

MASSACHUSETTS PORT AUTHORITY
MINUTES FOR THE MEETING
HELD ON OCTOBER 20, 2022 AT 9:00 A.M.
L.G. HANSCOM FIELD TERMINAL BUILDING
200 HANSCOM DRIVE, BEDFORD, MA

The meeting of the Members of the Massachusetts Port Authority was held on October 20, 2022. The following Members participated in person: Chairman Lewis G. Evangelidis presided, Patricia A. Jacobs, John A. Nucci, Sean M. O'Brien, Laura Sen, and Jamey Tesler. Mr. John Nucci participated remotely. Lisa Wieland, Chief Executive Officer and Executive Director, Reed Passafaro, Chief of Staff, John P. Prankevicius, Director of Administration and Finance and Secretary-Treasurer, Edward C. Freni, Director of Aviation, Catherine McDonald, Chief Legal Counsel, Hank Shaw, Chief Security Officer, James Morris Acting Port Director, Luciana Burdi, Director Capital Programs & Environmental Affairs, Kwang Chen, Chief Information Officer, Alaina Coppola, Director, Community Relations and Government Affairs, and Ann Buckley, Assistant Secretary-Treasurer were in attendance.

The meeting commenced at 9:07 A.M.

Public Comment

There were no requests to speak during the Public Comment Period.

Ratification and approval of the minutes of the September 22, 2022 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the September 22, 2022 Board Meeting.

Members Evangelidis, Jacobs, Nucci, O'Brien, Sen, and Tesler voted Yes.

Chairman's Comments

Report of the CEO

Ms. Wieland presented information on the creation of the Pathways Program helping to build a diverse workforce pipeline, on Massport celebrating infrastructure improvements at Conley Terminal and thanking federal, state and local partners for their support, on Massport breaking ground on Piers Park II creating another open space that will enrich the livability and vibrancy of the East Boston community, on Massport and Governor Baker honoring Lt. Col. Enoch O'Dell "Woody" Woodhouse and the Tuskegee Airmen at the unveiling of two new murals at Logan Airport, and on Massport expecting to see a typical seasonal bump for October followed by a dip in November, as business travel slowly returns.

Director of Aviation Presentation

Mr. Freni presented information on Logan Airport passenger activity levels for September 2022, on Back Bay Logan Express service successfully restarting on October 3, 2022, on Massport celebrating Worcester's One Millionth Passenger Milestone on November 1, 2022, and on Hanscom jet activity remaining strong and continuing to exceed pre-pandemic levels.

Director of Maritime Presentation

Mr. Morris presented information on Conley Terminal handling more than 8,100 containers in September 2022, and on nearly 200,000 passengers passing through Flynn Cruiseport Boston this cruise season.

Strategic Plan

Mr. Gallagher presented information on the consolidation of Ride Apps to the Central Garage in 2019 responding to multiple challenges but not providing the best customer service for Terminal B passengers, on the moving of the Ride App pickup/dropoff to the departures level of the Terminal B Garage significantly improving the Terminal B customer experience, on the consolidation of Ride Apps to the Central Garage aiming to reduce deadhead trips by over one million per year, and on Massport having a comprehensive communications plan to make Terminal B passengers and Ride App drivers aware of the changes.

Safety and Security Committee

Hanscom Field Emergency Response Exercise

Mr. Shaw and Ms. Williams presented information on Hanscom Field undertaking a multi-agency emergency response exercise.

Training Update

Mr. Shaw presented information on the National Intelligence Manager-Maritime visiting Massport, and on coordinating a preparedness training continuing as a focal point across the local community.

Human Resources, Diversity, and Compensation Committee

Director of Aviation Term

Upon a motion duly made and seconded, it was

VOTED:

To extend the Employment Agreement entered into by the Authority and Mr. Edward C. Freni, as the Authority's Director of Aviation, consistent with the terms contained therein, from December 31, 2023 through December 31, 2025.

The Chief Executive Officer, Secretary-Treasurer, or Assistant Secretary-Treasurer each acting singly, are hereby authorized to execute such amendment to the Employment Agreement on behalf of the Authority consistent with the provisions of this Vote.

Members Evangelidis, Jacobs, Nucci, O'Brien, Sen, and Tesler voted Yes.

