



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, July 15, 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

- 6/17/20 regular business meeting

3. AIRPORT MANAGER'S REPORT

4. OLD BUSINESS

- Commercial permits, FY 2021

5. NEW BUSINESS

- FAA grant offer: post-construction monitoring, years 1 and 2
- MassDOT change order #2, administration building
- MassDOT final payment voucher (amended for architectural fees), administration building
- MassDOT standard contract, FY 2021, administration building
- Airport layout plan drawing, final approval
- *Coast Machinery, LLC*— invoice #19914/MassDOT payment voucher—Marsh Master
- West apron, DC-3 apron

6. CORRESPONDENCE:

- FAA grant offer, post-construction monitoring (3-25-0037-039-2020)
- *ATCO* HVAC service agreement for administration building
- MassDOT grant project: *Coast Machinery, LLC*, invoice #19914: Marsh Master
- MassDOT final payment voucher #14, amended, administration building
- MassDOT standard contract, for administration building costs to be covered in FY 2021
- MassDOT change order #2, for additional clerk of the works costs, administration building
- *Flight Level* 6-24-20 letter with two exhibits, in response to TMPU presentation

7. EXECUTIVE SESSION

Purpose 3 for executive session (M.G.L. c. 30A, § 21(a)(3)) – To discuss strategy and obtain advice of counsel with respect to potential litigation against *I.W. Harding Construction Co., Inc.* in connection with the project known as AIP No. 3-25-0037-38, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission.

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.

- 6/17/20 executive session minutes

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

Airport Commission, Regular Business Meeting

Wed, Jul 15, 2020 3:30 PM - 4:30 PM (EDT)

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

<https://global.gotomeeting.com/join/653043125>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 653-043-125

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/653043125>

DRAFT ONLY

**AIRPORT COMMISSION MEETING
REGULAR BUSINESS MEETING**

June 17, 2020

In Attendance:

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

Meeting Called to Order: 3:39 PM

NCM is recording this meeting.

PROJECTS

- AIP Project update, Jeff Adler, DuBois & King
Grant applications for the Environmental Assessment and post construction monitoring have been submitted. Today Dubois and King will presenting the final document of the Master Plan.

MINUTES

- 5/28/20 Regular Business Meeting

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to approve the minutes with correction made.

AIRPORT MANAGER'S REPORT

- Mr. Maguire let the written report stand with no further discussion.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to approve the Airport Manager's Report.

OLD BUSINESS

- Flight Level landscaping plan, Peter Eichleay
All documents have been submitted to the Norwood Airport Commission. The latest packet has a change indicating a customer walking path. All necessary documents have been provided. The work should take two days, with extra days added for weather, June 22-25th. Mr. Sheehan wanted to make sure that the workers will be following COVID-19 safety precautions and that there will be a sign indicating it is a COVID-19 approved worksite.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to approve the plan as presented with temporary walking path.

NEW BUSINESS

- Technical master plan update, presentation by DuBois & King
The Commission elected to do a technical master plan update. On March 7, 2018 there was a meeting at the Commission offices. Airport users were invited. On April 30, 2019 there was a public hearing the Norwood Police and Fire station. Oral comments as well as written comments were submitted. DuBois and King presented the final master plan document to the Commission. Comments and questions were addressed. The following attendees had questions that were answered by the presenters: Patrick Fahey, Chris Donovan, Peter Eichleay, Monica Snow and Oulton Hues.

On a motion by Mr. Sheehan and seconded by Mr. Corcoran, the Commission voted by roll-call to approve the Technical Master Plan with the caveat that the comments remain open for ten days for recommendations to be submitted in writing.

Mr. Sheehan: Yes

Mr. Corcoran: Yes

Mr. Ryan: Yes

- Commercial permits, FY 2021

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to approve the FY 2021 Commercial Permit Applications for East Coat Aero Club, Inc.; Kestrel Aviation Corporation; Tuckamore Aviation, Inc. and New Horizon Aviation, Inc.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to approve the FY 2021 Commercial Permit Renewal Application for New England Aircraft Detailing, LLC and allow the waiver of the aircraft tie-down requirement and rented office space requirement.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to provisionally extend until the next NAC meeting, the FY 2020 commercial permit for the following: Aerial Productions, LLC; Flight Level Norwood, LLC; Blue Hill Helicopters, LLC; Boston Executive Helicopters, LLC; Elite Aero Services, LLC; and Lao Che Airfreight, d/b/a Norwood Air.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted by roll-call to conditionally approve the FY 2021 commercial permit application for ATP of Massachusetts, Inc., conditioned that they base at least two flight-training aircraft at Norwood and have suitable commercial tie-downs and hangar space for its company aircraft, and by December 31, 2020, the NAC is provided with three months operating and bank statements.

Mr. Sheehan: Yes

Mr. Ryan: Yes

- HVAC Management Maintenance Contract

The contract runs from July 1, 2020 to June 30, 2021 with Ambient Temperature Corporation.

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted by roll-call to accept the maintenance contract with Ambient Temperature Corporation in the amount of \$3,285.

Mr. Sheehan: Yes

Mr. Ryan: Yes

CORRESPONDENCE

- Flight Level landscaping plan
- MassDOT award letter for battery-powered, zero-turn mower
- MassDOT change order 1 for administration building grant project
- Town of Norwood award letter to Coast Machinery, LLC for Marsh Master
- FAA grant offer, executed, for CARES Act grant

On a motion by Mr. Sheehan and seconded by Mr. Ryan, the Commission voted 2/0 to file the correspondence.

On a motion by Mr. Corcoran and seconded by Mr. Ryan, the Commission voted by roll call to adjourn for the purposes of Executive Session for Purpose 3 to discuss strategy and obtain advice of counsel with respect to potential litigation against I.W. Harding Construction Co., Inc. in connection with the project known as AIP No. 3-25-0037-38, if an open meeting may have a detrimental effect on the litigating position of the Norwood Airport Commission.

Purpose 3 to discuss strategy with respect to litigation if an opening 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 5/28/20 executive session minutes.

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

Mr. Corcoran: Yes

Mr. Ryan: Yes

Adjourned for the purposes for Executive Session at 5:37 p.m.

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

MEETING ADJOURNED: 5:57 PM

TO: NORWOOD AIRPORT COMMISSION
FROM: RUSS MAGUIRE, AIRPORT MANAGER
RE: MANAGER'S REPORT: 6/16/20—7/13/20

— Major Projects/Issues—

Runway/Taxiway Re-Markings

On 6/15 and 6/16, airport management supported phase II in the work to complete the runway/taxiway pavement project. Phase II, which is 100% funded by MassDOT/Aeronautics, included a comprehensive re-marking of runway 10/28, plus taxiways C, F and G. A temporary shutdown of the airport to fixed-wing aircraft was required. This allowed the engineers and contractor to complete work in the runway intersection.

On 5/6, with airport management coordination and oversight, MassDOT/Aeronautics had completed phase I of the project. This included comprehensive pavement crack sealing and saw-cut/sealing. Phase I was also 100% funded by the state.

Annual Town Meeting

On 6/22, the Airport Manager (AM) attended Town Meeting where the Airport Department's FY 2021 operating budget was approved.

Hangar Construction

On 6/19, the AM participated in a kick-off meeting organized by *Flight Level* as the fixed-base operator moves forward in the construction of its new hangar south of the *Maj. Mark C. Welch Administration Building*.

Safety Meeting

On 7/2, the AM participated in the Norwood Airport's annual runway safety action team (RSAT) meeting, which was convened by OWD's air traffic control tower personnel. Also in attendance were a number of FAA officials and several airport tenant business representatives. RSAT meetings are designed to address any operational and/or flight safety issues—and how best to address/mitigate any safety risks.

COVID-19 Pandemic

Throughout this period, airport management continued to support the guidelines set forth by CDC, the Commonwealth and Town officials. The airport has operated without restrictions seven days a week. While 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.

Obstruction Analysis

On 7/9, airport management worked with officials from MassDOT to corroborate earlier studies by both FAA and *DuBois & King* specific to possible vegetative obstructions in the protected airspace of three runway ends: runway 17, 35 and 28. MassDOT's aerial mapping is expected to be received in the next several weeks.

— Informational Updates —

Monthly Revenues

From 6/16/20 to 7/13/20, the Airport Manager issued one posting to the Treasurer's office, totaling \$24,864.63 in payments. These revenues are broken down as follows:

REVENUE TYPE	DEPOSIT DATE	AMOUNT	FLN FBO ¹	BEH FBO ²
Land Leases	7/9/20	\$17,870.14	\$14,065.43	\$0
Fuel Flowage Fees	7/9/20	\$3,248.49	\$3,248.49	N/A
Aircraft Tie-Down Leases	N/A	N/A	N/A	N/A
Security Badge Fees	7/9/20	\$250	\$50	\$
Revolving – Insurance Recovery	N/A	N/A	N/A	N/A
General ³	N/A	N/A	N/A	N/A
Landing Fees	7/9/20	\$3,496	\$3,496	N/A
TOTAL		\$24,864.63	\$20,859.92	\$0

Monthly Fuel Flowage

For the month of June, *Flight Level's* bills of lading for fuel totaled 46,407 gallons. At \$.07/gallon, the Town received \$3,248.49 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.

Air Traffic Count

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

A

Facility Name: Norwood			Location: Norwood, MA			Mo.		Yr.		Location Ident					
Airport Operations Count			Facility Operating Hours		0 6 2 0		0 W D								
ITINERANT										LOCAL					
IFR					VFR										
Day	AC	AT	GA	MI	Total IFR Inherent Ops	AC	AT	GA	MI	Total VFR Inherent Ops	Civil	Military	Total Local Ops	Total Airport Operations	
01			7		7		4	39		43	32			32	82
02		1	7		8		12	49		61	72			72	141
03		7	2	1	10		5	30		35	68			68	113
04		4	2		6		3	50		53	6			6	65
05		3	18		21		2	28		30	52			52	103
06		3	10		13		1	22		23	50			50	86
07		2	11		13		1	50		51	74			74	138
08			6		6		6	131		137	100			100	243
09		1	6		7		12	83		95	96			96	198
10		6	17		23		5	91		96	118			118	237
11		9	3		12			6		6					18
12		3	11		14		1	130		131	130			130	275
13			3		3			151		151	114			114	268
14		1	10		11		1	130		131	122			122	264
15			2		2		16	56		72	58			58	132
16		1	8		9		2	83		85	34			34	128
17		1	11		12		5	125		130	158			158	300
18		4	16		20			121		121	89			89	230
19		5	13		18		5	89		94	102			102	214
20		2	10		12		2	118		120	74			74	206
21		4	15		19		3	102		105	38			38	162
22		6	33		39		5	46		51	56			56	146
23		4	10		14		9	90		99	118			118	231
24		3	13		16		5	38		43	84	2		86	145
25		6	7		13		6	138		144	142			142	299
26			7		7		1	91		92	136			136	235
27		2	3		5		2	64		66	60			60	131
28		2	8		10			72		72	64			64	146
29		7	9		16			6		6	28			28	50
30		4	33		37		1	17		18	2			2	57
31															
Total		91	311	1	403		115	2246		2361	2277	2		2279	5043

12

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name

Norwood

Location:

Norwood, MA

Mo.

0 | 6

Yr.

2 | 0

Loc Ident.

0 | W | D

OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	
01							8	10	2	20	20
02							10	8		18	18
03							12	2		14	14
04							10	10	2	22	22
05							2	20		22	22
06											
07							2	2		4	4
08							4	8		12	12
09							20			20	20
10							6	12		18	18
11		2			2		1	4		5	7
12							2	14		16	16
13							4	8	2	14	14
14							4	10	2	16	16
15							2	6		8	8
16								10		10	10
17							6	18		24	24
18								26	2	28	28
19								10	2	12	12
20							4	10		14	14
21							4	10	2	16	16
22											
23							12	2		14	14
24								6		6	6
25							10	2	2	14	14
26							6	16		22	22
27							4	8		12	12
28								4		4	4
29		2			2						2
30								4		4	4
31											
Total	4				4		133	240	16	389	393



PROPOSAL AND AGREEMENT FOR ALTERATIONS TO THE
PLANS, SPECIFICATIONS, AND/OR CONTRACTS

Change Order No. 2

Check all that apply

- ☒ Differing Site Conditions
☐ Request for Deviation
☐ Contract Scope Change
☐ Design Error/ Omission

Airport: Norwood Memorial Airport Project No.: ASMP-2019-OWD-17-SAAB

Project Title: Norwood Memorial Airport Statewide Airport Administration Building

I. PROPOSAL:

In accordance with the terms and conditions of the contract to the above referenced project and the further conditions attached herewith and made a part hereof, the undersigned proposes and agrees to the following contract change:

This change is for the additional costs related to the Clerk of the Works which was part-time. The Clerk spent more time than anticipated.

which will ☒ add to ☐ deduct from the contract price ☒ the lump sum of ☐ an estimated sum of ☐ a sum not to exceed \$4,776.67. This change ☒ adds ☐ deducts 0 calendar days to / from the contract time. The Contractor hereby certifies that the information contained herein, including attachments hereto, adequately describes this proposed change, and that any proposed substitution of work is of the same quality as the original design, intent, and that any change in cost has been equitably adjusted. (See attached).

Town of Norwood
Contractor – Company Name

125 Airport Road, Norwood, MA
Address

Authorized Signature

Title

Date

II. RECOMMENDATION OF SPONSOR'S CONSULTING ARCHITECT-ENGINEER

The Consultant hereby certifies that an independent analysis of scope and cost was prepared and used to justify any change in contract scope or cost resulting from this change, and that any proposed deviation from the contract documents does not materially injure the project as a whole, and that this change is in the best interest of the awarding authority. Acceptance of this above proposal is recommended. (See attached).

n/a

Sponsor's Consultant

Address

Authorized Signature

Title

Date

III. ACCEPTANCE OF PROPOSAL BY THE SPONSOR

The Sponsor hereby certifies that appropriated funds are available to cover any increase in cost resulting from this change. The proposal is hereby accepted.

Accepted:

Chairperson, Airport Commission

Date

IV. APPROVAL OF MASSDOT AERONAUTICS DIVISION

Approval is granted pursuant to M.G.L. ch. 90, § 51K. Funding is subject to project eligibility limitations and will be reimbursed by MassDOT based on the availability of state funds determined at the end of the project.

Approved:

Administrator, Aeronautics Division

Date

V. APPROVAL OF FAA/AIRPORTS DIVISION (Federal Funded Projects Only)

Reimbursement of this change order is subject to project limitations and the availability of funds determined at the end of the project

Approved:

n/a
Airports Division

Date

Summary of Contract Changes

Contract Award.....	\$1,905,000.00
Previous Additions.....	\$40,358.13
Previous Deductions.....	\$0.00
Previous Net Total.....	\$1,945,358.13
This Change.....	\$ 4,776.67
Total Cost to Date.....	\$1,949,963.25
Orig. MassDOT Share.....	\$1,827,887.64
MassDOT, This change....	\$ 4,605.12
Rev. MassDOT Share.....	\$1,832,492.76
Original Completion.....	7/31/2019
<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct	0 days
Revised Completion.....	7/31/2019



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
PAYMENT VOUCHER INPUT FORM

Massachusetts Department of Transportation
Aeronautics Division

DOCUMENT ID		NUMBER		PV DATE		ACCT PER		BFY	
TRANS	DEPT.	R/ORG	1300	ASMP-2019-OWD-17-SAAB				2020	
PRC	DOT								
ACT EM	SCH PAY DATE	OFF LAB ACCT		VENDOR'S CERTIFICATION I certify that the goods were shipped or the service rendered as set forth below.					
E									

(PLEASE SIGN IN INK)

VENDOR NAME AND ADDRESS

Town of Norwood
566 Washington, Street
Norwood MA 02062

REF DOCUMENT ID		PV DATE		VENDOR INVOICE NUMBER		VENDOR CODE		EMP	
\$3,027.47				ASMP-2019-OWD-17-SAAB PV#14		VC6000191924			

REFERENCE ORDER	LINE	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		0.95	Construction and Project Improvement	\$9,637.75	\$9,155.86
		0.95	Project Inspection Fees	\$0.00	\$0.00
		1	Less 5% of A/E Fees (not previously billed, see attached)	\$6,128.39	\$6,128.39
			Total Due This PV		\$3,027.47

LN	TRANS	DEPT.	R/ORG	NUMBER	LN	DEPT.	APPROP	SUB	ORG	OBJ	S/OBJ	PROG	TY	PROJ/CUS/RC
01	CT	DOT	1300	ASMP19OWD17SAABFTTOT	2	DOT	68201301			P01				

ACT	RPTG	FUND	BS ACCT	DEPT.	VENDOR INVOICE NUMBER	DESCRIPTION	QUANTITY	AMOUNT	U/D	P/F
		0210		DOT	ASMP-2019-OWD-17-SAAB PV#14	Statewide Airport Administration Building - OWD	1	\$3,027.47		F

DISC	DATES OF SERVICE	QUANTITY	AMOUNT	U/D	P/F
	April 01, 2020 to April 30, 2020	1	\$3,027.47		F

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

PREPARED BY: Russ Maguire NAME/TITLE: Russ Maguire/Airport Manager DATE: 7/15/2020
APPROVED BY: _____ NAME/TITLE: _____ DATE: _____
ENTERED BY: _____ NAME/TITLE: _____ DATE: _____

Client	Project ID & Description	Invoice Number	Invoice Date	Amount	Amount Received	Outstanding
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-13	05/01/20	\$ 15,640.88		15,640.88
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-12	08/02/19	\$ 25,247.79	25,247.79	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-11	06/28/19	\$ 40,876.29	40,876.29	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-10	05/31/19	\$ 40,802.80	40,802.80	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-9	05/03/19	\$ 41,231.36	41,231.36	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-8	03/29/19	\$ 4,685.58	4,685.58	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-7	03/01/19	\$ 4,643.60	4,643.60	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-6	02/01/19	\$ 6,120.63	6,120.63	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-5	12/31/18	\$ 24,180.11	24,180.11	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-4	11/30/18	\$ 83,327.05	83,327.05	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-3	10/31/18	\$ 59,747.08	59,747.08	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-2	04/30/18	\$ 24,919.75	24,919.75	
MassDOT	1098-7 MADOT Terminals - Norwood	1098-7-1	03/31/18	\$ 24,716.00	24,716.00	
				\$ 396,138.92	380,498.04	15,640.88

5% of Architectural/Engineering Fees \$ 19,806.95

Previously Billed (PV-1) \$ 13,678.56

net to be billed.(PV-14) \$ 6,128.39

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Norwood (and d/b/a): Legal Address: (W-9, W-4,T&C): 566 Washington Street, Norwood MA 02062 Contract Manager: Russ Maguire E-Mail: rmaguire@norwoodma.gov Phone: 781-255-5616 Fax: 781-255-5617 Contractor Vendor Code: VC6000191924 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT Business Mailing Address: 1 Harborside Drive, Ste.205N, East Boston, MA 02128 Billing Address (If different): Contract Manager: Thomas Mahoney E-Mail: Thomas.mahoney@dot.state.ma.us Phone: 617-412-3678 Fax: 617-412-3679 MMARS Doc ID(s): CT DOT 1300 - ASMP21OWD17OWDSAABFT RFR/Procurement or Other ID Number: 21OWDSAABFT	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20__ Enter Amendment Amount: \$ __. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total If Contract is being amended). \$82,123.90			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __ % PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __ % PPD. If PPD percentages are left blank, identify reason: I agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Statewide Airport Administration Building - SRE BLDG Fit-Out - ASMP-2021-OWD-17			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of __, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of __, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 12/31/2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments; or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Mark P. Ryan Print Title: Chairman		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Jeffrey DeCarlo Print Title: Administrator	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT Terms and Conditions has been executed by the Contractor and is



MASSDOT STANDARD CONTRACT FORM

Incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Department/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 1417](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, s. 39R](#); [G.L. c. 149, s. 27C](#); [G.L. c. 149, s. 44C](#); [G.L. c. 149, s. 148B](#) and [G.L. c. 152, s. 26C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th. In order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29, s. 26, s. 27](#) and [s. 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, s. 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements; [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for

which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its Incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#), (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD Links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a

MASSDOT STANDARD CONTRACT FORM



particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the Immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family

related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Coast Machinery LLC

10012 Umbehagen Ln
Baton Rouge, LA 70817-7321
US

**INVOICE**

Invoice Number: 19914
Invoice Date: Jun 19, 2020
Page: 1

Voice: (225) 753-1323
Fax: (225) 753-0412

Bill To:

TOWN OF NORWOOD - AIRPORT
111 ACCESS RD
NORWOOD, MA 02062

Ship to:

TOWN OF NORWOOD - AIRPORT
111 ACCESS RD
NORWOOD, MA 02062

Customer ID	Customer PO	Payment Terms	
NORWOOD	NAC-20-01	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COAS02	BRAD MOUNT	6/22/20	7/19/20

Quantity	Item	Description	Unit Price	Amount
	MM-2LX-KC-FH	MARSH MASTER - MM-2LX-KC-FH - S/N: 333598.		146,385.00
	MM-2LX CUTTER	KC: KOHLER ENGINE, HI/LOW FLOW PUMPS, REAR HITCH. FH: FRONT HITCH MM-2-LX HYDRAULIC DRIVEN ROTARY CUTTER ATTACHMENT - S/N: 356109 CAB DOORS		14,340.00
	MM-2 TRLR ELEC-XL	MM-2XL GALVANIZED FIXED AND TILT DECK TRAILER WITH ELECTRIC BRAKES (LARGER TRAILER FOR HAULING BLADE BUGGY) - VIN: 1V5BA2422L1136918		1,950.00
	MM-2LX BLADE	MM-2 RIBBED BLADE		16,645.00
	MM-2LX RAILS/LADDER	MM-2LX DECK RAILS WITH SIDE ACCESS LADDER.		3,800.00
	DECK LINER	GREY BED LINER. MAY INCLUDE DECK INSERTS AND OTHER MISCELLANEOUS		1,250.00
				950.00
EXEMPT	0.00	Subtotal		Continued
		Sales Tax		Continued
		Freight		
Check/Credit Memo No:		Total Invoice Amount		Continued
		Payment/Credit Applied		
		TOTAL		Continued

Purchaser's
Signature _____

Seller's
Signature _____

We Appreciate Your Business!

Coast Machinery LLC

10012 Umbehagen Ln
Baton Rouge, LA 70817-7321
US

Voice: (225) 753-1323

Fax: (225) 753-0412



INVOICE

Invoice Number: 19914

Invoice Date: Jun 19, 2020

Page: 2

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NORWOOD, MA 02062

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111 ACCESS RD
NORWOOD, MA 02062

Customer ID	Customer PO	Payment Terms	
NORWOOD	NAC-20-01	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COAS02	BRAD MOUNT	6/22/20	7/19/20

Quantity	Item	Description	Unit Price	Amount
	MM-BUGGY JACK	ITEMS. BUGGY JACK, MARSH MASTER 2 WAY RADIO AND AMBER BEACON LIGHT DELIVERY AND IN-SERVICE TRAINING		600.00 3,021.00 4,750.00

EXEMPT 0.00

Check/Credit Memo No:

Subtotal	193,691.00
Sales Tax	
Freight	
Total Invoice Amount	193,691.00
Payment/Credit Applied	
TOTAL	193,691.00

Purchaser's
Signature _____

Seller's
Signature _____

We Appreciate Your Business!



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

Federal Aviation Administration
New England Region
CT, ME, MA, NH, RI, & VT

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

Mr. Mark Ryan
Chairman
125 Access Road
Norwood, MA 02062

Dear Mr. Ryan:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-25-0037-039-2020 at Norwood Memorial Airport in Norwood, MA. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, by providing their digital signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.
- d. You will not be able to make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.
- f. Grant Offer Agreement must be executed on or before 12:00 (noon) on MON, August 3, 2020.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 15 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Airports Regional Office.

Richard Doucette, 781-238-7613, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Gail Lattrell
[Gail Lattrell \(Jul 8, 2020 11:24 EDT\)](#)

Gail Lattrell
Director, Airports Division

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Federal Award Offer Date	<u>Jul 8, 2020</u>
Airport/Planning Area	<u>Norwood Memorial Airport</u>
AIP Grant Number	<u>3-25-0037-039-2020</u>
Unique Entity Identifier	<u>084211572</u>
TO:	<u>Town of Norwood,</u>
	<u>(herein called the "Sponsor")</u>

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 5, 2020, for a grant of Federal funds for a project at or associated with the Norwood Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Norwood Memorial Airport (herein called the "Project") consisting of the following:

Environmental Mitigation - Two Years of Environmental Monitoring, as Required by Wetlands Permits, which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$49,974.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$49,974 for planning;
\$0 airport development or noise program implementation; and,
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 3, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 31, 2001, is incorporated herein by reference and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in

order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

25. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Norwood, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated April 21, 1971, which is incorporated herein by reference. The sponsor agrees that said Agency Agreement will not be amended, modified or terminated without the prior written approval of the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell

Gail Lattrell (Jul 8, 2020 11:24 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director, Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, 2020.

Town of Norwood, MA

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
(Typed/Printed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2020

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

June 23, 2020

Norwood Memorial Airport
111 Access Road
Norwood, MA 02062

Attn: Russ Maguire, Airport Manager

Re: Preventative Maintenance Agreement

Dear Russ,

Enclosed, please find one (1) fully executed Custom Maintenance Agreement for your records.

We appreciate your business and look forward to working with you.

Sincerely,
Ambient Temperature Corporation

Brenda Clevesy
Agreements



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

HVAC PERIODIC MAINTENANCE CONTRACT

Location:

Norwood Memorial Airport

125 Access Road

Norwood, MA 02062

111 Access Road

Attn: Airport Manager's Office
Norwood, MA 02062

Attn: Russ Maguire, Airport Manager

Type:

Yearly periodic maintenance with two inspections per year (See addendum "A" for bi-annual Periodic Maintenance Checklists).

Inspections:

September 2020 and May 2021

Equipment covered
by this contract:

H.V.A.C. equipment

(See addendum "B" for equipment list)

Contract amount:

\$3,285.00 payable in (12) monthly installments of \$273.75 each

Includes Alternate

Effective dates:

July 1, 2020 to June 31, 2021

Comments:

Acceptance of this contract places you on a preferred customer list and ensures you emergency response over and above non-contractual customers.

Any parts, which are found to be malfunctioning, will be brought to your attention prior to their replacement. All cost associated with their replacement will be additional and will be billed at our current rates. Any refrigerant required will be additional and will be billed at our current rates.

Please see attached General Conditions.

Acceptance of Contract

Date of Acceptance:

6/18/20

Buyer:

MARK BYARS
NAC CHAIRMAN

Seller:

Russell H. Stiles, President

PRES



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

**Norwood Memorial Airport
125 Access Road
Norwood, MA 02062**

Periodic Maintenance Checklist

September 2020 and May 2021

- Isolate electrical power, at nearest disconnect switch; as applicable.
- Check condition and operation of contactors and part start interlocks.
- Check the liquid line sight glasses. Report any problems.
- Check flow switches and external interlock.
- Record operating hours for compressors.
- Check unit for unusual vibrations or noise.
- Check for refrigerant leaks.
- Check compressor oil level.
- Check the function of oil heaters.
- Check unit safety and operating controls.
- Check temperature controls.
- Check and tighten all electrical terminals.
- Check crankcase heater.
- Restart unit in a safe and approved manner.
- Change filters on all equipment.
- Seasonal Change Over done in September.



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

**Norwood Memorial Airport
125 Access Road
Norwood, MA 02062**

**Addendum "B"
Equipment List**

<u>Equipment</u>	Qty
ACCO	1
FCU	1
Wall FCU	7
Central Controller	1
Branch Controller	1
Duct Coil For ERV	1
Electric BB heat Controlled by Mitsubishi Central	4
Controller	4
Electric UH	1
EF Welding shop	1
EF	4
AHU / controls	1
EF / Ductless Split	1



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

WHO WE ARE

Ambient Temperature Corporation (ATCO), headquartered in Newburyport, MA., is a mechanical service contracting company that serves the commercial, industrial and institutional markets within Eastern Massachusetts, New Hampshire and Southern Maine. We install and maintain safe and reliable indoor environmental systems within office and industrial buildings, government facilities, schools and health care facilities.

Founded in 1985, ATCO's services include the installation and maintenance of heating, ventilation, air conditioning, refrigeration, process piping and plumbing for both design-build and plan & spec projects.

Our current employee base includes approximately twelve managers/office staff, thirteen service technicians and eleven pipefitters/plumbers. We have a fleet of more than twenty-five vehicles and all the tools and equipment needed to properly and professionally perform our trade. We offer 24-hour emergency repair every day of the year, and custom maintenance agreements to fit your needs and budget. At Ambient Temperature Corporation, you'll find versatility, reliability and ***"service you can depend on"***.

OUR SERVICES

Custom Maintenance Programs

ATCO offers custom maintenance programs and inspection for your HVAC and plumbing systems, including gas and oil-fired steam and hydronic equipment, chilled water and refrigerant-style air conditioning and cooling systems, heat pump and resistance-type heaters, heat recovery systems, all types of air-handling equipment and plumbing as well as VRF systems.

24-Hour Service

You can count on our service and repair technicians to respond immediately to your HVAC and plumbing emergencies regardless of the day or time.

Full-Service Agreements

Consider it an insurance policy. Our full-service agreements offer company owners and facilities managers a lump-sum cost that covers all HVAC equipment. This approach removes the guess work from budget projections and provides peace of mind throughout the service agreement period.

Maintenance

The "old adage" an "ounce of prevention is worth a pound of cure" surely applies here. Our Custom Maintenance Agreements prolong the efficiency and longevity of your HVAC equipment specific maintenance inspections tailored to meet your budget and infrastructure needs.

COMMERCIAL-INDUSTRIAL-INSTITUTIONAL INSTALLATIONS

ATCO has built a solid reputation in the construction industry. We possess the manpower, equipment and knowledge to professionally install HVAC, refrigeration, plumbing and process-piping systems for private and public-sector customers within the commercial, industrial, and institutional markets.



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

PM Agreement

We at Ambient Temperature Corporation Newburyport, MA. want to thank you for the opportunity to provide you with this Custom Maintenance Agreement solution.

"We look forward to meeting and exceeding all your HVAC Service needs."

Account Management

Quality Assurance. Through implementation of our Quality Assurance Best Practices, we ensure that our delivered services are of the highest quality. We will meet with you **1** time per year to evaluate our performance and your satisfaction with the quality of service that is being provided under your Custom Service Agreement.

Service Team

An important benefit of our Custom Service Agreements derives from having Ambient Temperature Corporation personnel familiar with your building systems. Our implementation team includes a Service Coordinator, Agreements Administrator, and Service Manager. This team provides thorough, reliable service and scheduling for support of your systems. The Service Coordinator is one of many resources Ambient Temperature Corporation provides to ensure your satisfaction.

The following building professionals will be dedicated to your Custom Service Agreement:

Alex Stiles, "Service Coordinator" Alex will be dedicated to your account and will handle all scheduling, dispatching, and billing. She will make certain that we can respond quickly and efficiently to your needs. Alex is your first point of contact for all your service needs.

Brenda Clevesy, "Agreements Administrator" Brenda fills the gaps by helping with scheduling maintenance visits and performing contract administrative services.

Mike Derby, "Service Manager" Mike will be responsible to inspire, lead, and manage the team in a positive way. Be responsible for driving company goals and provide technical assistance to our field technicians. He oversees preventative maintenance, small service projects and service repairs.

Terrie O'Brien, "Account Executive" Terrie is responsible for building and nurturing strong relationships with new and existing customers. She will be able to offer suggestions to improve your HVAC systems and provide proposals for additional work as needed.

To schedule service please call 978-646-0660



AMBIENT TEMPERATURE CORPORATION

"Service you can depend on"

HVAC CUSTOM MAINTENANCE AGREEMENT

TERMS & CONDITIONS

DEFINITIONS

- (a) **COVERED EQUIPMENT** means the equipment for which services are to be provided under this agreement. Covered equipment is defined by the applicable Assurance Services pages and Equipment Lists attached to this agreement.
- (b) **EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the covered equipment and that are necessary for its operation.
- (c) **SCHEDULED SERVICE VISITS** include labor required to perform inspections and preventive maintenance on covered equipment.
- (d) **SCHEDULED SERVICE MATERIALS** include materials required to perform Scheduled Service Visits on covered equipment.
- (e) **REPAIR LABOR** includes labor necessary to restore covered equipment to working condition following an equipment failure and excludes total equipment replacement due to obsolescence or unavailability of OEM parts.
- (f) **REPAIR MATERIALS** include materials necessary to restore covered equipment to working condition following an equipment failure and excludes total equipment replacement due to obsolescence or unavailability of OEM parts. At ATCO's option, Repair Materials may be new, used, or reconditioned. All Repair Materials are covered by the warranty as described below.

SERVICE COVERAGE OPTIONS

- (g) **BASIC COVERAGE** includes Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this agreement, for covered equipment.
- (h) **FULL SERVICE COVERAGE** includes BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this agreement, for covered equipment.
- (i) **PREDICTIVE COVERAGE** includes BASIC COVERAGE as well as Repair Labor, plus Repair Materials if elsewhere set forth in this agreement, for covered equipment consisting of centrifugal, absorption, or screw chillers, FULL SERVICE COVERAGE also includes Repair Labor, and Repair Materials if otherwise set forth in this agreement, for diagnosed imminent equipment failure as well as actual equipment failure. PREDICTIVE COVERAGE includes the following services and requirements:
 - ATCO will analyze diagnostic tests including Vibration Analysis, spectrochemical oil analysis, and megohm readings. All diagnostic tests must be performed at ATCO-prescribed frequencies and to ATCO-specified test standards. If elsewhere noted in this agreement, coverage will include Repair Labor and Repair Material for heat exchanger tubes if an Eddy Current Analysis, acceptable to ATCO, has been performed in the three years prior to this agreement and is provided to ATCO, or such a test will be performed as part of the agreement.
 - Should ATCO's analysis suggest the existence or the possibility of equipment deterioration outside anticipated or acceptable conditions, ATCO may at its option take corrective steps necessary to prevent further deterioration or breakdown of the covered equipment. ATCO retains sole judgment over whether equipment conditions are considered acceptable, whether corrective steps should be taken, or what steps, if any, need to be taken. Performance of any corrective steps under this PREDICTIVE coverage is not a guarantee that equipment failure or downtime will not occur.
- 2) **EXTENDED SERVICE** includes extended service for repairs and is available only if customer has FULL SERVICE or BASIC coverage. The price for Extended Service, if chosen by customer, is part of the total price customer will pay.
 - Should a defect be found during an Extended Service visit that ATCO is not responsible for under this agreement, customer agrees to pay ATCO's standard fee for any services rendered.
 - Should Repair Labor or Repair Materials be performed in periods beyond the Extended Service period, customer agrees to pay ATCO's standard fee for any services rendered beyond the Extended Service period.

A. INITIAL EQUIPMENT INSPECTION FOR FULL SERVICE OR PREDICTIVE COVERAGES

ATCO will inspect the covered equipment within 60 days of the date of this agreement or as seasonal or operational conditions permit. ATCO will advise customer if ATCO finds any covered equipment not in working order or in need of repair. With the customer's approval, ATCO will perform the work necessary to put the covered equipment in proper working condition. This work will be done at ATCO's standard fee for parts and labor in effect at that time. If the customer does not want ATCO to do the work identified by ATCO, or if customer does not have the work done, the equipment will be removed from the list of covered equipment and the price of this agreement will then be adjusted.

B. WARRANTY

ATCO warrants that its services will be provided in a good and workmanlike manner and that parts repaired or replaced by ATCO will be free from defects in workmanship, design, and material until the end of this agreement or for one year, whichever is earlier. ATCO's sole obligation shall be to repair or to replace defective parts or to properly redo defective services. **ATCO DISCLAIMS ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

C. SCOPE OF SERVICE

Customer understands that ATCO is a provider of services under this agreement. ATCO shall not be considered a merchant or a vendor of goods. If ATCO installs or furnishes a piece of equipment under this agreement, and that equipment is covered by a warranty from the manufacturer, ATCO will transfer the benefits of that manufacturer's warranty to customer if this agreement with customer terminates before the equipment manufacturer's warranty expires.



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D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO ATCO

- 1) The customer warrants that, to the best of customer's knowledge, all covered equipment is in good working condition and that the customer has given ATCO all information of which customer is aware concerning the condition of the covered equipment.
- 2) The customer agrees that, during the term of this agreement, the customer will:
 - (a) operate the covered equipment according to the manufacturer's recommendations;
 - (b) keep accurate and current work logs and information on the covered equipment as recommended by the manufacturer;
 - (c) provide an adequate environment for covered equipment as recommended by the manufacturer or as recommended by ATCO, including adequate space, electrical power, air conditioning, and humidity control;
 - (d) notify ATCO immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the covered equipment;
 - (e) allow ATCO to start and stop, turn off, or otherwise change or temporarily suspend equipment operations so that ATCO can perform the services required under this agreement;
 - (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of covered equipment, if such services are not ATCO's responsibility under this agreement.
- 3) The customer acknowledges that its failure to meet these obligations will relieve ATCO of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

E. CHANGES TO CUSTOMER EQUIPMENT

The customer retains the right to make changes or alterations to its equipment. If, in ATCO's opinion, such changes or alterations substantially affect ATCO's services or obligations, ATCO shall have the right to make appropriate changes to the scope or to the price of this agreement or to both.

F. ACCESS

The customer will give ATCO full access to all equipment that is either covered equipment or associated with it when ATCO requests such access. If access cannot be provided, ATCO's obligations under this agreement will be suspended until such access to the equipment is provided. Matters affecting ATCO's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the customer with respect to equipment or to the customer's facility. Suspension of ATCO's duties for this reason will not cancel or suspend any of the customer's obligations under this agreement.

G. EXCLUSIONS

ATCO's services under this agreement do not include:

- supplies, accessories, or any items normally consumed during the use of covered equipment, such as ribbons, bulbs, and paper;
- calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
- service calls due to failures resulting from acts of God, abuse or misuse of equipment, electrical power issues, alterations or modifications, or repairs to equipment not performed or provided by ATCO;
- the furnishing of materials and supplies for painting or refinishing equipment;
- electrical work to the customer's facility necessary because of equipment;
- service calls resulting from attachments made to covered equipment or other equipment not covered by this agreement;
- repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, removal of oil from pneumatic piping, and non-maintainable components;
- service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by ATCO's normal maintenance;
- work caused by any operation of, adjustments to, or repair to, covered equipment by others not authorized in advance by ATCO;
- work caused by the negligence of others, including but not limited to equipment operators and water treatment companies;
- service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond ATCO's control, and service calls required because ATCO had previously been denied access to the equipment; and
- disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the customer even when removed from equipment or replaced by ATCO as provided by the terms of this agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.
- replacement of parts that have been deemed obsolete by the manufacturer.

H. ATCO'S EQUIPMENT

ATCO may provide tools, documentation, panels, or other control equipment in the customer's building for ATCO's convenience in performing ATCO's services. That equipment shall remain ATCO's property. ATCO retains the right to remove such items at any time during the term, or upon the termination of, this agreement.

I. INDEMNITY

ATCO and the customer agree that ATCO shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of ATCO. ATCO and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. The obligations of ATCO and of the customer under this paragraph are further subject to paragraphs J and K below.



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J. LIMITATION OF LIABILITY

- 1) Neither ATCO nor the customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of OEM parts, materials or supplies.
- 2) ATCO shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty or any loss.
- 3) ATCO is not responsible for any injury, loss, or damage caused by equipment that is not on the Covered Equipment List.

K. ASBESTOS AND HAZARDOUS MATERIALS

ATCO's work and services under this agreement exclude anything connected or associated with asbestos or hazardous materials. ATCO shall not be required to perform any identifications, abatement, cleanup, control, or removal of asbestos or hazardous materials. The customer represents that, to the best of the customer's knowledge, there is no asbestos or hazardous material in the customer's building that will in any way affect ATCO's work. Should ATCO become aware of or suspect the presence of asbestos or hazardous materials, ATCO shall have the right to stop work in the affected area immediately and notify the customer. The customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the customer's building.

