutting edges and be maintained as such during the Term of this Agreement.
- The Airport Manager, with sole discretion, may allow the Contractor to park certain vehicles on the Airport, in an area designated by the Airport Manager, at the Contractor's risk and peril. Under no circumstances shall any of the Contractor's vehicles and/or equipment be stored on the Airport after April 30, 2021, except with the express written permission of the Airport Manager.
- G. The Contractor shall provide sanding services on the public motor vehicle parking lot only on an as-needed basis, as determined by the Airport Manager.

 - H. All operators of snow removal equipment shall be duly licensed to operate said equipment, including having a commercial driver's license, if required by law or any insurance carrier. Contractor's employees, servants and agents shall be DRUG FREE AND SOBER at all times.

 - I. All vehicles used by the Contractor shall be kept fully operational and maintained in good working order during the Term of the Agreement. Vehicles shall not leak any fluid. The vehicles shall be fully fueled prior to each snow removal operation. Each vehicle shall be equipped with caution or collision avoidance lighting and reverse horns. All vehicles shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and orders.

 - J. The Contractor assumes all responsibility for any damage to runway/taxiway lights, runway/taxiway signs, aircraft, buildings, fences, gates, sod and hard surfaces.

III. COMPENSATION TERMS

- A. Each piece of snow removal equipment deployed by the Contractor at the Airport Manager's direction shall be billed on an hourly basis, as set forth below. There shall be a minimum charge of four hours for each piece of equipment.
- B. Per the Town of Norwood, Department of Public Works' (DPW) FY 2021 equipment rates for snow removal, the hourly rate for the following pieces of equipment shall be as provided herein:
 - 1. Loader w/ snow plow, per Norwood DPW rate sheet \$ 200.00
 - 2. Snow Blower
(Provided by the Airport to the Contractor for operation,
at the discretion of the Airport Manager) -- \$ 85.60/hour
 - 3. Additional equipment, per the DPW's FY 2020 rate sheet (attached)
- C. Payments to the Contractor shall be paid within 30 days from receipt of invoice.

IV. TERM

The term of this Agreement (the "Term") shall commence on the Effective Date hereof and continue through April 30, 2021.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Contractor is performing services and other obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town of Norwood.

VI. LIABILITY INSURANCE AND VEHICLE REGISTRATION/INSURANCE

- A. The Contractor shall maintain and offer proof of a general liability policy of insurance in an amount of no less than one million (\$1,000,000.00) dollars. The Airport Manager, Assistant Manager, Norwood Airport Commission and Town of Norwood must be listed as additionally insured.
- B. The Contractor shall maintain and offer proof of a policy for workmen's compensation insurance.
- C. All vehicles used by the Contractor must be individually registered and insured, as required by Massachusetts law.

VII. NOTICES

Copies of all notices shall be sent to the Contractor at 204 East Street, East Walpole, MA 02032; and to Russ Maguire, Norwood Airport Manager, at 111 Access Road, Norwood, MA 02062.

All invoices and remittances shall be mailed to the above mentioned addresses.

VIII. INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Airport Manager and Assistant Manager, the Town of Norwood, and members of the Norwood Airport Commission (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") against any and all liability, including any expenses and reasonable attorneys' fees, to third parties arising from negligent action by the Contractor, its employees or agents. Contractor's obligations to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

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This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties.

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A default shall occur when one party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

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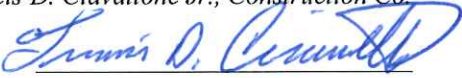
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- D. **Assignment.** This Agreement may not be assigned by the Contractor without the Commission's prior written consent. If an assignment is authorized under this Agreement or applicable law, all terms and conditions shall be binding on the party's successors and assigns. Contractor shall not delegate its obligations and responsibilities to any third party, subsidiaries, employees, subcontractors, or agents who are not approved in advance, and in writing, by the Commission.
- E. **Form of Agreement.** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- F. **The Contractor affirms under the pains and penalties of perjury that it is in compliance with the tax laws of the Commonwealth of Massachusetts, and has filed all returns and paid all taxes due.**

IN WITNESS WHEREOF, the parties have entered into this agreement under seal as of the date written above.

Francis D. Ciavattone Jr., Construction Co.

NORWOOD AIRPORT COMMISSION.

By:



By: _____

Its:

FRANCIS D. CIAVATTONI

Its: _____

FY 2021 SNOW RATES

VEHICLE DESCRIPTION

FY 21/21 RATE

PLOWING

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Town of Norwood
Department of Public Works
100 Lyman Place
Norwood, MA 02062
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Dozer	\$160.00
Triaxle	\$115.00
Skidloader	\$90.00
Light Tower	\$80.00
6 Wheel Dump	\$90.00
Pickup	\$80.00
Excavator	\$210.00

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
October 14, 2020**

In Attendance:

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

Meeting Called to Order: 3:38 PM

NCM is recording this meeting.

Meeting via GoToMeeting

Mr. Maguire announced to the Commission that Les LeBlanc who had been a longstanding airport Commissioner had passed away. Mr. LeBlanc was appointed to the NAC in March of 2002 and served just over 16 years, until May of 2018. He was a private pilot and well-known on the Airport. Mr. LeBlanc was a retired Norwood detective as well. During his tenure on the Commission, the airport underwent a number of major renovations including the reconstruction of the main runway, reconstruction of four taxiways, reconstruction of the west apron, DC3 apron, lots A, B, C apron and the Gate 3 taxi lane. Mr. LeBlanc was on hand for all of the security upgrades following 9/11. He was also on the Board for the completion of phase 1 and phase 2 of the Welch administration building. Mr. LeBlanc was a big supporter of the airport. Mr. Maguire passed on the condolences of the Airport Commission to Mr. LeBlanc's son Billy LeBlanc, retired Norwood firefighter.

Mr. Ryan also passed along his condolences and remembrance of Mr. LeBlanc.

PROJECTS

- AIP Project update, DuBois & King, Jeff Adler
 - Jeff Adler updated the Commission regarding the environment assessment for the paved safety areas and Taxiway C relocation. A package should be ready within the next few weeks for a submission to MEPA.

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 by roll call to approve payment request No. 1 in the amount of \$48,349.34. This is 100% funded by the FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

MINUTES

- 9/9/20 Regular Business Meeting

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

AIRPORT MANAGER'S REPORT

Mr. Maguire let the written report stand.

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

OLD BUSINESS

- Southern Airways request to de-ice; park customer vehicles in main lot
Southern Airways is aware that Flight Level would like to postpone their interest in aircraft de-icing. Southern Airways will plan to use a heated hangar in lieu of aircraft de-icing with chemicals.

Mr. Maguire has provided a plan for parking of up to 10 spaces to be reserved for Southern Airways' customers. The Commission discussed other options for parking.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to move ten parking spots to a more suitable location, and ask that Mr. Maguire indicate the spot on a new draft of the parking area. There needs to be signage put in the parking area and Southern Airways Express will pay for the signage.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

NEW BUSINESS

- ALP drawing, 'pen and ink' revision showing non-aeronautical use.

There was discussion that the ALP drawing that was voted on in August had areas that were not identified as non-aeronautical use. The plan has been revised to show non-aeronautical use for parking lots out front, observation area and area for future building.

