

## Response to the letter of April 2, 2021 by Francis Maguire

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**Christopher Donovan** <christopherdonovan1@gmail.com>

Wed, Apr 7,  
2021 at 2:05 AM

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

Cc: jcorcoran <jcorcoran@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>, msheehan <msheehan@norwoodma.gov>, Michael Sheehan <msheehan8@gmail.com>

Attached find my response to the April 2, 2021 letter and lies by Francis.

I have also placed a copy of my letter below in text format.

Below please find a link to the exhibits.

With regards,  
Christopher

<https://1drv.ms/u/s!Au7-5VtGAEr5gfg9pJ1QE3l9DSwc3g?e=maiSiX>

April 6, 2021

Francis Maguire  
Norwood Airport Manager

Mark Ryan, Superintendent. Norwood Public works  
Norwood Town Engineer. Chairman Norwood Airport Commission

Michael Sheehan  
Norwood Airport Commission

125 Access Road  
Norwood, Mass. 02062

Dear Francis, Mark, and Michael,

I have read the Diatribe of April 2, 2021 from Francis Maguire. I have attached the numerous communications since January regarding the continued retaliation and collusion by the NAC and Francis.

As you know, I have over 22 years of law enforcement experience, working around murderers, rapists, and child molesters. The immoral and corrupt of society. I commanded the Commonwealth's Special Reaction Team (SRT), which was tasked with Hostage rescue and negotiations, among other functions. I was an instructor for numerous subjects including use of force, firearms, hostage negotiations and rescue.

I hold Airline Transport Pilot (ATP) privileges in Airplanes and Helicopters, along with Certified Flight Instructor (CFII) ratings in Airplanes, single and multi-engine, and Helicopters, including instrument instructor in Airplanes and Helicopters.

My judgement, bearing and conduct have been vetted and demonstrated in the most trying of circumstances. Attempts by Francis and the NAC over the years to portray me as unsafe and/or a "threat" have

been constant and baseless attempts to discredit me. They are used by desperate people, such as Francis, Mark, and Michael, to conceal and deflect their illegal actions.

I support a full investigation of the Airport, by an independent Law enforcement agency. Francis and Mark have tried before to embroil the Norwood Police in their illegal activities. Leave them alone. They have no desire to enter the cesspool of Norwood Airport. No one does

The FBI should interview everyone, including Town officials, with the assistance of the US Attorney's office.

The FBI can consult and utilize the resources of the FAA and Mass DOT Aeronautics, as needed. This investigation, long overdue, may end the illegal conduct of individuals. I commit BEH fully to the investigation and will assist in any way possible, to root out the corruption and illegal actions here at the Norwood Airport. The pending ethics complaint and illegal contract procedures can also be investigated.

The ending of the letter by Francis is the most telling part of his motivation and intent. We should take away the "Gate Clickers" and the "Man Gate/security camera adjacent to the BEH hangar, also installed per the settlement agreement".

Clearly Francis wants to further breach the settlement agreement between the Town and BEH, believing he and the NAC have the authority to violate a legally binding agreement. An agreement which is the subject of the lawsuit filed on March 13, 2021 against himself and the NAC. An agreement subject to appeal filed on Friday April 2, 2021. The same day Francis created his creative writing project.

My concerns to Tony Mazzucco, also a defendant in the pending suit and appeal, are well founded and deserving of concern by everyone. Most troubling is the attack once again of my Son. This is not the first time. Many years ago, my Son slept over Francis's house and enjoyed breakfast with his family. Bitterness, jealousy, and ego have since consumed Francis, in hate and anger he continues to lash out toward me and my family. I am proud of my Son and his accomplishments, as any Father would be. Prior attacks toward my Son showed the cowardly actions of a few. The actions of Francis, as reported by me, demonstrate his fixation and unhealthy state of mind.

Clearly our Constitution and the rights enshrined bother Francis and the NAC.

"Sunlight is the best disinfectant". A public web site, with facts and sworn depositions, exposes the years of illegal conduct by the NAC and manager. Francis's "Memo to file" and other nonsense lacks any supporting facts or statements. He has used the same material, lies, for years. I understand he has a degree in creative writing however his lack of competency is reflected in his letter. We have seen this many times in the letters and lies Francis crafts for the NAC and FLN.

Unfortunately, you have created a hostile environment here at the Norwood Airport. I have called for the replacement of the Manager and NAC. It is long overdue. After 2 federal law violations by the FAA and multiple lawsuits, including paying BEH \$750,000 to settle retaliation and discrimination charges, the letter by Francis is nothing more than further retaliation. A desperate attempt by desperate people.

Please explain why on April 1, 2021 Francis emailed me and stated in part; "Per your attached e-mail, I understand that BEH now wants the Epsilon point of contact, which is Alyssa Jacobs, at: [ajacobs@epsilonassociates.com](mailto:ajacobs@epsilonassociates.com)"

While on April 2, 2021 he states he met with Epsilon associates on March 25, 2021, “Mr. Fefer (from Epsilon) made it known that his company was no longer interested in considering BEH as a client, given what Epsilon had come to know about BEH.”

What did Epsilon “come to know about BEH” and from who?

Why would Francis pass along the Epsilon contact on April 1, 2021, if as he claims they said on March 25, 2021, they did not want BEH as a client? More importantly, what changed their mind regarding BEH?

Could Francis or FLN have given Epsilon what they “had come to know”? Why did Francis lie about Epsilon?

Francis goes on to claim “BEH, on the other hand, never indicated an interest in selecting Epsilon” Why did he pass along the Epsilon contact on April 1, 2021. Then claim I never indicated an interest in Epsilon. Why did he leave out his false claims until April 2, 2021? A review of the full communication attached shows his lies and my concerns from the beginning regarding the actions of Francis, from February 4, 2021. Concerns which proved true once again.

To Tony, and the BOS, including NAC attorney Makarious, (I have attached a copy of the full email) I said in part: **“I have found NAC members on our property before, working with FLN, unannounced. I fear for our facility, aircraft, and property. Francis and others have knowledge that could imperil my life as well as our clients.”** The letter of April 2, 2021 confirms my concerns regarding Francis and his mental state toward BEH, my Son and I.

A Superior Court Judge denied the FLN motion to measure our hangar. Within days Mark and Francis were observed measuring our hangar. They first denied this. When confronted with video evidence we had no response.

Kevin Shaughnessy was found on our property wearing his NAC Commissioner's badge, while working for Norwood Light, for FLN. to string wires and place poles around our property.

My concerns have been proven true.

1. I have attached the prior “script” Francis was questioned about under oath regarding the plan to evict BEH from the airport, working with FLN, under false claims. The NAC took the same action prior toward BAC after they filed a complaint.

Some facts Francis neglected in his letter.

- **Members of the NAC, including other Town employees, are currently defendants in a pending lawsuit, filed on March 13, 2021, based on:**
- **Fraud in the inducement.**
- **Intentional Misrepresentation.**
- **Breach of the implied covenant of good fair and fair dealing.**
- **Unfair and deceptive trade practices.**

1. On Friday April 2, 2021, the same day Francis concocted his letter to “explain” his actions, BEH filed our appeal in federal court, regarding the actions of the NAC and others. True to form, within days, you begin your retaliation again, to divert public attention away from the illegal conduct at the airport.

2. The NAC, including Francis, are working under a Joint Defense Agreement, with FLN, against BEH.
3. There is a pending Ethics complaint against Mark Ryan which includes actions by Francis and the NAC.
  - a. This includes diversion of federal, state, and local funds for a private entity, FLN.
  - b. **Epsilon Associates has conducted extensive no bid work for the private hangar designed and permitted by Mark Ryan and others, using federal, state, and local funds. The involvement of Epsilon and others, perhaps unwittingly, is outlined in this complaint.**
  - a. On April 13, 2020 Mark Ryan appeared in front of the Norwood Planning Board. The video can be found here: <http://173.13.93.5:1500/CablecastPublicSite/show/10422?channel=3> A. The planning Board agenda lists a site plan review, construction of a 7,200 SF hangar, 125 Access Road, Norwood Memorial Airport, Mark Ryan, Engineer/Applicant. Ryan is the NAC Chairman, Town Engineer and DPW Superintendent. He is not the applicant for the hangar project. FLN is.
  - c. Another meeting lists “Mark Ryan Engineer/Applicant. Ryan is not the applicant, Flight Level is. On March 20, 2019, the “Town of Norwood” applied to the conservation commission for an extension on the special order of conditions for the ABC hangar. This process was never listed for discussion in any NAC public meeting. The application is for the “Town of Norwood”, Norwood Engineering Department, ABC hangar. The town of Norwood has never constructed any hangar at the Norwood Airport. FLN owners Alan Radlo had been meeting with Ryan and others at the DPW yard to hide their actions, the ABC hangar is their project.
  - d. **I have added the fraud, waste, and abuse, by Mark, in using his Town vehicle to commute daily over 140 miles from his residence on Cape Cod. Francis, in attempting to defend Ryan, cites this as stalking. It is the reporting of illegal activity by Mark. As you all know, I live on the Cape. I had previously reported this activity and the fact he no longer lives in Norwood, asking why he was still a member of the NAC?**
4. On January 14, 2021 I requested information regarding the contract practices of the NAC, including Francis. In February of 2021, I filed a complaint regarding the illegal contract practices of the NAC and Francis. This includes no bid contracts and subcontracts, given by the NAC and Francis, in excess of \$1,500,000 (million dollars). Epsilon and Associates have received no bid contracts, it appears using federal, state, and local funds.

The contract Francis cites with Epsilon Associates is one of many that was not put out to RFP or competitively bid. In fact, I asked for the “Contract” to understand what exactly Epsilon was doing and why. It was never produced. It appears to not exist.

I would guess Epsilon Associates wants nothing to do with BEH, or the Norwood Airport. Unfortunately, they appear to be indebted to the NAC and Francis for the years of no bid subcontracts/contracts, they have received. The pending investigation may uncover the truth.
5. Francis and Mark met in secret and approved FLN placing barriers around the BEH hangar to block our access and destroy our business.