L. ATCO'S EMPLOYEES

The customer acknowledges that ATCO's employees are an asset to ATCO. The customer agrees to pay ATCO an amount equal to 12 months of salary for each ATCO employee who worked at the customer's facility that is then hired by the customer at any time during the term of this Agreement and for 120 days thereafter. In addition, the customer agrees to reimburse ATCO for all costs associated with any training ATCO provided to such employees during the three years before the date the customer hires such employees.

M. ASSESSMENT

It is the customer's responsibility to pay all taxes or other government charges relating to the transfer, use, ownership, servicing, or possession of any equipment relating to this agreement.

N. RENEWAL PRICE ADJUSTMENT

ATCO will provide the customer with notice of any adjustments in the agreement price applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the agreement as provided in the Term/Automatic Renewal provision of this agreement, the adjusted price shall be the price for the renewal period.

O. RESOLUTION OF DISPUTES

If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.

P. MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
- 2) This agreement cannot be transferred or assigned by either party without the prior written consent of the other party.
- 3) This agreement is the entire agreement between ATCO and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between ATCO and the customer. Any change or modification to this agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modifications to this agreement. The customer acknowledges and agrees that any purchase order issued by customer, in accordance with this agreement, is intended only to establish payment authority for the customer's internal accounting purposes. No purchase order shall be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the customer's purchase order will have any force or effect. Should any changes to relevant regulations, laws, or codes substantially affect ATCO's services or obligations, the customer agrees to negotiate with ATCO for appropriate changes to the scope or price of the agreement or both.



FLIGHTLEVEL
AVIATION

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

VIA ELECTRONIC AND PRIORITY OVERNIGHT MAIL

June 24, 2020

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

Re: 2020 Technical Master Plan Update - Comments

Dear Sirs,

At the June 17, 2020 Norwood Airport Commission ("NAC") public meeting, engineers from DuBois & King presented a near final version of the Norwood Memorial Airport 2020 Technical Master Plan Update ("TMPU"). At the conclusion of their presentation, the NAC opened the meeting to public comment, which was dominated primarily by one entity. The NAC then voted to extend the public comment period for an additional ten days to ensure that anyone who wanted to comment would have the opportunity. FlightLevel Norwood, LLC ("FLN") respectfully submits the following comments.

1. FLN strongly supports the initiative articulated in the 2020 TMPU (as presented) to extend Runway 17/35, and to maintain and/or increase the object free areas at Taxilanes 2 and 3 to support the largest aircraft the airport can accommodate (currently Design Group II). For reasons cited in the letter attached as "Exhibit A," the safety of based and transient airport users, the financial viability of the airport's businesses, and the ability of the airport itself to achieve and maintain financial self-sustainability depend on the airport's ability to attract, hangar, and service the largest private and commercial aircraft that the airport can accommodate.

FLN supports these initiatives notwithstanding the fact that the preferred Taxilane Alternative 4 shown at Figure 4-8, will ultimately require modification and/or replacement of four (4) nonconforming FLN buildings (15, 16, 18 and 19). In the final analysis, the 2020 TMPU needs to guide airport development towards a well thought-out future. FLN believes that these initiatives go a long way to achieving this end.

2. FLN supports the initiative articulated in the 2020 TMPU to develop an aircraft wet wash area on the DC-3 Apron, but only to the extent that the wash station will not interfere with FLN's contractual right to install a fuel dispensing facility on the DC-3 Apron, and underground piping

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

Norwood Airport Commission
June 24, 2020
Page 2.

leading from its fuel farm on Lot H to the DC-3 Apron. See: "Exhibit B" § 7 at p. 3 and site plan at p. 11. FLN believes the 2020 TMPU and Airport Layout Plan ("ALP") should consider and reflect this inevitability.

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

Respectfully submitted,



Nick Burlingham
General Counsel
860-941-1129

EXHIBIT A



Phone: 781.769.8680
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December 3, 2019

Ms. Gail Lattrell, Director
Airports Division, ANE-600
New England Region
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803

RE: Norwood Memorial Airport – Technical Master Plan Update –
Opposition to Petition of Boston Executive Helicopters, Inc.,
for Removal of Taxilane 3 Object Free Area at Gate 3

Dear Ms. Lattrell,

I am writing today on behalf of FlightLevel Norwood, LLC ("FlightLevel"), to voice FlightLevel's strenuous objection to the petition advanced by Boston Executive Helicopters, LLC ("BEH"), for the removal of the Object Free Area at the westerly portion of Taxilane 3 at the Norwood Memorial Airport (the "Airport"). I understand that the Airport Sponsor, the Town of Norwood (the "Town") through its Norwood Airport Commission (the "NAC"), has entered into an a *General Release & Settlement Agreement* with BEH (the "Settlement Agreement"), in which it has obligated itself to support BEH's petition, and that the Chairman of the NAC has dutifully written a letter in furtherance of that obligation, but the removal of the Taxilane 3 Object Free Area ("TOFA" or "OFA") is an extremely bad idea, so I respectfully appeal to your office, as the final arbitrator of airport and aviation safety, to deny BEH's petition and preserve the Taxilane 3 OFA as currently configured.

As the operator of Building 15, situated immediately across Taxilane 3 from BEH's hangar; as the employer and colleague of operators of aircraft based in Building 15; as the operator of buildings 16, 17 and 18 with frontage on Taxilane 3; as the operator of fueling and maintenance companies that rely on Gate 3 and the unobstructed access to the Airport that the OFA ensures; and as a victim of trespass, vandalism, and frivolous litigation initiated by BEH, I cannot think of a more, dangerous, short-sighted, or transparently partisan proposition than removal of the OFA at the western end of Taxilane 3.

I. BACKGROUND & MOTIVES.

A. WHY BEH IS PETITIONING FOR REMOVAL OF THE TOFA.

In 2013 BEH presented the NAC with a plan for the construction of a hangar and fuel system on Lot F at the Airport (see BEH Site Drawing at Exhibit A). The plan called for the hangar to be sited approximately 75 feet from the centerline of the Airport's Gate 3 Taxilane, and approximately 25 feet from the boundary of FlightLevel's Lot G. However, with the application of the NFPA 407 Aircraft Fueling Standard setbacks, and the 57.5' OFA setback from the centerline of the Taxilane 3, BEH's site design left insufficient room to conduct compliant aircraft fueling on Lot F (See OWD Site Drawing at Exhibit B).

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BEH was repeatedly questioned and warned by the NAC about this defect, but manager Christopher Donovan insisted that neither NFPA 407 nor the Gate 3 Taxi Lane OFA would be a problem for BEH because it had the right to conduct its FBO operations on FlightLevel's neighboring Lot G. When Mr. Donovan threatened to sue, the NAC approved its plan subject to the requirement that BEH comply with applicable setbacks, and agree to a fueling restriction east of its hangar (i.e., on FlightLevel's Lot G) until it could demonstrate to the NAC that the property rights of others would not be violated (See: July 19, 2013 Memorandum at Exhibit C). BEH's election to disregard the many prior warnings about its defective site design, and contest the application of NFPA 407, the Taxilane 3 OFA, and FlightLevel's Lot G property rights, lie at the heart of the litigation that has surrounded the Airport since 2014.

Although BEH's petition makes only passing mention of aircraft parking, marshalling and fueling, or its commercial FBO operations, BEH seeks removal of the Taxilane 3 OFA because (1) its building on Lot F is improperly sized, located, or suited for an FBO operation, (2) its claim to be able to use FlightLevel's Lot G for its FBO was defeated in court; and (3) if the TOFA is removed as requested, it can operate its commercial fueling business in front of its hangar, control who can and cannot use Gate 3; and displace, disrupt and interdict FlightLevel's commercial operations including access to FlightLevel's Building 15.

B. WHY THE AIRPORT SPONSOR IS SUPPORTING BEH'S PETITION.

A November 2, 2018 Director's Determination concluded that the NAC discriminated against BEH in delaying the issuance of its FBO permit, and directed the Town to cooperate with BEH in approving its permit application. The NAC's good faith efforts to help BEH secure its FBO permit had been thwarted by BEH for years. The NAC disagreed with Director's Determination and sought an appeal, but in private meetings, BEH convinced a new Town Manager, without the benefit of aviation counsel, to overrule the NAC and enter into the Settlement Agreement, which, among other things, mandated that the NAC's appeal be withdrawn with prejudice, and that the NAC be required to support BEH's petition. See Endnote for additional details.ⁱ

C. WHY THE FAA SHOULD DECLINE BEH'S PETITION.

If the TOFA is removed as requested, it will effectively close the Airport's widest and best access point to fire rescue, emergency medical transport, fuel transports, commercial freight, construction equipment, and the like. It will convert Gate 3 and the westerly portion of Taxilane 3 (each extremely important public Airport resources) into private ramp for the exclusive use of BEH and its transient fuel and tie-down tenants. It will block egress to and from FlightLevel's Building 15, clog Taxilane 3 with transient aircraft seeking fuel, and greatly increase emergency response times to the north end of the Airport, including much of runway 17/35, and the entirety of Runway 10/28. It will also run contrary to the Airport's plan for self-sustainability, and violate Grant Assurance 5, Preserving Right and Powers; Grant Assurance 2, Economic Nondiscrimination, subsections h., and i.; Grant Assurance 24, Fee and Rental Structure; Grant Assurance 29, Airport Layout Plan, subsections a., and b.; and Grant Assurance 34, Policies, Standards and Specifications.

II. ARGUMENT.

A. THE TAXILANE 3 OFA SHOULD REMAIN IN PLACE AND BEH'S PETITION SHOULD BE DENIED.

In its petition, BEH enumerates five propositions in support of TOFA removal. The propositions are (1) the taxilane at the south/west end of Taxilane 3 serves no purpose for aircraft separation; (2) a taxilane is not justified under FAA standards for the purpose of vehicle separation; (3) the Gate 3 taxilane and TOFA are highly detrimental to the use of the BEH hangar; (4) there will be no impact from the proposed change; and (5) the FAA should approve the petition outside of the Technical Masterplan Update.

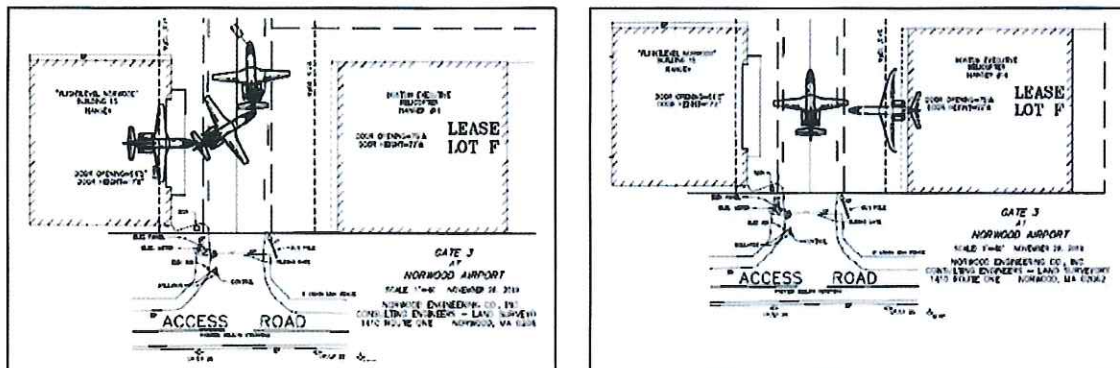
However, as set forth below, the TOFA at Gate 3 is necessary for aircraft separation; it is justified for vehicle access; the fact that its inconvenient to BEH is not sufficient grounds for its removal; removing the TOFA at Gate 3 will dramatically change the character of the Airport and interfere with its plan for future sustainability; and, bifurcating the Technical Masterplan Update process for the benefit of BEH, and to the detriment of the taxpayer, the public, the Airport and the Airports its other users, violates numerous Grant Assurances. Further the Town can fully comply with the November 2, 2018 Director's Determination without eliminating the TOFA at Gate 3.

1. THE TAXILANE 3 OFA AT GATE 3 IS NECESSARY FOR AIRCRAFT SEPARATION.

At item (1) of its Petition, BEH argues that the Gate 3 Taxilane serves no purpose for aircraft separation. Nothing could be farther from the truth. FlightLevel's Building 15 is positioned immediately across Taxilane 3 from BEH's Building 14. Only 123 feet separate the two buildings. Of this 115 feet is designated OFA.

(a) FlightLevel's Building 15.

FlightLevel's Building 15 is a 12,500 sf aircraft storage hangar with frontage on the north side of Taxilane 3. As currently configured, with its 64'5" wide and 17'6" tall hangar door, Building 15 can accommodate aircraft up to the size of the Citation XLS currently hangared there, and depicted in the inset site plans.¹ Under tow, the Citation XLS extends 68' from tug to tail² but requires considerably more than 68' of maneuvering room to access Building 15.³ However, Building 15 is positioned 48 feet from the centerline of Taxilane 3, and because a portion of the hangar and the ramp in front of its main door is already within the TOFA, of the 115' OFA at Gate 3, only 105'6" is usable. As such, in order to pull the XLS straight out of the hangar, more than half of the distance between the two buildings, and about 80% of the TOFA is required. Once lined up, the XLS extends 28.2' on each side of the centerline, leaving only 30' of wingtip clearance to the edge of the TOFA on BEH's side, and just 20' of wingtip clearance from Building 15 on FlightLevel's side.⁴



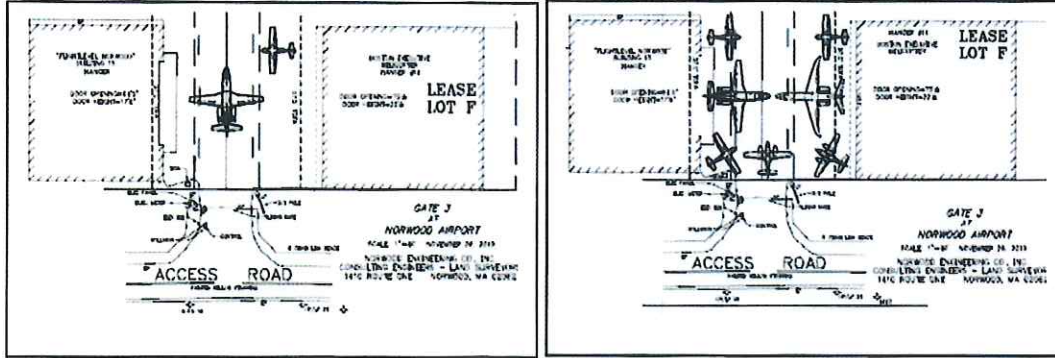
¹ With modification, the hangar door could be increased in width and/or height to accommodate even larger aircraft.

² Citation XLS: Length: 52.5', Wingspan: 56.33', Tail Height 17.1'. Tronair 01-1291-001 XLS Towbar 11.5' adding 6' of length in XLS operation. Eagle TT8 Tug: 9'6".

³ Tail-first and perpendicular to the hangar door as is often required.

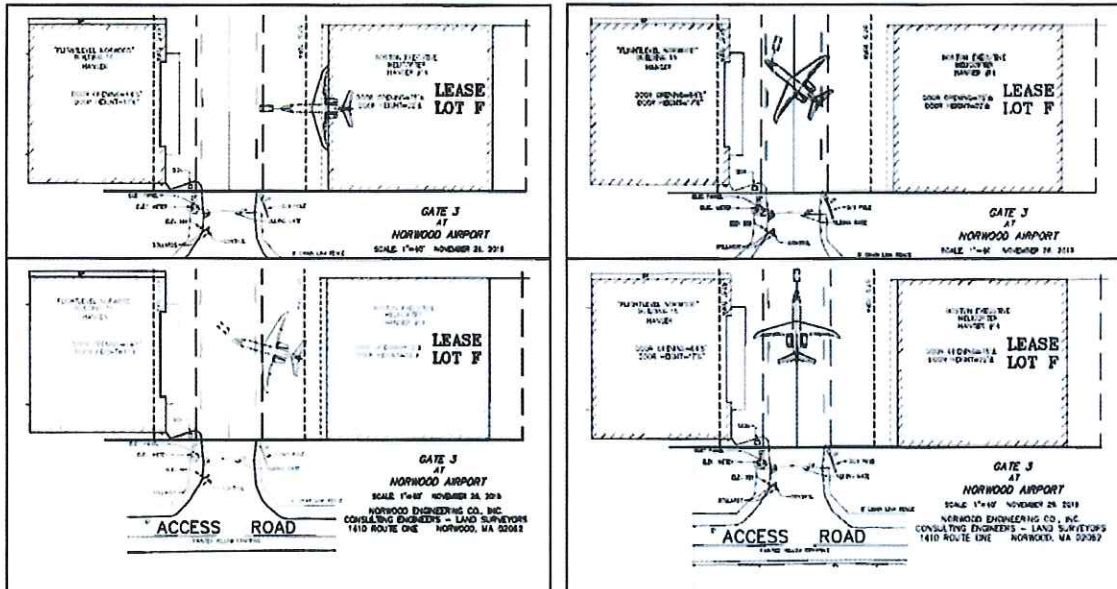
⁴ The included simulations are based on aircraft templates provided in the software programs "AviPlan" and "Smart Draw." All aircraft dimensions were confirmed using FAA Airport Engineering Division, AAS-100 Characteristics Database (October 2018). Aircraft positioning was provided by FlightLevel, for demonstration purposes and are to be considered as reasonably approximate.

Even a Cessna 172⁵ parked in the TOFA at the terminal end of Taxilane 3 will deprive FlightLevel of the wingtip clearance it needs to safely store and tow and operate the largest aircraft its Building 15 can accommodate.



(b) BEH's Building 14 –

BEH's building 14 is a 15,000 sf aircraft storage hangar and office structure with frontage on the south side Taxilane 3. With its 64'5" wide and at least 22' tall hangar door, Building 14 is capable of accommodating aircraft up to the size of a Citation Sovereign, as depicted in the inset site plans, and in BEH's Facebook photo gallery.⁶ Under tow, a Citation Sovereign extends 78' feet from tug to tail.⁷ Building 14 is positioned 75 feet from the centerline of Taxilane 3, so there is currently 17'6" of ramp in front of Building 14 that is outside of the TOFA. Yet in order to pull the Sovereign straight out of BEH's hangar, more than three quarters of the distance between the two buildings, and about 73% of the

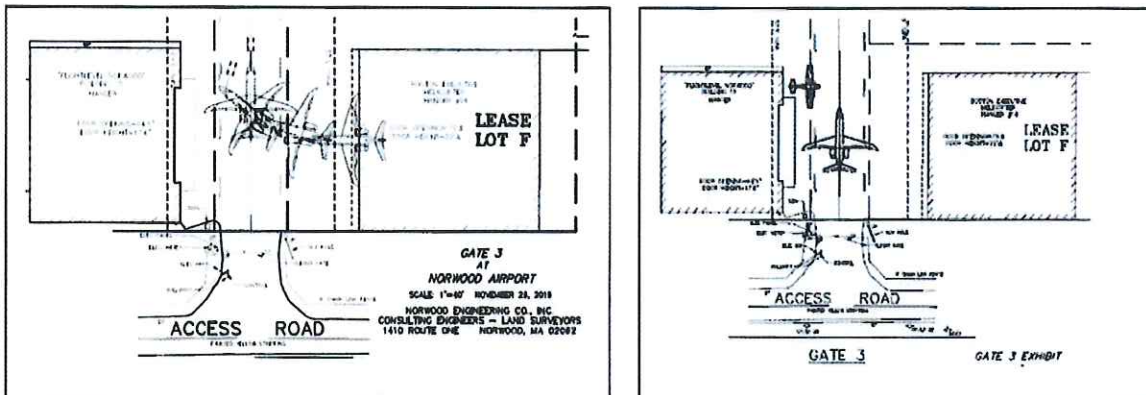


⁵ Cessna 172 Skyhawk: Length: 27.17', Wingspan: 36.08', Tail Height: 8.92'.

⁶ <https://www.facebook.com/FLYBostonExecutiveHelicopters/photos/a.1174828275947396/1587685594661660/?type=3&theater>. The photo depicts Citation Sovereign N900EB in BEH's hangar. It is anticipated that BEH will remove this image upon learning of this letter.

⁷ Citation Sovereign: Length: 63.5', Wingspan: 63.33', Tail Height 20.33'. Tronair 01-1291-001 Sovereign Towbar 11.5' adding 6' of length in Sovereign operation. Eagle TT8 Tug: 9'6".

