

**PEASE DEVELOPMENT AUTHORITY**  
**Thursday, August 10, 2017**

**PUBLIC AGENDA**

**Time: 8:00 a.m.**

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

**AGENDA**

- I. Call to Order
- II. Acceptance of Meeting Minutes: June 15, 2017\*
- III. Public Comment
- IV. Old Business
- V. Golf Committee Report\* (Bohenko)
  - A. Reports
  - B. Approvals
    - 1. Cancellation Policy\* (Allard)
    - 2. Annual Pass Fee Increase\* (Preston)
    - 3. Golf Cart Bridge Replacement – Pease Golf Course\* (Allard)
- VI. Finance Committee Report\* (Allard)
  - A. Financial Reports
    - 1. Operating Result for Eleven Month Period Ending May 31, 2017\*
    - 2. Nine Month Cash Flow Projections to March 31, 2018\*
  - B. Approvals
    - 1. Provident Bank –Revolving Line of Credit Extension\* (Lamson)
- VII. Licenses/Easements/Rights of Way/Options
  - A. Approvals
    - 1. Lonza Biologics, Inc. – Parking License at 55 International\* (Torr)
    - 2. Town of Newington – Tree Planting Plan\* (Loughlin)
- VIII. Leases
  - A. Reports
    - 1. Lonza Biologics, Inc. – Iron Parcel Option Agreement
  - B. Approvals
    - 1. 127 Corporate Drive – Fire Dept. Concept Approval\* (Loughlin)

IX. Contracts/Agreements

A. Reports\*

1. A-D Archambault Plumbing & Heating, Inc. – Backflow Preventer/DAW
2. Dell Computer – Computer Purchase/Upgrade
3. John Brown & Sons, Inc. – Vegetation Removal Services at DAW
4. Ransom Consulting, Inc. – Geothermal Testing at Pease Golf Course
5. Childs HVAC – Ice Machine Repair at Portsmouth Fishing Pier

B. Approvals

1. Manager Plus+ Software – Work Order Software\* (Lamson)

X. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations
2. Airport Operations
  - a) PSM
  - b) Skyhaven Airport
  - c) Noise Line Reports (June & July)\*
3. Bills for Legal Services – Sheehan Phinney Bass & Green, PA (April & May)\*
4. Bills for Legal Services – Kutak Rock, LLP (April)\*

B. Approvals

1. Bills for Legal Services (June)\* (Loughlin)

XI. Division of Ports and Harbors

A. Reports

1. Morton Salt, Inc. – Market Street Terminal Operations\*

B. Approvals

1. Foreign Trade Zone Agreement/Contract Changes\* (Lamson)
2. NH DOT – Functional Replacement - Barge Dock\* (Torr)
3. Pier Expansion Fund – Functional Replacement - Barge Dock\* (Preston)
4. Appledore Marine Engineering – Functional Replacement - Barge Dock\* (Bohenko)

XII. New Business

XIII. Upcoming Meetings

Board of Directors      September 21, 2017

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


XIV. Directors' Comments

XV. Non-Public Session\* (Loughlin)

XVI. Vote of Confidentiality\* (Allard)

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

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

Thursday, June 15, 2017

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

**I. Call to Order**

Chairman Bald called the meeting to order at 8:05 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

**II. Acceptance of Minutes: May 18, 2017**

Director Lamson moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the May 18, 2017 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**III. Public Comments**

There were no public comments.

**IV. Old Business**

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to extend Two International Group, LLC's option for the premises located at 100 New Hampshire Avenue, Portsmouth, New Hampshire, effective August 1, 2017, for a period of six months at a fee of \$24,200; all otherwise in accordance with the Board's prior approval of the Option Agreement granted at its January 19, 2017 meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**V. Golf Committee Report**

Scott DeVito, PGA General Manager, reported on the Colliers Golf Course Advisory Services ("Colliers") Operational Audit for the Golf Course. Colliers reviewed the Maintenance Department's operations and made recommendations regarding turf maintenance. Colliers also reviewed the Club House's merchandising operation noting that the profit margin is lower for Cost of Goods Sold ("COGS"); Tee Sheet Management and how to maximize the public play without increasing rates; the Annual Pass Holder (APH) programs and how to maximize play with non-APH holders; and the Grill 28 Restaurant Operations and an assessment of the existing agreement with Grill 28. It was noted that the concession fee was insufficient to support the expenses associated with operations as well as required capital expenditures resulting in a net loss of \$137,000 over the last three years.

There was discussion about maximizing the Blue Nine course through the use of social media. In response to Director Lamson regarding the trimming of the Lower Nine trees, Mr. DeVito indicated the trees were only pruned for control of ticks and bugs and that his staff is licensed yearly to spray. The

simulators were discussed and how they have accounted for more than \$100,000 in annual revenue for the Golf Course and that they generate revenue in the winter.

## **VI. Finance Committee Report**

Irv Canner, PDA Director of Finance, reported that the Finance Committee met on June 12, 2017 to review the status of PDA finances.

### **A. Financial Reports**

#### **1. Operating Results for Ten Month Period Ending April 30, 2017**

Irving Canner, PDA Director of Finance, reported on the status of PDA FY 2017 finances for the ten-month period ending April 30, 2017 including operating revenues and expenses. Mr. Canner indicated that the year-end audit preparations are ongoing and that a bid was completed for credit card processing. The operating cost variance is 7.9% below budget. The operating revenue is higher than budget for YTD by approximately 1.6%. The fuel sales are lower than budget and the associated fuel procurement costs are lower than budget. Mr. Canner reported that personnel services and benefits are under budget by 2.7% due to delays in filling open positions.

#### **2. Nine Month Cash Flow Projections to February 28, 2018**

Mr. Canner reviewed PDA cash flow projections for the nine month period ending February 28, 2018, including a review of PDA's debt status; grant funded capital improvement projects including the runway rehabilitation and the airport obstruction removal projects; status of PDA's revolving line of credit; and the status of the Division of Ports and Harbors unrestricted funds.

#### **3. Proposed FY 2018 Operating Budget and FY 2019-2021 Forecast**

Director Lamson moved the motion and Director Bohenko seconded that the Pease Development Authority Board of Directors approves of and accepts the proposed FY2018 Operations and Maintenance ("O&M") Budget and FY 2019-2021 O&M Forecast in substantially the same form as attached hereto. Discussion: There was discussion regarding the legal fees, future payments to third parties, status of the meeting with the attorneys pertaining to pending litigation, potential improvements to intersections, potential implementation of solar power and LED lighting. Chairman Bald indicated that further discussions are warranted regarding intersections and solar power. Disposition: Resolved by unanimous vote; motion carried.

## **VII. Licenses/Easements/Rights of Way/Options**

### **A. Approvals**

#### **1. Redhook Brewery - Fencing**

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to approve the request from Redhook Brewery to install split rail fencing as depicted in the attached diagram and in accordance with the memorandum from Maria J. Stowell, PE, Manager - Engineering, dated June 6, 2017, and attached hereto.** Discussion: Director Torr commented it would be a great improvement to the property. Disposition: Resolved by unanimous vote for; motion carried.

**2. City of Portsmouth Police Department – Vehicle Training ROE**

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with the City of Portsmouth Police Department for the purpose of conducting emergency vehicle operator’s training courses at Portsmouth International Airport at Pease through December 31, 2017; all in accordance with the memorandum from Paul E. Brean, Airport Director, dated June 7, 2017, and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.**

**VIII. Leases**

**A. Approvals**

**1. Summit Land Development Company, LLC – Concept Plan**

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Summit Land Development Company, LLC for the premises located at 160 Corporate Drive, Portsmouth, New Hampshire; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated June 8, 2017, attached hereto. Discussion: Maria Stowell, Engineering Manager, introduced Chad Kageleiry from Summit Land Development Company, LLC who gave a brief presentation of the proposed building at 160 Corporate Drive. There was discussion regarding the utilization of space, the phases of construction, addressing the wetlands buffer, obtaining a Conditional Use Permit, and snow storage. Disposition: Resolved by unanimous vote; motion carried.**

*Note: Director Bohenko stepped out of the meeting at 8:50 a.m. and returned at 8:52 a.m.*

**IX. Contracts/Agreements**

**A. Reports**

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

**1. Stanley Elevator Company, Inc. – PSM Elevator Repairs**

PDA contracted with Stanley Elevator Company, Inc. for the repair at the Air Traffic Control Tower at the Portsmouth International Airport at Pease. The expenditure of \$6,341.00 was approved by Vice-Chairman Loughlin.

**2. Daystar, Inc.**

This item was for a server update and has been deferred.

**3. Tri State Fire Protection, LLC – Kitchen Suppression System Inspection**

PDA contracted with Tri State Fire Protection, LLC for semiannual inspection of the kitchen suppression system at the Golf Course at Pease. The expenditure of \$450.00 was approved by Treasurer Allard.

**4. GZA GeoEnvironmental, Inc.**

PDA contracted with GZA GeoEnvironmental, Inc. for 2017 mitigation monitoring services of the Newfields Ditch Buffer Enhancement Area. The expenditure of \$4,025.00 was approved by Vice-Chairman Loughlin.

**5. Ricci Construction Company, Inc. – PSM Roof Work**

PDA contracted with Ricci Construction Company, Inc. for the emergency repair of the Quonset hut roofs at the Portsmouth International Airport at Pease. The expenditure of \$46,000.00 was approved by Treasurer Allard. Mr. Mullen provided details regarding the repairs.

**B. Approvals**

**1. Merchant Services – Credit Card RFP**

Director Loughlin moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to enter into a contract with JPMorgan Chase Bank d/b/a Merchant Services, for the purposes of credit card services; all in accordance with the memorandum from Irv Canner, Director of Finance, dated June 8, 2017 attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

**2. County Club Enterprises – Golf Course Car Tracking Module**

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors approve of and authorize the Executive Director to enter into a contract with Country Club Enterprises (Country Club) for the Golf Car Tracking Module in an annual amount of \$14,040; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated June 7, 2017 and 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. the current GPS program lease is with Country Club; 2. No other Golf Car Tracking Module software will operate on the currently leased GPS system.** This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

**X. Executive Director's Reports/Approvals**

**A. Reports**

**1. Golf Course Operations**

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course, including course membership, simulator activities, Golf Course maintenance work and marketing. Events occurring today at the Golf Course should bring approximately 400 rounds of play.

**2. Airport Operations**

Paul E. Brean, Airport Director, reported on aviation activities.

**a) PSM**

This month there were 13,000 passengers through the terminal which was split 50/50 with Allegiant Air and Troop flights. PSM will surpass FY 2016 numbers for total scheduled passengers by this June. The passenger parking numbers are less in the summer than during winter and Mr. Brean will gain more

information to see what drives those figures. Mr. Brean reported that the TSA audit is going very well and that the TSA was very impressed with the investment of capital made.

**b) Skyhaven Airport**

There is an Economic Coalition meeting with the Tri-City reps being held tonight to discuss plans for marketing the airport.

**c) Noise Line Report**

There were a total of 25 noise inquiries at PSM during the month of May. There were 21 inquiries regarding rotor activities; originating from three Portsmouth residents. There were three inquiries regarding fixed wing activities from one residence in Newmarket. There was one informational inquiry about the Noise Compatibility Committee meeting. Andrew Pomeroy, Airport Operations Manager, is working with Ed Fish of Air Traffic Control to create a specific helicopter route in and out of PSM. Mr. Mullen related that there was a recent report listing PSM as #7 out of 742 airports across the country in terms of air passenger service growth.

**B. Approvals**

**1. Bills for Legal Services**

Director Allard moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$48,364.00 for the following legal services rendered to the Pease Development Authority subject to review by the Executive Director and the Deputy Director and General Counsel:**

<b>1. Kutak Rock LLP</b>		
<b>Through April 30, 2017</b>	<b><u>\$ 5,512.00</u></b>	<b>\$ 5,512.00</b>
<b>2. Sheehan Phinney Bass + Green</b>		
<b>Through April 30, 2017</b>	<b><u>\$42,852.00</u></b>	<b><u>\$42,852.00</u></b>
<b>Total</b>		<b><u>\$48,364.00</u></b>

Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

**XI. Division of Ports and Harbors**

Tracy Shattuck, Chief Harbormaster, reported on the Division activities and the approvals sought before the board represent the current business at the Port.

**A. Reports**

**1. Port Advisory Council**

No report was given on the meeting of the Port Advisory Council.



**2. James Brian Cater – Charter Boat ROE**

A report was provided to the Board for the Right of Entry issued to James Brian McAteer in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Charter Boat Right of Entry,” adopted by the Board on April 20, 2017.

**B. Approvals**

**1. Schedule of Pilotage Fees and Pilotage Unit Rates**

Director Bohenko moved and Director Lamson seconded that **the Pease Development Authority Board of Directors hereby approves of and adopts the Schedule of Pilotage Fees and Pilotage Unit Rates, Portsmouth Harbor and Piscataqua River attached hereto in accordance with the Pda 311.01(d) of Chapter Pda 300, Port Captains, Pilots and Pilotage, NH Code of Administrative Rules. The rates are effective as of June 30, 2017. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

**2. Lamey, LLC – ROE**

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Lamey, LLC of Northwood, New Hampshire, through May 31, 2018, for use of the launch and pier facilities at Hampton Harbor Marina in connection with its effluent disposal services it performs in behalf of NH Department of Environmental Services; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 7, 2017 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

**3. Pete’s Sewer Service – ROE**

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Pete’s Sewer Service of Plaistow, New Hampshire, through May 31, 2018, for use of the launch and pier facilities at Hampton Harbor Marina in connection with its effluent disposal services it performs in behalf of NH Department of Environmental Services; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 7, 2017 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

**4. Captain Bob’s LLC – ROE**

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Captain Bob’s, LLC of Hampton, New Hampshire, for the use of a concession building in Hampton, New Hampshire through June 30, 2020, and attached hereto; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 6, 2017 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

**5. Appledore Marine Engineering, LLC – RFP**

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorize the Executive Director to complete negotiations and execute a contract with Appledore Marine Engineering, LLC of Portsmouth, New Hampshire, for the purpose of On-Call Marine Engineering services for a three-year term with two one-year options; all in**

accordance with the memorandum of Geno J. Marconi, Division Director, dated June 8, 2017 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

## **XII. New Business**

Mr. Bald read a letter of resignation from William S. Bartlett. Mr. Bartlett's resignation is effective June 20, 2017. Discussion: The Directors each expressed their experiences with and gratitude to Mr. Bartlett for his dedication and service on behalf of the PDA. Director Bohenko moved and Director Allard seconded the acceptance of Mr. Bartlett's resignation. Disposition: Resolved by unanimous vote; motion carried.

Recognition and appreciation was also given by the Board to Marie Aleksy, Paralegal for PDA, for her 19 years of service.

## **XIII. Upcoming Meetings**

Chairman Bald reported that the following meetings will be held:

Golf Committee	August 7, 2017
Finance Committee	August 7, 2017 @ 8:30 a.m.
Board of Directors	August 10, 2017

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

## **XIV. Directors' Comments**

Director Torr commented on the lack of detour directions provided during the road race event held on Sunday, June 11, 2017 on the Tradeport and the bottleneck of traffic which resulted.

## **XV. Adjournment**

Director Allard moved and Director Lamson seconded to **adjourn the Board meeting**. Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 9:25 a.m.

## **XVI. Press Questions**

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen  
Executive Director

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## PEASE DEVELOPMENT AUTHORITY

Monday, August 7, 2017

## GOLF COMMITTEE

## AGENDA

**Time: 8:00 a.m.**

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

### AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: June 12, 2017\*
- III. Public Comment
- IV. Old Business
- V. New Business
  - A. Reports
    - 1. Ransom Consulting, Inc. – Geothermal Testing
  - B. Approvals
    - 1. Cancellation Policy\* (Allard)
    - 2. Annual Pass Fee Increase\* (Preston)
    - 3. Blue Nine Bridge Replacement\* (Allard)
- VI. Public Comment
- VII. Upcoming Meetings

Board of Directors     August 10, 2017  
Golf Committee         November 13, 2017

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

VIII. Adjournment

IX. 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 Allard:

In accordance with the recommendation of the Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to adopt and implement a Cancellation Policy for Pease Golf Course; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated August 1, 2017 attached hereto.

N:\RESOLVES\Resolves\2017\GC-Cancellation Policy 0817.docx

## MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager *STD*

Date: August 1, 2017

Subject: Request to implement a cancellation policy for both online reservation system and phone reservations

This is a request to implement a cancellation policy for tee time reservations made to play at Pease Golf Course. We have had a large number of both Season Pass Holders and public players either not showing up for their scheduled tee time or canceling less than 24 hours in advance resulting in lost revenue. We are hoping that by having a formal cancellation policy in place it will incentivize players to give notice of at least 24 hours so we have a better opportunity to fill those tee times. The cancellation policy will also put repeat offenders on notice that if they continue to cancel with insufficient notice, a fee will be charged back to them for the lost revenue.

### Cancellation Policy

If you cancel your scheduled tee time or reduce the number of players in your party without providing at least 24 hours notice before your scheduled tee time, your golf course online reservation account may be terminated for the remainder of the current season. From that point on, those customers whose online accounts have been terminated, will only be allowed to make tee time reservations 7 days or more in advance. If a customer continues to cancel within 24 hours before his or her scheduled tee time, he or she will be required to submit a credit card and be subject to a fee of up to \$25 per player reserved for the tee time. This will apply to customers that cancel or change reservations more than 4 times during a calendar year.

Thank you for your consideration in this matter.

MOTION

Director Preston:


In accordance with the recommendation of the Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to approve adjustments to the:

1. Annual Pass Rates; and
2. Daily Fee Rates

as described in the memo by Scott D. DeVito, General Manager, dated August 1, 2017.

## MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager 

Date: August 3, 2017

Subject: Request to make adjustments to the Adult Season Pass Programs

This is a request to make some adjustments to the Adult Season Pass Programs to increase the Average Dollar Per Round as recommended by Golf Course consulting firm Collier International. Proposed adjustments include reducing the pay early discount, eliminating the Pease Golf Shop gift card, and eliminating the reduced rates of carts, range and guest fees. These changes are estimated to add \$20,000 to \$35,000 in additional annual revenue. (See schedules below.)

Collier International also recommended reducing the number of Full Week Pass Holders to 50 for each season. The Pease Golf Course staff has gone back to do a full review of the impact of reducing the current number of Full Week Pass Holders from 72 down to 50. The majority of Full Week Pass Holders play with each other during the prime weekend times of 6:00 a.m. to 1:00 p.m. There are 90 available tee times during that prime time period every Saturday and Sunday. Our analysis shows the Full Week Pass Holders are using, on average, 15 or less tee times or 15% of all available tee times during the prime period. The Golf Course currently has 72 Full Week Pass Holders and the course continues to see record revenue and round numbers on both Saturdays and Sundays. For staff to reduce the current level of 72 Pass Holders down to 50, we would have to turn away customers for a period of 3 to 5 years. We do not believe that is in the best interest of the facility, as potentially we would be turning away players that would otherwise be playing at Pease for a number of seasons, resulting in tens of thousands of dollars in lost revenue. We are recommending allowing up to 75 Full Week Pass Holders to remain as the threshold, and staff will continue to try and fill 75 spots annually.

**Current Adult Individual Passes:**

Included at no additional cost:

- NH GHIN Handicap Card
- Four complimentary guest passes
- \$50 gift card for the Pease Golf Course
- \$28 gift card to Grill 28
- Reduced cart, range & guest fee rates

14-day in-advance online tee times  
 Free riding cart when playing the Blue Course  
 Pease Rewards Points

Pay in full by **January 1, 2017** to save:

			<u>Savings</u>
- Full week pass	\$1,900	\$1,750	(\$150)
- Mid-week pass	\$1,600	\$1,450	(\$150)
- Senior Mid-Week	\$1,400	\$1,250	(\$150)
- Annual Driving Range	\$375	\$300	(\$75)
- Bag storage	\$100	\$75	(\$25)
- Full Week Riding Cart	\$650	\$550	(\$100)
<b>Includes Free Bag Storage</b>			
- Mid-Week Riding Cart	\$550	\$450	(\$100)
<b>Includes Free Bag Storage</b>			

**Proposed Adjusted 2018 Adult Individual Passes:**

Included at no additional cost:

NH GHIN Handicap Card  
 Four complimentary guest passes  
 \$28 gift card to Grill 28  
 14-day in-advance online tee times  
 Free riding cart when playing the Blue Course  
 Pease Rewards Points

Pay in full by **January 1, 2018** to save:

			<u>Savings</u>
- Full week pass	\$1,900	\$1,800	(\$100)
- Mid-week pass	\$1,600	\$1,500	(\$100)
- Senior Mid-Week	\$1,400	\$1,300	(\$100)
- Annual Driving Range	\$375	\$325	(\$50)
- Bag storage	\$100	\$75	(\$25)
- Full Week Riding Cart	\$650	\$600	(\$50)
- Mid-Week Riding Cart	\$550	\$500	(\$50)

**Current Couple Season Passes:**

Included at no additional cost:

NH GHIN Handicap Cards  
 Six complimentary guest passes  
 \$50 gift card for the Pease Golf Course  
 \$50 gift card to Grill 28  
 14 day in advance online tee times  
 Free riding cart when playing the Blue Course



Pease Rewards Points  
 Reduced cart, range & guest fee rates

Pay in full by **January 1, 2017** to save:

			<u>Savings</u>
- Full Week pass	\$3,500	\$3,250	(\$250)
- Mid-week pass	\$2,900	\$2,650	(\$250)
- Senior Mid-Week	\$2,500	\$2,250	(\$250)

**Current Individual Options:**

- Annual Driving Range	\$375	\$300	(\$75)
- Bag storage	\$100	\$75	(\$25)
- Full Week Riding Cart	\$650	\$550	(\$100)
	<b>Includes Free Bag Storage</b>		
- Mid-Week Riding Cart	\$550	\$450	(\$100)
	<b>Includes Free Bag Storage</b>		

**Proposed Adjusted 2018 Couple Season Passes:**

Included at no additional cost:

NH GHIN Handicap Cards  
 Six complimentary guest passes  
 \$50 gift card to Grill 28  
 14 day in advance online tee times  
 Free riding cart when playing the Blue Course  
 Pease Rewards Points

Pay in full by **January 1, 2018** to save:

			<u>Savings</u>
- Full Week pass	\$3,500	\$3,350	(\$150)
- Mid-week pass	\$2,900	\$2,750	(\$150)
- Senior Mid-Week	\$2,500	\$2,350	(\$150)

**Proposed Individual Options:**

- Annual Driving Range	\$375	\$325	(\$50)
- Bag storage	\$100	\$75	(\$25)
- Full Week Riding Cart	\$650	\$600	(\$50)
- Mid-Week Riding Cart	\$550	\$500	(\$50)

Thank you for your consideration in this matter.

MOTION

Director Allard:

In accordance with the recommendation of the Golf Committee and the Finance Committee, the PDA Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Maritime Construction & Engineering, LLC at a cost not to exceed \$186,800.00 for the replacement of the golf cart bridge on the Blue Nine Course at Pease Golf Course; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager and Scott D. DeVito, General Manager, dated August 2, 2017 attached hereto.

N:\RESOLVES\Resolves\2017\GC-GolfCartBridgeReplacement 0817.docx

## MEMORANDUM

To: David R. Mullen, Executive Director  
From: Maria J. Stowell, P.E., Engineering Manager *Maria*  
Scott DeVito, Golf Course Manager  
Date: August 2, 2017  
Subject: Contract Approval – Replace Golf Cart Bridge

Over the last sixteen years, the wooden pilings supporting the golf cart bridge on Hole No. 6 of the Blue Course have experienced differential settlement causing the bridge deck to undulate. The bridge was recently inspected by PDA's on-call structural engineering firm, who reported that while the bridge continues to safely support vehicle loads, the pilings will continue to settle, exacerbating the unevenness in the deck to a point that will become unsafe in the future.

The Engineering Department advertised a request to contractors for proposals to design and build either a repair or replacement of the structure. Seven contractors responded. Michael Mates, Scott DeVito and I reviewed the proposals in accordance with the established selection criteria, which included materials, method to repair or replace, value, and life expectancy. The attached spreadsheet summarizes the results of our review.

To determine the optimum proposal, we first looked at pricing. The lowest priced option replaces the existing structure in kind. It includes a number of exceptions and qualifications that will impact the final price. We believe that this option is not in PDA's best interest. The next lowest price option replaces the bridge decking and framing and repairs the existing pilings. The third lowest price option, submitted by Maritime Construction & Engineering, LLC, provides a complete replacement of the pilings, framing and decking. The pilings would be replaced with a galvanized steel helical pile system. This option also offers a superior wood treatment product and an additional 5 years of expected life span over the second low price. The extra cost for the third option is \$4,780 more than the second, \$169,780 v. \$165,000. The fourth lowest price provides a system similar to Maritimes but for a higher cost. The other proposals were reviewed but rejected for reasons of materials, methods, price, and life expectancy.

Our review of the proposals led to a unanimous decision to recommend award of the project to Maritime Construction & Engineering, LLC at a cost of \$169,780.

Because we feel the bridge work is a priority, Scott is proposing to modify the current Golf Course CIP by eliminating a number of projects and allocating those funds to the bridge. The projects eliminated would be course wells, simulator upgrades, course enhancements, and irrigation upgrades. The bridge would be the sole expense in FY 2018.

At next week's Board meeting, please seek approval to award a contract to Maritime Construction & Engineering, LLC in the amount of \$169,780 to replace the golf cart bridge in accordance with its proposal dated July 28, 2017 and also to allocate a contingency of approximately 10% for a total project allocation of \$186,800.

N:\ENGINEER\Board Memos\2017\Golf Cart Bridge.docx

Prime Contractor	Teammates	Replace / Repair	Design Cost	Cost	Total	Affidavit?	SoQ?	Bid Bond?	Addendum 1 & 2?
New England Infrastructure, Inc. Maritime Construction & Engineering, LLC	Tighe & Bond Civil Consultants SW Cole	Replace Replace	\$48,000 \$16,300	\$400,000 \$153,480	\$448,000 \$169,780	Yes Yes	Yes Yes	Yes Yes	Yes Yes
HL Patten Construction Co., Inc.	Maclean Dixie Helical Systems Riverside and Pickering	Replace	\$36,200	\$210,500	\$246,700	Yes	Yes	Yes	Yes
Holden Engineering & Surveying	Signature Bridge, Inc.	Replace	\$20,000	\$87,788	\$107,788	Yes	Yes	Yes	Yes
North Shore Marine	Collins Engineers	Replace	\$25,740	\$253,972	\$279,712	No	No	Yes	Yes
Timber Restoration Services - 1		Replace	\$49,000	\$450,000	\$499,000	Yes	Yes	Yes	Yes
Timber Restoration Services - 2		Replace / Repair	\$49,000	\$317,000	\$366,000	Yes	Yes	Yes	Yes
Timber Restoration Services - 3		Replace / Repair	\$30,000	\$219,000	\$249,000	Yes	Yes	Yes	Yes
Timber Restoration Services - 4		Repair	\$30,000	\$135,000	\$165,000	Yes	Yes	Yes	Yes
Chesterfield Associates, Inc.	SW Cole CLD Jamm Civil & Structural Engineering Jones & Beach Engineers Seekamp Environmental Consulting	Repair	\$35,000	\$225,400	\$260,400	Yes	Yes	Yes	Yes

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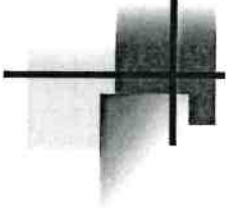
**FINANCE COMMITTEE AGENDA**

**Time:** 8:30 A.M.  
**Place:** 55 International Drive  
Pease International Tradeport  
Portsmouth, NH 03801

- I. Call to Order (*Bob Allard*)
- II. Acceptance of Committee Meeting Minutes: June 12, 2017\*
- III. Public Comment
- IV. Reports (*Irv Canner*)
  1. Operating Results- Eleven Month Period Ending May 31, 2017 \*
  2. Nine Month Cash Flow Projections through March 31, 2018 \*
- V. Committee Recommendations to the Board of Directors
  1. Revolving Line of Credit Facility- One Year Extension \*+
  2. Capital Project- Golf Blue Course Bridge Replacement \*+
- VI. Next Committee Meetings- November 13, 2017 @ 8:30 AM
- VII. Director's Comments
- VIII. Adjournment
- IX. Press Questions

\* Related Materials Attached.