Chief Security Officer Term

Upon a motion duly made and seconded, it was

VOTED:

To extend the Employment Agreement entered into by the Authority and Mr. Harold Shaw, as the Authority's Chief Security Officer, consistent with the terms contained therein, from December 31, 2023 through January 31, 2029.

The Chief Executive Officer, Secretary-Treasurer, or Assistant Secretary-Treasurer each acting singly, are hereby authorized to execute such amendment to the Employment Agreement on behalf of the Authority consistent with the provisions of this Vote.

Members Evangelidis, Jacobs, Nucci, O'Brien, Sen, and Tesler voted Yes.

Real Estate and Strategic Initiatives Committee

Massport Marine Terminal Parcel 5A

Mr. Hargens presented information on extension of the Outside Closing Date for Aquanor Marketing providing time to finalize project financing for Parcel 5A development.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority currently leases from the Economic Development Industrial Corporation of Boston ("EDIC") a parcel of land in the Boston Marine Industrial Park located on Fid Kennedy Avenue, South Boston, Massachusetts, commonly known as the Massport Marine Terminal ("MMT"), pursuant to Lease dated November 27, 1979 (as amended, the "EDIC Lease"); and

WHEREAS, at its November 15, 2018 meeting, the Members of the Authority (the “Board”) authorized the negotiation, execution and delivery on behalf of the Authority of (i) a development agreement with Pilot Development Partners, Inc. (“Pilot”); and (ii) one or more long-term ground subleases with Pilot or its nominee for the phased development of MMT Parcel 5, both substantially in accordance with the term sheet (“Term Sheet”) presented to the Board at that time; and

WHEREAS, on April 30, 2019, Pilot and the Authority entered into a development agreement for Parcel 5 (as amended, the “Development Agreement”); and

WHEREAS, at its October 21, 2021 meeting, the Board authorized the negotiation, execution and delivery on behalf of the Authority of an Amendment to the Development Agreement which allowed for (i) the relocation of Pilot’s prospective subtenant, Aquanor Marketing, Inc. (“Aquanor”), to relocate its proposed seafood distribution facility from MMT Parcel 6B-2 to MMT Parcel 5A; and (ii) to extend the Outside Closing Date for MMT Parcel 5A by six (6) months from October 31, 2022 to April 30, 2023; and

WHEREAS, over the past year, Pilot and Aquanor have worked diligently to advance the Project, but have requested a further extension of the Outside Closing Date in order to obtain all Project permits, finalize its financing and complete negotiations of legal documentation related to the Project, including the sublease; and

WHEREAS, in order to allow Pilot and Aquanor adequate time to obtain all Project permits, finalize its financing and complete negotiations of legal documentation related to the Project, staff recommends that the Board authorize an additional six-month extension of the Project’s Outside Closing Date from October 31, 2022 to April 30, 2023.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. To authorize (i) the Chief Development Officer and the Chief Legal Counsel, and their designees, to negotiate and (ii) the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an “Authorized Officer”) to execute and deliver, on behalf of the Authority an Amendment to the Development Agreement (the “Amendment”) with Pilot, which extends the Outside Closing Date for delivery of ground sublease(s) with Pilot or its nominee for MMT Parcel 5A by six (6) months from October 31, 2022 to April 30, 2023. The Amendment shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing the Amendment may determine are necessary or desirable.
2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate this Vote, provided all such documents, certificates, instruments or actions are substantially consistent with this Vote.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Massport Marine Terminal Parcel 6B

Mr. Hargens presented information on extension of the Outside Closing Date for the proposed O'Hara/Pangea development providing flexibility to respond to RFMP (Raymond L. Flynn Marine Park) completion schedule.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority leases a parcel of land from the Economic Development Industrial Corporation of Boston ("EDIC") in the Boston Marine Industrial Park located on Fid Kennedy Avenue in South Boston, Massachusetts, known as the Massport Marine Terminal ("MMT"); and

WHEREAS, at prior meetings, the Members of the Authority (the "Board") designated Pilot Development Partners, Inc. ("Pilot Development") as the developer of MMT Parcel 6, and authorized the negotiation, execution and delivery on behalf of the Authority of a development agreement and one or more long-term ground sublease(s) with Pilot Development or its nominee for MMT Parcel 6 or portions thereof; and

WHEREAS, on June 30, 2017, the Authority entered into a development agreement (the "Development Agreement") for MMT Parcel 6 with Pilot Development's nominee, Pilot Seafood Properties III LLC ("Pilot"); and

WHEREAS, Pilot in collaboration with Marcus Partners ("Marcus") have advanced plans for a seafood processing, packaging and distribution facility on MMT Parcel 6B (the "Project") for F.J. O'Hara & Sons, Inc. and Pangea Shellfish and Seafoods Company, Inc. ("O'Hara/Pangea"), who plan to relocate from their current facilities at 310 Northern Avenue, which is to be redeveloped by Marcus; and

WHEREAS, the 310 Northern Avenue project, and the resulting relocation of O'Hara/Pangea, is contingent on the completion of the Flynn Marine Park Master Plan Update permitting process, a milestone expected to be met in 2023; and

WHEREAS, to account for this timetable, which is outside of Pilot's and Marcus's control and necessary to facilitate the O'Hara/Pangea relocation and development of the Project, Pilot has requested an extension of the Outside Closing Date set forth in the Development Agreement; and

WHEREAS, staff recommends that the Authority amend the Development Agreement with Pilot to extend the Outside Closing Date for the execution of the ground sublease(s) of MMT Parcel 6B by twelve (12) months from December 31, 2022 to December 31, 2023; and to memorialize associated business terms.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. To authorize (i) the Chief Development Officer and the Chief Legal Counsel, and their designees, each acting singly, to negotiate and (ii) the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an "Authorized Officer") to

execute and deliver, on behalf of the Authority an amendment to the Development Agreement with Pilot to (i) extend the Outside Closing Date for the execution of the ground sublease(s) of the MMT Parcel 6B by an additional twelve (12) months from December 31, 2022 to December 31, 2023; and (ii) memorialize changes to the business terms to reflect a monthly payment by Marcus in consideration of the aforesaid extension, of an amount equal to 1/12 of the Year 1 Base Rent for the Project commencing on January 1, 2023 and continuing until the earlier to occur of (a) ground sublease execution or (b) December 31, 2023. The amendment shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing the amendment may determine are necessary or desirable.

2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other agreements, documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate this Vote as the Authorized Officer executing such agreements, documents, certificates or instruments or taking such actions, may determine are necessary or desirable, provided all such agreements, documents, instruments or actions are substantially consistent with this Vote.

Members Evangelidis, Jacobs, Nucci, O'Brien, Sen, and Tesler voted Yes.

Facilities and Construction Committee

Audit and Finance Committee

MarketPlace Logan, LLL Terminal E Lease Amendment

Mr. Gallagher presented information on Massport offering new Terminal E concession premises (approximately 40,000 sf) to MarketPlace to lease and develop, as per Lease, on the Terminal E Modernization Project – Food Court Seating Area, and on staff recommendation.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, following a Board vote on April 13, 2017, the Authority entered into a Food & Beverage, News, Duty Free, and Specialty Retail Concessions Lease (the "Lease") with MarketPlace Logan, LLC ("MarketPlace") to develop, lease, market, and manage a Food & Beverage, News, Duty Free, and Specialty Retail Concession Program at Boston-Logan International Airport (the "Airport"); and

WHEREAS, MarketPlace pays the Authority a Retail Premises Rent equal to the greater of (i) a minimum annual guarantee ("MAG") based on passenger enplanements or (ii) total gross revenues ("Gross Revenues") less a fee retained by MarketPlace of 10.75% of Gross Revenues (the "Fee"); and

WHEREAS, pursuant to the terms of the Lease, if additional concession space at the Airport becomes available, the Authority shall notify MarketPlace of the terms on which it is willing to lease such additional concession space ("Right of First Refusal"); and

WHEREAS, pursuant to such Right of First Refusal, the Authority offered MarketPlace the opportunity to lease the new Terminal E expansion project concession space (the “New Concession Space”) and stated the terms on which it was willing to lease the New Concession Space. The New Concession Space contains approximately 40,000 square feet of new concession premises, including restaurants, quick serve units, specialty retail, duty free, a common food court seating area, and support space; and

WHEREAS, thereafter, MarketPlace and the Authority had forty-five days to negotiate an amendment to the Lease incorporating the New Concession Space; and