TOFA is required. Once lined up, the Sovereign extends 31.66' on each side of the centerline, leaving only 25' of wingtip clearance to the edge of the TOFA on BEH's side, and just 16.3' of wingtip clearance from Building 15 on FlightLevel's side. Likewise, if even a Cessna 172 is parked in the TOFA, it, alone, will deprive BEH (or the future owner of Building 14) of the wingtip clearance it needs to safely store and move the largest aircraft its Building 14 can accommodate.



**(c) BEH Fails To State How The Interest Of Aircraft Safety Will
Be Served By The Removal Of The OFA At Gate 3**

Citing AC/150-5300-13A, BEH suggest that the definitions of "Taxilane"⁸ and "Hangar Apron"⁹ should be used to reclassify the terminal end of Taxilane 3, in order to justify removing the OFA. However, BEH fails to include the definition of "Object Free Area"¹⁰ in its petition, or address the most important question ... how in the absence of Taxilane markings that extend all the way to Gate 3 and the corresponding OFA, sufficient clearances can be achieved to "enhance the safety of aircraft operations" other than "by remaining clear of objects, except for objects that need to be located in the [area between Building 14 and 15 ...] for air navigation or aircraft ground maneuvering purposes." Unless and until that question is resolved, the FAA should reject BEH's (and any other) petition for removal or reduction of Taxilane 3 or the Taxilane 3 OFA at Gate 3.

(d) BEH Misrepresents FlightLevel's Use Of The Taxilane 3 OFA -

BEH next represents that both hangars (FlightLevel's Building 15 and BEH's Building 14) "use [the area between Buildings 14 and 15] for aircraft parking, marshalling and fueling." While it is true that both entities utilize the area for aircraft ground maneuvering purposes, only BEH uses it for aircraft parking and fueling, and only in defiance of Airport regulations. The fact that an entity intentionally and consistently violates airport safety regulations should not provide that entity, or any regulator, or any other person or entity with justification for its removal.

⁸ AC/150-5300-13A Chapter 1, Sec. 102. cccc. states: "Taxilane (TL). A taxiway designed for low speed and precise taxiing. Taxilanes are usually, but not always, located outside the movement area, providing access from taxiways (usually an apron taxiway) to aircraft parking positions and other terminal areas."

⁹ AC/150-5300-13A Chapter 1, Sec. 502.c. states "Hangar apron. This is an area on which aircraft move into and out of a storage hangar. The surface of such an apron is usually paved."

¹⁰ AC/150-5300-13A Chapter 1, Sec. 102. kkk. states: "Object Free Area (OFA). An area centered on the ground on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by remaining clear of objects, except for objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes."

2. THE TAXILANE 3 OFA AT GATE 3 IS NECESSARY FOR AIRPORT SELF-SUSTAINABILITY.

Grant Assurance 24 provides that the Airport Sponsor will "maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible [...]."

(a) Airport Self-Sufficiency Depends On Large Aircraft.

Attached as Exhibit D is a copy of a Position Paper presented to the Norwood Airport Commission, making the case for extending Runway 17/35. In short, through the Great Recession and its aftermath, corporate flight departments sold-off their "embarrassing" corporate aircraft, and outsourced their aviation needs to charter and fractional companies. This trend, known as "Charter Shift," combined with the non-proliferation of the micro-jet market, changed general and corporate aviation from primarily Part 91, to primarily Part 135. In the new Part 135 world, airports with runways shorter than 5,000 feet are disregarded, and airports with runways longer than 5,000 feet receive the lion's share of the private and commercial GA uplift.

(b) The OWD Master Plan Recognizes The Importance Of Large Aircraft.

The OWD Airport Master Plan recognizes this trend, and appropriately includes an option to extend Runway 17/35 to greater than 5,000 feet. The Master Plan Update, currently in process, goes a step further, specifying as a first phase, the paving of the Runway 17/35 safety areas, which will take the Airport's main runway from 4,000 to 4,600 feet. Second only to safety, the purpose for this investment will be to attract larger and more profitable charter and fractional fleet aircraft, since larger aircraft require more fuel and services, and pay higher rents than smaller aircraft. It is these additional services, fuel sales and rents that the Airport Sponsor will need to achieve and maintain financial self-sustainability. However, runway length, is only part of it.

(c) Large Aircraft Require Large Taxiways and Large Hangars.

The Airport must have the ability to safely taxi, tow and store large aircraft. Of the Airport's two east/west Taxilanes, the distance between the buildings at Taxilane 3 is wider by approximately 36 feet¹¹, making it the more desirable Taxilane for the erection of large hangars and the storage of large aircraft. Although Buildings 15, 16 and 18 are non-conforming, in the sense that they currently encroach into the Taxilane 3 OFA, they are reaching the end of their useful lives, and rather than reducing or removing the TOFA designation, they should be replaced with structures sited outside the TOFA, so the full length of Taxilane 3 can accommodate the largest aircraft design group (Currently Group B-II) capable of being hangared at OWD.

(d) Summary -

There no circumstance in which the Airport's self-sustainability will be served by the shortening, narrowing, or obstructing of any Taxilane, and especially not Taxilane 3. Further, surrendering the future profitability of Airport to improve the immediate competitive advantage of a single Airport operator would violate Grant Assurance 5, Preserving Right and Powers; Grant Assurance 2, Economic Nondiscrimination, subsections h., and i.; Grant Assurance 24, Fee and Rental Structure; Grant Assurance 29, Airport Layout Plan, subsections a., and b.; and Grant Assurance 34, Policies, Standards and Specifications.

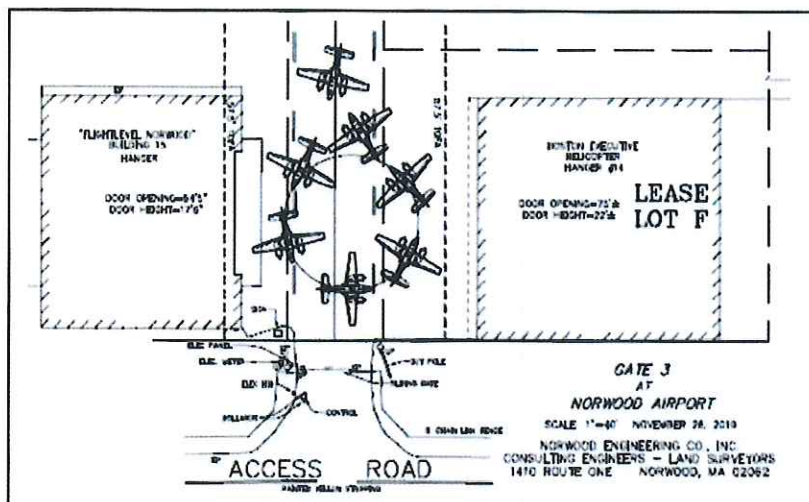
3. TAXILANE 3 AND CORRESPONDING OFA ARE JUSTIFIED FOR VEICLH ACCESS IN THE INTEREST OF AIRCRAFT AND AVIATION SAFETY.

¹¹ 123 feet +/- at Taxilane 3, compared to 87 feet +/- at Taxilane 2.

**(a) The Area Between Building 14 And Building 15 Should Not Be
Reclassified As A Service Road To Justify Removing The TOFA.**

At item (2) of its Petition, BEH argues that the Taxilane 3 is essentially a service road, and as such the regulations applicable to service roads should apply to area between Building 14 and Building 15. Since AC/150-5300-13A Chapter 5, Section 514¹² counsels that service roads “should be clear of the OFAs for the runways and taxiways/taxilanes,” BEH concludes that Taxilane 3 and OFA at Gate 3 are inappropriate. While creative, this second proposition is equally flawed.

To begin with, BEH fails to prioritize the operation of aircraft in the area between Buildings 14 and 15, offering the “service road option” more as an excuse for the change than a sound plan for why removing or relocating the Taxilane 3 TOFA makes sense. As discussed in detail above, the Taxilane 3 OFA is necessary to enhance the safety of aircraft operations, ensure proper clearances, and preserve the Airports ability to achieve and maintain financial self-sufficiency. It is also necessary to ensure proper clearances for transient aircraft that may taxi to the terminal end of Lane 3 after hours in search of fuel. The underlying image depicts a properly scaled Beech 55 entering and exiting the terminal end of Taxilane 3.



While it is true that vehicles gain access to the Airport through Gate 3, and that Gate 3 is the largest and best point of egress for emergency and commercial vehicles, it is ONLY the OFA designation that ensures that Gate 3 remains usable. Once the OFA is removed, and BEH converts the area to parking for its tenants, customers, fuel trucks and ground support equipment, Gate 3 and Taxilane 3 will be inaccessible (even as a service road) to all but BEH's preferred users.

¹² AC/150-5300-13A, Chapter 5, Section 514. Apron service roads.

Designated service roads should be provided on aprons because they restrict service vehicle movements to a confined area(s) where the pilot is familiar with seeing vehicle activity. Proper layout of service roads on an airfield contributes to airport safety and the reduction in runway incursions. Factors to consider when designing service roads include items such as current/future vehicle and ground-service equipment movement, space, bearing strength, height clearance, separation standards from runways/taxiways, and access. The width of service roads depends on the projected traffic levels, widest equipment expected to use the service road, etc. There are typically two locations for apron service roads: (1) behind the aircraft or (2) between the front of the aircraft stand and the terminal building. At commercial service and busy general aviation airports, service roads may also run between the apron and the taxiway/taxilane for authorized vehicle access to parked aircraft. These roads should be clear of the OFAs for the runways and taxiways/taxilanes. Facilities should be designed to avoid service roads crossing runways and taxiways/taxilanes to the extent possible. However, when a crossing is necessary, proper marking must be in place to ensure vehicles stop or yield to aircraft. The service road should be defined with centerline and edge striping. See AC 150/5340-1 for marking design information.

BEH next argues that there would be no prohibition on the marking of a service road across open ramp, but fails to propose the installation of a service road over its own existing open ramp at Gate 3, which would at the same time preserve the TOFA for aircraft safety, and meet BEH's desire to separate vehicle traffic. Since Taxilane 3 and its corresponding OFA terminate approximately 25 feet east of Gate 3, and more-or-less proximate to the northwesterly corner of Buildings 14, and since BEH maintains 17'6" of Hangar apron outside of the OFA, if a service road is indicated, the Airport would be far better served by its installation to the south of the Taxilane 3 OFA, over BEH's existing open ramp.

Lastly, BEH asserts that its aviation consultant inquired with AAS-100, and reported back that the Taxilane 3 OFA "was not prohibited by standards but did see that the Taxilane served little if any purpose at the end of the lane, and thought that substituting a vehicle service road would be a safety improvement by providing a clearly protected rout for vehicles." In addition to being partisan hearsay, this purported encounter between BEH's paid expert and an un-named federal employee is too speculative to deserve credit. If a proper analysis had been undertaken and completed, a written report would have issued, and BEH's expert would have provided that report to BEH to assist BEH with its petition. In the absence of a proper analysis and written report, the representation of BEH about the purported representation of BEH's expert, about the purported representation of an un-named federal employee should be stricken from consideration.

What's far more probative is your office's prior review of this issue, a record of which was memorialized in a June 24, 2013 email from Airport Manager, Russ Maguire directed to Mr. Donovan, copied to you, and circulated among all relevant FAA and MassDOT regulators. Specifically, "FAA policy does not allow new obstructions to be placed within any OFA areas regardless of existing obstructions." Further "per [... BEH's] commercial fueling operation, the concern expressed by the FAA is the use of the current taxi-lane (e.g., size and type of aircraft), and how that might change if possibly larger, itinerant aircraft were to begin operating on the gate 3 taxi-lane late at night looking for fuel." See June 24, 2013 Circularized Email at Exhibit E). The issue was concluded. The TOFA was preserved as currently configured, and the Airport Manager notified all Airport users, stating:

At this point, the taxi-lane object-free areas (TOFA) should no longer be an issue. [... B]y now, every airport business owner, every aircraft owner and/or chief pilot on this airport should be well aware that parking and leaving aircraft within the taxi-lanes (gate 2, gate 3 or north/south taxi-lane), whether for fuel or otherwise, is prohibited. Please reinforce this message with your staff and co-workers.

The Norwood Airport is, relatively speaking, small. Onto this footprint, we have 10 commercially permitted businesses, any number of corporate and business flight departments and 187 based aircraft. This doesn't include all of the transient aircraft and ground traffic including fuel trucks, maintenance and personal vehicles. So airport management fully understands our space constraints, which seem to be getting tighter and tighter. That said, we're asking everyone to honor these TOFAs for the benefit of all.

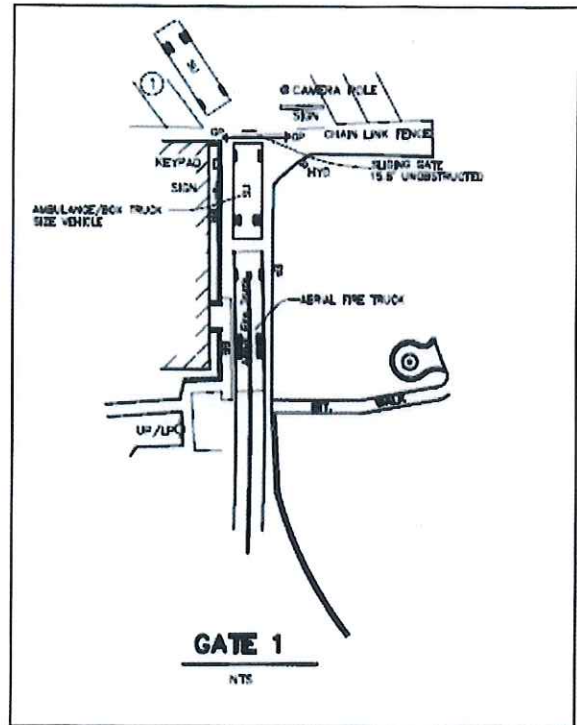
See: April 11, 2014 Email attached as Exhibit F. The FAA should not now disregard its previously identified and very real safety concerns, or undo the results of its prior investigation, solely to benefit a single Airport user by eliminating the OFA between Buildings 14 and 15.

(b) The Taxilane 3 OFA Should Continue To Gate 3 To Protect Unobstructed Access For Emergency Responders –

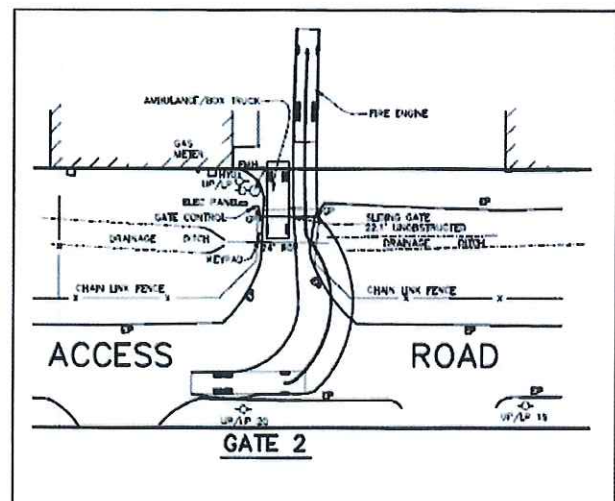
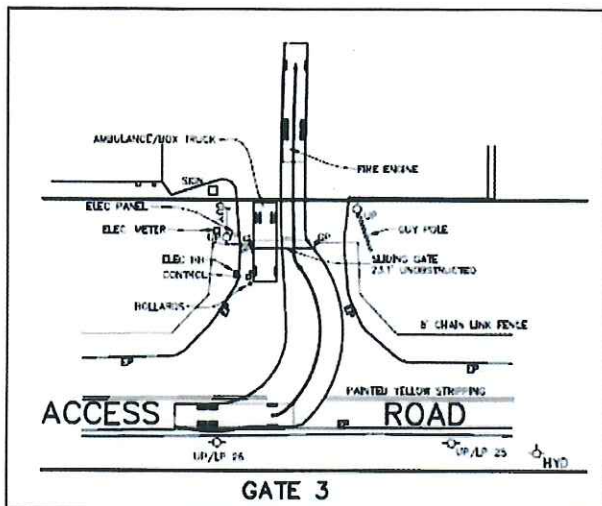
Of the Airport's three vehicle gates, Gate 3 provides the best over-all vehicle access for emergency response.

Unlike Gate 1, which is served by a narrow vehicle lane that passes by a restaurant and rental car concession, each with corresponding amounts of vehicle and foot traffic; and unlike Gate 2, which is served by a comparatively narrow ground-side access driveway, and which requires careful maneuvering at the vehicle gate; Gate 3 has a comparatively wide ground-side access driveway, and direct, line-of-sight, air-side ingress and egress to the Airport's taxilanes, taxiways and runways.

Additionally, only one emergency vehicle at a time can pass through the 15.8' unobstructed opening afforded by the slide gate at Gate 1. And while the 22.1' unobstructed opening afforded by the slide gate at Gate 2 could permit multiple vehicle access, the narrow paved entrance creates a choke point that renders it less than ideal in the event of an emergency. By contrast, the 23.1' unobstructed opening afforded by the slide gate at Gate 3, combined with the large radius paved driveway to and from Access Road, permits simultaneous use of Gate 3 by multiple vehicles, such that a fire engine can freely enter and an ambulance can freely exit the Airport at the same time.



Note below that the fire truck entering at Gate 2 passes through the drainage ditch, while the fire truck entering Gate 3 remains on the paved driveway.



More important still is the proximity of Gate 3 to the northern side of the Airport, making it the most direct emergency route to the approach end of Runway 17/35, and ALL of Runway 10/28.



If the TOFA is removed as requested, it will effectively close the Airport's widest and best access point to fire rescue, emergency medical transport, as well as fuel transports, commercial freight, construction equipment, and the like. It will convert Gate 3 and the westerly portion of Taxiway 3 (each extremely important public Airport resources) into private ramp for the exclusive use of BEH and its transient fuel and tie-down tenants, greatly extending emergency response time to the farthest north and east sections of the Airport, including much of Runway 17/35 and all of Runway 10/28.

4. THE FACT THAT THE GATE 3 TAXILANE OFA IS INCONVENIENT FOR BEH DOES NOT JUSTIFY ITS REDUCTION OR REMOVAL.

At Section 3 of its petition, BEH asserts that the Taxiway 3 OFA at Gate 3 is highly detrimental to the use of its hangar, and re-offers the "service road" argument in support of its removal.

(a) BEH Knowingly Elected Not To Re-Position Its Hangar On Lot F To Gain Additional Ramp Outside The Gate 3 OFA.

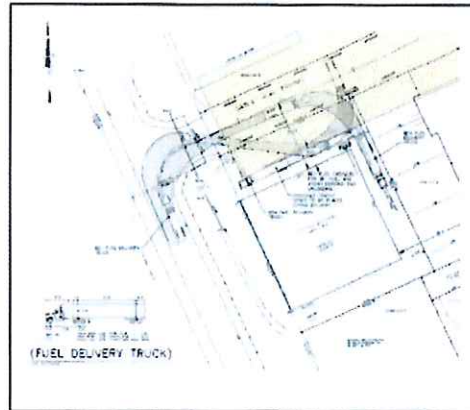
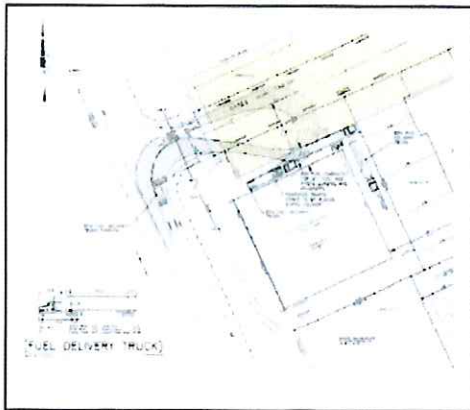
As detailed above at Section 1.A., dating back to 2013, and well before breaking ground, BEH was repeatedly cautioned by the NAC and Airport Manager about the limitations of its site design, given the application of NFPA 407 aircraft fueling setbacks, and the proximity of its hangar to the Gate 3 TOFA. Yet with full knowledge of those limitations, BEH elected not to alter its site plan, and demanded under threat of litigation that the NAC approve its plan as proposed. BEH did this because it believed that once its hangar had been built, it could bully the NAC into giving it additional land, using the argument that it was being penalized, and the regulations were therefore being disparately applied. This strategy worked,¹³ and it's exactly what BEH is attempting to do with its petition. However, the "Clean Hands Doctrine" is a rule of law that a person coming to court with a lawsuit or petition for a court order must be free from unfair conduct (have "clean hands" or not have done anything wrong) in regard to the subject matter of his/her claim.¹⁴ This is clearly not the case with BEH, and although review by your office is not a court proceeding, the principle should apply equally, and BEH's petition should be denied.

¹³ The NAC evicted the prior tenants of Lot A, Lot B and the CD-3 Apron and offered the land to BEH.

¹⁴ <https://dictionary.law.com/Default.aspx?selected=211>.

(b) BEH Can Operate Its Fueling System And FBO Compliantly Without Violating Or Removing Or Reducing The Taxilane 3 OFA.

BEH only mentions “fuel” briefly at Section 2 of its petition, but the transparent purpose behind the petition is the annexation of ramp so it can operate its FBO in front of its hangar. However, in the last several years, the NAC has required both FlightLevel and BEH to demonstrate that they could each compliantly operate their fueling systems without violating Airport safety regulations or the property rights of others. In 2018 BEH submitted the underlying scaled engineering plans prepared by the designer of Building 15 and its in-ground fuel system, as evidence that it can operate its fueling system without violating the OFA, and without going on FlightLevel’s Lot G. More complete copies of the plans are attached at Exhibit G.



Although BEH cannot fuel aircraft on Lot F due to NFPA 407 setbacks, it can fuel aircraft in designated areas on any public apron, and on any lot it leases from the Airport. However, the fact that the OFA at Gate 3 may be inconvenient for BEH, does not justify its removal or reduction to the detriment of the Airport and other Airport users. See, e.g., *Asheville Jet, Inc. v. Asheville Reg'l Airport Auth.* FAA Docket No. 16-08-02. — No. FAA-2008-1077. Director's Determination, at p. 21 (October 1, 2009)(“[C]onvenience is not the standard for evaluating whether an aeronautical tenant enjoys an exclusive right or not”). Moreover, while BEH has 17’6” of ramp outside of the OFA in front of Building 14, FlightLevel has none, and yet FlightLevel remains perfectly capable of operating Building 15 without reducing or removing the TOFA. The difference is that BEH intends to engage in activities other than hangar operation at the terminal end of Taxilane 3. Principally, the parking, marshalling and fueling of aircraft.

(b) BEH Does Not Play Fair -

BEH continues the “service road proposition” at Section 3 of its petition. However, it adds a new twist, arguing that “replacing the Taxilane with a vehicle service road in this location provides each of the adjacent hangar owners with an additional 45 feet of hangar apron in front of their hangars, making it far easier to position aircraft and move stored aircraft in and out of their hangars.” Do not be fooled. The inference that “each of the adjacent hangar owners” will benefit is a deception.

BEH (now entering its fifth year of serial litigation) has demonstrated itself to be a highly partisan and territorial entity, intent on flaunting regulations, pushing boundaries, and seeking every possible advantage over anyone or anything that stands in its way. If given an opportunity, it will quickly disavow the implied détente, and occupy the entire area between Buildings 14 and 15 to further its own interests,

and to disrupt, delay, and interdict FlightLevel's commercial undertakings, harass its tenants, and interfere with the quiet enjoyment of its leaseholds. Under the direction of Mr. Donovan, there is literally NO likelihood that BEH will "play fair" and peacefully co-exist with FlightLevel at Gate 3, or permit FlightLevel (or anyone else) equal access to Gate 3, or the enjoyment its purported share of any additional ramp access that might be gained through its petition.

5. BEH's REMAINING ARGUMENTS FAIL TO JUSTIFY REMOVAL OR REDUCTION OF THE TAXILANE 3 OFA.

(a) Removing Or Reducing the TOFA Will Convert Lane 3 From Public Asset To Private FBO Ramp.

At Section 4 of its petition, BEH attempts to anesthetize the FAA relative to the impact of removing the TOFA at Gate 3, arguing, in essence, that it's merely the removal and replacement paint, which "will have no effect on the number or types of aircraft or vehicles that use Lane 3, and make no change in the kinds of activit[ies] engaged in by the entities] using the hangars on Lane 3."

However, as discussed above, BEH's primary objective is to acquire additional ramp so it can conduct commercial fueling and FBO operations in the OFA at Gate 3. In Section 2 of its petition, BEH stealthily mentions that "both hangars" use the area between Buildings 14 and 15 for "*aircraft parking, marshalling and fueling*." This is a false statement, but it's foundation upon which BEH justifies its representation that there will be no change in activity when it starts fueling aircraft between Building 14 and 15.

The truth, of course, is just the opposite. Commencement of commercial *aircraft parking, marshalling and fueling* in the area between Building 14 and Building 15 will have a radically destabilizing impact, completely transformation Gate 3 from a valuable Airport asset, to BEH's private commercial fueling domain. It will effectively close the Airport's widest and best access point to fire rescue, emergency medical transport, fuel transports, commercial freight, construction equipment, and the like. It will convert Gate 3 and the westerly portion of Taxilane 3 (each extremely important public Airport resources) into private ramp for the exclusive use of BEH and its transient fuel and tie-down tenants. It will block egress to and from FlightLevel's Building 15, clog Taxilane 3 with transient aircraft seeking fuel, and greatly increase emergency response times to the north end of the Airport, including much of runway 17/35, and the entirety of Runway 10/28.

(b) BEH's Petition Seeks Blatant Derailment Of Public Process.

Although a Technical Master Plan Update, funded by hundreds of thousands of taxpayer dollars, had already progressed through the vetting of options and solutions – including those applicable to Taxilane 3, BEH describes an August 21, 2019 meeting in which he and his aviation consultant attempted to convince the FAA personnel to authorize or direct the NAC to remove the Taxilane markings and OFA at Gate 3, and replace the same with vehicle service road markings. While properly advised by Michelle Ricci and Lisa Lesperance that the issue would have to be considered as part of the Technical Master Plan Update, BEH, through its petition, is nonetheless seeking to bifurcate and subvert the Technical Master Plan Update process, to achieve its partisan objectives.

At Section 5 of its petition, BEH blatantly requests that the FAA "approve a NAC [sic] request to alter the markings on this short section of ramp and/or find that it is an action that could be done without further FAA review and noted on the next update of the Airport Layout Plan." If BEH's petition is granted, it will have succeeded in derailing the Master Plan Update, and changing the entire character and future of the Airport without due process of law. Alternatively, if BEH's petition is to be considered in connection with

the current Master Plan Update, the project will have to be reversed, re-cued and re-bid. In either case, it would lay waste to a considerable body of engineering work, at great cost to the taxpayers.

III CONCLUSION

For all of the foregoing reasons, BEH's petition should be denied.

Respectfully submitted,

FlightLevel Norwood, LLC

By: 

Nicholas W. Burlingham
General Counsel
FlightLevel Norwood, LLC
125 Access Road
Norwood, MA 02062
860-941-1129

Endnote ⁱ As an observer who attended nearly every NAC public meeting since 2014, I personally witnessed the NAC's many, many good faith attempts to help BEH become an FBO, while at the same time, BEH toyed with the NAC, artfully maneuvering, litigating, filing ethics complaints, records requests and appeals, publishing articles, sowing confusion and chaos, and intentionally sabotaging every opportunity that it had to become an FBO – all to mask its defective site design and bolster its claim for damages - including repeatedly refusing to execute any of the NAC's lease offers, or meet the NAC's simple and reasonable permitting requirements (like providing pollution insurance), all of which had been asked of and easily satisfied by FlightLevel.

So how could the Town have been found to have discriminated against BEH? There are two reasons. First, the Town failed to report its good-faith efforts or BEH's intentionally evasive behavior to the Airport Compliance Office for most of the pendency of the Part 16 proceeding. The procedural history (found at Section III.A. of the Director's Determination), shows no attempt on the part of the Town or its attorneys to update the Airport Compliance Office during the 13 months between January 3, 2016 and February 7, 2017, and/or the 19 months between February 7, 2017 and the November 2, 2018 Determination. Given the absolute dearth of evidence of the Town's good faith efforts and BEH's evasive behavior during these 32 months, and BEH's representation that the town still hadn't issued its FBO Permit, it is entirely understandable that the Director would conclude that the Town, rather than BEH, was at fault. The second reason is that the FAA Airport Compliance Office took far too long to render its decision. The Complaint was filed March 11, 2015. The briefing was concluded January 3, 2016, just 10 months later. Yet the Compliance Office waited an additional 2 years and 10 months to issue its determination, and when it did, it rushed it out so quickly that its first edition had to be retracted to correct numerous typographical errors. Both the Town and BEH had been anticipating prompt resolution and orders to guide them in their next steps. Had

the FAA issued a prompt determination, the 34 month delay would not have figured into the calculus that ultimately penalized the Town and increased BEH's claim for damages.

The November 2, 2018 Director's Determination came as shock to those of us who witnessed the dynamic between the Town and BEH. However, what has been difficult to justify, is why, when confronted with the patently incorrect Director's findings, the Town would fail to set the record straight by prosecuting the NAC's appeal, and stunningly, would instead allow it to become the final, unappealable, law of the land. The answer is that BEH was able to convince a member of the Town's Board of Selectmen, and a newly appointed Town Manager, with no aviation background or experience, and mere cursory understanding of the facts, law, history or circumstances, and without any investigation of their own, that the NAC was incompetent, and that by cutting the NAC out of the conversation, all of BEH's claims could be quickly resolved without further litigation. The quid pro quo was that the Town would agree to 100% of BEH's demands, one of which was removal of the TOFA at Taxilane 3; another was the withdrawal, with prejudice, of the NAC's Part 16 Appeal. So, over the objection of the NAC's sitting members, two of whom electing to resign on principal, the new Town Manager acceded to all of BEH's demands, as set forth in the Settlement Agreement, and then forced the NAC's remaining members to do the same, irrespective of the harm it would cause to the Airport, or the impact that it would have on the Airport's other tenants and users. This is why the Town is backing BEH's petition for removal of the Taxilane 3 OFA, and FlightLevel Norwood, rather than the Chairman of the Norwood Airport Commission, the Airport Manager, or the Town's aviation counsel, must write this letter.

EXHIBIT A

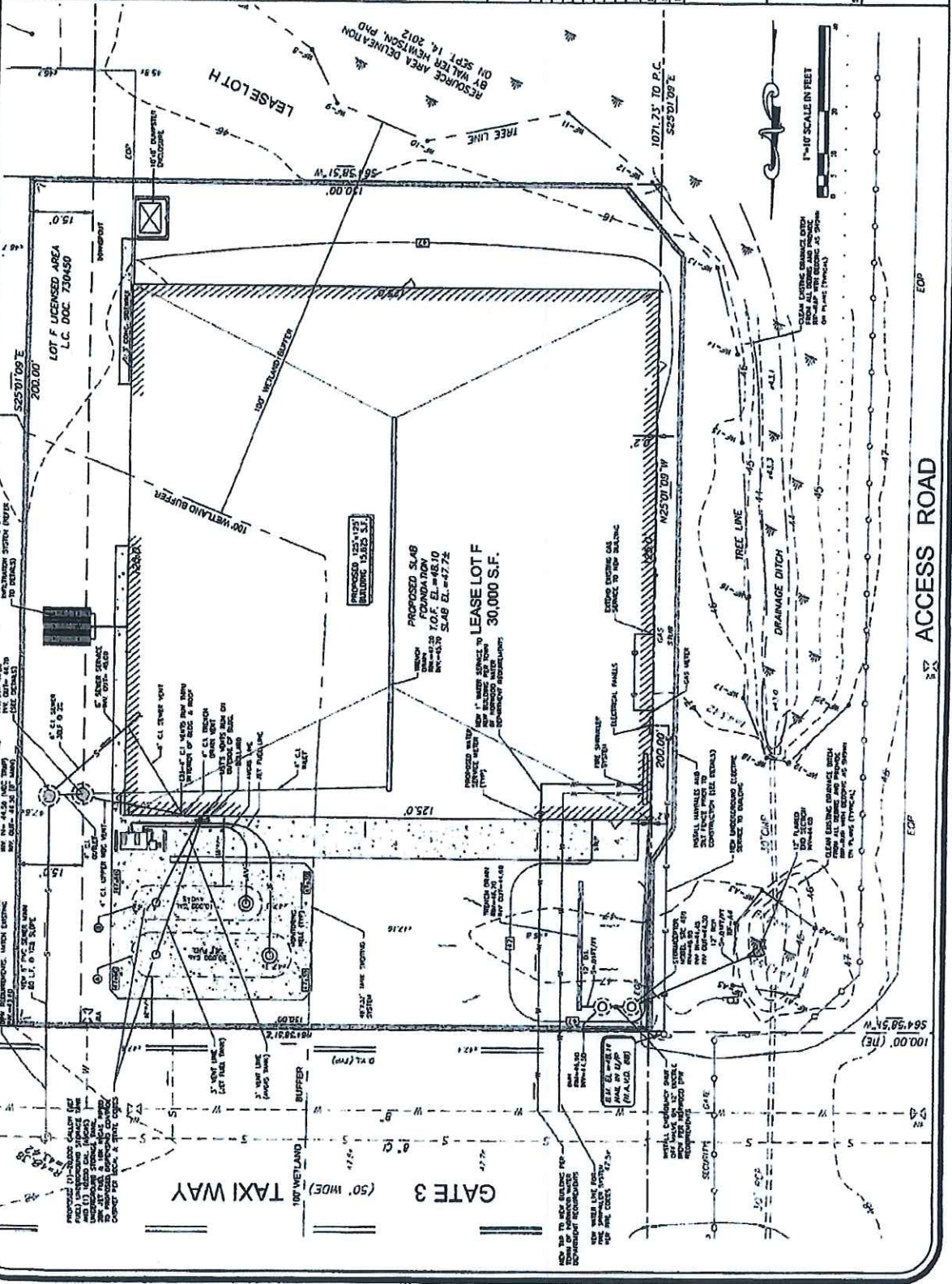
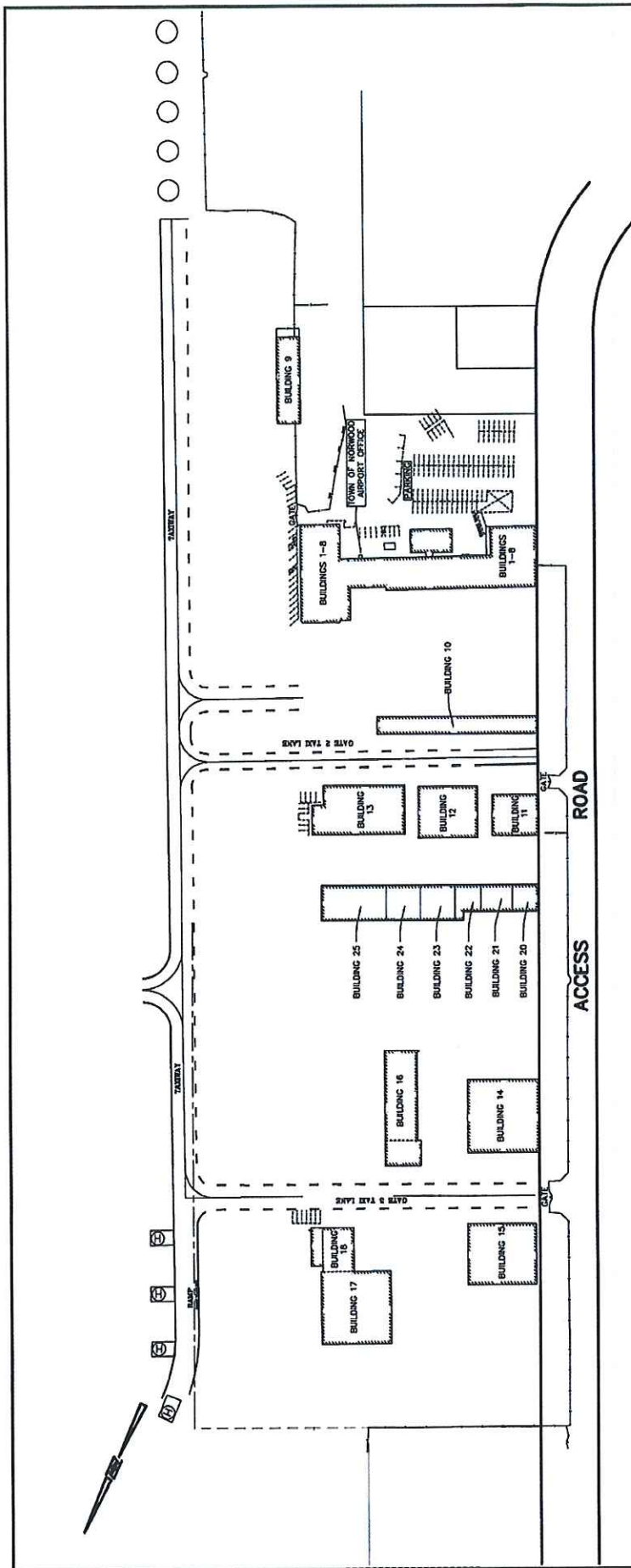
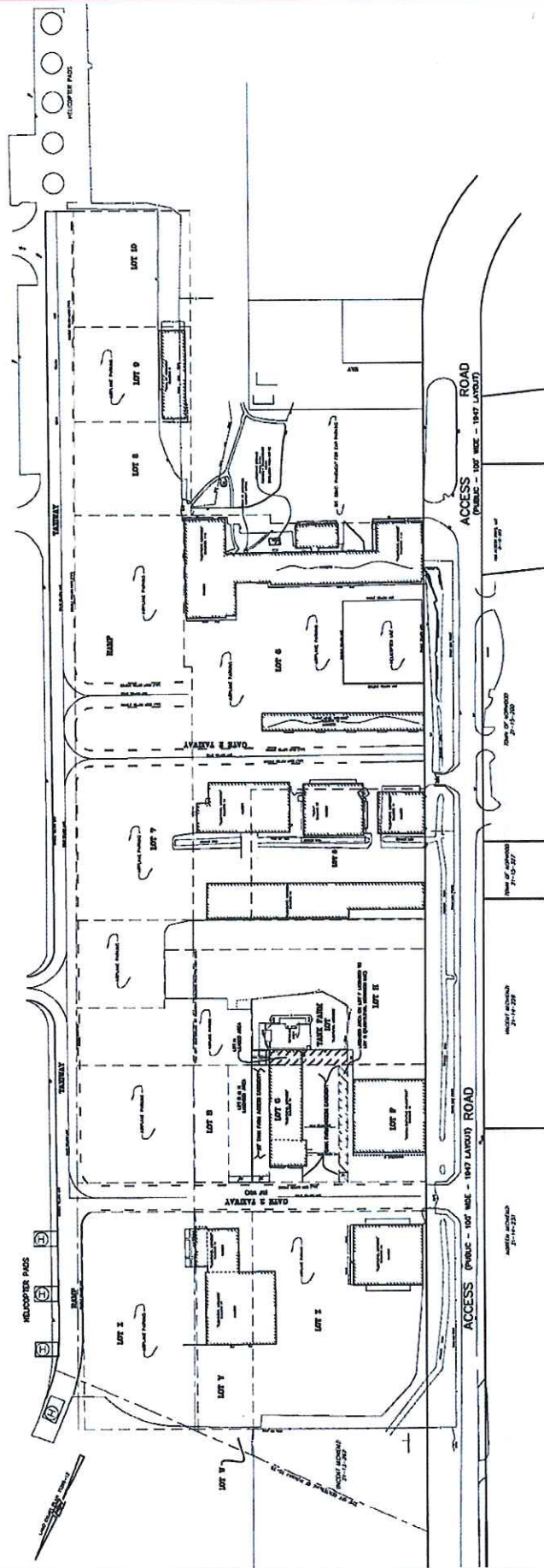


EXHIBIT B



NORWOOD AIRPORT
NORWOOD, MASSACHUSETTS
 PREPARED FOR
FLIGHTLEVEL NORWOOD LLC

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



THE BUILDING LOCATIONS AND EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED ON A LAND TITLE SURVEY PREPARED BY NORWOOD ENGINEERING COMPANY, INC. AND SHOWN ON A PLAN DATED 10/1/2016. THE BUILDINGS AND NEW LEASE AREAS WERE LOCATED BY NORWOOD ENGINEERING COMPANY, INC. ON DECEMBER 1, 2016.