- a. The prior NAC attorney Brandon Moss, completed a "SCRIPT" for Francis and Mark Ryan, on how to revoke BEH's Commercial Permit and revoke our access to the Airport.
- b. Moss completed an 8-page memorandum for the NAC, outlining how BEH could be ejected from the Airport, based on lies and information provided by FLN. Francis was questioned about this memo under oath.
- c. Moss completed numerous outlines to assist the NAC and Francis in ejecting BEH based on false charges and lies. At the "Meeting" BEH attorneys pointed out the retaliation and lies. Through discovery we now know this was all planned by the NAC and Francis.

6. Based on phony claims you have attempted in the past to revoke our commercial permit, like you did to BAC, and revoke our access to the Norwood Airport. This history of retaliation by the NAC and Francis includes.

1. Boston Air Charter (BAC) files an FAA Part 16 complaint against you and the NAC, including Ryan.
2. Ryan moves to cease all discussion with BAC, regarding their intent to provide fuel competition. Ryan cites "past behavior" of BAC, they file complaints! The retaliation is fully supported by NAC attorney Lehane.
3. Ryan and Maguire convene a "hearing" (Kangaroo Court), to revoke BAC badges claiming they were dangerous and took off when the runway was wet. Sound familiar?
4. The FAA rescinds all action against BAC, they realize Maguire and Ryan are just using "safety" as retaliation toward BAC for the Part 16 complaint.
5. BEH files Part 13 FAA complaint against NAC, Maguire.
6. FLN feeds NAC false information of "unsafe" helicopter operations. The NAC holds a fake meeting trying to claim BEH is unsafe. This fails.
7. Based on BEH Part 13 complaint to FAA, in Executive Session, the NAC discusses this complaint, and public records request for the audio tape of a prior meeting, then revokes the tiny lease offer to BEH, then destroys the audio tape.
8. The NAC (Michael Sheehan) then vote to table BEH's FBO request based on BEH filing an FAA complaint.

Francis is once again attempting to cover his conduct, including the collusion with FLN, by resurrecting prior lies and retaliation. I have attached ALL the communication regarding Francis, FLN, and the illegal conduct recently.

- Francis claims "how much more confrontational the situation might have been had we continued with our inspection without altering course to avoid conflict", neglecting to mention he did not notify BEH, in any way. What confrontation? He intentionally drew attention to his actions and intent by "altering his course" rather than simply informing us what he was doing and who he was with. His baseless claims of "conflict" expose his true character and intent toward BEH.
- Francis failed to mention I expressed serious concerns from the beginning regarding the intent of his actions coupled with FLN. He had recently claimed underground conduit, installed with taxpayer funds, was not available to BEH.
- He claimed my lease payments were late and we were in default because of the way we parked our vehicles on OUR leased property, refusing to explain in any way how we would be allowed to park our vehicles on our leased ramp.

- Our “body language” would indicate my Son and I were “seeking to escalate the situation”. Evidently Francis has received extensive training in “body language” and intent based on this?
- “Christopher Donovan Jr. had already marched across the West Apron and was filming us in close proximity”. You were on our leased aprons, unannounced, with an individual unknown, after months of playing games with FLN regarding their trespass of our aprons. Aprons we lease from the Town of Norwood. Chris Jr. has not received any training on “marching” that I am aware of.
- Francis then cites reams of alleged video he takes, while castigating my Son for recording suspicious behavior by Francis and an unknown individual on our leased areas. The same claims by FLN, which compile reams of video and then claim somehow it is intimidating by BEH, yet normal for everyone else who attempts to protect their equipment, facility, and rights.
- Francis claims “Christopher Donovan Sr. worded his March 25 email in an attempt to leverage support for he and his company, while showing me in a negative light.”
- Leverage support from who? Had Francis simply emailed or informed BEH in any way, he would be inspecting our leased aprons, his actions would not appear suspicious, in a “negative light”. I do not need to leverage any support, everyone at the airport knows of the hostility by Francis and the NAC, evidenced by years of lawsuits, violations of federal and state law, and dysfunction.
- Francis claims Christopher Sr. and Jr. routinely drive over FLN leaseholds. Perhaps this is time to address what the FAA told Francis regarding “non-exclusive”? Communications recently uncovered from Francis which will expose his intentional lies, not only to BEH, but to the federal Court.
- Francis asks for a “Full investigation by the Norwood Police Department”. His attempts once again to embroil the Norwood Police Department in his illegal activity, he created, are sad.

Francis claims further.

1. Routine “shading and filming of the NAC Chairman and myself”, while he provides reams of film and pictures shadowing myself and my Son. As public officials Francis and Mark know they are subject to filming during the official performance of their duties, in accordance with federal law.
2. “Stalking the NAC Chairman at his “personal” residence, more than 70 miles from the airport”. He fails to mention I reported this fraud, waste, and abuse by Mark Ryan to the BOS and Town Manager. His “personal residence” is on Cape Cod, as is mine. However, he has told the BOS he lives in Norwood, which Francis points out is not true, and he commutes in his Town owned SUV, apparently utilizing his Town vehicle and taxpayer supplied fuel, to commute 140 miles daily. This abuse by Mark reported to the authorities is the responsibility of every citizen.
3. “BEH’s practice of mailing its legal filings to the private residences of current and former Airport Commissioners, and myself”. Any legal filings directed toward anyone by BEH were in accordance with the law. Several defendants have been accused of personal actions, outside the scope of claimed blanket immunity, which would account for their receiving Subpoenas or other legal service. Without a clear explanation by Francis this is another baseless accusation to deflect responsibility.
4. “On several occasions” I have used BEH helicopters to conduct “Low Level overflights of the Private residences of Chairman Ryan and Former Airport Commissioner, Now Norwood Light Department Superintendent, Kevin Shaughnessy” Here we expose another lie and the intent of Francis and Mark Ryan.

