

January 18, 2021

Mr. William J. Plasko  
Mr. Thomas F. Maloney  
Mrs. Helen Abdallah Donohue  
Mr. David E. Hajjar  
Mr. Matthew E. Lane  
Norwood Board of Selectmen

Dear Board of Selectmen,

On July 29, 2019 you voted to approve a settlement with BEH regarding the Federal suit which was pending. You had voted on December 6, 2018 to approve a settlement with BEH, to only have your attorneys renege on this agreement. The NAC operates under a Joint Defense Agreement, as you know, with Flight Level Norwood, LLC. You now have 3 different law firms being paid with taxpayer dollars to defend the NAC and the Airport Manager. The Norwood Airport has been embroiled in controversy, violations of Federal and State Law, and lawsuits, for the past 15 years.

BEH has invested millions in the airport while simply trying to provide competition and improve our airport. Long before BEH was here another company tried to provide competition and improve the airport. They were also punished and run out of business after years of attacks by the NAC and Manager. The common denominator has been the Manager and several members of the NAC, most notably the Chairman who has been involved in every violation, and suit, over his 20 year tenure.

The Board of Selectmen has been lied to by the Manager and Chairman, on numerous occasions. We all know this. The settlement was crafted to allow the BOS unfiltered real time facts regarding the airport, a source of trouble for many years. Unfortunately nothing has changed. Having an attorney, part of 3 different law firms paid to defend the illegal actions of the NAC, to fill the position agreed by the Town of Norwood, to provide oversight, is another affront to the citizens and everyone at the airport. It is also not what you promised in the July 30, 2019 settlement.

Below is the partial email exchange with one of the many attorneys who reaps the rewards of the illegal actions of the Manager and NAC, by way of fees, which has gone on for years. He has no knowledge of the airport, its history, its failures, or troubles. He has been retained to defend the NAC, and Manager, to the detriment of the Board of Selectmen. You voted and appointed the Town Manager, Tony Mazzucco, to represent you at the oversight meetings. Meetings designed to give the BOS a clear understanding, by way of your own representative. Unfortunately, unknown to me when I met with him in December of 2018, as your representative, he concealed facts he knew were critical to fixing the systemic problems at the airport. He completed an affidavit, confirming my critical concerns, of any encumbrances on the West and DC-3 ramps, at our airport. He also acknowledged my concerns regarding the Joint Defense Agreement between the Town attorney and FLN, including violations of Public Records law, by the NAC with the assistance of the Town attorney. He further acknowledged my concerns in meeting with the

FAA, in person, as part of the Corrective Action Plan (CAP), stemming from the violations of federal and state law, at the airport. Violations directed at BEH, as a result of our FAA complaint.

The Affidavit by Tony Mazzucco, outlines the areas he then not only ignored from the settlement agreement, but further assisted the Manager and NAC, in violating. Tony knew in December of 2018, that FLN had encumbrances, transferred but concealed by Mark Ryan and Kevin Shaughnessy, known to the NAC and your attorneys. For the next six months we asked time and again about these encumbrances, while your representative, and the NAC/Manager, concealed these facts from BEH. They then misled the BOS on July 29, 2019, the day before they again entered federal court, to lie.

They all knew FLN had made clear encumbrances, claimed and transferred, and discussed in detail, with the Town attorney(s), NAC, Manager and others. One big lie and game, all funded by the taxpayers, against another small business trying to provide competition and income to the Town of Norwood, through the success of the airport. Clearly, without any change, the taxpayers will pay for years to defend the continued illegal actions of the NAC and Manager.

Having the NAC attorney pretend he cares about the Norwood airport or representing competing interests, will ensure the continued failure of the airport.

I have been asking since August for the oversight meetings promised by you, the BOS, with your representative, not simply another attorney. The 3 law firms have made a small fortune assisting the retaliation against BEH, and BAC prior. For whatever reason Tony chose to conceal encumbrances from BEH and possibly the BOS, but certainly the court. Tony then chose to ignore the agreement, the exact written words of the agreement, along with the reason for the written words. He refused to provide the communication between FLN, including their attorneys, and the NAC, with their attorneys. Designed to end the illegal collusion between FLN-NAC, under the Joint Defense Agreement, against BEH. Tony chose to ignore the written words of the agreement, regarding my meeting WITH the FAA, to insure the truth about the airport and the NAC.

