

March 25, 2021

Tony Mazzucco
Town Manager, Town of Norwood
Norwood Town Hall
566 Washington Street
Norwood Mass. 02062

Dear Tony,

Enclosed you will find a check in the amount of \$8,000.00. This is for our lease payments at the Norwood Airport, regarding our leases on the West Apron and DC-3 ramps.

As you are aware, BEH settled a federal lawsuit with the Town on July 30, 2019, of which you signed. You were also present in court hearings and met with me regarding this situation. You were appointed by the Norwood Board of Selectmen, in accordance with the agreement, to provide oversight of the Norwood Airport Commission.

Unfortunately, we learned much later that you had concealed vital information from BEH and I, using fraud, to entice my agreement. You were not alone in concealing information, which was requested, while working with FLN against BEH, under a Joint Defense Agreement. These intentional, unfair, and deceptive practices have resulted in significant losses to BEH and me personally, in attempting to operate at the Norwood Airport.

Your actions, coupled with others, were intentional. You knew the result would be years of litigation and losses to BEH, while the taxpayers paid your defense. The NAC had no intention of complying with the promises in the July 30, 2019 agreement. You knew this. The retaliation continues by the NAC, with Town employees Mark Ryan and Francis Maguire, violating ethics, state, and federal law. You and the Board of Selectmen have ignored the illegal actions of these Town Employees.

Francis and the NAC, in another clear and intentional retaliation, now play games with my lease payments, claiming defaults, and other public retaliation toward BEH.

Future Lease payments will be made to you via certified mail or FedEx. As you are aware, because of your fraud and deceit, coupled with the fraud and deceit of the NAC members, Francis, and others, I essentially have no use or access to the West Ramp and DC-3 ramp. By intentionally concealing your meetings, collusion, and coordination with FLN, against BEH, we have no leased space to conduct FBO operations. That was your plan.

I have also enclosed a copy of your affidavit on 1/22/19.

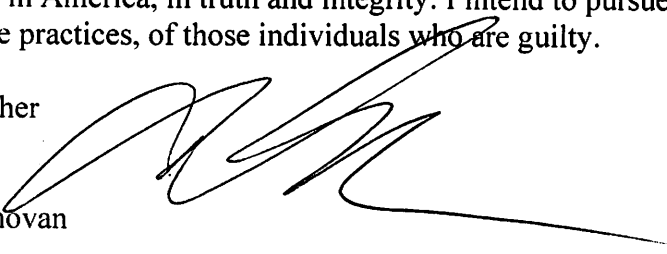
- You acknowledged my deep concerns regarding usable space on the West apron, for FBO operations, regarding any concealed easements, rights-of-way, or other restrictions. You knew as of 12/14/18, FLN was claiming numerous encumbrances on the West and DC-3 ramps, which would make these ramps useless to BEH for FBO operations. You concealed this from me when we met on 12/18,19, 2018.
- You knew of my deep concerns regarding the Joint Defense Agreement between the NAC and Town Attorneys, yet you concealed the FLN-North communication taking place, and then met with FLN, on August 14, which you concealed from me.
- You testified, regarding my “concern” about usable space on the West Apron, you would retain at Town expense, an engineer, to examine easements, rights-of-way, or other restrictions that might affect the amount of usable leasehold space, including future hangar construction. If a survey were necessary, you would get one, at Town expense. The Town Engineer, Mark Ryan, works for you? You already knew of numerous claimed encumbrances by FLN, which you concealed.
- Knowing my concerns, and your “offers”, you already knew of the numerous claimed encumbrances, restrictions, on the West Apron, as of 12/14/18, from FLN, to Karis North and the NAC, Town. You concealed these from me then, and since, although I asked many times about encumbrances. You knew of all the FLN claims, which you intentionally concealed from me. Why? Davis confirmed your “offers” when you both knew of the claimed encumbrances, and the fact, any agreement, with the Town, without full and fair disclosure, would result in years of losses for BEH and Litigation costs.
- You attended the federal court hearing, and were present in the BOS Executive Sessions, where they approved the settlement with no easement or encumbrances on the ramps. You knew of the claimed encumbrances by FLN, and the fact they would result in years of losses to BEH and litigation. You intentionally concealed this from me, and possibly the BOS. You signed an agreement you knew was based on fraud and deceit.
- You were appointed by the BOS to provide “oversight” under the agreement. You knew communication was intentionally being withheld from me, in violation of the agreement, I was not being given FAA communication and not allowed to attend FAA meetings. You intentionally ignored these promises and assisted in concealing communication due under the agreement. These were also public records under the law, yet you still concealed them from me and the public.
- You knew of the Anti-Semitic Radlo letter to the BOS, Ryan, which you concealed from me and the public, for almost a year. I asked many times for this public record, which you concealed from me. Why?

- You even claimed Attorney Client privilege, between FLN and you, which you knew was wrong.
- You knew the leases were based on fraud by the Town, yet you concealed the encumbrances from me and our attorneys.
- You knew the NAC was intentionally violating the agreement regarding the FAA Corrective Action Plan, the Communication, and numerous other areas. You did nothing.
- You refused to allow me to record the oversight meetings, in violation of state law, then when it became clear you could not avoid the oversight meetings, you refused to attend.
- I sent my petition into the FAA, as agreed, you concealed the email Mark Ryan sent to the FAA, although I asked many times for the status and any communication.
- You knew of the past violations by the Town regarding the Public Records Law, yet you assisted in violating the law with impunity, intentionally concealing vital communication, you knew was explosive, and would uncover the collusion, Joint Defense Agreement, and your deceit.

You can apply the enclosed check to the phony outstanding default, by Francis and Mark, and the balance to future lease payments. Francis can compute the phony default and send me a detailed accounting.

I believe in America, in truth and integrity. I intend to pursue the fraud, lies, and unfair-deceptive practices, of those individuals who are guilty.

Christopher



Christopher Donovan
President
Boston Executive Helicopters
781-603-6186
Christopherdonovan1@gmail.com

11/16/2018

12-18-18
12-19-18

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

any encumbrances
he knew of the
claims by
but concealed
them from
BEH

Joint Defense
Agreement

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.

FAA Said it
Was illegal

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.

Usable space
He knew of the first
Claims on 12-14-18 -
why did he
concentrate
this

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.

He knew of claimed
encumbrances
by FIN-
but concealed

Useable
Space

Lie

Signed under the pains and penalties of perjury this 22nd 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

John J. Davis, Esq.

On August 5, 2019 at 3:35 PM Mark Ryan
<mryan@norwoodma.gov> wrote:

FYI

From: "Alan Radlo" <arraviationllc@gmail.com>
To: "selectmen" <selectmen@norwoodma.gov>, "mryan" <mryan@norwoodma.gov>
Sent: Monday, August 5, 2019 2:13:12 PM
Subject: Norwood Airport Finally Agrees To Allow New FBO | Business Aviation News: Aviation International News

Good day Selectmen. I am Alan Radlo the lease holder at Norwood Airport. I have not received a phone response or email response from Mr. Mazzucco. Possibly the matter I am writing about is still in litigation and if so my apologies for the terseness of my letter. If the matter with BEH has been executed as described in this article and in the Norwood town paper as described by the plaintiff BEH I will be most unhappy with the disrespect shown to me. I have been through hoops to have an RFP that was won by Flight Level Norwood to be awarded. BEH made the RFP that Flight Level was I sole bidder for complicated by unlimited questions and reducing its term to 20 years and this article has BEH being handed a 30 year lease which BEH argued was illegal. BEH which has clamored and filed suit for land did not even submit a bid but tried to destroy my bid as the 20 year term BEH demanded makes a return on investment lower than any wise investor would make. Meanwhile the Norwood Air Commission has stated Flight Level won the bid yet there has been no formal announcement the RFP has been officially awarded. The town of Norwood had 10 out of 11 charges made by the plaintiff tossed out of court. Yet the Town of Norwood has decided to roll over and not argue the last of the 11 charges and award the plaintiff \$750,000. According to reports the town has handed the plaintiff a 30 year lease with no RFP and also removed the long term town signed off easement of Flight Level. I am sure the citizens of Norwood are not going to be thrilled that an Israeli company that has done documented malicious damage on the airfield instead of being tossed out as a danger is being handed \$750,000 and the keys to the airport and a local want to do good citizen is not even afforded the respect of a response from town officials. <https://www.ainonline.com/aviation-news/business-aviation/2019-08-01/norwood-airport-finally-agrees-allow-new-fbo>

Rec'd
7-10-2020

Intentionally Concealed from
BEH - and the Public

Until 7-10-2020

Secret meeting on 8-14-18,

Koris North, Mark Ryan,

Francis Maguire,

FIN-Neil Hartzell, Nick Burlingham

8-6-19

In 9-12-19

NAC
meeting agenda

125 ACCESS ROAD
NORWOOD MEMORIAL AIRPORT
NORWOOD, MA 02062

781.769.8688 FAX 781.769.8476 OR 781.769.7159

VIA HAND DELIVERY

August 6, 2019

Board of Selectmen – Town of Norwood
Hand Delivery Town Hall
Norwood Airport Commission (NAC)
c/o Mr. Russ Maguire, Airport Manager
125 Access Road
Norwood, MA 02062

Re: Impending FlightLevel Norwood, LLC Lawsuit against the
Town of Norwood and Norwood Airport Commission

Chairman Bishop and Honorable Selectmen:

I have now made several unsuccessful attempts to speak with Town officials to determine the status of my company's fuel farm access rights in the aftermath of last Tuesday's settlement conference in the matter of Boston Executive Helicopters, LLC ("BEH") v. Town of Norwood, et al. During that settlement conference, it was reported to Judge Stearns that the Town had conceded to BEH's demand that it be given a West Apron lease free of any public easements.

As you are unquestionably aware, my company and its predecessors have used portions of the West Apron to provision my fuel farm on Lot H for nearly four decades. Our access rights are the subject of a contract between my company and the Town of Norwood. A non-exclusive easement over a portion of the West Apron to be used by my company was also approved by a 4-0 vote of the Norwood Airport Commission ("NAC"), at its February 2017 public meeting.

As I have heard no response from any official or legal representative of the Town; as FlightLevel's numerous inquiries for information, including its public records requests have gone unfulfilled; and as the Town's agreement with BEH to extinguish FlightLevel's fuel farm access rights have been reported in the press, I have directed our lawyers to take immediate legal action.

Ah R. Radlo

8-30-19

Violation of the agreement

Christopher Donovan <christopherdonovan1@gmail.com>

Fri, Aug 30, 2019 at 5:22 PM

To: Tony Mazzucco <tmazzucco@norwoodma.gov>

Cc: "Paul A. Bishop" <pabishop@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>, knorth <knorth@mhtl.com>

In the interest of cooperation I ask for your assistance please. In the motion filed by NAC attorneys Simms and Davis he states in part the NAC has set up a teleconference with the FAA regarding the Verizon land lease. The NAC sent me a letter asking for my input regarding this subject.

Under our agreement #8 it was promised I would be copied on all correspondence regarding the Corrective Action plan with the FAA on the violations pending. The Verizon lease is one violation cited in the FAA decision. I was not copied on any communication with or from FAA? The Verizon land lease is not a separate issue but rather a part of the part 16 CAP. I know some would like this issue to go away.

This vital land and the illegal lease of this space has had a significant negative impact on the airport. I realize some do not care and some do not understand. I do.

I am asking that in accordance with the agreement I be included in ALL communication regarding the FAA CAP, including the Verizon land. I also asked for numerous items in reply to the email from Mark providing some requested information and items. The agreement also states I will first work with everyone to obtain public documents. The motion claims all information was provided. This is misleading at best.

Documents from the August 7 NAC meeting were never provided.

including the 8-6 Radio letter

Communication to and possibly from Flight Level and the BOS/Town I believe has not been provided although I requested this in my request to Mark.

In light of the suit filed by Flight Level it will be imperative that BEH be included in all communications between the town of Norwood, Town attorneys, NAC, etc. and anyone from Flight Level, to include Flight Level attorneys, etc. I am trying to understand the situation and avoid miscommunication when possible.

Thank you,

Christopher

Never answered

9-10-19

Information request in accordance with the July 30, 2019 agreement

Christopher Donovan <christopherdonovan1@gmail.com>

Tue, Sep 10, 2019 at
8:23 PM

To: Tony Mazzucco <tmazzucco@norwoodma.gov>

Cc: "Paul A. Bishop" <pabishop@norwoodma.gov>

Hello Tony,

Today I learned that FLN had sent a letter to the NAC via Russ Maguire and the BOS. I had specifically asked for any communication prior in accordance with the agreement. There must be other communication regarding this letter and I am again requesting this please.

FLN claims that they met on August 15, 2019 with "Town's representatives" to discuss property and access rights. According to FLN the "Town presented Flight Level with Executed copies of a General release and settlement agreement" (Between BEH, the town and others); it appears there was detailed deliberations regarding airport operations and BEH. I am requesting copies of all communication between the town and FLN regarding this unknown secret meeting please. Could you also tell me who was present at this meeting to discuss BEH, the federal action and discussions between BEH and the town of Norwood. Where did this meeting take place?

If the town is claiming any exemption regarding this request (IE. Attorney client privilege or under a Joint Defense Agreement, "JDA") for communication from Flight Level Norwood (Including any FLN, FL or representative) could you please note the claimed protected communication. I am trying to understand the actions of the town without jumping to any conclusions.

Please let me know if I can clarify this request in any way.

Respectfully,
Christopher Donovan

9-15-19

Christopher Donovan <christopherdonovan1@gmail.com>

Sun, Sep 15, 2019 at
8:54 PM

To: Tony Mazzucco <tmazzucco@norwoodma.gov>

Hello Tony,

Thank you for the email. I will address the leases and other items Monday.

Could you please let me know who was present at the matting with Flight Level Norwood, LLC from both FLN and the Town of Norwood? Where and when did this meeting take place please?

BEH was clearly on the agenda for the NAC meeting and someone should have attended from the BOS as a representative as agreed. I am not sure if the designated representative is you or someone else?

I understand you have a significant workload and have to sometimes rely on what you are told by others. In that respect I will be clearer in the future on exactly what goes on at the airport and base my comments and concerns of evidence to support my statements. The leases are a great starting point. I will show you the the leases sent me were anything but "Standard" leases used here at the airport. I will detail my evidence so you can understand the depth of the issues.

I also see one of the airport sign we discussed at the last meeting which is on town property which belongs to the town must have been vandalized. All the businesses have been taken off the sign?

I am looking forward to our next meeting. The confusion is something I will insure does not happen again. Jeff Addler was supposed to be at our next meeting to discuss the the Technical Master Plan. This plan and it's items lay out the future of the airport. The current TMPU is lacking to say the least. Documents such as the Radlo letter to the BOS/Airport were not provided in accordance with the agreement until well after the meeting. (IE. The letter he sent on August 6 was not provided until recently.

Could you please send me the PRR for the Agreement that was given to FLN. Perhaps you are not aware of the Joint Defense Agreement between possibly MHTL, some members of the NAC, possibly some town officials, etc? Perhaps you are not aware of the outstanding order from the Commonwealth regarding communication between the town of Norwood and it's attorneys (MHTL) and FLN in which the town refused to provide communications saying if they were in the possession of MHTL they were not public documents. The Commonwealth disagrees with that claim and ordered the communication provided. To date it has not been provided in violation of the law.

In a nut shell the town is claiming that if the town attorney communicates on behalf of the town with a private entity all they have to do is keep the communication on the MHTL computer and it is exempt from the public records law? Brandon Moss was working with FLN extensively throughout his tenure as the NAC attorney. Reviewing legal briefs, assisting in

editing letters from FLN, etc. He even it appears assisted in editing a letter from FLN that was sent to the BOS while he was representing the town?

He claimed he "Borrowed" a cell phone for 2 years and then gave it back so he could not produce all his text records! He lied on filings to the FAA and lied at NAC meetings. He met and assisted FLN in erecting barriers to block me and our hanger illegally. I could go on but you see my concern. I will detail the lease tomorrow. I appreciate your position.

/ / a --

oversight
ANDERSON
KREIGER leases

MINA S. MAKARIOUS
mmakarious@andersonkreiger.com
T: 617.621.6525
F: 617.621.6625

July 9, 2020

By Email (eloeffler@davids-cohen.com)
Eric H. Loeffler
Davids & Cohen, P.C.
40 Washington Street, Suite 20
Wellesley, MA 02481

Re: BEH Questions

Dear Eric,

By email dated June 24, 2020, Mr. Donovan has asked the Town and Airport Commission to respond to the questions below. Several of these have been asked and responded to in the past, but, in the hopes we can keep moving forward on the relationship between the Town, Airport Commission and BEH, below are our responses:

1. Has the town provided a lease plan showing the 72,000SF on the West apron and 15,295SF on the DC-3 ramp, of USABLE space available for BEH FBO operations? Is this space free of all encumbrances so BEH can conduct FBO operations? Please note the West apron includes in part Lot A,B,H and other parcels, the DC-3 apron includes Lot H and other parcels.

As you know the Town has provided a lease plan and supporting leases that we believe satisfy the Town's obligations under the Settlement Agreement. If BEH disagrees, please identify the language in the agreement that would be violated and how.

2. Does the plan presented by Makarious show all the existing, planned, proposed and claimed encumbrances on the West and DC-3 ramps? If not, please identify any planned, proposed, existing, acknowledged or other encumbrances on this space.

The Town cannot provide BEH legal advice. We have shared all of the title information we obtained at the Town's expense with you for your review.

3. At the recent hearing Attorneys Makarious and Elders said they would recognize all encumbrances claimed by FLN, including encumbrances on the West and DC-3 ramps. FLN claimed the following encumbrances in part:

Lease hold Interest lot G and portions of Lot H, Rights of access associated with Lot G and Lot H, Installation of a delivery system for fuel from Lot H to the DC-3 ramp and on the DC-3 ramp, License agreement for access over lot B and H for FLN fuel delivery, 11,500 SF on lot H, Rights to install, maintain, a fuel terminal and dispensing system on the DC-3 ramp, Underground piping from fuel tanks across lot H, Rights under the tank farm sub lease, Lot G sub lease with Lot H leased area, Rights on the DC-3 ramp and Lot H, Rights to pave and use as a taxi way 30' wide on Lot B, Lot G right to pave and use as a taxi way 30' wide on lot B, westerly boundary of Lot B, Lot G plus portions of lot H, Lot G including Lot H leased area, easement over portions of lot H for FLN fuel vehicles and delivery, easement or license or other access rights over lot H, rights in gate #3 lane, Taxi way, Taxi Lane, West apron.

Are these encumbrances which Makarious and Elders said the NAC have recognized and approved, shown on the lease plan by Makarious, under the July 30, 2019 agreement?

The Town and Airport Commission's position, as stated at the hearing, is that we do not believe the lease offered to BEH violates the terms of Flight Level's existing rights or the terms of the settlement agreement. The Town's and Commission's positions in the case are documented in the pleadings in the case by FlightLevel against the Town and BEH.

Lie

4. On July 29, 2019 the BOS voted to approve leases to BEH for space on the Norwood Airport without any encumbrances. Can the BOS approve leases and terms for the Norwood Airport?

It is not clear what this question refers to. As I explained at the hearing, the Board approved a settlement agreement. The lease to BEH was voted by the NAC in November 2019.

5. Did Davis have authorization to sign the July 30, 2019 agreement for individuals who did not personally sign?

Yes.

6. Makarious stated on June 18, 2019 he represents the NAC and 2 other persons. Who exactly does each Attorney or firm represent?

My firm represents all of the Town defendants in the FlightLevel litigation.

8. Has the town/NAC provided all communication between the NAC, BEH and FLN, including their attorneys, in accordance with the July 30, 2019 settlement. If any communications have been withheld, what communication and why?

To the best of my knowledge, yes. The communications I provided last week fulfill this request. The only communications not previously provided were redlined

Lie

Mina

8-27-2020

Norwood Airport: Follow up from Call

Mina S. Makarios <mina@andersonkreiger.com>

Thu, Aug 27, 2020 at 4:43 PM

To: Christopher Donovan <christopherdonovan1@gmail.com>

CC: Eric Loeffler <eloeffler@davids-cohen.com>, Karis North <knorth@mhtl.com>, "David S. Mackey" <dmackey@andersonkreiger.com>

Chris

Karis and I compared notes about one of your questions (the second 2019 meeting with FlightLevel). It was on 9/5/19 based on our notes. Our best recollection is that Karis, Mark, Russ, Neil Hartzell and Nick Burlingham attended, and I joined by phone. There were no documents of the meeting and, as I explained, FlightLevel mostly complained about concerns they later restated in their complaints. FlightLevel did show a video they asserted was of fueling activities at the airport, but neither Karis or I recall being given a copy. As I noted, we have not adopted their allegations as true and responded to their allegations in the lawsuit that we are actively defending it.

Mina

Mina S. Makarios

T. 617.621.6525 | F. 617.621.6625

Anderson & Kreiger LLP | 50 Milk Street, 21st Floor, Boston, MA 02109

1-2-19

John Davis

From: John Davis
Sent: Wednesday, January 02, 2019 11:50 AM
To: 'Michael Fee'
Cc: Adam Simms; knorth@mhtl.com
Subject: RE: BEH v. Norwood

Michael,

I assume Mr. Donovan knows the scope, as he was at the meeting with Tony Mazzucco. But, as I understand it, Mr. Donovan and Mr. Mazzucco agreed to have an engineer examine any easements, rights of way or other restrictions that may affect the amount of useable space on the West Apron, including the future construction of any hangars or other buildings. If a survey is required, we'll have it surveyed. If Mr. Donovan has some other understanding of this meeting, by all means, please let me know.

Is your client agreeable to retaining Choubah Engineering?

I look forward to hearing from you.

John



BOSTON
PROVIDENCE
BRIDGEPORT

John J. Davis
PIERCE DAVIS & PERRITANO LLP

10 Post Office Square, Suite 1100N
Boston, MA 02109
617-350-0950

jdavis@piercedavis.com
www.piercedavis.com

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From: Michael Fee [mailto:mfee@piercemandell.com]
Sent: Wednesday, January 02, 2019 10:09 AM
To: John Davis <JDavis@piercedavis.com>
Cc: Adam Simms <ASimms@piercedavis.com>; knorth@mhtl.com
Subject: RE: BEH v. Norwood

Can you tell me the scope of work please?



Michael C. Fee
Pierce & Mandell, P.C.
11 Beacon Street, Suite 800
Boston, MA 02108
(617) 720-2444 Phone
(617) 720-3693 Fax
(617) 619-7207 Direct Dial
(617) 619-7237 Direct Fax
mfee@piercemandell.com
www.piercemandell.com

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From: John Davis <JDavis@piercedavis.com>
Sent: Wednesday, January 02, 2019 9:10 AM
To: Michael Fee <mfee@piercemandell.com>
Cc: Adam Simms <ASimms@piercedavis.com>; knorth@mhtl.com
Subject: BEH v. Norwood

Mike,

Happy New Year. The Town is agreeable to using Choubah Engineering for the West Apron plan. Please let me know if BEH agrees as well. If so, we should try to engage Mr. Choubah today.

Thanks.

John



John J. Davis
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jdavis@piercedavis.com
www.piercedavis.com

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The TOWN OF NORWOOD

Commonwealth of Massachusetts

Norwood Memorial Airport

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

OFFICE ADDRESS
111 Access Road
Norwood, MA 02062

MAILING ADDRESS
111 Access Road
Norwood, MA 02062

By Certified Mail and Electronic Mail
(christopherdonovan1@gmail.com;
Chris@BostonExecutiveHelicopters.com)

March 15, 2021

Boston Executive Helicopters, LLC
Attn: Christopher Donovan, President
209 Access Road
Norwood, MA 02062

RE: Notice of Default Regarding March 2021 Lease Payments Due: DC-3 Apron, West Apron

Dear Chris:

Please be advised that your company, *Boston Executive Helicopters, LLC* (BEH)—as Lessee—is now in default of its March 2021 payments for both the DC-3 Apron lease and the West Apron lease. As of this writing, BEH owes the Town of Norwood, through the Norwood Airport Commission, \$3,973.66.

In addition to the monthly lease payments, per Section III (Rent) of your leases, BEH—as Lessee—is responsible for all late fee payments relative to each of the two leases.

Below are two tables showing the summary of payments due, as of March 15, for each lease:

WEST APRON		
Monthly Lease Due	March 1, 2021	\$3,051.58
Initial Late Fee Date	March 10, 2021	\$50
Subsequent Late Fee, Daily	March 11, 2021	\$20
Subsequent Late Fee, Daily	March 12, 2021	\$20
Subsequent Late Fee, Daily	March 13, 2021	\$20
Subsequent Late Fee, Daily	March 14, 2021	\$20
Subsequent Late Fee, Daily	March 15, 2021	\$20
TOTAL DUE		\$3,201.58

DC-3 APRON		
Monthly Lease Due	March 1, 2021	\$622.08
Initial Late Fee Date	March 10, 2021	\$50
Subsequent Late Fee, Daily	March 11, 2021	\$20
Subsequent Late Fee, Daily	March 12, 2021	\$20
Subsequent Late Fee, Daily	March 13, 2021	\$20
Subsequent Late Fee, Daily	March 14, 2021	\$20
Subsequent Late Fee, Daily	March 15, 2021	\$20
TOTAL DUE		\$772.08

In closing, please give immediate attention to these outstanding payments due to the Town of Norwood.

Thank you.

Sincerely,



Russ Maguire, Manager
Norwood Memorial Airport

Cc: *Norwood Airport Commission; Norwood General Manager*

Norwood Airport; Notice of Default On March Lease Payments

Russ Maguire <rmaguire@norwoodma.gov>

Mon, Mar 15, 2021 at
2:00 PM


To: chris <chris@bostonexecutivehelicopters.com>, Chris Donovan <christopherdonovan1@gmail.com>
Cc: jcorcoran@norwoodma.gov, mryan@norwoodma.gov, msheehan@norwoodma.gov

Good afternoon Chris,
Please see the attached file.

Russ

--

Russ Maguire, Manager
Norwood Memorial Airport

 **BEH, Notice of Default on March 2021 Lease Payments.pdf**
393K

Christopher Donovan <christopherdonovan1@gmail.com>

Tue, Mar 16, 2021 at
11:26 PM

To: Russ Maguire <rmaguire@norwoodma.gov>, Tony Mazzucco <tmazzucco@norwoodma.gov>, selectmen <selectmen@norwoodma.gov>, peter Eichleay <peter@flightlevelaviation.com>, Thomas Maloney <tmaloney@norwoodma.gov>, "William J. Plasko" <wplasko@norwoodma.gov>
Cc: jcorcoran <jcorcoran@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>, msheehan <msheehan@norwoodma.gov>, alan radlo <arraviationllc@gmail.com>, "Mina S. Makarious" <mina@andersonkreiger.com>, "David S. Mackey" <dmackey@andersonkreiger.com>, Adam Simms <ASimms@piercedavis.com>, peter Eichleay <peter@flightlevelaviation.com>, "Nicholas W. Burlingham" <nburlingham@flightlevelaviation.com>

Russ,

I don't know where to begin with your lies, fraud, deceit and retaliation. I mailed the lease payment.

We can address your lies, fraud and retaliation, through other avenues.

Perhaps Mark will give me 45 seconds to address the NAC at the public meeting, regarding the fraud, lies, perjury, and illegal activity of the Norwood Airport, or, I could attend one of the NAC meetings held at the DPW garage.

Christopher Donovan <christopherdonovan1@gmail.com>

Wed, Mar 17, 2021 at
12:18 AM

To: Russ Maguire <rmaguire@norwoodma.gov>, Tony Mazzucco <tmazzucco@norwoodma.gov>, selectmen <selectmen@norwoodma.gov>, peter Eichleay <peter@flightlevelaviation.com>, Thomas Maloney <tmaloney@norwoodma.gov>, "William J. Plasko" <wplasko@norwoodma.gov>
Cc: jcorcoran <jcorcoran@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>, msheehan <msheehan@norwoodma.gov>, alan radlo <arraviationllc@gmail.com>, "Mina S. Makarious" <mina@andersonkreiger.com>, "David S. Mackey" <dmackey@andersonkreiger.com>, Adam Simms <ASimms@piercedavis.com>, peter Eichleay <peter@flightlevelaviation.com>, "Nicholas W. Burlingham" <nburlingham@flightlevelaviation.com>

Mark, John Michael and Russ,

The NAC public meeting is scheduled for Wednesday March 17, 2021. BEH is on the agenda.

In the past I have been limited to several minutes, while others can speak freely. Jeff Adler comes to mind. He has no business interest in the airport however he is given unlimited time to discuss his issues and address the NAC in a public format. FLN is also afforded unlimited time to address the NAC.

I have been castigated for attempting to address questions in the public meetings, while the NAC has refused to address my legitimate concerns, claiming ongoing litigation, etc. when there is no prohibition on the truth. Unfortunately I have not been invited to any NAC meetings off site, at the DPW facility or other locations, which seem to be prevalent for some airport users. At the meeting I am requesting to address the NAC, concerning, but not limited to:

1. The power request I have outstanding. The NAC and Russ have used the denial of power on AIP federally funded ramps, as retaliation in the past. I would be happy to provide evidence of this.
2. The trespass on BEH leaseholds and continued unsafe practice on the airport.
3. My public records requests and the refusal by the Town to abide by the law and provide public records.
4. The SWPP and NOI that Russ informed me of but refuses to provide me an opportunity to understand the process, and collaborate with the NAC.
5. Copies of the as built for the West and DC-3 ramps, currently leased to BEH. The AIP engineering provided prior by Mark is not correct.
6. BEH's leases and concealed encumbrances by the NAC and Town.
7. The status of the Engineering and design services contracts, which violate federal law. I have raised to specter as you know of contracting practice by the NAC and Town, which may violate federal law.

There are several other outstanding requests I would ask to address.

Thank you,
Christopher

8-6-19

Requests in accordance with the our agreement

Christopher Donovan <christopherdonovan1@gmail.com>

Tue, Aug 6, 2019 at 2:02 PM

To: Mark Ryan <mryan@norwoodma.gov>

Cc: "Paul A. Bishop" <pabishop@norwoodma.gov>, Tony Mazzucco <tmazzucco@norwoodma.gov>, John Davis <jdavis@piercedavis.com>, Adam Simms <ASimms@piercedavis.com>, knorth <knorth@mhtl.com>, Michael Fee <mfee@piercemandell.com>, Scott Zanolli <scott@piercemandell.com>

Dear Chairman Ryan,

In accordance with the agreement of July 30, 2019 can I please obtain the following items to assist me in beginning operations:

1. Can we get a draft copy of the proposed lease for the West ramp and DC-3 ramp. Can we also get a copy of the AIP engineering for the West ramp and DC-3 ramp showing the lot lines, etc. The AIP engineering would be the most accurate. Could we get any other engineering for the West ramp and DC-3 ramp on file please, to include any encumbrances on each area.

2. Can we get a copy of all the proposed Gate engineering, including the cameras, key pads, locations, etc. BEH has input to this vital step and I would like to begin to understand and contribute in accordance with our agreement. Can we get clickers immediately as they are available and will help BEH right now. A copy of the security plan will assist BEH in understanding the current procedures and needs.

5. Can I please get copies of all communication between Flight Level Norwood, LLC the NAC and the BOS, including communication between the town attorney and any Flight Level Norwood, LLC staff, attorney or representative, including but not limited to communication regarding the ABC ramp RFP, etc.

6. Can we get copies of all the communication between FAA and DOT regarding the ABC RFP and the TMPU, including any communication regarding the Part 16 complaint. These communications are critical to understand what is going on with the ABC RFP, the open part 16 issues and the TMPU which may impact BEH.

I am available to come down and view any of these items to make things easier on everyone.

Respectfully,
Christopher Donovan

--
Christopher R. Donovan
President, Boston Executive Helicopters
781-603-6186
www.Bostonexecutivehelicopters.com

8-15-19

From Suit Filed by FIN on 8-26-19

54. In its motion to enforce the "Term Sheet," BEH acknowledged it knew of the Lot B&H License Agreement, but it believed the Lot B&H License Agreement was "terminable," even though the express language of the Lot B&H License Agreement states that it may be terminated only for cause, and even though the Town had no cause to terminate it.

55. BEH wanted enforcement of the "Term Sheet"—which did not make BEH's leases subject to an easement over Lot H or subject to the Lot B&H License Agreement or subject to the Tank Farm Sublease—because BEH knew that if FlightLevel did not have access to the Lot B&H Licensed Area or the DC-3 Ramp and access over Lot H, then BEH could disrupt FlightLevel's fueling operations and block, prevent, or otherwise obstruct fueling vehicles from accessing FlightLevel's fuel farm.

Agreement for
Lot G
hangars

56. On July 30, 2019, FlightLevel learned for the first time that the Board voted in executive session to enter into a "General Release and Settlement Agreement" with BEH, giving BEH a West Apron lease and DC-3 Ramp lease that are not subject to an easement over Lot H, not subject to the Lot B&H License Agreement, and not subject to the Tank Farm Sublease.

What
Board

What

57. On August 15, 2019, FlightLevel's representatives met with Town's representatives to discuss the status of FlightLevel's property rights and access rights.

58. At that meeting, the Town presented FlightLevel with executed copies of a "General Release & Settlement Agreement," confirming that the Town Defendants agreed to give BEH a West Apron lease and DC-3 Ramp lease that are not subject to an easement over Lot H, not subject to the Lot B&H License Agreement, and not subject to the Tank Farm Sublease. A true and accurate copy of the executed "General Release & Settlement Agreement" is attached hereto as Exhibit N.