WHEREAS, following such negotiations, the Authority and MarketPlace have agreed to amend the Lease to (i) include the New Concession Space; (ii) document MarketPlace’s investment in such space of approximately \$3 Million plus its cost of capital; (iii) adjust the Fee in recognition of MarketPlace’s investment in the New Concession Space; and (iv) to waive MarketPlace’s per enplanement MAG for international enplanements in Terminal E for the earlier of three (3) years or upon enplanements reaching 2019 levels.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

To authorize the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, and Assistant Secretary-Treasurer (each, an “Authorized Officer”), each acting singly, to execute and deliver, on behalf of the Authority, an amendment to the Lease recognizing MarketPlace’s exercise of its Right of First Refusal and the following terms agreed upon in light of its exercise of such Right of First Refusal: (i) the addition to the Lease of the New Concession Space; (ii) MarketPlace’s investment in the New Concession Space; (iii) an adjustment in the Fee of an amount not to exceed \$3 million plus cost of capital; and (iv) the waiver of the per enplanement MAG for international enplanements in Terminal E for the earlier of three (3) years or upon enplanements reaching 2019 levels. The amendment to the Lease shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such amendment deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Peabody Logan Express New Short Term Lease

Mr. Gallagher presented information on staff recommending a 6-month term extension (January 2 to June 30 2023) as negotiations continue on a final location within the mall footprint.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, in 2021, staff from the Authority's Airport Business Office, Ground Transportation Unit and Real Estate & Asset Management Department investigated numerous sites within Peabody and surrounding North Shore communities in an effort to locate a viable substitute site from which to operate the Peabody Logan Express (“LEX”) service; and

WHEREAS, the Mayflower REIT, LLC (“Simon”) owned Northshore Mall site was determined to be the location that best meets the Authority's Peabody LEX requirements; and

WHEREAS, the Authority is currently operating the Peabody LEX service at the Northshore Mall site under a nine (9) month lease with Simon that expires on December 31, 2022, and pursuant to that lease, Simon allowed the Authority to install a temporary customer friendly support office, public restroom facilities, Wi-Fi, and revenue control equipment on the site; and

WHEREAS, the Authority wishes to enter into a new six (6) month lease agreement (the “Lease”) with Simon, with a term commencing on January 1, 2023 and ending on June 30, 2023, and during the term of this new Lease the Authority intends to negotiate a longer-term agreement at this location with Simon.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Director of Aviation or his designee and the Chief Legal Counsel or her designee are hereby authorized to negotiate, and the Chief Executive Officer and Executive Director, the Director of Administration & Finance and Secretary-Treasurer or the Assistant Secretary-Treasurer, each acting singly (each an “Authorized Officer”), are hereby authorized to execute and deliver on behalf of the Authority, a Lease with Simon, consistent with the terms and conditions set forth below:

(a) The Lease shall be for a term of six (6) months, commencing on January 1, 2023 and expiring on June 30, 2023, and the Authority shall pay monthly rent of \$31,569.00 for the use of 302 designated parking spaces at the Northshore Mall site.

(b) Simon will provide interior mall media/advertising digital panels, banners, food court table tents, and include the Authority’s LEX messaging on the Mall’s social media platforms.

The terms of the Lease shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such Lease in accordance with this Vote deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Runway Realty Ventures (RRV) Land Swap and Access Agreements

Mr. Gallagher and Ms. Williams presented information on an overview of Hanscom Field and strategic objectives, on the former Navy Parcel at Hanscom Field, on background of the agreements, on the Land Swap area, on the Land Swap process, on the Access Agreement (Through-the-fence), and staff recommendation.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, Runway Realty Ventures LLC (“RRV”) purchased a 16.075 acre parcel of land (the “Navy Parcel”) in Bedford, MA abutting the south side of Hartwell Road and adjacent to the north side of L.G. Hanscom Field (“Hanscom Field”); and

WHEREAS, the Navy Parcel is improved with a hangar (the “Navy Hangar”); and

WHEREAS, a portion of the west side of the Navy Hangar is located on land owned by the Massachusetts Port Authority (“Massport” or the “Authority”) and RRV approached Massport with a request to exchange that piece of Massport land along with another parcel of Massport land located east of the Navy Hangar for land owned by RRV on the southern border of the Navy Parcel abutting Taxiway Romeo at Hanscom Field (“Land Swap”); and

WHEREAS, Massport is interested in entering into the Land Swap with RRV in order to create a buffer along Taxiway Romeo; and

WHEREAS, in accordance with FAA requirements for a land exchange involving airport property, all parcels were surveyed and independently appraised to confirm the values of parcels. The FAA-approved appraisal valued the Massport parcels being conveyed to RRV to be \$2,380,000.00 and the RRV parcel being conveyed to Massport to be \$1,450,000.00; and

WHEREAS, considering that the appraised value of the Massport parcels exceeds the value of the RRV parcel by \$930,000.00, RRV has agreed to pay for a portion of a vehicle service road (the “VSR”) at Hanscom Field which Massport desires to have constructed. Massport shall bid the design and construction of the VSR and RRV shall assume the construction contract from Massport. Massport will reimburse RRV for all construction costs in excess of \$930,000.00; and

WHEREAS, Section 4 of the Chapter 465 of the Acts of 1956, as amended to date (the “Enabling Act”) provides that the Authority may sell any land or interest therein taken or purchased for the purposes of the Enabling Act when such land or interest therein, in the opinion of the Authority, ceases to be needed for the purposes for which the land was taken or purchased. Section 4 further provides that no airport property acquired from the Commonwealth shall be sold without the prior approval of the Governor of the Commonwealth; and

WHEREAS, the Authority has determined that the parcels that it is intending to convey are no longer needed for the purposes for which the land was taken or purchased; and

WHEREAS, the Trust Agreement, dated as of August 1, 1978 (as supplemented and amended, the “1978 Trust Agreement”), by and between the Authority and U.S. Bank

National Association (as successor to State Street Bank and Trust Company), as trustee (the “Trustee”) requires that the Authority make certain certifications in connection with the exchange of property; and

WHEREAS, the FAA is required to agree to the release of the Massport parcels and must accept the resulting revision of the ALP; and

WHEREAS, RRV intends to develop the Navy Parcel with hangars and/or other aviation compatible uses and facilities including private corporate hangars, taxiway and ramp and associated facilities. However, the Navy Parcel does not have access to Hanscom Field’s runway and taxiway system and; therefore, RRV is interested in entering into a Through-the-Fence (“TTF”) Agreement with Massport which would permit RRV and aircraft owned or leased by its tenants, to taxi their aircraft from the Navy Parcel “through-the-fence” to Hanscom Field. The TTF is subject to FAA approval and the FAA requires that RRV be treated like similarly situated tenants on Hanscom Field in order to prevent an economic competitive advantage in favor of RRV; and

WHEREAS, staff has engaged RRV in discussions regarding the terms of the Land Swap and the TTF and staff and RRV have agreed to the terms for the Land Swap and the TTF set forth in the Term Sheet attached hereto as Exhibit A; and

WHEREAS, staff recommends that the Authority enter into a Land Swap Agreement with RRV and convey the Massport parcels to RRV and accept the conveyance of the RRV parcel on the terms and conditions set forth in the Term Sheet provided that (i) the Authority obtains the prior written consent from the Governor of the conveyance of the Massport parcels; (ii) the certifications under the Trust Agreement are made; and (iii) the Authority obtains the required FAA approvals; and

WHEREAS, staff recommends that the Authority enter into a TTF Agreement with RRV on the terms and conditions set forth in the Term Sheet provided that the Authority obtains the required FAA approvals.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. The Director of Aviation and the Chief Legal Counsel or their designees are hereby authorized to negotiate, and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an “Authorized Officer”) are hereby authorized to execute and deliver on behalf of the Authority, a Land Swap Agreement with RRV or its nominee, which shall be substantially consistent with this Vote and the Term Sheet attached hereto as Exhibit A, and such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such Land Swap Agreement may determine are necessary or desirable.
2. Each Authorized Officer is further authorized to take such actions and execute and deliver on behalf of the Authority all documents necessary to consummate the land exchange contemplated by the Land Swap Agreement, subject to (i) obtaining the prior written consent of the Governor of the conveyance of the Massport parcels; (ii) making the certifications required under the Trust Agreement; (iii) obtaining the required FAA approvals; and (iv) compliance with MEPA regulations.

