



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: Tuesday, August 25, 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

- N/A

2. MINUTES

- N/A

3. AIRPORT MANAGER'S REPORT

- N/A

4. OLD BUSINESS

- N/A

5. NEW BUSINESS

- Representation of the Norwood Airport Commission (NAC) in communications protocol meetings with *Boston Executive Helicopters, LLC*
- *Flight Level*, Lots A,B,C hangar — modification requests

6. CORRESPONDENCE:

- 8-20-20 ltr. from N. Burlingham, of *Flight Level*, to the NAC re: modification requests for Lots A,B,C hangar
- 7-30-19 General Release and Settlement Agreement between *Boston Executive Helicopters, LLC*, the Norwood Airport Commission, et. al

7. EXECUTIVE SESSION

- N/A

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

Norwood Airport Commission, Special Meeting

Tue, Aug 25, 2020 3:30 PM - 4:30 PM (EDT)

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

<https://global.gotomeeting.com/join/365099021>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Access Code: 365-099-021

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

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FLIGHTLEVEL
AVIATION

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

August 20, 2020

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

Re: FlightLevel Norwood, LLC – South Hangar Construction

Dear Sirs,

With respect to FlightLevel's Lot ABC hangar construction, the original RFP established specifications for the 60' x 120' building which included a maximum building height and a minimum door size. Specifically:

Section 5 Hangar Construction

- n) The front eave of the proposed structure shall be no higher than 28 feet above the pavement surface;
and,
- w) Aircraft hangar door width shall be no less than 80% of the building frontage width unless authorized by the NAC.

Question 1 – Building Height.

Given the reduction of the Runway 17/35 Primary Surface Area from 1,000 feet to 500' per § 4-48 et seq. of the recent Technical Master Plan Update, does the 28 foot height limit still apply, and if not, what is the tallest building FlightLevel can erect on the Lot ABC building site?

Question 2 – Hangar Door Size.

The original specification called for a 96' hangar door (120' x 80% = 96'). However, by reducing the door by 16' to a width of 80' FlightLevel could reduce the building cost by about \$30,000. \$26,000 in the cost of the door, and an additional \$4,000 to \$5,000 in steel associated with the smaller open structural span. As the attached analysis demonstrates, the change to an 80' door will not harm the operation or utility of the finished structure, as it will still afford a wide enough opening to accommodate all of the aircraft that are capable of using the airport. FlightLevel therefore respectfully requests NAC consent to deviate from the original specification to design and build the hangar with an 80' wide door.

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

Respectfully,
Nick Burlingham
General Counsel

The following slide demonstrates that aircraft capable of utilizing the Airport's main 4,000' runway (shown in white), even with the planned paved safety area extension to 4,600', have wingspans that are narrower than the proposed 80' bi-fold door, and therefore can safely be towed into and out of the structure. In contrast, aircraft with wingspans greater than 80' require runway lengths in excess of 5,200 feet which the Airport cannot accommodate.

Aircraft Storage vs. Runway Length Relationship

8/14/2020

AIRCRAFT	Wingspan (Ft)	Length (Ft)	Tail Height (Ft)	Takeoff Distance (SL, ISA, MTOW) (Ft) Note 1
Cirrus SR22	39	26	12	1,958
Eclipse 550	38	34	11	2,433
PC-12	54	48	14	2,602
Pilatus PC-24 Jet	56	56	18	2,690
Embraer Phenom 300	53	52	17	3,138
Cessna Citation Latitude	73	63	21	3,580
Cessna Citation Excel	57	53	18	3,590
Challenger 350	69	69	20	4,835
Falcon 50	62	61	23	4,935
Hawker 800	55	53	19	5,032
Gulfstream G500	88	92	26	5,200
Challenger 650	65	69	21	5,640
Gulfstream G600	95	97	26	5,700