FIN once again met in secret regarding
BEH

DC-3
Ramp

Mazzucco

Ryan and North to BEH

No encumbrances



NORTH/SOUTH
TAXILANE

TOFA

133'±

57.5'

115'±

WEST
APRON

DC-3
APRON

TOWN OF NORWOOD
30' SEWER EASEMENT

LOT
DC-3

AREA
15,295± sq. ft. OUTSIDE OF TOFA

NORWOOD MEMORIAL AIRPORT
LEASE PLAN
DC - 3 APRON
AUGUST 16, 2019
SCALE: 1' = 40'

8-16-19



NORTH/SOUTH
TAXILANE

TOFA
133'±

57.5'

115'±

WEST
APRON

DC-3
APRON

TOWN OF NORWOOD
30' SEWER EASEMENT

LOT
DC-3

AREA
15,295± sq. ft. OUTSIDE OF TOFA

NORWOOD MEMORIAL AIRPORT
LEASE PLAN

DC - 3 APRON

AUGUST 16, 2019

SCALE: 1' = 40'

NO Encumbrances by North-Ryan

8-26-19



Commonwealth of Massachusetts

NORWOOD AIRPORT COMMISSION

Mark P. Ryan, *Chairman*
Martin E. Odstrchel

Michael Sheehan, *Vice Chairman*
John J. Corcoran

Kevin J. Shaughnessy, *Clerk*

August 26, 2019

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

DRAFT ONLY

**RE: Support for Construction of Hangar on West Apron
and BEH's Efforts to Obtain a Long-Term (30-year) Lease**

Dear Chris,

Consistent with our obligations under paragraph 3 of the General Release and Settlement Agreement ("Agreement") between *Boston Executive Helicopters* ("BEH") and the Town of Norwood ("Norwood") and the Norwood Airport Commission ("NAC"), I am writing on behalf of the NAC to let you know that should *Boston Executive Helicopters* elect to pursue construction of a hangar on the West Apron, the NAC supports such efforts. The NAC also supports BEH's efforts, should you elect to do so, to obtain FAA approval for a long-term lease (of up to 30 years) on the West Ramp.

When or if you chose to engage in these efforts, please let us know by sending a letter to the NAC via the Airport Manager, Russ Maguire, at rmaguire@norwoodma.gov, and we will submit specific letters of support on these matters to the FAA.

Sincerely,

Mark P. Ryan, Chairman
Norwood Airport Commission

Cc: Tony Mazzucco, Paul Bishop, John Davis, Adam Simms, Karis North

8-27-19

Zimbra

rmaquire@norwoodma.gov

BEH

From : Mark Ryan <mryan@norwoodma.gov>

Tue, Aug 27, 2019 03:13 PM

Subject : BEH

1 attachment

To : gail lattrell <gail.lattrell@faa.gov>**Cc :** lisa lesperance <lisa.lesperance@faa.gov>, Tony Mazzucco <tmazzucco@norwoodma.gov>, Russ Maguire, A.A.E., ACE <rmaquire@norwoodma.gov>, Mike Sheehan <msheehan8@gmail.com>, knorth <knorth@mhtl.com>, dmackey@andersonkreiger.com, mmakarious@andersonkreiger.comSent on
12-20-19
by Russ Maguire

Hi Gail

Today you received an email from Chris Donovan of BEH containing letters regarding their request to remove the TOFA designation on Taxiway 3 at Norwood Memorial Airport and to re-designate it as a vehicle service road.

The 3rd letter in the attachment is addressed to you with me as the author. I need to make it very clear that I had no input with the drafting of that letter nor did I authorize anyone to attach my name to it.

As is agreed upon between BEH and the Town of Norwood, when BEH prepares 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, we will provide a letter of support at that time authored by the Norwood Airport Commission.

Please let me know if I can provide any more details.

Mark Ryan

— GaillattrellTOFAofa.pdf
1 MB

Cancelled from BEH

8-27-19

Christopher Donovan <christopherdonovan1@gmail.com>

Tue, Aug 27, 2019 at
9:40 AM

To: Mark Ryan <mryan@norwoodma.gov>

Cc: knorth <knorth@mhtl.com>, Tony Mazzucco <tmazzucco@norwoodma.gov>, "Paul A. Bishop" <pabishop@norwoodma.gov>

Dear Mr. Ryan,

I was sent draft leases for the West ramp and DC-3 ramp for review. The leases are not consistent with past promises to the FAA from the NAC regarding violations for FAA Part 16-07-03 and the currently pending Part 16 violations.

Rather than spend a considerable amount of time pointing out the differences I would ask the NAC and town to utilize the sample lease they presented to FAA to correct violations. I realize the NAC has invented new and restrictive conditions from the last 5 years of dispute. The terms and conditions were in most part to satisfy retaliation rather than realistic expectations or genuine concerns. I did not attach the numerous leases from the last several years as well as the recent long term lease extensions given to Flight Level against FAA warnings.

In the spirit of cooperation I would ask that the NAC consider the pending ABC lease which will only further harm the town as well as the airport. The ABC ramp RFP is not consistent with violations, promises and pending issues at the airport. The hanger proposed is not on the ABC ramp which is an AIP ramp. The ABC ramp was presented as the model NAC would use to correct past violations. Granting any lease in excess of the 5 year short term lease will only cause further issues and violations. I am encouraged about the proposed hanger however it is not on the ABC ramp and lacks the justification for a long term lease of AIP ramps. With all that is going on I ask that the NAC pause on actions and work through the pending violations under the part 16.

The proposed leases for BEH are not consistent with grant assurances, past promises to FAA and the minimum standards. They also contain restrictive terms to punish BEH which are not included in leases at the airport. They are also not consistent with the past leases offered and in force at the airport.

Attached are the following:

1. Letter from you dated October 23, 2008 addressing 16-07-03 violations outlining the corrective action to address the lease violations of AIP ramps. This corrective action plan to the FAA contains a short term lease which was presented as being used by the NAC in future AIP leases. This short term lease is titled "Standard ground lease form, short term". The agreement between the Town and BEH states in part "The NAC shall enter into standard form, non exclusive lease agreements with BEH for AIP Ramp".
2. Letter dated May 16, 2008 from the NAC to the FAA regarding the corrective action plan proposed to address 16-07-03 which details promises in part regarding ABC and leasing.

3. Letter dated May 11, 2015 to Russ Maguire from the FAA warning against giving lease extensions to Flight Level Norwood, LLC which was ignored by the NAC.

I would also point out the lease presented to BEH are not "long term leases" but short term leases for AIP ramps. With justification the FAA may allow a long term lease under certain conditions. Amortization of a hanger may in some instances necessitate a long term lease (over 5 years) however the ABC RFP does not contain a hanger on the ABC ramp. With the prior FAA warning regarding lease extensions of Flight Level leases which included some AIP ramps being ignored by the NAC any further long term leases will make matters much worse.

Currently there is no justification for a long term lease on any AIP ramp in accordance with the corrective action plan, FAA guidelines or proposed conditions. The hanger would be a great addition to the airport however it is not on the ABC ramp. The NAC acknowledged in the past that hangers can not be built on the West ramp based on meeting with the FAA.

I look forward to executing a lease consistent with the CAP and FAA guidelines. As you know I did not bid on the ABC RFP which was contrary to FAA guidelines and violated the CAP and open violations under the part 16. I need space to operate our FBO consistent with federal law and promises made to the FAA. I am attempting to comply with the promises made by the NAC and FAA guidelines in moving forward. I am available to answer any questions at your convenience.

Respectfully,
Christopher Donovan

NAC Motion

8-28-19

- BEH Construction Of New Hangar. The NAC has advised BEH that it will support BEH's efforts to construct a new hangar on the West Apron, should BEH choose to do so. See Exhibit I annexed hereto.
- FAA/TOFA relief. The NAC has memorialized its support of BEH's efforts to obtain TOFA relief. See Exhibit J annexed hereto.
- FAA/Verizon Lease. The NAC has tentatively set up a teleconference with two officials from the FAA (Jorge Pentelli and Michelle Ricci) for next week. Once a date is confirmed, BEH will be notified and invited to participate. In addition, on August 27, 2019, the NAC sent Mr. Donovan a letter soliciting his views on this particular topic. See Exhibit K annexed hereto.
- Corrective Action Plan. The NAC is in the process of setting up a meeting with BEH sometime after Labor Day.
- Communications Protocol/Selectmen Oversight. The Board of Selectmen voted to appoint the General Manager, Tony Mazzucco, as its designated liaison to attend these meetings. On August 20, 2019, Mr. Mazzucco sent Mr. Donovan an email proposing a number of dates in August for their first meeting. See Exhibit L annexed hereto. Their first meeting was held at Town Hall on August 28, 2019. Among other things, the parties agreed to meet once a month and more frequently, if necessary. In fact, they agreed to meet twice in September.
- Public Documents. The NAC has begun providing BEH with any documents received from Flight Level and vice-versa.
- NAC Meeting Package. Beginning with its meeting on August 14, 2019, the NAC is posting all NAC meeting documents (other than those to be reviewed in Executive Session) on the Town's website;

Dismissal and Reopen the Case (the “Motion”) (Doc. No. 188). On January 23, 2019, the Court granted in part, denied in part, plaintiff’s Motion by enforcing the General Release and Settlement Agreement. On February 4, 2019, the Court entered Final Judgment of Dismissal pursuant to Rule 58(a). On March 1, 2019, plaintiff filed a Motion for Reconsideration and Relief from Judgment pursuant to Rule 60(b). The defendants filed their Opposition on April 8, 2019, and, shortly thereafter, the Court scheduled an evidentiary hearing on Plaintiff’s Motion For Reconsideration and Relief From Judgment. In connection with plaintiff’s Motion, the Court heard testimony on May 31, 2019. At the start of the hearing on May 31, 2019, BEH’s counsel identified three specific items which he claimed the parties had agreed to during their December 6th meeting, but which were not contained in the Town’s version of the parties’ Settlement Agreement.¹ In any event, given the length of the first hearing, the Court scheduled a second day of hearings for June 28, 2019.

On the morning of June 28, 2019, about an hour before the second hearing, the undersigned sent Mr. Fee a revised General Release and Settlement Agreement which addressed and satisfied all three of the “concerns” that Mr. Fee had identified during day one of the hearings. Understandably, soon after the June 28th hearing commenced, BEH’s counsel asked the Court for time to review the revised Settlement Agreement and the Court allowed the parties a 45-minute recess. During the recess, Mr. Fee reviewed the Settlement Agreement with his client, BEH/Chris Donovan. Incredibly, BEH raised a new issue beyond the three items that Mr. Fee had identified

¹ These three items are as follows: 1. BEH never agreed to provide an easement on the West Ramp for use by Flight Level to access its (Flight Level’s) fueling facility; 2. BEH was not sufficiently assured a “seat at the table” with respect to the Corrective Action Plan to be filed with the FAA; and, 3. BEH maintains that it was to be provided “clickers” for use at the to-be constructed pedestrian gate near BEH’s hangar at Norwood Memorial Airport.

at the May 31st hearing, to wit, BEH's insistence that the Norwood Airport Commission distribute to both BEH and Flight Level "all email and correspondence" between the NAC and BEH or Flight Level, contemporaneously with such communications. In a show of good faith and to avoid wasting additional Court time, the Town/NAC agreed to BEH's request and the parties' hand-wrote this addition into the terms of the Settlement Agreement.²

During the recess, Mr. Fee raised one other item with the undersigned, that is, the timing of the payment of the settlement proceeds to BEH. The Town pauses to make one important point. The Settlement Agreement does not state that the settlement payment (\$750,000) to BEH "is to occur upon execution of the Agreement" as BEH contends. Motion To Enforce Settlement Agreement, p. 2, ¶4. In fact, the Settlement Agreement is silent on this point. Accordingly, the undersigned sent Mr. Fee an email on August 1, 2019, in which I explained that it is my practice to exchange the settlement check simultaneous with the filing of the Stipulation of Dismissal, and I suggested that we do so here. (The filing of a Stipulation of Dismissal with prejudice and without costs, waiving all rights of appeal, is required under the Settlement Agreement, ¶14.) Mr. Fee responded as follows: "Adam, the Stipulation is fine. Please make the check payable to Boston Executive Helicopters, LLC". See Exhibit B annexed hereto. Mr. Fee raised no objection to the simultaneous exchange of the settlement proceeds with the filing of the agreed Stipulation of Dismissal. At the very least, Mr. Fee's failure to object to my suggestion that the settlement proceeds be delivered simultaneously with our filing a Stipulation of Dismissal, constitutes an admission by a party's agent under Fed. R. Evidence 901(d)(2)(D).

² For the Court's convenience, a fully-executed copy of the Settlement Agreement is annexed hereto as Exhibit A.

Having remained silent when asked to respond, BEH now takes the position that it will not agree to file the Stipulation of Dismissal until the Town/NAC "... have met all of their obligations under the settlement agreement." See Exhibit C annexed hereto. Some of those "obligations," such as the parties' Communications Protocol and the dissemination of documents to BEH and Flight Level described above, run for eighteen (18) months; moreover, no doubt BEH will contend, as it has to date, that BEH is the beholder of whether the Town "has met its obligations" under the Settlement Agreement, all to BEH's satisfaction. BEH's position is untenable. Like any contract, the Settlement Agreement is only a promise until it is performed. Hence, if the Court is inclined to order that the Town's counsel tender the settlement proceeds to BEH's counsel "immediately," as BEH requests, then the Court should also order that BEH be required to immediately sign and file with the Court, the Stipulation of Dismissal annexed hereto as Exhibit D.

The Town now turns to the two other terms which BEH claims the Town has failed to comply with under the Settlement Agreement. They warrant short shrift. First, as the Court will see (Exhibit B), the Settlement Agreement has now been fully executed: it has been signed by BEH/Chris Donovan; the Town of Norwood through the General Manager, Tony Mazzucco; the Chairman of the Board of Selectmen, Paul Bishop; and *every member* of the Norwood Airport Commission. BEH's claim that their counsel's signature by on behalf of Mike Sheehan and Kevin Shaughnessy "are clear breaches of Defendants' obligations and expose a material misrepresentation made to the Court by Defendants' counsel at the hearing on July 30, 2019," Motion to Enforce, p. 3, is a legal sophistry. Those two members of the Norwood Airport Commission (Sheehan and Shaughnessy) both authorized counsel to sign the Settlement Agreement on their behalf, which we have done. No more is required.

Last, BEH contends that “the third and most blatant breach of the Agreement occurred on August 7, 2019 when the NAC refused to grant BEH an FBO permit.” Motion To Enforce, p. 4. Whatever the merits of this particular claim when BEH filed the Motion to Enforce, it is now a moot point. The Norwood Airport Commission has issued an FBO to BEH without any conditions. See Exhibit E annexed hereto. In fact, Norwood’s town counsel sent a separate letter to Mike Fee confirming that his client (BEH) is free to store and sell fuel at Norwood Airport. See Exhibit F annexed hereto. In what can only be viewed as BEH’s ongoing disingenuousness, BEH now refuses to accept that the NAC has issued it an FBO. Like a corpse that refuses to remain buried, on August 20, 2019, Mr. Donovan sent Paul Bishop an email in which, among other things, Donovan again raised a host of issues that have been laid to rest with the execution of the parties’ Settlement Agreement. See Exhibit G annexed hereto. Indeed, this was the very purpose of the Settlement Agreement.

To bring the Court current, in addition to issuing BEH an FBO, the Town has undertaken the following:

- Notices To Quit were sent to tenants of the West Apron and DC-3 Ramp (December, 2018);
- FBO Permit. Voted on and approved by the NAC on August 14, 2019, and issued by Airport Manager, Russ Maguire, on August 15, 2019; re-confirmed by the NAC without any conditions on August 26, 2019.
- Leases. Draft leases for the West Apron and DC-3 Ramp were sent to BEH’s counsel (August 15, 2019). Mr. Donovan responded by asking for a slew of additional information from the NAC, which has been provided to him. See Exhibit H annexed hereto.³

³ The property that is the subject of the leases; the amount of rent charged BEH; and the duration of the leases are all specified in the Settlement Agreement, ¶13.

- New Pedestrian Gate. Tony Mazzucco, Chris Donovan and the Town's vendor, Metropolitan Gate Systems, met on August 28, 2019. See Exhibit M annexed hereto. At the meeting, Mr. Donovan was given two electronic gate transmitters (*i.e.*, "clicker devices") for use in connection with this new gate.
- Dismissal of FAA Appeal. The NAC's counsel has prepared the requisite dismissal for filing with the FAA pending the filing of the Stipulation of Dismissal in this Action.
- Joint Press Release. This was issued by the Chair of the Board of Selectman at its meeting on August 20, 2019.
- Stipulation of Dismissal. The Massachusetts Interlocal Insurance Agency ("MIIA) issued a settlement check on August 7, 2019. BEH's counsel is aware of this fact. MIIA has instructed the undersigned that the settlement check is to be exchanged simultaneously with the filing of the requisite Stipulation of Dismissal with the Court.

One final point. The Settlement Agreement, ¶15, imposes upon each side—through their counsel-- a "duty to confer in good faith to revise the due date or deadline and thereafter work diligently to comply" with any obligations set forth in the Settlement Agreement. BEH's counsel did not attempt to confer with the undersigned about the many obligations and dates confirmed in the Settlement Agreement.

8
8-28-19

Adam Simms

From: Christopher Donovan <christopherdonovan1@gmail.com>
Sent: Tuesday, August 20, 2019 3:28 PM
To: Paul A. Bishop
Cc: Michael Fee; Tony Mazzucco; Adam Simms; John Davis; knorth; Mark Ryan; selectmen@norwoodma.gov
Subject: Fwd: FW: BEH FBO approval
Attachments: Letter to Fee re FBO and Insurance.pdf

Dear Chairman Bishop.

Please find an attached letter from Attorney Karis North of MHTL with today's date claiming my FBO approval to include fuel storage and sale. This is not what was voted by the NAC at the public meeting on August 14. I will refrain from wasting time with a review of the conflicting statements over the last several weeks regarding this issue. This letter carries no authority to overturn a vote taken by a public body.

I will however briefly make some points.

1. In December after meeting face to face with Attorney Davis and being notified in writing that the agreement we had reduced to writing was approved by the NAC and BOS, it was then changed and never approved. This claim has caused me 9 months of additional expense, lost revenue and games.
2. Attorney Brandon Moss of MHTL had for years been working with Flight Level and their attorney on legal motions against BEH and letters attacking BEH, one of which was sent to the BOS after review by Moss and FLN. Moss had for years been working under claimed Attorney client confidential status with Flight Level Norwood, LLC. on detailed legal motions, etc. against BEH. The depth and level of collusion between Moss and FLN with the knowledge of some NAC members is stunning. He turned over partial text messages with FLN and their attorney but claimed he had borrowed a phone for several years and then given it back. No, I am not making this up!
3. The town is in violation of my Public records request for communication between MHTL, Moss and FLN. Although we have numerous examples of the overwhelming collusion against BEH the town claimed records kept by MHTL are not public although they were done by MHTL while town counsel. The commonwealth ordered compliance as MHTL was acting as agent for the town of Norwood. The town (And evidently MHTL) have still refused to turn over communication.
4. Moss testified of a Joint Defense agreement between himself (MHTL) and FLN. He met numerous times with FLN attorneys and NAC members discussing BEH. He allowed barriers to be placed around my hanger and made statements to the FAA and others which he knew were incorrect. Within days of his first deposition he was no longer working at MHTL after 10 years with the firm?
5. I was told in court on July 30 by Attorney Simms I would have a settlement check within 7-10 days. I believed once again, as presented, that the attorneys acting for the town were sincere in their offer and statements that we had an agreement. To think, I am portrayed as the bad guy!
6. 3 members of the NAC have still not signed the agreement without any reason given. Odstrechel evidently will not sign, Sheehan has been at 2 meetings since the settlement where he has championed the charge to deny BEH with incorrect statements and new conditions, he has not signed the agreement. Shaughnessey, who is

also a town employee, has not signed. Both Sheehan and Shaughnessey, according to Davis, did not sign but authorized Davis to sign for them? No proof of his authority or a reason was given why Sheehan and Shaughnessey will not sign.

7. Numerous other items from the agreement have not been complied with. I have spent the last few days reviewing the "Leases" sent by Karis North. I guess it would be better if I just ask to be treated like Verizon and David Spiegel regarding airport land and leases. The leases proposed are utter nonsense. In 2008 the Town of Norwood was found in violation of federal law as you know. The NAC proposed a standard short term lease to the FAA for correction of their illegal acts against Boston Air Charter (BAC). BAC as you know had the audacity to dream of becoming a second FBO at Norwood and selling fuel. The NAC, using taxpayer dollars simply spent the next 8 years grinding BAC in to dust. The NAC will simply claim now that they made FLN do the same thing. This is not true. In an attempt to try and justify the years of retaliation against BEH the NAC made up new "Conditions" for FLN. Nonsense. The NAC could not answer simple questions under oath when asked about all the phony terms and conditions they now claim are normal procedure.

There is a reason an airport has rules, regulations and standards. Apparently these only apply when it is convenient and ignored for made up conditions when retaliation is the goal.

8. I could also dream of being treated like FLN who had all their leases with the NAC extended, some beyond 20 years, against the warnings of the FAA. Even after FLN made false statements to government agencies claiming a review and OK by agencies, a fact the NAC was well aware of, the NAC still extended their leases. This effectively ties up the airport for our lifetimes.

9. We have the current ABC RFP which is another middle finger to the FAA and everyone at the airport. Rather than let the dust settle and follow past promises to the FAA the NAC Chairman, a town employee, started working to get approval for a hanger on ABC. Acting as both the town engineer, DPW Superintendent and NAC Chairman, with the airport manager, they appeared in front of other town boards to get the hanger permitted. Where they got the money for all the studies, etc. is any ones guess. Nothing was said at any NAC meeting about all this secret work. Of course there were plenty of secret meetings about all this at the DPW garage. Meanwhile FLN was sold without any public disclosure. Clearly the Chairman and others knew about this but kept it quiet for over a year.

This is but a sprinkling of the conduct over the last months. Based on these factors I do not believe a word said by any Attorney for the town of Norwood or the NAC members. I do not believe a word said by the airport manager. My guess is that no one does. I know there are decent honest people in Norwood, including members of the BOS and other town employees. I have had the pleasure of meeting many great people over the years who have tried to help. It saddens me that so many with good intentions have been tarnished by the actions of a few.

I also believe some attorneys have not intentionally mislead or made incorrect statements. As I well know, an attorney can only do so much to show some the light. Clearly the NAC along with the manager, based on their actions, have no intention of working cooperatively to settle their retaliation against BEH. Since 2013 I have witnessed NAC members and town employees do whatever they can to destroy BEH and retaliate against our business. Everyone should be disgusted by the actions of a few which have harmed and tarnished so many.

Only the Board of Selectmen have the authority to stop this. Whatever has been done by some with FLN may explain some of these events. It does not explain everything.

Please just treat me like Verizon, Spiegel or FLN. Perhaps I can also get some of the treatment given to the select few who seem to get the no bid contracts behind closed doors. What does surprise me and others is that after another FAA violation, the years of bad press built on false statements by the manager and NAC members

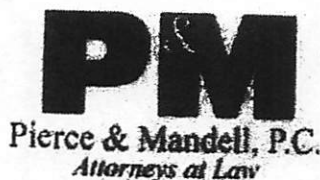
they have not stopped the retaliation against BEH. Perhaps Judge Sterns will have had enough of the false and misleading statements presented to him and act accordingly.

I (We) may never know the true nexus of all the illegal actions at the airport. We can all agree it must be beyond belief based on how hard some are trying to protect the monopoly and the lengths they will go in retaliation.

Respectfully,
Christopher Donovan

PS: Just say the word and I will meet with the BOS in executive session (Without any attorneys) to discuss any of the above and settle this disastrous situation.

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



Michael C. Fee

Pierce & Mandell, P.C.

11 Beacon Street, Suite 800

Boston, MA 02108

(617) 720-2444 Phone

(617) 720-3693 Fax

(617) 619-7207 Direct Dial

(617) 619-7237 Direct Fax

mfee@piercemandell.com

www.piercemandell.com

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8-28-19

Minutes from meeting on 8-28-2019

Christopher Donovan <christopherdonovan1@gmail.com>

Mon, Sep 2, 2019 at
7:57 PM

To: Tony Mazzucco <tmazzucco@norwoodma.gov>

Cc: Bernie Cooper <bcooper@norwoodma.gov>, Mark Ryan <mryan@norwoodma.gov>

Tony and Mark,

Thank you for our meeting on August 28, 2019 in accordance with the settlement agreement. I wanted to record things so we can insure everyone understands things said, etc. If something is in error please let me know.

We agreed to hold meetings on the second Wednesday of the month and have 2 meetings in September. We will meet September 11 and another date in September, possibly September 25. We can also meet more often as needed.

In attendance 8-28-2019

Christopher Donovan

Tony Mazzucco

Bernie Cooper

Mark Ryan

Russ Maguire

2 contractors came in for the gate portion of the meeting if someone could let me know their names and company affiliation please.

Topics discussed.

1. Airport Layout plan. I had requested a copy of the current ALP. Mark said he would get me a large copy and Russ could get a PDF copy sent.

2. I asked about the BEH leases for the West ramp/DC-3 ramp. I was told Karis is working on the leases and to contact Karis. I have emailed her with no reply. The leases fall under article #3 of the agreement. Could someone please update me on the leases. (Karis replied after the meeting and said she is looking in to this. The agreement specified our FBO approval concurrent with the leases which has not happened within the 30 days).

3. Airport signs and mail delivery. We discussed the 2 airport signs which are on town property. Flight Level had submitted designs and taking over the signs. I believe the NAC had approved FL taking over the public signs. After discussion FL will be put on hold and no changes will be made until further review by Russ and Mark with input from the airport businesses. We discussed signs at each gate and a standard sign at each area with gate listings. Further work is needed to come up with a plan for the airport and each gate.

We discussed mail and package delivery and the problems with these things at the airport. Tony discussed a central location for mail boxes. Chris discussed signs on the gate to allow package delivery services to call the specific business for delivery. In the interim Chris will

put up a mail box with our contact information at gate 3. Russ and Mark along with everyone will explore options for mail and package delivery. We may consider the signs and gate locations in the mail and package delivery issues.

4. We discussed the TMPU. BEH had submitted a detailed lists of comments and suggestions which were never included in the TMPU draft sent to the FAA. Russ and Mark said Jeff Adler had completed the changes. Tony asked that Jeff Adler be at the next meeting on September 11, 2019 to review and discuss the TMPU. Russ and Mark will insure Jeff is present. Mark stated the vehicle fuel delivery shown on the TMPU was removed (Between the west ramp and DC-3 ramp).

5. We discussed the gates in accordance with the agreement and with the contractors from Galaxy and another contractor. They will get estimates to Tony asap. Both thought the 30 days requested by Tony for completion of the gates was achievable. A pedestrian gate will be installed in the fence accessible from the street and inside the airport.

Remote access will be given to BEH in our hanger on the South end of the BEH hanger. Galaxy discussed wireless control of the camera and both the vehicle and pedestrian gate. Please note, upon some discussion with our security contractor it appears a wireless set up may be a problem with the metal hanger, etc. I know the Galaxy representative discussed a repeater in the BEH hanger for the wireless operation of the gate and camera controls. Could we insure via written agreement with the contractor that the wireless set up will work fine with the metal hanger, etc. and insure operation of the gates and cameras please. It appears from research that a hard wired system is best for this location and use.

Mark will coordinate lighting for the gates. We discussed the the turnaround which will not be done with the initial gate. (Please note the turnaround was suggested by the town and critical to the use of the gate #3 pedestrian and vehicle gate). We will hold another gate meeting once the contractors return with figures and ideas.

The Galaxy gate contractor will do a site visit in the BEH hanger to assess the system needs.

Christopher Donovan <christopherdonovan1@gmail.com>

Thu, Aug 29, 2019
at 9:40 PM

To: Tony Mazzucco <tmazzucco@norwoodma.gov>, "Paul A. Bishop" <pabishop@norwoodma.gov>, knorth <knorth@mhtl.com>, dmackey@andersonkreiger.com, Mark Ryan <mryan@norwoodma.gov>
Cc: Michael Fee <mfee@piercemandell.com>, "Lesperance, Lisa (FAA)" <lisa.lesperance@faa.gov>, michelle.ricci@faa.gov, gail.lattrell@faa.gov, jeffrey.decarlo@dot.state.ma.us

Karis,

In response to your email today to Michael Fee please see my email below to Mark.

I have proposed that we all simply follow past promises to the FAA from the town of Norwood.

I also propose we address the current violations with the FAA and MASS DOT concurrently.

I have attached the sample lease the Town presented to the FAA. This lease was to correct violations of federal law. We can redline the majority of the proposed leases and debate once again the years of invented terms and conditions.

I can provide the past leases and extensions which do not contain the new terms made up for BEH.

Terms which attempt to justify years of retaliation toward BEH.

Or, we can follow FAA guidelines and comply with federal law regarding AIP ramps. I will be handling all "negotiations" regarding leases of AIP ramps for BEH.

Mr. Fee will confirm this position. In accordance with the settlement agreement I would ask the town of Norwood to comply with the law regarding grant assurances.

I am available immediately to meet and discuss the standard leases promised to BEH.

Respectfully,

Christopher Donovan

Michael Fee <mfee@piercemandell.com>

Thu, Aug 29, 2019
at 9:45 PM

To: Christopher Donovan <christopherdonovan1@gmail.com>, Tony Mazzucco <tmazzucco@norwoodma.gov>, "Paul A. Bishop" <pabishop@norwoodma.gov>, knorth <knorth@mhtl.com>, "dmackey@andersonkreiger.com" <dmackey@andersonkreiger.com>, Mark Ryan <mryan@norwoodma.gov>
Cc: "Lesperance, Lisa (FAA)" <lisa.lesperance@faa.gov>, "michelle.ricci@faa.gov" <michelle.ricci@faa.gov>, "gail.lattrell@faa.gov" <gail.lattrell@faa.gov>, "jeffrey.decarlo@dot.state.ma.us" <jeffrey.decarlo@dot.state.ma.us>

Karis, I confirm that it is fine to discuss these matters with Mr. Donovan directly.

Karis North <knorth@mhtl.com>

Fri, Aug 30, 2019 at
3:47 PM

To: Christopher Donovan <christopherdonovan1@gmail.com>, Tony Mazzucco <tmazzucco@norwoodma.gov>, "Paul A. Bishop" <pabishop@norwoodma.gov>, "David S. Mackey" <dmackey@andersonkreiger.com>, Mark Ryan <mryan@norwoodma.gov>
Cc: Michael Fee <mfee@piercemandell.com>, "Lesperance, Lisa (FAA)" <lisa.lesperance@faa.gov>, "michelle.ricci@faa.gov" <michelle.ricci@faa.gov>, "gail.lattrell@faa.gov" <gail.lattrell@faa.gov>, "jeffrey.decarlo@dot.state.ma.us" <jeffrey.decarlo@dot.state.ma.us>

We are taking a look at the lease forms you provided, and will get back to you next week.

Thanks,

KLN

Christopher Donovan <christopherdonovan1@gmail.com>

Fri, Aug 30, 2019 at
4:50 PM

To: Karis North <knorth@mhtl.com>

Cc: Tony Mazzucco <tmazzucco@norwoodma.gov>, "Paul A. Bishop" <pabishop@norwoodma.gov>, "David S. Mackey" <dmackey@andersonkreiger.com>, Mark Ryan <mryan@norwoodma.gov>, Michael Fee <mfee@piercemandell.com>, "Lesperance, Lisa (FAA)" <lisa.lesperance@faa.gov>, "michelle.ricci@faa.gov" <michelle.ricci@faa.gov>, "gail.lattrell@faa.gov" <gail.lattrell@faa.gov>, "jeffrey.decarlo@dot.state.ma.us" <jeffrey.decarlo@dot.state.ma.us>

Karis,

Thank you for the response. Unfortunately as you know we have been hearing that for over 6 years. Under the agreement the town of Norwood promised FBO approval concurrent with the lease approval within 30 days. One is useless without the other as you know. I would urge the town to utilize the promised lease forms and treat everyone equally. This could be accomplished in 10 minutes. There is nothing to negotiate.

If this delay is now based on the suit filed by Flight Level that is a condition completely caused by the years of illegal collusion and retaliation by some town employees and NAC members. The Joint Defense Agreement (JDA) raised by prior NAC/MHTL attorney Moss could also be a source of this delay?

I have most of the leases and extensions at the airport to assist in answering questions. The selective language based on who has the lease is indicative of all the illegal actions at KOWD. It took 3 NAC meetings with intense oversight by you and other level headed adults to simply get the promised FBO approval under the agreement. In 2017 the FBO 'Approval' was just as hollow without space. I believe there are many who are honestly trying to clean up this mess. Unfortunately there are many others with ill intent and things to hide.

I am available to meet at any time with fair minded people to complete this process.
Thank you,
Christopher Donovan

PS: We could use the lease of airport land given to Spiegel realty trust and sub leased to Verizon communications if that would help.

BOSTON EXECUTIVE HELICOPTERS, LLC

209 ACCESS RD
NORWOOD, MA 02062-5247

2366

53-13/110 MA
81550

DATE 3-25-2021

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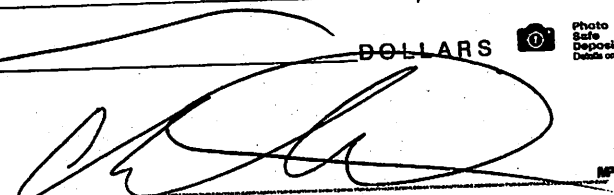
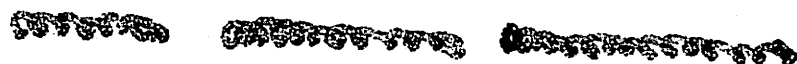


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1 From Please print and press hard.

Date 3-25-2021

Sender's FedEx Account Number

Sender's Name

Christopher Donovan

Phone

781, 603-6186

Company

Boston Executive Helicopters

Address

209 Access Rd.

City

Norwood

State

Ma

ZIP

02062

2 Your Internal Billing Reference

First 24 characters will appear on invoice.

OPTIONAL

3 To

Recipient's Name

Tony Mazzucco

Phone

Company

Town Manager, Town of Norwood

Address

566 Washington St.

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address

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City

Norwood

State

Ma

ZIP

02062



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Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Standard Overnight
Next business afternoon.*
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2 or 3 Business Days

☐ FedEx 2Day A.M.
Second business morning.*
Saturday Delivery NOT available.

☐ FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.

☐ FedEx Express Saver
Third business day.*
Saturday Delivery NOT available.

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* Declared value limit \$500.

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☐ FedEx Pak*

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Someone at recipient's address may sign for delivery.

☐ Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

☒ No

☐ Yes
As per attached Shipper's Declaration.

☐ Yes
Shipper's Declaration not required.

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Dry Ice, 5, UN 1845 x kg

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Total Packages

Total Weight

Total Declared Value*

lbs. \$.00

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