

PEASE DEVELOPMENT AUTHORITY
Thursday, March 16, 2017

PUBLIC AGENDA

Time: 8:00 a.m.

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

AGENDA

- I. Call to Order
- II. Non – Public Session* (Loughlin)
- III. Vote of Confidentiality* (Lamson)
- IV. Acceptance of Meeting Minutes: January 19, 2017*
- V. Public Comment
- VI. Old Business
 - A. Approvals
 - 1. Spyglass Development, LLC – 30 NH Avenue* (Allard)
- VII. Finance
 - A. Financial Reports
 - 1. Operating Result for Seven Month Period Ending January 31, 2017*
 - 2. Nine Month Cash Flow Projections to November 30, 2017*
- VIII. Licenses/Easements/Rights of Way/Options
 - A. Approvals
 - 1. Lonza Biologics, Inc. – 70/80 Corporate Drive ROE Extension*(Torr)
- IX. Leases
 - A. Reports
 - 1. 200 International, LP*
 - 2. NH Avenue Retail Center, LLC*
 - 3. 119 International Drive, LLC*
 - B. Approvals
 - 1. Seacoast Helicopters, LLC – 53 Exeter Street Letter of Intent* (Preston)
 - 2. Seacoast Helicopters, LLC – 53 Exeter Street Concept Plan* (Allard)
- X. Contracts/Agreements
 - A. Reports*
 - 1. H.L. Turner – Cart Path Bridge
 - 2. Verizon – GPS Fleet Tracking System
 - 3. Clubhouse Dining Room Booth Seating
 - 4. Global Turf Equipment, LLC – Greens Roller

- B. Approvals
 - 1. Dan Fortnam – Consulting Contract* (Lamson)
 - 2. Ransom Environmental Consultants*(Preston)
 - 3. Portsmouth Computer Copy, Inc.* (Loughlin)
 - 4. Jacobs Engineering* (Torr)
 - 5. Airport Terminal – Seating* (Allard)

XI. Executive Director’s Reports/Approvals

- A. Reports
 - 1. Golf Course Operations
 - 2. Airport Operations
 - a) Skyhaven Airport
 - b) PSM
 - c) Noise Line Report
 - (1) January, 2017*
 - (2) February, 2017*

- B. Approvals
 - 1. Allegiant Airlines - Marketing* (Preston)
 - 2. Bills for Legal Services* (Loughlin)

XII. Division of Ports and Harbors

- A. Reports
 - 1. Port Advisory Council
 - 2. Commercial Mooring Permit Transfer*
- B. Approvals
 - 1. Charter Boats and Concession ROEs*(Torr)
 - 2. Shoals Marine Laboratory – Burge Wharf ROE* (Lamson)

XIII. Special Events

- A. Report*
 - 1. American Lung Association Cycle the Seacoast
 - 2. Runner’s Alley/Redhook Ale Brewery 5k

XIV. New Business

XV. Upcoming Meetings


Port Committee	April 6, 2017 @ 55 Market Street
Audit Committee	April 19, 2017 @ 8:00 a.m.
Finance Committee	April 19, 2017 @ 8:30 a.m.
Board of Directors	April 20, 2017

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

XVI. Directors’ Comments

XVII. Adjournment

XVIII. 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

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors will enter non-public session pursuant to:

1. NHRSA 91-A:3, Paragraph II(b) for the purpose of discussing the hiring of a public employee;
2. NHRSA 91-A:3, Paragraph II(d) for the purpose of discussing the acquisition, sale or lease of property; and
3. NHRSA 91-A:3, Paragraph II(e) for consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.

Note: Roll Call Vote

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MOTION

Note: Effective January 1, 2016, RSA 91-A, the Right to Know Law was modified to provide that minutes and decisions reached in a nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless by recorded vote of 2/3 of the members present taken in public session, it is determined that circumstances to withhold the information exist.

Director Lamson:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its March 16, 2017 meeting related to:

1. Personnel;
2. Leasing of property; and
3. Litigation

would, if disclosed publically, a) render the proposed actions ineffective; and b) affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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

Thursday, January 19, 2017

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

I. Call to Order

Chairman Bald called the meeting to order at 8:34 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

Chairman Bald announced that Director Bohenko was on medical leave and Director Allard was participating by telephone. *Note: Due to Director's Allard telephone participation, all votes would be taken by roll call.*

II. Acceptance of Meeting Minutes: December 15, 2016

Director Lamson moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the December 15, 2016 Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

III. Public Comment

There were no public comments. Director Lamson moved and Director Loughlin seconded that **The rules regarding public comment be suspended to allow public comments on upcoming agenda items.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

Director Lamson introduced representatives from the Town of Newington ("TON") in attendance regarding the Airport Obstruction Removal matter including: Michael Marconi (TON Selectman); Chris Cross (TON Planning Board); Jim Weiner (TON Conservation Commission); John Ratigan (TON Counsel); and Lulu Pickering (TON resident).

IV. Old Business

A. Reports

1. Spyglass Development, LLC

Director Torr moved and Director Preston seconded that **the matter be tabled until the March 16, 2017 Board meeting.** Disposition: Resolved by unanimous roll call vote for; motion carried.

B. Approvals

1. Airport Obstruction Removal

Director Torr moved and Director Preston seconded that **Subject to incorporating plans submitted by Director Loughlin dated January 17, 2017 (attached hereto) to minimize, where possible, the impact of the obstruction removal work by selective cutting and the planting of new trees, the Pease Development Authority Board of Directors hereby approves of the airport obstruction removal and lighting project as presented on the associated drawings which plans are**

also attached hereto. In connection with implementing Director Loughlin's plans the Board approves of entering into a maintenance agreement with the Town of Newington in connection with caring for the plantings on PDA property located in the Town of Newington.

In undertaking this project the Board directs PDA staff to ensure FAA mandated slope surfaces are maintained.

The Board also authorizes the Executive Director to spend funds in an estimated amount of \$92,000 to provide wetland mitigation for the impacts of the obstruction removal and lighting project as a prerequisite to securing a wetlands permit all in accordance with the memorandum from Maria J. Stowell, P.E. – Manager - Engineering dated January 13, 2017 attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

1. There remain uncertainties as to what mitigation projects will be approved and undertaken;
2. Submitting the grant application by the deadline is contingent upon completing the wetland mitigation projects and obtaining a wetlands permit.

Note: This motion requires a roll call vote in addition to 5 affirmative votes. Discussion: Director Torr questioned the costs of clear cutting versus selective cutting; if the FAA would approve of a selective cutting plan; and if TON will pay for replanting of trees. Maria Stowell, P.E., Manager – Engineering, reported there could be some additional costs for selective cutting; and that FAA will not pay for replanting of trees. Ms. Stowell reviewed the FAA's requirements regarding clear air surfaces.

Kimberly Peace and Mike Rogerson of Hoyle, Tanner and Associates ("HTA"), (PDA's consultants to the project), made a presentation on air surface obstruction project. In conjunction with the FAA, in 2009 HTA and PDA began with obstruction studies, review of TERPS and Part 77 surface requirements; and identification of air surface obstructions in the areas surrounding the runway of the PSM Airport; to create a plan for the removal of air surface obstructions including the cutting and removal of trees and the installation of a flashing red beacon light to alert pilots of the obstructions. HTA and PDA worked with TON Selectmen and Historic District Commission ("HDC") to identify impacted areas that needed protection and buffers to be established to reduce the impact. Wetland impacts were brought before the TON Conservation Commission. NHDES requested that PDA fund mitigation projects at a total cost of \$92,000 for the City of Portsmouth ("COP") and TON. Historic mapping of the project was reviewed in 2009 and presented to TON in 2011. HTA worked with TON and HDC regarding the NEPA process. TON was given a power point presentation of the project including the plan.

Note: The Board and staff entered into a discussion regarding the project. Throughout the discussion, public comments (as compiled below) were taken.

Board Discussion:

Director Lamson confirmed that TON Selectmen and HDC were made aware of the tree cutting project and noted that she was notified in September, 2015 of the beacon light. Director Loughlin reviewed his actions after he became aware of the proposed cutting in November, 2016, including a review of the sites and plans and the effect on the flight departure surface. After reviewing the options for selective cutting and clear cutting on areas he designated as N1 and N2 and reviewing areas that may be replanted to create buffers, Director Loughlin felt that there was willingness between PDA and TON to cut and mitigate. He believes the parties should work in good faith and he will support the motion as presented.

Ms. Stowell asked for clarification as to who would approve the cutting scheme. Discussion continued among Board members and staff and it was determined that PDA's forester would set the cutting plan. Chairman Bald thanked the TON Boards and Ms. Pickering for their efforts and stated that he felt that the issues can be resolved. The planting scheme will be brought to the Board for its review and approval.

Director Preston commended Director Loughlin for all of his efforts. Director Torr questioned who will address future tree growth problems if selective cutting is done. Ms. Stowell reviewed the forester's review of the areas suggested by Director Loughlin and McIntyre Road. Directors Loughlin and Torr confirmed that the cutting plan will be done according to PDA's forester's plan. Director Lamson noted that trees will be replanted on the scenic byway on Little Bay Road.

Ms. Stowell reviewed the bid process and application deadlines. Lynn Hinchee, PDA Deputy Director/General Counsel, confirmed that PDA will rely on PDA's forester to determine what work needs to be done as FAA may not accept selective cutting in the N6 area. PDA's forester will work with TON's forester, but that PDA's forester will make the final decision. Mr. Rogerson clarified that more than 30 trees need to be cut in N6 and explained the aerial photogrammetry interpretation process and concluded that there are more trees in the area than can be shown on cross sections. Director Loughlin reconfirmed that PDA will follow the PDA forester's plans regarding cutting. Director Lamson expressed her appreciation that the Board took the time to listen to TON's concerns and felt that the process could have been handled better.

Public Comment:

Jim Weiner (TON Conservation Commission) made comments regarding: Notifications to TON Boards and size of the project; the Conservation Commission's need to be kept informed of the projects and be allowed to review PDA bids.

LuLu Pickering (TON resident) made comments regarding: Discussions on negative impact of projects; mitigation alternatives; makeup of TON including businesses and residents; history of airport operations; lack of notice as direct abutter; access to information; Section 106 study; creation of buffer zones and use of buffer zones for recreation; lack of public input; need for more information before Board approves project; need for TON and PDA to work together on selective cutting and replanting of trees in N6. Ms. Pickering asked to serve on a study committee (if created).

Michael Marconi (TON Selectmen) made comments regarding: Director Loughlin's efforts and TON and PDA working together to resolve issues. Disposition: Resolved by unanimous roll call vote for; motion carried.

V. Airport Committee Report

Director Preston, Committee Chair, reported that the Committee met on January 19, 2017 to review the application of CHI Aerospace Fuels, LLC to operate a flight school and provide flight training services at Portsmouth International Airport at Pease ("PSM"). The Committee recommended approval of the application.

A. Approvals

1. CHI Aerospace Fuels, LLC

Director Allard moved and Director Lamson seconded that **In accordance with the recommendation of the Pease Development Authority Airport Committee, the PDA Board of Directors hereby approves of CHI Aerospace Fuel LLC dba CHI Aerospace's application to operate a flight school and provide flight training services at the Portsmouth International Airport at Pease; all in accordance with the memorandum of Andrew Pomeroy, Airport Operations**

Manager, dated January 10, 2017 attached hereto. Note: Roll call vote required. Discussion: None.
Disposition: Resolved by unanimous roll call vote for; motion carried.

VI. Marketing and Economic Development Committee Report

Director Loughlin, Committee Chair, reported that the Committee met on January 6, 2017, to review the proposed leasing of Hangar 227 by Royal Technical Group, Inc.

A. Approvals

1. Royal Technology Group, Inc. – Hangar 227

Director Lamson moved and Director Torr seconded that **In order to permit a full discussion of this matter, I make the following motion: The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to complete negotiations with Royal Technical Group, LLC (RTG) and to execute a Lease with RTG for Hangar 227 upon substantially similar terms and conditions of the document attached hereto as Draft 003 LMH – 1/18/17.** Discussion: Director Loughlin reviewed the possible ramifications to the Section 330 Indemnity regarding the Air Force's responsibility for hazardous waste cleanup on the Tradeport. Based on the Section 330 issues and the opinion letter of Attorney Barry Steinberg (PDA's outside counsel) regarding the proposed occupancy of Hangar 227 by RTG, Director Loughlin stated he supports businesses at the Tradeport, but would not support a motion for operations in the hangar at this time.

Director Preston discussed the terms of the motion and actions the FAA could take if RTG took occupancy of Hangar 227 now. Attorney Hinchee reported on the proposed lease terms; the process to obtain a Certificate of Occupancy from the City of Portsmouth; New Hampshire Department of Environmental Services' ("DES") recommendations of an air monitoring plan; and PDA's actions to protect the Air Force indemnification and remediation.

Attorney Hinchee informed the Board that: a) the decision is up to the Board based on all information presented; b) Governor Sununu has expressed an interest in the matter and the opinion letter was sent to the Governor; and c) Attorney Steinberg was available via telephone for consultation with the Board.

Note: The Board and staff entered into a discussion regarding the project. Throughout the discussion, public comment (as compiled below) was taken.

Discussion continued regarding:

- Tenant's action that could jeopardize PDA
- Receipt and evaluation of RTG's financial information
- PDA's fiduciary responsibilities
- Putting pressure on Air Force for clean up
- Air Force pilot study program and testing schedule
- Long term remediation
- Determination of types of contaminants in Hangar 227
- Potential loss of indemnification due to tenant fit-up
- RTG's need to move ahead with project
- Purview of Air Force to decide occupancy
- Air Force's opinion that Hangar 227 should be used for storage only
- Safety study not included in FAA certification
- Purchasing of chemicals on-line
- Indemnification statutes monitored by Air Force and Department of Defense

- The Conservation Law Foundation action and the Air Force's indemnification for PFOA and PFOS
- Air Force's 2013 and July, 2016 letters regarding use and occupancy of building
- PDA's liability and fiduciary responsibilities
- Loss of indemnification risk should be avoided
- PDA's continued efforts regarding cleanups
- PDA's desire for jobs and need to have clean sites
- Terms of lease

Director Preston asked Mr. Formella to advise Governor Sununu that the PDA is listening. Director Loughlin felt that the decision on the matter was not an easy one to make as PDA wants jobs but the loss of the Air Force indemnification is a risk that needs to be avoided. Director Torr felt that the Board should listen to its counsel as PDA has a major responsibility and more information needs to be provided. Director Lamson noted that PDA has worked on clean-up issues for a very long time. PDA wants jobs but it must uphold its fiduciary responsibilities. Director Lamson would like Governor Sununu to tour the Tradeport.

Attorney Hinchee informed the Board that the lease is self-effectuating and PDA staff would not be involved in the process once the lease comes out of escrow and a certificate of occupancy is issued. DES reported that it does not have jurisdiction to preclude occupancy and that occupancy is at the sole discretion of PDA. After the Air Force pilot study is completed, DES could shut down the operations if there are serious issues.

Public Comment:

Attorney John Formella, Counsel to Governor Sununu:

Attorney Formella informed the Board that the opinion letter was reviewed by Governor Sununu and Attorney Formella and the matter was discussed with DES. The Governor believes the issues can be managed and that there are risks; however, the Board should weigh the risk of leasing the hangar against RTG's willingness to cooperate with monitoring and remediation. If RTG is willing and able to take the necessary steps to manage the risks, then risks outlined in the opinion letter may not be a factor in the Board's decision. The decision is up to the Board, but the Governor's office as a state agency is working with PDA.

The Board should rely on its own counsel. If the Board is comfortable that RTG will take the necessary steps to manage the risks, then the risk to PDA is lower. NH DES has no issues with occupancy so long as RTG takes the necessary steps to alleviate the risks. The Board should consult with Attorney Steinberg before relying on the opinion letter.

Attorney Formella questioned what information the Air Force pilot study will provide and how to move forward if the tenant can manage the risk and how does PDA exercise due care. Attorney Formella felt that the opinion letter is a conservative opinion. The Governor wants to ensure that all issues are addressed and is confident that the project can go forward.

Markus Ebert, Royal Technical Group, Inc.:

Mr. Ebert discussed: the Air Force's opinion regarding occupancy with the exception of Tower D and the status of the remediation plan; RTG is an FAA certified company and business will be overseen by FAA; the Chemicals contained in Hangar 227 are not used by RTG and will not affect PDA's Section 330 indemnity; there are no examples where a Section 330 indemnity has been denied in any BRAC facility. Mr. Ebert informed the Board that RTG conducted engineering studies and it was determined

that there are no issues with occupancy; and that the Air Force has determined that there are no issues with occupancy.

Mr. Ebert discussed the difference between the approval for the lease execution and occupancy of the building. RTG has spent significant funds to complete the lease. Mr. Ebert felt that the signing of the lease does not preclude PDA from setting the occupancy date. He stated that RTG needs a signed lease to operate its business in New Hampshire and without a signed lease, RTG will need to locate its facility in another state. Mr. Ebert suggested that condition precedents be included in the lease to preclude occupancy until necessary approvals and permits are obtained.

Disposition: Resolved by roll call vote: 1 vote yes (Bald); 5 votes no (Allard, Lamson, Loughlin, Preston, Torr); motion failed.

VII. Finance

A. Financial Reports

1. Operating Results for the Five Month Period Ending November 30, 2016

Irv Canner, PDA Director of Finance, reported on the status of the PDA FY 2017 finances for the five month period ending November 30, 2016. Requests for Proposals will be sent out for the electricity contract, credit card processing fees, and for cash / debt management. The review included: trends in operating revenues and operating expenses; budget variances in building facilities and maintenance costs, utilities, fuel sales, staffing costs including seasonal employees. Al Weston, Maintenance Manager, reported on the work performed by the seasonal winter staff and the regular Maintenance staff and the shifts worked. Director Lamson commended the Maintenance Department for its snow removal work on the Airport and keeping the sidewalks clean. Mr. Canner reported on variances in professional legal services and electricity consumption costs. The Balance Sheet including unrestricted funds, pension liabilities, PDA's debt status, and construction projects, were reviewed. The analysis of Business Units showed that to date, enplanements at Portsmouth International Airport at Pease ("PSM") have increased. PDA has absorbed \$1.5 million for operations and capital improvements at Skyhaven Airport (DAW). Golf Course operations for the same period last year showed increases in golf course revenues, bar and grill sales, and rounds of golf played. The Division of Ports and Harbors' ("DPH") operating revenues remains in line with the budget. Director Lamson confirmed the status of the State Block Grant (SBG - 04) that is funding the Airport Obstruction Removal project. Ms. Stowell explained the phases of the project.

2. Nine Month Cash Flow Projections to September 30, 2017

Mr. Canner reviewed PDA cash flow projections for the nine month period ending September 30, 2017, including: the funds' balance and projected ending cash balance of \$5.0 million; grant funded and non-grant funded capital expenditures; rates for PDA's revolving line of credit and borrowing costs; and the status of the Division of Ports and Harbors' cash funds.

VIII. Licenses/Easements/Rights of Way/Options

A. Approvals

1. In Control Family Foundation, Inc. – Right of Entry

Director Preston moved and Director Torr seconded that **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, 2017 through December 31, 2017, 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 January 20, 2017 attached hereto.** Discussion: Andrew Pomeroy, Airport Operations Manager, reported that In Control runs a driver

education crash prevention program for new drivers. Disposition: Resolved by unanimous vote; motion carried.

IX. Leases

A. Reports

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

1. Pioneer Aviation, LLC

Pioneer Aviation, LLC entered into a sublease with Imagic, Inc. for 5,320 square feet at 125 Aviation Avenue for a base term of five years. Director Lamson approved the sublease.

B. Approvals

1. Two International Group, LLC – Lease Option

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to execute such document necessary and desirable to grant an option to Two International Group, LLC ("TIG") for the 11 acre parcel located at 100 New Hampshire Avenue, for a period of six (6) months at a fee of \$12,100.00; with one (1) six (6) month option to extend at a fee of \$24,200.00 exercisable by mutual agreement of the parties; all on substantially the same terms and conditions set forth in the Option Agreement and Term Sheet attached hereto. Discussion: Mr. Mullen reported that EDA grant restrictions preclude using the space as an airport parking lot. TIG is exploring the development of an office building. Dan Plummer, TIG, advised the Board that TIG is in discussions with two companies. Disposition: Resolved by unanimous roll call vote for; motion carried.**

X. Signs

A. Approvals

1. Wentworth – Douglass Hospital

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of the proposed sign for Wentworth – Douglass Hospital at 73 Corporate Drive; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated January 11, 2017 attached hereto. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.**

XI. 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 contract:

1. Alternative Sales – Clubhouse Kitchen

PDA contracted with Alternative Sales for the provision and installation of an LP Griddle and an LP Charbroiler for use in the Clubhouse kitchen. The expenditure of \$3,676.47 was approved by Director Allard.

2. Eckhardt & Johnson, Inc. – Terminal HVAC System

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 Eckhardt & Johnson, Inc., PDA's on-call HVAC provider, to make emergency replacement of the HVAC system at the Portsmouth International Airport at Pease ("PSM"). The expenditure of \$22,150 was approved by Director Loughlin.

B. Approvals

1. Ricci Lumber – Clubhouse Equipment

Director Allard moved and Director Preston seconded that In accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Ricci Lumber of Portsmouth, NH in a total amount not to exceed \$28,217.75 (including a 10% contingency), for renovations to the Golf Course Clubhouse dining room; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated January 3, 2017 attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

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

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Golf Car GPS Management System

Director Preston moved and Director Torr seconded that In accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Pease Golf Course to:

- a) Enter into a contract with Country Club Enterprises of Wareham, MA, in the amount of \$28,350 for a term of five (5) years (including an option to terminate the Contract at the end of four (4) years at the sole discretion of the PDA) effective March 1, 2017 for the leasing of a GPS Car Fleet Management system and Golfer Interface Technology software; and
- b) implement rate increase for players' use of the Golf Cars on the Blue Course effective March 1, 2017;

all in accordance with the memorandum from Scott DeVito, PGA General Manager dated January 6, 2017 attached hereto. **Note:** Roll Call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

XII. 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, including: pass holder incentive programs; simulator operations, and league/tournament events. Golf Course Maintenance Department is getting the golf course equipment ready for the Spring season.

2. Airport Operations

Andrew Pomeroy, Airport Operations Supervisor, reported on aviation activities.

a) PSM

Enplanements reached 64,940 as of December 31, 2016, a new record. A total of 129,257 people passed through the Terminal in 2016 (also a new record). Allegiant Airlines is doing well and will increase flight operations in February. The Pease Greeters continue to meet the incoming outgoing troop charter flights.

b) Skyhaven Airport

Snow removal operations are ongoing. The taxiway drainage project is expected to begin in May, 2017. The project will be funded through grants and PDA will pay 5% of the project costs.

c) Noise Line Report

Nineteen inquiries were made to the Noise Line in December, 2016. Fifteen inquiries were related to rotor wing activities and four inquiries were related to fixed wing activities including military operations.

B. Approvals

1. Long Term Disability and Life Insurance – Renewals

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to accept and bind Long Term Disability Insurance and Life and Accidental Death and Dismemberment Insurance effective March 1, 2017 through February 28, 2019 for the continued benefit of the employees of Pease Development Authority as proposed by the Unum Life Insurance Company of America in the projected amount of \$25,950 per year; all otherwise in accordance with the memorandum of Irving Canner, PDA Director of Finance, dated January 12, 2017 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 Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$819.00 for legal services rendered to the Pease Development Authority by:**

1. Kutak Rock LLP Through November 30, 2016 \$ 819.00*

***Note: The City of Portsmouth will pay the remaining balance. Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.**

3. Delegation of Authority to Executive Director – Legal Services

Director Loughlin moved and Director Lamson seconded that **WHEREAS, RSA ch. 12-G vests the management of the Pease Development Authority ("Authority") in its Board of Directors:**

WHEREAS, the Authority has duly enacted By-Laws in accordance with the provisions of NH RSA 12-G:8, XIX; and

WHEREAS, the By-Laws provide that the Executive Director shall have all the authority of the Chairman with respect to the signing of contracts, leases, releases, bonds, notes and other instruments and documents approved by the Authority; and

WHEREAS, the Authority deems it necessary to the management and regulation of its affairs to delegate to the Executive Director the authority to consent to, approve and pay legal bills up to \$50,000 when no regular meeting of the Board is scheduled within 21 days.

NOW, BE IT RESOLVED, that the Authority does hereby delegate to the Executive Director the authority to consent to, approve and pay legal bills in accordance with the terms and conditions of the "Limited Delegation to Executive Director: Consent, Approval, and Expenditure of Funds for Legal Services" attached hereto and incorporated herein by reference. Note: Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

XIII. Port Committee Report

Director Loughlin, Committee Chair, reported that the Port Committee met on January 6, 2017. Geno Marconi, Division Director, updated the Committee on Market Street Terminal activities.

XIV. Division of Ports and Harbors

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council did not meet in January.]

2. Operations Manager

Mr. Marconi reported that Whitney Anderson, Interim Operations Manager, has moved into the Operations Manager position. Mr. Marconi commended Mr. Anderson for his work as Interim Operations Manager.

3. Commercial Mooring Permit 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. 3127	Commercial Fishing	12/12/16
Transferor:	George Littlefield		
Transferee:	Joshua Crooks		

XV. New Business

No new business was brought before the Board.

XVI. Upcoming Meetings

Chairman Bald announced that the Board of Directors will meet on March 16, 2017. All Meetings begin at 8 a.m. unless otherwise posted.

XVII. Directors' Comments

Chairman Bald welcomed back Director Preston. Director Lamson commended the Board and PDA staff for their efforts regarding the tree cutting in Newington matter. Director Torr opined that the Board needs to look at need to expand the Airport Terminal and his concerns of businesses moving operations out of state. Director Torr would like to invite Governor Sununu to take a tour of the Tradeport and the businesses that operate at Pease. Director Torr thanked the staff for all of their efforts.

XVIII. Adjournment

Director Loughlin moved and Director Torr seconded to **adjourn the Board meeting.**
Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 11:27 a.m.

XIX. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director/Secretary

MOTION

Director Allard:

At the request of Spyglass Development, LLC, the Pease Development Authority Board of Directors hereby tables the matter for the premises located at 30 New Hampshire Avenue until the May 18, 2017 Board meeting.

Note: Roll call vote required.

N:\RESOLVES\Spyglass0317.docx

**FY 2017 FINANCIAL REPORT
FOR THE SEVEN MONTH PERIOD
ENDING JANUARY 31, 2017**

**BOARD OF DIRECTORS' MEETING
MARCH 16, 2017**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE SEVEN MONTH PERIOD ENDING

JANUARY 31, 2017 AND 2016

(\$ 000's)

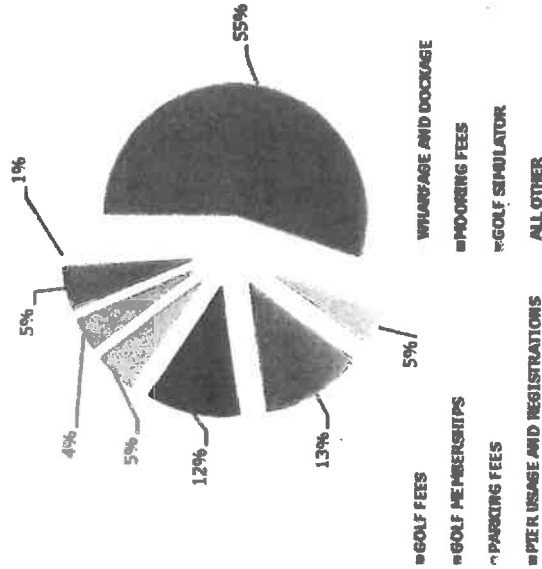
		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	CURRENT YEAR BUDGET
▪ FY 2017 BUDGET VARIANCE ANALYSIS							
▪ OPERATING REVENUES- LOWER BY 1.3%...		<u>8,527</u>	<u>8,637</u>	<u>(110)</u>	<u>8,435</u>	<u>92</u>	<u>14,250</u>
▪ LOWER THAN ANTICIPATED FUEL SALES WITHIN THE DPH, OFFSET BY:		3,593	3,432	161	3,386	207	5,807
▪ INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED / WEATHER.		879	1,360	(481)	1,273	(394)	2,321
▪ INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.		410	414	(4)	462	(52)	722
▪ OPERATING COSTS- LOWER BY 9.9%...		418	515	(97)	469	(51)	884
▪ COMPREHENSIVE FY 2016 YEAR END ACCRUAL PROCESS		208	130	78	111	97	223
▪ FUEL PROCUREMENT COSTS LOWER DUE TO LOWER DPH FUEL SALES.		114	231	(117)	119	(5)	348
▪ INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.		<u>572</u>	<u>794</u>	<u>(222)</u>	<u>597</u>	<u>(25)</u>	<u>1,171</u>
▪ NONOPERATING (INCOME) AND EXPENSES		<u>6,194</u>	<u>6,876</u>	<u>(682)</u>	<u>6,417</u>	<u>(233)</u>	<u>11,476</u>
▪ INTEREST EXPENSE LOWER DUE TO LESS THAN ANTICIPATED CAPITAL EXPENDITURES.		<u>2,333</u>	<u>1,761</u>	<u>572</u>	<u>2,018</u>	<u>315</u>	<u>2,774</u>
▪ NONOPERATING (INCOME) AND EXPENSES		8	52	(44)	28	(20)	89
▪ DEPRECIATION		<u>3,539</u>	<u>3,517</u>	<u>22</u>	<u>3,542</u>	<u>(3)</u>	<u>6,031</u>
▪ NET OPERATING INCOME		<u>(1,214)</u>	<u>(1,808)</u>	<u>594</u>	<u>(1,552)</u>	<u>338</u>	<u>(3,346)</u>

CONSOLIDATED OPERATING REVENUES FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 AND 2016

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	5,681	5,849	(168)	5,646	35	9,595
FEE REVENUES (SEE CHART)	1,643	1,640	3	1,670	(27)	2,910
FUEL SALES (SEE CHART)	492	630	(138)	560	(68)	870
CONCESSION REVENUE	226	194	32	206	20	337
GOLF MERCHANDISE	150	108	42	124	26	196
ALL OTHER- NET	335	216	119	229	106	342
	8,527	8,637	(110)	8,435	92	14,250

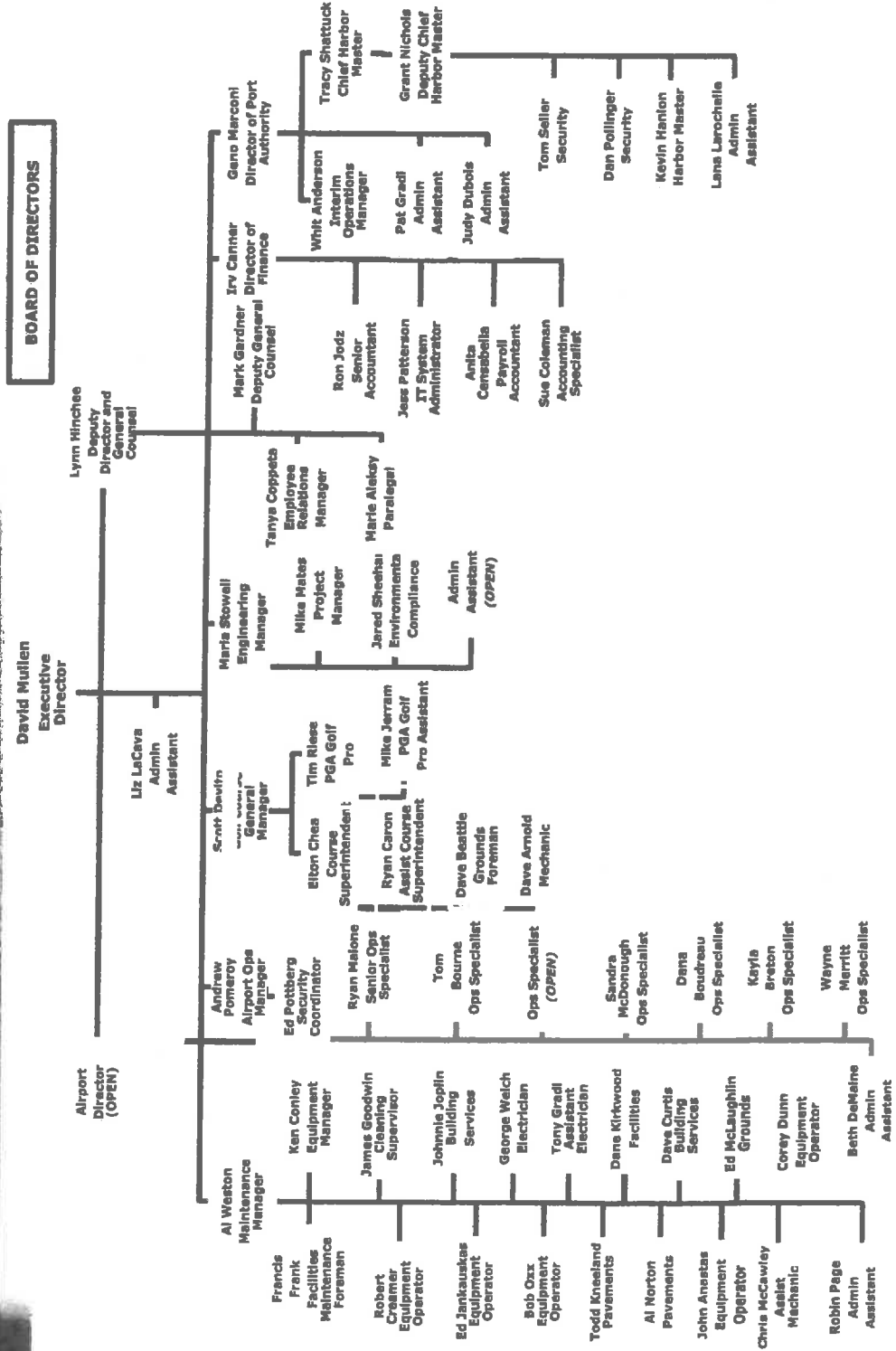
FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	SALES VARIANCE	ACTUAL COGS	BUDGETED COGS	COGS VARIANCE
SKYHAVEN AIRPORT	48	76	(28)	40	60	(20)
PORTSMOUTH FISH PIER	266	352	(86)	198	331	(133)
RYE HARBOR	83	104	(21)	61	97	(36)
HAMPTON HARBOR	95	98	(3)	65	92	(27)
	492	630	(138)	364	580	(216)

FUEL ANALYSIS

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- JANUARY 31, 2017



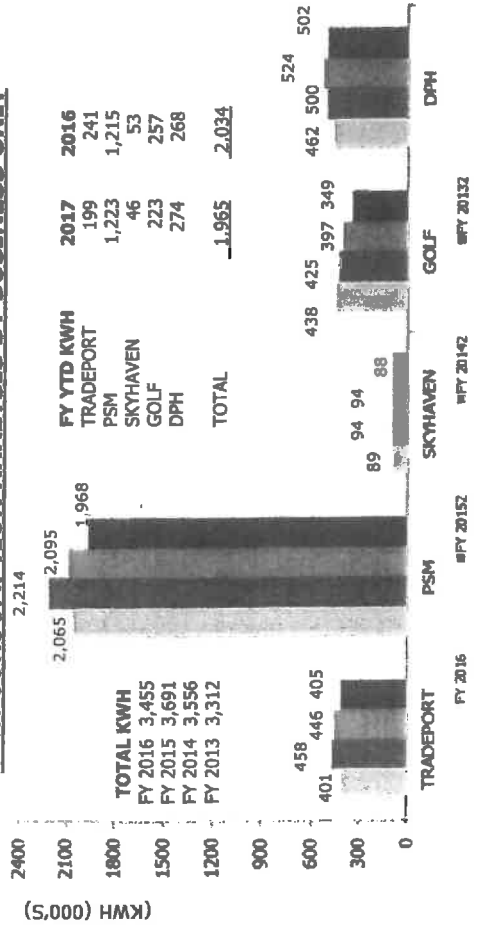
NOTE:
1, EXCLUDES, NON-BENEFITTED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 AND 2016

(\$ 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	218	231	262	449	LEGAL	110	29	15	50
WASTE DISPOSAL	67	81	59	138	INFORMATION TECHNOLOGY	35	45	34	77
NATURAL GAS AND OIL	25	56	21	106	AUDIT	51	43	50	73
PROPANE	19	36	22	62	ALL OTHER- NET	12	13	12	23
WATER	89	111	104	129		208	130	111	223
	418	515	469	884					

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 AND 2016

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET		INTEREST EXPENSE
INTEREST EXPENSE	12	54	(42)	30	92		YEAR TO DATE - 76
INTEREST INCOME AND OTHER	(4)	(2)	(2)	(2)	(3)		PROVIDENT BANK CITY OF PORTSMOUTH
(GAIN) / LOSS ON SALE OF ASSETS	-	-	-	-	-		TOTAL 12 92
	8	52	(44)	28	89		

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)

ASSETS	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016	CASH AND EQUIVALENTS AT JANUARY 31, 2017	
					UNRESTRICTED	RESTRICTED
CURRENT ASSETS						
CASH AND EQUIVALENTS	3,012	1,713	1,842	1,855		
ACCOUNTS RECEIVABLE- NET	1,232	589	565	279		
OTHER ASSETS	538	467	457	597		
TOTAL CURRENT ASSETS	4,782	2,769	116	116	2,566	11
RESTRICTED ASSETS			2,980	2,847	2,574	-
CASH AND EQUIVALENTS	648	597				
ACCOUNTS RECEIVABLES- NET	1,078	1,093	4,256	4,256		
TOTAL RESTRICTED ASSETS	1,726	1,690	4,690	4,714	(7)	-
CAPITAL ASSETS			7,670	7,561	306	-
LAND, BUILDINGS AND EQUIPMENT	66,111	68,054				501
CONSTRUCTION IN PROCESS (PAGES #10-#14)	703	534	207	207		102
OTHER - LT RECEIVABLES	66,814	68,588	1,174	1,159	136	-
	-	-	249	211	435	648
TOTAL ASSETS	73,322	73,047	50	51	3,012	648
DEFERRED OUTFLOWS OF RESOURCES	776	776	(1,089)	(3,211)	-	-
PENSION			66,222	66,055		
			65,838	67,845		
			1,174	1,159		
			249	211		
			50	51		
			(1,089)	(3,211)		
			66,222	66,055		
			65,838	67,845		
			1,174	1,159		
			249	211		
			50	51		
			(1,089)	(3,211)		
			66,222	66,055		
			65,838	67,845		
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			65,838	67,845		
			1,174	1,159		
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			1,174	1,159		
			249	211		
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			249	211		
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			66,222	66,055		
			65,838	67,845		
			1,174	1,159		
			249	211		
			50	51		
			(1,089)	(3,211)		
			66,222	66,055		
			65,838	67,845		
			1,174	1,159		
			249	211		
			50	51		

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF JANUARY 31, 2017

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
TRADEPORT MULTI-USE PATH	11-20-08	802	642	1,171	(243)	928	-	-
PSM ASR CONSTRUCTION PROJECT (SBG 1602)	04-16-13	2,150	2,044	2,108	(105)	1,766	237	-
PSM PAVEMENT AND DRAINAGE (SBG 1603)	11-06-13	1,310	1,244	1,163	(58)	1,105	-	-
PSM OBSTRUCTION REMOVAL / PERMIT/DESIGN (SBG 04-2014)	04-25-14	-	-	214	(11)	103	100	-
PSM RUNWAY 16-34 PRE-DESIGN	TBD	-	-	70	(70)	-	-	-
PSM TERMINAL BATHROOM RENOVATIONS	04-21-16	-	-	505	(67)	(61)	377	-
PSM SECURITY IDENTIFICATION SYSTEM (SBG 05-2016)	03-21-16	-	-	285	(14)	130	141	-
SKYHAVEN RUNWAY 15-33 (SBG 05-2012)	06-18-14	3,790	3,601	3,512	(187)	3,117	208	207
SKYHAVEN TAXILANE PAV AND DRAIN (SBG 06-2015)	03-31-15	-	-	123	(6)	110	7	7
SKYHAVEN RUN DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	533	(27)	500	6	6
DPH- UPGRADE PORT SECURITY AND SOFTWARE		59	59	5	-	-	5	-
							1,081	220

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF JANUARY 31, 2017

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-17
PORTSMOUTH AIRPORT					
PSM TERMINAL BATHROOM RENOVATIONS (FAA- TBD)	65	440	505	(65)	-
PSM OBSTRUCTION PERMITTING AND DESIGN (FAA-TBD)	2	212	-	212	214
PSM RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	53	20	-	20	73
PSM LIGHTING AND SOFTWARE UPGRADE	45	-	45	(45)	-
PSM ATCT PARTIAL DEMO AND REROOFING	40	381	421	(40)	-
PSM SECURITY IDENTIFICATION SYSTEM	71	214	-	214	285
PSM ASR CONSTRUCTION (SBG-16-02)	-	239	239	-	-
	276	1,506	1,210	296	572

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF JANUARY 31, 2017 (CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-17
SKYHAVEN AIRPORT					
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	83	83	-	-
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	-	9	9	-	-
TAXILANE PAVEMENT AND DRAINAGE DESIGN (SBG 06-2015)	116	7	123	(116)	-
	116	99	215	(116)	=
MAINTENANCE					
ELECTRICIAN VAN	-	65	65	-	-
DUMP TRUCK BODY	6	-	-	-	6
mitsubishi Fork Lift Truck	-	28	28	-	-
	6	93	93	=	6

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF JANUARY 31, 2017 (CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-17
GOLF COURSE					
CLUBHOUSE EXPANSION (DESIGN ONLY)	64	-	-	-	64
SIMULATOR EQUIPMENT	-	13	13	-	-
GRILL 28 RESTAURANT MODIFICATIONS	-	12	-	12	12
WELL VIABILITY STUDY	-	1	-	1	1
	<u>64</u>	<u>26</u>	<u>13</u>	<u>13</u>	<u>77</u>

ADMINISTRATION

= = = = =

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF JANUARY 31, 2017 (CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-17
TRADEPORT					
INTERSECTION AND INFRASTRUCTURE IMPROVEMENTS	31	-	-	-	31
LEE STREET HVAC UPGRADE	26	-	26	(26)	-
	57	=	26	(26)	31

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF JANUARY 31, 2017 (CONTINUED)

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-17
DIVISION OF PORTS AND HARBORS					
WATER QUALITY IMPROVEMENT	-	-	-	-	-
TIGER GRANT APPLICATION (2016)	9	(9)	-	(9)	-
INSTALL EMERGENCY CALL BOXES	6	3	9	(6)	-
REPLACE FENDER PILES- PSF	-	12	12	-	-
FILE EXCHANGE SERVER	-	17	17	-	-
FASTLANE GRANT APPLICATION	-	12	-	12	12
UPGRADE PORT SECURITY AND SOFTWARE	-	5	-	5	5
	<u>15</u>	<u>40</u>	<u>38</u>	<u>2</u>	<u>17</u>
TOTAL	534	1,764	1,595	169	703

LONG TERM LIABILITIES AS OF JANUARY 31, 2017

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	349	465
TOTAL	<u>116</u>	<u>349</u>	<u>465</u>

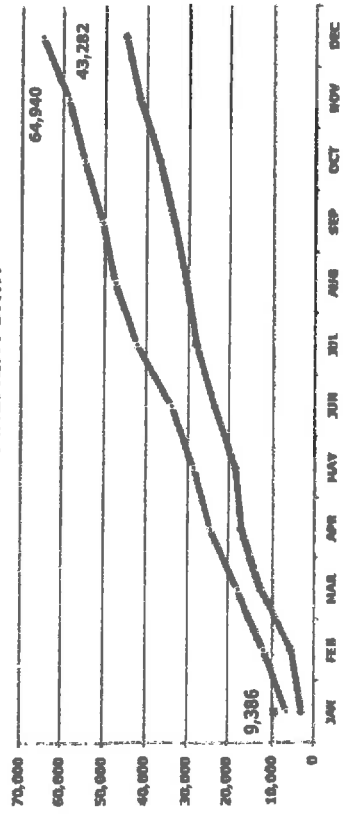
FISCAL YEAR	CITY OF PORTSMOUTH @ 4.50%
2017	116
2018	116
2019	116
2020	117
PAID IN FY 2017	465
TOTAL	<u>465</u>

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	516	547	(31)	960	490
FACILITIES RENT	336	330	6	585	325
CARGO AND HANGARS	123	93	30	161	109
CONCESSION REVENUES	19	4	15	7	15
FEE REVENUES	1	90	(89)	156	14
ALL OTHER	37	30	7	51	27
	516	547	(31)	960	490
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	518	593	(75)	1,007	541
BUILDINGS AND FACILITIES MAINTENANCE	423	746	(323)	1,247	475
GENERAL AND ADMINISTRATIVE	95	84	11	145	96
UTILITIES	178	165	13	344	164
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	9	11	(2)	19	11
ALL OTHER	-	-	-	-	-
OPERATING INCOME	(707)	(1,052)	(345)	(1,802)	(797)
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION	2,091	2,218	(127)	3,800	2,244
NET OPERATING INCOME	(2,798)	(3,270)	472	(5,602)	(3,041)

ENPLANEMENT DATA



YEAR TO DATE	2015	2016	2017
2015	9,386	6,397	2,983
2016	2,091	2,218	3,800
2017	(2,798)	(3,270)	(5,602)

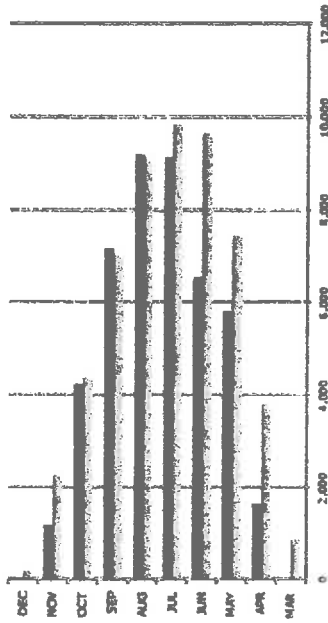
STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	4,761	4,967	(206)	8,062	4,742
RENTAL OF FACILITIES	198	95	103	146	115
ALL OTHER	<u>4,959</u>	<u>5,062</u>	<u>(103)</u>	<u>8,208</u>	<u>4,857</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	111	212	(101)	389	176
GENERAL AND ADMINISTRATIVE	28	27	1	47	29
UTILITIES	42	84	(42)	145	73
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	68	(68)	68	20
ALL OTHER	57	82	(25)	140	43
	<u>238</u>	<u>473</u>	<u>(235)</u>	<u>789</u>	<u>341</u>
OPERATING INCOME	4,721	4,589	(132)	7,419	4,516
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION	468	476	(8)	816	490
NET OPERATING INCOME	<u>4,253</u>	<u>4,113</u>	<u>140</u>	<u>6,603</u>	<u>4,026</u>

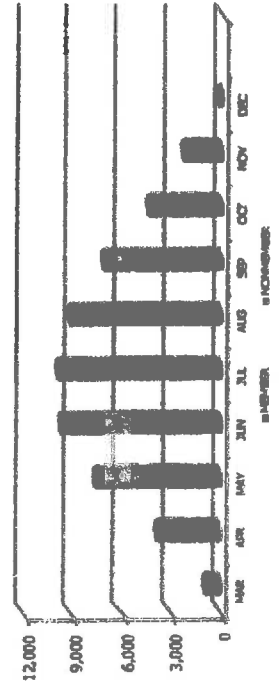
KEY GOLF COURSE BENCHMARKING DATA AS OF JANUARY 31, 2017

ROUNDS OF GOLF PLAYED (SEASON)



	2016 YTD	2015 SEASON
ROUNDS PLAYED	54,936	52,110
RAIN DAYS	60	48

2016 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

	FY 2017	FY 2016
JULY	\$ 148	\$ -
AUGUST	64	-
SEPTEMBER	-	345
OCTOBER	3,827	2,726
NOVEMBER	12,420	10,176
DECEMBER	21,198	14,417
JANUARY	28,021	24,246
FEBRUARY	-	26,504
MARCH	-	17,720
APRIL	-	6,002
MAY	-	963
JUNE	-	102
TOTAL	\$ 65,678	\$ 103,201

BAR AND GRILL GROSS SALES

	FY 2017	FY 2016
JULY	\$ 183,674	\$ 176,459
AUGUST	191,472	185,715
SEPTEMBER	160,353	166,667
OCTOBER	124,495	113,551
NOVEMBER	86,290	70,077
DECEMBER	108,400	105,175
JANUARY	91,004	84,682
FEBRUARY	-	81,582
MARCH	-	97,403
APRIL	-	106,478
MAY	-	155,744
JUNE	-	205,159
TOTAL	\$ 945,688	\$ 1,548,692

2016 ROUNDS-SEASON

MEMBER	17,327
NONMEMBER	37,609
TOTAL	54,936

2015 ROUNDS-SEASON

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

CLUB / COURSE FUNCTIONS

	FY 2017 YTD	FY 2016 YTD
GROUPS 12-40	38,901	39,169
TOURNAMENT PLAY	127,347	108,585
LEAGUES	68,815	68,018
FOOD AND ROOM FEES	139,817	180,567

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR 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>1,293</u>	<u>1,484</u>	<u>(191)</u>	<u>2,351</u>	<u>1,399</u>	FACILITY RENTALS	385	380	652	381
OPERATING EXPENSES						CONCESSION REVENUE	5	5	6	5
PERSONNEL SERVICES AND BENEFITS	644	605	39	1,036	619	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	79	101	(22)	167	70	MOORING FEES	189	195	335	192
GENERAL AND ADMINISTRATIVE	71	79	(8)	150	123	PARKING	87	83	114	89
UTILITIES	61	90	(29)	154	71	REGISTRATIONS	38	42	170	39
PROFESSIONAL SERVICES	13	15	(2)	26	13	WHARF / DOCK	<u>79</u>	<u>157</u>	<u>225</u>	<u>137</u>
MARKETING AND PROMOTION	-	1	(1)	2	1	FUEL SALES	<u>393</u>	<u>477</u>	<u>844</u>	<u>457</u>
ALL OTHER - FUEL	324	521	(197)	705	361	ALL OTHER	66	68	99	69
	<u>1,192</u>	<u>1,412</u>	<u>(220)</u>	<u>2,240</u>	<u>1,258</u>	TOTAL	1,293	1,484	2,351	1,399
OPERATING INCOME	101	72	29	111	141	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(1)	-	(1)	-	-	OPERATING REVENUES	145	162	478	226
DEPRECIATION	436	352	84	606	376	OPERATING EXPENSES (EXCLUDING DEPRECIATION)	144	122	211	253
NET OP INCOME	<u>(334)</u>	<u>(280)</u>	<u>(54)</u>	<u>(495)</u>	<u>235</u>	NET OP INC	1	40	267	(27)

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

	YEAR TO DATE ACTUAL		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET		PRIOR YEAR TO DATE ACTUAL		FISCAL YEAR BUDGET		PRIOR YEAR TO DATE ACTUAL	
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE BUDGET
HARBOR DREDGING												
OPERATING REVENUES	62	50	12	107	64					56		6
OPERATING EXPENSES												
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-					-		-
BUILDINGS AND FACILITIES MAINTENANCE	-	29	(29)	50	272					-		-
GENERAL AND ADMINISTRATIVE	4	-	4	-	7					1		-
UTILITIES	-	-	-	-	-					-		-
PROFESSIONAL SERVICES	-	-	-	-	-					-		-
MARKETING AND PROMOTION	-	-	-	-	-					8		3
ALL OTHER	-	-	-	-	-					-		-
	4	29	(25)	50	279					9		3
OPERATING INCOME	58	21	37	57	(215)					(4)		3
NONOPERATING (INCOME) AND EXPENSE												
DEPRECIATION	37	22	15	38	22					-		-
NET OPERATING INCOME	21	(1)	22	19	(237)					(4)		3

(\$ 000's)

**STATEMENT OF OPERATIONS FOR THE SEVEN MONTH
PERIOD ENDING JANUARY 31, 2017
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR ACTUAL TO DATE		BALANCE AT 01-31-2017	BALANCE AT 06-30-2016	BALANCE AT 06-30-2015
REVOLVING LOAN FUND									
OPERATING REVENUES	27	21	6	37	19				
OPERATING EXPENSES									
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-		102	78	330
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-		-	-	43
GENERAL AND ADMINISTRATIVE	-	-	-	1	1		102	78	373
UTILITIES	-	-	-	-	-		-	-	-
PROFESSIONAL SERVICES	12	13	(1)	22	12		136	131	115
MARKETING AND PROMOTION	-	-	-	-	-		937	954	666
ALL OTHER	-	-	-	-	-		1,073	1,085	781
OPERATING INCOME	15	8	7	14	6		1,175	1,163	1,154
NONOPERATING (INCOME) AND EXPENSE									
DEPRECIATION	-	-	-	-	-		91.3	93.3	70.3
NET OPERATING INCOME	15	8	7	14	6		16.3	18.3	(4.7)

REVOLVING LOAN FUND RECONCILIATION

CASH BALANCES

GENERAL FUNDS	102	78	330
SEQUESTERED FUNDS	-	-	43
LOANS OUTSTANDING	102	78	373

**CURRENT
LONG TERM**

CURRENT	136	131	115
LONG TERM	937	954	666
CAPITAL UTILIZATION RATE- % (*)	91.3	93.3	70.3

**FUND EXCESS
(DEFICIENCY)- %
(*)**

FUND EXCESS (DEFICIENCY)- % (*)	16.3	18.3	(4.7)
---------------------------------------	------	------	-------

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION (EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

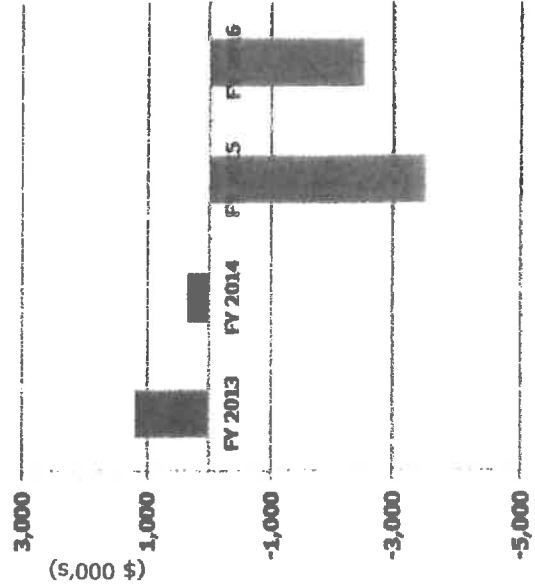
(\$ 000's)

	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016
ASSETS			LIABILITIES	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	2,577	1,033	ACCOUNTS PAYABLE	1,405
ACCOUNTS RECEIVABLE- NET	1,198	521	ACCOUNTS PAYABLE- CONSTRUCTION	565
OTHER ASSETS	506	434	UNEARNED REVENUE	326
TOTAL CURRENT ASSETS	4,281	1,988	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	116
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	2,412
CASH AND EQUIVALENTS	-	-	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLES- NET	-	-	NET PENSION LIABILITY	3,368
TOTAL RESTRICTED ASSETS	-	-	OTHER LT LIABILITIES	434
CAPITAL ASSETS			TOTAL LIABILITIES	6,214
LAND, BUILDINGS AND EQUIPMENT	55,665	57,174	DEFERRED INFLOWS OF RESOURCES	
CONSTRUCTION IN PROCESS (PAGES #10-#14)	687	518	PENSION	161
OTHER- LT RECEIVABLE	56,352	57,692	NET POSITION	
TOTAL ASSETS	60,633	59,679	NET INVESTMENT IN CAPITAL ASSETS	55,376
DEFERRED OUTFLOWS OF RESOURCES	623	623	RESTRICTED FOR:	
TOTAL NET POSITION	54,881	54,420	REVOLVING LOAN FUND	-
			HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	(495)
			TOTAL NET POSITION	54,420

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



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

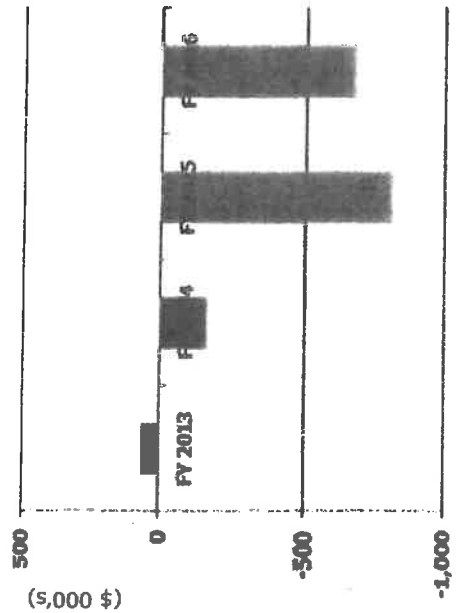
(\$ 000's)

	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	434	680	184	395
ACCOUNTS RECEIVABLE- NET	34	68	-	4
OTHER ASSETS	34	33	131	279
TOTAL CURRENT ASSETS	502	781	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	-	-	315	678
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	9,770	10,191	46	46
CONSTRUCTION IN PROCESS (PAGES #10-#14)	17	9	-	-
TOTAL ASSETS	9,787	10,200	1,203	1,566
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	153	153	(594)	(674)
TOTAL NET POSITION	9,634	10,047	609	892
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	184	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	184	-	315	678
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	888	-	888	888
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	888	-	1,203	1,566
DEFERRED INFLOWS OF RESOURCES				
PENSION	9,787	9,787	-	-
NET POSITION	9,634	10,047	609	892
NET INVESTMENT IN CAPITAL ASSETS	9,787	10,200	46	46
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	(594)	(674)	-	-
TOTAL NET POSITION	9,193	9,526	609	892

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS HAS DETERIORATED FINANCIAL STRUCTURE AND MAY CHALLENGE CURRENT SERVICE LEVELS.
- \$ 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**



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

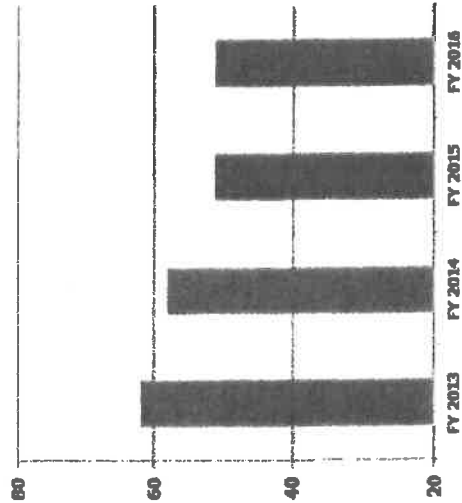
(\$ 000's)

	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	0	0	0	0
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	45	51	45	51
ACCOUNTS RECEIVABLES- NET	5	-	5	-
TOTAL RESTRICTED ASSETS	50	51	50	51
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	50	51	50	51
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
TOTAL NET POSITION	50	51	50	51
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	0	0	0	0
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	0	0	0	0
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR: REVOLVING LOAN FUND HARBOR DREDGING FOREIGN TRADE ZONE UNRESTRICTED	-	-	50	51
TOTAL NET POSITION	50	51	50	51

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF FINANCIAL CHALLENGES.
- DURING FY 2016 WESTINGHOUSE ELECTRIC SUSPENDED THEIR PARTICIPATION IN FTZ

**NET RESTRICTED POSITION
AT JUNE 30**



(\$,000 \$)

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

(\$ 000's)

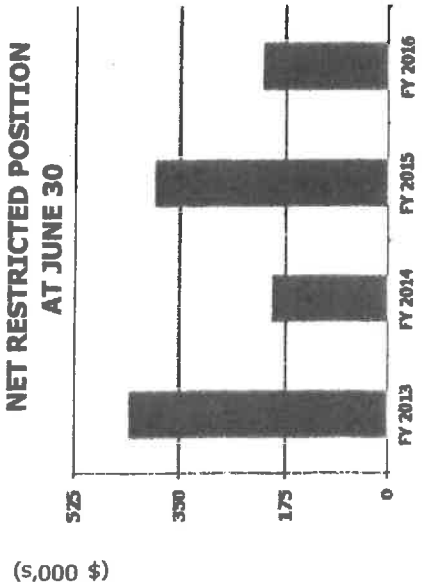
	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	252	265
ACCOUNTS RECEIVABLE- NET	-	-	-	6
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	501	473	-	-
ACCOUNTS RECEIVABLES- NET	-	3	-	-
TOTAL RESTRICTED ASSETS	501	476	252	271
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	675	692	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	6	-	-
TOTAL ASSETS	675	698	252	271
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION	675	698	252	271
NET INVESTMENT IN CAPITAL ASSETS	675	692	675	692
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	1,176	1,174	249	211
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	1,176	1,174	249	211

DISCUSSION AND ANALYSIS

CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS OR REPAIRS AND MAINTENANCE FOR PORT OPERATIONS.

- FY 2011- HAMPTON HARBOR \$ 140
- FY 2012- SEABROOK / HAMPTON 200
- FY 2013- TURNING BASIN 128
- FY 2014- TURNING BASIN 12
- SOUTH ACCESS BRIDGE 384
- FY 2015
- GROUND TRUCK SCALE 78
- ALL OTHER 25
- FY 2016
- TRUCK SCALE 40
- ALL OTHER 18
- FY 2017
- FENDER PILES 12
- EMERG CALL BOXES 4

**NET RESTRICTED POSITION
AT JUNE 30**



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

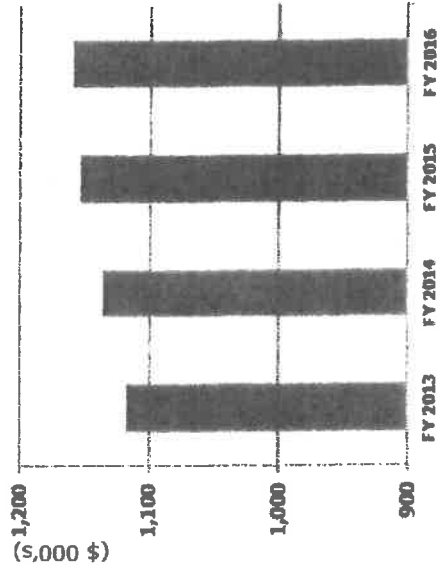
(\$ 000's)

	JAN 31 2017	JUN 30 2016	JAN 31 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	0	0	0	0
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	102	78	102	78
ACCOUNTS RECEIVABLES- NET	1,073	1,084	1,073	1,084
TOTAL RESTRICTED ASSETS	1,175	1,162	1,175	1,162
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	1,175	1,162	1,175	1,162
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
TOTAL NET POSITION	1,175	1,162	1,175	1,162
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	0	0	0	0
TOTAL CURRENT LIABILITIES	0	0	0	0
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	0	0	0	0
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,174	1,159	1,174	1,159
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	1,174	1,159	1,174	1,159

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- CURRENT REGULATORY CLIMATE DOES HOWEVER POTENTIALLY 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
NOVEMBER 30, 2017**

**BOARD OF DIRECTOR'S MEETING
MARCH 16, 2017**



PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MARCH 1, 2017 TO NOVEMBER 30, 2017

(EXCLUDING DIVISION OF PORTS AND HARBORS)

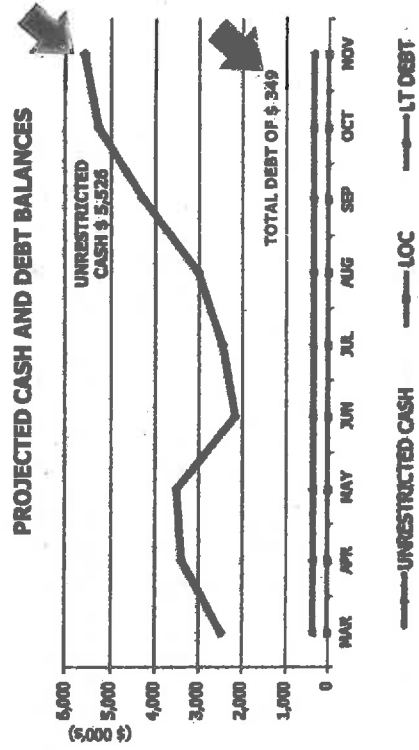
(\$ 000's)

	AMOUNT
OPENING FUND BALANCE	2,149
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,515
GRANT AWARDS (SEE PAGE #8)	5,990
GOLF COURSE FEE AND CONCESSION REVENUES	1,400
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	157
MUNICIPAL SERVICE FEE (COP)- NET	1,292
EXTERNAL BANK WORKING CAPITAL- NET	-
	15,774
USES OF FUNDS	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	6,736
PERSONNEL SERVICES AND BENEFITS	4,130
OPERATING EXPENSES	930
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	601
LONG TERM DEBT RETIREMENT	-
	12,397
NET CASH FLOW	3,377
CLOSING FUND BALANCE	5,526

DISCUSSION

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO FURTHER UTILIZE ITS 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.



TOTAL FUND BALANCES	BALANCE AT 02-28-2017	BALANCE AT 06-30-2016
PDA UNRESTRICTED	2,149	1,022
PDA DESIGNATED	11	12
TOTAL	2,160	1,034

PEASE DEVELOPMENT AUTHORITY
STATEMENT OF CASH FLOW (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
OPENING FUND BALANCE	2,149	2,448	3,345	3,458	2,106	2,409	2,955	4,228	5,225	2,149
SOURCES OF FUNDS										
TRADEPORT TENANTS	615	1,075	600	615	1,080	620	625	640	645	6,515
GRANT AWARDS (SEE PAGE #8)	100	348	230	315	500	1,127	1,850	900	620	5,990
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	375	250	2,625
GOLF COURSE	40	65	165	200	215	210	195	190	120	1,400
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	16	17	18	18	19	18	18	17	16	157
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	1,066	1,930	1,308	1,443	2,239	2,270	2,983	2,172	1,696	17,107
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	460	455	440	465	470	470	465	450	455	4,130
CAPITAL- GRANT RELATED (SEE PAGE #4)	179	395	570	868	1,330	1,114	1,100	450	730	6,736
CAPITAL- NONGRANT (SEE PAGES #5-#7)	18	83	70	45	25	45	30	180	105	601
MUNICIPAL SERVICE FEE	-	-	-	1,312	21	-	-	-	-	1,333
OPERATING EXPENSES	110	100	115	105	90	95	115	95	105	930
LONG TERM DEBT RETIREMENT	=	=	=	=	=	=	=	=	=	=
	767	1,033	1,195	2,795	1,936	1,724	1,710	1,175	1,395	13,730
NET CASH FLOW	299	897	113	(1,352)	303	546	1,273	997	301	3,377
CLOSING FUND BALANCE	2,448	3,345	3,458	2,106	2,409	2,955	4,228	5,225	5,526	5,526

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	50	100	100	800	850	900	300	100	3,200
OBSTRUCTION MITIGATION- PHASE II	10	10	20	21	10	-	-	-	-	71
IDENTIFICATION MANAGEMENT SYSTEM	80	100	140	187	20	14	-	-	-	541
RW PRELIMINARY DESIGN	20	20	20	30	-	-	100	100	100	390
BATHROOM RENOVATIONS	29	20	=	=	=	=	=	=	=	49
	<u>139</u>	<u>200</u>	<u>280</u>	<u>338</u>	<u>830</u>	<u>864</u>	<u>1,000</u>	<u>400</u>	<u>200</u>	<u>4,251</u>
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	40	40	40	30	-	-	-	-	-	150
TAXILANE PAVEMENT (CONSTRUCTION)	-	150	250	500	500	250	100	50	30	1,830
TAXILANE PAVEMENTS (DESIGN)	-	5	-	-	-	-	-	-	-	5
ROTARY PLOW**	=	=	=	=	=	=	=	=	500	500
	<u>40</u>	<u>195</u>	<u>290</u>	<u>530</u>	<u>500</u>	<u>250</u>	<u>100</u>	<u>50</u>	<u>530</u>	<u>2,485</u>
	179	395	570	868	1,330	1,114	1,100	450	730	6,736

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 MARCH 1, 2017 TO NOVEMBER 30 2017**

(\$ 000's)

(CONTINUED):

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
<u>TRADEPORT</u>										
WATER TOWER LOGO	-	-	-	30	-	-	-	-	-	30
OIL WATER SEPARATOR CLEANING **	-	-	-	-	-	-	-	20	-	20
	=	=	=	30	=	=	=	20	=	50

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

MARCH 1, 2017 TO NOVEMBER 30, 2017

(CONTINUED):

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT / REPAIR (SPRINGS) **	-	-	-	-	-	-	-	15	-	15
TERMINAL PARKING LOT **	=	=	=	=	=	25	=	=	=	25
	=	=	=	=	=	25	=	15	=	40
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	=	=	=	=	=	=	=	=	20	20
GOLF COURSE										
DEBRIS BLOWER **	8	-	-	-	-	-	-	-	-	8
GREENS ROLLER **	10	-	-	-	-	-	-	-	-	10
BLUE COURSE BRIDGES **	=	-	-	5	25	-	-	-	-	30
RESTAURANT MODIFICATIONS**	-	40	10	-	-	-	-	-	-	50
WEBSITE UPGRADE **	-	5	-	-	-	-	-	-	-	5
TRIM MOWERS **	-	-	-	-	-	-	-	-	50	50
FAIRWAY MOWER **	-	-	60	-	-	-	-	-	-	60
	18	45	70	5	25	=	=	=	50	213

NOTE:
** PENDING BOARD APPROVAL

7

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

(CONTINUED):

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
NONGRANT REIMBURSEMENT (CONTINUED):										
PORTSMOUTH AIRPORT										
TERMINAL RUNWAY RELAMPING (LED) **	-	-	-	-	-	20	30	-	-	50
REROOFING OF HUT # 7 AND #8 **	-	-	-	-	-	-	-	40	10	50
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	-	-	35	-	35
TERMINAL SEATING **	-	38	-	-	-	-	-	-	-	38
PARKING LOT POLES- SIGNAGE **	-	-	-	10	-	-	-	-	-	10
	=	38	=	10	=	20	30	75	10	183
MAINTENANCE										
BUILDING INFRASTRUCTURE**	-	-	-	-	-	-	-	25	25	50
VEHICLE FLEET REPLACEMENT **	-	-	-	-	-	-	-	45	-	45
	=	=	=	=	=	=	=	70	25	95
TOTAL NONGRANT	18	83	70	45	25	45	30	180	105	601

NOTE:
 ** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 MARCH 1, 2017 TO NOVEMBER 30, 2017**

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	50	100	100	800	850	900	300	3,100
OBSTRUCTION MITIGATION- PHASE II	100	-	-	40	-	-	25	-	-	165
IDENTIFICATION MANAGEMENT SYSTEM	-	141	180	-	-	327	-	-	-	648
RW PRELIMINARY DESIGN	-	-	-	60	-	-	25	-	95	180
BATHROOM RENOVATIONS	-	-	-	30	-	-	-	-	-	30
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	-	207	-	80	-	-	-	-	-	287
TAXILANE PAVEMENT- CONSTRUCTION	-	-	-	-	400	-	950	-	225	1,575
TAXILANE PAVEMENT- DESIGN	-	-	-	5	-	-	-	-	-	5
TOTAL GRANT	100	348	230	315	500	1,127	1,850	900	620	5,990

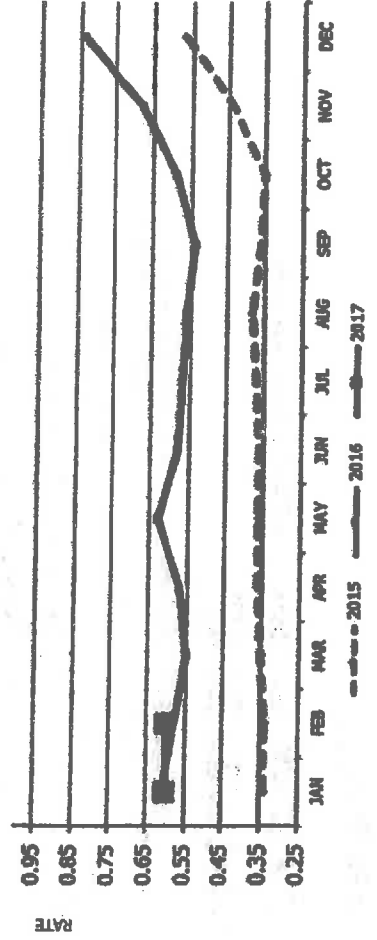
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

AMOUNT OF ORIGINAL CREDIT FACILITY	5,000
AMOUNT AVAILABLE	5,000
EFFECTIVE DATE	03-10-2011
TERM DATE	12-31-2017
PURPOSE	TO PROVIDE WORKING CAPITAL
INTEREST RATE	ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS
MINIMUM SIZE OF DRAWDOWN	NO MINIMUM
OTHER	DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 02-28-2017	BALANCE AT 06-30-2016	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2017	VARIABLE
CITY OF PORTSMOUTH	465	465	12-31-2020	4.50
WEIGHTED AVERAGE	465	465		4.50

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE.



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) MARCH 1, 2017 TO NOVEMBER 30, 2017

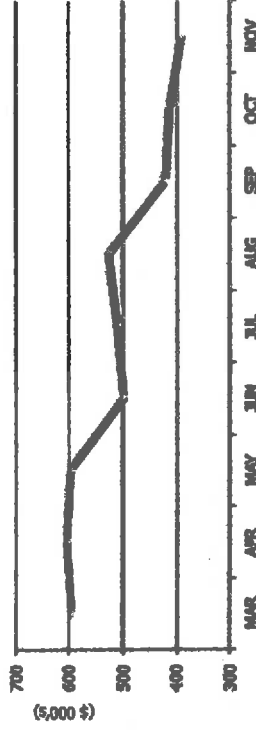
(\$ 000's)

	AMOUNT
OPENING FUND BALANCE	675
SOURCES OF FUNDS	
FACILITY RENTALS	489
MOORING FEES	60
REGISTRATIONS / WHARFAGE	160
FUEL SALES	225
PARKING FEES AND CONCESSIONS	208
	1,142
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	826
OPERATING EXPENSES	365
FUEL PROCUREMENT	204
CAPITAL EXPENDITURES	30
ALL OTHER	-
	1,425
	(283)
NET CASH FLOW	
CLOSING FUND BALANCE	392

DISCUSSION

- CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST, 2) WORKERS COMPENSATION CLAIMS AND OR LEGAL SETTLEMENTS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.
- 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	BALANCE AT
	02-28-2017	06-30-2016
UNRESTRICTED FUNDS	675	680
HARBOR DREDGING	510	473
FOREIGN TRADE ZONE	43	46
REVOLVING LOAN FUND	<u>116</u>	<u>78</u>
TOTAL	1,344	1,277

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS
MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
OPENING FUND BALANCE	675	595	604	597	500	510	526	421	415	675
SOURCES OF FUNDS										
FACILITY RENTALS	54	54	54	54	54	55	55	55	54	489
CONCESSION REVENUES	-	2	3	2	3	4	4	-	-	18
MOORING FEES	60	-	-	-	-	-	-	-	-	60
REGISTRATIONS / WHARFAGE	15	50	10	15	15	20	15	10	10	160
PARKING FEES	-	10	15	35	35	45	35	15	-	190
FUEL SALES	25	25	30	30	30	25	20	20	20	225
	<u>154</u>	<u>141</u>	<u>112</u>	<u>136</u>	<u>137</u>	<u>149</u>	<u>129</u>	<u>100</u>	<u>84</u>	<u>1,142</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	165	48	49	170	55	59	180	60	50	826
BUILDINGS AND FACILITIES	15	20	10	10	10	15	10	5	5	100
GENERAL AND ADMINISTRATIVE	9	12	9	11	10	11	12	9	9	92
UTILITIES	22	19	14	15	15	15	15	14	15	143
PROFESSIONAL SERVICES	-	-	10	-	-	10	-	-	10	30
FUEL PROCUREMENT	23	23	27	27	27	23	18	18	18	204
CAPITAL EXPENDITURES AND OTHER	-	10	-	-	10	-	-	10	-	30
	<u>234</u>	<u>132</u>	<u>119</u>	<u>233</u>	<u>127</u>	<u>133</u>	<u>234</u>	<u>106</u>	<u>107</u>	<u>1,425</u>
NET CASH FLOW	(80)	9	(7)	(97)	10	16	(105)	(6)	(23)	(283)
CLOSING FUND BALANCE	595	604	597	500	510	526	421	415	392	392

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
OPENING FUND BALANCE	510	519	526	533	519	525	507	515	512	510
SOURCES OF FUNDS										
PIER USAGE FEES	6	6	4	5	5	3	3	4	5	41
REGISTRATIONS	1	2	1	1	2	1	2	2	2	14
FUEL FLOWAGE FEES	2	2	2	2	2	3	3	3	2	21
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	1	-	-	1	-	-	1	-	3
GENERAL AND ADMINISTRATIVE	-	-	-	2	-	-	-	2	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	2	-	-	2	-	-	2	-	6
ALL OTHER- (CBOC)	-	-	-	20	-	25	-	-	-	45
NET CASH FLOW	9	3	3	22	3	25	8	5	5	58
				(14)	6	(18)	8	4	9	18
CLOSING FUND BALANCE	519	526	533	519	525	507	515	519	528	528

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE
MARCH 1, 2017 TO NOVEMBER 30, 2017

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	TOTAL
OPENING FUND BALANCE	43	43	43	48	48	48	48	48	43	43
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	5	-	-	-	-	-	5	10
ALL OTHER	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	5	-	5
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	=	=	=	=	=	=	=	5	=	5
			5					(5)	5	5
CLOSING FUND BALANCE	43	43	48	48	48	48	48	43	48	48

MOTION

Director Torr:

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 January 1, 2017 through December 31, 2017; all in accordance with the Extension of Right of Entry dated February 14, 2017 attached hereto.

Note: Roll Call Vote required.

N:\RESOLVES\Lonza7080ROEExt1115.wpd



DRAFT

55 International Drive, Portsmouth, NH 03801

February 14, 2017

Neil A. Bergeron
Director, Global Engineering
Lonza Biologics, Inc.
101 International Drive
Portsmouth, NH 03801

Re: Extension of Right of Entry - 70/80 Corporate Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Bergeron:

This letter will serve to extend the Right of Entry dated June 24, 2015, and amended on October 26, 2015, for the premises located at 70/80 Corporate Drive in connection with expansion projects at 101 International Drive. The Right of Entry is amended as follows:

1. Subject to the approval of the Pease Development Authority Board of Directors at its March 16, 2017 meeting, the term of the Right of Entry is extended from January 1, 2017 through December 31, 2017.

All other terms and conditions of the Right of Entry dated June 24, 2015, as amended, shall remain in full force and effect. Please indicate by your signature below Lonza's consent and return the same to me.

Very truly yours,

David R. Mullen
Executive Director

DRM:msa

Agreed and accepted this _____ day of _____, 2017

Lonza Biologics, Inc.

By: _____
Duly authorized

P:\LONZA\7080CorpDrive\ROEIronExtRev021417.docx

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: March 16, 2017
Re: Sublease between 200 International, Limited Partnership and Various Tenants

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 between 200 International, Limited Partnership ("200ILP") and:

- a. Accellion, Inc. ("Accellion")
1,943 square feet
Three year lease term effective April 1, 2017.
Accellion, a computer security systems provider, will use the premises for general business offices.
- b. Siemens Medical Solutions USA, Inc.
9,241 square feet
Five years with two 3 year options effective February 21, 2017.
Siemens Medical Solutions USA, Inc., a medical technology provider, will use the premises for general business offices, warehouse, and light industrial use.

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 200ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/200ILP Sublease.

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\200 International\Board\Boardmem031617.docx

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: March 16, 2017
Re: Sublease between NH Avenue Retail Center, LLC and Cubic Transportation Systems, Inc. ("Cubic")

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 between NH Avenue Retail Center, LLC ("NH Avenue") and Cubic Transportation Systems, Inc. for 1,835 square feet at 14 Manchester Square with a base term of five years effective March 1, 2017. Cubic, an EZ pass provider, will use the premises for a general business office and related uses.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that:

"A Sub-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 Sublease;
3. The original Sublease remains primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under the original Sublease; and
4. The proposed Sublessee is financially and operationally responsible."

Conditions one through three have been met. As to condition four, PDA relies on NH Avenue's continued primary liability for payment of rent and other obligations pursuant to the PDA/NH Avenue 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:\TWOINTLANH Ave Retail\Board\BoardmemCubic0317.docx

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: March 16, 2016
Re: Sublease between 119 International Drive, LLC and Northeast Credit Union

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 between 119 International Drive, LLC ("119IDL") and Northeast Credit Union for 4,522 square feet at the subleased premises located at 15 Rye Street. The 119IDL/Northeast Credit Union sublease is for a term of five years effective April 1, 2017. Northeast Credit Union will use the Subleased Premises for offices and customary 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 119IDL's continued primary liability for payment of rent and other obligations pursuant to the PDA/119IDL 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.

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MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to complete negotiations and enter into Lease Agreement with Seacoast Helicopters, LLC for the premises located at 53 Exeter Street on substantially similar terms and conditions contained in the Memorandum of Understanding dated March 1, 2017 and the memorandum of Mark H. Gardner, Deputy General Counsel, dated March 9, 2017, both attached hereto.

Note: Roll Call vote required

N:\RESOLVES\SeacoastHelicoptersLease0317.docx

MEMORANDUM

To: David R. Mullen, Executive Director 

 From: Mark H. Gardner, Deputy General Counsel

Date: March 10, 2017

Re: Seacoast Helicopters, LLC

Seacoast Helicopters has requested PDA's approval to lease a 2.65 +/- acre parcel of land adjacent to Hangar 229 to build a 9,600 +/- square foot facility to house its offices, flight school and aircraft. In order to gain direct access the site, Seacoast Helicopters has also requested to build a road, (at its expense), from Exeter Street. Seacoast Helicopters will continue to conduct the same business activities that it presently is approved for and operates out of the space it leases from Port City Air in Hangar 213. As you know, Seacoast Helicopters has previously been given Board approval to operate as a Limited Service Specialty Operator in accordance with PDA's Minimum Standards for Commercial and Non-Commercial General Aviation Operators.

The attached Memorandum of Understanding (MOU) sets forth the terms and conditions of a proposed ground lease. The MOU calls for a 30 year lease and includes one 10 year option to extend. The option is subject to the completion of Phase II of the project which will consist of the construction of additional hangar and office space which will have a footprint of 7,000 square feet and be built immediately adjacent to the Phase I facility. The lease rate will commence at 35 cents per square foot and be subject to annual CPI adjustments commencing in year 2.

Details of Phase I (e.g., concept and site plans) will be presented to the Board in conjunction with this request for the approval to enter into a ground lease.

Please seek Board approval at its March 16, 2017 meeting to complete negotiations and to enter into a ground lease with Seacoast Helicopters LCC on terms and conditions substantially similar to those set forth in the MOU.

March 1, 2017

Bruce Cultrea, President
Seacoast Helicopters, LLC
44 Durham Street
Portsmouth, NH 03801

Re: Memorandum of Understanding

Dear Mr. Cultrea:

On behalf of the Pease Development Authority ("PDA"), we are pleased to submit the following outline of terms and conditions of a proposed agreement with Seacoast Helicopters, LLC ("Seacoast Helicopters") or its assigns for aviation development at Pease International Tradeport ("Pease") and Portsmouth International Airport at Pease ("PSM"). It is the intent of Seacoast Helicopters and PDA that this proposed agreement shall be, upon execution, forwarded for review and approval by PDA's Airport Committee and its Board of Directors at meetings to be scheduled in March or April 2017 or some other mutually agreeable meeting dates thereafter.

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Memorandum of Understanding ("MOU") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith an appropriate Lease Agreement (the "Agreement" and/or "Lease") based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

The central business terms of our understanding and upon which I am prepared to make a presentation to the PDA Board of Directors are as follows:

Landlord: Pease Development Authority

Tenant: Seacoast Helicopters LLC, a limited liability company formed in the State of New Hampshire or its assigns. Prior to the commencement of construction and business operations at PSM, Seacoast Helicopters agrees to provide PDA with a certificate of good standing from the New Hampshire Secretary of State's office.

Leased Premises: For and in consideration of the rents and covenants to be paid and performed by Seacoast Helicopters and subject to the terms and conditions set forth herein, PDA agrees to lease to Seacoast Helicopters and Seacoast Helicopters agrees to lease from PDA, as the same may be requested or required, the area designated in Exhibit A to be known as 53 Exeter Street (collectively the "Exclusive Use Area") consisting of TBD +/- square feet of land which will comprise of an aircraft hangar and office space as well as areas designated for parking.

Access Road off of Exeter St: In order to gain access to the Premises, Seacoast Helicopters has requested to build an access road off of Exeter Street as depicted on the attached Exhibit A-1. The cost of construction and maintenance of the access road shall be sole responsibility Seacoast Helicopters. Notwithstanding the foregoing, in the event another tenant requests use of the road to access Hangar 229 or for any other future development which may require such access, Seacoast Helicopters shall be entitled to partial reimbursement payable by such tenant as a condition to use the access road. Said reimbursement shall be limited to a pro rata share of the cost of construction and ongoing maintenance. Any agreement with additional tenant for the use and maintenance of the access road shall be expressly subject to the approval of PDA. The access road shall not be deemed to be a part of the Leased Premises and the PDA and its agents or other governmental entities having oversight of the Airport shall have use of the road at all times without restriction or cost. PDA reserves the right to relocate the access road if it undertakes the construction of a loop road to the Airport terminal Building.

Reservation of Easements: PDA reserves to itself and for the benefit of third parties certain easement rights of record in and around the leased premises.

Airfield Common Use Areas: Seacoast Helicopters shall have the right, in common with others, to use the following facilities on the Airfield portion of the Airport: runway 16-34 and taxiways available for commercial and non-commercial aircraft use for ground movement of aircraft between the apron area adjacent to the Leased Premises and runway 16-34.

Surrender of Leased Premises at Termination: PDA to assume ownership of the Facility and related improvements at termination of Lease.

Site Plan and Design Permitting Phase I: Seacoast Helicopters has agreed that it will undertake and continue with due diligence and at its sole expense construction consisting of 6,400 +/- square feet of new hangar space with an additional 3,200 sq. ft. of office and shop space in support of the permitted uses for a total of 9,600 sq. ft. of new building construction with related paving, utilities, landscaping, drainage and associated site improvements, (the "Facility") for establishment, operation and maintenance of an aircraft hangar and a limited specialty service operator business.

Seacoast Helicopters acknowledges that PDA's willingness to enter into a Lease is contingent upon Seacoast Helicopters establishing a time line for the construction of the Facility which is acceptable to PDA and consistent with the terms and conditions set forth above.

1. Seacoast Helicopters shall be solely responsible for the development of plans and specifications for any proposed renovations at the Premises and for making any required submission and obtaining any necessary approval, including subdivision and site review approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist Seacoast Helicopters in such process.

2. The following is a partial list of issues and costs identified and required to be addressed by Seacoast Helicopters and PDA during the negotiation of the Agreement in connection with Seacoast Helicopters's proposed development of the Leased Premises:

- A) Conformance with ALP;
- B) PDA Reservations of Access to Apron/Taxiways;
- C) Adequacy of Vehicle Parking;
- D) Siting for Noise Mitigation;
- E) Siting for Air Traffic Control Tower Line of Sight;
- F) Subdivision and Site Plan Approval;
- G) Building Permit
- H) Installation of utilities, as required;
- I) Area of Special Notice Approval;
- J) Construction Access;
- K) TSA approval, as the same may be required;
- L) Transportation Infrastructure Improvement Fee for improvements including, but not limited to, signaling, geometric changes to intersections and/or roadways and other traffic devices;
- M) Location and Permitting of Aircraft Wash Rack and Discharge Design to Wastewater Treatment Facility;
- N) Exeter Street Access Road plans
- O) Exclusive use apron area design and access to PDA apron
- P) Identify wetlands impact w/ survey;
- Q) Wetlands Permit, if required;
- R) Alteration of Terrain Permit, if required;
- S) Object Free Zone restrictions on apron area;
- T) Lot plans to include square footage;
- U) PDA's list of Preliminary Review Considerations dated EX B...?
- V. FAA Form(s) 7460-1 Notice of Construction or Alternation filed and FAA determinations returned with No Hazard or Mitigation requirements met.
- W. Access easement from 12 Aviation (aka Hangar 229).
- X. Conditional Use Permit
- Y. NPDES Construction General Permit

Phase II: As a condition precedent to being able to exercise any extension options to the Lease Seacoast Helicopters shall complete construction of an addition to the existing facility on or before the tenth year of the effective date of this lease. The addition shall have a minimum footprint of approximately 7,000 square feet.

Lease Term/Term Commencement: The Agreement shall be effective upon execution and shall continue for a minimum base term of thirty (30) years from the date on which Seacoast Helicopters secures a certificate of occupancy or nine months from the date of the execution of the Lease, whichever occurs first (the "Term Commencement Date"), unless terminated earlier in accordance with the provisions of the Agreement. It is expected that Seacoast Helicopters will commence operations on or before _____, 2018.

Subject to completing the construction of Phase II of the expansion of the Facility Seacoast Helicopters shall be granted two (2) options exercisable by Seacoast Helicopters at its sole discretion each of which options, if exercised, shall extend the Base Term for an additional five (5) year period each (the "Extension Term(s)"). Any extension of the term through exercise of an option shall be upon the same terms and conditions applicable to the Base Term, provided that rental rates shall escalate as provided for in this MOU (and any other applicable provision addressing rental rates).

Seacoast Helicopters shall give a written notice ("Option Notice") to PDA at least twelve (12) months prior to the end of the Base Term or any applicable Extension Term of its intent and election to exercise of any option to extend the Base Term or any applicable Extension Term. The ability of Seacoast Helicopters to exercise the first five year option is expressly subject to the completion of Phase II of the Facility.

The options to extend the term hereby granted shall not be exercised at any time during which Seacoast Helicopters is in default beyond applicable cure periods under any of the terms of the Lease, and, at the election of PDA, shall not be effective if any default occurs after the exercise of such option and continues through the expiration of the applicable term, it being the intent of the Parties that the options granted hereby may not be exercised or become effective at a time when a default by Seacoast Helicopters exists under the Lease beyond applicable cure periods.

Rent and Fee Structure:

Ground Area Rent

Seacoast Helicopters shall pay to PDA ground area rent ("Ground Area Rent") at the following annual rates for the areas of the Leased Premises described in

Year 1: \$0.35 per square foot (Base Rate)

Seacoast Helicopters, LLC

March 1, 2017

Page 5

Years 2-30

And any Option

Years as allowed:

an annual amount equal to the prior year's Ground Rent per acre plus a CPI adjustment not to exceed 12% in any five year period measured from the Term Commencement Date.

The annual Ground Rent for the Leased Premises will be based upon the actual usable square footage of the Leased Premises and will be determined on the basis of a field survey/wetlands delineation of wetlands conducted by a qualified soil scientist. Useable acreage is estimated to be TBD square feet as set forth in Exhibit A.

The Ground Area Rent due shall commence upon the Term Commencement Date. The annual Ground Area Rent shall be payable in each case in equal monthly installments of one twelfth thereof in advance on the first day of each month without offset in lawful money of the United States at the office of PDA at the Airport or at such other address as PDA may hereafter designate. In addition, Seacoast Helicopters agrees to pay when due, such other amounts that may be required to be paid as additional rent. Seacoast Helicopters' rent obligation for any fractional portion of a calendar month at the beginning or end of the term of the Lease shall be a similar fraction of the rental due for an entire month.

As of each Adjustment Date (as hereinafter defined), the Ground Area Rent shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers applicable to the Boston area (all items 1982 - 1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

On the first day following the expiration of the first year of the term of the Lease and on the first day of each year thereafter (individually an "Adjustment Date" and collectively the "Adjustment Dates"), Ground Rent shall be subject to adjustment for the remainder of the term of the Lease as follows:

(1) For the first adjustment (commencing on the first day following the expiration of the first year of the term of the Lease), the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the Ground Area Rent for the one-year period commencing as of such first Adjustment Date shall be the result obtained by multiplying the annual Ground Area Rent in effect on the day of the Adjustment Date (i.e. the annual rental for year five by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index).

(2) Subject to applicable caps as set forth in the Lease, for all subsequent annual adjustments, the Ground Area Rent shall be adjusted in the same manner as that for the first adjustment; provided, however, that the rental base shall be the rental rate in effect just prior to the then applicable Adjustment Date, the Extension Index for the preceding period shall be the Beginning Index and the Extension Index shall be the index most recently published prior to the then applicable Adjustment Date. On each Adjustment Date, the Parties shall execute an acknowledgment reflecting the new rent. Failure to execute such an acknowledgment shall not affect either the validity of this Lease or the effective date of any adjustment to the rent hereunder.

(3) If for any Adjustment Date the Index most recently published prior to the Adjustment Date has not increased over, or has decreased from, the Beginning Index for that period, no escalation in rent shall be required on that Adjustment Date, and the rent shall remain at its then current rate until the next Adjustment Date.

If the Index is changed in any manner, including without limitation, a change in the base year, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. If the Parties shall be unable to agree upon a successor index, the Parties shall refer the choice of a successor index to arbitration in accordance with the rules of the American Arbitration Association.

**Infrastructure
Improvements:**

Seacoast Helicopters will be making certain infrastructure improvements at its sole cost and expense to serve its Leased Premises (e.g., water, sewer, telephone & electric).

Settlement:

PDA shall invoice Seacoast Helicopters for rent and fees on a monthly basis. Seacoast Helicopters agrees to pay invoices within thirty (30) days of receipt. Any discrepancies concerning invoices must be brought to the attention of PDA, in writing, within fifteen (15) days of receipt, failing such notice, all invoices will be considered due and payable as set forth above.

**Reporting
Requirements:**

Seacoast Helicopters shall be responsible for tracking, reporting and payment for parking aircraft on any non-exclusive use apron area when such aircraft are parked in excess of 24 hours. The current rate for parking aircraft on the apron in excess of 24 hours is \$0.35 per square foot per annum.

Seacoast Helicopters, LLC

March 1, 2017

Page 7

Condition of

Leased Premises:

Except as otherwise provided herein, Seacoast Helicopters shall take the Leased Premises in an "as is" condition without warranty or representation of any kind; provided, however, Seacoast Helicopters shall have no liability or responsibility for environmental impacts and damage caused by the use of the United States of America - Department of the Air Force ("Air Force" or "Government") of Hazardous Substances on any portion of Pease, including the Leased Premises. Seacoast Helicopters and PDA acknowledge the obligation of the Air Force to indemnify PDA and Seacoast Helicopters to the extent required by the provisions of Public Law No. 101-511 Section 8056. Seacoast Helicopters shall also have no liability or responsibility for environmental impacts and damage caused by the use of the Leased Premises by any other occupant or tenant thereof.

Taxes/Fees/Services:

Seacoast Helicopters shall pay to PDA, as additional rent, a municipal services fee (MSF) 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. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost to PDA of providing such services increases. The MSF shall be paid quarterly in advance.

Lease Related

Expenses:

The final Agreement with Seacoast Helicopters will be triple net with all costs and expenses associated with the Lease being the sole responsibility of Seacoast Helicopters.

Insurance and

Indemnification:

Seacoast Helicopters agrees to provide evidence of insurance coverages and to indemnify PDA as more specifically described in Articles 7 and 13 of the proposed Lease (see Exhibit C).

Use:

The sole purpose for which Seacoast Helicopters may use the Leased Premises is to conduct business as a Limited-Service Specialty Operator to include flight instruction under Part 161 and Part 141, aerial sightseeing tours, on demand Part 135 charter/taxi, Part 133 External Load / Longline, aerial photography and helicopter utility work and customary accessory uses incidental to permitted uses or otherwise approved in accordance with the Minimum Standards and for no other uses without PDA's prior written consent. Seacoast Helicopters shall not use, or permit to be used, the Leased Premises for any other purpose without the prior express written consent of PDA. PDA's consent shall be subject to the execution of an appropriate agreement which shall include a provision requiring the payment of established fees and charges that may be applicable to any such additional uses

consented to by PDA. Seacoast Helicopters is prohibited from any use of the Leased Premises not specifically granted in this MOU.

Nonexclusively: Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are "non-exclusive" and PDA reserves the right to grant similar privileges to others engaged in Fixed Based Operator and related services.

Signage: Seacoast Helicopters agrees to seek the prior approval for the erection of any signage on the Leased Premises in accordance PDA's Land Use Controls, such approval not to be unreasonably withheld

Seacoast Helicopters' Employees: Seacoast Helicopters shall require all of its employees and subcontractors or independent contractors hired by Seacoast Helicopters and working in view of the public and about the Airport to wear clean and neat attire and to display appropriate identification.

Purchasing: Seacoast Helicopters shall have the right to purchase at the Airport or elsewhere from any person or company of its choice its requirements of aviation fuel, ground vehicle fuel, lubricating oil, greases, food, beverage, and other passenger supplies, and all other materials and supplies and services, so long as that person or company is properly permitted to provide service at the Airport pursuant to applicable Minimum Standards, rules and regulations and adheres to the requirements of PDA's Storm Water Pollution Prevention Plan (SWPPP and Spill Prevention Controls and Countermeasures Plan (SPCC).

Lease and Assignment: Seacoast Helicopters may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with Seacoast Helicopters). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation or Seacoast Helicopters. All other assignments shall be subject to approval of PDA.

PDA shall not unreasonably withhold its consent to any sublease or assignment if: (1) the use of the Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Seacoast Helicopters may rent the subleased area at rentals deemed appropriate by Seacoast Helicopters, (3) Seacoast Helicopters remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Seacoast Helicopters under the Agreement, and (4) the proposed sublease is financially and operationally

responsible. In the event the ground area rent under an assignment or sublease of the entire Premises exceeds the rental charged to Seacoast Helicopters under the Agreement, Seacoast Helicopters shall remit fifty percent (50%) of such excess to PDA upon receipt by Seacoast Helicopters; provided, however, that any rental received by Seacoast Helicopters during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

**Environmental
Protection:**

Seacoast Helicopters 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. Seacoast Helicopters acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence. Seacoast Helicopters also acknowledges that he has received a copy of the drawing entitled "Institutional Controls" prepared by MWH dated July 2, 2002 showing that the Premises lie within a Groundwater Management Zone and Use Restriction Zone.

Seacoast Helicopters shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to Seacoast Helicopters's activities at the Premises. Seacoast Helicopters shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force's use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and Seacoast Helicopters to the extent required by the provisions of Public Law No. 101-511, Section 8056.

To the extent the same is available and applicable, PDA will furnish the following data to Seacoast Helicopters: relevant maps, diagrams, surveys, drawings, engineering studies and plans related to the Premises, including but not limited to: approved airport layout plan; existing property drawings and plans; Health and Safety Plans; Construction Work Plans and planning and engineering studies conducted for the PDA or for others, including available studies conducted for the Air Force, and pertaining to PSM and or the Premises. PDA makes no warranty or representation, actual or implied, as to the accuracy of any material to be furnished to the Seacoast Helicopters.

**Compliance with
NPDES:**

Seacoast Helicopters acknowledges that PDA is the Permit holder of NPDES permit #NH0090000, which regulates storm water discharges at Pease International Tradeport. Seacoast helicopters shall: become familiar with the Storm Water Pollution Prevention Plan (SWPPP); participate in the Pollution Prevention Team (PPT) by designating a Seacoast Helicopter employee to become a PPT member; complete the yearly SWPPP training; and m comply with any other activities necessary to maintain compliance with storm water regulations.

Deicing of Aircraft: Deicing activities are to be limited to designated areas.

Brokerage: Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this letter or the Agreement.

**Repairs and
Maintenance:**

Throughout the term of the Agreement, and without cost to PDA, Seacoast Helicopters shall take good care of the Exclusive Use Area and related improvements, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. Seacoast Helicopters shall repair at its cost, or at PDA's option reimburse PDA for the cost of repairing, replacing, or rebuilding any damages to the Leased Premises or other portions of the Airport caused by the acts or omissions of Seacoast Helicopters, its officers, employees, contractors, agents or business invitees. Any such repairs made by Seacoast Helicopters shall be subject to inspection and approval of PDA.

PDA will maintain the airport and related facilities consistent with FAA regulations and FAA grant assurances and will otherwise ensure that the airport is operated in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation of public use airports.

Minimum Standards: Seacoast Helicopters and any of its sublessee's' use of the Leased Premises shall be subject to compliance with Minimum Standards as the same are from time to time promulgated by PDA (Exhibit D).

Restrictions on

Aircraft Operations: Seacoast Helicopters is aware of PDA's efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. Seacoast Helicopters has agreed to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction provisions incorporated herein as Exhibit E attached hereto and incorporated herein by

reference.

Airport Security: The Premises is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the Seacoast Helicopters will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the Seacoast Helicopters to gain access to and remain on the Premises. While in the SIDA, escort procedures per the requirements of the Portsmouth International Airport Security Program must be met. Any gates that are installed by Seacoast Helicopters in the SIDA area of the airport will not be directly accessible by Seacoast Helicopters. All gate access will be directly controlled by PDA's Airport Management Department. Prior to accessing the Premises, all persons providing SIDA escort must undergo a fingerprint based criminal history check and a TSA Threat Assessment, 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 Seacoast Helicopters will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program unless properly badged. Representatives, employees and agents of Seacoast Helicopters that are SIDA badged and need to operate a vehicle on the aircraft operation area will be required to meet the requirements for such as specified in the "Ground Vehicle Procedures, Portsmouth International Airport at Pease." Vehicles to be used shall also meet the requirements of the Ground Vehicle Procedures.

Prospective Fees: In an effort to attract more air service, PSM has eliminated many fees as an incentive to attract new service and to sustain existing service. PDA reserves the express right, in accordance with its policies and procedures, to adopt reasonable airport fees, at rates and charges that are reasonable, non-discriminatory and sufficient to sustain daily operations, and capital programs or as otherwise required by federal grant assurances.

Federal Grant Assurances: This agreement is subject to various federal grant assurances which are applicable to PDA in connection with funding provided by the federal government. To the extent that any provision herein is deemed to be a violation of said grant assurances, then such provision(s) shall be modified or stricken to bring the terms of the agreement into compliance with the grant assurances. The lease between PDA and Seacoast Helicopters or its assigns shall be subject and subordinate to the Federal Grant Assurances.

Current Airport Fee Policies: PDA has enacted a no fee policy at the Airport which policy is subject to change

by the Board of Directors as may be required for the efficient administration of the Airport.

Contingencies: he parties acknowledge that this proposed transaction and Lease are contingent upon Seacoast Helicopters securing all requisite building and operating permits and financing to construct the Facility.

Confidentiality: Premature disclosure of this Memorandum of Understanding could have an adverse effect on the business of the Seacoast Helicopters. Accordingly, neither of party will issue or approve a news release or make any other public announcement concerning this matter without the prior approval of the other.

It is the intent of the Parties to make this document public upon the first to occur, at either PDA Airport Committee meeting or a full meeting of the PDA Board of Directors.

Neither this letter, nor the MOU constitutes a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal rights shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties. Each of PDA and Seacoast Helicopters will bear their own costs in the preparation and execution of the Lease.

I believe this proposal addresses the terms as discussed to date. It is my hope that you will be in a position to advise us of your commitment to PSM by executing this original and the enclosed copy in the space provided and returning the original to my attention. If you have any questions, please give me a call.

Sincerely,



David R. Mullen
Executive Director

DRM:mhg

cc. Andrew Pomeroy, Airport Operations Manager
Lynn Marie Hinchee, General Counsel

Seacoast Helicopters, LLC


March 1, 2017

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I have read the foregoing and it correctly states the terms upon which we will proceed to negotiate a mutually acceptable Lease and Airfield Operating Agreement for the Premises with PDA, subject to the approval of the PDA Board of Directors and any other governmental approvals that may be required.

Seacoast Helicopters, LLC

Date: 6 March, 2017

By:  _____

Its duly authorized: Member, President & CEO

Seacoast Helicopters, LLC
March 1, 2017
Page 14

EXHIBIT A

PREMISES

ATTACHED

Seacoast Helicopters, LLC
March 1, 2017
Page 15

EXHIBIT A-1

ACCESS ROAD

SEE EXHIBIT A

Seacoast Helicopters, LLC
March 1, 2017
Page 16

EXHIBIT A-2

EASEMENT OVER PORTION OF 12 AVIATION AVENUE (HANGAR 229)

SEE EXHIBIT A

Seacoast Helicopters, LLC
March 1, 2017
Page 17

EXHIBIT A-3

TBD

Seacoast Helicopters, LLC
March 1, 2017
Page 18

EXHIBIT B – LEASE PROVISIONS REQUIRED BY FAA

PREVIOUSLY PROVIDED

Seacoast Helicopters, LLC
March 1, 2017
Page 19

EXHIBIT C

INSURANCE AND INDEMNIFICATION

ARTICLES 7 AND 13 OF THE PROPOSED LEASE

PREVIOUSLY PROVIDED

Seacoast Helicopters, LLC
March 1, 2017
Page 20

EXHIBIT D

MINIMUM STANDARDS FOR COMMERCIAL
AND NON COMMERCIAL GENERAL AVIATION OPERATORS

PREVIOUSLY PROVIDED

Seacoast Helicopters, LLC
March 1, 2017
Page 21

EXHIBIT E

PROPRIETARY LAND USE CONTROL REGULATIONS FOR AIRCRAFT OPERATIONS

PREVIOUSLY PROVIDED

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of the following as submitted by Seacoast Helicopters, LLC for the premises located at 53 Exeter Street:


- a. the Concept Plan attached hereto;
- b. the submission of subdivision and site review applications for the proposed project;
- c. the proposed granting of an easement from PDA to Seacoast Helicopters, LLC for site access; and
- d. the submission of applications to NH Department of Environmental Services and the City of Portsmouth for impacts to the wetlands and wetland buffer;


all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated March 9, 2017 attached hereto.

Note: Roll Call vote required

N:\RESOLVES\SeacoastHelicoptersConcept0317.docx

MEMORANDUM

To: Dave Mullen, Executive Director 

From: Maria J. Stowell, P.E., Manager, Engineering 

Date: March 9, 2017

Re: Conceptual Plan Submission – 53 Exeter Street

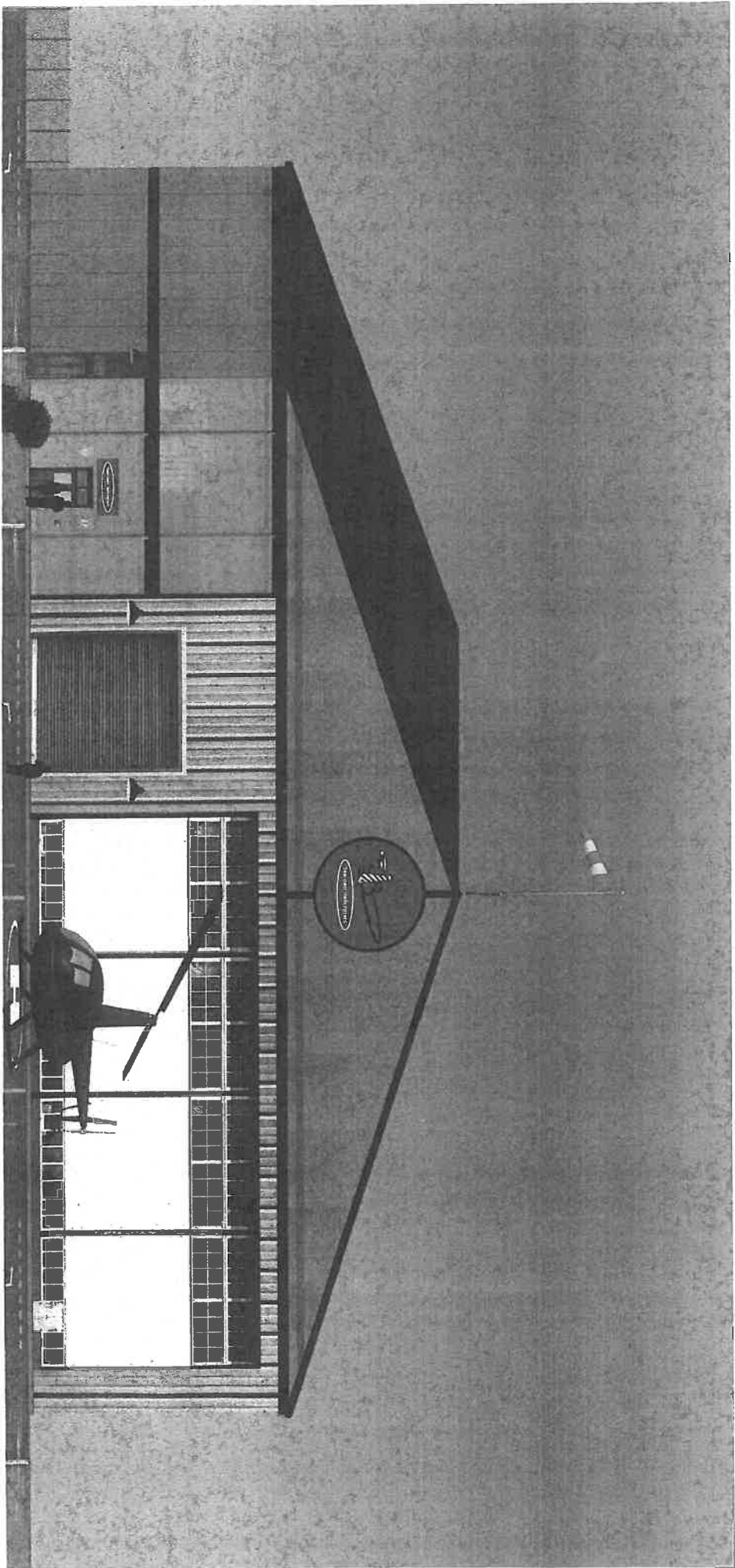
Seacoast Helicopters, LLC is proposing to subdivide and develop land on the airfield at 53 Exeter Street. The proposed project involves the construction of an 8,000 square foot building including 3,200 square feet of office space on two floors and 6,400 square feet of hangar space. In addition, the project includes the construction of 27 parking stalls and a 43,750 square foot aircraft apron (see attached site concept plan and building rendering). As you can see, the applicant is also depicting a second phase to expand the hangar by 7,200 square feet and construct 20 additional parking stalls. The proposed lot is 2.65 acres and is located in the Airport Zone. Attention should be called to the proposed lease line that is coincident with the edge of the proposed apron. A variance is not required here as there are no lot dimensional requirements in the Airport Zone. However, this is subject to approval by the Board of Directors.

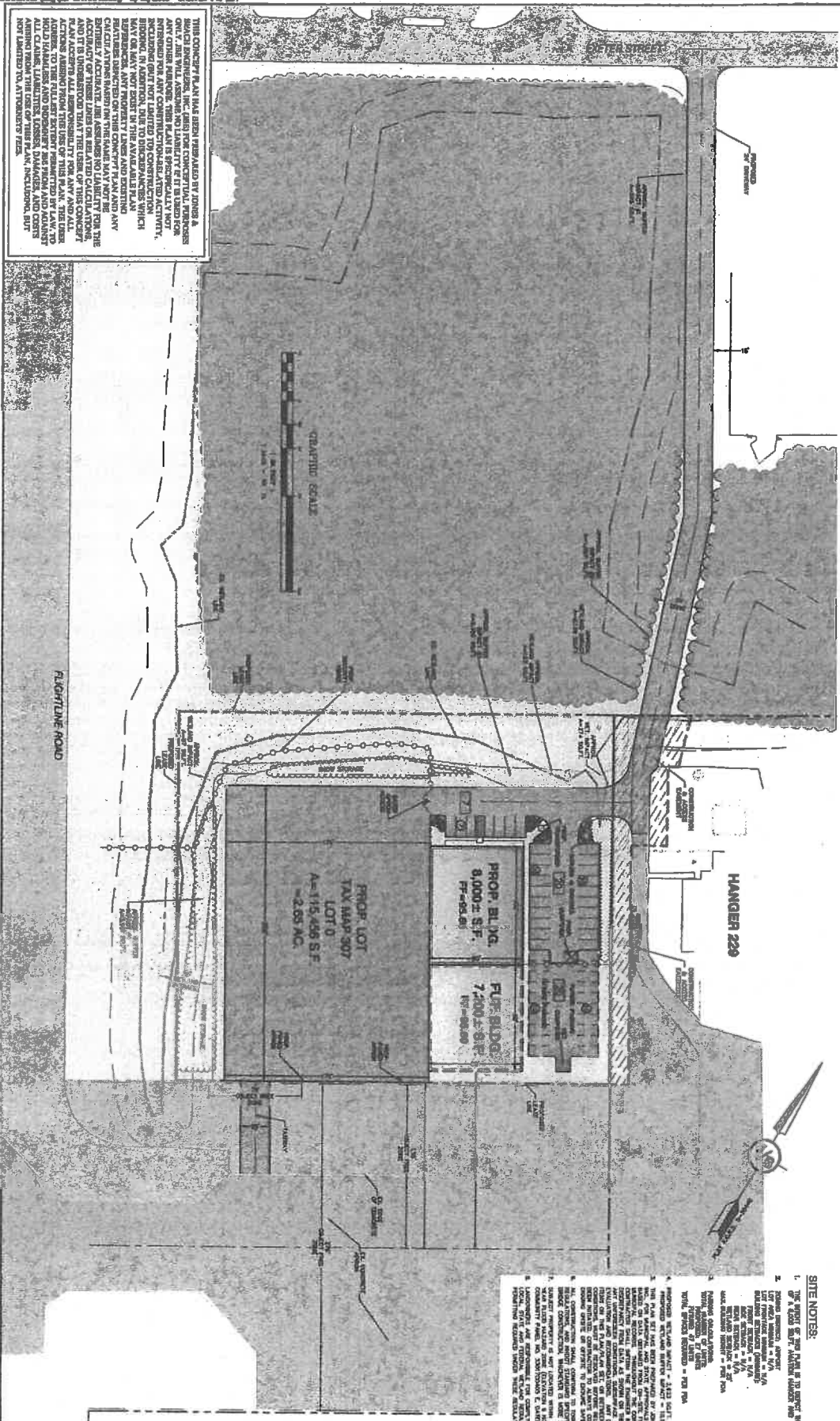
The proposed project requires an easement from PDA to access the site from Exeter Street through PDA's property. In addition, the applicant is proposing to fill approximately 2,803 square feet of wetland and 11,444 square feet of wetland buffer. The wetland complex to the north of the proposed site has a 25' wetland buffer that will be impacted by the construction of the new driveway and apron.

As always, we considered ways to avoid or lessen the wetland impact. But, because the applicant preferred direct access to the site rather than winding through the parking lot at 14 Aviation Avenue and around Hangar 229, there was no other choice. These impacts are considered minor from NHDES's point of view. For these reasons, we recommend that the Board approve the submission of a wetland application to fill this wetland area.

At the March 16 meeting, please ask the PDA Board of Directors to approve: the concept plan for development at 53 Exeter Street; the submission of subdivision and site review applications for the proposed project; the proposed granting of an easement from PDA to the applicant for site access; and submission of applications to fill approximately 2,803 square feet of wetland and 11,444 square feet of wetland buffer.

N:\ENGINEER\Board Memos\2017\53 Exeter St Concept.doc





THIS CONCEPT PLAN HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC. USING INFORMATION PROVIDED BY THE CLIENT. THE CLIENT HAS REPRESENTED THAT THE INFORMATION IS TRUE AND CORRECT. JONES & BEACH ENGINEERS, INC. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 12/15/2011
 DRAWN BY: JTB
 CHECKED BY: JTB
 PROJECT NO.: 1115456

NO.	DATE	DESCRIPTION	BY
0	12/15/2011	ISSUED FOR REVIEW	JTB
1		REVISION	
2			
3			
4			
5			

J/B Jones & Beach Engineers, Inc.
 600-778-4444
 1700 624TH STREET
 PORTSMOUTH, NH 02871
 6444 - 624TH STREET
 PORTSMOUTH, NH 02871

CONCEPTUAL PLAN #4
 MAP BLOCK LOT
 33 EXETER STREET, PORTSMOUTH, NH
 44 OLIVIAN STREET, PORTSMOUTH, NH 02801

CPS
 444 OLIVIAN STREET, PORTSMOUTH, NH 02801

- SITE NOTES:**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. EXISTING UTILITIES SHOWN AS DOTTED LINES.
 3. ALL UTILITIES TO BE DELETED AND REINSTALLED AS SHOWN.
 4. ALL UTILITIES TO BE DELETED AND REINSTALLED AS SHOWN.
 5. ALL UTILITIES TO BE DELETED AND REINSTALLED AS SHOWN.
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 9. ALL UTILITIES TO BE DELETED AND REINSTALLED AS SHOWN.
 10. ALL UTILITIES TO BE DELETED AND REINSTALLED AS SHOWN.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DRM*
RE: Contract Reports
DATE: March 16, 2017

In accordance with Article 3.9.1.1 of the PDA Bylaws, I am pleased to report the following:

1. Project Name: H.L. Turner Group, Inc.
PDA Obligation: \$4,500
Board Authority: Vice-Chairman Loughlin
Summary: For a structural engineering study and report of the wooden cart path bridge located at the 6th hole of the Golf Course Blue Course.

2. Project Name: Verizon – GPS Fleet Tracking System
PDA Obligation: \$7,724.73
Board Authority: Vice-Chairman Loughlin
Summary: For the purchase, installation and monthly monitoring of the GPS Fleet tracking use on some Maintenance Department vehicles including snow removal vehicles.

3. Project Name: Clubhouse Dining Room Booth Seating
PDA Obligation: \$9,500 (maximum)
Board Authority: Vice-Chairman Loughlin
Summary: To purchase and install 5 seating booths from Carolina Custom Booth Company of High Point, NC with custom fabric from Tobey Design of Portsmouth NH in the Golf Course Clubhouse dining room.

4. Project Name: Global Turf Equipment, LLC
PDA Obligation: \$9,250
Board Authority: Vice-Chairman Loughlin
Summary: For the purchase and delivery of a used greens roller for use at the Pease Golf Course.

The H.L. Turner Group Inc.

27 Locke Road Concord, NH 03301 t: 603.228.1122 hltturner.com

October 27, 2016

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

SUBJECT: Structural Engineering Services
 Assessment Report and Options to Repair Golf Course Bridge
 Pease International Tradeport
 Portsmouth, New Hampshire

Dear Mr. Mates:

Per your request, we are pleased to offer this proposal to provide Structural Engineering services to provide a report for the visual assessment and options to repair of one (1) Golf Course Bridge on the Golf Course at the Pease International Tradeport. The sub-structure and superstructure of the bridge is constructed with wood members and the bridge has suffered various degrees of deflection, undulations and listing over time. Our scope is to attempt to determine the reason for the current condition of the bridge, their overall condition and identify possible options to repair along with approximate opinions of costs for the repairs. We will also determine the approximate safe load carrying capacity of the bridge as the Pease Development Authority (PDA) wants to assure that maintenance pick-up trucks and possibly SUV's can travel on the bridge as they have in the past.

SCOPE OF SERVICES

- A. Visit the bridge with a minimum of two (2) structural engineers in order to perform the visual assessment. As you know the bridge spans wetlands and we will therefore provide and wear waders in order to perform the assessment.
- B. Confirm the sizes, dimensions, spacing and materials of the superstructure and sub-structure to determine if they match those identified on the original construction drawings. The PDA will provide the original project drawings
- C. Determine the safe load carrying capacity of the bridge based on the information obtained in item B. above.

- D. Visit the bridge with a minimum of two (2) structural engineers in order to perform the visual assessment. As you know the bridge span wetlands and we will therefore provide and wear waders in order to perform the assessment.
- E. Confirm the sizes, dimensions, spacing and materials of the superstructure and sub-structure to determine if they match those identified on the original construction drawings. The PDA will provide the original project drawings
- F. Determine the safe load carrying capacity of the bridge based on the information obtained in item B. above.
- G. Provide a report of our findings along with written options to repair as well as our opinion of costs for each option. The report will be in letter format along with photographs identifying the issues that we have observed.
- H. Meet with the PDA to deliver our findings at approx. 80-90% completion and finalize the report thereafter.

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 bridge.
- D. Provide the original construction drawings of the bridge.

ITEMS NOT INCLUDED

- A. Destructive testing or load testing of the bridge.
- B. Geotechnical engineering, subsurface borings or investigations.
- C. Items not 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 visit the site of the bridge within 1 week from the receipt of a notice to proceed from the PDA. We intend to meet with the PDA within 3 weeks of visiting the site at the 80-90% completion and complete the report one (1) week following the meeting.

FEE

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

A. Site visit to assess the bridge and measure the members	\$ 900.
B. Determine the safe load carrying capacity	\$ 500.
C. Determine the opinion of cost for each option	\$ 500.
D. Develop the preliminary report with all of our findings	\$ 1,600.
E. Meet with the PDA at 80-90%	\$ 600.
F. Complete the report and deliver to the PDA	<u>\$ 400.</u>
Total	\$ 4,500.

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: 1/31/17

By (Signature): 

Title: _____

Purchase Order No. (if applicable): _____





Networkfleet GSA # GS-07F-5559R

Hardware & Service Order

Please review your contract agreement below.
For questions, please inquire with your sales contact.

Tim Rodrick
(774) 210-9083
trodrick@verizon.com

CONTRACT INFORMATION	
Date	01-23-17
Purchase Type	Purchase
Contract Type	GSA GS07F5559R
PO #	

COMPANY INFORMATION	
Company Name	Pease Development Authority
Doing Business As	
Address	55 International Dr
City	Portsmouth
State	NH
Zip	03801-2882
Time Zone	Eastern

ORDER INFORMATION	
Order Type	New Business
Customer Number	PEAS001
Account Sub Type	PUBLIC SECTOR

CONTACT INFORMATION				
Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager Main User				
Role	First Name	Last Name	Phone	Email
Fleet Manager Main User	KC	Conley	6037669247	k.conley@peasedev.org
Install Main POC	KC	Conley	6037669247	k.conley@peasedev.org
Accounts Payable	Irving	Canner	(603) 766-9282	i.canner@peasedev.org
Signatory	Dave	Mullen	(603) 766-9275	d.mullen@peasedev.org

PRODUCTS & SERVICES									
QTY	ITEM	SKU	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT	TOTAL
1	SOL-GPS ONLY	SOL-V-GPSONL	SOLUTION	23 12 Months	0.00	2,204.73	0.00		460.00
1.1	GPS ONLY-VERIZON	5200N3VD	HARDWARE	23 N/A	80.00	1,840.00	0.00		0.00
1.2	GPS ONLY MONTHLY SERVICE	5200MS	SERVICE	23 12 Months	0.00	0.00	17.00		391.00
1.3	OPEN MARKET UNIVERSAL HARNESS	PARTS046	HARNESS	16 12 Months	9.57	153.12	0.00		0.00
1.4	OPEN MARKET OBDII BYPASS HARNESS	PARTS047	HARNESS	7 12 Months	30.23	211.61	0.00		0.00
1.5	CONFIGURABLE UPDATE RATE (15 SECONDS)	CURS15MS	ACCESSORY	23 12 Months	0.00	0.00	3.00		69.00
* Sales Tax and Shipping are additional to this subtotal									
					NET PRICE CHARGE	2,204.73	INITIAL PROGRAMMING CHARGES		1,840.00

COMMENTS

SHIPPING INFORMATION			
	LOCATION 1	LOCATION 2	LOCATION 3
Company			
Contact			
E-Mail			
Phone			
Street Address	55 International Dr		
City	Portsmouth		
State	NH		
ZIP Code	03801-2882		
Country	USA	USA	USA
Shipping Method	Ground	Ground	Ground
Items to Ship			

TAX INFORMATION	
Tax Exempt	X

If Tax Exempt, provide State Tax Exempt form to: nwfcontractcompliance@verizon.com
 Otherwise, please enter your Tax ID below

Tax ID	
Credit Terms Requested	X

This order is pursuant to the Terms and Conditions of Networkfleet's GSA Contract# GS-07F-5559R only. The PO# if listed above is only for purposes of including as a reference on the invoice and any terms and conditions from a PO supplied by Pease Development Authority are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with Networkfleet. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact Networkfleet in writing at nwfaccountsreceivable@verizon.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require Networkfleet's written consent. This order is subject to acceptance by Networkfleet and is not binding on Networkfleet until it has been accepted by Networkfleet by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Pease Development Authority has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Pease Development Authority has authority to do so, and that Pease Development Authority agrees to all of the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of Networkfleet's GSA Contract# GS-07F-5559R.

Notes:

Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

* Shipping and/or applicable taxes are not included in the above pricing. Any applicable shipping and taxes will be applied to your invoice. If Purchase Type above is Bundled, ground shipping is included in the above Unit Price and applicable taxes for any Hardware items in the Bundle will be applied on the first invoice. Applicable Taxes for service items will be billed monthly.

If applicable:

** "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.

CUSTOMER SIGNATURE

I have read and agree to the terms and conditions.

Print Name	
Signature	
Position	
Date	

MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, PGA General Manager

Date: March 6, 2017

Subject: Request to purchase 5 seating booths & custom fabric

This is a request to purchase 5 seating booths from Carolina Custom Booth Co., PO Box 150, High Point, NC 27260, and custom fabric from Tobey Design, 27 Ceres Street, Portsmouth, NH 03801 for a price not to exceed \$9,500.00.

The booths are part of the overall improvement plan to the dining room. Colors and sizes have been designed into that plan. The booths are free standing which allows the booths to be used in a row or arranged facing each other to create booth seating. Please see attached quotes from each vendor.

This expense is part of the \$50,000 targeted for "Golf Restaurant Modifications" line itemed in the golf courses FY2017 capital schedule. The purchase was called out as an update to the golf restaurant modifications and presented to the Board of Directors at the January, 2017 meeting.

Thank you for your consideration.



CAROLINA CUSTOM BOOTH CO.

www.carolinacustombooth.com

Mailing Address: PO Box 150 • High Point, NC 27261

Shipping Address: 901 W Market Center Drive • High Point, NC 27260

Phone: 336-886-3127 • Fax: 336-886-3256

Steps to Place an Order:

- Step 1-** Review quote for complete accuracy
(CCB is not responsible for human error such as typos, transposed numbers, formula errors, etc. due to the "copy & paste" environment that we now live in.)
- Step 2-** Send in PO to orders@carolinacustombooth.com.
- Step 3-** CCB will acknowledge the order & provide shop drawings.
- Step 4-** Customer to approve, sign, & promptly return paperwork to orders@carolinacustombooth.com to be put into CCB's Production Schedule.
- Step 5-** CCB will begin the manufacturing process ONLY after the signed acknowledgement and shop drawings have been received. Please note that your order is manufactured based on the final shop drawings.
(Signed shop drawings always supersede the written acknowledgement if there are discrepancies between the two.)
- Step 6-** Customer is responsible for contacting customerservice@carolinacustombooth.com to be added to CCB's shipping schedule 1 week prior to the actual shipping date being requested.

COM: All COM material must meet CAL 117-2013 guidelines. (a spec sheet is required to accompany all COM shipped to to CCB prior to the use of COM materials on product)

All Materials must be shipped to CCB and clearly side-marked with the project name and / or PO#. CCB will not be responsible for the identification of un-marked or mislabeled materials or for delays to the order resulting from this information not being properly provided by the customer or upholstery vendor.

Carolina Custom Booth Co.

Sidemark: _____

901 W Market Center Drive
High Point, NC 27260

Environmentally Friendly Features:

- * **Solid poplar wood (used for framing) originates from certified sustainable forests (2.3 trees are replanted for every 1 cut)**
- * **Our foam is a high density "Bio Comfort" formulated with a soy base**
- * **Our springs are made from 90% recycled steel**
- * **Optional CCB delivery (pad wrapped and delivered on our truck to prevent damage and save on wasteful packaging materials)**

General Notes & Policies:

FR RATINGS: All items are tagged for CAL 117-2013 fire code. It is the responsibility of the customer to determine local codes for the project and to notify CCB if any other specifications are required.

PRICING & QUOTATIONS: All quotes are based on net pricing as well as quantities and specifications listed on the quote. Any revisions (quantities, size, etc.) to specifications may require a revised quote. *(CCB is not responsible for human error such as typos, transposed numbers, formula errors, etc. due to the "copy & paste" environment that we now live in.)*

NEW ORDERS: After an order is placed with CCB, an acknowledgement & shop drawings will be provided for customer review and approval prior to the start of the manufacturing processes.

FIELD MEASUREMENTS: CCB is not responsible for verifying field dimensions unless prior arrangements have been made otherwise.

CAROLINA CUSTOM BOOTH Co.

General Notes & Policies continued-

It is the customer's responsibility to provide final dimensions to be utilized for production.

PRODUCTION TIME: Varies from 3 to 9 weeks depending on the scope of your project as well as the depth of current orders proceeding it in CCB's production schedule. Contact Customer Service for current lead times.

PRODUCTION COMPLETION DATES / SHIPPING DATES: All ship dates provided on CCB acknowledgements or other paperwork are "tentative" only.

Tentative dates given by CCB are based on the current production schedule and also based on the customer promptly returning approved paperwork (signed acknowledgement & shop drawings). Any changes or delays created by the customer will affect the tentative ship date given on the original acknowledgement.

SHOP DRAWINGS: Orders cannot be released into production until all details are signed and finalized by the customer. Incomplete or missing information including but not limited to final dimensions, missing upholstery, or stain will affect your *tentative* ship date.

Shop Drawings are intended to illustrate final sizes and dimensions as well as conceptual appearance. Actual product appearance may vary based on material properties and engineering once product is in the manufacturing process.

CCB builds product based on shop drawings and cannot be responsible for determining if seating components or configurations will fit through openings, doorways, elevators, or up staircases at the end user's location. Customer to determine the accessible sizes.

COM (CUSTOMER'S OWN MATERIAL): All COM material must meet CAL117-2013 guidelines. (a spec sheet is required to accompany all COM shipped to CCB prior to the use of COM materials on product)

All upholstery materials supplied by the customer are to be shipped to the CCB shipping address at top of page. All materials must be clearly sidemarked by project name and / or PO# and tagged with the material and pattern name as included in the order paperwork. CCB will not be responsible for the identification of un-marked or mis-labeled materials or for delays to the order resulting from this information not being properly provided by the customer or upholstery vendor.

A swatch of each material should be submitted to CCB with clear identification as well as any notes on pattern direction or placement. Any information not provided is left to the discretion of CCB to apply upholstery.

CHANGES & REVISIONS: Any information based on changes to orders must be communicated to CCB in writing. CCB may not accept revisions to the project once materials have been ordered and / or production has been started.

Changes if accepted by CCB, may incur charges for paperwork by office administration, material costs and / or re- stocking fees.

CANCELLATIONS: Orders cancelled may incur charges to include, but are not limited to time, materials, re-stocking fees, or non-refund of order deposit. Cancellation of orders must be submitted to CCB in writing.

DELIVERY: The Customer must contact CCB's Customer Service Representative (customerservice@carolinacustombooth.com or 888-880-3127) 1 week prior to schedule an exact ship date.

CCB cannot be responsible for determining if seating components or configurations will fit through openings, doorways, elevators, or up staircases at the end user's location. Customer to determine the largest sizes that are accessible.

CCB does not install, secure, anchor, or attach any item to a floor, wall, or platform. It is entirely the responsibility of the customer to install. (CCB recommends your GC provide attachment / installation.)

Oversized pieces may require additional help when being delivered by CCB drivers. All optional CCB "inside" Deliveries are delivered on a CCB truck and include 2 CCB delivery men to carry product (that is typical in size and weight) to the customer's desired location. (CCB recommends your GC provide attachment / installation.)

FINAL DESTINATION must be a CONTROLLED ENVIRONMENT (temp., relative humidity) before & after shipment of **Wood Tops**. (An uncontrolled environment can allow extreme summer humidity to enter the building increasing moisture content in the air resulting in swelling (cupping / warping) of the top. Extreme dry winter air works opposite by lowering the moisture content in the air resulting in shrinkage (splitting / warpage).) (Wood is a natural product that constantly moves and acclimates with the moisture content of the air within it's environment.)

STORAGE FEES: Shipment delays by the customer may incur storage fees.

****See CCB's website for complete Terms, Conditions, Warranty, & Disclosures.**



CAROLINA CUSTOM BOOTH CO.

www.carolinacustombooth.com

Mail To: P.O. Box 150, High Point, NC 27261


Ship To: 901 W. Market Center Drive, High Point, NC 27260

Phone: (336) 886-3127 Fax: (336) 886-3256



Sold To: Tobey Design Group 27 Ceres Street Portsmouth, NH 03801			PLEASE EMAIL ALL ORDERS TO: ORDERS@CAROLINACUSTOMBOOTH.COM				Ship To: Grill 28 Golf Club Portsmouth, NH	
Salesman: A&D	Date: 6/29/16 Rev 7/11/16, 7/15/16, 1/11/17	PO #:	Resale Tax #:	Ship Via: TBD	Est'd Leadtime: TBD	Terms: Per CCB Credit Department	Quote Valid: 30 Days	Quote # 16-552

BUDGET QUOTE

Qty	Description	Price Each	Total
5	54" Single Booth w/2 finished ends and uph'd OSB ISB Uph: COM (3.25 yds est'd each) Seat Uph: COM (3 yds est'd each) OSB Uph: COM (3 yds each)	 \$ 749.00	3,745.00
	*CCB "Charlotte" - Modified		-
	*OAH: 48"		-
	*Inside Back: Plain Uph'd Back		-
	*Standard "Charlotte" wood legs and apron		-
	*Stain: Standard CCB color (CCB Nat, CCB Oak, CCB Cherry, CCB Mahogany, CCB Black, Vintage or CCB Walnut) For Custom Stain Match Add \$146.00		-
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(add sales tax if applicable) Sub-Total:	\$ 3,745.00
CCB "Tailgate" Delivery to: Portsmouth, NH	\$ 1,690.00
Total: (FOB High Point, ND)	\$ 5,435.00

Thank you
Ken Peterson

Optional:
CCB "Inside" Delivery (2 CCB Drivers) add: \$ 185.00

MEMORANDUM

To: David R. Mullen, Executive Director
From: Scott DeVito, PGA General Manager
Date: February 15, 2017
Subject: Request to purchase a used Greens Roller

This is a request to purchase a used greens roller from Global Turf Equipment, LLC, 30434 Commerce Drive, San Antonio, FL 33576 delivered to Pease for the cost of \$9,250. Course Superintendent EJ Chea found the product on display at the National Golf Turf Show in Orlando this past January. The course had scheduled to purchase a new greens roller, budgeted at \$15,000, but the staff feels confident that the used product will meet the course needs. Staff researched other used options but the piece from Global Turf had the least amount of hours in operation, and had just been fully serviced by Global Turf. The service included new oil & oil filters, new fuel and fuel filters, new air filter, new hydraulic fluid & filters, and new spark plugs. Global Turf also offers a 90 day warranty with the purchase on all major parts & systems.

Thank you for your consideration in this matter.



GlobalTurf

Global Turf Equipment, LLC
30434 Commerce Drive
San Antonio, FL 33576
352-588-3092
352-588-3692 fax
info@globalturfequipment.com


Doc No	Date
21437	2/14/2017
Terms	Customer PO

Quotation

Your sales rep is Steve Wilson
(603) 681-2516
swilson@globalturfequipment.com

Customer			
Pease Golf Course			
200 Grafton Drive			
Portsmouth	NH	03801	

Ship To			
Pease Golf Course			
200 Grafton Drive			
Portsmouth	NH	03801	

Item	Description	Qty	Price Per	Total Price
 8273	Tru Turf Roll-n-Spike greens roller Sold in 2012 Built in 2012 S/N: RS4811D R12212 Hours: 492 Includes: lights	1	9,500.00	9,500.00
Discounts.	Discount	1	-600.00	-600.00
Shipping	Shipping on semi trailer without ramps. Customer is responsible for unloading. Rental of unloading equipment may be required depending on customer's situation.	1	350.00	350.00

Special Instructions: 90 Day Warranty period to begin 4/15/17

Total 9,250.00

Fully Operational with 90-day warranty: All machines are quoted/sold in Fully Operational & Serviced condition, including all new fluids, filters, and spark plugs; reels backlapped; all new bedknives and rotary blades; minimum 50% reel life and 60% tire life. In addition, all parts and systems throughout each machine will be inspected and repaired/replaced as needed to ensure that machines are fully functional and ready to use upon delivery. 90-day major parts warranty on engines, transmissions, hydraulic pumps, hydraulic motors, spray pumps.

Unless stated otherwise in writing, all equipment is sold AS IS without warranty. Sales tax will be added to final invoice, if applicable. Receiving a quote does not hold equipment - please contact your sales rep to reserve equipment. Quote is valid for 10 days.

MOTION


Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into Amendment No. 10 to extend the Consulting Agreement with Daniel Fortnam from April 1, 2017 through September 30, 2017 with one (1) option to extend through March 31, 2018 exercisable at the Executive Director's sole discretion; all in accordance with the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated March 9, 2017 attached hereto.

Note: Roll Call vote required.

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INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR 
FROM: ANDREW B. POMEROY, C.M., AIRPORT OPERATIONS MANAGER
SUBJECT: DANIEL FORTNAM CONTRACT
DATE: MARCH 9, 2017
CC:

The Pease Development Authority's contract with Daniel Fortnam to provide air service development consulting services is due to expire on March 31, 2017.

As the airport is experiencing a period of significant air service growth, I request that you seek Board approval at the next scheduled meeting, March 16, 2017 to renew Daniel Fortnam's agreement to provide air service development consulting services for the six months starting April 1, 2017 to September 30, 2017, with an option to extend for an additional six months at the discretion of the PDA Executive Director. This agreement would be in the amount of \$2,083.33 per month (\$12,500 for the six month period), and in accordance with draft Amendment No. 10 to the Air Service Development Consulting Agreement attached hereto.

DRAFT AMENDMENT No. 10
CONSULTING AGREEMENT

THIS AMENDMENT No. 10 to the CONSULTING AGREEMENT made effective the 1st day of April, 2016, by and between Daniel C. Fortnam, 24 Olde Homestead Drive, Marston Mills, MA 02648 ("Consultant"), and the Pease Development Authority ("PDA") 55 International Drive, Portsmouth, NH 03801, an agency of the State of New Hampshire established pursuant to RSA ch. 12-G.

WHEREAS, PDA and Consultant entered into a Consulting Agreement ("Agreement") effective January 1, 2011 through December 31, 2011.

WHEREAS, by Amendments No. 1 through 9 to the Agreement, the term of the Agreement was extended through March 31, 2017.

WHEREAS, on March 15, 2017 the PDA Board agreed to extend the term of the Agreement through September 30, 2017 and to include one (1) option to extend the contract through March 31, 2018.

NOW, THEREFORE, in consideration of the mutual undertaking, covenants and agreements hereinafter contained, PDA and Consultant hereby agree as follows:

1. **TERM:** The term of this Consulting Agreement is extended from April 1, 2017 through September 30, 2017; and is amended to include one (1) option to extend the contract through March 31, 2018 exercisable at the sole discretion of the PDA;
2. All other terms and conditions of the Consulting Agreement, as amended, shall remain in full force and effect and continue to be binding upon the Parties.

EXECUTION

IN WITNESS WHEREOF, the Pease Development Authority and Consultant have executed this Amendment No. 10 to the Consulting Agreement effective as of April 1, 2017.

PEASE DEVELOPMENT AUTHORITY

By: _____
David R. Mullen, Executive Director

Date: _____

CONSULTANT

By: _____
Daniel C. Fortnam

Date: _____

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to negotiate an extension to the on call civil and environmental engineering consulting services agreement with Ransom Environmental Consultants, Inc. for a period of three (3) years; all as set forth in the memo from Maria Stowell, P.E., Manager – Engineering, dated March 1, 2017 attached hereto.

Note: Roll call vote required.

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MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: March 1, 2017
Subject: Ransom Environmental Consultants Contract Extension

Ransom Environmental Consultants has been under contract to provide civil engineering and environmental consulting services for Pease Tradeport and Division of Ports and Harbors properties. Ransom has provided consulting for such assignments as spill plans, storm water pollution prevention plans, and hazardous material investigations. The major focus of the contract work has been in support of the NPDES storm water permits for the Tradeport and the Port.

The initially identified term of Ransom's contract has expired. At this occurrence, staff would typically request qualifications packages from Ransom and other interested firms and begin a selection process. Instead, I recommend that you seek Board approval to extend the Contract with Ransom provided that we can negotiate reasonable financial terms.

The extenuating circumstances that justify this request have to do with the services Ransom provides to maintain compliance with the storm water permit for the Tradeport and the lawsuit filed by CLF concerning the same. Staff believes that continuity and consistency are important at this time when we are providing information on our storm water stewardship activities to CLF, its lawyers and, eventually, the Courts. I should also add that Ransom has always provided excellent service, especially service relating to storm water permits.

At the March meeting, please ask the Board of Directors to authorize a three- year extension of Ransom's Civil and Environmental Engineering Services Consulting Contract beginning now and continuing through March of 2020.

N:\ENGINEER\Board Memos\2017\Ransom Contract.docx

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an Operating Lease Agreement with Portsmouth Computer Copy, Inc. for the provision and maintenance of three copiers to be used at PDA facilities at an annual estimated cost \$9,284.

The Operating Lease Agreement is for a period of three (3) years effective April 1, 2017 including one (1) option to be exercised at the sole discretion of the Executive Director to extend the Agreement for a period of three (3) years; all in accordance with the memorandum from Irv Canner, Director of Finance March 8, 2017 attached hereto.

Note: Roll Call vote required.

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55 International Drive, Portsmouth, NH 03801

Date: March 8, 2017
To: Dave Mullen- Executive Director *[Signature]*
From: Irv Canner- Director of Finance *[Signature]*
Subject: Request for Bids- Multifunctional Copiers

During the last several weeks, we conducted a comprehensive Request for Bid process specific to the replacement of three multifunctional copiers as located at 55 International Drive, 36 Airline Drive and 555 Market Street respectively. Our objective was to enter into a three year operating lease commencing April 1, 2017 through March 31, 2020 with the Pease Development Authority (PDA) holding an option to extend the lease for an additional three year term.

As noted below, a total of eight qualified service providers responded to our request generating the following thirty-six month cost proposal for each individual copier. The final pricing is a two-fold calculation, including 1) a monthly fixed cost for the equipment and 2) a fixed / variable cost for the monthly maintenance services which is based on the number of color and black and white copies produced.

Service Provider	Monthly Fixed Rate Equipment Cost	Maintenance Service Variable Pricing Black / White	Maintenance Service Variable Pricing Color	Projected Total Monthly Cost
Continental Business Systems	\$ 188.47	\$.0055	\$.0400	\$ 290.47
Conway Office Solutions	245.31	.0055	.0450	357.31
Kyocera Document Solutions	236.94	.0035	.0350	320.98
New England Office Solutions	249.77	.0038	.0480	360.97
Portsmouth Computer Copy, Inc.	168.28	.0049	.0350	257.88
Ricoh USA	207.12	.0048	.0420	310.32
SBM Document Solutions	224.40	.0050	.0550	354.40
Toshiba Business Solutions	315.06	.0065	.0420	425.06

(Note: Service Agreement illustration is based on 4,000 black and white copies / 2,000 color copies per month.)

In addition to the overall pricing aspect of each proposal, nineteen (19) additional criteria were evaluated including customer service and support, monthly maintenance programs as well as numerous technical specifications associated with the multifunction copiers themselves. Here, the service providers were very competitive including our follow-up to service provider client references. Based upon all twenty (20) evaluation criteria, which were individually weighted, the final evaluation matrix provided the following results:

Service Provider	Final Rating (Maximum Score of 100)
Portsmouth Computer Copy, Inc.	87
Continental Business Systems	86
Conway Office Solutions	81
New England Office Solutions	80
Toshiba Business Solutions	78
Kyocera Document Solutions	76
SBM Document Solutions	76
Ricoh USA	74

Based upon our initiative and subsequent analysis, it is requested that we seek PDA Board approval at their upcoming March 16, 2017 meeting to enter into a three year operating lease agreement with **Portsmouth Computer Copy, Inc.** commencing April 1, 2017. It is projected that the annual cost under this agreement, inclusive of all three copiers, would be \$ 9,284 per year.

At your convenience, we are prepared to address any questions and or need for additional information that you might have.

CC: Jess Patterson

MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Jacobs Engineering Group of Bedford, NH, in a total amount not to exceed \$11,922 to provide consulting services for the purchase of snow removal equipment at Skyhaven Airport; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated March 6, 2017, attached hereto.

Note: Roll Call vote required

N:\RESOLVES\JacobsEng0317.docx

MEMORANDUM

To: David R. Mullen, Executive Director *DM*

From: Maria J. Stowell, P.E., Engineering Manager *Maria*

Date: March 6, 2017

Subject: Contract Approval – Jacobs Engineering for SRE Consulting

PDA intends to apply for Airport Improvement Program (AIP) funds to purchase a snow blower mounted on a carrier vehicle for use at Skyhaven Airport. Jacobs Engineering is assisting in the purchase by preparing the justifications and reviewing PDA specifications to ensure compliance with applicable Airport Circulars. Jacobs will also provide bidding support services and all grant documentation including the application and closeout paperwork. The proposed fee for this work is \$11,922.00

The cost of the work is AIP eligible and will be included in the grant application. PDA will be reimbursed for 95% of the total when the grant is approved by FAA and the State.

Please ask the Board to approve an expenditure of \$11,922.00 for Jacobs Engineering to provide assistance in purchasing snow removal equipment through the Airport Improvement Program.

N:\ENGINEER\Board Memos\2017\Jacobs SRE contract services.docx

Exhibit A - Attachment 1
Scope of Work

SRE Purchase Support and Fleet Justification
SBG 15-08-2017
for
THE PEASE DEVELOPMENT AUTHORITY
SKYHAVEN AIRPORT

I. GENERAL

The Pease Development Authority (the Owner) desires to purchase new snow removal equipment (SRE). The SRE purchase is intended to be a snow blower with carrier vehicle.

For the proposed project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project:

II. ARTICLE A – SPECIFICATIONS

- A. The Engineer shall review draft SRE technical specifications prepared by the Owner. The Engineer shall provide the Owner with written comments on the draft specifications. Specifications shall be reviewed for compliance with AC 150/5220-20A, *Airport Snow and Ice Control Equipment*. Following the draft review, the Engineer shall review the final technical specifications that the Owner prepares. The Engineer assumes one (1) phone meeting with the Owner.
- B. The Engineer shall provide the Owner with the Federal requirements for the soliciting public bids. These documents include the required certifications and the FAA contract articles. These documents shall be provided in Word and PDF format via email.
- C. The Engineer shall conduct QA/QC of the above deliverables.

III. ARTICLE B – SRE FLEET JUSTIFICATION

- A. The Engineer shall prepare a SRE fleet justification. The justification shall be prepared in accordance with Advisory Circular (AC) 150/5200-30C Airport Winter Safety and Operations. The justification shall be submitted to the NHDOT for review and approval. The justification tasks shall be as follows:
 - 1. Create a list of the existing SRE and confirm accuracy of the list with the Owner.
 - 2. Map the areas of the runways, taxiway and aprons.
 - 3. Identifying priority pavements.
 - 4. Select the appropriate pavement clearance time from AC 150/5200-30D *Airport Field Condition Assessments and Winter Operations Safety*.
 - 5. Utilize AC 150/5220-20A, *Airport Snow and Ice Control Equipment* to select the number and types of equipment necessary to meet the recommended clearing times.
 - 6. Document the above steps in memorandum format.
 - 7. Conduct QA/QC review of the above.
 - 8. Submit draft justification to the Owner/NHDOT in memorandum format as a PDF by email.

9. Revise justification based on comments on the draft and resubmit final justification in memorandum format as a PDF by email.

IV. ARTICLE C – BIDDING SUPPORT SERVICES

- A. If necessary, review any addenda prior to issuance by the Owner for the purpose of clarification, deletion, addition, or correction to the bid specifications. Two (2) addenda reviews are assumed.
- B. Upon receipt of bids, the Engineer shall perform a review of all bid proposals received for the project. The bid review shall include the inspection of the following items for compliance:
 - Contractor's bid extension math
 - Bid security
 - Execution of bid
 - Non-collusive bidding certificate
 - EEO certification
 - Statement of surety's intent
 - Addenda receipt
 - Buy-American certificate
 - Subcontractors and suppliers list
 - Eligibility certification
 - Corporate bidders' certification
 - Non-discrimination statement and non-segregated facilities certificate
 - DBE certifications

The Engineer shall also:

- Request evidence of competency and evidence of financial responsibility from the contractors.
 - Review the contractor's list of personnel, list of equipment and financial statements.
 - Formally contact of the contractor's references, upon the Owner's request, or if the contractor has no past working relationship with the Engineer or Owner.
- C. After reviewing the bid proposals, the Engineer shall assist the Owner in identification of the apparent low bidder. The Engineer shall attend prepare a bid tabulation for review with the Owner. The Engineer will then prepare and issue a recommendation/rejection of award letter for the SRE contract to the Owner, and provide sample concurrence of award letters to the NHDOT.
 - D. The Engineer shall prepare the Contract Sets for distribution to the Owner (x2), NHDOT (x1) and contractor (x1).

V. ARTICLE D – PROJECT ADMINISTRATION

- A. The Engineer shall provide engineering services throughout the period of the Project.

The specific items of work shall include:

1. The Engineer shall prepare a grant application for the project including the federal standard forms, financial and project descriptions, and certifications.

2. The Engineer shall prepare state and federal reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies.
3. The Engineer schedule and conduct one (1) final inspection conference for the completed project at the Airport.
4. The Engineer shall collect “as-built” photographs and bill of lading documentation from the Owner to be included in the closeout documents.
5. The Engineer shall prepare and distribute the required project close-out documentation, as required by the NHDOT, FAA – New England Region, the Owner, and other applicable funding agencies.
6. The Engineer shall prepare the project scope and fee.
7. The Engineer shall perform quality review of all documents included in this article prior to distribution.

VI. WORK NOT INCLUDED IN THIS PROPOSAL

- A. The following items are not included in the scope of services, as provided by the Engineer:
1. Technical specification preparation
 2. Bid opening attendance
 3. Project advertising

Exhibit A - Attachment 2
Fee Estimate
SRE Purchase Support and Fleet Justification
SBG 15-08-2017
at
Skyhaven Airport
Rochester NH

SUMMARY

SUMMARY		
ARTICLE A	Specifications	\$2,642
ARTICLE B	SRE Fleet Justification	\$3,649
ARTICLE C	Bidding Support Services	\$2,651
ARTICLE D	Project Administration	\$2,980
	TOTAL	\$11,922

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a Contract with Office Interiors Limited of Dover, NH for seating at the Portsmouth International Airport at Pease Terminal in amount not to exceed \$38,757.00; all in accordance with the memorandum of David R. Mullen, Executive Director, dated March 10, 2017 and attached hereto.

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

1. Office Interiors Limited 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\TerminalSeating0317.docx

MEMORANDUM

To: PDA Board of Directors *DM*
From: David R. Mullen, Executive Director
Date: March 10, 2017
Subject: Terminal Seating Capacity

Current terminal passenger seating capacity is limited to 292 seats which are allocated throughout the facility. With the increase in Allegiant flight activity it is apparent additional passenger seating accommodations are needed.

Recently completed bathroom renovations to the lower level of the main terminal resulted in walls being realigned and provided additional seating area for the food concession.

Office Interiors Limited, an approved State vendor, provided PDA with GSA pricing for 49 passenger seats (17% increase), 22 cafeteria chairs and 7 dining tables resulting in a total purchase price of \$38,757.00.

Please approve this purchase request at the March 16th Board meeting.



Office Interiors Limited
 85 Washington Street
 Dover, NH 03820
 603-749-6200

PORTSMOUTH DEVELOPMENT AUTHORITY

Quote for seating for Terminal waiting areas
 Contact: Al Weston
 Date: February 15, 2017
 Quote valid for 30 days



	Customer Net	Total Customer Net
INTERNATIONAL		
<i>Beam-mounted tandem seating to match existing Vinyl Upholstery, polished Aluminum Frame. 5-seat unit, no table</i>	4	\$2,864.00
		\$11,456.00
UPPER TERMINAL		
<i>Beam-mounted tandem seating to match existing Vinyl Upholstery, polished Aluminum Frame. 5-seat unit, no table</i>	1	\$2,864.00
		\$2,864.00
BAGGAGE		
<i>Beam-mounted tandem seating to match existing Vinyl Upholstery, polished Aluminum Frame. 4-seat unit with center table</i>	6	\$2,697.00
		\$16,182.00

DELIVERED DIRECT TO SITE, NO INSTALLATION INCLUDED. MUST BE REMOVED FROM TRACKER TRAILER BY END USER.

TOTAL \$30,502.00

TERMS AND CONDITIONS

Your signature in the space below indicates your approval to order the items listed on this quote. Choose furniture carefully, special orders cannot be cancelled or returned. Lead times given are estimates and are subject to manufacturer's production/shipping schedule.





Authorized Signature: _____ Date: _____



Office Interiors Limited
 85 Washington Street
 Dover, NH 03820
 603-749-6200

PORTSMOUTH DEVELOPMENT AUTHORITY

Quote for Cafe Seating at Airline Terminal
 Contact: Al Weston
 Date: February 2, 2017
 Quote valid for 30 days

			Customer Net	Total Customer Net
30 X 60 Table, 30"H <i>P laminate top with PVC edge, glides</i> <i>Laminate: Robin Nest</i>		2	\$560.00	\$1,120.00
30 X 60 Table, 40"H <i>P laminate top with PVC edge, glides</i> <i>Laminate: Robin Nest</i>		2	\$570.00	\$1,140.00
30 X 30 Table, 40"H <i>P laminate top with PVC edge, glides</i> <i>Laminate: Robin Nest</i>		1	\$374.00	\$374.00
30 X 30 Table, 30"H <i>P laminate top with PVC edge, glides</i> <i>Laminate: Robin Nest</i>		2	\$374.00	\$748.00
Leg frame Stool, polypropolene shell, vinyl seat and back <i>no arms</i> <i>Vinyl: Wellington Storm</i> <i>Frame: Graphite</i>		10	\$246.00	\$2,460.00
Leg frame chair, polypropolene shell, vinyl seat and back <i>No arms</i> <i>Vinyl: Wellington Storm</i> <i>Frame: Graphite</i>		12	\$137.00	\$1,644.00

FREIGHT, DELIVERY and Installation **\$769.00**

TOTAL **\$8,255.00**

TERMS AND CONDITIONS

Your signature in the space below indicates your approval to order the items listed on this quote. Choose furniture carefully, special orders cannot be cancelled or returned. Lead times given are estimates and are subject to manufacturer's production/shipping schedule.

Authorized Signature: _____ **Date:** _____

Memorandum

To: Andrew Pomeroy, Airport Operations Manager

From: Sandra McDonough, Airport Operations Specialist 

Date: 3/9/2017

Subj: Noise Report for January 2017

The Portsmouth International Airport at Pease received a total of 8 noise inquiries in January 2017, 4 rotor and 4 fixed wing.

The 4 rotor wing inquiries originated from 2 Portsmouth residences. The resident from downtown Portsmouth emailed three times pertaining to locally based Seacoast Helicopters flying either to low or flying directly over his house. The resident that resides in a neighborhood southeast of the airport was concerned about the noise derived from four military Blackhawk helicopters flying to low over his house.

The 4 fixed wing inquiries also originated from two residences: one from Newmarket, NH and the other from Eliot, ME. The resident of Newmarket is a repeat caller and is concerned that the military aircraft are targeting her home. The caller from Eliot, Maine is a first time caller and was concerned about the departure pattern of an Allegiant Airline aircraft.

Attached is a copy of the Noise Report for January 2017.

PDA Noise Control Log

For the Period:

1/1/17

to

1/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	1/4/2017	10:25	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson 44	Emailed: NOISE COMPLAINT - N219CR directly over my house, two passes this time.	Individual has indicated in the past that a call back is unnecessary.
2	1/8/2017	11:30	111 Dodge Avenue Portsmouth, NH 03801-	NonBased	4 Blackhawks	We had 4 large, black, military helicopters flying very low over the house and making a lot of noise. You don't need to call me back because it already happened but if you can prevent it in the future that would be helpful. Thank you.	The Black Hawk helicopters are larger and louder than the Robinson helicopters that fly in and out of Portsmouth. In comparison they appear to be flying at a lower altitude.
3	1/13/2017	11:47	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed COMPLAINT - N219CR directly over my house, 500' altitude confirmed	Individual has indicated in the past that a call back is unnecessary.
4	1/17/2017	12:55	178 Bayview Newmarket, NH 03857-	Based	KC135	I am report one of the worst incidences I have seen here yet. The plane looked like it was about to collide right into my property located on Great Bay. I don't even think it was 100 feet overhead. Therefore the inevitable is coming upon us sooner than later. You've got some real cowboys out there and they're going to kill people. So log this in so Pease is responsible.	Caller has been contacted in the past about her concerns.
5	1/21/2017	12:24	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 950'	Individual has indicated in the past that a call back is unnecessary.
6	1/26/2017	13:45	178 Bayview Newmarket, NH 03857-	Based	KC135	I'm calling because there has been a constant barrage again of aircraft targeting my property. It has been absolutely non-stop. It is 1:45 PM on January 26th.	Caller has been contacted in the past about her concerns.

PDA Noise Control Log For the Period: **1/1/17** to **1/31/17**

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
7	1/29/2017	10:30	259 River Road Elliot, ME 03903	NonBased	MD 80	<p>Emailed: the plane that took off northbound made an extremely hard turn to cross over Elliot and continued towards kittery and the ocean.this jet with its engines attached to the rear sides of its body is far noisier considering its size than the air force tankers. the climb rate on this takeoff was barely more than flat. it had ample time to gain some reasonable altitude prior to its turn and yet continued this screaming loud flight with hardly any elevation gain. this noise maker was still in the elevation area of our seacoast helicopter that people complain about.there was very little wind so if this jet is so eager to get out over the ocean send it off on a southbound takeoff.this jet possibly a 737 has no business flying this low with a such a flat climb rate .incredible noise for no reason.</p>	<p>McDonough spoke with the caller and reviewed the track the Allegiant aircraft flew when departing Portsmouth International. The aircraft flew exactly as it was asked and the angle the caller had made it appear lower than it actually was.</p>
8	1/31/2017	21:25	178 Bayview Newmarket, NH 03857-	Based	KC135	<p>Another aircraft, coming from Pease coming very close to my property. My property is located in Newmarket on the Durham/Newmarket line on Great Bay. Part of the purpose of this call is to log extremely dangerous circumstance and that when the crash does happen all those responsible at Pease will be held accountable.</p>	<p>Caller has been contacted in the past about her concerns.</p>

Memorandum

To: Andrew Pomeroy, Airport Operations Manager
From: Sandra McDonough, Airport Operations Specialist *sm*
Date: 3/9/2017
Subj: Noise Report for February 2017

The Portsmouth International Airport at Pease received a total of 10 noise inquiries in February 2017, 7 rotor and 3 fixed wing.

The 7 rotor wing inquiries originated from 2 Portsmouth residences. Both residents are concerned about the altitude and the path that Seacoast Helicopters flies.

The three fixed wing inquiries are from a Newmarket residence. The resident of Newmarket is a repeat caller and is concerned that the military aircraft are targeting her home.

Attached is a copy of the Noise Report for February 2017.

PDA Noise Control Log

For the Period: 2/1/17 to 02/28/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	2/1/2017	19:44	178 Bayview Newmarket, NH 03857-	Based	KC135	I'm calling to report a life safety matter. There is an aircraft coming from Pease targeting my property. I can see its lights heading right for my kitchen window like head lights of an automobile. Part of the purpose of this call is to document the life safety patterns and when the crash does happen the people at Pease will be held accountable.	Caller has been contacted in the past about her concerns.
2	2/2/2017	20:14	178 Bayview Newmarket, NH 03857-	Based	KC135	I'm calling to log in a call. I can definitely see lights pointed towards my property in Newmarket on the Newmarket/Durham town line. Lots of safety concerns. Thank you.	Caller has been contacted in the past about her concerns.
3	2/3/2017	14:10	178 Bayview Newmarket, NH 03857-	Based	KC135	I'm calling to report a noise and a safety disturbance of rapid fire aircraft targeting my property. This is a private, single family residential development. This is not zoned airport. We are not prepared and it is a very dangerous condition flying right into birds. It is foreseeable there will be a catastrophe. Part of this is to log in so when that catastrophe does occur that Pease and those who are responsible will be held accountable for their actions. Thank you.	Caller has been contacted in the past about her concerns.
4	2/18/2017	11:54	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house.	Individual has indicated in the past that a call back is unnecessary.
5	2/19/2017	10:45	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house - TOURIST FLIGHT	Individual has indicated in the past that a call back is unnecessary.
6	2/20/2017	13:36	75 Mark Street Portsmouth, NH 03801-	Based	R-44	Emailed: Another pass at 600 feet, he lies, avoid the middle school and observe the recommended 1000ft VTOL	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 2/1/17 to 02/28/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
7	2/20/2017	13:37	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house, alt. 575' TOURIST FLIGHT	Individual has indicated in the past that a call back is unnecessary.
8	2/22/2017	15:15	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 900' TOURIST FLIGHT	Individual has indicated in the past that a call back is unnecessary.
9	2/22/2017	12:35	75 Mark Street Portsmouth, NH 03801-	Based	R-44	Emailed: N219CR seacoast helicopter 700 feet not recommended 1000 over Portsmouth and downtown, make it stop	Individual has indicated in the past that a call back is unnecessary.
10	2/27/2017	15:40	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house. TOURIST FLIGHT	Individual has indicated in the past that a call back is unnecessary.

MOTION


Director Preston:


The Pease Development Authority Board of Directors authorizes the Executive Director to reallocate \$25,000 from PDA's joint marketing fund to PDA's independent marketing fund and to expend said funds for the purpose of promoting Allegiant Airline's air passenger service to Myrtle Beach; all in accordance with the memorandum of Mark H. Gardner, Deputy General Counsel, dated March 10, 2017 attached hereto.

Note: Roll Call vote required

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MEMORANDUM

To: David R. Mullen, Executive Director 

From: Mark H. Gardner, Deputy General Counsel 

Date: March 10, 2017

Re: Allegiant Airlines, Marketing Funds for New Air Service

Historically, PDA and Allegiant have entered into co-marketing agreements to promote Allegiant's air service from PSM. Additionally in an effort to gain further traction in developing air service to and from PSM, PDA has elected to market the airport and its air service using its own funds above and beyond the funds allocated for co-marketing. These efforts have borne fruit. This past fiscal year PDA allocated \$135,000 in matching funds to the co-marketing effort and \$65,000 for PDA's independent marketing.

Allegiant recently announced seasonal service to Myrtle Beach, South Carolina which service commences June 1, 2017. In connection with the announcement Allegiant has asked PDA to allocate \$25,000 of its own funds towards marketing this new service. The basis for the request is that Allegiant would like to promote the service with price point advertisements, something which PDA cannot do as PDA cannot refer to specific air fare rates and the availability of such rates. While PDA has expended most of the \$65,000 allocated for its independent marketing efforts there are still funds available in the pool of funds PDA has set aside for its joint marketing with Allegiant. The ads which Allegiant will release will promote this new route and will correspondingly promote PSM.

At the March 16, 2017 meeting of the Board of Directors, please request authorization to expend up to \$25,000 for the purpose of promoting this new service to Myrtle Beach.

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$81,387.13 for legal services rendered to the Pease Development Authority by:

1.	Anderson Kreiger		
	Through 12/31/16	\$ 2,078.49	
	Through 01/31/17	<u>\$ 346.50</u>	
			\$ 2,424.99
2.	Kutak Rock LLP		
	Through 12/31/16	\$ 6,182.64	
	Through 01/31/17	<u>\$ 14,837.50</u>	
			\$21,020.14
3.	Sheehan Phinney Bass + Green		
	Through 12/31/16	\$ 29,696.00	
	Through 01/31/17	\$ 27,782.00	
	Through 01/31/17	<u>\$ 464.00</u>	
			<u>\$57,942.00</u>
		Total	<u>\$81,387.13</u>

Note: Roll Call Vote required

N:\RESOLVES\Legal Services0317.docx

ANDERSON
KREIGER

Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109
(617) 621-6500
EIN: 04-2988950

February 21, 2017

Pease Development Authority
Lynn Marie Hinchee, General Counsel
380 Corporate Drive
Portsmouth, NH 03801

Reference # 120220 / 1047-4136

Total Current Billing:	<u>346.50</u>
Previous Balance Due:	2,078.49
Total Now Due:	<u>2,424.99</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

ANDERSON
KREIGER

Anderson & Kreiger LLP
50 Milk Street, 21st Floor
Boston, MA 02109
(617) 621-6500

January 23, 2017

Pease Development Authority
Lynn Marie Hinchee, General Counsel
360 Corporate Drive
Portsmouth, NH 03801

Reference # 119885 / 1047-4136

Total Current Billing:	<u>2,078.49</u>
Previous Balance Due:	0.00
Total Now Due:	<u>2,078.49</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

February 7, 2017

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. 2266674

Client Matter No. 301603-1

Invoice No. 2266674

301603-1

TOTAL FOR SERVICES RENDERED

\$14,837.50

TOTAL CURRENT AMOUNT DUE

\$14,837.50

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

January 18, 2017

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. 2257251

Client Matter No. 301603-1

Invoice No. 2257251

301603-1

TOTAL CURRENT AMOUNT DUE

\$6,182.64

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$29,446.00
TOTAL EXPENSES:	\$250.00

TOTAL THIS BILL:	\$29,696.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$29,696.00

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... \$ _____

SHEEHAN PHINNEY BASS & GREEN PA
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:	\$464.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$464.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$464.00

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... \$ _____

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$27,782.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$27,782.00


BALANCE DUE:	\$27,782.00

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... \$ _____

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: March 16, 2017
Re: Commercial Mooring Permit Transfer

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers" adopted by the Board on January 24, 2002, I am pleased to report that PDA has approved of commercial mooring permit transfer for the following permit:

	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Seabrook Harbor Transferor: Transferee:	No. 389 Charles Felch, Jr. Charles Felch, III	Commercial Fishing	03/06/17

The Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers provides that:

"A Mooring Permit Transfer request submitted to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. In accordance with NH Administrative Rule Por 301.08 (superseded by Pda 508.01 (a) - (d)), a commercial boat owner must submit to the Division documented proof of the commercial nature of the business being sold.

These conditions have been met.

P:\PortAuthority\Moorings\Transfers\BoardMemos\Boardmem0317.docx



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: David Mullen, Executive Director, PDA *DM*
FROM: Geno J. Marconi, Director, DPH *GJM*
DATE: February 28, 2017
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #389, from Charles Felch Jr. to Charles Felch III.

I have reviewed the attached paperwork and concur with the local Harbormaster and the Deputy Chief Harbormaster that the request meets all the requirements of the PDA-DPH Code of Administrative Rules regarding commercial mooring transfers. Therefore, I am requesting approval of the transfer.

If you have any questions or need further information, please let me know.

Division of Ports & Harbors Memorandum

To: Capt. Geno J. Marconi
From: Deputy Chief H/M Grant M. Nichols
Re: Commercial Transfer (Felch Jr. to Felch III)
Date: February 28, 2017

1. Charles Felch Jr. and Charles Felch III are requesting the transfer of a Commercial Use Mooring Permit (#389) in the Seabrook mooring field.
2. Felch Jr has been in the commercial fishing business. Documentation is attached in the form of his 2016 commercial fishing license and proof of landings from the 2015 – 2016 fishing season. Felch Jr. is selling his vessel and fishing gear to Felch the III
3. Charles Felch III has supplied an Initial Commercial Use Mooring Application with a valid NH fishing license and a valid 2017 NH Boat Registration. He has also supplied an executed bill of sale for the vessel currently assigned to Mooring #389 and all of its gear. Felch III has also indicated in writing that he understands that the permit must remain in commercial use. He has also paid the transfer fee, the initial permit application fee and the permit fee for the vessel assigned to the mooring.

I recommend that permit #389 be transferred to:

Charles Felch III
9 Dandiview Acres
Seabrook, NH 03874

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute:

1. Rights of Entry for charter boat operations at the Hampton Harbor Marine Facility with:
 - a. Jah Reel Fishing Charters;
 - b. Due East Fishing Charters;
 - c. Central NH Guides; and

2. Extensions of Rights of Entry for the Rye Harbor and Hampton Harbor marine facilities' charter boat operations and retail operations for the businesses listed;

on the terms and conditions set forth in the memorandum from Geno J. Marconi, Division Director, dated March 1, 2017 attached hereto.

Note: Roll call vote required.

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Date: March 10, 2017

To: PDA Board of Directors

From: Geno Marconi, Port Director *JAM 3/10/17*

Subject: Rights of Entry: Rye and Hampton

Captain Aaron Diamond, Jah Reel Fishing Charters and Captain Geoffery Ouellette, Due East Fishing Charters, Captain Jeffery Foote, Central NH Guides, and Captain Eric Bouchard, Break of Dawn Charters, have submitted requests to the Division of Ports and Harbors for a Right of Entry (ROE) to pick up and discharge passengers from the Hampton Harbor Marine Facility. Additionally, the Division has received requests for the extension of ROE's from companies currently operating charter vessels and concession buildings at the Rye and Hampton Harbor Marine Facilities. In summary there are:

- Thirty Four (34) passenger/charter vessels, Twelve (12) of which have a concession building supporting the vessel operation.
- Five (5) commercial fishing vessels that have concession buildings for the retail sale (3) and storage (1) of their catch and storage of frozen lobster bait (1).
- One (1) concession for retail sale of food.
- One (1) concession for the retail sale of fishing tackle and bait.

The Division has reviewed the requests and recommends that the PDA Board of Directors approve the Rights of Entry (ROE) for the commercial operations listed below and in accordance with the following terms and conditions:

TERM: Three (3) years commencing July 1, 2017 through June 30, 2020

FEES: \$10.00 per foot of the vessel Commercial Pier-Use Permit where applicable
\$1,000.00 for the first year for ground rental for location of concession building
Second and Third year to be negotiated.

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 Rye and Hampton Marine Facilities;

ADDITIONAL:

Entities and individuals issued a Right of Entry are subject to all the applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

Rye Harbor: Vessel Only

Dwight Tuttle	Black Dog Charters	Passenger
Keper Connell	Clandestino Charters	Passenger
George Philbrick	Charters from Rye	Passenger
Robert Weathersby	Seacoast NH Charters	Passenger
Don Taylor	Taylor'd Charters	Passenger
David Kolhase	Lucas Marine	Passenger
Andy Widden	Shoals Run Charter Fishing	Passenger
Tyler McLaughlin	Pinwheel Charters	Passenger
Ted Alex	South End Charters	Passenger
Adam Baker	Vintage Fish Company	Passenger
Bill Wagner	Captain Bill's Fishing Charters	Passenger

Rye Harbor: Vessel and Concession Building

Sue Reynolds	Island Cruises	Passenger
Brad Cook	Atlantic Fishing Fleet	Passenger
Peter Reynolds	Granite State Whale Watches	Passenger
Patrick Dennehey	Tontine Fishing	Passenger
Peter Aikens	Harvester Fishing Charters	Passenger
Peter Aikens	Petey's Lobster Pound	Retail sales of catch
Nate Hanscom	Rye Harbor Lobster Pound	Retail sales of catch
Nate Hanscom	Rye Harbor Lobster Pound	Storage of catch

Rye Harbor: Concession Building Only

Peter Reynolds Rye Harbor Side Food concession

Hampton Harbor: Vessel Only

Jason Binette	Aelin Mae Fishing Charters	Passenger
Jim Flanders	Sunrise Adventure Charters	Passenger
Doug Kirkland	Admiral Bruin Sportfishing	Passenger
Denise Gauron	Al Gauron's Deep Sea Fishing	Passenger
Gregory Gauron Jr.	Answer Charter Fishing	Passenger
Corey Gauron	Steaker Fishing Charters	Passenger
Leland Stevens	Stevens Fishing Charters	Passenger
Aaron Diamond	F/V Jah Reel Fishing Charters	Passenger (NEW)
Geoffery Oullette	Due East Fishing Charters	Passenger (NEW)
Jeffery Foote	Central NH Guides	Passenger (NEW)
Eric Bouchard	Break of Dawn Charters	Passenger (NEW)

Hampton Harbor: Vessel and Concession Building

Les Eastman	Platypus Charters	Passenger
Robert Tonkin	Captain Bob's Charter Fishing	Passenger
Richard LaPierre	Yellow Bird Fishing	Passenger
John Gilmore	Smith and Gilmore Fishing	Passenger
Mike Tarentino	Hampton Parasailing	Passenger
Sean Nartiff	3 Buoys Fishing Charters	Passenger
Josh Belisle	Sea Fever Fishing Charters	Passenger
Todd Smith	Smitty's Lobster Pound	Retail sales of catch
Bob Nudd	F/V Sheila Ann	Frozen lobster bait storage

Hampton Harbor: Building Only

Denise Gauron Hampton Harbor Tackle Fishing Tackle

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute Amendment No. 9 to Right of Entry for Non-Exclusive Use of Parcel A-2 and Burge Wharf by Cornell University – Shoals Marine Lab for the purpose of extending the Right of Entry for a period of two (2) years from April 1, 2017 through March 31, 2019; all in accordance with the terms and conditions contained in the memorandum of Geno J. Marconi, Division Director, dated March 3, 2017 attached hereto.

Note: Roll call vote required.


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PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: March 3, 2017
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: Shoals Marine Laboratory, Burge Wharf ROE Extension

Cornell University, Shoals Marine Laboratory (Shoals Lab) is requesting an extension of the Right of Entry (ROE) for the Non-exclusive Use of Parcel A-2 and the Burge Wharf at the Market Street Marine Terminal. Amendment No. 8 will expire March 31, 2017.

Parcel A-2 and the Burge Wharf provide the ocean access through which Shoals Lab transports all supplies, students, staff and faculty to Appledore Island, the location of the lab. Appledore Island is approximately ten (10) miles offshore from the wharf. Shoals Lab has utilized these facilities since the establishment of the lab in 1969.

Therefore, the Division of Ports and Harbors recommends to the PDA Board of Directors, approval of an extension to the Right of Entry in accordance with the following Terms and Conditions:

- TERM:** Two (2) years beginning April 1, 2017 through March 31, 2019.
- DOCKAGE:** \$4,700.00 annually for one (1) vessel of forty-seven (47) feet in length @ \$100.00 per foot Length Overall (LOA). Additionally, one (1) vessel thirty-seven (37) feet in length will also be allowed to utilize the dock and raft alongside the larger vessel.
- PASSENGER**
- FEE:** \$1.00 per paying passenger per round trip to and from the island payable on or before the 15th of the month for the prior month.
- STORAGE**
- SHED:** \$500.00 annually to locate a storage shed to be shared by Star Island Corporation.
- DUMPSTER:** \$500.00 annually to locate dumpsters for the collection of refuse from the island.
- PARKING:** Shoals Marine Lab is allowed seven (7) parking spaces on Parcel A-2, as designated by the Division, for crew parking.

INSURANCE: Commercial General Liability coverage in the amount of 2 million dollars and Protection and Indemnity coverage endorsed for piers, docks and gangway coverage in the minimum amount of 1 million dollars. PDA-DPH shall be names as additional insured on Grantee's liability policies.

No policy may be canceled without first providing PDA-DPH with 30 days advance written notice (except in the case of non-payment of a premium, in which 10 days' notice will be accepted).

A waiver of subrogation in favor of PDA-DPH.

A provision that coverages shall be primary and non-contributing with respect to any coverages, self-insured or otherwise, carried by PDA-DPH.

Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: March 16, 2017

Re: Special Events

I am pleased to report on the following special events:

1. On Sunday, May 7, 2017, the American Lung Association will hold the "Cycle the Seacoast" bike rally. Funds raised will be used to support the American Lung Association's programs.
2. On Sunday, May 28, 2017, Redhook Ale Brewery and Runner's Alley will host a 5k road race. Funds raised will be used to support the Krempels Brain Injury Foundation's programs.

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