

Time: 9:30 a.m.

Place: 55 International Drive, Pease International Tradeport
Portsmouth, New Hampshire

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: November 19, 2015*
- III. Employee Recognitions*
- IV. Public Comment
- V. Old Business
 - A. Approvals
 - 1. Pioneer New Hampshire LLC – Lease Amendment* (Allard)
 - 2. 25, 29 Retail LLC***(Bohenko)
- VI. Finance
 - A. Financial Reports
 - 1. Operating Result for Four Month Period Ending October 31, 2015*
 - 2. Nine Month Cash Flow Projections to August 31, 2016*
- VII. Licenses/Easements/Rights of Way/Options
 - A. Approvals
 - 1. Lonza Biologics, Inc. – 14 Aviation Avenue Parking* (Lamson)
 - 2. Lonza Biologics, Inc. – 55 International Drive Parking* (Loughlin)
 - 3. UNH Professional Development – Wetlands Education* (Preston)
 - 4. Portsmouth Naval Shipyard – Emergency Vehicle Training* (Torr)
 - 5. In Control Driving School – Right of Entry* (Allard)
- VIII. Leases
 - A. Reports
 - 1. Two International Group, LLC*
 - B. Approvals
 - 1. 73 Corporate Drive at Pease, LLC* (Bohenko)
- IX. Signs
 - A. Reports
 - 1. Haven – 20 International Drive*
- X. Contracts/Agreements
 - A. Approvals
 - 1. Cross Insurance - Policy Renewals* (Lamson)

2. Airport Planning and Engineering Consultants* (Preston)
3. Airport Terminal – Engineering Services/Materials Survey* (Loughlin)
4. Twins Janitorial*(Torr)
5. Loader Ramp Plow* (Allard)
6. Runway Deicer – Solid* (Lamson)
7. Runway Deicer – Liquid* (Preston)
8. FAA Approved Runway Sand* (Bohenko)

XI. Executive Director’s Reports/Approvals

A. Reports

1. PDA Holiday Schedule – 2016*
2. Elections*
3. Committee Appointments*
4. Golf Course Operations
5. Airport Operations
 - a) Skyhaven Airport
 - b) PSM
 - c) Noise Line Report*

B. Approvals

1. Voluntary Annual Leave Buy Back Program* (Loughlin)
2. Bills for Legal Services* (Torr)

XII. Division of Ports and Harbors

A. Approvals

1. Pda 300 – Amendment Revision* (Bohenko)
2. Atlantic Fuels, Inc. – Right of Entry*(Preston)

XIII. New Business

XIV. Upcoming Meetings:

2016 Proposed Meetings Schedule*

Finance Committee	Jan. 19, 2016
Board of Directors	Jan. 21, 2016

All Meetings begin at 8 a.m. unless otherwise posted.

XV. Directors’ Comments

XVI. Adjournment

XVII. Press Questions

- * Related Materials Attached
- ** Related Materials Previously Sent
- *** Related Materials will be provided under separate cover
- + Materials to be distributed at Board Meeting
- Confidential Materials

**PEASE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
MINUTES**

Thursday, November 19, 2015

Presiding: George M. Bald, Chairman
Present: Robert A. Allard, Treasurer; John P. Bohenko; Margaret F. Lamson; Peter J. Loughlin, Vice Chairman; and Franklin G. Torr
Via Telephone: Robert F. Preston
Attending: David R. Mullen, PDA Executive Director; Lynn Marie Hinchee, PDA Deputy Director/General Counsel; PDA staff members; and members of the public

I. Call to Order

Chairman Bald called the meeting to order at 8:04 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

Chairman Bald announced that Director Preston will participate via speaker telephone and roll call will be taken for all votes.

II. Acceptance of Meeting Minutes: October 15, 2015

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the October 15, 2015 Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

III. Employee Introduction

David Mullen, PDA Executive Director, introduced Tanya Coppeta, Employee Relations Manager. Ms. Coppeta is replacing Elizabeth LaBonte, former Human Resources Manager. Ms. Coppeta has 16 years of human resources experiences and recently worked for a home health agency that had over 800 employees and 8 branch offices.

IV. Public Comment

Bob Hasshold, Chairman of Promote Our Port (POP), made remarks regarding: the Board's efforts to clean up and landscape the area around the Isles of Shoals Steamship Company ("ISSCO") business; that POP is willing to help with planning and present its ideas for the use of the Market Street Terminal area. Mr. Hasshold wished all a happy holiday season. Chairman Bald noted that it was through the efforts of Geno Marconi, Director of the Division of Ports and Harbors ("DPH"), that the ISSCO area was improved.

V. Old Business

No old business was brought before the Board.

VI. Finance

A. Financial Reports

1. Operating Results for the Three Month Period Ending September 30, 2015

Irv Canner, PDA Director of Finance, reported on the status of the PDA FY 2016 finances for the three month period ending September 30, 2015. Operating revenues are above budget while operating

expenses are below budget. Variances in revenues include lower fuel sales due in part to new fishing regulations. Fee revenues include golf course membership fees and rounds of golf played by the public. Rounds of golf played this year were ahead of rounds played during the same period last year. Staffing numbers continue to fluctuate due to seasonal summer employees finishing and winter over hires starting up. Mr. Canner reviewed the organizational chart. Operating expenses show that electricity consumption has increased. PDA will continue to monitor electrical supplier rates. Mr. Canner reviewed the Balance Sheet and the variances due to the GASB 68 pension liability reporting requirements. The allocated pension liability to PDA is approximately 80% and 20% to DPH. Mr. Canner will continue to track and report the pension liabilities. Construction in process has reduced from approximately \$11 million as of June 30 to approximately \$9.1 million as of September 30 due to completion and close out of several projects.

The \$5.0 million revolving line of credit with Provident Bank has a zero balance as of November 19. PDA anticipates accessing the line of credit in December to pay municipal services fees. The Business Units analysis shows that as of October 30, enplanements at Portsmouth International Airport at Pease (PSM) is approximately 34,000. Mr. Canner reviewed Skyhaven Airport (DAW) activities including hangar rentals, increased fuel sales, and the runway rehabilitation. PDA has funded \$1.5 million in an operating deficiency including capital improvements, and operations and maintenance at DAW. Director Bohenko confirmed that DAW is part of PDA's balance sheet and without the DAW deficit, PDA would show a positive net position. The Golf Course operating income as of September 30 was approximately \$434,000. Rounds of golf played increased by approximately 14% and Grill 28 revenues increased by approximately 7% from the same period last year. Mr. Canner reviewed DPH's unrestricted funds and its restricted funds. Due to two new loans, the Revolving Loan Fund threshold will go above 75 %.

2. Nine Month Cash Flow Projections to July 31, 2016

Mr. Canner reviewed PDA cash flow projections for the nine month period ending July 31, 2016 including the use of the revolving line of credit to fund primarily grant funded capital projects. Grant funded projects include the completion of the DAW runway and PSM bathroom renovations while non-grant funded projects include the Golf Course kitchen, street lights on Corporate Drive, and the PSM Terminal roof. PDA expects to receive \$120,000 in reimbursement from FEMA for January, 2015 snow removal costs. Mr. Canner reviewed the anticipated variances in the DPH unrestricted and restricted funds balances.

3. Revolving Loan Fund Semi-Annual Report

Mr. Canner reported that as required by the Economic Development Administration, the PDA filed the required semi-annual Revolving Loan Fund Report for the period ending September 30, 2015. To date there are \$733,000 in outstanding loans with five of the loans equal to 60% of the loans. There is a cash balance of \$425,000 and no accounts are delinquent. Mr. Canner commended Ritchie White, the loan fund coordinator.

VII. Licenses/Easements/Rights of Way/Options

A. Approvals

1. Lonza Biologics, Inc. – ROE Amendment/Extension

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to amend and execute an extension to the Right of Entry with Lonza Biologics, Inc. for the premises located at 70/80 Corporate Drive. The Right of Entry is extended from March 31 2016 to December 31, 2016; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager - Engineering dated November 9, 2015**

attached hereto. **Note: Roll Call Vote required.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Moulison North Corporation – ROE Extension

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of and consents to the extension of the Right of Entry (“ROE”) dated August 8, 2013 with Moulison North Corporation for the purpose of storing conduit materials at 31 Exeter Street. The ROE is extended for a period of one (1) year effective April 5, 2015 with two (2) six (6) month options to extend exercisable at the Executive Director’s sole discretion; and subject to all other terms and conditions of the Right of Entry dated August 3, 2013 attached hereto remaining in full force and effect. Note: Roll Call Vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.**

VIII. Leases

A. Reports

In accordance with the “Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements”, Mr. Mullen reported on the following subleases:

1. New Hampshire Avenue Retail Center, LLC

New Hampshire Avenue Retail Center, LLC entered into a sublease with AD Tech Systems, Inc. for 1,539 square feet at 14 Manchester Square for a base term of three years. Director Lamson approved the sublease.

2. One New Hampshire Avenue, LLC

One New Hampshire Avenue, LLC entered into a sublease with Zolon Tech Solutions, Inc. for 1,703 square feet at 1 New Hampshire Avenue for a base term of three years. Director Lamson approved the sublease.

3. Two International Group, LLC

Two International Group, LLC entered into subleases at Two International Drive with Global Aquaculture Alliance for 4,513 square feet for a base term of two years; and with Weidema, Lavin, Grott & Riendeau for 2,638 square feet for a base term of ten. Director Lamson approved the subleases.

4. 30 International Drive, LLC

30 International Drive, LLC entered into a sublease with Seacoast Task Force on Family Violence for 3,832 square feet at 20 International Drive for a base term of five years. Director Lamson approved the sublease.

B. Approvals

1. 100 International LP – Concept Plan Approval

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by 100 International, LLC attached hereto for the premises located at 100 International Drive; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated November 12,**

2015 attached hereto. Note: Roll Call Vote required. Discussion: Director Torr asked if the use of a parking garage that would put the parking in one area instead of around the building was considered. Sean Tobey of Hoyle Tanner & Associates reviewed the concept plan drawings and the proposed layout of the buildings. **Disposition:** Resolved by unanimous roll call vote for; motion carried.

2. IAPP – 75 Rochester Avenue – Lease Amendment

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to enter into a new Lease Agreement with International Association of Privacy Professionals, Inc. for the entirety of the Premises located at 75 Rochester Avenue, Units 1, 2, 3, and 4; upon substantially similar terms and conditions contained in the draft Memorandum of Understanding dated November 13, 2015 attached hereto. Note: Roll Call Vote required. Discussion:** Mr. Mullen reported that IAPP's internet security business has expanded since coming to Pease and the additional space is needed. Chairman Bald reported that the 75 Rochester Avenue building was one of the first buildings rehabilitated by the PDA and was used as an "incubator" for small businesses. **Disposition:** Resolved by unanimous roll call vote for; motion carried.

IX. Contracts/Agreements

A. Reports

In accordance with Article 3.9.1.1 of the PDA Bylaws, Mr. Mullen reported that PDA entered into the following contracts:

1. Clean Lines – Golf Course Clubhouse Kitchen

PDA contracted with Clean Lines of North Hampton, NH for the provision and installation of four additional draft beer lines and to update the gas system for use at the Golf Course Clubhouse kitchen. The expenditure of \$5,950 was approved by Vice-Chairman Loughlin.

2. HL Turner Group – Golf Course Clubhouse Bathroom Repairs

PDA contracted through HL Turner Group for Pine Brook Corporation to make repairs to the flooring and sheet rock in the men's bathroom at the Golf Course Clubhouse. The expenditure of \$6,222.00 was approved by Director Allard.

3. Computers

PDA contracted with Dell Computers to purchase 5 desk top computers to replace computers that have worn out at various PDA workstations. The expenditure of \$5,051.10 is an approved budget item.

4. Overhead Door – Incinerator Plant

PDA contracted with the Overhead Door Company of Portsmouth, for the provision and installation of an overhead door at the incinerator plant on Exeter Street. The expenditure of \$6,980.00 was approved by Vice Chairman Loughlin.

5. East Coast Heating & Air Conditioning, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditures for Emergency Repairs", Mr. Mullen reported that PDA entered into a contract with East Coast Heating & Air Conditioning, Inc. for the purchase and installation on an

emergency basis of the HVAC compressor unit on the Airport Terminal roof. The expenditure of \$11,434.48 was approved by Vice-Chairman Loughlin.

B. Approvals

1. Fred C. Church – Workers Compensation Policy Renewal

Director Bohenko moved and Director Allard seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind Workers Compensation insurance coverage for the Pease Development Authority to be provided MEMIC and brokered by Fred C. Church, Inc. for the period of 12/31/15 through 12/31/16 in the projected amount of \$59,101; all in accordance with the memorandum of Mark H. Gardner, Deputy General Counsel, dated November 13, 2015 attached hereto. Note: Roll Call Vote required. Discussion:** Director Bohenko noted that the experience modification had dropped to .70 and commended the staff on their efforts to keep a safe workplace. Chairman Bald agreed with Director Bohenko. Mark Gardner, Deputy General Counsel, introduced Jeff Olsen of Fred C. Church, Inc. Mr. Olsen agreed that the staff and management has done a great job in keeping a safe work place. Disposition: Resolved by unanimous roll call vote for; motion carried.

X. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course. The Golf Course is winding down for the season and all courses will be closed as of November 30. Due to the warm weather, all three courses were able to stay open into November for the first time since the 27 holes were operational. Golf Course Maintenance staff will prepare the course for winter. The simulator league with 54 teams began play in October and five other simulator functions are scheduled. The Grill 28 kitchen renovations will be finished by November 20. The renovations allow for more golf operations in the basement because Grill 28 materials will be stored in the kitchen. A portion of the men's bathroom is finished and the floor will be finished in early December.

2. Airport Operations

Bill Hopper, Airport Manager, reported on aviation activities.

a) Skyhaven Airport

The repair parts were installed in the Jet-A tank and it is now ready to take product. Maintenance staff is preparing for winter operations.

(1) Approvals
(a) Hangar One

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to take such action and to exercise such authority as is required to include the demolition of Skyhaven Airport T-Hangar 1 in the FAA-funded Aircraft Parking Apron and Taxilane Reconstruction Project; all in accordance with the memorandum of David R. Mullen, PDA Executive Director, dated November 13, 2015, and attached hereto. Note: Roll Call Vote required. Discussion:** Director Bohenko moved

and Director Allard seconded to **suspend the rules to allow public comment on the proposed motion.**
Discussion: None. Disposition: Resolved by unanimous roll call vote; motion to suspend carried.

Discussion on main motion: Peter Bruckner, Chairman of the Skyhaven Airport Advisory Committee (SAAC), architect, and airplane pilot, made comments in support of repairing Hangar 1 instead of demolishing the hangar. Skyhaven Airport is an economic resource for three communities and has a duty to enhance the Airport. Hangar storage is necessary to allow airplanes to be based at Skyhaven as storage on the ramp area is not good for general aviation airplanes. These aircraft need to be protected from the weather, to be on a paved area, and to have access to electricity. SAAC inspected Hangar 1 and believe it is sound with the exception of the doors. Mr. Bruckner reviewed the findings of the foundation wall exploration and the Jacobs Engineering report. SAAC voted to save the hangar and believes that the revenue provided from hangar rental would pay for the repairs over a 10 year period and that the proposed repairs would not trigger more code related work. SAAC is aware of the PDA's expenditures and wants Skyhaven Airport to generate revenue. Mr. Bruckner asked the Board to consider the benefits to repair Hangar 1.

Ken Ortmann, SAAC Vice Chairman, former Rochester Economic Development Planner and a tenant in Hangar 1 (but will be moving to Maine) also spoke in favor of basic repairs that would: make the hangar functional; generate airport revenue; provide an alternative and affordable price point for hangar storage; and compliment the drainage and taxiway improvements. There is excess ramp space while there is demand for Hangar 1 space. Mr. Ortmann noted that SAAC is aware of PDA's expenditures and that monthly revenues do not cover monthly expenses. SAAC's goal is to close the revenue/expenditure gap. The hangar space is important as planes need to be kept warm and dry. The door height should be reduced to allow the doors to close. SAAC requests that PDA request the funds from FAA for the drainage and pavement work while investing the minimum amount for repairs to Hangar 1.

Mr. Bruckner said that SAAC would like to see new development and reviewed a sketch of potential new hangars. The estimated demolition costs of \$40,000 would be better spent on future developments.

Director Lamson confirmed that maintaining Skyhaven Airport cost PDA approximately \$109,000 in 2015. Mr. Mullen reviewed PDA's position regarding Hangar 1. The repair costs would be approximately \$60,000. If the hangar is demolished when the drainage and pavement work is done, the FAA is expected to provide \$35,000 in grant funds for the demolition. If the hangar is demolished at a later date, it would be done at PDA's expense as the FAA would not pay for it separately. By demolishing the hangar, it would open up the area to improve the drainage and improve the potential for future commercial development. Staff feels it is justified to demolish the hangar.

Maria Stowell, PE, Manager – Engineering, reviewed the repairs that would be needed to keep Hangar 1 functional. The foundation wall is crumbling and needs to be replaced. The partially paved floor would have to be completely redone to meet the NFPA building code. The hangar floor must be non-combustible and must be higher than the outside. The proposed repairs could possibly trigger more work to bring the hangar up to code. Lowering the hangar door threshold would create more drainage issues and the drainage would be easier to fix if the hangar was demolished. Some structural steel was exposed when metal sheet panels were installed and left exposure points that would have to be repaired. Ms. Stowell reviewed how the costs to demolish the building were determined.

Mr. Bruckner reported that SAAC was told that the removal or repair of Hangar 1 would not affect the feasibility of the drainage project.

Note: Director Bohenko stepped out of the room at 9:06 a.m. and returned at 9:08 a.m.

Director Torr informed the Board that SAAC motion was passed by a vote of 7 – 2. Two SAAC members, including Daniel Barufaldi, are in agreement with PDA and are both economic development directors. Director Torr felt that Mr. Barufaldi's (SAAC member) comment clearly spoke to the matter. Mr. Mullen read Mr. Barufaldi's comments from the SAAC meeting minutes into the record.

“Dan Barufaldi commented that this is really a question of accommodation of some current tenants verses [sic] the long term development and improvement of the area for the next twenty plus years. Dan stated that if it were his building and he had the opportunity of taking advantage of some government money to take it down verses [sic] putting his money into an old rusty and crumbling building, he would tear it down.”

In response to Director Loughlin, Mr. Mullen reviewed the status of the four airplanes that currently occupy Hangar 1. Chairman Bald asked if the space would be used for additional ramp space. Mr. Mullen reported that there will be better opportunity for development similar to the way development is done on the Tradeport. Director Loughlin confirmed that this is the only opportunity for the FAA funds. Mr. Hopper reported that since the hangar is in proximity to the drainage project, a portion of the demolition costs would be included in the FAA grant. Director Torr reported that Sumner Properties invested its own funds to upgrade the Jet-A fuel and that the improvements could be a stimulus to get the airport moving in the right direction. Disposition: Resolved by unanimous roll call vote for; motion carried.

b) PSM

Mr. Hopper reported that a meeting with the FAA, the State, and NH ANG was held regarding the runway reconstruction project. The project is expected to cost \$22 – 23 million and funding is expected to be available in FY 2018 – 2019. The new runway will accommodate the new KC-46A airplanes.

Allegiant Airlines will begin service to and from Punta Gorda, Florida on November 20. Allegiant will provide service to Orlando/Sanford, Fort Lauderdale, and Punta Gorda, Florida. Enterprise Car Rental reported that October was its best month for car rental services at PSM. Mr. Hopper reviewed Allegiant's various flight schedules.

Mr. Hopper and Dan Fortnam are working on securing air services to and from Provincetown, Massachusetts. PDA is trying to obtain services funding through a Small Community Air Service Development grant. Mr. Fortnam is speaking with some interested airlines. The grants will be awarded in September, 2016.

c) Noise Line Report

Mr. Hopper reported that 91 inquiries were made to the Noise Line in October. Eighty-two of the inquiries were related to helicopter activity while 52 of the 82 inquiries were from two residences. Eight inquiries regarding fixed wing aircraft and were from one residence. One inquiry was seeking information on flights to and from Portsmouth; while one inquiry was regarding the smell of jet fuel coming from the Airport.

B. Approvals

1. Redhook Ale Brewery – Event Fencing\

Director Lamson moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby approves of and authorizes Redhook Ale Brewery to install**

split rail fencing at its premises located at 1 Redhook Way (fka 35 Corporate Drive); all in accordance with the memorandum from Maria J. Stowell, P.E, Engineering Manager, dated October 30, 2015 and attached hereto. **Note: Roll Call Vote required.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Bills for Legal Services

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$10,107.80 (equal to 50% of the bill)* for legal services rendered to the Pease Development Authority by Kutak Rock, LLP through September 30, 2015. *Note: The City of Portsmouth will pay the remaining 50%. Roll Call Vote required.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

XI. Division of Ports and Harbors

A. Reports

1. Port Advisory Council

Mr. Marconi, reported that the Port Advisory Council held two meetings in November. The Council reviewed the proposed amendments to administrative rules Pda 300, Pda 500, and Pda 600 and made recommendations. The Council reviewed the Interim Operations Manager position and recommended Whit Anderson be appointed to the position.

2. Isles of Shoals Steamship Company – Parking Agreement

Mr. Marconi reported that for the third year, the Isles of Shoals Steamship Company (“ISSCO”) entered into a parking agreement with the City of Portsmouth for use of the parking lot as temporary winter parking for Portsmouth employees.

Mr. Marconi reported that DPH has worked with the new ISSCO owners. The Thomas Leighton was recently renovated and ISSCO wants to improve the facility’s appearance. ISSCO will present a concept plan to the Board for review and approval. ISSCO, at its own expense, is extending the rose bush plantings along Market Street, consistent with the City’s plans for improvements to Market Street. DPH staff removed the fencing to allow the roses to be planted soon.

3. Commercial Mooring for Hire

Mr. Marconi reported that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits”, PDA approved of the following Commercial Moorings for Hire permits:

<u>Applicant</u>	<u>Number of Permits</u>	<u>Business</u>	<u>Date of Approval</u>
Kittery Point Yacht Club	1	Marina	11/3/15

4. Commercial Mooring Transfer

Mr. Marconi reported that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers”, commercial moorings were transferred for:

<u>Applicant</u>	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Seabrook Harbor	No. 4704	Commercial Fishing	11/3/15

Transferor: Luis Elias
Transferee: Patrick Dugan

B. Approvals

1. Pda Rules Amendments – Initial Prop

Director Bohenko moved and Director Torr seconded that In accordance with the recommendation of the PDA Division of Ports and Harbors' Advisory Council and the provisions of RSA 12-G:42, VIII, the PDA Board of Directors hereby authorizes the Division Director to initiate the rulemaking process for the amendments to:

Pda 300	Port Captains, Pilots and Pilotage
Pda 500	Moorings and Anchorage
Pda 600	State Owned Commercial Piers and Associated Facilities

as attached; and further authorizes the Division Director to take any necessary or recommended actions in accordance with NH RSA 541-A, in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 5, 2015 attached hereto. **Note: Roll Call Vote required.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Interim Operations Manager Position

Director Loughlin moved and Director Lamson seconded that In accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby authorizes the Executive Director to create the position of a non - classified, full time Interim Operations Manager and authorizes the Executive Director to immediately fill said position with PDA employee, Whit Anderson; all otherwise in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 12, 2015 and attached hereto. **Note: Roll Call Vote required.** Discussion: Director Bohenko felt that given all that has taken place at the Market Street Terminal, it is imperative to have an Interim Operations Manager and fill the position. Disposition: Resolved by unanimous roll call vote for; motion carried. Mr. Marconi introduced Mr. Anderson and noted that Mr. Anderson is in the Army National Guard. Mr. Marconi thanked Mr. Anderson for his service.

3. Snow Plow Contract

Director Preston moved and Director Bohenko seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract with Jones Snow Plowing Services ("Jones") for the purpose of providing snow removal services at Division of Ports and Harbors' facilities for an initial period of one (1) year beginning December 1, 2015; including four options of one (1) year each on mutually acceptable terms exercisable at the sole discretion of the Executive Director and subject to Jones providing proof of certification from the New Hampshire Green Snow Pro Certification no later than October 15, 2016; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 6, 2015 attached hereto. **Note: Roll Call Vote required.** Discussion: Director Loughlin recused himself due to a conflict. Disposition: Resolved by roll call vote of 6 for; 1 abstention (Loughlin); motion carried.

XII. New Business

No new business was brought before the Board.

XIII. Upcoming Meetings

Chairman Bald announced that the annual Board of Directors Meeting will be held on December 17, 2015 beginning at 8 a.m.

XIV. Directors' Comments

Director Lamson felt that it will be an interesting traffic situation near the roundabout on Arboretum Drive in the winter. Director Bohenko asked that a report be made to the Board in January regarding the Haven Well and the agreement reached with the Air Force for the design of treatments of the wells. Director Bohenko requested that PDA be involved with the process. Attorney Hinchee agreed and informed the Board that coordinated meetings regarding the aquifer are being scheduled. Chairman Bald advised the City that PDA would help all it could.

XV. Non-Public Session

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors will enter non-public session pursuant to:**

1. **NHRSA 91-A:3, Paragraph II(a) the dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted;**
2. **NHRSA 91-A:3, Paragraph II(d) for the purpose of discussing the acquisition, sale or lease of property. Note: Roll Call Vote Required**

Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. The Board entered into Non-Public session at 9:33 a.m. The Board returned to public session at 10:22 a.m.

Note: Director Bohenko left the meeting at 10:17 a.m.

XVI. Adjournment


Director Allard moved and Director Loughlin seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried. Meeting adjourned at 10:23 a.m.

XVII. Press Questions

Respectfully submitted,



David R. Mullen
Executive Director/Secretary

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director 
DATE: December 17, 2015
RE: Employee Recognition

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The following employees are to be recognized for their years of service to the Pease Development Authority:

20 Years (certificate, name entered on PDA plaque and \$100 bill)

Ed McLaughlin	Maintenance Department
Al Norton	Maintenance Department
Andrew Pomeroy	Airport Operations
Geno Marconi	Division of Ports and Harbors

15 Year (certificate and \$50 bill)

Bob Oxx	Maintenance Department
Johnnie Joplin	Maintenance Department

10 Years (clock)

Ron Jodz	Finance Department
Grant Nichols	Division of Ports and Harbors
Lana LaRochelle	Division of Ports and Harbors

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute Lease Amendment No. 2 to the Pioneer New Hampshire LLC Lease for the Premises located at 108 – 114 Corporate Drive to permit “Health Clubs” as an additional use; all in accordance with PDA’s Land Use Controls Section 303.05(b)(18) and the memorandum of Mark H. Gardner, PDA Deputy General Counsel dated December 4, 2015 attached hereto.

N:\RESOLVES\PioneerNH1215.wpd

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Mark H. Gardner, Deputy General Counsel *MHG*
Re: Pioneer New Hampshire, LLC Lease Amendment
Date: December 4, 2015

Pioneer New Hampshire, LLC, located at the site of the former Brackett School, has requested an amendment to the use provisions of its lease with PDA to include Health Clubs. Pioneer New Hampshire is negotiating a new lease with Hybrid Fitness which entity is vacating its 29 New Hampshire Avenue location as that facility is being demolished as part of the 25, 29 Retail, LCC lease agreement. The existing lease agreement limits authorized uses as follows:

“The purposes for which Sublessee may use the Subleased Premises are light assembly; business, and professional offices; research and development offices, financial service and data processing facilities and customary accessory uses incidental thereto; and a post-secondary or graduate educational and training facility as contemplated by Section 303.05 of the PDA Zoning Requirements; provided, however, that such use contemplated by said Section 303.05 shall be limited to 12,000 square feet and for no other uses without Sublessor's prior written consent.”

The Pioneer New Hampshire facility is located in the Airport Business and Commercial Zone. Per PDA's Land Use Controls, Section 303.05 (b) (18) Health Clubs are a permitted use. At the December 17, 2015 meeting of the Board please request authority to enter into a lease amendment with Pioneer New Hampshire on terms and conditions substantially similar to those set forth in the attached draft.

P:\MEMOS.MHG\PioneerNHmemo120415.wpd

303.05 Airport Business and Commercial Zone

(a) Description and Purpose. The Airport Business and Commercial Zone is intended primarily for uses involving business, commercial and trade-related enterprise. The area subject to the Airport Business and Commercial Zone consists of approximately 503.5 acres and is bounded on the north by the Industrial Zone (Pease Boulevard to New Hampshire Avenue) and the NH Air National Guard cantonment area; on the west by the Airport and Industrial Zones, on the south by the Natural Resource Protection Zone; and on the east by the Natural Resource Protection Zone and Spaulding Turnpike.

(b) Permitted Uses

(18) Health Clubs

LEASE AMENDMENT NO. 2

Lessor: Pease Development Authority ("Lessor" or "PDA")
Lessee: PIONEER NEW HAMPSHIRE LLC ("Lessee" or "Pioneer")
Premises: 108-114 Corporate Drive (former Brackett School) at Pease International
Tradeport, Portsmouth, New Hampshire 03801
Lease Date: December 23, 1999

This Lease Amendment No. 2 made effective December 17, 2015, by and between the above referenced Lessor and Lessee:

WHEREAS, in accordance with Article 3.1 of the original Sublease, this agreement converted into a direct Lease upon the conveyance of fee title of the Airport including the Subleased Premises by deed dated October 15, 2003 and recorded in the Rockingham Country Registry of Deed in Book 4227 Page 1;

WHEREAS, Lessee has requested that the approved uses in the Lease be amended to include Health Clubs as permitted by Lessor's Land Use Controls for the Airport and Business Commercial Zone in Section 303.05 (b) (18) and Lessor has agreed to the same;

NOW, THEREFORE, Lessor and Lessee agree for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the Lease be amended as set forth below:

1. Article 9, Section 9.1 is amended to include Health Clubs as a permitted use.
2. All other terms and conditions of the Lease as amended shall remain in full force and effect and continue to be binding upon the Parties.

[Signature and Jurat Pages Follow]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment No. 2 effective December 17, 2015.

Lessee: PIONEER NEW HAMPSHIRE LLC

By: _____

Its: _____

Lessor: PEASE DEVELOPMENT AUTHORITY

By: _____

Its: Executive Director

STATE OF NEW HAMPSHIRE: ss.
COUNTY OF _____

On this _____ day of _____, 2015, before me, the undersigned officer, personally appeared Chad Kageleiry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the authorized member of Pioneer New Hampshire LLC, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public in and for said County and State
Printed Name: _____
My commission expires: _____

STATE OF NEW HAMPSHIRE: ss.
COUNTY OF ROCKINGHAM

On this _____ day of _____, 201%, before me, the undersigned officer, personally appeared David R. Mullen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the Pease Development Authority and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public in and for said County and State
Printed Name: _____
My commission expires: _____

MOTION

INSERT ITEM – V. A. 2.

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a lease amendment with 25, 29 Retail, LLC to drop the requirement to pay Building Area Rent on the vacant 26 Manchester Square facility retroactive to June 30, 2015 and to transition to the payment of Ground Area Rent on the entirety of 25, 29 Retail, LLC's leased premises effective July 1, 2015, subject however to the following conditions:

1.) The demolition of the 26 Manchester Square and 29 New Hampshire Avenue facilities and, 2.) the merger of the 26 Manchester Square property with the 25, 29 Retail, LLC property both to be completed in accordance within the time frames set forth in the correspondence of Attorney John Lyons dated December 11, 2015 and all other wise in accordance with memorandum of David R. Mullen, Executive Director dated December 11, 2015 which letter and memo are attached hereto.

N:\RESOLVES\25,29RetailLLC1215.wpd

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Re: 25, 29 Retail, LLC Lease
Date: December 11, 2015

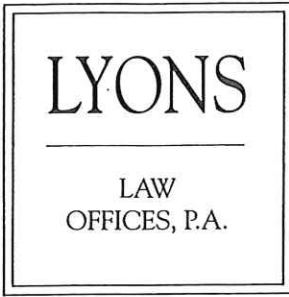
Recently PDA staff reached out to Ryan Plummer to inquire about 25, 29 Retail, LLC's plan to move forward with the demolition of 26 Manchester Square (the former HCA facility) and the merger of this lot into the 25, 29 Retail, LLC property as required by the Lease. The demolition and merger is behind schedule due to the delayed departure of HCA which did not move out of the 26 Manchester Square facility until this past June 30, 2015.

Under the terms of the Lease, 25, 29 Retail, LLC is obligated to continue paying building area rent on the 26 Manchester Square facility until such time as it is demolished and the lot merged with the 25, 29 Retail, LLC property. Additionally the Lease requires 25, 29 Retail, LLC to provide written verification to PDA that HCA continues to be obligated in connection with the surviving indemnification and other obligations under its original Lease with PDA.

As you may recall, the PDA / HCA lease was previously assigned to NH Retail Center, LLC with PDA retaining the right to continue to collect the building area rent. Upon fulfilling its obligations as noted above, the 25, 29 Retail, LLC lease drops the requirement to pay building area rent and converts to a ground area rent basis. When the 1.04 acre 26 Manchester Square parcel is merged with the 10.0142 acre 25, 29 Retail, LLC parcel, ground area rent will be based on a total of 11.0542 acres using the current rate of \$16,348.00 per acre being charged for the 10.0142 parcel.

Attached you will find a letter from Attorney John Lyons who is representing the interests of 25, 29 Retail, LLC. He has outlined the time line for the demolition of 26 Manchester Square facility and the merger of the lots which he expects to take place this coming February and to be completed by March 2016. He has also represented that the 29 New Hampshire facility will be demolished ahead of the planned schedule and in conjunction with the 26 Manchester Square facility. Demolition of 29 New Hampshire creates the opportunity for construction of two new buildings as previously presented to the Board. Finally he has asserted that HCA has not been excused from its surviving indemnification obligations under its terminated lease. In consideration of these representations, he has requested that PDA not charge building area rent on a vacant 26 Manchester Square facility and to permit the payment of ground area rent retroactive to July 1, 2015 as if the original time table had been met.

At the December 17, 2015 meeting of the Board you will be asked to agree to amend the terms of the lease to make ground area rent retroactive to July 1, 2015.



JOHN E. LYONS, JR.
ATTORNEY AT LAW
E-MAIL: JLYONS@LYONSLAW.NET
ONE NEW HAMPSHIRE AVENUE
SUITE 235
PORTSMOUTH, NH 03801
TELEPHONE: 603.431.5144
FAX: 603.431.5181
WEBSITE: WWW.LYONSLAW.NET

ANTJE S. BOURDAGES
PARALEGAL
E-MAIL: ABOURDAGES@LYONSLAW.NET

December 11, 2015

Mark H. Gardner, Esquire
Deputy General Counsel
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: 25, 29, Retail, LLC

Dear Mark:

I am providing you with this letter, on behalf of my client, 25, 29, Retail, LLC, to address the termination of the HCA Lease, lot merger, and demolition of 26 Manchester Square. All of these issues are set out in Article 20 of the October 4, 2013 Lease between the PDA and my client.

First, my client acknowledges its obligations under Article 20 of the Lease and is in the process of complying with the terms set out therein. Unfortunately, as you know, my client's ability to perform its obligations in an expeditious fashion was made impossible by the delayed departure of HCA from 26 Manchester Square.

Specifically, HCA did not vacate the premises located at 26 Manchester Square and relocate to the newly constructed building located at 25 New Hampshire Avenue until June 30, 2015. In conformance with the Lease, and immediately following this relocation, my client commenced the demolition process for 26 Manchester Square by seeking demolition bids.

Second, Article 20 of the Lease provides that my client has one year from HCA's relocation on June 30, 2015 to complete the demolition of 26 Manchester Square. My client intends to complete this demolition ahead of schedule.

Specifically, as you know, my client also intends to raze the abutting building located at 29 New Hampshire Avenue. There are tenants who still occupy space in 29 New Hampshire Avenue, but all of those tenants have been given notices to quit as of January 2016. In order to minimize disruption to other Tradeport tenants that would be caused by multiple demolition projects, my client intends to raze both buildings at the same time. My client also wants to leverage the cost of combing both demolition projects. As a result, demolition of both buildings is expected to begin in February 2016 and be completed in March 2016, well within one year of HCA's relocation on June 30, 2015.

Mark Gardener, Esquire
December 11, 2015
Page 2

Third, pursuant to Article 20 of the Lease, my client is in the process of obtaining a written acknowledgement from HCA, that HCA's obligation to indemnify, defend, hold harmless and make appropriate monetary payments to the PDA survives the termination of the HCA Lease. Please rest assured my client has not taken any action to excuse HCA from its surviving obligations under the 26 Manchester Square Lease following the PDA's assignment of the Lease to my client.

Fourth, as 26 Manchester Square is vacant and subject to demolition, my client specifically requests building area rent as to the former HCA Premises be converted to ground area rent retroactive to July 1, 2015.

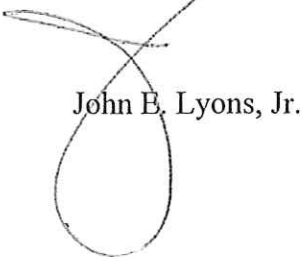
I would also add that my client stands ready to work with you to complete the lot line merger to incorporate the former HCA premises into the premises set out in the 25, 29, Retail, LLC Lease. You and I discussed completing this process after the first of the year. I would indicate, as you and I also discussed, my client had the existing condominium documents and plans related to the leased premises specifically prepared so that the lot line merger could be completed quickly and without issue.

My client then looks forward to the development of the subject premises in due course. In fact, my client has already spoken with potential tenants.

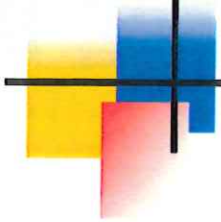
Finally, the demolition and development process set out above will be completed with the same degree of professionalism as all of my client's other projects. My client values and takes pride in its relationship with the PDA and its role in helping develop and promote the Tradeport. I would also add that my client is appreciative of the cooperative working relationship it has with the PDA staff.

Thank you for your time and consideration of the above.

Very truly yours,


John B. Lyons, Jr.

JEL/ksm
cc: 25, 29, Retail, LLC



FY 2016 FINANCIAL REPORT FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015



**BOARD OF DIRECTORS MEETING
DECEMBER 17, 2015**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 AND 2014

(\$ 000's)

FY 2016 BUDGET VARIANCE ANALYSIS

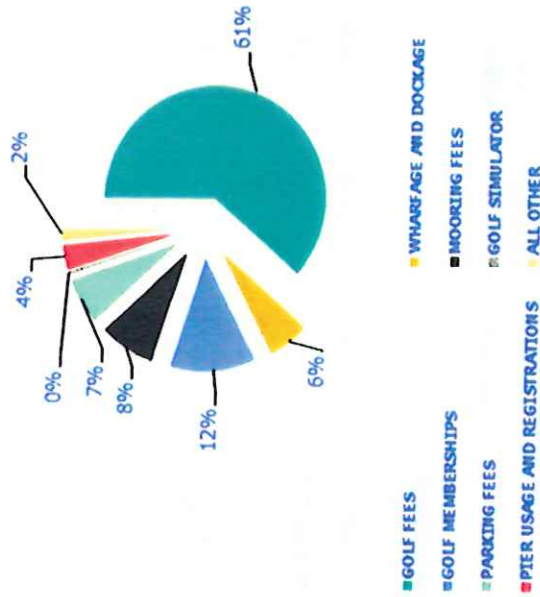
- **OPERATING REVENUES- HIGHER BY 1.5%**
- LOWER THAN ANTICIPATED FUEL SALES WITHIN THE DPH, OFFSET BY:
 - INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED / WEATHER.
 - INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.
- **OPERATING COSTS- LOWER BY 12.8%**
- GENERAL UNDERRUNS ACROSS THE BOARD DUE TO ACCELERATED FY 2015 CUT-OFF PROCEDURES. FUEL PROCUREMENT COSTS LOWER DUE TO LOWER DPH FUEL SALES.
- INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.
- **NONOPERATING (INCOME) AND EXPENSES**
- INCREASED SHORT TERM BORROWINGS TO SUPPORT CONSTRUCTION RELATED ACTIVITIES- PSM AND SKYHAVEN

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>5,480</u>	<u>5,398</u>	<u>82</u>	<u>5,299</u>	<u>181</u>	<u>14,119</u>
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	1,893	2,000	(107)	1,980	(87)	5,824
BUILDINGS AND FACILITIES MAINTENANCE	601	675	(74)	605	(4)	2,383
GENERAL AND ADMINISTRATIVE	250	247	3	262	(12)	720
UTILITIES <i>(PAGE #6)</i>	277	236	41	253	24	842
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	75	143	(68)	103	(28)	350
MARKETING AND PROMOTION	79	107	(28)	103	(24)	320
ALL OTHER <i>(PAGE #6)</i>	<u>469</u>	<u>770</u>	<u>(301)</u>	<u>631</u>	<u>(162)</u>	<u>1,356</u>
OPERATING INCOME	<u>3,644</u>	<u>4,178</u>	<u>(534)</u>	<u>3,937</u>	<u>(293)</u>	<u>11,795</u>
	1,836	1,220	616	1,362	474	2,324
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	26	22	4	46	(20)	67
DEPRECIATION	<u>2,024</u>	<u>1,988</u>	<u>36</u>	<u>2,090</u>	<u>(66)</u>	<u>5,958</u>
NET OPERATING INCOME	(214)	(790)	576	(774)	560	(3,701)

CONSOLIDATED OPERATING REVENUES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 AND 2014

(\$ 000's)

FEE REVENUES YEAR TO DATE



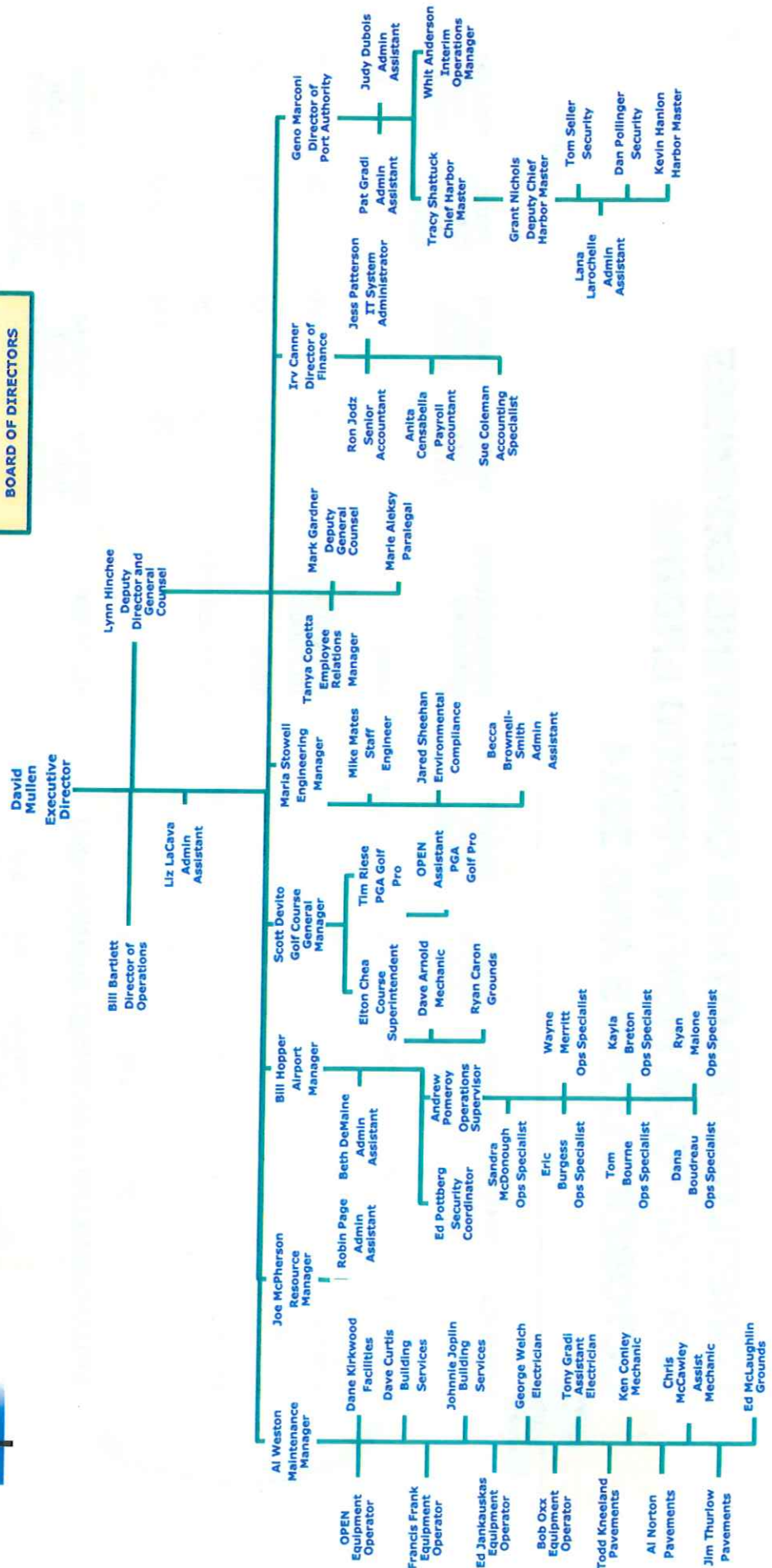
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	3,321	3,129	192	3,056	265	9,395
FEE REVENUES (SEE CHART)	1,352	1,209	143	1,323	29	2,746
FUEL SALES (SEE CHART)	448	664	(216)	558	(110)	1,095
CONCESSION REVENUE	133	137	(4)	141	(8)	293
GOLF MERCHANDISE	98	80	18	91	7	180
ALL OTHER - NET	128	179	(51)	130	(2)	410
	5,480	5,398	82	5,299	181	14,119

FUEL ANALYSIS

	ACTUAL SALES	BUDGETED SALES	SALES VARIANCE	ACTUAL COGS	BUDGETED COGS	COGS VARIANCE
SKYHAVEN AIRPORT	51	47	4	47	42	5
PORTSMOUTH FISH PIER	221	369	(148)	166	347	(181)
RYE HARBOR	80	113	(33)	63	110	(47)
HAMPTON HARBOR	96	135	(39)	73	126	(53)
	448	664	(216)	349	625	(276)

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART - CURRENT

BOARD OF DIRECTORS



NOTE:
1, EXCLUDES, NON-BENEFITED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 AND 2014

(\$ 000's)

UTILITIES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET
ELECTRICITY	136	136	131	508	LEGAL	4	45	7	136
WASTE DISPOSAL	33	31	38	92	INFORMATION TECHNOLOGY	16	26	38	77
NATURAL GAS AND OIL	5	23	6	106	AUDIT	50	52	55	65
PROPANE	10	21	13	63	ALL OTHER- NET	5	20	3	72
WATER	93	25	65	73		75	143	103	350
	277	236	253	842					

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 AND 2014

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	
INTEREST EXPENSE	27	24	48	71	
INTEREST INCOME AND OTHER	(1)	(2)	(1)	(4)	
(GAIN) / LOSS ON SALE OF ASSETS	-	-	(1)	-	
	<u>26</u>	<u>22</u>	<u>46</u>	<u>67</u>	
					INTEREST EXPENSE
					YEAR TO DATE
					FISCAL BUDGET
					PROVIDENT BANK
					CITY OF PORTSMOUTH
					TOTAL
					18 45
					9 26
					27 71

NOTE:
1. SEE PAGE #15 FOR FURTHER INFORMATION REGARDING THE PDA CURRENT LONG TERM DEBT STRUCTURE AND CURRENT INTEREST RATES.

CONSOLIDATED STATEMENTS OF NET POSITION

(\$ 000's)

CASH AND EQUIVALENTS AT OCTOBER 31, 2015

	JUN 30 2015	OCT 31 2015	UNRESTRICTED	RESTRICTED
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	1,257	909		
ACCOUNTS RECEIVABLE- NET	1,899	1,154		
OTHER ASSETS	471	368		
TOTAL CURRENT ASSETS	3,627	2,431	387	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	875	798		
ACCOUNTS RECEIVABLES- NET	987	813		
TOTAL RESTRICTED ASSETS	1,862	1,611	5	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	62,625	62,894		400
CONSTRUCTION IN PROCESS (PAGES #10-#14)	11,206	9,431		304
TOTAL ASSETS	73,831	72,325		43
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	413	413	456	798
TOTAL NET POSITION	413	413	909	798
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	1,936	2,034		
ACCOUNTS PAYABLE- CONSTRUCTION	609	236		
UNEARNED REVENUE	548	240		
REVOLVING LOC FACILITY	2,750	175		
CURRENT PORTION- LT LIABILITIES	129	116		
TOTAL CURRENT LIABILITIES	5,972	2,801		
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	3,687	3,687		
OTHER LT LIABILITIES	465	465		
TOTAL LIABILITIES	4,152	4,152		
DEFERRED INFLOWS OF RESOURCES				
PENSION	472	472		
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	72,641	71,503		
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,153	1,157		51
HARBOR DREDGING	391	400		-
FOREIGN TRADE ZONE	46	51		-
UNRESTRICTED	(5,093)	(3,757)	126	-
TOTAL NET POSITION	69,138	69,354	909	798

PEASE
DEVELOPMENT
AUTHORITY

GENERAL FUNDS
TENANT ESCROW
PCA MARKETING
ALL OTHER

DIVISION OF
PORTS AND
HARBORS

GENERAL FUNDS
HARBOR
MANAGEMENT

HARBOR
DREDGING

REVOLVING LOAN-
FISHERY FUND

REVOLVING LOAN-
FISHERY FUND
(SEQUESTERED)

FOREIGN TRADE
ALL OTHER

TOTAL

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2015

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-15	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-15
PORTSMOUTH AIRPORT					
ASR CONSTRUCTION PROJECT (SBG 1602)	1,691	165	-	165	1,856
PAVEMENT AND DRAINAGE RESTORATION (SBG 1603)	1,110	53	-	53	1,163
OBSTRUCTION MITIGATION DESIGN (FAA #49)	283	17	-	17	300
RUNWAY DEMAND AND LENGTH ANALYSIS (SBG 1601)	76	2	-	2	78
AIRFIELD MARKING AND SIGNAGE (FAA #55)	12	-	12	(12)	-
PSM SIGN ENTRANCE	5	24	29	(5)	-
PSM TERMINAL BATHROOM RENOVATIONS (FAA- TBD)	11	6	-	6	17
PSM OBSTRUCTION PERMITTING AND DESIGN (FAA-TBD)	2	-	-	-	2
PSM RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	2	-	-	-	2
TRANE COMPRESSOR REPLACEMENT	-	11	-	11	11
	<u>3,192</u>	<u>278</u>	<u>41</u>	<u>237</u>	<u>3,429</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2015

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-15	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-15
SKYHAVEN AIRPORT					
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	3,358	9	-	9	3,367
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	508	8	-	8	516
TAXILANE PAVEMENT AND DRAINAGE (SBG 05-2012)	11	-	-	-	11
	<u>3,877</u>	<u>17</u>	=	<u>17</u>	<u>3,894</u>
MAINTENANCE	=	=	=	=	=
ADMINISTRATION	=	=	=	=	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2015

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-15	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-15
GOLF COURSE					
CLUBHOUSE EXPANSION (DESIGN ONLY)	53	11	-	11	64
GOLF WEBSITE UPGRADE	6	2	8	(6)	-
CLUBHOUSE KITCHEN MODIFICATIONS	-	58	-	58	58
CLUBHOUSE EQUIPMENT	-	2	-	2	2
	<u>59</u>	<u>73</u>	<u>8</u>	<u>65</u>	<u>124</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2015

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-15	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-15
TRADEPORT					
ROUNDABOUT- BUILDING #90	8	-	-	-	8
CORPORATE DRIVE SIDEWALK AND LIGHTING	-	4	-	4	4
STREET LIGHT REPLACEMENT	-	9	-	9	9
	8	13	=	13	21

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2015

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-15	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-15
DIVISION OF PORTS AND HARBORS					
WATER QUALITY IMPROVEMENT	1,923	1	-	1	1,924
HAMPTON HARBOR DESIGN AND RENOVATIONS	1,599	-	1,599	(1,599)	-
SOUTH ACCESS BRIDGE REPLACEMENT	384	-	384	(384)	-
MARKET STREET TRUCK SCALE REPLACEMENT	103	15	118	(103)	-
CAMERAS- NEWCASTLE PIER	25	1	26	(25)	-
RYE FLOATING DOCK REPLACEMENT	16	-	16	(16)	-
FACILITY SECURITY OFFICER TRAINING	15	-	15	(15)	-
TIGER GRANT APPLICATION	3	3	-	3	6
CONDENSER REPLACEMENT- PFP	-	8	-	8	8
HAMPTON VIDEO SURVEILLANCE RENOVATIONS	-	25	-	25	25
	4,068	53	2,158	(2,105)	1,963
TOTAL	11,204	434	2,207	(1,773)	9,431

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>265</u>	<u>264</u>	<u>1</u>	<u>957</u>	<u>256</u>
FACILITIES RENT	176	184	(8)	566	174
CARGO AND HANGARS	59	54	5	161	49
CONCESSION REVENUES	6	4	2	13	2
FEE REVENUES	13	6	7	167	9
ALL OTHER	11	16	(5)	50	22
	<u>265</u>	<u>264</u>	<u>1</u>	<u>957</u>	<u>256</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	298	307	(9)	949	271
BUILDINGS AND FACILITIES MAINTENANCE	259	292	(33)	1,303	247
GENERAL AND ADMINISTRATIVE	58	56	2	168	56
UTILITIES	81	81	-	368	79
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	6	8	(2)	24	7
ALL OTHER	-	-	-	-	-
	<u>702</u>	<u>744</u>	<u>(42)</u>	<u>2,812</u>	<u>660</u>
OPERATING INCOME	(437)	(480)	43	(1,855)	(404)
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-
DEPRECIATION	1,284	1,200	84	3,600	1,296
NET OPERATING INCOME	(1,721)	(1,680)	(41)	(5,455)	(1,700)

(\$,000 \$)

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>100</u>	<u>95</u>	<u>5</u>	<u>265</u>	<u>75</u>
CARGO AND HANGARS	49	48		144	44
FUEL SALES	51	47		120	31
ALL OTHER	-	-		1	-
	<u>100</u>	<u>95</u>	<u>5</u>	<u>265</u>	<u>75</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	10	9	1	40	10
BUILDINGS AND FACILITIES MAINTENANCE	19	38	(19)	113	26
GENERAL AND ADMINISTRATIVE	10	12	(2)	35	12
UTILITIES	6	12	(6)	37	6
PROFESSIONAL SERVICES	3	2	1	5	3
MARKETING AND PROMOTION	-	-	-	-	-
ALL OTHER- FUEL	47	42	5	102	26
	<u>95</u>	<u>115</u>	<u>(20)</u>	<u>332</u>	<u>83</u>
OPERATING INCOME	5	(20)	25	(67)	(8)
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION	73	102	(29)	290	84
NET OPERATING INCOME	(68)	(122)	54	(357)	(92)

	YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>49</u>	<u>144</u>	<u>44</u>
CARGO AND HANGARS	49	144	44
FUEL SALES	51	120	31
ALL OTHER	-	1	-
	<u>100</u>	<u>265</u>	<u>75</u>

	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
GALLONS OF FUEL SOLD				
FY 2016	2,683	11,882	11,882	\$ 4.30
FY 2015	544	5,476	15,831	\$ 5.57

	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
NET CASH FLOW					
FY 2016	5	(17)	-	283	271
FY 2015	(109)	(3,392)	-	2,834	(667)
FY 2014	(68)	(557)	-	458	(167)
FY 2009-2013	(499)	(525)	(100)	318	(806)
	(671)	(4,491)	(100)	3,893	(1,369)

(\$,000 \$)

(\$,000 \$)

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL
OPERATING REVENUES	2,814	2,713	2,863	2,730	133	8,058	2,648		
RENTAL OF FACILITIES	2,814	2,713	2,863	2,730	133	8,058	2,648		
ALL OTHER	49	17	110	113	(3)	315	91		
OPERATING EXPENSES	2,863	2,730	2,863	2,730	(2)	55	19		
PERSONNEL SERVICES AND BENEFITS	2,628	-	-	-	-	-	-		
BUILDINGS AND FACILITIES MAINTENANCE	20	(3)	110	113	(3)	315	91		
GENERAL AND ADMINISTRATIVE			16	18	(2)	55	19		
UTILITIES			25	56	(31)	167	30		
PROFESSIONAL SERVICES			-	3	(3)	10	-		
MARKETING AND PROMOTION			20	-	20	-	-		
ALL OTHER			16	40	(24)	120	17		
			<u>187</u>	<u>230</u>	<u>(43)</u>	<u>667</u>	<u>157</u>		
OPERATING INCOME			2,676	2,500	176	7,391	2,491		
NONOPERATING (INCOME) AND EXPENSE									
DEPRECIATION	287	(33)	287	320	(33)	960	332		
NET OPERATING INCOME			2,389	2,180	209	6,431	2,160		

(\$,000 \$)

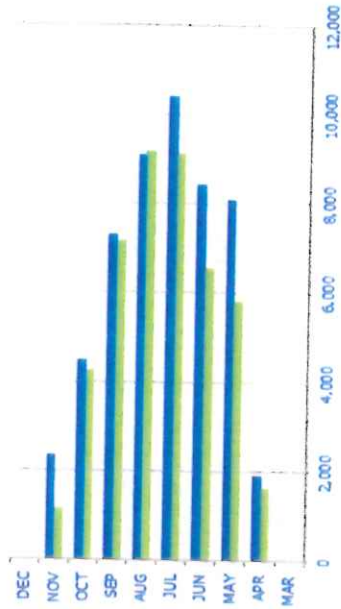
STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE
OPERATING REVENUES	<u>1,224</u>	<u>1,102</u>	<u>122</u>	<u>2,043</u>	<u>1,149</u>	CONCESSION REVENUES	121	120	272	131
OPERATING EXPENSES						FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	333	387	(54)	915	380	GOLF FEES	831	710	1,140	775
BUILDINGS AND FACILITIES MAINTENANCE	152	172	(20)	363	149	MEMBERSHIPS	168	160	320	147
GENERAL AND ADMINISTRATIVE	70	63	7	155	64	SIMULATOR	3	3	116	2
UTILITIES	118	67	51	150	92	GOLF LESSONS	6	9	15	8
PROFESSIONAL SERVICES	3	3	-	9	3		<u>1,008</u>	<u>882</u>	<u>1,591</u>	<u>932</u>
MARKETING AND PROMOTION	17	18	(1)	55	29	MERCHANDISE AND OTHER	95	100	180	86
ALL OTHER	105	108	(3)	218	111		<u>1,224</u>	<u>1,102</u>	<u>2,043</u>	<u>1,149</u>
OPERATING INCOME	<u>426</u>	<u>284</u>	<u>142</u>	<u>177</u>	<u>321</u>	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	(1)	PRO SHOP	98	1,002	121	3
DEPRECIATION	133	127	6	392	128	COURSE OPERA	80	619	86	13
NET OPERATING INCOME	<u>293</u>	<u>157</u>	<u>136</u>	<u>(215)</u>	<u>194</u>	FOOD / BEV	80	619	86	13
						SIM	18	383	35	(10)
						TOTAL	18	383	35	(10)
						OPERATING REVENUES	98	1,002	121	3
						OPERATING EXPENSES (EXCLUDING DEPRECIATION)	80	619	86	13
						NET OPERATING INCOME	18	383	35	(10)

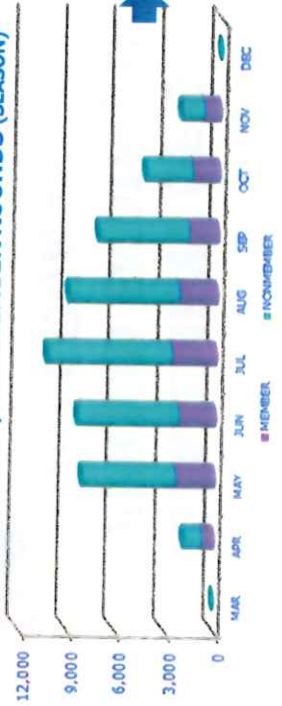
KEY GOLF COURSE BENCHMARKING DATA AS OF NOVEMBER 30, 2015

ROUNDS OF GOLF PLAYED (SEASON)



2014 SEASON (YTD)	2015 SEASON (YTD)
44,942	52,110
58	48

2015 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

Month	FY 2015	FY 2016
JULY	\$ -	\$ -
AUGUST	-	-
SEPTEMBER	-	345
OCTOBER	2,102	2,726
NOVEMBER	12,929	10,176
DECEMBER	16,600	-
JANUARY	25,580	-
FEBRUARY	21,984	-
MARCH	25,425	-
APRIL	13,439	-
MAY	-	-
JUNE	927	-
2015 YTD	\$ 118,986	\$ 13,247

BAR AND GRILL GROSS SALES

Month	FY 2015	FY 2016
JULY	\$ 164,577	\$ 176,459
AUGUST	168,895	185,715
SEPTEMBER	157,632	166,667
OCTOBER	113,012	113,551
NOVEMBER	72,858	70,077
DECEMBER	95,487	-
JANUARY	71,415	-
FEBRUARY	67,945	-
MARCH	84,329	-
APRIL	97,307	-
MAY	160,133	-
JUNE	169,876	-
2015 YTD	\$ 1,423,466	\$ 712,469

2015 YTD ROUNDS

MEMBER	15,633
NONMEMBER	36,477
TOTAL	52,110

2014 YTD ROUNDS

MEMBER	15,019
NONMEMBER	29,923
TOTAL	44,942

CLUB / COURSE FUNCTIONS

GROUPS 12-40	41,222
TOURNAMENT PLAY	172,152
LEAGUES	122,494
FOOD AND ROOM FEES	230,824

FY 2014 YTD

FY 2014 YTD	28,860
FY 2015 YTD	39,329
FY 2014 YTD	107,785
FY 2015 YTD	54,643
FY 2014 YTD	119,129
FY 2015 YTD	127,990

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

21

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>978</u>	<u>1,202</u>	<u>(224)</u>	<u>2,654</u>	<u>1,111</u>	FACILITY RENTALS	217	129	537	145
OPERATING EXPENSES						CONCESSION REVENUE	5	6	9	8
PERSONNEL SERVICES AND BENEFITS	373	411	(38)	1,188	424	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	43	94	(51)	225	53	MOORING FEES	110	112	335	111
GENERAL AND ADMINISTRATIVE	37	32	5	97	41	PARKING	88	101	142	93
UTILITIES	47	35	12	114	45	REGISTRATIONS	21	22	165	20
PROFESSIONAL SERVICES	13	6	7	18	15	WHARF / DOCK	<u>81</u>	<u>86</u>	<u>250</u>	<u>129</u>
MARKETING AND PROMOTION	1	1	-	2	1	FUEL SALES	<u>300</u>	<u>321</u>	<u>892</u>	<u>353</u>
ALL OTHER - FUEL	302	583	(281)	917	478	ALL OTHER	59	129	241	77
OPERATING INCOME	<u>162</u>	<u>40</u>	<u>122</u>	<u>93</u>	<u>54</u>	TOTAL	<u>978</u>	<u>1,202</u>	<u>2,654</u>	<u>1,111</u>
NONOPERATING (INCOME) AND EXPENSE						BUSINESS UNIT ANALYSIS				
DEPRECIATION	(205)	193	12	576	205	HAMPTON HARBOR	144	146	325	132
NET OP INCOME	<u>(43)</u>	<u>(153)</u>	<u>110</u>	<u>(483)</u>	<u>(151)</u>	RYE HARBOR	92	92	136	147
						PORTSMOUTH FISH PIER	202	202	136	11
						HARBOR MANAG ADMIN				
						NET OP INC	<u>24</u>	<u>54</u>	<u>189</u>	<u>(118)</u>

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		YEAR TO DATE VARIANCE		FISCAL YEAR BUDGET		PRIOR YEAR TO DATE ACTUAL	
	33	28	5	102	32	6	2	4	5	15
HARBOR DREDGING										
OPERATING REVENUES										
OPERATING EXPENSES										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	8	-	8	-	20	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	7	-	7	-	-	-	-	2	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	1	4	(3)	8	1
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	15	-	15	-	20	1	4	(3)	10	1
OPERATING INCOME	18	28	(10)	102	12	5	(2)	7	(5)	14
NONOPERATING (INCOME) AND EXPENSE										
DEPRECIATION	8	4	4	13	4	-	-	-	-	-
NET OPERATING INCOME	10	24	(14)	89	8	5	(2)	7	(5)	14

(\$ 000's)

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2015 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR ACTUAL TO DATE
REVOLVING LOAN FUND					
OPERATING REVENUES	11	13	(2)	36	13
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-
GENERAL AND ADMINISTRATIVE UTILITIES	1	-	1	-	-
PROFESSIONAL SERVICES	6	7	(1)	22	3
MARKETING AND PROMOTION	-	-	-	-	-
ALL OTHER	-	-	-	-	-
OPERATING INCOME	7	7	-	22	3
NONOPERATING (INCOME) AND EXPENSE	4	6	(2)	14	10
DEPRECIATION	-	-	-	-	-
NET OPERATING INCOME	4	6	(2)	14	10

	BALANCE AT 10-31-2015	BALANCE AT 06-30-2015	BALANCE AT 06-30-2014
REVOLVING LOAN FUND RECONCILIATION			
CASH BALANCES			
GENERAL FUNDS	304	330	158
RESTRICTED FUNDS	43	43	43
LOANS OUTSTANDING	347	373	201
CURRENT	124	115	126
LONG TERM	689	666	809
	813	781	935
	1,160	1,154	1,136
CAPITAL UTILIZATION RATE- % (*)	72.8	70.3	85.5
FUND EXCESS (DEFICIENCY)- % (*)	(2.2)	(4.7)	10.5

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

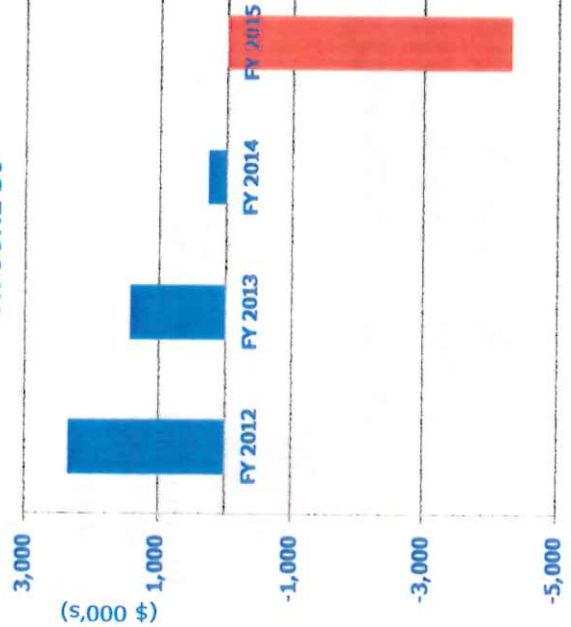
(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

(\$ 000's)

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT NONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- REVENUE ESCALATION / CPI HAS BEEN EXCEEDED BY COST ESCALATION RELATIVE TO PERSONNEL SERVICES AND BENEFITS.

NET UNRESTRICTED POSITION AT JUNE 30



	JUN 30 2015	OCT 31 2015	JUN 30 2015	OCT 31 2015
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	974	451		
ACCOUNTS RECEIVABLE- NET	1,633	1,116		
OTHER ASSETS	410	333		
TOTAL CURRENT ASSETS	<u>3,017</u>	<u>1,903</u>		
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLES- NET	-	-		
TOTAL RESTRICTED ASSETS	-	-		
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	54,512	52,836		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	7,136	7,468		
TOTAL ASSETS	<u>61,648</u>	<u>60,304</u>		
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	64,665	62,207		
TOTAL NET POSITION	<u>333</u>	<u>333</u>		
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	1,319	1,772		
ACCOUNTS PAYABLE- CONSTRUCTION	568	236		
UNEARNED REVENUE	293	99		
REVOLVING LOC FACILITY	2,750	175		
CURRENT PORTION- LT LIABILITIES	129	116		
TOTAL CURRENT LIABILITIES	<u>5,059</u>	<u>2,398</u>		
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	2,913	2,913		
OTHER LT LIABILITIES	465	465		
TOTAL LIABILITIES	<u>8,437</u>	<u>5,776</u>		
DEFERRED INFLOWS OF RESOURCES				
PENSION	373	373		
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	60,499	59,486		
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	(4,311)	(3,095)		
TOTAL NET POSITION	<u>56,188</u>	<u>56,391</u>		

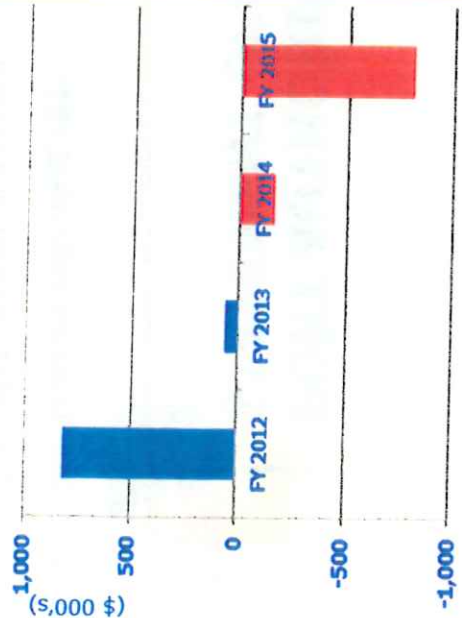
PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION - UNRESTRICTED FUNDS

(\$ 000's)

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS HAS DETERIORATED FINANCIAL STRUCTURE AND MAY REQUIRE REDUCTION IN SERVICES.
- \$ 1.9 MILLION IN STORM WATER MANAGEMENT SYSTEM MODIFICATION AND IMPROVEMENT PROJECT COSTS IN PAST THREE FISCAL YEARS. THE PIER EXPANSION FUND HAS PROVIDED \$1.0 MILLION IN MONIES WHILE \$0.9 MILLION HAS BEEN ABSORBED BY UNRESTRICTED FUND BALANCES.

**NET UNRESTRICTED POSITION
AT JUNE 30**



	JUN 30 2015	OCT 31 2015	JUN 30 2015	OCT 31 2015
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	283	455	375	255
ACCOUNTS RECEIVABLE- NET	266	38	16	-
OTHER ASSETS	61	35	249	141
TOTAL CURRENT ASSETS	<u>610</u>	<u>528</u>	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>	<u>640</u>	<u>396</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	7,914	9,365	774	774
CONSTRUCTION IN PROCESS (PAGES #10-#14)	3,583	1,930	-	-
TOTAL ASSETS	<u>11,497</u>	<u>11,295</u>	<u>1,414</u>	<u>1,170</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
TOTAL NET POSITION	<u>80</u>	<u>80</u>	<u>10,674</u>	<u>10,634</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	<u>-</u>	<u>-</u>	<u>774</u>	<u>774</u>
TOTAL CURRENT LIABILITIES	<u>-</u>	<u>-</u>	<u>774</u>	<u>774</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>-</u>	<u>-</u>	<u>774</u>	<u>774</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>80</u>	<u>80</u>	<u>10,674</u>	<u>10,634</u>

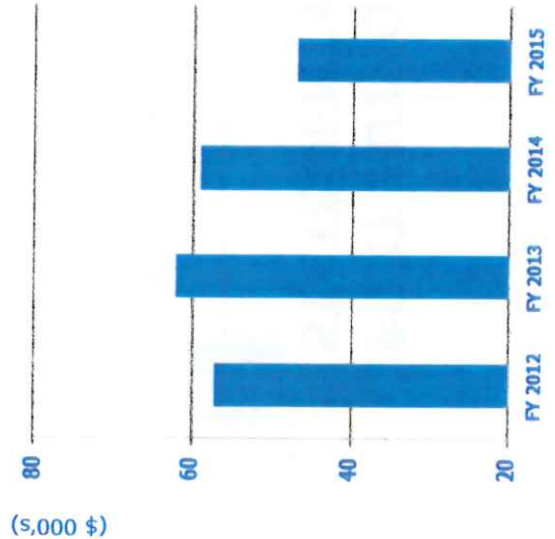
PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- FOREIGN TRADE ZONE

(\$ 000's)

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF FINANCIAL CHALLENGES.
- PRIOR YEAR WESTINGHOUSE RECEIVABLE DELINQUENT BY GREATER THAN 120 DAYS. FULLY RESERVED IN FY 2015

**NET RESTRICTED POSITION
AT JUNE 30**



	JUN 30 2015	OCT 31 2015
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLE- NET	-	-
OTHER ASSETS	-	-
TOTAL CURRENT ASSETS	=	=
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	54	51
ACCOUNTS RECEIVABLES- NET	=	=
TOTAL RESTRICTED ASSETS	<u>54</u>	<u>51</u>
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-
TOTAL ASSETS	<u>54</u>	<u>51</u>
DEFERRED OUTFLOWS OF RESOURCES		
PENSION	=	=
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	8	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	-	-
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	<u>8</u>	=
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	-	-
OTHER LT LIABILITIES	-	-
TOTAL LIABILITIES	<u>8</u>	=
DEFERRED INFLOWS OF RESOURCES		
PENSION	=	=
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	-	-
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	46	51
UNRESTRICTED	-	-
TOTAL NET POSITION	<u>46</u>	<u>51</u>

PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- HARBOR DREDGING

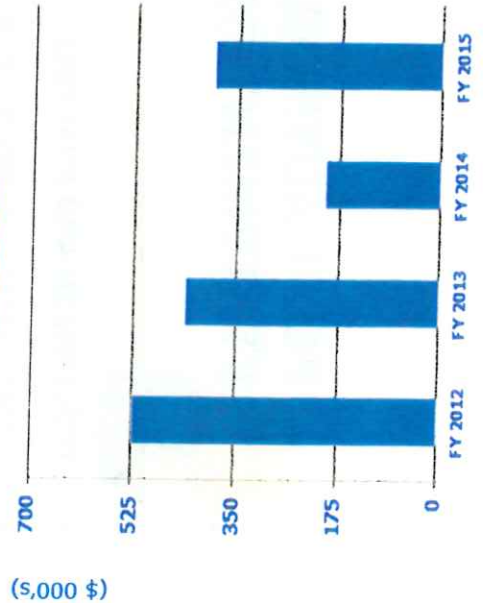
(\$ 000's)

	JUN 30 2015	OCT 31 2015	JUN 30 2015	OCT 31 2015
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	263	4
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	=	=	263	4
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	448	400	-	-
ACCOUNTS RECEIVABLES- NET	206	-	-	-
TOTAL RESTRICTED ASSETS	654	400	263	4
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	199	693	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	487	33	-	-
TOTAL ASSETS	686	726	686	722
DEFERRED OUTFLOWS OF RESOURCES	1,340	1,126	391	400
PENSION	-	-	-	-
TOTAL NET POSITION	1,077	1,122	1,077	1,122
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	263	4	263	4
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	263	4	263	4
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION	686	722	686	722
NET INVESTMENT IN CAPITAL ASSETS	686	722	686	722
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS FOR PORT OPERATIONS.
- FY 2011- HAMPTON HARBOR \$140
- FY 2012- SEABROOK / HAMPTON \$200
- FY 2013- TURNING BASIN \$90
- FY 2014- TURNING BASIN \$98
- FY 2015
 - GROUND TRUCK SCALE \$120
 - GENERAL PIER REPAIRS 50
 - SEABROOK / HAMPTON 13

NET RESTRICTED POSITION AT JUNE 30



PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- REVOLVING LOAN

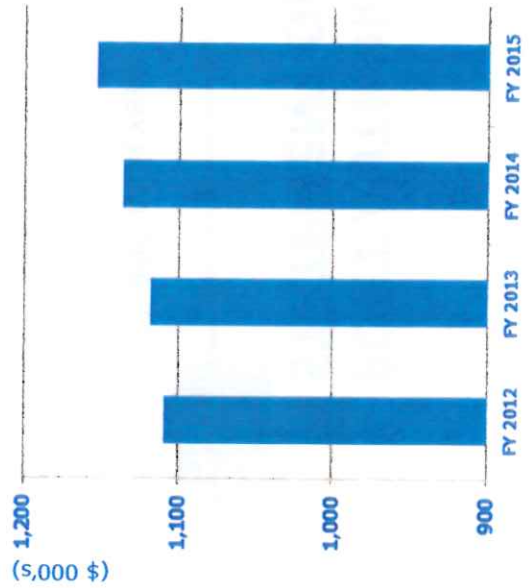
(\$ 000's)

	JUN 30 2015	OCT 31 2015	JUN 30 2015	OCT 31 2015
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	1	3
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	=	=	=	=
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	373	347	-	-
ACCOUNTS RECEIVABLES- NET	781	813	-	-
TOTAL RESTRICTED ASSETS	1,154	1,160	=	=
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	1,154	1,160	=	=
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	=	=	=	=
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	=	=	=	=
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,153	1,157
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	=	=	1,153	1,157

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- CURRENT ECONOMIC ENVIRONMENT DOES HOWEVER CHALLENGE THE DEMAND FOR FUTURE LOANS AND POTENTIALLY, REPAYMENT OF CURRENT LOANS OUTSTANDING.

**NET RESTRICTED POSITION
AT JUNE 30**



CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING AUGUST 31, 2016



**BOARD OF DIRECTORS MEETING
DECEMBER 17, 2015**

TABLE OF CONTENTS

	<u>PAGES</u>
■ PEASE DEVELOPMENT AUTHORITY	
■ SUMMARY OVERVIEW	3-4
■ CAPITAL EXPENDITURES	5-8
■ GRANT AWARDS	9
■ CREDIT FACILITIES	10
■ DIVISION OF PORTS AND HARBORS	
■ SUMMARY OVERVIEW- UNRESTRICTED FUNDS	11-12
■ RESTRICTED FUNDS	
■ HARBOR DREDGING AND PIER MAINTENANCE	13
■ FOREIGN TRADE ZONE	14
■ REVOLVING LOAN	15

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW DECEMBER 1, 2015 TO AUGUST 31, 2016

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

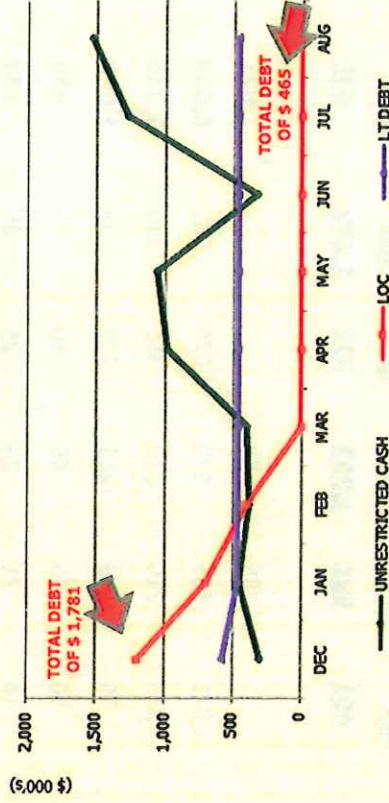
	AMOUNT
OPENING FUND BALANCE	<u>549</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,559
GRANT AWARDS (SEE PAGE #9)	1,671
GOLF COURSE FEE AND CONCESSION REVENUES	1,085
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	173
MUNICIPAL SERVICE FEE (COP)- NET	25
EXTERNAL BANK WORKING CAPITAL- NET	-
	<u>9,933</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	4,400
CAPITAL EXPENDITURES- GRANT (SEE PAGE #5)	1,648
OPERATING EXPENSES	1,520
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #6-#8)	1,261
LONG TERM DEBT RETIREMENT	116
	<u>8,945</u>
NET CASH FLOW	<u>988</u>
CLOSING FUND BALANCE	<u>1,537</u>

DISCUSSION

THE PDA WILL CONTINUE TO NEED TO FURTHER UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED GRANT RELATED CAPITAL EXPENDITURES.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS, 2) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND 3) TRADEPORT REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 11-30-2015	BALANCE AT 06-30-2015
PDA UNRESTRICTED	549	871
PDA DESIGNATED	66	65
TOTAL	<u>615</u>	<u>936</u>

PEASE DEVELOPMENT AUTHORITY
STATEMENT OF CASH FLOW (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
DECEMBER 1, 2015 TO AUGUST 31, 2016

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	549	298	457	380	401	991	1,062	332	1,272	549
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	75	103	300	428	-	265	500	-	-	1,671
TRADEPORT TENANTS	532	1,036	560	565	1,071	565	570	1,075	585	6,559
MUNICIPAL SERVICE FEE	210	355	210	210	355	210	210	355	210	2,325
GOLF COURSE	50	35	35	40	75	175	215	225	235	1,085
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	16	15	15	15	18	21	23	25	25	173
WORKING CAPITAL RLOC- NET	1,200	(500)	(300)	(400)	-	-	-	-	-	-
	<u>2,128</u>	<u>1,094</u>	<u>865</u>	<u>903</u>	<u>1,569</u>	<u>1,281</u>	<u>1,563</u>	<u>1,730</u>	<u>1,100</u>	<u>12,233</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	410	415	443	465	547	445	545	565	565	4,400
CAPITAL- NONGRANT (SEE PAGES #6-#8)	89	57	117	85	100	175	403	95	140	1,261
CAPITAL- GRANT RELATED (SEE PAGE #5)	255	222	157	207	212	480	80	20	15	1,648
OPERATING EXPENSES	475	125	225	125	120	110	115	110	115	1,410
MUNICIPAL SERVICE FEE	1,150	-	-	-	-	-	1,150	-	-	2,300
LONG TERM DEBT RETIREMENT (SEE PAGES#10)	-	116	-	-	-	-	-	-	-	116
	<u>2,379</u>	<u>935</u>	<u>942</u>	<u>882</u>	<u>979</u>	<u>1,210</u>	<u>2,293</u>	<u>790</u>	<u>835</u>	<u>11,245</u>
NET CASH FLOW	(251)	159	(77)	21	590	71	(730)	940	265	988
CLOSING FUND BALANCE	298	457	380	401	991	1,062	332	1,272	1,537	1,537

**PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
DECEMBER 1, 2015 TO AUGUST 31, 2016**

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION- PHASE II	30	50	50	50	30	13	-	-	-	223
IDENTIFICATION MANAGEMENT SYSTEM**	-	105	50	35	40	30	-	-	-	260
ASR CONSTRUCTION (SBG 1602)	6	2	2	-	10	208	15	20	15	278
PAVEMENT AND DRAINAGE (SBG 1603)	-	-	-	2	2	124	-	-	-	128
BATHROOM RENOVATIONS **	-	5	15	80	130	105	65	-	-	400
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	195	35	-	-	-	-	-	-	-	230
TAXILANE PAVEMENTS (DESIGN)	20	25	40	40	-	-	-	-	-	125
RUNWAY DESIGN	4	-	-	-	-	-	-	-	-	4
TRADEPORT										
MULTI USE PATH (ROUTE #33)	-	-	-	-	-	-	-	-	-	-
TOTAL GRANT	255	222	157	207	212	480	80	20	15	1,648

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 DECEMBER 1, 2015 TO AUGUST 31, 2016**

(CONTINUED): (\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
STORM WATER TREATMENT **	-	-	-	-	-	50	-	-	-	50
BUILDING DEV- 53 DURHAM **	-	-	-	50	-	-	-	-	-	50
UNDERGROUND STREET LIGHTING	34	-	-	-	-	-	-	-	-	34
SIDEWALKS- PEDESTRIAN FACILITIES**	-	-	-	-	-	-	50	25	-	75
DRAINAGE DITCHES **	-	-	-	-	20	-	-	-	-	20
SURFACE TRANSPORTATION PLAN **	-	-	-	25	-	-	-	-	-	25
	<u>34</u>	<u>-</u>	<u>-</u>	<u>75</u>	<u>20</u>	<u>50</u>	<u>50</u>	<u>25</u>	<u>-</u>	<u>254</u>

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

DECEMBER 1, 2015 TO AUGUST 31, 2016

(CONTINUED):

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
HANGAR I RENOVATIONS (DESIGN)	10	15	=	=	=	=	=	=	=	25
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	=	=	15	=	=	=	60	=	=	75
GOLF COURSE										
KITCHEN MODIFICATIONS	45	25	-	-	-	-	-	-	-	70
RANGE CART WITH CAGE **	-	-	-	-	-	-	-	20	-	20
TRACTOR **	-	-	-	-	-	-	-	-	15	15
DEBRIS BLOWER **	-	-	-	-	-	-	-	-	10	10
FUEL TANK PAD	-	-	-	-	-	-	-	-	-	-
	45	25	=	=	=	=	=	20	25	115

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

DECEMBER 1, 2015 TO AUGUST 31, 2016

(\$ 000's)

(CONTINUED):

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
AIRFIELD RUNWAY RELAMPING (LEED) **	-	-	-	-	-	-	78	-	-	78
ROOF REPLACEMENT TERMINAL BUILDING **	-	10	30	-	-	60	150	50	-	300
REROOFING OF HUT # 7 AND #8 **	-	-	-	-	-	50	-	-	-	50
SECURITY ACCESS SYSTEM REPLACEMENT**	-	-	50	-	-	-	-	-	-	50
NEW SECURITY DOORS- P1**	-	-	-	10	-	-	-	-	-	10
	=	10	80	10	=	110	228	50	=	488
MAINTENANCE										
HVAC SYSTEM UPGRADE- 7 LEE STREET **	-	-	-	-	-	15	-	-	40	55
VEHICLE FLEET- DUMP BODY **	-	-	-	-	20	-	-	-	-	20
OVERHEAD DOOR- INCINERATOR PLANT	-	7	-	-	-	-	-	-	-	7
LOADER PLOW- ARTIC **	-	-	22	-	-	-	-	-	-	22
FORKLIFT REPLACEMENT **	-	-	-	-	-	-	15	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	50	-	-	50
75 ROCHESTER- FIRE ALARM **	-	-	-	-	-	-	-	-	75	75
VEHICLE FLEET REPLACEMENT **	=	=	=	=	60	=	=	=	=	60
	=	7	22	=	80	15	65	=	115	304
TOTAL NONGRANT	89	57	117	85	100	175	403	95	140	1,261

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 DECEMBER 1, 2015 TO AUGUST 31, 2016**

(\$ 000's)

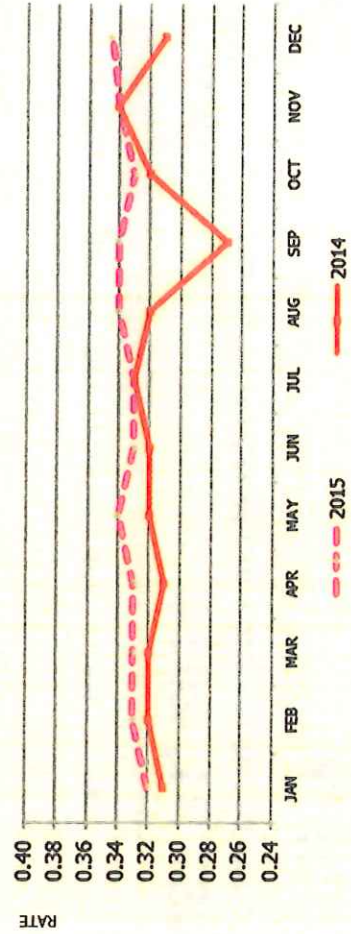
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION- PHASE I	-	35	-	-	-	-	-	-	-	35
OBSTRUCTION MITIGATION- PHASE II	75	-	75	-	-	95	-	-	-	245
IDENTIFICATION MANAGEMENT SYSTEM**	-	-	55	-	-	100	-	-	-	155
ASR CONSTRUCTION (SBG 1602)	-	-	-	-	-	-	180	-	-	180
PAVEMENT AND DRAINAGE (SBG 1603)	-	-	-	-	-	-	120	-	-	120
BATHROOM RENOVATIONS	-	-	-	-	-	-	200	-	-	200
SKYHAVEN AIRPORT										
RUNWAY REHAB DESIGN AND RECON	-	68	-	-	-	-	-	-	-	68
RUNWAY CONSTRUCTION	-	-	-	400	-	-	-	-	-	400
TAXILANE PAVEMENTS	-	-	50	-	-	70	-	-	-	120
RUNWAY DESIGN	-	-	-	3	-	-	-	-	-	3
TRADEPORT										
FEMA SNOW RECOVERY	-	-	120	-	-	-	-	-	-	120
MULTI USE PATH (GRAFTON DRIVE SECTION ONLY)	-	-	-	25	-	-	-	-	-	25
TOTAL GRANT	75	103	300	428	-	265	500	-	-	1,671

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

AMOUNT OF ORIGINAL CREDIT FACILITY	THE PROVIDENT BANK (RLOC)	5,000	OUTSTANDING DEBT ANALYSIS	BALANCE AT 11-30-2015	BALANCE AT 06-30-2015	MATURITY DATE	INTEREST RATE %
AMOUNT AVAILABLE	THE PROVIDENT BANK (RLOC)	5,000	THE PROVIDENT BANK (RLOC)	581	2,750	12-31-2016	2.88
EFFECTIVE DATE	03-10-2011		CITY OF PORTSMOUTH	581	581	12-31-2020	4.50
TERM DATE	12-31-2016		WEIGHTED AVERAGE	4.50	3.331		3.14
PURPOSE	TO PROVIDE WORKING CAPITAL						
INTEREST RATE	ONE MONTH FHLB + 250 BASIS POINTS						
MINIMUM SIZE OF DRAWDOWN	NO MINIMUM						
OTHER	DOES NOT CARRY THE STATE GUARANTEE						

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) DECEMBER 1, 2015 TO AUGUST 31, 2016

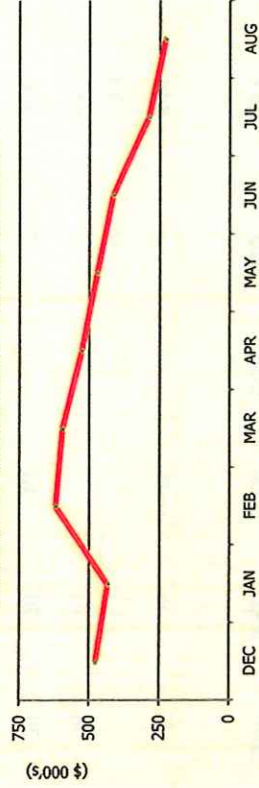
(\$ 000's)

	AMOUNT
OPENING FUND BALANCE	<u>512</u>
SOURCES OF FUNDS	
FACILITY RENTALS	410
MOORING FEES	335
REGISTRATIONS / WHARFAGE	310
FUEL SALES	205
PARKING FEES AND OTHER	96
	<u>1,356</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	930
OPERATING EXPENSES	495
FUEL PROCUREMENT	164
CAPITAL EXPENDITURES	-
LOAN AMORTIZATION (HB 25-FN-A)	-
ALL OTHER	50
	<u>1,639</u>
NET CASH FLOW	<u>(283)</u>
CLOSING FUND BALANCE	<u>229</u>

DISCUSSION

- CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST, 2) WORKERS COMPENSATION CLAIMS AND OR LEGAL SETTLEMENTS, 3) FUEL CONSUMPTION DEMAND, 4) CONTAINMENT OF EMPLOYEE OVERTIME AND 5) \$ 252 LOAN AMORTIZATION SCHEDULE UNDER HB 25-FN-A)
- LEASE AGREEMENT WITH STATE OF MAINE DEPARTMENT OF TRANSPORTATION EXPIRES DECEMBER 31, 2017.
- \$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED.

PROJECTED UNRESTRICTED CASH BALANCES



TOTAL FUND BALANCES	BALANCE AT 11-30-2015	BALANCE AT 06-30-2015
UNRESTRICTED FUNDS	512	321
HARBOR DREDGING	397	449
FOREIGN TRADE ZONE	51	54
REVOLVING LOAN FUND	<u>243</u>	<u>373</u>
TOTAL	<u>1,203</u>	<u>1,197</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS DECEMBER 1, 2015 TO AUGUST 31, 2016

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	512	476	433	619	596	527	472	414	287	512
SOURCES OF FUNDS										
FACILITY RENTALS	50	35	45	50	45	45	48	45	47	410
CONCESSION REVENUES	-	-	-	-	-	3	5	2	2	12
MOORING FEES	-	65	200	40	20	10	-	-	-	335
REGISTRATIONS / WHARFAGE	20	60	65	30	70	20	10	10	25	310
PARKING FEES	-	-	-	-	5	15	20	21	23	84
FUEL SALES	20	15	15	10	25	30	30	30	30	205
	<u>90</u>	<u>175</u>	<u>325</u>	<u>130</u>	<u>165</u>	<u>123</u>	<u>113</u>	<u>108</u>	<u>127</u>	<u>1,356</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	65	155	65	95	160	75	75	165	75	930
BUILDINGS AND FACILITIES	14	20	10	25	30	25	20	25	25	194
GENERAL AND ADMINISTRATIVE	6	10	6	7	9	12	10	9	11	80
UTILITIES	15	21	21	18	15	12	42	12	15	171
PROFESSIONAL SERVICES	10	-	10	-	-	15	-	-	15	50
FUEL PROCUREMENT	16	12	12	8	20	24	24	24	24	164
CAPITAL EXPENDITURES AND OTHER	-	-	15	-	-	15	-	-	20	50
	<u>126</u>	<u>218</u>	<u>139</u>	<u>153</u>	<u>234</u>	<u>178</u>	<u>171</u>	<u>235</u>	<u>185</u>	<u>1,639</u>
NET CASH FLOW	(3)	(43)	186	(23)	(69)	(55)	(58)	(127)	(58)	(283)
CLOSING FUND BALANCE	476	433	619	596	527	472	414	287	229	229

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW - HARBOR DREDGING FUND DECEMBER 1, 2015 TO AUGUST 31, 2016

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>397</u>	<u>400</u>	<u>409</u>	<u>394</u>	<u>403</u>	<u>407</u>	<u>396</u>	<u>408</u>	<u>409</u>	<u>397</u>
SOURCES OF FUNDS										
PIER USAGE FEES	7	9	7	7	7	9	8	6	8	68
REGISTRATIONS	-	1	1	1	1	1	1	1	1	8
FUEL FLOWAGE FEES	1	1	1	1	1	2	3	3	3	16
	8	11	9	9	9	12	12	10	12	92
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	3	-	2	-	3	1	-	3	1	13
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	-	2	-	-	2	-	4	-	10
ALL OTHER	-	-	20	-	-	20	-	-	20	60
	5	2	24	-	5	23	-	9	21	89
NET CASH FLOW	3	9	(15)	9	4	(11)	12	1	(9)	3
CLOSING FUND BALANCE	<u>400</u>	<u>409</u>	<u>394</u>	<u>403</u>	<u>407</u>	<u>396</u>	<u>408</u>	<u>409</u>	<u>400</u>	<u>400</u>

**DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE
DECEMBER 1, 2015 TO AUGUST 31, 2016**

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>51</u>	<u>51</u>	<u>51</u>	<u>49</u>	<u>49</u>	<u>59</u>	<u>57</u>	<u>57</u>	<u>57</u>	<u>51</u>
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	10	-	-	-	-	10
ALL OTHER	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	2	-	-	2	-	-	2	6
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	<u>51</u>	<u>51</u>	<u>2</u>	<u>49</u>	<u>10</u>	<u>2</u>	<u>57</u>	<u>57</u>	<u>2</u>	<u>6</u>
CLOSING FUND BALANCE	<u>51</u>	<u>51</u>	<u>49</u>	<u>49</u>	<u>59</u>	<u>57</u>	<u>57</u>	<u>57</u>	<u>55</u>	<u>55</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- REVOLVING LOAN DECEMBER 1, 2015 TO AUGUST 31, 2016

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>243</u>	<u>257</u>	<u>272</u>	<u>286</u>	<u>300</u>	<u>314</u>	<u>329</u>	<u>343</u>	<u>357</u>	<u>243</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	13	13	13	13	13	13	13	13	13	117
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	1	-	-	-	1	-	-	-	2
	<u>16</u>	<u>17</u>	<u>16</u>	<u>16</u>	<u>16</u>	<u>17</u>	<u>16</u>	<u>16</u>	<u>16</u>	<u>146</u>
USE OF FUNDS										
NEW LOANS ISSUED	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	2	2	2	2	2	2	2	18
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>18</u>
NET CASH FLOW	14	15	14	14	14	15	14	14	14	128
CLOSING FUND BALANCE	<u>257</u>	<u>272</u>	<u>286</u>	<u>300</u>	<u>314</u>	<u>329</u>	<u>343</u>	<u>357</u>	<u>371</u>	<u>371</u>

NOTE:
1) EXCLUDES SERQUESTERED FUND BALANCE OF \$43.

MOTION

Director Lamson:

The Pease Development Board of Directors authorizes the Executive Director to execute a License Agreement with Lonza Biologics, Inc. ("Lonza") for the use of of the parking area at 14 Aviation Avenue for Lonza employee parking. The License is for the period of January 1, 2016 through June 30, 2017; on substantially similar terms and conditions as set forth in the draft License attached hereto.

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MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Re: Lonza Parking License – 14 Aviation Avenue
Date: December 8, 2015

Lonza recently approached PDA for the purpose of seeking assistance with its need for additional parking space and requested the temporary use of the parking area connected to 14 Aviation Avenue which is in front of Hangar 227 (the former Pan Am facility). Lonza has agreed to pay \$16,005.00 per annum or \$1,333.75 per month for the use of approximately 119 parking spaces. The term of the License is expected to be for 18 months. Under the proposed agreement Lonza would be responsible for snow removal in addition to sanding and salting as needed. Additionally, Lonza will be responsible for installing any additional lighting, if required, and to pay for the expense of lighting the parking area.

Lonza intends to run a shuttle service to transport its employees to its various sites around the Tradeport and will erect a shelter on the parking lot to provide protection from the elements. As the property is located in the Airport Industrial Zone the agreement is subject to the approval of the FAA for this non- aeronautical use. Bill Hopper has reached out to the FAA on a preliminary basis and has received a verbal authorization for the proposed use subject to PDA's ability to terminate the agreement if an aeronautical use is made of the site.

At the December 17, 2015 meeting of the Board I intend to request your approval to complete negotiations with Lonza and to enter into an agreement upon substantially similar terms and conditions set forth in the attached draft License.

P:\MEMOS.MHG\LonzaParkingLicense14Aviation120815.wpd

PEASE DEVELOPMENT AUTHORITY

DRAFT

LICENSE

This LICENSE is made by and between the PEASE DEVELOPMENT AUTHORITY 55 International Drive, Portsmouth, NH 03801 ("Licensor" or "PDA") and LONZA BIOLOGICS, INC. with a principal place of business located at 101 International Drive, Portsmouth, New Hampshire ("Licensee"). PDA and Licensee may be referred to jointly as the "Parties".

RECITALS

A. PDA is an agency of the State of New Hampshire established pursuant to RSA ch. 12-G, "Pease Development Authority," and is authorized to enter into this License pursuant to the provisions contained therein.

B. This License is subject and subordinate to all agreements between PDA and the United States of America or the United States Air Force including, but not limited to, the Federal Facilities Agreement ("FFA") and the Quitclaim Deeds recorded at the Rockingham County Registry of Deeds (collectively referred to as the "Deed") dated October 15, 2003 and September 16, 2005 granted by the United States of America (the "Government"), acting by and through the United States Air Force ("Air Force") to PDA, all as hereinafter defined. The Parties acknowledge that the Deed imposes certain requirements on Licensee which are addressed in the terms and conditions of this License. By acceptance of this License the Licensee hereby acknowledges that it must abide by and conform to those terms, conditions and restrictions set forth in the Deed as set forth herein.

C. The Parties acknowledge that a Federal Facilities Agreement ("FFA") required under Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. has been entered into by the Air Force, the New Hampshire Department of Environmental Services ("NHDES") and the United States Environmental Protection Agency ("EPA") regarding certain contamination at Pease and that this FFA also imposes certain requirements upon PDA and Licensee which are addressed in the terms and conditions of this License. A copy of the FFA is attached to the Deed. Recording information is set forth in Exhibit 1. The term "FFA" shall include any amendments to said document.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, PDA and Licensee hereby agree as follows: PDA grants to Licensee, for a period beginning on January 1, 2016 through June 30, 2017, an exclusive License (including as to PDA) to use a parking area adjacent to 14 Aviation Avenue, Portsmouth, NH, consisting of 119 spaces, all as otherwise shown on Exhibit A ("Licensed Premises"), attached hereto and made a part of this License.

Licensee may use the Licensed Premises for employee parking and for no other uses without the prior express written consent of the PDA. ***This License shall terminate on June 30, 2017 unless the Board of Directors of Pease Development Authority expressly approves an extension of the License beyond said date.***

Licensee is strictly prohibited from storing any "Hazardous Substances" (as that term is defined in Exhibit B attached hereto) on the Licensed Premises. Subject to PDA approval, Licensee may erect signage to designate the parking area reserved for its exclusive use. Licensee may also issue parking passes to identify vehicles which are authorized to utilize the Licensed Premises. PDA will cooperate with Licensee in any reasonable action which may be required to ensure that the use of the Licensed Premises is reserved for Licensee's exclusive use. Notwithstanding the foregoing, Licensee shall be solely responsible for towing unauthorized vehicles from the Licensed Premises and further agrees that PDA shall incur no liability or financial responsibility associated with the towing of any such unauthorized vehicle.

This License is granted subject to the following conditions:

1. The use, occupation and maintenance of the Licensed Premises shall be: (a) on a triple net basis without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may reasonably prescribe from time to time.

2. Licensee acknowledges that it has inspected the condition of the Licensed Premises and that said Licensed Premises are in good and tenable condition for the use contemplated in this License. **Licensee accepts the Licensed Premises on an "as is," "where is" condition without any representation, warranty or obligation on the part of the PDA to make any alterations, repairs, or improvements or as to the use or occupancy which may be made thereon.** PDA shall not be responsible for any latent or other defect or change in condition in said Licensed Premises.

3. Licensee understands and acknowledges that this License: (a) allows only temporary use of the facilities; and (b) may be terminated as provided in Paragraph 12, and that PDA need not state a reason for any such termination. Licensee's use of the Licensed Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

4. Licensee will, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or expense to PDA. The Licensee shall during its occupancy of the Licensed Premises pick-up and secure any and all trash or debris observed on the Licensed Premises. All trash and debris shall be removed from the Licensed Premises on a regular basis.

5. Licensee shall, at its own expense, promptly repair or replace to the satisfaction of the PDA any PDA or State of New Hampshire property damaged or destroyed by Licensee incident to the exercise of the privileges granted herein.

6. No addition, alteration, change, or improvement (including erection of signage) to the Licensed Premises shall be made without the prior written consent of PDA, which consent shall not be unreasonably withheld or delayed. PDA reserves the right to impose conditions on

any such work to the extent such conditions are consistent with applicable governmental regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Controls promulgated by PDA, applicable provisions of the FFA and the Deed.

7. Licensee will at all times during the existence of this License, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Notwithstanding the foregoing, Licensee shall be permitted, upon five (5) days' notice, to terminate this License without any further cost or obligation if it determines (in its sole discretion) that compliance with applicable laws, rules, regulations or standards would be unduly burdensome or expensive.

a. Responsibility for compliance with such laws, rules, regulations and standards rests exclusively with Licensee. PDA assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. Licensee shall assume responsibility for and pay all costs relating to: (i) any modification required to meet applicable federal, state and local standards or compliance with other applicable laws, regulations, or standards; or (ii) associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs.

b. This condition does not constitute a waiver of Federal Supremacy or State or federal sovereign immunity. Only laws and regulations applicable to the Licensed Premises under the Constitution and statutes of the United States and State of New Hampshire are covered by this condition.

8. PDA or any other agency of the State of New Hampshire, their officers, agents, employees, and contractors may enter upon the Licensed Premises, upon reasonable prior notice and at mutually agreeable times, to inspect the Licensed Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not PDA is responsible for enforcing them and Licensee shall have no claim on account of such entries against PDA, the State of New Hampshire or any officer, agent, employee, or contractor thereof when made in accordance with this Agreement.

a. Licensee acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Licensee acknowledges that PDA has provided it with a copy of the FFA entered into by the EPA, NHDES, and the Air Force on April 24, 1991 and Modification No. 1 thereto, effective March 18, 1993 and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Licensed Premises and that should any conflict arise between the terms of the FFA or the provisions of this License, the terms of the FFA will take precedence.

b. The Air Force, the EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Licensee, to enter upon the Licensed Premises to conduct investigations and surveys, including, where necessary drilling, testpitting, borings, and any other response or remedial action related to the Pease Air Force Base Installation Restoration Program (IRP) or FFA. These inspections, surveys or other response or remedial actions will, to the extent practicable, be coordinated with a representative designated by Licensee. Licensee agrees to comply with the provisions of any health or safety plan implemented by any person during the course of such response or remedial action. Licensee shall have no claim on account of such entries against the United States or the State of New Hampshire or any officer, agent, employee, or contractor thereof except for any intentional or negligent act or omission or breach of this Agreement by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

c. [Reserved]

d. [Reserved]

9. PDA shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the exercise of the privileges granted under this License (including the condition or state of repair of the Licensed Premises and its use and occupation by Licensee), or for damage to the property of Licensee, or for damage to the property or injuries to the person of Licensee's officers, employees, servants, agents, contractors, or others who may be on the Licensed Premises at their invitation or the invitation of any one of them, arising from governmental activities on the Licensed Premises, except to the extent arising out of any intentional or negligent act or omission or breach of this Agreement by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

a. Subject to the foregoing, Licensee agrees to assume all risks of loss or damage to the Licensed Premises including any building(s), improvements, fixtures or other property and bodily injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use and occupancy of the Licensed Premises. Subject to the foregoing, Licensee expressly waives all claims against PDA and the State of New Hampshire, for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Licensed Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License.

b. Licensee agrees to indemnify, save, hold harmless, and defend PDA and the State of New Hampshire (the "State") including, their officers, employees, and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of Licensee's negligence, intentional act or breach of this Agreement and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, releases, storage, disposal of any substance or matter resulting from Licensee's use of the Licensed Premises under this License. This provision shall survive the expiration or termination of this License and Licensee's obligations hereunder shall apply whenever PDA or the State incur costs or liabilities for Licensee's actions of

the types described herein.

c. Licensee shall bear all risk of loss or damage to the Licensed Premises, including any, improvements, fixtures or other property thereon, arising from its use and occupancy of the Licensed Premises.

d. During the entire period this License shall be in effect, Licensee at its expense will carry and maintain comprehensive general liability coverage on an occurrence basis for any and all claims and liability, including without limitation bodily injury, death and property damage insurance occurring on, in or about the Licensed Premises arising in connection with Licensee's use of the Premises (limits of liability shall not be less than Four Million (\$4,000,000) per occurrence; workers' compensation and employee's liability insurance in such amounts and form which meet all applicable labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this License; automobile liability insurance coverage to a limit of not less than One Million dollars (\$1,000,000) per incident for owned, hired and non-owned automobiles, for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Licensed Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License.

e. [Reserved]

f. All policies or certificates issued by the respective insurers shall: (i) name the PDA as an additional insured (excepting workers compensation); (ii) provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the PDA or any other person, provide that the insurer shall have no right of subrogation against PDA; (iii) provide that the policies shall not be canceled without first providing PDA with thirty (30) days advance written notice, except in cases involving the non-payment of a premium, in which case ten (10) days shall be acceptable; (iv) provide that Licensee's coverages shall be primary and non-contributing with respect to any insurance policy carried by PDA and otherwise be reasonably satisfactory to the PDA in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which licensee may have against PDA. At PDA's request, Licensee shall deliver or cause to be delivered to PDA a certificate of insurance evidencing the insurance required by the License prior to occupancy of the Licensed Premises.

10. On or before the date of expiration of this License, or within two (2) business days after its termination, Licensee shall vacate the Licensed Premises, remove all its personal property therefrom and restore and return the Licensed Premises to PDA, broom clean and in the same or better condition than their condition at the commencement of the term of this License, reasonable wear and tear excepted. If Licensee shall fail or neglect to remove all vehicles from the Licensed Premises and to restore the Premises, then at the option of PDA, PDA may remove the vehicles, restore the Premises at the expense of Licensee, and no claim for damage against PDA or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

11. This License is effective only insofar as the rights of PDA in the property involved are concerned, and Licensee shall obtain such permission as may be necessary on account of any other existing rights. Licensee acknowledges that PDA is subject to certain restrictions on the use of the Licensed Premises in accordance with the FFA and the Deed. Notwithstanding any other provisions of this License, Licensee shall also comply with and be subject to the restrictions in the Deed and FFA to the extent applicable to the Licensed Premises or to any rights granted to Licensee under this License in the same manner and to the same extent as PDA is obligated under the Deed and FFA.

12. This License may be terminated by either party without cause on sixty (60) days written notice to the other party concerned, and if such notice shall be so given this License shall terminate on the sixtieth (60th) day following the date of such notice. PDA may terminate this License for cause for any material breach of the terms of this License, including, but not limited to, the failure to pay the License fee or such other charges as may be assessed in connection with the use of the Premises in accordance with this License, by PDA providing fifteen (15) days written notice to the Licensee and if such notice shall be so given and such breach is not cured, this License shall terminate on the fifteenth (15th) day following the date of such notice.

13. This License shall not be transferred or assigned

14. No notice, order, direction, determination, requirement, consent and/or approval under this License shall be of any effect unless it is in writing. All notices to be given pursuant to this License shall be sent by certified mail, postage prepaid, return receipt requested; addressed, if to PDA:

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Attn: Executive Director

and if to Licensee to: Lonza Biologics, Inc.
101 International Drive
Portsmouth, NH 03801
Attn: Director, Purchasing, Planning and Logistics

With a copy (which shall not constitute notice) to:

Lonza America Inc.
90 Boroline Drive
Allendale, NJ 07401
Attn: General Counsel

or at such other address or addresses as PDA or Licensee may from time to time designate by notice given by certified mail. Every notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the third (3rd) business day following the date of such mailing.

15. [Reserved]

16. Licensee shall not discriminate against any person or persons or exclude any persons from participation in Licensee's operations, program, or activities conducted on the Licensed Premises because of race, color, age, sex, handicap, national origin or religion. Licensee, by acceptance of this License, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000(d)); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Department of Defense Directive 5500.11, May 27, 1971, as amended 32 CFR pt 300) will be complied with.

17. This License shall be construed and enforced in accordance with the laws of the State of New Hampshire and may only be modified or amended by mutual agreement of the parties in writing signed by a duly authorized representative of each of the respective parties hereto.

18. This License 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.

19. This License is subject and subordinate to any agreements heretofore or hereafter made between PDA and the United States or the Air Force, the execution of which is required to enable or permit transfer of rights or property to PDA for airport purposes or expenditure of federal grant funds for airport improvement, maintenance or development, including, without limitation, the Deed and FFA. Licensee shall abide by requirements of any agreement between PDA and the United States or the Air Force applicable to the Licensed Premises or Licensee's activities at the Airport and shall consent to amendments and modifications of this License if required by such agreements or as a condition of PDA's entry into such agreements.

20. The rights of Licensee under this License shall be subordinate to PDA's rights to manage the Airport and other common areas and roadways, which rights shall include, without limitation, the right to impose, reasonable rules and regulations relating to use of the Airport common areas and roadways and the right to add, delete, alter or otherwise modify the designation and use of all airfield facilities and parking areas, entrances, exits, roadways and other areas of the Airport, to the extent all of the foregoing are not part of the Licensed Premises.

Licensee shall comply with all federal, state and local laws, rules and regulations which apply to the conduct of the use contemplated, including rules and regulations promulgated by PDA. Licensee acknowledges and agrees that although Licensee's License to the Licensed Premises is exclusive, the uses authorized herein are not granted on an exclusive basis as to the Airport as a whole and that PDA may enter into licenses, leases or other agreements with tenants and/or other users of the Airport in other areas thereof for similar, identical or competing uses.

21. Licensee shall pay a License Fee of One Thousand Three Hundred Thirty Three and 75/100 (\$1,333.75) Dollars per month. The License Fee shall be payable in each case on the first (1st) day of each month without offset in lawful money of the United States at the office of PDA or at such other address as PDA may hereafter designate. The first monthly payment shall be made in advance on or before the commencement date of this License Agreement. The License Fee for any fractional portion of a calendar month at the beginning or end of the term of this License shall be a similar fraction of the License Fee due for an entire month.

22. Licensee shall be solely responsible for the installation of any extra lighting it may require. Licensee agrees to either, 1.) pay for directly or, 2.) reimburse PDA for all electricity consumed for lighting its parking area. Option one is contingent upon the ability of Licensee to separately meter and be billed for the lighting dedicated to Licensee's use by an electric utility company. The methodology for payment for option two shall be worked out by mutual agreement of the Parties.

23. Municipal Services Fee. In addition to the License Fee required to be paid under the terms of this License, Licensee shall also pay to Licensor, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the Pease Development Authority effective July 1, 1998 (Exhibit C). This fee is for fire, police and roadway services provided by or on behalf of Licensor at the Airport and will be subject to increases each year only to the extent the cost to Licensor of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the License Fee. To the extent the Licensed Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, Licensee may offset against any fee paid to Licensor the portion of such municipal taxes as are attributable to fire, police and roadway services, and Licensor shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the Licensed Premises, or on Licensee for all three of fire, police and roadway services and Licensor either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Lease shall terminate

In the event the Licensed Premises, or any portion thereof, are removed from the Airport District, Licensee shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

24. Striping & Shelter. Licensee shall, at its own expense, stripe in all of its designated parking spaces. Licensee may also erect a bus shelter on the site for the use by Licensee's employees provided that at the termination of this License, Licensee removes the shelter and restores the site to an equal or better condition as may be required by Section 10 of this License.

25. Snow Removal. Licensee will be responsible for snow removal and associated sanding and salting services for its exclusive use parking areas. Licensee agrees to work cooperatively with PDA and its snow removal contractor to coordinate snow removal operations and snow storage as may be required. The snow storage area is designated on Exhibit A.

Licensee's snow removal contractor shall be certified by New Hampshire's Green Sno Pro Certification program.

26. FAA Release to Use Property for Non-Aeronautical Purposes. This License is subject to the receipt of a written FAA determination that the agreement: a.) poses no hazard to air navigation and b.) is determined to be compliant with the airport's federal obligations and assurances. This determination requires the applicant to file FAA Form 7460-1 "Notice of Proposed Construction or Alteration" with the FAA at least 45 days prior to the proposed project start date.

27. Each party hereto warrants to the other that it has no dealings with any real estate broker or agent in connection with the negotiation of this License.

OPERATIVE PROVISIONS

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of December 2015,
by authority of the Pease Development Authority.

Pease Development Authority

By: _____
David R. Mullen, Executive Director

This License, together with all terms and conditions thereof, is hereby accepted and
executed by Licensee, Lonza Biologics, Inc., this ___ day of December, 2015

Lonza Biologics, Inc.

By: _____
Duly Authorized

(Print Name)

Title: _____

DRAFT

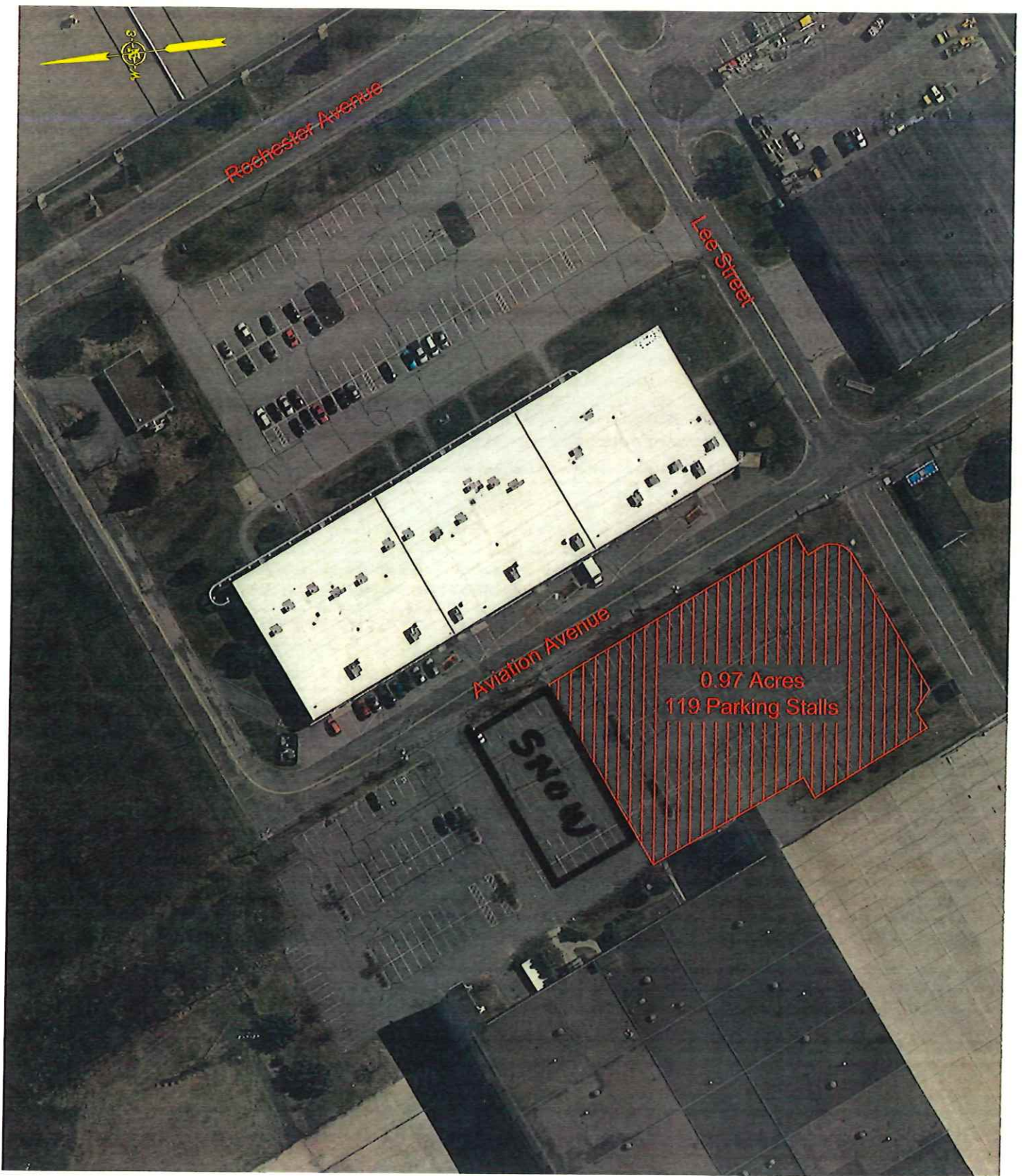
EXHIBIT 1
QUITCLAIM DEEDS
and
FEDERAL FACILITIES AGREEMENT

The FFA is incorporated into the Deeds which are on record at the
Rockingham County Registry of Deeds

October 15, 2003 Quitclaim Deed @ Book 4227 Page 001

September 16, 2005 Quitclaim Deed @ Bok 4564 Page 985

EXHIBIT A
LICENSED PREMISES



Potential Satellite Parking for LONZA

DESIGNED BY: MRM

DATE: 5/18/15

SCALE: 1"=100'

EXHIBIT B

As used in this License, 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 a "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 Part Hc. P 1905 ("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").

As used in this License, the terms "release" and "storage" shall have the meanings provided in RSA 147-B:2, as amended, and the term "disposal" shall have the meaning provided in RSA 147-A:2.

EXHIBIT C
MUNCIPAL SERVICES AGREEMNT

MOTION

Director Loughlin:

The Pease Development Board of Directors authorizes the Executive Director to execute License Agreement Amendment No. 4 with Lonza Biologics, Inc. for the use of a portion of the parking area adjacent to 55 International Drive to extend the term of the License for a period of one (1) year from November 1, 2015 through October 31, 2016. Additionally, the Board approves a) the increase in the parking area square footage to include approximately 99 parking spaces (an increase of 12 spaces); and b) the increase of the License fee to \$866.22 per month made retroactive to December 9, 2015; and all in accordance with the memorandum of David R. Mullen, Executive Director, dated December 8, 2015 attached hereto.

This motion supersedes the authorization for License Amendment No. 4 granted by the Board on October 15, 2015.

N:\RESOLVES\Lonzaparking1215.wpd

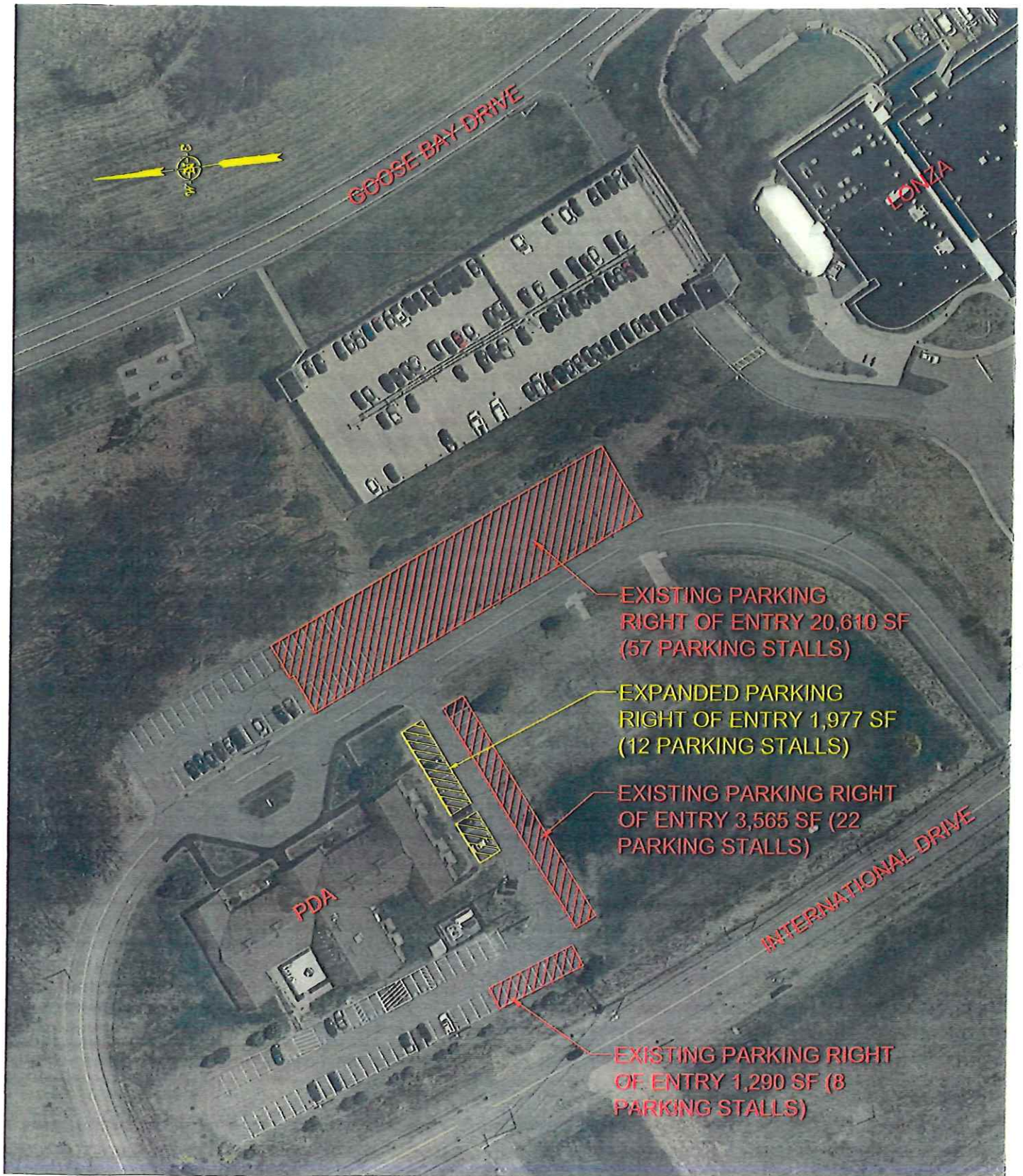
MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Re: Lonza Parking License Amendment – 55 International Drive
Date: December 8, 2015

Lonza recently approached PDA for the purpose of seeking assistance with its need for additional parking and requested 12 additional spaces at 55 International Drive. Currently Lonza has a License (which is based on a square footage basis) to use 87 spaces. The proposal will increase the license fee from 805.00 to \$866.22 per month or \$10,394.64 per year and be effective through October 31, 2016. The proposal is subject to PDA's right to terminate the agreement if it is determined PDA needs to take back parking spaces to maintain its operational viability and all other terms and conditions of the underlying License remaining in full force and effect.

At the December 17, 2015 meeting of the Board I intend to request your approval to complete negotiations with Lonza and to enter into an amendment to the existing License to add 12 additional parking spaces upon similar terms and conditions set forth in this memorandum.

P:\MEMOS.MHG\LonzaParkingLicenseAmd55In't120815.wpd



PROJECT: LONZA PARKING ROE

DESIGNED BY: MRM

DATE: 12/4/15

SCALE: 1"=100'

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with UNH Professional Development & Training from January 1, 2016 through December 31, 2016, for the purpose of conducting wetland education classes on various areas on the Tradeport; on substantially the same terms and conditions set forth in the Right of Entry dated December 18, 2015 and attached hereto.

N:\RESOLVES\UNHWetlands1215.wpd

December 18, 2015

Jennifer Baker, Program Developer
UNH Professional Development & Training
11 Garrison Ave., Stoke G50
Durham, NH 03824

Re: Right of Entry - Various Wetland Areas on Pease International Tradeport
Pease International Airport, Portsmouth, NH

Dear Ms. Baker:

This Right of Entry will authorize the University of New Hampshire ("UNH") and/or its students, research associates, agents and contractors to enter upon a portion of the above referenced Premises as approved by the Pease Development Authority ("PDA") commencing on January 1, 2016 through December 31, 2016. This Right of Entry is granted to UNH for the purpose of conducting, at its sole risk, wetland education classes and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall terminate at midnight on December 31, 2016 unless otherwise extended by agreement of UNH and PDA.

This authorization is conditioned upon the following:

1. UNH understands and acknowledges that this Right of Entry: (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the UNH's officers, agents, servants, employees, students, research associates, or others who may be on the Premises at their invitation or the invitation of any one of them.

3. UNH's agreement herein that any 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 risk 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 students, employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. UNH expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of UNH's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. UNH further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of UNH's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Jennifer Baker, Program Developer
UNH Professional Development & Training
December 18, 2015
Page 2

4. UNH and any agent or contractor of UNH providing PDA with satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as additional insured. UNH and any agent or contractor of UNH providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain (i) a provision that no act or omission of any employee, officer or agent of UNH which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA, (iii) provide that the insurer shall have no right of subrogation against the PDA and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

5. UNH's agreement herein that UNH and/or its students, research associates, agents and contractors shall not enter on any wetlands on the Tradeport without the express prior authorization from Maria Stowell, P.E. - Manager -Engineering Department. UNH shall obtain the consent from Ms. Stowell for use of a designated wetlands training area at least one week before each class begins.

6. UNH's agreement herein that UNH, its students, agents, contractors, and/or invitees will abide by all statutory and administrative rules and regulations governing New Hampshire wetlands including, but not limited to NH RSA 21-0, NH RSA 482-A, and NH RSA 674; and New Hampshire Department of Environmental Services (NH DES) Env-WT 100 - 900.

7. UNH's agreement herein that UNH, its agents, contractors, and/or invitees assume any and all responsibility and associated liability if any statutory and administrative rules and regulations governing wetlands and water quality are violated.

8. UNH's agreement herein that during the term of this Right of Entry there will be no disturbance or alterations to any wetlands used for training purposes that would require a permit from NH DES.

9. UNH's agreement herein that at the sole election of PDA, UNH will immediately remove from the Premises any equipment used in connection with this Right of Entry. UNH's further agrees to remove all equipment used during a training session on or before the end of each training session.

10. UNH's agreement herein that at the end of each training session, that UNH shall return the area(s) used during the training session to the same or better condition as found at the beginning of the training session.

11. UNH's agreement herein that any activity conducted in connection with this Right of Entry shall be directed by a person with knowledge of federal and state laws governing such activities.

Jennifer Baker, Program Developer
UNH Professional Development & Training
December 18, 2015
Page 3

12. UNH's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. UNH acknowledges and agrees that, except as otherwise set forth herein, no legal rights in the Premises shall arise or accrue to it by virtue of this Right of Entry.

Please indicate by your signature below UNH's consent and return the same to me with evidence of insurance as required.

Sincerely,

David R. Mullen
Executive Director

DRM:msa

Agreed and accepted this _____ day of _____, 2015

University of New Hampshire - Professional Development & Training

By: _____
Duly Authorized

P:\ROE\UNH\UNHClasstes2016.wpd

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Portsmouth Naval Shipyard – Security TRASUP from January 1, 2016 through December 31, 2016, for the purpose of conducting emergency vehicle operator’s training course on a portion of the North Apron; on substantially the same terms and conditions set forth in the Right of Entry dated December 18, 2015 and attached hereto.

N:\RESOLVES\PNSYROE1215.wpd

December 18, 2015

Dept. of Defense Police Training
Andrew W. Wakefield, MAC
Security TRASUP
Portsmouth Naval Shipyard
29 Sicard Street/Code 1700
Portsmouth, NH 03804-5000

Re: Right of Entry for Use of North Apron
Pease International Tradeport, Portsmouth, NH

Dear Mr. Wakefield:

This Right of Entry will authorize Department of Defense Police Training ("DODPT") to enter upon a portion of the above referenced Premises (see Exhibit A) for the purpose of conducting, at its sole risk, an emergency vehicle operator's training course and for no other use without the express written consent of the Pease Development Authority ("PDA").

This Right of Entry shall be valid from January 1, 2016 through December 31, 2016 provided the DODPT has completed the Airport Security Identification Display Area ("SIDA") requirements as outlined in Paragraph 6. This Right of Entry shall terminate at midnight on December 31, 2016 (the "Term").

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.

1. DODPT understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

2. DODPT understands and acknowledges that for each specific period of use requested during the Term, DODPT shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises. Authorization shall be granted on a "first come first served" basis.

3. DODPT understands and agrees that it will not enter the premises or conduct emergency vehicle training during the Term of this Right of Entry without the express prior approval of PDA.

4. PDA shall not be responsible for damages to property or injuries to persons which may

Dept. of Defense Police Training
Andrew W. Wakefield, MAC
Portsmouth Naval Shipyard
December 18, 2015
Page 2

arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of DODPT's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

To the extent permitted by law, DODPT agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.

5. DODPT expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

6. DODPT covenants and agrees that at no time during the use of the North Apron shall any training be performed within 200 feet of the area utilized by the National Guard.

7. DODPT hereby acknowledges that vehicles transiting Flight Line Road from Gate 13 and proceeding to the North Ramp shall pass through property under the control of the New Hampshire Air National Guard ("NHANG Cantonment Area"). DODPT hereby acknowledges and agrees for itself, its contractors, agents, servants and invitees that vehicle trips through the NHANG Cantonment Area shall be as limited in number as is reasonably possible, shall observe the 15 MPH speed limit, and shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

8. The North Apron is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of DODPT will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of DODPT to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the North Apron, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of DODPT will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program

Please indicate by your signature or the signature of a duly authorized representative, the consent of DODPT to the terms of this Right of Entry and return the same to me in advance of the commencement of the Term.

Sincerely,

David R. Mullen,
Executive Director

Dept. of Defense Police Training
Andrew W. Wakefield, MAC
Portsmouth Naval Shipyard
December 18, 2015
Page 3

Agreed and accepted this ___ day of _____, 2015

Dept. of Defense Police Training

By: _____
Duly Authorized

cc: William Hopper, Airport Operations Manager
Mark H. Gardner, Deputy General Counsel

P:\ROE\Navy Fire Dept\NavyDODPTROE2016.wpd

EXHIBIT "A"

PREMISES

EXHIBIT A

25' JET FUEL PIPELINE R.O.W.

NEW HAMPSHIRE AIR NATIONAL GUARD

Licensed Premises

NORTH APRON

WATER TOWER AIRPORT BEACON

NEWMARKET ST.

PEASE BLVD.

NEWINGTON PORTSMOUTH

N.H.A.N.G. APRON

CONTROL TOWER

ARFF

* ACCESS BY PRIOR ARRANGEMENT WITH NHANG VIA ROUTE DESIGNATED

T/W "D"

25'

T/W "N"

T/W "A"

RADAR REFLECTOR

RPU

WIND CONE

PAPI'S

NORTH BARRIER RD

ANEMOMETER

WEATHER EQUIP. GENERATOR

75'

T/W "C"

TEMPERATURE SET

AIRFIELD LIGHTING VAULT

N 31° 31' 00" W

1'

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with In Control Family Foundation, Inc. from January 1, 2016 through December 31, 2016, for the purpose of conducting closed course, hands-on crash prevention training on a portion of the North Apron, subject to FAA approval of the non-aviation use of the North Apron; and substantially on similar terms and conditions set forth in the draft Right of Entry dated December 18, 2015 attached hereto.

N:\RESOLVES\InControl1215.wpd

DRAFT

December 18, 2015

Dan Strollo, President
The In Control Family Foundation, Inc.
188 Main Street, Suite 202
Wilmington, MA 01887

**Re: Right of Entry for Use of North Apron
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Strollo:

This Right of Entry will authorize The In Control Family Foundation, Inc. ("In Control") and/or any agents or contractors to enter upon a portion of the above referenced Premises (see Exhibit A) effective from the date of FAA approval (see Paragraph 12 below) through December 31, 2016, for the purpose of conducting, at its sole risk, closed course, hands-on crash prevention training and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at midnight on December 31, 2016

1. In Control understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

2. In Control's agreement herein that any 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 risk 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 or contractors upon the premises and/or the exercise of any of the authorities granted herein. In Control expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of In Control's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. In Control further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of In Control's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of In Control's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

Dan Strollo, President
The In Control Family Foundation
December 18, 2015
Page 2

4. In Control and any agent or contractor of In Control providing PDA with satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as additional insured. In Control and any agent or contractor of In Control providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain (i) a provision that no act or omission of any employee, officer or agent of In Control which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA, (iii) provide that the insurer shall have no right of subrogation against the PDA and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

5. In Control understands and acknowledges that for each specific period of use requested during the Term, In Control shall coordinate with and shall obtain prior approval from the PDA Airport Management Department for use of the Premises. Authorization for use of the Premises shall be granted on a "first come first served" basis to equal priority users. PDA reserves the right to schedule use of the Premises for high priority users whenever necessary.

6. In Control understands and agrees that it will not enter the premises or conduct crash prevention training during the Term of this Right of Entry without the express prior approval of PDA.

7. In Control covenants and agrees that at no time during the use of the North Apron shall any testing be performed within 200 feet of the area utilized by the National Guard.

8. In Control agrees to pay PDA a user's fee in the amount of One Hundred Ninety-One and 78/100 Dollars (\$191.78) per day for each day the premises are used for crash prevention training. On the first day of each month during the term of this Right of Entry, PDA will bill In Control for the user's fee incurred during the previous month.

9. In Control hereby acknowledges that vehicles will enter and exit the premises through Gate 12. Access to Gate 12 must be arranged in advance through the PDA Airport Operations Department (603) 433-6536.

10. In Control agrees that during each training period, the training area shall be designated by the placement of orange traffic cones around the perimeter of the training area. Except during the training sessions, In Control hereby acknowledges and agrees for itself, and its agents shall observe the 15 MPH speed limit, and access to and from the training session shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

11. In Control acknowledges and agrees that it will be responsible for snow removal that is needed for its operations. Snow removal operations must meet the requirements of PDA Airport Operations and will not impede aircraft operations or the operations of other airfield tenants. In Control acknowledges that because there is no stormwater discharge permit in the Right of Entry Area, no deicing chemicals or salt

Dan Strollo, President
The In Control Family Foundation
December 18, 2015
Page 3

will be used or permitted on the Airport Operations Area ("AOA"). In Control further acknowledges that if sand is needed, In Control shall make arrangements with the PDA Maintenance Division for the purchase of FAA-grade sand. Only FAA-grade sand supplied by the PDA Maintenance Division will be permitted to be used.

12. This Right of Entry is subject to the receipt of a written FAA Determination that the project: a) poses no hazard to air navigation and b) is determined to be compliant with the airports federal obligations and assurances. This determination requires the applicant to file FAA Form 7460-1 "Notice of Proposed Construction or Alteration" with the FAA at least 45 days prior to the proposed project start date.

13. The North Apron is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the In Control will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the In Control to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the North Apron, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Operations Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of the In Control will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program

Please indicate by your signature or the signature of a duly authorized representative, the consent of the In Control to the terms of this Right of Entry and return the same to me before testing begins.

Sincerely,

David R. Mullen
Executive Director

Agreed and accepted this ___ day of _____, 2015

The In Control Family Foundation, Inc.

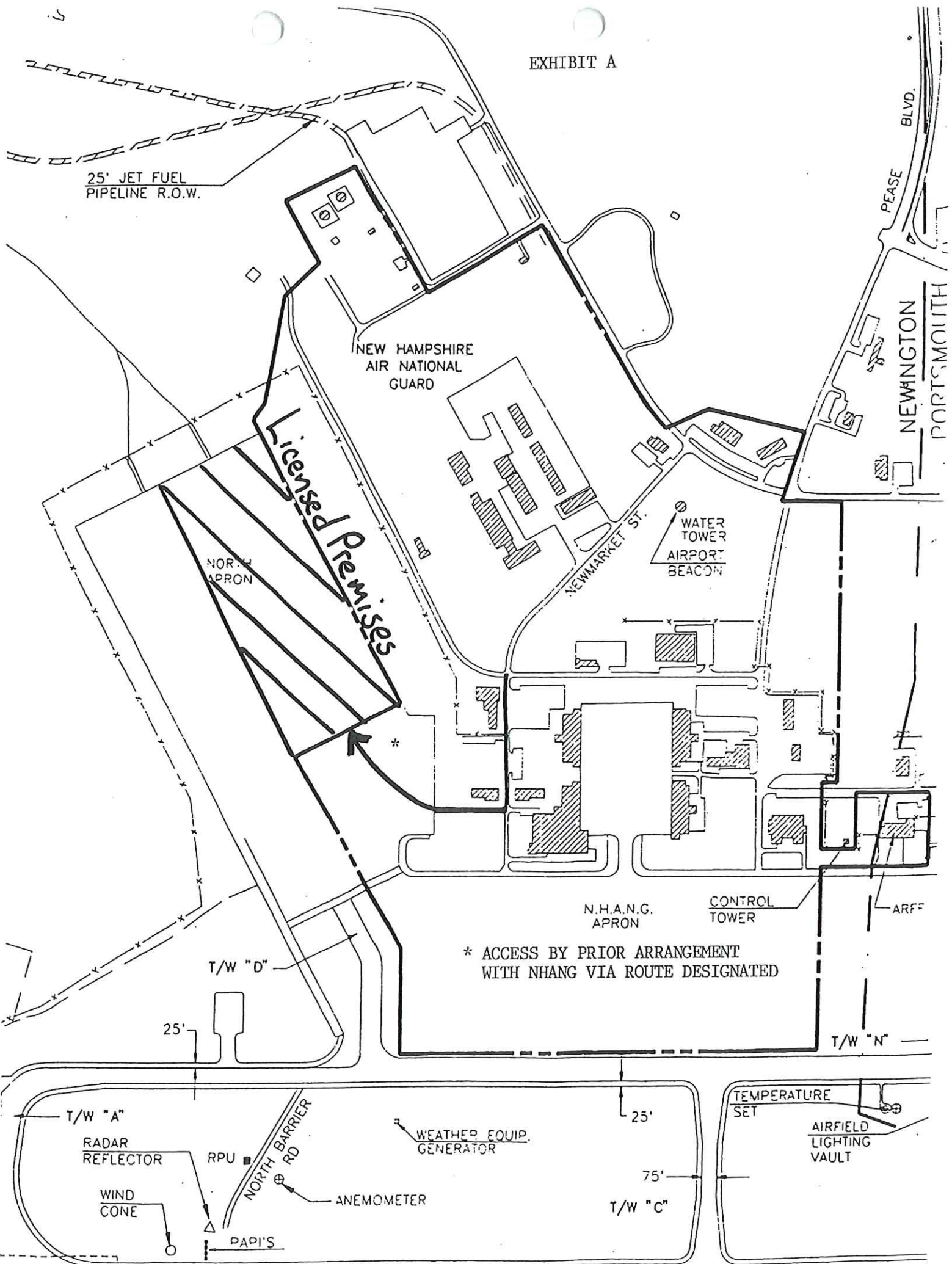
By: _____
Duly Authorized

cc: William Hopper, Airport Operations Manager
Mark H. Gardner, Deputy General Counsel

EXHIBIT "A"

PREMISES

EXHIBIT A



25' JET FUEL PIPELINE R.O.W.

NEW HAMPSHIRE AIR NATIONAL GUARD

Licensed Premises

NORTH APRON

NEW MARKET ST.

WATER TOWER AIRPORT BEACON

PEASE BLVD.

NEWINGTON PORTSMOUTH

N.H.A.N.G. APRON

CONTROL TOWER

ARFF

* ACCESS BY PRIOR ARRANGEMENT WITH NHANG VIA ROUTE DESIGNATED

T/W "N"

25'

T/W "D"

25'

75'

T/W "A"

RADAR REFLECTOR

RPU

WIND CONE

PAPI'S

NORTH BARRIER RD

ANEMOMETER

WEATHER EQUIP. GENERATOR

TEMPERATURE SET

AIRFIELD LIGHTING VAULT

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DM*
Date: December 17, 2015
Re: Sublease between Two International Group, LLC and NRT New England, LLC
dba Coldwell Banker Residential Brokerage

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease at 2 International Drive between Two International Group, LLC ("TIG") and NRT New England, LLC dba Coldwell Banker Residential Brokerage at Two International Drive. The Sublease for 5,607 square feet is for a term of five years effective November 17, 2015. The Subleased Premises will be used for general business offices and related uses.

The Delegation to Executive Director: Consent, Approval of Subleases provides that:

"A Sublease Agreement subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. The use of the Subleased Premises associated with the sublease is permitted under the original sublease;
2. The sublease is consistent with the terms and conditions of the original Lease;
3. The original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. The proposed Sublessee is financially and operationally responsible.

Conditions one through three have been met. As to condition four, PDA relies on TIG's continued primary liability for payment of rent and other obligations pursuant to the PDA/TIG Lease.

The Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements also requires the consent of one member of the PDA Board of Directors. In this instance, Director Lamson was consulted and granted her consent.

P:\TWOINTL\Board Memos\BoardmemTIG1215.wpd

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a Lease Agreement with 73 Corporate Drive at Pease, LLC for the Premises located at 73 Corporate Drive and to:

1. With the concurrence of General Counsel, complete negotiations and to execute a direct Lease Agreement with 73 Corporate, or its nominee, on substantially the terms and conditions of the Hodges Sublease, and with such modifications including the Options as have been set forth in the Memorandum from David R. Mullen, Executive Director, dated December 9, 2015, attached hereto;
2. Complete negotiations and to approve execution of a Consent of Sublessor and Agreement concerning Assignment of the Sublease ("Consent") by and between PDA, Hodges and 73 Corporate, or its nominee; and
3. Authorize and approve such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to facilitate the implementation of the transaction contemplated in said Memorandum.

N:\RESOLVES\73CorpDrive1215.wpd

MEMORANDUM

TO: PDA BOARD OF DIRECTORS

FROM: DAVID R. MULLEN, EXECUTIVE DIRECTOR *DRM*

SUBJECT: ASSIGNMENT AND ASSUMPTION OF SUBLEASE BY HODGES-PORTSMOUTH, LLC TO 73 CORPORATE DRIVE AT PEASE, LLC.

DATE: DECEMBER 9, 2015

CC: LYNN MARIE HINCHEE, IRVING CANNER

History:

The subject premises consist of a 5.0 acre lot on which Hodges-Portsmouth, LLC ("Hodges") has constructed a 12,340 square foot building (the "Facility") for occupancy by Franklin Pierce College, Inc. ("FPC, Inc."). The Hodges lease began on September 1, 1998. On or about September 1, 2013, FPC, Inc. relocated to 119 International Drive at Pease and the premises have been vacant since that time.

Sale by Hodges to 73 Corporate Drive at Pease, LLC ("73 Corporate"):

On October 23, 2015, Hodges and 73 Corporate entered into a Purchase and Sale Agreement for the Facility and a proposed Assignment of the existing Sublease Agreement. It is anticipated that following receipt of required approvals at the PDA Board Meeting on December 17, 2015, the closing will take place within 15 days. It is further anticipated that 73 Corporate will lease the entirety of the Facility to a tenant who will occupy the Facility and operate within the terms of the Lease Agreement.

The Purchase and Sale Agreement is contingent on certain approvals by the PDA, to include a Sublease Extension to a minimum of 40 years from January 1, 2016. In addition, following negotiations with 73 Corporate, it is agreed that the Buyers will require and/or it is in the best interest of all Parties to restructure the 73 Corporate/PDA transaction as follows:

1. Terminate the existing Sublease Agreement (subject to those provisions which survive) and write a new direct Lease Agreement with 73 Corporate.
2. The new Lease Agreement will be coterminous with the existing Sublease Agreement on August 31, 2038, a remaining term of approximately 24 years, and will be subject to an automatic extension to December 31, 2056 upon any of the following:
 - a. Construction of an addition to the Facility of a minimum of 2,500 square feet; or
an automatic extension to December 31, 2061 upon
 - b. Exercise of either or both of Option I or Option II, defined below, for the adjacent properties at 67 Corporate Drive and 121 Corporate Drive, respectively.

3. The new Lease Agreement will permit the following purposes: professional /medical offices and facilities, hospital, and outpatient care facility and customary accessory uses thereto, to include, but not limited to, off street parking and loading, training, recreational and health and wellness facilities and for no other uses without Lessor's prior written consent.

Option Agreements:

73 Corporate is interested in acquiring one or more options, each for a period of one and one half years or two years as set forth below, beginning on January 1, 2016 at the option fee described:

Option I: Subject to a prior Right of First Refusal granted to Pease Rehab, LLC on January 29, 2010 (the "RFR"), which RFR shall expire May 31, 2016, the premises located at 121 Corporate Drive consisting of an estimated useable acreage of 6.4+/- acres. The option fee for the option period January 1, 2016 to June 30, 2016 is \$0. The option fee for the option period July 1, 2016 to June 31, 2017 is \$16,000. At the discretion of the Executive Director, the option period may be extended an additional year from July 1, 2017 to June 30, 2018 at an option fee of \$32,000. Option fees will be due on July 1, 2016 and July 1, 2017, respectively, are non-refundable and will not be pro-rated. Utilizing calendar year 2016 as the base year, the ground area rent upon exercise of the option will be \$25,000 per usable acre.

Option II: The premises located at 67 Corporate Drive consisting of 9.1 +/- acres and an estimated useable acreage of 6 +/- acres. The option fee for the option period January 1, 2016 to December 31, 2016 is \$11,100. At the election of 73 Corporate, the option period may be extended an additional year from January 1, 2017 to December 31, 2017 at an option fee of \$22,200. Option fees will be due on January 1, 2016 and January 1, 2017, respectively, are non-refundable and will not be pro-rated. Utilizing calendar year 2016 as the base year, the ground area rent upon exercise of the option will be \$18,500 per usable acre.

Each of the Options to Lease shall provide that, if exercised, the Leases shall be substantially similar to the new Lease for 73 Corporate Drive. In the event 73 Corporate exercises either of Option I or Option II prior to the expiration of June 30, 2018, the remaining option may be extended for an additional one (1) year period at a rate equal to 30% of the applicable ground area rent based on the useable acreage set forth above.

A plan showing the location of 67, 73 and 121 Corporate Drive is attached hereto for your reference.

Required Action:

The Hodges Sublease requires PDA consent to the any assignment of the Sublease, provided such consent may not be withheld unreasonably. The terms of the Sublease do provide for continuity in the obligations of the existing tenant (Hodges) following assignment.

In order to facilitate the sale of the Premises in accordance with the above conditions, the Board will be asked to take the following actions at its Meeting on December 17, 2015:

1. Authorize the Executive Director with the concurrence of General Counsel to complete negotiations and to execute a direct Lease Agreement with 73 Corporate, or its nominee, on

substantially the terms and conditions of the Hodges Sublease, and with such modifications as have been set forth in this Memorandum including the Options referenced above;

2. Authorize the Executive Director to complete negotiations and to approve execution of a Consent of Sublessor and Agreement concerning Assignment of the Sublease ("Consent") by and between PDA, Hodges and 73 Corporate, or its nominee;
3. Authorize and approve such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to facilitate the implementation of the transaction contemplated in this Memorandum.


If you have any other questions, or require additional information, please let me know.



PROJECT: Exhibit Depicting 67, 73, and 121 Corporate Drive

DESIGNED BY: MRM DATE: 12/9/15 SCALE: 1"=200'

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: December 18, 2015
Re: Revisions to Existing Signs

In accordance with the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the Board on June 20, 2005, I am advising the Board that PDA has approved of the minor revisions to the previously approved sign as follows:

1. 20 International Drive

Revise the sign face on the existing sign located at 20 International Drive to include the new subtenant known as HAVEN (and leased by Seacoast Task Force on Family Violence)

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs provides that:

A sign replacement or minor revision request subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are satisfied:

1. the request is limited to: in-kind replacement when required for maintenance; revision to sign graphics to reflect a new name or logo for an existing tenant; revision to sign graphics to reflect a change in tenancy.
2. there is no substantive change in the size or style of the sign.
3. the request is consistent with the terms and conditions of the original approval; and,
4. all other conditions of the PDA Land Use Controls are satisfied.

Conditions one through four have been met. The Delegation also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted and granted his consent.

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MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind insurance coverages for the Pease Development Authority to be provided by Cross Insurance Agency for the period of 12/31/15 through 12/31/16 in the projected amount of \$161,467.53; all in accordance with the Premium Summary and 2015 - 2016 Insurance Proposal attached hereto.

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Pease Development Authority
5 Year Premium Summary

Boldfaced premiums indicate years insured with Cross Insurance

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
General Liability	\$32,691.00	\$33,327.00	\$29,226.43	\$30,496.42	\$23,017.00	\$23,894.00
Commercial Property	\$86,436.00	\$86,908.00	\$74,071.00	\$76,067.00	\$77,506.00	\$74,536.00
Crime	\$4,432.00	\$4,432.00	\$2,354.00	\$2,354.00	\$2,354.00	\$2,428.00
Commercial Automobile	\$24,278.00	\$22,992.00	\$16,661.00	\$17,783.00	\$19,692.00	\$19,090.00
Umbrella	\$15,243.00	\$15,327.00	\$14,492.00	\$14,946.00	\$9,047.00	\$9,149.00
Employment Practices	Included w/crime	Included w/crime	\$7,971.00	\$8,933.00	\$9,713.00	\$9,640.00
Airport Liability	\$27,000.00	\$27,000.00	\$17,012.00	\$17,012.00	\$17,012.00	\$16,760.00
Pollution Liability	\$10,500.00	\$9,624.00	\$5,640.00	\$5,886.07	\$5,970.53	\$5,970.53
Total	\$200,580.00	\$199,610.00	\$167,427.43	\$173,477.49	\$164,311.53	\$161,467.53

2015-2016 Insurance Proposal

Presented to

Pease Development Authority (PDA)



Presented By

**Christopher Whaley
David Hampson**



Table of Contents

Proposed Premium Summary.....	3
Commercial Property.....	4
Contractors Equipment.....	6
Commercial Package (General Liability).....	7
Business Auto.....	9
Airport Liability.....	11
Crime and Employee Dishonesty.....	13
Employment Practices Liability.....	14
Commercial Umbrella.....	15
Pollution Liability.....	16

Proposed Premium Summary

Policy Type	Company	AM Best Rating	Standard & Poor Rating	Proposed Premium	Expiring Premium
Commercial Property/Equipment	Preferred Aviation Underwriters/AIG	A	A	\$74,536	\$77,506
Commercial Package/(General Liability)	Hanover	A	A-	\$23,894	\$23,017
Business Auto	Hanover	A	A-	\$19,090	\$19,692
Umbrella	Hanover	A	A-	\$9,149	\$9,047
Crime/Employee Dishonesty	Hanover	A	A-	\$2,428	\$2,354
Employment Practices Liability				\$9,640	\$9,713
Airport Liability	AIG	A	A	\$16,760	\$17,012
Pollution	Freberg/Admiral	A+	A+	\$5,970.53	\$5,970.53
Total				\$161,467.53	\$164,311.53

Notes:

- Preferred/AIG will require a property inspection.
- Adjusted property values resulted in an increase of over \$17 million in property blanket limit.
- Property renewal quote from Allianz was \$96,720, which was actually a slight decrease in their overall rates per \$100 of coverage, but at a higher blanket limit. Three year loss ratio with Allianz including 2015 claim is 132%.
- Business personal property at 55 International Drive is now covered solely by Hanover, as part of their package policy that provides general liability coverage.
- Alternate Airport Liability quotes: Old Republic-\$16,673, Berkley Aviation-\$17,578, Allianz-\$32,000
- Option to purchase \$250,000 loss of business income coverage on pollution policy for annual premium of \$1,113.
- Commercial package with Hanover includes \$50,000 Privacy & Security Liability and \$50,000 Cyber Media Liability with a \$5,000 deductible. Coverage can be declined for \$126 premium savings.

Commercial Property

Schedule of Named Insureds

Pease Development Authority
Pease International Tradeport
Skyhaven Airport

Policy forms provide coverage for other entities and subsidiaries controlled, acquired, or formed.

Property Covered: Per Statement of Values on File

Limits of Insurance

Buildings:	\$72,013,331
Business Personal Property:	\$3,329,700
Total Blanket Limit:	\$75,343,031

- \$5,000 deductible per loss
- Agreed value coverage
- No coninsurance
- Broad Special Cause of loss form
- Equipment Breakdown Coverage Included
- Terrorism coverage Included

Flood Insurance \$2,000,000 per occurrence and aggregate limit

Earthquake Insurance \$2,000,000 per occurrence and aggregate limit

- \$25,000 deductible per loss

Business Income \$3,486,000

- Extra expense coverage included

Supplemental Coverages

Additional Coverages

Debris Removal-25% of covered loss plus	\$50,000 (Allianz-\$500,000)
Fire Department Service Charge	\$25,000 (Allianz-\$25,000)
Pollutant Clean up and Removal	\$50,000
Ordinance & Law	\$500,000 (Allianz-\$250,000)
Recharge of Fire Protection Equipment	\$10,000 (Allianz-\$50,000)
Reward Payments	\$10,000
Money & Securities-On your Premises	\$10,000
Money & Securities-Away From Your Premises	\$10,000
Computer Equipment	\$250,000 (Allianz-included in BPP limit)
Media, Electronic Data, And Programs	\$100,000 (Allianz-included in BPP limit)
Lock Replacement	\$10,000 (Allianz-not offered)
Wind Blown Debris	\$10,000
Inventory and Appraisal	\$10,000
Interruption of Computer Operations	\$10,000 (Allianz-not offered)
Fungus, Dry Rot and Bacteria	\$15,000 (Allianz-not offered)

Coverage Extensions

Newly Acquired or Constructed Buildings	\$2,000,000 (Allianz-not offered)
Newly Acquired Business Personal Property	\$2,000,000 (Allianz-not offered)
Personal Effects and Property of Others	\$25,000 (Allianz-not offered)
Valuable Papers and Records	\$100,000
Property Off Premises	\$50,000(Allianz-\$25,000 computers only)
Your Outdoor Property	\$100,000
Trees, Shrubs & Plants	
Any One Tree, Shrub, or Plant	\$1,000
Any One Occurrence	\$10,000 (Allianz-\$50,000)
Fine Arts	\$25,000
Accounts Receivable Records	\$100,000
Off Premises Utility Failure-damage to property	\$100,000 (Allianz-\$50,000)
Off Premises Utility Failure-business income	\$25,000 (Allianz-not offered)
Retaining Walls	\$5,000 (Allianz-nor offered)
Dependent Property	\$100,000 (Allianz-not offered)
Property in Transit	\$50,000
Back-up of Sewers and Drains	\$50,000 (Allianz-\$25,000)
Virus and Hacking	\$25,000
Underground pipes, pilings, and roadways	Not offered (Allianz-\$250,000)
Expediting Expenses	Not Offered (Allianz-\$50,000)

Inland Marine Property Floater

Limit of Insurance	\$5,816,868 per schedule on file
Informational Kiosk	\$10,000
Informational Kiosk	\$35,000
Fuel Farm	\$50,000

- \$5,000 deductible per loss
- Broad "All Risk" inland marine cause of loss form
- No coinsurance
- Terrorism Coverage Included
- Note: Allianz included \$100,000 for rented, borrowed, or leased equipment. Not automatically included with AIG.

Commercial Package Property

Covered Location: 55 International Drive, Portsmouth, NH 03801

Business Personal Property \$480,000

Deductible \$1,000

Gold Property Broadening Endorsement Includes the Following:

Computer and Funds Transfer Fraud	\$15,000
Key Replacement & Lock Repair	\$20,000
Property In Transit	\$100,000
Property Off Premises	\$150,000
Sewer Backup	Included
Temporary Relocation of Property	\$100,000
Underground Water Seepage	\$50,000
Unnamed Locations	\$150,000
Utility Services-Direct Damage	\$100,000
Utility Services-Business Income	\$100,000
Worldwide Property Off-Premises	\$75,000

Real Estate Property Broadening Endorsement Includes the Following:

Alternative Key Systems	\$100,000
Emergency Evacuation Expense	\$25,000

Commercial Package General Liability

Schedule of Named Insureds

Pease Development Authority

Pease International Tradeport

Policy forms provide coverage for employees, board members, executive officers, volunteers, board, commissions, and employees while acting within their official capacity (Division of Ports & Harbors excluded).

Additional Insureds:

Blanket Additional Insured When Required By Contract, Agreement, or Permit

Limits of Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$ 500,000
Medical Payments	\$ 10,000
Employee Benefits Liability	\$1,000,000

- Terrorism Coverage Included
- Snowplowing Operations Coverage Endorsement Included
- Pesticide and Herbicide Applicator Coverage Endorsement Included
- Airport Liability Exclusion
- Aggregate Limit Per Location
- Broad Form Personal Injury
- Unintentional Failure to Disclose Hazards
- Unintentional Failure to Notify
- \$50,000 Privacy and Security Liability Coverage Included (\$5,000 deductible)
- \$50,000 Cyber Media Liability Coverage Included (\$5,000 deductible)

Business Auto

Schedule of Named Insureds

Pease Development Authority

Pease International Tradeport

Policy forms provide coverage for employees, board members, executive officers, volunteers, board, commissions, and employees while acting within their official capacity (Division of Ports & Harbors excluded).

Additional Insureds:

Blanket Additional Insured When Required By Contract

Liability-Symbol 1, Any Auto	\$1,000,000 Combined Single Limit
Uninsured Motorist Coverage	\$1,000,000
Underinsured Motorist Coverage	\$1,000,000
Medical Payments	\$ 5,000
Hired Auto Liability	\$1,000,000
Non-owned Auto Liability	\$1,000,000

Fleet Schedule

	Vehicle Description & VIN Number	Comp. Deductible	Collision Deductible
1	2008 Chevrolet Tahoe K1500 4W {1GNFK13008J174914}	\$500	\$500
2	2011 Chevrolet Silverado K2500HD {1GC2KVC81BZ258348}	\$500	\$500
3	2003 Chevrolet Silverado K2500HD {1GCHK24143E315323}		
4	2006 Chevrolet Silverado K3500 CB {1GBJK34D86E205014}	\$500	\$500
5	2000 Chevrolet K2500 PK {1GCGK24R0YR209646}		
6	2011 Chevrolet Silverado K2500HD {1GC2KVC87BZ367610}	\$500	\$500
7	2001 Ford F350 Super Duty CB {1FDWF37F31ED14763}		
8	2004 Chevrolet Silverado K2500HD {1GCHK24294E356301}		
9	2011 Chevrolet Silverado K2500 HD {1GC0KVC86BZ375947}	\$500	\$500
10	2000 GMC Jimmy/Envoy 4W {1GKDT13W2Y2219996}		
11	2007 Chevrolet Silverado K2500 {1GCHK24D97E152801}	\$500	\$500
12	2011 Isuzu NRR {JALE5W161B7300457}	\$500	\$500
13	2001 Ford Dump {2FDXF47F61EC28986}		
14	2001 Ford E350 Super Duty YY {1FDWE35L21HA50302}	\$500	\$500

	Vehicle Description & VIN Number	Comp. Deductible	Collision Deductible
15	2004 Chevrolet Silverado K2500HD {1GCHK24204E355960}		
16	2007 Chevrolet Silverado K2500HD {1GCHK24D17E150153}	\$500	\$500
17	2003 Chevrolet Silverado K2500HD {1GCHK24193E318539}		
18	2011 Chevrolet Silverado K2500HD {1GC0KVC80BF229514}	\$500	\$500
19	2007 Chevrolet Silverado K2500HD {1GCHK29DX7E156509}	\$500	\$500
20	2004 Chevrolet Silverado K2500HD {1GCHK24284E352210}		
21	2000 Dodge Durango 4W {1B4HS28Z7YF281408}		
22	2005 International 7000 Series 7600 CC {1HTWXSBT35J127533}	\$500	\$500
23	2009 Chevrolet Silverado K3500 CB {1GBJK74699F1F1197}	\$500	\$500
24	2012 Chevrolet Tahoe K1500 {1GNSK2E02CR312626}	\$500	\$500
25	1984 International S Series 1854 CC {1HTLFHXNXEHA37373}		
26	1987 Chevrolet D30 Military Postal Unit PK {1GCHD34J7HF307492}		
27	2001 Arsenal Utility {1A9AB123A1G527280}		
28	2013 Chevrolet Tahoe {1GNSKAE00DR327024}	\$500	\$500
29	2015 Chevrolet Silverado {1GC2KUE81FR136098}	\$500	\$500

Auto Enhancement Endorsement

- Broad Form Named Insured
- Employees as Insureds
- Employee Hired Autos
- Blanket Additional Insured When Required By Contract
- Bail Bonds: \$2,500
- Loss of Earnings: \$500 per day
- Sign Coverage: \$2,000
- Transportation Expense: \$1,500
- Rental Reimbursement: \$3,000
- Blanket Waiver of Subrogation
- Mental Anguish included in Definition of Bodily Injury

Airport Liability

Schedule of Named Insureds

**Pease Development Authority
Pease International Tradeport
Skyhaven Airport**

Policy forms provide coverage for employees, board members, executive officers, volunteers, board, commissions, and employees while acting within their official capacity (Division of Ports & Harbors excluded).

Covered Airport Premises:

Pease International Airport at Pease, Portsmouth, NH (KPSM)
Skyhaven Airport, Rochester, NH (KDAW)

Premises

Single Limit Bodily Injury and Property Damage	\$25,000,000 each occurrence
Medical Payments	\$10,000 each person
Terrorism Liability	Included

Products and Completed Operations

Single Limit Bodily Injury and Property Damage	\$25,000,000 each occurrence
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Hangarkeepers Liability-Not In Flight

Liability Limit	\$25,000,000 each occurrence
Deductible per Aircraft	None

Garagekeepers Liability

Liability Limit	\$125,000 each occurrence \$250,000 aggregate
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Airport Expansion Endorsement

- Broad Form Insured
- On-airport Premises Auto Coverage (secure and non-secure areas)
- Mobile Equipment
- On-airport Premises Watercraft Coverage
- Control Tower-Contingent Liability
- Baggage Liability
- Damage To Autos
- Static Display of Aircraft
- Incidental Medical Malpractice Liability: \$25,000,000
- Discrimination: \$25,000,000
- Deletion of Fellow Employee Exclusion
- Coverage for inadvertent failure to report or notify

Additional Endorsements:

- Amendment of Bodily Injury to Include Mental Anguish
- Amendment to Coverage Territory-Worldwide Coverage
- 120 days notice of cancellation except for non-payment of premium
- Contingent Air Show Liability Endorsement
- Excess Off-Airport Premises "Auto" Liability
- Excess Employers Liability
- Non-owned Aircraft Liability (restricted to aircraft <20 seats)
- Damage to Premises Rented to You (\$100,000)
- Pollution or Contamination of Products Sold or Supplied
- Waiver of Government Immunity
- Volunteers Included in Definition of "Who Is An Insured."

Crime & Employee Dishonesty

Schedule of Named Insureds

Pease Development Authority
Pease International Tradeport
Skyhaven Airport

Policy forms provide coverage for employees, board members, executive officers, volunteers and subsidiary agencies.

	<u>Limit</u>	<u>Deductible</u>
Employee Theft	\$1,000,000	\$5,000
Forgery or Alteration	\$1,000,000	\$5,000
Inside the Premises-Theft of Money and Securities	\$100,000	\$2,500
Outside the Premises	\$100,000	\$2,500
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Money Orders & Counterfeit Currency	\$100,000	\$5,000

Employment Practices Liability

Schedule of Named Insureds

**Pease Development Authority
Pease International Tradeport
Skyhaven Airport**

Policy forms provide coverage for employees, board members, executive officers, volunteers and subsidiary agencies.

Insuring Clause A-First Party Employment Practices	\$1,000,000
Insuring Clause B-Third Party Employment Practices	\$1,000,000

- \$15,000 Retention for Insuring Clauses A & B
- Prior Acts Coverage Included
- Unlimited access to employment law firm of Jackson Lewis Schnitzler & Krupman via toll free hotline for advice on employment matters.
- Access to ChubbWorks.com web-based platform that offers overviews of key employment laws, sample employment policies, and online training.

Commercial Umbrella

Schedule of Named Insureds

Pease Development Authority

Pease International Tradeport

Policy forms provide coverage for employees, board members, executive officers, volunteers, board, commissions, and employees while acting within their official capacity (Division of Ports & Harbors excluded).

Each Occurrence Excess Limit	\$5,000,000
Umbrella Aggregate Limit	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$5,000,000

Underlying Policies

Coverage	Carrier
General Liability	Hanover
Employee Benefits Liability	Hanover
Auto Liability	Hanover
Employers Liability	Maine Employers Mutual (MEMIC)

- Terrorism Coverage Included

Pollution Liability

Schedule of Named Insureds

Pease Development Authority
Skyhaven Airport

Insured Location: Skyhaven Airport, 238 Rochester Hill Road, Rochester, NH.

Liability Limit Each Pollution Incident:	\$1,000,000
Aggregate Limit	\$1,000,000

- \$25,000 self-insured retention per claim
- Retroactive date
- Terrorism Coverage Included
- Underground storage coverage is also provided for two underground tanks at Skyhaven Airport

Please note that this summary is an illustrative overview of your insurance program and not an insurance contract. Please refer to your insurance policies for additional terms, conditions, and exclusions.

MOTION

Director Preston:

The Pease Development Board of Directors authorizes the Executive Director to execute contracts for the provision of Airport Planning and Engineering Services with:

- a) Jacobs Engineering Group, Inc.;
- b) Hoyle Tanner & Associates, Inc.; and
- c) McFarland-Johnson, Inc.

Each contract is for a period of three (3) years with one (1) additional two (2) year option period exercisable at the Executive Director's sole discretion; and all in accordance of the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated December 9, 2015 attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Kim W. Hopper, A.A.E., Airport Manager *KWH*
Maria Stowell, P.E., Engineering Manager *MS*
Date: December 9, 2015
Subject: Airport Planning and Engineering Consultant

This fall, PDA received Statements of Qualifications from five firms in response to a Request for Qualifications to provide airport planning and engineering services on an as-needed basis for Portsmouth and Skyhaven Airports. An evaluation team consisting of staff (Bill Hopper, Maria Stowell, Andrew Pomeroy, and Michael Mates) reviewed and ranked each submission. This process was followed by office tours of two firms whose facilities were unfamiliar to us.

Currently, PDA has two airport consultants under contract, one is designated as the Portsmouth Airport consultant and the other the Skyhaven consultant. The benefit of this approach is having a firm with an intimate knowledge of all aspects of the particular facility. However, there is also a benefit to bringing in a new partner with different backgrounds and experiences. To bridge this gap, we are recommending that PDA enter into on-call contracts with three firms, the two that are currently under contract, plus a third who has equally impressive qualifications.

Jacobs Engineering Group, Inc. (Jacobs) is a large engineering consulting organization with a full aviation services staff in its Bedford office. Jacobs has been Skyhaven's consultant since PDA began managing the Airport in 2009. Jacobs provided design and construction services for Skyhaven's runway extension and reconstruction project. Our recommendation to continue our relationship with Jacobs is based on our experience with that project as well as Jacobs knowledge of Skyhaven's needs going forward.

Similarly, we believe that Hoyle, Tanner & Associates, Inc. is a valuable asset and we would like to continue to use their expertise and historical knowledge on Portsmouth Airport projects. This knowledge will be particularly helpful as we begin work on the PSM's runway reconstruction.

McFarland-Johnson is a well-known multi-disciplinary engineering firm with aviation planners, engineers and environmental staff based in its Concord, NH office. The evaluation team visited this office and was impressed by the staff and their approach to projects. McFarland-Johnson has successfully completed work for the NH Department of Transportation and for Manchester-Boston Regional Airport.

Retaining multiple consultants on an as-needed basis is a practice that is used quite often by other airports. It allows an airport to choose the firm with the best fit on a project specific basis or to create a team with multiple firms working on different disciplines for the same project. With this selection, PDA would have this flexibility.

At the December Board Meeting please seek approval to select Jacobs Engineering Group, Inc., Hoyle, Tanner & Associates, Inc, and McFarland-Johnson, Inc. as PDA's airport planning and engineering consultants and enter into three year contracts with the option to extend the contract periods two years at the end of the original terms with each firm.

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into contracts with:

1. H. L. Turner Group, PDA's on-call architectural engineering consultant, in an amount not to exceed \$33,900; and
2. RPF Environmental, Inc. (RPF) in an amount not to exceed \$12,600;

for engineering services for improvements to the PSM Airport Terminal building; all in accordance with the terms and conditions set forth in the memorandum from Maria J. Stowell, P.E., Manager – Engineering dated December 9, 2015 attached hereto.



In accordance, with the provisions of RSA 12-G:8, VIII the Board waives the RFP requirement for RPF based upon the following justification:

1. RPF is a vendor selected by the State of New Hampshire in accordance with its procurement regulations.

Note: This motion requires 5 affirmative votes.

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MEMORANDUM

To: David R. Mullen, Executive Director 
From: Maria J. Stowell, P.E., Engineering Manager 
Date: December 9, 2015
Subject: Engineering Services for PSM Terminal Building Improvements

A portion of the PSM Terminal is located in an old Air Force building that was renovated in the mid 90's. This building housed the original airport control tower which protrudes through its roof. The building's existing roof is failing and needs to be removed and replaced. Moreover, the control tower structure has leaks and water intrusion has caused some damage to the interior stairwell leading up to the tower. To remedy this problem, staff recommends replacing the roof and removing the control tower.

The work will involve identifying any asbestos containing and hazardous building materials (including sampling and testing), designing a structural system for a new roof where the tower will be demolished, designing and specifying a roofing system, developing project documents for bidding, bidding services, and construction phase engineering services (including abatement monitoring, testing and reporting).

To complete these tasks, we requested proposals from two consultants. RPF Environmental (RPF) performs hazardous material inspections and assessments and is under contract with the State's Department of Administrative Services. H.L. Turner Group (HLT) is PDA's on-call architectural engineering consultant. Their proposals are attached. The cost for providing these services (hazardous building material survey, design, bidding, and construction administration) is \$46,500, which includes \$12,600 for RPF and \$33,900 for HLT.

It is our intention to begin the building survey and design work now. Bids would be received in time for approval at the April Board meeting. Construction would begin in May and finish in late summer.

At next week's meeting, please ask the Board to authorize you to enter into a contract with the H. L. Turner Group in the amount of \$33,900, and a contract with RPF Environmental in the amount of \$12,600, all in accordance with the attached proposals. In approving the RPF contract, the Board would be waiving the PDA procurement policy by relying on the State's competitive selection process.



THE H. L. TURNER GROUP Inc.

27 LOCKE ROAD, CONCORD, NH 03301-5301 TELEPHONE: 603-228-1122 FAX: 603-228-1126

November 6, 2015

Mr. Michael R. Mates, P.E.
Project Engineer
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

SUBJECT: Proposal for Architectural & Engineering Services
PDA Building 238 Re-Roofing & Partial Demolition of
Former Air Traffic Control Tower Project
Pease International Tradeport
Portsmouth, New Hampshire

Dear Mr. Mates:

Per your request, we are pleased to offer this proposal to provide Architectural & Engineering services for the re-roofing of Building 238 and partial demolition and new roofing for the former air traffic control tower located at the Pease International Tradeport in Portsmouth, New Hampshire. Building 238 is currently being used as part of the domestic and international air passenger terminal building and the former air traffic control tower has been abandoned for a period of time. This proposal is based on our recent site walk and the drawings forwarded to us by the PDA. The characterization of hazardous building materials (HBM) will be performed by RPF Associates under contract with the PDA, however the construction scope from RPF will be part of the bid package developed by our firm. The construction phase of this project will be delivered by the design, bid, build delivery method and the project will be publicly bid.

SCOPE OF SERVICES

- A. Visit the buildings in order to review and measure the extent of the existing membrane roofing for purposes of developing an existing conditions roof plan. We will also review the former air traffic control tower (ATCT) for the purpose of determining an appropriate structural location to demolish only a portion of the building and then "cap" the building. As discussed during our recent pre-proposal site walk, the PDA wants to provide access to the roof of building 238 from the former ATCT. This will require partial demolition of the top portion of the ATCT and the design a new structural system with a new roof. The new roof will have an access hatch that will allow the roof of Building 238 to be accessed.

ARCHITECTS • ENGINEERS • BUILDING SCIENTISTS

- B. From the measurement(s) obtained during the site visit, and confirmed with the drawings provided by the PDA, develop project drawings that will include plan, sections and details of the roofing system that will need to be replaced. Since the existing membrane has been mechanically adhered, and multiple leaks have been confirmed to be active in the building, it is unlikely that any of the existing rigid insulation will be salvaged as part of the roofing membrane removal process. We will also have a determination as to the most appropriate structural location for demolition of the top of the ATCT in order to provide a permanent "cap" with a new roofing membrane.
- C. Project drawings will include plans, details, sections, notes and possibly photographs that will identify the work that needs to be performed. Our drawings will be coordinated with RPF Associates in order to capture their scope of work in our project documents. This will require coordination meetings between our 2 firms during the development of the construction documents.
- D. The specifications that we will be developing will include the front end contract requirements and will include the invitation to bid, contract between the PDA and the general contractor, general conditions, supplementary general conditions, partial waiver of liens, insurance requirements, release liens, affidavit of payment of debts and claims, substantial completion certificates and other appropriate front end documents as we have provided on previous PDA projects. Technical specifications will be mostly on the project drawings as may be appropriate. Our specifications will be coordinated with RPF Associates in order to capture their scope of work in our project documents.
- E. Other than the site visit to obtain pertinent initial information, we plan to have two (2) project design review meetings at the PDA one at approximately 75% construction documents, one at approximately 95%. At both meetings we plan to have an opinion of cost for the proposed construction on the scope of our designs. We can include the cost provided by RPF in our costs or they can provide the PDA with their costs separately.
- F. Following the 95% design review meeting, we will complete our design package and have it available electronically for commercial plan companies to have available for interested contactors to purchase and/or to review. The plan companies will receive the requests from the general contractors and issue drawings to the general contractors as needed.
- G. Provide construction administration services which will include project management, attending a mandatory pre-construction meeting at the PDA, review and approval of submittals/shop drawings, issuing project directives, executing application(s) for payment, issuing clarification sketches if needed, responding to

INCLUDED
 BID SERVICES?
 PRE BID
 MTG
 GB 12/11

inquiries during construction, attending/conducting weekly project construction meetings (estimated to be 12 weeks in duration) and developing meeting minutes, one punch list site visit, issuing substantial completion certificate and assisting in project close-out.

CLIENT RESPONSIBILITIES

- A. Provide a Purchase Order or written notice to proceed that will allow us to proceed with the work.
- B. Provide a single point of contact for the implementation of this project.
- C. Provide an escort to allow our access to the buildings on either the air or land side if needed.

ITEMS NOT INCLUDED

- A. Destructive testing or any demolition of existing components.
- B. Determination of means and methods for construction.
- C. Applications for and the costs of permits. *Bldg permit - stamp - ok*
- D. Any item not specifically identified in this proposal.
- E. Mechanical/HVAC, electrical, plumbing, fire protection, site engineering designs.
- F. Evaluation and responsibility for hazardous building materials.
- G. Construction duration longer than the 12 weeks as identified in this proposal.

Our services will be provided in accordance with our contract with the PDA dated May, 1, 2012.

SCHEDULE

We will be available to begin the design of this project within 3 weeks from the receipt of a notice to proceed from the PDA. It is our understanding that the PDA wants to bid the project this winter/spring and have the construction occur in early summer 2016. We will be able to meet that schedule.

FEE

We propose to provide the above scope for the following Actual Costs Not to Exceed Fee. Breakdown is as follows:

- | | |
|---|-----------|
| A. Scoping site visit | \$ 2,000. |
| B. Coordinate w/ RPF and Develop Construction Docs to 75% | \$ 9,800. |
| C. Meet with the PDA at 75% | \$ 1,200. |

D. Coordinate w/ RPF and Develop Construction Docs to 95%	\$ 3,500.
E. Meet with the PDA at 95% <i>if needed</i>	\$ 1,200.
F. Coordinate w/ RPF and Develop Construction Docs to 100%	\$ 1,900.
G. Construction Administration	
1. Mandatory site walk, administer bidding phase, etc.	\$ 1,500.
2. Process submittals, RFI's, Sk's., etc.	\$ 2,000.
3. Construction Meeting Budget (approx. 12 weeks)	<u>\$10,800.</u>
Total NTE	\$33,900.

Invoices will be submitted monthly as a percentage of the completed work.

Any additional services not identified by this proposal will be performed on a time and materials basis in accordance with our May 1, 2012 agreement with the PDA.

We appreciate the opportunity to present this proposal, and look forward to assisting **The Pease Development Authority** with this project.

Sincerely,

THE H.L. TURNER GROUP INC.



Gerard R. Blanchette, P.E., LEED® AP
 Senior Vice President ~ Principal
 GRB/bg

Accepted by:

Pease Development Authority

Date: _____

By (Signature): _____

Title: _____

Purchase Order No. (if applicable): _____.

November 10, 2015

Michael R. Mates, P.E.
Pease Development Authority
Pease International Tradeport
55 International Drive
Portsmouth, NH 03801

Re: Hazardous Building Materials Survey
Pease Terminal Building and Tower
Airline Ave, Pease Tradeport

Dear Mr. Mates,

RPF Environmental, Inc. (RPF) is pleased to submit this proposal for a Hazardous Building Material (HBM) Survey at the above referenced location. RPF also has performed hundreds of similar projects over the past 25 years and we have enjoyed working with the PDA over the past several years. I believe that the scope of services described in this proposal is as we reviewed; however, if you would like any items addressed further please contact me at your earliest convenience.

Scope of Services

RPF proposes to complete the following tasks as part of the Scope of Services for Pease Development Authority (Client). The Scope of Services includes an HBM survey of designated portions of the Terminal Building and Control Tower. Locations to be included in the survey will be as designated by Client and consist of the older terminal building roofing and the control tower structure to be demolished. In addition, this proposal includes remediation bid assistance, pre-construction meetings, submittals review and oversight monitoring of the abatement process in accordance with industry standards and current State and federal regulations

Initial Survey Services

Asbestos Inspection

RPF will conduct an inspection for suspect asbestos-containing building material (ACBM) using accredited inspectors. Accessible suspect ACBM observed by RPF will be inventoried and samples will be extracted from materials in accordance with current regulatory requirements. The total number of samples needed will be based on the different homogeneous groups of accessible suspect material identified during the inspection, current regulatory sampling protocols and

industry guidelines. Care will be used to minimize damage to surfaces, however sampling does require small amounts (approximately 1" x 1") of material extraction at each sample location. Please note that repair to sample locations to restore surfaces to existing conditions is not included in the scope of services; however, a suitable encapsulant or temporary covering will be applied to each sample location of friable material. RPF will subcontract for repairs to roof core sample locations with a qualified, experience roofer.

The samples will be analyzed for asbestos content using polarized light microscopy (PLM). Based on up to 2 to 3 different vintages of roofing materials and preliminary site walk of the tower structure, this Scope of Services includes up to 80 standard PLM sample analyses and 1 site visit for up to 2 field inspectors. The nature of the inspection is investigatory so it is often not possible to identify the extent of lab work required prior to performing the site inspection. The EPA requires that each different homogeneous group (different types, color, sizes) of suspect material be inventoried and to then collect and analyze separate sets of samples from each homogeneous group in lieu of assuming that the material is ACBM. The number of samples to be collected from each suspect material will be based on current regulatory requirements. Typically, at least 2 to 3 samples from each type of miscellaneous material (such as flooring, ceiling tile, caulking, mastics, wallboard, shingles, glazing, grout, etc.) and 3 samples of each type of thermal systems insulation are required. Surfacing materials may require additional random samples based on the total quantity of material present in the survey area. Some individual samples may also be layered materials requiring separate analyses by the laboratory in accordance with the analytical methodology. In the event that additional samples or analyses are required beyond the amount included in this proposed Scope of Services, Client will be notified of the options available and associated fees. RPF will make every effort to minimize laboratory costs while still meeting the regulatory requirements. In addition, it is always possible that suspect material is present in concealed locations or portions of the building that are not reasonably accessible at the time of the inspection; and, findings related to such locations and materials are beyond the Scope of Services.

Lead Paint Screening

RPF will complete visual observations of painted building surfaces to identify potential lead-containing paint as it relates to potential hazardous waste issues in conjunction with demolition activity. Screening for possible lead in paint will be performed using an x-ray fluorescence (XRF) unit. Please note that this screening does not include a full inspection of every surface or risk assessment for lead-based paint as is required for certain situations, HUD and State childhood lead poisoning prevention rules and program compliance. Recommendations for possible TCLP hazardous waste characterization will be provided based on the results of the lead screening.

Other Potentially Hazardous Building Material

RPF will complete inventories of the following accessible suspect materials in accordance with industry standards and guidelines:

- PCB light ballasts and suspect caulking
- Universal Wastes including:
 - Mercury containing lamps and devices
 - Discarded batteries, cathode ray tubes, pesticides
- Refrigerants and Building Systems Hydraulics\

Observations will be limited to readily accessible areas and stored waste materials. Except for limited spot checks of de-energized light ballasts, equipment and fixtures will not be disassembled for inspection during this survey. If suspect PCB caulking is observed, recommendations for waste disposal testing will be provided

Survey Report

A report will be prepared for the survey in accordance with current regulatory requirements and will include the following:

- Inventory of suspect materials identified;
- Listing of samples collected and laboratory results;
- Listing of ACBM, lead paint, and HBMs identified and preliminary recommendations;
- Overview of regulatory requirements;
- Recommendations for abatement design and preliminary budget estimates.

Please note that unless otherwise agreed in writing, laboratory analysis may entail 3 to 5 business days from the time that samples are submitted to the laboratory for analysis, at which time preliminary results may be provided upon request. Survey reporting and review may then entail 7 to 15 business days following completion and review of laboratory work. Emergency, expedited turnaround times are available for most analysis for premium fees and must be stated in written agreement between RPF and Client.

Abatement Design and Management Services

Abatement Project Design

RPF will meet with Client to review scope of planned abatement work and survey results for the affected area with Client. Client shall delineate areas of construction and affected materials on floor plans to be provided to RPF. An RPF licensed project designer and an RPF Industrial Hygienist who is certified by the American Board of Industrial Hygiene and a Certified Safety Professional (Board of Certified Safety Professionals) will prepare the work plan or specification for asbestos abatement in accordance with state and federal regulations. Asbestos-related regulatory requirements will be clearly detailed in the specification in an effort to help ensure full compliance and asbestos related safety. Draft plans will be provided to Client for review and comment. Once final, the document should then be used as part of the Client bid document package to obtain competitive prices from qualified asbestos abatement contractor vendor(s).

Bid Assistance: RPF will assist Client with the preparation of bid documents tailored to the regulatory requirement for abatement, in order to solicit bids from qualified vendors. Services available to Client include bid document preparation, vendor pre-qualification, attendance at pre-bid conference, bid review assistance, as applicable.

Abatement Monitoring and Testing Services

RPF will attend a pre-construction conference prior to the start of abatement activity and review and comment on the abatement contractors submittals. RPF will conduct a site visit prior to the start of asbestos removal to inspect the work area containment and perform baseline ambient area air monitoring. During asbestos abatement activity for this project, an RPF technician will provide spot inspections and ambient-area air testing in accordance with applicable State and federal regulations in addition to the abatement work plan. The testing and inspections will be conducted in an effort to document and provide recommendations pertaining to the subcontractor's compliance efforts during the site abatement. Ambient area air testing samples will be analyzed utilizing phase contrast microscopy (PCM) in accordance with NIOSH Method 7400.

Following removal and cleaning work in each work area, RPF will conduct a visual inspection in the containment to determine if the designated asbestos has been removed and adequate surface cleaning performed by the abatement contractor within the regulated work area. Upon successful visual inspection and sufficient settling period, air clearance samples will be collected in accordance with applicable State and federal regulations. Analysis of asbestos air clearance samples will be conducted utilizing PCM analysis as required by State and federal regulations and based on the conditions of removal as stated by the abatement contractor site supervisor or as observed by the RPF field technician.

Abatement Monitoring Report

Following completion of the site work, RPF will prepare a monitoring report with the results of our site inspections and observations, analytical results, and summary of recommendations provided as applicable. Verbal results of all testing will be provided to your site representative following analytical work and review by RPF on an ongoing basis during the duration of abatement activity. As part of the final reporting, RPF will compile the necessary testing and design documentation necessary for compliance with both State and EPA recordkeeping requirements.

RPF will also provide review and comments of the asbestos contractor's preconstruction and final closeout submittal packages that are provided to RPF by Client or Client's abatement contractor within 30 days of completion of abatement activity. Please note that our review of the contractor's submittals, if the task is requested by you, will be a checklist style review and not a full, detailed audit of all statements and certifications.

Pricing

Based on the tasks described herein, the total cost for the HBM survey, testing, expenses, laboratory analysis, review and reporting is \$2,800 and the fee for the roofing repair work is estimated to not exceed \$1,400.

It is not known at this time to what extent remediation will be required to facilitate construction activity. However, the following estimates are based on standard abatement design services and an abatement duration of up to 7 days. In the event that a PCB site remediation or management plan is needed, additional review and estimation will be required based on the specific site conditions.


Abatement Design and Review:	\$1,200
Bid Assistance and Review:	\$ 600
Abatement Monitoring Tasks:	\$6,000
Final Reporting and Review:	\$ 600

Payment is due in full within 30 days of the invoice date. Costs for any additional or optional services that may be requested by Client will be in accordance with RPF professional time and material fees or agreed upon lump sum fees.

Acceptance

By signing below you acknowledge acceptance of the proposed Scope of Services, Pricing and attached terms and conditions. The Pricing is valid for 60 days from the date of the proposal. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,
RPF Environmental, Inc.



Roger Francoeur
President

Client Acceptance:

Michael R. Mates, P.E.

Date

Enclosed: Terms & Conditions
RPF Brochure

Pease Terminal - Tower Survey 111015

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a Contract with Twinns Janitorial ("Twinns") of Dover, NH for janitorial services at PDA facilities for a period of three (3) years with two (2) one (1) year options exercisable at the sole discretion of the Executive Director; all in accordance with the terms and conditions set forth in the memorandum from Maria J. Stowell, P.E., Manager – Engineering dated December 9, 2015 attached hereto.

In accordance, with the provisions of RSA 12-G:8, VIII the Board waives the RFP requirement based upon the following justification:

1. Twinns is a vendor selected by the State of New Hampshire in accordance with its procurement regulations.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\Twinns1215.wpd

MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: December 9, 2015
Subject: Janitorial Contract

Since December 2009, the PDA has utilized Twinns Janitorial of Dover, NH for our janitorial needs at Tradeport and DPH facilities. The most recent contract is set to expire on December 31, 2015.

We have been very satisfied with Twinns and would like to continue utilizing their services. Toward that end, I am recommending that we enter into a new contract with Twinns. We make this request based not only on Twinns' satisfactory performance, but also because Twinns has been selected through a competitive process to work for the State. Twinns has agreed to maintain their current prices for the new contract. The proposed unit prices per cleaning would remain as follows:

Administrative Office, 55 International Drive	\$150
Maintenance, 7 Lee Street	\$100
Airport Management, 36 Airline Avenue	\$ 75
Air Traffic Control Tower, 14 Airline Ave	\$100
Golf Maintenance Building, 200 Grafton Drive	\$ 50
Golf Clubhouse, 200 Grafton Drive	\$100
Market Street Marine Terminal, 555 Market Street	\$100

In total, the janitorial contract represents approximately \$90,000.00 per year.

At next week's meeting, please ask the Board of Directors to approve a three (3) year contract along with two (2) one (1) year options to extend the agreement at the sole discretion of the Executive Director. In doing so, the Board would waive the Request For Proposal requirement based on the following justifications:

1. Twinns Janitorial has performed very well over the term of its current contract; and
2. Twinns Janitorial is a vendor selected by the State of New Hampshire in accordance with its procurement requirements.

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Chadwick-Baross, Inc. of Concord, NH, and to expend funds in a total amount not to exceed \$21,900 for the purchase of one 2015 Loader Ramp Plow for use by the PDA Maintenance; all in accordance with the memorandum from Joseph W. McPherson, Facilities Resource Manager, dated December 9, 2015 and attached hereto.

N:\RESOLVES\Loaderramplow1215.wpd

Memo

To: David R. Mullen, Executive Director *DM*
From: Joseph W. McPherson, Facilities Resource Manager
Subject: Loader Ramp Plow – Plow Replacement
Date: December 9, 2015

The PDA Maintenance Department is requesting approval to purchase a replacement plow for a loader that is used to plow the airport parking ramps.

The plow that is being replaced was purchased mid 1990s and was damaged beyond repair while plowing snow on the ramp last winter. The concrete ramps at Portsmouth International Airport (PSM) are infected with Alkalized Silica Reaction (ASR) and are continuously moving, creating raised edges for steel blades to catch on. In the last five years the plow industry has perfected a sectional ramp plow with each section having its own trip edge. The PDA purchased one of these ramp plows three years ago, and it has worked out very well.

A request for bids with specifications aimed at this style of plow was advertised. The following bid was received:

Chadwick – BaRoss, Inc., Concord, NH

\$21,900.00

Please seek PDA Board approval to enter into an agreement to purchase the loader ramp plow from Chadwick – BaRoss, Inc.



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing sodium formate based runway deicing solid at the price of \$0.708 per pound for a period of one (1) year beginning December 1, 2015; all otherwise in accordance with the memorandum of K. William Hopper, Airport Manager, dated December 8, 2015 attached hereto.

N:\RESOLVES\RunwayDeicingsolid1215.wpd

Memorandum

To: David R. Mullen, Executive Director 
From: Kim W. Hopper, A.A.E., Airport Manager 
Date: 12/8/2015
Subj: Anhydrous Sodium Formate Based Runway Deicing Solid

The Pease Development Authority accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components.

Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. We advertised to the public and sent bid specifications to six vendors that requested to be contacted when they were made public. Nachurs Alpine Solutions Industrial was the lowest qualified bidder. They bid \$0.708 per pound.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of one year with Nachurs Alpine Solutions Industrial of Marion, OH at a price of \$0.708 per pound. The contract period will commence December 1, 2015 and end November 30, 2016.



MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing potassium acetate based runway deicing liquid at a price of \$4.605 per gallon for a period of one (1) year beginning December 1, 2015; all otherwise in accordance with the memorandum of K. William Hopper, Airport Manager, dated December 8, 2015, attached hereto.

N:\RESOLVES\RunwayDeicerliquid1215.wpd

Memorandum

To: David R. Mullen, Executive Director 
From: Kim W. Hopper, A.A.E., Airport Manager 
Date: 12/8/2015
Subj: Potassium Acetate Liquid Runway Deicer

The Pease Development Authority accepted bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components.

Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. We advertised to the public and sent bid specifications to six vendors that requested to be contacted when they were made public. Nachurs Alpine Solutions Industrial was the lowest of the three bids offered. They bid \$4.605 per gallon.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of one year with Nachurs Alpine Solutions Industrial of Marion, OH 43302 at a price of \$4.605 per gallon. The contract period will commence December 1, 2015 and end November 30, 2016.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors approves and authorizes the Executive Director to execute a contract with Holliston Sand & Gravel ("Holliston") of Slatersville, RI, for the period of December 1, 2015 through May 31, 2016 for the purpose of providing FAA approved runway sand for the Airport runways at the price of \$94.03 per ton; in accordance with the memo from K. William Hopper, Airport Manager, dated December 10, 2015, attached hereto.

In accordance, with the provisions of RSA 12-G:8, VIII the Board waives the RFP requirement based upon the following justification:

1. No bids were submitted in response to the advertisement for bids;
2. Only FAA approved runway sand may be used on the runways;
3. Holliston has provided FAA approved runway sand to the PDA continually since December, 2009 and can provide PDA with sand for the upcoming winter season.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\RunwaySand1215.wpd

Memorandum

To: David R. Mullen, Executive Director
From: Kim W. Hopper, A.A.E., Airport Manager
Date: 12/10/2015
Subj: FAA — Approved Runway Sand

The Pease Development Authority accepted bids to supply FAA-Approved Runway Sand to be used in winter operations on the airport.

As is the case with winter operations on highways, sand is a very critical component to successful winter operations on the airport. FAA has very stringent standards for sand used on airports and as a result it generally cost more than standard highway sand and there are very few suppliers. We initially received no bids from sand suppliers when bids were opened in November. We contacted our current vendor, Holliston Sand & Gravel, who stated that they missed the notification and offered us a price of \$ 94.03 per ton compared to the price last year of \$ 94.04 per ton, also supplied by Holliston. Holliston appears to be the sole supplier of FAA Sand in the region and has been our only bidder for several years now.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of six months with Holliston Sand & Gravel of Slatersville, RI at price of \$94.03 per ton. The contract period would commence December 1, 2015 and end May 31, 2016. Our hope is that we will find more favorable terms for runway sand in the off season.

MEMORANDUM

Date: December 17, 2015
To: PDA Employees – Non-Classified
From: David R. Mullen, Executive Director *DRM*
Subject: 2016 Holiday Schedule

The following holidays will be observed by all PDA full-time employees for 2016:

New Year's Day	Friday	January 1, 2016
Martin Luther King/Civil Rights Day	Monday	January 18, 2016
Presidents' Day	Monday	February 15, 2016
Memorial Day (Observed)	Monday	May 30, 2016
Independence Day	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016
Columbus Day (Observed)	Monday	October 10, 2016
Veterans' Day	Friday	November 11, 2016
Thanksgiving	Thursday	November 24, 2016
Day after Thanksgiving	Friday	November 25, 2016
Christmas Day (Observed)	Monday	December 26, 2016

Full-time employees shall, on July 1, accrue and will be entitled to (1) floating holiday of the employee's choice. However, in the event an employee does not utilize the floating holiday within one (1) year of its accrual, such floating holiday shall be forfeited. Floating holidays may not be utilized in hourly increments and must be taken as a full day off from work.

P:\BOARDMTG\2016 Holidays.docx

MEMORANDUM

To: David R. Mullen, Executive Director *[Signature]*
From: Lynn Marie Hinchee, Deputy Director/General Counsel *[Signature]*
Date: December 17, 2015
Re: Election of Officers - Proposed Motions

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motion set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 17, 2015:

ELECTION OF OFFICERS

I. **Executive Director:** "In accordance with Section 3.4 of the PDA By-Laws, our agenda today includes the election of officers. The officers we need to elect are a Vice-Chairman and a Treasurer of the Board, both of whom will serve in such capacity for a term of one (1) year or until the next Annual Meeting, whichever first occurs."

"Do I have a motion for election of a Vice-Chairman?"

Board Member: I move that we elect _____ as Vice-Chairman of the Pease Development Authority."

Meeting Chairman: "Is there a second?"
"Is there any discussion on the motion?"
"I'll call for a vote."

II. **Meeting Chairman:** "Do I have a motion for election of a Treasurer?"

Board Member: "I move that we elect _____ as Treasurer of the Pease Development Authority."

Meeting Chairman: "Is there a second?"
"Is there any discussion on the motion?"
"I'll call for a vote."

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Lynn Marie Hinchee, Deputy Director/General Counsel *LH*
Date: December 17, 2015
Re: Committee Appointment - Proposed Motion

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motion set forth below be followed in connection with the appointment of Committee members at the Board meeting on Thursday, December 17, 2015:

COMMITTEE APPOINTMENTS

I. **Executive Director:** "Mr. Chairman, our agenda today also includes, in accordance with Section 3.9.4 of the PDA By-Laws, the appointment by the Chairman of Directors to Committees. I would ask you to make your appointments at this time."

Chairman: "I hereby appoint the following Committee members. . ."

CommitteeAppt1215.wpd

PDA COMMITTEE LISTING – EFFECTIVE December 17, 2015

Standing Committees

Executive Committee

George Bald, Chair
Peter Loughlin, Vice Chairman
Robert Allard, Treasurer
Staff Contact: Mullen/Hinchee

Marketing and Economic Development Committee

Peter Loughlin, Chair
Robert Preston
Frank Torr
Staff Contact: Mullen

Finance Committee

Robert Allard, Chair
John Bohenko
Margaret Lamson
Staff Contact: Mullen/Canner

Zoning Adjustment & Appeals Committee

Frank Torr, Chair
Peter Loughlin
George Bald
Staff Contact: Hinchee/Stowell

Airport Committee

Robert Preston, Chair
Robert Allard
Margaret Lamson
Staff Contact: Hopper/Stowell

Ad Hoc Advisory Committees

Capital Improvement and
Land Planning Committee

Peter Loughlin, Chair
Robert Allard
Frank Torr
George Bald
Staff Contact: Hinchee/Stowell

Transportation Management Committee

Margaret Lamson, Chair
John Bohenko
Frank Torr
Staff Contact: Stowell

Golf Committee

John Bohenko, Chair
Robert Allard
Robert Preston
Staff Contact: Mullen/DeVito

Port Committee

Peter Loughlin, Chair
Frank Torr
John Bohenko
Ex Officio: Chair DPH Advisory Council
Staff Contact: Mullen/Marconi

Audit Committee

John Bohenko, Chair
Peter Loughlin
Robert Preston
Staff Contact: Canner

Legal Bill Review

George Bald, Chair
Peter Loughlin
Frank Torr
Staff Contact: Hinchee

Notes: Executive Committee must have Board Chairman as Exec Cmt. Chair and Board Vice-Chair as Exec. Cmt. Vice Chair; Finance Committee must have Board Treasurer as Chairman of Finance Cmt. Other than that, each committee must have a minimum of 3 Directors appointed to each committee with a chairman selected from such appointees; appointments to committees are at sole discretion of Board Chairman;

Memorandum

To: Kim W. Hopper, A.A.E., Airport Manager

From: Sandra McDonough, Airport Operations/Community Liaison

Sm

Date: 12/10/2015

Subj: Noise Report for November 2015

For the calendar month of November 2015, we received a total of 42 inquiries.

There were a total of 6 residents making up the 42 inquiries. Two of the residents make up 37 of the 42 inquiries.

Out of the 42 inquiries, 19 of them were helicopter related with 16 of them from one residence. One of the inquiries was about a non-based helicopter. All other rotor inquiries are presumed to be based out of Portsmouth (Seacoast Helicopters). The 19 helicopter inquiries were generated by 3 residences (18 Portsmouth and 1 Kittery Point).

Out of the 42 inquiries, 23 were related to fixed wing aircraft with 21 inquiries from one residence. The majority of the calls were concerning military aircraft (KC153, C5, C130, Dornier and B757) with 57% based and 22% non-based. There were only two civilian inquiries, a based PC12 and a non-based DC9. The 23 fixed wing inquiries were generated by 3 residents (22 Newmarket and 1 Lee).

Attached is the Noise Report for November 2015.

PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
8	11/2/2015	22:33	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
9	11/3/2015	14:43	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
10	11/3/2015	14:48	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
11	11/3/2015	15:03	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	Follow Up
12	11/3/2015	15:12	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
13	11/4/2015	13:33	ID Number 181 Bayview Drive Newmarket, NH	ON	C130	See caller 181 on 11/1 at 00:10.	
14	11/4/2015	14:02	ID Number 181 Bayview Drive Newmarket, NH	ON	C130	See caller 181 on 11/1 at 00:10.	
15	11/4/2015	15:50	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	

TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT, APU=AUXILIARY POWER UNIT, W=WEB REPORT

PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
16	11/4/2015	16:43	ID Number 181 Bayview Drive Newmarket, NH	ON	Unknown	See caller 181 on 11/1 at 00:10.	
17	11/5/2015	14:31	ID Number 75 Mark Street Portsmouth, NH	ON	Robinson helicopter	Emailed: Directly over the Middle School, so unnecessary, go away.	Caller would like to see the helicopter tours to fly elsewhere.
18	11/6/2015	17:49	ID Number 181 Bayview Drive Newmarket, NH	ON	Dornier	See caller 181 on 11/1 at 00:10.	
19	11/9/2015	13:30	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
20	11/12/201	14:15	ID Number 135 Newmarket, NH	ON	C5	"I'm a private caller... and I don't think ... I go back 40 years with Pease... and I don't have to leave my identity when I complain about noise. I was transferred from 433-6088 but I have this number also. There used to be military fighter planes making terrible noise over Newmarket and now it's Durham. Now, all of a sudden, for the first time in months, if not years, the aircraft are making terrible, screaming noise. And this has just started in the last two days but it has been repeating. And I don't know why it should be because there is many an aircraft that doesn't make any noise."	Caller did not leave any contact information.
21	11/14/201	14:46	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Description: NOISE COMPLAINT - Red helicopter. I thought we might be done with this guy for the season, but apparently not. 267 confirmed flights over my house so far this year. The PDA brought us this problem, and now it is up to the PDA to FIX IT!	Caller has indicated in the past that a call back is unnecessary.

TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT, APU=AUXILIARY POWER UNIT, W=WEB REPORT

PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
22	11/14/201	16:35	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house.	Caller has indicated in the past that a call back is unnecessary.
23	11/19/201	11:29	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house. Trip #269 this year. The PDA brought us this problem, and now the PDA should FIX IT!	Caller has indicated in the past that a call back is unnecessary.
24	11/20/201	16:27	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT AND DANGEROUS TRAINING MANEUVER - So now this guy is practicing his hovering over Highland Street. If he is going to do training maneuvers that are potentially dangerous, wouldn't it be a little safer to do them over an unpopulated area? Obviously the peace and safety of the residents don't figure into the calculation at all. This guy is just RELENTLESS BAD NEWS. YOU CREATED THIS SITUATION - PLEASE FIX IT.	McDonough attempted to contact but the number given was disconnected. McDonough sent an email with her contact information if he would like to discuss his concern further. McDonough contacted Seacoast Helicopters who stated they did not have a helicopter over downtown Portsmouth at that time.
25	11/21/201	9:55	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter	Caller has indicated in the past that a call back is unnecessary.
26	11/21/201	10:02	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter	Caller has indicated in the past that a call back is unnecessary.
27	11/21/201	10:04	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter back again, trip #273 this year. Thanks a lot PDA! You've been a tremendous help.	Caller has indicated in the past that a call back is unnecessary.

TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT, APU=AUXILIARY POWER UNIT, W=WEB REPORT

PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
28	11/21/201	17:48	ID Number 181 Bayview Drive Newmarket, NH	ON	Unknown	See caller 181 on 11/1 at 00:10.	
29	11/24/201	11:17	ID Number 75 Mark Street Portsmouth, NH	ON	Robinson helicopter	Emailed: Not 1000 feet and right by the Middle School, take a hint change the route	McDonough spoke will XXX on 11/25. XXX understands the helicopter tours are operating by all the regulations set forth by the FAA and he still wants the tours stopped.
30	11/25/201	4:30	ID Number 155 Snell Road Lee, NH	ON	DC 9	Emailed: Low flying aircraft. 2:00 am.	McDonough left a message 11/25. No response. JUS195 departed RWY 34 and flew over the residence in Lee at 10,190ft according to FlightAware.
31	11/27/201	13:12	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopters	Emailed: NOISE COMPLAINT - Red helicopter directly over my house.	Caller has indicated in the past that a call back is unnecessary.
32	11/27/201	13:32	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house. In two years of this, the PDA has been absolutely NO HELP!	Caller has indicated in the past that a call back is unnecessary.
33	11/27/201	14:22	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house. Always exactly the same route. Trip # 276 in 2015.	Caller has indicated in the past that a call back is unnecessary.
34	11/27/201	14:36	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter, trip #277.	Caller has indicated in the past that a call back is unnecessary.

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PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
35	11/27/201	15:06	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house, 5th time today, trip #278 this year.	Caller has indicated in the past that a call back is unnecessary.
36	11/29/201	19:10	ID Number 181 Bayview Drive Newmarket, NH	ON	Unknown	See caller 181 on 11/1 at 00:10.	
37	11/30/201	12:52	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
38	11/30/201	13:12	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
39	11/30/201	18:50	ID Number 181 Bayview Drive Newmarket, NH	ON	B757 (C-32)	See caller 181 on 11/1 at 00:10.	
40	11/30/201	20:17	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
41	11/30/201	20:22	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	
42	11/30/201	20:26	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	

**TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT
LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT,
APU=AUXILIARY POWER UNIT, W=WEB REPORT**

PDA Noise Report Log

For the Period: 11/1/15 to 11/30/15

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
1	11/1/2015	0:10	ID Number 181 Bayview Drive Newmarket, NH	ON	PC12	Caller 181 to report another aircraft flying in close proximity to her home and expressed concern for a potential incident.	Caller has been given the number to FSDO (Flight Standards District Office) to contact for any safety concerns. A follow up letter was sent to the residence and returned. The letter was then sent to a PO box number.
2	11/1/2015	14:14	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house. A lot lower than 1000'. The PDA brought us this problem, and now its time for the PDA to FIX IT!	Caller has indicated in the past that a call back is unnecessary.
3	11/1/2015	14:23	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter. That makes 263 trips over my house so far this year. Each of those confirmed by myself by visual sighting. The actual (unconfirmed) total number is a lot higher. The PDA brought us this problem, and now its time for the PDA to FIX IT!	Caller has indicated in the past that a call back is unnecessary.
4	11/1/2015	14:30	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house, a lot lower than 1000'. The PDA brought us this problem, and now it is time for the PDA to FIX IT!	Caller has indicated in the past that a call back is unnecessary.
5	11/1/2015	15:18	ID Number 68 Miller Avenue Portsmouth, NH	ON	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter. The PDA brought us this problem, and now its time for the PDA to FIX IT!	Caller has indicated in the past that a call back is unnecessary.
6	11/1/2015	15:21	ID Number 208 Crocket Neck Road Kittery, NH	ON	Robinson helicopter	"Well several more red helicopters have gone over the house again today. The last one flew over at 3:10. It's just nosier when they turn right over your property. This is XXXX from Crocket Neck Road in Kittery Point Maine. Thank you."	Caller is calling to provide information and does not require a call back.
7	11/2/2015	22:28	ID Number 181 Bayview Drive Newmarket, NH	ON	KC135R	See caller 181 on 11/1 at 00:10.	

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MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to implement a voluntary annual leave buy back program for qualified PDA employees on the terms and conditions set forth in the memorandum from David R. Mullen, Executive Director, dated December 7, 2015 and attached hereto.

N:\RESOLVES\Vacationbuyback1215.wpd

Date: December 7, 2015
To: All Non-Probationary, Non-Classified Employees
From: Dave Mullen- Executive Director *DM*
Subject: Voluntary Annual Leave Buy Back Program

I am pleased to inform you that at the December 17, 2015 Board of Directors meeting, we will present the Board a proposal to gain their authorization for all eligible employees to "buy back" up to 40 hours of their accrued annual leave. As you may recall, we have provided this opportunity in five of the past six years. Last year we had approximately 60% of eligible employees participate in the program.

If approved by the Board, the conditions of the program are that:

1. Only non-classified employees who have completed their probationary period are eligible;
2. Employees must leave a minimum of 40 hours in their vacation balance after the distribution;
3. The effective date of the election will be December 10, 2015 and your payment will be calculated at your rate of pay as of that date;
4. At your election, the payment will be included in your payroll check of either December 23, 2015 or January 6, 2016;
5. The distribution will be subjected to all applicable federal and state income taxes as well as withholdings to the New Hampshire Retirement System if you are a current participant.

In terms of your current vacation accrual balance you can review your most recent payroll check stub and or call our Payroll Accountant, Anita Censabella, at 766-9272.

If you are interested in participating, please complete the attached form and return it to our Employee Relations Manager, Tanya Coppeta, no later than 12:00 Noon on Monday, **December 14, 2015.**

While we encourage and think it is important for every employee to use their vacation time throughout the year, we are also aware that we are given a generous amount of time to use. As many of us have experienced however, sometimes work and life obligations prohibit us from taking what we are allowed and with that said, we are enthusiastic that we can provide you with this opportunity once again.

Pease Development Authority
Employee Annual Leave
Voluntary Buy Back Election Form

I, _____, request and authorize the Pease Development
(Name- please print)

Authority to withdraw _____ hours (maximum of 40 hours) from my accrued annual leave balance.

After this withdrawal is consummated, it will leave a minimum of at least 40 hours in my vacation accrual balance.

I understand that this voluntary election and is subject to the following terms and conditions:

1. The calculation will be based on my rate of pay as of December 10, 2015;
2. The payment will not be made in a separate payroll check, but rather, will be combined with my regular payroll check;
3. The payment will be subjected to all applicable federal and state income taxes as well as withholdings for the New Hampshire Retirement Program if you are a current participant.

I elect the payment to be included in my payroll check of *(check one)*:

December 23, 2015 _____

January 6, 2016 _____

Employee Signature

Date

Your completed Voluntary Buy Back Election Form must be returned to our Employee Relations Manager, Tanya Coppeta, no later than 12:00 Noon on December 14, 2015.

MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$913.00 for legal services rendered to the Pease Development Authority by :

1.	Kutak Rock, LLP*	\$	495.00*	
	Through October 31 2015			
2.	Sheehan Phinney Bass + Green	\$	<u>418.00</u>	
	Through October 31, 2015			
		Total	\$913.00	
			=====	

*Note: The City of Portsmouth will pay the remaining balance.

N:\RESOLVES\Legalservices1215.wpd

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

November 12, 2015

Suzanne M. Woodland
Deputy City Attorney
City of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

Lynn Hinchee
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2115943

Client Matter No. 294603-1

Invoice No. 2115943
294603-1

Re: General

For Professional Legal Services Rendered

TOTAL FOR SERVICES RENDERED

\$3,420.00

TOTAL CURRENT AMOUNT DUE

\$3,420.00

SHEEHAN PHINNEY BASS + GREEN,
PROFESSIONAL ASSOCIATION
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$418.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$418.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$418.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ _____

MOTION

Director Bohenko:

The Pease Development Board of Directors hereby approves the Initial Proposal for amendments to Administrative Rules Pda 300 Port Captains, Pilots and Pilotage, as attached. Said Initial Proposal supersedes the Pda 300 Initial Proposal approved by the Board on November 19, 2015. The Board's prior authorization granted on November 19, 2015 to initiate the rulemaking process remains in full force and effect.

N:\RESOLVES\Pda3001215.wpd

Amend Pda 304.01, effective 4-1-11 (Document #9891) by inserting a new paragraph (d), so that Pda 304.01(d) reads as follows:

Pda 304.01 Pilotage of Vessels.

(d) A vessel requiring a pilot in accordance with (a) or (b) above, engaged in towing and underway in the pilotage area, shall use an assist tug when transitioning between towing modes.

Amend Pda 305.06(b)(2)d., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 305.06 Minimum Requirements for Pilot Appointment or Reappointment.

(b) At a minimum, no applicant for appointment or reappointment as a pilot under Pda 305 shall receive an appointment, except as otherwise provided in Pda 305.03(c) and 305.04(b), unless at the time of the application for appointment or reappointment, the applicant shall:

(2) Hold:

d. A bridge resource management certificate from a course approved by the Coast Guard [~~in accordance with 46 CFR 11.302 (10-1-09 edition)~~] in bridge resource management;

Amend Pda 305.06(b)(3), effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 305.06 Minimum Requirements for Pilot Appointment or Reappointment.

(b) At a minimum, no applicant for appointment or reappointment as a pilot under Pda 305 shall receive an appointment, except as otherwise provided in Pda 305.03(c) and 305.04(b), unless at the time of the application for appointment or reappointment, the applicant shall:

(3) Provide the division with [~~a copy of a letter from the Coast Guard certifying that the following were received, accepted, reviewed, and determined to be satisfactorily completed by the Coast Guard~~]:

1. *A copy of the* [~~pilot physical examination required under 46 CFR 10.215 (10-1-09 edition)~~] *pilot's current medical certificate issued by the Coast Guard*; and

2. *Documentation that the pilot has complied with* the test for dangerous drugs under 46 CFR 16.220 ([~~10-1-09~~]10-1-14 edition) or [~~documentation~~] that the applicant otherwise met, under 46 CFR 16.230 (~~10-1-09~~]10-1-14 edition), the Coast Guard's requirements for [~~periodic~~]random testing;

Amend Pda 305.09(a)(2), effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 305.09 Required Annual Certifications.

(a) During a term of appointment and within 90 days prior to the yearly anniversary of a

pilot's appointment or reappointment, the pilot shall:

(2) Provide the division with ~~[a copy of a letter from the Coast Guard certifying that the following were received, accepted, reviewed, and determined to be satisfactorily completed by the Coast Guard]:~~

a. ~~[The annual pilot physical examination]~~ *A copy of the pilot's current medical certificate issued by the Coast Guard;* and

b. *Documentation that the pilot has complied with the [annual] test for dangerous drugs under CFR 16.220 (10.1.14 edition) or [documentation] that the applicant otherwise met, under 46 CFR 12.230 (10-1-14 edition), the Coast Guard's requirements for [periodic] random testing.*

Amend Pda 306.01(f)(2)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.01 Application Form for Initial Pilot Appointment.

(f) The applicant shall include, as part of the application:

(2) A certified copy of the applicant's current license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant's:

c. Bridge resource management certificate from a course approved by the Coast Guard ~~[in accordance with 46 CFR 11.302 (10-1-09 edition)]~~ in bridge resource management;

Amend Pda 306.01(g)(8)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.01 Application Form for Initial Pilot Appointment.

(g) The applicant shall certify whether or not the applicant:

(8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:

c. Bridge resource management certificate from a course approved by the Coast Guard ~~[in accordance with 46 CFR 11.302 (10-1-09 edition)]~~ in bridge resource management.

Amend Pda 306.02(f)(2)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.02 Application Form for Pilot Reappointment.

(f) The applicant shall include, as part of the application:

(2) A certified copy of the applicant's current license issued by the Coast Guard

as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant's:

- c. Bridge resource management certificate from a course approved by the Coast Guard [~~in accordance with 46 CFR 11.302 (10-1-09 edition)~~] in bridge resource management;

Amend Pda 306.02(g)(8)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.02 Application Form for Pilot Reappointment.

(g) The applicant shall certify whether or not the applicant:

(8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:

- c. Bridge resource management certificate from a course approved by the Coast Guard [~~in accordance with 46 CFR 11.302 (10-1-09 edition)~~] in bridge resource management;

Amend Pda 306.03(f)(2)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.03 Application Form for Temporary Pilot Appointment.

(f) The applicant shall include, as part of the application:

(2) A certified copy of the applicant's current license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant's:

- c. Bridge resource management certificate from a course approved by the Coast Guard [~~in accordance with 46 CFR 11.302 (10-1-09 edition)~~] in bridge resource management;

Amend Pda 306.03(g)(8)c., effective 4-1-11 (Document #9891), cited and to read as follows:

Pda 306.03 Application Form for Temporary Pilot Appointment.

(g) The applicant shall certify whether or not the applicant:

(8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:


- c. Bridge resource management certificate from a course approved by the Coast Guard [~~in accordance with 46 CFR 11.302 (10-1-09 edition)~~] in bridge resource management;

MOTION

Director Preston:

The Pease Development Board of Directors authorize the Executive Director to issue a Right of Entry to Atlantic Fuels, Inc. for the purpose of fuel dispensing pursuant to the terms and conditions set forth in the memorandum of Geno Marconi, Division Director, dated December 3, 2015 and attached hereto.

N:\RESOLVES\Fuelvendors1215.wpd

Date: December 3, 2015
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: Bulk Fuel Deliveries – Atlantic Fuel

The Division has received a request from Mr. Jon Savage, owner of Atlantic Fuel for permission to make bulk diesel fuel deliveries directly from his truck to vessels at Division facilities. Diesel fuel deliveries, over water directly to a vessel from a tank truck are regulated as follows:

- By the U.S. Coast Guard in accordance with 33 CFR and 46 CFR for vessels whose fuel capacity is 10,500 gallons or more
- By the Office of the State Fire Marshal in accordance with the NFPA 30 for vessels whose capacity is less than 10,500 gallons
- By the PDA for all vessels desiring to receive fuel deliveries from Division properties

The Division has reviewed the request of Atlantic Fuel and recommend that the PDA Board of Directors approve the request and grant a non-exclusive right to sell diesel fuel at Division facilities in accordance with the following terms and conditions:

PREMISES: Hampton Harbor and Rye Harbor Marine Facilities/Portsmouth Commercial Fish Pier/ Market Street Marine Terminal

PURPOSE: Sale of diesel fuel only to Party and Charter Boats, Commercial Fishing Vessels and Commercial Vessels

TERM: January 1, 2016 through December 31, 2018

FEES: For diesel fuel only sold to Party and Charter Boats and Commercial Fishing Vessels at the Hampton and Rye Marine Facilities and Portsmouth Commercial Fish Pier - \$0.10 per gallon

For fuel (gasoline prohibited) sold to Ships and Commercial Vessels (excluding Party, Charter and Commercial Fishing Vessels) at the Market Street Marine Terminal - \$0.01 per gallon for up to 50,000 gallons and

\$0.005 per gallon in the instance where the delivery exceeds 50,000 gallons

INSURANCE:

Minimum insurance coverage, to include Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage, Automobile liability coverage in a minimum amount of \$1,000,000.00 and commercial general liability in a minimum amount of \$1,000,000.00, as the same may be required or appropriate in connection with the individual operations of each entity doing business on State property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Hampton Harbor Marine Facility.

**ADDITIONAL
TERMS AND
CONDITIONS:**

Proof of compliance with applicable sections of 33 CFR and 46 CFR

Diesel fuel will only be delivered to vessels (less than 10,500 gallon capacity) that have a contractual agreement with the PDA-DPH to receive deliveries including a Variance issued by the Office of the State Fire Marshal in accordance with Bulletin # 2015-07

Fuel, (gasoline prohibited) will only be delivered to commercial vessels (greater than 10,500 gallon capacity) at the Market Street Marine Terminal with prior permission of the Division

Diesel fuel (gasoline prohibited) deliveries at the recreational docks at the Hampton and Rye Marine Facilities shall only be between the hours of 5:30 AM and 7:30 AM or after 6:00 PM

ATLANTIC FUELS INC.
P.O. Box 792 Rye, NH 03870 USA
(603)964-6967
(603)926-5426
Fax: (603)319-1616

November 13, 2015

Geno J. Marconi
Pease Development Authority
Division of Ports & Harbors
555 Market St.
Portsmouth, NH 03801

Fax: 603-436-2780

Re: ROE

Geno:

Consider this as my formal request to renew the Right of Entry to operate the bulk fuel deliveries to the PDA Division of Ports and Harbors commercial piers and associated facilities.

Sincerely,



Jon J. Savage - owner
Atlantic Fuels. Inc.
(603)944-6004