3. Subject to obtaining FAA approval, each Authorized Officer is further authorized to execute and deliver the TTF Agreement with RRV or its nominee which shall be substantially consistent with this Vote and the Term Sheet attached hereto as Exhibit A, and such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such TTF Agreement may determine are necessary or desirable.

4. Each Authorized Officer is further authorized to execute any and all other related documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate the Land Swap Agreement and the TTF Agreement, including, without limitation, licenses, consents and one or more easement agreements, provided that such documents, certificates, instruments or actions are substantially consistent with this Vote. Such documents, certificates or instruments shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such documents, certificates or instruments may determine are necessary or desirable.

EXHIBIT A
RUNWAY REALTY VENTURES LLC HANSCOM AGREEMENTS TERM
SHEET

Massachusetts Port Authority
October 20, 2022
Land Swap and Through-the-Fence Agreement Term Sheet

Runway Realty Ventures LLC
L.G. Hanscom Field
Bedford, Massachusetts

Land Swap (prerequisites, conditions and approvals, and principal business terms):

Design of Taxilane and Taxiway

Design (necessary to establish boundaries of parcels included in Land Swap). RRV shall undertake each of the following tasks:

- Construct or reconfigure an FAA approved taxilane providing RRV and its Tenants, as defined herein, access to and from the Navy Parcel to Hanscom Field via Taxiway Romeo;
- Define existing and future design group aircraft to determine conceptual design;
- Confirm Land Swap reflects findings of the geometry study underway by Massport;
- Review reconfigured Taxiway Romeo group IV object-free area (“*TOFA*”) (Taxiway Romeo currently supports up to design Group III aircraft with weight limits of up to 100,000 pounds);
- Work with Massport to obtain approval of design from FAA (Final Concept Plan, FAA Form 7460, ALP); and
- Establish force account(s) to finance Massport approval process and for reimbursement of expenses as further outlined below in the section captioned “Funding”.
- All design shall be subject to Massport’s Design Guidelines and its Tenant Alteration Application (the “*TAA*”) process.

Funding

- All costs for the Proposed Project, including but not limited to fees of Massport’s outside counsel, and fees for the design, permitting and construction of the taxilane from the Navy Parcel to Hanscom Field, and upgrades and improvements to the Hanscom Field taxiway infrastructure to support design Group III aircraft above 100,000 pounds and/or design Group IV aircraft, as requested by RRV, and the design and construction of the perimeter fence, including access gates, post-closing, shall be borne by RRV.

Swapped Parcels

Boundaries

- After completion of the design phase and approval by Massport and the FAA, determine the boundaries of the parcel(s) to be conveyed from RRV to the Authority and from the Authority to RRV. This item has been completed.

- Complete surveys of all involved parcels and obtain legal descriptions. This item has been completed.
- Coordinate and submit all survey information with Massport's Survey Unit. This item has been completed.

Valuations

- The FAA approved appraisal was performed by Boston Appraisal & Consulting. Boston Appraisal & Consulting appraised the Massport parcels being conveyed to RRV to be \$2,380,000.00 and the RRV parcel being conveyed to Massport to be \$1,450,000.00; and
- Considering that the appraised value of the Massport parcels exceeds that of the RRV parcel by approximately \$930,000.00, RRV shall assume the construction contract from Massport for construction of a vehicle service road running around a portion of the periphery of Hanscom Field (the "*VSR Project*"). Massport will issue requests for bids for the VSR Project, and the design of the VSR Project shall be subject to the review of RRV to confirm that the same does not adversely affect RRV's development project at Hanscom Field. Massport will enter into a contract with the selected bidder for construction of the VSR Project, and RRV will assume the contract and pay the amounts due under the construction contract for the VSR Project up to \$930,000.00. Massport will reimburse RRV for all construction costs in excess of \$930,000.00 on a timely basis.

Approvals

- Approval by the Members of the Authority (the "Authority's Board");
- Approval of Land Swap by the FAA;
- Approval of revised ALP by FAA; and
- Approval of the Land Swap by the Governor of the Commonwealth (required under Massport Enabling Act as original airport property).

Agreements

- Land Release from FAA – Parcels to be conveyed to RRV;
- Land Swap Agreement;
- Deeds and other closing documents; and
- Avigation Easement from RRV.