FUELING RESTRICTION PLAN
AT
NORWOOD AIRPORT
NORWOOD, MASSACHUSETTS
PREPARED FOR
FLIGHTLEVEL NORWOOD LLC

SCALE: 1"=100'
 DECEMBER 1, 2016
 NORWOOD ENGINEERING, INC.
 1410 ROUTE ONE
 NORWOOD, MA 02062

9588-02

SHEET 1 OF 1

LEASE LOTS	
LOT 1	57,600 S.F.
LOT 2	135,360 S.F.
LOT 3	135,360 S.F.
LOT 4	10,320,000 S.F.
LOT 5	25,789 S.F.
LOT 6	24,000 S.F.
LOT 7	24,000 S.F.
LOT 8	105,000 S.F. (AREA INCLUDES TANK FARM LEASE LOT 15,300 S.F.)
LOT 9	72,940 S.F.
LOT 10	36,000 S.F.
LOT 11	112,470 S.F.

EXHIBIT C



The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS

125 Access Road
Norwood, MA 02062

MAILING ADDRESS

125 Access Road
Norwood, MA 02062

HAND DELIVERED AND BY ELECTRONIC MAIL

July 19, 2013

Boston Executive Helicopters
Attn: Chris Donovan, President
125 Access Road,
Norwood, MA 02062

RE: *Boston Executive Helicopters' Fuel Farm*

Dear Chris:

As a matter of record: During its monthly public meeting held Wednesday, July 17, 2013, the Norwood Airport Commission (NAC) met with your company, *Boston Executive Helicopters* (BEH), to specifically resolve two outstanding matters. These involved:

1. FAA's design standard relative to the Norwood Airport's gate 3 taxi-lane object free area (TOFA), as it applies to your company's construction and operational plans;
2. BEH's fueling plans and procedures with respect to the TOFA, and the abutting property interests of others

Regarding the NAC's first concern, as indicated in Wednesday's meeting, the board considers this matter resolved. As for the second concern, at Wednesday's meeting, your company delivered to the Airport Commission documents that now more comprehensively address BEH's fueling plans and procedures, especially with respect to the TOFA and the abutting property interests of others.

Following your company's presentation Wednesday, the NAC approved the continuation of your company's hangar construction and fuel farm installation.

However, as noted in the meeting, BEH still needs to deliver to the NAC additional documents and revised plans, which your company has agreed to. These documents would include:

1. A revised fuel storage drawing(s), which you've indicated has already been approved by the Norwood Fire Department and Board of Selectmen;
2. A foundation plan;
3. A shoring plan;
4. A copy of BEH's filing to the Norwood Conservation Commission (Con Com) showing the spill containment properties of your fuel farm, which you've indicated as having met the approval of the Norwood Con Com;
5. An updated construction schedule

Per Wednesday's meeting, BEH has furthermore agreed to an aircraft fueling restriction east of its leasehold since this involves abutting leaseholds; and this restriction will remain in place until such time that BEH can demonstrate to the Airport Commission that the property rights of others will not be violated.

Finally, on behalf of the board, thanks very much for taking the time at Wednesday's meeting to more fully explain BEH's plans. Good luck as your company moves forward with construction.

Sincerely,



Russ Maguire, Manager
Norwood Memorial Airport

Cc: *Norwood Airport Commission; Norwood Board of Selectmen; John Carroll, Norwood Town Manager; Chief Tony Greeley, Norwood Fire Department; Al Goetz, Agent, Norwood Conservation Commission*

EXHIBIT D

Norwood Memorial Airport Runway Extension Analysis

February 2018

Prepared by:



Prepared for:



Norwood Airport
Commission
(NAC)

This Presentation summarizes the massive economic benefits the Airport and Town would enjoy from extending Runway 17-35 to a minimum of 5,001 feet (it's currently 4,008 feet). It also debunks the commonly perceived drawbacks.

Contents

A. General Background	2
B. Charter Shift and its Effects	4
C. Industry Data	5
D. Competitor Airport Comparison	7
E. Economic Impact	10
F. Conclusion / Contact	11

The 2007 Airport Master Plan Update identifies “Runway Extensions” first on its list of “Facility Needs.” It also provides the alternatives analysis to accomplish the extension objective with minimal impact.



Source: Norwood Airport Commission

Adding 993 feet of length to Runway 17-35 would do more to boost direct and indirect economic contribution than any other measure – it would effectively transform the Airport from a “GA Airport” to a true “Corporate Reliever Airport”.

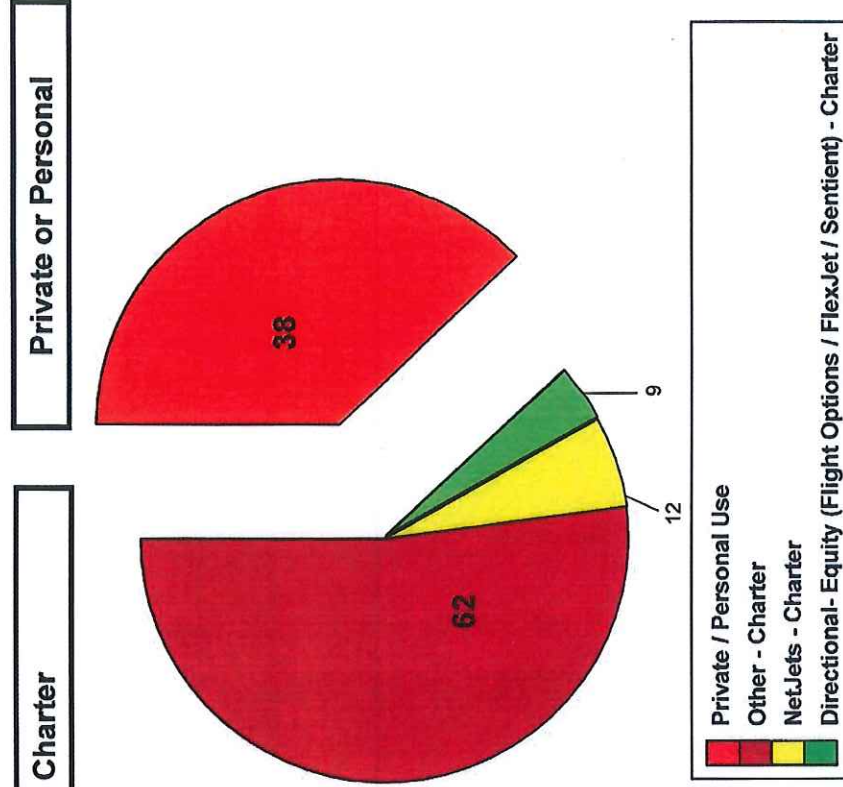
BACKGROUND:

- Currently only the smallest jets can operate at OWD due to its insufficient runway length (some of these jets are limited to dry runway conditions only).
- Starting in early 2009, corporate aviation was pilloried in Washington and in the media as the apex of financial irresponsibility. Against the backdrop of the “Great Recession,” corporations acted in large numbers to outsource their private aviation requirements. They sold their jets, dissolved their in-house flight departments, and bought large blocks of charter jet hours in their stead. With the “embarrassing assets” off their books, they were then free to enjoy the same private aviation benefits in comparative anonymity. This phenomenon, known as “Charter Shift,” has been a boon to general aviation, both domestically and internationally, but it has left airports like OWD on the sidelines for the following reasons:
- Charter companies are held to stricter operational standards by the FAA and their insurance companies than private operators. They require additional takeoff and landing length buffers for safety that render airports such as OWD inaccessible even to some of the smallest jets.
- The biggest Charter companies in fact have dispatch software that won’t even recognize an airport as an option if its max runway length is 5,000 feet or less, which is why you’ve seen a flurry of airports extending runways to 5,001 feet or more over the past several years.
- To make matters worse, with the stock market at an all-time high, and oil prices at a comparatively stable low, jet operators are upgrading their fleets to larger and more advanced aircraft, resulting in boom conditions at airports that can accommodate them, and bust conditions at those, such as OWD, that were dependent on smaller jets.
- These factors are in large part responsible for the decline in jet fuel sales, aircraft movements, and business development that OWD has experienced since 2009. Because the airport is not equipped to capture it, **OWD is literally missing out on the most unprecedented growth that general aviation has experienced since the 1990s. This trend can be reversed with 993 feet of additional runway, and the time to act is now.**

The “Charter Shift” phenomenon flipped the business jet usage ratio (Charter to Private) going from 40/60 pre 2008 to 60/40 by 2012. NetJets and the Directional Equity Charter companies are by far the biggest and fastest growing players.

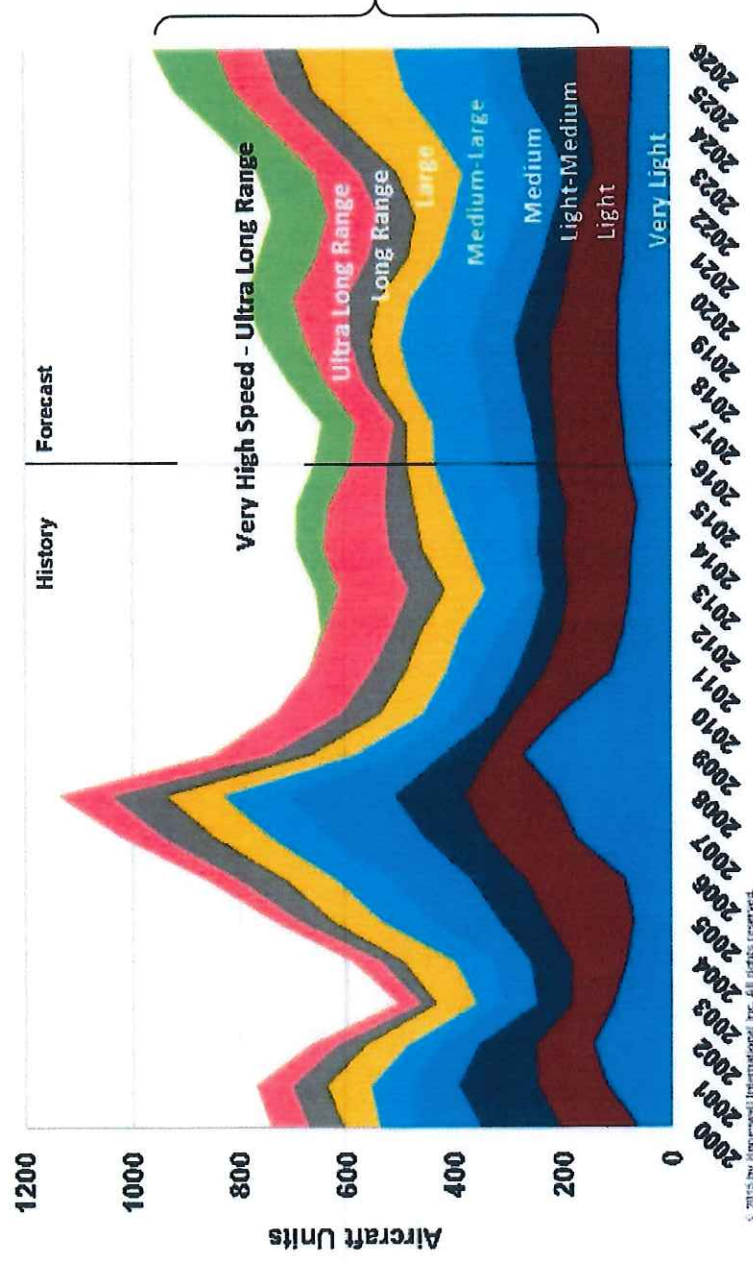
- Only 15% of the NetJets fleet (shown in yellow) is capable of using OWD. If, however, the runway surface is anything but 100% dry and clear of snowbanks, they go elsewhere.
- As a result, many NetJets flights scheduled for OWD divert to Hanscom, Beverly, Logan or one of the several Providence-area airports in the event of inclement weather, leaving customers stranded – such customers rarely give OWD another chance, even in the snow-free months.
- Most other jet charter companies including the Directional Equity – Owned Companies (shown in green) have altogether eliminated OWD from their airport options lists.

2017 Business Jet Fleet Usage Distribution:
Percentage



Sales of Light and Very Light jets have been in steady decline since 2008 and are the only categories of jets whose decline is projected to continue over the next 10 years. All other jet categories (those which cannot access OWD) will continue to see robust growth.

Jet Aircraft Sales by Category

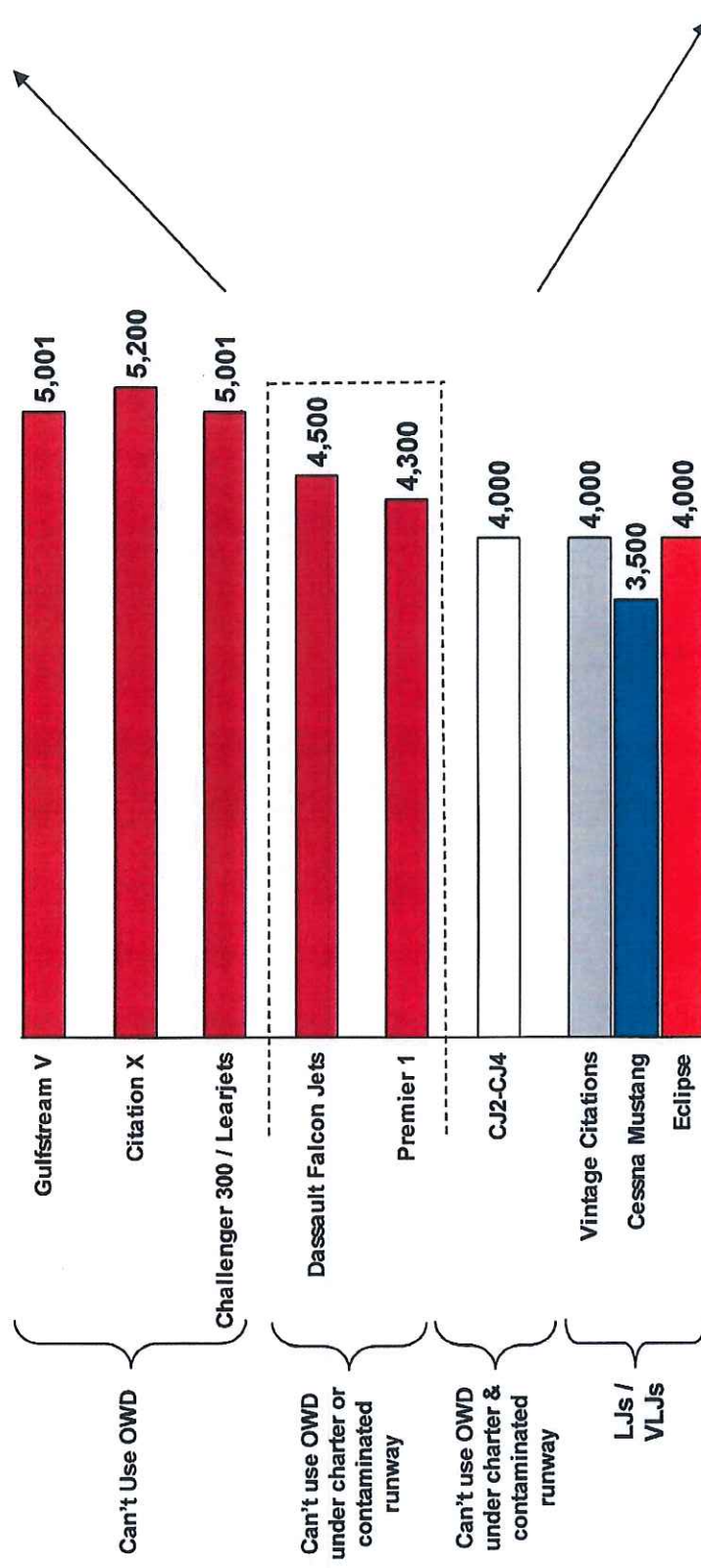


These jet categories (Light-Medium to Ultra Long Range) account for more than 90% of sales over the past 5 years and projected sales over the next 10 years. Virtually none of them can use OWD.

Below is a sample of the runway lengths required for some of today's best selling and most popular business jets – OWD's current runway can't accommodate any of them. It's also worth noting that the bigger jets are actually quieter and climb faster than the older Citation Jets based at OWD leaving a smaller noise footprint.

Sample Required Runway Length Comparison for Typical Charter Ops:

Feet



Note

Required Runway Length per Federal Aviation Regulation assuming each aircraft is operating at 90% maximum takeoff weight under international standard atmospheric conditions at sea level. The resultant distance is rounded up to the nearest 100 foot increment

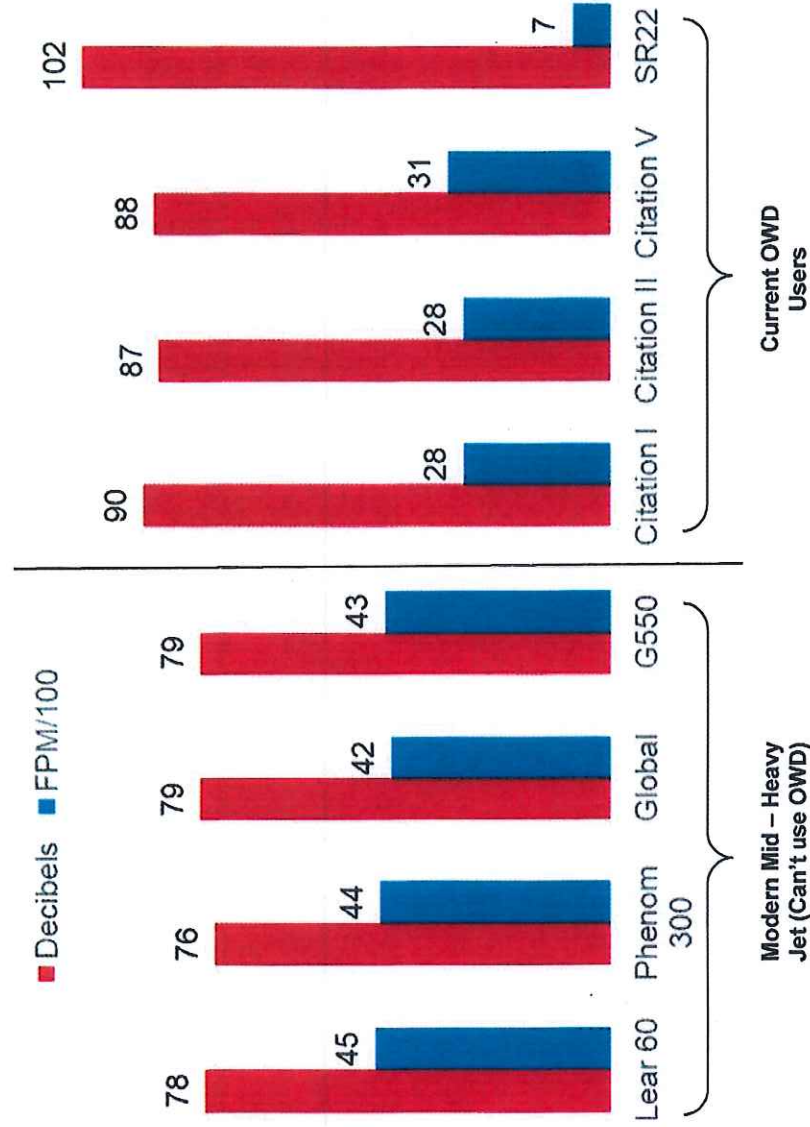
Source: Aircraft Manufacturer Websites

Confidential

The chart below shows the takeoff decibel level and initial rate of climb of the new larger Jets that OWD can't accommodate compared to the older Citation Jets that account for the vast majority of OWD's jet business and single-engine piston propeller planes which are 90% of OWD's takeoffs and landings.

