

PEASE DEVELOPMENT AUTHORITY
Thursday, September 20, 2018

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: August 16, 2018*
[Note: Minutes of June 21, 2018 were Revised]
- III. **Public Hearing: Seacoast Helicopters, LLC***
- IV. Public Comment
- V. Old Business
 - A. Discussion Regarding Creation of Task Force to Establish Force Housing at Pease International Tradeport
- VI. Finance
 - A. Reports
 1. Operating Result for 12 Month Period Ending June 30, 2018 (Preliminary)*
 2. Nine Month Cash Flow Projections to May 31, 2019*
 - B. Approvals
 1. Berry Dunn McNeil & Parker, LLC – Independent Information Technology Assessment* (Loughlin)
- VII. Licenses/ROE/Easements/Rights of Way/Options
 - A. Reports
 1. KOALD Design – Extension to ROE*
 2. City of Rochester – Seacoast Manufacturing Exchange Event*
- VIII. Leases
 - A. Reports
 1. 75 New Hampshire, LLC – Twin Rivers Paper Co., LLC*
 - B. Approvals
 1. KOALD Design – 47 Durham Street* (Allard)
 2. Summit Land Development – 254 Corporate Drive* (Levesque)
 3. 119 International Drive, LLC – 19 Rye Wetland Buffer* (Lamson)
- IX. Contracts/Agreements
 - A. Approvals
 1. Cintas Uniform Services – Uniform Bid Contract* (Torr)

X. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations
2. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*

B. Approvals

1. Bills for Legal Services* (Bohenko)

XI. Division of Ports and Harbors

A. Reports

1. Port Advisory Council*
2. Commercial Mooring Transfer*
3. Isle of Shoals Steamship Company – Parking Agreement*

XII. New Business

XIII. Upcoming Meetings

| | |
|--------------------|---------------------------------|
| Port Committee | October 4, 2018 (55 Market St.) |
| Audit Committee | October 11, 2018 |
| Board of Directors | October 18, 2018 |

All Meetings begin at 8:00 a.m. unless otherwise posted.

XIV. Directors' Comments

XV. Non-Public Session* (Loughlin)

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|---|
| <ol style="list-style-type: none">1. Personnel2. Leasing3. Litigation |
|---|

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, August 16, 2018

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chairman; Robert A. Allard, Treasurer; John P. Bohenko;
Margaret F. Lamson; Neil Levesque and Franklin G. Torr
Attending: David R. Mullen, Pease Development Authority (“PDA”) Executive Director; Lynn M.
Hinchee, PDA Deputy Executive Director and General Counsel; PDA staff members;
members of the public.

I. Call to Order

Chairman Smith called the meeting to order at 8:03 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Minutes: June 21, 2018

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the June 21, 2018 Board meeting.** Discussion: Director Torr requested that the minutes be amended in Section V. The representative from Service Credit Union was Michelle Saccoccia and asked that her last name be included. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comments

A. Presentation by Councilor Rebecca Perkins

City of Portsmouth Councilor Rebecca Perkins provided a handout and discussed the need for work force housing on the Tradeport. Ms. Perkins reported that PDA’s success has added approximately 10,000 jobs to the region but there is a housing shortage which is driving up housing prices. Ms. Perkins requests the PDA Board of Directors to consider for the September 2018 Board Meeting the development of a task force to address issues pertaining to potentially allowing work force housing in select areas on the Tradeport.

Director Bohenko moved and Director Levesque seconded that the Board discuss the task force at its next meeting. Director Bohenko stated that work force housing has been looked at many times and recommends that seven people sit on the Task Force Committee including the Portsmouth City Planner, a Portsmouth City Council member, Executive Director Mullen, and two other PDA staff members. If the Task Force could come to a decision, the report would at least be on file for future reference. In response to Director Lamson’s question regarding the effect to the Town of Newington such as education and soil pollution, Ms. Perkins responded that these are the types of issues the Task Force should be charged with.

Chairman Smith stated that the Town of Londonderry was grappling with the same issue with three work force housing places in Town; that the work force housing rents are not as low as you would think; there are not many school-aged children but occupied by professionals and elderly residents.

B. General Comment

Rick Becksted, Portsmouth City Councilor, spoke in support of the development of a Task Force for workforce housing. Mr. Becksted asks that Mr. Mullen be on the Task Force and speak at the Council meetings. Mr. Becksted also stated that the Task Force should be for issues other than housing and not just the Tradeport, more regional, as other towns are involved or affected.

Doug Roberts, Portsmouth City Councilor, also spoke in support of the development of a Task Force for workforce housing. Mr. Roberts stated that people who currently work on the Tradeport come from surrounding towns and is not sustainable. Mr. Roberts further stated that people want to live closer to work. Mr. Roberts questioned where the 1,000 new employees of Lonza will live and suggests they will live in Portsmouth which will drive up housing costs.

Mark George, Major Account Representative of Waste Management, spoke in connection with a recent bid by PDA for non-hazardous solid waste removal services. At the bid opening held on August 2, 2018, Waste Management submitted what appeared to be the lowest bid. Upon further review by PDA, the bid by Waste Management was found to be unresponsive due to additional items with variable charges which affected the pricing. Mr. George provided a handout with more detail regarding the pricing and asserted that Waste Management would still be the lowest bidder.

IV. Old Business

A. Approvals

1. Two International Group – 100 New Hampshire Avenue Option Extension

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to extend to March 31, 2019, the Option for the premises located at 100 New Hampshire Avenue (the “Premises”) to Two International Group, LLC; as outlined in the letter from Lynn M. Hinchee, Deputy Executive Director and General Counsel, dated July 6, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. NH DOT – Extension of ROE in Contemplation of Transfer

Director Lamson moved and Director Levesque seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an extension of the Right of Entry with the New Hampshire Department of Transportation (“NH DOT”) for the Portsmouth Transportation Center and associated parking facility located at Pease International Tradeport for a period of one (1) year in anticipation of the transfer of the Premises to NH DOT prior to that date; all in accordance with the Extension of Right of Entry, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

V. Finance Report

Irv Canner, PDA Director of Finance, reported on the status of PDA finances.

A. Financial Reports

1. Operating Results for 11 Month Period Ending May 31, 2018

Mr. Canner reported the audit on the physical inventory went well. There were no audit findings. The auditors will be back in September for the year end through June 30, 2018. PDA received a letter from the Dept. of Commerce regarding the Revolving Loan Fund (“RLF”) and received a risk rating of “A” which is the highest rating.

The financial picture is consistent from prior months with operating revenues higher by 3.2% and operating expenses lower by 4.8%. The cash balances are currently over \$5 million. The close out of FY 18 shows approximately \$15 million in operating revenues and \$12 million in operating expenses, although these amounts are not yet final. The operating trends for revenues at the end of May shows \$415,000 driven by fee revenues of \$304,000 above budget.

Currently, there is one open position for an Assistant Electrician in Maintenance Group. As of Tuesday's payroll, there are 148 people. In response to Director Lamson's question of how many summer seasonal employees PDA has, Mr. Canner responded approximately 80 employees. Labor costs are over budget are driven by overtime for wharfage and dockage activities as well as coming out of the snow season. The post retirement adjustment is not reflected in these figures.

Operating expenses include the legal services which has annual budget of \$500,000. PDA has invoices for legal services through the end of June which is not included in the figures. The budget gap of \$192,000 should get tighter but are not expected to be over \$500,000 for the fiscal year.

Mr. Canner discussed the individual business units. At the end of May, Portsmouth International Airport at Pease ("PSM") had approximately 76,000 enplanements by the end of June which is 40% greater than last year at this time. Skyhaven Airport ("DAW") shows a loss of \$122,000 for operations. The cumulative number for funds needed to support DAW is approximately \$1.6 million.

The Golf Course showed operating revenues up by 13%. Golf fees were \$144,000. The positive variance in the operating income number by \$141,000. The business units at the Golf Course are all positive from a profit stand point. Food and beverage accounts for approximately 15% of revenue and about 47% of the profit of the bottom line. Grill 28 sales are 8% higher than last year. The rounds of golf played are 7% ahead than where we were last year.

The unrestricted funds at the Division of Ports and Harbors ("DPH") are still positive. Operating revenues were \$83,000 higher than expected. The impact on operating income is \$37,000.

In response to Director Bohenko's question on whether the Grill 28 food sales amounts include the sales for tournaments, Mr. Canner responded the tournaments are included and PDA gets a percentage on that as well.

2. Nine Month Cash Flow Projections to April 30, 2019

Mr. Canner reviewed PDA cash flow projections for the nine month period ending April 30, 2019 including sources of funds for grant funded and non-grant funded projects. This captures just over \$9 million in capital expenditures with \$6 million in non-grant related capital expenditures and over \$3 million in grant related capital expenditures. The biggest item is the terminal expansion which will start in terms of cash flow in the next calendar year. PDA will be borrowing under the revolving line of credit ("RLC") next year beginning in the first quarter and the impact on our unrestricted cash balances, which are currently over \$5 million, will taper down. Provident Bank has expressed a positive attitude in working with PDA and will partner with PDA needs to move further than the \$5 million. PDA will need to provide certified report before decisions are made.

DPH expected cash flow trends are consistent with the mooring permits in January and February.

Mr. Canner indicated that he will be reporting next month on the year-end audit.

VI. Licenses/ROE/Easements/Rights of Way/Options

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of License Agreements," Mr. Mullen reported the following:

A. Reports

1. Harvey Construction – ROE

Mr. Mullen reported that Harvey Construction was granted a ROE for the period of August 13, 2018 through December 31, 2018 for the storage of construction trailers at 119 Arboretum Drive.

2. International Association of Privacy Professionals – ROE

Mr. Mullen reported that International Association of Privacy Professionals was granted a ROE for additional parking at 14 Aviation Avenue on July 11, 2018 in connection with a company family picnic.

3. NH Dept. of Environmental Services – ROE

Mr. Mullen reported that the New Hampshire Department of Environmental Services was granted a ROE for the period of July 11, 2018 through July 18, 2018 to perform maintenance to their oil spill response equipment.

4. Wood Environment & Infrastructure Solutions, Inc. – ROE

Mr. Mullen reported that Wood Environment & Infrastructure Solutions, Inc. was granted a ROE for the period of July 12, 2018 through October 31, 2018 for the purpose of staging vehicles and materials surrounding 31 Exeter Street in connection with the construction on the AIMS facility.

5. KOALD Design – ROE

Mr. Mullen reported that KOALD Design was granted a ROE for the period of August 1, 2018 through September 30, 2018 for inspection purposes of the Premises located at 47 Durham Street.

VII. Leases

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

A. Reports

1. Two International Group, LLC – Alliance Funding Group

Mr. Mullen reported that Two International Group, LLC entered into a sublease with Alliance Funding Group (“Alliance”) for 4,413 square feet within the leased premises at 2 International Drive, for a period of five years effective after the issuance of a Certificate of Occupancy which is anticipated to be August 1, 2018, with one (1) five year option to extend. Alliance will use the premises for office and related uses. Director Lamson approved the sublease.

2. 200 International, Limited Partnership – Revision Military, LTD

Mr. Mullen reported that 200 International, Limited Partnership entered into a sublease with Revision Military, LTD (“Revision”) for 5,233 square feet within the leased premises at 200 International Drive, for a period of one year effective July 1, 2018. Revision will use the premises for general office use. Director Lamson approved the sublease.

VIII. Signs

A. Approvals

1. 85 NH LLC – Variance

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of the proposed signs for 75 NH LLC, at 85 New Hampshire Avenue subject to the approval of a variance by the City of Portsmouth Zoning Board of Adjustment; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated August 9, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

IX. Contracts/Agreements

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs,” Mr. Mullen reported the following:

A. Reports

1. Eckhardt & Johnson, LLC – HVAC Emergency Replacement

PDA contracted with Eckhardt & Johnson, LLC for the emergency replacement of the HVAC system at the Terminal building. The expenditure of \$30,999.45 was approved by Vice-Chairman Loughlin.

B. Approvals

1. Stanley Elevator Co., Inc. – Elevator Services

Director Bohenko moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Stanley Elevator Company, Inc. for the purpose of providing elevator inspection and maintenance service. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Stormwater Compliance, LLC – Vacuum Sweeping

Director Torr moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Stormwater Compliance, LLC for the purpose of providing vacuum sweeping service. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

3. Pinard Waste Services Co., Inc. – Non-Hazardous Solid Waste Disposal

Director Lamson moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Pinard Waste Services Co., Inc. for the purpose of providing non-hazardous solid waste disposal services. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto. Discussion: Ms. Stowell stated that the bid was for two years, not three as in the Motion. Ms. Stowell explained that on the Bid Form in the bid package listed the properties as well as frequencies for pick up for trash and**

recyclables. At the bottom of the Bid Form there was line for the “Monthly Charge” which included a disclaimer that this wasn’t exactly the charge for the month because the figure could be skewed due to the DPH properties requiring different frequencies based on the season. During the bid process it was realized that some of the frequencies that were specified in the bid package were not what was PDA was currently receiving when invoices were reviewed. PDA considered providing an Addendum to the bid package but determined the frequencies outlined in the bid package would still provide equal criteria for contractors to bid.

Ms. Stowell further explained that, in her memo, that the expected monthly price from Pinard Waste Services Co., Inc. (“Pinard”) would be \$3,830 per month and in the memo from Waste Management (“WM”), it stated that Pinard’s bid was approximately \$5,800. PDA made adjustments for the seasonal services and frequency so PDA could see what the actual price would be. In the bid packages, PDA asked for a fixed firm price which included all fuel charges, environmental charges, transportation fees and anything else needed to be in that bottom line so the costs could be compared. WM bid had variable pricing in its submitted bid which included recycled materials and a CPI index. WM bid was considered non-responsive because WM did not provide a fixed bottom line figure.

In response to Director Bohenko’s question about whether Pinard’s bid included a fixed cost for recyclables even with a contaminated load, Ms. Stowell stated that it did and there were no disclaimers for the price being higher if there should be a contaminated load. In response to Director Allard’s question whether WM’s bid, including the add-ons, is still lower, Ms. Stowell stated that, if WM included the additional pricing information in their bid, PDA would have accepted it. In response to Director Allard’s question whether WM’s adjusted bid was lower than Pinard’s bid, Ms. Hinchee stated that PDA cannot make adjustments for the bid because WM did not put a cap on what the adjustments would be over the time period; there is no way for PDA staff to make that assessment. Mr. George indicated that the original proposal did include what those charges would be and was also on the cover page submitted.

Director Bohenko requested a roll call vote. Disposition: Resolved by 6 votes for; 1 against (Director Torr); motion carried.

4. Chadwick-BaRoss, Inc. – Holder Sidewalk Tractor Attachments

Director Levesque moved and Director Torr seconded that **The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Chadwick-BaRoss, Inc. in a total amount not to exceed \$39,470.00 for the purchase of attachments for a Holder Sidewalk Tractor; all in accordance with the memorandum of Paul E. Brean, dated August 8, 2018, 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 reason:

- 1. Due to the proprietary nature of the hitch mount and PTO transmission on the tractor, attachments are limited to the use on the Holder Tractor and no other aftermarket attachments can be sourced.**

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

X. Executive Director's Reports/Approvals

A. Reports

1. Legal Bills (by Delegation)

In accordance with the "Delegation to Executive Director: Consent, Approval and Expenditure of Expenditure of Funds for Legal Services," Mr. Mullen reported that PDA paid an invoice from Anderson & Kreiger, LLP for legal services through May 31, 2018 in the amount of \$102.00.

2. Golf Course Operations

Scott DeVito, General Manager, reported on the activities at the Golf Course. Mr. DeVito expanded on the discussion regarding Golf Course revenue. Approximately \$85.00 per player is the price point target for each event and \$30.00 is for food and beverage. Of the 4,000 rounds the Golf Course did in FY18, the Golf Course received \$120,000 just for food. In response to Director Bohenko's question what was the percentage received by the Golf Course and what was the actual amount received, Mr. DeVito indicated the Golf Course gets 17% and that the Gold Course gets 17% of the \$120,000.

Mr. DeVito reported that the PDA Maintenance Department is working on the annual turf management, the coring and aerating the Blue Course today. The maintenance work is done now while PDA has more staff on hand and because September and October are heavy tournament months. In response to Director Bohenko's question about the drainage, Mr. DeVito stated the drainage is holding up, that there was only 1½ days where the lower holes had to be closed down and kept just the upper nine open.

In response to Director Lamson's questions regarding spraying for ticks and mosquitos, Mr. DeVito reported that there is a license for a separate company to do the spraying periodically and when the brush gets knocked back it is less of an issue. There was an issue with ticks over two years ago and the course was sprayed.

Mr. DeVito stated that the Pay Now, Play Later Program for FY19 will be advertised soon and starts on September 17.

3. Airport Operations

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

a. PSM

The number of enplanements the month was 8,928. The number of passengers are split 50/50 between Allegiant (with 4,200) and troop passengers (4,600). The fuel flowage fee ("FFF") was initiated July 1st with approximately 900,000 gallons sold in the month of July. The FBO has been targeting corporate business.

b. Skyhaven Airport

Mr. Brean reported that the Wings and Wheels event held earned approximately \$9,000 for the Rotary Club of Rochester. DAW did see some damage from a lightning storm. In response to Director Bohenko's question on the amount of PDA's deductible and how much damage there was, Mark Gardner, Deputy General Counsel, stated there is a \$5,000 deductible and the amount of damage is approximately \$15,000-\$20,000 but this is not a final figure.

Mr. Brean reported that the noise reporting line web site was hacked and the reports were garbled. The phone line was operational during this period. The web site was shut off. Mr. Brean stated that the new web site design will hopefully be completed by the next Board meeting.

c. Noise Line Report

There were a total of 28 noise inquiries at PSM during the month of June. There were 28 inquiries regarding rotor activities originating from two residences in Portsmouth and one residence in Newington. All inquiries pertained to Seacoast Helicopters. Director Lamson stated that she has been monitoring Seacoast Helicopters which has been very busy in that area. Mr. Brean stated that PSM will forward the noise report to the management of Seacoast Helicopter so they will know.

There were a total of 12 noise inquiries at PSM during the month of July. There were 12 inquiries regarding rotor activities with 11 calls originating from one residence in Portsmouth and one call from one residence in Newington. Both inquiries pertained to Seacoast Helicopters.

B. Approvals

1. Bills for Legal Services

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$60,063.00 for the following legal services rendered for the Pease Development Authority:**

| | | | |
|----|--|--------------------|--------------------|
| 1. | Anderson & Kreiger, LLP Federal Regulatory Advice Through June, 2018 | <u>\$7,854.00</u> | \$7,854.00 |
| 2. | Kutak Rock LLP | | |
| 3. | CLF/Through June 30, 2018 | \$738.00 | |
| | General/Through June 30, 2018 | <u>\$164.00*</u> | \$902.00 |
| 3. | Sheehan Phinney Bass + Green Tradeport-General Representation Through May 31, 2018 | \$4,843.00 | |
| | CLF/Through May 31, 2018 | \$23,670.00 | |
| | CLF/Through June 30, 2018 | <u>\$22,794.00</u> | |
| | | | <u>\$51,307.00</u> |
| | Total | | <u>\$60,063.00</u> |

*The balance will be paid by the City of Portsmouth. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

2. Grant Acceptance – Airport Expansion

Director Bohenko moved and Director Allard seconded that **In connection with the Airport Terminal expansion project, the Pease Development Authority Board of Directors hereby authorizes the Executive Director to:**

- (1) subject to availability, accept on behalf of the PDA any and all Federal Aviation Administration ("FAA") Supplemental or other AIP Grant Offers up to a projected amount of \$14,169,882.15 or more;
- (2) subject to availability, accept from NHDOT Bureau of Aeronautics any and all matching funds up to a projected amount of \$787,215.68, or more;
- (3) subject to receiving all FAA grant funding and all matching funds from NHDOT Bureau of Aeronautics, expend PDA funds up to a projected amount of \$2,340,841.40;
- (4) enter into a contract with Hutter Construction for the project in an amount not to exceed \$15,402,000.00, including allowances;
- (5) enter into a contract with McFarland-Johnson, Inc. for the project construction phase engineering services in an amount not to exceed \$2,053,000.00;
- (6) in the absence of full FAA funding or matching funds from the NHDOT Bureau of Aeronautics, authorize the PDA to borrow funds in a total amount of up to \$16,489,520.00 on the most favorable terms available;
- (7) in the event only partial FAA grant funds and NHDOT Bureau of Aeronautics matching funds are made available, authorize the PDA to expend the required amount of its own funds, or borrow as set out in (6) above, to make up the difference to cover the costs of the project; and
- (8) execute all grant offers and contracts or such other documents and/or agreements as are necessary or appropriate to implement all phases of the Airport Terminal expansion project.

all in accordance with the memorandum from Maria J. Stowell dated August 9, 2018, attached hereto.

Discussion: Ms. Stowell provided background regarding the project. The go ahead for the design work was approved by the Board last fall to take advantage of grant entitlement money available to PDA for this fiscal year and the memo in the package refers to that entitlement grant in the amount of approximately \$1.8 million. It was assumed at that time that PDA would have to use its own funds for the remainder of the project, which is now is up to \$19 million which includes all of the design and engineering work. In the meantime, a legislation appropriations bill was signed in June which made available and additional \$1 billion for airport development over the next three years. PDA is in a good position to get some of the \$1 billion which is for projects throughout the country. The PDA has a project that is ready to go and the fiscal years ends September 30. The first step was to submit a Letter of Interest with information pertaining to the project, why PDA needs the project and the costs which was submitted last week. PDA is waiting to hear from the FAA to see if any of the money is available. The best case would be that the grant would cover all but PDA's portion of \$2 million, and the worst case would be that PDA will have to provide the entire \$16 million for the balance of the project. It is expected that the PDA will know by the end of August.

Ms. Stowell described the footprint of the project. The new part of the terminal of 12,000 s.f. will be added and will be two stories. A baggage handling modular area of 2,100 square feet will be added as well as a conveyor system from the TSA screening area to the baggage claim area. A dedicated area will be added for future airline offices. Some features were added to the existing building including a SAR area (service animal relief area) will be added which is now a requirement and a companion/family rest room. The length of the new building addition was governed by TSA screening requirements. Also included in the project is another passenger boarding bridge, escalator, furniture, security cameras and PA system with the ability to make TSA announcements.

Mr. Brean discussed the \$1 billion grant. The three characteristics for recipients of the grant are: (1) must be a rural airport; (2) money must be a project that provides community economic stimulus; and (3) "shovel" ready; ready to move forward with the project immediately. Mr. Brean stated that, of the \$1 billion,

the FAA wants to spend \$250 million by the end of their fiscal year (ends September 30). Mr. Brean indicated that the PDA is in good standing to get some of the grant money. The expansion project does not include any frills but only the necessities to meet the security and public safety needs now.

In response to Director Allard's questions of the timing of the completion of the expansion Ms. Stowell and Mr. Brean reported that the building should be complete around 18 months from November which would be March or April of 2020. In response to Director Allard's question regarding PDA's contribution if it does not receive any of the \$1 billion, Mr. Canner stated that PDA may use a combination of the RLF and PDA funds. PDA will look at all funding sources.

Other items discussed include:

- pay for parking which is initiating in October being self-funded at this time;
- whether the expansion would limit future development at PSM;
- the affordability of the project if no additional grant money is received;
- the cost of the project if Davis-Bacon wage rates were not applied due to using federal funds and by already using entitlement money, contaminates project to having to use Davis-Bacon wage rates;
- concerns that PSM may end up like Manchester Airport with its drop in flights and PSM out pacing other airports;
- suggestion to show plans to Senator Shaheen who would be interested in the expansion project;
- parking spaces at 30 NH

In response to Director Allard's questions regarding the lease at 30 NH, Mr. Mullen reported that the lease was just signed and it will run through 2022. Ms. Hinchee stated that Spyglass Development has a right to the portion that it constructed until 2032. As far as parking, PDA can take back approximately five acres out of the property. PDA is not constrained in our use of the parking area. Mr. Brean introduced Mr. Jessurum from Port City Air, the FBO, who reported that he runs Allegiant and charters for military and believes the terminal expansion is a great project, he supports the fuel flowage fees and believes the terminal could earn more revenue by doing the project. *Note: Director Bohenko left the room at 9:35 a.m. and returned at 9:38 a.m.* Disposition: Resolved by unanimous vote; motion carried.

3. Airport Liability Insurance

Director Torr moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to increase PDA's airport liability insurance coverage for Portsmouth International Airport at Pease and Skyhaven Airport from \$25,000,000 to \$50,000,000 with an initial annual premium in the amount of \$25,189.00; all in accordance with memorandum from Mark H. Gardner, Deputy General Counsel, dated August 8, 2018, attached hereto.** Discussion: In response to Director Bohenko's question if there were any exclusions on the policy, Mr. Gardner responded that it is broad based coverage excluding environmental and pollution but is a very comprehensive policy that has been in place for some time. Disposition: Resolved by unanimous vote; motion carried.

XI. Division of Ports and Harbors

Geno J. Marconi, Division Director, reported on Division activities, and the approvals sought before the Board represent the current business at the Division of Ports and Harbors ("DPH"). *Note: Chairman Smith left the room at 9:42 a.m. and returned at 9:44 a.m.*

A. Reports

1. Town of Rye – ROE

Mr. Marconi reported that the Town of Rye was granted a ROE at the Rye Harbor Marine Facility for the period of September 10, 2018 to November 19, 2018 to use a portion of State property adjacent to Harbor Road for contractor staging area for bridge repair work being done on Harbor Road.

2. Moorings

Mr. Marconi reported on the Harbor Management Crew (“HMC”) and what they do throughout the season. The HMC keeps close track of what goes on at the harbors in Hampton, Rye, Seabrook, Isles of Shoals and Great Bay in Newington but includes Little Harbor by the wetlands. Little Harbor is a very desirable location and is monitored closely. From 2015-2017, there have been 24 new moorings in that area which is a 20% turnover in that area. There are 119 moorings in Little Harbor. There are nine moorings in Little Harbor registered with boats of 10’ or less. Those boats of 10’ or less represent about 7.5% of the total moorings. In response to Director Bohenko’s question regarding Harbor Masters, Mr. Marconi responded there are two full-time and several part-time in Seabrook, Hampton and Rye, two cover the Portsmouth Harbor area below I-95 bridge and two covering Great Bay. The part-time Harbor Masters are labeled code enforcers and are not certified police officers, only the two full-time Harbor Masters are certified. Director Lamson stated that the Harbor Masters in the Great Bay/Little Bay area are very helpful.

In response to Director Allard’s question whether there is a limit on the size of boats, Mr. Marconi responded there is and it is determined by the size of the area and that downsizing is okay. Mr. Marconi responded to Director Allard’s question that there are a total of 1,500 moorings.

B. Approvals

1. XI and XII Northeast Fisheries Sectors – Extension of ROE

Director Levesque moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to extend the Right of Entry with the XI and XII Northeast Fishery Sectors (“the Sectors”) for two (2) years, retroactively effective July 1, 2018, with two (2) options of one (1) year each, for office space located at the Portsmouth Fish Pier on substantially the same terms and conditions set forth in the memorandum from Geno J. Marconi dated June 26, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Vintage Fish Company – ROE

Director Allard moved and Director Loughlin seconded that **The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Vintage Fish Company through June 30, 2020, for the sale of tickets, bait and tackle supplies at the Rye Harbor Marine Facility; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated August 7, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

3. Concept Plan – Portsmouth Fish Pier

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to approve of and to execute a contract with Appledore Marine Engineering, LLC (“AME”) for the purpose of conducting a concept study of the Portsmouth Commercial Fish Pier (“PFP”) in an amount not to exceed \$29,950.00 to be paid from the**

Harbor Dredging and Pier Maintenance Fund, subject to the approval of the Capital Budget Overview Committee (“CBOC”); all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 7, 2018, and AME’s proposal, both of which are attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

4. Morton Salt, Inc. – License Amendment

Director Torr moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to amend the License and Operating Agreement with Morton Salt, Inc. effective June 1, 2015, for use of a portion of the Market Street Terminal, to add one (1) additional option of one year effective June 1, 2020, on terms and conditions substantially similar to those set forth in the memorandum from Geno J. Marconi, Division Director, dated August 7, attached hereto.** Discussion: In response to Director Bohenko’s question if Morton Salt is utilizing all the areas for which it has contracted, Mr. Marconi reported it was. Disposition: Resolved by unanimous vote; motion carried.

Note: Director Levesque left the room at 9:49 a.m. and returned at 9:55 a.m.

XII. Special Events

A. Reports

1. Sept. 3 – St. Charles Children’s Home 5k
2. Sept. 8 – 2018 Fox Point Sunset Run
3. Sept. 22 – 14th Annual Touch-A-Truck Fundraiser
4. Sept. 22 – Great Bay Corvette Club – 5th Annual Car Show
5. Sept. 23 – Bottomline Technologies Run For A Cause Race

XIII. New Business

There was no new business.

XIV. Upcoming Meetings

Chairman Smith reported that the following meetings will be held:

Board of Directors September 20, 2018

All meetings begin at 8:00 a.m. unless otherwise posted.

XV. Directors’ Comments

Director Loughlin stated that, although it takes about two minutes to read the items the Board votes on in the package, he recognizes that each item represents hours of staff work and expressed his appreciation to the staff. Director Lamson acknowledged and thanked Paul and Maria for their work on the expansion project and Geno for his work on the ship that came in at the Port.

XVI. Non-Public Session

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

1. **NHRSA 91-A:3, Paragraph II(d) for the purpose of discussion the acquisition, sale or lease of property.**

2. **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**

Discussion: None. Disposition: Resolved by unanimous vote; motion carried. The Board entered into non-public session at 9:57 a.m. *Note: Director Lamson left the room at 10:04 a.m. and returned at 10:05 a.m.* Director Allard moved and Director Bohenko seconded to come out of non-public session. The Board returned to public session at 10:13 a.m.

XVII. Vote of Confidentiality

Director Allard moved and Director Torr seconded that **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 16, 2018 meeting related to:**

1. **Litigation; and**
2. **Leasing of property;**

would, if disclosed publically, a) render the proposed actions ineffective; and b) affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply. **Note: This motion requires 5 Affirmative Votes.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

XVIII. Adjournment

Director Allard moved and Director Loughlin seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. Meeting adjourned at 10:14 a.m.

XIX. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

COPY

**PEASE DEVELOPMENT AUTHORITY
PLANNING BOARD PUBLIC HEARING
Thursday, September 20, 2018**

AGENDA

Time: 8:00 a.m.

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

- I. Applications for Conditional Use Permit, Site Review, Subdivision – Chair
- II. Presentation by Applicant – Seacoast Helicopters, LLC
- III. Committee Questions for the Applicant
- IV. Comments from the Public
- V. Close the Public Hearing Portion of the Meeting
- VI. Motions, Discussion and Votes

MEMORANDUM

To: PDA Planning Board
From: Maria J. Stowell, P.E., Manager, Engineering *Maria*
Date: September 12, 2018
Re: Seacoast Helicopters - 107 North Apron Rd
Conditional Use, Subdivision, and Site Review Applications

The development project proposed by Seacoast Helicopters, LLC at 107 North Apron Road can proceed to the PDA Board of Directors for actions on its conditional use permit, subdivision, and site review applications. The meeting is set for Thursday, September 20th at 8:00 a. m. On June 21st the Capital Improvement and Land Planning Committee (CILPC) held a public hearing and recommended approval of the Conditional Use Permit Application and the associated wetland buffer impact of 9,831 square feet. The Technical Review Committee (TRC) held three public hearings during its review. At its third meeting on August 9th, TRC recommended approval of the subdivision application and approval with conditions of the Site Review application. Next Thursday the Board will hold a public hearing and then take final action on the three applications.

