

The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

NORWOOD AIRPORT COMMISSION

POSTING

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

DATE: Wednesday, October 14, 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 three of the agenda.

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

MEETING AGENDA

1. PROJECTS

- AIP project update: *DuBois & King*

2. MINUTES

- 9/9/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

- West apron, DC-3 apron
- De-icing
- *Southern Airways* parking in main lot

5. NEW BUSINESS

- ALP drawing, 'pen and ink' revision showing non-aeronautical use
- *Elite Aero Services* commercial permit renewal/waiver requests (2)
- FAA payment request #1 for AIP No. 3-25-0037-041-2020: environmental assessment

6. 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

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: (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.

- 9/9/20 executive session minutes

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

Norwood Airport Commission, Regular Business Meeting

Wed, Oct 14, 2020 3:30 PM - 4:30 PM (EDT)

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

<https://global.gotomeeting.com/join/366734765>

You can also dial in using your phone.

United States: +1 (872) 240-3212

Access Code: 366-734-765

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING
September 9, 2020**

In Attendance:

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

Meeting Called to Order: 3:30 PM
NCM is recording this meeting.

PROJECTS

- AIP Project update, DuBois & King, Jeff Adler
Jeff Adler discussed the fact that now that we can accept funding, the obstructions can be addressed as a priority project. Wildlife fencing will be installed as part of that project to be started in the summer of 2021. The grant for the environmental assessment for the paved safety areas and Taxiway C relocation came in. There was a kickoff meeting with DEP Boston, and a schedule for the work will be finalized within a couple of weeks.

MINUTES

- 8/12/20 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
- 8/25/20 Special 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. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the Airport Manager's Report.
Mr. Sheehan: Yes
Mr. Corcoran: Yes
Mr. Ryan: Yes

OLD BUSINESS

- West Apron, DC-3 apron
Mr. Maguire and Mr. Makarious are working towards developing an RFP.
- Flight Level, Lots A, B, C hangar – modification requests
Under the RFP Flight Level was looking to be released from the building height and the width of the door. Nick Burlingham of Flight Level presented an update to the Commission. Attorney Karis North indicated the Commission has the authority to vary the requirements of the RFP with respect to the structure height, but does have the authority to vary the door width.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to deny the request from Flight Level for a variance in Section 5(n) Hangar Construction for the height of the building only.

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 approve Section 5(w) Hangar Construction, allowing Flight Level an 80 foot door, rather than a 96 foot door.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

NEW BUSINESS

- Final FAA and MassDOT payment request, AGIS

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve pay request No. 9 in the amount of \$9,770.90. The Town of Norwood's portion is \$488.54.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Post construction monitoring contract, years 1 and 2, DuBois & King

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to enter into the contract with DuBois & King in the amount of \$49,975, with 100% reimbursement from FAA.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Battery-powered zero-turn mower with solar canopy and attachments

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to approve the invoice in the amount of \$25,854 and have the Chairman sign the MassDOT Standard Contract and Grant Assurances once they are received as well as the MassDOT Payment Request for payment in full.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Southern Airways request to de-ice; park customer vehicles in main lot
Southern Airways made a presentation to the Commission regarding year-round operations. The Nantucket New England operation was up over 50% compared to last year. Norwood to Nantucket was up over 70%. Southern Airways would like to pursue a year-round operation to Nantucket, and discussed their de-icing plan. Mr. Maguire discussed the storm water plan and how it would affect the operation.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to have Mr. Maguire work with Southern Airways regarding options for de-icing.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

Southern Airways made a presentation regarding parking customer vehicles in the main lot. An estimation would be no more than ten cars at a time. They would like a designated area of ten spaces to be cordoned off as Southern Airways parking. This was discussed with the Commission as well as the Airport Manager.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted 3/0 by roll call to have Mr. Maguire work with Southern Airways and Flight Level regarding parking in the main lot.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

CORRESPONDENCE

- Final FAA and MassDOT payment request, AGIS
- Post construction monitoring engineering contract, years 1 and 2; DuBois & King, Norwood Airport Commission
- 8/12/20 Norfolk Power Equipment final invoice (#17-E11290); battery-powered mower with solar canopy and attachments
- 8/21/20 letter from R. Maguire to T. Mahoney, of MassDOT-Aeronautics, re: reimbursement check for AIP No. 3-25-0037—38-2018
- 8/13/20 letter from L. Lesperance, of FAA, to M. Ryan, of the NAC, re: FAA approval of ALP
- 9/4/20 letter from N. Burlingham, of Flight Level, to the NAC, re: south hangar construction

- 9/4/20 e-mail from M. Cestari, of Southern Airways, to R. Maguire re: year-round operations
- Energy New England, preliminary evaluation report, 7-28-20, with cost-effective energy use alternatives for Maj. Mark C. Welch Administration Building

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 8/12/20 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 4:28 p.m.

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

MEETING ADJOURNED: 4:44 PM

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 9/5/20—10/9/20

— Major Projects/Issues—

Hangar Construction

The Airport Manager (AM) participated in weekly construction meetings organized by *Flight Level*, as the fixed-base operator moved forward in the construction of its new hangar south of the *Maj. Mark C. Welch Administration Building*.

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.

Energy-Saving Initiative

On 9/23, airport management staff 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, and airport management has requested additional assistance with the LED conversion of monopole ramp lighting.

— Informational Updates —

Monthly Revenues

From 9/5/20 to 10/9/20, the AM issued two deposit postings to the Treasurer's office. These total \$41,204.65 in payments, with revenues broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO ¹	BEH FBO ²
Land Leases	10/6/20	\$21,674.85	\$14,065.43	\$0
Fuel Flowage Fees	10/6/20, 10/8/20	\$6,505.80	\$6,505.80	N/A
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	10/6/20	\$200	N/A	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	10/8/20	\$12,824	\$12,824	N/A
TOTAL		\$41,204.65	\$33,395.23	\$0

Monthly Fuel Flowage

For the month of August, *Flight Level's* bills of lading for fuel totaled 56,385 gallons. At \$.07/gallon, the Town received \$3,946.95 in flowage fees. For the month of September, *Flight Level's* bills of lading for fuel totaled 36,555 gallons. At \$.07/gallon, the Town received \$2,558.85 in flowage fees.

Fin Com

On 9/11, the AM met remotely with Fin Com member, Bob Donnelly, to discuss the airport's updated financial summary for FY 2020.

Management Retreat

On 9/18, while attending a Town-wide department head retreat, the AM gave a presentation on the airport's history, its service offerings, economic impact and future development.

Capital Outlay Committee

On 10/1, the AM attended a final capital outlay committee meeting for the FY 2021 budget.

Air Traffic Count

For the Norwood Airport's September 2020 air traffic reports, see *Attachments A-B*.

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.

4

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: Norwood

Location: Norwood, MA

Airport Operations Count

Facility Operating Hours

Mo. 0 | 9 | Yr. 2 | 0 | Location Ident. 0 | W | D

ITINERANT															LOCAL			Total Airport Operations
IFR						VFR												
Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops					
01		9	10		19		13	150		163	100	2	102	284				
02		14	32		46		1	4		5				51				
03		15	36		51		1	51		52	16		16	119				
04		6	10		16		6	158		164	170		170	350				
05		4	18		22		2	172		174	144		144	340				
06		2	8		10		16	112		128	96		96	234				
07		8	7		15		8	107		115	52		52	182				
08		4	26		30		18	90		108	132		132	270				
09		4	21		25		8	119		127	128		128	280				
10		9	14		23			1		1				24				
11		14	28		42		4	76		80	100		100	222				
12		10	11		21			158		158	52		52	231				
13		7	20		27		1	109		110	232		232	369				
14		6	6		12		12	97	1	110	146		146	268				
15		9	2	1	12		6	106		112	126		126	250				
16		5	11		16		14	83		97	54		54	167				
17		6	4		10		2	108		110	46		46	166				
18		12	24		36		1	85		86	92		92	214				
19		11	17		28		1	105		106	160		160	294				
20		10	12		22		3	93		96	18		18	136				
21		5	7		12		8	91		99	58		58	169				
22		6	3		9		8	42		50	100		100	159				
23		5	8		13		7	102		109	66		66	188				
24		4	2		6		6	114		120	184		184	310				
25		15	17		32		12	136		148	108		108	288				
26		7	21		28		1	126		127	100		100	255				
27		6	26		32		6	71		77	44		44	153				
28		9	14		23		4	83		87	184		184	294				
29		5	25		30		12	67		79	80		80	189				
30		6	14		20		4	12		16	28		28	64				
31																		
Total		233	454	1	688		185	2828	1	3014	2816	2	2818	6520				

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 9

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							4	16		20	20	
02								6		6	6	
03								4		4	4	
04							10	16		26	26	
05							2	28		30	30	
06							2	24		26	26	
07							4	12		16	16	
08							4	10		14	14	
09							8	6	2	16	16	
10			2		2		2			2	4	
11							8	34		42	42	
12							6	22	2	30	30	
13								30		30	30	
14							8	26	2	36	36	
15							2	8		10	10	
16							12	8	6	26	26	
17							8	28	2	38	38	
18								6		6	6	
19							4	14		18	18	
20							4	12		16	16	
21								6		6	6	
22							8	8		16	16	
23							8	10		18	18	
24							4	2		6	6	
25							2	44	2	48	48	
26								12	2	14	14	
27							6	12		18	18	
28								8		8	8	
29							10	12		22	22	
30								2		2	2	
31												
Total			2		2		126	426	18	570	572	

**NORWOOD MEMORIAL AIRPORT
STORM WATER POLLUTION PREVENTION PLAN
per 2015 NPDES MSGP**

**ADDENDUM 1
October 5, 2020**

Runway and Taxiway De-Icing

Special Note: This addendum documents a planned industrial activity, with the expectation that this activity will again be identified, then employed and tracked, once the 2020 MSGP has been issued. At that time, airport management will implement the best management practices identified in the 2020 storm water pollution prevention plan to reduce storm water contamination from pavement de-icing.

At Norwood Memorial Airport, the application season for anti-icing/de-icing fluids typically runs from December through April, though, in rare cases based on weather, the application of fluids might be expected to occur outside of these months. The application itself would be effected during conditions of snow and freezing rain, especially when the airport experiences periods of prolonged freezing conditions on the runways. This would then necessitate the need to increase the pavement's friction coefficient through the application of anti-icing/de-icing fluids.

The liquid pavement anti-icing/de-icing fluid would be Cryotech E36 potassium acetate (LTL Class 65; NMFC#45650), applied in a diluted form with 50% water. The airport authority currently stores 265 gallons of Cryotech E36.

Airport management will maintain a record of the type(s) and quantities of anti-icing/de-icing chemicals used. Our records will also include Safety Data Sheets (SDSs)



DRAFT ONLY



179 Great Road, #172
Stow, MA 01775
(855) Elite Ops (354-8367)
Fax (617) 714-9804
www.elite-aero.com

August 15, 2020

Airport Commission Members
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Commissioners,

Thank you for the opportunity to present you with our renewal application for a commercial permit to provide aircraft detailing services at Norwood Airport.

In our initial application, we identified two items for consideration and exemption. The items below were reviewed, and after approval from the Town of Norwood, an exemption was granted. We respectfully request that the existing exemptions remain in place for our 2021 renewal application.

Section VI Part A, Rented Space: At this time, Elite Aero Services does not plan to rent space on, or adjacent to, Norwood Memorial Airport. We currently dispatch fully equipped mobile teams from our base at Hanscom Field in Bedford, and we expect to coordinate our activities at Norwood through Flightlevel Aviation. We are available to the airport staff and potential customers 24 hours a day, 7 days a week, 365 days a year through our phone and email contact information. Therefore, we request an exemption from this requirement.

Section VI Part E, Commercial Tie-down: Elite Aero Services does not operate any aircraft that will require a tie-down at Norwood Memorial Airport. We also do not expect to store products or equipment at the airport. Therefore, request an exemption from this requirement.

Thank you again for your time and consideration of our application and our special request items. We look forward to working with you, the airport, your customers, and your tenants in the future.

Sincerely,

Matthew Schneider, Owner
Elite Aero Services LLC



The TOWN OF NORWOOD

Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*

Michael Sheehan, *Vice Chairman*

John J. Corcoran

September 10, 2020

Ms. Lisa Lesperance
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803

SUBJECT: AIP No. 3-25-0037-2017
AGIS Study
Project Completion

Dear Ms. Lesperance:

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

We believe this letter, with all of the other documents previously submitted, completes the necessary data to close the project file on this AIP No. 3-25-0037-37-2017.

If there are any questions concerning any aspect of this project, please contact me.

Very truly yours,

Mark P. Ryan, Chairman
Norwood Airport Commission



August 5, 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. 1

Dear Mr. Maguire:

Attached please find copies of FAA Pay Request No. 1 for the above referenced project. The payment request includes DuBois & King, Inc. Invoice No 820321 and Montgomery Group Invoice No. 6766.

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

FAA	\$ 48,349.34
Total	\$ 48,349.34

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

	Total Invoice	FAA	MassDOT	OWD
Sponsors Administration Costs	\$ 4,000.00	\$ 4,000.00	\$.00	\$.00
DuBois & King, Inc.	\$44,349.34	\$44,349.34	\$..00	\$.00
Total Recommended Payments	\$48,349.34	\$48,349.34	\$..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 <div style="border: 1px solid black; padding: 2px; min-height: 20px;">FAA</div>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY <div style="border: 1px solid black; padding: 2px; min-height: 20px;">3-25-0037-041-2020</div>	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST <div style="border: 1px solid black; padding: 2px; min-height: 20px;">1</div>	6. EMPLOYER IDENTIFICATION NUMBER <div style="border: 1px solid black; padding: 2px; min-height: 20px;">04-6001254</div>	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div>	
8. PERIOD COVERED BY THIS REQUEST From: <div style="border: 1px solid black; padding: 2px; min-width: 100px;">10/01/2019</div> To: <div style="border: 1px solid black; padding: 2px; min-width: 100px;">08/27/2020</div>			
9. RECIPIENT ORGANIZATION Name: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Norwood Airport Commission</div> Street1: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">111 Access Road</div> Street2: <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div> City: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Norwood</div> County: <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div> State: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div> Country: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">02062</div>			
10. PAYEE <i>(Where check is to be sent if different than item 9)</i> Name: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">MassDOT - Aeronautics</div> Street1: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">Logan Office Center</div> Street2: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">One Harborside</div> City: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">East Boston</div> County: <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div> State: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">MA: Massachusetts</div> Province: <div style="border: 1px solid black; padding: 2px; min-height: 20px;"></div> Country: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; padding: 2px; min-height: 20px;">02128-2009</div>			

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) 08/27/2020	\$ 48,349.34	\$	\$	\$ 48,349.34
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	48,349.34			48,349.34
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	48,349.34			48,349.34
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	48,349.34			48,349.34
h. Federal payments previously requested	0.00			0.00
i. Federal share now requested (Line g minus line h)	48,349.34			48,349.34
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances				
1st month				
2nd month				
3rd month				

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

13. CERTIFICATION

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

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

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

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

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

Description: Environmental Assessment 1

Reimbursement No.	1	Federal Share %:	100%
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[illegible]

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

Signature _____

Date

SUMMARY OF PROJECT COSTS

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

3. SPONSOR'S NAME AND ADDRESS
Norwood Airport Commission, 111 Access Road, Norwood MA 02062

4. PERIOD ENDING
8/27/2020

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	\$ -			
Permitting	\$107,450.00	\$10,384.14	10%		
Administration	\$22,202.00	\$2,220.20	10%		
Total	\$283,333.00	\$48,349.34	17%		

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



MONTGOMERY

CONSULTING GROUP

PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

INVOICE

No: 6766

March 18, 2020

Mr. Russ Maguire, AAE, ACE, Airport Manager
Town of Norwood, MA
Norwood Memorial Airport
125 Access Road
Norwood, MA 02062

Invoice Period: Through March 17, 2020
Reference: **Independent Fee Estimate – Norwood Memorial Airport
Environmental Assessment Phase 1 for Taxiway 'C' Relocation
and Runway 17-35 Paved Safety Areas**
Note: To be paid in 2020-2021 fiscal year (i.e., July 2020)
Fee: \$4,000 Lump Sum
Consultant Name: Montgomery Consulting Group, Inc.
Consultant Tax ID Number: 59-3310365
Consultant Project No: 20-3001

=====

<u>Task</u>	<u>Percent Complete</u>	<u>Contract Price</u>	<u>Total</u>
Independent Fee Estimate	100 % x	\$4,000 =	\$4,000.00
Subtotal Earned to Date:			\$4,000.00
Previously billed:			\$ 0.00
Total this invoice:			\$4,000.00

Please remit to:

Montgomery Consulting Group, Inc.
976 Lake Baldwin Lane, Suite 201
Orlando, Florida 32814

Should you have any questions regarding this invoice,
please contact Ms. Monty Gettys, President, at 407-539-7030, ext. 226



ENGINEERING • PLANNING • DEVELOPMENT • MANAGEMENT

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

September 3, 2020
Invoice No: 820321
Project No: 326165

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

For professional services rendered through August 27, 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	0%			
Article C Permitting	\$ 107,450.00	10%	\$ -	\$ 10,384.14	\$ 10,384.14
Article D Administration	\$ 22,202.00	10%	\$ -	\$ 2,220.20	\$ 2,220.20
Total Contract Amount	\$279,333.00		\$ -	\$ 44,349.34	\$ 44,349.34
Total Amount Earned to Date	\$ 44,349.34				
Less Previous Billing	\$ -				
Total Amount Billed this Invoice	\$ 44,349.34				

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement" or "Agreement") is entered into as of this ____ day of September, 2020 between the Town of Norwood, Massachusetts, for itself and/or acting through its Norwood Airport Commission (collectively, the "Town" or "Norwood" or "Town of Norwood"), a Massachusetts municipal corporation with a business address located at 566 Washington Street, Norwood, MA 02062 and I.W. Harding Construction Co., Inc. ("I.W. Harding"), a Massachusetts corporation with a principal place of business located at 354 Pleasant Street, West Bridgewater, MA 02379.

WHEREAS, I.W. Harding entered into a contract with the Town dated as of August 17, 2018 (the "Contract") to act as general contractor for: (1) the realignment, construction, and lighting of Taxiway A at Norwood Memorial Airport; and (2) the relocation, construction, and lighting of Taxiway D at Norwood Memorial Airport (the "Project");

WHEREAS, DuBois & King, Inc. served as the Project engineer on behalf of the Town ("D&K");

WHEREAS, the Town issued a Notice to Proceed on September 13, 2018 stating that "[c]ompletion shall be obtained within 60 calendar days of the commencement," such that the Project was originally slated to be completed by Monday, November 12, 2018;

WHEREAS, I.W. Harding timely commenced its scope of work under the Contract, beginning with Taxiway A;

WHEREAS, various disputes arose between the Parties in connection with the Project and the Contract;

WHEREAS, the parties have successfully resolved their disputes on the terms and conditions set forth herein, without admission of liability by any party and to avoid the costs and uncertainties of litigation;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intend to be legally bound and do hereby agree as follows:

1. Denial of Liability/No Admission of Liability: It is expressly understood and agreed by the parties that this is a settlement of disputes and that this Agreement is entered into solely for the purpose of resolving such disputes. Neither the Agreement nor any other communication concerning the Agreement is intended to be, nor shall be deemed, construed or treated in any respect, as an admission of liability or breach of duty on the part of any party. Furthermore, the entry into this Agreement, the performance of the work described herein, and any other representation or undertaking herein shall not constitute or be construed as an admission of liability, fault, breach of contract, or negligence by any party or an acknowledgment of the merit or lack of merit of any claim, defense, or position taken in relation thereto.

2. Withdrawal of Notice of Default: Effective immediately upon the parties' execution of this Agreement, the Town hereby formally withdraws and rescinds the October 18, 2019 D&K Notice of Default, which is null, void, and of no force effect. Simultaneously with the parties' execution of this Agreement, the Town shall provide I.W. Harding with a letter in the form attached as Exhibit A to this Agreement.

3. I.W. Harding's Performance of Work Pursuant to this Agreement: During the week of September 14, 2020, I.W. Harding shall perform the specific scope of work set forth

below and noted in the drawings attached as **Exhibit B** (collectively, the "Settlement Scope of Work"):

Taxiway D - Plan Sheet C3.2

1. Clean up and fill silt fence trench area.

Taxiway A - Plan Sheet C3.1

1. Drop DSCB #7 by one course of brick to facilitate positive drainage.
2. Add loam at DSCB #6 as necessary to facilitate positive drainage.
3. Fill depressions in area 15' by 75' in the area of station +4.
4. Fill several small ruts in an area 15' by 15' at the corner / end of the runway.

The Town shall provide I.W. Harding full and unfettered access to perform the Settlement Scope of Work during the week of September 14, 2020. I.W. Harding shall perform the Settlement Scope of Work at no charge to the Town. However, to the extent that the Town incurs any costs in connection with I.W. Harding's Settlement Scope of Work, the Town shall be responsible for such costs and shall not charge, recover, or attempt to recover such costs from I.W. Harding. Immediately upon completion of the Settlement Scope of Work, I.W. Harding's performance obligations under this Agreement shall be satisfied.

4. Mutual Termination of the Contract for Convenience: Immediately upon I.W. Harding's completion of the Settlement Scope of Work, the Town shall issue a letter in the form attached as **Exhibit C** stating that: (a) I.W. Harding has fully and satisfactorily completed all work performed on the Project; (b) I.W. Harding has been fully paid for all work performed at the Project; and (c) terminating the Contract for the mutual convenience of the parties pursuant to the mutual agreement of the parties.

5. Release by the Town: Effective upon execution of this Agreement, the Town, on its own behalf and on behalf of its agents, officers, directors, officials, representatives, employees, affiliates, attorneys, successors, and assigns, including without limitation, the Norwood Airport Commission, hereby releases and remises and forever discharges I.W. Harding, and its officers, directors, officials, principals, employees, parents, subsidiaries, affiliates, successors, assigns, agents, and representatives, insurers, and sureties, including without limitation, Fidelity and Deposit Company of Maryland and all of its officers, directors, officials, principals, employees, parents, subsidiaries, affiliates, successors, assigns, agents, and representatives, including without limitation, Zurich North America, from any and all claims, causes of action, demands, losses or damages, whether known or unknown, asserted or unasserted, arising out of or relating to the Contract and/or the Project, except only for material latent defects with respect to work performed at the Project prior to 2020. The Town states that, other than with respect to the disputes resolved in this Agreement, it is not currently aware of any material latent defects relating to work performed at the Project prior to 2020.

6. Release by I.W. Harding: Effective upon the parties' execution of this Agreement, I.W. Harding, on its own behalf and on behalf of its officers, directors, officials, principals, employees, parents, subsidiaries, affiliates, successors, assigns, agents, and representatives hereby releases and remises and forever discharges the Town of Norwood and its officers, officials, representatives, public bodies, employees, agents, attorneys, affiliates, successors, and assigns from any and all claims, causes of action, demands, losses or damages, whether known or unknown, asserted or unasserted arising out of or relating to the Contract and/or the Project, except for those obligations arising out of this Agreement.

7. Signatures: The undersigned signatories, by their respective signatures, represent they are duly authorized to execute this Agreement on behalf of their respective parties.

8. Entire Agreement: The terms of this Agreement are contractual, and not merely recitals. This Agreement constitutes the entire agreement and understanding of the parties, superseding any prior agreements, understandings, representations, or negotiations concerning the subject matter hereof. No provision hereof may be changed, waived, or modified, except in a writing subscribed by all parties.

9. Invalid Provisions/Severability: Should any provisions of this Agreement be declared invalid or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid parts, terms, or provisions shall be deemed not to be a part to this Agreement, but only to the extent of the invalidity or illegality thereof.

10. Controlling Law: Regardless of where this Agreement is executed, it shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In no event, however, will resort be had to any presumption or other rule of law requiring construction against any party who may have drafted or caused this Agreement to be drafted.

11. Counterparts: This Agreement may be executed in counterparts, such that the counterparts when read together shall constitute one and the same Agreement. This Agreement shall be effective upon execution by all of the parties. Duplicate and facsimile copies of this Agreement are deemed by the parties to be as effective as the original of this Agreement.

12. Voluntariness: The parties hereto expressly represent and warrant that they have entered into this Agreement freely and voluntarily, with proper authority and without any reservation. Each party acknowledges that it has had adequate time to review, reflect upon,

consider, and consult with legal counsel concerning the terms of this Agreement, and agree that neither this Agreement nor the settlement set forth herein is the result of fraud, duress, coercion, or undue influence on the part of any party or their counsel.


13. Headings: The descriptive headings used in this Agreement shall not be interpreted to supersede the provisions of this Agreement.

14. Binding Effect: This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**TOWN OF NORWOOD, for itself and/or acting through its
NORWOOD AIRPORT COMMISSION**

By _____:



Printed Name: _____

Mack P. Ryan

Title: _____

NAC CHAIRMAN

Date: September 11, 2020

Duly Authorized

I.W. Harding Construction Co., Inc.:



Printed Name: _____

JAMES E. SHAIK

Title: _____

PRESIDENT OWNER

Date: September 14, 2020

Duly Authorized

Approved as to Legal Form:



David A. DeLuca

Town Counsel

Date: September __, 2020

Duly Authorized



Norwood Memorial Airport

*111 Access Road
Norwood, MA 02062*

Phone: 781-255-5615

Fax: 781-255-5617

Email: airport@norwoodma.gov

September 11, 2020

I.W. Harding Construction Co., Inc.
Attn: James E. Shalek, President
[shalek@iwharding.com]
354 Pleasant Street
West Bridgewater, MA 02379

Fidelity and Deposit Company of Maryland
Attn: Nicholas Kokinakis, Esq.
[nicholas.kokinakis@zurichna.com]
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

**RE: Withdrawal of October 18, 2019 Notice of Default
"Realignment of Taxiway 'A' and Relocation of Taxiway 'D'" Project**

Dear Jim:

The Town of Norwood, acting for itself and/or through the Norwood Airport Commission, hereby withdraws and rescinds its October 18, 2019 notice of default letter (issued on DuBois & King, Inc. letterhead), which is null, void, and of no force or effect.

Thank you for your attention to this matter.

Sincerely,

Mark P. Ryan, Chairman
Norwood Airport Commission

cc: DuBois & King, Inc.