Ryan was questioned under oath regarding his claims that I flew over Kevin and his houses. “I have never seen a helicopter that low” “Russ, can you confirm this with the tower and possible culprit” NAC Commissioner and attorney Marty Odstrechel comments “If the same buzzes our house on of Brian’s



stray hockey shots may hit him .”

**The “BEH Helicopter” Ryan identified by tail number, as flying over his house, was not in the United States, having been transferred and registered permanently almost a year prior, in Israel. His claims were simply more lies.**

Mark, with the help of Francis, claimed last year I again flew over his and Kevin’s house.

Ryan stated to the FAA; **“This is a battle” “Called Russ to ask how to file a complaint”? “I think it’s harassment.” “Helicopter went of Kevin Shaughnessy’s house.” “pretty telling that this is harassment based on him not liking us.” “no other reason for it” “this is the third time this has happened.”**

After 20 years running the airport you would think Russ (Who claims to be a helicopter pilot with years of experience) and Mark would know, every flight is tracked on radar in this area, including the exact flight track and altitude. I was landing oat the Norwood Airport, in no way even remotely near the house of Ryan and Shaughnessy. The FAA, once again, refused to be drawn into the retaliation and false claims of Mark and Francis.

5. The “unauthorized use of photos showing several Airport Commissioners and myself on a web site ([norwoodairport.com](http://norwoodairport.com)) controlled by Christopher Donovan Sr.”

Sunlight is the best disinfectant. The web site is used to post relevant information regarding the Norwood Airport and the actions of public officials, including Francis and NAC Commissioners. Individuals who have violated the law. These public officials can be recorded by the public, in accordance with state and federal law, as Francis knows.

I have no idea what an “unauthorized” photo is. Any photographs are publicly available and obtained from public sources. This claim by Francis again demonstrates he believes freedom of speech should be punished, as he claims the exercise of this Constitutional Right, somehow is justification for his retaliation toward my Son and I, including BEH.

6. “The posting of Airport Commissioner, Michael Sheehan’s divorce proceedings on the web site ([norwoodairport.com](http://norwoodairport.com)) controlled by Christopher Donovan Sr.

Francis fails to explain that information is public information. In no way is the “Divorce proceedings” of Michael Sheehan the subject of the detailed explanation on the web site, regarding the actions of Sheehan, his claims of business and real estate expertise while retaliating against BEH. This public information on the background and actions of Sheehan, in the context of his claims to justify retaliation toward BEH, is detailed and relevant. Public information, available to anyone, which is used to expose false claims and outline the detailed retaliation by Sheehan. As a public figure, which has been and is being defended by millions of taxpayer dollars, the public has a right to know and understand the “officials” they employ.

7. “The never-ending harangue of bizarre accusatory Christopher Donovan Sr. emails, often sent to many, or all Town Meeting members, Selectmen, other Town Officials, as well as Officials from Mass DOT and FAA, in which Donovan Sr. targets Airport Commissioners and I.”

This claim by Francis should cause everyone deep concern. Francis has again demonstrated that when anyone exercises the right of free speech, this is “Bizarre, accusatory” conduct.

Especially considering the recipients of the alleged “bizarre” emails, “TOWN OFFICIALS, TOWN MEETING MEMBERS, SELECTMEN, MASSDOT, FAA”

**Francis again demonstrates anyone who exercises their right of free speech, in exposing the conduct of NAC members and himself, is guilty of being “bizarre”, and this should be punished. He fails to note he has managed an airport which has been found in violation of FEDERAL LAW, 2 times in the last 13 years, including intentional violations by himself and the NAC, toward BEH and I.**

**He fails to note the Town paid BEH \$750,000 to escape PERSONAL liability for several NAC members, based on their intentional retaliation toward BEH in exercising our Constitutional rights of free speech. The NAC, and Francis, have ignored the settlement agreement and continue to retaliate toward BEH.**

**8. 9. 10. Here Francis places a “memo to file” which is phony, claiming a conservation by Mary Walsh of the FAA, regarding my conduct. The same Mary Walsh he believes Norwood is the most dysfunctional Airport in the country. I have placed an actual letter received by the NAC, from Mary Walsh, in which she outlines her concerns of the discrimination and possibly illegal conduct, regarding BEH. Concerns which proved true when the FAA found again the NAC and Francis in violation of federal law, regarding BEH. I will not even begin to address the “Police Report”(s) Francis includes, other than to point out, the report by FLN was orchestrated by Francis, Ryan and FLN, in concert, to block BEH and stop any fuel competition.**

In closing, Francis sites the “chronic business tenant issue” of BEH. In the 24 years I have operated here at the Norwood Airport the declines has been sad to witness. First Francis and some NAC members destroyed BAC, they then started on BEH and I. This began when Ryan asked for “Donations” along with Kevin Shaughnessy, while NAC Chairman and Town Employees, overseeing the airport and BEH. The BOS ignored my alarm regarding this illegal conduct.