Attached you will find:

1. Public Hearing notices;
2. Applications for Conditional Use Permit, Subdivision, and Site Review;
3. Minutes of the June 21 CILPC;
4. Minutes of the June 14, July 12, and August 9 TRC;
5. PDA/TRC letters of June 18, July 19, and August 16 summarizing the conditions to be addressed in the plans;
6. HTA letters of June 8 and July 23 constituting the third party review of the plans;
7. Seacoast Helicopters/Jones & Beach Engineers response letters of June 19, June 28, July 31, and August 28; and,
8. Plan Set Revision 4 dated 8/30/18.

Staff has reviewed the most recent plan set. There are no outstanding items relating to the conditional use permit and subdivision applications. Absent any findings by the Board, I recommend that these applications be approved as presented. With regard to the site review application, all but one condition have been satisfactorily addressed. I recommend that this condition be made a part of any approval granted.

1. The "Forcemain Terminus Into Manhole" detail shall be revised to reflect actual field conditions.

In addition to the above conditions, there are two additional items deserving further consideration.

Sanitary Sewer Connection. The drawings presented at the August 9th TRC were revised, with no prompting from TRC, to show the construction of the sanitary sewer connection in two phases. By way of explanation, the sewage service to this building cannot be fed through a gravity connection to the existing system. Instead, sewage will need to be pumped to the nearest manhole located 3600± feet from the site. The sewage system as originally proposed (pre August 9) consists of a discharge pipe from the building to a 2500 gallon septic tank. The septic tank will separate out the effluent, which will be pumped to the municipal system. Solids will remain in the tank and be removed by a septage hauler on a schedule to be determined by need. It was agreed that this approach would work on a temporary basis until there is a larger demand that will trigger a greater infrastructure investment (construction of a system pump station). The two phase approach outlined on drawing D4 of the current submission would install only the septic tank in phase 1 with no schedule for installing a connection to the municipal system. Staff recommends against allowing the phasing of the work.

Underground Utilities. The TRC recommended approval of the project with the electrical and communication line extensions constructed with poles and overhead wires for the length of North Apron Road. At the North Apron Road cul-de-sac, the wires feed into underground conduits that extend to the building. The subject of undergrounding wires along North Apron Road was discussed by the Board during concept review consideration. While TRC found no technical reason to underground the utilities, the PDA Board may wish to impose this condition. Please note that overhead wires are currently located along 650± feet of North Apron Road. Any condition should specify the beginning point of the desired underground system.

If after consideration of the sanitary sewer and underground utilities issues the Board decides to supplement the TRC recommendation, in addition to the above conditions I suggest that the motion add the following:

2. No phasing of the sanitary sewer connection will be allowed. The applicant shall connect to the gravity sewer in Arboretum Drive prior to receiving a Certificate of Occupancy;
3. All electrical and communication wiring will be constructed in an underground conduit system. (*Specify beginning point of system.*)

The applicant will be presenting its plans at the public hearing and will be able to answer any questions the Board may have.

PEASE DEVELOPMENT AUTHORITY
PUBLIC HEARING ON APPLICATIONS OF
SEACOAST HELICOPTERS, LLC
CONDITIONAL USE PERMIT, SUBDIVISION, AND SITE PLAN
FOR PROPERTY AT 107 NORTH APRON ROAD IN NEWINGTON
Pease Development Authority Offices
Thursday, September 21, 2018

I. **Introduction of Applications**

Chairman Smith:

“This is a Public Hearing of the Pease Development Authority Board of Directors acting pursuant to NH RSA 12-G:13 and Chapters 300, 400, and 500 of the Pease Development Authority Zoning Ordinance, Site Plan Regulations, and Subdivision Regulations to receive comment and render a decision regarding the following:

1. The application submitted by **Seacoast Helicopters, LLC** requesting **Conditional Use Permit** approval under Part 304-A of the Zoning Ordinance for work within a wetland buffer to narrow and reconstruct existing pavement, construct connections to an existing water line, remove an existing fence, and perform related grading and ground stabilization. The proposed buffer impact is 8,325 square feet. (Note: Buffer impacts were reduced during Technical Review.)
2. The application for **Subdivision** approval submitted by **Seacoast Helicopters, LLC** to create two lots from the existing unsubdivided lot area of the Pease Development Authority having the following characteristics: Lot One, proposed to be **107 North Apron Road**, would have an area of 2.51 acres ± and would lie in the Airport Zone where lot dimensional requirements are not applicable; and, Lot Two would consist of the remainder of the undivided Pease Development Authority property. Access to the property would be via North Apron Road, off Arboretum Drive.
3. The application for **Site Review** approval submitted by **Seacoast Helicopters, LLC** for property located at 107 North Apron Road to construct an 8,000 square foot helicopter maintenance and storage hangar and office space with related paving, utilities, landscaping, drainage, and associated site improvements, including apron reconstruction.

107 North Apron Road is located within the Town of Newington and shown on Newington Tax Maps 25 and 32.”

II. Presentation by Applicant

Chairman Smith:

“Is there someone here to present the applications?”

III. Capital Improvement and Land Planning Committee Report

Chairman Smith:

“Would the Capital Improvement and Land Planning Committee Chair, Director Loughlin, present the Committee Report?”

IV. Technical Review Committee Report

Chairman Smith:

“Would the Technical Review Committee Chair, Maria Stowell, present the Committee Report?”

V. Board Questions for the Applicant

VI. Comments from the Public

Chairman Smith:

“The PDA will now accept testimony from members of the public who wish to speak either in favor of or in opposition to the proposals.”

VII. Close the Public Hearing Portion of the Meeting

Chairman Smith:

“There being no further comment from the public, I will now close the public hearing portion of this meeting.”

VIII. Motion/Discussion/Votes

Conditional Use Permit

Chairman Smith:

“May I have a motion from the Board on the conditional use permit?”

MODEL MOTION (Final Resolution and conditions to be determined by the Board)

Having duly scheduled, noticed and held a public hearing on Seacoast Helicopter, LLC’s application for a Conditional Use Permit, the PDA Board of Directors resolves as follows:

To approve Seacoast Helicopter, LLC’s application for a Conditional Use Permit as recommended by the Capital Improvement and Land Planning Committee on June 21, 2018, and such other conditions as determined by the PDA Board as follows:

1.

Subdivision

Chairman Smith:

“May I have a motion from the Board on the subdivision application?”

MODEL MOTION (*Final Resolution and conditions to be determined by the Board*)

Having duly scheduled, noticed and held a public hearing on Seacoast Helicopter, LLC’s Subdivision Application, the PDA Board of Directors resolves as follows:

To approve Seacoast Helicopter, LLC’s Subdivision Application as recommended by the Technical Review Committee on August 9, 2018, *and such other conditions as determined by the PDA Board as follows:*

- 1.

Site Review

Chairman Smith:

“May I have a motion from the Board on the site review application?”

MODEL MOTION (*Final Resolution and conditions to be determined by the Board*)

Having duly scheduled, noticed and held a public hearing on Seacoast Helicopter, LLC’s application for Site Review, the PDA Board of Directors resolves as follows:

To approve Seacoast Helicopter, LLC’s site review application as recommended by the Technical Review Committee on August 9, 2018, *and such other conditions as determined by the PDA Board as follows:*

1. The “Forcemain Terminus Into Manhole” detail shall be revised to reflect actual field conditions;
2. *No phasing of the sanitary sewer connection will be allowed. The applicant shall connect to the gravity sewer in Arboretum Drive prior to receiving a Certificate of Occupancy;*
3. *All electrical and communication wiring will be constructed in an underground conduit system. (Specify beginning and ending point of system.)*

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the **Pease Development Authority Technical Review Committee**, acting pursuant to NH 12-G:13 and chapters 400, and 500 of the Pease Development Authority, Site Plan Review, and Subdivision Regulations, will hold a Public Hearing on the following applications on **Thursday, June 14, 2018 at 2:00 p.m.** at the Pease Development Authority Offices, **55 International Drive, Portsmouth, NH.**

1. The application for subdivision approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road, to create two lots from the existing unsubdivided lot area of the Pease Development Authority having the following characteristics: Lot One, proposed to be **107 North Apron Road**, would have an area of 2.51 acres ± and would lie in the Airport Zone where lot dimensional requirements are not applicable; and, Lot Two constituting the remainder of the undivided Pease Development Authority property. Access to the property would be via North Apron Road, off Arboretum Drive. The applicant requests that the City of Portsmouth accept and maintain North Apron Road.

2. The application for site review approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road to construct an 8,000 square foot helicopter maintenance and storage hangar and office space with related paving, utilities, landscaping, drainage, and associated site improvements, including apron reconstruction.

107 North Apron Road is located within the Town of Newington and shown on Newington Tax Maps 25 and 32.

NOTICE IS ALSO HEREBY GIVEN that the **Pease Development Authority Land Planning and Capital Improvements Committee** acting pursuant to NH 12-G:13 and chapter 300 of the Pease Development Authority Zoning Ordinance will hold a Public Hearing on the following application on **Thursday, June 21, 2018 at 8:00 a. m.** at the Pease Development Authority Offices, **55 International Drive, Portsmouth, NH.**

1. The application submitted by Seacoast Helicopters, LLC requesting Conditional Use Permit approval under Part 304-A of the Zoning Ordinance for work within a wetland buffer to narrow and reconstruct existing pavement, construct a sewer force main and connections to an existing water line, remove an existing fence, and perform related grading and ground stabilization. The proposed buffer impact is 9,831 square feet.

Applications are available for viewing at the above address. You may call the Engineering Department at 433-6088 with any questions regarding the applications or these meetings.

If you wish to attend the meeting and need assistance, please contact Liz LaCava at the Pease Development Authority, 603-433-6088.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the **Pease Development Authority Board of Directors**, acting pursuant to NH 12-G:13 and chapters 300 , 400, and 500 of the Pease Development Authority Zoning Ordinance, Site Plan Regulations, and Subdivision Regulations, will hold a Public Hearing on the following applications on **Thursday, September 20, 2018 at 8:00 a. m.** at the Pease Development Authority Offices, **55 International Drive**, Portsmouth ,NH.

1. The application submitted by **Seacoast Helicopters, LLC** requesting **Conditional Use Permit** approval under Part 304-A of the Zoning Ordinance for work within a wetland buffer to narrow and reconstruct existing pavement, construct connections to an existing water line, remove an existing fence, and perform related grading and ground stabilization. The proposed buffer impact is 8,325 square feet. (Note: Buffer impacts were reduced during Technical Review.)
2. The application for **Subdivision** approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road, to create two lots from the existing unsubdivided lot area of the Pease Development Authority having the following characteristics: Lot One, proposed to be **107 North Apron Road**, would have an area of 2.51 acres \pm and would lie in the Airport Zone where lot dimensional requirements are not applicable; and, Lot Two constituting the remainder of the undivided Pease Development Authority property. Access to the property would be via North Apron Road, off Arboretum Drive.
3. The application for **Site Review** approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road to construct an 8,000 square foot helicopter maintenance and storage hangar and office space with related paving, utilities, landscaping, drainage, and associated site improvements, including apron reconstruction.

107 North Apron Road is located within the Town of Newington and shown on Newington Tax Maps 25 and 32.

Applications are available for viewing at the above address. You may call the Engineering Department at 433-6088 with any questions regarding the applications or this meeting.

If you wish to attend the meeting and need assistance, please contact Liz LaCava at the Pease Development Authority, 603-433-6088.

Pease Development Authority
55 International Drive, Portsmouth, NH 03801, (603) 433-6088



Conditional Use Permit Application

| | | | |
|-----------------------------|-------------------------|-------------|----------------|
| For PDA Use Only | | | |
| Date Submitted: _____ | Municipal Review: _____ | Fee: _____ | |
| Application Complete: _____ | Date Forwarded: _____ | Paid: _____ | Check #: _____ |

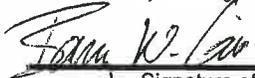
Applicant Information

| | |
|---|---|
| Applicant: Seacoast Helicopters, LLC | Agent: Jones & Beach Engineers, Inc. |
| Address: 44 Durham Street Portsmouth, NH 03801 | Address: PO Box 219 Stratham, NH 03885 |
| Business Phone: (603) 373-8743 | Business Phone: (603) 772-4746 |
| Mobile Phone: _____ | Mobile Phone: _____ |
| Fax: _____ | Fax: _____ |
| Portsmouth Tax Map: 320 Lot #: 0 | Zone: Airport |
| Address / Location of Work: 107 North Apron Road | |

Activity Information

| | | | |
|---|---------------------------------------|--|--|
| Proposed Activity (check all that apply) | | Impacted Jurisdictional Area(s): Check all that apply | |
| <input checked="" type="checkbox"/> New Structure | | <input type="checkbox"/> Wetland | |
| <input type="checkbox"/> Expansion of Existing Structure | | <input checked="" type="checkbox"/> Wetland Buffer | |
| <input checked="" type="checkbox"/> Other site alteration (specify): <u>Road Apron Reconstruction</u> | | | |
| Total area of wetland on subject lot: | 0 | | |
| Total area of wetland buffer on subject lot: | 0 | | |
| Distance of proposed structure or activity to edge of wetland: | 49' to Construction; 134' to Building | | |
| | On subject lot | Off subject lot | |
| Area of wetland impacted: | 0 | 0 | |
| Area of wetland buffer impacted: | 0 | 9,831 S.F. | |
| Total area of wetland and wetland buffer impacted: | 0 | 9,831 S.F. | |
| Provide complete description of site and work to be completed: Proposed construction of 8,000 S.F. hangar/ office building with future 8,000 S.F. expansion. Reconstruction of asphalt apron and connection to North Apron access road. Resurfacing of existing concrete apron. Utility construction. | | | |
| <i>All above information shall be shown on a site plan submitted with this application.</i> | | | |

Certification

| | |
|--|---|
| I hereby certify under the penalties of perjury that the foregoing information and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. | |
|  _____ Signature of Applicant |  _____ Date |

N:\Engineer\Conditional Use Permit Application.xlsx

Pease Development Authority
Subdivision Application

| For Office Use Only |
|------------------------------|
| Case No. |
| Received By: |
| Date: |
| Referred to Municipality on: |
| Municipality Action: |
| Date: |

Applicant: Seacoast Helicopters, LLC

Address: 44 Durham Street, Portsmouth, NH 03801

Telephone: 603-373-8743

Other Concerned Parties: Barry Gier, Jones & Beach Engineers, Inc.

Address: PO Box 219, Stratham, NH 03885

Telephone: 603-772-4746

CHECK ONE:

Subdivision: X Lot Line Change: Lot Line Verification:

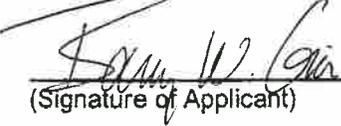
Location: North Apron

Zoning District: Airport

Assessor Plan & Lot No.: 320 Building No.: 0

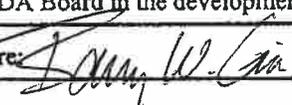
Total Existing Lots: 1 Created: 2

Lot Area Existing: Created: 2.51 Acres


(Signature of Applicant)

Note: This application, together with a complete plat plan and sixteen (16) blue or black line copies thereof, must be filed with the Pease Development Authority (PDA) Building Inspector no later than the third Tuesday of the month in order to appear at the next regular meeting of the municipal Planning Board, if such referral is required. The signed mylar will be held by PDA for filing at the Registry of Deeds, and the following fees must be submitted before said plan is signed. Initial application fee per lots involved is as follows: Nonresidential Subdivisions \$200.00 + \$75.00 per lot; Lot line change \$100.00 these are payable to PDA. Also, fee payable to Registry of Deeds is as follows: Mylar recording 8 1/2" x 11" = \$7.00; 11" x 17" = \$7.00; 11" x 22" = \$11.00; and 22" x 34" = \$19.00. Cost of notifying abutters (postage and advertising) and additional staff time will be billed separately as per Part 504.02 of the Subdivision Regulations.

**Pease Development Authority
Application for Site Review**

| | | | |
|--|---------------|---|-----------|
| Applicant: Seacoast Helicopters, LLC. | | For PDA Use Only | |
| Address: 44 Durham St., Portsmouth, NH 03801 | | Date Submitted: / / | |
| | | Application Complete: / / | |
| Phone: 603-373-8743 | | Municipal Review: | |
| Other interested Parties: Jones & Beach Engineers, Inc. | | Date Forwarded: / / | |
| Address PO Box 219, Stratham, NH 03885 | | Fee \$ | Paid: / / |
| | | Check # | |
| Phone: 603-772-4746 | | Notes: | |
| Site Location: North Apron | Zone: Airport | Plan # 320 | Lot # 0 |
| Individual in Charge of Project: Barry W. Gier, Jones & Beach Engineers, Inc. | | | |
| Address: | | | |
| Change of Use: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | Exiting Use: Proposed Use: Helicopter Hangar | |
| Description of Project: Seacoast Helicopters, LLC proposes to construct an 8,000 S.F. helicopter maintenance & storage hangar, and office on Tax Map 320/ Lot 0. Project to include apron reconstruction. Project to be serviced by municipal sewer and water. | | | |
| Attachments (Check as Applicable) | | | |
| <input checked="" type="checkbox"/> 9 stamped copies of site plan | | <input type="checkbox"/> Original Mylar | |
| <input type="checkbox"/> Abutter's List | | <input type="checkbox"/> Copy of Building permit application | |
| | | <input checked="" type="checkbox"/> Base Application Fee | |
| | | <input type="checkbox"/> Copies of approvals for required state/federal permits | |
| I hereby apply for Site Review and Acknowledge I will comply with all regulations and any conditions established by the Review Committee(s) and PDA Board in the development and construction of this project. | | | |
| Applicant's Signature:  | | Date: 2/14/18 | |

Hoyle, Tanner & Associates, Inc.

150 Dow Street
Manchester, New Hampshire 03101
603-669-5555
www.hoyletanner.com

June 8, 2018

Mike Mates, PE
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

VIA EMAIL

**RE: Peer Review
Seacoast Helicopters, Site Work
Hoyle, Tanner No. 062818.01**

Dear Mr. Mates,

Hoyle, Tanner is pleased with the opportunity to Peer Review plans for the relocation of the Seacoast Helicopter facility. Our review is focused on plan completeness and airport engineering standards. We offer the following comments on the plans and drainage analysis.

Drawing S1, Subdivision Plan:

- 1) Note 6, contradicts callout on plan.
- 2) Note 8, states the vertical datum is NAVD88, Drawing C1, Note 10, states the vertical datum is NGVD 29, please clarify.
- 3) Provide the PDA with a 50' wide utility easement over the existing stormdrain in the southwest corner of the site

Drawing C1, Existing Conditions Plan:

- 1) The existing storm drain in the southwest corner of the site is noted as 36". On the drawings C1B and C3 it is noted as 48". Please clarify.

Drawing C1B, Demolition Plan:

- 1) There are no coordinates or dimensions provided. How does the contractor determine limits of milling or pavement removal?
- 2) Suggest showing the existing concrete panels and lining up the PCC removal and milling to the joints so that you don't end up with small slivers of PCC left over.
- 3) Suggest labeling the thickness of the PCC being removed so that the contractor can accurately price the PCC removal.
- 4) Sawcutting tight radiuses through 13" of PCC is impossible. Suggest removing the PCC in a square pattern.
- 5) Milling limits don't match the new overlay limits shown on Drawing C2 in the area of the 24' driveway from the landside parking area to airside.
- 6) Milling and placing a thin overlay on ASR affected concrete is not advisable. ASR is a condition where the concrete expands over time. Placing an overlay on ASR affected concrete will result in quicker than normal deterioration of the asphalt pavement due to

differential expansion between the HMA and PCC, which will cause delamination and pieces of HMA coming loose (FOD). Maintenance will have to be performed more often than is normal. Additionally, if stress absorbing membranes are not used over the existing joints between panels, reflective cracking will occur within 1 to 2 years, also a maintenance issue. We recommend removing the PCC concrete and installing a pavement section of 4" P-401 (HMA), 9" P-209 (crushed aggregate base). Alternately the PCC could be milled and then either rubblized or crack and sealed prior to placing a 3" HMA overlay.

- 7) The PCC should be removed a minimum of 5' outside the hangar foundation and a 5' wide relief strip of 6" HMA installed. If not the, the ASR affected PCC will expand and move and damage the hangar foundation and subsequently the hangar. Over the time the relief strip will bulge and buckle and will have to be milled to flatten it out again.
- 8) Fence removal callout references Note 12, but there is no Note 12.
- 9) A callout should be added for connecting the temporary perimeter fence to the existing perimeter fence.
- 10) A haul road should be shown from the the construction entrance to the work site.
- 11) See Existing Conditions Plan comment 1 above.

Drawing C2, Site and Utility Plan:

- 1) Note 21. Please clarify how the area of disturbance was calculated, we are calculating approx. 95,000 sf.
- 2) Note 24, submission of 7460-1 forms to the FAA's oe/aaa website will be required a minimum of 45 days before construction starts and additional submissions will be required for cranes if used.
- 3) Note 30. Suggest determining if ballast is needed prior to issuing drawings to contractor. If this design requirement is passed to the contractor the specifications should be clear on the design requirements so that it can be priced correctly.
- 4) Note 31. Provide an L-810 obstruction light every 50' along the top of the new fence within the lease area.
- 5) Has the septic tank been checked for buoyancy?
- 6) Suggest adding a hatch for the Standard Duty Asphalt Pavement Section. It is not immediately clear where the pavement is on the plan.
- 7) Add a flow arrow for the roof so that location of stormwater run-off is known.
- 8) Snow storage for the auto parking lot may be problematic since the plow driver has to get the snow over curb stops and a curb.
- 9) Use PDA standard vertical granite curbing.
- 10) Suggest paving the auto parking lot. A nice new facility is being built and deteriorated ASR affected concrete is being left for customers to park on.
- 11) Provide a 5' wide relief strip at all locations were the existing concrete meet the new standard duty HMA pavement.
- 12) Confirm that the dumpster pad is large enough for both trash and recycling containers.
- 13) Confirm the dumpster pad is located far enough off the new standard duty HMA pavement such that the truck will not block the road.
- 14) Two call outs identify the permanent perimeter fence. "Prop. Security Fence" and "Prop. Security Fence on Jersey Barrier". "Prop. Security Fence on Jersey Barrier" shall be used for temporary fencing only.
- 15) A callout should be added to indicate that the proposed perimeter fence needs to be connected to the existing perimeter fence.

Drawing C3, Grading and Drainage Plan:

- 1) Note 2, see Subdivision Plan comment 3 above.

- 2) Suggest using 0.2-foot contour intervals on the apron area, as it is very flat and 1.0 contours don't give a good picture of how it is graded.
- 3) FAA requirements for Apron grading are 0.5% minimum and 2% maximum for a helicopter apron. The first 50' from the building have to flow away from the building at a minimum of 1%. The apron grading does not meet these criteria.
- 4) If any Fueling is done on the apron, NFPA-415 requires 1% slope away from the hangar at a minimum of 50 feet.
- 5) Will there be any maintenance performed in the hangars? If so what considerations have been made for floor drains and oil/water separators?
- 6) See Existing Conditions Plan comment 1 above.

Drawing C4, Offsite Utility Plan:

- 1) The pole at the circle where the drop being installed is listed as existing, however it does not currently exist.
- 2) Please coordinate the overhead electrical route along North Apron Road with Eversource.

Drawing L1, Landscaping and Lighting Plan:

- 1) Is there any apron lighting proposed?
- 2) Temporary security fence detail. Revise the detail to show 8' of fabric above the jersey barrier.
- 3) Add a streetlight at the cul-de-sac. Coordinate location with Eversource.
- 4) Add an L-810 obstruction light detail mounted to new permanent fence with in lease area. See Site and Utility Plan comment 4 above.

Drawing PP1, Access Road Plan and Profile:

- 1) Note 3. The requirement of an underdrain should be determined by the engineer so that the contractor can accurately price the item.
- 2) A hatch for the Standard Duty Asphalt Pavement Section should be used to highlight the limits of new HMA.
- 3) Show grading from Station 0+00 to approx., Station 0+80 out to the limits of disturbance.
- 4) Show surface treatment from Station 0+00 to approx. Station 0+80 out to the limits of disturbance.

Drawing PP2, Force main – Plan and Profile:

- 1) Call out restoration requirements where proposed force main crosses existing driveways. Will any curbing be affected?

Drawing D1, Detail Sheet:

- 1) Transition Detail to Existing Concrete Pavement. A feather joint is not acceptable. It needs to be a vertical butt joint which is sawed and sealed with hot applied sealant. The milling depth will have to be variable to maintain a constant 3" HMA section to proposed grades. As stated previously milling ASR affected concrete and paving will result in a poor end product with greater maintenance requirements and is therefore not recommended.

Drawing D2, Detail Sheet:

- 1) Standard Duty Asphalt Pavement Section. At only 21" this pavement section may be subject to future frost heaves if the underlying soils are not free draining.
- 2) Utility Trench. All conduit under pavement should be schedule 80 or concrete encased

Drawing D4, Detail Sheet:

- 1) Bituminous Berm is not acceptable. Use PDA standard vertical granite curb.

- 2) Confirm 1,600 Gal Septic Tank is H2O loading.
- 3) Coordinate 1,600 Gal Septic Tank detail with Sewer Pump Station Detail. The septic tank shows 3 manhole openings; the pump station detail shows only 2 manhole openings.

Drawing P1, Phase 1 – Plan

- 1) Suggest adding a hatch for the Standard Duty Asphalt Pavement Section. It is not immediately clear where the new pavement is on the plan.
- 2) Add sequence of construction notes so that the contractor will know how to maintain the security of the airport during construction.

Drawing S3.1, Foundation Sections:

- 1) Multiple details reference "the Plan (Drawing S2.1) for reinforcing table and footing dimensions. S2.1 does not have a table with this information.

Other Notes:

- 1) Structural drawings were not reviewed for engineering design.
- 2) Drainage Analysis Report. No additional comments.
- 3) Trip Generation Memo. No additional comments.
- 4) Deicing. Per current PDA requirements deicing on the North Apron will not be allowed.

Please do not hesitate to contact me should have any questions or need clarification.

Sincerely,
Hoyle, Tanner & Associates, Inc.



Nils Gonzalez, PE
Project Manager

Cc: File

PDA TECHNICAL REVIEW COMMITTEE

June 14, 2018

Time: 2:00 PM

Place: 55 International Drive, Portsmouth, NH

Members: Maria Stowell, PDA Engineering Manager
Carl Roediger, Deputy Fire Chief, City of Portsmouth
Darin Sabine, Deputy Fire Chief, Town of Newington
Ray Pezzullo, Asst. City Engineer, City of Portsmouth
Frank Warchol, Police Capt., City of Portsmouth
Terry Desmarais, DPW City Engineer, City of Portsmouth
Juliette Walker, Planning Director, City of Portsmouth
Gerald Coogan, Town Planner, Town of Newington
Kevin Kelley, Building Inspector, Town of Newington
Mike Bilodeau, Chief of Police, Town of Newington

Present: David Mullen, PDA Executive Director; Lynn Hinchee, PDA Deputy Executive Director and General Counsel; Mike Mates, Project Manager; Jared Sheehan, Environmental Compliance; Paul Brean, Airport Director; Andrew Pomeroy, Airport Operations Manager; Bruce Cultrera, owner of Seacoast Helicopters, LLC; Barry Gier, Jones & Beach Engineers, Inc.; PDA Board of Director, Margaret Lamson; PDA staff and members of the public

CALL TO ORDER:

Maria Stowell called the meeting to order at 2:10 p.m.

Ms. Stowell gave an introduction of the review process. Applications for projects that are in the Business and Industrial Zones go before the appropriate municipal Planning Board. For projects in the Airport/Airport Industrial Zone, subdivision and site review applications are reviewed by PDA Technical Review Committee ("TRC"). Because this project lies within the Town of Newington ("TON"), the TRC is made up of representatives from TON and the City of Portsmouth ("COP"). TON is involved because the property is located in the TON, and COP is involved because they provide utilities to the site as well as fire protection.

After the TRC reviews the plans, the TRC will make a recommendation, not to the municipal planning boards but to the PDA Board of Directors ("BOD") who will sit as a Planning Board for projects on the airport. There will be another public meeting before the BOD after a recommendation from the TRC. The BOD will go through the plans as the municipal Planning Boards would.

Along a parallel path with this, the project also needs a Conditional Use Permit ("CUP") because there is some work being done in a wetland buffer and the PDA rules allow the work provided the applicant gets a CUP. The CUP application is heard by a PDA subcommittee, the Capital Improvement and Land Planning Committee ("CILPC"). The CILPC is holding a public hearing

on Thursday, June 21, 2018, at 8:00 a.m. to review the applicant's proposal. The CILPC will make a recommendation also to the full BOD who will make a final decision on the CUP.

This meeting is limited to a technical review of the site plans and the engineering issues with the site plans submitted by Seacoast Helicopters, LLC ("SH") for development. The use of helicopters is an approved use at the airport. Helicopter operations are allowed at the airport.

Ms. Stowell introduced the applications:

1. The application for subdivision approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road, to create two lots from the existing unsubdivided lot area of the Pease Development Authority having the following characteristics: Lot One, proposed to be **107 North Apron Road**, would have an area of 2.51 acres ± and would lie in the Airport Zone where lot dimensional requirements are not applicable; and, Lot Two, constituting the remainder of the undivided Pease Development Authority property. Access to the property would be via North Apron Road, off Arboretum Drive. The applicant requests that the City of Portsmouth accept and maintain North Apron Road.
2. The application for site review approval submitted by **Seacoast Helicopters, LLC** applicant for property located at 107 North Apron Road to construct an 8,000 square foot helicopter maintenance and storage hangar and office space with related paving, utilities, landscaping, drainage, and associated site improvements, including apron reconstruction.

107 North Apron Road is located within the Town of Newington and shown on Newington Tax Maps 25 and 32.

APPLICATION PRESENTATION:

A presentation was made by Barry Gier from Jones & Beach Engineers, Inc., which included a discussion of the proposed construction of an 8,000 s.f. hangar and office, with the potential future expansion of the hangar and office to total 16,000 s.f. Mr. Gier discussed the existing site on the North Apron which is a concrete apron and has a 40' +/- paved shoulder; a 12" water main, a 4" force main for sewer that extends along North Apron Road and ends at the cul-de-sac.

Mr. Gier stated SH will reconstruct the existing paved shoulder to 30' in width from the current 40' in width and connect to North Apron Road for access at the cul-de-sac.

SH will mill and overlay a section of the existing apron to provide for proper drainage and to repair a portion of the existing apron.

Water will be provided by connection to the 12" water main.

Sewer will be provided with installation of a septic tank pump station system.

A mechanical separator will be installed inside a proposed catch basin for stormwater treatment of the car parking areas.

A propane tank will be installed for gas service.

The project includes a force main extension via the existing 4" force main along North Apron Road and ends at Arboretum; it does not connect to the existing sewer line; SH will have to install approximately 820' of 4" force main south along Arboretum to connect into the existing gravity sewer.

The project will also include an extension of 3 Phase power along North Apron Road to the end of the cul-de-sac. Power will then go underground from the cul-de-sac to the proposed building.

The project requires 9,831 s.f. of wetland buffer impact with the reconstruction of the North Apron shoulder.

The project will result in an impervious reduction of approximately 3,443 s.f. due to the reduction of width of the shoulder and removal of impervious around the building and parking.

SH received a copy of the Peer Review comment letter from Hoyle, Tanner & Associates, Inc. ("HTA") (dated June 8, 2018). SH is still looking at their suggestions for reconstruction of the actual concrete of the North Apron.

QUESTIONS FROM THE COMMITTEE:

1. HTA Letter

The Committee asked if SH will respond to the HTA letter. Mr. Gier responded SH will respond item by item and submit updated plans responsive to HTA's comments.

