

MASSACHUSETTS PORT AUTHORITY
MINUTES FOR THE REMOTE MEETING
HELD ON NOVEMBER 20, 2025 AT 8:00 A.M.

The meeting of the Members of the Massachusetts Port Authority was held on November 20, 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, Pamela Everhart and Interim Secretary Phillip Eng. Richard Davey, Chief Executive Officer and Executive Director, Faye Boardman, Chief of Staff, Edward Freni, Executive Director of Aviation, Hank Shaw, Chief Security Officer, Marie Breen, Chief Legal Counsel, John Prankevicius, Director of Administration & Finance and Secretary-Treasurer, Lauren Gleason, Port Director, Luciana Burdi, Chief Infrastructure Officer, Taylor Casey, Chief People Officer, Brian Day, Director of Labor Relations, Jennifer Mehigan, Director - Media Relations, Alaina Coppola, Director – Community Relations & Government Affairs, Emir Skokic, Chief Strategy Officer, John Raftery, Chief Marketing Officer, Christine Reardon, Director – Internal Audit, Jill Valdes Horwood, Chief Climate and Resilience Officer, Jarret Wright, Chief Information Officer, Dan Gallagher, Director of Aviation Business and Finance, and Ann Buckley, Assistant Secretary-Treasurer, were in attendance.

The meeting commenced at 8:00 A.M.

Public Comment

Father James Ronan, Roland Merullo, Rabbi Rebecca Hornstein, Father Michael McGarry, and Ed Marakovitz stated their strong opposition and concerns regarding U.S. Immigration and Customs Enforcement (ICE) operations at Hanscom Field.

Ababuti Ogalla, Esmeralda Reyes, and Amina Jorti, aviation service company employees and members of Local 32BJ SEIU, spoke about the importance of their work for safety, security and efficiency at Logan Airport and some of the working conditions they faced carrying out their work, including not having consistent job training. Dan Harris, member of SEIU, spoke in support of standardizing training for airport workers.

Ratification and Approval of the Minutes of the October 16, 2025 Board Meeting

Upon a motion duly made and seconded, it was

VOTED:

To ratify and approve the minutes of the October 16, 2025 Board Meeting.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

Chair's Comments

Report of the CEO

Mr. Davey welcomed Phillip Eng, Interim Secretary of Transportation, to his first meeting as a member of the Authority, and Member Eng noted that he looked forward to working with everyone. Mr. Davey presented information on the expanded Framingham Logan Express Garage opening in time for holiday travel, on the Worcester Regional Airport Community Support Workshop collaborating for Worcester Regional Airport's success, on Massport officially breaking ground on the Flynn Cruiseport Terminal Modernization project, on surprising and delighting cruise passenger parkers, on Logan Airport serving 16M passengers through October (FYTD), slightly below forecast, on Q1 FY26 financial performance, on EDGAR Oracle Phase 1 being successfully launched, on Massport Ascent Phase 1 launching in November, on Oscar Sort Pilot making waste diversion rates trend higher, on collaborating with Massport's partners on regional transportation challenges, on honoring Boston Renegades championships at Logan Airport, on honoring Massport veterans with a small token of appreciation for Veterans Day, on Massport Police achieving state accreditation, on Hanscom Field completing FAA-required emergency response exercise, on winter preparedness to be ready for the season, and on winter drone education campaign launching December 8.

Director of Aviation Presentation

Mr. Freni presented information on Logan Airport and 39 other major airports returning to normal after the government reopening and end to FAA flight restrictions, on Runway 27 reopening after completion of Phase 1 Engineered Materials Arresting System (EMAS) construction, resolving construction-related delays, on Logan Airport passengers for October 2025 being down slightly compared to last year, on several airlines expanding international service offerings at Logan Airport, on JetBlue adding new service from Logan Airport to Florida's Emerald Coast, on Worcester Regional Airport passengers rebounding in October with the return of seasonal service to Fort Myers, on October activity at Hanscom Field increasing nearly 7% year-over-year, and on welcoming Massport's newest firefighter-EMTs.

Director of Maritime Presentation

Ms. Gleason presented information on Conley Terminal handling 16 vessels and processing nearly 10,000 containers in October, despite ongoing trade and tariff discussions, on Port of Boston strengthening global trade connections at regional industry conferences, on Conley Excellence Program focusing on improving terminal efficiency and reliability, on Massport Police successfully completing their annual Maritime Transportation Security Act (MTSA) training in collaboration with the U.S. Coast Guard, and on Flynn Cruiseport Boston forecasting to end the 2025 season in mid-December at nearly 455,000+ passengers and 150 vessels.

STRATEGIC PLAN

Climate Innovation and Resilience Introduction

Ms. Valdes Horwood presented information on Massport's climate imperative, on leadership for a climate-ready future, on introducing the Office of Climate Innovation & Resilience, on building a high-performing climate team, on meeting the team, on environmental planning, permitting, and compliance at Massport occurring at the local, state and federal level, on Massport setting a goal to reach Net Zero by 2031 for emissions within Massport's direct control, on accomplishments toward Massport's Net Zero goal, on Logan Airport Carbon Accreditation milestones being achieved, on the road ahead to Massport's Net Zero goal, on being committed to Net Zero+ with progress towards scope 3 Greenhouse Gas reduction, and on driving awareness and collaboration in Sustainable Aviation Fuel.

Strategic Plan Update

Mr. Skokic presented information on context and process update, on recalling the guiding principles for this effort to balance immediate needs and long-term success, on a summary of key activities of the Strategic Planning project and where Massport is today, and on recalling what Massport-wide strategic objectives guide the Strategic Plan.

Parth Doshi, Managing Director for Boston Consulting Group (BCG), presented information on each Massport asset having a clear aspirational slogan and supporting targets.

Julia Jacobson, Project Leader for BCG, presented information on Logan Airport's strategic priority areas, on Hanscom Field's strategic priority areas, and on Worcester Regional Airport's strategic priority areas.

Anthony Villamagna, Project Leader for BCG, presented information on Conley Terminal's strategic priority areas, on Flynn Cruiseport Boston's strategic priority areas and on Real Estate and Asset Management's strategic priority areas

Parth Doshi presented information on cross-cutting themes related to proposing aspirational slogans and strategic priorities.

Mr. Skokic presented information on wrapping up and next steps.

HUMAN RESOURCES, DIVERSITY, AND COMPENSATION/COMMITTEE CHAIR
EVERHART

Appointment – Deputy Chief Information Officer

Ms. Casey presented information on appointing Robert Haverty to Deputy Chief Information Officer.

Upon a motion duly made and seconded, it was

VOTED:

The Authority hereby appoints Robert Haverty to the position of Deputy Chief Information Officer, level 11, effective on November 24, 2025, at an annual salary within the established guidelines for that position as recommended by the Chief People Officer and approved by the Chief Executive Officer. This position will report directly to Jarret Wright, Chief Information Officer.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

SAFETY AND SECURITY/COMMITTEE CHAIR O'BRIEN

COMMUNITY OUTREACH/COMMITTEE CHAIR NUCCI

REAL ESTATE AND STRATEGIC INITIATIVES/COMMITTEE CHAIR FIELDS

Waterfront Placemaking Update

Mr. Hargens presented information on placemaking with purpose by activating spaces, driving growth and building community, on season 2 of the Fish & Farm Market boosting seafood tenants and local businesses, on South Boston Maritime Park being transformed into a summer-long music destination, on summer events at South Boston Water Transportation Center (SBWTC) Plaza engaging hundreds in fitness, arts and culture, on Fargo Street mural celebrating Boston's working port with local artist and youth engagement, on expanded offerings and community events in East Boston complementing Massport parks, on building on summer 2025 successes, Massport investing in future opportunities to support small and diverse businesses, and on looking ahead to expanding partnerships and opportunities for engagement.

Massport Blue Edge Update

Mr. Hargens presented information on Massport's leadership in the blue economy bolstering Massport's maritime and economic development missions and strengthening the Port of Boston competitiveness, on a year of active outreach and engagement with local, regional, and international experts defining opportunities for Massport to directly support marine business growth, on Massport "Blue Edge" brand launch celebrating Massport's commitment to advancing the Port of Boston's blue economy, on establishing a Blue Edge facility at the Boston

Fish Pier creating a much-needed waterfront research and development workspace in Boston Harbor, on Port of Boston being designated as a Marine TechHub by the Massachusetts Technology Collaborative, on the approach being to quickly achieving near-term goals as longer-term projects take shape, on multi-department initiative being underway to explore and expand innovation opportunities through internal and external collaboration, and on looking ahead to where Massport sees Blue Edge and innovation in a year.

FACILITIES AND CONSTRUCTION/COMMITTEE CHAIR EVANGELIDIS

MPA L1757 - Bipartisan Infrastructure Law (BIL) - Terminal E Improvements, Logan International Airport, East Boston, MA, Full Project Budget

Ms. Burdi presented information on Massport advancing Terminal E rehabilitation and renovations with partial funding from an FY22 Bipartisan Infrastructure Law (BIL) grant, on expanding international baggage claim capacity for larger aircraft, on upgrading passenger boarding bridges for greater reliability and performance, and on modern HVAC upgrade for reliability and energy efficiency.

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 Bipartisan Infrastructure Law (BIL) - Terminal E Improvements (MPA L1757) subject to the following conditions: funds expended for the MPA L1757 Bipartisan Infrastructure Law (BIL) - Terminal E Improvements Capital Project shall not exceed \$150,000,000 (the “Full 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 Full 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 November 20, 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, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

AUDIT AND FINANCE/COMMITTEE CHAIR JACOBS

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 an increase to the minimum wage policy for Commercial Service Operator (CSO) and Aviation Service Operator (ASO) agreements.

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, in 2024, the Authority amended Massport's minimum wage policy to \$19.00 per hour effective January 1, 2025; and

WHEREAS, the Authority desires to amend the minimum wage policy to \$19.75 per hour effective January 1, 2026 and to \$20.75 per hour effective January 1, 2027; and

WHEREAS, to enhance customer service, the Authority desires for Covered Employees who engage with customers in the course of their normal duties to receive annual customer service training.

NOW, THEREFORE, BE IT RESOLVED:

The Board hereby amends the Authority's minimum wage policy for Covered Employees to \$19.75 per hour, effective January 1, 2026 and to \$20.75 per hour, effective January 1, 2027. In addition, the Board hereby requires that ASOs and CSOs provide their Covered Employees who engage with customers in the normal course of their duties with at least four (4) hours of customer service training per year.

In all other respects the 2014, 2016, 2017, 2018, 2019, 2022, 2023, and 2024 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 Executive 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, O'Brien, Everhart, Nucci and Eng voted Yes. Member Evangelidis voted No.

Back Bay Logan Express Bus Operating Agreement

Mr. Gallagher presented information on background of five bus operating agreements for certain Logan Express buses and shuttle buses, and on Board recommendations.

Mr. Gallagher's presentation covered items #8 through #12 on the Agenda. These items #8 through #12 on certain Logan Express Bus Operating Agreements and Shuttle Bus Operating Agreements were taken in one roll call vote.

Upon a motion duly made and seconded, it was

VOTED:

The Director of Aviation and the Chief Legal Counsel, and 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, an agreement with Academy Express, LLC to provide the Back Bay Logan Express bus service operating between the Back Bay neighborhood of Boston and Boston-Logan International Airport for an initial term of three (3) years with two (2) one-year option years, commencing on or after February 1, 2026. The amount payable over the five-year term, including all option years, shall not exceed \$31,000,000. The agreement shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing the agreement deems necessary or desirable.

Quincy Employee Shuttle Bus Operating Agreement

Upon a motion duly made and seconded, it was

VOTED:

The Director of Aviation and the Chief Legal Counsel, and 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, an agreement with Plymouth and Brockton Street Railway Company to provide bus service for the Quincy Employee Lot between Quincy, Massachusetts and Boston-Logan International Airport for an initial term of three (3) years with two (2) one-year option years, commencing on or after February 1, 2026. The amount payable over the five-year term, including all option years, shall not exceed \$31,000,000. The agreement shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing the agreement deems necessary or desirable.

Wonderland Employee Shuttle Bus Operating Agreement

Upon a motion duly made and seconded, it was

VOTED:

The Director of Aviation and the Chief Legal Counsel, and 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, an agreement with Paul Revere Transportation, LLC to provide bus services for the Wonderland employee shuttle between the Wonderland Garage in Revere, Massachusetts and Boston-Logan International Airport, for a term of three (3) years with two (2) one-year option years, commencing on or after February 1, 2026. The amount payable under the agreement for the five-year term, including all option years, shall not exceed \$26,000,000. The agreement shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing the agreement deems necessary or desirable.

Framingham Logan Express Bus Operating Agreement

Upon a motion duly made and seconded, it was

VOTED:

The Director of Aviation and the Chief Legal Counsel, and 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, an agreement with A Yankee Line, Inc. to provide Logan Express bus service for Framingham Logan Express between Framingham, Massachusetts and locations operated as Framingham Logan Express, and Boston-Logan International Airport for a term of five (5) years, commencing on or after March 1, 2026. The amount payable over the five-year term shall not exceed \$68,500,000. The agreement shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing the agreement deems necessary or desirable.

On-Call Cover Bus Operating Agreements for all Shuttle Bus Locations

Upon a motion duly made and seconded, it was

VOTED:

The Director of Aviation and the Chief Legal Counsel, and 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, agreements (each, an “Agreement”) with Academy Express, LLC and DPV Transportation, Inc. (each, an “Operator”) to provide on-call cover bus services for all Logan Express and dedicated employee shuttle services, each Agreement for a term of three (3) years with two (2) one-year option years, each commencing on or after February 1, 2026. The amount payable to each Operator over the five-year term of the Agreement, including all option years, shall not exceed \$5,000,000 to each. The Agreements shall contain such other terms and conditions not inconsistent with this vote as the Authorized Officer executing the agreements deems necessary or desirable.

On items #8 through #12 as set forth on the Agenda, Members Jacobs, O’Brien, Evangelidis, Everhart, Nucci, and Eng voted Yes.

Peer-to-Peer Car Sharing Operating Agreement

Mr. Gallagher presented information on background, on proposed Peer-to-Peer (P2P) Car Sharing Agreement terms, on P2P car sharing revenue comparison current vs. proposed agreement, and on Board recommendation.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, peer-to-peer car sharing is a transaction whereby a vehicle owner rents their vehicle to a renter/customer for a fee, enabled by a peer-to-peer car sharing company's web-based or mobile application platform; and

WHEREAS, in 2022, the Authority authorized Turo, Inc. ("Turo") to engage in peer-to-peer car sharing at Boston-Logan International Airport ("Logan Airport") pursuant to a one-year pilot agreement, which agreement is now month-to-month; and

WHEREAS, in response to inquiries from companies wishing to provide peer-to-peer car sharing at Logan Airport, and request from Turo for a new agreement, staff proposes the below.

NOW, THEREFORE BE IT RESOLVED AND VOTED THAT:

The Executive Director of Aviation and the Chief Legal Counsel, and 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. Terms governing peer-to-peer ("P2P") car sharing operations at Logan Airport, which shall include the following:
1. A term of three (3) years with two (2) one-year options (not to exceed five (5) years);
 2. Payment to the Authority by P2P operator of a percentage fee in the amount of 10% of gross revenue on all commercial activity;
 3. Payment to the Authority by P2P operator of a license fee for the use of parking spaces in the Economy Garage at the per space rate of \$21,825 per year effective February 1, 2026, and \$23,650 per year effective July 1, 2027 and continuing until modified by the Board;

4. Payment to the Authority by P2P operator of a one-time concession fee in the amount of \$5,000; and
5. Payment to the Authority by P2P car sharing vehicle owners (“P2P Hosts”) for parking in accordance with the P2P parking rates set forth below effective February 1, 2026 and July 1, 2027, respectively, and continuing until modified by the Board. P2P Hosts shall also be required to purchase a transponder to access the P2P parking area and parking fee remittances.

Boston-Logan International Airport
Peer-to-Peer Parking Rates
(Effective February 1, 2026)

| Duration | Rate |
|---------------------|-------------|
| 1 hour to 4 hours | Free |
| 4 hours – 6 hours | \$ 6.00 |
| 6 hours – 8 hours | \$15.25 |
| 8 hours – 24 hours | \$24.50 |
| Each additional day | \$55.50 |
| | |
| Transponder Fee | \$30.00 |

Boston-Logan International Airport
Peer-to-Peer Parking Rates
(Effective July 1, 2027)

| Duration | Rate |
|---------------------|-------------|
| 1 hour to 4 hours | Free |
| 4 hours – 6 hours | \$ 6.00 |
| 6 hours – 8 hours | \$16.50 |
| 8 hours – 24 hours | \$27.00 |
| Each additional day | \$63.00 |

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

- B. An agreement with Turo, Inc. (“Turo”) to operate P2P car sharing at Logan Airport, commencing February 1, 2026, which agreement may contain such other terms and conditions not inconsistent with this Vote as the Authorized Officer executing such agreement deems necessary or desirable.

Members Jacobs, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

Worcester Air Service Incentive Program Extension

Mr. Gallagher presented information on the Worcester Air Service Incentive Program, and on recommended changes to the Worcester Air Service Incentive Program.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority adopted an Air Service Incentive Program (the “Program”) in 2012 to attract new nonstop roundtrip commercial air service to Worcester Regional Airport (“Worcester”); and

WHEREAS, the Program was extended and amended in 2015, 2018, 2021 and 2023, and the current term of the Program expires on December 31, 2025; and

WHEREAS, the Program was implemented to help the Authority secure new air services between Worcester and top leisure and business destinations, as well as network carrier connecting hubs, and is designed to help minimize the air carrier’s initial business risk in providing new commercial air service from Worcester; and

WHEREAS, the Program was instrumental in attracting (i) JetBlue, which began daily nonstop roundtrip service between Worcester and Orlando and Fort Lauderdale in November 2013, and service to New York, JFK, in May 2018; (ii) American Airlines, which began daily nonstop roundtrip service between Worcester and Philadelphia in October 2018; and (iii) Delta, which began daily nonstop roundtrip service between Worcester and Detroit in August 2019; and

WHEREAS, commercial air service was interrupted as a result of the COVID-19 pandemic and, post-pandemic, JetBlue returned to twice daily nonstop roundtrip service between Worcester and New York, JFK in August 2021, and daily nonstop roundtrip service to Fort Lauderdale in October 2021 and Orlando in June 2023; Delta returned with daily nonstop roundtrip service between Worcester and New York, LGA in November 2021; and American Airlines resumed daily nonstop roundtrip service to Philadelphia in November 2021, switching the route to New York, JFK in January 2022, and back to Philadelphia in July 2025; and

WHEREAS, to continue to enhance the Authority’s ability to attract and provide nonstop roundtrip commercial air service to Worcester, staff recommends that the Program be extended through December 31, 2027 and amended, effective January 1, 2026, to (i) increase the marketing assistance to \$200,000 for at least two times weekly service and \$250,000 for at least five times weekly service; and (ii) provide that if a carrier is receiving an incentive under the Program and discontinues the new service after six months but before the end of the two year term, and begins new service to a different destination that otherwise meets the requirements of the Program, the carrier may apply

the remainder of the two year term for the prior service to the new service, instead of receiving a separate two year term for the new service.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

To authorize an extension and amendment of the Worcester Air Service Incentive Program, effective January 1, 2026 through December 31, 2027, consistent with and containing substantially similar terms and conditions as those described in **Attachment A** to this vote, entitled Worcester Regional Airport Air Service Incentive Program.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

ATTACHMENT A

**Massport - Worcester Regional Airport
Worcester Air Service Incentive Program**

Program Qualifications:

- Program is effective January 1, 2026 - December 31, 2027.
- Offered to all certified passenger air carriers for the duration of the Program.
- Air carrier must provide scheduled nonstop roundtrip service to any new destination, operated at least 2x weekly, continuously for a minimum of 6 months.
 - o A “new” destination above is defined as a city that does not have any scheduled nonstop roundtrip service to/from Worcester Regional as of the date such service commences.
- No requirement to become a signatory tenant at Worcester Regional Airport, but carrier must sign an operating agreement with Massport.

Program Structure:

- Credit of ORH Airport Fees/Charges as follows:
 - o Landing Fees
 - o Jetbridge Fees
 - o Overnight Aircraft Parking
 - o Terminal Rent
- Credit of 100% for year 1, 100% for year 2.
- Credit applies to service to the new destination only.
- Funds would be credited quarterly to the carrier against future fees in the following quarter, or rebated in the following quarter in the event of service suspension, after minimum service period.
 - Based on daily, year-round service to a single new destination using an E190, by way of example, the estimated annual value of ORH Airport credit is:

| | |
|--------------------------------|-------------------|
| o Landing fee: | \$20,275.10 |
| o Jetbridge fee: | 7,570.10 |
| o Overnight a/c parking: | 30,627.15 |
| o <u>Terminal rent (est.):</u> | <u>103,050.84</u> |
| Total: | \$191,523.19 |

Marketing Support:

- o Provide comprehensive cooperative advertising campaign to market the new destination and the carrier, which may include but is not limited to: (1) representation at domestic local central Massachusetts events and travel and tourism trade shows to promote Worcester Regional Airport, the region of New England, the new destination and the carrier's air service thereto; (2) on-airport advertising including, terminal public spaces, exhibitions and events; and (3) off-airport advertising at the discretion of the carrier to potentially include radio, print, online/digital, local public transportation, and Out of

Home advertising(s). Community and Partner outreach to provide marketing materials for presentations, conferences, events. Campaign to last 1 year, at no cost to the carrier.

- Qualifying new nonstop service for at least 2x weekly service would receive \$200,000 in support per destination
- Qualifying new nonstop service for at least 5x weekly service would receive \$250,000 in support per destination

General:

- Worcester Air Service Incentive Program will be funded from Massport's Non-Aeronautical revenues.
 - o Foregone fees/charges will be credited from this source.
- Massport reserves the right to determine eligibility of the air carrier and destination against qualification criteria.
 - o Massport will provide the air carrier with an acceptance letter if proposed new service meets the criteria.
- Massport must approve of proposed joint marketing/advertising programs to support new air service; joint marketing/advertising must include reference to Worcester Regional Airport.
- Massport reserves the right to terminate or temporarily suspend the Program before the Program end date.
 - o Program benefits would be maintained for those qualifying new services which have begun.
- If an airline discontinues service subject to the ORH Incentive Program (the "Program") after 6 months of service, but before two years of service have been completed, and the airline begins new service at ORH that otherwise meets the requirements of the Program, the airline may apply the remainder of the two year term to the new service, but the airline may not commence a new two year term for such new service. If applicable, the remaining market funds can be transferred to the new service.
- The Program is intended to comply with the FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 Fed. Reg 7696, February 16, 1999).

ASSENT AGENDA

Logan Express Natick Mall Temporary License

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, at its meeting on November 21, 2024, the Board approved a license agreement with Natick Mall, LLC, a Brookfield Properties entity, to temporarily relocate and operate Framingham Logan Express service to the Natick Mall during the expansion of the Framingham Logan Express garage (“Framingham Garage”); and

WHEREAS, the Framingham Garage construction has been completed, and Logan Express service will resume at the Framingham Garage, however planned construction of a temporary facility and operation of the Remote Terminal Pilot Program at the Framingham Logan Express overflow location sometimes referred to as Flutie Pass, located at the Framingham Shoppers World shopping center, will eliminate overflow parking currently utilized for Framingham Logan Express customers; and

WHEREAS, Natick Mall remains a suitable, proximate and available location for parking to support the Framingham Logan Express service during the pendency of the Remote Terminal Pilot Program; and

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

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

The Executive 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, for a term of one (1) year, commencing on or about January 1, 2026, in an amount not to exceed \$438,000. The license agreement shall provide the Authority with access to 400 parking spaces, an office, and vehicular and bus access to support Framingham Logan Express. 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, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

Logan International Air Service Incentive Program Extension

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, the Authority adopted an International Air Service Incentive Program (the "Program") in 2008, restricted to new international service from Boston Logan International Airport ("Logan Airport") to Asia, Latin America, Africa and the Middle East; and

WHEREAS, under the terms of the Program, air carriers that offer year-round, scheduled, nonstop, roundtrip service to a new destination in Asia, Latin America, Africa, and the Middle East, at least three times per week, are eligible for landing fee credits over a two year period and marketing support for a one year period; and

WHEREAS, the Program is designed to help minimize an air carrier's initial business risk in offering a new international route from Logan Airport; and

WHEREAS, prior destinations in the Program include Tokyo, Beijing, Shanghai, Hong Kong, Tel Aviv, Dubai, Doha, Istanbul, Mexico City, Panama City, Bogota, Sao Paulo, Casablanca, Seoul, and San Salvador; and

WHEREAS, the Program's current term expires on December 31, 2025; and

WHEREAS, staff is recommending a two (2) year extension of the Program.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

To authorize an extension of the Logan International Air Service Incentive Program, effective January 1, 2026 through December 31, 2027, consistent with and containing substantially similar terms and conditions as those described in **Attachment A** to this vote, entitled Boston Logan International Airport International Air Service Incentive Program.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

ATTACHMENT A

Boston Logan International Airport **International Air Service Incentive Program**

Program Qualifications:

- Program is effective January 1, 2026 – December 31, 2027.
- Air carrier must provide year-round, scheduled, nonstop, roundtrip service to a new destination in Asia (including India, Mideast), Africa, Central America, South America, or Mexico.
 - o A “new” destination above is defined as a city that does not have any scheduled nonstop roundtrip service to/from Boston Logan as of the effective date of the program.
 - o Air carrier must become a signatory tenant at Boston Logan.
- Minimum 1 year continuous service commitment.
- Minimum 3 times per week scheduled nonstop roundtrips.

Program Structure:

- Landing Fee Credit
 - o Credit of 100% of landing fees for year 1, 50% of landing fees for year 2.
 - Credit applies to service to the new international destination only.
 - Funds would be credited quarterly against future landing fees over 2 years.
 - For example, based on daily, year-round service using a B787-8, the value of the landing fee credit is:
 - o Year 1: $\$6.58 \times 365 \times 380,000 / 1,000 \times 100\% = \$ 912,646$
 - o Year 2: $\$6.58 \times 365 \times 380,000 / 1,000 \times 50\% = \$ 456,323$
 - o Total: $\$1,368,969$
- Marketing Support
 - o Provide cooperative advertising campaign to market the new international destination and the carrier which may include but is not limited to: (1) representation at domestic and international trade shows to promote Boston Logan, the new destination and the carrier’s air service thereto; (2) on-airport advertising including Logan shuttle buses, Logan Express buses, terminal curbside displays, art exhibitions and events; and (3) off-airport advertising including radio, print, online/digital, local public transportation, and billboard(s). Campaign to last 1 year, at no cost to the carrier.
 - Qualifying new international service using narrowbody aircraft would receive \$200,000 in support.
 - Qualifying new international service using widebody aircraft would receive \$350,000 in support. A higher benefit is given to widebody aircraft service due to the ability to carry belly container cargo and more passengers, thereby providing higher economic benefit to the New England region and revenue to Massport.

General:

- International Air Service Incentive Program will be funded from Massport’s Non-Aeronautical revenues.
 - o Forgone landing fees will be credited from this source.
- Massport reserves the right to determine eligibility of the air carrier and destination against qualification criteria.

- Massport will provide the air carrier with an acceptance letter if proposed new service meets the criteria.
- Massport must approve of proposed joint marketing/advertising programs to support new international service; joint marketing/advertising must prominently feature Boston Logan.
- Massport reserves the right to terminate or temporarily suspend the program before the program end date.
 - Program benefits would be maintained for those qualifying new services which have begun.
- The Program is intended to comply with the FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 Fed. Reg 7696, February 16, 1999).

Logan Airport Fly Level Barcelona Air Carrier Operating Agreement

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 on behalf of the Authority, conditional upon receipt of all required documentation, an Air Carrier Operating Agreement with Fly Level Barcelona LH, S.L. d/b/a Fly Level Barcelona LH, S.L., LLC (“Level”) to allow Level to conduct operations at Boston Logan International Airport. Level will pay all applicable fees established by the Authority for use of airport premises, including, but not limited to, landing fees, parking fees, rental charges for terminal or other space at Boston Logan International Airport, and such other charges and fees as the Authority has established or may establish from time to time. Before the agreement is executed, Level shall have valid and current certifications and authorizations from all state, federal and other governmental regulatory bodies for the aircraft used and the aircraft operation conducted, and the Air Carrier Operating Agreement shall be subject to cancellation or termination by the Authority. This agreement shall contain such other terms and conditions, not inconsistent with this vote, as the Authorized Officer executing said agreement deems necessary or desirable.

Members Jacobs, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

MPA L1875 - Marine 31 Fireboat Replacement, Logan International Airport, East Boston, MA

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 with Gravois Aluminum Boats, LLC d/b/a Metal Shark, in order to purchase a Metal Shark 50 Defiant NXT vessel, in the not-to-exceed amount of \$5,500,000. 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, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

MPA M747– Hybrid Rubber Tired Gantry Cranes Retrofit, Paul W. Conley Terminal, South Boston, MA, Revised Partial Project Budget

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 Hybrid Rubber Tired Gantry Cranes Retrofit (MPA M747) subject to the following conditions: funds expended for the MPA M747 Hybrid Rubber Tired Gantry Cranes Retrofit Capital Project shall not exceed \$12,250,000 (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 November 20, 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, O’Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

Digital Passenger Information Program Development and Operational Support Services Amendments

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, Art of Context, Inc. (“Art of Context”) is the primary architect of Massport’s Digital Passenger Information Program (“DPIP”), which includes digital signs and other digital assets; and

WHEREAS, Art of Context has two agreements with the Authority: one for the development of digital content for the DPIP and one for the support and maintenance of the DPIP; and

WHEREAS, the Authority and Art of Context desire to extend the term and increase the not to exceed amount of both agreements, as provided herein.

NOW, THEREFORE, BE IT RESOLVED AND VOTED:

To authorize the Chief Executive Officer and Executive Director, the Director Administration & Finance and Secretary-Treasurer, or Assistant Secretary-Treasurer, each acting singly (each, an "Authorized Officer"), to negotiate, execute, and deliver on behalf of the Authority, amendments to the following agreements with Art of Context on the following terms and conditions:

- (i) To extend the Digital Content Development Services Agreement for an additional three (3) years, through December 31, 2028, and increase the not-to-exceed amount to \$6,858,234.80; and
- (ii) To extend the Digital Content Operational Support Services Agreement for an additional three (3) years, through December 31, 2028, and increase the total not-to-exceed amount to \$3,612,368.77.

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

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

EXECUTIVE SESSION

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 Jetty and Real Estate Aspects of the Strategic Plan, since a discussion in open session may have a detrimental effect on the negotiation position of the Authority.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

Chair Jacobs stated that the Authority will reconvene after Executive Session.

The first Public Session adjourned at 10:46 A.M.

PUBLIC SESSION

The meeting reconvened at 11:16 A.M.

North Jetty Developer Designation

Mr. Hargens presented information on reactivating the North Jetty deepwater berth being a longstanding Massport priority, on Massport staff, Selection Committee, and consultant efforts throughout 2025 arriving at a selected partner and recommendation to the Board, on the Selection Committee determining the Ocean Havens' proposal and team to be the most responsive to the RFP selection criteria, on Ocean Havens' vision for the North Jetty being highly consistent with Massport goals, on Ocean Havens' team having strong experience with building and operating maritime facilities, and on next steps.

Upon a motion duly made and seconded, it was

VOTED:

WHEREAS, on January 10, 2025, the Authority issued a Request for Proposals ("RFP") for the development and long-term ground lease of the North Jetty deep-water berth and backlands (collectively, the "North Jetty") located at the Massport Marine Terminal ("MMT") on Fid Kennedy Avenue in the South Boston Designated Port Area, for inter alia, expansion of the maritime industrial uses on MMT; and

WHEREAS, the Authority's staff evaluated the proposals submitted within the framework of the Authority's goals set forth in the RFP and recommends that the Authority (a) designate Boston Marine Terminal LLC, a Massachusetts limited liability company and affiliate of Ocean Havens Holdings, LLC, and doing business as Ocean Havens (collectively, "Ocean Havens") as the developer and lessee of the North Jetty as a multi-purpose cargo terminal (the "North Jetty Development Project"), and (b) authorize staff to pursue negotiations of a development agreement and one or more ground leases for the North Jetty subject to the terms and conditions below.

NOW, THEREFORE, BE IT RESOLVED AND VOTED THAT:

1. Ocean Havens is hereby designated as the developer of the North Jetty Development Project, subject to the terms of this vote.
2. The Chief Development Officer and the Chief Legal Counsel and their designees (collectively, the "Authorized Officers") are hereby authorized to negotiate a term sheet for the North Jetty Development Project with Ocean Havens on such other terms and conditions as the Authorized Officers may determine are necessary or desirable; provided, however, upon completion of such negotiations, staff will seek further authorization from the Board to execute and deliver a development agreement and one or more long-term ground leases with Ocean Havens, or its nominees, in accordance with a vote and development agreement/ground lease term sheet that will be presented to the Board at such time.

Members Jacobs, O'Brien, Evangelidis, Everhart, Nucci and Eng voted Yes.

The second Public Session adjourned at 11:24 A.M.

Ann Buckley
Assistant Secretary-Treasurer

List of Documents and Other Exhibits Used in Public Session

1. Board Book
2. PowerPoint Presentation Slides