



RIGHT OF ENTRY

Pease Development Authority Division of Ports and Harbors (“PDA-DPH”) with an address of 555 Market Street, Portsmouth, NH 03801 (the “Premises”), under authority set forth in NH RSA 12-G, grants a Right of Entry (“RoE”) to **B.M. Matthews, Inc. /F/V Ocean Venture (“Matthews”) of 21 Sophie Lane, Hampden, ME 04444**, to use property of the State of New Hampshire pursuant to the terms of this RoE and for no other uses unless expressly authorized in writing:

PREMISES: **Market Street Terminal
555 Market Street
Portsmouth, NH 03801**

PURPOSE OF RoE: Use of pier to unload catch of fish from the F/V Ocean Venture

PERIOD OF USE: **January 1, 2022 through December 31, 2024**

FEE: Applicable terminal fees per Exhibit B, including but not limited to the following:

- Pier Use Permit fee-annually
- Wharfage for year 1, January 1, 2022 through December 31, 2022: \$5.00 per ton of fish discharged
- Second and Third years to be determined prior to the beginning of each term
- Security/TWIC \$37 per hour where applicable

This RoE is given to **Matthews** subject to the following conditions:

1. The term of the RoE shall begin on **January 1, 2022** and expire on **December 31, 2024**.
2. **Matthews** is authorized to utilize the Premises for the purpose of unloading its catch of fish. **Matthews** agrees to work cooperatively with PDA-DPH and to abide by all restrictions on use which may be imposed to ensure the interests of the terminal are being served and met at the Premises.
3. **Matthews** shall obtain a separate Pier Use Permit in connection with its charter operation which allows nonexclusive access to the Premises pier, in accordance with N.H. Administrative Rules Part Pda 600.
4. **Matthews** shall be familiar with and follow Administrative Rules CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Divisions web site, www.portofnh.org.
5. Use of the Premises by **Matthews** may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to, and use of, the Premises. PDA-DPH agrees to work cooperatively with **Matthews** to accommodate its needs, if possible, during such periods of time.

B. M. Matthews, Inc.

Right of Entry, Market St. Terminal

pg. 2

6. In accordance with Administrative Rule Pda 603.11 (a), **Matthews** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.

7. In accordance with Administrative Rule Pda 603.11 (b), **Matthews** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.

8. **Matthews's** shall not use, store or release any hazardous substances on the Premises for the duration of this RoE. As used in this RoE, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is: (i) defined as "hazardous waste," under New Hampshire RSA ch.147-A; (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B; (iii) oil, gasoline or other petroleum product, (iv) asbestos; (v) listed under or defined as "hazardous substance" pursuant to Parts Env-Wm 110, 211-216, 351-353, 400-100 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601); and (ix) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

9. **Matthews** shall maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the floating concrete docks.

10. **Matthews's** use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the Premises.

11. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by **Matthews**, or any of its employees, agents, servants, invitees, licensees, or contractors, use of the Premises shall be reimbursed by **Matthews** within 30 days.

12. The Premises' natural features will not be altered or disturbed in any way and all areas so altered or disturbed as a result of **Matthews's** use of the Premises will be repaired or fully restored by **Matthews** prior to the termination of the RoE.

13. **Matthews** shall pay PDA-DPH all applicable fees as set forth in the Terminal charges, Exhibit B, which include, but are not limited to:

- a. Pier Use Permit fee-annually
- b. Security/TWIC \$37 per hour where applicable
- c. Wharfage for year 1, January 1, 2022 through December 31, 2022: \$5.00 per ton of fish discharged. Second and Third years to be determined prior to the beginning of each term

Applicable charges shall be made payable and forwarded to PDA-DPH, 555 Market St.,

B. M. Matthews, Inc.

Right of Entry, Market St. Terminal

pg. 3

Portsmouth, NH 03801.

14. **Matthews** use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, servants, invitees, licensees, or contractors upon the Premises and/or the exercise of any of the authorities granted herein, unless said loss, damage, injury, or death is caused solely by the negligent act(s) of the PDA-DPH. **Matthews** shall indemnify, defend (with counsel acceptable to the PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this RoE:

- A. from any condition of the Premises, including but not limited to any building, structure, or improvement thereon for which **Matthews** has use of or has taken possession of hereunder, except to the extent said condition is caused solely by the negligent act(s) of the PDA-DPH;
- B. from any breach or default on the part of **Matthews** to be performed pursuant to the terms of this RoE or from any act or omission of **Matthews** or any of its agents, contractors, servants, employees, licensees or invitees; or
- C. from any accident, injury, death, loss, or damage whatsoever caused to any person or property occurring during the term of this RoE on or about the Premises (including but not limited to any dock and pier areas) arising out of or incidental to: 1) the use, management, or control of the Premises by **Matthews** or any of its agents, contractors, servants, employees, licensees, or invitees; or 2) activities which are undertaken pursuant to or subject to this RoE.

15. On or before the effective date of this RoE, **Matthews** shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A. Please note, these are minimum insurance requirements designed to protect the interests of PDA-DPH, and the State of NH.

16. **Matthews** shall coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all requests of said agency and with all applicable rules and regulations of the Market Street Marine Terminal.

17. **Matthews** shall submit a list of employees and/or sub-contractors/agents that will be accessing the property and update the list, as necessary, over the term of this RoE. Such person's shall provide proof of identity at the entry point of the Premises.

18. The Division Director or its designee may, at his or her sole discretion and for the purposes of safety or other operational factors, relocate **Matthews** or its areas of use of the Premises as may be required or necessary.

19. **Matthews** shall secure all necessary Federal, State and municipal and/or local permits in connection with the operations described herein. If requested, **Matthews** shall provide copies of any and all permits to PDA-DPH as required.

20. **Matthews** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.

B. M. Matthews, Inc.

Right of Entry, Market St. Terminal

pg. 4

21. **Matthews** shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at the Premises and for picking up garbage and rubbish its operations generate and depositing same at a designated location on the Premises where PDA-DPH can dispose of it.

22. **Matthews** may not self-fuel any boat used in connection with this RoE on the premises. **Matthews** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner and associated vessel must have a fuel variance approved by the Office of the State Fire Marshall in accordance with BULLETIN #2015-07 as may be amended from time to time. Subject to increases which may be implemented from time to time, the vendor will pay PDA-DPH \$0.10 per gallon.

23. Upon the termination of this RoE, **Matthews** shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. All **Matthews'** property shall be removed upon termination of the RoE.

24. **Matthews** shall observe and adhere to all United States Coast Guard Maritime Security regulations, the Tenant Security Guide (**Exhibit C**) and orders/requests by the Division Director, Operations Manager, the Premises Security Officer, and/or any of their designees.

25. **Matthews** shall provide all necessary and required safety equipment and training for the uses allowed under this RoE. **Matthews** shall provide a copy of the Tenant Security Guide (Exhibit C) to all of its agents, contractors, servants, employees, licensees, or invitees.

26. No provision of this RoE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this RoE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this RoE to the extent such are permitted by NH RSA Ch.491.8 as the same may be amended. The provisions of this paragraph 17, as well as the provisions of paragraph 9, shall survive the termination of this RoE.

27. **Matthews** may terminate this RoE by giving PDA-DPH thirty (30) days advance notice in writing, conditioned upon the payment of all Fees owed to the PDA-DPH.