I ask that the BOS appoint a representative, possibly a member of the BOS, who cares about the airport and fixing the mess. A mess that has gone on for many years. As you can see below, Mina simply changes his tune every month, arguing and defending his clients, the NAC/Manager, at the expense of not only BEH, but the BOS and the Town of Norwood. The citizens deserve better.

I am available Every day this week, 1-19, 20, 21, 22, and 1-25,26, to meet in accordance with the agreement. I have been asking only to get the attorney run around, once again. Please consider my request. You made a commitment, and agreement, a contract, to fix the airport. Unless you change the players, the same players who have destroyed your airport, and cost you millions, nothing will change.

Respectfully,  
Christopher Donovan  
Boston Executive Helicopters

PS. I have attached the Affidavit from Tony Mazzucco for reference.

From: **Mina S. Makarious** <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>  
Date: Mon, Jan 18, 2021 at 3:38 PM  
Subject: Fw: Oversight meetings in accordance with the July 30, 2019 agreement  
To: Christopher Donovan <[christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com)>, Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>  
Cc: Russ Maguire, A.A.E. ,ACE <[rmaquire@norwoodma.gov](mailto:rmaquire@norwoodma.gov)>

Eric and Chris,

I have offered to meet with you and Russ before for the monthly meetings contemplated in the settlement agreement, but I did not hear back about a date. Please let me know dates and times when you're available and we'll see what works.

Thanks,

Mina

**Mina S. Makarious** <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)> Fri, Oct 30, 2020 at 9:16 PM  
To: Christopher Donovan <[christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com)>  
Cc: Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>, "David S. Mackey" <[dmackey@andersonkreiger.com](mailto:dmackey@andersonkreiger.com)>

Chris and Eric,

BEH has made these arguments in its motion to the Court and we will address them there.

We remain open to meeting with BEH and its counsel.

Thanks,

Mina

**Oversight meeting and breach of agreement**

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

Fri, Oct 30, 2020 at  
7:53 PM

To: "Mina S. Makarious" <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>

Bcc: Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>

Mina,

On July 30, 2019, as you know, the Town of Norwood entered a settlement agreement. As an attorney you realize this is a legally binding agreement, as you have stated. Since the agreement you have assisted your "clients" in ignoring, breaching and violating this agreement. I will address your prior conduct in another letter.

The agreement in part states: Article #6 is based on article #5, titled "Selectmen Oversight". Under article #5, the 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". This person is then identified in article #6 (The BOS liaison) to represent the BOS and provide oversight. Your role, as acknowledged by you, is as an attorney. It is impossible for you to provide oversight when you legally represent both the Board of Selectmen, the Town of Norwood, the Norwood Airport Commission and possibly Flight Level Norwood, LLC (FLN), or even one party. Your role is an attorney providing legal counsel. Your comments to date have indicated you represent multiple parties, possibly including FLN, against BEH.

The agreement is clear, a member of the NAC, the Airport Manager and the BOS liaison (person identified to provide oversight to the NAC). You represent either the NAC or the BOS or both, and/or FLN. You cannot represent one or both and then provide oversight on yourself. You do not represent any of the parties under the language of the settlement agreement. You then claim the BOS and NAC voted to appoint you as their representative for the oversight. Not only was this not the intent of the agreement, as you know, it was based on the fact the Town Manager, Tony Mazzucco, and the NAC Chairman, Mark Ryan, wanted to avoid being recorded, to expose their violations of the settlement agreement. We have already reviewed your actions in assisting your "clients" in violating the agreement. Whenever the discussion becomes real you play lawyer games.

There is a spirit and intent to every written agreement, as you know. Your presence in the oversight process makes a mockery of both. The agreement was forged to allow the Board of Selectmen to provide oversight to the "out of control Airport Commission". The FAA, in their Directors Decision of 2018 makes clear: "The Authority (The Town of Norwood according to the FAA)" "The Town has delegated daily operation of the Airport to the Norwood Airport Commission. The Commission is an agent of the Town, while the Town is the Airport sponsor with respect to the applicable federal obligations. As such, the Town is ultimately responsible for ensuring compliance with its federal obligations concerning and all of the Commission's actions or in-action. References to the Commission's actions and statements in the pleadings and in this decision are understood to be the Town's as well".

The agreement was based on this fact. You know this. Your response and counsel are to ignore this and once again make a mockery of the federal law according to the FAA, the agreement, and the clear intent. You now go a step further, claiming a motion precludes the monthly oversight meeting. I was fine in dealing with Karis North until it became clear I was asking questions which exposed the fraud and deceit. It was fine when you and others continued the collusion, fraud, and deceit, with Flight Level Norwood, LLC. Meeting in secret, refusing to address the agreed terms and concealing the fraud and collusion. Yes, you participated in this activity! I realize you feel that your expertise supersedes the law and the written agreement of July 30, 2019. There are many attorneys and Town employees who feel they are above the law. You are not.

It should not be necessary for a business who has suffered the retaliation and illegal actions of the NAC and your "clients", to have you further retaliate and prolong the illegal collusion. All under the new false claim of a pending motion which exposes some of the illegal actions and fraud. The Town and the NAC are obligated, under the agreement, to follow the law. You are as well. You can mock my religion, characterize my facts as "threats" and drone on with your games. I was and am prepared to meet our obligations under the July 30, 2019 settlement agreement. Perhaps it is time to tell the Board of Selectmen the truth, abide by the agreement, and stop the games. All funded at taxpayer expense. You could yell and scream as you did in August, while claiming to "represent" everyone, including FLN, or follow the law.

On December 6, 2018 I met with John Davis, in good faith. He assured me we had a reasonable binding agreement. The Town then reneged on this agreement. We now know it was based on further retaliation, fraud, and perjury, by your clients and others. In July 2019 we again met in front of Judge Sterns. Incredibly, the Town lied once again. You then entered to prolong the lies, fraud, and deceit. I have placed some of the email traffic below regarding this issue. Every monthly meeting has been a game for the Town of Norwood and the NAC, with your assistance. The open and clear breaches of the agreement are treated as a joke by you and others. You attempt to interpret the clear language to comport to the fraud and deceit of your clients. Long before you or I were involved in the Norwood Airport things were a mess.

Several major violations of federal law, numerous lawsuits and systemic lies have been the norm at the Airport. I have sacrificed over ten years and countless hours to simply operate. The NAC and Manager have utilized the unlimited resources, including taxpayer dollars, to retaliate, attack and lie about BEH and I. Years of attacks on me and my family, our business, and our owner. The most incredible part has been the lies and fraud, coupled with the deceit, from numerous attorneys who profit from this mess. Attorneys who represent the NAC and Town, with no morals or integrity. Perhaps this is commonplace to you in your profession. It is not in mine. Fortunately, I have witnessed so many good people, including some attorneys who have morals and ethical standards.

You have told Eric: "I do not think it is appropriate or productive for me to be talking to your client's President without you present while the Motion is pending before the Court. If you can't be there, I'm not sure it makes sense to have the meeting until you can be". Your attendance at these meetings in violation of the agreement did not bother you before. What does not make sense is you breaching and violating an agreement, while claiming your own version of events or language, your retaliation toward BEH and I based on our exercise of free speech. The agreement is clear on the language and intent. Refusing to meet with me in accordance with the agreement is another example of you breaching the agreement under false pretense.

I was ready all week to meet under the agreement. I emailed the Town and Tony without any response. You attempt to pick and choose when you want to speak with me or play the lawyer game. This is now to avoid being recorded spreading your version of an agreement, in violation of the language and intent. You can attack me and characterize the truth as "threats", your strategy when the truth gets in the way of the lies by some, including your clients and some attorneys. Are you now a fact witness, an attorney representing the Town, NAC, FLN, MHT, individual Commissioners, or individuals?

Christopher

**From:** Mina S. Makarious <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>

**Sent:** Tuesday, October 27, 2020 3:47 PM

**To:** Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>

**Cc:** David S. Mackey <[dmackey@AndersonKreiger.com](mailto:dmackey@AndersonKreiger.com)>

**Subject:** Monthly Meeting

Eric,

Chris has asked Tony to schedule the monthly meeting this month. Given the pending motion against the NAC and the Town, I would strongly prefer you attend the meeting with Mr. Donovan. If you can do so, I will attend.

Mina

Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)> Thu, Oct 29, 2020 at 1:27 PM

To: "Mina S. Makarious" <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>

Cc: "David S. Mackey" <[dmackey@andersonkreiger.com](mailto:dmackey@andersonkreiger.com)>

Hi Mina,  
I am not inclined to attend the meeting. Is there a particular reason why you think I should attend?  
Thanks, Eric

**From:** Mina S. Makarious <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>  
**Sent:** Thursday, October 29, 2020 2:34 PM  
**To:** Eric Loeffler <[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>  
**Cc:** David S. Mackey <[dmackey@AndersonKreiger.com](mailto:dmackey@AndersonKreiger.com)>  
**Subject:** RE: Monthly Meeting

Hi Eric,

You have filed a motion on behalf of BEH regarding the issues that are typically discussed at these meetings. The Selectmen and NAC both voted to have me attend the meetings with Russ Maguire for the reasons you and I have discussed before. I do not think it is appropriate or productive for me to be talking to your client's President without you present while the Motion is pending before the Court. If you can't be there, I'm not sure it makes sense to have the meeting until you can be.  
Mina

## Oversight meeting and July 30, 2019 settlement breaches, fraud

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

Thu, Aug 27, 2020  
at 1:08 PM

To: "Mina S. Makarious" <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>  
Cc: "David S. Mackey" <[dmackey@andersonkreiger.com](mailto:dmackey@andersonkreiger.com)>, knorth <[knorth@mhtl.com](mailto:knorth@mhtl.com)>, Tony Mazzucco <[tmazzucco@norwoodma.gov](mailto:tmazzucco@norwoodma.gov)>, Adam Simms <[ASimms@piercedavis.com](mailto:ASimms@piercedavis.com)>, John Davis <[jdavis@piercedavis.com](mailto:jdavis@piercedavis.com)>, selectmen <[selectmen@norwoodma.gov](mailto:selectmen@norwoodma.gov)>

Mina,

I have placed my email earlier regarding the actions of the NAC and/or BOS in attempting to escape their duty and responsibility under the July 30, 2029 settlement agreement. Clearly they do not want their statements recorded or to expose their answers to legitimate questions. Questions I have been asking since August 1, 2019.

I am sure you will continue the lawyer tricks in claiming you will get back to me and I have already received answers to my questions, etc. For the record, you should prepare to answer my questions which you are well aware of. You can humor me and repeat the answers for the record if that is true. If the Town, BOS and/or NAC are going to hold you out and claim you represent multiple and competing bodies, you should answer the legitimate questions. Claiming you don't know or will get back to me with answers, is exactly what I have been told for the last year.

Who exactly do you now represent in accordance with the July 30, 2019 settlement agreement? Are you acting as an Attorney or fulfilling the duties of each body under the July 30, 2019 settlement agreement. What bodies as I have outlined. My comments in my prior email are valid. I believe each party has specific duties and responsibilities under the agreement. They are attempting to escape their duties and

responsibilities under the agreement. Each party also has different responsibilities in the agreement and under state and federal law. Grant assurances, State and Federal law.

1. Are you representing the NAC and/or the BOS, or someone else. Who?
2. Are and will you now become a fact witness? Will you consent to your communication possibly becoming subject to discovery.
3. The BOS evidently voted to have Anderson Kreiger represent them as well?  
The NAC evidently voted to have Mina Makarious represent them as well. Who exactly do you represent in accordance with what specific article in the July 30, 2020 settlement agreement?

The NAC attempted to use Brandon Moss as an excuse for their illegal actions against BEH and I. They tried to hide behind the "Attorney Client" privilege. Anderson Kreiger has had multiple motions which show communication with FLN. You have sent out multiple letters and made statements you should be prepared to answer, in accordance with the letter and intent of the July 30, 2019 agreement.

4. Who exactly is now filling what role in the entire agreement?
5. What role is A. Karis North playing? B. Dave Mackey playing? C. Adam Simms playing? D. John Davis playing? Jonathan Elders playing?

Thank you,  
Christopher

## **Breach of the July 30, 2019 agreement**

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

Thu, Aug 27, 2020 at  
1:03 AM

To: Mark Ryan <[mryan@norwoodma.gov](mailto:mryan@norwoodma.gov)>

Cc: Tony Mazzucco <[tmazzucco@norwoodma.gov](mailto:tmazzucco@norwoodma.gov)>, selectmen  
<[selectmen@norwoodma.gov](mailto:selectmen@norwoodma.gov)>, Bernie Cooper <[bcooper@norwoodma.gov](mailto:bcooper@norwoodma.gov)>,  
John Corcoran <[jcorcoran@mbta.com](mailto:jcorcoran@mbta.com)>, Michael Sheehan <[msheehan8@gmail.com](mailto:msheehan8@gmail.com)>

Mark,

At the NAC public meeting on August 25, 2020 the NAC voted to have Mina Makarious represent the NAC under article #6 of the July 30, 2019 settlement agreement. This is a breach of the agreement.

Article #6 in part states "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".

Mina Makarious is not a member of the NAC, he is an attorney, who claims to represent the NAC/and or the Town of Norwood, depending on what he wants to claim on any one day, in legal matters. He can not represent everyone, the NAC and BOS, and then oversee himself in one role. This conflict makes it impossible for Mina Makarious or any attorney who represents both the BOS and NAC, from representing one entity in person while representing everyone in practice? He knows this.

Article #6 is based on article #5, titled "Selectmen Oversight". Under article #5, the 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". This person is then identified in article #6 (The BOS liaison) to represent the BOS and provide oversight. Mina is not providing oversight when he legally represents both parties, or even one party. His role is an attorney providing legal counsel.

The agreement is clear, a member of the NAC, the Airport Manager and the BOS liaison (person identified to provide oversight to the NAC). Mina represents either the NAC or the BOS or both. He can not represent one or both and then provide oversight on himself. He is not a member of the NAC.

I realize you would like to escape answering real questions now that oversight meetings are recorded, which shows the true intent of the NAC in ignoring and breaching the July 30, 2019 agreement. I have kept detailed monthly notes as you know regarding the oversight meetings, the video recording will assist in avoiding any ambiguity or false claims from any party. It should be a welcome addition if everyone is being honest and abiding by the July 30, 2019 settlement agreement. No one is more knowledgeable in the NAC workings than you. With 20 plus years on the NAC, the town engineer, the DPW Superintendent and your in depth knowledge of the town and airport you are the best person for the job. You understand the prior FAA violations and issues regarding the airport you have run for 20 years.

Tony Mazzucco also has in depth knowledge of the process, beginning in December of 2018. He met with me several times, completed a detailed affidavit, attended the BOS Executive Session meetings, and the court hearings in federal court. He also signed the July 30, 2019 agreement, showing his superior knowledge in the issues and promises made by the NAC and Town of Norwood. Mina has only recently begun to represent the NAC and/or BOS, Town. He does not have an in depth knowledge of the NAC, the airport or the issues. Additionally he can not oversee himself and represent both the NAC and/or BOS when the intent and wording makes clear the oversight duties and responsibilities of the BOS appointed liaison. He can not be a member of the NAC and also represent the NAC legally. He can't be both the BOS Liaison and represent the BOS legally.

You and others have also made claims that Mina and Eric have worked out certain issues, had discussions, and solved questions which is not the case. To further avoid any conflicting claims which are false, Mina can not represent the NAC, BOS and provide false cover to muddy the waters on real questions or issues. Using Mina to deflect questions, claiming he has worked something out with Eric, etc. only creates more conflict and false impressions. It is also not true. We should try and avoid that at all cost.

I would hope and expect that a member of the NAC, whoever the NAC chooses, and the Selectmen liaison, continue to abide by the agreement and meet with BEH (me). Any change, regardless of the motive, is contrary to the July 30, 2019 settlement agreement. I look forward to continuing our monthly meetings, the next one of which is today at 1:30pm. Recording the meetings insures we have a clear record and understanding of any questions, issues or concerns. Open honest dialogue is what was promised under the agreement. The BOS, NAC and Tony, offered and promised to provide oversight and monitor the NAC. I would note that Tony has missed many NAC public meetings where BEH has or was discussed. Some dealing with the continued retaliation against BEH.

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

Fri, Oct 30, 2020 at 8:34 PM

----- Forwarded message -----

From: **Mina S. Makarious** <[mina@andersonkreiger.com](mailto:mina@andersonkreiger.com)>



Date: Mon, Jan 18, 2021 at 3:38 PM  
Subject: Fw: Oversight meetings in accordance with the July 30, 2019 agreement  
To: Christopher Donovan <[christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com)>, Eric Loeffler  
<[eloeffler@davids-cohen.com](mailto:eloeffler@davids-cohen.com)>  
Cc: Russ Maguire, A.A.E. ,ACE <[rmaquire@norwoodma.gov](mailto:rmaquire@norwoodma.gov)>

Eric and Chris,

I have offered to meet with you and Russ before for the monthly meetings contemplated in the settlement agreement, but I did not hear back about a date. Please let me know dates and times when you're available and we'll see what works.

Thanks,

Mina

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**From:** Tony Mazzucco <[tmazzucco@norwoodma.gov](mailto:tmazzucco@norwoodma.gov)>  
**Sent:** Monday, January 18, 2021 3:19 PM  
**To:** Mina S. Makarious  
**Subject:** Fwd: Oversight meetings in accordance with the July 30, 2019 agreement

Sent from my iPhone

Begin forwarded message:

**From:** Christopher Donovan <[christopherdonovan1@gmail.com](mailto:christopherdonovan1@gmail.com)>  
**Date:** January 18, 2021 at 2:22:46 PM EST  
**To:** Mark Ryan <[mryan@norwoodma.gov](mailto:mryan@norwoodma.gov)>, "Russ Maguire, A.A.E. ,ACE"  
<[rmaquire@norwoodma.gov](mailto:rmaquire@norwoodma.gov)>, Tony Mazzucco <[tmazzucco@norwoodma.gov](mailto:tmazzucco@norwoodma.gov)>  
**Cc:** selectmen <[selectmen@norwoodma.gov](mailto:selectmen@norwoodma.gov)>  
**Subject:** Oversight meetings in accordance with the July 30, 2019 agreement

Hello Mark, Tony and Russ,

In accordance with the July 30, 2019 settlement, the last oversight meeting was September 24, 2020. I have asked many times to conduct the meetings and been given various excuses.

In accordance with the agreement I am again asking that the meetings missed be made up and we hold the meetings in accordance with the agreement.

Christopher

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Christopher R. Donovan  
President, Boston Executive Helicopters  
781-603-6186  
[www.Bostonexecutivehelicopters.com](http://www.Bostonexecutivehelicopters.com)

All quotes are subject to change based on known or unknown conditions. All flights are subject to cancellation for weather, maintenance or Temporary Flight Restrictions (TFR) which may be in effect with short notice. All flights conducted in VFR weather conditions. All flight times, departure times and arrival times can vary due to WX, ATC and/or other factors beyond our control. The Pilot in command is the ultimate authority regarding all flight operations, routes, etc. All flights must be paid in advance unless credit terms are arranged & approved by Boston Executive helicopters. BEH assumes no responsibility for consequential damages caused by delays.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

BOSTON EXECUTIVE HELICOPTERS, LLC,

Plaintiff,

vs.

FRANCIS T. MAGUIRE, *et al.*,

Defendants.

C.A. NO. 1:15-cv-13647-RGS

**AFFIDAVIT OF ANTONIO MAZZUCCO**

I, Antonio Mazzucco, hereby depose and aver as follows:

1. I am General Manager of the Town of Norwood. I was appointed General Manager by the Norwood Board of Selectmen on November 7, 2017.
2. On December 7, 2018, I was advised that the parties to the above-captioned matter – Boston Executive Helicopters, LLC (“BEH”) and the Norwood defendants – had reached an agreement in principle on settlement and were now working toward the execution of a comprehensive settlement document. I was advised, as well, that the parties had requested additional time from the Court in order to finalize a final settlement agreement, and that the Court, on December 7, 2018, had issued a Settlement Order of Dismissal.
3. During the week of December 10, 2018, I was advised that a General Release and Settlement Agreement had been drafted and exchanged between the attorneys for BEH and the attorneys for the Norwood defendants.
4. On December 17, 2018, Mr. Donovan hand-delivered a letter to the Norwood Board of Selectmen, a true and accurate copy of which is attached hereto as Exhibit “A.” In that letter, Mr. Donovan requested “to meet as soon as possible with the Board of Selectmen or any designated member to update the Board on recent events.” Following the Board’s receipt of the

letter, the Chair of the Board of Selectmen, Thomas F. Maloney, appointed me as the Board's representative to personally meet with Mr. Donovan.

5. Prior to my ensuing meetings with Mr. Donovan, I did not anticipate personally participating in settlement negotiations with BEH on behalf of the Norwood defendants. It was my understanding that the terms and provisions of the final General Release and Settlement Agreement were being worked out and negotiated by counsel for the respective parties. However, on behalf of the Norwood defendants, I subsequently engaged in two face-to-face settlement negotiations with Christopher Donovan, President of BEH. During those meetings, I reached final agreement with Mr. Donovan, on behalf of the Norwood defendants, on the terms of the General Release and Settlement Agreement.

6. On December 18, 2018, at 2:00 p.m., I met with Mr. Donovan in my office at Norwood Town Hall. This was the first time I had ever met or spoken with Mr. Donovan, or with any other representative from BEH. Neither Norwood Town Counsel, Attorney Karis North, nor defense counsel in the above-captioned matter, Attorney John J. Davis, attended the meeting, as it was my understanding Mr. Donovan did not want attorneys present. I invited the Assistant General Manager of the Town of Norwood, Bernard Cooper, to sit in as he frequently attends meetings involving Town business. Mr. Donovan agreed to Mr. Cooper's attendance.

7. During the December 18 meeting, Mr. Donovan raised two issues regarding the language of the draft General Release and Settlement Agreement then under negotiation between the attorneys for BEH and the attorneys for the Norwood defendants. A true and accurate copy of the last draft of the General Release and Settlement Agreement (sent to BEH's counsel on or about December 13, 2018) is attached hereto as Exhibit "B." First, Paragraph 8 of the General Release and Settlement Agreement did not, in Mr. Donovan's view, adequately reflect that BEH

was to have “a seat at the table” in framing the Town’s response to the FAA Director’s Determination (revised) dated November 2, 2018. Mr. Donovan said he had understood that BEH and the Town were going to prepare a “joint” Corrective Action Plan for submission to the FAA in accordance with the Director’s Determination. I replied that I would speak with Town Counsel about the language of Paragraph 8 and get back to him.

8. The second issue Mr. Donovan raised regarding the language of the General Release and Settlement Agreement concerned usable space on the West Apron, part of the Airport land the Town was agreeing (see Exhibit “B,” Paragraph 3) to lease to BEH. Mr. Donovan said that, while BEH had not originally contemplated constructing hangars or other buildings on the West Apron, he was now concerned that, when and if BEH elected to do so, easements, rights-of-way or other restrictions might somehow hinder or otherwise hamper BEH’s ability to conduct FBO operations at Norwood Memorial Airport. We discussed the anticipated leasehold, including the fact that fuel tankers delivering fuel to the existing FBO at Norwood Memorial Airport, FlightLevel, LLC, currently cross a portion of the West Apron to access the FlightLevel fuel farm. I was unfamiliar with the usable space issue, but again agreed to look into it.