+ Proposed Motion



# **FY 2017 FINANCIAL REPORT FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 (PRELIMINARY)**



**FINANCE COMMITTEE MEETING  
AUGUST 7, 2017**



# CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES <sup>2</sup> FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 AND 2016

(\$ 000's)

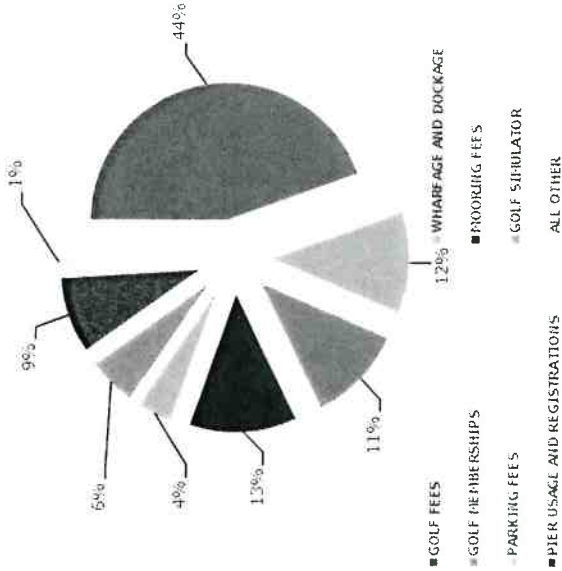
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
<b>FY 2017 BUDGET VARIANCE ANALYSIS</b>						
▪ <b>OPERATING REVENUES- HIGHER BY 1.4% ...</b>	<u>13,093</u>	<u>12,908</u>	<u>185</u>	<u>12,648</u>	<u>445</u>	<u>14,250</u>
▪ LOWER THAN ANTICIPATED FUEL SALES WITHIN THE DPH, OFFSET BY:						
▪ INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED / WEATHER.	5,758	5,475	283	5,400	358	5,807
▪ INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.	1,486	2,174	(688)	1,860	(374)	2,321
▪ <b>OPERATING COSTS- LOWER BY 7.6%...</b>	626	635	(9)	691	(65)	722
▪ COMPREHENSIVE FY 2016 YEAR END ACCRUAL PROCESS	638	824	(186)	782	(144)	884
▪ FUEL PROCUREMENT COSTS LOWER DUE TO LOWER DPH FUEL SALES.	381	204	177	168	(213)	223
▪ INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.	177	325	(148)	208	31	348
▪ <b>NONOPERATING (INCOME) AND EXPENSES</b>	<u>778</u>	<u>1,021</u>	<u>(243)</u>	<u>779</u>	<u>(1)</u>	<u>1,171</u>
▪ INTEREST EXPENSE LOWER DUE TO LESS THAN ANTICIPATED CAPITAL EXPENDITURES.	<u>9,843</u>	<u>10,657</u>	<u>(814)</u>	<u>9,887</u>	<u>(44)</u>	<u>11,476</u>
	<u>3,250</u>	<u>2,251</u>	<u>999</u>	<u>2,761</u>	<u>489</u>	<u>2,774</u>
	13	81	(68)	36	(23)	89
	5,479	5,528	(49)	5,547	(68)	6,031
	<u>(2,242)</u>	<u>(3,358)</u>	<u>1,116</u>	<u>(2,822)</u>	<u>580</u>	<u>(3,346)</u>

# CONSOLIDATED OPERATING REVENUES FOR THE ELEVEN MONTH PERIOD ENDING MAY 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	8,860	8,912	(52)	8,752	108	9,595
FEE REVENUES (SEE CHART)	2,594	2,487	107	2,402	192	2,910
FUEL SALES (SEE CHART)	595	751	(156)	676	(81)	870
CONCESSION REVENUE	333	294	39	299	34	337
GOLF MERCHANDISE	214	167	47	199	15	196
ALL OTHER- NET	497	297	200	320	177	342
	<u>13,093</u>	<u>12,908</u>	<u>185</u>	<u>12,648</u>	<u>445</u>	<u>14,250</u>

FEE REVENUES YEAR TO DATE



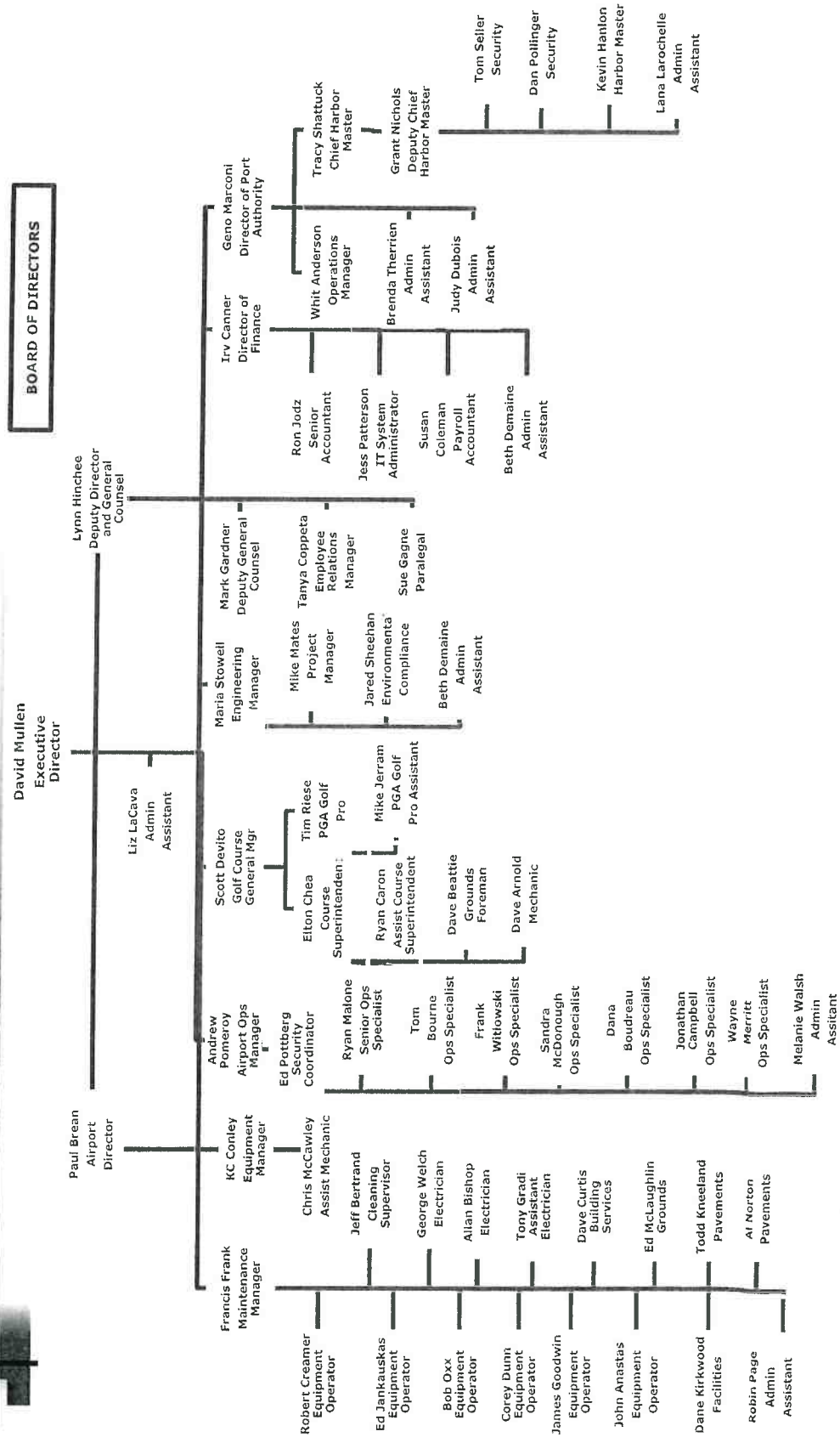
	ACTUAL SALES	BUDGETED SALES	SALES VARIANCE	ACTUAL COGS	BUDGETED COGS	COGS VARIANCE
SKYHAVEN AIRPORT	60	102	(42)	51	94	(43)
PORTSMOUTH FISH PIER	335	423	(88)	251	398	(147)
RYE HARBOR	91	114	(23)	67	107	(40)
HAMPTON HARBOR	109	113	(3)	76	105	(29)
	<u>595</u>	<u>751</u>	<u>(156)</u>	<u>445</u>	<u>704</u>	<u>(259)</u>



# CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 AND 2016

	PERSONNEL SERVICES			CURRENT STAFF ANALYSIS (FILLED POSITIONS)						
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	SAL/ BEN	HR/ BEN	HR/ NON	SE	CON	TOTAL
BENEFITED	3,344	3,496	(152)	3,339						
NONBENEFITED	564	586	(22)	584						
OVERTIME	234	167	67	151	1.0	1.0	-	-	-	2.0
ACCRUED VACATION AND SICK	(21)	-	(21)	41	-	19.0	-	-	-	19.0
	<u>4,121</u>	<u>4,249</u>	<u>(128)</u>	<u>4,119</u>	3.0	8.0	4.0	-	-	15.0
TRANSFER OUT	(218)	(545)	327	(405)	-	-	3.0	-	-	3.0
	<u>3,903</u>	<u>3,704</u>	<u>199</u>	<u>3,718</u>	3.0	4.0	1.0	47.0	-	55.0
<b>FRINGE BENEFITS</b>					3.0	0.5	-	-	-	3.5
HEALTH INSUR	949	888	61	860	3.0	1.0	-	-	-	4.0
RETIREMENT	438	486	(48)	437	2.0	2.5	-	-	1.0	5.5
FICA	303	326	(23)	299	1.0	9.0	8.0	25.0	1.0	44.0
WORKERS COMP	101	125	(24)	127	1.0	9.0	8.0	25.0	1.0	44.0
ALL OTHER	129	1,110	19	88	1.0	9.0	8.0	25.0	1.0	44.0
	1,920	1,935	(15)	1,811						
TRANSFER OUT	(65)	(164)	99	(121)	<u>16.0</u>	<u>45.0</u>	<u>16.0</u>	<u>72.0</u>	<u>2.0</u>	<u>151.0</u>
	<u>1,855</u>	<u>1,771</u>	<u>84</u>	<u>1,690</u>						
	<u>5,758</u>	<u>5,475</u>	<u>283</u>	<u>5,400</u>						

# PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART - CURRENT



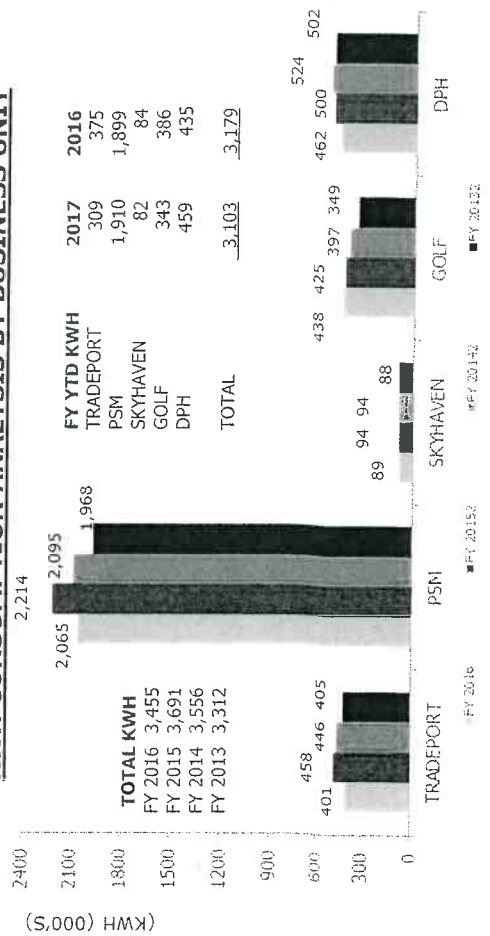
NOTE:  
1, EXCLUDES, NON-BENEFITED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.

# CONSOLIDATED OTHER OPERATING EXPENSES FOR THE ELEVEN MONTH PERIOD ENDING MAY 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	361	416	474	449	LEGAL	242	45	26	50
WASTE DISPOSAL	75	127	89	138	INFORMATION TECHNOLOGY	68	71	68	77
NATURAL GAS AND OIL	63	98	59	106	AUDIT	51	67	50	73
PROPANE	36	57	40	62	ALL OTHER- NET	20	21	24	23
WATER	103	125	120	129		<u>381</u>	<u>204</u>	<u>168</u>	<u>223</u>
	<b>638</b>	<b>824</b>	<b>782</b>	<b>884</b>					

### KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



# CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE ELEVEN MONTH PERIOD ENDING MAY 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	19	84	(65)	39	92	
INTEREST INCOME AND OTHER	(6)	(3)	3	(3)	(3)	
(GAIN) / LOSS ON SALE OF ASSETS	-	-	-	-	-	
	<u>13</u>	<u>81</u>	<u>(68)</u>	<u>36</u>	<u>89</u>	

	YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK	-	76
CITY OF PORTSMOUTH	19	16
TOTAL	<u>19</u>	<u>92</u>

**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)

	MAY 31 2017	JUN 30 2016	MAY 31 2017	JUN 30 2016	CASH AND EQUIVALENTS AT MAY 31, 2017
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
CASH AND EQUIVALENTS	5,213	1,713	2,828	1,855	
ACCOUNTS RECEIVABLE- NET	392	589	119	279	
OTHER ASSETS	514	467	570	597	
<b>TOTAL CURRENT ASSETS</b>	<b><u>6,119</u></b>	<b><u>2,769</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	
<b>RESTRICTED ASSETS</b>			116	116	
CASH AND EQUIVALENTS	670	597	3,633	2,847	
ACCOUNTS RECEIVABLES- NET	1,084	1,093	4,256	4,256	
<b>TOTAL RESTRICTED ASSETS</b>	<b><u>1,754</u></b>	<b><u>1,690</u></b>	<b><u>337</u></b>	<b><u>458</u></b>	
<b>CAPITAL ASSETS</b>			4,593	4,714	
LAND, BUILDINGS AND EQUIPMENT	64,778	68,054	8,225	7,561	
CONSTRUCTION IN PROCESS (PAGES #10-#14)	461	534	207	207	
<b>OTHER - LT RECEIVABLES</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>64,770</u></b>	<b><u>67,845</u></b>	
<b>TOTAL ASSETS</b>	<b><u>73,112</u></b>	<b><u>73,047</u></b>	<b><u>65,455</u></b>	<b><u>66,055</u></b>	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b><u>776</u></b>	<b><u>776</u></b>	<b><u>672</u></b>	<b><u>670</u></b>	
PENSION			267	211	
			47	51	
			(809)	(3,211)	
			<b><u>65,455</u></b>	<b><u>66,055</u></b>	
			<b><u>776</u></b>	<b><u>776</u></b>	
			<b><u>672</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
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			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670</u></b>	
			<b><u>5,213</u></b>	<b><u>670</u></b>	
			<b><u>670</u></b>	<b><u>670&lt;/</u></b>	



# SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF MAY 31, 2017

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 05-31-17
<b>PORTSMOUTH AIRPORT</b>					
TERMINAL BATHROOM RENOVATIONS (FAA- TBD)	65	462	527	(65)	-
OBSTRUCTION PERMITTING AND DESIGN (FAA-TBD)	2	256	258	(2)	-
RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	53	42	-	42	95
LIGHTING AND SOFTWARE UPGRADE	45	-	45	(45)	-
ATCT PARTIAL DEMO AND REROOFING	40	381	421	(40)	-
SECURITY IDENTIFICATION SYSTEM	71	251	-	251	322
TERMINAL HVAC UNIT	-	22	22	-	-
PAVEMENT AND DRAINAGE IMPROVEMENTS (SBG 16-03)	-	1	1	-	-
ASR CONSTRUCTION (SBG-16-02)	-	244	244	-	-
TERMINAL SEATING AND TABLES	-	19	-	19	19
PSM TERMINAL PLANNING	-	3	-	3	3
	<u>276</u>	<u>1,681</u>	<u>1,518</u>	<u>163</u>	<u>439</u>

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF MAY 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 05-31-17
<b>SKYHAVEN AIRPORT</b>					
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	90	90	-	-
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	-	9	9	-	-
TAXILANE PAVEMENT AND DRAINAGE DESIGN (SBG 06-2015)	116	9	125	(116)	-
SNOW REMOVAL EQUIPMENT	-	1	-	1	1
	<u>116</u>	<u>109</u>	<u>224</u>	<u>(115)</u>	<u>1</u>
<b>MAINTENANCE</b>					
ELECTRICIAN VAN	-	65	65	-	-
DUMP TRUCK BODY	6	-	6	(6)	-
mitsubishi Fork Lift Truck	-	28	28	-	-
	<u>6</u>	<u>93</u>	<u>99</u>	<u>(6)</u>	<u>-</u>



# SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF MAY 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 05-31-17
<b>GOLF COURSE</b>					
CLUBHOUSE EXPANSION (DESIGN ONLY)	64	-	64	(64)	-
SIMULATOR EQUIPMENT	-	13	13	-	-
GRILL 28 RESTAURANT MODIFICATIONS	-	38	38	-	-
WELL VIABILITY STUDY	-	1	-	1	1
WEBSITE UPGRADE	-	3	-	3	3
TOW BEHIND MOWER	-	8	8	-	-
TRU TURF GREENS ROLLER	-	9	9	-	-
	<u>64</u>	<u>72</u>	<u>132</u>	<u>(60)</u>	<u>4</u>
<b>ADMINISTRATION</b>					
COMPUTER REPLACEMENTS	-	5	5	-	-

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF MAY 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 05-31-17
<b>TRADEPORT</b>					
INTERSECTION AND INFRASTRUCTURE IMPROVEMENTS	31	-	31	(31)	-
LEE STREET HVAC UPGRADE	26	-	26	(26)	-
	<u>57</u>	=	<u>57</u>	<u>(57)</u>	=

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF MAY 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 05-31-17
<b>DIVISION OF PORTS AND HARBORS</b>					
TIGER GRANT APPLICATION (2016)	9	(9)	-	(9)	-
INSTALL EMERGENCY CALL BOXES	6	3	9	(6)	-
FILE EXCHANGE SERVER	-	17	17	-	-
BARKER WHARF INSPECTION	-	20	20	-	-
REPLACE FENDER PILES- PSF	-	12	12	-	-
MAIN WHARF INSPECTION	-	110	110	-	-
FASTLANE GRANT APPLICATION	-	12	-	12	12
UPGRADE PORT SECURITY AND SOFTWARE	-	5	-	5	5
	<u>15</u>	<u>170</u>	<u>168</u>	<u>2</u>	<u>17</u>
TOTAL	<u>534</u>	<u>2,130</u>	<u>2,203</u>	<u>(73)</u>	<u>461</u>

# LONG TERM DEBT LIABILITIES AS OF MAY 31, 2017

(\$ 000's)

## SCHEDULE OF DEBT SERVICE REPAYMENT

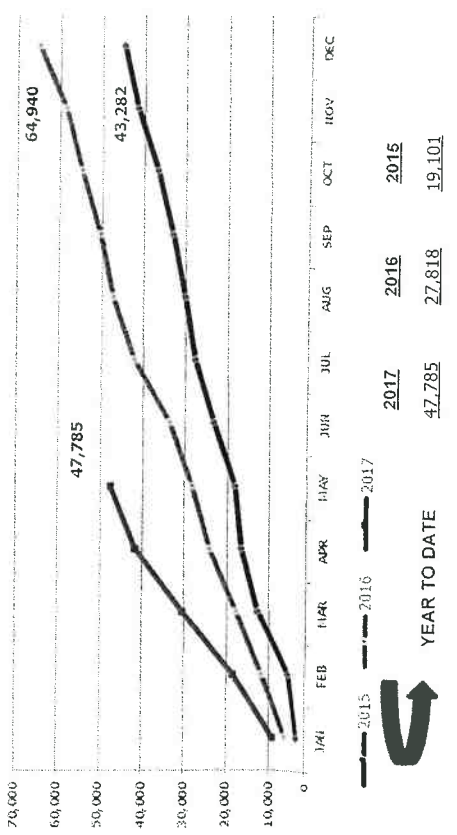
DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	CITY OF PORTSMOUTH @ 4.50%
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	233	349	2017	116
				2018	116
				2019	116
				2020	117
					465
				PAID IN FY 2017	<u>(116)</u>
				TOTAL	<u>349</u>

# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 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
<b>OPERATING REVENUES</b>	<b>980</b>	<b>892</b>	<b>88</b>	<b>960</b>	<b>818</b>
FACILITIES RENT	550	548	2	585	544
CARGO AND HANGARS	198	147	51	161	180
CONCESSION REVENUES	31	6	25	7	24
FEE REVENUES	125	144	(19)	156	14
ALL OTHER	76	47	29	51	56
	<b>980</b>	<b>892</b>	<b>88</b>	<b>960</b>	<b>818</b>
<b>OPERATING EXPENSES</b>					
PERSONNEL SERVICES AND BENEFITS	815	930	(115)	1,007	859
BUILDINGS AND FACILITIES MAINTENANCE	658	1,166	(508)	1,247	738
GENERAL AND ADMINISTRATIVE	152	132	20	145	149
UTILITIES	292	322	(30)	344	318
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	12	18	(6)	19	20
ALL OTHER	-	-	-	-	-
	<b>1,929</b>	<b>2,568</b>	<b>(639)</b>	<b>2,762</b>	<b>2,084</b>
<b>OPERATING INCOME</b>	<b>(949)</b>	<b>(1,676)</b>	<b>727</b>	<b>(1,802)</b>	<b>(1,266)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>					
DEPRECIATION	3,210	3,483	(273)	3,800	3,511
<b>NET OPERATING INCOME</b>	<b>(4,159)</b>	<b>(5,159)</b>	<b>1,000</b>	<b>(5,602)</b>	<b>(4,777)</b>

**ENPLANEMENT DATA**



2015      2016      2017

YEAR TO DATE

2015      2016      2017  
 19,101      27,818      47,785

2015      2016      2017  
 19,101      27,818      47,785



# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
<b>OPERATING REVENUES</b>						<u>7,643</u>	<u>7,616</u>	<u>27</u>	<u>8,208</u>	<u>7,410</u>
RENTAL OF FACILITIES	7,361	7,495	(134)	8,062	7,267					
ALL OTHER	282	121	161	146	143					
	<u>7,643</u>	<u>7,616</u>	<u>27</u>	<u>8,208</u>	<u>7,410</u>					
<b>OPERATING EXPENSES</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-					
BUILDINGS AND FACILITIES MAINTENANCE	243	360	117	389	291					
GENERAL AND ADMINISTRATIVE	44	43	1	47	46					
UTILITIES	78	133	(54)	145	134					
PROFESSIONAL SERVICES	-	-	-	-	-					
MARKETING AND PROMOTION	-	68	(68)	68	20					
ALL OTHER	95	128	(33)	140	76					
				<u>789</u>						
<b>OPERATING INCOME</b>	<b>7,183</b>	<b>6,884</b>	<b>299</b>	<b>7,419</b>	<b>6,843</b>					
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-					
DEPRECIATION	730	748	(18)	816	753					
NET OPERATING INCOME	<u>6,453</u>	<u>6,136</u>	<u>317</u>	<u>6,603</u>	<u>6,090</u>					

# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 GOLF COURSE

(\$ 000's)

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	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	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	
<b>OPERATING REVENUES</b>	<u>2,088</u>	<u>1,984</u>	<u>104</u>	<u>2,331</u>	<u>2,028</u>		297	282	15	270	
CONCESSION REVENUES											
FEE REVENUES							1,141	1,127	14	1,168	
GOLF FEES	841	836	5	934	778						
MEMBERSHIPS	282	295	(13)	325	296		287	278	9	280	
SIMULATOR							125	119	6	102	
LESSONS	165	144	21	157	158		18	11	7	13	
GENERAL AND ADMINISTRATIVE	148	198	(50)	212	184		<u>1,571</u>	<u>1,535</u>	<u>36</u>	<u>1,463</u>	
UTILITIES	19	9	10	9	11		220	167	53	295	
PROFESSIONAL SERVICES	56	37	19	41	49		<b>2,088</b>	<b>1,984</b>	<b>104</b>	<b>2,028</b>	
MARKETING AND PROMOTION	239	189	50	224	194						
ALL OTHER	<u>1,750</u>	<u>1,708</u>	<u>42</u>	<u>1,902</u>	<u>1,676</u>						
<b>OPERATING INCOME</b>	<b>338</b>	<b>276</b>	<b>62</b>	<b>429</b>	<b>358</b>		214	1,449	299	126	
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-		PRO SHOP	COURSE OPERA	FOOD / BEV	SIM	TOTAL
DEPRECIATION	363	356	7	389	369		206	1,340	161	43	1,750
NET OPERATING INCOME	<u>(25)</u>	<u>(80)</u>	<u>55</u>	<u>40</u>	<u>(11)</u>		<b>8</b>	<b>109</b>	<b>138</b>	<b>83</b>	<b>338</b>



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# KEY GOLF COURSE BENCHMARKING DATA AS OF JUNE 30, 2017

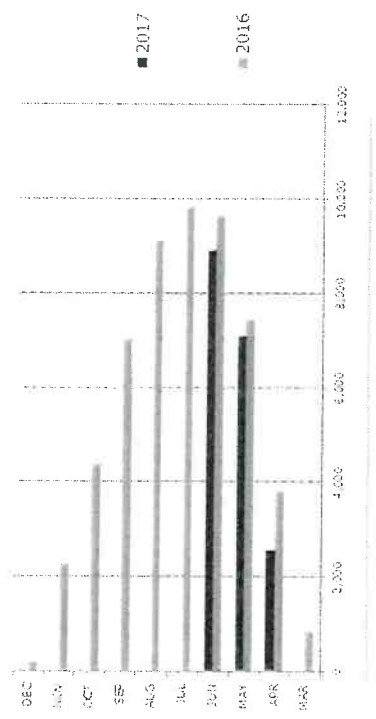
BAR AND GRILL GROSS SALES	FY 2017	FY 2016
JULY	\$ 183,674	\$ 176,459
AUGUST	191,472	185,715
SEPTEMBER	160,353	166,667
OCTOBER	122,716	113,551
NOVEMBER	88,068	70,077
DECEMBER	108,400	105,175
JANUARY	91,004	84,682
FEBRUARY	82,539	81,582
MARCH	86,387	97,403
APRIL	118,351	106,478
MAY	172,014	155,744
JUNE	204,313	205,159
	<u>\$ 1,659,595</u>	<u>\$ 1,548,692</u>

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	23,123	26,504
MARCH	25,130	17,720
APRIL	9,270	6,002
MAY	1,345	963
JUNE	253	102
	<u>\$ 124,799</u>	<u>\$ 103,201</u>

CLUB/ COURSE FUNCTIONS	FY 2017 YTD	FY 2016 YTD
GROUPS 12-40	43,245	53,361
TOURNAMENT PLAY	161,338	162,730
LEAGUES	106,115	117,644
FOOD AND ROOM FEES	206,411	236,492

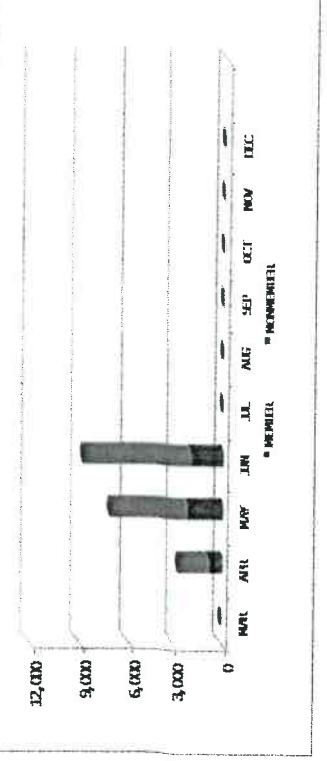
2017 ROUNDS- SEASON		2016 ROUNDS- SEASON	
MEMBER	5,383	MEMBER	7,941
NONMEMBER	13,194	NONMEMBER	13,816
TOTAL	<u>18,577</u>	TOTAL	<u>21,757</u>

ROUNDS OF GOLF PLAYED (SEASON)



2017 YTD	2016 YTD	
ROUNDS PLAYED	18,577	21,757
RAIN DAYS	34	46

2017 MEMBER / NONMEMBER ROUNDS (SEASON)



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# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 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
<b>OPERATING REVENUES</b>	2,060	2,068	(8)	2,351	2,022	FACILITY RENTALS	638	597	652	627
<b>OPERATING EXPENSES</b>						CONCESSION REVENUE	5	6	6	5
PERSONNEL SERVICES AND BENEFITS	1,025	950	75	1,036	990	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	174	175	(1)	167	148	MOORING FEES	300	307	335	297
GENERAL AND ADMINISTRATIVE	92	110	(18)	150	150	PARKING	100	93	114	101
UTILITIES	94	141	(47)	154	116	REGISTRATIONS	133	128	170	136
PROFESSIONAL SERVICES	13	24	(11)	26	13	WHARF / DOCK	267	198	225	190
MARKETING AND PROMOTION	1	2	(1)	2	2	FUEL SALES	800	726	844	724
ALL OTHER - FUEL	394	610	(216)	705	427	ALL OTHER	534	649	750	579
	1,793	2,012	219	2,240	1,846	TOTAL	2,060	2,068	2,351	2,022
<b>OPERATING INCOME</b>	267	56	211	111	176	BUSINESS UNIT ANALYSIS				
<b>NONOPERATING (INCOME) AND EXPENSE</b>						HAMPTON HARBOR	165	356	869	433
DEPRECIATION	683	556	127	606	602	RYE HARBOR	219	219	219	18
<b>NET OP INCOME</b>	<b>(416)</b>	<b>(500)</b>	<b>84</b>	<b>(495)</b>	<b>(426)</b>	PORTSMOUTH FISH PIER	209	345	349	408
						MARKET STREET	(44)	11	520	25
						ADMIN	52			(297)

# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

	YEAR TO DATE ACTUAL		CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	FOREIGN TRADE ZONE		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
<b>HARBOR DREDGING</b>												
OPERATING REVENUES	105	88	17	107	107	5	5	5	56	-	56	6
OPERATING EXPENSES												
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	7	46	(39)	50	272	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	4	-	4	-	13	-	1	(1)	1	-	1	-
UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	9	8	1	8	1	8	6
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-	-
	11	46	(35)	50	285	9	9	-	9	-	9	6
<b>OPERATING INCOME</b>	<b>94</b>	<b>42</b>	<b>52</b>	<b>57</b>	<b>(178)</b>	<b>(4)</b>	<b>(4)</b>	<b>-</b>	<b>(4)</b>	<b>-</b>	<b>(4)</b>	<b>-</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>	<b>(1)</b>	<b>-</b>	<b>(1)</b>	<b>-</b>	<b>(1)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DEPRECIATION</b>	<b>59</b>	<b>34</b>	<b>25</b>	<b>38</b>	<b>42</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET OPERATING INCOME</b>	<b>36</b>	<b>8</b>	<b>28</b>	<b>19</b>	<b>(219)</b>	<b>(4)</b>	<b>(4)</b>	<b>-</b>	<b>(4)</b>	<b>-</b>	<b>(4)</b>	<b>-</b>

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# STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 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	
<b>REVOLVING LOAN FUND</b>						<b>REVOLVING LOAN FUND RECONCILIATION</b>
<b>OPERATING REVENUES</b>	41	34	7	37	32	
<b>OPERATING EXPENSES</b>						
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	BALANCE AT 05-31-2017
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	BALANCE AT 06-30-2016
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	BALANCE AT 06-30-2015
UTILITIES	-	-	-	-	-	
PROFESSIONAL SERVICES	20	21	(1)	22	24	
MARKETING AND PROMOTION	-	-	-	-	-	
ALL OTHER	-	-	-	-	-	
<b>OPERATING INCOME</b>	<b>21</b>	<b>13</b>	<b>8</b>	<b>14</b>	<b>6</b>	
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	
DEPRECIATION	-	-	-	-	-	
<b>NET OPERATING INCOME</b>	<b>21</b>	<b>13</b>	<b>8</b>	<b>14</b>	<b>6</b>	
						CASH BALANCES
						GENERAL FUNDS
						SEQUESTERED FUNDS
						LOANS OUTSTANDING
						CURRENT
						LONG TERM
						CAPITAL UTILIZATION RATE- % (*)
						FUND EXCESS (DEFICIENCY) - % (*)
						(*) EXCLUDES SEQUESTERED FUNDS.

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

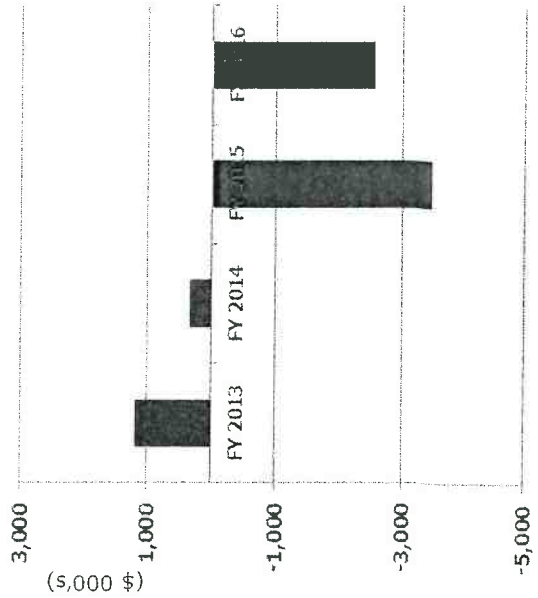
(\$ 000's)

	MAY 31 2017	JUN 30 2016	MAY 31 2017	JUN 30 2016
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	4,441	1,033	2,329	1,302
ACCOUNTS RECEIVABLE- NET	298	521	80	269
OTHER ASSETS	475	434	313	318
<b>TOTAL CURRENT ASSETS</b>	<b><u>5,214</u></b>	<b><u>1,988</u></b>	<b><u>116</u></b>	<b><u>116</u></b>
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLES- NET	-	-	-	-
<b>TOTAL RESTRICTED ASSETS</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	54,471	57,174	161	161
CONSTRUCTION IN PROCESS <small>(PAGES #10-#14)</small>	444	518	-	-
<b>OTHER - LT RECEIVABLE</b>	<b><u>54,915</u></b>	<b><u>57,692</u></b>	<b><u>54,485</u></b>	<b><u>56,957</u></b>
<b>TOTAL ASSETS</b>	<b><u>60,129</u></b>	<b><u>59,679</u></b>	<b><u>(417)</u></b>	<b><u>(2,537)</u></b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	623	623	54,068	54,420
<b>TOTAL NET POSITION</b>	<b><u>623</u></b>	<b><u>623</u></b>	<b><u>54,068</u></b>	<b><u>54,420</u></b>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	3,368	3,368	3,368	3,368
OTHER LT LIABILITIES	-	-	317	349
<b>TOTAL LIABILITIES</b>	<b><u>3,368</u></b>	<b><u>3,368</u></b>	<b><u>3,685</u></b>	<b><u>3,717</u></b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	6,523	5,722
<b>NET POSITION</b>	<b><u>161</u></b>	<b><u>161</u></b>	<b><u>161</u></b>	<b><u>161</u></b>
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<b><u>161</u></b>	<b><u>161</u></b>	<b><u>161</u></b>	<b><u>161</u></b>

### 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

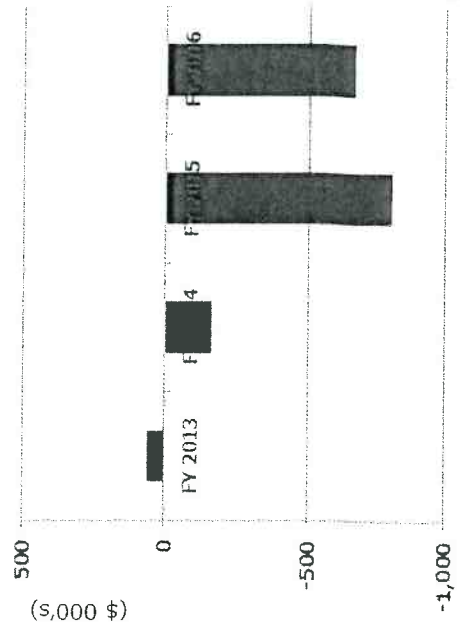
(\$ 000'S)

		MAY 31 2017	JUN 30 2016		MAY 31 2017	JUN 30 2016
<b>ASSETS</b>				<b>LIABILITIES</b>		
<b>CURRENT ASSETS</b>				<b>CURRENT LIABILITIES</b>		
CASH AND EQUIVALENTS		772	680	ACCOUNTS PAYABLE	240	395
ACCOUNTS RECEIVABLE- NET		94	68	ACCOUNTS PAYABLE- CONSTRUCTION	38	4
OTHER ASSETS		39	33	UNEARNED REVENUE	257	279
<b>TOTAL CURRENT ASSETS</b>		<b>905</b>	<b>781</b>	REVOLVING LOC FACILITY	-	-
<b>RESTRICTED ASSETS</b>				CURRENT PORTION- LT LIABILITIES	-	-
CASH AND EQUIVALENTS		-	-	<b>TOTAL CURRENT LIABILITIES</b>	<b>535</b>	<b>678</b>
ACCOUNTS RECEIVABLES- NET		-	-	<b>NONCURRENT LIABILITIES</b>		
<b>TOTAL RESTRICTED ASSETS</b>		<b>-</b>	<b>-</b>	NET PENSION LIABILITY	888	888
<b>CAPITAL ASSETS</b>				OTHER LT LIABILITIES	20	-
LAND, BUILDINGS AND EQUIPMENT		9,634	10,191	<b>TOTAL LIABILITIES</b>	<b>1,443</b>	<b>1,566</b>
CONSTRUCTION IN PROCESS (PAGES #10-#14)		17	9	<b>DEFERRED INFLOWS OF RESOURCES</b>		
<b>TOTAL ASSETS</b>		<b>9,651</b>	<b>10,200</b>	PENSION	46	46
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				<b>NET POSITION</b>		
PENSION		153	153	NET INVESTMENT IN CAPITAL ASSETS	9,612	10,196
		<b>10,556</b>	<b>10,981</b>	<b>RESTRICTED FOR:</b>		
		<b>153</b>	<b>153</b>	REVOLVING LOAN FUND	-	-
		<b>153</b>	<b>153</b>	HARBOR DREDGING	-	-
		<b>153</b>	<b>153</b>	FOREIGN TRADE ZONE UNRESTRICTED	(392)	(674)
		<b>153</b>	<b>153</b>	<b>TOTAL NET POSITION</b>	<b>9,220</b>	<b>9,522</b>

**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

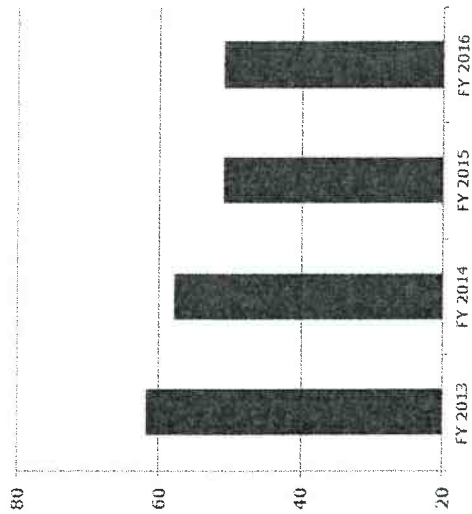
(\$ 000'S)

	MAY 31 2017	JUN 30 2016	MAY 31 2017	JUN 30 2016
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	48	51	48	51
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>48</u>	<u>51</u>	<u>48</u>	<u>51</u>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
<b>TOTAL ASSETS</b>	<u>48</u>	<u>51</u>	<u>48</u>	<u>51</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	1	-	1	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>-</u>	<u>1</u>	<u>-</u>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>-</u>	<u>1</u>	<u>-</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE UNRESTRICTED	47	51	47	51
<b>TOTAL NET POSITION</b>	<u>47</u>	<u>51</u>	<u>47</u>	<u>51</u>

**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)

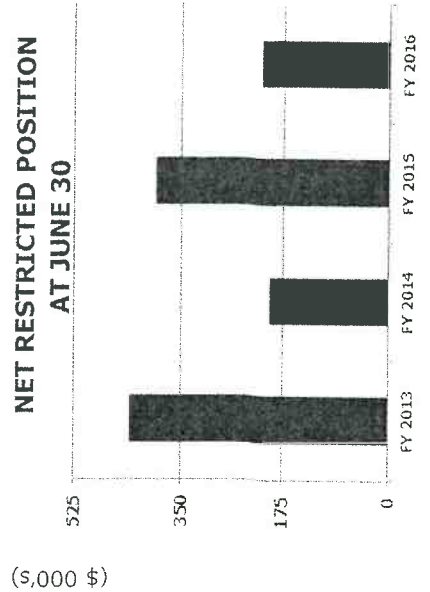
	MAY 31 2017	JUN 30 2016	MAY 31 2017	JUN 30 2016
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
<b>TOTAL CURRENT ASSETS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	524	473	524	473
ACCOUNTS RECEIVABLES- NET	0	3	0	3
<b>TOTAL RESTRICTED ASSETS</b>	<b>524</b>	<b>476</b>	<b>524</b>	<b>476</b>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	674	692	674	692
CONSTRUCTION IN PROCESS (PAGES #10-#14)	0	6	0	6
<b>TOTAL ASSETS</b>	<b>674</b>	<b>698</b>	<b>674</b>	<b>698</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	1,198	1,174	1,198	1,174
<b>TOTAL NET POSITION</b>	<b>940</b>	<b>903</b>	<b>940</b>	<b>903</b>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	257	265	257	265
ACCOUNTS PAYABLE- CONSTRUCTION	1	6	1	6
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
<b>CURRENT PORTION- LT LIABILITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL CURRENT LIABILITIES</b>	<b>258</b>	<b>271</b>	<b>258</b>	<b>271</b>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>258</b>	<b>271</b>	<b>258</b>	<b>271</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	0	0	0	0
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	673	692	673	692
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	267	211	267	211
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<b>940</b>	<b>903</b>	<b>940</b>	<b>903</b>

## 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
  - BARKER WHARF 14
  - FENDER PILES 12
  - EMERG CALL BOXES 4

## NET RESTRICTED POSITION AT JUNE 30





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

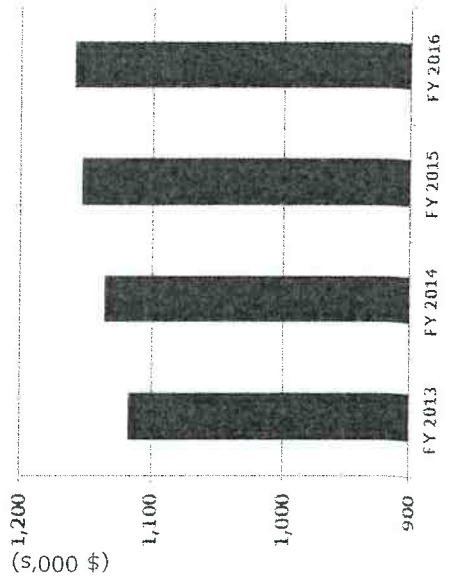
(\$ 000's)

	MAY 31 2017	JUN 30 2016	MAY 31 2017	JUN 30 2016
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
<b>TOTAL CURRENT ASSETS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	98	78	98	78
ACCOUNTS RECEIVABLES- NET	<u>1,084</u>	<u>1,084</u>	<u>1,084</u>	<u>1,084</u>
<b>TOTAL RESTRICTED ASSETS</b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
<b>TOTAL ASSETS</b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>TOTAL NET POSITION</b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>	<b><u>1,182</u></b>	<b><u>1,162</u></b>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	2	-	2	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,180	1,159	1,180	1,159
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<b><u>1,180</u></b>	<b><u>1,159</u></b>	<b><u>1,180</u></b>	<b><u>1,159</u></b>

**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**



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# **CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018**



**FINANCE COMMITTEE MEETING  
AUGUST 7, 2017**

# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JULY 1, 2017 TO MARCH 31, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

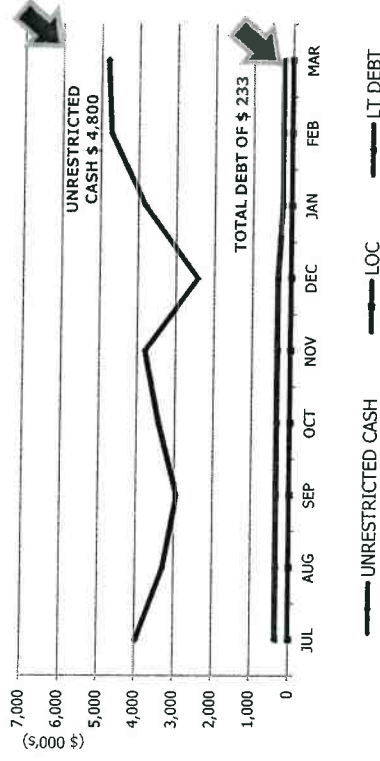
	AMOUNT
(\$ 000's)	
<b>OPENING FUND BALANCE</b>	<b><u>4,543</u></b>
<b>SOURCES OF FUNDS</b>	
TRADEPORT TENANTS	7,265
GRANT AWARDS (SEE PAGE #8)	6,303
GOLF COURSE FEE AND CONCESSION REVENUES	1,450
MUNICIPAL SERVICE FEE (COP) - NET	(105)
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	123
EXTERNAL BANK WORKING CAPITAL- NET	-
	<b><u>15,456</u></b>
<b>USES OF FUNDS</b>	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	7,088
PERSONNEL SERVICES AND BENEFITS	4,210
OPERATING EXPENSES	3,105
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	680
LONG TERM DEBT RETIREMENT	116
	<b><u>15,199</u></b>
<b>NET CASH FLOW</b>	<b><u>257</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>4,800</u></b>

**DISCUSSION**

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO FURTHER UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED GRANT RELATED CAPITAL EXPENDITURES.

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

**PROJECTED CASH AND DEBT BALANCES**



TOTAL FUND BALANCES	BALANCE AT 06-30-2017	BALANCE AT 06-30-2016
PDA UNRESTRICTED	4,543	1,022
PDA DESIGNATED	11	12
<b>TOTAL</b>	<b><u>4,554</u></b>	<b><u>1,034</u></b>

# PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW JULY 1, 2017 TO MARCH 31, 2018

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>OPENING FUND BALANCE</b>	<b>4,543</b>	<b>3,959</b>	<b>3,269</b>	<b>2,925</b>	<b>3,415</b>	<b>3,784</b>	<b>2,403</b>	<b>3,795</b>	<b>4,714</b>	<b>4,543</b>
<b>SOURCES OF FUNDS</b>										
TRADEPORT TENANTS	1,260	620	625	1,080	645	640	1,080	650	665	7,265
GRANT AWARDS (SEE PAGE #8)	-	-	400	843	1,405	1,355	1,180	775	345	6,303
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	215	210	195	190	120	85	75	160	200	1,450
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
SKYHAVEN AIRPORT	10	10	16	17	14	14	14	14	14	123
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,910</u>	<u>1,135</u>	<u>1,531</u>	<u>2,555</u>	<u>2,479</u>	<u>2,389</u>	<u>2,774</u>	<u>1,894</u>	<u>1,519</u>	<u>18,186</u>
<b>USE OF FUNDS</b>										
CAPITAL- GRANT RELATED (SEE PAGE #4)	365	925	1,010	1,235	1,290	1,200	370	100	593	7,088
PERSONNEL SERVICES AND BENEFITS	475	470	465	450	455	460	470	480	485	4,210
OPERATING EXPENSES	270	285	345	285	315	645	300	330	330	3,105
MUNICIPAL SERVICE FEE	1,338	21	-	-	-	1,350	21	-	-	2,730
CAPITAL- NONGRANT (SEE PAGES #5-#7)	46	124	55	95	50	115	105	65	25	680
LONG TERM DEBT RETIREMENT	=	=	=	=	=	=	116	=	=	116
	<u>1,156</u>	<u>1,825</u>	<u>1,875</u>	<u>2,065</u>	<u>2,110</u>	<u>3,770</u>	<u>1,382</u>	<u>975</u>	<u>1,433</u>	<u>17,929</u>
<b>NET CASH FLOW</b>	<b>(584)</b>	<b>(690)</b>	<b>(344)</b>	<b>490</b>	<b>369</b>	<b>(1,381)</b>	<b>1,392</b>	<b>919</b>	<b>86</b>	<b>257</b>
<b>CLOSING FUND BALANCE</b>	<b>3,959</b>	<b>3,269</b>	<b>2,925</b>	<b>3,415</b>	<b>3,784</b>	<b>2,403</b>	<b>3,795</b>	<b>4,714</b>	<b>4,800</b>	<b>4,800</b>

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES JULY 1, 2017 TO MARCH 31, 2018

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>GRANT REIMBURSEMENT</b>										
<b>PORTSMOUTH AIRPORT</b>										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	50	650	800	800	200	-	-	2,500
OBSTRUCTION MITIGATION- DESIGN	10	10	-	-	-	-	-	-	-	20
OBSTRUCTION MITIGATION- CONSTRUCT	-	110	150	300	300	250	20	-	-	1,130
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	30	40	-	-	-	-	-	-	-	70
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	-	-	10	10	10	-	-	-	-	30
RUNWAY DESIGN	-	-	100	150	100	50	50	50	50	550
TERMINAL ENHANCEMENT STUDY	-	-	-	50	50	100	100	50	43	393
	<u>40</u>	<u>160</u>	<u>310</u>	<u>1,160</u>	<u>1,260</u>	<u>1,200</u>	<u>370</u>	<u>100</u>	<u>93</u>	<u>4,693</u>
<b>SKYHAVEN AIRPORT</b>										
RUNWAY CONSTRUCTION	50	-	-	-	-	-	-	-	-	50
TAXILANE PAVEMENT (CONSTRUCTION)	275	750	700	75	30	-	-	-	-	1,830
TAXILANE PAVEMENTS (DESIGN)	-	15	-	-	-	-	-	-	-	15
ROTARY PLOW **	-	-	-	-	-	-	-	-	500	500
	<u>325</u>	<u>765</u>	<u>700</u>	<u>75</u>	<u>30</u>	-	-	-	<u>500</u>	<u>2,395</u>
	<b>365</b>	<b>925</b>	<b>1,010</b>	<b>1,235</b>	<b>1,290</b>	<b>1,200</b>	<b>370</b>	<b>100</b>	<b>593</b>	<b>7,088</b>

NOTE:  
\*\* PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY**  
**CAPITAL EXPENDITURES** (EXCLUDING THE DIVISION OF PORTS AND HARBORS)  
**JULY 1, 2017 TO MARCH 31, 2018** (CONTINUED)

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b>TRADEPORT</b>										
WATER TOWER LOGO	-	-	-	-	-	-	30	-	-	30
OIL WATER SEPARATOR CLEANING	-	-	-	-	-	30	-	-	-	30
	=	=	=	=	=	<u>30</u>	<u>30</u>	=	=	<u>60</u>

**NOTE:**  
**\*\* PENDING BOARD APPROVAL**

# PEASE DEVELOPMENT AUTHORITY

## CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

### JULY 1, 2017 TO MARCH 31, 2018 (CONTINUED):

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b>SKYHAVEN AIRPORT</b>										
SRE DOOR REPLACEMENT / REPAIR (SPRINGS) **	-	-	-	15	-	-	-	-	-	15
TERMINAL PARKING LOT **	=	=	25	=	=	=	=	=	=	25
	=	=	25	15	=	=	=	=	=	40
<b>ADMINISTRATION</b>										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	=	15	=	35	=	=	=	=	25	75
<b>GOLF COURSE</b>										
TORO FAIRWAY MOWER	-	60	-	-	-	-	-	-	-	60
BLUE COURSE BRIDGE **	=	=	=	=	25	25	75	65	=	190
	=	60	=	=	25	25	75	65	=	250

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY

## CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

### JULY 1, 2017 TO MARCH 31, 2018 (CONTINUED):

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b> (CONTINUED):										
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL RUNWAY RELAMPING (LED) **	-	20	30	-	-	-	-	-	-	50
REROOFING OF HUT # 7 AND #8	46	-	-	-	-	-	-	-	-	46
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	35	-	-	-	35
TERMINAL SEATING	-	19	-	-	-	-	-	-	-	19
PARKING LOT POLES- SIGNAGE **	-	10	-	-	-	-	-	-	-	10
	<u>46</u>	<u>49</u>	<u>30</u>	<u>-</u>	<u>-</u>	<u>35</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>160</u>
<b>MAINTENANCE</b>										
BUILDING INFRASTRUCTURE**	-	-	-	-	25	25	-	-	-	50
VEHICLE FLEET REPLACEMENT **	-	-	-	45	-	-	-	-	-	45
	<u>-</u>	<u>-</u>	<u>-</u>	<u>45</u>	<u>25</u>	<u>25</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>95</u>
<b>TOTAL NONGRANT</b>	<b><u>46</u></b>	<b><u>124</u></b>	<b><u>55</u></b>	<b><u>95</u></b>	<b><u>50</u></b>	<b><u>115</u></b>	<b><u>105</u></b>	<b><u>65</u></b>	<b><u>25</u></b>	<b><u>680</u></b>

NOTE:  
\*\* PENDING BOARD APPROVAL



# PEASE DEVELOPMENT AUTHORITY

## RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

### JULY 1, 2017 TO MARCH 31, 2018

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>PORTSMOUTH AIRPORT</b>										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	-	50	650	800	800	200	-	2,500
OBSTRUCTION MITIGATION- DESIGN	-	-	-	18	-	-	-	-	-	18
OBSTRUCTION MITIGATION- CONSTRUCT	-	-	-	-	105	140	285	285	250	1,065
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	-	-	-	65	-	-	-	-	-	65
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	-	-	-	-	-	115	-	-	-	115
RUNWAY DESIGN	-	-	-	-	-	300	95	-	95	490
TERMINAL ENHANCEMENT STUDY	-	-	-	-	-	-	-	190	-	190
<b>SKYHAVEN AIRPORT</b>										
RUNWAY CONSTRUCTION	-	-	140	-	-	-	-	-	-	140
TAXILANE PAVEMENT- CONSTRUCTION	-	-	260	700	650	-	-	100	-	1,710
TAXILANE PAVEMENT- DESIGN	-	-	-	10	-	-	-	-	-	10
ROTARY PLOW	-	-	-	-	-	-	-	-	-	-
TOTAL GRANT	=	=	400	843	1,405	1,355	1,180	775	345	6,303

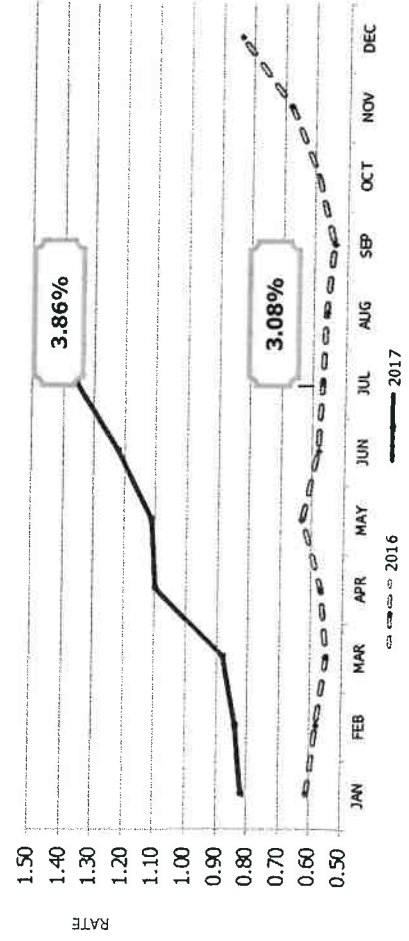
# PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

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

OUTSTANDING DEBT ANALYSIS	BALANCE AT		Maturity DATE	INTEREST RATE %
	06-30-2017	06-30-2016		
THE PROVIDENT BANK (RLOC)	-	-	12-31-2017	VARIABLE
CITY OF PORTSMOUTH	349	465	12-31-2020	4.50
	<b>349</b>	<b>465</b>		
WEIGHTED AVERAGE	<u>4.50</u>	<u>4.50</u>		

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



# DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW JULY 1, 2017 TO MARCH 31, 2018

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>747</u></b>
<b>SOURCES OF FUNDS</b>	
FACILITY RENTALS	499
MOORING FEES	300
REGISTRATIONS / WHARFAGE	345
FUEL SALES	195
PARKING FEES AND CONCESSIONS	175
	<b><u>1,514</u></b>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	1,075
OPERATING EXPENSES	391
FUEL PROCUREMENT	183
CAPITAL EXPENDITURES	30
	<b><u>1,679</u></b>
	<b><u>(165)</u></b>
<b>NET CASH FLOW</b>	
<b>CLOSING FUND BALANCE</b>	<b><u>582</u></b>

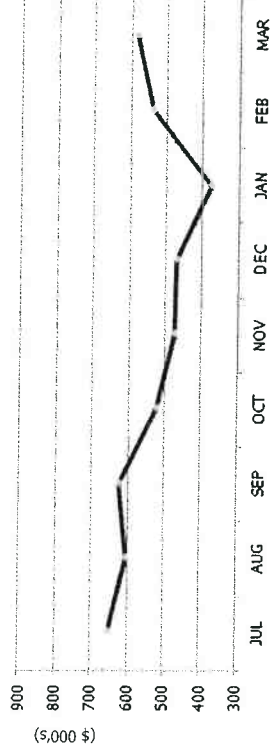
**DISCUSSION**

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**



	<u>BALANCE AT 06-30-2017</u>	<u>BALANCE AT 06-30-2016</u>
<b>TOTAL FUND BALANCES</b>		
UNRESTRICTED FUNDS	747	680
HARBOR DREDGING	533	473
FOREIGN TRADE ZONE	47	46
REVOLVING LOAN FUND	<u>111</u>	<u>78</u>
<b>TOTAL</b>	<b><u>1,438</u></b>	<b><u>1,277</u></b>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

### JULY 1, 2017 TO MARCH 31, 2018

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>OPENING FUND BALANCE</b>	<u>747</u>	<u>653</u>	<u>604</u>	<u>625</u>	<u>523</u>	<u>475</u>	<u>470</u>	<u>375</u>	<u>536</u>	<u>747</u>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	54	54	55	55	55	55	57	57	57	499
CONCESSION REVENUES	6	10	5	4	-	-	-	-	-	25
MOORING FEES	-	-	-	-	-	-	50	200	50	300
REGISTRATIONS / WHARFAGE	25	25	65	25	25	65	25	25	65	345
PARKING FEES	40	35	35	30	10	-	-	-	-	150
FUEL SALES	30	30	25	20	20	20	20	15	15	195
	<u>155</u>	<u>154</u>	<u>185</u>	<u>134</u>	<u>110</u>	<u>140</u>	<u>152</u>	<u>297</u>	<u>187</u>	<u>1,514</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	190	115	95	185	75	75	190	75	75	1,075
BUILDINGS AND FACILITIES	10	30	15	10	30	15	10	10	15	145
GENERAL AND ADMINISTRATIVE	11	10	11	12	10	11	12	12	12	101
UTILITIES	10	10	10	10	14	15	16	15	15	115
PROFESSIONAL SERVICES	-	-	10	-	-	10	-	-	10	30
FUEL PROCUREMENT	28	28	23	19	19	19	19	14	14	183
CAPITAL EXPENDITURES AND OTHER	-	10	-	-	10	-	-	10	-	30
	<u>249</u>	<u>203</u>	<u>164</u>	<u>236</u>	<u>158</u>	<u>145</u>	<u>247</u>	<u>136</u>	<u>141</u>	<u>1,679</u>
<b>NET CASH FLOW</b>	(94)	(49)	21	(102)	(48)	(5)	(95)	161	46	(165)
<b>CLOSING FUND BALANCE</b>	<u>653</u>	<u>604</u>	<u>625</u>	<u>523</u>	<u>475</u>	<u>470</u>	<u>375</u>	<u>536</u>	<u>582</u>	<u>582</u>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

### JULY 1, 2017 TO MARCH 31, 2018

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>OPENING FUND BALANCE</b>	<u>533</u>	<u>539</u>	<u>523</u>	<u>528</u>	<u>533</u>	<u>517</u>	<u>524</u>	<u>529</u>	<u>510</u>	<u>533</u>
<b>SOURCES OF FUNDS</b>										
PIER USAGE FEES	5	5	3	3	4	5	3	2	3	33
REGISTRATIONS	1	2	1	2	2	2	2	2	2	16
FUEL FLOWAGE FEES	2	2	3	3	3	2	2	2	2	21
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	2	-	-	3	-	-	2	-	-	7
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	25	-	-	25	-	-	25	-	75
<b>NET CASH FLOW</b>	2	25	2	3	25	2	2	25	2	88
	6	(16)	5	5	(16)	7	5	(19)	5	(18)
<b>CLOSING FUND BALANCE</b>	<u>539</u>	<u>523</u>	<u>528</u>	<u>533</u>	<u>517</u>	<u>524</u>	<u>529</u>	<u>510</u>	<u>515</u>	<u>515</u>

# DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE JULY 1, 2017 TO MARCH 31, 2018

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>OPENING FUND BALANCE</b>	47	47	47	44	44	44	49	49	39	47
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	-	-	-	-	-	5	-	-	-	5
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	3	-	-	-	-	10	5	18
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<b>NET CASH FLOW</b>	-	-	3	-	-	-	-	10	5	18
	-	-	(3)	-	-	5	-	(10)	(5)	(13)
<b>CLOSING FUND BALANCE</b>	47	47	44	44	44	49	49	39	34	34

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- REVOLVING LOAN

### JULY 1, 2017 TO MARCH 31, 2018

(\$ 000's)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
<b>OPENING FUND BALANCE</b>	<u>111</u>	<u>68</u>	<u>82</u>	<u>99</u>	<u>89</u>	<u>103</u>	<u>119</u>	<u>135</u>	<u>124</u>	<u>111</u>
<b>SOURCES OF FUNDS</b>										
LOAN REPAYMENTS	13	13	13	13	13	13	13	13	13	117
INTEREST INCOME-LOANS	4	4	5	4	4	5	4	4	5	39
INTEREST INCOME- FUND BALANCE	-	-	1	-	-	-	1	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>17</u>	<u>17</u>	<u>19</u>	<u>17</u>	<u>17</u>	<u>18</u>	<u>18</u>	<u>17</u>	<u>18</u>	<u>158</u>
<b>USE OF FUNDS</b>										
NEW LOANS ISSUED	58	-	-	25	-	-	-	25	-	108
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	3	2	2	3	2	2	3	2	21
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>60</u>	<u>3</u>	<u>2</u>	<u>27</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>28</u>	<u>2</u>	<u>129</u>
	(43)	14	17	(10)	14	16	16	(11)	16	29
<b>NET CASH FLOW</b>										
<b>CLOSING FUND BALANCE</b>	<u>68</u>	<u>82</u>	<u>99</u>	<u>89</u>	<u>103</u>	<u>119</u>	<u>135</u>	<u>124</u>	<u>140</u>	<u>140</u>

MOTION

Director Lamson:

In accordance with the recommendation of the Pease Development Authority Finance Committee, the PDA Board of Directors approves and authorizes the Executive Director and any other required signatories to:

1. extend the term of the Revolving Line of Credit Facility through December 31, 2018; and
3. execute Certificate(s) of Resolution in such form as has been approved by PDA General Counsel and the Director of Finance and to enter into such agreements as may be required to effect this resolution;

all in accordance with the memorandum from Irv Canner, Director of Finance, dated August 2, 2017, attached hereto.

N:\RESOLVES\Resolves\2017\LineofCredit-Extend 0817.docx





**PEASE**  
INTERNATIONAL  
DEVELOPMENT  
AUTHORITY

55 International Drive, Portsmouth, NH 03801

**Date:** August 2, 2017

**To:** Dave Mullen- Executive Director

**From:** Irv Canner- Director of Finance

**RE:** Revolving Line of Credit Facility- Provident Bank

Consistent with our previous discussions, Pease Development Authority's (PDA) \$5,000,000 Revolving Line of Credit (RLOC) facility with the Provident Bank is scheduled to expire on December 31, 2017. Based on our most recent Capital Improvement Plan presented to the PDA Board of Directors on April 20, 2017, I am proposing that we extend the RLOC one year through December 31, 2018. The Provident Bank has provided us with a Commitment Letter outlining this request with no base line changes to the current RLOC facility. Key characteristics of the RLOC facility provides:

- Working capital needs to be determined at the discretion of the PDA;
- An interest rate benchmark of 250 basis points above the One Month Federal Home Loan Bank; Classic Advance Rate (currently 1.36%) adjusted monthly;
- Unsecured with no collateral required;
- No non-usage fees.

The RLOC facility should be more than sufficient to meet our working capital needs through 2018. However, as we enter the period 2020-2021, there are several significant grant related infrastructure capital projects that are being analyzed in terms of scope and cost including the PSM Runway 16-34 reconstruction as well as the possible expansion of the PSM terminal. Here too, we are still evaluating several high dollar value non-grant related projects during this period including multiple intersection improvements and roof replacements within the Pease Tradeport. Because of the projected financial commitment associated with these longer term projects, I feel it best to reevaluate the RLOC capacity on an annual basis rather than to commit to a multi-year agreement at this time.

Accordingly, please present this request to the PDA Finance Committee at its scheduled August 7, 2017 meeting for its review and recommendation the PDA Board of Directors at their August 10, 2017 meeting.

At your convenience, I would be please to address any questions or need for supplemental information that you might have.


MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute Amendment No. 6 to the Parking License Agreement with Lonza Biologics, Inc. for parking spaces located at 55 International Drive. The License Amendment is extended from November 1, 2017 through September 30, 2018; all in accordance with the Memorandum from David R. Mullen dated May 1, 2017 attached hereto.

N:\RESOLVES\Resolves\2017\Lonza - Parking 55 Intl.docx

## MEMORANDUM

To: Pease Development Authority Board of Directors  
From: David R. Mullen, Executive Director   
Re: Lonza Parking License Amendment - 55 International Drive  
Date: May 1, 2017

---

In October of 2011, PDA entered into a License Agreement with Lonza for the use of parking spaces at 55 International Drive. The current Agreement for the use of 99 spaces will expire on October 31, 2017. Lonza has requested that it be permitted to keep using the 99 parking spaces for an additional year. Under the agreement to extend, Lonza has agreed to continue to pay PDA a license fee of \$866.22 per month or \$10,394.64 per year. The underlying License Agreement is subject to PDA's right to terminate it if it is determined PDA needs to take back parking spaces to maintain its operational viability. All other terms and conditions of the License will remain in full force and effect.

At the August 10, 2017 meeting of the Board, I intend to request your approval to enter into an amendment to the existing License extending it through September 30, 2018.

P:\MEMOS.MHG\Lonza\LonzaParkingLicenseAmd55Int050117.wpd

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with the Town of Newington for maintaining trees to be planted adjacent to Little Bay Road in Newington, New Hampshire, as part of a tree planting plan in connection with the airspace obstruction project at Portsmouth International Airport at Pease; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated August 2, 2017 and attached hereto.

N:\RESOLVES\Resolves\2017\TON-TreePlanting 0817.docx

## MEMORANDUM

To: David R. Mullen, Executive Director

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

Date: August 2, 2017

Subject: Town of Newington Tree Planting Plan

In January, the Board reviewed the project that was being designed to mitigate airspace obstructions around Portsmouth International Airport at Pease. In accordance with the direction given by the Board as reflected in the minutes of January 19, 2017 (attached) staff devised a tree planting plan, working in conjunction with PDA's forester and the Town of Newington's forester.

The tree planting plan is in the form of a right of entry that will allow representatives of the Town of Newington to access PDA's property. It proposes that PDA supply and install the trees, and the Town provide post-installation care. The Exhibits attached to the right of entry specify the species, size, and spacing of the trees and also provide recommendations for their care.

For PDA's part in supplying and installing the trees, the cost will be \$5010, barring any unforeseen conditions. We plan to use the landscaping company currently under contract for this work.

At next week's PDA Board meeting, please seek approval for the plan presented to replace trees on Little Bay Road, including an approval to purchase the trees with the recommended appurtenances, plant the trees, and grant a Right of Entry to the Town of Newington substantially similar to that attached to this memo. We will engage PDA's landscaping contractor upon the full execution of the right of entry.

N:\ENGINEER\Board Memos\2017\TON Planting Plan.docxx

***RIGHT OF ENTRY***

***ISSUED TO***

**The Town of Newington, New Hampshire (Newington)**

**Tree Planting and Maintenance for Property Located on Little Bay Road**

**Map 23, Lot 8-3**

WHEREAS Pease Development Authority (PDA) is the Owner and Operator of the Portsmouth International Airport at Pease, and is obligated to take appropriate actions to assure that terminal airspace is adequately cleared and protected by removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards (Federal Aviation Administration Grant Assurance 20); and,

WHEREAS, in furtherance of this obligation, PDA intends to enter into a contract for work that will, in part, remove trees located on PDA property at Little Bay Road, shown on Newington Assessor Map 23, as Lot 8-3; and,

WHEREAS the Town of Newington has requested and PDA has agreed to plant a number of replacement trees near Little Bay Road; and,

WHEREAS the Town of Newington has agreed to assume responsibility for the care, maintenance and watering of the newly planted trees;

NOW THEREFORE, this Right of Entry sets forth the terms and conditions for the maintenance, care and watering of the re-planted trees along a portion of the property at Map 23, Lot 8-3 Little Bay Road.

1. **Tree Planting.** Exhibit A-1 to this Right of Entry is a plan prepared by Hoyle, Tanner & Associates entitled **Obstruction Removal Buffer Trees in Newington** and dated [redacted] that shows the location, number, and spacing of the trees to be planted, as well as existing ground contours. Exhibit A-2 is a report prepared by PDA's contracted forester, Charles Moreno, which includes recommendations for planting and maintaining trees in this area. PDA will purchase and plant trees in accordance with the Exhibits A-1 and A-2. PDA will also furnish initial soil additives, mulch, netting, and 15 gallon slow release watering bags as recommended in Exhibit A-2. The installation of the watering devices will be by Newington.

2. Schedule of Planting. Trees will be planted following the completion of tree removal work in the area. Details of the tree removal work are specified in drawings and specifications titled "Remove Airspace Obstructions and Construct Obstruction Lights" and dated March 2017. The planting may take place in 2017 or 2018 depending on the schedule of the tree removal work and the ambient weather conditions.
3. Right of Entry. Subject to the terms and conditions of this Right of Entry, PDA shall grant Newington, its employees, and agents access to the area of tree planting for the sole purpose of maintaining (as defined below) the newly planted trees. Access shall be from Little Bay Road as shown on Exhibit A.
4. Tree Maintenance. Newington shall be responsible for maintenance of the trees to be planted under this Right of Entry. Maintenance shall begin immediately upon completion of tree planting and shall include watering, fertilizing, mulching, installing or removing stakes and netting, or any other practice typically recommended to ensure survivability for newly planted vegetation.
5. Coordination of Work. PDA will maintain the ground surface around the newly planted trees and on the remainder of the lot by periodic mowing, brush-hogging or such other means as it deems appropriate to ensure it is in full compliance with FAA Grant Assurance 20. Newington shall coordinate its maintenance work so as not to conflict with PDA work.
6. Maintenance of Existing Conditions. When entering the PDA property to provide maintenance, Newington shall take care not to disturb the existing ground surface and shall employ all means necessary to prevent soil erosion.
7. Insurance Coverage. Newington and/or any agent or contractor of Newington providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming the Pease Development Authority as additional insured.

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

8. **Limitation on Tree Replacement.** Newington understands that the survivability of the newly planted trees will be dependent upon the condition of the trees at the time of planting, the provision of maintenance after planting, ambient weather conditions, and/or any number of natural or man-made events. In the event that a tree does not survive within one year of its planting due to a discernable defect in the tree which was supplied and not due to a failure by Newington to care for, maintain and water such tree, PDA may, in its sole discretion, exercise such rights it may have under its supplier/installer contract to secure a replacement tree. Subject to Section 10 of this Right of Entry, Newington shall have the option of replacing, at its own expense, trees that do not survive due to unfavorable weather conditions, animal browsing, lack of maintenance or any other circumstance outside the supplier/installer's agreement to replace defective trees. Newington may not plant another type of tree and will be limited to replacing a failed tree with an identical type of tree.
9. **Indemnification and Hold Harmless.** Newington's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. Newington expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Newington's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Newington further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Newington's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.
10. **Continuation of Rights.** Nothing in this Right of Entry shall impact or diminish PDA's continuing rights to protect terminal airspace in accordance with FAA mandates and good practice dictates. PDA may, at any time, remove any trees that become obstructions to air navigation.
11. **Term.** This Right of Entry shall become effective upon signing and shall remain in effect until the newly planted trees are no longer at risk of perishing, but in any event no longer than four years.



Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by:

**FOR THE PEASE DEVELOPMENT AUTHORITY**

---

*Executive Director*

**FOR THE TOWN OF NEWINGTON**

---

Its duly authorized:

DRAFT



PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

<p>PROJECT: PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE ON AIRPORT OBSTRUCTION REMOVAL</p>		<p>PROJECT TITLE: OBSTRUCTION REMOVAL: BUFFER TREES IN NEWINGTON DRAFT 31 JUL 2017</p>													
<p>DATE: _____</p>		<p>AP NO.: 3-20-0009-007-2013          PROJECT NO.: 00000007          DRAWN: JSM          CHECKED: JAC          DATE: 31 JUL 2017</p>													
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION										<p>HOYLE, TANNER &amp; ASSOCIATES, INC.</p> <p>SHEET 1 OF 1</p>	
NO.	DATE	DESCRIPTION													

**Pease Development Authority**  
**Notes for Tree Planting/Maintenance – Area N1**

**Background:** The Pease Development Authority (PDA) has committed to planting trees in a portion of the **North Area Project Zone N1A** along Little bay Road in Newington, New Hampshire. Upland soils in the project area consist of *Hoosic gravelly fine sandy loam*. These soils are somewhat excessively drained, have moderate to rapid water permeability, and low water capacity. In short, the soils are droughty during summer. Newly planted trees will require weekly watering (or other irrigation, *see below*) in the absence of adequate rainfall (approximately 1" per week).

Canaan fir (*Abies balsamea* var 'phanerolpies') is native to the mountains of West Virginia and Virginia and is considered by most botanists to be a variety of balsam fir (*Abies balsamea*). There are several advantages to planting Canaan fir (versus balsam fir) in Area N1, including: (A) it is less susceptible to frost injury compared to balsam fir because it tends to break bud later in spring; (B) it has fewer insect and disease issues; (C) it is more drought and heat tolerant than other true firs. *It is important to reiterate, however, that although Canaan fir is more tolerant of drier, well-drained soils than balsam fir, it will still require frequent watering until well-established.*

**Planting:**

Species to be planted:

- **Canaan fir (*Abies balsamea* var 'Phanerolpies')**
- **Type: 1 to 2 gallon containerized trees**
- **Cost/Tree: \$60-75**
- **Total Plant Cost: \$2,100-3,000 (plus delivery charge)**

Spacing:

- **4 rows spaced 12' apart**
- **Trees planted 10' apart (35-40 trees total)**

Timing:

- Ideal planting time is **September through late-October**. Fall is an ideal time for planting because it allows roots to become established before the ground freezes. Additionally, cooler temperatures and increased precipitation reduce watering needs until spring.
- If fall planting is not possible, a spring planting (April to early-May) is the next available planting season.

Watering:

- Approximately 5 gallons per tree at time of planting.

- Long term: *Ooze TubeTree Irrigator*, 15 to 25 gallons available from *Ben Meadows Company* or similar supplier. These must be refilled during the growing at least every three weeks for 2± years or until the trees are well established.
- **Cost: \$500.00 – \$670.00** (15 gallon @\$12.50 each or 25 gallon @ 16.75 each)

Mulch:

- 4"± of wood chips or shredded bark per tree.
- **Cost: \$0-300** (little or no cost if onsite materials are used as a byproduct of landclearing or up to \$300 (6 yards wood chips @ \$25/yard plus \$150.00 delivery charge).

Tree Protection:

- **Cost: \$350** (tree shelters and netting to discourage small mammal and deer browsing)

Labor:

- **Cost Estimate: \$4,000-5,000** (Variable depending on contractor; however, a general rule of thumb is to roughly double the cost of planting stock)

Total Project Cost (including a material and labor): **\$8,000-9,000**

**Generalized Maintenance Schedule:**

	<i>Timeline</i>		
	At planting	Up to 2 Years	2+ Years
Water	5± gallons/tree	Refill tree irrigation bags every 3 weeks in the absence of adequate rainfall	As needed in times of drought
Mulch	2-4± inches of wood chips	Check in spring and maintain recommended level	Not needed once well-established
Trunk Protection	Install plastic tubing or hardware cloth around trunk/netting	Adjust as necessary to account for tree growth	Not needed/practical to maintain once well-established
Mowing	n/a	Biannually (2X) during the growing season	Every other year
Pruning	n/a	n/a	As needed to control tree height (Canaan fir will grow to a height of 40+ feet; however, trees can be pruned to control height if desired)

**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**

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by City of Portsmouth for the premises located at Fire Station #3, 127 International Drive, Portsmouth, New Hampshire; for minor site and building improvements; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated August 2, 2017, attached hereto and subject further to the Executive Director negotiating and entering into an amendment to the License Agreement with the City made effective July 1, 1998 for the Fire Station for the purpose of incorporating and including the proposed additional parking space as part of said Agreement.

N:\RESOLVES\Resolves\2017\Concept Plan-COP 0817.docx



## MEMORANDUM

To: David R. Mullen, Executive Director  
From: Maria J. Stowell, P.E., Engineering Manager *Maria*  
Date: August 2, 2017  
Subject: 127 International Drive Concept Plan

Attached are concept plans submitted by the City of Portsmouth for minor site and building improvements at Fire Station #3 located at 127 International Drive on the Tradeport. The City would like to:

- increase the size of the vehicle bays by a total of approximately 400 square feet;
- install a new water line from Rye Street to the utility room;
- retrofit the building with a sprinkler system;
- construct a vehicle turn around/emergency parking zone in front of the fire station;
- install a drain and pipe from the rear of the building to an existing swale to the west;
- trim trees and shrubs and remove any interfering with overhead utilities.

Impervious coverage associated with the building vehicle bay expansion will not increase as the expansion will not extend beyond the current roof line. None of the work will have an impact on the intensity of use of the site, and Site Review approval is not required.

With regard to the vehicle turn around/emergency parking zone, you will notice that it is located just outside the fire station premises and within the International Drive right of way. The purpose of this paved zone is to provide an area for visitors to park without blocking the apparatus bay overhead doors. Currently, cars will block the doors creating a safety hazard. PDA rules do not allow on-street parking, however, the proposed configuration is not what one imagines when thinking of traditional on-street parking. For help in interpreting how to apply the PDA rule, I contacted the City Planning Department. We discussed the use - short term, intermittent visitor use at a fire station, buffered from the roadway by a grass island - and agreed that the zone could be constructed without a variance.

Please ask the PDA Board for approval of the proposed exterior improvements to 127 International Drive. The City will also be renovating the building interior.

N:\ENGINEER\Board Memos\2017\127 International Drive concept.docx

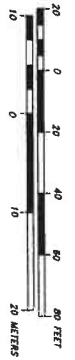
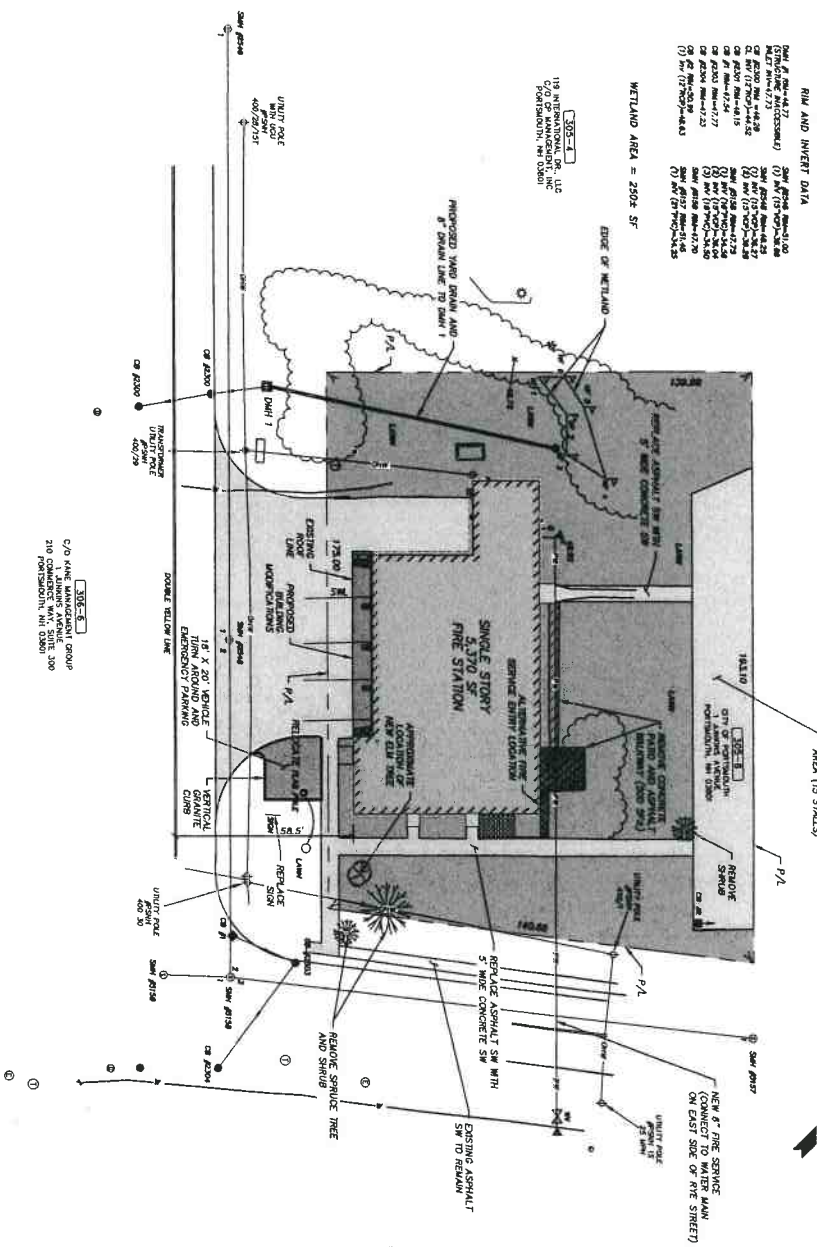
**R/W AND INVERT DATA**

DATE: 08-14-17  
 (1) 17' (17'00")-44.50'  
 (2) 17' (17'00")-44.50'  
 (3) 17' (17'00")-44.50'  
 (4) 17' (17'00")-44.50'  
 (5) 17' (17'00")-44.50'  
 (6) 17' (17'00")-44.50'  
 (7) 17' (17'00")-44.50'  
 (8) 17' (17'00")-44.50'  
 (9) 17' (17'00")-44.50'  
 (10) 17' (17'00")-44.50'

**WETLAND AREA = 2508 SF**

EDGE OF WETLAND

PROPOSED WWD DRAIN AND 8" DRAIN LINE TO DRAIN 1



**LEGEND:**

--- EXISTING ASPHALT

--- PROPOSED ASPHALT

--- PROPOSED WATER LINE

--- WATER VALVE/JOINT RESTRIANT

ISSUED FOR: <b>PDA APPROVAL</b>
ISSUE DATE: <b>AUGUST 3, 2017</b>
REVISIONS: <b>BY DATE</b>
NO. DESCRIPTION: <b>0 17' (17'00")-44.50'</b>
DATE SUBMITTED: <b>08/02/2017</b>
DRAWN BY: <b>EDM</b>
APPROVED BY: <b>481-SRE/CMC</b>
DRAWING FILE: <b>481-SRE/CMC</b>
SCALE: <b>22" x 34" - 1" = 20'</b>
SCALE: <b>11" x 17" - 1" = 40'</b>
OWNER: <b>CITY OF PORTSMOUTH</b>
ADDRESS: <b>170 COURT ST.</b>
CITY: <b>PORTSMOUTH, NH 03801</b>
APPLICANT: <b>H.L. PATTEN CONSTRUCTION</b>
ADDRESS: <b>PO BOX 450</b>
CITY: <b>KITTERY, ME 03904</b>
PROJECT: <b>FIRE STATION 3 RENOVATION AND SITE IMPROVEMENTS</b>
ADDRESS: <b>127 INTERNATIONAL DRIVE</b>
CITY: <b>PORTSMOUTH, NH 03801</b>
TITLE: <b>COLOR SITE PLAN</b>
SHEET NUMBER: <b>C-1</b>

P4783

**PORT ARCHITECTS**  
 959 Islington Street  
 Portsmouth, NH 03801  
 603.765.4441  
 info@portarchitect.com

**OWNER**  
 City of Portsmouth, NH  
 Portsmouth Fire Department  
 175 Coak Street  
 Portsmouth, NH

**STRUCTURAL**  
 JSN Associates, Inc.  
 1 Adams Street  
 Portsmouth, NH

**DATE**  
 Atlas Engineering, Inc.  
 100 Water Street  
 Portsmouth, NH

**REVISION HISTORY**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

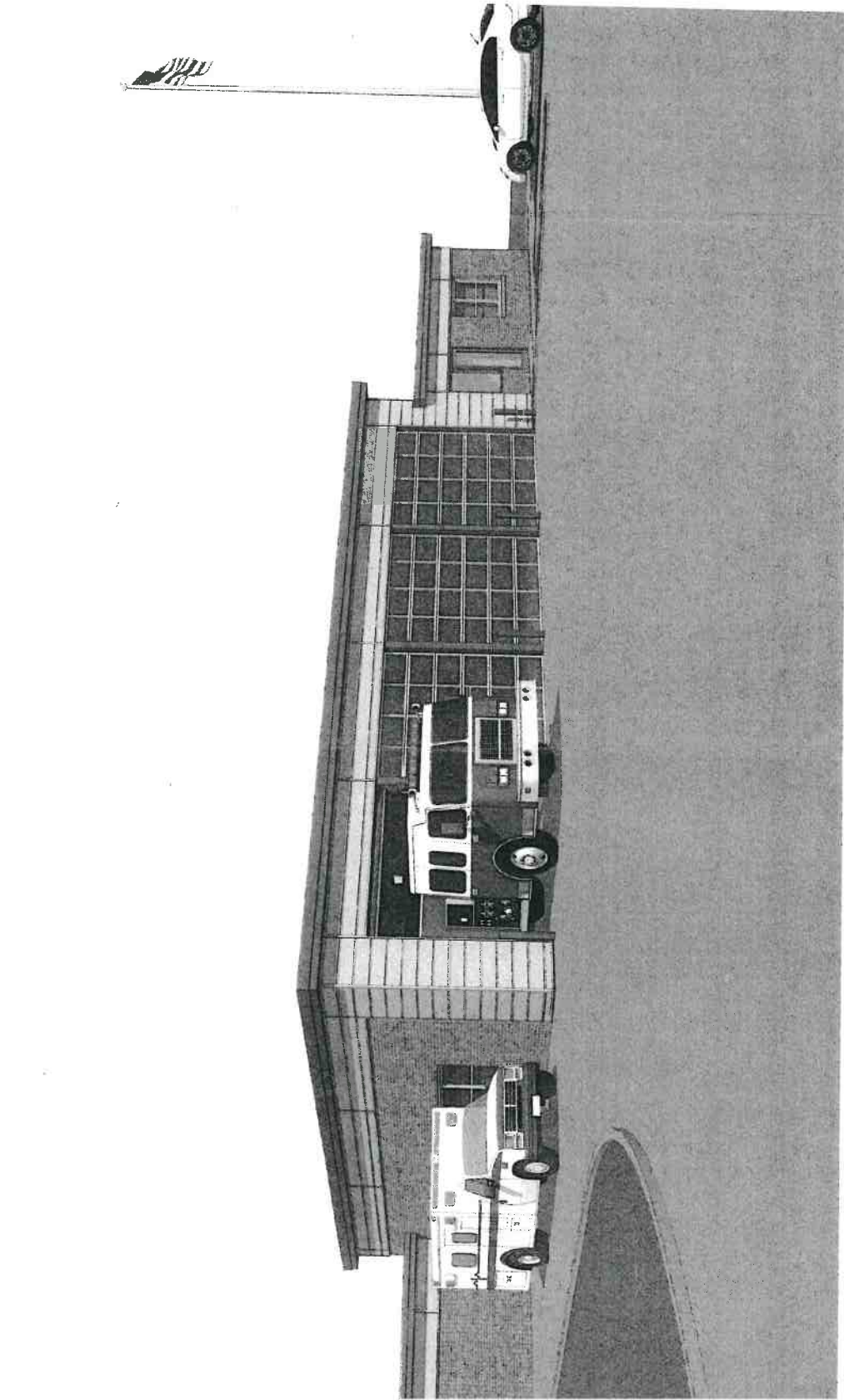
**SCALE**  
 SPATIAL

NOT FOR CONSTRUCTION  
 CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS  
 ON THE JOB. NO REUSE WITHOUT PERMISSION.  
 LOOK UP SHOPS

**PROJECT NAME:**  
**Portsmouth Fire Dept.**  
**FIRE STATION 3**  
**ADDITION / RENOVATIONS**

DRAWING TITLE

**EXTERIOR PERSPECTIVE**





DEVELOPMENT AUTHORITY

55 International Drive, Portsmouth, NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director
RE: Contract Reports
DATE: August 10, 2017

\*\*\*\*\*

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

- 1. Project Name: A-D Archambault Plumbing & Heating, Inc.
PDA Obligation: \$579.00
Board Authority: Vice-Chairman Loughlin
Summary: Installation of additional backflow preventer on the domestic water line to the terminal building at Skyhaven Airport.
2. Project Name: Dell, Inc.
PDA Obligation: \$5,502.73
Board Authority: Vice-Chairman Loughlin
Summary: Purchase of computer upgrade of five computer systems and six computer monitors.
3. Project Name: John Brown & Sons, Inc.
PDA Obligation: Not to exceed \$7,800.00
Board Authority: Vice-Chairman Loughlin
Summary: Provide vegetation removal services at Skyhaven Airport.
4. Project Name: Ransom Consulting, Inc.
PDA Obligation: \$1,800.00
Board Authority: Vice-Chairman Loughlin
Summary: Annual geothermal water quality testing at Pease Golf Course.

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs," PDA entered into the following contract:

- 1. Project Name: Childs HVAC
PDA Obligation: Not to exceed \$10,000.00
Summary: Emergency repair of compressor for ice machine at Portsmouth Fishing Pier

P:\BOARDMTG\2017\Contractrpt 0817.docx



61 Allen Street  
 Rochester, NH 03867-1403  
 Phone 603-335-1800 Fax 603-335-7889  
 www.adplumbing.com

# Proposal

June 20, 2017  
 Summary: PROPOSAL  
 Reference #: 10641-54103  
 Due Date: 6/27/2017

Skyhaven Airport  
 Andrew Pomeroy  
 244 Rochester Hill Road  
 Rochester, NH 03867

**Job Name:**  
 238 Rochester Hill Rd, Rochester, NH  
 BACKFLOW PREVENTION DEVICE  
 INSTALLATION - TERMINAL BLD

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**We Hereby Submit Specifications And Estimates For:**

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Provide and install one Watts lead-free 3/4 inch DCVA (Dual Check Valve Assembly) at the Terminal Building on the service line as required by the State of New Hampshire and City of Rochester.

- Rework water lines as necessary to install the device.
- All pipe, fittings, etc., included as needed.
- Mandated initial testing of the device by a NEWWA-Certified Tester/Inspector is included (\$139 value).
- A copy of the test report will be sent to you and to the City of Rochester Water Department.
- NOTE: Water will need to be shut of for 1-1.5 hours to install the device.

LABOR AND MATERIALS SUPPLIED BY US ARE GUARANTEED TO THE ORIGINAL PURCHASER FOR ONE YEAR FROM DATE OF COMPLETION.

PLEASE INITIAL HERE AP AFTER REVIEWING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PROPOSAL.

TO ACCEPT THIS PROPOSAL AND RESERVE YOUR PLACE ON OUR SCHEDULE, PLEASE SIGN, DATE, AND MAIL OR FAX ONE COPY. THANK YOU!

OUR TECHNICIANS ARE TRAINED, LICENSED, AND INSURED.

579.00

<b>Subtotal</b>	<b>Total</b>
579.00	\$579.00

**Payment to be made as follows:**

50% Due with Signed Proposal, Balance Due Upon Completion of Work.

I/We the undersigned accept this proposal and agree to all terms as outlined on the reverse side of this proposal.

*[Handwritten Signature]*

Authorized Signature *[Handwritten Signature]* Acceptance Signature *[Handwritten Signature]* Date 6/21/17

Terms and Conditions of doing business with A-D Archambault Plumbing & Heating Inc.:

All material supplied by A-D Archambault Plumbing & Heating Inc. is guaranteed to be as specified. This proposal/contract may be withdrawn by us if not accepted within 30 days.

Unless otherwise specified in this proposal, the terms of payment are 50 percent due when the proposal is signed and the balance is due the day the project is completed.

A \$3.00 processing fee and a finance charge of 2% per month (24% per annum) will be charged on unpaid balances. Customer agrees to pay the costs of collection, including attorney fees if warranted.

Returned checks are processed electronically for the check amount and the maximum state allowed fees.

Unless otherwise specified in this proposal, when the Customer or General Contractor/Builder creates a delay to the natural order of the agreed upon work, the total proposal amount is due and payable within 180 days after the original job start date.

Any requirement by the Customer or General Contractor/Builder to be listed as an additional insured on A-D Archambault Plumbing & Heating, Inc.'s Certificate of Liability Policy may result in an additional fee.

Compliance with the International Energy Conservation Code is the responsibility of the General Contractor/Builder and/or Owner.

Pipe insulation is not included in this proposal unless otherwise stated.

The Customer and/or General Contractor/Builder must supply adequate water pressure (PSI) at the pump tank or water service to supply the number of fixtures served. If a booster pump or other means is necessary to achieve the code required water pressure, there will be an additional charge. If additional fixtures are added to an existing system and the code official requires the water distribution piping size to be increased, then an additional charge will apply.

The Customer agrees to reimburse A-D Archambault Plumbing & Heating, Inc. for any fees, permits, taxes, charges, etc. of any kind required by the Town, City, County, or State which are incurred as a result of performing work as outlined in this proposal.

If an additional contract/agreement/proposal is signed regarding the project outlined in this proposal which creates a conflict of any kind, it is understood that A-D Archambault Plumbing & Heating, Inc.'s proposal will be preeminent.

The Customer agrees that if electrical power is not available and accessible within 100 feet of the project described in this proposal, A-D Archambault Plumbing & Heating, Inc. will provide a generator at a cost of \$50.00 for each day or partial day as needed.

Unless otherwise specified in this proposal, fire blocking/fire caulking is the responsibility of the General Contractor/Builder and/or owner.

Unless otherwise specified in this proposal, it is assumed that basements are unfinished and plumbing, heating, drain, waste and vent piping will be clipped or hung to the bottom of the first floor joists. If it is necessary to drill the joists and/or keep the piping up in the bays, then additional charges for labor and materials will apply.

Unless otherwise specified in the proposal, it is assumed that any boilers, furnaces, or water heaters to be installed by us will be located within 5 feet of the chimney or wall used to vent the unit. If this distance is exceeded, additional charges for labor and materials will apply.

Unless otherwise specified in the proposal, it is assumed that any oil tanks to be installed by us will be located within 5 feet of the outside wall used to vent and fill the tank. If this distance is exceeded, additional charges for labor and materials will apply.

If we have to drill through concrete to install a power vent system for a boiler or furnace, an additional charge of \$200.00 will apply. In new construction this could be avoided if a 7 inch thimble is installed prior to pouring the concrete wall. Please consult us regarding the thimble (power vent) location, as it must meet clearances mandated by code.

If the Customer and/or General Contractor/Builder is providing fixtures and/or faucets and if the aforementioned fixtures and/or faucets are broken or missing parts or not present at the project location and this results in a loss of time that we would have been spent satisfying the proposal, an additional labor charge will apply.

If any extra trips are necessary in order for us to satisfy the proposal due to the fact that fixtures, faucets, appurtenances, or any other item which is to be provided by the Customer and/or General Contractor/Builder is not available when we arrive to install it, an additional charge will apply.

It is also understood that fixtures and/or faucets provided by the Customer and/or General Contractor/Builder have no warranty of any kind from A-D Archambault Plumbing & Heating, Inc.

Unless otherwise specified in this proposal, all labor and materials provided by A-D Archambault Plumbing & Heating, Inc. are guaranteed for a period of one year from the date of installation provided that payment in full has been received in a timely manner.

Any alteration or deviation from the specifications in this proposal must be done in writing and signed, and may result in an extra charge over and above the original proposal.

## Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 7050 SFF	5	\$897.36	\$4,486.80
Dell 22 Monitor - P2217H	6	\$149.49	\$896.94
Dell Dual Monitor Stand - MDS14A	1	\$118.99	\$118.99
DBC as low as \$166.00 / month^			
			<b>Subtotal:</b> \$5,502.73
			<b>Shipping:</b> \$0.00
			<b>Environmental Fees:</b> \$0.00
			<b>Non-Taxable Amount:</b> \$5,502.73
			<b>Taxable Amount:</b> \$0.00
			<b>Estimated Tax:</b> \$0.00
			<b>Total:</b> <del>\$5,502.73</del>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

*Computer upgrade*

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Paul Itsede

Order this quote easily online through your [Premier page](#),  
or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> JESSICA PATTERSON	<b>Shipping phone:</b> (603) 766-9290	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 55 INTL DR PORTSMOUTH NH 03801 US
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SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	5	\$897.36	\$4,486.80
<b>Estimated Delivery Date: Jul. 14 - Jul. 18, 2017</b>				
<b>Contract Code: WN22AGW</b>				
<b>Customer Agreement No: -8001863</b>				
338-BHUF	Intel Core i5-6500 (QC/6MB/4T/3.2GHz/65W); supports Windows 7/8.1/10/Linux	5	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	5	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	5	-	-
329-BDHJ	OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	5	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	5	-	-
370-ADJU	8GB (1x8GB) 2400MHz DDR4 Memory	5	-	-
631-ABGH	No Out-of-Band Systems Management	5	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	5	-	-
401-AANH	2nd Hard Drive: not included	5	-	-
631-ABGL	Intel Ready Mode Technology	5	-	-
817-BBBN	NO RAID	5	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	5	-	-
429-AAJV	Tray Loading Dual Layer DVD Burner	5	-	-
632-BBBJ	CMS Software not included	5	-	-
555-BBKH	No Bcom required	5	-	-
555-BBFO	No Wireless	5	-	-
385-BBCR	No Media Card Reader	5	-	-



580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	5	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	5	-	-
634-BENZ	No DDP ESS Software	5	-	-
954-3465	No DDPE Encryption Software	5	-	-
817-BBBB	No FGA	5	-	-
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	5	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	5	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	5	-	-
340-ABJI	No Diagnostic/Recovery CD media	5	-	-
422-0052	SW,MY-DELL,CRRS	5	-	-
640-BBDF	Adobe Reader 11	5	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	5	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	5	-	-
658-BBRB	Waves Maxx Audio	5	-	-
658-BCUV	Dell Developed Recovery Environment	5	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	5	-	-
332-1286	US Order	5	-	-
340-ABKW	No Quick Reference Guide	5	-	-
461-AABF	No CompuTrace	5	-	-
329-BBJL	TPM Enabled	5	-	-
575-BBBI	No Integrated Stand option	5	-	-
470-AAJL	NO ADAPTER	5	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	5	-	-
620-AALW	OS-Windows Media Not Included	5	-	-
340-BKFK	Ship Material for Opti 5050 SFF	5	-	-
389-BBUU	Shipping Label for DAO	5	-	-
461-AABV	No Accessories	5	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	5	-	-
389-BCGW	No UPC Label	5	-	-
555-BBFO	No Wireless	5	-	-
389-BHIB	Intel(R) Core(TM) i5 Label	5	-	-
817-BBBC	Not selected in this configuration	5	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	5	-	-
812-3894	ProSupport: 7x24 Technical Support, 3 Years	5	-	-
812-3908	ProSupport: Next Business Day Onsite 3 Years	5	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	5	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	6	\$149.49	\$896.94

Estimated Delivery Date: Jul. 7 - Jul. 11, 2017

Contract Code: WN22AGW

**Customer Agreement No: -8001863**

210-AIIF	Dell 22 Monitor - P2217H	6	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	6	-	-
806-2763	Dell Limited Hardware Warranty	6	-	-

SKU	Description	Qty	Unit Price	Subtotal
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	Dell Dual Monitor Stand - MDS14A	1	\$118.99	\$118.99
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Estimated Delivery Date: Jul. 7 - Jul. 11, 2017

Contract Code: WN22AGW

**Customer Agreement No: -8001863**

332-1236	Dell MDS14 Dual Monitor Stand, Customer Install	1	-	-
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<b>Subtotal:</b>	\$5,502.73
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$5,502.73</b>

AGREEMENT TO PROVIDE VEGETATION REMOVAL SERVICES

THIS AGREEMENT, made effective this July 20, 2017 between the PEASE DEVELOPMENT AUTHORITY ("PDA" or "Owner"), an agency of the State of New Hampshire established pursuant to N.H. RSA 12-G:1 et. seq. with a principal place of business at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire 03801 and John Brown & Sons, Inc. of 14 B & B Lane, Sawyer Industrial Park, Weare, NH 03281 ("Contractor").

WITNESSETH: That for and in consideration of the agreements hereinafter mentioned:

1. The Contractor will provide vegetation removal services to Pease Development Authority, in Rochester, NH in accordance with the PDA's specifications and the Contractor's proposal which meet or exceed the requirements of the Contract Documents, as that term is defined in Section 4 of this Agreement to Provide Uniform Services (the "Agreement").

2. The Contractor will commence work on July \_\_, 2017 and complete services under the Agreement over a period of four (4) days and in accordance with the proposal.

3. The Contractor agrees to comply with the terms of the Agreement and to perform all of the work described in the Contract Documents for a price of \$1,950 per day or for a total price not to exceed \$7,800.00 (the "contract amount").

4. The term "Contract Documents" means and includes the following:

- (A) PDA's specifications;
- (B) Contractor's proposal;
- (C) Agreement; and
- (D) Contractor's Insurance Certificate(s)

5. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, supervision and other items and services necessary for the provision of its services, except as otherwise set forth in the Contract Documents.

6. PDA agrees to make payments on invoices within 30 days of receipt.

7. This Agreement is not assignable by the Contractor and any attempt at assignment is void.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement shall be construed according to the laws of the State of New Hampshire. This Agreement shall not be amended or modified except by an agreement in writing signed by the parties.

10. Insurance.

a. The Contractor agrees to take out and maintain during the term of this Agreement at its expense adequate insurance coverage with an insurance company or companies acceptable to the Owner to cover the liability accepted by the Contractor in the indemnity provisions of this Agreement unless otherwise agreed including but not limited to:

(1) comprehensive general liability insurance, including but not limited to general operation and completed operations liability insurance and vendor's coverage, on an occurrence basis, against claims for bodily injury, death or property damage arising from or out of the performance of this Agreement to a limit of not less than \$2,000,000 each occurrence, \$2,000,000 per project aggregate, with no deductible or such deductible amount as may be approved by the Owner;

(2) workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of State and Federal law and which specifically covers all personnel performing work under the Contract (state law exclusion coverage for proprietors, partners or executive officers not permitted);

(3) automobile liability insurance in an amount not less than \$1,000,000 combined single limit against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Contractor or any insured or underinsured person or organization or involving any owned, non-owned, leased or hired automotive equipment in connection with the Contractor's activities; and

A sample certificate of insurance and memorandum outlining the requirements of insurance coverage is attached to this Agreement.

b. All such policies of insurance shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Agreement, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by the Owner which approval shall not be withheld unreasonably. All such policies of insurance (other than workers' compensation insurance) shall name the Owner as an additional insured. All such policies of insurance shall contain a description of the Agreement. Upon the execution of this Agreement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy pursuant to this clause) a certificate of insurance, which delineates requisite coverages, reasonably satisfactory to the Owner bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to the Owner of such payment shall be delivered by the Contractor to the Owner.

c. Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of Contractor, or any employee, officer or agent of the Contractor which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice by registered mail to the Owner, (iii) provide that the insurer shall have no right of subrogation against Owner, and (iv) provide that the insurance carried by the Contractor shall be primary and non-contributing

with respect to any insurance coverage carried by the PDA.

d. The Contractor shall observe and comply with the requirements of all policies of insurance at any time in force with respect to this Agreement and shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to the Owner shall be willing to write or to continue such insurance.

e. The Contractor shall either (i) require each of its subcontractors to procure and to maintain during the life of said subcontract the type and amounts of insurance specified above or (ii) insure the activities of its subcontractor in the Contractor's policy.

#### 11. Indemnification

The Contractor shall indemnify, hold harmless and defend the Owner, its officers, board members, agents and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnites or any one of the Indemnites by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnites or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnites or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the Owner as an agency of the State of New Hampshire which is hereby reserved to the Owner.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnites incur costs or liabilities described above.

**12. Default and Termination.**

If the Contractor:

- a. fails to begin work under this Agreement within the time specified in the notice to proceed;
- b. fails to perform the work with sufficient workers and equipment or with sufficient materials to assume prompt completion of said work;
- c. performs the work unsuitably, or neglects or refuses to remove material or to perform anew such work as may be rejected as unacceptable or unsuitable;
- d. discontinues the prosecution of the work;
- e. fails to resume work which has been discontinued, within a reasonable time after notice to do so;
- f. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. makes an assignment for the benefit of creditors; or
- h. for any other cause whatsoever, fails to carry on the work in an acceptable manner,

the Owner will give notice in writing to the Contractor for such delay, neglect or default. If the Contractor does not proceed in accordance with said notice, then the Owner will, upon written notification from its Representative of the fact of such delay, neglect or default

and the Contractor's failure to comply with such notice, have full power and authority without violating this Agreement, to take the delivery of services out of the hands of the Contractor. The Owner may enter into an agreement for the completion of this Agreement according to the terms and conditions hereof, or use such other methods as in its opinion will be required for the completion of said Agreement in an acceptable manner.

**13. Termination Without Fault.**

Notwithstanding the default provisions of Section 12, the Owner, for any cause, including but not limited to an order of any federal authority or petition of the Contractor due to circumstances beyond its control, may by written notice to the Contractor terminate this Agreement or any portion thereof subject to condition (a) provided below.

Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Owner hereunder, including the continuance of payments (if applicable), are contingent upon the availability and continued appropriation of State funds, and in no event shall Owner be liable for payments hereunder in excess of such available or appropriated funds.

14. All contractors, vendors, entities or persons doing business with PDA must comply with applicable Federal and State laws including, but not limited to, Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, effective on the date first above written.

Pease Development Authority

By: \_\_\_\_\_  
David R. Mullen, Executive Director

Date: \_\_\_\_\_

John Brown & Sons, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



John Brown & Sons, Inc.  
*Mowing Division*  
14 B&B Lane, Sawyer Industrial Park  
Weare, New Hampshire 03281



Email to:

[m.mates@peasedev.org](mailto:m.mates@peasedev.org)

Attn: Michael Mates  
Pease Development Authority  
Portsmouth NH

July 17, 2017

RE: Easement Restoration – Bucket Work and Bronto Mowing / Clearing.

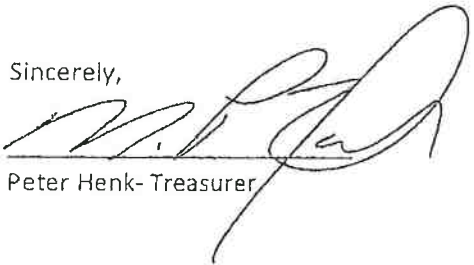
John Brown & Sons will initially provide a 2 man off road skidder bucket crew to perform removals and trimming of the right of way to square of the easement as needed. We estimate two days with this crew to perform this phase of the easement restoration work.

John Brown & Sons will supply a Brontosaurus track mower, and an extra chainsaw operator to follow up the bucket work to mow and clear the right of way floor back to the existing poles. We also estimate two days to complete the work with this crew.

John Brown & Sons will charge a daily rate of \$1,950.00 per day per crew to complete all aspects of this work. There is no charge to move in or out.

If you have any questions please call Steve at 603-533-9883.

Sincerely,

  
Peter Henk- Treasurer

Tel.: (603) 529-7974 \* 1-888-227-6686 \* Fax (603) 529-7976  
[www.brownbronto.com](http://www.brownbronto.com)



Consulting  
Engineers  
and Scientists

July 19, 2017

Project 101.05023.005.07

Mike Mates, P.E.  
Pease Development Authority  
55 International Drive  
Portsmouth, New Hampshire 03801

RE: Scope of Work and Cost Estimate  
Annual Water Quality Sampling 2017  
Class V Geo-exchange Injection Wells  
PDA Club House (DES Site #200912066, Underground Injection Control Project #23163)  
200 Grafton Drive  
Portsmouth, New Hampshire

Dear Mr. Mates:

Ransom Consulting, Inc. (Ransom) is pleased to present this scope of work and cost estimate to the Pease Development Authority (PDA) to provide annual water quality sampling and reporting in compliance with the Underground Injection Registration – Geothermal ICI (5A7). In August of each year, the New Hampshire Department of Environmental Service (NH DES) requires annual analysis of one sample of groundwater withdrawn from the subsurface, and one sample of wastewater to be re-injected into the ground, from the in-line taps associated with the open loop geothermal system in use at the PDA Club House.

This scope of work is based on the monitoring requirements specified in a letter to Maria Stowell, PDA, from Mitchell Locker, P. G., NH DES Drinking Water & Groundwater Bureau, dated February 24, 2010.

## BACKGROUND

Background sampling was conducted by the PDA in March and April 2010, and the first annual water quality monitoring round was conducted in August 2010. The above-referenced letter specifies the analytical parameters required for the background and subsequent annual analyses; and a specific analytical suite is not available for the specific refrigerants used in the system. Therefore, as noted in the above-referenced letter and discussed with Mitch Locker on July 21, 2010, United States Environmental Protection Agency (U.S. EPA) Method 8260B will be used to analyze for volatile organic compounds (VOCs) to assess the presence of refrigerant.

## SCOPE OF WORK

Ransom will perform the following tasks to comply with the Underground Injection Registration.

Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490, Fax (603) 436-6037  
400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891  
12 Kent Way, Suite 100, Byfield, Massachusetts 01922-1221, Tel (978) 465-1822  
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160  
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090

[www.ransomenv.com](http://www.ransomenv.com)

Mike Mates, P.E.  
Pease Development Authority

### Task 1 – Sample Collection and Analysis

Ransom will collect one sample of groundwater withdrawn and one sample of water to be injected (return water) in the subsurface from two in-line sampling taps installed in the geo-exchange system. The sampling will be coordinated with PDA personnel, as appropriate, to ensure access and sample collection from the appropriate locations.

Prior to mobilizing to the Site, Ransom will contract with a New Hampshire-certified laboratory to provide pre-preserved, pre-labeled sample jars. Ransom will perform calibration checks on the handheld meter to be used for measurement of pH and temperature in the field just prior to leaving for the field.

In conjunction with collecting samples for laboratory analysis, Ransom will record the temperature and pH of the water samples in the field by collecting a sample in laboratory-prepared glassware and using a handheld meter. Duplicate pH and temperature readings will be recorded to verify the validity of the field measurements.

Ransom will then collect water samples from each sampling tap. The samples collected for metals analysis will be filtered in the field by Ransom. Ransom will also collect one trip blank for analysis of VOCs; however, the trip blank will **not** be analyzed (and therefore has not been included in the budget) unless VOCs are reported as present in the water samples submitted for analysis. All samples will be stored on ice or refrigerated until processing by the laboratory.

In addition to the field parameters of temperature and pH, the groundwater and return water samples will be analyzed in the laboratory for the following:

1. Dissolved metals (aluminum, arsenic, barium, beryllium, cadmium, chromium, copper, iron, lead, manganese, mercury, nickel, selenium, silver, and zinc);
2. Dissolved uranium;
3. Total dissolved solids; and
4. VOCs by U.S. EPA Method 8260B.

For the purpose of this cost estimate, Ransom has assumed that one sampling event will be performed in August. We have estimated the analytical costs based on a price quotation from Alpha Analytical, Inc., (Alpha) of Westborough, Massachusetts. Alpha will subcontract with Granite State Analytical Services LLC in Derry, New Hampshire to perform the analysis for dissolved uranium.

### Task 2 – Reporting

Ransom will prepare a brief letter report with a summary of the results and attached copies of the field log and analytical reports. A draft letter report will be transmitted electronically to you for review and comment within two weeks of receipt of the laboratory report(s). With PDA approval, a final letter report can be uploaded to the NH DES database or electronically transmitted to Mitch Locker at NH DES on your behalf.



Mike Mates, P.E.  
Pease Development Authority

## PROJECT COST

Project costs will be incurred on a time-and-materials basis, in accordance with the *Agreement for Civil/Environmental Engineering Services (Agreement)* originally executed on June 25, 2010. Ransom will submit the invoice, by the 20<sup>th</sup> day of each month for the previous month's activities. The invoice will include a status letter that will summarize the activities completed during the previous month.

Based upon the sampling conditions, Ransom estimates the cost for the August sampling and reporting event to be \$1,801.

The cost estimates for Tasks 1 and 2 are as follows:

Task	Description	Ransom Fees	Laboratory Fees
Task 1	Sample Collection and Analysis (per event)	\$525	\$856
Task 2	Reporting (per event)	\$420	---
<i>Event Subtotals</i>		\$945	\$856
<b>TOTAL ESTIMATED COST (per event)</b>		<b>\$1,801</b>	

## NOTES:

1. Sampling costs are estimated based on one field personnel.
2. Laboratory costs are based on a quote from Alpha Analytical, Inc. (#20160973) with a 5 working-day turnaround time for all but the uranium analyses. Alpha will use a subcontract laboratory (Granite State Analytical, LLC) to perform the analysis for uranium. The turnaround time will be extended to allow for shipment of the sample.
3. The cost does not include analysis of a trip blank for VOCs. If analyses of a trip blank is required because of reported VOCs in the water samples, the additional cost will be \$96.

## SCHEDULE

As required by the Underground Injection Registration, the samples will be collect in August at a time to be coordinated with the PDA. Reporting will be completed within two weeks of receipt of analytical results.

## ORGANIZATION

Steven F. Rickerich, P. G. will serve as your on-site contact and will coordinate this sampling with Ransom field staff and handle contractual matters. Please feel free to contact Steve if you have questions.

## BILLING AND PAYMENT OPTIONS

Ransom will send invoices electronically to the email address you provide. If you prefer to receive paper invoices by mail, please check the "Opt Out" option below.



Mike Mates, P.E.  
Pease Development Authority

Ransom is pleased to have the opportunity to continue to work with the PDA. If you have any questions regarding the scope of work, please feel free to call Steve.

Sincerely,

RANSOM CONSULTING, INC.



Bonnie Best  
Project Scientist



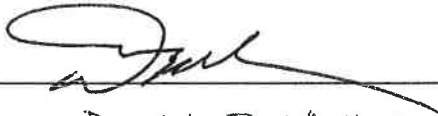
Steven F. Rickerich, P.G.  
2017.07.19 15:15:44 -04'00'

Steve Rickerich, P.G.  
Project Manager, Vice President

BAB/SFR:jar

**APPROVED AND ACCEPTED BY PEASE DEVELOPMENT AUTHORITY:**

Signature: \_\_\_\_\_



Name (print or type): David R. Mullen

Title: Executive Director

Date: 7/20/17

# Proposal

To Reader Call (603) 642-8282

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

**CHILDS HVAC**  
P.O. Box 804  
PLAISTOW, NEW HAMPSHIRE 03865  
(603) 642-7462 FAX (603) 642-5130

PROPOSAL SUBMITTED TO <i>Phase Development</i>	PHONE	DATE <i>7-7-13</i>
STREET	JOB NAME	
CITY STATE AND ZIP CODE <i>Portsmouth NH</i>	JOB LOCATION <i>ICE machine</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

**We Propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_ dollars (\$)  
*The agreed amount to get compressor*  
*remained due upon start up.*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications bearing involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Robert Child*  
Note: The proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for: *Removal of old ice machine compressor and installation of new compressor will connect all wiring and piping to unit leak test and start unit and defrost if needed. will use crane to move units price will not exceed \$10,000.00 includes parts labor and frozen*

MOTION

Director Lamson:

The PDA Board of Directors approves of and authorizes the Executive Director to enter into a contract with ManagerPlus+ for the work order management software in the initial amount of \$10,214.00; all in accordance with the memorandum from Irv Canner, Director of Finance, dated August 2, 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. PDA's prior working knowledge base of the ManagerPlus+ software; and
2. User friendliness and the platform accessibility; all which will accelerate the implementation process.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\Resolves\2017\ManagerPlus 0817.docx

**Date:** August 2, 2017

**To:** Dave Mullen- Executive Director



**From:** Irv Canner- Director of Finance



**RE:** ManagerPlus+ Software

Consistent with our previous discussions, and PDA's goal of becoming more efficient and streamlined overall, we have evaluated the continued use of the Great Plains software specific to work order management. Currently, the steps required to enter, track and pull reporting data require duplication of work and the use of additional programs such as Excel spreadsheets, due to limitations within the Great Plains work order management module. Labor hours require hourly or daily entry instead of one bulk job entry, creating time-consuming data-entry work for admin, managers and employees. Vehicle and equipment data, such as parts cost and repair history, is unable to be stored and is currently tracked manually. Working jointly with representatives from both the PDA Airport and Maintenance groups, we have determined that ManagerPlus+ cloud based software, which was the platform in use prior to the adoption of the Great Plains software, is the preferred choice going forward.

During the past several months, the PDA Airport and Maintenance Groups have had several workshops and hands-on demonstrations to validate that ManagerPlus+ is able to efficiently perform the functions identified by staff as most time-consuming and/or duplicative, including:

- The ability to not only charge daily labor hours to individual work activities, but to also track maintenance and inspection schedules, and maintain proper inventory levels while also capturing cost and repair information to vehicles and equipment.
- Elimination of labor intensive, duplicative data entry to/from Excel spreadsheets.
- The ability for management to pull reports directly from ManagerPlus+ instead of taking the additional, time-consuming step of requesting data in Excel from Finance.
- Access to data through mobile devices including tablets and cell phones, allowing real-time data to be entered in the field;
- Ease of use- minimized number of key strokes / screens.

The cost of transition has been budgeted in FY 2018 which includes one-time implementation and training costs of \$5,990 and an annual licensing cost of \$4,224. The proposed agreement provides for a 36 month subscription. Off-setting the annual licensing costs would be the discontinuance of the Great Plains work order management module at a cost of \$1,750.

It should be noted, that the Great Plains software will still serve as the base platform to support all PDA accounting and financial reporting requirements.

Accordingly, please present this request to the PDA Board of Director's at their scheduled August 10, 2017 meeting for their review and approval. At your convenience, I would be pleased to address any questions or need for supplemental information that you might have.

Cc: Paul Brean

## Memorandum

**To:** Andrew Pomeroy, Airport Operations Manager

**From:** Sandra McDonough, Airport Operations Specialist *sm*

**Date:** 8/3/2017

**Subj:** Noise Report for June 2017

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The Portsmouth International Airport at Pease received a total of 66 noise inquiries in June, 2017. There were 45 rotor, 20 fixed wing and one combination of both fixed wing and rotor wing.

The 45 rotor wing inquiries originated from five Portsmouth residences and one Kittery Point residence. One Portsmouth resident was responsible for 36 of the 46 inquiries. All but one of the calls were pertaining to Seacoast Helicopters.

The 20 fixed wing inquiries originated mostly from one residence in Newmarket with 17 calls. The other three calls were from Durham and Portsmouth all pertaining to a non-based C5 training in the area.

The one combination of fixed wing and rotor wing was from a resident of Rye.

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



# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	6/2/2017	13:06	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter	Individual has indicated in the past that a call back is unnecessary.
2	6/3/2017	11:57	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter, no transponder	Individual has indicated in the past that a call back is unnecessary.
3	6/3/2017	16:46	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house, no transponder, usual course, lower than usual.	Individual has indicated in the past that a call back is unnecessary.
4	6/7/2017	14:51	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 825'	Individual has indicated in the past that a call back is unnecessary.
5	6/7/2017	15:19	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR, altitude 825'	Individual has indicated in the past that a call back is unnecessary.
6	6/7/2017	16:03	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
7	6/8/2017	15:21	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 875'	Individual has indicated in the past that a call back is unnecessary.
8	6/9/2017	12:02	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house	Individual has indicated in the past that a call back is unnecessary.
9	6/10/2017	11:05	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
10	6/10/2017 10:20	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, two passes	Individual has indicated in the past that a call back is unnecessary.
11	6/10/2017 9:58	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
12	6/10/2017 10:25	128 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Flying too low too loud. I've noticed increasingly they are turning off their transponders when they choose to fly low.	Left message 6/13. No response.
13	6/10/2017 10:25	134 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Helicopter flying too low as usual without his transponder on ...	McDonough spoke with the Portsmouth resident and explained that just because you can't see the helicopters altitude on the website, it doesn't mean they don't have a transponder. Certain aircraft have this technology installed and others do not.
14	6/11/2017 11:20	124 New Castle Avenue Portsmouth, NH 03801-	Based	Robinson helicopters	Emailed: Low-flying red helicopter over property. Continued throughout afternoon: est 11:20, 11:40, 11:55, 12:40 and flyover at 1:54 was particularly low, causing 'vibration'. Another pass at est. 2:40 pm	Left message 6/13. No response.
15	6/11/2017 14:10	128 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Incessant flights over our house today much louder than before. I believe they are deliberately trying to avoid monitoring of their low flying by turning off transponders. Please check via Pease tower.	Left message 6/13. No response.
16	6/11/2017 12:00	196 Ruth Street Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Unbearable today, I the the red helicopter Was going to land in my yard several times today. He/she has no regard for the people below them. What an inconsiderable son of a gun. I truly believe in KARMA	McDonough spoke with the caller who is upset with the noise the helicopter makes when it turns and feels it is unsafe at the altitude in which it flies. The helicopter company is following the rules set forth by the FAA.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
17	6/12/2017 16:40	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Larger helicopter directly over my house, R-66?	Individual has indicated in the past that a call back is unnecessary.
18	6/13/2017 21:58	178 Bayview Newmarket, NH 03857-	Based	K35R	I'm calling with another aircraft problem still comming over and disturbing and causing problems and again the rapid fire attacking from the aircraft. It is very very disturbing and it really sets forth a need for a safety plan for the crash. And you don't have anything like that so part of the purpose of this, given every few minutes you have anotherplane attacking the neighborhood. It is going to be very, very serious when the catstrophy does happen. Thank you.	Caller has been contacted in the past about her concerns.
19	6/13/2017 10:22	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT = N219CR directly over my house	Individual has indicated in the past that a call back is unnecessary.
20	6/13/2017 13:06	188 Bayview Newmarket, NH 03857-	Unknown		Good afternoon. At about 1:06 I had a jet flying in a southerly direction over my house on the Newmarket/Durham town line. It was multiple passes at a low level altitude and I wanted to bring it to your attention. This is not the first time, you may recall my wife and I put in numerous calls of low flying aircraft.....the rest of the recording is muffled and unable to decipher.	Caller has been contacted in the past about his concerns.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
21	6/13/2017	19:33	178 Bayview Newmarket, NH 03857-		K35R	<p>There has been an attack all day long from aircraft coming from Pease, in close proximity, extremely dangerous to my property, my family and my friends. My life is being ruined. This is absolutely inexcusable. This is just a non stop barrage. There is no plan in place to protect the people. And we all know that it is inevitable that you're going to have a catastrophic crash at some point in time and because it is clearly in the pattern it is clear that they are using my property we are the most likely candidates for the death and the damage and the ruination. Please see that these planes stop immediately, coming over my property. I don't care what height it is, just keep them away from my property. You're ruining my life. Make sure you tell the company who owns those planes, that's from me and that we will see them in court. Then they can locate somewhere else cause they won't be able to afford to stay here anymore after they lose.</p>	<p>Caller has been contacted in the past about her concerns.</p>
22	6/13/2017	19:53	178 Bayview Newmarket, NH 03857-		K35R	<p>Another aircraft, stratotanker, you're just making my life a living hell. All of you. There is absolutely no reason for this to be going on. I live in fear of the loss of my life, those I love. You are absolutely unprepared for an emergency and a crash. It is without doubt, inevitable it will happen. You are targeting my property. I feel it's that safe. You are deliberately targeting it. Go someplace else and just put an end to this. Thank you.</p>	<p>Caller has been contacted in the past about her concerns.</p>

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
23	6/13/2017	20:09	178 Bayview Newmarket, NH 03857-	Based	K35R	Yes I am calling about another dangerous aircraft situation has emanated from Pease. It endangers everyones life in this area. It is zone a residential area. It is not zoned airport and an airport is not authorized here. There are certianly questions irrespective of airspace whether or not you are engaging in an illegal act. And we also have again, the very dangerous life safety issue when the calamity does happen, people will be harmed, property will be damaged and lives very well may be lost. Please log this in so when it does happen my end mission is that people are criminally prociuted for failure to prevent the foreseeable disaster. Thank you.	Caller has been contacted in the past about her concerns.
24	6/13/2017	21:49	178 Bayview Newmarket, NH 03857-	Based	K35R	Another aircraft came overhead again and a really important part about this is that with a night rescue and night ops when the disaster does happen it is going to be a lot worse. So I want to log this in in anticipation of a catistophic, unfortunate event that will definitely happen and at nighttime it is going to be a lot worse. Thank you. Bye-bye.	Caller has been contacted in the past about her concerns.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
25	6/14/2017	18:58	188 Bayview Newmarket, NH 03857-	Based		<p>OK. It's now 6:58 and another minute ago at 6:57 I was standing out in my yard. I have been registering some noise complaints lately because so many stratotankers are overflying my house but this one is a record. I had a stratotanker at 6:57, going from south to north, about less than 150 feet over my house. Your line says you will get a return call. I need a return call on this. It was going on all day yesterday and today it's June 13th. Yesterday the 12th we had stratotankers right up to dark doing all kinds of stuff. They were doing touch and goes and running all around the area. But this one, just went over my house at 125 feet maybe 130 feet or less. It's hard to tell when he is that close to you. So we need to talk so please give me a call back. You have not returned any calls back to me and I don't believe you have returned any calls back to my wife. This has been going on for years but the recent stratotankers recently have really been getting out of control. If I don't here back from you in the next few days I will be do something else. I have spoke to Sandy a few years ago but I don't have anyone returning my calls on this. I want this on the record as well. Nobody is returning the calls and you now have stratotankers perching 100 feet over my house.</p>	<p>McDonough spoke with the Newmarket resident 6/14 and discussed the aircraft which he thinks is at 150' above his home. McDonough followed up with ATCT and the Supervisor indicated that they are flying at published altitudes. The caller wants the PDA to give him permission to by a altitude detector to see the altitude because he does not believe ATCT.</p>
26	6/15/2017	9:23	268 Brackett Road Rye, NH 03870	Comb Based and NB	PC12, turbo helicopter	<p>I live behind Odiorne Point. I had 2 aircraft flying well below 500 feet over my property and doing circles. One is a fixed-wing that was blue and white. The other one was a dark blue or black turbine helicopter. They seem to be doing some kind of maneuvers or whatever. I'm not sure exactly what but the fact they are doing it over a densely populated area is disturbing.</p>	<p>McDonough spoke with the caller. PlaneSense was doing a photo shoot by the mouth of the river. Over the water aircraft can fly very low.</p>

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
27	6/15/2017 14:45	75 Mark Street Portsmouth, NH 03801-	Based	R44	Emailed: N219CR Robinson below 700 feet	Individual has indicated in the past that a call back is unnecessary.
28	6/16/2017 12:09	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 800'	Individual has indicated in the past that a call back is unnecessary.
29	6/17/2017 16:15	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR again, altitude 900'	Individual has indicated in the past that a call back is unnecessary.
30	6/18/2017 15:13	196 Ruth Street Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Helicopter sounds like it's got a broken router blade. Very loud and very low. Very scary for my well being and theirs	McDonough spoke with the caller who is upset with the noise the helicopter makes when it turns and feels it is unsafe at the altitude in which it flies. The helicopter company is following the rules set forth by the FAA.
31	6/18/2017 17:04	196 Ruth Street Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: The red terrorist helicopter was so low, I could see his passengers. Not happy Karma karma karma	Same as above.
32	6/19/2017 13:04	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.
33	6/19/2017 15:40	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 1050'	Individual has indicated in the past that a call back is unnecessary.
34	6/19/2017 11:47	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44, no transponder	Individual has indicated in the past that a call back is unnecessary.
35	6/20/2017 13:08	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44, no transponder	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
36	6/22/2017 10:54	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 800'	Individual has indicated in the past that a call back is unnecessary.
37	6/22/2017 11:23	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR again, altitude 800'	Individual has indicated in the past that a call back is unnecessary.
38	6/22/2017 13:14	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 1000'	Individual has indicated in the past that a call back is unnecessary.
39	6/23/2017 12:21	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
40	6/23/2017 13:31	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
41	6/23/2017 13:13	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
42	6/23/2017 12:30	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
43	6/23/2017 12:16	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
44	6/23/2017 12:06	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.



# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
45	6/23/2017 11:37	178 Bayview Newmarket, NH 03857-	Based	K35	I'm calling again to complain again about another dangerous situation coming from Pease. Approximately 2 minutes ago an aircraft came dangerously close to my property. The concern here is the life safety matters for all the people for when the crash happens, which we all know it will may parish or suffer property damage and other personal damage to their bodies as well. These aircraft are flying right into water fowl flying around everywhere. So in other words these aircraft are flying right into planes. So please log this in. You have no mass casualty plan for this. Again, deliberately flying into dangerous situations. This is absolutely negligence and I trust these people will be criminally prosecuted.	Caller has been contacted in the past about her concerns.
46	6/23/2017 12:37	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
47	6/24/2017 13:37	178 Bayview Newmarket, NH 03857-	Based	K35	Similar to her call a few minutes ago.	Caller has been contacted in the past about her concerns.
48	6/24/2017 12:42	201 Crockett Neck Rd Kittery, ME 03904-	Based	Robinson helicopter	I'm calling to log a complaint about the helicopter and the persistent low flights over the same route so many times a day. It is annoying. Please alter your route.	Individual has indicated in the past that a call back is unnecessary.
49	6/26/2017 14:29	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
50	6/27/2017 14:25	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 825', not 1000'	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period:

6/1/17

to

6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
51	6/27/2017 13:30	270 Packers Falls Road Durham, NH 03824	NonBased	C5	I'm calling about a low flying, loud, very high pitched plane flying over my house at 1:30 today. I was on a conference call and the people on the call were quite concerned for me given the noise that something was happening to me. Another plane came by at 2:05. That was a little better but still a very high pitched whine.	McDonough spoke to the Durham resident about the C5 training in the area. The C5's have a very distinct sound that draws attention to the aircraft and the size of the aircraft makes it appear that the aircraft is lower than it actually is. The C5's are in the process of getting new engines that are quieter. The aircraft today does not have the new engines but will get them in the near future.
52	6/27/2017 13:37	269 Ross Road Durham, NH 03824	NonBased	C5	At about 1:30 a large plane flew over low and loud over my house. This happens quite often. Especially on weekends. I think maybe the weekend warriors might be play. Anyway, it's pretty annoying. I live in Durham off of Route 108 near Newmarket.	McDonough spoke to the Durham resident about the C5 training in the area. The C5's have a very distinct sound that draws attention to the aircraft and the size of the aircraft makes it appear that the aircraft is lower than it actually is. The C5's are in the process of getting new engines that are quieter. The aircraft today does not have the new engines but will get them in the near future.
53	6/27/2017 12:28	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44, no transponder	Individual has indicated in the past that a call back is unnecessary.
54	6/27/2017 11:26	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
55	6/27/2017 13:15	17 Greenland Road Portsmouth, NH 03801-	NonBased	C5	Emailed: Deafening noise, that is, painful to hear, from this plane that went over greenland road heading for the great bay.	McDonough left message. No response.
56	6/28/2017 11:18	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR outbound, altitude 800', not 1000'	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
57	6/28/2017	13:42	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
58	6/28/2017	14:13	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
59	6/28/2017	17:58	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
60	6/28/2017	19:41	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder	Individual has indicated in the past that a call back is unnecessary.
61	6/28/2017	20:07	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter, R-44, no transponder	Individual has indicated in the past that a call back is unnecessary.
62	6/28/2017	20:37	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder. That makes 8 TIMES I can confirm today, and there were a couple of trips I did not log.	Individual has indicated in the past that a call back is unnecessary.
63	6/28/2017	17:24	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44, no transponder	Individual has indicated in the past that a call back is unnecessary.
64	6/28/2017	18:17	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder. That makes 9 times on 6/28/17	Individual has indicated in the past that a call back is unnecessary.
65	6/29/2017	11:28	178 Bayview Newmarket, NH 03857-	Based		Same concerns as in the past.	Caller has been contacted in the past about her concerns.

# PDA Noise Control Log

For the Period: 6/1/17 to 6/30/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
66	6/30/2017	12:22	68	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house	Individual has indicated in the past that a call back is unnecessary.
			Miller Avenue Portsmouth, NH 03801-			

## Memorandum

**To:** Andrew Pomeroy, Airport Operations Manager

**From:** Sandra McDonough, Airport Operations Specialist *SM*

**Date:** 8/3/2017

**Subj:** Noise Report for July 2017

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The Portsmouth International Airport at Pease received a total of 78 noise inquiries in July, 2017. There were 75 rotor and 3 fixed wing.

The 75 rotor wing inquiries originated from four Portsmouth residences, two Kittery Point residences and one Newington residence. One Portsmouth resident was responsible for 59 of the 75 rotor wing inquiries. A majority of the inquiries were presumed to be Seacoast Helicopters even if the resident didn't see the helicopter. Several of the calls describe a blue or black helicopter and Seacoast helicopter only has red helicopters.

The 3 fixed wing inquiries originated from Newmarket, Durham and Greenland. Two of the inquiries were about our based military aircraft flying after dark the other is unknown.

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

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	7/1/2017 10:56	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
2	7/1/2017 11:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
3	7/1/2017 12:50	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
4	7/1/2017 12:02	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
5	7/3/2017 15:52	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. 6th time since noon.	Individual has indicated in the past that a call back is unnecessary.
6	7/3/2017 9:11	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
7	7/3/2017 9:49	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
8	7/3/2017 12:07	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, no transponder, but very LOW.	Individual has indicated in the past that a call back is unnecessary.
9	7/3/2017 13:37	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. that a call back is unnecessary.	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period:

7/1/17

to

7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
10	7/3/2017	14:40 68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. 4th time since noon.	Individual has indicated in the past that a call back is unnecessary.
11	7/3/2017	14:24 68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. Always exactly the same route.	Individual has indicated in the past that a call back is unnecessary.
12	7/4/2017	15:05 128 Thornton St Portsmouth, NH 03801-	Unknown	Robinson helicopter	Description: Too low too loud too frequent. After ruining the fireworks last night he has been flying all day. It is clear that they are 100% turning off their transponders in order to fly lower without being detected.	McDonough left a voicemail. No response. The helicopter flying during the Portsmouth fireworks was not a Seacoast helicopter and was working with ATC.
13	7/4/2017	14:19 159 Old Cart Path Kittery Point, ME 03905	Based and Unknown	unknown helicopter and R44	We just had a blue helicopter fly really low over Brave Boat Harbor. Way too low and really fast. And I'd also like to complain the last three days we've had the f***ing red helicopter constantly back and forth over us along the water. It is really getting annoying and in the paper you said you never get complaints but I complain a lot. And this is another one.	Left a voicemail. No Response.
14	7/5/2017	10:18 68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 600', not 1000'	Individual has indicated in the past that a call back is unnecessary.
15	7/5/2017	10:53 68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 625' NOT 1000'	Individual has indicated in the past that a call back is unnecessary.
16	7/5/2017	11:22 68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson Helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, third time in an hour.	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period:

7/1/17

to

7/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
17	7/5/2017	14:59	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
18	7/6/2017	14:23	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
19	7/6/2017	13:20	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
20	7/6/2017	16:14	178 Bayview Newmarket, NH 03857-	Unknown	unknown	Reporting a rapid succession of aircraft coming from Pease. Very noisy, really problematic, high winds, and there are definitely lots of geese around flying into flocks of geese. Logging in this dangerous condition.	Caller has been contacted in the past about her concerns.
21	7/8/2017	16:23	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
22	7/8/2017	12:01	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 DIRECTLY OVER MY HOUSE.	Individual has indicated in the past that a call back is unnecessary.
23	7/8/2017	8:14	159 Old Cart Path Kittery Point, ME 03905	Based	Robinson helicopter	Hello Sandy. It's 8 o'clock in the morning on Saturday morning. Kittery Point Maine. Complaining about the red helicopter flying right over Kittery Point Cutts Island. It's outrageous, life is down. These complaints are going to continue. You guys have to do something about this.	McDonough left a voice mail. No response.
24	7/8/2017	13:14	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 DIRECTLY OVER MY HOUSE. 13 minutes since the last time.	Individual has indicated in the past that a call back is unnecessary.



# PDA Noise Control Log

For the Period:

7/1/17 to

7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
25	7/9/2017 10:40	196 Ruth Street Portsmouth, NH 03801-	Unknown	unknown helicopter	Emailed: The helicopter sounded terrible it was so close the router wash sound was awful. Scary	McDonough spoke with the Portsmouth resident about helicopter. The noise may have been worse because it was a turbine helicopter and not a piston. The noise she was describing sounds like the helicopter is turning.
26	7/9/2017 17:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 flying above Richards Ave.	Individual has indicated in the past that a call back is unnecessary.
27	7/9/2017 17:56	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 making a counter-clockwise turn directly over my house. Always exactly the same route. Altitude 950', no transponder.	Individual has indicated in the past that a call back is unnecessary.
28	7/9/2017 18:16	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house making a counter-clockwise turn. Always exactly the same route. Altitude 875', not 1000'.	Individual has indicated in the past that a call back is unnecessary.
29	7/10/2017 11:30	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house. ALTITUDE 375', NOT 1000' SANDY!	Individual has indicated in the past that a call back is unnecessary.
30	7/12/2017 14:22	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44, TWO PASSES THIS TIME.	Individual has indicated in the past that a call back is unnecessary.
31	7/12/2017 15:04	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 again.	Individual has indicated in the past that a call back is unnecessary.
32	7/12/2017 16:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period:

7/1/17

to

7/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
33	7/13/2017	9:36	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 675 feet, NOT 1000 feet. Flying in the rain - very unusual.	Individual has indicated in the past that a call back is unnecessary.
34	7/13/2017	9:39	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR is back again, altitude 675 feet, NOT 1000 feet.	Individual has indicated in the past that a call back is unnecessary.
35	7/14/2017	11:45	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
36	7/15/2017	20:18	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
37	7/15/2017	9:18	271 Welch Cove Drive Newington, NH 03801	Based	Robinson helicopter	It is 9:17 AM on Saturday July 15th. I'm calling to complain about the helicopter school. This is the fourth time they have driven, flying that airplane over my house this morning. It is very annoying and I think they should change their flight path and stop flying over the same homes time and time again. It is very, very disconcerting. I hope something can be done to have these people spoken to because we had this problem before and they seem to have reverted back to annoying the same neighbors over and over again. Thank you.	Caller did not leave his contact information until 7/28 when he called with the same concern. See 7/28 call at 9:18 AM.
38	7/15/2017	14:50	128 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	"Unable to understand the first part", to low, to loud and it is coming over to frequently. I was outside for a quick lunch and it came over at 2:10, 2:45. It was much lower than it should and way to loud. It is very dangerous. By the way, I also think your form, online noise complaint isn't working. I have tried it on two different devices and it doesn't seem like it wants to submit. Thank you.	McDonough spoke with the caller on 7/18. McDonough had been made aware of the email complaint line and it was rectified. However, the noise line was always available to accept noise concerns. Caller is concerned for his privacy and will try other avenues ( i.e.legislature) to prevent helicopters from flying over his home.

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
39	7/15/2017 20:36	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 is back again.	Individual has indicated in the past that a call back is unnecessary.
40	7/16/2017 9:15	201 Crockett Neck Rd Kittery, ME 03904-	Based	Robinson helicopter	I'm calling with another noise complaint about the tourist helicopter. It seems you may have been altering your route, which was nice. I'd like you to keep doing that because repeated flights over the house several times a day at a low altitude are really annoying. Thank you.	McDonough left a voicemail. No response.
41	7/16/2017 12:09	128 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: It's been another miserable weekend of noisy, low flying, frequent helicopter passes for unfortunate Portsmouth residents who live under the flight path from Pease to downtown. Much too low, and now they are turning off their transponders so we can't measure how low they go. You may not have had as many complaints though because your online noise complaint site is not working.	McDonough spoke with the caller on 7/18. McDonough had been made aware of the email complaint line and it was rectified. However, the noise line was always available to accept noise concerns.
42	7/16/2017 11:12	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - Red helicopter N219CR is back again, again flying west, opposite to the normal direction.	Individual has indicated in the past that a call back is unnecessary.
43	7/16/2017 11:10	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - Red helicopter N219CR flying west, opposite to the normal direction - very unusual.	Individual has indicated in the past that a call back is unnecessary.
44	7/16/2017 9:42	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
45	7/16/2017 9:11	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44.	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
46	7/16/2017 11:09	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - Red helicopter N219CR directly over my house.	Individual has indicated in the past that a call back is unnecessary.
47	7/18/2017 11:27	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - Red helicopter N219CR directly over my house	Individual has indicated in the past that a call back is unnecessary.
48	7/19/2017 13:46	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44.	Individual has indicated in the past that a call back is unnecessary.
49	7/20/2017 11:11	201 Crockett Neck Rd Kittery, ME 03904-	Based	Robinson helicopter	I'm calling again to talk about the red helicopter. Please keep varying your route. It seems perhaps you have been but the cornering over our house is quite loud and low. No need to get back to me. I'm doing my job to register calls as I'm sure you're doing yours to follow up. Thank you.	Left a voice mail. No response.
50	7/21/2017 13:04	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - Red helicopter N219CR directly over my house. ALWAYS EXACTLY THE SAME ROUTE - WHY IS THAT NECESSARY?	Individual has indicated in the past that a call back is unnecessary.
51	7/22/2017 18:24	128 Thornton St Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Really low pass. North Mill Pond by the red menace.	Individual has indicated in the past that a call back is unnecessary.
52	7/22/2017 14:31	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, lower and louder than usual.	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
53	7/22/2017 6:44	83 Gate Street Portsmouth, NH 03801-	Unknown	unknown helicopter	I'm calling to complain about two passes of a helicopter over my residential neighborhood at 6:30 in the morning, Saturday, July 22nd. I see no reason for helicopters passing over my house at this hour in the morning. It is a noise problem. This is a noise complaint. I live on Gates Street in Portsmouth.	McDonough spoke with the Portsmouth resident but was unable to determine the type and owner of the helicopter.
54	7/22/2017 6:29	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - I was WOKEN UP AT 6:30 this morning by N219CR making three passes over my house! HOW BAD DOES THIS HAVE TO GET BEFORE YOU DO SOMETHING ABOUT THIS GUY?	Individual has indicated in the past that a call back is unnecessary.
55	7/25/2017 10:06	159 Old Cart Path Kittery Point, ME 03905	Unknown	Large gray/blue helicopter	Emailed: A very large gray/blue sleek loud helicopter flew EXTREMELY LOW over the length of Braveboat Harbor, swooping down and then out over ocean. Very disturbing and illegal to go that low. We have had trouble in the past with what we think is this same helicopter. Tried to land in fragile marsh grasses, ie Rachel Carson Refuge. License should be taken away. I would like to know what is being done about this nuisance.	McDonough spoke to the caller 7/26. The caller clarified that this helicopter was not trying to land but she thinks it's the same helicopter who tried to land last year. Helicopters are allowed to fly very low if they are over water and uninhabited areas.
56	7/26/2017 13:55	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. ALWAYS EXACTLY THE SAME ROUTE. WHY IS THIS NECESSARY?	Individual has indicated in the past that a call back is unnecessary.
57	7/26/2017 10:30	272 Cutts Road Durham, NH 03824	Based	K35R	Emailed: Repeated low aircraft over our home, loud enough to wake us. Repeated 07/27/17, but aircraft further away(still loud)	McDonough left a voicemail but no response. The NHANG must meet certain night requirements and during this time of year it gets darker later. The NHANG is adhering to Portsmouth's Voluntary noise procedures by completing their flights by 11 PM.

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
58	7/27/2017	12:02	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 circling	Individual has indicated in the past that a call back is unnecessary.
59	7/27/2017	22:09	209 Palm Drive Greenland, NH 03840	Based	K35R	Emailed: This is the third night in a row that heavy jet aircraft have been doing practice approaches after 10pm. This has got to stop	McDonough left a voicemail. No response.
60	7/27/2017	9:34	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
61	7/27/2017	15:16	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house, two passes this time.	Individual has indicated in the past that a call back is unnecessary.
62	7/27/2017	18:01	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. When are you going to do something about this?	Individual has indicated in the past that a call back is unnecessary.
63	7/27/2017	16:20	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. You know, I have complained about this guy hundreds and hundreds of times, and so far you have done ABSOLUTELY NOTHING about it. Sad.	Individual has indicated in the past that a call back is unnecessary.
64	7/28/2017	11:45	196 Ruth Street Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: A helicopter was fly so low, I thought it was going to land on my roof. Quality of life has diminished. Shame on them, they are so selfish	Individual has indicated in the past that a call back is unnecessary. ATCT has indicated the helicopters fly at about 1000' but have occationally have seen them as low as 700'.
65	7/28/2017	13:32	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house. 4th time today. Altitude 900 feet, NOT 1000 feet, Sandy.	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period:

7/1/17

to

7/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
66	7/28/2017	11:04	271 Welch Cove Drive Newington, NH 03801	Based	Robinson helicopter	I live in Welch Cove in Newington NH. It's Friday morning at 11 o'clock. For the last 20 minutes that red helicopter has gone over our house 5 times. I'm just sitting here in my backyard trying to get some peace and quiet and he just keeps flying over and over. I have complained about this before along with some of my neighbors and I hope someone will get back with me to give us a heads up on how to manage this situation. Thank you. And here he comes once again. I think we can ask for some kind of resolution to this continuing	McDonough contacted the Newington resident on 7/28 and discussed how ATCT may be trying to separate traffic by keeping the rotor wing aircraft in that area while fixed wing aircraft are arriving or departing. The resident indicated it only happens every once in a while.
67	7/28/2017	9:38	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson Helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. Third time in an hour. When are you going to do something about this?	Individual has indicated in the past that a call back is unnecessary.
68	7/28/2017	9:04	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. Second time in 1/2 hour. When are you going to do something about this?	Individual has indicated in the past that a call back is unnecessary.
69	7/28/2017	8:33	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. Again.	Individual has indicated in the past that a call back is unnecessary.
70	7/28/2017	13:35	196 Ruth Street Portsmouth, NH 03801-	Based	R44	Emailed: Good grief, the red helicopter was so low, I could almost see what color shirt he had on. Flight tracker that I have now signed up for said it was N219cr. I have now duped him a Terroist. If he would only fly 1000 feet up, you would not be receiving these emails from me. God help us	Individual has indicated in the past that a call back is unnecessary.

# PDA Noise Control Log

For the Period: 7/1/17 to 7/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
71	7/30/2017 12:45	196 Ruth Street Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: When the red helicopter is flying over my house today and turns it sounds like he is shooting a automatic rifle it sounds like pop pop pop. Very scary. Just want this to be recorded. No need to call me. It's just very scary. It makes me jump every time that happens, which is often.	Individual has indicated in the past that a call back is unnecessary.
72	7/30/2017 16:43	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Email: NOISE COMPLAINT - Red helicopter R-44	Individual has indicated in the past that a call back is unnecessary.
73	7/30/2017 18:04	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR made two passes directly over my house. Altitude 850 feet, NOT 1000 feet, Sandy.	Individual has indicated in the past that a call back is unnecessary.
74	7/30/2017 18:41	68 Miller Avenue Portsmouth, NH 03801-	Based	R44	Emailed: NOISE COMPLAINT - N219CR directly over my house again. Altitude 775 feet, NOT 1000 feet Sandy.	Individual has indicated in the past that a call back is unnecessary.
75	7/31/2017 19:57	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
76	7/31/2017 16:43	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - N219CR made two passes directly over my house. Altitude 850 feet, NOT 1000 feet, Sandy.	Individual has indicated in the past that a call back is unnecessary.
77	7/31/2017 15:28	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house.	Individual has indicated in the past that a call back is unnecessary.
78	7/31/2017 14:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house. 19 minutes since the last time.	Individual has indicated in the past that a call back is unnecessary.



MEMORANDUM

**TO:** Irv Canner, Finance Director

**FROM:** Susan M. Gagne, Paralegal *SMG*

**CC:** David R. Mullen, Executive Director  
Lynn Marie Hinchee, Deputy Director and General Counsel

**DATE:** July 11, 2017

**RE:** Invoices for Legal Services – Sheehan Phinney Bass & Green PA

\*\*\*\*\*

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Funds for Legal Services” adopted by the Board on January 19, 2017 (attached), I am submitting the following bills for legal services for payment:

Sheehan Phinney Bass & Green PA Re: Trade Port – General Representation Through April 30, 2017	\$2,025.88
Sheehan Phinney Bass & Green PA Re: CLF v. Pease Through May, 31, 2017	\$24,925.00
Sheehan Phinney Bass & Green PA Re: Division of Ports & Harbors Through May, 31, 2017	<u>\$300.00</u>
<b>TOTAL</b>	<u><b>\$27,250.88</b></u>

We will report the payment of these invoices at the Board meeting scheduled for August 10, 2017. Please let me know if you have any questions.

P:\BOARDMTG\2017\MemoLegalBillsSheehan-SMG 0717.docx

**Limited Delegation to Executive Director:  
Consent, Approval and Expenditure of Funds for Legal Services**

- Summary: This delegation covers the consent, approval and payment of fees for Legal Services by the Executive Director and the authority of the Executive Director to correct errors in connection with the allocation of fees in situations where representation is shared by PDA and a third party. This delegation is intended to grant limited authority to the Executive Director to make payments for legal fees at times when the PDA Board of Directors has no regular meeting scheduled and the legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters. The Board has delegated authority to the Executive Director, subject to concurrence by one member of the Legal Bill Review Committee of the PDA Board of Directors, to consent to, approve and execute the required documentation and to expend funds up to \$50,000. This authorization is subject to the conditions set forth below being satisfied.
- Transaction: Consent, approval, and execution of required documents and expenditure of funds for the payment of fees for legal services.
- Amount: Up to \$50,000 per entity
- Execution Document: None.
- Authority to Execute: Executive Director with review and approval of General Counsel and with concurrence of one member of the Legal Bill Review Committee of the PDA Board of Directors
- Conditions: The request for payment of fees for legal services subject to this delegation of authority shall not be consented to, approved, or the expenditure made unless all of the following conditions are satisfied:
1. The legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters.
  2. The PDA Board of Directors has no regularly scheduled meeting within 21 days of the invoice date.
  3. The conditions set forth above do not apply to corrections of errors in the allocations of fees shared by PDA and a third party.
- Reporting Requirements: Any legal bill authorized to be paid and any funds expended pursuant to this delegation shall be reported to the Board at its next regular meeting.

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,001.00
TOTAL EXPENSES:	\$24.88
	-----
TOTAL THIS BILL:	\$2,025.88
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$2,025.88
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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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$21,725.00
TOTAL EXPENSES:	\$3,200.00
	-----
TOTAL THIS BILL:	\$24,925.00
	-----
BALANCE DUE:	\$24,925.00
	-----
	-----

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: Division of Ports & Harbors

-----  
CLIENT/CASE NO. 14713-9621  
BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$300.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$300.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$300.00
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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:** Irv Canner, Finance Director  
**FROM:** Susan M. Gagne, Paralegal *smg*  
**CC:** David R. Mullen, Executive Director  
Lynn Marie Hinchee, Deputy Director and General Counsel  
**DATE:** August 1, 2017  
**RE:** Invoices for Legal Services – Kutak Rock LLP

\*\*\*\*\*

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Funds for Legal Services” adopted by the Board on January 19, 2017 (attached), I am submitting the following bills for legal services for payment:

Kutak Rock LLP	
Re: CLF	
Through April 30, 2017	\$11,070.76
TOTAL	<u>\$11,070.76</u>

We will report the payment of these invoices at the Board meeting scheduled for August 10, 2017. Please let me know if you have any questions.

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**Limited Delegation to Executive Director:  
Consent, Approval and Expenditure of Funds for Legal Services**

- Summary: This delegation covers the consent, approval and payment of fees for Legal Services by the Executive Director and the authority of the Executive Director to correct errors in connection with the allocation of fees in situations where representation is shared by PDA and a third party. This delegation is intended to grant limited authority to the Executive Director to make payments for legal fees at times when the PDA Board of Directors has no regular meeting scheduled and the legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters. The Board has delegated authority to the Executive Director, subject to concurrence by one member of the Legal Bill Review Committee of the PDA Board of Directors, to consent to, approve and execute the required documentation and to expend funds up to \$50,000. This authorization is subject to the conditions set forth below being satisfied.
- Transaction: Consent, approval, and execution of required documents and expenditure of funds for the payment of fees for legal services.
- Amount: Up to \$50,000 per entity
- Execution Document: None.
- Authority to Execute: Executive Director with review and approval of General Counsel and with concurrence of one member of the Legal Bill Review Committee of the PDA Board of Directors
- Conditions: The request for payment of fees for legal services subject to this delegation of authority shall not be consented to, approved, or the expenditure made unless all of the following conditions are satisfied:
1. The legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters.
  2. The PDA Board of Directors has no regularly scheduled meeting within 21 days of the invoice date.
  3. The conditions set forth above do not apply to corrections of errors in the allocations of fees shared by PDA and a third party.
- Reporting Requirements: Any legal bill authorized to be paid and any funds expended pursuant to this delegation shall be reported to the Board at its next regular meeting.

**ADOPTED: January 19, 2017**

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**KUTAK ROCK LLP**

**WASHINGTON, D.C.**

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

May 16, 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. 2298272

Client Matter No. 301603-1

Invoice No. 2298272

301603-1

---

Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$11,070.76





MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$19,847.50 for the following legal services rendered to the Pease Development Authority:

1.	Anderson & Kreiger LLP		
	Through June 30, 2017	<u>\$346.50</u>	\$346.50
2.	Kutak Rock LLP		
	CLF/Through June 30, 2017	<u>\$6,126.00</u>	\$6,126.00
3.	Sheehan Phinney Bass + Green		
	Tradeport/Through June 30, 2017	\$290.00	
	CLF/Through June 30, 2017	<u>\$13,085.00</u>	
			<u>\$13,375.00</u>
	Total		<u>\$19,847.50</u>

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**ANDERSON**  
**KREIGER**

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

July 18, 2017

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

Reference # 121969 / 1047-4136

Total Current Billing:	346.50
Previous Balance Due:	0.00
<b>Total Now Due:</b>	<b>346.50</b>

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

July 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. 2319088

Client Matter No. 301603-1

Invoice No. 2319088

301603-1

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Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$6,126.00

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:	\$9,885.00
TOTAL EXPENSES:	\$3,200.00
	-----
TOTAL THIS BILL:	\$13,085.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$13,085.00
	-----
	-----

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:	\$290.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$290.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$290.00
	-----
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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... \$ \_\_\_\_\_



**MORTON SALT**

Received

**JUN 05 2017**

Pease Development Authority

*Via Certified Mail*

March 3, 2017

Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801-2833  
Attention: Executive Director

cc: Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03801  
Attention: Division of Ports and Harbors Director

Subject: License and Operating Agreement

Dear Executive Director:

In accordance with Article 3.1 and the terms of the License & Operating Agreement for operations at the Market Street Terminal, effective June 1, 2015 (the "Term Commencement Date"), Morton Salt, Inc has been granted four (4) one (1) year options to extend the referenced License & Operating Agreement through May 31, 2020 (the "Base Term") and desires to exercise the second of its four (4) annual license options.

Sincerely,

Paul McDermott  
Senior Director, Supply Chain

Linda Hetz  
Manager, Bulk Logistics

**MORTON SALT, INC.**  
A K+S GROUP COMPANY

MOTION

Director Lamson:

In accordance with RSA 12-G:42, XI, the Pease Development Board of Directors hereby approves of and adopts the reorganization of Zone Schedule for Foreign Trade Zone No. 81 under the Alternative Site Framework (ASF) on substantially the same terms and conditions as the draft attached hereto subject to further review and edits as may be required by PDA's General Counsel and the Foreign Trade Zone Board.

Further, the Board authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, dated August 2, 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. The Division did not anticipate the current interest level in the FTZ program and does not have staffing or resources to prepare an RFP without resulting in substantial delay in the application process;
2. Foreign Trade Zone Solutions has a high level of expertise in the FTZ industry and has specific knowledge and understanding of the FTZ 81 operations which is not available to any other consultant; and



3. Implementation of the ASF Framework in the most timely manner available will benefit companies seeking to utilize the FTZ program and is likely to result in benefits to all communities in the service area.

Note: This motion requires 5 affirmative votes.

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**MEMORANDUM**

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**TO:** PDA BOARD OF DIRECTORS  
**FROM:** GENO J. MARCONI, DIVISION DIRECTOR   
**SUBJECT:** REORGANIZATION OF FOREIGN TRADE ZONE #81  
**DATE:** AUGUST 2, 2017  
**CC:** DAVID R. MULLEN, EXECUTIVE DIRECTOR

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Under a program established in the 1930s, a foreign trade zone is a designated site licensed by the Foreign Trade Zones Board, U.S. Department of Commerce, at which a business can locate to use special U.S. Customs procedures for foreign goods. The purpose of the program is to offset the Customs advantages available to overseas producers who compete with producers located in the United States.

In general, the FTZ program helps American companies operating within the zone to reduce operating costs and to improve the company's bottom line. These companies can defer, reduce or even eliminate Customs duties on products admitted to the zone.

In 1983 the former New Hampshire State Port Authority was awarded the authority to establish, operate and maintain a Foreign Trade Zone. In 2001, this authority was transferred to the Pease Development Authority (PDA) Division of Ports and Harbors (the Division) and is codified at RSA 12-G:38. New Hampshire presently has four sites, Pease International Tradeport; the Market Street Marine Terminal; the Portsmouth Industrial Park; and the Manchester-Boston Regional Airport.

The FTZ in New Hampshire has been managed under a "Traditional Site Framework" which requires individual applications for a company desiring to take advantage of the FTZ but not located within an established site. This process has been recognized as outmoded and a major burden on applicants.

The Division recommends that the PDA reorganize the FTZ under the Alternative Site Framework (ASF). The ASF is an option which will permit significantly greater flexibility in the designation of new subzones or "usage-driven" FTZ sites for operators/users located within the Division's "service area." The designation of a service area does require an application and a detailed public process, however, future activation of sites within the service area will be simplified.

The Application for Reorganization is lengthy and the Office of Management and Budget (OMB) estimates that the collection of required information will average 99 hours. Under the FTZ Board's regulations, the ordinary timeframe to process an application to reorganize or expand a zone is ten (10) months from the date of docketing. If the zone is simply reorganizing under the ASF (no designation of new FTZ space), the ordinary timeframe is shortened by 75 days.

The Division will require the services of a qualified consultant to assist in the preparation and submission of the Reorganization Application. FTZ regulations will permit the use of fees previously collected by the Division for administrative costs of this application and future promotion of the FTZ availability. The current balance of FTZ fund is \$48,639.79.

Most recently, the Division has fielded a number of inquiries regarding new FTZ operators/users, including an increasing number of inquiries from Canadian firms. This interest supports the decision to move forward on our Reorganization Application at this time.

Attached to this Memorandum is a proposal from Foreign Trade Zone Solutions LLC, a New Hampshire company. The principal for this proposal is Glenn Page, Managing Partner.

Mr. Page has over thirty years of FTZ experience with United States Customs and previously supervised and managed the oversight of our FTZ. This supervision included monitoring the activities, production, documentation and personnel of those companies participating in FTZ 81 and ensuring the Customs regulations were strictly enforced.

In addition to his work in Portsmouth, Mr. Page has developed a working relationship with the New Hampshire Division of Economic Development and the New Hampshire Office of International Commerce providing expert counsel and advice to the manufacturing, distribution and warehousing industries.

The Division requests that at its meeting on August 10, 2017, the PDA Board of Directors authorize the Executive Director to execute the Proposal for Reorganization at a cost not to exceed \$30,000, excluding the \$1600 filing fee. Further, the PDA Board of Directors is requested to waive the RFP provisions for this contract for the reasons stated below:

1. The Division did not anticipate the current interest level in the FTZ program and does not have staffing or resources to prepare an RFP without resulting in substantial delay in the application process.
2. Foreign Trade Zone Solutions has a high level of expertise in the FTZ industry and has specific knowledge and understanding of the FTZ 81 operations which is not available to any other consultant.
3. Implementation of the ASF Framework in the most timely manner available will benefit companies seeking to utilize the FTZ program and is likely to result in benefits to all communities in the service area.

# **Proposal from Foreign Trade Zone Solutions LLC to Assist Pease Development Authority to Re-Organize Foreign-Trade Zone 81 under the Alternative Site Framework**

## **BACKGROUND**

The "Alternative Site Framework" ("ASF") is an optional framework for organizing and designating Foreign Trade Zone, ("FTZ") sites that allow users within those Foreign Trade Zone sites to utilize quicker and less complex procedures to obtain FTZ designation for eligible facilities.

ASF is an optional approach to designation and management of zone sites allowing greater flexibility and responsiveness to serve single-operator/user locations. The ASF was adopted by the FTZ Board as a matter of practice in December 2008 (74 FR 1170, January 12, 2009; correction 74 FR 3987, January 22, 2009) and modified by the Board in November 2010 (75 FR 71069, November 22, 2010).

ASF has become the norm for Foreign Trade Zones. In 2015 there were 186 active Foreign Trade Zones across the country. As of June 27, 2017, 170 Foreign Trade Zones were reorganized under ASF. In New England six FTZ's have organized, re-organized, or are re-organizing under ASF. The Pease Development Authority Foreign Trade Zone has been a force for economic development in New Hampshire; however, to realize its full potential the FTZ should be re-organized as a modern, competitive, FTZ under the ASF.

To reorganize under the ASF, Pease Development Authority will propose a "service area." Once approved by the FTZ Board, a subzone or usage-driven site can be designated anywhere in the service area within 30-days using a simple application form. The ASF allows for FTZ zone designation to be applied to any company that requests it, eliminating the need for zone grantees to predict where the zone will be needed and pre-designate sites. ASF also allows for grantees to respond to growth opportunities in the local economy and diminish the need to anticipate where future activity may occur.

To reorganize under the ASF, Pease Development Authority must provide a clear geographic definition of all portions of a proposed service area. The most common way of doing this is by proposing counties that are fully adjacent to a CBP port of entry. However, when a grantee seeks

to include a county that only partially falls within the adjacency limits, the application must indicate clear geographic limits – such as a road or series of roads – to define the portion of the county that is proposed for inclusion in the service area.

When an application has been filed, the FTZ Board publishes a notice in the *Federal Register* opening a public comment period. The applicant also must publish notice in a local newspaper describing the proposal.

The FTZ Board's regulations delineate an ordinary time frame of 7.5 months to process a reorganization of an existing zone under the Alternative Site Framework (ASF).

## **PROPOSAL**

Foreign Trade Zone Solutions LLC, a New Hampshire registered, woman-owned small business, proposes to assist Pease Development Authority in preparing, filing, and implementing an application to the Foreign-Trade Zone Board to re-organize FTZ 81 under the Alternative Site Framework. Specifically, Foreign Trade Zone Solutions LLC proposes to:

1. Assist Pease Development Authority in defining the Service Area for the re-organized site.
2. Task #1 above will include assessing and taking into consideration the historic and current usage of FTZ 81, the FTZ Board "adjacency requirements, (15 CFR 400.11), and Customs and Border Protection ("CBP") oversight requirements as defined in 19 CFR Part 146 of the Customs Regulations.
3. Prepare and file documentation as required, providing documents to the FTZ Board demonstrating the legal authority allowing Pease Development Authority to reorganize, acquiring and securing documentation of support from each county in the proposed service area.
4. Draft an Application to Reorganize FTZ 81 under the Alternative Site Framework and assist Pease Development Authority in filing the application with the FTZ Board.
5. Monitor the progress of the ASF at the Foreign-Trade Zone Board, and respond to questions or concerns generated by the FTZ-Board staff.

6. Secure a final FTZ Board Order providing the Pease Development Authority the necessary authorization to proceed under the new ASF plan.

## **DURATION AND COST**

The duration of the project will depend, to some extent, on the responsiveness of federal, state and county officials that must be consulted throughout the project. Assuming no major delays, the project can be expected to be completed within ten months, which includes the 7-1/2-month process at the FTZ Board once the application is filed. Foreign Trade Zone Solutions' LLC fee will not exceed \$30,000, and is inclusive of all expenses, except for the \$1,600 filing fee, which is payable from the "Grantee", (Pease Development Authority) directly to the FTZ Board. Foreign Trade Zone Solutions LLC'S billing procedure will include a detailed rate sheet and status report together with a thorough description of such services completed. The Pease Development Authority will be billed on the first of the month for services rendered the previous month with payment due upon receipt.

Your signature below indicates acceptance of the terms of this proposal.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
David Mullen  
Executive Director  
Pease Development Authority  
Portsmouth, NH

\_\_\_\_\_  
Glenn Page  
Foreign Trade Zone Solutions LLC

FOREIGN-TRADE ZONES BOARD  
WASHINGTON, D. C.

GRANT

TO ESTABLISH, OPERATE, AND MAINTAIN  
A FOREIGN-TRADE ZONE IN  
PORTSMOUTH, NEW HAMPSHIRE,  
AND A SUBZONE IN  
NASHUA AND MERRIMACK, NEW HAMPSHIRE

WHEREAS, by an Act of Congress approved June 18, 1934, an Act "To provide for the establishment, operation, and maintenance of foreign-trade zones in ports of entry of the United States, to expedite and encourage foreign commerce, and for other purposes" as amended (19 U.S.C. 81a-81u) (the Act), the Foreign-Trade Zones Board (the Board) is authorized and empowered to grant to corporations the privilege of establishing, operating, and maintaining foreign-trade zones in or adjacent to ports of entry under the jurisdiction of the United States;

WHEREAS, the Board's regulations (15 C.F.R. 400.304) provide for the establishment of a special-purpose subzone when existing zone facilities cannot serve the specific use involved, and where a significant public benefit will result;

WHEREAS, the New Hampshire State Port Authority (the Grantee) has made application (filed January 22, 1982) in due and proper form to the Board, requesting the establishment, operation, and maintenance of a general-purpose foreign-trade zone in Portsmouth, New Hampshire, within the Portsmouth Customs port of entry, and a special-purpose subzone at the Nashua and Merrimack plants of Nashua Corporation, adjacent to the Lawrence Customs port of entry;

WHEREAS, notice of said application has been given and published, and full opportunity has been afforded all interested parties to be heard; and,

WHEREAS, the Board has found that the requirements of the Act and the Board's regulations (15 C.F.R. Part 400) are satisfied;

NOW, THEREFORE, the Board hereby grants to the Grantee the privilege of establishing, operating, and maintaining a foreign-trade zone and a special-purpose subzone, designated on the records of the Board as Zone No. 81 and Subzone No. 81A at the location mentioned above and more particularly described on the maps and drawings accompanying the application in Exhibits IX and X, subject to the provisions, conditions, and restrictions of the Act and the regulations issued thereunder, to the extent as though the same were fully set forth herein, and also to the following express conditions and limitations:

Activation of the foreign-trade zone and subzone shall be commenced by the Grantee within a reasonable time from the date of issuance of the grant, and prior thereto the Grantee shall obtain all necessary permits from Federal, State, and municipal authorities.

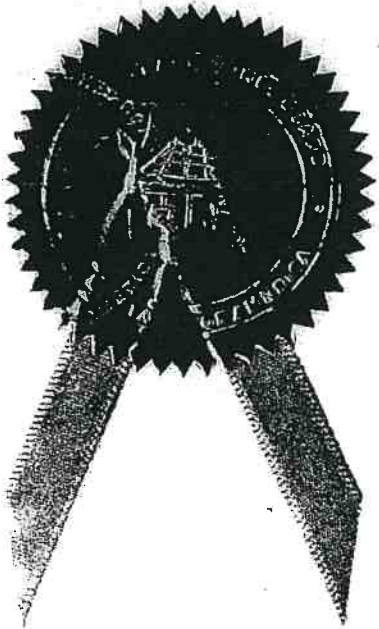
The Grantee shall allow officers and employees of the United States free and unrestricted access to and throughout the foreign-trade zone and subzone sites in the performance of their official duties.

The Grantee shall notify the Executive Secretary of the Board for approval prior to the commencement of any manufacturing operations within the zone or subzone not described in the application.

The grant shall not be construed to relieve the Grantee from liability for injury or damage to the person or property of others occasioned by the construction, operation, or maintenance of said zone, and in no event shall the United States be liable therefor.

The grant is further subject to settlement locally by the District Director of Customs and the Army District Engineer with the Grantee regarding compliance with their respective requirements for the protection of the revenue of the United States and the installation of suitable facilities.

IN WITNESS WHEREOF, the Foreign-Trade Zones Board has caused its name to be signed and its seal to be affixed hereto by its Chairman and Executive Officer at Washington, D.C. this 20th day of January 1983, pursuant to Order of the Board.



FOREIGN-TRADE ZONES BOARD

*Walter B. Baldwin*

Chairman and Executive Officer

ATTEST:

*John J. [Signature]*  
Executive Secretary





INTERNATIONAL  
**TRADE**  
ADMINISTRATION

U.S. Foreign-Trade Zones Board

# Overview for CBP: Alternative Site Framework (ASF)

---



## The Structure of the FTZ Board

- FTZ Board (FTZB) is comprised of Commerce and Treasury departments.
  - FTZB has long delegated to Executive Secretary (staff director) authority to approve “minor boundary modifications” (MBMs).
  - CBP has advisory role to FTZB, including local CBP providing comments on all requests for new FTZ sites.
-



## The “What” and “Why” of the ASF:

### What?

- FTZB adopted an optional alternative “framework” to manage FTZ sites – codified in 15 CFR 400.2(c).
  - ASF gives participating zones great flexibility to use a much simpler, faster MBM procedure to designate locations where companies are ready to use FTZ.
  - A grantee can seek to participate in ASF by applying to FTZB to “reorganize” its zone under ASF.
-



## Why?

- The traditional site framework (TSF) had become outmoded. The designation of new FTZ locations for users under the TSF imposed a major burden on applicants, took a long time, and consumed too many government resources.
  - TSF's limitations for MBMs often led to only temporary MBM site approvals and required "swapping" of acreage (which could revert later). A record-keeping nightmare!
-



## Why? (cont.)

- Too many unused FTZ sites (often designated for speculative reasons). Too little relationship between sites' FTZ designations and actual use. Number of speculative sites – not tied to specific users – made it hard for CBP to project resources needed for oversight.
  - The ASF looked to address all of these shortcomings through a ground-up rethink: Grantee reframes FTZ to focus on serving broad area, can get simple MBMs for actual needs, and essentially all sites get “sunset” limits that remove designation if unused in 3 to 5 years.
-



## Key Points:

- Purpose of ASF: Enable a zone to use simple MBM process for future site designations after detailed, public process – including input from CBP – to approve ASF “service area” for the zone.
  - Under ASF – as under TSF – FTZ space can only be designated or modified through FTZB or FTZ Staff action (with concurrence of local CBP).
  - FTZ Staff consulted with grantees and others to develop ASF to be flexible (for users), focused (for govt. oversight), and predictable (benefits everyone).
-



## Key Points (cont.):

- CBP HQ concurred on the ASF concept as part of FTZB considering whether to adopt the ASF.
  - There is no change to CBP operator/site activation procedures under the ASF.
  - ASF does not change grantee/operator structure. Activation of site still requires that specific site first be approved by FTZB or Staff (with local CBP concurrence) and that grantee concur on activation.
-

**Application to Reorganize/Expand an Existing Zone under the Alternative Site Framework  
(ASF)**

**Instruction Sheet**

This collection of information contains Paperwork Reduction Act (PRA) requirements approved by the Office of Management and Budget (OMB). Notwithstanding any other provision of law, no person is required to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA unless that collection of information displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 99 hours, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons wishing to comment on the burden estimate or any aspect of this collection of information, or offer suggestions for reducing this burden, should send their comments to the ITA Reports Clearance Officer, International Trade Administration, U.S. Department of Commerce, 14th and Constitution Avenue, NW, Washington, DC 20230.

No zone, subzone, zone expansion/reorganization/modification, or production authority may be approved unless a completed application/notification/request has been received (19 U.S.C. 81a-81u; 15 CFR Part 400). The Foreign-Trade Zones Board has no authority to finance zone projects. Its approval is in the form of a grant of authority (license) for operating a facility under foreign-trade zone procedures. The basic requirements for foreign-trade zone applications are found in the regulations of the Foreign-Trade Zones Board (15 CFR Part 400), including Sections 400.21 through 400.25. Application formats are available on the FTZ Board web site: <http://www.trade.gov/ftz>.

Corporations submitting applications must be qualified to apply under the laws of the state in which the zone is to be located. Applicants may submit drafts of their applications to the FTZ Staff, which can provide comments and technical assistance in interpreting the Board's regulations.

Applicants should note that conduct of their proposed activity under FTZ procedures would result in an additional, ongoing information-collection burden associated with the Annual Report from Foreign-Trade Zones (OMB Control No. 0625-0109).

FTZ Staff  
March 2013

Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Avenue, N.W., Room 21015  
Washington, D.C. 20230  
(202) 482-2862



## MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with New Hampshire Department of Transportation (“NHDOT”) on terms and conditions substantially similar to those set forth in the draft Project Agreement, attached hereto, and contingent upon the Capitol Budget Overview Committee authorizing the Division to expend funds from the Port Expansion Fund (“PEF”), which will be reimbursed by FHWA; and in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 1, 2017, attached hereto.

N:\RESOLVES\Resolves\2017\DPH-NHDOT Barge Dock 0817.docx

To: Pease Development Authority  
Board of Directors

From: Geno Marconi, Division Director

Date: 8/1/2017

*BM for Geno Marconi*

Subject: Functional Replacement of Barge Dock

The Sarah Mildred Long Bridge replacement project has impacted the Barge Dock at the Market Street Marine Terminal in the City of Portsmouth and the NH DOT and Federal Highway Administration ("FHWA") have determined that a project to functionally replace the Barge Dock is eligible for federal funding. The Division was offered a choice of being compensated for the direct impacts to the dock or the Functional Replacement and chose the Functional Replacement. NH DOT has an existing project, Portsmouth-Kittery Sarah Mildred Long Bridge Replacement, that will be used to fund the Functional Replacement. The Functional Replacement Project is accepted by the NH DOT and approved by FHWA, federal funds will be used to pay for all eligible costs. Matching funds required will be provided by NH DOT.

The Division desires to act as Sponsor and Manager of the Project and the NH DOT desires to cooperate with the Division in implementing the Project.

Although certain terms and conditions are still being negotiated, the Division requests the PDA Board of Directors authorize the Executive Director to complete negotiations with NH DOT on terms substantially similar to the attached project agreement, contingent upon the recommendation of the Division Director and PDA General Counsel and the Capitol Budget Overview Committee authorizing the Division to expend funds from the Port Expansion Fund ("PEF"), which will be reimbursed by FHWA. The current balance of the PEF is \$5,431,322.13.

The Executive Director should be further authorized to take all other action necessary or appropriate to facilitate and implement the Functional Replacement of the Barge Dock as contemplated.

**PROJECT AGREEMENT  
FOR THE  
SARAH MILDRED LONG BRIDGE REPLACEMENT  
FUNCTIONAL REPLACEMENT OF THE NH PORT AUTHORITY SIDE BARGE**

**STATE PROJECT #: 15731  
FEDERAL PROJECT #: A000(909)**

THIS AGREEMENT, executed in *triplicate*, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the NH PORT AUTHORITY of Portsmouth, hereinafter called the "OWNING AGENCY".

WITNESSETH that,

WHEREAS, the Sarah Mildred Long Bridge Replacement project has impacted the side barge wharf at the NH Port Authority facility in the city of Portsmouth; and

WHEREAS, the DEPARTMENT and FHWA have determined that a project to functionally replace the side barge wharf is eligible for federal funding; and

WHEREAS, the OWNING AGENCY was offered the choice of being compensated for the direct impacts to the wharf or the Functional Replacement, and chose the Functional Replacement; and

WHEREAS, the DEPARTMENT has an existing project Portsmouth – Kittery 15731 Sarah Mildred Long Bridge Replacement that will be used to fund the Functional Replacement; and

WHEREAS, the Functional Replacement is accepted by the DEPARTMENT and approved by FHWA, federal funds will be used to pay for all eligible costs. Matching funds required will be provided by the Department. The following items and estimated cost totaling \$18.55 million outlined below and detailed in DEPARTMENT correspondence to FHWA dated December 23, 2016 are eligible for federal participation.

Item South Extension to the Main Wharf

1 (Estimated cost \$4,550,000)

Item North Extension to Main Wharf

2 (Estimated cost \$7,300,000)

Item Shore Side Improvements for North Extension of Main Wharf

3 (Estimated cost \$2,550,000)

Item Dredging Improvements in front of the North Extension to Elev -36.0

4 (Estimated cost \$2,350,000)

Item Fender System Modification to the Main Wharf and on the new Extensions

5 (Estimated cost \$1,800,000)

Estimated costs include Design, Permitting, Construction, and Construction Engineering for the above items; and

WHEREAS, all work determined to be outside of the scope of the approved and accepted items detailed above are identified as Betterment. Costs related to Betterment work will be the sole responsibility of the OWNING AGENCY

WHEREAS, the letter to FHWA noted above, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the OWNING AGENCY desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the OWNING AGENCY in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE OWNING AGENCY:**

- A. The OWNING AGENCY shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The OWNING AGENCY shall manage the design, environmental study, right-of-way acquisition and construction of the Project. Management responsibilities are described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The OWNING AGENCY shall manage the design, environmental study, and construction of the Project in accordance with "NHDOT's Functional Replacement" policy, dated February 17, 2016.
- D. If the OWNING AGENCY wishes to contract with a consultant service, it must receive prior approval from the DEPARTMENT and FHWA, and follow all Title 23 Federal Aid Requirements. All consultant Agreements and change orders shall be reviewed and approved by the DEPARTMENT and FHWA before Notice to Proceed. Any costs incurred prior to the Notice to Proceed will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.
- E. The OWNING AGENCY shall submit Draft NEPA and Final NEPA documents to the DEPARTMENT for review.
- F. The OWNING AGENCY shall also submit 60% completed plans, specifications, and estimates to the DEPARTMENT for review.
- G. The OWNING AGENCY shall receive written approval to advertise from the DEPARTMENT prior to advertising the project for construction bidding.
- H. The OWNING AGENCY shall submit bid results and a recommendation to award to the DEPARTMENT and FHWA for concurrence. DEPARTMENT and FHWA will review the documents and provide approval to the OWNING AGENCY prior to acceptance and Notice

to Proceed is provided to the Contractor. Any costs incurred prior to DEPARTMENT and FHWA approval will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.

- I. The OWNING AGENCY shall submit completed plans, specifications, and estimates to the DEPARTMENT and FHWA for review and approval. Advertising for bids and letting of the contract to construct the Functional Replacement may follow the general procedures utilized by the OWNING AGENCY, if acceptable to the DEPARTMENT and FHWA. The OWNING AGENCY shall assign or engage through contract a Clerk of the Works to oversee Construction. The DEPARTMENT will be responsible for periodic on-site inspections to note any changes from the approved plans and to ensure that betterments that were not approved as items in the Functional Replacement agreement are not included at FHWA or DEPARTMENT cost.
- J. If, during design or construction, change orders are needed, the OWNING AGENCY shall timely submit the documents supporting the change to the DEPARTMENT. The DEPARTMENT will transmit all change orders to FHWA for review and approval.
- K. The OWNING AGENCY shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the AGREEMENT. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the AGREEMENT, as well as backup information to support the charges. The OWNING AGENCY shall certify that the invoices properly represent payment for work that has been completed and paid for by the OWNING AGENCY.
- L. The OWNING AGENCY is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the OWNING AGENCY with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- M. The OWNING AGENCY shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the OWNING AGENCY or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- N. Non-Discrimination:
  1. The OWNING AGENCY agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the

“REGULATIONS”), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the OWNING AGENCY receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the OWNING AGENCY for the period during which Federal financial assistance is extended.

2. The OWNING AGENCY hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
  - a. That each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the OWNING AGENCY shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The OWNING AGENCY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
  - c. That the OWNING AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The OWNING AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT’s DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the OWNING AGENCY of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
  - d. That the OWNING AGENCY shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*

3. The OWNING AGENCY shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>

O. If there is a default of any nature to this AGREEMENT, the OWNING AGENCY shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse 100% of eligible costs to the OWNING AGENCY after receipt and approval of properly documented invoices that have been certified by the OWNING AGENCY as properly representing work eligible under the Functional Replacement Agreement that has been completed and paid for by the OWNING AGENCY.
- C. The DEPARTMENT will perform review and oversight on the replacement project to insure compliance with the Agreement, including the following elements:
  - a. Site selection,
  - b. Replacement facility plans and specifications,
  - c. Contract documents,
  - d. Progress inspections during construction, and
  - e. Final inspection at completion.
- D. If, during design or construction, change orders are needed, the DEPARTMENT shall be responsible for review of the change(s) to ensure that betterments are not included at project cost. DEPARTMENT will transmit all changes orders to FHWA for review and approval.
- E. The DEPARTMENT shall use its best efforts to obtain FHWA approval necessary to issue a Notice to Proceed for award of contracts to complete the Functional Replacement.

## **III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE OWNING AGENCY:**

- A. That the OWNING AGENCY will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so. Any costs incurred prior to the notice to proceed will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth on page 1 of this Agreement.

As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the OWNING AGENCY under this AGREEMENT in excess of the estimated amounts detailed in each Item unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.

- C. That the OWNING AGENCY shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for **payment** in an expeditious manner.
- D. That the OWNING AGENCY agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within six (6) years after the date of the Agreement approval by G&C, unless earlier terminated as provided herein. The OWNING AGENCY may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The OWNING AGENCY is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the OWNING AGENCY will attend a meeting with the DEPARTMENT's representative and FHWA after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The OWNING AGENCY will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the OWNING AGENCY. Such termination shall relieve the DEPARTMENT and the OWNING AGENCY from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

**PEASE DEVELOPMENT AUTHORITY,  
DIVISION OF PORTS AND HARBORS**

By: \_\_\_\_\_  
Commissioner  
Department of Transportation

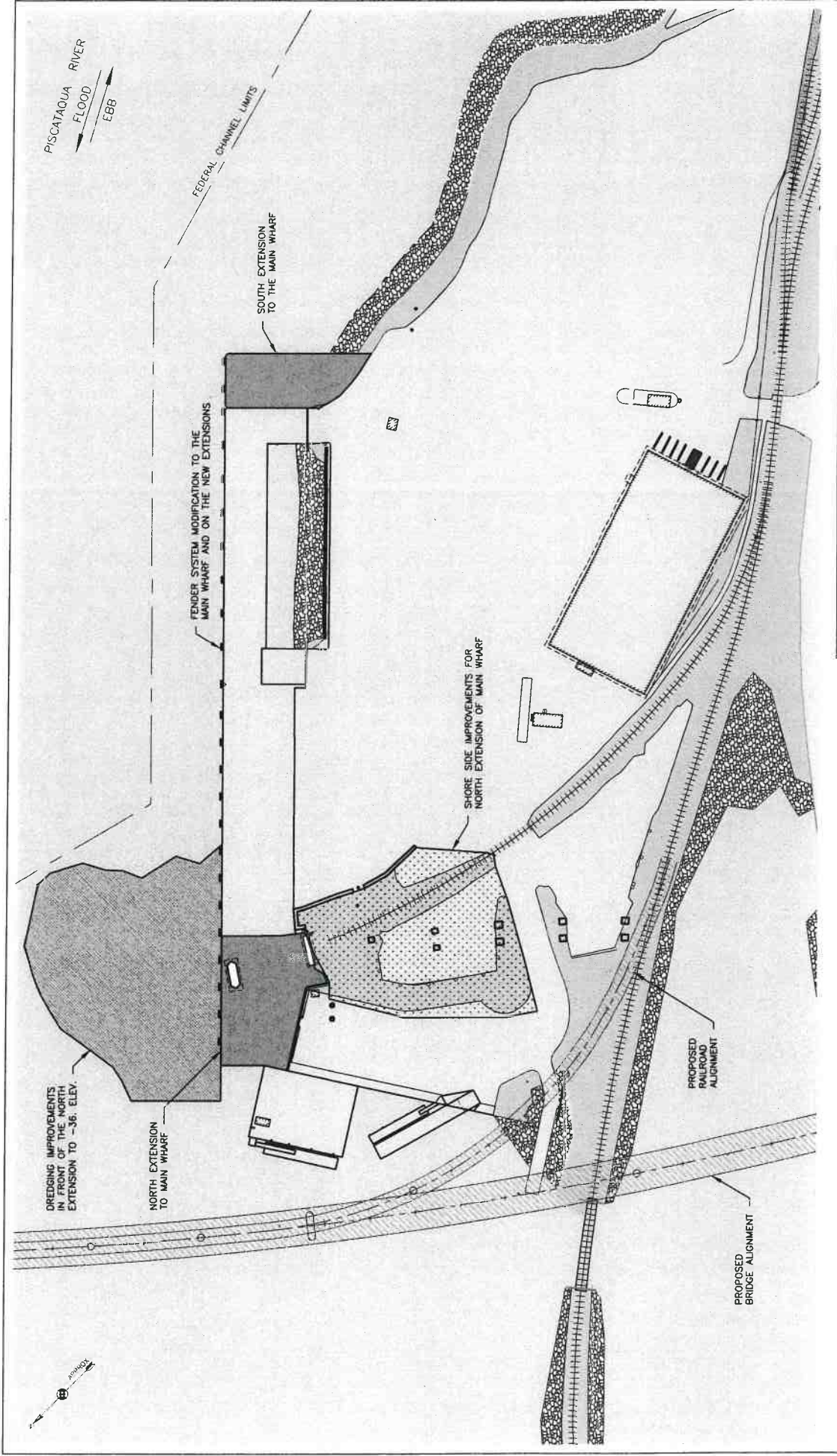
By: \_\_\_\_\_  
Title: NH Port Director  
Geno Marconi

Authorized to enter into Agreement as  
approved by Governor & Council on  
\_\_\_\_\_





GRAPHIC SCALE 0 100' 200'	DATE JANUARY 2014	APLEDORE MARINE ENGINEERING, INC. PORTSMOUTH, N.H.	PEASE DEVELOPMENT AUTHORITY DIVISION OF PORTS AND HARBORS PORTSMOUTH, NH MARKET STREET
	CONCEPTUAL REPORT PROPOSED BRIDGE ALIGNMENT IMPACT PLAN		
			PORTSMOUTH, NH   FIG. NO. 3



<p>GRAPHIC SCALE</p> <p>0 100' 200'</p>	<p>DATE</p> <p>JANUARY 2014</p>	<p>APPLIED MARINE ENGINEERING, INC.</p> <p>PORTSMOUTH, N.H.</p>	<p>PLEASE DEVELOPMENT AUTHORITY DIVISION OF PORTS AND HARBORS</p> <p>PORTSMOUTH, NH</p> <p>MARKET STREET</p> <p>CONCEPTUAL REPORT OPTION OVERVIEW PLAN</p>
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## MOTION

Director Preston:

The Pease Development Authority Board of Directors authorizes the Executive Director to seek authorization from the Capitol Budget Overview Committee ("CBOC") to expend not more than \$1,773,028.00 from the Port Expansion Fund ("PEF") for the purpose of conducting Design, Engineering and Permitting of the Functional Replacement of the Barge Dock at Market Street Terminal all in accordance with Chapter 351:5, Laws of 1991, amended by Chapter 2, Laws of 2013, and contingent upon execution of the Project Agreement with New Hampshire Department of Transportation; and in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 1, 2017, attached hereto.

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To: Pease Development Authority Board of Directors

From: Geno Marconi, Director, Division of Ports and Harbors 

Date: 8/1/2017

Subject: Functional Replacement of Barge Dock: Port Expansion Fund

The Division of Ports and Harbors requests approval of the PDA Board of Directors to seek authorization from the Capital Budget Overview Committee ("CBOC") to expend not more than \$1,773,028.00 from the Port Expansion Fund for the purpose of conducting design, engineering and permitting of the Functional Replacement of the Barge Dock at the Market Street Marine Terminal all in accordance with Chapter 351:5, Laws of 1991, amended by Chapter 2, Laws of 2013 and contingent upon execution of the Project Agreement with New Hampshire Department of Transportation. The expenditure is reimbursable by the Federal Highway Administration.

The current balance of the Port Expansion Fund is \$5,431,322.13.

## MOTION

Director Bohenko:


The Pease Development Authority Board of Directors authorizes the Executive Director to approve the proposal from Appledore Marine Engineering, LLC for the purpose of conducting design, engineering and permitting work for the Barge Dock Functional Replacement Project provided in the attached proposal and contingent upon the following:

- Approval and execution of the Functional Replacement Agreement with NH DOT
- Authorization by the Capital Budget Overview Committee to expend funds from the Pier Expansion Fund, to be reimbursed by the Federal Highway Administration;

all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 1, 2017, attached hereto.

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To: Pease Development Authority, Board of Directors

From: Geno Marconi, Director, Division of Ports and Harbors 

Date: 8/1/2017

Subject: Functional Replacement of Barge Dock: Design, Engineering and Permitting

The Division of Ports and Harbors has requested a proposal from Appledore Marine Engineering, LLC ("AMI") to provide Marine Engineering Services associated with the Functional Replacement of the Barge Dock. Please see attached proposal. The proposed cost is \$1,773,028.00.

The Division advertised a Request for Qualifications ("RFQ") and conducted a qualification-based selection. The PDA Board of Directors approved Appledore Marine Engineering, LLC for on-call marine engineering services at its June 15, 2017 Board Meeting.

The Division and NH DOT conducted an Independent Governmental Assessment ("IGA") of the proposal and compared the IGA with AMI's spreadsheet of values and the review team concurred on the proposal fee.

The Division requests that the PDA Board of Directors approve the proposal for Marine Engineering Services for the Barge Dock Functional Replacement contingent upon the following:

- Approval and execution of the Functional Replacement Agreement with NH DOT
- Authorization by the Capital Budget Overview Committee to expend funds from the Pier Expansion Fund, the current balance of which is \$5,431,322.13, to be reimbursed by the Federal Highway Administration.



- Wharf

60'+/- southern end extension

145'+/- northern end extension

Fender System Modifications

- Dredging 16,000 CY of soil and rock over an area of approximately 55,000 SF
- Shore Side Grading and drainage to include approximately 60,000-70,000 SF of grading, paving and drainage. Estimated 6,000 CY of material for disposal

Based on the construction cost estimates developed for the PDA/DPH Conceptual Design Study (2014), the estimated construction cost of this project is estimated to be \$24,730,000 escalated to the year of anticipated construction of 2018.

To complete the required engineering studies, investigations, design, regulatory permitting and bid support services we have assembled a team that leverages the DOT team members currently involved in the replacement of the SML Bridge project. The team and respective roles are as follows;

Appledore Marine Engineering (AME)	Project Management, Marine Structural Design
Hoyle Tanner Associates (HTA)	Site engineering
McFarland Johnson (MJ)	Regulatory permitting approvals
GZA	Geotechnical
Ransom Consulting, Inc (RANSOM)	Environmental Management for Site Improvements
James J. Bajek, LLC (BAJEK)	Dredge disposal sampling, and testing

#### **SCOPE OF SERVICES:**

This scope of services is developed to support the owner in obtaining the necessary regulatory approvals and to allow complete bidding by qualified marine contractors for the construction. The scope of work includes the following basic tasks;

#### **TASK 1: SITE INVESTIGATIONS**

1. Geotechnical explorations, sampling and testing
2. Existing conditions survey update
3. Dredge material sampling and testing
4. Shore side soil sampling and characterization
5. Underwater investigation in vicinity of proposed structures
6. Doppler current meter installation to determine current velocity
7. Validation of existing conditions

#### **TASK 2: PRELIMINARY DESIGN**

1. Environmental load development
2. Evaluation of operational requirements
3. Mooring berthing analysis
4. Preliminary Marine structural design
5. Utility coordination



6. Preliminary Grading, drainage and utilities design

TASK 3: REGULATORY APPROVALS

1. NEPA

- Purpose and need statement and alternatives
- Environmental impacts
- Document preparation and submittal

2. Permitting

- NHDES Wetlands Dredge and Fill
- Army Corps of Engineers Wetlands
- Section 401 Water Quality Certification
- Shoreland Water Quality Protection Act (SWQPA)
- CZM Consistency Review
- Alteration of Terrain
- Biological Assessment and Essential Fish Habitat Assessment
- Historical and Archeological Resources

TASK 4: FINAL DESIGN AND CONTRACT DOCUMENTS

1. Marine structural design
2. Fender system and Mooring system design
3. Dredge design and generation of quantities
4. Storm water drainage system design
5. Grading and pavement design
6. Utility modifications

TASK 5: BID SOLICITATION AND EVALUATION

1. Response to questions during bidding
2. Development of amendments
3. Review of bids

**MEETINGS:**

The following meetings will be attended by AME personnel and appropriate team members to support the development of the design and regulatory approvals.

1. Kick Off and Stakeholder Engagement
2. Preliminary Design Review
3. Final Design Review
4. Pre-Bid Meeting
5. NHDES Coordination
6. Dredge management task force coordination

7. USACOE Coordination

8. EPA Coordination

**DELIVERABLES:**

The following submissions will be made as part of this scope of services.

1. Field Investigation
  - Updated existing conditions survey
  - Geotechnical and hazardous material field explorations
  - Dredge material sampling and testing
  - Underwater inspection findings
2. Basis of Design
  - Review and identification of appropriate design guides and codes
  - Identification and development of appropriate project loading including (wind, wave, current, passing vessel, seismic, and mooring/berthing)
  - Structural analysis
  - Storm drainage modeling
3. Preliminary Design
  - Contract drawings using AutoCAD version 2010, following guidance of the National CAD standard
  - Specifications
  - Opinion of probable construction cost
4. Regulatory Permitting & Approvals
  - NHDES Wetlands Dredge and Fill application
  - Army Corps of Engineers Wetlands application
  - Section 401 Water Quality Certification application
  - Shoreland Water Quality Protection Act (SWQPA) application
  - CZM Consistency Review application
  - Alteration of Terrain application
  - Biological Assessment and Essential Fish Habitat
  - Historical and Archeological Resources
5. Final Design
  - Contract drawings using AutoCAD version 2010, following guidance of the National CAD standard
  - Specifications
  - Opinion of probable construction cost
6. Updated Contract Drawings Ready for Construction, post bid solicitation, incorporating amendments

**ASSUMPTIONS:**

1. Regulatory permitting application fees and environmental mitigation will be paid by the Owner.
2. No site specific historic or archeological studies will be required
3. No site specific detailed studies of rare species or ecology will be required
4. That the project will be classified as a categorical exclusion for the NEPA process
5. The project will be exempt from City of Portsmouth site plan review
6. Dredge spoils will be granular and suitable for offshore disposal without biological testing requirements, similar to the recently approved upper Piscataqua turning basin.
7. No Federal Channel relocation or de-authorization will be required

**SCHEDULE:**

AME will commence work on the project immediately upon written notice to proceed and anticipate completion of each task in accordance with the following schedule. The schedule may need to be adjusted to accommodate weather for field explorations and availability of regulatory authorities for necessary coordination.

Task	Description
Kick Off Meeting	14 Days from notice to proceed
Field Investigations	120 Days from notice to proceed
Preliminary Design	150 Days from notice to proceed
Regulatory Permitting Applications	30 Days from completion of preliminary design
Final Design	60 Days from receipt of owner comments
Updated Contract Documents	14 Days from selection of contractor

**FEES:**

Fees for consulting services will be in accordance with the following schedule on a fixed fee basis.

Task	Fee
Project Management and Quality Control	\$ 135,408.00
Subconsultant Coordination & Oversight	\$ 92,125.00
Engineering Investigations	\$ 92,605.00
Dredge Material Disposal Regulatory Approval	\$ 19,436.00
Marine Structural Design and Dredge Design	\$ 879,027.00
Bid Solicitation Services	\$ 70,308.00
Site Engineering and Alteration of Terrain Permit	\$ 119,389.00*
Regulatory permitting approvals	\$ 119,680.00*
Marine Geotechnical Explorations and Engineering	\$ 122,750.00*
Site soil characterization, explorations, testing, & Requirements	\$ 103,400.00*
Dredge material sampling and testing	\$ 8,950.00*
Hydrographic Survey	\$ 9,950.00*
<b>Total Fee</b>	<b>\$1,773,028.00</b>

\* Subconsultant fee identified on Sub Services tab of fee spreadsheet (See Attachment 1) and sub consultants detailed fee proposals included in Attachment 2.

The attached General Provisions dated January 2017, detail payment terms and reimbursable expenses along with other items. Prompt payment of invoices is necessary for us to maintain a schedule and provide responsible service. We will invoice monthly for our engineering services and reimbursable expenses. Payment is due within thirty (30) days of date of invoice.

Thank you for giving us the opportunity to present a proposal for this work. If this Letter of Engagement, and attached General Provisions satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy and return it to us. Receipt of the signed copy will serve as our Notice to Proceed.

If you have any questions or require additional information, please do not hesitate to contact me.

Regards,



Noah J. Elwood, PE  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Pease Development Authority – Division of Ports and Harbors

MOTION

Director Loughlin:

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

1. 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; and
2. NHRSA 91-A:3, Paragraph II(d) for the purpose of discussing the acquisition, sale or lease of property.

Note: Roll Call Vote

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MOTION

Director Allard:

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 August 10, 2017 meeting related to:

1. Litigation threatened or filed; and
2. Leasing of property

would, if disclosed publically, a) affect adversely the reputation of any person other than a member of the public body itself; and b) render the proposed actions ineffective; 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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