Post-Closing Requirements

- RRV shall design, subject to Massport's Design Guidelines and its TAA process, and construct a perimeter security fence in accordance with FAA and Massport rules and regulations.

Through-the-Fence Agreement prerequisites, conditions and approvals, and certain principal business terms (**Void if Land Swap Not Completed**):

Design of Taxilane/Modifications to Taxiway(s) (if needed)

Design (prerequisites to establishing boundaries of access by RRV and its Tenants to Hanscom Field (the "*License Area*"))

- See items listed above under Land Swap;
- Survey and legal description; and

- See funding category above under Land Swap.

Terms and Conditions

Terms and Conditions

- Proposed use of the Navy Hangar and Navy Parcel;
 - General Aviation Hangar Use
 - Museum (Navy Hangar)
 - Hangar operations including: the provision of aviation products and services, aircraft maintenance and ground handling services, associated office and business support space, and passenger, employee and crew services. Additional operations may be approved by Massport in advance in its reasonable discretion.
 - Ancillary parking associated with aeronautical use also permitted
 - Leasing of space for an Aeronautical Use, as that term is defined herein, to an entity or individual, which may be coupled with the right to use office and shop space, provided such lease term is not less than six months (singularly “*Tenant*” and collectively “*Tenants*”)
 - Self-fueling (fuel sales only to RRV’s owned aircraft and aircraft owned or leased by its Tenants)
 - All other uses not expressly stated are prohibited;
- Duration of initial term– 20 years;
- Option terms – four (4) five (5) year options (each an “*Option Term*”), subject to FAA approval;
- Access Fee – Rate is \$3.25 per square foot per year (“*psfpy*”) and applies to square footage of the Navy Hangar and all area developed on the Navy Parcel in connection with aeronautical use, including, but not limited to apron, ramp, auto parking, etc. (“*Aeronautical Use*”);
- Access Fee commences upon the earlier of (i) the date RRV commences business operations on the Navy Parcel and (ii) eighteen (18) calendar months after execution of the TTF Agreement;
- Annual Access Fee adjustments – the greater of 100% of CPI or 3%;
- Facility Fee – the prevailing market rent rate for similar facilities located at Hanscom Field beginning upon the commencement date of the 3rd option term, if exercised;
- Annual Facility Fee adjustments - the greater of 100% of CPI or 3%;
- Commissions paid to the Authority by RRV:
 - 2.5% of its Gross Revenues received or receivable by RRV, its parent corporation, subsidiary or affiliate, in connection with or at the Navy Parcel, including, but not limited to, fees for aircraft maintenance and repair, aircraft rentals, sales of aircraft parts and supplies, aircraft cleaning services, and catering; and
 - 7.5% of its Gross Revenues received or receivable from aircraft storage arrangements for hangar space at the Navy Parcel; and
 - 10% of Gross Revenues received or receivable from tenant fees; and
 - The fuel flowage fee, at the then current rate as determined by the Authority’s Board, for each gallon of jet aviation fuel, avgas and automotive fuel delivered to the Navy Parcel for self-fueling (aircraft owned by RRV and aircraft owned or leased by its Tenants); and

- Any other fees and charges relating to the Authority’s operation and maintenance of Hanscom Field, provided such fees and charges are assessed on a non-discriminatory basis in accordance with standard rates established by the Authority from time to time for all similarly situated tenants leasing hangar space at Hanscom Field. Such other fees and charges shall include, but not be limited to, State Police charges, and fees for security badges, parking stickers and ramp permits;
- Security Deposit – 3 months Access Fee; adjusted to reflect the increases in the Access Fee;
- Improvements and Maintenance – the design, build, repair and maintenance of the Navy Parcel and the License Area (including the taxilane) and any improvements thereto, including cleaning, landscaping (as applicable), removal of snow and ice, and compliance with all laws, the Authority’s Design Guidelines and TAA process shall be RRV’s obligation, as well as provision of any marking and signage at Hanscom Field required by RRV and approved by Massport; and
- Insurance – in amounts required of similarly situated tenants at Hanscom Field.