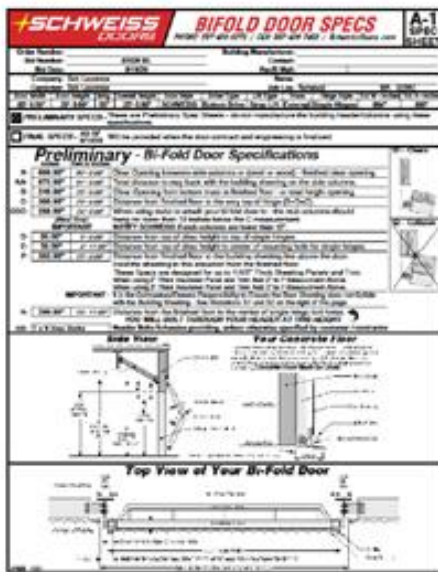
Notes:

- Takeoff distances are per manufacturer at sea level, standard conditions & max takeoff weight
- Hangar door clear height of 20'
- OWD Rwy 35: 4,008' length x 100' wide



3

The following slide contains the specification for the proposed 80' door.



8/14/2020

80' x 20' Bi-Fold Door



2

GENERAL RELEASE & SETTLEMENT AGREEMENT

This General Release & Settlement Agreement (the "Agreement") is hereby entered into this 30 day of July, 2019 (the "Settlement Date"), by and between Boston Executive Helicopters, LLC, on the one hand, and the Town of Norwood, the Norwood Airport Commission, Thomas J. Wynne, individually and in his capacity as a former member of the Norwood Airport Commission, Martin E. Odstrchel, individually and in his capacity as a member of the Norwood Airport Commission, Mark P. Ryan, individually and in his capacity as a member of the Norwood Airport Commission, Kevin J. Shaughnessy, individually and in his capacity as a member of the Norwood Airport Commission, and Michael T. Sheehan, individually and in his capacity as a member of the Norwood Airport Commission, on the other hand. (The Town of Norwood, the Norwood Airport Commission and the members of the Norwood Airport Commission may hereinafter be referred to collectively as the "Norwood Defendants," and, together with Boston Executive Helicopter, LLC, may hereinafter be referred to collectively as the "Parties.")

WHEREAS, Boston Executive Helicopter, LLC filed an action entitled Boston Executive Helicopters, LLC v. Francis T. Maguire, et al., in Norfolk Superior Court, which action was subsequently removed to the United States District Court for the District of Massachusetts pursuant to 28 U.S.C. §§ 1331, 1441 & 1446, where it was filed as Civil Action No. 1:15-CV-13647-RGS (the "Litigation"); and

WHEREAS, the Parties, without admitting any liability to one another, desire fully and finally to resolve and settle by good faith compromise all claims and disputes between them and set forth in the Litigation; and

WHEREAS, the Parties wish to memorialize and set forth the terms of their agreement to settle all claims and disputes between them and to dismiss the Litigation;

WHEREFORE, the Parties hereby state and agree as follows:

1. RELEASE. Boston Executive Helicopter, LLC, its principals, agents, servants, successors and assigns (hereinafter "BEH"), hereby remises, releases, acquits and forever discharges the Town of Norwood (hereinafter the "Town"), the Norwood Airport Commission (hereinafter the "NAC"), Thomas J. Wynne, individually and in his capacity as a former member of the NAC, Martin E. Odstrchel, individually and in his capacity as a member of the NAC, Mark P. Ryan, individually and in his capacity as a member of the NAC, Kevin J. Shaughnessy, individually and in his capacity as a member of the NAC, Michael T. Sheehan, individually and in his capacity as a member of the NAC, the Norwood Board of Selectmen, MIIA Property & Casualty Group, Inc., Cabot Risk Strategies, LLC, and their respective officials (whether elected or appointed), officers, directors, principals, members, shareholders, agents, servants, employees, representatives, parent companies, subsidiaries, affiliates, insurers and attorneys, both past and present (hereinafter the "Releasees"), of and from any and all claims, compensatory damages, punitive damages, obligations, promises, covenants, agreements, contracts, controversies, suits, actions, causes of action, injuries, debts, harm, sums, expenses, costs, attorneys' fees, liabilities or demands, both in LAW and EQUITY, which against said Releasees, or any of their heirs, executors, administrators, successors or assigns, BEH ever had, now has, or may ever have, whether known or unknown, anticipated or unanticipated, by reason of any matter, cause or event whatsoever, from the beginning of the world to the date of the execution of this General Release & Settlement Agreement, including, but not limited to, any claim arising out of, related to, or connected in any way to any claims that were asserted, or could have been asserted, in the

Litigation. Without limiting the generality of the foregoing, and by way of illustration *only*, BEH agrees and understands that, by the language set forth above, it forever releases and discharges the Releasees from any and all claims for the deprivation or violation of any civil, constitutional or statutory rights, or under any other local, state or federal law, regulation, ordinance or by-law (including, but not limited to, M.G.L. cc. 93A and 176D), or pursuant to any common law theory of tort or contract. BEH further agrees and understands that this release is a general release of all claims.

2. PAYMENT. This Agreement is made in consideration of one (1) payment of Seven Hundred and Fifty Thousand Dollars and no cents (\$750,000.00), made by MIIA Property & Casualty Group, Inc., to BEH, the receipt of which is hereby acknowledged. The Releasees acknowledge that BEH regards this payment as compensation for legal fees incurred in the Litigation.

3. FBO PERMIT AND LEASE. In further consideration of this Agreement, the Parties agree to work together cooperatively to ensure that BEH is promptly approved and permitted as a Full Service Fixed Base Operator ("FBO") at Norwood Memorial Airport within thirty (30) days of the execution of this Agreement. Concurrent with such approval, the NAC shall enter into standard form, non-exclusive lease agreements with BEH for AIP Ramp #3-25-0037-27 (2006), consisting of approximately 72,000 s.f. (the "West Apron"), and AIP Ramp #3-25-0037-26 (2005), consisting of approximately 15,295 s.f. (the "DC-3 Ramp") (the "Leases"). The Leases shall take effect no sooner than April 1, 2019. Each Lease shall be for a five (5) year term with three (3) year extension options, and shall provide for an annual rent of fifty cents (\$0.50) per square foot, with annual increases of 2%. The NAC agrees that it shall cooperate and support BEH if it elects to pursue the construction of a hangar on the West Apron and shall support

BEH's efforts to obtain FAA approval for a long-term lease (of up to 30 years duration) on the West Ramp. BEH will be responsible for clearing snow and ice from its leased premises, but may deposit such snow and ice in areas designated for such purpose for the duration of the Leases. In the event of extreme weather events or extraordinarily high levels of snowfall, the Parties agree to work cooperatively to identify other areas where such snow and ice may, if necessary, be deposited.

4. GATES. The NAC agrees to construct a pedestrian access gate at Taxiway 3 on Access Road within ninety (90) days of the execution of this Agreement, subject to all public procurement laws. Keypad access will be on the street side of the existing security fence, and exit from the Norwood Memorial Airport side will be the same as at Gate #1. Appropriate turnaround and lighting will be designed by the Town with BEH's input in accordance with the Airport Security Plan and constructed on Access Road. The Taxiway 3 pedestrian gate will also be controllable by a key pad located in the BEH hangar on Lot F. The existing vehicle gate at Taxiway 3 will also be accessible and controllable by a key pad in the BEH hangar on Lot F in the same fashion as the pedestrian gate. BEH will be issued two clicker devices to access the vehicle gate. BEH will identify any person or vehicle prior to allowing the access via security camera which will be installed and viewed from the BEH hangar. The security function will be part of the Airport Security Plan. All reasonable efforts (weather permitting) will be undertaken to complete installation of the improvements described herein within ninety (90) days after execution of this Agreement, and all such improvements shall be made at the Town's sole expense.

5. SELECTMEN OVERSIGHT. The Town, by and through its Board of Selectmen, shall appoint a member of the Board of Selectmen or a designated liaison to attend NAC meetings at

which an item concerning or related to BEH and/or BEH operations is listed or appears on the NAC agenda for eighteen (18) months following execution of this Agreement. Said liaison shall periodically report to the Board of Selectmen and/or the General Manager of the Town.

6. COMMUNICATIONS PROTOCOL. In order to enhance and improve communications and to minimize conflicts between them, the Parties agree to implement a communications protocol to raise and address issues concerning or related to BEH and/or BEH operations at Norwood Memorial Airport, and to resolve specific disagreements or conflicts that may arise between the Parties regarding such operational issues for eighteen (18) months following the execution of this Agreement (the "Protocol"). Pursuant to the Protocol, the Airport Manager, a representative of the NAC, the Selectmen liaison identified in Paragraph 5 above, and a representative of BEH, shall meet monthly in a good faith effort to discuss operational issues and to resolve specific disagreements or disputes that may arise between them. In the event the Protocol should prove unsuccessful in resolving specific disagreements or disputes between them, the Parties reserve all rights to contact the Federal Aviation Administration ("FAA"), the Massachusetts Department of Transportation ("MassDOT"), the Norwood Board of Selectmen and/or any other board or administrative agency with jurisdiction over the subject of such disagreement or dispute. During the Protocol period, BEH agrees to refrain from filing public records requests without first informally requesting any desired public documents or materials by email directed to the NAC Chair and the Airport Manager.

7. PUBLIC DOCUMENTS. The NAC agrees to make available to the public copies of all documents and materials distributed to NAC members by the Airport Manager at NAC meetings, except those exempt under the Massachusetts Public Records Law or those utilized in any properly noticed executive session pursuant to the Massachusetts Open Meeting Law. The NAC

further agrees to promptly post said documents and materials on the Norwood Memorial Airport website.

8. CORRECTIVE ACTION PLAN. Contemporaneously with execution of the Settlement Agreement, the Town of Norwood shall notify the Federal Aviation Administration ("FAA") that any appeal from the Director's Determination in Case No. 16-15-05 (the "Part 16 Complaint") shall be withdrawn with prejudice. The Town and NAC agree that BEH shall be allowed to participate in any meetings, and be copied on all correspondence, regarding the negotiation with the FAA regarding negotiation of required remedial measures in connection with the Director's Determination on the Part 16 Complaint, with the intention and goal of crafting a "Joint Corrective Action Plan." In the context of that process the NAC shall, among other things (i) certify the discrepancy in fuel flowage fees charged by BMA to BEH and FlightLevel Norwood, LLC ("FlightLevel") in their respective subleases; (ii) apprise the FAA of FlightLevel's practice of granting fuel price concessions to its tenants; and (iii) allow BEH to explain to the FAA its view of the value of the so called Verizon land to the NAC, and offer suggestions as to why it should be recovered by the NAC for aeronautical use.

9. TOFA/OFA. BEH shall prepare a petition to the FAA, with appropriate plans or drawings, seeking approval for the removal of all TOFA and/or OFA markings on Taxiway 3. The NAC shall submit a letter to the FAA in support of BEH's petition for TOFA and/or OFA relief within thirty (30) days after the receipt of BEH's submission to the FAA. If approved by the FAA, the TOFA/OFA markings on Taxiway 3 shall be removed by the NAC within sixty (60) days.

10. FUELING DIAGRAMS. The NAC acknowledges receipt of three diagrams from BEH captioned "Norwood Memorial Airport (BEH Fuel Delivery Route)" prepared for BEH by

③ For a period of eighteen (18) months following execution of this Agreement, and subject to any applicable exemptions under the Massachusetts Public Records Law, the Town and the NAC agree to copy, or distribute copies, to both BEH and FlightLevel Norwood, LLC ("FL") including any of their attorneys or representatives, any and all email and correspondence, by and between the NAC and BEH or FL, contemporaneously with any such communications.

Choubah Engineering Group and dated May 7, 2018. BEH agrees it will not fuel aircraft on Lot F, nor will it conduct fueling operations on any part of Lot G unless and until its easement rights (if any) are adjudicated in the current action pending between BEH and FlightLevel Norwood, LLC, in Norfolk Superior Court captioned Boston Executive Helicopters, LLC, et al. v. FlightLevel Norwood, LLC, et al., C.A. No. 2015-00213.

11. JOINT STATEMENT. Upon the execution of this Agreement, the Parties shall issue a joint statement welcoming BEH to the Norwood Memorial Airport as its newest FBO, and jointly pledging to work together to improve Airport operations and service to the public. A copy of said joint statement is attached hereto as Exhibit "A."

12. JOINT ACKNOWLEDGEMENT. The Parties acknowledge BEH's contention that it satisfied all minimum standards for the issuance of an FBO permit in 2014, as well as the NAC's contention that certain materials required by the NAC were not timely provided by BEH. The Parties agree that as of the date of this Agreement, all minimum standards requirements and additional requirements for the issuance of an FBO permit by the NAC to BEH have been met.

13. NOTICES. All correspondence and communication by any Party to another Party regarding the subject matter of this Agreement shall be delivered by electronic and first-class mail as follows:

To BEH:

c/o Michael C. Fee, Esq.
Pierce & Mandell, P.C.
11 Beacon Street, Suite 800
Boston, MA 02108
mfee@piercemandell.com

To the Norwood Defendants:

c/o John J. Davis, Esq.

Pierce Davis & Perritano LLP
10 Post Office Square – Suite 1100N
Boston, MA 02109
jdavis@piercedavis.com

14. STIPULATION OF DISMISSAL. The Parties shall cause their counsel to file a Stipulation of Dismissal in the Litigation dismissing all claims with prejudice and without costs or attorneys' fees, waiving all rights of appeal, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).
15. DUTY TO CONFER. If any obligation of any Party set forth herein which is required to be accomplished within a certain time period cannot be accomplished despite the reasonable good faith efforts of the Party charged with such task, the Parties, through their counsel, shall confer in good faith to revise the due date or deadline and thereafter work diligently to comply.
16. GENERAL RELEASE. BEH understands and acknowledges that, after the date this General Release & Settlement Agreement is executed, its damages or losses may turn out to be more severe or different than it now believes them to be, or that damages or losses of which it is now unaware may manifest themselves, and that, by signing this General Release & Settlement Agreement, it is accepting that risk and giving up any right or rights to seek further monies or relief from, or otherwise to assert any claims or demands against the Releasees, their heirs, executors, administrators, successors and assigns.
17. ACCORD AND SATISFACTION. It is expressly agreed and understood that acceptance of the payment set forth in Paragraph 2 above is in full accord and satisfaction of a disputed claim, that said payment is not an admission of liability, and that all liability by the Releasees to BEH, or to any of its heirs, executors, administrators, successors or assigns, is hereby expressly disputed and denied.

18. ADDITIONAL DOCUMENTS. The Parties shall execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this Agreement.

19. NO WAIVER. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of that Party's right to enforce the Agreement with respect to any future breach.

20. SEVERABILITY OF TERMS. Should any part of this Agreement be held illegal or invalid, the validity of the remaining parts, terms and conditions shall not be affected thereby, and said illegal or invalid part, term or condition shall be deemed not to be a part of this Agreement.

21. INTEGRATION. This Agreement, and those documents executed simultaneously with the execution of this Agreement, contain the entire agreement between the Parties with regards to the matters set forth herein and they shall be binding and inure to the benefit of the successors and assigns of each. This Agreement supersedes all prior written and oral agreements and all contemporaneous oral negotiations, commitments and understandings between the parties. The Parties represent and acknowledge that in executing this Agreement they have not relied upon any other representation or statement made by any person or entity with regard to the subject matter, basis or effect of this Agreement.

22. GOVERNING LAW. This Agreement is entered into in the Commonwealth of Massachusetts and all Parties hereto agree that it shall be governed and construed under the laws of Massachusetts, without reference to conflicts of laws principles. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement cannot be modified except by a writing signed by all the Parties hereto. It is further understood and agreed that this General Release &

Settlement Agreement shall be construed without regard to the identity(ies) of the Party(ies) who prepared it and as if BEH and the Releasees had jointly prepared it. This Agreement shall be deemed the joint work product of both BEH and the Releasees. Any uncertainty or ambiguity shall not be interpreted against any one Party (or Parties), and any rule of construction that a document is to be construed against the drafting party shall not be applicable. All of the statements contained herein, without limitation, are deemed to be contractual obligations, and not mere recitals.

23. MULTIPLE COUNTERPARTS. This Agreement may be executed in counterparts, and when each Party has signed and delivered one such counterpart, each counterpart shall be deemed to be an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. Each Party's delivery of the signed counterparts to this Agreement by facsimile transmission or PDF/Adobe format shall comply with the requirements of this Paragraph.


24. ADVICE OF COUNSEL. All Parties to the Agreement acknowledge that they have had the opportunity to seek and receive the advice of counsel of their choosing and have executed the Agreement as their own free act and deed.