Thankfully BEH is owned by an honest a decent man who cares about the Norwood Airport. Years ago, in one of my many attempts to resolve systemic issues at the airport, our founder and owner met with Mark Ryan and I, at the demand of Mark Ryan. Ryan made this demand again at the last NAC meeting, where he spread more lies and deceit.

Mark led this meeting demanding that BEH drop every complaint and do as he says, or else. I can still recall the shock and horror in listening to Mark. Kevin Shaughnessy made similar comments at one NAC meeting, saying FLN would always be given preferential treatment by him and the NAC. When our attorney requested a copy of this NAC public meeting, Moss first claimed it was not a public record, then it was destroyed.

The Citizens of the Town deserve better. Why Mark would spend years of his life, unpaid, acting like he has, with literally years of conflict, lawsuits, violations, and endless bad exposure, is beyond belief. The only possible explanations are troubling and should have resulted in change years ago.

Francis has “Managed” the most dysfunctional airport in America. I am unaware of any airport with multiple FAA and DOT violations, coupled with years of conflict, decline and endless expenses of hard-earned taxpayer dollars, defending this failure.

No one on this airport supports Francis or the NAC, they never have. That should speak loudly to the Selectmen. Anyone with common sense can be a productive member of the NAC. The Selectmen can easily end the years of wasted taxpayer dollars by taking a few simple steps.



1. Replace the entire Norwood Airport Commission with anyone, including 3 or more members of the BOS or any Citizen who is honest and believes in America. Petition the MASSDOT Aeronautics division to take this step, in accordance with state law, to address systemic violations of federal and state law. They will allow this easy and sound approach.

2. Move Francis Maguire to another Town Department, with equal pay, seniority, and schedule. This easy common-sense approach will not harm him in any way and place him on equal footing without any negative repercussions. He has failed to manage the airport in accordance with the law. This makes sense and could begin the process of making the airport a more productive member of the Town.

The Town has the resources and expertise to end the years of problems at the airport. I will pray for peace, happiness, and serenity. May we all smile and enjoy the sunshine. I have and will commit to helping in any way. FLN should also be included in any plan to address the rebuilding of the airport. I believe in open, honest, and equal protection for everyone, under the law.

Christopher Donovan

**Christopher Donovan** <christopherdonovan1@gmail.com>

Thu, Apr 15, 2021 at  
2:12 PM

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

Cc: jcorcoran <jcorcoran@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>, msheehan <msheehan@norwoodma.gov>, Michael Sheehan <msheehan8@gmail.com>, Tony Mazzucco <tmazzucco@norwoodma.gov>, selectmen <selectmen@norwoodma.gov>

April 15, 2021

Norwood Board of Selectmen

Tony Mazzucco  
Norwood Town Manager

Francis Maguire  
Norwood Airport Manager

Mark Ryan, Superintendent. Norwood Public works  
Norwood Town Engineer. Chairman Norwood Airport Commission

Michael Sheehan  
Norwood Airport Commission

Dear Mark, Michael, Francis, Tony and members of the Board of Selectmen,

Following my response to the letter and lies by Francis on April 2, 2021, the NAC held some type of "meeting" regarding the claims by Francis. This follows evidently a meeting with the Norwood Police regarding the lies of Francis? I am again requesting unedited copies of the "video" and communication by Francis, the NAC and town attorneys regarding his claims, including communication with FLN, and Epsilon Associates. I am also again requesting a full investigation by the FBI regarding the Norwood Airport Manager and Commission.

It comes as no surprise that Francis lied (many times) in his letter. According to Epsilon Associates, Francis never told them BEH wanted to participate in the ongoing SWPPP and/or the NOI/MSGP. BEH has been part of the SWPPP/MSGP since our construction in 2014. We also filed the appropriate forms with EPA every year, including this year as Epsilon notes.

On April 2, 2021, Francis says,

**“Mr. Fefer (from Epsilon) made it known that his company was no longer interested in considering BEH as a client, given what Epsilon had come to know about BEH.”**

**"Again, during our in-office meeting last Thursday, several months after initially expressing interest, Mr. Fefer made clear that Epsilon had reconsidered, and the company was no longer interested in taking on BEH as a client"**

Donovan Sr. "who then began yelling to Mr. Fefer and I from across the West Apron. I noted Mr. Fefer was visibly nervous"

On April 7, 2021 I contacted Epsilon regarding the claims by Francis.

On April 8, 2021, Epsilon says;

**"Epsilon was unaware of your requested involvement until your direct email"(On April 7, 2021).**

Alyssa Jacobs <[AJacobs@epsilonassociates.com](mailto:AJacobs@epsilonassociates.com)>

Thu, Apr 8, 2021 at 6:15 PM

To: Christopher Donovan <[christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com)>

Cc: Daniel Fefer <[dFefer@epsilonassociates.com](mailto:dFefer@epsilonassociates.com)>

Mr. Donovan,

I understand the confusion, as your communication was very recent re joining the MSGP coverage, **Epsilon was unaware of your requested involvement until your direct email.**

Information on all airport tenants that submit MSGP Notices of Intent has been incorporated into the SWPPP, there has been no removal of anyone from the 2015 SWPPP nor the in progress 2021 SWPPP which is under review by our client. Based on your recent filing of the publicly available eNOI that was noted during our research, we will ensure that the SWPPP accurately reflects this new filing. If any additional information is necessary, we will reach out. Upon the conclusion of the review process and before May 30, you will receive a complete draft SWPPP for your review and signature, electronically. If you need a hard copy of the document, we can provide that upon receipt of all signatures.