28. This RoE may be terminated by PDA-DPH at any time without cause or in the event of the failure of **Matthews** to perform, keep, and observe any of the conditions of the RoE and the failure of **Matthews** to correct the default or breach within the time specified by PDA-DPH by giving **Matthews** thirty (30) days written notice of termination. This RoE may be terminated immediately by PDA-DPH in the event **Matthews** fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise the safety or health of PDA-DPH employees, PDA-DPH tenants, or of the general public.

29. In the performance of this RoE, **Matthews** is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither **Matthews** nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any RoE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

B. M. Matthews, Inc.

Right of Entry, Market St. Terminal

pg. 5

30. In connection with the performance of this RoE, **Matthews** shall comply with all statutes, laws, regulations and orders of federal, state, county and/or municipal authorities which shall impose any obligations or duties on **Matthews**.

31. This RoE may not be assigned or transferred without the express written approval of the PDA-DPH.

32. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

33. This RoE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank, signature page follows]

B. M. Matthews, Inc.
Right of Entry, Market St. Terminal
pg. 6

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 12/9/2021

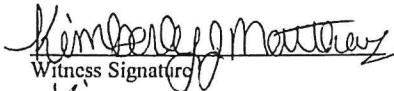
Baeline A. O'Neil
Witness signature


Paul E. Breen, Executive Director, PDA

Baeline A. O'Neil
Witness printed name

B. M. Matthews, Inc.

Date: 12/16/2021


Witness Signature
Kimberly Matthews
Witness Printed Name

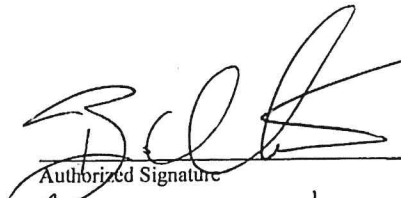

Authorized Signature
Barry Matthews/owner
Printed Name/Title

EXHIBIT A

TO: RIGHT OF ENTRY HOLDERS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CHARTERS OPERATING ON PROPERTY OF THE STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

Right of Entry holders are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. The following are the minimum requirements for insurance coverage:

1. **Protection and Indemnity:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
2. **Dockside liability endorsement:** Covering piers, gangways, and docks.
3. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
4. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
5. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors
555 Market St.
Portsmouth, NH 03801
6. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
7. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
8. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

For questions, please contact the Pease Development Authority Legal Department at (603) 433-6348.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS
555 MARKET STREET
PORTSMOUTH, NH 03801
603-436-8500

TERMINAL CHARGES
January 01, 2007
Amended March 1, 2009
Amended January 24, 2017

A. DOCKAGE:

(The term dockage refers to the charges assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.)

\$0.29 cents per net registered ton per twenty-four hour period or a fraction thereof, with a minimum charge of \$500.00 per twenty-four hour period or a fraction thereof.

\$1.70 per ft. per twenty-four hour period or a fraction thereof for subchapter T and subchapter K (small passenger vessel), tugs without tows or barges without certificate of registry.

B. WHARFAGE:

(Wharfage refers to a charge assessed against the vessel on all cargo and containers, full or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at the wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.)

Dry Bulk Cargo	\$0.85 per net ton
Containers 20 and 40 Ft length (loaded)	\$15.00 per container
Containers 20 and 40 Ft length (empty on return cycle)	No Charge
Passengers embarking or disembarking	\$2.50 per passenger
Heavy Lift Cargo	\$300.00 minimum per pick, charges to be determined in advance
Cargo, NOS	\$1.75 per net ton
Minimum Charge per Vessel	\$300.00
Trucks, Buses, Vans	

any size to ships' side	\$120.00 each entry onto the terminal.
Parking	
Trucks, buses, vans	\$20.00 per day
passenger cars	\$5.00 per day

C. VESSEL DOCK LINES:

Line handlers are arranged by the Ship's Agent(s) or representative. All contractors are required to meet all insurance requirements of the PDA-DPH.

PDA/DPH reserves the right to approve or reject line handling procedures according to prevailing circumstances.

D. TERMINAL LABOR:

Arranged by cargo owner, consignee, contractors or subcontractors. All contractors are required to meet all insurance requirements of the PDA-DPH.

E. SECURITY and TWIC ESCORT:

\$37.00 per hour

F. CRANE RENTAL:

All cranes are the responsibility of the customer either by rental or ownership. Documentation of crane certifications and certificates of insurance must be produced for inspection. Certified operators only.

G. FORKLIFT/SMALL EQUIPMENT RENTAL;

All equipment is the responsibility of the customer either by rental or ownership. Documentation of certifications (where applicable) and certificates of insurance must be produced for inspection. Certified operators only.

H. LIGHTS:

\$100.00 per night

I. WAREHOUSE SPACE:

\$6.50 per sq. ft., per annum, net of utilities

J. FRESH WATER

\$20.00 per 100 cubic feet, \$100.00 minimum per delivery.

K. FLUIDS TRANSFER:

See PDA-DPH fuel/bunkers ROE contracts with vendors.

L. ELECTRICAL:

Available. Price to be determined. All service installation(s) and disconnects for shippers account.

M. NON-HAZARDOUS WASTE DISPOSAL:

Outside contract/vessel.

- N. **STORAGE**
To be arranged in advance of cargo delivered to terminal.
Outside paved, uncovered.
\$63,000.00 per acre per annum
- O. **FREE TIME:**
5 days beginning at 0800 hrs on the day following discharge for inbound cargo or entry into the terminal for outbound cargo excluding weekends and holidays.
- P. **POINT OF REST:**
To be determined by the PDA/DPH prior to arrival of cargo/equipment.
- Q. **MINIMUM INSURANCE REQUIREMENTS:***
All contractors and subcontractors engaged in activities at the Market Street Terminal shall provide proof of insurance coverage.
1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
 2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
 3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
 4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
 5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
 6. **Additional Insureds:** Pease Development Authority-Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
 7. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
 8. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
 9. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
 10. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
 11. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

*Coverage amounts may be greater, subject to nature of activities conducted on PDA-DPH property

ITEMS A - Q ARE FOR INFORMATIONAL PURPOSES

ALL FINAL CONTRACTUAL AGREEMENTS ARE SUBJECT TO APPROVAL BY THE PEASE DEVELOPMENT AUTHORITY IN ACCORDANCE WITH NEW HAMPSHIRE STATUTE

ANY ADDITIONAL/UNFORESEEN COSTS OTHER THAN WHAT IS STATED ABOVE IS TO BE PAID FOR BY THE CUSTOMER

ALL PROJECTS ARE SUBJECT TO THE AVAILABILITY OF THE FACILITIES AT THE TIME

TERMS ARE NET, COMPLETION OF THE PROJECT; UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE FOR CREDIT

A DEPOSIT MAY BE REQUIRED BEFORE THE BEGINNING OF ANY PROJECT

THE PDA/DPH IS TO BE NAMED AS AN ADDITIONAL INSURED FOR ALL CARGO AT THE TERMINAL AND FOR SHIP LOADING OPERATIONS

CERTIFICATES OF INSURANCE MUST BE RECEIVED BEFORE THE RECEIPT OF CARGO AND START OF WORK

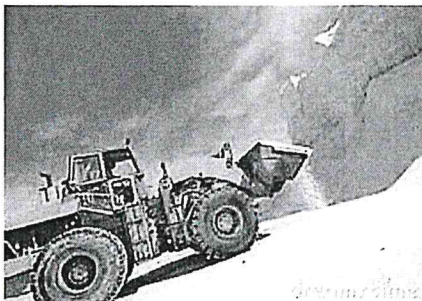
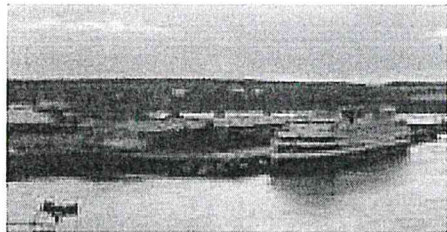
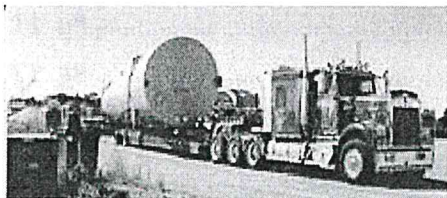
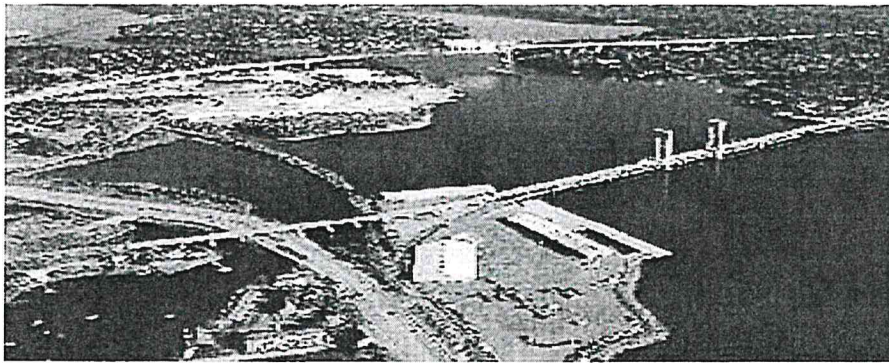
FUEL AND BUNKERS DELIVERIES:

In accordance with current **BULK FUEL DELIVERY CONTRACTS** all fuel and bunkers deliveries are by PDA-DPH approved vendors only. GASOLINE IS PROHIBITED. Proof of compliance with applicable sections of 33 CFR and 46 CFR required. The following flow fee for fuel and bunkers deliveries is currently in effect:

- \$0.01 per gallon for up to 50,000 gallons
- \$0.005 per gallon in where the delivery exceeds 50,000 gallons

Port Authority of the
State of New Hampshire

Tenant Security and Safety Guide



NH Port Authority
555 Market Street
Portsmouth, NH 03801
Phone: 603.436.8500
Fax: 603.436-2780
E-mail:
t.shattuck@peasedev.org

November 2021

Table of Contents

EMERGENCY CONTACT NUMBERS.....Pg. 1

ENTRY CONTROL.....Pg. 2

TRANSPORTATION WORKERS IDENTIFICATION CREDENTIAL (TWIC) ESCORT GUIDE.....Pg. 3

TERMINAL TRAFFIC MONITORING PLANS.....Pg. 5

MARINE TERMINAL SECURE AREA MONITORING DIAGRAM.....Pg. 6

MARINE TERMINAL GENERAL TRAFFIC PATTERN DIAGRAM.....Pg. 7

MARINE TERMINAL PERMANENT SECURE – RESTRICTED AREAS.....Pg. 8

SAMPLE MAIN PIER SECURE – RESTRICTED AREA ESCORTING PLAN.....Pg. 9

SECURITY HOURS OF OPERATION—EXTENDED HOUR REQUESTS—BILLING PROCESS.....Pg. 10

SAFETY COMPLIANCE REQUIREMENTS.....Pg. 11

SAFETY EQUIPMENT REQUIREMENTS—MATRIX.....Pg. 12

GENERAL PARKING PLAN.....Pg. 13

GSM AND MORTON GENERAL SALT OPERATIONS PLANS AND TRAFFIC PATTERNS.....Pg. 14

EMERGENCY CONTACT NUMBERS

Title or Agency	Name	Phone	Email
Security Kiosk	Guard on Duty	(603) 766-9847	
Port Director	Geno Marconi	(603) 365-0503	g.marconi@peasedev.org
Chief Harbor Master	Tracy Shattuck	(603) 365-0505	t.shattuck@peaedev.org
Deputy Chief Harbor Master	Cheryl Clancy	(603) 312-9079	c.clancy@peasedev.org
Operations Manager	Whit Anderson	(603) 812-1426	w.anderson@peasedev.org
Security Supervisor	Dan Pollinger	(603) 812-3777	d.pollinger@peasedev.org
Main Office		(603) 436-8500	
Portsmouth Police Dept.	Dispatch	(603) 431-1500*	
Portsmouth Fire Dept.	Dispatch	(603) 431-1515*	
Rockingham County Sheriff	Dispatch	(603) 772-4716*	
US Coast Guard-Newcastle	Duty Officer	(603) 433-7324	
US Coast Guard	Duty Officer	(207) 767-0303	

***CALL 911 FOR EMERGENCY SITUATIONS**

ENTRY CONTROL

Introduction: The Code of Federal Regulations under Title 33, Part 105 (CFR,) and the Marine Terminal Facility Security Plan (FSP) contain stringent requirements which require the New Hampshire Port Authority (NHPA) to;

- Control access to the facility;
- Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and to;
- Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC, or is escorted by an authorized person with a valid TWIC.

CFR 105.255, (a), (1) – (4).

With these three basic mandates in mind and in contemplation of the rules and regulations contained within the CFR and the FSP, the NHPA has created this security guide for tenant organizations and contracted companies conducting business at the Market Street Marine Terminal.

Identification required: All who seek entry into the facility are required to produce some form of government issued identification when entering, e.g. Transportation Worker Identification Credential (TWIC); Port Authority issued identification card; State issued driver's license or non-drivers identification; Passport; Military identification, etc.

The guard is required to log the name, time and date, and vehicle information of everyone who enters the facility. Over time, the guards posted at the gate will come to learn your name, the company you work for and your purpose on the terminal which will make your entry to the facility much quicker.

Escorting Requirements: All who enter the facility must be either in possession of a TWIC or be escorted by a person with a TWIC. A TWIC holder may escort up to 10-people within secured areas of the facility and up to 5-people in restricted areas. Please refer to the attached TWIC ESCORT GUIDE on Page 3 for further information on the requirements.

Random Vehicle Inspections: All vehicles entering the facility may be subjected to an inspection. These inspections are conducted in both the inbound and outbound lanes at a random rate which is determined by Department of Homeland Security (DHS) rules in the CFR and the facility's FSP.

Visitors and Deliveries: Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.

Emergencies: Call 911 in all emergencies. As time allows, call 436-8500 to report the situation to the Port Authority.

TWIC Escort Guide

PURPOSE

The purpose of this guide is to provide the reader with the information necessary to meet the Market Street Marine Terminal requirements for Transportation Worker Identification Credential (TWIC) holders who escort non-TWIC holders in secure and restricted areas. Upon review of this guide, the reader should have a basic understanding of the following:

- Background and purpose of the TWIC program;
- Definitions of Secure and Restricted Areas, Escorting, Monitoring and Physical side-by-side accompaniment;
- Knowledge of the Port of New Hampshire Tenant Facility escorting procedures;
- Quick response measures and contingency plans if an escorted individual is engaged in activities other than those for which escorted access was granted.

BACKGROUND

The Maritime Transportation Security Act (MTSA) of 2002 and Security and Accountability for Every (SAFE) Port Act of 2006 required the Department of Homeland Security to establish rules to prevent an unauthorized person from getting into a secure area of a vessel or facility that has a security plan.

The law requires the use of a standardized identification card. This ID is known as the "Transportation Worker Identification Credential" or "TWIC". The TWIC stores the holders identifying information, to include certain information collected from the holders fingerprint. This "biometric" information allows for the positive identification of the person in possession of the TWIC. To get a TWIC, an applicant must pass a Security Threat Assessment (STA) performed by the federal government. The assessment helps federal authorities decide if an applicant poses a security risk to the transportation industry.

Once the holder receives their TWIC, they may be granted unescorted access to secure and secure-restricted areas within a facility. *However*, having a TWIC does not give a person seeking entry authority to unescorted access to *all* marine terminals and facilities. Regardless of the TWIC holders desire or need to enter a given facility, a person holding a TWIC must also have permission from the Facility Security Officer (FSO) or his/her designee for unescorted access.

There are some people who do not need to have a TWIC for unescorted access. These include Federal officials, State or local law enforcement officers, or State or local emergency responders, all of whom may access secure and restricted areas unescorted in the course of performing their official duties.

SECURE AND SECURE-RESTRICTED AREAS

Under MTSA rules, an owner or operator *must* designate certain areas of their facility as secure or secure-restricted. These designations are made based on the business performed at the facility.

A **secure area** is an area that has security measures in place for access control.

A **restricted area** is a part of a secure area that needs more limited access and higher security.

See Pg. 8 for a list and map of the restricted areas existing at Market Street Terminal.

Note: Being in a secure or secure-restricted area without authorization is a breach of security and is against the law.

ESCORTING IN A SECURE BUT NON-RESTRICTED AREA

Under federal law, the escorting requirement in *secure but non-restricted areas* is met through the physical accompaniment of no more than ten (10) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must ensure that an individual they are escorting is not engaging in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security in accordance with the existing approved facility security plan. At the terminal, tenants meet this requirement by communicating with hand-held radios, cellular phones and land-line telephones.

Side by side physical accompaniment is not always necessary as the federal law allows for *Monitoring within a secured area*. Monitoring of non-TWIC holding personnel within secure areas is conducted through a combination of lighting, security guards, and surveillance equipment. Bridge workers, landscapers, delivery drivers and others who do not hold a TWIC are often monitored by security personnel via the terminal's camera system as they conduct their business.

ESCORTING IN A RESTRICTED AREA

Under federal law, escorting in a *restricted area* can be accomplished only by side-by-side escort with an escort ratio of not more than five (5) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must be near and able to see the escorted individual(s) at all times he/she is in the restricted area. The authorized escort must provide reasonable assurance that the individual(s) under escort is/are not engaging in activities other than those for which access was granted. In all cases, there must be the ability to communicate a breach in security in accordance with the existing approved facility security plan which, just like the secure area, is accomplished with hand-held radios, cellular phones and land-line telephones.

ESCORTING FROM A VEHICLE

When conducting an in-vehicle tour of terminal grounds the escort ratio requirements are waived provided that no person(s) under escort exits the vehicle while on premises. Therefore, one TWIC holder could escort a bus full of personnel in any area of the terminal, provided no one exits the vehicle.

ESCORT QUICK-RESPONSE MEASURES

As an escort, you must plan to respond quickly if the individual you escort (a) enters an area without authority or (b) does something that you have not authorized. In the event the escorted individual(s) departs from the escort and/or exhibits suspicious behavior, or fails to comply with the escort procedure, you should attempt to gain compliance by a verbal request. If the individual does not comply, there has been a BREACH OF SECURITY and you are required to take the following measures:

- Immediately contact the Chief Harbor Master/FSO at the port office by phone (436-8500) or, call 911 if no one is available.
- Report the precise location and nature of the incident.
- From a safe distance, attempt to maintain visible contact with the individual;

Remember, never attempt to detain an individual during a breach of security. For your safety, always let the Chief or Deputy Chief Harbor Master, the local Police or Coast Guard personnel assess and resolve the situation.

TERMINAL TRAFFIC MONITORING PLANS

As noted previously, escorts who hold a valid TWIC may escort or monitor up to 10 non-TWIC holding visitors within the secure area. With this requirement in mind, the following plan has been devised in order to facilitate the movement of traffic while complying with the federal rules.

GENERAL DAY TO DAY OPERATIONS (Entire Terminal is considered a "Secure" area)

Morton and GSM Salt

1. Drivers who are picking up salt are checked in, and then monitored by the Gate Guard as they travel between the Guard Kiosk and the Scale House for weighing.
2. Drivers are then monitored by the clerk as they leave the Scale House enroute to the loading points at the salt piles.
3. Drivers are monitored by the front end loader operators at the loading points.
4. Finally, drivers are monitored by the guard who checks them out as they leave the facility.

Summary: Guards, Clerks and personnel off-loading the trucks are all TWIC holders. They physically monitor the drivers as they travel through the process while the guard monitors ALL activities via the security camera system. The Guard, Clerk, and equipment operators will communicate by land line, cellular phone or hand-held portable radio should the need arise.

Contractors and Tenants in General

1. Guards collect vehicle, driver and passenger information and record it in the entry control log.
2. TWIC holding employees are allowed unescorted access to the facility after being checked in.
3. In the event a Contractor or Tenant employee does not have their TWIC in their possession or they are a new employee, the employee will be escorted by a TWIC holder.

Deliveries

1. Pre-announced deliveries – Guards will collect vehicle and driver information and record it in the entry control log. They will then be permitted to make their delivery. The Guard will keep track of how long the driver is on the terminal and will call to check on their status if they have not left in a reasonable amount of time.
2. Unannounced deliveries – Guards will call the appropriate tenant to verify the delivery. The guard has the option to require a physical escort in all circumstances, but may monitor the driver after conversing with the tenant receiving the delivery.

Ship in Port

(Pier becomes a "Secure-Restricted" area once the ship is alongside with the rest of the terminal retaining the "Secure" area designation)

1. Employees who are contracted to work either a salt ship or a cargo ship that do not hold a TWIC, are checked in by the Gate Guard and monitored as they travel between the security kiosk and their respective work area where they will be met by their Tenant company TWIC escort.
2. The Tenant provides as many TWIC holders as necessary to monitor non-TWIC holders in the secure area (1 TWIC holder to every 10 non-TWIC holders).

3. The Tenant provides as many TWIC holders as necessary to escort non-TWIC holders on the main pier which is a secure-restricted area when a ship is in (1 TWIC holder to every 5 non-TWIC holders). See sample plan on Pg. 9.
4. Guard monitors all activities within both the secure area and the secure-restricted area via the security camera system, but primary escorting responsibilities fall on the tenant organization.

Summary: Movement within the "Secure" area where loading of cargo or off-loading of salt takes place is monitored by TWIC holders from the responsible Tenant company. As the vehicles needing to be loaded or carrying product move on to the pier in which the vessel is secured, they are entering a "Secure-Restricted" area. The ratio of TWIC holding escorts in the Secure-Restricted area is 1 to 5 as explained in "3" above. Though the Coast Guard advises they will use discretion during inspection activities, it is important for the responsible Tenant Company to make every effort to maintain this 1 to 5 escort ratio.

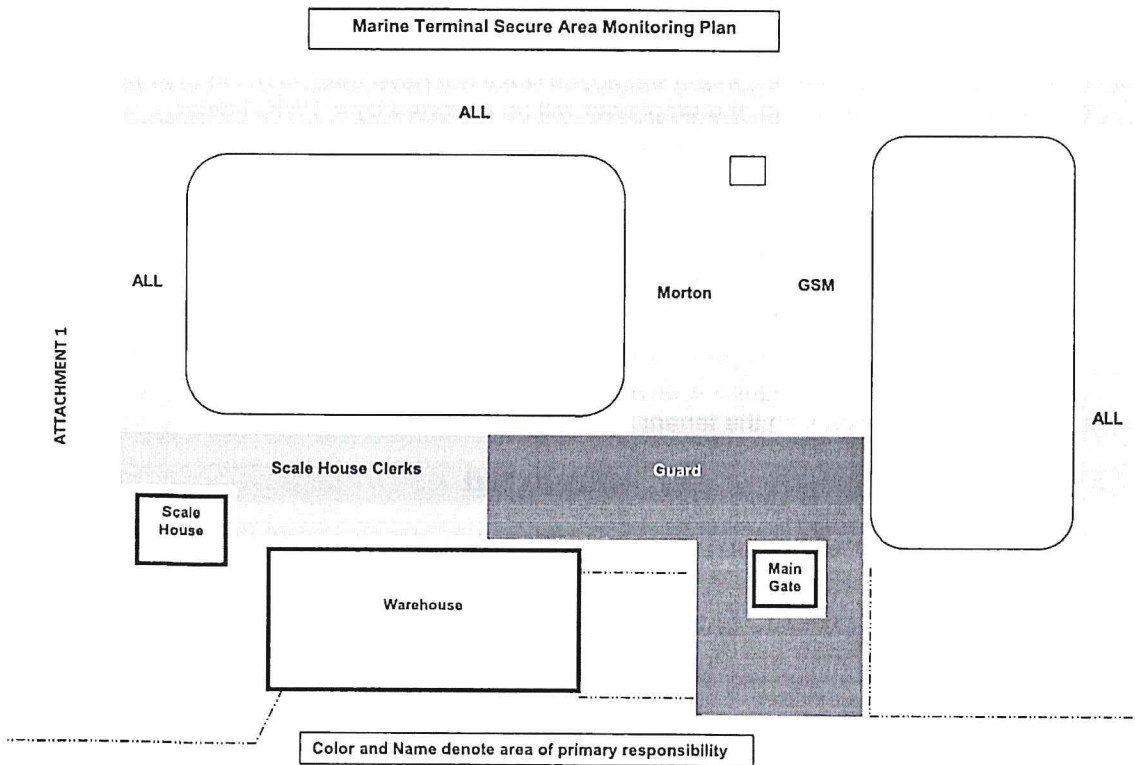
The Guard, Clerk and Supervisory employees of the responsible tenant companies will communicate by land line, cellular phone or hand-held portable radio as needed. Additionally, the Guard, when posted, will monitor activities within the "Secure-Restricted" area via the security camera system.

--The graphic below indicates the areas of monitoring responsibility of the tenant organizations, all personnel and the security officer.

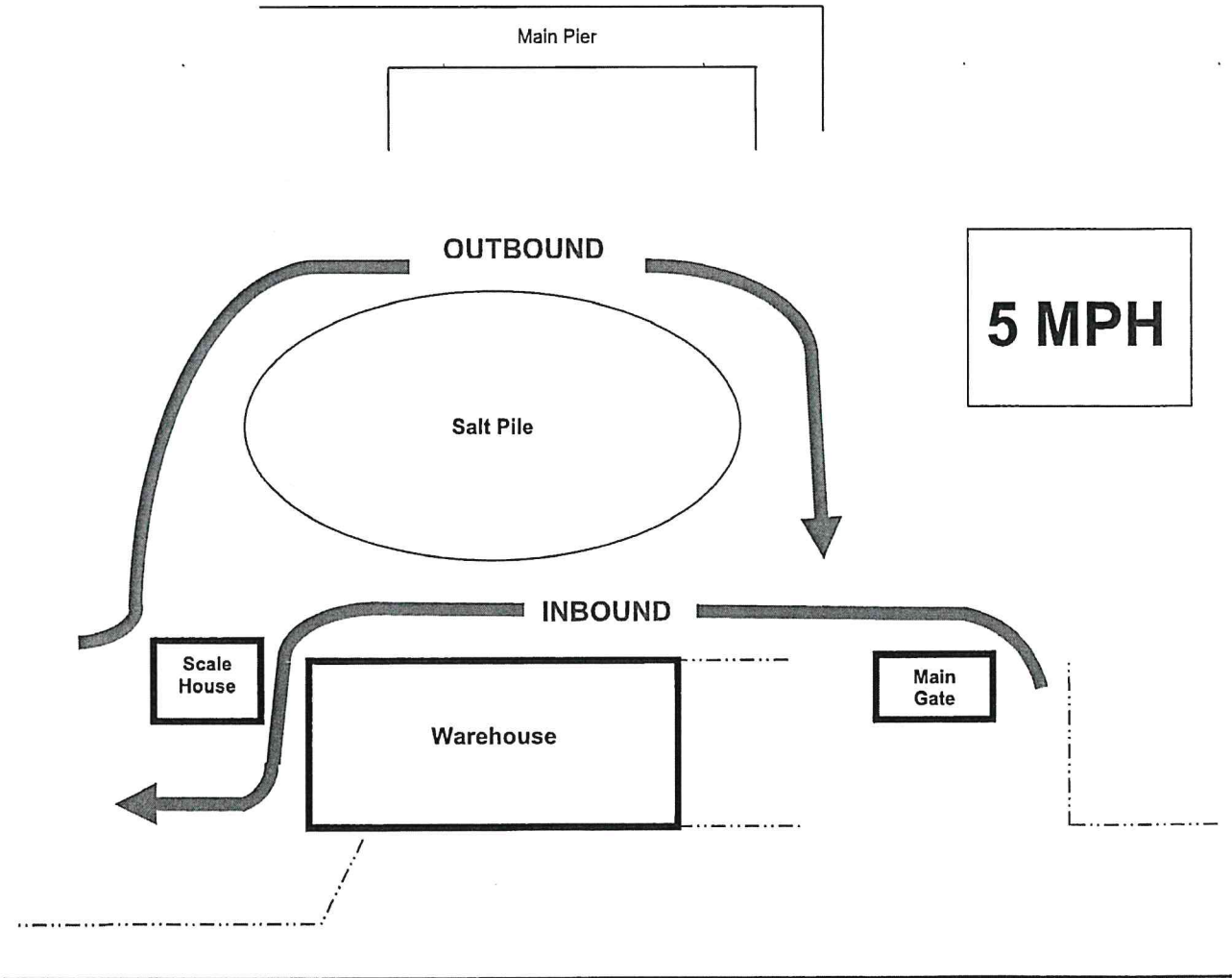
--The graphic on Pg. 7 shows the general traffic pattern for all operating within the terminal.

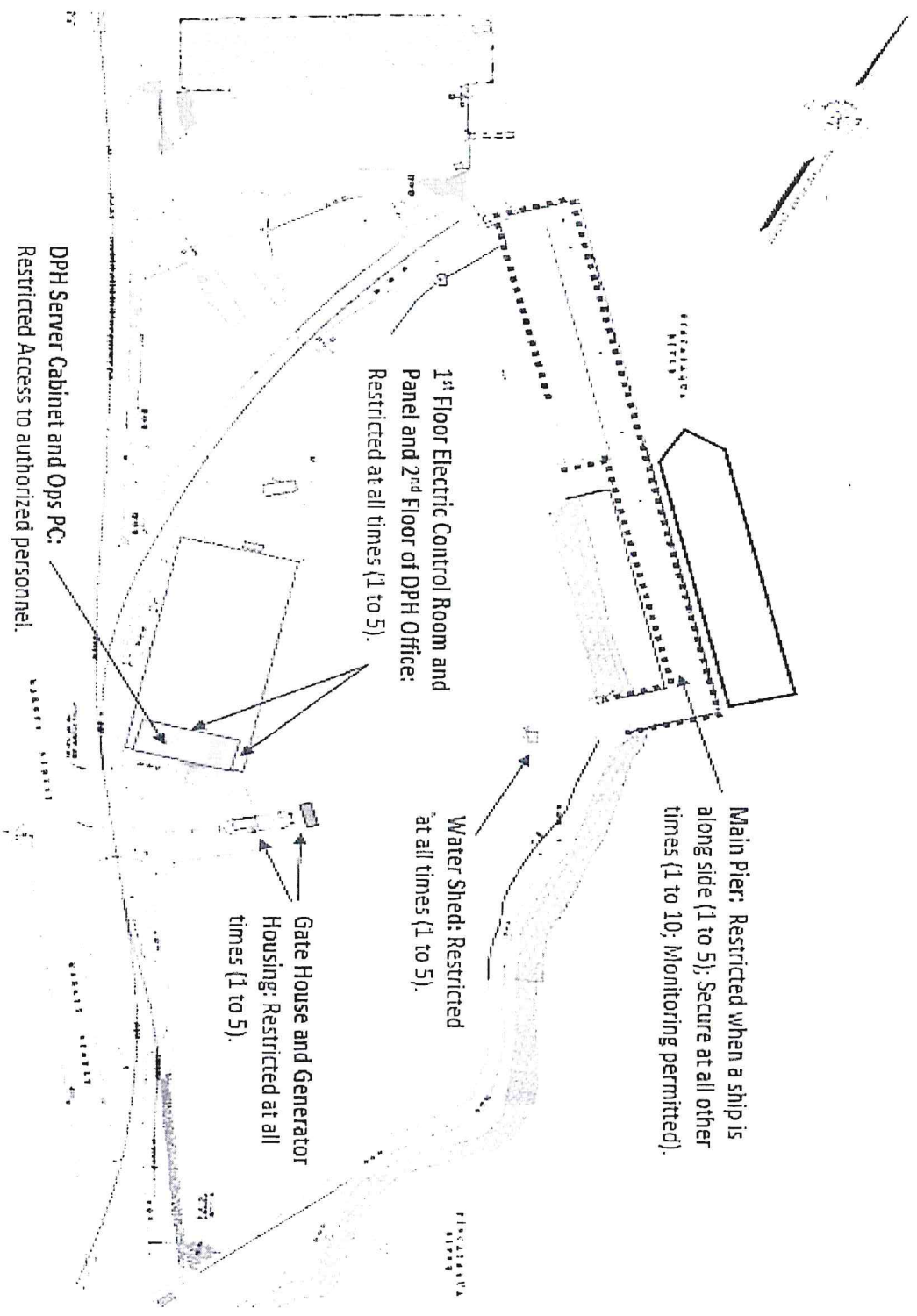
--Page 8 describes the Divisions Secure-Restricted Areas.

--Page 9 shows sample plans for tenants employing Secure-Restricted Area escorts for salt operations.



Marine Terminal General Traffic Pattern





Sample Main Pier Secure-Restricted Area Escorting Plan for Contracted TWIC Escorts

Introduction: Your Company has been hired to provide TWIC escort for truck drivers moving salt within the terminal. The Coast Guard requires that an authorized and trained person with a valid TWIC be posted within the Secure-Restricted Area to escort personnel who are not in possession of a TWIC.

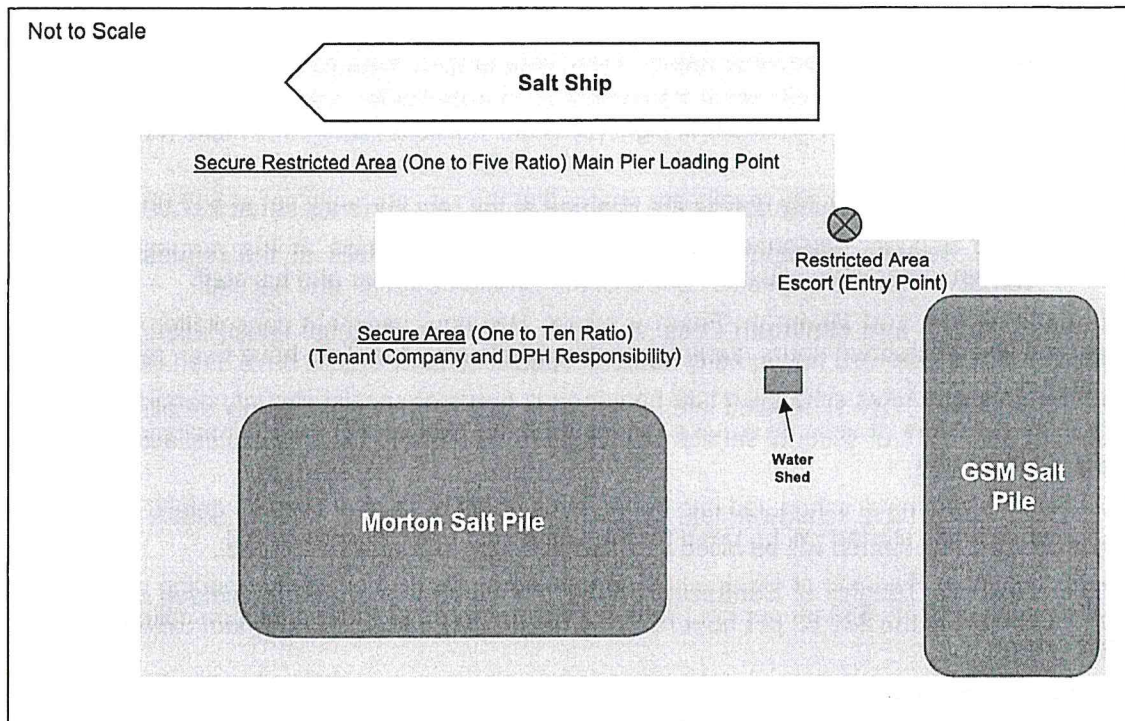
Drivers who do not have a TWIC will have a Red placard readily visible from the inside of the cab of their truck that says "NO TWIC". You should familiarize yourself with the trucks operating within the yard with drivers without a TWIC before starting your shift.

Should a Port Authority employee or USCG personnel ask you to point out who you are escorting at a given moment, please be able to answer their question in a timely fashion.

If you discover a violation or suspicious activity during your shift immediately call the security gate at (603) 766-9847 and report your observations to the guard.

Vehicles operating in the Secure area are the responsibility of authorized (Company Name) employees and DPH personnel who will monitor drivers that do not maintain a TWIC.

Remember. There should only be FIVE people on the main pier without a TWIC at any one time. If there are five personnel without a TWIC on the main pier operating and a sixth person without a TWIC attempts to enter the main pier, they must be advised to wait until at least one person without a TWIC leaves.



SECURITY HOURS OF OPERATION, REQUIREMENTS FOR REQUESTING EXTENDED HOURS AND BILLING PROCESS

- 1. Normal Hours of Operation:** The Port Authority provides a guard to control entry to the facility Monday through Friday, 0600 – 1600 (50-Hours), holidays excluded.
- 2. Extended Hours:** Port Authority security personnel are available beyond the normal work schedule and on holidays at a rate which is currently set at \$37.00 per hour.
- 3. Use of Port Authority personnel required:** As the "Owner or operator" of the Market Street Marine Terminal as defined in 33 CFR 105.200, and being empowered as the "Port Terminal Operator" responsible for "the security of the premises" under RSA 12-G:42, Para. V, the Division Director is responsible to; (1) Control access to the facility, (2) Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and, (3) Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC or is escorted by an authorized person with a valid TWIC, *CFR 105.255, (a), (1) – (4)*.
 - 3.1 Security personnel working extended hours at the request of a tenant remain under the exclusive control of the Division Director and his staff.
- 4. Requesting Extended Hours:** All requests must be made through the Division Director, Chief or Deputy Chief Harbor Master, the Operations Manager or the Security Supervisor. In all cases, the Chief or the Deputy Chief Harbor Master should be notified as soon as practicable as they serve as the primary and alternate Facility Security Officers and are ultimately responsible for the scheduling of security personnel.
 - 4.1 Requesting an early opening: Should a tenant require the gate be opened prior to 0600, a minimum of twelve (12) hours' notice is required to make arrangements to have a guard present.
 - 4.2 Requesting a late closing: Should a tenant require the gate be closed at a time later than 1600, a minimum of four (4) hours' notice is required to allow for an adjustment of shifts.
 - 4.3 Requesting a special security detail: From time to time, tenants may recognize the need to have a guard posted on high value equipment or in a particular area to dissuade theft, show a security presence, etc. A minimum of eight (8) hours' notice is required to make arrangements to have a guard present.
 - 4.3.1 Special security details are charged at the rate currently set at \$37.00 per hour.
 - 4.3.2 Security personnel working special security details at the request of a tenant remain under the exclusive control of the Division Director and his staff.
- 5. Cancellation and Minimum Fees:** A twelve (12) hour minimum cancellation notification is required when extended hours, early hours or special security details have been requested.
 - 5.1 Tenants who have scheduled late hours, early hours or special security details will be billed for three (3) hours of security service requested if the twelve (12) hour cancellation notification has not been met.
 - 5.2 Tenants who have scheduled late hours, early hours or special security details who cancel a detail once it has started will be billed for the entire shift originally requested.
 - 5.3 Exceptions: Tenants or Contractors requesting a one (1) hour early opening or late closing will be subject to the \$37.00 per hour rate, but not the three (3) hour minimum called for in 5.1 of this section.
- 6. Billing:** Guards will keep a detailed log of the hours each tenant company works outside of normal gate hours which as previously noted are, 0600 – 1600, Monday through Friday, Holidays excluded. The log will be reviewed by Port Authority staff on the last business day of each month then forwarded to the Pease Development Authority finance office for billing.

COMPLIANCE WITH SAFETY RULES AND REGULATIONS

The New Hampshire Port Authority is committed to fostering a safe working environment for our employees, tenants and visitors. The Authority's safety manual requires that *"Any non-employee providing a service or contract work within our facility must be familiar with and observe safety rules and regulations"* (PDA Safety Manual, Section XXII). With our manuals mandate in mind, we require the following from our visitors, tenants and their sub-contractors and all others doing business within the facility;

- **Personal Protective Equipment (PPE) required:** At a minimum, all who enter the facility are required to wear a High-Visibility jacket, shirt or vest. If your duties require it, a U.S. Coast Guard approved personal flotation device, an approved safety helmet, steel or composite toed boots, work gloves, safety glasses and ear protection may also be required. Please refer to *"Pease Development Authority – Safety Equipment Requirements"* found on the next page.
- **Visitors in the Work Area:** Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.
- **Housekeeping and Trash Removal:**
 - **Trash-** All sweepings, solid or liquid wastes, refuse, and garbage shall be removed in such a manner as to avoid creating a menace to health and as often as necessary to maintain good sanitary conditions.
 - **Housekeeping-** Form and scrap lumber with protruding nails and all other debris shall be kept clear from all work areas; Combustible scrap and debris shall be removed from work areas daily; the work area will be kept orderly, safely maintained, and free from trip hazards.
- **Safety Training and Pre-Operational Safety Meetings:**
 - **Safety Training-** OSHA and the NH Department of Labor require employers to provide their employees initial and follow-up training during their employment. It is expected that all organizations working on any Port Authority property meet the minimum safety training standards of their industry as required by federal or state law, whichever is appropriate.
 - **Pre-Operations Safety Meetings-** Before starting any operation a pre-operational meeting is required between the Authority and all involved parties, so that everyone is clear about their roles and responsibilities. Topics to be covered include;
 - Employees should be alert at all times and never walk under a suspended lift.
 - Respect the right for EVERYONE to call a FULL STOP if a possible safety issue is identified.
 - The requirement that appropriate PPE is worn at all times.
 - Never enter a working area under the influence of drugs or alcohol.
 - Report all incidents, accidents and injuries to your immediate supervisor.
 - Exchange of contact information for Port and Company leadership.

Pease Development Authority – Safety Equipment Requirements

Safety Equipment

A. Eye Protection; Shatterproof	K. Safety Observer
B. Hearing Protection; Earplugs or Earphones	L. Long-Sleeved Clothing
C. Gloves; Protective Leather or Canvas	M. Gloves, Specifically Designed for Welding
D. Gloves; Rubber or Latex, Gauntlet Length	N. Kevlar Pants; Blade binding
E. Breathing Protection; Mask or Respirator	O. Hard-hat with Face Screen and Ear Protection
F. Hard-hat	P. Hot Stick
G. Steel or Composite Toed Footwear	Q. Rubber Mat
H. Welder's Face Mask	R. Latex Gloves
I. Safety Harness	S. Tyvek Pesticide Suit
J. Safety-Line Attached	T. Back Brace
Activity	Safety Equipment Required
Air Cleaning (Compressed Air)	A, B
Chain Saw Operation (Two Person Operation)	A,B,C,F,O,N (O may be substituted for B and F)
Cleaning with Solvents	A,L,P (Follow Manufacturer guidelines)
Climbing (Greater than 10')	C,F,I,J,K
Nail Guns	A,B,C,G
Handling Dead Animals	R
High-Voltage Work (Two Person Operation)	A,B,D,F,L,P,Q
Jack Hammering or Heavy Equipment	A,B,C,G
Leaf Blowers	A,B
Mowing (Push Mower)	A,B,G
Mowing (Riding Mower)	B,G
Painting (Airless Sprayer)	A,B,E
Pesticide Application	A,B,D,E,S
Power Tools (Drills, Saws, Grinders, etc)	A,B, E
Sanding	A,E
Torch Cutting	H,L,M
Welding	H,L,M (Contact Lenses Are Forbidden)
Wood Chipping	A,B,C,F,G,N (O may be substituted for B and F)
Work On or Near the Water*	USCG Approved Work or Life Vest

*29 CFR § 1917.95,(b), Personal flotation devices (PFDs). (1) The employer shall provide, and shall direct the wearing of PFDs for those employees, such as line handlers, who are engaged in work in which they may be pulled into the water: (i) When such employees are working in isolation, or (ii) Where physical limitations of available working space creates a hazard of falling into the water, or (iii) Where the work area is obstructed by cargo or other obstacles so as to prevent employees from obtaining safe footing for their work. (2) PFDs (life preservers, life jackets, or work vests) worn by each affected employee must be United States Coast Guard (USCG) approved pursuant to 46 CFR part 160 (Type I, II, III, or V PFD) and marked for use as a work vest, for commercial use, or for use on vessels. (3) Personal flotation devices shall be maintained in safe condition and shall be considered unserviceable when damaged so as to affect buoyancy or fastening capability.

