

MEMORANDUM OF UNDERSTANDING

Concerning the Proposed Development of a New East Terminal and Related Improvements at Tweed-New Haven Airport

1. Parties and Purpose

This MOU is entered into by and among the City of New Haven, Connecticut ("New Haven"), the Town of East Haven, Connecticut ("East Haven" or the "Town"), The New HVN LLC ("Avports"), and the Tweed-New Haven Airport Authority (the "Authority"). New Haven, East Haven, Avports, and the Authority are referred to collectively as the "Parties" and individually as a "Party."

The purpose of this MOU is to set forth a shared framework of principles, process commitments, and anticipated future definitive agreements intended to facilitate the proposed construction and operation of a new terminal and related facilities on the East Haven side of Tweed-New Haven Airport, designed to support scheduled and charter commercial airline flights and including not fewer than two thousand one hundred (2,100) parking spaces (the "East Terminal Project") while seeking equitable treatment of the Parties, community benefits, and safe, efficient, and sustainable airport operations.

2. Nature of This MOU

Except as expressly provided in Section 8 (Non-Waiver of Legal Positions), Section 11 (Confidentiality and Public Communications), Section 12 (Cooperation), Section 13 (Municipal and Regulatory Discretion; No Unlawful Contracting Away of Authority), Section 14 (No Third-Party Beneficiaries), Section 15 (Governing Law), Section 16 (Termination), and Section 17 (Miscellaneous), this MOU is intended only as a statement of present intention and a framework for continued cooperation, and does not create enforceable obligations to consummate any transaction, issue any approval, adopt any legislation, or enter into any later definitive agreement.

The Parties nevertheless intend to proceed in good faith and with commercially reasonable and diligent efforts to carry out the understandings reflected in this MOU, subject at all times to applicable law, required approvals, and the limitations stated herein.

All obligations contemplated in this MOU are dependent on the satisfaction of applicable conditions and timing requirements described herein.

The Parties intend to reach future definitive agreements among one another and with other parties (including the State of Connecticut) as needed to effectuate the terms of this MOU. To the extent Avports is a Party to any such definitive agreement, Avports shall structure commitments that are later embodied in definitive binding agreements so that such commitments bind Avports' successors and permitted assigns.

3. Joint Commitments of All Parties

Upon execution of this MOU, the Parties intend to work cooperatively as follows:

- a. Jointly advocate for legislation substantially reflecting the draft attached to this MOU as Exhibit A (the "Legislation"), including by advocating for the Legislation to the Governor and legislature urging adoption of such Legislation.
- b. Jointly advocate for the Connecticut Department of Transportation ("CDOT") to address the flooding issue experienced at Hemingway Avenue and Coe Avenue in accordance with the letter from CDOT attached as Exhibit B and confirmation that a final plan will require the approval of East Haven, and a commitment from CDOT to fund that plan without regard to whether federal funding is made available either through formula or discretionary grants.
- c. Jointly support and participate in federal grant applications, including providing necessary documentation and advocacy, to secure funding for the East Terminal Project in a manner consistent with the objectives of this MOU.

- d. Take whatever actions may be required to ensure that the airport entry/exit configuration as more particularly described in Section 4.h results in vehicles arriving at the airport predominantly from Hemmingway Avenue southbound to an entrance off of Uriah Street (accessed either via (i) Proto Drive westbound, or (ii) Coe Avenue to Silver Sands Road to Commerce Street to Magic Lane) and vehicles depart the airport predominantly from Dodge Avenue westbound to Burr Street southbound (unless the Authority and Avports resolve an interior exit drive which would connect the East Terminal parking to the intersection of Burr Street and the airport at the West Terminal).
- e. Agree upon whatever definitive agreements may be required to effectuate the terms of this MOU, and to secure whatever additional approvals may be required in order to have the authority to enter into those definitive agreements.

4. Avports and Authority Commitments Following Enabling Legislation

Upon adoption of the Legislation, Avports, with the cooperation and consent of the Authority and in consultation with New Haven and East Haven, intends to proceed as follows:

Technical review

Finalize the design of and required approvals for the East Terminal Project by engaging in a transparent and collaborative manner with New Haven and East Haven, including proactively sharing all plans and applications in a timely manner, facilitating in-person and virtual discussions with Avports staff and advisors, and inviting and incorporating feedback in the following areas (collectively the “Technical Review”):

- a. Design of on-airport improvements, including plans for the site, buildings, and parking.
- b. Design of off-airport ingress and egress as contemplated in Section 4. h.
- c. Proposals for wetlands mitigation, stormwater management, flood plain management, and other environmental matters.
- d. Identification of and applications for required approvals, including but not limited to CDOT; the Office of the State Traffic Administration ("OSTA"), the Connecticut Department of Energy and Environmental Protection (“CT DEEP”), the Federal Aviation Administration (“FAA”); and the U.S. Army Corps of Engineers (“USACE”).

Zoning application

- e. Submit a proposed text amendment to the Town of East Haven Zoning Regulations and Zoning Map establishing a new airport district that would permit the East Terminal Project, subject to all required public processes and to site plan approval by the East Haven Planning and Zoning Commission (the “Zoning Application”). Prior to submission, the applicant may consult with East Haven planning staff for procedural guidance regarding application requirements in order to prepare a complete filing. Provided, however, that: (i) permitted uses within any such airport district shall be limited to airport-related uses associated with the East Terminal Project; (ii) the amendment shall require both a site plan review application and a coastal site plan review application, each in accordance with East Haven’s zoning regulations, for review and determination by the East Haven Planning and Zoning Commission; and (iii) the site plan applications shall address traffic, environmental, and aesthetic impacts within the Town of East Haven, as well as concerns raised by CDOT, CT DEEP, and the USACE. The Town may retain, at its sole discretion, one or more independent consultants, including but not limited to planning, traffic, environmental, engineering, or land use professionals, to assist the Town in reviewing and evaluating the Zoning Application and any related submissions associated with the East Terminal Project. All such consultants shall be retained by and report solely to the Town. Avports shall be responsible for all reasonable costs and fees incurred by the Town for such consultants up to a cap to be agreed upon by Avports and the Town, and, upon request of the Town, shall deposit funds into an escrow account established by the Town for payment of such costs. The Town may draw upon such escrow to pay consultant invoices as they are incurred, up to the agreed upon cap, provided that: (i) Avports may at any time notify the Town of its intent to withdraw its Zoning Application at which time its responsibility for additional consulting expenses shall immediately cease, (ii) Avports shall retain responsibility for any consulting expenses incurred prior to such withdrawal, whether or not such expenses have been

invoiced. Avports shall be entitled to receive a refund of any funds in the escrow account not spent or obligated as of the date of such withdrawal or as of the date of the issuance of a building permit for the East Terminal Project, as applicable.

Construction staging

- f. Coordinate with the Town to stage construction in a manner that prohibits construction-related traffic generated by the East Terminal Project from using Thompson Avenue or other residential streets within East Haven. At no time shall any portion of Thompson Avenue be used for construction staging or for construction-related traffic associated with the East Terminal Project, including but not limited to (i) the segment of Thompson Avenue between the intersection of Main Street and the intersection of Dodge Avenue, and (ii) the segment of Thompson Avenue between Dodge Avenue and the airport entrance at the fixed-base operator. Coordinate with New Haven and the Town on all other respects of the construction staging plan with the intent to minimize impacts on the surrounding neighborhoods of the Airport.

Business deliveries

- g. Consult with New Haven and East Haven concerning delivery hours and routes on all approved access roadways to the airport.

Entrance, exit, and traffic mitigation

- h. Modify the design of the proposed entrance and exit to the airport from Proto Drive / Uriah Street so that such access functions solely as an entrance, and design and construct an exit from the airport onto Dodge Avenue in a manner generally consistent with the conceptual layout in the "Pre-OSTA Step 1" report prepared for Avports by WSP dated February 13, 2026, provided that the foregoing remains subject to review and approval by New Haven and East Haven of (i) the alignment of the roads, alternative access provisions in the event of a roadway shutdown, any proposed property acquisitions, the effect on environmentally sensitive areas, and definitive traffic studies; (ii) completion of the OSTA process, including addressing of issues and concerns raised by CDOT and East Haven's traffic consultants; (iii) other required approvals, including those of the FAA, CT DEEP, and the USACE; and (iv) the availability of state funding contemplated by the Legislation. The entrance contemplated for Porto Drive / Uriah Street shall specifically provide for and protect adequate and reliable access for the industrial and commercial users located along Proto Drive / Uriah Street and throughout the East Haven Industrial Park in a manner that ensures such users are able to safely and efficiently conduct their business operations. Notwithstanding the foregoing, the Parties have agreed and the Authority and Avports shall ensure that no ingress or egress, however designed or constructed, shall have the practical effect of enabling airport-related passenger traffic to access the airport from South End Road nor Silver Sands Road with the exception of Proto Drive or the present intersection of Silver Sands Road and Commerce St (located approximately 1650' southwest of the present intersection of Coe Avenue and Silver Sands Road), which is the designated entrance to the East Terminal as per agreement of the Parties. No airport access routes now or in the future shall include connections to either Silver Sands Road or South End Road to the south or west of the present intersection of Silver Sands Road and Commerce Street Street (located approximately 1650' southwest of the present intersection of Coe Avenue and Silver Sands Road).
- i. Collaborate with East Haven, New Haven, CDOT, and web mapping services to divert, discourage, and, where possible, prohibit additional airport traffic generated by the Dodge Avenue exit from residential streets. Such collaboration shall include agreement by the Parties on any traffic mitigation measures necessary to prevent illegal or unsafe turns easterly out of the Dodge Avenue exit as well as northerly on Burr Street at the intersection of Burr Street and Dodge Avenue.
- j. Following the opening of the Proto Drive / Uriah Street entrance and the Dodge Avenue exit, close the Thompson Avenue entrance to vehicular traffic, except for such emergency access as East Haven first responders determine is needed, provided that as per Section 4(f) of this MOU, at no time may the Thompson Avenue entrance be used for construction vehicles in relation to the East Terminal Project.
- k. Continue to work with the local traffic authority for East Haven in all respects and New Haven (as may be required) to seek endorsement and recommendation of the application submitted to OSTA and submit

to OSTA site plans that have been accepted or approved by East Haven and New Haven (as may be required).

Parking

- l. Seek East Haven approval to construct or operate off-site airport parking within the boundaries of the Town of East Haven, even if such use would otherwise be permitted on an as-of-right basis.
- m. Refrain from seeking to construct any parking garage(s) within the boundaries of East Haven including at the airport.

Noise mitigation

- n. Establish an aeronautical user group to promote a "Fly Quiet" program and related joint efforts to limit noise and other impacts on adjacent neighborhoods.
- o. Undertake a FAR Part 150 Study (with or without federal funding), including updated Noise Exposure Maps and a Noise Compatibility Program addressing, where applicable and subject to FAA requirements, mandatory and voluntary noise abatement measures; regular noise monitoring, including installation of permanent noise monitors (already implemented); flight tracking and transparency (already implemented); a noise complaint system and public outreach (already implemented); and supplemental noise metrics for communication and planning (already implemented).

Environmental protection

- p. Study air quality and install permanent monitors, publishing real-time data on a public website (already implemented).
- q. Establish an aeronautical user group to discuss sustainable fuels and other sustainability efforts, including unleaded avgas transition.
- r. Apply best management practices for deicing and stormwater.
- s. Develop a carbon offset program.
- t. Evaluate lighting to reduce impacts on migratory species and light pollution.

Jobs and economic development

- u. Enter, or require that engaged general contractors enter into, a project labor agreement for the East Terminal Project.
- v. Host, or require that engaged contractors with more than an agreed number of open positions host, job fairs in New Haven and East Haven for both construction and permanent positions.
- w. Establish, or require that engaged contractors with more than an agreed number of open positions establish, apprenticeship and internship programs.

Freight limitation

- x. Comply with existing prohibitions of the Lease and Development Agreement for Tweed-New Haven Airport dated August 19, 2022, between the Authority and Avports (the "Lease") that prohibit the construction of new buildings designed to accommodate cargo or freight operations, prohibit the change of use of existing buildings to accommodate cargo or freight operations, prohibit other infrastructural changes intended to accommodate cargo or freight operations, and prohibit the pursuit of freight carriers, tenants, or other airport users intending to use the airport for freight operations. For the avoidance of doubt, neither the Authority nor Avports will consent to any amendment to the Lease that modifies these prohibitions without first obtaining the consent of East Haven.

Fulfillment of lease obligations

- y. Comply with the Community Betterment provisions of the Lease, including but not limited to: (i) dedicating a total of \$750,000 to traffic mitigation in each of New Haven and East Haven, with such funds to be spent as directed by the applicable municipality; (ii) dedicating \$3,000,000 to noise mitigation, in addition to any FAA grants received, with such spending to be split 50/50 between New Haven and East Haven pursuant to plans developed by each municipality; and (iii) dedicating \$125,000 to other community benefits in each of New Haven and East Haven, with such funds to be spent as directed by the applicable municipality. For the avoidance of doubt, neither the Authority nor Avports will consent to

any amendment to the Lease that modifies its obligations to make these payments to East Haven without first obtaining the consent of East Haven.

Parking

- z. Retain and preserve the existing entrance and exit at the West Terminal including the provision of parking pursuant to the restrictions and limitations set forth in Sections 4.4 and Section 4.6 of the Lease and as shown in Exhibit D of the Lease, with such parking to be utilized by airport employees and as rental car parking. Avports will design and operate the designated parking area to accommodate precisely 450 such parking spaces. For the avoidance of doubt, neither the Authority nor Avports will consent to any amendment to the Lease that modifies these parking requirements without first obtaining the consent of East Haven.

5. East Haven Commitments Following Enabling Legislation

Upon adoption of the Legislation, East Haven will proceed as follows:

- a. Agree to abide by any decision of the U.S. Court of Appeals for the D.C. Circuit regarding issuance of the FAA's Finding of No Significant Impact with respect to East Haven's appeal of that determination without further appeal.
- b. Direct East Haven staff and advisors, as appropriate, to make themselves available in a timely manner to Avports and its advisors to engage in the Technical Review and provide detailed constructive feedback in an expeditious manner.
- c. Direct East Haven planning staff and advisors, as appropriate, to review the Zoning Application in an expeditious manner.

For the avoidance of doubt, nothing in this MOU shall constrain in any way the right of East Haven to request hearings (including the opportunity to make public comments) with respect to any permit or approval sought in relation to the East Terminal Project, and to appeal or otherwise contest any permit or approval that East Haven deems to be unsatisfactory. Notwithstanding the foregoing, subsequent to the issuance of the Building Permit or Building Permits as defined in Section 3 of the Legislation, East Haven shall not take any action to interfere with the East Terminal Project, provided that nothing shall prohibit East Haven from taking any action (including but not limited to legal action) to enforce (i) Avports' compliance with the approvals issued for the East Terminal Project, including but not limited to those approvals related to zoning, traffic, wetlands mitigation, stormwater management, flood plain management, and other environmental matters, or (ii) adherence by any party (including but not limited to any Party to this MOU) to its obligations under any definitive agreement with East Haven.

6. New Haven Commitments Following Enabling Legislation

Upon adoption of the Legislation, New Haven will proceed as follows:

- a. Work collaboratively and in good faith with East Haven, the Authority, and Avports on the development and implementation of traffic mitigation and traffic flow improvements associated with airport operations and related development as described in Section 4.h and Section 4.i, including the new Dodge Avenue egress, including by sharing relevant data, participating in planning discussions, and evaluating reasonable mitigation measures.
- b. Refrain during the next year from seeking to amend the Lease without the consent of East Haven to (i) diminish in any way East Haven's rights with respect to Avports' obligations to make payments to East Haven for traffic mitigation, noise mitigation, and other community benefits (per Section 4.y); or (ii) modify the retention of the existing West Terminal parking and entrance and exit (per Section 4.z).

7. Additional Definitive Agreements Anticipated Between Avports, the Authority, and East Haven

Prior to commencement of construction, the Parties acknowledge that Avports and East Haven, with the participation and consent of the Authority where required, intend to negotiate and enter into additional definitive and binding agreements addressing the following matters:

- a. **Police Services Agreement.** The Parties acknowledge that East Haven has primary responsibility for law enforcement within portions of the airport located in East Haven, including emergency response, and that the airport is federally required to maintain law enforcement capability sufficient to enforce security requirements and respond to emergencies. Avports will reimburse East Haven for the cost of East Haven police officers needed to staff shifts on airport grounds beyond those otherwise required for East Haven's baseline responsibilities, including in response to any existing or future FAA requirements for such staffing. The contemplated agreement is expected to address staffing methodology, scheduling, applicable reimbursement rates, and accountability.
- b. **Primary Service Area Responder Agreement.** Avports acknowledges that East Haven, through the East Haven Fire Department, holds the primary service area responder designation for emergency medical services ("EMS") response for the portion of the airport in East Haven. Avports, therefore, will not contract separately with a private ambulance or EMS provider for EMS response at the airport. Avports will continue to rely on its own employees for the provision of FAA-required airport rescue and firefighting ("ARFF") services consistent with the obligations of its Part 139 operating certificate.
- c. **Mutual Aid Agreement.** Avports, the Authority, and East Haven intend to negotiate in good faith and enter into a mutual aid agreement for fire services, other than ARFF services consistent with Avports' obligations under its Part 139 operating certificate.
- d. **Reimbursement for Legal Costs.** Avports will reimburse East Haven for a portion of its legal expenses incurred in relation to the East Terminal Project before execution of the contemplated definitive agreement, on the following schedule: (i) approval of the site plan by East Haven - \$50,000; (ii) issuance of a final building permit - \$75,000; and (iii) financial close for the airport financing - \$125,000.
- e. **Funding for Oversight and Compliance.** Upon the adoption of the Legislation, Avports will reimburse East Haven for reasonable and documented legal and consulting services associated with Project oversight and compliance, including review of Avports' compliance with airport expansion obligations, addressing community concerns, and providing recommendations, but excluding action or litigation against Avports or the Authority or support thereof. The anticipated reimbursement caps are: (i) until the earlier of issuance of a certificate of occupancy for the East Terminal Project and March 31, 2028, \$150,000 per year; and (ii) thereafter until the earlier of two years following issuance of a certificate of occupancy and March 31, 2030, \$50,000 per year.

8. Non-Waiver of Legal Positions

Nothing in this MOU shall constitute a waiver, admission, concession, or impairment of any Party's present or future legal position with respect to any matter, including:

- a. The tax-exempt status of the airport; or
- b. The applicability of municipal zoning, inland wetlands, floodplain, traffic, or other regulatory jurisdiction over the East Terminal Project.

9. Conditions and Timing

The framework reflected in Sections 3 through 7 of this MOU is expressly conditioned upon adoption, on or before May 6, 2026, of the Legislation, unless the Parties later agree otherwise in writing.

If the Legislation is not adopted on or before May 6, 2026, or if the Parties mutually determine that the contemplated framework is no longer practicable, then this MOU may be terminated in accordance with Section 16.

10. No Implied Approval; Future Governmental Action

Nothing in this MOU shall be construed as requiring New Haven, East Haven, the Authority, or any officer, board, commission, agency, employee, or representative of any of them to take any action that would violate applicable law or improperly predetermine, bind, or surrender the exercise of future legislative, regulatory, zoning, permitting, traffic, wetlands, environmental, police-power, fiduciary, or other governmental or quasi-governmental discretion.

Without limiting the foregoing, any future legislation, zoning action, map amendment, text amendment, site plan approval, coastal site plan review, permit, OSTA recommendation, CT DEEP approval, USACE approval, FAA action, or other governmental determination remains subject to whatever process, standards, public participation requirements, evidentiary record, decision-making discretion and appeals rights and process are required by applicable law.

This MOU is intended to promote cooperation and a common framework for further action, not to dictate the outcome of any future public proceeding.

11. Confidentiality and Public Communications

The Parties agree to coordinate closely on all public communications relating to this MOU, the Legislation, and the negotiation process in order to ensure that accurate and consistent information is available to the public. To that end, the Parties will issue an initial joint press release or public statement that reflects the shared commitment and vision of all Parties. Until that joint statement is issued, each Party will consult with the other Parties before making any public statement specifically describing the Legislation, the substance of the negotiations, or negotiation strategy, except as required by law or as reasonably necessary in connection with legislative, regulatory, or judicial proceedings. Upon issuance of that joint statement, each Party is free to communicate publicly without prior coordination.

The Parties are committed to transparency in advancing the East Terminal Project to the greatest possible extent, recognizing the value of robust public input, including via state and local permitting processes and at public hearings. Notwithstanding the foregoing, the Parties acknowledge that: (i) the negotiation of future definitive agreements may require appropriate confidentiality to enable those negotiations to proceed in a constructive fashion; and (ii) each of the Parties has an interest in preserving their respective rights in existing or potential future legal proceedings. To that end, each Party acknowledges that unless otherwise agreed and until they are executed, any future definitive agreements and all drafts, negotiation communications, work product, and materials exchanged prior to final execution constitute confidential settlement communications made for the purpose of resolving disputed claims and are intended to be protected from disclosure and treated as inadmissible in any legal proceeding to the fullest extent permitted by Federal Rule of Evidence 408 and Connecticut Code of Evidence § 4-8. The Parties further acknowledge that such materials are not intended to be used as evidence of liability, fault, or the validity or invalidity of any claim, except as otherwise required by law.

12. Cooperation

During the term of this MOU, each Party shall use good-faith, commercially reasonable, and diligent efforts to advance the framework described herein, including continued participation in discussions regarding the Legislation and later definitive agreements.

13. Municipal and Regulatory Discretion; No Unlawful Contracting Away of Authority

The Parties acknowledge that New Haven and East Haven act through their respective elected bodies, boards, commissions, agencies, officers, and employees, and that the Authority likewise remains subject to its statutory powers and obligations. This MOU shall be interpreted so as not to constitute an unlawful contracting away of governmental, regulatory, or statutory authority.

To the extent any provision of this MOU could be read to require action inconsistent with the foregoing principle, such provision shall instead be read as an agreement to consider, process, consult, cooperate, advocate, or use good-faith efforts to the maximum extent permitted by law.

14. No Third-Party Beneficiaries

This MOU is solely for the benefit of the Parties and their respective permitted successors and assigns, and nothing in this MOU, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, claim, or remedy of any nature whatsoever.

15. Governing Law

This MOU and any dispute concerning its interpretation shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict-of-laws principles.

16. Termination

This MOU shall terminate automatically upon the earliest to occur of the following, unless the Parties agree to a further extension: (a) the written agreement of all Parties to terminate; (b) the failure of the Legislation to be adopted on or before May 6, 2026, unless the Parties otherwise agree in writing; (c) the execution by the Parties of a superseding agreement addressing substantially the same subject matter; or (d) the failure to obtain a final building permit or building permits to enable the construction of the East Terminal Project within nine (9) months of the execution of this MOU.

Termination of this MOU shall not affect those sections that are expressly stated to be binding or intended by their nature to survive, including Sections 8, 10, 11, 12, 13, 14, 15, 16, and 17, which will survive any termination hereof.

17. Miscellaneous

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

This MOU may be amended only by a written instrument signed by all Parties.

Headings are for convenience only and shall not affect interpretation.

Signatures

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF NEW HAVEN

By: _____
Name: Justin Elicker
Title: Mayor
Date: _____

TOWN OF EAST HAVEN

By: _____
Name: Joseph A. Carfora
Title: Mayor
Date: _____

TWEED-NEW HAVEN AIRPORT AUTHORITY

By: _____
Name: Robert Reed
Title: Chairman
Date: _____

THE NEW HVN LLC

By: _____
Name: Marc Ricks
Title: Chief Executive Officer
Date: _____