Takeoff Noise Level and Initial Climb Comparison:

Decibels at Takeoff Power and Feet per Minute / 100

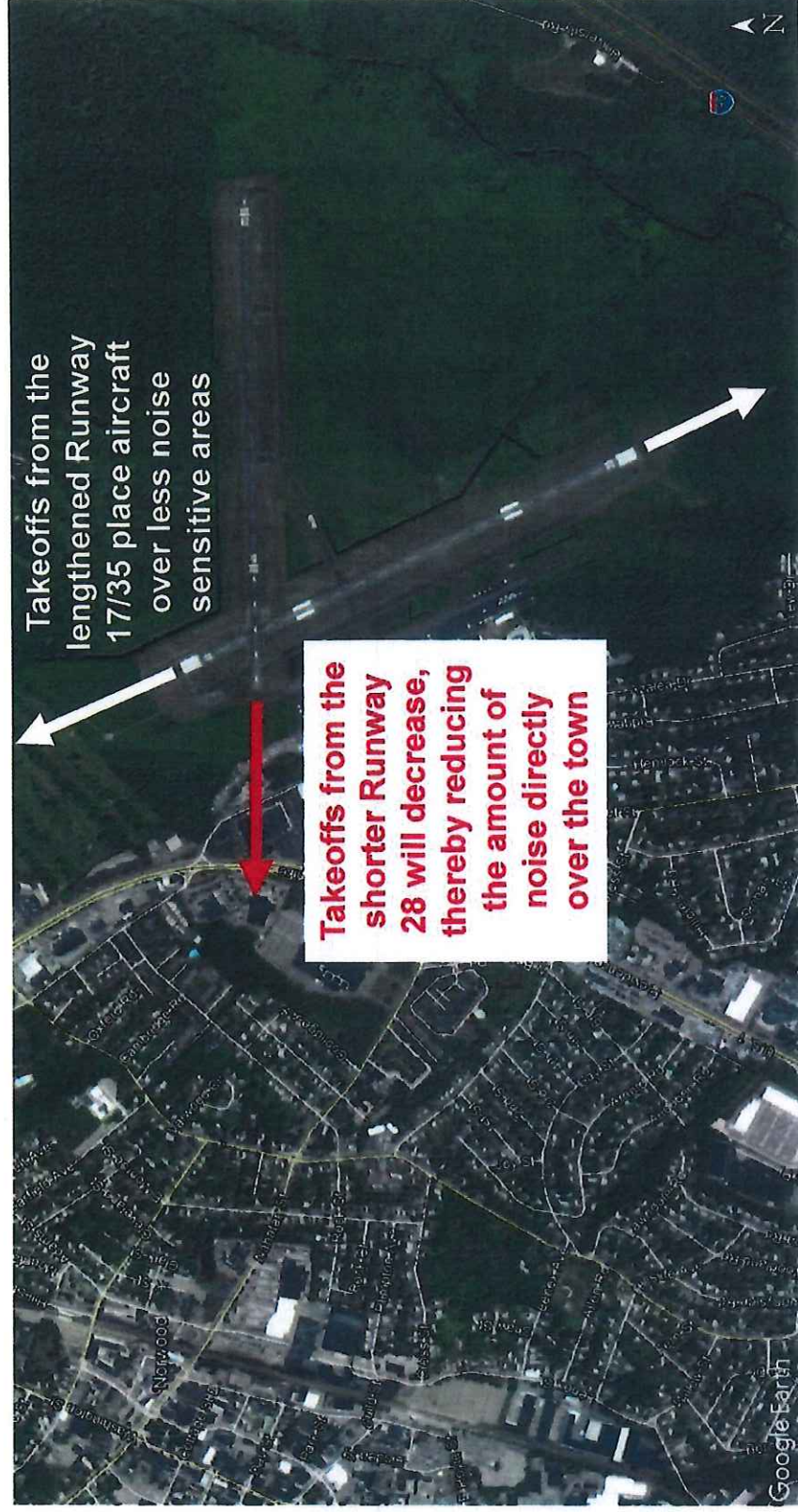


Source: FAA, Aircraft Manufacturers Website

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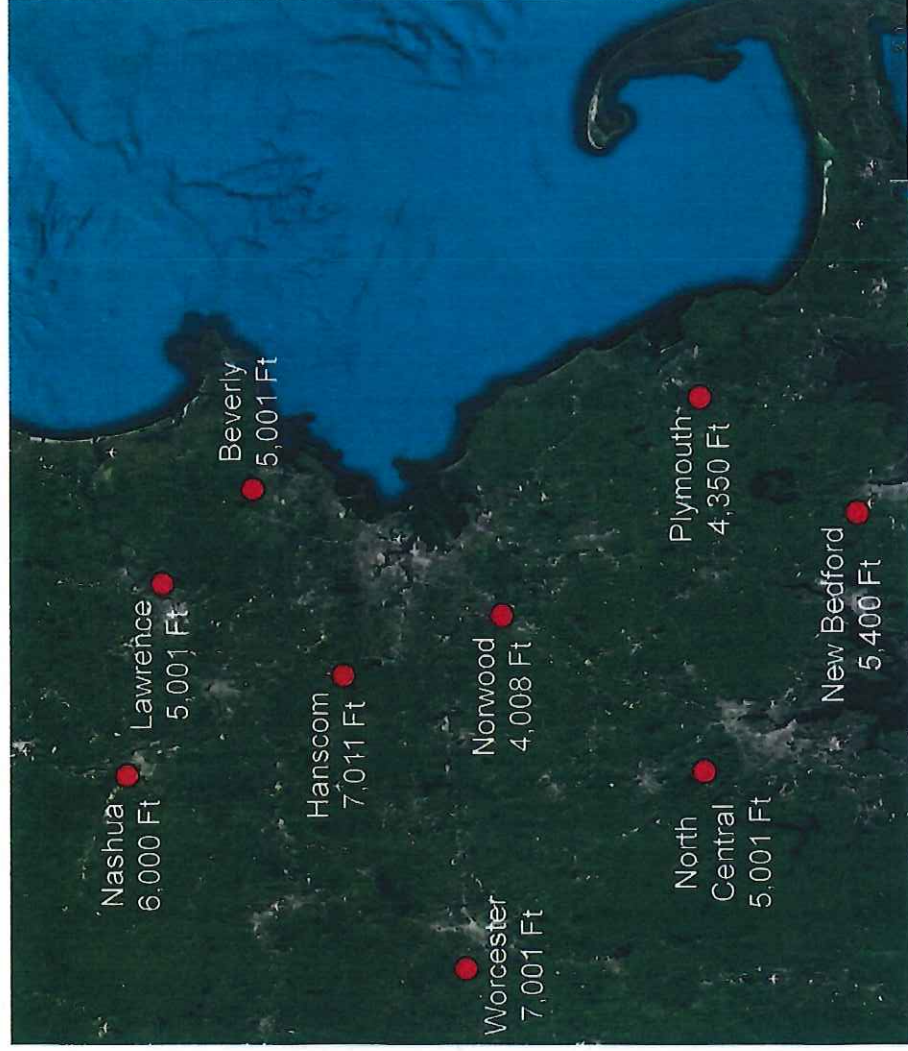
Furthermore, a 5,001 foot runway will discourage use of the shorter cross-wind runway, 10/28, putting fewer departing aircraft directly over the town. Noise levels will therefore decrease.

Overview of Takeoff Patterns:



Our biggest competitor airports already have or recently extended their runways to at least 5,001 feet. They continue to thrive across all categories (such as traffic, new development and fuel sales), while OWD stagnates.

Map of Competitor Airports and Length of their Longest Runway

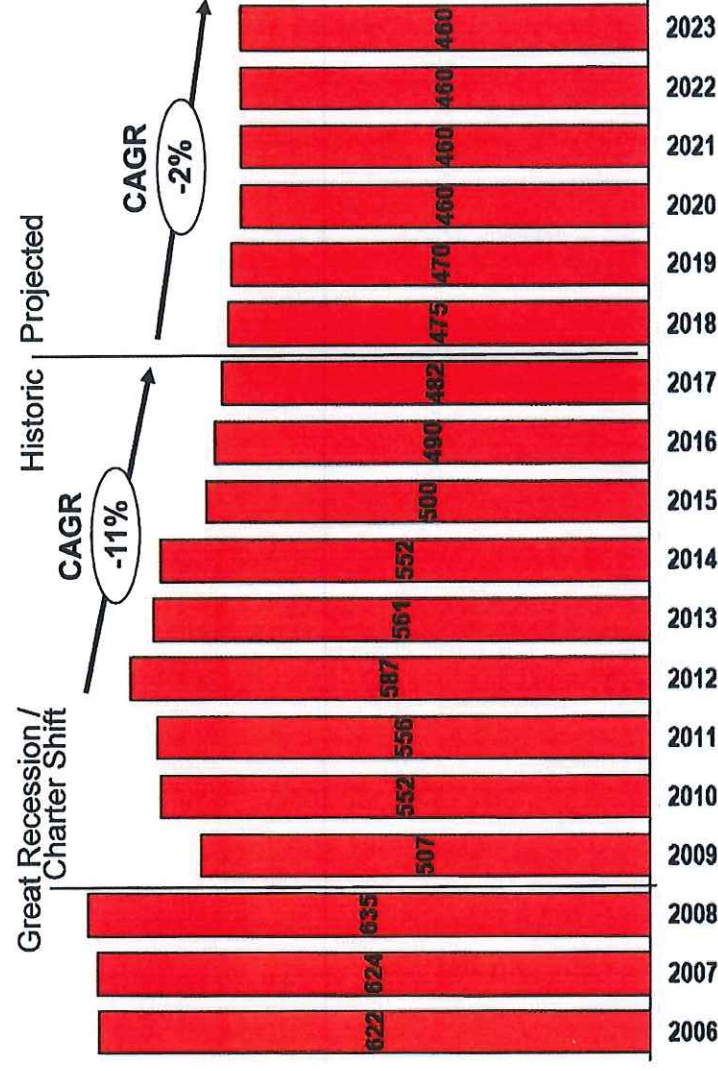


Source: Atnav.com

Our biggest Competitor Airports, Beverly and Hanscom, have averaged double digit annual fuel flowage growth as a result of charter shift. Business development and investment in their surrounding communities has commensurately flourished.

Competitor Airport Growth Comparison (Chart 1 of 2)

Norwood Memorial Airport Fuel Flow Assessment (Status Quo):
000s of Gallons



- Norwood Fuel Flow has decreased 11% annually since 2012 - US GA Airports as a whole enjoyed 3-5% growth during that same time.
- Flowage Fee Contributions to the town have declined nearly 20% from 2008 to 2017

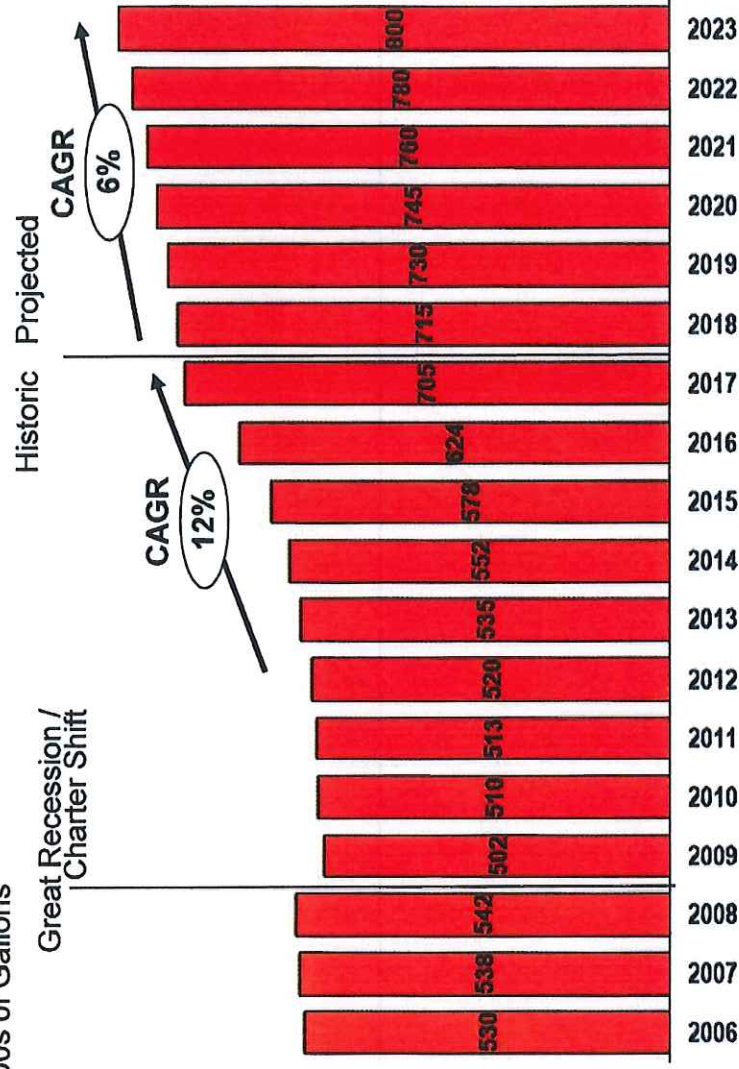
Source: Internal

...cont'd: Beverly and Hanscom have seen double-digit fuel flow growth since 2012 during which time Norwood saw a double-digit decline.

Competitor Airport Growth Comparison (Chart 2 of 2)

Beverly Airport Fuel Flow Assessment:

000s of Gallons

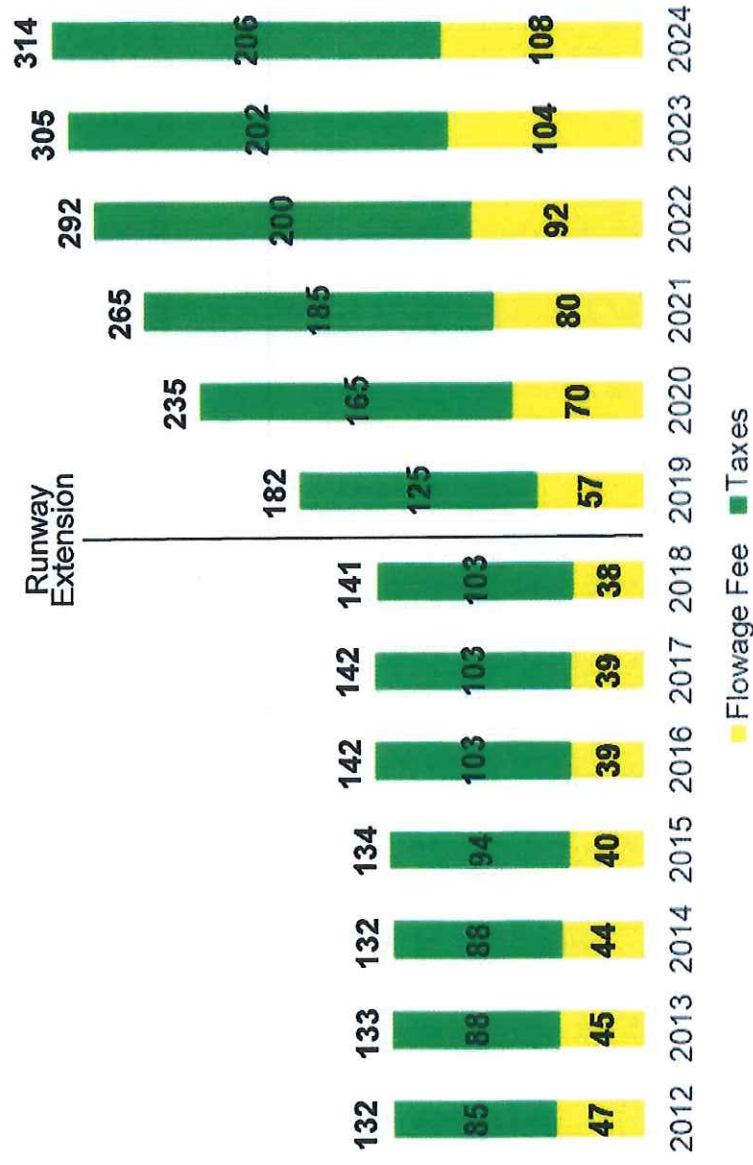


- The FAA projects an average of 6% annual growth for general aviation fuel consumption nationwide for the period 2018 -2023

The economic benefits to the town induced by the runway extension will be staggering. Fuel flowage will likely double within 5 years and new hangar and infrastructure development will be immediate – all delivering tens of thousands of new dollars directly to the town of Norwood through fees and taxes. Indirect benefits would likely come in the form of new hotels and restaurants for example.

Direct Cash Contribution to Town

Norwood Memorial Airport Flowage Fee and Property Tax Contribution (Historic and Projected):
000s of \$USD

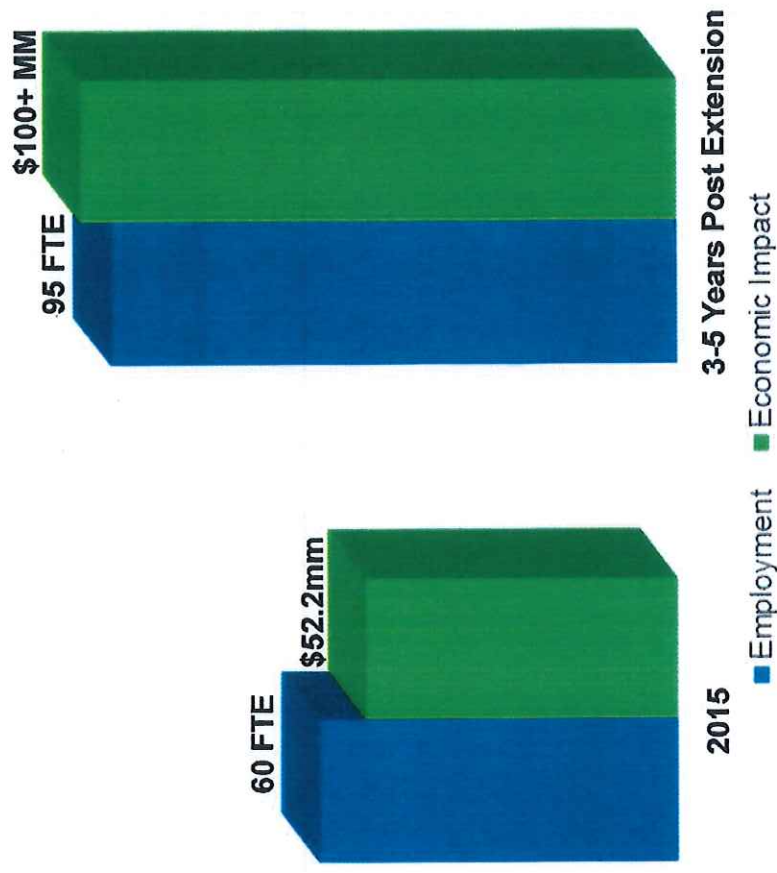


Source: Internal

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The 2015 Mass DOT Economic Impact Study ranks OWD 2nd among all GA Massachusetts airports in terms of economic output at \$52,232,000 annually. The runway extension would increase this number dramatically.

OWD Economic impact and employment pre and post Runway Extension:
 Airport Based FTE and Millions of \$USD



Source: MASS DOT 2015 Economic Impact Study; Internal

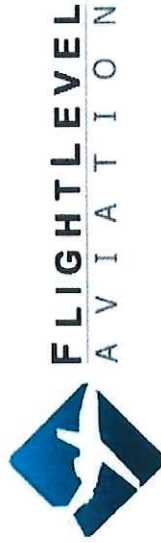
Confidential

A 5,001 foot runway would likely attract large employers and significant investment in addition to securing Norwood's staple businesses – similar to the 128 tech corridor near Hanscom field in Waltham.

- In addition to attracting new businesses, having an airport that can truly accommodate all corporate aircraft would do more to secure existing employers for the long term.
- Robert Kraft's corporate flight department has indicated that 5,000+ feet of runway would go a long way in effecting a fleet relocation from BED to OWD. They operate Challengers.
- It would also help make Gillette a viable Superbowl host at some point in the future.



With Norwood's leadership, both at the airport and downtown, focused on and committed to economic growth, the time to act is now. Prioritize the runway extension to secure the Airport's role as a leading profit center and economic engine for the town of Norwood. Please contact us with questions and to learn more:



It's about quality service.

**Every time you land. Every time you take off.
And every moment in between.**

CONTACT:

Peter Eichleay
President - *FlightLevel* Aviation
125 Access Rd.
Terminal Building 2nd Floor
Norwood, MA 02062

Work: 781.769.8680 ext 128

Fax: 781.370.8680

Cell: 703.282.7853

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EXHIBIT E

Zimbra

rmaguire@norwoodma.gov

Norwood Airport; Tentative Meeting Scheduled Thursday at Noon: Gate 3 Taxi-Lane TOFA

From : Russ Maguire <rmaguire@norwoodma.gov> Mon, Jun 24, 2013 10:57 AM
Subject : Norwood Airport; Tentative Meeting Scheduled Thursday at Noon: Gate 3 Taxi-Lane TOFA
To : chris@bostonexecutivehelicopters.com
Bcc : cliff vacirca <cliff.vacirca@faa.gov>, lisa lesperance <lisa.lesperance@faa.gov>, andrew mihaley <andrew.mihaley@dot.state.ma.us>, Christopher Willenborg (DOT) <christopher.willenborg@state.ma.us>, Jeff Adler <jadler@dubois-king.com>, Mark Goodrich <mgoodrich@dubois-king.com>, Tony Greeley <tgreeley@norwoodma.gov>, aerial172@aol.com, kevin@norwoodlight.com, kshaughnessy@norwoodma.gov, mogolfpro@comcast.net, mryan@norwoodma.gov, tomwynnere@norwoodlight.com, John Carroll <jcarroll@norwoodma.gov>, Brandon H. Moss <bmos@mhhl.com>

Good morning Chris:

Following last week's Norwood Airport Commission (NAC) meeting, the board expressed concern regarding the still unresolved gate 3 taxi-lane object-free area (OFA), and your proposed fuel farm within the OFA. As you recall, FAA's response--shared with you in December 2012--was that current FAA policy does not to allow new obstructions to be placed within any OFA areas regardless of existing obstructions.

That being said, there apparently are special circumstances where an exception (e.g., modification to standard) may be permitted. In this particular case, if the issue were only a hangar to be constructed in the OFA, it apparently may be allowed by FAA due to the existing obstructions. However, per your previously expressed interest in a commercial fueling operation, the concern expressed by FAA is the use of the current taxi-lane (e.g., size and type of aircraft), and how that might change if possibly larger, itinerant aircraft were to

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begin operating on the gate 3 taxi-lane late at night looking for commercial fuel. As FAA has noted, although there may not be any documented incidents along this taxi-lane, that could change with itinerant aircraft operating in this area, especially since the current taxi-lane does not meet current OFA standards.

In short, Chris, the non-standard taxi-lane OFA remains an outstanding issue that must be resolved in accordance with FAA's wishes, and an affirming review.

I've therefore scheduled a meeting at the site of your proposed hangar/fuel farm, adjacent to gate 3, at 12:30 p.m. this Thursday, June 27. In attendance will be Lisa Lesperance from FAA, MassDOT's Drew Mihaly, along with our engineers; hopefully, a representative from the Norwood Fire Department; and Mark Ryan, from the Norwood Airport Commission. Of course, we'd like to have you at the meeting as well.

As an aside: In a conversation with FAA earlier today, the agency did confirm that it has not yet received your company's FAA Form 7460 (Notice of Proposed Construction or Alteration) specific to the fuel farm. (FAA apparently has received the 7460 for the proposed hangar.) Notwithstanding an affirming review from FAA on the OFA issue, which is a separate issue, the fuel farm 7460--once filed--must also be satisfactorily reviewed by FAA prior to fuel farm construction. At your earliest convenience, I would urge you to send in that notification.

Along these lines, in my discussion with FAA, the agency asked whether the fuel farm would have any above-grade obstructions (i.e., fencing, vent pipes, etc.). From the set of plans you had provided to us, it appears that there are no above-ground obstructions. Please confirm this as soon as possible, as it will help FAA in its review.

Finally, as soon as possible, and as mentioned during previous meetings, the NAC would like to see some type of a written fueling plan from your company. Given the close proximity of your proposed fuel farm site to the gate 3 taxi-lane, the NAC wants to ensure that aircraft fueling and fuel delivery operations--pending a satisfactory review by FAA--don't impede or obstruct the public way.

Thank you.

Russ

--

3484

EXHIBIT F

Mike DeLaria

From: Russ Maguire <rmaguire@norwoodma.gov>
Sent: Friday, April 11, 2014 10:12 AM
To: Alfred CTR Burri
Cc: Mark Raymond
Subject: Norwood Airport; Taxi-Lane Object-Free Areas (Gate 2, Gate 3, North/South Taxi-Lane)

Good morning all,

At this point, the taxi-lane object-free areas (TOFA) should no longer be an issue. Unfortunately, following any number of conversations by airport management, as well as public discussions, we still have issues. No one company (or aircraft owner) is exclusively guilty. But by now, every airport business owner, aircraft owner and/or chief pilot on this airport should be well aware that parking and leaving aircraft within the taxi-lanes (gate 2, gate 3 or north/south taxi-lane), whether for fuel or otherwise, is prohibited. Please reinforce this message with your staff and co-workers.

The Norwood Airport is, relatively speaking, small. Onto this footprint, we have 10 commercially permitted businesses, any number of corporate and business flight departments and 187 based aircraft. This doesn't include all of the transient aircraft and ground traffic involving fuel trucks, maintenance and personal vehicles. So airport management fully understands our space constraints, which seem to be getting tighter and tighter. That said, we're asking everyone to honor these TOFAs for the benefit of all. Thank you.

Russ

--

Russ Maguire, Manager
Norwood Memorial Airport

EXHIBIT G



THESE VOLUMES ARE AVAILABLE
FROM THE NATIONAL ARCHIVES
AT COLLEGE PARK, MARYLAND

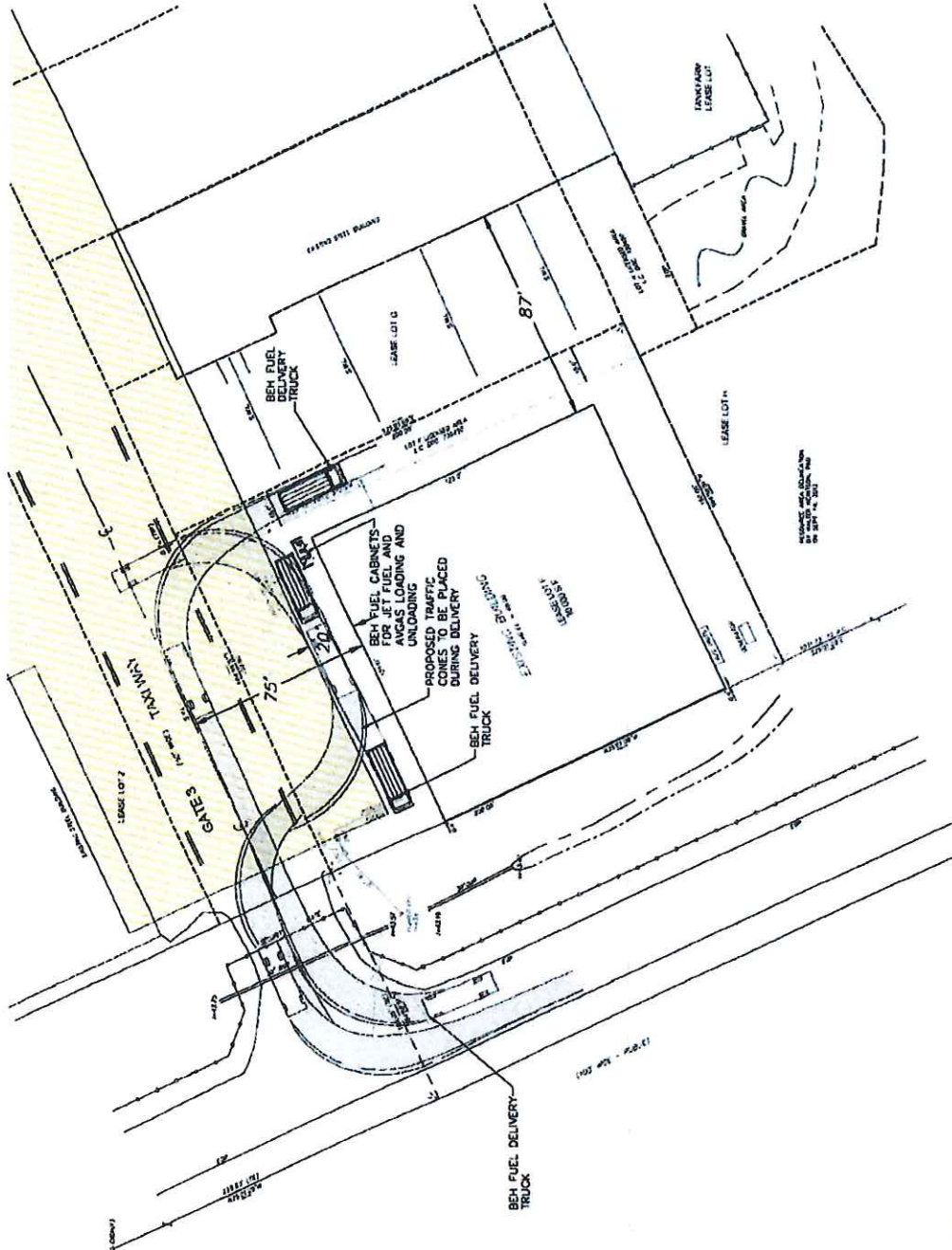
Preparation 1-40
 BENZYLAMINE HYDROCHLORIDE
 141-42-9
 200g N-ETHYL BENZYL
 AMINE (141-42-9) AND 100g
 N-ETHYL BENZYL AMINE
 (141-42-9) AND 100g



From 1949 to 1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359																																																																																																																																																																																																																																																																																																																																																																																																																								
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Small Pile Truck
Delivery Partner
Boston Excavating
Hilltopping

— 六 — 五三三



NORWOOD MEMORIAL AIRPORT (BEH FUEL DELIVERY ROUTE)

SCALE 1"=20'

TOFA/OF A AREA

HC036

SCALE 1"=20'

EXHIBIT B

July 15, 1987

SUBLEASE

This Lease (which is a Sublease under a lease hereafter mentioned) is made and entered into this 17th day of July 1987, by and between BOSTON METROPOLITAN AIRPORT, INC, a Massachusetts corporation (hereinafter called "Lessor") and DONALD J. MOORE, JR. and JAMES M. FITZGIBBONS, both of Brookline, Massachusetts, Trustees of HANGAR NOMINEE TRUST under Declaration of Trust dated October 27, 1977 (hereinafter together called "Lessee").

In consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and let unto the Lessee a parcel of land containing approximately 11,250 square feet of land shown on a plan attached hereto situated on the Norwood Airport in Norwood, Massachusetts. The leased premises are marked "tank farm" on said plan.

1. The leased premises shall be used for an underground fuel storage facility for storing and dispensing aviation fuel together with appropriate pumping and filtering equipment. As an accessory thereto, Lessee shall have the right to park automobiles and fuel trucks on the leased premises.

2. To have and to hold the leased premises for a term beginning with the date hereof and expiring on the date of expiration of the initial term of that certain lease between the parties hereto dated November 9, 1977 of adjoining premises used for hangar purposes.

3. Rent payable under this Lease shall commence to accrue beginning on the date Lessee begins dispensing fuel from the facility, but in any event no later than six (6) months from the date of this Lease, extended by any period of time caused by delays beyond the reasonable control of Lessee. Notwithstanding the foregoing, Lessee shall diligently proceed with construction of the facility in order to open it for business as soon as reasonably possible.

4. Rent shall be payable on the basis of a flowage fee of 4 cents (\$.04) per gallon of purchased aviation fuel by the Lessee, but in no event shall the annual rent be less than Ten Thousand Dollars (\$10,000.00). The aforementioned flowage fee shall be reviewed at five (5) year intervals and may be adjusted by mutual agreement to reflect changes made in flowage rates at other general aviation airports in New England. Rent shall be paid monthly in arrears for the monthly period ending on the same numbered day of the month in which the rent commencement date occurs. Such payment shall be made within ten (10) days after the end of the monthly period to which it relates and shall be accompanied by a statement signed by an authorized representative of Lessee certifying as to the number of gallons of aviation fuel purchased for the leased premises during such monthly period. Within sixty (60) days of the end of each lease year (made up of twelve such monthly periods), Lessee shall pay to Lessor such amount, if any, as shall be required to bring the rent paid for such lease year up to Ten Thousand Dollars (\$10,000.00).

5. Lessee shall pay Lessor as additional rent, ten (10)

days after demand by Lessor, semi-annually as real estate tax bills are issued, the real estate taxes assessed on all improvements constructed by Lessee on the leased premises (or elsewhere as hereafter provided for in Section 7 hereof), and the real estate taxes or charges in lieu of taxes levied on the land area of the leased premises in accordance with Lessor's agreement with the Town of Norwood.

6. Lessee shall pay directly to the charging authority all charges for utilities used on the leased premises and any charges for utility connections.

7. Lessee contemplates that in the future (but not as a part of its original construction) it may install a dispensing facility in the area marked "Existing Apron" on the attached plan. Lessor grants the Lessee the right to install and maintain in place during the term hereof and any extension thereof such a dispensing facility in said area, together with underground piping leading from the tanks on the leased premises across Lot H as shown on said plan to said dispensing facility, all subject to obtaining the approval of the Norwood Airport Commission.

8. Lessee covenants that it will not assign this Lease nor under-let nor permit any person to use or occupy the leased premises (except as contemplated hereby) without the written consent of the Lessor first had and obtained on every occasion, such consent not to be unreasonably withheld or delayed, provided, however, that Lessee may assign this Lease for collateral security purposes to any lender providing financing to Lessee with respect to the leased premises. Notwithstanding such

Written consent, the Lessee shall remain liable for the payment of rent and the performance of other obligations of the Lease for the entire term thereof, except for reasons hereafter set forth. Lessor has informed Lessee that it expects to allow a second full service fixed base operator (as defined in the service standards of the Norwood Airport commission) to do business at the Norwood Airport and that such a fixed base operation will require a fueling facility on the airport. Lessee agrees that Lessee will make available to such a fixed base operator selected by Lessor the use of Lessee's fuel storage and dispensing equipment under a contractual arrangement on commercially feasible terms that complies fully with the provisions of Title 49 of the United States Code, and any regulations promulgated thereunder, specifically including, without limitation, 49 U.S.C., Section 2210. Lessee hereby acknowledges and recognizes that Section 2210 requires, in part, that "each fixed-based operator at any airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport utilizing the same or similar facilities," and that Lessee hereby agrees to assume, with respect to the leased premises, any and all obligations of the Lessor with respect to compliance with the aforementioned statutes and regulations.

9. The Lessee covenants that it will not permit any placard or sign to be placed upon said premises or approaches thereto except in such place or manner as shall have first been approved by the Lessor; and that at the expiration or earlier

termination of this Lease Lessee will quietly and peaceably surrender possession of said leased premises to the Lessor in as good order and condition as the same now are, or shall be put in as contemplated hereunder, ordinary wear and tear, damage by the elements, and unavoidable casualties excepted. Pumps and pumping equipment (but not tanks) shall remain the property of the Lessee, but if the Lessee shall fail to remove the same at the end of the term, the same shall become the absolute property of Lessor.

10. Lessee agrees to have in force during the entire term of this Lease at its own expense public liability insurance with limits of not less than \$10,000,000.00 per incident for bodily and personal injury or death, and property damage with limits of not less than \$1,000,000.00 in responsible companies authorized to do business in Masssachusetts. Lessee shall provide the Lessor with a duplicate of the policy providing such insurance and shall provide reasonable evidence of the continued coverage thereunder at such intervals as may reasonably be requested by Lessor. Lessee shall carry a rider on said policies protecting Lessor from any liability for acts of Lessee. Lessee further agrees to defend any action and otherwise hold Lessor harmless on account of any acts by Lessee or its agents or servants. Lessor agrees to have in force during the entire term of this Lease public liability insurance with limits of not less than \$1,000,000.00 per incident for bodily and personal injury or death, and property damage with limits of not less than \$1,000,000.00 in responsible companies authorized to do business

July 15, 1987

in Massachusetts. Lessor shall deliver to Lessee a duplicate of the policy providing such insurance and shall provide reasonable evidence of continued coverage thereunder at such intervals as may be reasonably requested by Lessee.

11. Lessee shall have three options to extend the term of this Lease for successive periods of fifteen (15) years each on all the same terms contained herein. Lessee shall exercise an option to extend by giving Lessor written notice of the election to extend at least six (6) months prior to the date this Lease would expire but for the exercise of such option.

12. The Lessee will hold the Lessor harmless and indemnified from all judgments, loss, cost, damage, or expense of whatever nature in connection with any and all claims for damages or injuries to persons or property caused or contributed to by any act or omission of the Lessee or its assigns, its or their agents, employees, invitees or licensees, and the Lessee agrees to defend all such claims in the name of and in behalf of the Lessor.

13. If, by action of any lawful authority, the use of the airport is suspended in such manner as to interfere substantially with the use of the same by the lessee for its business operation as contemplated by this Lease, or if Lessee shall be unable to profitably operate the leased premises because of an inability to obtain sufficient quantities of aviation fuel for reasons beyond Lessee's control, all rent shall abate for such period.

14. In the event that:

- A. The Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- B. The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof; or
- C. The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Lessee's property for the benefit of creditors; or
- D. If that which is hereby created shall be taken on execution or by other process of law,

then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Lessor lawfully may immediately, or at any time thereafter, and without demand or notice, enter into and upon the leased premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming through or under it and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this Lease shall terminate. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term.. If the Lessee shall default, after reasonable notice thereof, in the observance of the performance of any conditions or covenants on Lessee's part to be observed or

performed under or by virtue of any of the provisions in any article of this Lease, the Lessor, without being under any obligation to do so and without waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) percent per annum and costs, shall be paid to the Lessor by the Lessee as additional rent.

15. The Lessee, paying the rent and performing and observing the covenants and conditions herein contained on its part to be performed or observed, may peaceably hold and enjoy said premises during the continuance of this Lease without any lawful let or hindrance by the Lessor or any person rightfully claiming by, through, or under it.

16. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

17. If because of fire or other casualty the leased premises shall become partially or wholly unusable by Lessee, all rent shall abate until Lessee shall restore the same, which Lessee shall accomplish as soon as reasonably practicable.

18. The Lessee agrees:

- A. To sell fuel on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- B. To charge fair, reasonable, and not unjustly indiscriminatory prices for the same; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

19. Where in this Lease the word "Lessor" and "Lessee" is used, the same, both as to rights and as to duties and liabilities, shall import and shall extend to the successors and assigns of such Lessor or Lessee, respectively, except where the context clearly excludes such meaning.

20. This Lease is subject to all the terms contained in the lease between the Boston Metropolitan Airport, Inc. and the Town of Norwood, dated December 13, 1967, this Lease being a Sublease thereunder.

21. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, and it is understood that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

22. A. Lessee in the use and occupancy of the leased premises shall not on the grounds of sex; race, color, creed, or national origin or any other manner prohibited by law, discriminate or permit discrimination against any person or group of persons in any manner.

B. Lessee for itself, its successors in interest and

assigns, as a part of the considerations hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in the use of said leased premises; (2) in the construction of all improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or be otherwise subjected to unlawful discrimination; and (3) Lessee shall use the premises in compliance with all other requirements as may be imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Affectionation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above non-discrimination covenants, the Lessor shall have the right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease.

23. If the leased premises or any part thereof shall be taken by eminent domain, a fair and equitable portion of the annual fixed rent shall abate. If any such taking is of such a magnitude as to make it impracticable to use the leased premises for the purposes herein set forth, or if the Norwood Airport shall cease operations or become unusable by general aviation for any reason, Lessee may terminate this Lease within thirty (30)

days after the happening of any such event by written notice to Lessor.

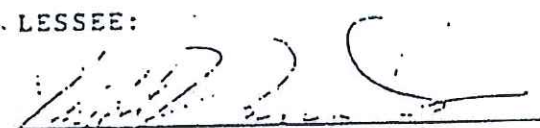
IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and common seals on the day and year first above written.

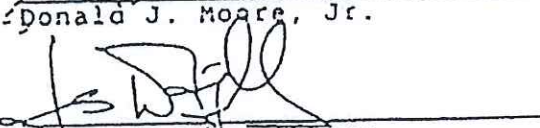
LESSOR:

BOSTON METROPOLITAN AIRPORT, INC.

By: 

LESSEE:


Donald J. Moore, Jr.


James M. Fitzgibbons

Trustees as aforesaid, and not individually, and no trustee or beneficiary liable on this lease; and the Lessor shall look only to the Trustees in their capacity as such or the trust estate.

2