9. Mr. Donovan raised no other issues regarding the language of the General Release and Settlement Agreement, but advised me of additional matters at Norwood Memorial Airport that had, in the past, affected the relationship between BEH and the Norwood Airport Commission (“NAC”). These matters included, but were not limited to: (a) Mr. Donovan’s belief that former Norwood Town Counsel and FlightLevel had, at one time, entered into a “joint defense agreement”; (b) Mr. Donovan’s complaint that he did not always receive timely or complete responses to public records served upon the NAC; (c) upon the sale of FlightLevel to a new owner, the NAC had not requested the same financial records from FlightLevel as it had from

BEH; (d) Mr. Donovan once recorded NAC Chair Mark Ryan and Airport Manager Russ Maguire measuring property near the BEH hangar one day after a judge (in the BEH v. FlightLevel case) had denied FlightLevel's request to conduct such measurements; (e) the NAC was (in Mr. Donovan's opinion) improperly leasing airport land to Verizon; and (f) Mr. Donovan's complaints about the management style of Airport Manager Russ Maguire.

10. At approximately one hour into our meeting, Mr. Donovan brought up the reason for his December 17, 2018 letter to the Board of Selectmen. He stated that, at roughly 11:00 a.m. yesterday (December 17, 2018), NAC Chair Mark Ryan was seen in front of the BEH hangar. Shortly thereafter, Airport Manager Russ Maguire was also seen in front of the BEH hangar. While there, either Mr. Ryan or Mr. Maguire took photographs of a parked truck. Mr. Maguire then sent copies of the photographs to Mr. Donovan via email requesting him to "please move the vehicle" because it was improperly parked within a restricted "object free area." Mr. Donovan complained about such treatment by Airport management. According to Mr. Donovan, Mr. Maguire should have instead simply called him about the location of the parked truck.

11. I thanked Mr. Donovan for his views on the General Release and Settlement Agreement for bringing the matters to my attention. I advised him that, as General Manager, I would look into them. Mr. Donovan gave no indication that the additional matters he raised (Paragraphs 9 & 10 above) prevented the parties from concluding a settlement. On the contrary, I understood that Mr. Donovan's concerns regarding Paragraph 8 (see Exhibit "B") and useable space on the West Apron (as discussed above) were the only two issues to be resolved before the parties could execute the final General Release and Settlement Agreement.

12. At the conclusion of the December 18 meeting, I thanked Mr. Donovan for meeting with me and invited him to return the following day (December 19, 2018) for a second meeting. Mr. Donovan agreed.

13. On December 19, 2018, at 3:00 pm, I met with Mr. Donovan in my office at Norwood Town Hall a second time. Assistant General Manager Bernard Cooper was again in attendance. Again, no attorneys were present. During this meeting, I provided Mr. Donovan with revised language for Paragraph 8 of the General Release and Settlement Agreement. A copy of the revised language is attached hereto as Exhibit "C." I advised Mr. Donovan that, in the Town's view, the revised language adequately addressed the "seat at the table" concern he had raised at our previous meeting. Mr. Donovan read the revised language without comment or complaint. It was my understanding, based on Mr. Donovan's reaction, that the revised language was acceptable to BEH.

14. Regarding Mr. Donovan's concern about useable space on the West Apron (his second issue), I offered to retain (at Town expense) the services of a mutually-agreeable engineer to examine any easements, rights of way or other restrictions that might affect the amount of useable leasehold space, including the future construction of any hangars or other buildings. If a survey of the West Apron was necessary, I offered to retain the engineer (again at Town expense) to perform such a survey. Mr. Donovan agreed. We shook hands. Mr. Donovan left my office.

15. At the conclusion of the second meeting with Mr. Donovan held on December 19, 2018, no outstanding issues remained regarding the terms and provisions of the General Release and Settlement Agreement. I understood the parties had reached a deal.

Signed under the pains and penalties of perjury this 22<sup>nd</sup> day of January, 2019.



Antonio Mazzucco  
General Manager  
Town of Norwood

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing, filed through the Electronic Case Filing System, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and that a paper copy shall be served upon those indicated as non-registered participants on January 22, 2019.

*/s/ John J. Davis*

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John J. Davis, Esq.