On a motion by Mr. Corcoran and seconded by Mr. Sheehan, the Commission voted 3/0 by roll call to accept the ALP dated September 21, 2020.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Elite Aero Services commercial permit renewal/waiver requests (2)

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve Elite Aero Services permit renewal application and allow for the two exemptions of rented space and commercial tie-downs.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

CORRESPONDENCE

- 8-15-20 letter from M. Schneider, of Elite Aero Services, to the NAC re: waiver requests (2) to accompany FY 2021 commercial permit renewal application.
- Draft Southern Airways parking schematic
- 10-5-20 addendum 1 to storm water pollution prevention plan
- ALP drawing, 'pen & ink' revision showing non-aeronautical use
- 9-10-20 letter from M. Ryan, of the NAC, to L. Lesperance, at FAA, re: completion of AIP No. 3-25-0037-2017
- FAA payment request #1 for AIP No. 3-25-0037-041-2020; environmental assessment
- 9-11-20 settlement agreement/withdrawal of notice of default, from the NAC to I. W. Harding, re: AIP No. 3-25-0037-038-2018

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy with respect to litigation, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission: (1) Boston Executive Helicopters, LLC v. Town of Norwood et al., U.S. District Court – Massachusetts Civil Action No 1:15-CV-13647-RGS; and (2) Boston Executive Helicopters v Norwood Airport Commission and Town of Norwood, Federal Aviation Administration Docket No. 16-15-05.

To vote on 9/9/20 executive session minutes.

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

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 4:08 p.m.

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

MEETING ADJOURNED: 4:41 PM

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 10/12/20—11/16/20

— Major Projects/Issues—

CIP

On 10/15, the Airport Manager (AM) had a follow-up meeting with FAA, seeking clarification and an adjustment to the airport's capital improvement program (CIP). One project in particular—the paved safety areas on runway 17/35—was given a lower priority by FAA at the initial CIP meeting. Due to safety concerns, however, airport management felt this project required higher prioritization with earlier scheduling.

Runway Excursion

On 11/13, airport management was made aware of a runway excursion which had taken place on 11/10 at about 12:55 p.m. The aircraft, N13C, was a Cessna 210 attempting to land on runway 17. The pilot apparently was unable to stop the aircraft prior to departing the pavement, overshooting the runway end and coming to rest beyond the threshold lights, in the sod safety area. There were no reported injuries or damage except for one threshold light which the department is in the process of replacing. Air traffic control tower personnel have filed a report with FAA (*Attachments A-B*), while airport management has notified the Aeronautics Inspector with MassDOT.

Runway Excursion/Disabled Aircraft

On 11/15, at about 2 p.m., airport management was notified of a runway excursion which had taken place several minutes earlier. The pilot of aircraft N3069Z, a Piper Cherokee, was landing on runway 17 when the aircraft sustained a flat tire, causing the aircraft to veer left on landing. The aircraft partially left the east edge of the runway surface before coming to rest. There were no reported injuries, and the disabled aircraft was towed back to the parking apron by *Flight Level*. Air traffic control tower personnel have filed a report with FAA (*Attachments C-D*), while airport management has notified the Aeronautics Inspector with MassDOT.

Snow Removal/Airport Closure

On 10/30, airport management participated in snow removal operations. This included the temporary closure of the airport's runways and taxiways to fixed-wing aircraft. Other actions included checking/updating surface conditions for snow and ice contamination.

Hangar Construction

The AM participated in weekly construction meetings organized by *Flight Level*, as the fixed-base operator moved forward in the construction of its new hangar.

Pre-Design Meeting

On 10/28, the AM participated in a pre-design meeting with FAA and MassDOT on the airport fencing and obstruction removal projects.

— Informational Updates —

Monthly Revenues

From 10/10/20 to 11/16/20, the AM issued two deposit postings to the Treasurer's office. These total \$21,771.50 in payments, with revenues broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO ¹	BEH FBO ²
Land Leases	11/10	\$17,870.14	\$14,065.43	\$0
Fuel Flowage Fees	11/13	\$3,251.36	\$3,251.36	N/A
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	11/10, 11/13	\$650	\$50	N/A
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A
General ³	N/A	N/A	N/A	N/A
Landing Fees	N/A	N/A	N/A	N/A
TOTAL		\$21,771.50	\$17,316.79	\$0

Monthly Fuel Flowage

For the month of October, *Flight Level's* bills of lading for fuel totaled 46,448 gallons. At \$.07/gallon, the Town received \$3,251.36 in flowage fees.