Restrictions/Limitations of and Compliance by RRV

- Environmental – prevent migration of hazardous material from the Navy Parcel onto Hanscom Field, or a release from the Navy Parcel in, on or under Hanscom Field (or any part thereof), including, without limitation, hazardous materials in the air, soil or groundwater;
- Non-transferable/Non-assignable;
- No interference with airport operations;
- Subordinate to FAA grant assurances; and
- Compliance with laws and regulations of the FAA, TSA and those of the Authority.

Improvements to Navy Hangar and Navy Parcel

- Compliance with the Authority’s Design Guidelines, Massport’s TAA process, the Airport Security Plan and applicable laws; and
- Secure construction area (landside status).

Approvals

- FAA; and
- Massport Board

Easement to North Airfield Ventures, LLC (“NAV”)

- RRV shall grant NAV, its successors and assigns and all future tenants of the North Airfield parcel located on Hanscom Field (collectively, the “North Airfield Tenants”) a perpetual access and egress easement across the Navy Parcel which will permit the North Airfield Tenants access to and from Hanscom Field.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Independent Audit – Massport FY2022 Audited Financial Statements

Mr. Prankevicius presented information the FY 2022 Financial Statements highlights, on FY 2022 Revenue increasing 25.1% above the prior year, on FY 2022 Expenses increasing only 1.4% above the prior year, on Operating Income turning positive at \$106M compared to a \$49M loss in FY 2021, on the GASB 87 new lease accounting requirements influencing the FY2022 Balance Sheet, on the Authority's cash liquidity position improving to 17.4%, on the meaning of Government Accounting Standards Board Statement No. 87 (GASB 87), and on conclusions.

Assent Agenda

Elevator, Escalator and Moving Walkway Maintenance Contract Two Year Options Approval

Upon a motion duly made and seconded, it was

VOTED:

To authorize the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer or Assistant Secretary-Treasurer, each acting singly (each, an "Authorized Officer"), to execute and deliver on behalf of the Authority an amendment to the Kone Inc. contract ("Contract") for Elevator, Escalator and Moving Walkway Maintenance Authority-wide to extend the term of the Contract for two (2) years through December 31, 2024 and amend the not to exceed amount set forth in the Contract. The not to exceed amount for the extended two-year term shall be \$9,821,479.03, for a new total not to exceed contract amount of \$28,260,944.03. The amendment shall contain such other terms and conditions as the Authorized Officer executing in accordance with this vote deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O'Brien, Sen, and Tesler voted Yes.

New Terminal Operating System Agreement at Conley Terminal

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, Conley Container Terminal ("Conley") has an existing terminal operating system provided by Tideworks Technology, Inc. ("Tideworks"), which supports the daily functionality of the marine and cruise terminals and the related operations, including container pick up and drop off, vessel loading and discharging, container storage within the yard, billing functionality, and business intelligence tools; and

WHEREAS, the Authority issued a Request for Proposals (the "RFP") to provide a replacement terminal operating system at Conley; and

WHEREAS, staff received proposals from four proposers and, after review, the selection committee determined Tideworks provided the best demonstration of its ability to meet the RFP criteria; and

WHEREAS, staff recommends that Tideworks be selected to continue to provide the terminal operating system at Conley.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

The Chief Executive Officer & Executive Director, Director of Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly, (each, an “Authorized Officer”) are hereby authorized to execute and deliver on behalf of the Authority a terminal operating system agreement (the “Agreement”) at Conley with Tideworks for a term of five (5) years, commencing on November 2, 2022, with a total not-to-exceed amount of \$5,757,022.92. The Agreement shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing in accordance with this vote deems necessary or desirable.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Motion to Enter Executive Session

Upon a motion duly made and seconded, it was

VOTED:

That the Authority enter executive session to consider the purchase, exchange, lease or value of real property, specifically regarding the North Airfield Ventures, LLC term sheet, since a discussion in open session may have a detrimental effect on the negotiating position of the Authority.

Furthermore, that the Authority enter executive session to discuss strategy, specifically with respect to a litigation update, since a discussion in open session may have a detrimental effect on the litigating position of the authority.

Members Evangelidis, Jacobs, Nucci, O’Brien, Sen, and Tesler voted Yes.

Mr. Evangelidis stated that the Authority will not reconvene after Executive Session.

The public session adjourned at 10:19 A.M.

Ann Buckley
Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides