

MASSACHUSETTS PORT AUTHORITY
MINUTES FOR THE REMOTE MEETING
HELD ON APRIL 17, 2025 AT 9:00 A.M.

The meeting of the Members of the Massachusetts Port Authority was held on April 17, 2025. The following Members participated remotely pursuant to Chapter 2 of the Acts of 2025: Chair Patricia Jacobs presided, John Nucci, Sean O'Brien, Lewis Evangelidis, Warren Fields, Pamela Everhart 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, Hank Shaw, Chief Security Officer, Lauren Gleason, Port Director, Luciana Burdi, Chief Infrastructure Officer, David Gambone, Chief Human Resources Officer, Brian Day, Director of Labor Relations, Jennifer Mehigan, Director Media Relations, Alaina Coppola, Director – Community Relations & Government Affairs, Flavio Leo, Acting Director of Strategic & Business Planning, Tiffany Brown-Grier, Director of Equity & Inclusion/Compliance, John Raftery, Chief Marketing Officer, Andrew Hargens, Chief Development Officer, Christine Reardon, Director – Internal Audit, John Prankevicius, Director – Administration & Finance/Secretary-Treasurer, Jarret Write, Chief Information Officer, and Ann Buckley, Assistant Secretary-Treasurer, were in attendance.

The meeting commenced at 9:01 A.M.

Public Comment

Ratification and Approval of the Minutes of the March 20, 2025 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the March 20, 2025 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 there would be no Executive Session.

Mr. Davey presented information on Massport welcoming almost 700 attendees and over 100 volunteers to the Spring 2025 Wings for Autism event at Logan Airport, on Massport introducing the Hidden Disabilities Sunflower program at Logan Airport for passengers who need additional assistance, time and patience, on at opening day at Polar Park, Massport giving away four free roundtrip tickets to a family of WooSox fans curtesy of JetBlue, on Massport welcoming Lieutenant Governor Kim Driscoll to Massport's Women's History Month celebration, on Massport's latest cohort of public safety professionals completing the Blue Sky

leadership training program, on Massport working with partners to host a Sustainable Aviation Fuel Regional Workshop in June, on Logan Airport serving 32M passengers FYTD March, 5% better than forecast, on February 2025 financial results, on Massport's Charitable Contribution Program continuing to have a positive impact on local communities, and on Massport preparing for the 2025 Atlantic hurricane season.

Director of Aviation Presentation

Mr. Freni presented information on Logan Airport serving 3.5M passengers in March, on Logan Airport's new international service for summer 2025, on Worcester Regional Airport passenger volume being down compared to 2024, but load factors improving, on Massport welcoming Canine Companions to Worcester Regional Airport, and on total activity at Hanscom Field declining year over year in March, but jet operations still being higher than 2019.

Director of Maritime Presentation

Ms. Gleason presented information on Conley Terminal handling 16 vessels and processing over 13,000 containers in March, on uncertainty around tariffs continuing, on the maritime sector continuing to monitor federal announcements related to the shipping industry, including the proposed \$1.5M fee per U.S. port call, on Massport welcoming ZIM CEO, Eli Glickman, alongside elected officials, Conley customers, and port stakeholders at an event on April 7, and on Flynn Cruiseport Boston beginning its 2025 season with the Norwegian Jewel's first sailing to Bermuda.

STRATEGIC PLAN

SAFETY AND SECURITY/COMMITTEE CHAIR O'BRIEN

HUMAN RESOURCES, DIVERSITY, AND COMPENSATION/COMMITTEE CHAIR JACOBS

Appointments - Director Aviation Facilities and Passenger Services, Chief Strategy Officer, Chief Climate & Resilience Officer, Director Project Delivery

Mr. Davey presented information on Sharon Williams being appointed to Director of Aviation Facilities and Passenger Services, on Emir Skokic being appointed to Chief Strategy Officer, on Jill Valdes Horwood being appointed to Chief Climate & Resilience Officer and on Michael Guilmet being appointed to Director of Project Delivery.

Upon a motion duly made and seconded, it was

VOTED:

The Authority hereby appoints the following individuals to the positions as specified:

Sharon Williams to the position of Director Aviation Facilities and Passenger Services, level 11, effective April 28, 2025, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved

by the Chief Executive Officer. This position will report directly to Todd Smith, Deputy Executive Director Aviation.

Emir Skokic to the position of Chief Strategy Officer, level 12, effective on or about April 22, 2025, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved by the Chief Executive Officer. This position will report directly to Rich Davey, Chief Executive Officer.

Jill Valdes Horwood to the position of Chief Climate & Resilience Officer, level 12, effective May 19, 2025, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved by the Chief Executive Officer. This position will report directly to Rich Davey, Chief Executive Officer.

Michael Guilmet to the position of Director Project Delivery, level 11, effective April 17, 2025, at an annual salary within the established guidelines for that position as recommended by the Chief Human Resources Officer and approved by the Chief Executive Officer. This position will report directly to Luciana Burdi, Chief Infrastructure Officer.

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

Director of Hanscom Field

Mr. Davey presented information on Chris Willenborg being hired to be Director of Hanscom Field.

Chief Information Officer

Mr. Davey presented information on Jarret Wright being promoted to Chief Information Officer.

COMMUNITY OUTREACH/COMMITTEE CHAIR NUCCI

REAL ESTATE AND STRATEGIC INITIATIVES/COMMITTEE CHAIR FIELDS

AUDIT AND FINANCE/COMMITTEE CHAIR JACOBS

FACILITIES AND CONSTRUCTION/COMMITTEE CHAIR EVANGELIDIS

Worcester Solar Project Site Lease and Alternative On-Bill Credit (AOBC) Agreement

Ms. Burdi presented information on Kearsarge Solar, LLC designing, constructing, operating and maintaining a 20-megawatt solar system at Worcester Regional Airport.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, in February 2019, the Authority issued a Request for Proposals (“RFP”) for Solar Energy Management Services at Worcester Regional Airport and subsequently selected Kearsarge Solar LLC (“Kearsarge”) as the developer; and

WHEREAS, Kearsarge intends to design, construct, operate and maintain an approximately 20 megawatt direct current (“20MW DC”), 5 megawatt alternating current (“5 MW AC”) photovoltaic cell panel array and a related battery energy storage system (the “System” or “Project”), on an approximately 44 acre portion of Worcester Regional Airport (“Worcester Regional”); and

WHEREAS, in January 2024, the Authority and Kearsarge executed a non-binding letter of intent, in anticipation of the Massachusetts Department of Public Utilities (“DPU”) issuance of a Capital Investment Project (“CIP”) Order (the “CIP Approval”), which was required to grant National Grid the right to upgrade the capacity of their electric transmission and distribution system in the vicinity of Worcester Regional, so that solar developers, including Kearsarge could proceed with planned solar projects; and

WHEREAS, in October 2024, the DPU issued a CIP Approval for the Spencer-Rutland CIP (23-12); and

WHEREAS, in November 2024, Governor Healey signed into law Chapter 239 of the Acts of 2024, “An Act Promoting a Clean Energy Grid, Advancing Equity, and Protecting Ratepayers” (the “Act”) which, specific to this Project, includes provisions for alternative on-bill credit (“AOBC”) transfers across utility service regions; and

WHEREAS, in accordance with the CIP Approval and the enactment of the Act, the Authority and Kearsarge have been negotiating the terms of a solar site ground lease (the “Lease”) and an AOBC sales agreement (the “AOBC Agreement”); and

WHEREAS, when constructed, the Project will be one of the largest photovoltaic arrays in the Commonwealth, estimated to generate 22.3 million kilowatt-hours (“kWh”) of electricity in its first year of operation; and

WHEREAS, the financial benefits of the AOBC Agreement are expected to provide the Authority with an estimated electricity cost savings of \$21 million over the first twenty (20) years of the Lease and the AOBC Agreement; and

WHEREAS, subject to Board approval, Kearsarge and Authority staff have completed negotiations of the terms of the Lease and the AOBC Agreement, as summarized in the term sheet containing the material terms attached to this Vote (the “Project Term Sheet”).

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. The Chief Infrastructure 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, a solar site ground lease and an alternative on-bill credit sales agreement with Kearsarge Solar LLC 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 agreements may determine are necessary or desirable.
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 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, O’Brien, Evangelidis, Fields and Tibbits-Nutt voted Yes.

EXHIBIT A
BOARD VOTE TERM SHEET
WORCESTER SOLAR PROJECT

A. SOLAR SITE LEASE

LANDLORD

Massachusetts Port Authority (the “Authority”)

DEVELOPER/TENANT

Kearsarge Solar LLC, as Developer (the “Developer”) and Tenant (“the Tenant”) under the Solar Site Lease (the “Lease”).

PREMISES

A parcel of land containing approximately 44 acres, located at Worcester Regional Airport in Leicester, Massachusetts.

PERMITTED USES

The construction, operation and maintenance of an approximately 20 megawatt direct current (“20MW DC”), 5 megawatt alternating current (“5 MW AC”), photovoltaic cell panel array and a related battery energy storage system (the “System” or “Project”), as approved by the Authority in accordance with the Authority’s Design Review Process (the “Tenant Improvements”).

LEASE TERM

Initial Term of twenty (20) years after the Final Completion Date, which may be extended for up to two (2) five-year Extension Periods.

LEASE COMMENCEMENT DATE

The date on which the Lease is executed.

FINAL COMPLETION DATE

The date that the Improvements have been constructed in accordance with the Final Plans, the System is ready for regular, daily operation, has been interconnected to the grid, has undergone commissioning and testing, has been accepted by the Local Distribution Company (“LDC”), and is capable of producing electricity, which shall in no event occur later than the date which is twelve (12) months following the Construction Commencement Date, provided, however, such 12-month period shall be extended on a day for day basis for each day that the LDC has not accepted the System or completed interconnection of the System to the grid or the statement of qualification under the Solar Massachusetts Renewable Target Program with respect to the System has been diligently pursued by Tenant and has yet to be issued through no fault of Tenant.

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, subject only to the qualifications and agreements of the Parties set forth in the Lease.

CONSTRUCTION OF TENANT IMPROVEMENTS

Tenant shall design and construct Tenant Improvements, at its sole cost and expense, in accordance with the Final Plans to be prepared by Tenant’s engineers, subject to approval by the Authority in accordance with the Authority’s TAA Process.

CONSTRUCTION PAYMENT/PERFORMANCE BOND, AND CAPITAL RESERVE AMOUNT

Tenant’s Contractor shall provide to the Authority, in form and substance satisfactory to the Authority a payment and performance 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. Tenant shall also establish a capital reserve amount (the “Capital Reserve Amount”) to cover the costs of decommissioning and removing the System and restoring the Premises during the Removal Period, and Tenant shall cause to be issued to the Authority, as beneficiary, an irrevocable evergreen letter of credit in form and substance reasonably satisfactory to the Authority, in the face amount of the Capital Reserve Amount.

PERMITTING

Tenant shall obtain, at its sole cost and expense, all permits and licenses from governmental authorities required to build and operate the Project.

SYSTEM REMOVAL

Within one hundred twenty (120) days after the end of the Term or upon the earlier termination of the Lease for whatever cause (the “Removal Period”), Tenant shall at its sole cost and expense remove and dispose of the System and shall cap any and all underground utilities. Tenant shall return the Premises to its condition immediately prior to the Term, reasonable wear and tear excluded.

B. AOBC AGREEMENT

PROVIDER

Kearsarge Solar LLC, or its nominee

BUYER

Massachusetts Port Authority (the “Authority”)

TERM

The term of the Agreement (the “Term”) shall commence on the Effective Date and shall continue for twenty (20) years from the Incentive Payment Effective Date of the System, unless and until terminated earlier pursuant to the provisions of the Agreement.

INCENTIVE PAYMENT EFFECTIVE DATE

Has the meaning set forth in the SMART Program.

AOBC PRICE

Subject to the Interconnection Cost Sharing Mechanism, for every kWh the System delivers to the Utility for which Provider receives AOBCs under the SMART Program, Buyer shall pay an AOBC Price equal to the (x) Value of Energy for Alternative On-Bill Credit Solar Tariff Generation Units under the SMART Tariff as calculated on a kWh basis minus (y) four cents and ninety three one hundredths of a cent (\$0.0493) (“Buyer’s AOBC Discount”).

INTERCONNECTION COST SHARING MECHANISM

The Parties agree that if Provider’s System interconnection costs exceed fifteen cents (\$.15) per watt direct current of solar generation capacity, Buyer will fund fifty percent (50%) of any interconnection costs beyond this threshold up to twenty cents (\$.20) per watt direct current and one hundred percent (100%) of any interconnection costs beyond twenty cents (\$.20) per watt direct current (“Buyer’s Interconnection Cost Share”) through the purchase of AOBCs under the AOBC Agreement at no discount until Buyer’s Interconnection Cost Share is paid off. Once Buyer’s Interconnection Cost Share is paid off, Buyer’s AOBC Discount shall commence.

PURCHASE AND SALE REQUIREMENT

Provider agrees to sell to Buyer and Buyer agrees to purchase from Provider the Allocated Capacity of AOBCs delivered by the Utility and applied to Buyer’s Utility accounts with respect to electricity generated by the System and delivered to the Utility during the Term. Provider shall cause the Utility to apply the Allocated Capacity of AOBCs to such Buyer’s Utility accounts that Buyer gives Provider.

ALLOCATED CAPACITY

One hundred percent (100%) of the System’s kWh output.

MPA L1629 - Framingham Logan Express Garage Optimization, Framingham, MA, Revised Partial Project Budget

Ms. Burdi presented information on Framingham Logan Express Garage Optimization project doubling parking capacity to accommodate more Logan Express/HOV passengers and on the project supporting Massport's strategy to increase HOV options for Logan Airport passengers and employees and the project being online in fall 2025.

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 Framingham Logan Express Garage Optimization (MPA L1629) subject to the following conditions: funds expended for the Framingham Logan Express Garage Optimization Project shall not exceed \$55,000,000 (the "Revised Partial Project Budget"); the Chief Infrastructure Officer 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 Chief Infrastructure Officer 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 April 17, 2025. 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.

MPA L1820, L1835 and L1860 – Terminal E Garage, Roadways and Curb Program, Logan International Airport, East Boston, MA, Revised Partial Project Budget

Ms. Burdi presented information on the Terminal E Garage, Roadways and Curb Program, on the overall project scope, on project elements enhancing the customer experience, on Terminal E Garage & Roadway projects supporting Massport’s ground transportation strategy and on details on the Terminal E Garage – ground floor and level 1.

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 Garage, Roadways and Curb (“TERC”) Program (MPA L1820, L1835 and L1860) subject to the following conditions: funds expended for the L1820, L1835 and L1860 TERC Program Capital Project shall not exceed \$425,000,000 (the “Revised Partial Project Budget”); the Chief Infrastructure Officer 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 Chief Infrastructure Officer 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 April 17, 2025. 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.

ASSENT AGENDA

Maritime Conley Terminal Services Agreements

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority owns and operates the Paul W. Conley Marine Terminal (“Conley Terminal”) in South Boston, the only full-service container terminal in New England; and

WHEREAS, the Authority, from time to time, enters into terminal services agreements with international marine transportation companies (“Carriers”), for the purpose, among

other things, to provide terminal and stevedoring services to such Carriers' vessels and cargo containers at Conley Terminal.

NOW THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. The Chief Executive Officer and Executive Director (the "CEO") is hereby authorized to approve one or more terminal services agreements and the service rates contained therein (the "Terminal Services Agreement") based upon a recommendation of the Port Director, with one or more Carriers pursuant to which the Authority would provide container terminal and stevedoring services to such Carriers' vessels and cargo containers at Conley Terminal in South Boston.
2. The CEO, the Director of Administration and Finance and Secretary-Treasurer, and Assistant Secretary-Treasurer, each acting singly (each an "Authorized Officer"), is hereby authorized to execute and deliver on behalf of the Authority, one or more Terminal Services Agreement(s) with the respective Carrier(s). All agreements arising out of this vote shall contain such terms and conditions as the CEO deems necessary or desirable, and in the best interest of the Authority.
3. Each Authorized Officer is further authorized to execute and deliver on behalf of the Authority all other related documents, certificates, instruments or agreements, and to take any other actions not inconsistent with this Vote deemed necessary or desirable to effectuate the Terminal Services Agreement(s). Any such other related documents, certificates, instruments and agreements arising out of this Vote shall contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer deems necessary or desirable.

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

Chair Jacobs stated that there will be no Executive Session.

The public session adjourned at 10:06 A.M.

Ann Buckley
Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides