

MASSACHUSETTS PORT AUTHORITY
MINUTES FOR THE REMOTE MEETING
HELD ON NOVEMBER 21, 2024 AT 8:00 A.M.

The meeting of the Members of the Massachusetts Port Authority was held on November 21, 2024. The following Members participated remotely pursuant to Chapter 2 of the Acts of 2023: Chair Patricia Jacobs presided, John Nucci, Sean O'Brien, Lewis Evangelidis, Pamela Everhart, Warren Fields and Monica Tibbits-Nutt. Richard Davey, Chief Executive Officer and Executive Director, Faye Boardman, Chief of Staff, Edward Freni, Director of Aviation, Catherine McDonald, Chief Legal Counsel, John Prankevicius, Director of Administration and Finance and Secretary-Treasurer, Hank Shaw, Chief Security Officer, Lauren Gleason, Port Director, Luciana Burdi, Director - Capital Programs & Environmental Affairs, Kwang Chen, Chief Information Officer, Alaina Coppola, Director - Community Relations and Government Affairs, Andrew Hargens, Chief Development Officer, Dan Gallagher, Director of Aviation Business and Finance, and Ann Buckley, Assistant Secretary-Treasurer were in attendance.

The meeting commenced at 8:01 A.M.

Public Comment

Roxana Rivera, assistant to the President of Local 32BJ SEIU, thanked the Board in advance for listening to the concerns of Local 32BJ SEIU members.

Hector Gallego, Semeralda Reyes and Lemghari El Mustapha, aviation service company employees and members of Local 32BJ SEIU, spoke about the high cost of rent and other living expenses, the lack of adequate hourly pay, insufficient comprehensive training policies, the need for expanded paid time off (PTO) and expressed their support for an increase in their pay rate by \$1 per hour.

Lara Sullivan, Anne Sobol, Staci Montori, Molly Haskell, Sue Swanson, and Alex Chatfield stated their strong opposition and concerns regarding environmental impacts from the North Airfield Hangar Development at Hanscom Field.

Aaron Toffler, Executive Director of the Massport Community Advisory Committee (CAC), spoke about the need for improved real-time data sharing concerning Massport's operations.

David Brooks and Mike Stanley of Jericho Mountain Wind Company/Transit X Division spoke about the benefits of a pod transportation system at Logan Airport in order to improve mobility.

Ratification and Approval of the Minutes of the October 10, 2024 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the October 10, 2024 Board Meeting.

Members Jacobs, Everhart, Nucci, O'Brien, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

Chair's Comments

Report of the CEO

Mr. Davey noted the meeting would start in public session and that there is no executive session.

Mr. Davey presented information on launching a 5-point customer service plan to continue momentum at Logan Airport, on opening a new passenger pickup area at Terminal B to enhance safety, reduce congestion and improve the passenger experience, on Logan Airport serving 16M passengers FYTD October, approximately 7% better than forecasted, on Massport being awarded a \$10M FAA Airport Terminal Program grant, on financial performance for September 2024, on continuing pipeline building for local diverse businesses, on the State Working Group on Sustainable Aviation Fuel (SAF) kicking off December 6, 2024, on Massport and the Boston Celtics hanging the Celtics' 18th NBA Championship banner in Terminal C's "Celebration of Champions" exhibit, on Massport thanking its veteran employees for Veterans Day and supporting the USO New England's Care Package Program, on Massport exceeding its DE&I goal for Charitable Contributions for Q1 FY25, and on Massport employees giving to the holiday food drive to support food pantries in our neighboring communities.

Director of Aviation Presentation

Mr. Freni presented information on Logan Airport serving a record number of passengers in October, on Iberia Airlines, the launch customer for the Airbus A321XLR aircraft, making its inaugural flight to Logan Airport last week, on Spirit Airlines filing for bankruptcy protection, on Worcester Regional Airport passenger volume being down in October as airlines adjust schedules for the soft shoulder season, and on Hanscom Field activity being down in October but jet operations being strong.

Director of Maritime Presentation

Ms. Gleason presented information on Conley Terminal handling 12 vessels and over 9,000 containers in October, on Conley Terminal's ocean carriers and shippers expressing concern over speculation that tariffs may be enacted in early 2025, on Flynn Cruiseport Boston ending the 2024 season at a record-breaking 480,700 passengers and 167 vessels, and on Massport celebrating Flynn Cruiseport Boston's record year with an event on November 22, 2024.

STRATEGIC PLAN

Real Estate and Asset Management Overview

Mr. Hargens presented information on Massport leveraging real estate assets to achieve its economic development mission, on Massport having more than 400 acres on Boston Harbor, including Designated Port Area land, on real estate activities supporting Massport's core mission centered around three priorities, on the Real Estate and Asset Management (REAM) department overseeing nearly 100 ground and space leases, on Massport's forward-looking and collaborative urban planning, infrastructure investment, and development projects shaping Boston's waterfront, on Massport's commercial and maritime properties driving economic activity, on the nearly 10M square feet of diverse uses across the Massport portfolio, on Massport's existing portfolio being strong due to diverse use mix, long-term leases, and tenant partners, on pipeline of in-progress and future projects being impacted by strategic considerations, on REAM projects generating a predictable revenue stream to support the maritime agenda, on top portfolio revenue generators representing diverse use categories, on the South Boston parking portfolio generating steady revenue and supporting commercial, residential, hospitality, and maritime uses, on commercial real estate revenue being used to finance Massport's share of the \$850M+ Conley Terminal Modernization project, on the majority of Massport real estate assets being located in the South Boston Waterfront, on the Commonwealth Flats being the core of Massport's commercial real estate development, on the Massport Marine Terminal (MMT) and 88 Black Falcon presenting evolving demand for maritime growth and innovation, on south of Summer Street being the next phase of real estate development/community building, on East Boston being a complementary mix of maritime industrial and waterfront public uses, on Charlestown requiring coordination with long-term tenants for future opportunities, on the portfolio being grounded by balanced use mix with flexibility to pivot, on active engagements and near-term priorities, on looking ahead for some topics for strategic consideration, and on the Blue Economy being a priority strategic plan consideration.

SAFETY AND SECURITY/COMMITTEE CHAIR O'BRIEN

Logan Airport Active Shooter Training Exercise Recap

Mr. Shaw presented information on Logan Airport's active shooter training exercise. The training focused on utilizing efforts to stop the attack and preventing any additional victims, on law enforcement and "zero responders" actively providing medical attention to the critically injured, on integrating law enforcement, fire, and EMS as Rescue Task Forces, and on next steps.

HUMAN RESOURCES, DIVERSITY, AND COMPENSATION/COMMITTEE CHAIR JACOBS

COMMUNITY OUTREACH/COMMITTEE CHAIR NUCCI

REAL ESTATE AND STRATEGIC INITIATIVES/COMMITTEE CHAIR FIELDS

Parcel D-4 Development Project

Mr. Hargens presented information on Parcel D-4 being the first all-affordable project in the South Boston Waterfront, on progress being made since designation, on the Term Sheet protecting Massport while supporting the project's ability to be financed, on development entering the design and permitting phases, and on the project requiring strong political support throughout the funding process.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, in accordance with the September 2023 board vote (the "September 2023 Vote"), the Authority designated Seaport Community Partners ("SCP"), a collaboration between The Community Builders and its M/WBE partners, The Menkiti Group, Sinclair Real Estate Group, and Ionic Development Company as the developer of Parcel D-4 (the "Project"); and

WHEREAS, the September 2023 Vote authorized staff to negotiate a development agreement and one or more ground leases with SCP for the Project in accordance with SCP's response to the Authority's Parcel D-4 Request for Proposals, provided that upon completion of such negotiations, staff would seek further authorization from the Board to execute and deliver a development agreement and one or more ground leases with SCP or its nominee, in accordance with a vote and development agreement/ground lease term sheet that would be presented to the Board at such time; and

WHEREAS, subject to Board approval, SCP and Authority staff have completed negotiations of the terms of the development agreement and a term sheet containing the material terms of the proposed ground lease which will be attached to the development agreement ("Project Term Sheet").

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. The Chief Development Officer and the Chief Legal Counsel, or their designees, are 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 each hereby authorized to execute and deliver on behalf of the Authority, the development agreement and one or more ground leases with SCP or its nominee(s), for the development of the Project, which shall be not be inconsistent with this Vote and the Project Term Sheet attached hereto as **Exhibit A**, and such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such development agreement and ground lease(s) may determine are necessary or desirable. The development agreement shall set forth the requirements for satisfying MEPA requirements.

2. Each Authorized Officer is further authorized to execute on behalf of the Authority any and all other related documents, certificates or instruments, and to take any other actions deemed necessary or desirable to effectuate the development of the Project, including, without limitation, a declaration of covenants, rights and reservations and one or more easement agreements, provided all such documents, certificates, instruments or actions are not inconsistent with the Project Term Sheet and 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.

Members Jacobs, Everhart, Nucci, O'Brien, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

EXHIBIT A
BOARD VOTE TERM SHEET
PARCEL D-4

LANDLORD

Massachusetts Port Authority (the “Authority”)

DEVELOPER/TENANT

Seaport Community Partners JV LLC, as Developer (the “Developer”) under the Development Agreement. The Tenant under the Ground Lease will be Developer or an Affiliate of Developer.

PREMISES

One parcel of land containing approximately 27,000 square feet, located on D Street, adjacent to the South Boston Waterfront Transportation Center in South Boston, Massachusetts.

PERMITTED USES

The Project is a mixed-income residential development containing approximately 200 income-restricted affordable rental units, which includes building programs supporting the Building’s tenants, first and second floor activation to enhance connectivity to D Street, and vehicular driveways for tenant drop off activity and for deliveries.

TENANT IMPROVEMENTS/PROJECT

Tenant Improvements and/or Project contemplated by this Term Sheet shall include a mixed-income residential building containing approximately 200 income-restricted affordable rental units, with programs and amenities for the Building’s tenants and street level retail approved by the Authority, containing approximately 223,700 gross square feet of building area, as approved by the Authority in accordance with the Authority’s Design Review Process (the “Tenant Improvements”). All residential space will be constructed so as to have a maximum interior noise level of 45 dBA (Ldn).

LEASE TERM

99 years

LEASE COMMENCEMENT DATE

The date on which the Ground Lease is executed, but in no event later than the Outside Closing Date.

OUTSIDE CLOSING DATE

December 31, 2029 (the “Outside Closing Date”); provided, however, the Developer may extend the Outside Closing Date in the event of a force majeure event. Notwithstanding the foregoing, in no event shall extensions of the deadline for the Outside Closing Date due to one or more Force Majeure Events exceed twenty-four (24) months in the aggregate.

DEVELOPMENT DEPOSIT

\$50,000 paid at execution of the Development Agreement. If, by the Outside Closing Date, the parties fail to agree on the terms of the Ground Lease, Developer will forfeit to the Authority

fifty percent (50%) (or \$25,000) of the Development Deposit, unless the failure by Developer to execute the Ground Lease is due to Developer's default, in which case Developer will forfeit the entire Development Deposit. Upon the execution of the Ground Lease, the Development Deposit will be returned to Developer or, at Developer's (or Tenant's) election, credited against any payments becoming due under the Ground Lease. If the Ground Lease is not executed by the Outside Closing Date due to the Authority's default, the Authority shall return the entire deposit (\$50,000) to the Developer.

DISTRICT SERVICE FEE

District Service Fee will commence upon issuance of the first certificate of occupancy for the Project. District Service Fee payments will begin at fifty percent (50%) of the per square foot rate then being paid by the Gables Seaport development located at 501 Congress Street, Boston. Each year following the Lease Commencement Date, this rate will escalate by the annual change in the CPI.

TRANSACTION RENT

Event	Transaction Rent
1 st Sale	2.00% of Net Sale Proceeds
Subsequent Sales	4.00% of Net Sale Proceeds
Refinancings	4.00% of Net Refinancing Proceeds

Tenant shall pay to Massport as Transaction Rent, upon a Sale of the property, an amount equal to two percent (2%) of the Sale Proceeds from the first Sale and four percent (4%) of the Sale Proceeds in all subsequent sales. Tenant shall pay to Massport as Transaction Rent, upon a refinancing of the property, an amount equal to four percent (4%) of the Net Refinancing Proceeds from each refinancing (except for the initial takeout of the construction loan). Any Transaction Rent shall be paid simultaneously with the occurrence of the applicable Sale or Refinancing.

Approved capital costs will be allowed to add to basis, retroactively in sale events and looking forward in refinance events. With the latter, true-up will be required. Capital expense may only be counted once (for example, if applied to a Net Refinancing Proceeds calculation, the same expense may not then be counted in a calculating Net Sale Proceeds in a subsequent sale).

Net Sale Proceeds

Gross sale price, less basis, less reasonable third-party transaction costs, not to exceed 3% of sale price.

Basis is equal to the documented total development cost in the case of the first sale, and the previous purchase price in the case of all subsequent sales. Basis also includes the documented cost of capital improvements made since the completion of the building (in the case of the first sale) or since the purchase date (in the case of all subsequent sales), including funding of reserve accounts for such improvements, and payment of any development fee or deferred development fee, provided that such capital costs, funding of reserve accounts, and payment of any development fee or deferred development fee have not been included in a previous sale or refinancing event.

Net Refinancing Proceeds

Total amount of refinancing (new loan amount), less previous loan amount (unamortized initial amount), less reasonable third-party transaction costs, not to exceed 3% of new loan amount, less the documented cost of capital improvements and funding of reserve accounts for such improvements that have not been previously included in a previous sale or refinancing event, less any development fee or deferred development fee that has not been previously included in a previous sale or refinancing event, and less any prepayment penalties.

DIVERSITY, EQUITY AND INCLUSION

Tenant shall formulate its development team, its design and construction contracts, its project programming, and building operations in a manner consistent with its RFP Response, as further described in the Development Agreement.

CONDITION OF PREMISES

The Authority shall deliver the Premises to Tenant in its “as is” condition and Tenant shall accept Premises in its “as is” condition, including, without limitation, legal title, encumbrances, existing structures, and any existing Hazardous Materials, subject only to the qualifications and agreements of the Parties set forth in the Development Agreement.

CONSTRUCTION OF TENANT IMPROVEMENTS

Tenant shall design and construct Tenant Improvements, at its sole cost and expense, in accordance with the Final Plans and Specifications to be prepared by Tenant’s Architect, subject to approval by the Authority in accordance with the Authority’s Design Review Process. If work is required to be performed in an adjacent street or Ramp DB, Tenant to complete repaving of such streets adjacent to the Premises and Ramp DB upon construction completion, in accordance with plans to be approved by the Authority.

SUSTAINABILITY/ENVIRONMENTAL CERTIFICATION

Tenant shall design and construct the Improvements to qualify for and obtain a minimum LEED Gold Certification for New Construction as administered by the U.S. Green Building Council, as those standards may be amended from time to time and shall obtain and maintain said minimum LEED Gold Certification.

Tenant will evaluate pursuing Fitwell, WELL, Net Zero, and Passive House certifiability. The Project will be designed and constructed so as to comply with the Authority’s Floodproofing Guidelines.

CONSTRUCTION PAYMENT/PERFORMANCE BOND, BLANKET LIEN BOND, AND COMPLETION GUARANTY

Tenant’s Contractor shall provide to the Authority, in form and substance satisfactory to the Authority either: (a) a payment and performance bond, and a blanket lien bond, issued by a surety company licensed to conduct business in Massachusetts, naming Tenant and the Authority as obligees, as their respective interests may appear, in the amount of the entire cost of construction of Tenant’s Improvements in accordance with the Final Plans and Specifications; or (b) a subguard insurance policy approved by the Authority. Tenant shall also provide to the Authority a Completion Guaranty from creditworthy Guarantor(s) and other security or credit

reasonably acceptable to the Authority to ensure the timely completion of Tenant's Improvements.

PERMITTING

Tenant shall obtain, at its sole cost and expense, all Approvals (development, environmental, and building permits) required by Legal Requirements to build and operate the Project.

THIRD-PARTY LEGAL EXPENSES

Developer agrees to reimburse the Authority for fifty percent (50%) of its third-party legal expenses incurred from the date of Developer's designation by the Authority (i.e. September 21, 2023) through the earlier of (i) the execution of the Ground Lease, and (ii) the expiration or earlier termination of the Development Agreement.

Tenant shall reimburse the Authority for one hundred percent (100%) of its third-party legal expenses incurred by the Authority during the term of the Ground Lease for matters related to the Project, the Ground Lease or Tenant, including without limitation, review of assignment and refinancing transactions, estoppel and recognition agreements, Ground Lease interpretation questions and expenses incurred to enforce its rights under the Ground Lease or otherwise address default issues. Third-Party Legal Expenses may also include legal services, without limitation, as they pertain to participating in development consulting, financial consulting, appraisal services, survey services, design review, and engineering services incurred by the Authority.

REIMBURSEMENT OF DEVELOPER'S THIRD PARTY COSTS

In the event the Authority defaults under the terms of the Development Agreement, the Authority shall reimburse the Developer its documented third-party costs incurred in connection with the Project between September 21, 2023 and the date of termination of the Development Agreement due to the Authority's default.

SUBORDINATION

The fee interest in the land on which the Premises are situated shall not be subordinate to any financing or other interest in the Premises. The payment of the District Service Fee shall not be subordinate to any financing secured by the Premises.

FACILITIES AND CONSTRUCTION/COMMITTEE CHAIR EVANGELIDIS

MPA L1581, L1811, L1821 and L1822 – Terminal E Program, Logan International Airport, East Boston, MA, Revised Partial Project Budget

Ms. Burdi presented information on the Terminal E Program consisting of several projects designed to improve operational functions and enhance the passenger experience, on Logan Airport's international passenger volume more than doubling since 2010 and forecasted to grow faster than domestic passengers, on the current Terminal E Program focusing on improvements to the original Terminal E building, on the Terminal E Program projecting to advance core passenger and baggage processing functions and improve the passenger experience, on the West Vertical Circulation improving passenger flow and providing access to the future parking garage, on the CBP Corridor being improved by installing moving walkways and themed supergraphics on the walls, on the CBP Primary Inspection Hall being reconfigured with additional queue space, more restrooms and additional inspection booths to increase capacity, on new passenger vertical circulation from Level 2 of the Primary Inspection Arrival Hall down to the Level 1 Baggage Claim Hall increasing capacity, on the new West Outbound Bag Room correcting bag make up deficiencies and creating space for new Claims 9 and 10, and on the Baggage Handling System (BHS) enhancements replacing the end-of-life BHS and improving operational efficiencies.

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 take actions necessary or desirable and to execute agreements necessary or desirable in order to continue and complete the Authority's Capital Project known as the Terminal E Program (MPA L1581, L1811, L1821, and L1822) subject to the following conditions: funds expended for the L1581, L1811, L1821 and L1822 Terminal E Program Capital Project shall not exceed \$255,000,000 (the "Revised Partial Project Budget"); the Director of Capital Programs and Environmental Affairs shall report back to the Board if, at any time during the life of the Project, it appears likely that the Project will exceed the Revised Partial Project Budget; and the Director of Capital Programs and Environmental Affairs also shall report any material changes to the scope of the work for this Capital Project as described in the materials presented at the Board Meeting on November 21, 2024. The Chief Executive Officer and Executive Director or his designee shall obtain all necessary permits and approvals and shall conduct all required environmental reviews prior to the execution of any agreement or to the commencement of any action all as may be required by law. Any agreement arising out of this vote shall contain such other terms and conditions, not inconsistent with this vote, as the Authorized Officer executing such agreement deems necessary or desirable.

Members Jacobs, Everhart, Nucci, O'Brien, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

At 10:30 A.M., Member O'Brien left the meeting.

North Service Area Optimization Project Update, Logan Airport (Information)

Mr. Leo presented information on the North Service Area (NSA) requiring new updated facilities and a better layout to reduce inefficiencies and environmental impacts, on the NSA housing critical airport functions that ensure safe and efficient airport operations consistent with FAA safety standards and aircraft parking, and on existing facility buildings being in need of replacement and consolidation. Mr. Gallagher presented information on flight kitchen trucks traveling on public roads adding to North Gate congestion, on current general aviation aircraft parking being in need of consolidation, on the NSA's existing conditions, on the NSA post 2030, on the NSA optimization project including net zero elements, reduced emissions, enhanced resiliency and improved Greenway conditions, and on public engagement and next steps.

AUDIT AND FINANCE/COMMITTEE CHAIR JACOBS

Logan Airport Terminal B Baggage Handling System Purchase and New Baggage Handling Facility Rates

Mr. Gallagher presented information on background of the Baggage Handling System.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority and Southwest entered into a certain lease agreement dated August 29, 2019 (as amended, the "Lease"), for the use and occupancy of certain premises (the "Premises") located in Terminal B at Logan International Airport after relocating from Terminal A at the Airport; and

WHEREAS, pursuant to the Lease, Southwest operated and maintained the baggage handling system ("BHS") on behalf of all the tenants utilizing the gates served by the BHS; and

WHEREAS, as part of Southwest's relocation, Southwest undertook certain initial capital improvements, including a renovation of the outbound baggage system and the replacement of the inbound baggage system at Terminal B, Pier A; and

WHEREAS, pursuant to the Lease, Southwest's initial capital improvement costs are amortized for ten (10) years on a straight-line basis and Southwest shall be reimbursed for the remaining unamortized costs in the event the Authority terminates the Lease prior to the expiration of the amortization period; and

WHEREAS, the Authority and Southwest agreed to terminate the portion of the Premises that includes the BHS and transfer operation, maintenance, and repair responsibilities of the BHS from Southwest to the Authority, effective as of August 1, 2024; and

WHEREAS, the Authority shall reimburse Southwest for the unamortized costs of the initial capital improvements to the BHS as of July 31, 2024; and

WHEREAS, the Authority shall establish two (2) new rates to recover the Authority's capital and operating costs from the airline tenants utilizing the BHS.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

1. To authorize the Chief Executive Officer and Executive Director, the Director of Administration & Finance and Secretary-Treasurer, or the Assistant Secretary-Treasurer, or their designees, to issue on behalf of the Authority a payment to Southwest of the unamortized costs of the capital investments Southwest made to the BHS in an amount equal to Six Million Three Hundred Ten Thousand Eight Hundred Ninety-Eight and 11/00 Dollars (\$6,310,898.11).
2. To establish on behalf of the Authority the following Terminal B Pier A BHS Fee relative to the shared baggage handling system in Terminal B Pier A at Boston-Logan International Airport. The rates shall be effective from August 1, 2024, through June 30, 2025, or until new rates are established.

Terminal B Pier A BHS Facility Rate	\$44.55 per square foot per year (divided evenly amongst respective tenants)
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Terminal B Pier A BHS Checked Baggage Rate	\$7.35 per checked bag billable to each airline checking bags through the Terminal B Pier A shared baggage handling system
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Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

Logan Airport Baggage Cart Concession Agreement

Mr. Gallagher presented information on Logan Airport baggage cart concession and baggage cart agreement financials.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority issued a Request for Proposals (“RFP”) for baggage cart concession services at Boston-Logan International Airport (the “Airport”); and

WHEREAS, the Authority’s staff has evaluated the one (1) proposal submitted in response to the RFP within the framework of the Authority’s goals, and has determined that it is desirable to enter into a Baggage Cart Concession Agreement (the “Concession Agreement”) with Smarte Carte, Inc. (“Smarte Carte”).

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

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 negotiate, execute, and deliver, on behalf of the Authority, the Concession Agreement, together with any other related documents necessary to effectuate the Concession Agreement, for the provision of baggage cart concession services at the Airport with Smarte Carte, on the following terms and conditions:

1. Term: A term of five (5) years, commencing on or about February 1, 2025.
2. Annual Concession Fee: Smarte Carte shall pay the Authority an annual concession fee in an amount equal to the greater of (i) \$400,000 per year, and (ii) 15% of annual gross sales revenues.
3. Minimum Capital Investment: Smarte Carte shall make a minimum capital investment of \$1,297,368, which includes \$365,099 for baggage carts, \$600,010 for cart management units, \$104,134 for motorized service equipment, \$143,750 for IT support/installation, and miscellaneous improvements for \$84,375.
4. Per Cart Rate: Smarte Carte will set the per cart rate at \$7.00 per cart transaction in years 1 and 2 and \$8.00 per cart transaction in years 3 through 5.

The Concession Agreement may contain such other terms and conditions, not inconsistent with this Vote, as the Authorized Officer executing said Concession Agreement deems necessary or desirable.

Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

MarketPlace Logan, LLC Lease Amendment

Mr. Gallagher presented information on MarketPlace's Terminal A Satellite Food Court redevelopment, on the Terminal A Satellite Food Court Project, on additional Terminal A Satellite Food Court seating, on the Terminal E Main Food Court redevelopment, on the Terminal E Main Food Court Remodel Project, and on proposed financial deal and lease amendment.

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; and

WHEREAS, the term of the Lease (the "Term") is set to expire on October 31, 2032; and

WHEREAS, passenger traffic at both Terminal A Satellite and Terminal E has grown, requiring staff to evaluate both terminal food court operations; and

WHEREAS, MarketPlace has developed a plan to convert former concession space in Terminal A into a new food court area (the "New Terminal A Food Court"), and to upgrade the Terminal E Main Food Court; and

WHEREAS, the Authority and MarketPlace have agreed to amend the Lease in connection with the design, construction, and delivery of a new Food Court in the Terminal A Satellite and a remodeled Terminal E Main Food Court.

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 negotiate, execute, and deliver, on behalf of the Authority, an amendment to the Lease incorporating the following:

- MarketPlace shall design, construct, and deliver the New Terminal A Food Court and shall remodel the Terminal E Main Food Court;
- MarketPlace shall spend a minimum of \$5.3 million;
- The Term of the Lease shall be extended through October 31, 2034; and
- MarketPlace shall be permitted to deduct from its Rent a prorated amount equal to its capital investment in the Terminal E Main Food Court for furniture, fixtures, and finishes (as approved by the Authority), not to exceed \$2 million, amortized over eight (8) years, at a 5.5% per annum interest rate.

The amendment shall contain such other terms and conditions, not inconsistent with this Vote, as the Authorized Officer executing such amendment deems necessary or desirable.

Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

Logan Express Natick Mall Temporary License

Mr. Gallagher presented information on Massport and Brookfield Properties reaching an agreement for a temporary Framingham Logan Express location at the Natick Mall's F Garage, and on license agreement terms.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, at its meeting on September 19, 2024, the Members of the Authority (the "Board") approved a partial project budget for the expansion of the Framingham Logan Express garage by constructing three (3) new parking levels onto the existing structure, adding approximately 1,050 additional parking spaces to the facility; and

WHEREAS, in order to best facilitate the timely construction while also providing customer service, Logan Express operations will need to be temporarily relocated from the Framingham facility for a period of approximately one (1) year; and

WHEREAS, staff undertook a search in the vicinity of the Framingham facility to identify potential alternative temporary sites for Framingham Logan Express; and

WHEREAS, staff identified the Natick Mall ("Natick Mall") as a suitable location, given its proximity to the Framingham facility, availability of approximately 960 covered parking spaces, vehicular and motorcoach access and readiness on a short-term temporary basis; and

WHEREAS, staff seeks authorization to negotiate, execute and deliver a license agreement with Natick Mall, LLC, a Brookfield Properties entity, consistent with the terms of this vote.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Director of Aviation and the Chief Legal Counsel, or their designees, are authorized to negotiate and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer or the Assistant Secretary-Treasurer, each acting singly (each, an "Authorized Officer"), are each hereby authorized to execute and deliver, on behalf of the Authority, a license agreement with Natick Mall, LLC, a Brookfield Properties entity, to temporarily relocate and operate the Framingham Logan Express service to the Natick Mall for a term of one (1) year at an annual cost of \$1,051,200. The license agreement shall provide the Authority with access to 960 parking spaces, an office, and vehicular and bus access. The agreement shall contain such other

terms and conditions not inconsistent with this vote as the Authorized Officer may determine are necessary or desirable.

Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

Quincy Parking License Amendment (Braintree Logan Express Employee Parking)

Mr. Gallagher presented background information on the Quincy Parking Lot.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, on April 11, 2024, the Board authorized staff to enter into a license agreement (the "Agreement") with Crown Colony Office Park LLC, a Flatley Company entity ("Flatley") the owner of 2000 Crown Colony Office Park, Quincy (the "Site") to use a portion of the parking lot supporting Braintree Logan Express operations with the use of six hundred (600) parking spaces and establishment of a dedicated shuttle service to Boston-Logan International Airport (the "Airport") for Airport employee customers; and

WHEREAS, the Agreement with Flatley commenced on October 1, 2024, with an initial term of two (2) years and three (3) one-year options, at a cost of \$766,500 per year for the initial term, and escalating three percent (3%) annually for the three (3) option years; and

WHEREAS, staff approached Flatley regarding securing an additional one hundred (100) parking spaces at the Site; and

WHEREAS, staff seeks authorization to negotiate, execute and deliver an amendment to the Agreement with Flatley on terms that are consistent with the terms contained in this Vote for such additional parking spaces.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Director of Aviation and the Chief Legal Counsel, or their designees, are authorized to negotiate and the Chief Executive Officer and Executive Director, Director of Administration & Finance and Secretary-Treasurer or the Assistant Secretary-Treasurer, each acting singly (each, an "Authorized Officer"), are each hereby authorized to execute and deliver, on behalf of the Authority, an amendment to the license agreement with Flatley to add an additional one hundred (100) parking spaces, at an additional cost of \$10,645.83 per month, and upon the terms and conditions set forth in this vote and such other terms and conditions not inconsistent with this vote as the Authorized Officer may determine are necessary or desirable.

Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

Amendment to Minimum Wage Policy for Certain Commercial Service Operator (CSO) and Aviation Service Operator (ASO) Employees at Boston Logan International Airport

Mr. Davey presented information on Massport recommending a \$1 increase to the minimum wage policy for Commercial Service Operator (CSO) and Aviation Service Operator (ASO) agreements at Logan Airport.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Massachusetts Legislature (per votes in 2014 and 2018) adopted annual increases to the Commonwealth's minimum wage from 2015 through 2023, effective January 1, 2023 it is set at \$15.00 per hour; and

WHEREAS, in 2014 the Authority's Board adopted a minimum wage policy for Commercial Service Operator (CSO) and Aviation Service Operator (ASO) employees at Boston Logan International Airport ("Airport") who perform certain covered services ("Covered Employees") in support of its priorities of safe, secure and efficient operations; and

WHEREAS, in 2019 the Authority's Board voted to accelerate the Commonwealth's minimum wage for Covered Employees at the Airport to \$15.00 per hour effective January 1, 2020; and

WHEREAS, in 2022 the Authority amended Massport's minimum wage policy to \$16.00 per hour effective July 1, 2022 and \$17.00 per hour effective January 1, 2023; and

WHEREAS, in 2023 the Authority amended Massport's minimum wage policy to \$18.00 per hour effective January 1, 2024; and

WHEREAS, the Authority desires to amend the minimum wage policy to \$19.00 per hour effective January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED:

The Board hereby amends the Authority's minimum wage policy for Covered Employees to \$19.00 per hour, effective January 1, 2025.

In all other respects the 2014, 2016, 2017, 2018, 2019, 2022 and 2023 Votes are hereby ratified and affirmed.

The Chief Executive Officer and Executive Director, the Director of Administration & Finance and Secretary-Treasurer, the Assistant Secretary-Treasurer, the Director of Aviation, and the Chief Legal Counsel each acting singly or their designees, are hereby authorized and directed to do all acts and things and to negotiate, execute and deliver any and all agreements, documents, certificates and other instruments, not

inconsistent with this Vote, necessary or desirable to effectuate the policy amendment contemplated by this Vote.

Members Jacobs, Everhart, Nucci, Fields, and Tibbits-Nutt voted Yes.
Member Evangelidis voted No.

ASSENT AGENDA

Rockyneck Fish Co., LLC – Fish Pier Lease Amendment

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, Massport, as landlord, and Teodoro Martinez (“Martinez”), as tenant, entered into that certain Amended and Restated Fish Processing Lease Agreement dated as of September 12, 2024 (the “Lease”) with respect to those certain premises being commonly known and numbered as Bays 29 and 31 (the “Leased Premises”) in the East Building of the Boston Fish Pier (“Fish Pier”); and

WHEREAS, Martinez assigned its interest in the Leased Premises to Rockyneck Fish Co., LLC (“Rocky Neck”) pursuant to that certain Assignment and Assumption of Lease Agreement dated as of September 12, 2024 by and between Martinez, as assignor, and Rocky Neck, as assignee; and

WHEREAS, in order to take possession and operate the Leased Premises as a seafood processing facility, Rocky Neck performed needed repair and replacement work to the Leased Premises, which included repairing and re-sealing the concrete floor, replacing old and inoperable roll-up doors, repairing the floor drain baskets and floor grates, and painting the entire interior of Bays 29 and 31 (collectively, the “Work”), which resulted in Rocky Neck making a significant upfront financial investment in the Leased Premises; and

WHEREAS, in recognition of the upfront financial investment incurred by Rocky Neck as a result of this Work, Massport has agreed to extend the existing expiration date of the Lease by five (5) years to December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. The Chief Development Officer and the Chief Legal Counsel, and their designees, are hereby authorized to negotiate, on behalf of the Authority, 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, an amendment to the Lease (the “Amendment”) with Rocky Neck, which extends the expiration date of the Lease for five (5) years from December 31, 2024 to December 31, 2029 during which term, Rocky Neck shall pay base rent as set forth in Schedule A attached hereto

and incorporated herein by reference. 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 not inconsistent with the terms set forth in this Vote. Such documents, certificates or instruments may 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.

Members Jacobs, Everhart, Nucci, Evangelidis, Fields, and Tibbits-Nutt voted Yes.

SCHEDULE A

**ROCKY NECK
 FISH PIER BAYS 29 AND 31
 RENT TERMS**

Lease Year	Per Square Foot of Lease Area (i.e., 7,506 s.f.)	Monthly Rent Amount	Annual Rent Amount
1/1/2025-12/31/2025	\$18.16	\$11,358.39	\$136,300.70
1/1/2026-12/31/2026	\$18.70	\$11,699.14	\$140,389.72
1/1/2027-12/31/2027	\$19.26	\$12,050.12	\$144,601.42
1/1/2028-12/31/2028	\$19.84	\$12,411.62	\$148,939.46
1/1/2029-12/31/2029	\$20.44	\$12,783.97	\$153,407.64

The public session adjourned at 10:52 A.M.

 Ann Buckley
 Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides