

**QUONSET DEVELOPMENT CORPORATION  
MEETING OF BOARD OF DIRECTORS**

**JUNE 19, 2018**

**PUBLIC SESSION MINUTES**

A meeting of the Board of Directors of the Quonset Development Corporation (the "Corporation") was held at 5:00 p.m. on Tuesday, June 19, 2018, at the offices of the Corporation located at 95 Cripe Street, North Kingstown, Rhode Island, pursuant to notice to all members of the Board of Directors and a public notice of the meeting as required by the By-Laws of the Corporation and applicable Rhode Island Law.

The following members constituting a quorum were present and participated throughout the meeting as indicated: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Stefan Pryor, Kerry P. McKay, Guillaume de Ramel, and Richard A. Welch. Absent was: Gregory A. Mancini and Job Toll. Also present were: Steven J. King, P.E., Managing Director; John R. Pariseault, Secretary and Corporation's staff and members of the public.

1. **CALL TO ORDER:**

The meeting was called to order at 5:07 p.m. by Chairman Stefan Pryor.

2. **APPROVAL OF MINUTES:**

Upon motion duly made by Ms. DeBlasio and seconded by Mr. Welch, the Board:

**VOTED:** To approve the Public Session Minutes of the May 15, 2018 meeting as presented.

Voting in favor were:: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

3. **STAFF REPORTS:**

Mr. King reviewed the staff report with the Board of Directors. Mr. King noted that the \$1,000,000 transfer to the state is due by June 30, 2018, as previously discussed, and is part of the previous year state budget.

4. **COMMITTEE REPORTS:**

No committee meetings were held.

5. **APPROVALS:**

A. **Approval of MI, LLC (Norad) Lease Amendment:**

Mr. King reviewed the MI, LLC (Norad) lease amendment, noting it will add 5.87 acres located on Marine Road to Norad's "prime" lease which expires on February 28, 2047. The rent will be approximately \$80,700 annually which is based on the current rate under the "prime" lease.

Mr. King explained the proposed parcel is a portion of the "Pier Support Area" conveyed as a Public Benefit Conveyance by the U.S. Maritime Administration and can only be used for port activities. Mr. King also noted that this agreement is technically a sublease pending complete transfer of the property to the Corporation. The lease agreement has been written to account for this property transfer and will change from sublease to lease without need for additional agreements or transfers.

Upon motion duly made by Mr. McKay and seconded by Mr. Justo, the Board:

**VOTED:** The Corporation acting by and through its Chair, Vice-chair, Managing Director or Finance Director, each of them acting alone (the "Authorized Officers") is hereby authorized to enter into, execute and deliver a Lease Amendment (and related instruments as deemed appropriate by the Authorized Officers) for that certain Lease Agreement with MI, LLC (Norad), relating to that certain approximately 5.87 acre parcel of land currently designated as North Kingstown Tax Assessor Plat 194, Lot 16 and Lot 17, the terms of such Lease Amendment to be substantially in accordance with the Request for Board Authorization presented to the Board (the Lease Amendment and such related documents are referred to herein collectively as the "Agreements").

**VOTED:** That each of the Authorized Officers, acting singularly and alone, be and each of them hereby is authorized, empowered and directed to effectuate the intent of the foregoing resolutions by executing, delivering and performing any and all modifications, renewals, confirmations and variations of the Agreements or as any of the Authorized Officers acting singularly and alone shall deem necessary, desirable and without further specific action by this Board, and empowered and directed to prepare or cause to be prepared and to execute, perform and deliver in the name and on behalf of the Corporation the Agreements and/or all related and ancillary agreements and documents in connection with the terms and conditions to be effectuated by the Agreements, including any and all agreements, contracts, certificates, licenses, assignments, and

memorandums upon such terms and conditions and with such changes, additions, deletions, supplements and amendments thereto as the Authorized Officer executing or authorizing the use of the same and shall determine to be necessary, desirable and appropriate and in the best interest of the Corporation.

**VOTED:** That in connection with any and/or all of the above resolutions, the taking of any action, the executed and delivery of any instrument, document or agreement by any of the Authorized Officers in connection with the implementation of any or all of the foregoing resolutions shall be conclusive of such Authorized Officer's determination that the same was necessary, desirable and appropriate and in the best interest of the Corporation.

Voting in favor were: Guy Asadorian, Jr., Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel, and Richard A. Welch.

Voting Against were: None.

Recused: Susan Leach DeBlasio

Unanimously Approved.

B. Approval of Sale of Property to Moran Management:

Mr. King reviewed the proposed sale of property to Moran Management and stated that although it is not QDC policy to sell property, this parcel's location and size are not of particular use to the Corporation. Mr. King noted that the QDC Board of Directors had actually approved the sale of this property to Moran Management in 2010, but the sale was not completed at that time. Mr. King stated the sale will be for approximately 1.96 acres on Devil's Foot Road; Mr. King noted the property will need a survey, prior to completion of the transaction, due to a slight difference in Town and QDC records of the exact acreage. Moran Management proposes to build a 28-unit housing complex with an affordable housing component on the land; Mr. King added affordable housing units developed by Moran Management already exist adjacent to this property. Mr. King stated Moran Management would pay \$7500 per unit built which is \$2000 more per unit than the 2010 price. Mr. King also noted the actual number of units is dependent on approval by Town planning.

Mr. Jones asked if there was a time limit for Moran Management to execute the sale. Mr. King that stated due to the zoning changes and approvals by the Town Planning Board, he expects the timeline to be lengthy, but would add a clause in the agreement limiting the approval to not more than 18 months.

Mr. McKay asked if the proposed units would be part of the Town or QDC sewer system. Mr. King stated the units would be connected to the QDC sewer system but the units would be connected to the Town's meters and billed through the Town.

Mr. Pryor asked if "affordable" housing had been defined by Moran Management and if Moran Management had any partners in the deal. Mr. King stated there was no specific definition, but the proposal is for 1-bedroom units and that Moran Management is the sole developer of the property.

Mr. Asadorian asked if Mr. King felt Moran Management was paying the fair market value for the property in comparison to other recent transactions. Mr. King stated the Corporation is comfortable with the transaction given the incongruity of this property with the rest of the Quonset Business Park.

Upon motion duly made by Mr. McKay and seconded by Mr. Asadorian, the Board:

**VOTED:** The Corporation acting by and through its Chair, Vice-chair, Managing Director or Finance Director, each of them acting alone (the "Authorized Officers") is hereby authorized to sell that certain approximately 1.96 acre parcel of land located on Devil's Foot Road, comprised of those certain lots currently designated as North Kingstown Tax Assessor Plat 181, Lot 13 and Lot 14, to Moran Management, and to execute and deliver such agreements, documents and instruments as are necessary or appropriate to effectuate such transaction, the terms of such sale to be substantially in accordance with the Request for Board Authorization presented to the Board (such agreements, documents and instruments are referred to herein collectively as the "Agreements").

**VOTED:** That each of the Authorized Officers, acting singularly and alone, be and each of them hereby is authorized, empowered and directed to effectuate the intent of the foregoing resolutions by executing, delivering and performing any and all modifications, renewals, confirmations and variations of the Agreements or as any of the Authorized Officers acting singularly and alone shall deem necessary, desirable and without further specific action by this Board, and empowered and directed to prepare or cause to be prepared and to execute, perform and deliver in the name and on behalf of the Corporation the Agreements and/or all related and ancillary agreements and documents in connection with the terms and conditions to be effectuated by the Agreements, including any and all agreements, contracts, certificates, licenses, assignments, and memorandums upon such terms and conditions and with such changes, additions, deletions, supplements and amendments thereto as the Authorized Officer executing or authorizing the use of the same and shall determine to be necessary, desirable and appropriate and in the best interest of the Corporation.

**VOTED:** That in connection with any and/or all of the above resolutions, the taking of any action, the executed and delivery of any instrument, document or agreement by any of the Authorized Officers in connection with the implementation of any or all of the foregoing resolutions shall be conclusive of such Authorized Officer's determination that the same was necessary, desirable and appropriate and in the best interest of the Corporation

Voting in favor were: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

C. Approval of Memorandum of Understanding ("MOU") with Rhode Island Airport Corporation ("RIAC"):

Mr. King reviewed the draft Memorandum of Understanding ("MOU") with Rhode Island Airport Corporation ("RIAC") outlining the identification and proposed use of airport property for a port terminal to accommodate future offshore wind energy construction staging. Mr. King stated this project was discussed at length with the Board in a prior Executive Session and reminded the Board that the Commonwealth of Massachusetts and the United States Federal Government have identified an area of mutual interest for the installation of hundreds of future wind turbines but that port terminals for these activities are extremely limited.

The Corporation has developed a concept plan to convert a waterfront portion of airport property into a new port terminal for the purpose of supporting wind energy production. Mr. King stated that runway 5/23 and the surrounding waterfront area has been potentially identified under the concept plan for this use. The MOU outlines specific covenants which would allow the Corporation to begin a feasibility analysis for the project while securing RIAC's cooperation in the process and the project. Mr. King stated this project is a Rhode Island project and will involve multiple state agency's cooperation to execute, however, since the QBP is home to Rhode Island's premier public port, the Corporation will take the lead on the project.

Mr. King went over the specifics of the agreement noting that RIAC has agreed not to lease the property long term during the next 3 years while the Corporation conducts the study and secures approvals. RIAC will support QDC in these efforts including the preparation of the Notice of Alteration with the FAA. The Corporation agrees that no RIAC employee shall be over burdened with the project. Should the FAA approve the modification of the airport and the closing of the runway, RIAC will assist with the Airport Layout Plan. QDC agrees to provide a fiscal impact analysis and impact of the runway closure on general aviation activity in RI. QDC will also identify any grant funds that may need to be refunded, and finally, QDC will include in the final plan, improvements to the airport's remaining runway and

identify potential funds for those improvements. Mr. King added the MOU was approved by the RIAC Board of Director's at their last meeting.

Mr. King stated the estimated cost to complete a feasibility analysis is \$350,000.00. The Corporation has advertised a request for qualifications for the feasibility study and will be conducting interviews in the next week.

The Board discussed the MOU and requested the vote be amended to include the \$350,000.00 authorization for the Corporation to conduct the feasibility study. The Board agreed that any additional expenditure would require an additional vote by the Board.

Upon motion duly made by Mr. Jones and seconded by Ms. DeBlasio, the Board:

**VOTED:** The Corporation acting by and through its Chair, Vice-chair, Managing Director or Finance Director, each of them acting alone (the "Authorized Officers") is hereby authorized to enter into, execute and deliver a Memorandum of Understanding with RIAC relative to the proposed wind energy terminal infrastructure, and other agreements related thereto, , the terms of such Memorandum of Understanding to be substantially in accordance with the Request for Board Authorization presented to the Board and to spend up to \$350,000 on conducting and commissioning feasibility studies of the proposed wind energy terminal (the Memorandum of Understanding, studies and related documents are referred to herein collectively as the "Agreements").

**VOTED:** That each of the Authorized Officers, acting singularly and alone, be and each of them hereby is authorized, empowered and directed to effectuate the intent of the foregoing resolutions by executing, delivering and performing any and all modifications, renewals, confirmations and variations of the Agreements or as any of the Authorized Officers acting singularly and alone shall deem necessary, desirable and without further specific action by this Board, and empowered and directed to prepare or cause to be prepared and to execute, perform and deliver in the name and on behalf of the Corporation the Agreements and/or all related and ancillary agreements and documents in connection with the terms and conditions to be effectuated by the Agreements, including any and all agreements, contracts, certificates, licenses, assignments, and memorandums upon such terms and conditions and with such changes, additions, deletions, supplements and amendments thereto as the Authorized Officer executing or authorizing the use of the same and shall determine to be necessary, desirable and appropriate and in the best interest of the Corporation.

**VOTED:** That in connection with any and/or all of the above resolutions, the taking of any action, the executed and delivery of any instrument, document or agreement by any of the Authorized Officers in connection with the

implementation of any or all of the foregoing resolutions shall be conclusive of such Authorized Officer's determination that the same was necessary, desirable and appropriate and in the best interest of the Corporation.

Voting in favor were: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

6. **MOTION TO ADJOURN TO EXECUTIVE SESSION:**

Upon motion duly made by Mr. Welch and seconded by Mr. McKay, the Board:

**VOTED:** To adjourn to Executive Session pursuant to: citing of business in Rhode Island, (2) sessions related to litigation and subsection (6) location of prospective businesses in Rhode Island and subsection (7) (A matter related to the question of the investment of public funds where the premature disclosure would adversely affect the public interest) of Rhode Island General Laws, Section 42-46-5(a), the Open Meeting Law.

Voting in favor were: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

The meeting adjourned to Executive Session at 5:58 p.m. The meeting reconvened in Public Session at 6:21 p.m.

7. **VOTE TO MAINTAIN MINUTES OF EXECUTIVE SESSION CLOSED:**

Upon motion duly made by Ms. DeBlasio and seconded by Mr. Welch, the Board:

**VOTED:** Pursuant to Section 42-46-4 and 42-46-5 of the General Laws, the minutes of the Executive Session shall not be made available to the public at the next regularly scheduled meeting of the Corporation because such disclosure may adversely impact ongoing negotiations or adversely affect the public interest.

Voting in favor were: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

8. **ADJOURNMENT:**

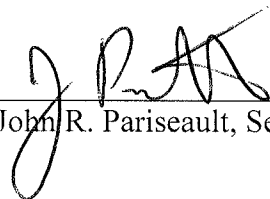
Upon motion duly made by Mr. McKay and seconded by Mr. Asadorian, the meeting adjourned at 6:22 p.m.

Voting in favor were: Guy Asadorian, Jr., Susan Leach DeBlasio, Scot A. Jones, John Justo, Kerry P. McKay, Guillaume de Ramel and Richard A. Welch.

Voting Against were: None.

Unanimously Approved.

Respectfully submitted:

By:  \_\_\_\_\_  
John R. Pariseault, Secretary