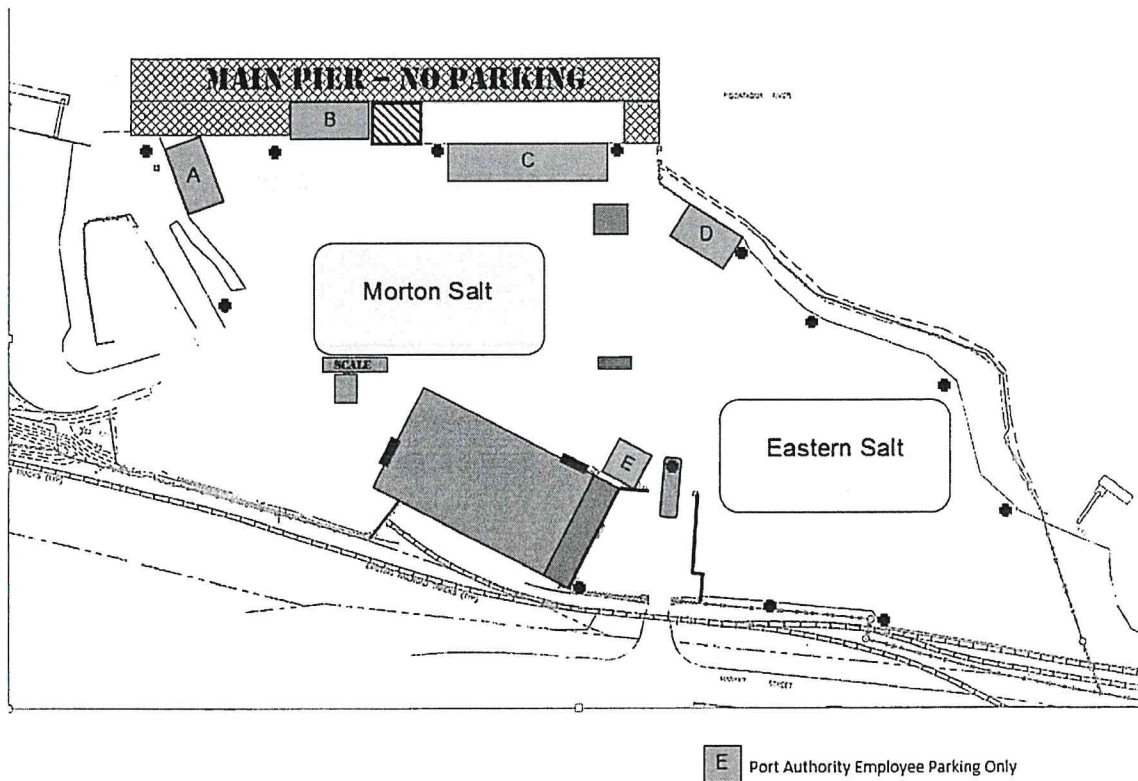
General Parking Plan

It is a best practice from both a safety and security perspective to designate specific areas of the terminal as authorized parking areas. With that in mind, the Authority has designated five (5) areas where parking is authorized based on the prevailing business conditions within the terminal. Parking areas may be altered with very little notice depending on operations.

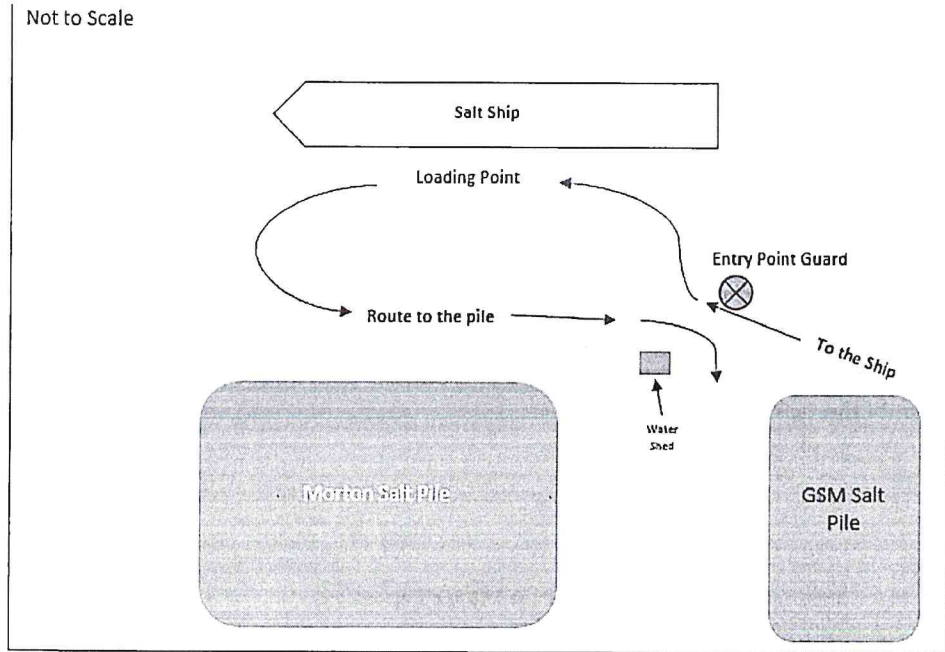
Parking Prohibited

Parking on the Main Pier and the Approach Bridge is prohibited at all times in accordance with the Directors orders and OSHA regulation 29 CFR Part 1917.16(a).

Exception: Vehicles engaged in fueling operations, delivery of equipment and supplies or picking up or dropping off passengers or crew may park on the main pier or approach bridge until the task is complete.

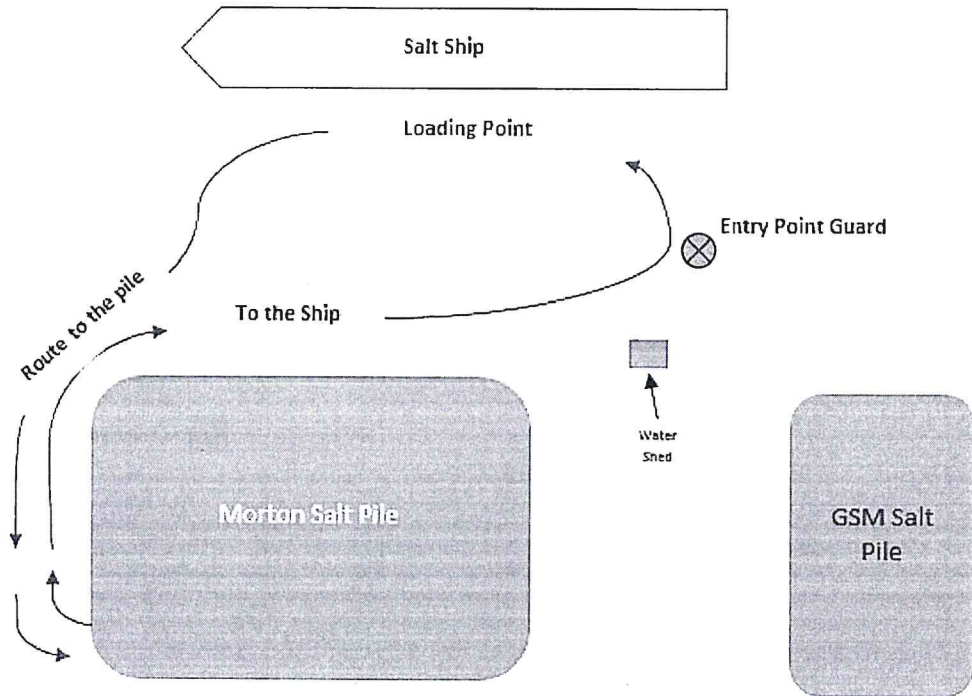


GSM Salt operations plan.



Morton Salt operations plan

Not to Scale



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