25. CAPACITY/AUTHORITY. Each Party or responsible officer thereof has read this Agreement and understands the contents hereof. Each Party represents and warrants that: (a) the person executing this Agreement on its behalf retains authority to bind the party purporting to be bound thereby; (b) each Party has or intends to undertake any and all corporate or other formalities and approvals required to authorize the entry into and performance of this Agreement; and (c) that the entry into and the performance of this Agreement is not barred,


prohibited or impaired by any law, rule, regulation, contract, judgment or decree that binds such Party.

26. NO ASSIGNMENT OF CLAIMS. Each Party, individual or entity owns all of the claims released herein by that Party, individual or entity and has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement. Each Party, individual or entity agrees that it will indemnify, defend and hold each other Party, individual or entity harmless from any and all claims so assigned or transferred.

IN WITNESS HEREOF, signed under seal, the Parties hereto have executed this General Release & Settlement Agreement as of the Settlement Date set forth above.



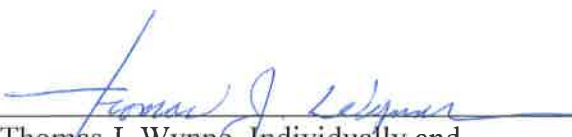
Boston Executive Helicopters, LLC
By: Christopher Donovan
Its: Manager



Town of Norwood
By: TONY MAZZUCCO
Its: GENERAL MANAGER



Norwood Airport Commission
By: MARK P. RYAN
Its: DAE CHAIRMAN



Thomas J. Wynne, Individually and

in his capacity as a Chairman of the
Norwood Airport Commission

Martin E. Odstrchel, Individually and
in his capacity as a Member of the
Norwood Airport Commission

Mark P. Ryan, Individually and
in his capacity as a Member of the
Norwood Airport Commission

Kevin J. Shaughnessy (P.P. JJD)
Kevin J. Shaughnessy, Individually and
in his capacity as a Member of the
Norwood Airport Commission

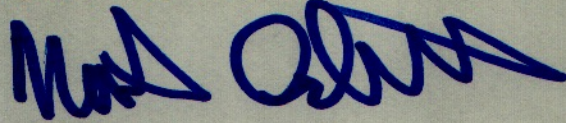
Michael Sheehan (P.P. JJD)
Michael Sheehan, Individually and
in his capacity as a Member of the
Norwood Airport Commission

The Board of Selectmen for the
Town of Norwood

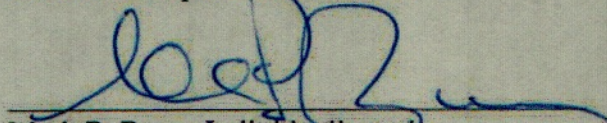
Paul A. Bishop
By: PAUL A. BISHOP

Its: CHAIRMAN
NORWOOD BOARD OF SELECTMEN

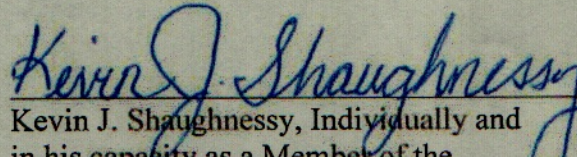
in his capacity as a Chairman of the
Norwood Airport Commission

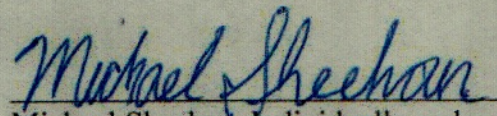


Martin E. Odstrchel, Individually and
in his capacity as a Member of the
Norwood Airport Commission

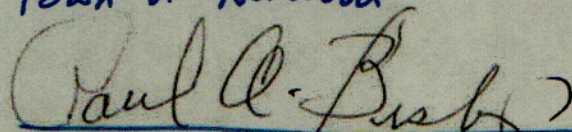


Mark P. Ryan, Individually and
in his capacity as a Member of the
Norwood Airport Commission

 (P.P. JJD)
Kevin J. Shaughnessy, Individually and
in his capacity as a Member of the
Norwood Airport Commission

 (P.P. JJD)
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The Board of Selectmen for the
Town of Norwood


By: PAUL A. BISHOP

Its: CHAIRMAN
NORWOOD BOARD OF SELECTMEN