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On April 1, 2021 Francis emailed me and stated in part; "Per your attached e-mail, I understand that BEH now wants the Epsilon point of contact, which is Alyssa Jacobs, at: [ajacobs@epsilonassociates.com](mailto:ajacobs@epsilonassociates.com)"

**While on April 2, 2021 he states he met with Epsilon associates on March 25, 2021, "Mr. Fefer (from Epsilon) made it known that his company was no longer interested in considering BEH as a client, given what Epsilon had come to know about BEH."**

What did Epsilon "come to know about BEH" and from who? Could Francis or FLN have given Epsilon what they "had come to know"? Why did Francis lie about Epsilon? According to Epsilon they had no idea about BEH. How could they come to know anything about BEH? How would Mr. Fefer even know who I or my Son was?

Why would Francis pass along the Epsilon contact on April 1, 2021, if as he claims they said on March 25, 2021, they did not want BEH as a client? More importantly, we now know the entire narrative by Francis is a lie. According to Epsilon on April 8, 2021, they had no idea as of April 7, 2021, BEH wanted to be included in the SWPP/NOI/MSGP.

Francis also lied in claiming "BEH, on the other hand, never indicated an interest in selecting Epsilon" Why did he pass along the Epsilon contact on April 1, 2021. Then claim I never indicated an interest in Epsilon. Then claim Epsilon "was no longer interested in considering BEH as a client, given what Epsilon had come to know about BEH." When according to Epsilon they had no idea BEH was interested in participating in the SWPP/NOI/MSGP? All lies.

A review of the full communication shows his lies and my concerns from the beginning regarding the actions of Francis, from February 4, 2021. Concerns which proved true once again.

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On another note. The NAC and Francis have claimed different meanings regarding the term "non-exclusive". FLN also latched on to these lies and used this new made up meaning with the NAC. Francis has also claimed ignorance on ramp usage under federal law. Recently the FAA provided an email from Francis regarding the term "non-exclusive" and his lies. According to Francis, Mark Ryan was also aware of the true meaning and intent. More on that will be coming. Ryan has discussed the term "non-exclusive" many times with the FAA, in response to his violations of federal law regarding Exclusive Rights at the Airport.

So, I will ask again. As Francis now claims I drive over and park on FLN ramps.

1. Who can use AIP funded ramps and what exact FLN ramps have I driven over and parked on?

2. Below I again place my detailed questions which have been unanswered by Francis and the NAC.

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According to Francis, he stated in Executive Session "(He) supports the regulations that the leaseholder does not have an exclusive right to the land in regard to other services on the airport that are commercially permitted, so if (EAC, now) FlightLevel were called in to supply fuel, Boston Air Charter had no right to prevent them and vice versa". Yet he has told me the exact opposite. The NAC attorney also told me the exact opposite.

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On November 2, 2018 the FAA again found the NAC in violation of the grant assurances, regarding BEH, assurance 22, Economic Nondiscrimination, assurance 23, Exclusive Rights, assurance 29, Airport layout Plan. The second violation by the NAC in ten years of federal law. Toward a potential fuel provider, IE. competition on the Norwood Airport.

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To the Federal court, for the first time, the Town claimed in November 2019;

"The term "non-exclusive" is unambiguous "not limited to only one person or organization, or to one group of people or organization", They cite the "Cambridge Dictionary" definition. This is the first time the Town has ever defined non-exclusive, contrary to FAA regulations and law, in an attempt to cover the fraud, perjury, lies and deceit of the NAC, Manager and others. The NAC certified to the FAA there were no encumbrances on the ramps they requested federal funding for. This was not true. They continued to lie to the FAA regarding encumbrances. Mark Ryan lied regarding encumbrances he had transferred and then concealed.

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In a bombshell recently discovered communication between Francis and the FAA compliance division, regarding leasing of Federally funded ramps, Francis told

another version of the term "non-exclusive", to the FAA on May 10, 2019; (and then lied about this, including legal filings to a federal court) and BEH. In October 2019 he made different statements he then changed, never disclosing the FAA communication.

Perhaps Francis can explain why they have misled the Federal Court and others regarding the term "non-exclusive" in attempts to cover the fraud, lies, perjury and deceit of the NAC and others.

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On December 7, 2018, NAC attorney John Davis said to the BOS: "The lease will be non-exclusive, meaning other flights can use that space that he will be leasing, but they would have to pay him rent". Nothing about encumbrances the NAC was concealing from BEH and the FAA.

Davis says to the NAC: "He will have the entire west apron. It is a non exclusive lease"

Adam Simms then tells the federal court on July 30, 2019 the BOS met in Executive Session yesterday and have basically approved all of those three items in favor of BEH." So I (NAC attorney Simms) have revised the settlement agreement and release, "There no longer is an easement on the West Ramp".

The NAC then tells the federal court on November 6, 2020, BEH knew there was an "easement" on the West apron!

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On January 15, 2015, the FAA, based on a formal complaint at the Norwood airport, requested information from the Norwood Airport Manager, including:

- a. "The lease provision with the **non-exclusive** rights for each AIP funded ramp that is leased" Emphasis added.

b. On March 6, 2015, Defendant, NAC Chairman and Town Engineer Mark Ryan, responded to the FAA complaint and request. Ryan states in part;

**“Attachment E is the Airport Commission’s standard provision with regard to non-exclusive rights, and this language is included in all NAC leases following the Part 16 compliance action plan submitted to FAA”<sup>[1]</sup>**

**“Attachment E: Norwood Airport Lease provision with non-exclusive rights”**

Attachment E, contains the lease provisions ordered by the FAA in 2008, to address the violations by the NAC, in granting an Exclusive Right to EAC, now FLN, to provide fueling operations. This non-exclusive language has nothing to do with encumbrances, or use by other than the Lessee, or in the meaning cited by the NAC, under the Cambridge Dictionary definition.

<sup>[1]</sup> In 2008 the NAC was found in violation of Title 49, USC 40103e and 47107a1, regarding Exclusive rights, Economic Nondiscrimination, and preserving rights and powers. ECF200-32, pg2. The FAA decision states in part, “The Town fails to appreciate the constructive nature of the Exclusive Right conferred upon Eastern Air Center then, and upon FlightLevel Norwood now”. Mark Ryan, NAC chairman, presented this lease language to the FAA in correcting the exclusive rights violations, the exact same language from Ryan in 2015, to the FAA. The exact language in the BEH leases, which do not include any encumbrances or reference to “non-exclusive”, regarding encumbrances or access by competitors. Ryan also acknowledged in 2015 to FAA, that FLN was concerned about BEH encroaching on its leaseholds, “trespassing and undermining its business”. NAC attorney Moss, acknowledged in 2014, to Maguire, BEH had requested “Preferential lease” but not Exclusive, use of the West apron.

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As I have outlined, the continued retaliation toward BEH, Myself and my Son, has only increased. As noted by Francis, evidently he or someone has spread false information about BEH, interfering in our business relationships and contracts. Essentially preventing BEH from operating on the Airport and the quiet use of our leased space. This follows the collusion by the NAC and Francis, working with FLN, to harm BEH and our business and the fraud by the NAC and Town officials. This also follows the formal complaint regarding illegal contract procedures by the NAC, and the Ethics complaint regarding Mark Ryan, including the use of his town vehicle to "commute" 140 miles a day to his "residence" in Falmouth Mass.

The NAC also voted to send notice to BEH that "**vehicles have been parked in a manner on the West Apron that prevents others' use of the airport**" "**Please be advised that parking vehicles in a manner that prevents access across the West Apron by others lawfully permitted to use the airport is explicitly prohibited**" **WE ALL KNOW THE VEHICLES WERE PARKED ON BEH LEASED AREAS, IN ACCORDANCE WITH OUR LEASE WITH THE NAC, OF WHICH YOU SIGNED.**

My questions to Mina Makarious regarding this claim have been ignored. Therefore I will ask you again,

A. What manner on MY LEASED apron, am I allowed to park and tie down aircraft, including parking of vehicles and equipment, on MY LEASED SPACE? The Specific area. The EXACT way. Please show the parking locations and procedures on the plan from November 14, 2019, with the numerous changes. Please indicate the EXACT areas I can conduct FBO operations, showing how and where I can park aircraft, vehicles, equipment, and build the promised hangar. Your threats regarding the leases and default are another form of retaliation toward BEH.

B. Who has access to my leased areas and under what situation or circumstances. I am asking who exactly has unfettered access to my leased areas, in accordance with the lease plan you provided. Under what exact situation or circumstances. Please show clearly, by a stamped engineering plan, exactly who and under what exact circumstances.

Can BEH access all areas of the Norwood Airport, to access any other area.

C. The NAC, Town, agreed to support the construction of a hangar on the West apron. Exactly where can BEH construct a hangar, in accordance with the agreement of July 30, 2019. P Mark is the Town Engineer, Francis is the Manager. There have been numerous detailed plans, and studies, regarding the West and DC-3 ramps. Jeff Adler and Mark have so many plans it borders on insanity.

D. What manner exactly can I park vehicles, to include aircraft, on my leased area. Please note how we should park vehicles and aircraft, the exact manner. Who can access this area and order BEH to move vehicles and aircraft, under what exact situation or conditions. Please highlight the exact lease language that allows this action.

E. Based on the new restrictions on BEH and our leased areas, what exact area, shown on the lease plan, can BEH conduct FBO operations, including aircraft tie down, fueling, vehicle parking and hangar construction. Note the exact areas and square Footage available for FBO operations, as defined in the airport regulations, rules and minimum standards.

F. Who exactly is permitted to lawfully use the airport, and cross our leased areas, as depicted on the West and DC-3 apron lease plan. In order to avoid your claimed default I need to know who, exactly, can "lawfully" access our leased space, with notice, or without notice, under what exact specific conditions or terms. You



further state "failure to comply with this provision of the lease will also place BEH in default thereunder".

G. What exact areas on the lease plan are restricted, and what are the exact restrictions, to avoid your claimed default?

4. I submitted a parking plan, after that was used to retaliate against BEH, which showed the parking tie downs, which have been installed and used since the AIP ramp project, of 2006. The AIP application submitted, based on a title search and certification by the Town Attorney, Michael Lehan, showed no encumbrances, adverse interests of any kind or nature, including liens, easements, leases, etc. Karis North stated there were no encumbrances, easements, licenses, etc. in her public records response. Karis then sent a title search which showed her prior response was not true, in which she showed the License only, which had been concealed intentionally by Ryan and the Town.

A. What encumbrances, rights or access agreements, or restrictions, exist on the leased areas of the West Apron, and DC-3 ramp, as depicted in the lease plan you provided.

5. On February 19, 2021 you claimed I could "set up fueling operations and INFRASTRUCTURE on the two leasehold parcels it (BEH) now leases (DC-3 and West Apron). I submitted a plan to install 3 container/mobile storage and office structures, as FLN has been allowed, on the DC-3 and West apron, in accordance with the lease plan you provided. What restrictions, based on the lease plan you provided, and my plan of infrastructure, exist, and exactly in what location.

6. You also claimed on February 19, 2021, FLN could not fuel on BEH leaseholds without BEH's permission. Where exactly in the leases or lease plan is FLN allowed, at their leisure, to access my leaseholds and order BEH to move aircraft or vehicles, located on BEH leaseholds, in accordance with the plan you provided.

7. You also claimed on February 19, 2021, "FLN does not have any previously approved right to fuel on the DC-3 apron, however your March 18, 2021 letter contradicts this statement. According to FLN, they have access rights to Lot H, which includes the entire DC-3 ramp, leased to BEH, and also includes the majority of the West Apron. These hidden "rights" claimed by FLN, known prior to the Town of Norwood, as of December 14, 2018, according to your letter of July 9, 2020, essentially render the DC-3 and West apron, encumbered by FLN and their claimed rights, which the NAC supports, but concealed from BEH. What areas of

the West and DC-3 ramps, leased by BEH, shown on the plan you provided, are available for FBO operations, by BEH, to park aircraft and equipment.

8. On December 30, 2020, you stated in part, FLN asserted the West Apron and DC-3 ramps could not be entered into by the NAC and BEH, because of "FlightLevel's claimed property rights". "I have disagreed with that in my correspondence to Eric and to FlightLevel". What "property rights" does FLN have to the areas leased to BEH. There are no shown encumbrances on the West or DC-3 ramps, other than the previously concealed License, which on March 17, 2021 you said, was difficult to explain. Mark refused to answer my questions regarding the License he concealed, so I ask again, as the landowner of the Norwood Airport, what exact rights exist, or have been allowed, on the West and DC-3 ramps, leased to BEH.

I understand it is difficult to keep track of all the lies, fraud and deceit, by so many, regarding the Norwood Airport. You have threatened default, based on unknown new conditions. In order to understand this threat I need to fully understand who has what exact rights to our leased space, and how we are to park aircraft or vehicles, in the manner you now demand.

9. Based on your new claims, prior emails and letters, and the claims by FLN and the NAC, what AIP ramp areas, exactly, can BEH access, at any time, for any reason, to access areas on the airport. Do I need to give notice or can BEH demand vehicles or aircraft are moved, to allow BEH access to areas of the airport.

10. What exactly are "Lawfully permitted" users of the airport? Who are these people or users, and what exact rights do they have on our leaseholds.

Please insure that any plan showing the numerous new restrictions, or rights for others, on BEH's leaseholds, be an engineered stamped plan, clearly showing exactly how to park aircraft or vehicles, on our leaseholds, to avoid the new terms and conditions of default, you have imposed on BEH. Mark is the Town engineer, and has done extensive engineering for FLN, on thei new FLN hangar, in addition Jeff Adler has detailed plans of the area. Any orders, plans or restrictions, should be clearly shown, on the lease plan provided BEH, with the appropriate engineering stamp, scale and exact square footage of the new restrictions or conditions.

11. In 2006 the FAA and DOT approved an AIP project on the West apron. On August 16, 2019, Mark provided the AIP engineering for this approved project. The engineering plans provided are false. They do not show the as built or existing conditions. Underground conduit was installed with federal and state funding. This conduit is not shown on the AIP engineering provided by Mark. The electrical conduit, approved and authorized, funded under the AIP project, is not installed. Clearly the AIP project was not completed in accordance with the engineering plans and FAA approval.

This electrical access was used by Mark and Francis prior to retaliating against BAC, and denying BAC any power to conduct FBO operations, including fueling. Francis claimed recently that BEH can not access this conduit, funded by our tax dollars.

I am requesting a copy of the As built plans for the West and DC-3 aprons, showing the existing conditions. This repeat retaliation by Mark and Francis, in violation of the Corrective Action Plan, based on fraud regarding the AIP engineering and approved project, will be reported to the FAA as part of a comprehensive complaint to the FAA. Numerous ongoing violations have been discovered and continue. Destruction of AIP ramps, diversion of federal and state funds for private projects and other serious violations of federal law and the grants assurances.

With regards,  
Christopher