¹ *Flight Level Norwood, LLC*

² *Boston Executive Helicopters, LLC*

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

Energy-Saving Initiative

In September, airport management met with the Facilities Department to discuss procedures and services offered by the new department. Airport management shared a 22-page evaluation of the *Welch Administration Building*, which had been conducted by *Energy New England*. Facilities staff has since scheduled the *Welch Building* for an LED lighting conversion, which we expect to take place this month. Recently, the Facilities Department also began to provide an LED conversion to some airport monopole ramp lighting.

COVID-19 Pandemic

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

Public Relations

On 11/5, for Norwood Community Media, the AM provided a sound bite of recent airport happenings.

Animal Conservation Support

Over the years, the Norwood Airport has supported any number of public service flights such as medical evacuations, electronic news gathering, aerial powerline patrols, airborne law enforcement and aerial larvacide. One unique organization we've supported is the *Turtles Fly Too* program. *Turtles Fly Too* rescues endangered sea turtles like Kemp's Ridley, green and loggerhead sea turtles stranded along the Cape Cod beaches—and then releases up to 85% of them. In the past, the program has worked directly with the New England Aquarium's Quincy Animal Care Facility (NEAQ). Unfortunately, this year, due to the coronavirus, NEAQ will not be involved in the rescue effort. So the *Turtles Fly Too* program is now recruiting pilots and aviation businesses from airports like Norwood to take these sea turtles directly to other rehabilitation centers along the east coast. Of note: *Flight Level*, has volunteered its resources to support the *Turtles Fly Too* program.

Air Traffic Count

For the Norwood Airport's October 2020 air traffic reports, see *Attachments E-F*. This was the busiest October in the past three years.

(A)

AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE

FROM (Office of origin): NORWOOD FCT		TO: ROC	DATE (UTC): 11/10/2020	TIME (UTC): 1755
CODE	(First words of text) AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE-Part 1			
A	1. INFORMATION FROM: PATRICK T. FAHEY, ATM, NORWOOD FCT			
B	1. REGISTRATION NO: N13C	2. MAKE AND MODEL: C210	3. OPERATOR OF AIRCRAFT:	
	4. TYPE OF ACTIVITY (Air taxi, instruction, pleasure, aerial appl., business, executive, sightseeing, etc.) IF KNOWN: UNKN			
	5. BRIEF DESCRIPTION OF CIRCUMSTANCES SURROUNDING OCCURRENCE: N13C LANDED RUNWAY 17 AND ENTERED OVERRUN DESTROYING A RUNWAY THRESHOLD LIGHT. PILOT DID NOT BELIEVE HE HIT ANY LIGHTS AT THE TIME AND TAXIED TO THE RAMP. AIRPORT MANAGER LATER DISCOVERED DESTROYED THRESHOLD LIGHT AND TRACED VIA AIRPORT VIDEO SURVEILLANCE TO N13C RUNWAY EXCURSION.			
	6. WEATHER DATA: 101753Z 24011G18KT 10SM CLR 24/12 A3009			
C	7. AIRCRAFT DAMAGE: A <input type="checkbox"/> DESTROYED B <input type="checkbox"/> SUBSTANTIAL C <input type="checkbox"/> MINOR D <input type="checkbox"/> FIRE E <input type="checkbox"/> NONE F <input checked="" type="checkbox"/> UNKNOWN			
	OCCUPANTS INDICATE INJURIES: FATAL, SERIOUS, MINOR, NONE			
	1. NAME AND ADDRESS OF PILOT/INJURY: UNKN	2. NAMES OF CREW/INJURIES: UNKN	3. NO. OF PASSENGERS/INJURIES: UNKN	
D	1. LOCATION OF OCCURRENCE (Nearest city, town, and state) (Give route if overdue or missing): NORWOOD, MA			
E	1. UTC DATE AND UTC TIME OF OCCURRENCE: 11/10/2020 1755Z			
F	1. INFORMATION ON COVERAGE OF OCCURRENCE BY FAA, NTSB, OTHER:			
G	FAA AIR TRAFFIC SERVICES SUMMARY OF FLIGHT HANDLING			
	1A. LAST DEPARTURE POINT: HARTFORD, CT	1B. UTC DATE AND UTC TIME: 11/10/2020 1755Z	1C. INTENDED DESTINATION: NORWOOD, MA	
	2. LAST RADIO CONTACT/POSITION AND/OR RADAR POSITION: LOCAL CONTROL, OWD			
	3. LAST ATC CONTROL CLEARANCE: CLEARED TO LAND			
	4. FLIGHT PLAN: A <input type="checkbox"/> IFR B <input type="checkbox"/> VFR C <input type="checkbox"/> NONE D <input checked="" type="checkbox"/> UNKNOWN			
	5. PILOT BRIEFING: A <input type="checkbox"/> YES B <input type="checkbox"/> NO C <input checked="" type="checkbox"/> UNKNOWN			
	6. OTHER:			
RECEIVED AT:		DELIVERED TO:	TIME:	
RECEIVED VIA: A <input type="checkbox"/> IN PERSON B <input type="checkbox"/> RADIO C <input type="checkbox"/> TELEPHONE		RECEIVED BY (Signature and Title):		
NOTE: Part 2 A <input type="checkbox"/> ON OTHER SIDE B <input type="checkbox"/> ON SEPARATE FORM C <input checked="" type="checkbox"/> NOT REQUIRED				

AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE

FROM (Office of origin):		TO:		DATE (UTC):		TIME (UTC):									
CODE <i>(First words of text)</i> AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE-Part 2															
H		1. REGISTRATION NO:		2. MAKE AND MODEL:		3. UTC DATE OF ACCIDENT/INCIDENT:									
I STATUS OF POTENTIALLY INVOLVED AIRWAY FACILITIES (A.F.) (CHECK [✓] MARK STATUS AS INDICATED BY MONITOR OR REPORTED BY A.F. TECHNICIAN)															
1. FACILITY TYPE:		2. LOCATION RUNWAY IDENTIFIER:		3. JUST PRIOR TO OCCURRENCE:		4. AT TIME OF OCCURRENCE:		5. FLIGHT INSPECTION:							
				A NORMAL		B ABNORMAL OR OUT OF SERVICE		A NORMAL		B ABNORMAL OR OUT OF SERVICE		CON- DUCTED		SATIS- FACTORY	
												A YES		B NO	
6. REMARKS (Explain briefly any entry above that is check marked as abnormal, or out of service):															
J															
STATUS REPORT RECEIVED FROM PILOTS OR OTHERS															
List below any facilities reported by pilots or other persons as either operating normally, abnormally, or out of service just prior to, at the time of, or immediately following the time of the accident.															
1. FACILITY TYPE:		2. LOCATION/ RUNWAY IDENTIFIER:		3. IDENTIFICATION NO. OF AIRCRAFT AND NAME OF PERSON FROM WHOM REPORT WAS RECEIVED:				4. STATUS REPORT (Normal, abnormal, out of service, etc.):				5. TIME OBSERVATION (UTC):			
6. REMARKS (Briefly describe the nature of any reported abnormally, reason for being out of service, etc.):															
RECEIVED AT:				DELIVERED TO:				TIME:							
RECEIVED VIA:								RECEIVED BY (Signature and Title):							
A <input type="checkbox"/> IN PERSON B <input type="checkbox"/> RADIO C <input type="checkbox"/> TELEPHONE															
NOTE: Part I															
A <input type="checkbox"/> ON OTHER SIDE								B <input type="checkbox"/> ON SEPARATE FORM							



AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE

FROM (Office of origin): NORWOOD FCT		TO: ROC	DATE (UTC): 11/15/2020	TIME (UTC): 1904
CODE	(First words of text) AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE-Part 1			
A	1. INFORMATION FROM: RYAN E. MARRIOTT, ATC, NORWOOD FCT			
B	1. REGISTRATION NO: N3059Z	2. MAKE AND MODEL: P28R	3. OPERATOR OF AIRCRAFT:	
	4. TYPE OF ACTIVITY (Air taxi, instruction, pleasure, aerial appl., business, executive, sightseeing, etc.) IF KNOWN: UNKN			
	5. BRIEF DESCRIPTION OF CIRCUMSTANCES SURROUNDING OCCURRENCE: N3059Z WAS CLEARED TO LAND RWY17, LANDED THEN VEERED TO THE LEFT SIDE OF THE RUNWAY DUE TO A FLAT LEFT MAIN LANDING GEAR. THE AIRCRAFT PARTIALLY LEFT THE RUNWAY SURFACE ON THE LEFT SIDE AND REMAINED THERE. THE AIRCRAFT WAS TOWED BACK TO THE RAMP.			
	6. WEATHER DATA: 151853Z 16008KT 10SM FEW120 09/M01 A3011			
C	7. AIRCRAFT DAMAGE: A <input type="checkbox"/> DESTROYED B <input type="checkbox"/> SUBSTANTIAL C <input type="checkbox"/> MINOR D <input type="checkbox"/> FIRE E <input type="checkbox"/> NONE F <input type="checkbox"/> UNKNOWN			
	OCCUPANTS INDICATE INJURIES: FATAL, SERIOUS, MINOR, NONE			
	1. NAME AND ADDRESS OF PILOT/INJURY: CHRIS HO, 116 BURKHALL ST UNIT E, SOUTH WEYMOUTH, MA 02190	2. NAMES OF CREW/INJURIES: UNKNOWN	3. NO. OF PASSENGERS/INJURIES: 2	
D	1. LOCATION OF OCCURRENCE (Nearest city, town, and state) (Give route if overdue or missing): NORWOOD, MA			
E	1. UTC DATE AND UTC TIME OF OCCURRENCE: 11/15/2020 1904Z			
F	1. INFORMATION ON COVERAGE OF OCCURRENCE BY FAA, NTSB, OTHER:			
G	FAA AIR TRAFFIC SERVICES SUMMARY OF FLIGHT HANDLING			
	1A. LAST DEPARTURE POINT: UNKNOWN	1B. UTC DATE AND UTC TIME: UNKNOWN	1C. INTENDED DESTINATION: UNKNOWN	
	2. LAST RADIO CONTACT/POSITION AND/OR RADAR POSITION: LOCAL CONTROL, OWD			
	3. LAST ATC CONTROL CLEARANCE: CLEARED TO LAND			
	4. FLIGHT PLAN: A <input checked="" type="checkbox"/> IFR B <input type="checkbox"/> VFR C <input type="checkbox"/> NONE D <input type="checkbox"/> UNKNOWN			
	5. PILOT BRIEFING: A <input type="checkbox"/> YES B <input type="checkbox"/> NO C <input checked="" type="checkbox"/> UNKNOWN			
	6. OTHER:			
RECEIVED AT:		DELIVERED TO:	TIME:	
RECEIVED VIA: A <input type="checkbox"/> IN PERSON B <input type="checkbox"/> RADIO C <input type="checkbox"/> TELEPHONE		RECEIVED BY (Signature and Title):		
NOTE: Part 2 A <input type="checkbox"/> ON OTHER SIDE B <input type="checkbox"/> ON SEPARATE FORM C <input checked="" type="checkbox"/> NOT REQUIRED				



AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE

FROM (Office of origin):

TO:

DATE (UTC):

TIME (UTC):

CODE

(First words of text) AIRCRAFT ACCIDENT/INCIDENT PRELIMINARY NOTICE-Part 2

H

1. REGISTRATION NO:

2. MAKE AND MODEL:

3. UTC DATE OF ACCIDENT/INCIDENT:

ISTATUS OF POTENTIALLY INVOLVED AIRWAY FACILITIES (A.F.)
(CHECK [✓] MARK STATUS AS INDICATED BY MONITOR OR REPORTED BY A.F. TECHNICIAN)

1. FACILITY TYPE:

2. LOCATION RUNWAY
IDENTIFIER:3. JUST PRIOR TO
OCCURRENCE:A
NORMALB
ABNORMAL
OR OUT OF
SERVICE

4. AT TIME OF OCCURRENCE:

A
NORMALB
ABNORMAL
OR OUT OF
SERVICE

5. FLIGHT INSPECTION:

CON-
DUCTEDSATIS-
FACTORYA
YESB
NOC
YESD
NO

6. REMARKS (Explain briefly any entry above that is check marked as abnormal, or out of service):

J

STATUS REPORT RECEIVED FROM PILOTS OR OTHERS

List below any facilities reported by pilots or other persons as either operating normally, abnormally, or out of service just prior to, at the time of, or immediately following the time of the accident.

1. FACILITY
TYPE:2. LOCATION/
RUNWAY
IDENTIFIER:3. IDENTIFICATION NO. OF AIRCRAFT AND
NAME OF PERSON FROM WHOM REPORT
WAS RECEIVED:4. STATUS
REPORT (Normal,
abnormal, out of
service, etc.):5. TIME
OBSERVATION
(UTC):

6. REMARKS (Briefly describe the nature of any reported abnormally, reason for being out of service, etc.):

RECEIVED AT:

DELIVERED TO:

TIME:

RECEIVED VIA:

A ☐ IN PERSON B ☐ RADIO C ☐ TELEPHONE

RECEIVED BY (Signature and Title):

NOTE: Part 1

A ☐ ON OTHER SIDEB ☐ ON SEPARATE FORM



FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

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

Facility Operating Hours —→LOCAL

IFR							VFR							Total		
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		4	8		12		6	122		128	144		144	284		
02		4	17	3	24		3	114		117	70		70	211		
03		5	7		12		6	136		142	88		88	242		
04		5	8		13		4	162		166	52		52	231		
05		3	24		27		8	101		109	154		154	290		
06		2	13		15		18	132		150	116		116	281		
07		2	4		6		5	37		42	18		18	66		
08		5	7		12		6	54		60				72		
09		9	16		25		8	194		202	128		128	355		
10		5	6		11			64		64	2		2	77		
11		8	16		24		5	186		191	80		80	295		
12		12	27		39		4	67		71	156		156	266		
13		5	10		15									15		
14			8		8		16	175		191	188		188	387		
15		10	14		24		7	81		88	38		38	150		
16		2	33		35		1	11		12	2		2	49		
17		6	15		21			50		50	16		16	87		
18		1	14		15			210		210	150		150	375		
19		3	11		14		10	173		183	250		250	447		
20		8	31		39		7	30		37	102		102	178		
21		7	6		13		5	24		29	46		46	88		
22		3	26		29		21	108		129	124		124	282		
23		9	21		30		10	103		113	92		92	235		
24		7	21		28		1	84		85	120		120	233		
25		5	13		18			147		147	116		116	281		
26		4	19		23			28		28	120		120	171		
27		4	22		26		12	93		105	4		4	135		
28			15		15		2	2		4	2		2	21		
29		1	21		22		1	32		33	66		66	121		
30			1		1			1		1	6		6	8		
31			6		6		1	130		131	54		54	191		
Total		139	460	3	602		167	2851		3018	2504		2504	6124		



FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

1 | 0

Yr.

2 | 0

Loc Ident.

O | W | D

OVERFLIGHT COUNT

IFR OVERFLIGHTS						VFR OVERFLIGHTS						Total Overflights
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01							2	4		6	6	
02							2	16		18	18	
03							4	22		26	26	
04							2	18		20	20	
05							2	8		10	10	
06							10	4		14	14	
07							4	6	2	12	12	
08							6	16	2	24	24	
09							6	16		22	22	
10								10		10	10	
11							2	14		16	16	
12			2		2			12		12	14	
13												
14								18	6	24	24	
15								24		24	24	
16								2		2	2	
17								2		2	2	
18							6	26	4	36	36	
19							2	12		14	14	
20												
21							21			21	21	
22							8	8		16	16	
23								18		18	18	
24							4	8		12	12	
25							6	14		20	20	
26								6		6	6	
27							12	10		22	22	
28												
29								2		2	2	
30		2		2	4						4	
31								18		18	18	
Total		2	4		6		99	314	14	427	433	



FLIGHTLEVEL
AVIATION

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

VIA ELECTRONIC MAIL
rmaguire@norwoodma.gov

November 16, 2020

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

Re: FlightLevel Norwood, LLC – Request For Approval - ATP Signage

Dear Sirs,

On behalf of ATP Flight School (“ATP”), FlightLevel Norwood, LLC (“FlightLevel”) respectfully requests Norwood Airport Commission (“NAC”) consent (*conditioned on compliance with applicable law*) to the installation of signage on the north and south facing sides of Building 6, in accordance with the attached specification.

ATP’s sublease requires FlightLevel’s consent, and its sign company would like FlightLevel’s endorsement before it submits a sign permit application with the Norwood Building Department. FlightLevel supports the request, but requires NAC consent in accordance with Article 9 (ii) of its Master Lease, which provides in relevant part:

9. Maintenance. The LESSEE further covenants that during the foregoing referenced time it:

ii. will not suffer or permit any sign, placard, painted, or in any manner displayed on or affixed to or upon the Premises except in accordance with applicable law and in such place and manner as shall have been first approved in writing by the LESSOR which approval shall not be unreasonably withheld or delayed beyond sixty (60) days;

With the NAC’s conditional approval, FlightLevel will be able to provide “Landlord consent, and ATP or its sign company will be able to file the permit application, and thereafter comply with any conditions that may attach.

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

Respectfully submitted,

FlightLevel Norwood, LLC

By: Nick Burlingham
General Counsel

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062
781.769.8680 FAX 781.769.0476 OR 781.769.7159



**FLIGHTLEVEL
AVIATION**

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

VIA ELECTRONIC MAIL
rmaguire@norwoodma.gov

November 16, 2020

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

Re: FlightLevel Norwood, LLC – Request For Approval – Compliant Parking For Lot G Building Tenants

Dear Sirs,

In August of 2020, FlightLevel Norwood, LLC ("FlightLevel") placed a "No Parking" sign on the north end of its building on Lot G. This action was taken in an effort to comply with the Taxilane 3 Object Free Area ("TOFA") at that location. More particularly, because the Lot G building, itself, encroaches into the TOFA by several feet, vehicles cannot be parked at the north end of the building without further encroaching into the TOFA.

In an August 20, 2020 email to the NAC and others, I explained that FlightLevel was actively working to establish alternative parking areas for the entities that sublease the eight (8) units in the building on Lot G. I also explained that while FlightLevel would seek to enforce the "No Parking" sign with respect to all other entities, it would not seek to enforce it as to the Lot G sub-tenants until an alternative parking plan was in place.

After considering available parking alternatives in the context of aircraft, vehicle and human safety, property boundaries, wingtip clearances, proximity to the Lot G units, and seasonal influences such as the clearing and stockpiling of snow, FlightLevel has determined that the most desirable compliant parking for the Lot G sub-tenants lies immediately north of the Taxilane 3 TOFA on FlightLevel's Lot Z, as shown on the attached plan.

Since the plan requires changing and the existing parking, re-striping with painted lettering on the Lot Z apron reserving spaces for the Lot G tenants, and because the plan will understandably result in foot traffic across Taxilane 3 by Lot G tenants and their invitees, FlightLevel respectfully requests NAC authorization to proceed with the plan, or in the alternative, NAC's informed affirmation that it does not object to the plan, and that it does not believe its consent is required.

Respectfully submitted,

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