2. Separator/Drainage

Mr. Desmarais asked what equipment will be on site; will there be a potential for the release of fuels which will require an oil/water separator. Mr. Gier responded there will be normal leakage of oil to hangar floor which will be cleaned up by normal means. Mr. Desmarais asked whether there will be a direct connection to floor drains to the drain systems outside or other drains. Mr. Gier responded there will not be floor drains inside the hangar but the floor will be flat. Helicopters will be staged outside the hangar. There will be hydrodynamic separator on site for stormwater which has oil/water capacity to capture oil/water on site. There is existing drainage for the remainder of the apron as currently constructed so SH has not proposed anything in addition except they have proposed a 4' diameter first defense mechanical separator by Hydro International with capacity for oil/water storage.

Mr. Desmarais asked for details on the hydrodynamic separator including the peak rate of discharge. Mr. Gier responded he did not bring his calculations with him but will respond afterwards. Mr. Desmarais stated that Section 2.4 of the drainage analysis indicates, as a result of construction, the curve number goes up and the concentration goes down with potential increase of peak runoffs from the site but the conclusion indicates that post-construction peak runoff rates are less. SH stated the statement in the conclusion is a boilerplate statement, the executive summary reports that SH is reducing the impervious on the site. Mr. Desmarais wants confirmation regarding the accuracy of the proposed conditional analysis.

Mr. Desmarais stated that it appears that, even though there is capacity, the majority of the water does not go through the separator. Mr. Gier confirmed that a lot of the water doesn't get there; there is existing drainage installed on the apron currently, except for the proposed parking which will be upgraded. Mr. Desmarais asked about risk for the potential release of contaminants with no control of the flow into that unit; what is the benefit of having this system in place at this point. Mr. Gier indicated it was a request of PDA. It is sized for the area of the parking and SH is directing all of the proposed parking area to it for the use of curb.

The separator will not be installed inside the building. Any spill/leakage will be cleaned up with Speedy Dry.

3. Water and Sewer

There are two existing pipes in the roadway: a sewer force main and a water main constructed about 15 years ago. Mr. Desmarais would like SH to confirm the condition of the pipes, suggesting a pressure test for the water main to ensure joints are in good condition, and whether the pipes are dry. The same would need to be done for the sewer piping. Ms. Stowell indicated the pipes are dry.

Parallel to North Apron Road is another water main. DPW may look to consolidate the water mains should the roadway get accepted. If this is done, DPW may ask to have some of that work done by SH.

There were questions regarding the plan by SH for connecting to the existing sewer force main at North Apron Road and at Arboretum sewer manhole with details regarding materials and connections. It should be inspected as well. There may be a conflict with crossing the water main on Arboretum Drive. Mr. Desmarais is requesting a test pit to confirm the depth and adjust accordingly because there is a low point in the system.

Mr. Pezzullo asked whether SH had provided a design for the force main with calculations. Mr. Gier stated it had talked to Mr. Desmarais about it. Because of the size and length of the force main, and SH is limiting the amount of sewer being provided and not pumping septic but only effluent. That's why SH is proposing the septic and pump system provided; because it is too far to pump to the existing gravity sewer. By pumping just effluent, there should be no problems with solids or odors. In response to questions of how many gallons per day being pumped and how many days in the line, Mr. Gier responded it did those calculations but did not include them because the proposal went away from that but is still a concern. Mr. Desmarais stated that SH

should be aware that there is potential for future additional flow at the site and, over time, may transition into a larger municipal pump station or PDA municipal pump station.

Mr. Pezzullo asked what the access will be to the shutoffs to the building; whether it will be by easement. Mr. Gier responded it is actually on the Pease lot. Ms. Stowell responded the agreements are written so that access is cross-county lines.

A question was raised about the location of a doghouse to the sewer. Mr. Gier responded it was for drainage. SH also indicated that the sewer will be a private system until SH connects at North Apron Road and Arboretum to the sewer main. Mr. Desmarais indicated it would stay private until the gravity sewer system is connected. Generally, the DPW would ask for a maintenance plan.

4. Suppression Systems/Hydrant

Mr. Roediger inquired about how many buildings there will be; what is the suppression system SH intends to use in the building; and whether SH will be storing fuel. Mr. Gier responded that there will be a sprinkler system in the office portion of the building but not in the hangar as it is not required. No fuel stored except what is in tanks in helicopters. Mr. Roediger suggested SH consider adding a yard hydrant somewhere near where the water service enters the building, near the loam and seeded area somewhere between the hangar and the road. The nearest hydrant is approximately 350' away from the proposed location of the building. COP Fire Department will work with the TON Fire Department regarding the inspections of any suppression system.

Mr. Coogan asked if the TON's regulations were more stringent than COP regulations and Mr. Sabine replied they operate by the same code.

5. Electrical

Mr. Pezzullo asked what the existing concrete vault was. Mr. Gier responded it was an electrical vault.

6. Apron

Ms. Stowell stated that HTA commented that the apron be regraded. Mr. Gier responded they proposed to regrade a portion of the apron within its current plan set and acknowledged that HTA commented it be modified to increase the slopes in that area. Ms. Stowell suggested SH also look at a way to collect the water into the car park separator separator or add a second separator that then goes into one of the large pipes.

7. Helicopter Operations

Mr. Desmarais asked how many helicopters SH currently has and if it will expand with more. SH replied it has six and will continue with six for the time being, all kept in the hangar. There may be more at a future time but not in the immediate future.

There were questions about the hours of operation and number of flights per day. SH has not volunteered to not operate on Sunday morning or only dawn to dusk; he is available 24/7 but tries to stay within the airport's request of 7:00 a.m. to 10:00 p.m. If someone wants to take a night flight for photography reasons or charter, SH will fly those flights but tries to stay within the 7:00 a.m. to 10:00 p.m. timeframe. The number of operations is approximately 30,000 per year which include take off and landings, some of those are student flights with take off and landing practices.

In response to the question of whether SH has reached out to emergency responders to see if it can be any help in any way, Mr. Gier responded it has offered that to [inaudible] convenient(?) people; law enforcement and fire controls are specialized operations requiring specialized equipment, such as infrared and communications. SH is happy to entertain it but has not to date for those reasons.

8. Welsh Cove/Flight Path

There were numerous questions regarding the flight path over Welsh Cove. Paul Brean, PDA Airport Director, responded they had several conversations with Air Traffic Control and rotor craft will be able to depart and arrive from the North Apron and fly over to Route 16 without being in the regular traffic pattern based on wind activity. The student training will still be in the regular traffic pattern on a regular basis so SH will not be able to reduce all the activity. Mr. Gier responded that the scenic tours do not go over Welsh Cove. Mr. Brean opined that flights over Welsh Cove should decrease as some of the departures and arrivals can go over Brownfield northwest of the proposed location to the Tradeport on Route 16.

Mr. Kelley indicated that residents are concerned about flights over the residences and Welsh Cove and asked about flights in these areas. Mr. Cultrera responded that the Welsh Cove activity is a byproduct of the traffic pattern. The scenic tours do not go over Welsh Cove. The Air Traffic Control and FAA controls the flight path for other flights based on winds.

9. Building Permit/Inspections

Mr. Kelley asked who will be doing the inspections and how that will be worked out. Any suppression/fire alarm permit applications requests will come through the COP and Mr. Roediger will review those and communicate those results to the TON. The Town of Newington will be issuing the building permit. A FPE (Fire Protection Engineer) Report will be required in order for the TON to issue a building permit. Mr. Roediger stated that a FPE Report is a good idea for the building although it is not required. Mr. Kelley asked when the permit application will be coming to the TON and Ms. Stowell replied it would be once the site review, subdivision and wetland buffer permitting processes are completed and with the acceptance of the road by the COP.

10. Roadway

PDA is asking that the COP take possession of North Apron Road. Ms. Walker indicated the road would be part of the Municipal Services Agreement. It is going before the City Council on Monday, June 18.

11. Miscellaneous

Ms. Stowell stated that PDA will need to see how the project will be phased to maintain security on the airport. SH indicated this was a comment by HTA.

Mr. Sabine asked is SH had an overall project cost yet? Mr. Cultrera responded it did not yet. Mr. Gier indicated the biggest cost is the apron. That may be a “make or break” because the current concrete is not in good shape.

COMMENTS FROM PUBLIC SPEAKERS:

Margaret Lamson asked Mr. Gier to expand on pumping the effluent. There is an existing force main where normally a pump station would be installed to pump all the sewerage from the building to the gravity system located on Arboretum. Because it is such a long distance and because the pipe is so big, SH will pump effluent, liquids only, to a septic tank. The solids will be taken out. Ms. Lamson asked how COP felt about the pumping of effluent to their sewer. Mr. Desmarais stated it was not an issue for sewer but is a concern when sewage becomes septic and stinky. In this case, DPW is allowing this option but is reserving its rights to add a chemical to it if it odor becomes a problem.

Ms. Lamson also asked about the oil/water separator pad. She has grave concerns regarding work on helicopters. Mr. Gier stated it is an existing concrete apron and SH will do only the things allowed on existing concrete apron. SH proposes an oil/water separator for the proposed parking per PDA request. Ms. Lamson is concerned regarding Site 8 proximity. Ms. Lamson asked about the maintenance schedule. Mr. Gier stated there is a maintenance schedule. Ms. Lamson would like any maintenance report by SH to be sent to PDA.

PUBLIC HEARING CLOSED – at 3:00 p.m.

The Committee discussed several items of concern including the oil/water separator and how it works; drainage; and connections.

Ms. Walker moved and Mr. Desmarais seconded to postpone ruling on the applications until the next Technical Review Committee meeting which is scheduled for July 12, 2018 at 2:00 p.m. The motion was unanimously approved.

STIPULATIONS:

1. Respond to comments in HTA letter item by item and provide revised plans.
2. Clarify statement on the drain analysis.

3. Confirm condition of existing water and sewer mains on North Apron Road.
4. Propose plan to confirm the condition of existing water and sewer pipes in the existing North Apron Road. If it is not adequate, propose a plan to proceed.
5. Provide detail of the connection of the force main to existing sewer.
6. Add yard hydrant as described.
7. Consider adding treatment for oil/water separator for stormwater when revising the grading for the yard drainage on the apron.
8. Provide O&M plans for the sewer pump and oil/water separators.
9. Issue of odors may be condition for approval by the COP.
10. TON will require sign off from the COP Water, Sewer and Fire Departments before issuing a building permit.

Meeting adjourned at 3:10 p.m.



DEVELOPMENT
AUTHORITY

June 18, 2018

55 International Drive, Portsmouth, NH 03801

Mr. Bruce Cultrera
Seacoast Helicopters, LLC
44 Durham St
Portsmouth, NH 03801

Re: 107 North Apron Road, Newington, NH
Site Review and Subdivision Applications

Dear Bruce,

The Pease Development Authority Technical Review Committee, at its meeting on June 14, 2018, considered your request for Site Review and Subdivision Approval, under chapters 400 and 500 of the Pease Land Use Controls.

As a result of said consideration, the Committee voted to **postpone** these applications to the next TRC meeting on July 12, 2018 at 2:00 pm with the following stipulations:

1. Respond to peer review letter from Hoyle, Tanner & Associates point by point.
2. Address the conflicting statements in the drainage study regarding the increase/decrease of the peak rate of runoff.
3. Provide a detailed plan to pressure test the water and sewer lines in North Apron Road.
4. Provide a detail depicting the connection of the **proposed** force main to the existing gravity sewer.
5. Add a yard hydrant on or adjacent to the proposed site.
6. Provide additional treatment for stormwater runoff from the aircraft apron. Include an oil/water separator capable of handling a potential release of hydrocarbons from operations.
7. Provide an operations and maintenance plan for the proposed pump station.
8. Provide an operations and maintenance plan for the proposed oil/water separator.
9. Provide pump design calculations.
10. Provide water shut off valves on the service lines to the proposed building.
11. Confirm separation distance and provide detail for water and sewer crossing in Arboretum Drive.
12. Add a note to the Utility Plan stating: "Additional measures to treat odors from the sanitary system may be required in the future as dictated by the City of Portsmouth. The applicant shall be responsible for these costs."
13. Add a note to the Utility Plan stating: "The Town of Newington Building Department will require a sign off on the proposed design from the City of Portsmouth Water, Sewer, and Fire Departments prior to the issuance of a building permit."

Copies of the revised plans and/or exhibits must be filed with the City of Portsmouth and Town of Newington Planning Departments as well as the PDA **Engineering Department** no later than Tuesday July 3, 2018.

Sincerely,

A handwritten signature in black ink that reads "Maria J. Stowell". The signature is written in a cursive style with a large, stylized initial "M".

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

cc: Barry Gier, Jones & Beach Engineers, Inc.
Juliet T. H. Walker, City of Portsmouth
Gerald Coogan, Town of Newington

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19 June 2018

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
ATTN: Maria J. Stowell, P.E.

Subject: 107 North Apron Road, Newington, NH
Site Review and Subdivision Applications

Dear Maria,

Seacoast Helicopters is in receipt of your subject letter dated 18 June 2018. For consideration, and in the interest of expedience, I have responded to each of your stipulations, in the same numbering convention as you used in your letter.

1. Agreed – in progress
2. Agreed – in progress
3. Disagree - The plan to test the PDA infrastructure should be developed and implemented by the PDA.
4. Additional information required – we are confused by which connection you are referring to. Please provide additional clarification.
5. Conditionally Agreed – Only if required by fire code and/or regulation. If required, please provide the relevant code/regulation.
6. Disagree – at the TRC meeting, we were asked to “consider” stormwater runoff and an additional oil/water separator. We have considered it and deem it unnecessary at this time, on an existing aircraft apron with existing drainage and stormwater system in place.
7. Agreed – in progress
8. Agreed – for the oil/water separator that is proposed in the parking area only.
9. Agreed – in progress
10. Agreed – in progress
11. Disagree – separation distance and details of PDA infrastructure in Arboretum Drive should be developed by the PDA.
12. Agreed – in progress
13. Agreed – in progress

Adventure Tours, Charter and Flight Academy

• 44 Durham Street • Portsmouth, NH 03801 • 800.SC.HELOS • Info@Seacoasthelos.com • www.seacoasthelos.com

As before, I would request that if you disagree with any of the above, or if there is any item that is contentious, that we sit down immediately and have a discussion.

We will await amplifying information on item 4

Thank you

Sincerely,

Bruce Cultrera
President and CEO
Seacoast Helicopters
44 Durham Street
Portsmouth, NH 03801
bruce@seacoasthelos.com

**PEASE DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENT AND LAND PLANNING COMMITTEE
MINUTES**

Thursday, June 21, 2018

Presiding: Peter Loughlin, Committee Chair
Present: Committee Member, Robert Allard; Committee Member, Neil Levesque; Committee Member Frank Torr
Attending: David R. Mullen, PDA Executive Director; Lynn M. Hinchee, PDA Deputy Executive Director and General Counsel; Maria J. Stowell, Engineering Manager; Margaret Lamson, PDA Staff and members of the public.

I. Call to Order

Director Loughlin, Committee Chair for the Capital Improvement and Land Planning Committee (“CILPC”), called the meeting to order at 8:08 a.m. in the Board conference room, at the Pease International Tradeport, 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Minutes – February 17, 2010

Director Allard moved the motion and Director Torr seconded that **The Pease Development Authority Capital Improvement and Land Planning Committee accept the Minutes of the February 17, 2010 Capital Improvement and Land Planning Committee meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

III. Application for Conditional Use Permit

Chairman Loughlin reported that this meeting is for an application for a Conditional Use Permit in a wetlands buffer and invited the applicant to make his presentation.

IV. Presentation by Applicant

A presentation was made by Barry Gier from Jones & Beach Engineers, Inc. and introduced the applicant, Bruce Cultrera of Seacoast Helicopter, LLC (“SH”). Mr. Gier stated that the project is on Tax Map 320 Lot 0 on the North Apron with access on North Apron Road from Arboretum. The intent is to subdivide a 2½ acre parcel by lease by SH for the development of an 8,000 s.f. hangar and office with the intent of expanding to a total of 16,000 s.f.

The site is an existing concrete apron with a 40’ paved shoulder. Currently, a portion of the paved shoulder is in the existing wetland buffer. The intent of the project is to reconstruct the existing paved shoulder and to decrease the width of it down to 30’. In order to do that, SH would have to be in the wetland buffer because the actual paved shoulder is in the wetland buffer currently. The existing pavement within the 100’ buffer is 7,154 s.f. After the reconstruction of the paved apron to 30’, will leave 3,711 s.f. within the wetland buffer. In order to do this, SH needs 9,831 s.f. of impact to reconstruct the buffer. The area outside of the paved shoulder that would be impacted is currently grass and will be restored to grass and will increase the distance of the pavement to the buffer.

V. Committee Questions For Applicant

In response to Chairman Loughlin’s question that SH is asking for a conditional use permit to work in the buffer to reduce the impact on the buffer and the wetlands and replanting, Mr. Gier stated that the

existing pavement is 40' and SH will reduce it away from the buffer to approximately 30' in width and will restore the current paved area to grass.

In response to Director Allard's question why SH doesn't just move everything down to a point where it will not be affected at all, Mr. Gier responded that SH is moving away from the buffer but not taking improvements all the way out of the buffer to utilize the existing paved apron as the access road into the site. The existing paved apron will not only be the entry road for SH but also for future for access to anyone else needing to access the North Apron.

Maria Stowell, Engineering Manager, reported that, besides the shoulder work, SH will be doing utility work with an existing water line in the buffer as well as a force main that SH will be constructing, preferably outside the buffer. Ms. Stowell also stated that snow storage is also shown in the buffer so when the road is plowed, it will be pushed to the side which is allowed by PDA regulations for up to half the buffer.

In response to Director Allard's question about whether Ms. Stowell sees any difficulty with this, Ms. Stowell responded no issue except for force main utility work. In response to Chairman Loughlin's question about whether the apron will be redone, Ms. Stowell responded that the Technical Review Committee ("TRC") is discussing this issue. The TRC met last week on this project to look at site plans and subdivision applications. The applications have been continued until next month when the TRC will meet again. When the TRC comes up with a recommendation, it will be brought before the full Board of Directors ("BOD") to sit as a planning board.

In response to Chairman Loughlin's question regarding the full Board of Directors having 30 days after a recommendation from the CILPC and whether there will be a recommendation from the TRC in time for the next BOD meeting, Ms. Stowell said yes, if within 30 days from today. Chairman Loughlin asked for SH consent for an extension of the 30 rule until the next BOD meeting scheduled for August 2, 2018 at which time the BOD will hear the site review application, the subdivision application and the conditional use application as a planning board. Ms. Stowell responded it would be better to bring them all at the same meeting. In response to Chairman Loughlin's question regarding the August 2 date, Ms. Hinchee responded it is not a date certain yet but it will be beyond the 30 days and we will need the applicant to consent to have the full board take up this recommendation beyond the 30 days stated in the PDA Land Use Controls ("LUC"). If the applicant wants to have a hearing within the 30 days, SH will have to pay for notices of a different meeting time.

In response to Mr. Cultrera's question to clarify that the BOD would normally need to reconvene on this issue within 30 days from now and that the CILPC is suggesting to meet on August 2 (or August 3) on the site review application, the subdivision application and the conditional use application, Chairman Loughlin responded yes. Mr. Cultrera gave his consent to reconvene on all three applications at a date after the 30 days of the CILPC.

In response to Mr. Gier's question of whether there was a requirement for the BOD has to act within 30 days on the TRC's recommendation, Ms. Hinchee said that the LUC do not have such a requirement. It is the intent to schedule a special meeting of the BOD, and tried to schedule for July, but PDA does not know whether the July 12 TRC meeting will be the last TRC meeting on the applications and there is a 10 day notice requirement. July would have been the earliest timeframe to schedule a meeting, however, PDA could not get an adequate quorum of the BOD in July so we are now looking for August 2. There is also no guarantee that at the BOD public hearing on the matter can be done in one meeting. *Note: Mr. Cultrera and Mr. Gier stepped out of the room from 8:25 a.m. to 8:27 a.m.* Upon return, Mr. Cultrera confirmed that SH is okay with the current plan for August 2 hearing.

VI. Comments from the Public

Chairman Loughlin opened the public hearing for comments from the public.

In response to PDA Director Margaret Lamson's question regarding the snow plowing and the snow storage and what will be leaching into the ground, Mr. Gier responded that the snow storage will be in the paved section which is less than the allowable usable buffer for snow storage. In response to Director Lamson's question of containment, Mr. Gier explained that this storage area is just for the snow that will be plowed off the driveway.

In response to Director Lamson's question she received from a resident regarding whether SH will be doing a new noise study in connection with the FAA Part 150 noise compatibility and whether the Chairman would allow the PDA Airport Director, Paul Brean, to address this issue and do a joint noise study, Mr. Brean responded that the key component is that this is a relocation, the activity is already taking place on the airfield and SH does not see additional growth at this point. The Part 150 compatibility program did its first study in 1995 and the most recent was done in 2014, which forecasted out to 2019. Mr. Brean and Andrew Pomeroy, Operations Manager, met to review the letter from the Newington resident and the studies. Some of the information in that letter was not correct regarding the number of operations; last year general aviation saw operations 28,939 including all general aviation activities, an additional flight school and approximately 100 general aviation aircraft on the airport. The PDA outgrew the forecast on the Part 150 update conducted in 2014 and forecasted to 2019 by 4,000 operations. Mr. Brean opined that there is room to roll in what the FAA is looking at regarding community roundtable, bringing the community more into the Part 150 program; that monthly noise compatibility meetings could potentially grow that program with more transparency. Currently, PDA has seen 443 noise inquiries this calendar year. An additional noise study is earmarked in the future, however, there would be no FAA funding for an additional noise study at this time and would cost PDA approximately \$180,000 to \$200,000 to do one at this time. This activity is still going to happen in the traffic pattern regardless of where the operation is on the airfield. In response to Director Lamson's comment that it is changing for the residents as it impacted the Portsmouth residents with constant noise before landing and training back and forth in one area, Mr. Brean stated that, in the Part 150 noise contour study, those contours won't change; that Portsmouth air traffic control and airport operations strongly feel that the ability to relocate SH from its current area will allow them direct approaches to their new ramp which will eliminate some of the traffic in the current patterns creating the contours in the 150 study. It is believed there will be more options to get out of the conventional traffic patterns, over the industrial Tradeport, over Rte. 16 and Rte. 95, however, the training SH provides requires working in the traffic pattern which will still create activity in the recognized traffic pattern for which the 150 study has already accounted.

In response to Director Lamson's question whether the PDA would consider putting a berm in that area, Mr. Brean responded that a berm was created. In response to Director Lamson suggesting putting a berm by the north apron in addition to the one by Short Street, Mr. Brean and Ms. Stowell responded that it would be difficult with the wetland buffers and that there must be a level surface for taxiways.

In response to Chairman Loughlin's questions regarding snow storage being piled on the tarmac being standard practice, Mr. Brean reported that this has happened in the past due to lack of activity in that area, but PDA will provide egress for SH and readjust the areas for snow banking and melting.

Mr. John Stephenson, a resident on Miller Avenue, provided comments that the 2014 noise study used older data and stated there was no relevance to helicopters. Mr. Stephenson believes the 2014 study cannot be relied on. If the study was done today, it would show different contours.

Mr. Stephenson also commented that he believes the Noise Compatibility Committee is totally ineffective to represent the true impact of the noise from this issue. Mr. Stephenson reported the noise report line has issues. If you call the noise line by phone to complain, you get a friendly woman who says “nothing we can do, sorry.” If you try the internet, it does not always work and has been down as long as three weeks in August last year. The numbers then get reported in a sanitized, sterile way. Mr. Stephenson stated he does not believe the board has an accurate picture of the true impact of this project. Mr. Stephenson further stated it is a consistent and obnoxious problem and is concerned that the project be expanded or extended.

VII. Close the Public Hearing Portion of the Meeting

Chairman Loughlin closed the public hearing portion of the meeting at 8:35 a.m.

VIII. Motion/Discussion & Questions*

Chairman Loughlin summarized that the question before the Committee is the conditional use permit for temporary disturbance and permanent repair in the buffer at the end of the north apron.

Director Torr moved and Director Levesque seconded that **The Pease Capital Improvement and Land Planning Committee recommends that the PDA Board of Directors hereby approves of the Conditional Use Permit for Seacoast Helicopters, LLC (stipulations may be added).** Disposition: Resolved by unanimous vote for; motion carried.

In response to Ms. Stowell’s question whether the force main should be relocated outside the buffer, Mr. Gier stated SH does not have an issue to relocating the force main outside the buffer.

In response to Director Torr’s question whether the motion needs to be amended since it was already approved, Chairman Loughlin responded that it was stipulated to. Ms. Hinchee stated it will be placed as a condition and thanked SH for agreeing to do that.

IX. Adjournment

Director Allard moved the motion and Director Torr seconded **to adjourn the Meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 8:38 a.m.

Respectfully submitted,

David R. Mullen
Executive Director

JONES & BEACH ENGINEERS INC.

85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885
603.772.4746 - JonesandBeach.com

June 28, 2018

Pease Development Authority
Attn: Mike Mates
55 International Drive
Portsmouth, NH 03801

**RE: Response Letter – Hoyle, Tanner & Associates Comments
North Apron Road, Newington, NH
Tax Map 320 Lot 0
JBE Project No. 16184**

Dear Mr. Mates:

Jones & Beach Engineers, Inc., is in receipt of comments from Hoyle, Tanner & Associates dated June 8, 2018. Original review comments are italicized, and we offer the following responses below:

PDA TRC Comments:

1. *Respond to peer review letter from Hoyle, Tanner & Associates point by point.*
RESPONSE: See response to HTA comment letter below.
2. *Address the conflicting statements in the drainage study regarding the increase/decrease of the peak rate of runoff.*
RESPONSE: Proposed conditions analysis portion of the drainage report has been revised and is included with this response.
3. *Provide a detailed plan to pressure test the water and sewer lines in North Apron Road.*
RESPONSE: Plan C4-1 has been included in the plan set detailing the testing of the sewer and water line in North Apron Road.
4. *Provide a detail depicting the connection of the proposed forcemain to the existing gravity sewer.*
RESPONSE: A Terminal Sewer Manhole-Forcemain Connection detail has been added to sheet D4.
5. *Add a yard hydrant on or adjacent to the proposed site.*
RESPONSE: Proposed hydrant has been added near the proposed parking lot, see sheet C2.

6. *Provide additional treatment for stormwater runoff from the aircraft apron. Include an oil/water separator capable of handling a potential release of hydrocarbons from operations.*
RESPONSE: Proposed catch basin filtration system with hydrocarbon filter element has been proposed to be added to the existing catch basins adjacent to the site.
7. *Provide an operations and maintenance plan for the proposed pump station.*
RESPONSE: Pump station O&M plan has been included with this submittal.
8. *Provide an operations and maintenance plan for the proposed oil/water separator.*
RESPONSE: O&M plan for the oil/water separator has been included with this submittal.
9. *Provide pump design calculations.*
RESPONSE: Pump design information included with this submittal.
10. *Provide water shut off valves on the service lines to the building.*
RESPONSE: Water shut off valves have been included on the revised plans, see sheet C2.
11. *Confirm separation distance and provide detail for water and sewer crossing in Arboretum Drive.*
RESPONSE: 10' separation has been maintained and noted on PP2. A detail for the water and sewer crossing is included on sheet D4.
12. *Add a note to the Utility Plan stating: "Additional measures to treat odors from the sanitary system may be required in the future as dictated by the City of Portsmouth. The applicant shall be responsible for these costs.*
RESPONSE: Note added, see sheet C4, Note #5.
13. *Add a note to the Utility Plan stating: "The Town of Newington Building Department will require a sign off on the proposed design from the City of Portsmouth Water, Sewer, and Fire Departments prior to the issuance of a building permit".*
RESPONSE: Note added, see sheet C4, Note #6.

Hoyle, Tanner & Associates Comments:

Drawing S1, Subdivision Plan:

1. *Note 6, contradicts callout on plan.*
RESPONSE: Note has been updated to match plan callout.
2. *Note 8, states the vertical datum is NAVD88, Drawing C1, note 10, states the vertical datum is NGVD 29, please clarify.*
RESPONSE: Vertical Datum is NAVD88. Plans have been revised accordingly.

3. *Provide the PDA with a 50' wide utility easement over the existing storm drain in the southwest corner of the site.*

RESPONSE: The requested utility easement has been depicted on the updated plans.

Drawing C1, Existing Conditions Plan:

1. *The existing storm drain in the southwest corner of the site is noted as 36". On the drawings C1B and C3 it is noted as 48". Please clarify.*

RESPONSE: Existing storm drain size has been clarified on the updated plans.

Drawing C1B, Demolition Plan:

1. *There are no coordinates or dimensions provided. How does the contractor determine limits of milling or pavement removal?*
RESPONSE: Dimensions for pavement rubblization and/or removal have been depicted on the demolition plan.
2. *Suggest showing the existing concrete panels and lining up the PCC removal and milling to the joints so that you don't end up with small slivers of PCC left over.*
RESPONSE: Existing concrete panels have been depicted. Concrete removal has been limited to match panels.
3. *Suggest labeling the thickness of the PCC being removed so that the contractor can accurately price the PCC removal.*
RESPONSE: No testing on the existing PCC has been completed at this time.
4. *Sawcutting tight radiuses through 13" of PCC is impossible. Suggest removing the PCC in a square pattern.*
RESPONSE: Concrete removal will occur at panel lines.
5. *Milling limits don't match the new overlay limits shown on Drawing C2 in the area of the 24' driveway from the landside parking area to airside.*
RESPONSE: Concrete removal has been revised to match new pavement lines.
6. *Milling and placing a thin overlay on ASR affected concrete is not advisable. ASR is a condition where the concrete expands over time. Placing an overlay on ASR affected concrete will result in quicker than normal deterioration of the asphalt pavement due to differential expansion between the HMA and PCC, which will cause delamination and pieces of HMA coming loose (FOD). Maintenance will have to be performed more often than is normal. Additionally, if stress absorbing membranes are not used over the existing joints between panels, reflective cracking will occur within 1 to 2 years, also a maintenance issue. We recommend removing the PCC concrete and installing a pavement section of 4" P-401 (HMA), 9" P-209 (crushed aggregate base). Alternately the PCC could be milled and then either rubblized or crack and seated prior to placing a 3" HMA overlay.*
RESPONSE: Concrete removal has been revised to rubblization.

7. *The PCC should be removed a minimum of 5' outside the hangar foundation and a 5' wide relief strip of 6" HMA installed. If not, the ASR affected PCC will expand and move and damage the hangar foundation and subsequently the hangar. Over the time the relief strip will bulge and buckle and will have to be milled to flatten it out again.*

RESPONSE: Concrete removal has been revised to rubblization, therefore, will not be affected by expansion.

8. *Fence removal callout references Note 12, but there is no Note 12.*

RESPONSE: Fence removal note has been updated as required.

9. *A callout should be added for connecting the temporary perimeter fence to the existing perimeter fence.*

RESPONSE: A callout has been added where temporary perimeter fence connects to existing fence.

10. *A haul road should be shown from the construction entrance to the work site.*

RESPONSE: The intent is to utilize the existing concrete apron with temporary fencing and gate for construction traffic to the extent practical. Temporary construction entrance will only be utilized during road construction.

11. *See Existing Conditions Plan comment 1 above.*

RESPONSE: Storm drain size has been updated as required.

Drawing C2, Site and Utility Plan:

1. *Note 21. Please clarify how the area of disturbance was calculated, we are calculating approx. 95,000 SF.*

RESPONSE: prior disturbance area did not include areas of grinding and repaving. This note has been updated as required.

2. *Note 24, submission of 7460-1 forms to the FAA's oe/aaa website will be required a minimum of 45 days before construction starts and additional submissions will be required for cranes if used.*

RESPONSE: Note has been updated as required.

3. *Note 30. Suggest determining if ballast is needed prior to issuing drawings to contractor. If this design requirement is passed to the contractor the specifications should be clear on the design requirements so that it can be priced correctly.*

RESPONSE: Note has been revised as necessary.

4. *Note 31. Provide a L-810 obstruction light every 50' along the top of the new fence within the lease area.*

RESPONSE: Note has been revised as required.

5. *Has the septic tank been checked for buoyancy?*

RESPONSE: Groundwater level not anticipated to create issue with buoyancy. Note #30 has been revised to include septic tank.

6. *Suggest adding a hatch for the Standard Duty Asphalt Pavement Section. It is not immediately clear where the pavement is on the plan.*
RESPONSE: Hatch has been added as suggested.
7. *Add a flow arrow for the roof so that location of stormwater run-off is known.*
RESPONSE: Flow arrows added as suggested.
8. *Snow storage for the auto parking lot may be problematic since the plow driver has to get the snow over curb stops and a curb.*
RESPONSE: Curb stops have been removed.
9. *Use PDA standard vertical granite curbing.*
RESPONSE: Sloped granite curbing has been specified.
10. *Suggest paving the auto parking lot. A nice new facility is being built and deteriorated ASR affected concrete is being left for customers to park on.*
RESPONSE: Parking lot will be paved.
11. *Provide a 5' wide relief strip at all locations where the existing concrete meet the new standard duty HMA pavement.*
RESPONSE: Revised plans call for rubblization of existing concrete, therefore relief strips not necessary.
12. *Confirm that the dumpster pad is large enough for both trash and recycling containers.*
RESPONSE: Due to limited refuse anticipated, dumpster pad size will be sufficient.
13. *Confirm the dumpster pad is located far enough off the new standard duty HMA pavement such that the truck will not block the road.*
RESPONSE: Dumpster pad location revised to provide sufficient space to prevent truck from blocking road.
14. *Two call outs identify the permanent perimeter fence. "Prop. Security Fence" and "Prop. Security Fence on Jersey Barrier". "Prop. Security Fence on Jersey Barrier" shall be used for temporary fencing only.*
RESPONSE: Callouts have been revised as required.
15. *A callout should be added to indicate that the proposed perimeter fence needs to be connected to the existing perimeter fence.*
RESPONSE: Callout has been added as required.

Drawing C3, Grading and Drainage Plan:

1. *Note 2, see Subdivision Plan comment 3 above.*
RESPONSE: Easement is depicted as required.
2. *Suggest using 0.2-foot contour intervals on the apron area, as it is very flat and 1.0 contours don't give a good picture of how it is graded.*
RESPONSE: Contours have been revised to 0.2' as suggested.

3. *FAA requirements for Apron grading are 0.5% minimum and 2% maximum for a helicopter apron. The first 50' from the building have to flow away from the building at a minimum of 1%. The apron grading does not meet these criteria.*
RESPONSE: Apron grading revised as required.
4. *If any fueling is done on the apron, NFPA-415 requires 1% slope away from the hangar at a minimum of 50 feet.*
RESPONSE: No fueling on apron is proposed.
5. *Will there be any maintenance performed in the hangars? If so, what considerations have been made for floor drains and oil/water separators?*
RESPONSE: No floor drains are proposed.
6. *See Existing Conditions Plan comment 1 above.*
RESPONSE: Existing storm drain size has been updated as required.

Drawing C4, Offsite Utility Plan:

1. *The pole at the circle where the drop being installed is listed as existing, however, it does not currently exist.*
RESPONSE: Utility pole locations have been updated per Eversource design.
2. *Please coordinate the overhead electrical route along North Apron Road with Eversource.*
RESPONSE: Utility pole locations have been updated per Eversource design.

Drawing L1, Landscaping and Lighting Plan:

1. *Is there any apron lighting proposed?*
RESPONSE: No.
2. *Temporary security fence detail. Revise the detail to show 8' of fabric above the jersey barrier.*
RESPONSE: Detail updated as required.
3. *Add a streetlight at the cul-de-sac. Coordinate location with Eversource.*
RESPONSE: Street light has been added.
4. *Add a L-810 obstruction light detail mounted to new permanent fence with a lease area. See Site and Utility Plan comment 4 above.*
RESPONSE: Fence detail updated as required.

Drawing PP1, Access Road Plan and Profile:

1. *Note 3. The requirement of an underdrain should be determined by the engineer so that the contractor can accurately price the item.*
RESPONSE: Note #3 has been removed. Need for underdrain not anticipated.

2. *A hatch for the Standard Duty Asphalt Pavement Section should be used to highlight the limits of new HMA.*

RESPONSE: Pavement hatch has been added as suggested.

3. *Show grading from Station 0+00 to approx., Station 0+80 out to the limits of disturbance.*

RESPONSE: Grading has been depicted on revised plans.

4. *Show surface treatment from Station 0+00 to approx. Station 0+80 out to the limits of disturbance.*

RESPONSE: Surface treatment has been added as suggested.

Drawing PP2, Force Main – Plan and Profile:

1. *Call out restoration requirements where proposed force main crosses existing driveways. Will any curbing be affected?*

RESPONSE: Restoration has been called out where required.

Drawing D1, Detail Sheet:

1. *Transition Detail to Existing Concrete Pavement. A feather joint is not acceptable. It needs to be a vertical butt joint is sawed and sealed with hot applied sealant. The milling depth will have to be variable to maintain a constant 3" HMA section to proposed grades. As stated previously milling ASR affected concrete and paving will result in a poor end product with greater maintenance requirements and is therefore not recommended.*

RESPONSE: This detail has been updated to match the proposed rubblization and moved to sheet D2.

Drawing D2, Detail Sheet:

1. *Standard Duty Asphalt Pavement Section. At only 21" this pavement section may be subject to future frost heaves if the underlying soils are not free draining.*

RESPONSE: It is our opinion that the pavement section is sufficient.

2. *Utility Trench. All conduit under pavement should be schedule 80 or concrete encased.*

RESPONSE: All utility conduit has been modified to schedule 80.

Drawing D4, Detail Sheet:

1. *Bituminous Berm is not acceptable. Use PDA standard vertical granite curb.*

RESPONSE: Slope granite curb is proposed.

2. *Confirm 1,600 Gallon Septic Tank is H2O loading.*

RESPONSE: Septic tank meets H2O loading.

3. *Coordinate 1,600 Gallon Septic Tank detail with Sewer Pump Station Detail. The septic tank shows 3 manhole openings; the pump station detail shown only 2 manhole openings.*

RESPONSE: Septic tank to have 3-manhole openings as shown on septic tank detail.

Drawing P1, Phase 1- Plan:

1. *Suggest adding a hatch for the Standard Duty Asphalt Pavement Section. It is not immediately clear where the new pavement is on the plan.*
RESPONSE: Asphalt hatch has been included as suggested.
2. *Add sequence of construction notes so that the contractor will know how to maintain the security of the airport during construction.*
RESPONSE: Construction sequence listed on sheet E1.

Drawing S3.1, Foundation Sections:

1. *Multiple details reference "the Plan (Drawing S2.1) for reinforcing table and footing dimensions. S2.1 does not have a table with this information.*
RESPONSE: Foundation response under different cover letter.

Other Notes:

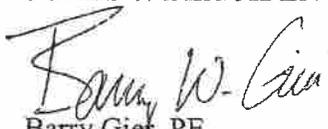
1. *Structural drawings were not reviewed for engineering design.*
RESPONSE: No response required.
2. *Drainage Analysis Report. No additional comments.*
RESPONSE: No response required.
3. *Trip Generation Memo. No Additional comments.*
RESPONSE: No response required.
4. *Deicing. Per current PDA requirements deicing on the North Apron will not be allowed.*
RESPONSE: Applicant is aware of this restriction.

The following items are provided along with the Response Letter:

1. One (1) Full Size Plan Set.
2. One (1) Half Size Plan Set.

Thank you very much for your time. If you have any questions, or need further assistance, please contact our office.

Very truly yours,
JONES & BEACH ENGINEERS, INC.


Barry Gies, PE
Vice President

cc: Seacoast Helicopters, LLC (Letter and Plan Set via E-mail)

Pease Development Authority – 3 Full-Size Plan Sets, Letter & Attachments

Portsmouth Planning Department – 6 Full-Size Plan Sets, Letter & Attachments

Newington Planning Department – 4 Full-Size Plan Sets, Letter & Attachments

Attachments:

- Sewer System Operation and Maintenance Manual
- Pump Station Calculations
- Stormwater Operations & Maintenance
- Updated Excerpt from Drainage Calculations

**SEWER SYSTEM
OPERATION AND MAINTENANCE MANUAL**

**Seacoast Helicopters, LLC
North Apron Road
Tax Map 320, Lot 0
Newington, NH**

Prepared for:

**Seacoast Helicopters, LLC
44 Durham Street
Portsmouth, NH 03801**

**February 5, 2018
JBE Project No. 16184**

Inspection and Maintenance of Facilities and Property

A. Maintenance of Common Facilities or Property

1. The Property Owner, future owners and assigns are responsible to perform the maintenance obligations or hire a Professional Engineer to review the site on an annual basis for maintenance and certification of the sewer system. The Owner shall keep receipts and records of all maintenance companies hired throughout the year to submit along with the following form.

B. General Inspection and Maintenance Requirements

1. Permanent sewer facilities to be maintained on the site include, but are not limited to, the following:
 - a. Orenco BioTube Sewer Pump Station
 - b. Septic Tank
2. Maintenance of permanent measures shall follow the following schedule:
 - a. Septic Tank shall be pumped every six (6) months in operation during the first twelve (12) months of operation. After the first twelve (12) months, the owner shall evaluate the level of cleaning required and adjust the cleaning schedule accordingly.
 - b. During septic tank cleaning, the Orenco Biotube pump package shall be inspected and cleaned as required.
 - c. **Follow all EasyPak Pump Package instructions for cleaning the Orenco Biotube pump package and filter as outlined in the Maintenance Instructions, See Appendix.**

See attached sample forms as a guideline.

Any inquiries in regards to the design, function, and/or maintenance of any one of the above mentioned facilities or tasks shall be directed to the project engineer:

Jones & Beach Engineers, Inc.
85 Portsmouth Avenue
P.O. Box 219
Stratham, NH 03885
T#: (603) 772-4746

Commitment to maintenance requirements

I agree to complete and/or observe all of the required maintenance practices and their respective schedules as outlined above.

Signature and Date

Print Name & Title

Annual Operations and Maintenance Report

The Property Owner, future owners and assigns are responsible to perform the maintenance obligations or hire a Professional Engineer to review the site on an annual basis for maintenance and certification of the sewerage system. The Owner shall keep receipts and records of all maintenance companies hired throughout the year to submit along with the following form.

| Construction Activity | Date of Inspection | Who Inspected | Findings of Inspector |
|-----------------------------|--------------------|---------------|-----------------------|
| Orenco BioTube Pump Station | | | |
| Septic Tank | | | |

Model: BPP15DD-68
 Non-Pressurized System
 Demand Dosing
 68 inch vault

Flows

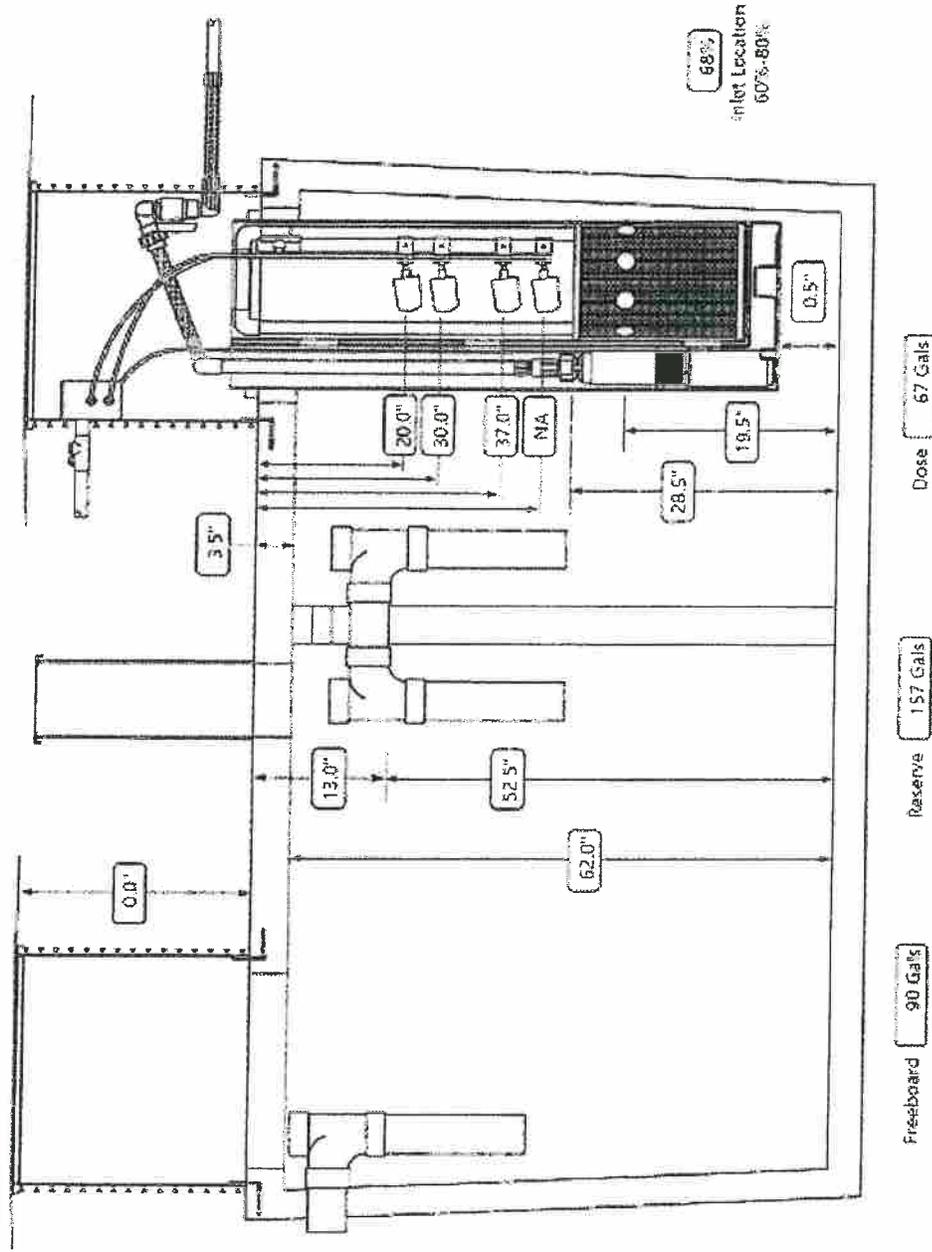
Total Dynamic Head: 104.4 feet
 Pump Flow Rate: 10.0 gpm
 Design Flow Rate: 150 gpd
 Actual Pump Flow Rate: --- gpm

Float Heights

High Water: 20 inches
 Pump On: 30 inches
 Pump Off: 37 inches

Tank Volumes

Tank Volume: 1600 Gals
 Freeboard: 90 Gals
 Reserve Volume: 157 Gals
 Dose Volume: 67 Gals



Pump Selection for a Non-Pressurized System - Commercial Project



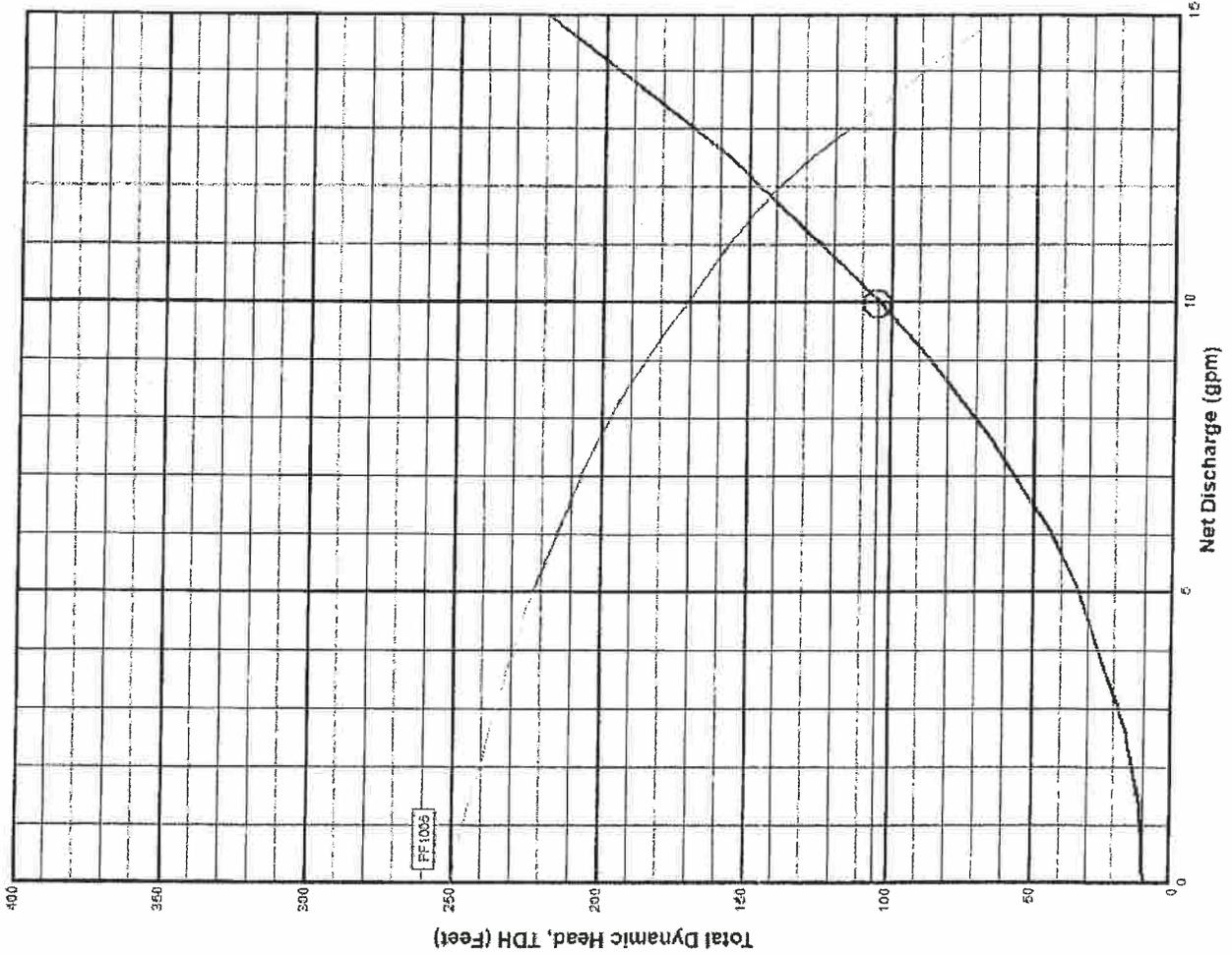
| Parameters | |
|--------------------------|--------------|
| Discharge Assembly Size | 1.0FC inches |
| Transport Length | 3732 feet |
| Transport Pipe Class | 80 |
| Transport Line Size | 4.00 inches |
| Distributing Valve Model | None |
| Max Elevation Lift | 10 feet |
| Design Flow Rate | 10 gpm |
| Flow Meter | None |
| Add-on Friction Losses | 0 inches |

| Calculations | |
|--------------------|---------|
| Transport Velocity | 0.3 fps |

| Frictional Head Losses | |
|------------------------|-----------|
| Loss through Discharge | 94.0 feet |
| Loss in Transport | 0.4 feet |
| Loss through Valve | 0.0 feet |
| Loss through Flowmeter | 0.0 feet |
| Add-on Friction Losses | 0.0 feet |

| Pipe Volumes | |
|-----------------------|-------------|
| Vol of Transport Line | 2228.8 gals |

| Minimum Pump Requirements | |
|---------------------------|------------|
| Design Flow Rate | 10.0 gpm |
| Total Dynamic Head | 104.4 feet |



System Curve: —
 Pump Curve: - - -
 Pump Optimal Range: —
 Operating Point: ○
 Design Point: ○

2. DRAINAGE ANALYSIS

2.1 INTRODUCTION

Seacoast Helicopters, LLC proposes to construct a 8,000 S.F. helicopter storage & maintenance building facility with office space and a future building expansion covering approximately 8,000 S.F. with associated parking, located on Tax Map 320, Lot 0 in Newington, NH. This project will be serviced by Municipal sewer and water.

2.2 METHODOLOGY

The existing and proposed watersheds were modeled utilizing HydroCad stormwater software, version 9.10. The watersheds were analyzed utilizing the SCS TR-20 methodology for hydrograph development and the TR-55 methodology for Time of Concentration (Tc) determination. The Dynamic-Storage-Indicating method for reach and pond routing was utilized. Type III, 24-hour hydrographs were developed for the 2-year, 10-year, 25-year, 50-year, and 100-year storm events, corresponding to rainfall events of 3.20", 4.86", 6.16", 7.38" and 8.84" respectively.

Existing topography and site features were obtained through on-ground topography completed by Jones & Beach Engineers. Existing soil conditions were derived from NRSC Web Soil Survey.

2.3 EXISTING CONDITIONS ANALYSIS

The study area consists of the subject property and upstream contributing area. The study area contains 9.811 acres including offsite contributing areas. The existing site is currently fully developed and includes the North Apron and North Apron Road. The entire study area drains towards the north side of the project parcel to a wetland location considered to be the only Analysis Point in the drainage study.

Soils for this site are described as Hydrological Soils "B".

A single Analysis Point (AP) were defined for this project. The Analysis Point is described below:

Analysis Point #1 is defined as a wetland location along the north side of the project area. Stormwater to this Analysis Point is collected from the entire upstream wetland area and surrounding grassed areas.

2.4 PROPOSED CONDITIONS ANALYSIS

The proposed project proposes to construct a 8,000 S.F. helicopter storage & maintenance building facility with office space and a future building expansion covering approximately 8,000 S.F with associated parking.

The proposed project will decrease the amount of impervious on-site, thereby, decreasing the amount of runoff leaving the site.

STORMWATER MANAGEMENT OPERATION AND MAINTENANCE MANUAL

**Seacoast Helicopters, LLC
North Apron Road
Tax Map 320, Lot 0
Newington, NH**

Prepared for:

**Seacoast Helicopters, LLC
44 Durham Street
Portsmouth, NH 03801**

**February 12, 2018
JBE Project No. 16184**

Inspection and Maintenance of Facilities and Property

A. Maintenance of Common Facilities or Property

1. The Property Owner, future owners and assigns are responsible to perform the maintenance obligations or hire a Professional Engineer to review the site on an annual basis for maintenance and certification of the stormwater system. The Owner shall keep receipts and records of all maintenance companies hired throughout the year to submit along with the following form.

B. General Inspection and Maintenance Requirements

1. Permanent stormwater and sediment and erosion control facilities to be maintained on the site include, but are not limited to, the following:
 - a. Catch basins and drain manholes
 - b. Culverts
 - c. Vegetation and landscaping
 - d. Parking lots and roadways
 - e. Roof drains
 - f. First Defense - Mechanical Separator Catch Basin
 - g. Catch Basin Insert
2. Maintenance of permanent measures shall follow the following schedule:
 - a. Normal winter roadway and parking lot maintenance including plowing and snow removal.
 - b. Road and parking lot sweeping at the end of every winter, preferably at the start of the spring rain season.
 - c. **Inspection** of culvert inlets and outlets at least **once per month** during the rainy season (March to November). Any debris is to be removed and disposed of properly by contractor.
 - d. **Annual inspection** of the site for erosion, destabilization, settling, and sloughing. Any needed repairs are to be conducted immediately.
 - e. **Annual inspection** of site's vegetation and landscaping. Any areas that are bare shall be reseeded and mulched with hay or, if the case is extreme, loamed and seeded or sodded to ensure adequate vegetative cover. Landscape specimens shall be replaced in kind, if they are found to be dead or dying.
 - f. **Annual inspection** of catch basins and drain manholes to determine if they need to be cleaned. Catch basins are to be cleaned if the depth of deposits is greater than one-half the depth from the basin bottom to the invert of the lowest pipe or opening into or out of the basin. If a catch basin significantly exceeds the one-half depth standard during the inspection, then it should be cleaned more frequently. If woody debris or trash accumulates in a catch basin, then it should be cleaned on a weekly basis. Manholes should be cleaned of any material upon inspection. Catch basins and manholes can be cleaned either manually or by specially designed equipment including, but not limited to, bucket loaders and vacuum pumps. Before any materials can be disposed, it is necessary to perform a detailed chemical analysis to determine if the materials meet the EPA criteria for hazardous waste. This will help determine how the materials should be stored, treated, and disposed. Grease hoods are to be wiped clean and the rags disposed of properly. Debris obscuring the grate inlet should also be removed.
 - g. **Roof Drains:**

Roof drains should be **inspected annually**, preferably in the fall after leaf drop. Drains should be kept clear, and any debris that may clog a drain such as tennis balls, baseballs, beverage cans, etc. should be removed during each inspection. Every drain should have a clean "leaf" grate present to prevent clogging of the drainpipes. A roof inspection in the late fall should also include the removal of leaves. Outfalls should be inspected to assure a clear drainage path.

WHAT TO LOOK FOR:

Although improper roof drainage can best be observed immediately after a rain storm, most impacted drainage conditions will leave "tell-tale" indications even after standing water has evaporated:

1. Accumulated Debris. Debris frequently accumulates in ponding areas. Because water eventually evaporates from impacted areas, a concentric pattern of debris or dirt is a good indication of a ponding condition.
2. Visible Sagging or Deflection.
3. Discoloration of Curbs and Walls. The discoloration may be due to a build-up of snow or ice, or it may be an indication that water may "back up" during very severe rain storms.

h. First Defense - Mechanical Separator:

See Attached First Defense Operations and Maintenance Manual

i. Catch Basin Insert (Oil/Water Filter):

See Attached Clean-Way Operations and Maintenance Manual

See attached sample forms as a guideline.

Any inquiries in regards to the design, function, and/or maintenance of any one of the above mentioned facilities or tasks shall be directed to the project engineer:

Jones & Beach Engineers, Inc.
85 Portsmouth Avenue
P.O. Box 219
Stratham, NH 03885

T#: (603) 772-4746

F#: (603) 772-0227

Commitment to maintenance requirements

I agree to complete and/or observe all of the required maintenance practices and their respective schedules as outlined above.

Signature

Date

Print Name

Title

| Stormwater Component | Inspection Period | Inspection Criteria/Methods |
|--------------------------------------|--------------------------|--|
| Pavement | Annually | Sweep pavement. Remove sand and debris., see item B.2 |
| Culverts | Once per month | Inspect inlet/outlet. Remove debris. |
| Vegetation | Annually | Repair bare unvegetated areas. |
| Riprap | Annually | Relocate displaced rocks, remove woody vegetation and debris |
| First Defense - Mechanical Separator | Once per month | Inspection for sediment/debris, inspect for erosion, inspection for invasive vegetation. See item j. |
| Erosion | Annually | Repair site erosion. |
| Catch Basin Insert | Once per month | Inspect insert & filter element. See maintenance procedures for catch basin insert |

Annual Operations and Maintenance Report

The Property Owner, future owners and assigns are responsible to perform the maintenance obligations or hire a Professional Engineer to review the site on an annual basis for maintenance and certification of the stormwater system. The Owner shall keep receipts and records of all maintenance companies hired throughout the year to submit along with the following form.

| Construction Activity | Date of Inspection | Who Inspected | Findings of Inspector |
|--------------------------------------|--------------------|---------------|-----------------------|
| Catch basins and drain manholes | | | |
| Vegetation and landscaping | | | |
| Parking lots and roadways | | | |
| First Defence - Mechanical Separator | | | |
| Catch Basin Insert | | | |

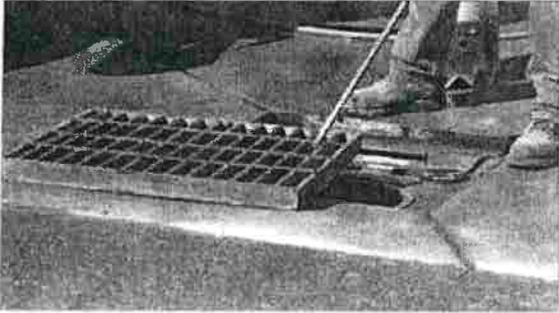


Storm Clean[®] Filtration Insert

Installation of Sediment and Hydrocarbon Filter Elements

Installation Procedure

- 1) Remove grate and thoroughly clean grate support frame.



- 2) Inspect grate frame to ensure the rubber gasket on the support pan forms an effective seal.



NOTE: We recommend the host fixture is pressure washed and vacuumed prior to filter installation.

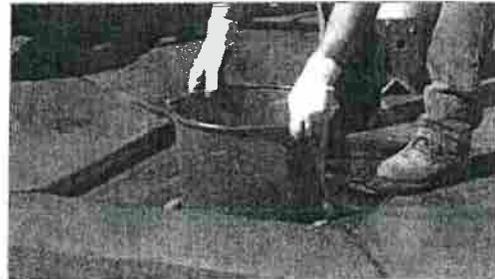
- 3) Install support pan. Make sure the rubber gasket has good contact with the grate frame.



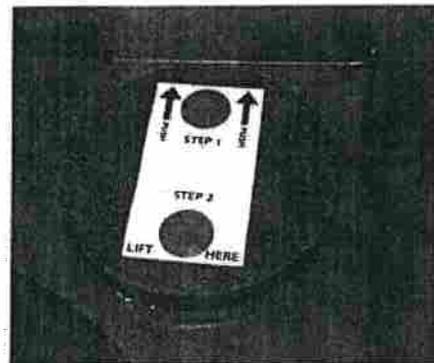
- 4) Install filter element until it fits snugly into the support pan opening.



- 5) Install rigid strainer into the filter element until the strainer is flush with the support pan.



- 6) Make sure the sample port cap is firmly in place then reinstall grate.

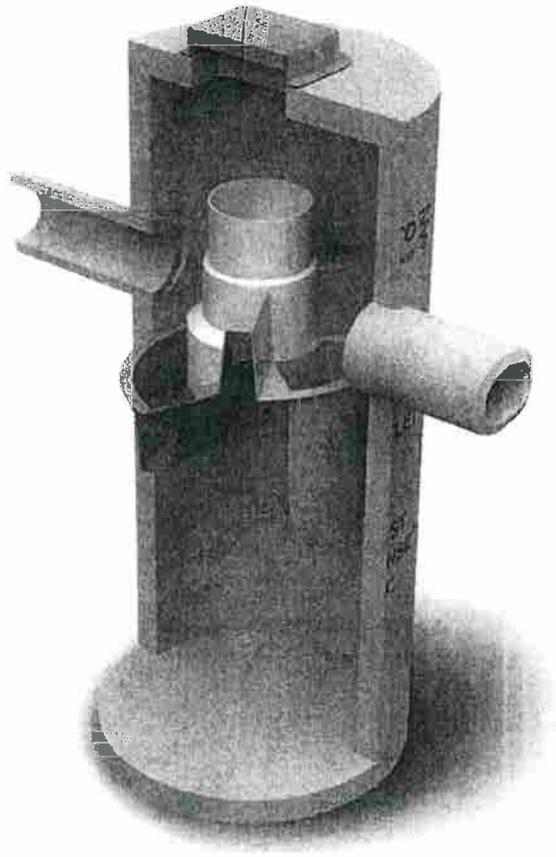


Maintenance

Visual monitoring of the filter element to check performance should be done during monthly inspection.

- 1) Remove grate to access the unit for cleaning.
- 2) Remove and empty the rigid strainer.*
- 3) Remove filter element.* Filter elements should be changed when the unit is heavily fouled at the surface and sedimentation has built up, impeding flow of water.
NOTE: The used filter element should be allowed to drain and disposed as dry waste.
- 4) Replace filter element with a new one, following the installation instructions.

*Check with your local waste disposal authority for proper disposal of exhausted filter elements and waste materials removed from the system.



Operation and Maintenance Manual

First Defense[®] and First Defense[®]High Capacity

Vortex Separator for Stormwater Treatment

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| 4 | <ul style="list-style-type: none"> MODEL SIZES & CONFIGURATIONS - FIRST DEFENSE® COMPONENTS |
| 5 | <ul style="list-style-type: none"> MAINTENANCE - OVERVIEW - MAINTENANCE EQUIPMENT CONSIDERATIONS - DETERMINING YOUR MAINTENANCE SCHEDULE |
| 6 | <ul style="list-style-type: none"> MAINTENANCE PROCEDURES - INSPECTION - FLOATABLES AND SEDIMENT CLEAN OUT |
| 8 | <ul style="list-style-type: none"> FIRST DEFENSE® INSTALLATION LOG |
| 9 | <ul style="list-style-type: none"> FIRST DEFENSE® INSPECTION AND MAINTENANCE LOG |

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DISCLAIMER: Information and data contained in this manual is exclusively for the purpose of assisting in the operation and maintenance of Hydro International plc's First Defense®. No warranty is given nor can liability be accepted for use of this information for any other purpose. Hydro International plc has a policy of continuous product development and reserves the right to amend specifications without notice.

I. First Defense® by Hydro International

Introduction

The First Defense® is an enhanced vortex separator that combines an effective and economical stormwater treatment chamber with an integral peak flow bypass. It efficiently removes total suspended solids (TSS), trash and hydrocarbons from stormwater runoff without washing out previously captured pollutants. The First Defense® is available in several model configurations (refer to Section II, Model Sizes & Configurations, page 4) to accommodate a wide range of pipe sizes, peak flows and depth constraints.

Operation

The First Defense® operates on simple fluid hydraulics. Its self-activating, has no moving parts, no external power requirement and is fabricated with durable non-corrosive components. No manual procedures are required to operate the unit and maintenance is limited to monitoring accumulations of stored pollutants and periodic clean-outs. The First Defense® has been designed to allow for easy and safe access for inspection, monitoring and clean-out procedures. Neither entry into the unit nor removal of the internal components is necessary for maintenance, thus safety concerns related to confined-space entry are avoided.

Pollutant Capture and Retention

The internal components of the First Defense® have been designed to optimize pollutant capture. Sediment is captured and retained in the base of the unit, while oil and floatables are stored on the water surface in the inner volume (Fig.1).

The pollutant storage volumes are isolated from the built-in bypass chamber to prevent washout during high-flow storm events. The sump of the First Defense® retains a standing water level between storm events. This ensures a quiescent flow regime at the onset of a storm, preventing resuspension and washout of pollutants captured during previous events.

Accessories such as oil absorbent pads are available for enhanced oil removal and storage. Due to the separation of the oil and floatable storage volume from the outlet, the potential for washout of stored pollutants between clean-outs is minimized.

Applications

- Stormwater treatment at the point of entry into the drainage line
- Sites constrained by space, topography or drainage profiles with limited slope and depth of cover
- Retrofit installations where stormwater treatment is placed on or tied into an existing storm drain line
- Pretreatment for filters, infiltration and storage

Advantages

- Inlet options include surface grate or multiple inlet pipes
- Integral high capacity bypass conveys large peak flows without the need for "offline" arrangements using separate junction manholes
- Proven to prevent pollutant washout at up to 500% of its treatment flow
- Long flow path through the device ensures a long residence time within the treatment chamber, enhancing pollutant settling
- Delivered to site pre-assembled and ready for installation

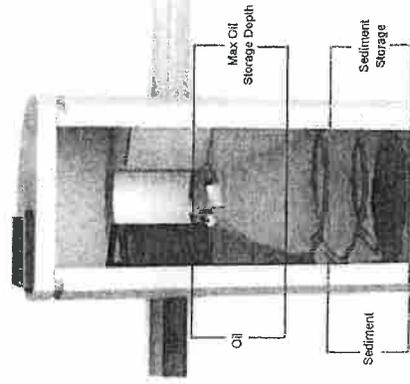


Fig. 1 Pollutant storage volumes in the First Defense®

II. Model Sizes & Configurations

The First Defense® inlet and internal bypass arrangements are available in several model sizes and configurations. The components of the First Defense®-4HC and First Defense®-6HC have modified geometries as to allow greater design flexibility needed to accommodate various site constraints.

All First Defense® models include the internal components that are designed to remove and retain total suspended solids (TSS), gross solids, floatable trash and hydrocarbons (Fig.2a - 2b). First Defense® model parameters and design criteria are shown in Table 1.

First Defense® Components

1. Built-In Bypass
2. Inlet Pipe
3. Inlet Chute
4. Floatables Draw-off Port
5. Outlet Pipe
6. Floatables Storage
7. Sediment Storage
8. Inlet Grate or Cover

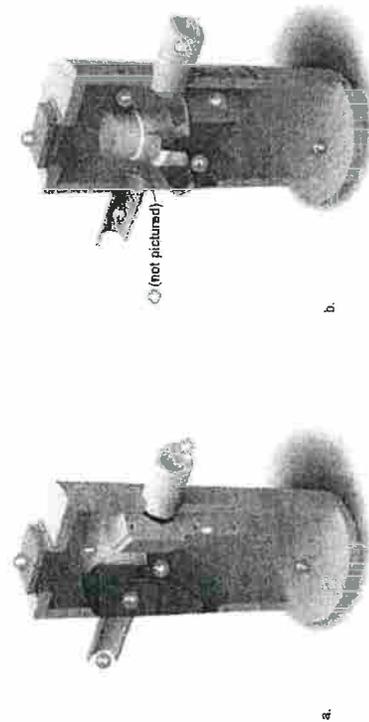


Fig.2a) First Defense®-4 and First Defense®-6; b) First Defense®-4HC and First Defense®-6HC, with higher capacity dual internal bypass and larger maximum pipe diameter.

| First Defense® High Capacity Number | Typical TSS Treatment Flow Rate (gpm) | Peak Flow Rate (gpm) | Maximum Pipe Diameter (inches) | Oil Storage Capacity (gallons) | Typical Stormwater Storage Capacity (gallons) | Minimum Distance from Outlet Invert to Top of Rim (ft/m) | Chamber Depth (ft/m) | |
|-------------------------------------|---------------------------------------|----------------------|--------------------------------|--------------------------------|---|--|----------------------|-----------|
| FD-3HC | 3/0.9 | 0.85/24.0 | 15/424 | 18/457 | 125/473 | 0.4/0.3 | 2.0 - 3.5/0.6 - 1.0 | 3.75/1.14 |
| FD-4HC | 4/1.2 | 1.50/42.4 | 18/510 | 24/600 | 181/723 | 0.7/0.6 | 2.3 - 3.9/0.7 - 1.2 | 5.00/1.52 |
| FD-5HC | 5/1.5 | 2.35/66.2 | 20/566 | 24/609 | 300/1135 | 1.1/.84 | 2.5 - 4.5/0.7 - 1.3 | 5.25/1.60 |
| FD-6HC | 6/1.8 | 3.38/95.7 | 32/906 | 30/750 | 488/1878 | 1.6/1.2 | 3.0 - 5.1/0.9 - 1.6 | 6.25/1.90 |
| FD-7HC | 7/2.1 | 4.80/130.2 | 40/1133 | 42/1067 | 750/2838 | 2.1/1.9 | 3.0 - 5.5/0.9 - 1.7 | 7.25/2.20 |
| FD-8HC | 8/2.4 | 6.00/169.9 | 50/1,415 | 48/1219 | 1120/4239 | 2.8/2.1 | 3.0 - 6.0/0.9 - 1.8 | 8.00/2.43 |

Standard hydraulic interventional when higher pipe sizes are required. Minimum distance for models depends on pipe diameter. Minimum distance for models depends on pipe diameter.

III. Maintenance

Overview:

The First Defense® protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the continuous, long-term functioning of the First Defense®. The First Defense® will capture and retain sediment and oil until the sediment and oil storage volumes are full to capacity. When sediment and oil storage capacities are reached, the First Defense® will no longer be able to store removed sediment and oil. Maximum pollutant storage capacities are provided in Table 1.

The First Defense® allows for easy and safe inspection, monitoring and clean-out procedures. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the mainhole.

Maintenance events may include inspection, Oil & Floatables Removal, and Sediment Removal. Maintenance events do not require entry into the First Defense®, nor do they require the internal components of the First Defense® to be removed. In the case of inspection and floatables removal, a vacuum truck is not required. However, a vacuum truck is required if the maintenance event is to include oil removal and/or sediment removal.

Maintenance Equipment Considerations

The internal components of the First Defense®-HC have a centrally located circular shaft through which the sediment storage sump can be accessed with a sump vac hose. The open diameter of this access shaft is 15 inches in diameter (Fig.3). Therefore, the nozzle fitting of any vacuum hose used for maintenance should be less than 15 inches in diameter.



Fig. 3 The central opening to the sump of the First Defense®-HC is 15 inches in diameter.

Determining Your Maintenance Schedule

The frequency of clean out is determined in the field after installation. During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. A simple probe such as a Sludge-Judge® can be used to determine the level of accumulated solids stored in the sump. This information can be recorded in the maintenance log (see page 9) to establish a routine maintenance schedule.

The vacuum procedure, including both sediment and oil/floatables removal, for a 6-ft First Defense® typically takes less than 30 minutes and removes a combined water/oil volume of about 765 gallons.

Inspection Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities. Fig. 4 shows the standing water level that should be observed.
4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the components and water surface.
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel.
6. On the Maintenance Log (see page 9), record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.
7. Securely replace the grate or lid.
8. Take down safety equipment.
9. Notify Hydro International of any irregularities noted during inspection.

Floatables and Sediment Clean Out
 Floatables clean out is typically done in conjunction with sediment removal. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables (Fig. 5).

- Floatables and loose debris can also be netted with a skimmer and pole. The access port located at the top of the manhole provides unobstructed access for a vactor hose and skimmer pole to be lowered to the base of the sump.
- Scheduling**
- Floatables and sump clean out are typically conducted once a year during any season.
 - Floatables and sump clean out should occur as soon as possible following a spill in the contributing drainage area.

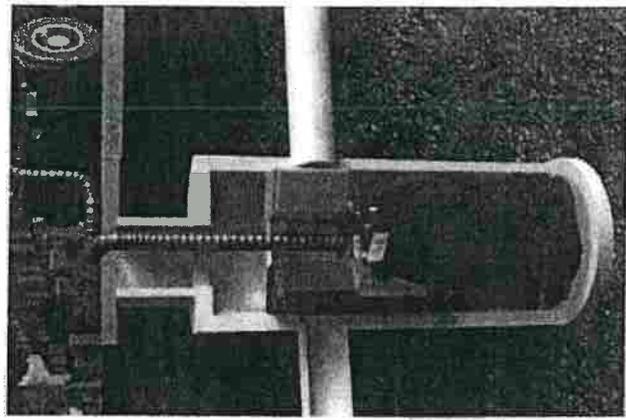


Fig. 4 Floatables are removed with a vactor hose (First Defense model FD-4, shown).

Recommended Equipment

- Safety Equipment (traffic cones, etc)
- Crow bar or other tool to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge Judge®)
- Vactor truck (flexible hose recommended)
- First Defense® Maintenance Log

Floatables and Sediment Clean Out Procedures

1. Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole.
3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.
4. Remove oil and floatables stored on the surface of the water with the vactor hose (Fig. 5) or with the skimmer or net (not pictured).
5. Using a sediment probe such as a Sludge Judge®, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (page 9).
6. Once all floatables have been removed, drop the vactor hose to the base of the sump. Vactor out the sediment and gross debris off the sump floor (Fig. 5).
7. Retract the vactor hoses from the vessel.
8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components, blockages, or irregularly high or low water levels.
9. Securely replace the grate or lid.

Maintenance at a Glance

| | |
|---|--|
| Inspection | <ul style="list-style-type: none"> - Regularly during first year of installation - Every 6 months after the first year of installation |
| Oil and Floatables Removal | <ul style="list-style-type: none"> - Once per year, with sediment removal - Following a spill in the drainage area |
| Sediment Removal | <ul style="list-style-type: none"> - Once per year or as needed - Following a spill in the drainage area |
| <p>NOTE: For most clean outs the entire volume of liquid does not need to be removed from the manhole. Only remove the first few inches of oils and floatables from the water surface to reduce the total volume of liquid removed during a clean out.</p> | |

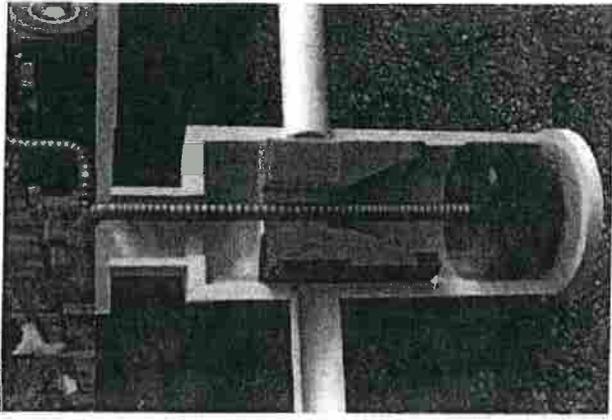
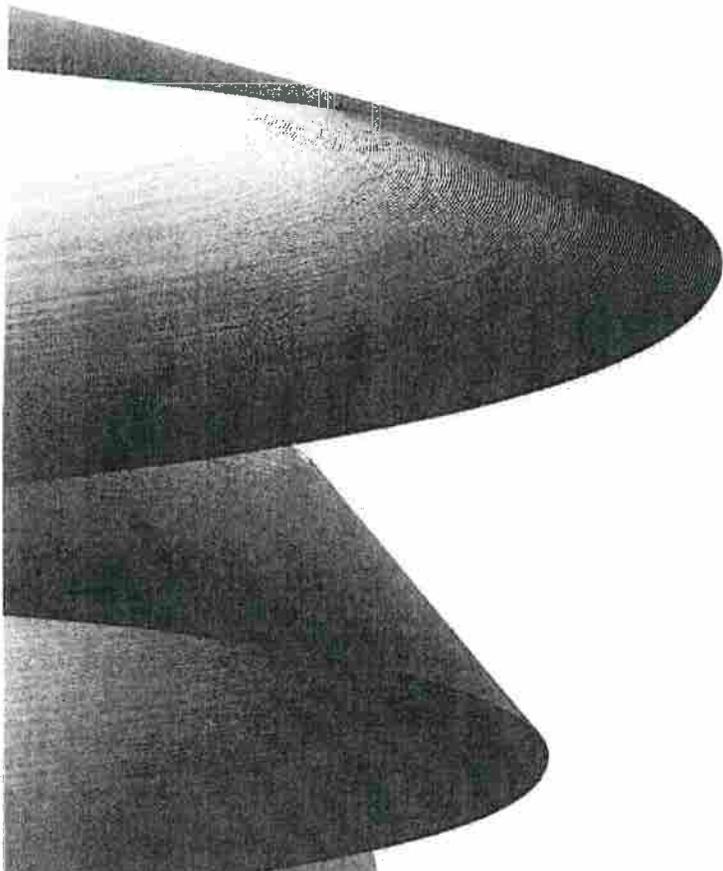


Fig. 5 Sediment is removed with a vactor hose (First Defense model FD-4, shown).



Stormwater Solutions

94 Hutchins Drive
Portland, ME 04102

Tel: (207) 756-6200

Fax: (207) 756-6212

stormwaterinquiry@hydro-int.com

www.hydro-int.com

Turning Water Around...®

FDHC_O+M_H_1703

PDA TECHNICAL REVIEW COMMITTEE

July 12, 2018

Time: 2:00 PM

Place: 55 International Drive, Portsmouth, NH

Members: Maria Stowell, PDA Engineering Manager
Carl Roediger, Deputy Fire Chief, City of Portsmouth
Ray Pezzullo, Asst. City Engineer, City of Portsmouth
Juliette Walker, Planning Director, City of Portsmouth
Gerald Coogan, Town Planner, Town of Newington
Kevin Kelley, Building Inspector, Town of Newington
Mike Bilodeau, Chief of Police, Town of Newington

Absent: Darin Sabine, Deputy Fire Chief, Town of Newington
Frank Warchol, Police Capt., City of Portsmouth
Terry Desmarais, DPW City Engineer, City of Portsmouth

Present: David Mullen, PDA Executive Director; Lynn Hinchee, PDA Deputy Executive Director and General Counsel; Mike Mates, Project Manager; Paul Brean, Airport Director; Andrew Pomeroy, Airport Operations Manager; Bruce Cultrera, owner of Seacoast Helicopters, LLC; Wayne Morrill, Jones & Beach Engineers, Inc.; PDA Board of Director, Margaret Lamson; PDA staff

CALL TO ORDER:

Maria Stowell called the meeting to order at 2:09 p.m.

This is a continuation of the meeting regarding the subdivision and site review applications by Seacoast Helicopters, LLC for property located at 107 North Apron Road.

PRESENTATION REGARDING REVISED PLANS:

A presentation was made by Wayne Morrill from Jones & Beach Engineers, Inc. ("J&B"). Mr. Morrill first responded to the items in the TRC's June 18, 2018 letter. The responses are as follows:

1. Hoyle, Tanner & Associates letter:
Responses will follow.
2. Conflicting statements in drainage study:
Proposed condition analysis portion of the drainage report has been revised and is included in this response.
3. Provide detailed plan to pressure test water and sewer lines:
Plan C4-1 has been included in the plan set.
4. Provide detail depicting connection of proposed force main to existing gravity sewer:
Added to the plan set and notes.

5. Add yard hydrant:
Yard hydrant was added near proposed parking lot. See C-2.
6. Provide additional treatment for stormwater runoff from aircraft apron:
Catch basin proposed adjacent to site. See C-3.
7. Provide operations and maintenance plan for proposed pump station:
Included with submittal.
8. Provide operations and maintenance plan for proposed oil/water separator:
Included with submittal.
9. Provide pump design calculations:
Included with submittal.
10. Provide water shut off valves on service lines to proposed buildings:
Included with revised plans. See C-2.
11. Confirm separation distance and provide detail for water and sewer crossing in Arboretum Drive:
10' separation noted on PP2.
12. Add note to Utility Plan to read: "Additional measures to treat odors from the sanitary system may be required in the future as dictated by the City of Portsmouth. The applicant shall be responsible for these costs.":
Added to Note 5. See C-4.
13. Add a note to the Utility Plan stating: "The Town of Newington Building Department will require a sign off on the proposed design from the City of Portsmouth Water, Sewer, and Fire Departments prior to the issuance of a building permit.":
See Note 6. See C4.

Mr. Morrill next responded to the comments addressed in the Hoyle, Tanner & Associates letter to PDA dated June 8, 2018 as follows:

Drawing S1, Subdivision Plan:

1. Note 6 contradicts callout on plan:
Updated Note to match callout.
2. Note 8 states vertical datum is NAVD88 but Drawing C1, Note 10 states NGVD29:
Vertical datum is NAVD 88, plan revised accordingly.
3. Provide PDA with 50' wide utility easement over existing storm drain in SW corner of site
Depicted on updated plans C1.

Drawing C1, Existing Conditions Plan:

1. Existing storm drain in SW corner of site noted as 36" but on drawings C1B & C3 noted as 48":
Updated on plan.

Drawing C1B, Demolition Plan:

1. No coordinates or dimensions provided; how does contractor determine limits of milling or pavement removal:
Depicted on plan and also on legend.

2. Suggest showing existing concrete panels and lining up PCC removal and milling to joints:
Existing concrete panels are depicted and located to match panels.
3. Suggest labeling thickness of PCC being removed so contractor can accurately price PCC removal:
No testing on existing PCC completed at this time.
4. Sawcutting tight radiuses through 13" of PCC is impossible; suggest square pattern:
Concrete removal will occur at panel lines.
5. Milling limits don't match new overlay limits on Drawing C2 in area of 24' driveway from landside parking area to airside:
Concrete removal revised to match new pavement lines.
6. Milling and placing thin overlay on ASR affected concrete not advisable:
Concrete removal revised to rubblization.
7. Remove PCC minimum of 5' outside hangar foundation and install 5' relief strip of 6" HMA:
Concrete removal revised to rubblization; therefore not affected by expansion.
8. Fence removal callout references Note 12, but no Note 12:
Note updated as required.
9. Add callout for connecting temporary perimeter fence to existing perimeter fence:
Callout added.
10. Show haul road from construction entrance to work site:
Intent is to utilize existing concrete apron with temporary gate for construction traffic to extent practical; haul road only used during road construction.
11. See Existing Conditions Plan comment 1 above:
Storm drain size has been upgraded as required.

Ms. Stowell had comments on the Demolition Plan.

- There is 13"-18" thickness of concrete. Did J&B review the FAA advisory circulars regarding rubblization and will any of the rubbleized concrete be removed to maintain design grades?
 - J&B: Raised the grade of the building to ensure positive slope away from the building, then tie grades back at the right spots; will add note to contractor and request meeting with PDA airport and engineering to discuss rubblization process and equipment.
- Regarding the pavement on airfield – there are NHDOT specs but use FAA specs. Add Note to plan and meet with PDA to go over rubblization process and the pavement design using FAA specs.
 - J&B: agreed

Mr. Morrill resumed review of the HTA letter:

Drawing C2, Site and Utility Plan:

1. Note 21-how was area of disturbance calculated; we calculated 95,000 s.f. +/-:
Prior disturbance areas did not include areas of grinding and repaving; now 106,000 s.f.; Note upgraded as required. JB will contact DES Alteration of Terrain Bureau concerning need for permit or permit waiver.

2. Note 24-submission of FAA 7460-1 forms required 45 days prior to start of construction:
Note upgraded as required.
3. Note 30-determine if ballast needed prior to issuing drawings to contractor:
Note revised as necessary.
4. Note 31-Provide L-810 obstruction light every 50' along top of new fence:
Note upgraded as required.
5. Has septic tank been checked for buoyancy:
Groundwater level not anticipated for buoyance; Note 30 has been revised to include septic tank.

Ms. Stowell asked J&B to verify the obstruction lights will be fed out of the building.

6. Suggest adding hatch for Standard Duty Asphalt Pavement Section:
Hatch added as suggested.
Ms. Stowell commented that there will be different mixes for airside and landside, so the hatch should change. Mr. Morrill said J&B will add hatch pattern.
7. Add flow arrow for roof so stormwater run-off is known:
Added as suggested. Gutter on back will tie into the new drain line system and will add to plan.
8. Snow storage for parking lot problem; driver must get snow over curb stops & curb:
Curb stops have been removed.
9. Use PDA standard vertical granite curbing:
Slope granite curbing has been specified.
Ms. Stowell commented on a different detail regarding curb within the rubblized concrete. Mr. Morrill said they sometimes use concrete but will verify.
10. Suggest paving auto parking lot:
Parking lot will be paved.
11. Provide 5' wide relief strip at all locations of where existing concrete meet new standard duty HMA pavement:
Revised plans call for rubblization of existing concrete, so relief strips are not necessary.
Ms. Stowell pointed out that NW of new pavement extends beyond property line and there should be a strip. Mr. Morrill said it will be added to plan.
12. Confirm dumpster pad is large enough for trash and recycling containers:
Due to limited refuse anticipated, the pad size is sufficient.
13. Confirm dumpster pad located far enough away from HMA pavement so truck won't block road:
Revised to create sufficient space.
14. Two different call outs identify permanent perimeter fence; use "Proposed Security Fence on Jersey Barrier:
Revised as required.
15. Add callout that proposed perimeter fence be connected to existing perimeter fence:
Callout added as required.

Drawing C3, Grading and Drainage Plan:

1. Note 2, see Subdivision Plan comment 3 above:
Easement show as required.
2. Suggest 0.2-foot contour intervals on apron area:
Contours revised to 0.2 as suggested.
3. FAA requirements for Apron grading are 0.5% and 2% max for helicopter apron:
Apron grading revised as required.
4. If fueling is done on apron, NFPA-415 requires 1% slope away from hangar a minimum of 50':
Original Response: No fueling on apron proposed was revised. Fueling will be done as it is now. Fuel on tarmac and pretreatment prior to catch basin will be added.
There was a discussion about drains, catch tank and fueling on site. Fuel will be trucked in as with all other operations at airport; largest jet fuel plane is 80 gallons and largest 100 LL fuel plane is 50 gallons. Treatment tanks will be 1,000 gallons.
5. Any maintenance performed in hangar:
Floor drains will be put in hangar and will discharge to a registered underground storage tank.
6. See Existing Conditions Plan comment 1 above:
Updated on plans.

Drawing C4, Offsite Utility Plan:

1. Pole at circle where drop is being installed is listed as existing but does not exist:
Locations updated per Eversource design.
2. Coordinate overhead electrical route along North Apron Road with Eversource:
Locations updated per Eversource design.

Drawing L1, Landscaping and Lighting Plan:

1. Any proposed apron lighting:
No, lights on aircraft and standard exterior lighting for hangar. Exterior lighting needs to be added to plans. Tower and TSA should see lighting plan.
2. Temporary security fence detail; show 8' of fabric above jersey barrier:
Detail updated as requested.
3. Add streetlight at cul-de-sac:
Added to plan C4.
4. Add L-810 obstruction light detail mounted to new permanent fence within lease area. See Site and Utility Plan comment 4 above:
Updated as required.

Drawing PP1, Access Road Plan and Profile:

1. Note 3-underdrain requirement determined by engineer:
Note 3 removed, need for another drain not anticipated.
2. Hatch for Standard Duty Asphalt Pavement Section should be used to highlight limits of new HMA:
Added as suggested.

3. Show grading from Station 0+00 to approximately Station 0+80 to limits of disturbance:
Shown on revised plans.

Drawing PP2, Force main – Plan and Profile:

1. Proposed call out restoration requirements force main crosses existing driveways:
Called out where required.

Drawing D1, Detail Sheet:

1. Transition Detail to Existing Concrete Pavement; feather joint not acceptable:
Detail updated to match proposed rubblization and moved to D2.

Drawing D2, Detail Sheet:

1. Standard Duty Asphalt Pavement Section; 21” of pavement may be subject to frost heaves if soils not free draining:
Sufficient.
2. Utility Trench; conduit under pavement should be schedule 80 or concrete encased:
Conduit modified to Schedule 80.

Drawing D4, Detail Sheet:

1. Bituminous Berm is not acceptable:
Slope granite curb proposed. (TRC Comment: revise detail, see comment 9 on Drawing C2.)
2. Confirm 1,600 gallon septic tank is H2O loading:
Meets H2O loading.

Drawing P1, Phase 1 – Plan:

1. Suggest hatch for Standard Duty Asphalt Pavement Section:
Included as suggested.
2. Add sequence of construction notes so contractor can maintain security of airport during construction:
Listed on E1.

Drawing S3.1, Foundation Sections:

1. S2.1 does not have a reinforcing table and footing dimensions:
Foundation response under different cover letter.

Other Notes:

1. Structural drawings not reviewed for engineering design.
2. Drainage Analysis Report-no additional comments.
3. Trip Generation Memo-no additional comments.
4. Per PDA requirements, deicing on North Apron will not be allowed:
Applicant is aware of this restriction.

COMMENTS/QUESTIONS FROM COMMITTEE:

Mr. Pezzullo:

- Confirm that the access road beyond North Apron Road cul-de-sac is a private drive and not City maintained.
- Testing of force main shall be coordinated with DPW for existing and proposed.
- Water Main – active system; wants leak detection testing; coordinate with DPW.
- Still concerned with size/length of sewer force main; maintenance and odor control system-water could sit for weeks; baffled tank will help but won't solve problem; use filter on outlet?
- Velocity is less than ½' per second; maintenance plan clean out proposed for force main system in one direction; wants to see provisions for two directions (from opposite directions).
- Verify drainage and sewer conflict/interference with water service crossing (C3) near cul-de-sac; provide profile.
- Confirm sizes of drainage pipe.
- Location of water main is located on opposite side of security fence and not as shown on plan; revise to 8" line not 12."
- COP standard detail for force main to replace J&B detail.
- Show restoration of Arboretum pavement for force main crossing.
Ms. Stowell stated it already crosses Arboretum Drive.
- Provide O&M for sewer force main itself.

Ms. Stowell:

- Force Main – any concern with radius at the 90° turn from North Apron Road to Arboretum? Mr. Pezzullo stated that two 45°s would be better.
- How will separation distance between water and force main along Arboretum be confirmed? Mr. Pezzullo stated it should be 10'. J&B will contact COP to mark correctly.

Mr. Roediger:

- On C2, proposed hydrant is on east side of driveway; consider on west side instead between landscape and water line. JB can move that since transformer is being moved.

Ms. Stowell:

- Temporary security fence sequence – talk to PSM security; wants note: “No work may begin until the temporary airport security fencing is installed to the satisfaction of the PDA Airport Security Manager. Workers installing the fence must obtain security badges and follow all PDA security and badging requirements.” JB will add this to construction drawings.
- New access road with stabilized construction entrance is shown for later in process; need additional stabilized construction entrance near proposed parking lot.
- Need to show erosion control notes on catch basins (large basins?).
- Vertical granite curbing at accessible parking needs tip down.

- Verify size of pipes for doghouse manhole; verify new manhole is large enough to accept pipe size; add pipe invert to manhole floor; add H2O loading capability.
- Show contours on P1.

Mr. Roediger:

- On C2, proposed 6” fire surface in Phase I; sprinkler or stubbed for future? Mr. Cultrera responded that sprinkler only being installed in office space, not hangar.

Ms. Stowell:

- Move utilities so not in wetland buffer.
- List accessible parking calculation and show on plan; list open space calculation on plan.
- Show doghouse H2O loading on plan and note.

COMMENTS FROM PUBLIC SPEAKERS:

Margaret Lamson asked where the runoff from the building will be located, where building floor drains will discharge, and if there is a plan for the collection and treating runoff. Mr. Morrill and Mr. Cultrera responded that a gutter will be at the back of the building for runoff to go to stormwater treatment, any water sitting inside the hangar will go to floor drains and an oil/water separator but the oil/water separator hasn't been designed yet; the tanks on the apron will be larger than SH largest plane.

PUBLIC HEARING CLOSED – at 3:10 p.m.

Ms. Walker moved and Mr. Coogan seconded to postpone ruling on the applications until the next Technical Review Committee meeting which is scheduled for August 9, 2018 at 2:00 p.m. The motion was unanimously approved.

Meeting adjourned at 3:20 p.m.



DEVELOPMENT
AUTHORITY

July 19, 2018

55 International Drive, Portsmouth, NH 03801

Mr. Bruce Cultrera
Seacoast Helicopters, LLC
44 Durham St
Portsmouth, NH 03801

Re: 107 North Apron Road, Newington, NH
Site Review and Subdivision Applications

Dear Bruce,

The Pease Development Authority Technical Review Committee, at its meeting on July 12, 2018, considered your request for Site Review and Subdivision Approval, under chapters 400 and 500 of the Pease Land Use Controls.

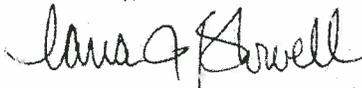
As a result of said consideration, the Committee voted to **postpone** these applications to the next TRC meeting on August 9, 2018 at 2:00 pm with the following stipulations:

1. Add a note to the plans stating a preconstruction conference shall be held with the contractor, PDA Engineering Department and PSM Airport Operations for review and final approval of the concrete rubblizing operations.
2. Add a note to the Demolition Plans indicating the existing concrete apron is 13" to 18" thick.
3. Use FAA specifications for pavements and gravels on the airfield. NHDOT specifications should be used for landside pavements and gravels only. Use different hatches to specify different pavements.
4. The applicant shall coordinate the design plans with FAA AC for rubblizing concrete.
5. The engineer indicated that the finish floor elevation is incorrect as well as the contour labels on the apron. Spot grades, FFE's and contours shall be updated accordingly.
6. The drawings indicate there is over 100,000 square feet of disturbance associated with this project. This exceeds the threshold for the Alteration of Terrain Permit. Does the applicant intend to submit an application to the State for this permit? If not, a letter will be required from Ridge Mauck indicating a permit is not required.
7. Note 31 on drawing C2 should be revised to indicate that the applicant will be required to provide power for the obstruction lights.
8. Revise sloped granite curb detail to show how the rubblized concrete will be treated. It will be difficult to set the curb in this material.
9. Provide a 5' wide relief strip between the concrete apron to remain and the new asphalt road.
10. The applicant should provide oil/water separators with capacity to collect a 1,000 gallon spill from the proposed apron.
11. Add oil/water separator or holding tank to collect interior floor drains.
12. Show roof leader from building connecting to storm system.
13. Show proposed apron lights on Landscape and Lighting Plan.
14. Lighting Plan shall be reviewed and approved by PSM Air Traffic Control and TSA.
15. The force main on North Apron Road is to be pressure tested prior to use. Coordinate with Portsmouth DPW.
16. The water line in North Apron Road is to be tested for leaks prior to installation of service connections. Coordinate with Portsmouth DPW.
17. Add a filter on the outlet pipe from the pump station to help prevent solids from entering the forcemain.

18. Update the cleanout manhole detail so there is a means to clean out the forcemain in both directions.
19. Check sewer/drainage/water crossings for conflicts.
20. Confirm all pipe sizes are consistent throughout the plan set.
21. Confirm the size and location of the water line in the asphalt shoulder.
22. Replace the forcemain connection detail with the City of Portsmouth standard.
23. An inside drop connection is shown at the gravity sewer connection. Confirm if this is required or not.
24. Provide an operations and maintenance plan for the sanitary forcemain.
25. Add City of Portsmouth standard detail for 90 degree sweep at clean out manhole.
26. Applicant to ensure the sanitary forcemain in Arboretum Drive is constructed a minimum of 10' off of the water main.
27. Relocate proposed hydrant from the south side of the phase 1 building to the north side of the future addition and add hydrant detail.
28. Update utility locations into the building to the utility/mechanical room.
29. Show the proposed transformer on the plans.
30. Add a sentence to Note 1 of the Construction Sequence that states: "All workers installing the temporary security fence shall be badged by PSM Airport Security."
31. Add a note to the construction sequence that says: "No construction may commence until the temporary fence is accepted by PSM Airport Security."
32. Add a stabilized construction entrance at the main construction entrance/exit.
33. Add inlet protection/erosion control to the two existing catch basins on either side of the site.
34. Add a handicap ramp and remove granite curb to provide an accessible route at handicap stalls. Provide detail.
35. Add ADA parking calculation to the plans.
36. Add open space calculation to the plans.
37. Confirm the doghouse manhole is sized correctly for the type and size of pipes to be connected. Also add a poured invert to the detail.
38. Add a note specifying the doghouse manhole to be rated for a H20 loading.
39. Add proposed interim contours to the Phase 1 Plan.
40. Remove all utilities, to the extent practical, out of the wetland buffer.

Copies of the revised plans and/or exhibits must be filed with the City of Portsmouth and Town of Newington Planning Departments as well as the PDA Engineering Department no later than Thursday August 2, 2018.

Sincerely,



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

cc: Barry Gier, Jones & Beach Engineers, Inc.
Juliet T. H. Walker, City of Portsmouth
Gerald Coogan, Town of Newington



150 Dow Street
Manchester, New Hampshire 03101
603-669-5555
www.hoyletanner.com

July 23, 2018

Mike Mates, PE
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

VIA EMAIL

**RE: Peer Review
Seacoast Helicopters, Site Work
Hoyle, Tanner No. 062818.01**

Dear Mr. Mates,

Hoyle, Tanner is pleased with the opportunity to Peer Review plans for the relocation of the Seacoast Helicopter facility dated June 28, 2018. Our review is focused on plan completeness and airport engineering standards. We offer the following comments on the plans and drainage analysis.

Drawing S1, Subdivision Plan:

- 1) Please add PDA as an abutter.
- 2) Note 8, revise wetland setback from 25' to 100'.

Drawing C1, Existing Conditions Plan:

- 1) Please add topography to Existing Conditions Plan.

Drawing C1B, Demolition Plan:

- 1) Correct reference for rubblization, notes states sheet D1, but should be sheet D2.
- 2) Note 4, clarify why the proposal is to reclaim the existing HMA to 12" below existing grade. The typical section on Drawing D2 shows 21" of new materials, and does not mention the use of reclaim in lieu of gravels. Also, the depth of reclaim specified is typically twice the thickness of asphalt and we don't think there is 6" of asphalt in that area. The other item to note is that reclaim can be use in-lieu of gravels but you can't have a sandwich, so in this case the reclaim would be used in place of the 304.3 before using it for 304.2. From our perspective it would be more efficient to remove the asphalt and existing gravel down to subgrade instead of reclaiming a constant depth from existing as their cut depths for the new box range from 21" at the tie-in to 0" at the paved drive in the middle of the site.

Drawing C2, Site and Utility Plan:

- 1) Note 17 is incomplete, please complete.
- 2) There are utility connection callouts (near the cul-de-sac) that don't point to anything. Please correct.
- 3) There are underground telephone, electric and cable callouts (near the cul-de-sac) that don't point to anything. Please correct.

- 4) Specify sidewalk to be portland cement concrete.

Drawing C3, Grading and Drainage Plan:

- 1) Add eliminator hood to CB#102.
- 2) Please reword note 23 on drawing C3, "whatever means necessary" is not acceptable.
- 3) There are call outs for loam and seed on an area hatched as landscape island, please clarify.
- 4) Proposed HMA is shown over the existing conc vaults either side of the hangar apron. The demolition plan, drawing C1B does not show rubblizing these areas, furthermore these areas should not be rubblized or the vaults will be damaged. Please clarify.
- 5) Contours are missing in the wetland buffer impact area. Please add.
- 6) No surface treatment is shown in the wetland buffer impact area. Please add.

Drawing PP1, Access Road Plan and Profile:

- 1) The notes "match existing grade" and "proposed grade" on drawing PP1 are not pointing to the correct location.

Drawing D1, Detail Sheet:

- 1) There is a wheel stop detail on Drawing D1 but the applicant indicated they were removed.

Drawing D2, Detail Sheet:

- 1) Transition detail. It looks like crushed gravel will be needed closer to the hangar, but there is some ability to push the rubblized material around. Not sure what the applicants intent is for doing this, but typically the PCC is milled to get subgrades close and then the PCC is rubblized. The rubblized material is then pushed around with a dozer to meet final grade requirements.
- 2) Given the note above, we suggest providing milling limits to get the existing apron concrete to a nominal 3" below finish grade. For example, at the south edge of the apron 3" would be milled to accommodate the new HMA, at the face of the hangar no milling is needed since the FF is 0.8 to 1.0 feet above the existing grade.

Drawing D3, Detail Sheet:

- 1) Please revise note for Sign A Detail on drawing D3 to read "... every 300 ft length of security fence or as directed by PSM Airport Security." Please also specify the colors to be red letters on white background

Drawing D4, Detail Sheet:

- 1) Please revise the general fence with wildlife barrier on drawing D4 to require 2' of fence fabric to be buried.

Please do not hesitate to contact me should have any questions or need clarification.

Sincerely,

Hoyle, Tanner & Associates, Inc.



Nils Gonzalez, PE
Project Manager

Cc: File

JONES & BEACH ENGINEERS INC.

85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885
603.772.4746 - JonesandBeach.com

July 31, 2018

Pease Development Authority
Attn: Mike Mates
55 International Drive
Portsmouth, NH 03801

**RE: Response Letter – Hoyle, Tanner & Associates & PDA Comments
North Apron Road, Newington, NH
Tax Map 320 Lot 0
JBE Project No. 16184**

Dear Mr. Mates:

Jones & Beach Engineers, Inc., is in receipt of comments from Hoyle, Tanner & Associates dated July 23, 2018 as well as comments from PDA dated July 19, 2018. Original review comments are italicized, and we offer the following responses below:

Hoyle, Tanner & Associates, Inc. Comments:

Drawing S1, Subdivision Plan:

1. *Please add PDA as an abutter.*
RESPONSE: PDA has been added as an abutter on Sheet S1.
2. *Note 8, revise wetland setback from 25' to 100'.*
RESPONSE: Wetland setback has been updated.

Drawing C1, Existing Conditions Plan:

1. *Please add topography to Existing Conditions Plan.*
RESPONSE: Existing topography has been depicted on the updated Existing Conditions Plan.

Drawing C1B, Demolition Plan:

1. *Correct reference for rubblization, notes states sheet D1, but should be sheet D2.*
RESPONSE: Referenced has been corrected.
2. *Note 4, clarify why the proposal is to reclaim the existing HMA to 12" below existing grade. The typical section on Drawing D2 shows 21" of new materials and does not mention the use of reclaim in lieu of gravels. Also, the depth of reclaim specified is typically twice the thickness of asphalt and we don't think there is 6" of asphalt in that area. The other item to note is that reclaim can be used in-lieu of gravels but you can't have a sandwich, so in this case the reclaim would be used in place of the 304.3 before using it for 304.2. From our perspective it would be more efficient to remove the asphalt and existing gravel down to subgrade instead of reclaiming a constant depth from existing as their cut depths for the new box range from 21" at the tie-in to 0" at the paved drive in the middle of the site.*
RESPONSE: Note has been revised.

Drawing C2, Site and Utility Plan:

1. *Note 17 is incomplete, please complete.*
RESPONSE: Note has been revised as required.
2. *There are utility connection callouts (near the cul-de-sac) that don't point to anything. Please correct.*
RESPONSE: Utility callouts have been updated on the revised plans.
3. *There are underground telephone, electric and cable callouts (near the cul-de-sac) that don't point to anything. Please correct.*
RESPONSE: Utility callouts have been updated on the revised plans.
4. *Specify sidewalk to be Portland cement concrete.*
RESPONSE: Sidewalk callouts have been updated on the revised plans.

Drawing C3, Grading and Drainage Plan:

1. *Add eliminator hood to CB#102.*
RESPONSE: Hood added to catch basin detail, Sheet D1.
2. *Please reword note 23 on drawing C3, "whatever means necessary" is not acceptable.*
RESPONSE: Note 23 has been reworded as required.
3. *There are call outs for loam and seed on an area hatched as landscape island, please clarify.*
RESPONSE: Call out in landscape islands has been corrected.

4. *Proposed HMA is shown over the existing conc vaults either side of the hangar apron. The demolition plan, drawing C1B does not show rubblizing these areas, furthermore these areas should not be rubblized or the vaults will be damaged. Please clarify.*

RESPONSE: Rubblization of vaults is not proposed. Minor grading adjustments over vaults will be made with HMA.

5. *Contours are missing in the wetland buffer impact area. Please add.*

RESPONSE: Contours have been added within the wetland buffer impacts.

6. *No surface treatment is shown in the wetland buffer impact area. Please add.*

RESPONSE: Surface treatment in area of wetland buffer impact has been added to plan.

Drawing PP1, Access Road Plan and Profile:

1. *The notes "match existing grade" and "proposed grade" on drawing PP1 are not pointing to the correct location.*

RESPONSE: Proposed call-outs have been updated as required.

Drawing D1, Detail Sheet:

1. *There is a wheel stop detail on Drawing D1 but the applicant indicated they were removed.*

RESPONSE: Wheel stop detail has been removed.

Drawing D2, Detail Sheet:

1. *Transition detail. It looks like crushed gravel will be needed closer to the hangar, but there is some ability to push the rubblized material around. Not sure what the applicant's intent is for doing this, but typically the PCC is milled to get subgrades close and then PCC is rubblized. The rubblized material is then pushed around with a dozer to meet final grade requirements.*

RESPONSE: The intent is to rubblize the existing concrete as shown on the demolition plan. As previously discussed milling and overlaying the ASR affected concrete is not advised. The rubblized PCC will then be adjusted to match proposed grades by a combination of mechanical means and the use of a leveling course of P-209 as discussed in the FAA Engineering Brief No. 66.

2. *Given the note above, we suggest providing milling limits to get the existing apron concrete to a nominal 3" below finish grade. For example, at the south edge of the apron 3" would be milled to accommodate the new HMA, at the face of the hangar no milling is needed since the FF is 0.8 to 1.0 feet above the existing grade.*

RESPONSE: See item #1 above.

Drawing D3, Detail Sheet:

1. Please revise note for Sign A Detail on drawing D3 to read "...every 300 ft length of security fence or as directed by PSM Airport Security." Please also specify the colors to be red letters on white background.

RESPONSE: Detail has been revised.

Drawing D4, Detail Sheet:

1. Please revise the general fence with wildlife barrier on drawing D4 to require 2' of fence fabric to be buried.

RESPONSE: Detail has been revised.

PDA Comments:

1. Add a note to the plans stating preconstruction conference shall be held with the contractor, PDA Engineering Department and PSM Airport Operations for review and final approval of the concrete rubblizing operations.

RESPONSE: Note added, see Note #33, Sheet C2.

2. Add a note to the Demolition Plans indicating the existing concrete apron is 13" to 18" thick.

RESPONSE: Note added, see Note #13, Sheet C1B.

3. Use FAA specifications for pavements and gravels on the airfield. NHDOT specifications should be used for landside pavements and gravels only. Use different hatches to specify different pavements.

RESPONSE: Pavement and gravel specifications have been updated as required. Hatching has been utilized to depict the differing pavements.

4. The applicant shall coordinate the design plans with FAA AC for rubblizing concrete.

RESPONSE: Design plans have been coordinated with the FAA AC for rubblization.

5. The engineer indicated that the finish floor elevation is incorrect as well as the contour labels on the apron. Spot grades, FFE's and contours shall be updated accordingly.

RESPONSE: Spot grades & FFE have been updated as required.

6. The drawings indicate there is over 100,000 square feet of disturbance associated with this project. This exceeds the threshold for the Alteration of Terrain Permit. Does the applicant intend to submit an application to the State for this permit? If not, a letter will be required from Ridge Mauck indicating a permit is not required.

RESPONSE: Area of disturbance has been calculated to include apron rubblization. Upon consultation with NHDES, it has been determined an AoT permit will be required due to recent work completed on PDA land in vicinity of this project.

7. Note 31 on drawing C2 should be revised to indicate that the applicant will be required to provide power for the obstruction lights.

RESPONSE: Note has been revised as required.

8. *Revise sloped granite curb detail to show how the rubblized concrete will be treated. It will be difficult to set the curb in this material.*
RESPONSE: In areas of rubblization SGC will be set in leveling course of crushed stone.
9. *Provide a 5' wide relief strip between the concrete apron to remain and the new asphalt road.*
RESPONSE: Relief strip has been included, see Sheets C1B, C2 & L1.
10. *The applicant should provide oil/water separators with capacity to collect a 1,000-gallon spill from the proposed apron.*
RESPONSE: Additional separators with a total combined capacity of over 1,000 gallons have been specified on the revised plans.
11. *Add oil/water separator or holding tank to collect interior floor drains.*
RESPONSE: Floor drain holding tank depicted on Sheet C2, holding tank detail depicted on Sheet D3.
12. *Show roof leader from building connecting to storm system.*
RESPONSE: Roof drain connection depicted on Sheet C3.
13. *Show proposed apron lights on Landscape and Lighting Plan.*
RESPONSE: No apron lights proposed.
14. *Lighting Plan shall be revised and approved by PSM Air Traffic Control and TSA.*
RESPONSE: No apron lighting proposed.
15. *The force main on North Apron Road is to be pressure tested prior to use. Coordinate with Portsmouth DPW.*
RESPONSE: A note to this effect has been added to the "Existing Forcemain Testing" notes, Sheet C4-1, Note #1.
16. *The water line in North Apron Road is to be tested for leaks prior to installation of service connections. Coordinate with Portsmouth DPW.*
RESPONSE: A note to this effect has been added to the "Existing Watermain Testing" notes, Sheet C4-1, Note #1.
17. *Add a filter on the outlet pipe from the pump station to help prevent solids from entering the forcemain.*
RESPONSE: Sewer pump station includes filter cartridge on inlet of pump, preventing solids from entering pump and forcemain.
18. *Update the cleanout manhole detail so there is a means to clean out the forcemain in both directions.*
RESPONSE: Cleanout manhole detail has been revised to allow clean out in both directions.

19. *Check sewer/drainage/water crossings for conflicts.*
RESPONSE: Conflicts have been reviewed.
20. *Confirm all pipe sizes are consistent throughout the plan set.*
RESPONSE: Pipe size have been reviewed throughout the plan set.
21. *Confirm the size and location of the water line in the asphalt shoulder.*
RESPONSE: Applicant is working with DPW to confirm size and location of waterline.
22. *Replace the forcemain connection detail with the City of Portsmouth standard.*
RESPONSE: Forcemain connection detail has been updated as required.
23. *An inside drop connection is shown at the gravity sewer connection. Confirm if this is required or not.*
RESPONSE: Drop has been removed.
24. *Provide an operations and maintenance plan for the sanitary forcemain.*
RESPONSE: Sewer System O&M has been revised to include forcemain operations & maintenance.
25. *Add City of Portsmouth standard detail for 90-degree sweep at clean out manhole.*
RESPONSE: Detail has been revised per Portsmouth standards.
26. *Applicant to ensure the sanitary forcemain in Arboretum Drive is constructed a minimum of 10' off the water main.*
RESPONSE: Forcemain shown a minimum of 10' from watermain. Call-outs have been added to Sheet PP2.
27. *Relocate proposed hydrant from the south side of the phase I building to the north side of the future addition and add hydrant detail.*
RESPONSE: Proposed hydrant has been relocated. Detail added, see Sheet D1.
28. *Update utility locations into the building to the utility/mechanical room.*
RESPONSE: Utility locations updated.
29. *Show the proposed transformer on the plans.*
RESPONSE: Proposed transformer is depicted on Sheet C2.
30. *Add a sentence to Note 1 of the Construction Sequence that states: "All workers installing the temporary security fence shall be badged by PSM Airport Security."*
RESPONSE: Sentence has been added as required.
31. *Add a note to the construction sequence that says: "No construction may commence until the temporary fence is accepted by PSM Airport Security."*
RESPONSE: Note has been added as required, see Construction Sequence Note #2.
32. *Add a stabilized construction entrance at the main construction entrance/exit.*
RESPONSE: Construction entrance included at the main entrance/exit.

33. *Add inlet protection/erosion control to the tow existing catch basins on either side of the site.*

RESPONSE: Inlet protection has been added to the existing catch basins as required.

34. *Add a handicap ramp and remove granite curb to provide an accessible route at handicap stalls. Provide detail.*

RESPONSE: Handicap ramp and detail have been included. See Detail Sheet PP1.

35. *Add ADA parking calculation to the plans.*

RESPONSE: ADA parking calculation depicted on Sheet C2, Note #3.

36. *Add open space calculation to the plans.*

RESPONSE: Open Space calculation included on Sheet C2, Note #2.

37. *Confirm the doghouse manhole is sized correctly for the type and size of pipes to be connected. Also, add a poured invert to the detail.*

RESPONSE: Manhole size has been adjusted as required. Base to be poured as shown in detail section.

38. *Add a note specifying the doghouse manhole to be rated for a H₂O loading.*

RESPONSE: A note to this effect has been added.

HTA on airfield

39. *Add proposed interim contours to the Phase 1 Plan.*

RESPONSE: Interim contours are depicted on Sheet P1.

40. *Remove all utilities, to the extent practical, out of the wetland buffer.*

RESPONSE: All utilities have been relocated outside the buffer to the extent practical.

Thank you very much for your time. If you have any questions, or need further assistance, please contact our office.

Very truly yours,

JONES & BEACH ENGINEERS, INC.

Sammy W. Gier
Barry Gier, PE
Vice President

cc: Seacoast Helicopters, LLC (Letter and Plan Set via E-mail)

Pease Development Authority – 3 Full-Size Plan Sets, Letter & Attachments

Portsmouth Planning Department – 6 Full-Size Plan Sets, Letter & Attachments

Newington Planning Department – 4 Full-Size Plan Sets, Letter & Attachments

PDA TECHNICAL REVIEW COMMITTEE

August 9, 2018

Time: 2:00 PM

Place: 55 International Drive, Portsmouth, NH

Members: Maria Stowell, PDA Engineering Manager
Carl Roediger, Deputy Fire Chief, City of Portsmouth
Ray Pezzullo, Asst. City Engineer, City of Portsmouth
Terry Desmarais, DPW City Engineer, City of Portsmouth
Frank Warchol, Police Capt., City of Portsmouth
Kevin Kelley, Building Inspector, Town of Newington

Absent: Darin Sabine, Deputy Fire Chief, Town of Newington
Juliette Walker, Planning Director, City of Portsmouth
Gerald Coogan, Town Planner, Town of Newington
Mike Bilodeau, Chief of Police, Town of Newington

Present: Mike Mates, PDA Project Manager; Paul Brean, PDA Airport Director; Andrew Pomeroy, PDA Airport Operations Manager; Bruce Cultrera, owner of Seacoast Helicopters, LLC; Barry Gier, Jones & Beach Engineers, Inc.; PDA staff

CALL TO ORDER:

Maria Stowell called the meeting to order at 2:05 p.m.

This is a continuation of the meeting regarding the subdivision and site review applications by Seacoast Helicopters, LLC for property located at 107 North Apron Road.

PRESENTATION REGARDING REVISED PLANS:

Barry Gier from Jones & Beach Engineers, Inc. ("J&B") responded to items listed in a letter from Hoyle, Tanner & Associates, Inc. ("HTA") to PDA dated July 23, 2018. The responses are as follows:

Drawing S1, Subdivision Plan:

1. Please add PDA as an abutter:
PDA added as an abutter on S1 Plan.
2. In Note 8, revise wetland setback from 25' to 100':
Wetland setback has been updated.

Drawing C1, Existing Conditions Plan:

1. Add topography to Existing Conditions Plan:
Existing topography has been depicted on updated Existing Conditions Plan.

Drawing C1B, Demolition Plan:

1. Correct the reference for rubblization, notes state sheet D1 but should be sheet D2:
Reference has been corrected on revised plans.
2. Note 4, clarify why the proposal is to reclaim the existing HMA to 12” below existing grade; Drawing D2 shows 21” of new material but no mention of the use of reclaim in lieu of gravels; more efficient to remove asphalt and existing gravel down to subgrade:
Note has been revised on new details.

Drawing C2, Site and Utility Plan:

1. Note 17 is incomplete:
Note 17 has been revised as required.
2. There are utility connection callouts (near the cul-de-sac) that don’t point to anything:
Utility callouts have been updated on the revised plans.
3. There are underground telephone, electric and cable callouts (near the cul-de-sac) that don’t point to anything:
Utility callouts have been updated on the revised plans.
4. Specify sidewalk to be Portland cement concrete:
Sidewalk callouts have been updated on the revised plans.

Drawing C3, Grading and Drainage Plan:

1. Add eliminator hood to CB#102:
Hood added to catch basin detail, Sheet D1.
2. Please reword Note 23 on drawing C3; “whatever means necessary” is not acceptable:
Note 23 has been reworded as required.
3. There are callouts for loam and seed on an area hatched as landscape island, please clarify:
Callout in landscape islands has been corrected; islands will be landscaped and then mulched.
4. Proposed HMA is shown over the existing conc vaults either side of the hangar apron. The Demolition Plan, Drawing C1B does not show rubblizing these areas and should be not rubblized or vaults will be damaged:
Rubblization of vaults is not proposed. Minor grading adjustments over vaults will be made with HMA.
 - Ms. Stowell – does not want the asphalt to be feathered, use butt joint
 - Mr. Gier – has to adjust the grade on the top of the structure itself; will grind and bring up to grade using concrete and then butt with asphalt; provide 2” lift
5. Contours are missing in the wetland buffer impact area:
Contours have been added within the wetland buffer impacts.

6. No surface treatment is shown in the wetland buffer impact area:
Surface treatment in area of wetland buffer impact has been added to plan.

Drawing PP1, Access Road Plan and Profile:

1. The notes “matching existing grade” and “proposed grade” on Drawing PP1 are not pointing to the correct location:
Proposed callouts have been updated as required.

Drawing D1, Detail Sheet:

1. There is a wheel stop detail on Drawing D1 but the applicant indicated they were removed:
Wheel stop detail has been removed.

Drawing D2, Detail Sheet:

1. Transition detail-It looks like crushed gravel will be needed closer to the hangar, but there is some ability to push the rubblized material around. Not sure what the applicant’s intent is for doing this:
The intent is to rubblize the existing concrete as shown on the demolition plan. As previously discussed, milling and overlaying the ASR affected concrete is not advised. The rubblized PCC will then be adjusted to match proposed grades by a combination of mechanical means and the use of a leveling course of P-209 as discussed in the FAA Engineering Brief No. 66.
 - Ms. Stowell – Clarification: once concrete is rubblized, you can’t use a grade to move around, so next to hangar where raising grade-can rubblize; out towards the end where you are meeting existing grades, will need to mill; wants plan to show limits of milling
 - Mr. Mates – Show depths of milling on Demolition Plan, ex: mill X” here and X” there; must mill before rubblize; always 3” around perimeter
 - Mr. Gier – so, like on the south side of apron-adjusting the grade slightly or not at all; the current Demolition Plan shows trenching along that edge; J&B can talk to HTA about that; that would allow room for rubblization, room to flex and trenching out a portion along the edge for a clear boundary
2. Given the note above, we suggest providing milling limits to get the existing apron concrete to a nominal 3” below finish grade:
See item #1 above.

Drawing D3, Detail Sheet:

1. Please revise note for Sign A Detail on Drawing D3 to read: “... every 300 ft length of security fence or as directed by PSM Airport Security.” Please also specify the colors to be red letters on white background:
Detail has been revised.

Drawing D4, Detail Sheet:

1. Please revise the general fence with wildlife barrier on Drawing D4 to require 2’ of fence fabric to be buried:
Detail has been revised.

Mr. Gier next responded to PDA's letter to Mr. Cultrera dated July 19, 2018 as follows:

1. Add a note to the plans stating a preconstruction conference shall be held with the contractor, PDA Engineering Department and PSM Airport Operations for review and final approval of the concrete rubblizing operations.
Note added, see Note 33, Sheet C2.
2. Add a note to the Demolition Plans indicating the existing concrete apron is 13" to 18" thick.
Note added, see Note 13, Sheet C1B.
3. Use FAA specifications for pavements and gravels on the airfield. NHDOT specifications should be used for landside pavements and gravels only. Use different hatches to specify different pavements.
Pavement and gravel specifications have been updated as required. Hatching has been utilized to depict the differing pavements.
 - Ms. Stowell – You were actually still using NHDOT pavement specs?
 - Mr. Mates – No, they removed the NHDOT pavement specs but did not put anything back in; it just says "base course"; just says "2" minimum binder course; 1" top course"; doesn't specify FAA; bring specs down to second detail
 - Mr. Gier – FAA Spec 401 gradation is shown, but not in all details; will add to all details
4. The applicant shall coordinate the design plans with FAA AC for rubblizing concrete.
Design plans have been coordinated with the FAA AC for rubblization.
5. The engineer indicated that the finish floor elevation is incorrect as well as the contour labels on the apron. Spot grades, FFE's and contours shall be updated accordingly.
Spot grades & FFE have been updated as required; scrivener's error.
6. The drawings indicate there is over 100,000 square feet of disturbance associated with this project. This exceeds the threshold for the Alteration of Terrain Permit. Does the applicant intend to submit an application to the State for this permit? If not, a letter will be required from Ridge Mauck indicating a permit is not required.
Area of disturbance has been calculated to include apron rubblization. Upon consultation with NHDES, it has been determined an AoT permit will be required due to recent work completed on PDA land in vicinity of this project.
 - Mr. Gier – Originally project included just grinding of the pavement, once into the rubblization of the pavement, it has been determined the ground disturbance is over 100,000 s.f.; currently at 110,000 s.f.; SH should be exempt for the existing pavement since it is just rubblized and bringing up to grade; NHDES has asked SH to submit an AoT application which they will
7. Note 31 on drawing C2 should be revised to indicate that the applicant will be required to provide power for the obstruction lights.
Note has been revised as required.
8. Revise sloped granite curb detail to show how the rubblized concrete will be treated. It will be difficult to set the curb in this material.
In areas of rubblization SGC will be set in leveling course of crushed stone.

9. Provide a 5' wide relief strip between the concrete apron to remain and the new asphalt road.
Relief strip has been included, see Sheets C1B, C2 & L1.
10. The applicant should provide oil/water separators with capacity to collect a 1,000 gallon spill from the proposed apron.
Additional separators with a total combined capacity of over 1,000 gallons have been specified on the revised plans.
- Ms. Stowell – If there is a spill of 100 gallons, it will hold it?
 - Mr. Gier – Added two mechanical separators, each one holds 496 gallons plus the one previously near the parking lot, combined there is a capacity of over 1,000 gallons
 - Ms. Stowell – I see it separates out solids and oils; also have capacity to retain a release?
 - Mr. Gier – Correct, designed to hold 496 gallons
 - Ms. Stowell – You had a plastic PVC pipe connecting those but anything under the airfield should be RCP; and should be rated to hold aircraft design Group 3
11. Add oil/water separator or holding tank to collect interior floor drains.
Floor drain holding tank depicted on Sheet C2, added 1,400 gallon holding tank detail depicted on Sheet D3.
- Mr. Desmarais – Plan PP3 shown an interior baffle for 1,500 gallon floor drain tank
 - Mr. Gier – not supposed to be on there; will remove it
 - Mr. Pezzullo – any outlet plug?
 - Mr. Gier – Correct, no outlet; will have to be pumped
12. Show roof leader from building connecting to storm system.
Roof drain connection depicted on Sheet C3.
13. Show proposed apron lights on Landscape and Lighting Plan.
No apron lights proposed.
- Ms. Stowell – How will SH operate at night without lights?
 - Mr. Pomeroy – Will need to have illumination out there for safety/security; per TSA; need to look at plan to see how it will be shielded from the tower and taxi lane coming in
 - Mr. Gier – obviously we don't want to put utility poles out there
 - Mr. Cultrera – We show lighting on the building already, correct Barry?
 - Mr. Gier – We don't show the wall packs on the back side of the building; when finished we will send to PDA for review
14. Lighting Plan shall be reviewed and approved by PSM Air Traffic Control and TSA.
No apron lighting proposed. Mr. Gier responded that apron lighting will be provided. See above.
15. The forcemain on North Apron Road is to be pressure tested prior to use. Coordinate with Portsmouth DPW.
A note to this effect has been added to the “Existing Forcemain Testing” notes, Sheet C4-1, Note 1.
16. The water line in North Apron Road is to be tested for leaks prior to installation of service connections. Coordinate with Portsmouth DPW.
A note to this effect has been added to the “Existing Watermain Testing” notes, Sheet C4-1, Note 1.

17. Add a filter on the outlet pipe from the pump station to help prevent solids from entering the forcemain.
Sewer pump station includes filter cartridge on inlet of pump, preventing solids from entering pump and forcemain.
18. Update the cleanout manhole detail so there is a means to clean out the forcemain in both directions.
Cleanout manhole detail has been revised to allow clean out in both directions.
- Mr. Pezzullo – Cleanouts should be facing opposite sides than shown; currently there is a gap in between the two sections that can't be cleaned
 - Mr. Gier – Okay
19. Check sewer/drainage/water crossings for conflicts.
Conflicts have been reviewed.
20. Confirm all pipe sizes are consistent throughout the plan set.
Pipe sizes have been reviewed throughout the plan set.
21. Confirm the size and location of the water line in the asphalt shoulder.
Applicant is working with DPW to confirm size and location of waterline.
- Mr. Pezzullo – The waterline in the paved section is 8" AC pipe; test pit may be warranted during construction. To confirm-will 8" or 12" valves be required?
 - Mr. Gier – do we know if it is 8" in the North Apron Access Road?
 - Mr. Pezzullo – As-Builts show 8" in the asphalt shoulder
 - Mr. Gier – will update that
22. Replace the forcemain connection detail with the City of Portsmouth standard.
Forcemain connection detail has been updated as required.
- Mr. Pezzullo – As-Builts North Apron access road – forcemain is 4" PVC – showing HDP pipe for additional forcemain – doesn't match what's on the road now; reducers needed from 8" line to manhole to 6" terminus manhole to PVC pipe – different detail; terminus manhole is another forcemain going to 100 Arboretum; shown on detail?
 - Mr. Gier – not shown on detail, just have typical
 - Mr. Desmarais – Sewer extension permit with State; under 5,000 gallons per day; water/sewer service application from City; reserves the right to request need for odor control system
 - Mr. Gier – Note has been added to plans
 - Mr. Desmarais – Detail later on in drawings for septic tank that implies phased construction?
 - Mr. Gier – The intent is to utilize a septic storage tank while construction of forcemain connection from Arboretum to North Apron Road so they can get in earlier; DES approval will be needed
 - Mr. Desmarais – So you will seek that approval separately and get to PDA?
 - Mr. Gier – Correct
 - Mr. Kelley – What happens with tank afterwards?
 - Mr. Gier – The tank stays and will be used as pump station; drop in pump when the forcemain is connected
 - Mr. Desmarais – forcemain as currently shown sits well off the side of the paved roadway; if that needs to be modified in some way during construction, the road will need to be restored and coordinated with DPW
 - Mr. Pezzullo – other forcemain; close to SH forcemain identify existing pipes

- Mr. Mates – PDA has information regarding the connection of the line into the manhole for 100 Arboretum and will provide
23. An inside drop connection is shown at the gravity sewer connection. Confirm if this is required or not.
Drop has been removed.
 24. Provide an operations and maintenance plan for the sanitary forcemain.
Sewer System O&M has been revised to include forcemain operations and maintenance.
 25. Add City of Portsmouth standard detail for 90 degree sweep at clean out manhole.
Detail has been revised per Portsmouth standards.
 26. Applicant to ensure the sanitary forcemain in Arboretum Drive is constructed a minimum of 10' off of the water main.
Forcemain shown a minimum of 10' from watermain. Callouts have been added to Sheet PP2.
 27. Relocate proposed hydrant from the south side of the Phase I building to the north side of the future addition and add hydrant detail.
Proposed hydrant has been relocated. Detail added, see Sheet D1.
 28. Update utility locations into the building to the utility/mechanical room.
Utility locations updated.
 29. Show the proposed transformer on the plans.
Proposed transformer is depicted on Sheet C2.
 30. Add a sentence to Note 1 of the Construction Sequence that states: "All workers installing the temporary security fence shall be badged by PSM Airport Security."
Sentence has been added as required.
 31. Add a note to the construction sequence that says: "No construction may commence until the temporary fence is accepted by PSM Airport Security."
Note has been added as required, see Construction Sequence Note 2.
 32. Add a stabilized construction entrance at the main construction entrance/exit.
Construction entrance included at the main entrance/exit.
 33. Add inlet protection/erosion control to the two existing catch basins on either side of the site.
Inlet protection has been added to the existing catch basins as required.
 34. Add a handicap ramp and remove granite curb to provide an accessible route at handicap stalls. Provide detail.
Handicap ramp and detail have been included. See Detail Sheet PP1.
 - Mr. Kelley – Back up to #30, will TON personnel require badging?
 - Ms. Stowell – No, the fence will put up first thing, at that point, the whole building site will be on land side so no badging will be required
 35. Add ADA parking calculation to the plans.
ADA parking calculation depicted on Sheet C2, Note 3.
 36. Add open space calculation to the plans.
Open space calculation included on Sheet C2, Note 2.
 37. Confirm the doghouse manhole is sized correctly for the type and size of pipes to be connected. Also add a poured invert to the detail.
Manhole size has been adjusted as required. Base to be poured as shown in detail section.

- Ms. Stowell – Regarding the stormwater manhole, asked for inverting the base; SD1
 - Mr. Desmarais – Starting to use TV cameras now in drains now so better to use inverts
 - Mr. Gier – We do have a poured invert for it
 - Mr. Mates – Will need to build up so there is a channel running through the manhole
 - Mr. Gier – On cross section A-A
 - Mr. Desmarais – Hydrant detail not consistent with COP standards; strike Note 4 and say hydrant conforms with COP standards for Pease distribution; turn off directions are different for property at Pease
38. Add a note specifying the doghouse manhole to be rated for a H20 loading.
A note to this effect has been added.
39. Add proposed interim contours to the Phase 1 Plan.
Interim contours are depicted on Sheet P1.
40. Remove all utilities, to the extent practical, out of the wetland buffer.
All utilities have been relocated outside the buffer to the extent practical.

Mr. Desmarais – On D2, the water service connection, use copper for all service connections off the main to the curb box

Ms. Stowell opened the public hearing at 2:41 p.m.

COMMENTS FROM PUBLIC SPEAKERS:

There were no comments from members of the public.

PUBLIC HEARING CLOSED – at 2:42 p.m.

Mr. Desmarais moved and Mr. Roediger seconded that the Pease Development Authority Technical Review Committee hereby approves the application for subdivision submitted by Seacoast Helicopters, LLC. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

Mr. Roediger moved and Mr. Desmarais seconded that the Pease Development Authority Technical Review Committee hereby approves the application for site review submitted by Seacoast Helicopters, LLC. Discussion: Subject to stipulations. Disposition: Resolved by unanimous vote for; motion carried.

Mr. Pezzullo moved and Mr. Desmarais seconded that the Pease Development Authority Technical Review Committee adjourn. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. Meeting adjourned at 2:44 p.m.



DEVELOPMENT
AUTHORITY

August 16, 2018

55 International Drive, Portsmouth, NH 03801

Mr. Bruce Cultrera
Seacoast Helicopters, LLC
44 Durham St
Portsmouth, NH 03801

Re: 107 North Apron Road, Newington, NH
Site Review and Subdivision Applications

Dear Bruce,

The Pease Development Authority Technical Review Committee, at its meeting on August 9, 2018, considered your request for Site Review and Subdivision Approval, under chapters 400 and 500 of the Pease Land Use Controls.

As a result of said consideration, the Committee voted to recommend **approval** of these applications with the following stipulations:

1. Specify the existing concrete vaults on either side of the proposed parcel are not to be rubblized.
2. Add a milling plan to the drawing set or use an existing plan to identify where and how deep the apron is to be milled.
3. All drainage structures to be located airside of the new facility shall be designed and constructed to support the largest design group three aircraft.
4. Revise the lighting plan to include lighting fixtures to illuminate the aircraft apron adjacent to the proposed building.
5. All drainage pipe in the aircraft apron shall be RCP.
6. Change the direction of the two forcemain cleanouts on the detail so the gap between the two can be accessed.
7. The plans state the water main in the asphalt shoulder adjacent to the North Apron is 12." The City has as built that state it is 8." A test pit should be dug to confirm the size so the correct valves can be supplied.
8. Revise the Forcemain Terminus Into Manhole detail to reflect existing conditions. Specifically, the forcemain from 100 Arboretum Drive should be shown.
9. Add a note to the plans stating water and sewer connection permit applications shall be submitted and approved by the City prior to installing these services.
10. Add a note to the plans stating that in the event any excavation is required in Arboretum Drive, a roadway restoration meeting and approval from the City will be required before starting any such work.
11. Add a note stating the new fire hydrant shall meet City specifications for hydrants at Pease.
12. Specify water service connections to be copper.

This matter will be placed on the PDA Planning Board Agenda for Thursday, September 20, 2018 provided the above stipulations are adequately addressed on revised plans and/or exhibits to be filed with the City of Portsmouth and Town of Newington Planning Departments as well as the PDA Engineering Department no later than Tuesday, September 4, 2018.

Sincerely,



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

cc: Barry Gier, Jones & Beach Engineers, Inc.
Juliet T. H. Walker, City of Portsmouth
Gerald Coogan, Town of Newington

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JONES & BEACH ENGINEERS INC.

85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885
603.772.4746 - JonesandBeach.com

August 28, 2018

Pease Development Authority
Attn: Maria Stowell
55 International Drive
Portsmouth, NH 03801

**RE: Response Letter –PDA Comments
North Apron Road, Newington, NH
Tax Map 320 Lot 0
JBE Project No. 16184**

Dear Ms. Stowell:

Jones & Beach Engineers, Inc., is in receipt of comments from PDA dated August 16, 2018. Original review comments are italicized, and we offer the following responses below:

1. *Specify the existing concrete vaults on either side of the proposed parcel are not to be rubblized.*
RESPONSE: Notes to this effect have been added to the Demolition Plan, Sheet C1B.
2. *Add a milling plan to the drawing set or use an existing plan to identify where and how deep the apron is to be milled.*
RESPONSE: Milling information has been added to the Demolition Plan, Sheet C1B.
3. *All drainage structures to be located airside of the new facility shall be designed and constructed to support the largest design group three aircraft.*
RESPONSE: Notes to this effect have been added to the plans.
4. *Revise the lighting plan to include lighting fixtures to illuminate the aircraft apron adjacent to the proposed building.*
RESPONSE: Lighting has been revised to include light fixtures on the apron side.
5. *All drainage pipe in the aircraft apron shall be RCP.*
RESPONSE: All drainage pipe has been revised to RCP.
6. *Change the direction of the two forcemain cleanouts on the detail so the gap between the two can be accessed.*
RESPONSE: Cleanout Detail has been updated.

7. *The plans state the water main in the asphalt shoulder adjacent to the North Apron is 12". The City has as built that state it is 8". A test pit should be dug to confirm the size so the correct valves can be supplied.*

RESPONSE: A note to the effect has been added to the plans. See Note #35, Sheet C2.

8. *Revise the Forcemain Terminus Into Manhole detail to reflect existing conditions. Specifically, the forcemain from 100 Arboretum Drive should be shown.*

RESPONSE: Forcemain Terminus Manhole has been updated as required.

9. *Add a note to the plans stating water and sewer connection permit applications shall be submitted and approved by the City prior to installing these services.*

RESPONSE: A note to this effect has been added to the plans, see Note #36, Sheet C2.

10. *Add a note to the plans stating that in the event any excavation is required in Arboretum Drive, a roadway restoration meeting and approval from the City will be required before starting any such work.*

RESPONSE: Notes to this effect have been added to Sheets C4 & PP2.

11. *Add a note stating the new fire hydrant shall meet City specifications for hydrants at Pease.*

RESPONSE: A note has been added to the Hydrant Detail, Sheet D1.

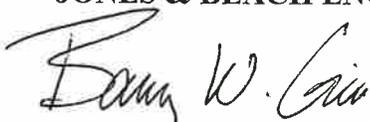
12. *Specify water service connection to be copper.*

RESPONSE: Water service connection has been revised to depict copper water service.

Thank you very much for your time. If you have any questions, or need further assistance, please contact our office.

Very truly yours,

JONES & BEACH ENGINEERS, INC.



Barry Gier, PE
Vice President

cc: Seacoast Helicopters, LLC (Letter and Plan Set via E-mail)

Pease Development Authority – 3 Full-Size Plan Sets, Letter & Attachments

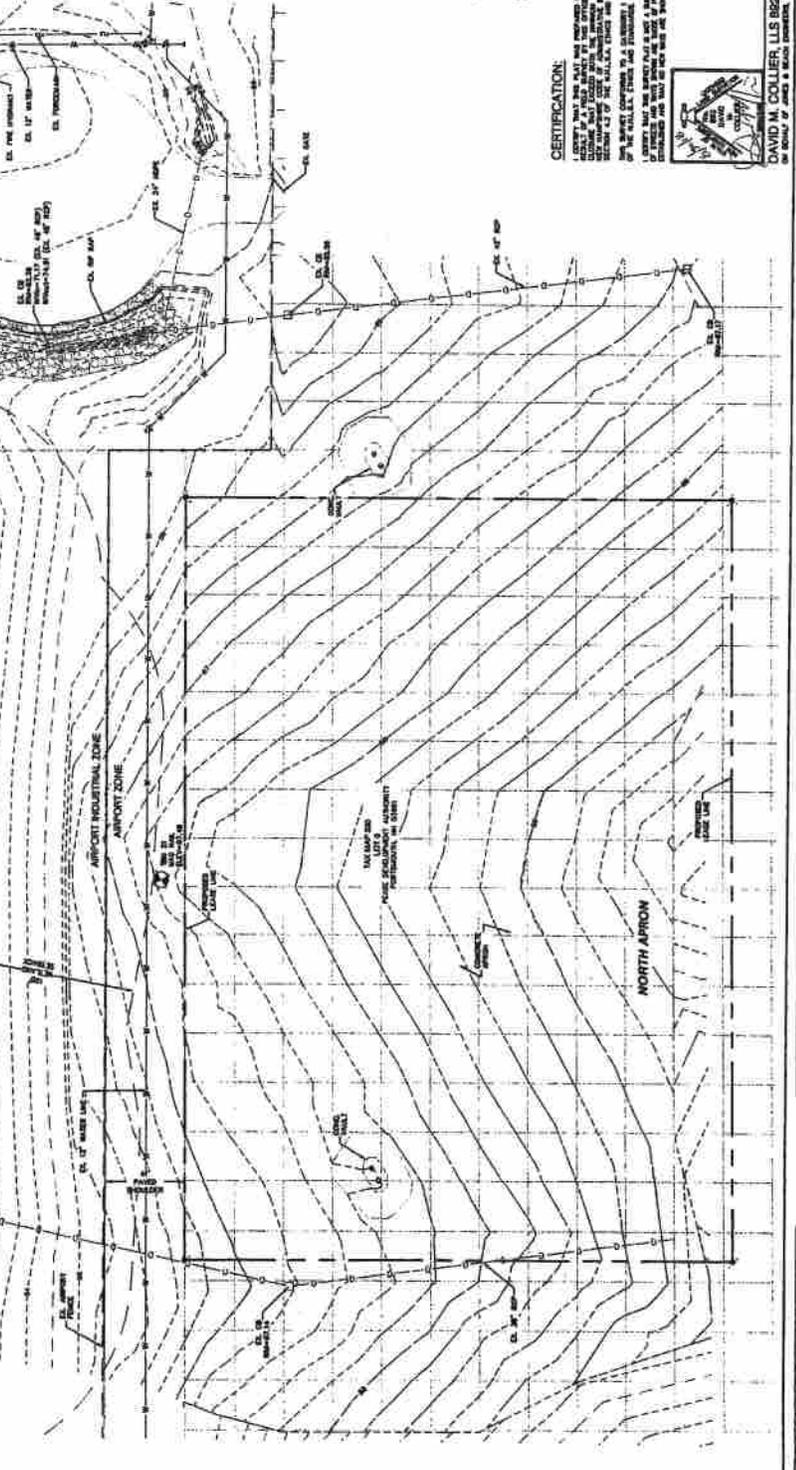
Portsmouth Planning Department – 6 Full-Size Plan Sets, Letter & Attachments

Newington Planning Department – 4 Full-Size Plan Sets, Letter & Attachments

PLAN REFERENCE
 1. STANDARD PROPERTY SURVEY: REQUIRED FOR ALL SURVEYS.
 2. ALL SURVEYS MUST BE ACCORDING TO THE SURVEYING ACT OF 1968.
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 10. ALL SURVEYS MUST BE ACCORDING TO THE SURVEYING ACT OF 1968.



- EXISTING CONDITIONS NOTES**
1. THE EXISTING CONDITIONS OF THE SITE AS SHOWN ON THE MAP ARE AS OF THE DATE OF THE SURVEY.
 2. THE PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY OR THE INFORMATION CONTAINED THEREIN.
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.
 10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS DISCREPANCIES BETWEEN THE FIELD DATA AND THE INFORMATION CONTAINED ON THE PLAN.



CERTIFICATION:
 I, the undersigned, being a duly licensed Professional Engineer in the State of North Carolina, do hereby certify that I am the author of the above described plan and that the same is a true and correct copy of the original as shown to me by the person or persons who claim to be the owner of the same.

DAVID M. COLLIER, L.L.S. B.S.
 CIVIL ENGINEER
 44 DURHAM STREET, PORTSMOUTH, N.H. 02801



EXISTING CONDITIONS PLAN

PROJECT: SEACOAST HILLTOP PORTERS
 107 NORTH APRON ROAD, PORTSMOUTH, NH

OWNER: SEACOAST HILLTOP PORTERS
 44 DURHAM STREET, PORTSMOUTH, NH 02801

DATE: _____

J/B Jones & Beach Engineers, Inc.
 Civil Engineering Services
 107 North Apron Road
 Portsmouth, NH 02801
 Phone: 603-778-2222
 Fax: 603-778-2222
 E-Mail: jbe@jonesbeach.com

| NO. | DATE | REVISION |
|-----|----------|---------------------|
| 1 | 01/15/08 | ISSUED FOR PERMITS |
| 2 | 01/15/08 | REVISED PER PERMITS |
| 3 | 01/15/08 | REVISED PER PERMITS |
| 4 | 01/15/08 | REVISED PER PERMITS |
| 5 | 01/15/08 | REVISED PER PERMITS |
| 6 | 01/15/08 | REVISED PER PERMITS |
| 7 | 01/15/08 | REVISED PER PERMITS |
| 8 | 01/15/08 | REVISED PER PERMITS |
| 9 | 01/15/08 | REVISED PER PERMITS |
| 10 | 01/15/08 | REVISED PER PERMITS |

THIS PLAN SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JONES & BEACH ENGINEERS, INC. (JBE).
 ALL RIGHTS ARE RESERVED AND WILL REMAIN THE PROPERTY OF JBE.
 NO PART OF THIS PLAN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JONES & BEACH ENGINEERS, INC. (JBE).

GRADINGS AND DRAINAGE NOTES:

1. FIELD CONDITIONS AND SURVEY DATA HAVE BEEN USED TO PREPARE THIS PLAN. THE CONTRACTOR SHALL VERIFY ALL DATA AND CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
2. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS AND SPACINGS SHALL BE FIELD MEASURED BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
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23. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
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27. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
28. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
29. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
30. THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.

GRADINGS AND DRAINAGE TABLE

| NO. | DESCRIPTION | DATE |
|-----|-------------------------------------|----------|
| 1 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 2 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 3 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 4 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 5 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 6 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 7 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 8 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 9 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 10 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 11 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 12 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 13 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 14 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 15 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 16 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 17 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 18 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 19 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 20 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 21 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 22 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 23 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 24 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 25 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 26 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 27 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 28 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 29 | PROPOSED BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |
| 30 | FUT. BLDG. 8,000± S.F. PF=89.42 | 10/15/18 |

PROJECT PANEL:
 107 NORTH APRON ROAD, PORTSMOUTH, NH
 10/15/18

APPLICANT:
 SEACOST HELICOPTERS
 PORTSMOUTH, NH 03801

TOTAL LOTS: 1
TOTAL LOTS AREA: 1.00 AC

Drawn No. **C3**
 SHEET OF 17
 JOB NO. 18184

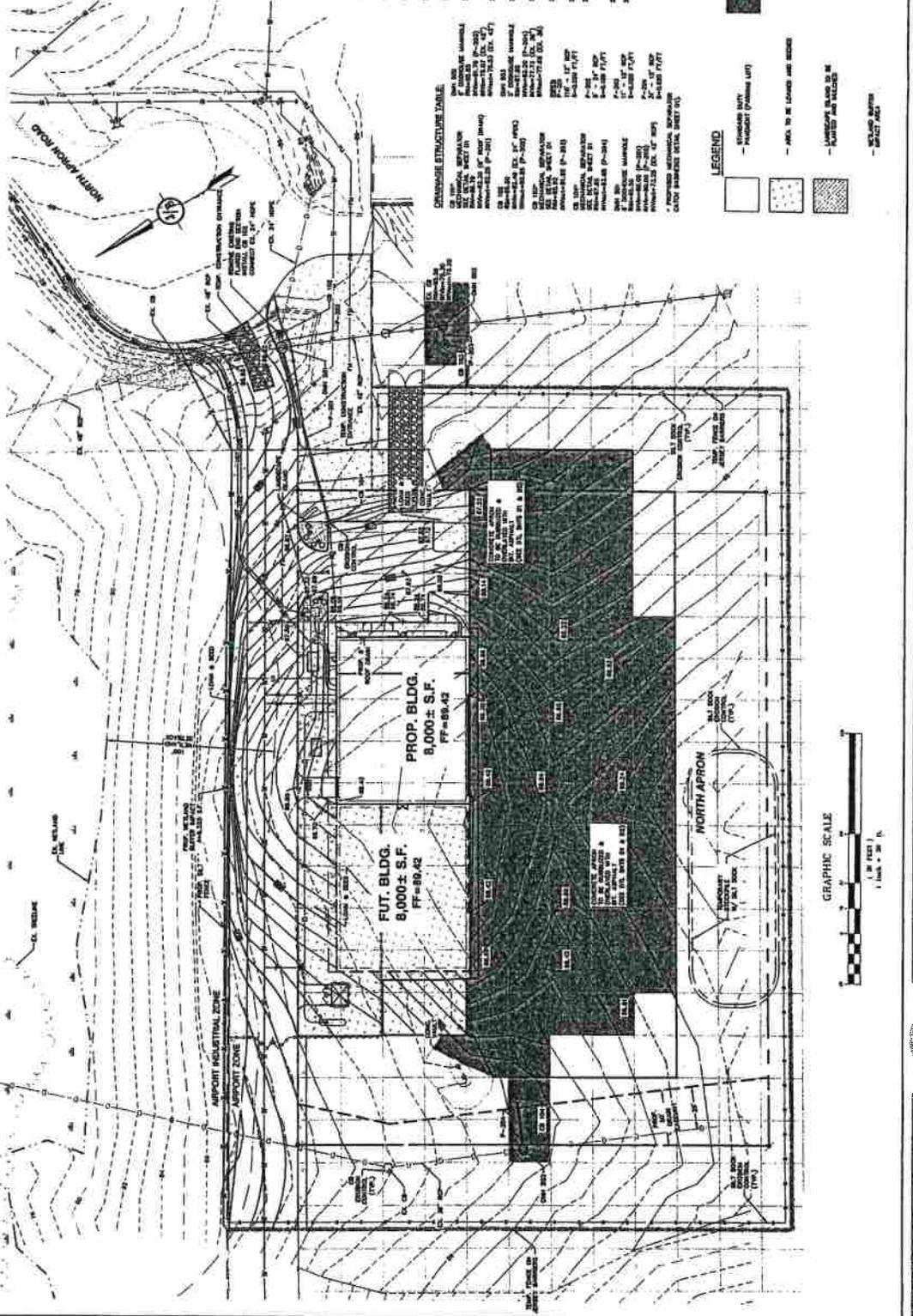
Plan Name: **GRADING AND DRAINAGE PLAN**
 Project: **SEACOST HELICOPTERS
 107 NORTH APRON ROAD, PORTSMOUTH, NH**
 Owner of Record: **SEACOST HELICOPTERS
 44 DURHAM STREET, PORTSMOUTH, NH 03801**

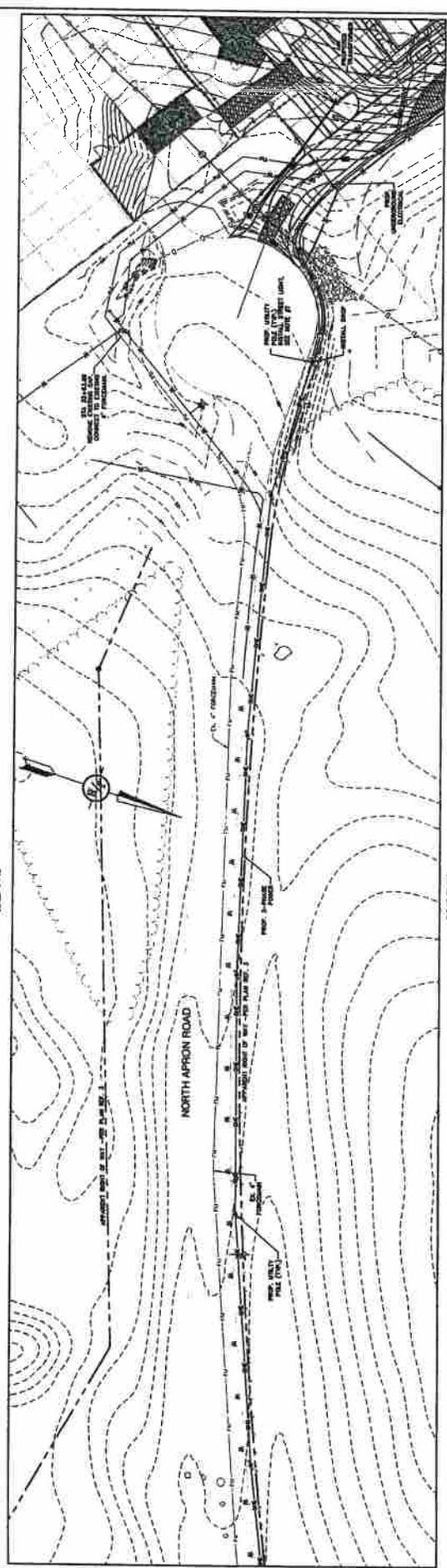
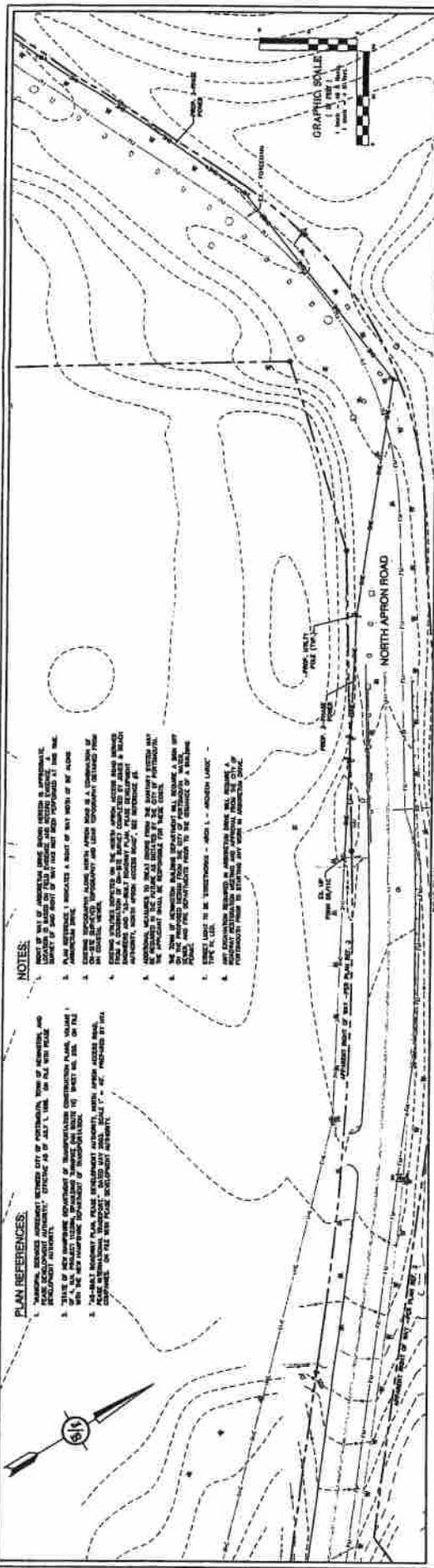
Designed and Produced in NH
J/B Jones & Beach Engineers, Inc.
 88 Portsmouth Ave. Portsmouth, NH 03801
 Phone: 603-778-7748
 Fax: 603-778-7748
 E-MAIL: JBE@JONESANDBEACH.COM

| NO. | DATE | BY | REVISION |
|-----|----------|-----|---------------------------|
| 1 | 10/15/18 | BYG | REVISION PER TNC COMMENTS |
| 2 | 08/27/18 | BYG | REVISION PER TNC COMMENTS |
| 3 | 07/26/18 | BYG | REVISION PER TNC COMMENTS |
| 4 | 05/14/18 | BYG | REVISION PER TNC COMMENTS |
| 5 | 02/14/18 | BYG | REVISION PER TNC COMMENTS |
| 6 | 07/26/17 | BYG | REVISION FOR PREVIEW |
| 7 | 07/26/17 | BYG | REVISION FOR PREVIEW |



1. CONTRACT ADMINISTRATION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL PERMITS AND APPROVALS.





NOTES:

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. THE CENTERLINE OF THE ROAD IS SHOWN BY A DASHED LINE.
4. THE RIGHT OF WAY BOUNDARIES ARE SHOWN BY SOLID LINES.
5. THE LEFT OF WAY BOUNDARIES ARE SHOWN BY DASHED LINES.
6. THE ELEVATION OF THE CENTERLINE AT THE POINT OF BEGINNING IS 100.00 FEET.
7. THE ELEVATION OF THE CENTERLINE AT THE POINT OF ENDING IS 100.00 FEET.
8. THE ELEVATION OF THE CENTERLINE AT THE POINT OF INTERSECTION IS 100.00 FEET.
9. THE ELEVATION OF THE CENTERLINE AT THE POINT OF DEPARTURE IS 100.00 FEET.
10. THE ELEVATION OF THE CENTERLINE AT THE POINT OF ARRIVAL IS 100.00 FEET.

PLAN REFERENCES:

1. PRELIMINARY PLAN, SHEET 1 OF 1.
2. PRELIMINARY PLAN, SHEET 2 OF 2.
3. PRELIMINARY PLAN, SHEET 3 OF 3.
4. PRELIMINARY PLAN, SHEET 4 OF 4.
5. PRELIMINARY PLAN, SHEET 5 OF 5.
6. PRELIMINARY PLAN, SHEET 6 OF 6.
7. PRELIMINARY PLAN, SHEET 7 OF 7.
8. PRELIMINARY PLAN, SHEET 8 OF 8.
9. PRELIMINARY PLAN, SHEET 9 OF 9.
10. PRELIMINARY PLAN, SHEET 10 OF 10.

Drawing No. **C4**
SHEET 7 OF 17
JONES & BEACH ENGINEERS, INC.

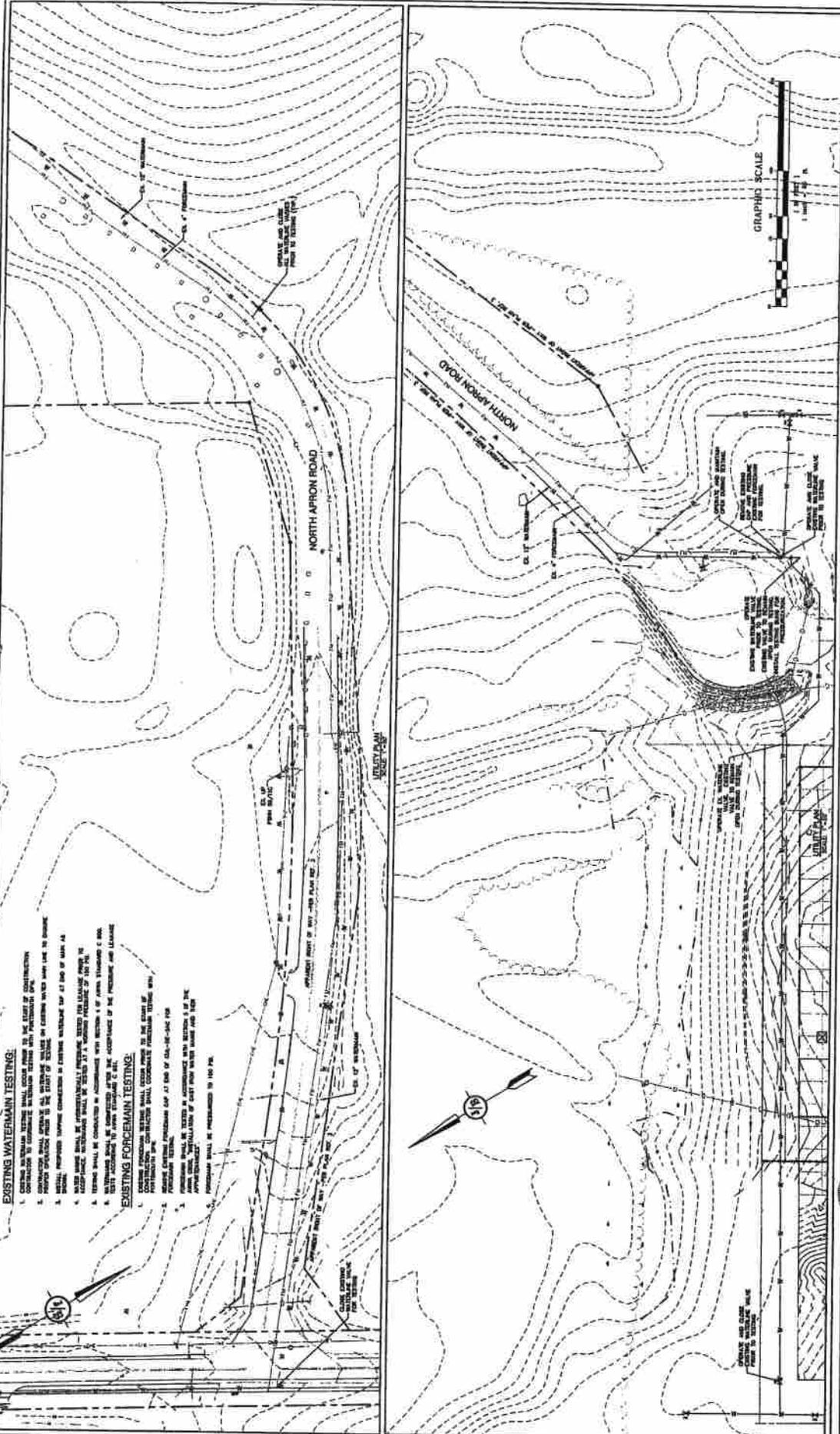
Plan Name: **OFFSITE UTILITY PLAN**
Project: **SEACAST HELICOPTERS
107 NORTH APRION ROAD, PORTSMOUTH, NH**
Owner of Record: **SEACAST HELICOPTERS
41 DURHAM STREET, PORTSMOUTH, NH 03801**

Designed and Produced in NH
J & B Jones & Beach Engineers, Inc.
Civil Engineering Services
PO Box 100
Portsmouth, NH 03801
Phone: 603-778-2999
Fax: 603-778-2998
E-MAIL: JBE@JONES&BEACH.COM

| REV. | DATE | BY |
|------|----------|----|
| 4 | 08/04/18 | BY |
| 3 | 08/07/18 | BY |
| 2 | 07/26/18 | BY |
| 1 | 08/14/18 | BY |
| 0 | 7/25/17 | BY |



DATE: 08/04/18
DRAWN BY: JBE
CHECKED BY: JBE
SCALE: AS SHOWN
THIS PLAN SHALL NOT BE USED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE).
ANY ALTERATION, AUTHORIZED OR OTHERWISE, SHALL BE THE USER'S SOLE RESPONSIBILITY AND WITHOUT LIABILITY TO JBE.

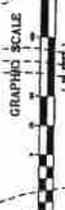


EXISTING WATERMAIN TESTING:

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT WATER MAIN TESTING REGULATIONS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT WATER MAIN TESTING REGULATIONS.
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- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT WATER MAIN TESTING REGULATIONS.

EXISTING FORCEMAIN TESTING:

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT FORCEMAIN TESTING REGULATIONS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT FORCEMAIN TESTING REGULATIONS.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT FORCEMAIN TESTING REGULATIONS.
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- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT FORCEMAIN TESTING REGULATIONS.



Drawing No. **C4-1**
SHEET 1 OF 12
DATE: 11/14/14

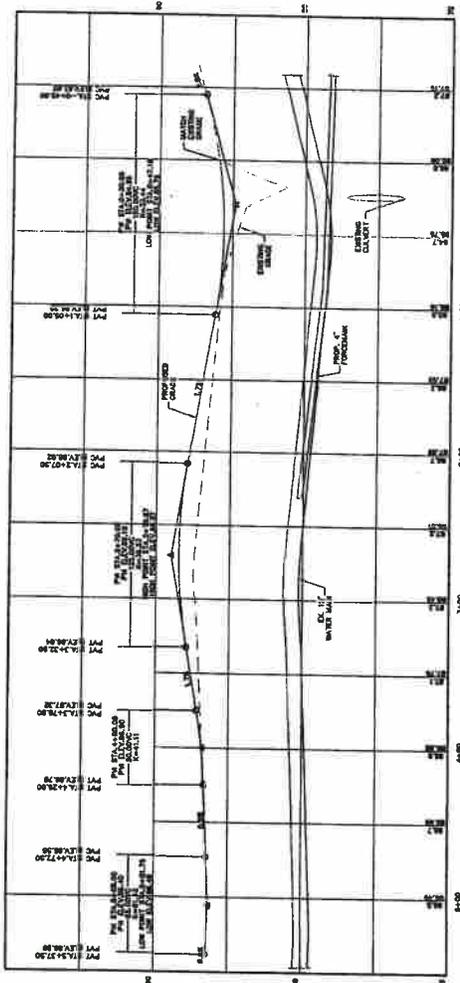
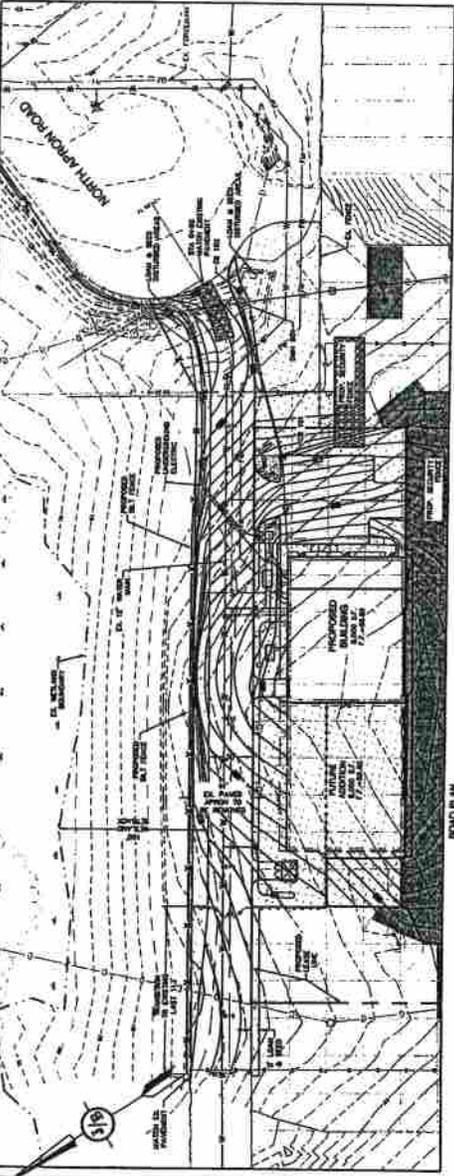
Plan Name: **OFF-SITE UTILITY PLAN**
Project: **SEACOAST HELICOPTERS**
107 NORTH APRON ROAD, PORTSMOUTH, NH
Client: **SEACOAST HELICOPTERS**
44 DURHAM STREET, PORTSMOUTH, NH 03801

Designed and Produced by: **JB Jones & Beach Engineers, Inc.**
Civil Engineering Services
44 Portsmouth Ave., Portsmouth, NH 03801
Tel: 603-779-0300
Fax: 603-779-0301
E-MAIL: JBE@JONES&BEACH.COM

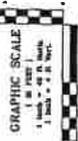
| NO. | DATE | BY | REVISION |
|-----|----------|-----|-------------------|
| 1 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 2 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 3 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 4 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 5 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 6 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 7 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 8 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 9 | 08/01/14 | JBE | ISSUED FOR REVIEW |
| 10 | 08/01/14 | JBE | ISSUED FOR REVIEW |



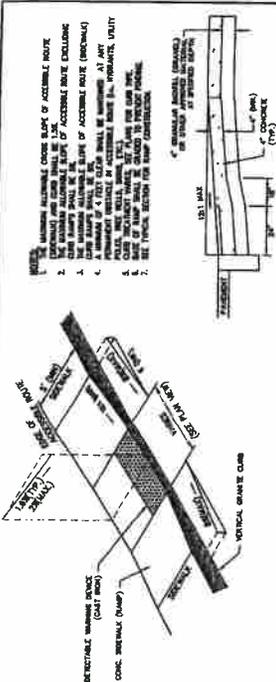
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE OF CONNECTICUT WATER MAIN TESTING REGULATIONS.



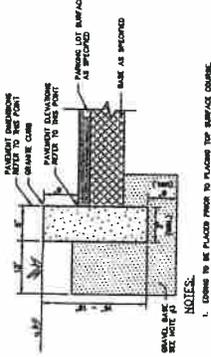
ROAD PROFILE



GRAPHIC SCALE
1" = 40' (VERT.)
1" = 10' (HORIZ.)

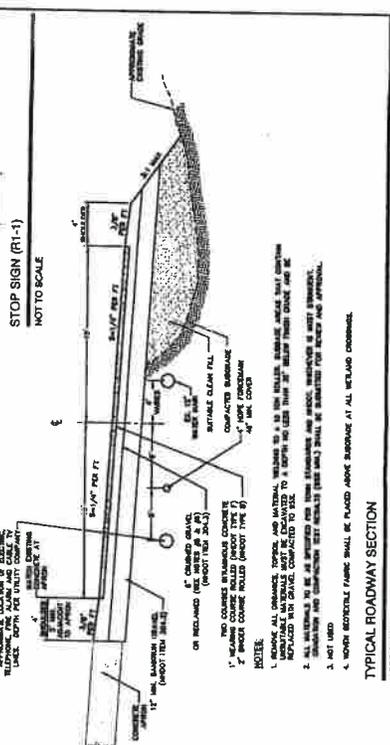


ACCESSIBLE CURB RAMP (TYPE A)
NOT TO SCALE



VERTICAL GRANITE CURB
NOT TO SCALE

NOTES:
1. CURB TO BE PLACED IN PLACE TO SURFACE COURSE.
2. ADJUST RETAINING STOPS SHALL BE NOTICED.
3. IN AREAS OF UNFINISHED CONCRETE, CURB SHALL BE SET IN A LEVISING COURSE OR ADJUST TO 3/4" COURSED STONE.



TYPICAL ROADWAY SECTION
NOT TO SCALE

NOTES:
1. REMOVE ALL OBSTACLES, TOPSOIL AND MATERIAL, WEIGHED TO 4 IN. MAX. HOLLOW, REMOVED, SHALL BE REPLACED WITH GRANITE CURB, COMPACTED TO 95% OF MAX. DENSITY.
2. ALL MATERIALS TO BE AS SPECIFIED FOR THESE STANDARDS AND APPROX. WEIGHTS ARE LISTED.
3. NOT USED.
4. MOST DESIRABLE FINISH SHALL BE PLACED ABOVE SURFACE AT ALL WEILOAD CONDITIONS.

| REV. | DATE | BY | REVISION |
|------|----------|-----|--------------------|
| 1 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 2 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 3 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 4 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 5 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 6 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 7 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 8 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 9 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 10 | 07/14/18 | BWD | ISSUED FOR PERMITS |



| NO. | DATE | BY | REVISION |
|-----|----------|-----|--------------------|
| 1 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 2 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 3 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 4 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 5 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 6 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 7 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 8 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 9 | 07/14/18 | BWD | ISSUED FOR PERMITS |
| 10 | 07/14/18 | BWD | ISSUED FOR PERMITS |

Designed and Produced in NH
J/B Jones & Beach Engineers, Inc.
 805-775-7148
 60 Portsmouth Ave.
 Portsmouth, NH 03801
 E-MAIL: JBE@JONES&BEACH-ENR.COM

Plan Name: **ACCESS ROAD PLAN & PROFILE**
 Project: **SEACOAST HELICOPTERS
107 NORTH APRON ROAD, PORTSMOUTH, NH**
 Owner of Record: **SEACOAST HELICOPTERS
44 DURNHAM STREET, PORTSMOUTH, NH 03801**

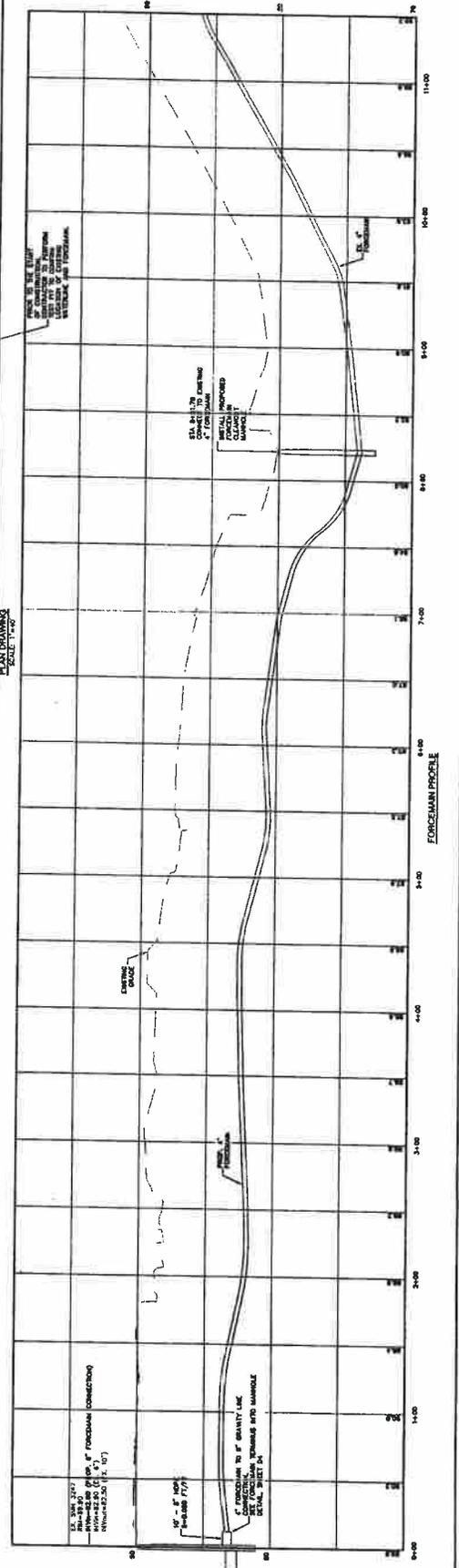
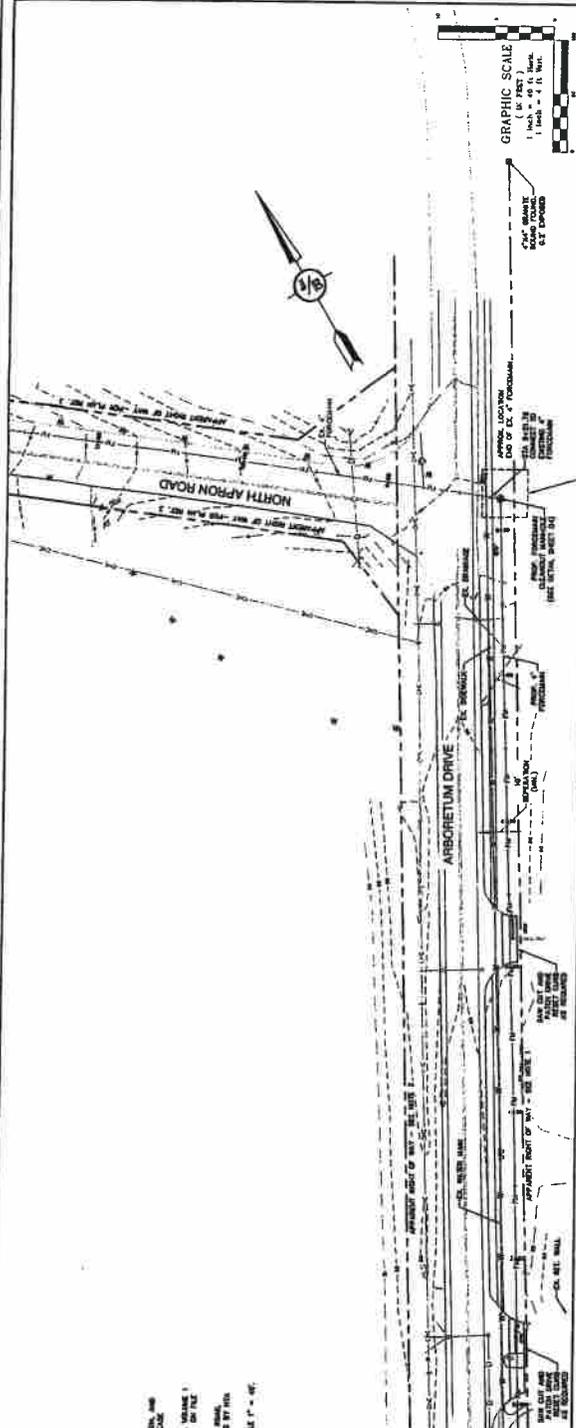
Drawing No. **PP1**
 SHEET 10 OF 17
 SEE PROJECT NO. 17114

NOTES:

1. OWNER OF ALL UTILITIES SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY INFORMATION TO THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO HIM.
2. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE OF THE ROADWAY.
3. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE OF THE ROADWAY.
4. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE OF THE ROADWAY.
5. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE OF THE ROADWAY.

PLAN REFERENCES:

1. "SEASIDE BEACH" PROJECT, SHEET 11 OF 17, PREPARED BY J.B. JONES & BEACH ENGINEERS, INC., PORTSMOUTH, NH.
2. "SEASIDE BEACH" PROJECT, SHEET 12 OF 17, PREPARED BY J.B. JONES & BEACH ENGINEERS, INC., PORTSMOUTH, NH.
3. "SEASIDE BEACH" PROJECT, SHEET 13 OF 17, PREPARED BY J.B. JONES & BEACH ENGINEERS, INC., PORTSMOUTH, NH.
4. "SEASIDE BEACH" PROJECT, SHEET 14 OF 17, PREPARED BY J.B. JONES & BEACH ENGINEERS, INC., PORTSMOUTH, NH.
5. "SEASIDE BEACH" PROJECT, SHEET 15 OF 17, PREPARED BY J.B. JONES & BEACH ENGINEERS, INC., PORTSMOUTH, NH.



| REV. | DATE | REVISION |
|------|---------|--------------------------|
| 1 | 1/20/17 | ISSUED FOR REVIEW |
| 2 | 1/20/17 | REVISED PER THE COMMENTS |
| 3 | 1/20/17 | REVISED PER THE COMMENTS |
| 4 | 1/20/17 | REVISED PER THE COMMENTS |

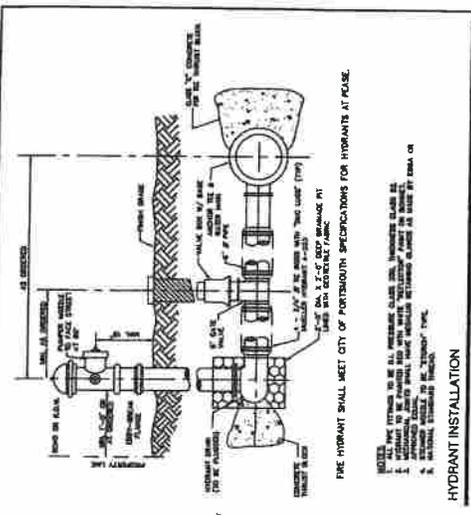


| REV. | DATE | REVISION |
|------|---------|--------------------------|
| 1 | 1/20/17 | ISSUED FOR REVIEW |
| 2 | 1/20/17 | REVISED PER THE COMMENTS |
| 3 | 1/20/17 | REVISED PER THE COMMENTS |
| 4 | 1/20/17 | REVISED PER THE COMMENTS |

J.B. Jones & Beach Engineers, Inc.
 100 Portsmouth Ave.
 Portsmouth, NH 03801
 603-778-4748
 E-MAIL: JBE@JONESBEACH.COM

FORCEMAIN - PLAN & PROFILE
 SEASIDE HELICOPTERS
 107 NORTH APRON ROAD, PORTSMOUTH, NH
 SEASIDE HELICOPTERS
 44 DURHAM STREET, PORTSMOUTH, NH 03801

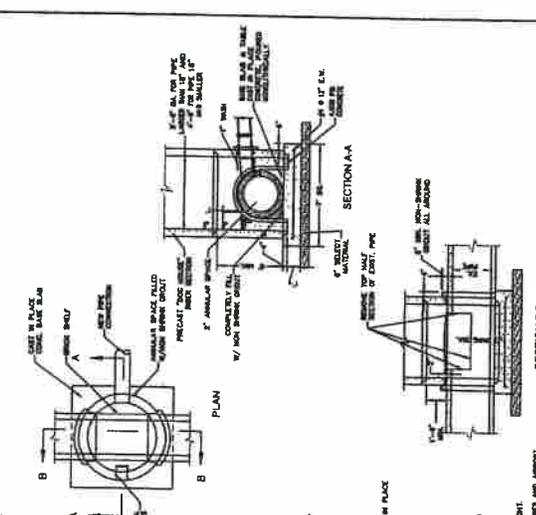
DRAWING NO.
PP2
 SHEET 11 OF 17
 SEE PROJECT NO. 18184



FIRE HYDRANT SHALL MEET CITY OF PORTSMOUTH SPECIFICATIONS FOR HYDRANTS AT POUSE.

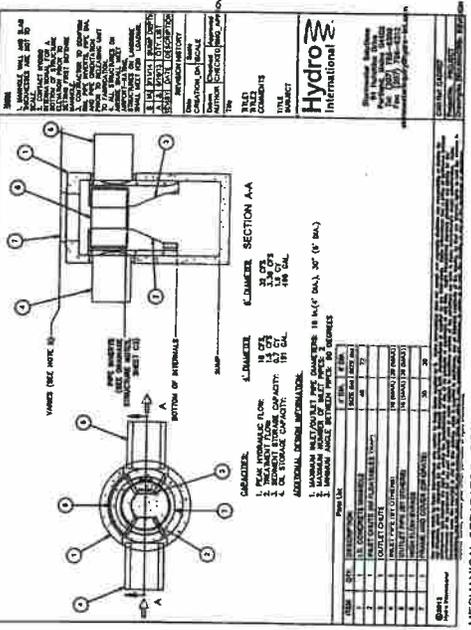
- NOTES:
1. ALL HYDRANTS SHALL BE 4" NPS.
 2. HYDRANT TO BE INSTALLED ON 12" DIA. WATER MAIN.
 3. APPROVED EXISTING HYDRANT CONNECTIONS TO BE MAINTAINED.
 4. MATERIALS SHALL BE APPROVED BY THE ENGINEER.

HYDRANT INSTALLATION
NOT TO SCALE

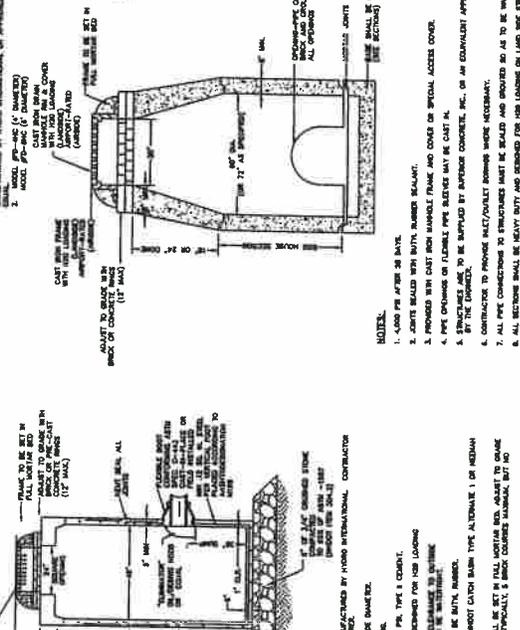


DOGHOUSE DRAIN MANHOLE ON LANDSIDE AND AIRPORT-RATED LOADING ON AIR SIDE
NOT TO SCALE

- NOTES:
1. LAMP PIPES AFTER 24 HRS.
 2. JOINTS SEALED WITH BUTYL RUBBER SEALANT.
 3. PROVIDED WITH CAST IRON MANHOLE FRAME AND COVER OF SPECIAL ACCESS COVER.
 4. PIPE ORDNANCE OR FLEXIBLE PIPE BELLIES MAY BE USED.
 5. STRUCTURES ARE TO BE SUPPLIED BY INDEPENDENT CONTRACTOR, INC. OR AN EQUIVALENT APPROVED BY THE ENGINEER.
 6. CONTRACTOR TO PROVIDE RAIN/WATER DRAINAGE NECESSARY.
 7. ALL PIPE CONNECTIONS TO STRUCTURES MUST BE SEALED AND INSURED AS TO BE IMPROVED.
 8. LAMP FOR AIR SIDE STRUCTURE AND REMOVED FOR USE LOADING ON LAND SIDE STRUCTURE AND AIRPORT.

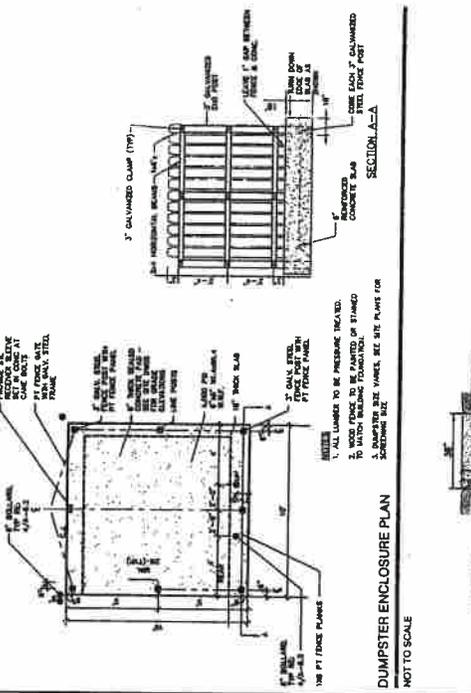


MECHANICAL SEPARATOR - FIRST DEFENSE (4' x 6')
NOT TO SCALE



CATCH BASIN
NOT TO SCALE

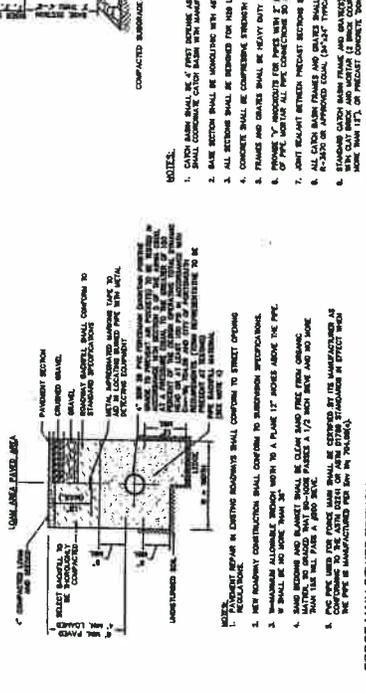
- NOTES:
1. ALL STRUCTURES SHALL BE 4" MIN. THICKNESS (AS SHOWN).
 2. MODEL PIPE-AND (IF DAMAGED) SHALL BE REPLACED WITH APPROVED EQUIVALENT.
 3. ALL STRUCTURES SHALL BE CONCRETE.
 4. ALL STRUCTURES SHALL BE INSULATED WITH 4" MIN. DENSITY.
 5. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.
 6. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.
 7. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.
 8. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.
 9. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.
 10. ALL STRUCTURES SHALL BE FINISHED WITH 1/2" MIN. THICKNESS.



DUMPSTER ENCLOSURE PLAN
NOT TO SCALE

UTILITY TRENCH
NOT TO SCALE

- NOTES:
1. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 2. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 3. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 4. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 5. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 6. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 7. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 8. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 9. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.
 10. ALL STRUCTURES SHALL BE APPROVED BY APPROPRIATE UTILITY COMPANY.



FORCE MAIN SEWER TRENCH
NOT TO SCALE

- NOTES:
1. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 2. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 3. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 4. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 5. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 6. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 7. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 8. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 9. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.
 10. ALL STRUCTURES SHALL CONFORM TO DIRECT ORDINANCE.

DESIGNED BY: **D1**

PROJECT: **SEACOAST HELICOPTERS**

OWNER OF RECORD: **107 NORTH APRON ROAD, PORTSMOUTH, NH**

41 DURHAM STREET, PORTSMOUTH, NH 03801

DATE: 12/20/17

PROJECT: 172001

DESIGNER: J/B Jones & Beach Engineers, Inc.

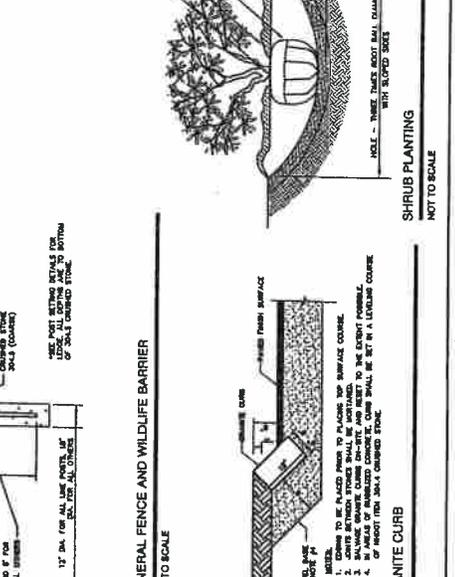
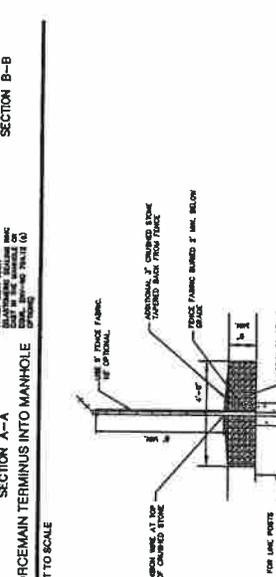
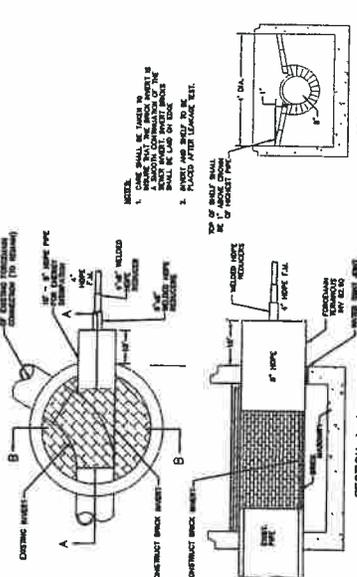
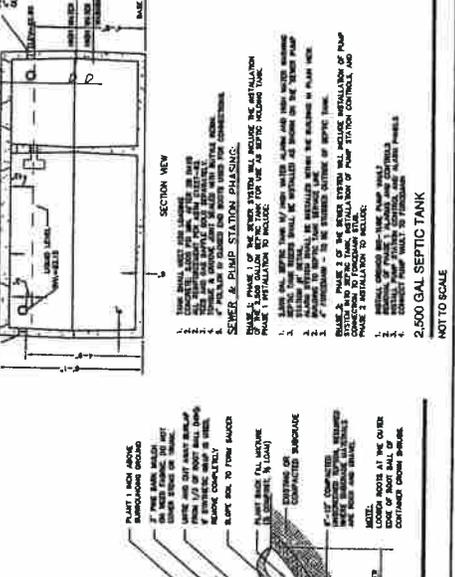
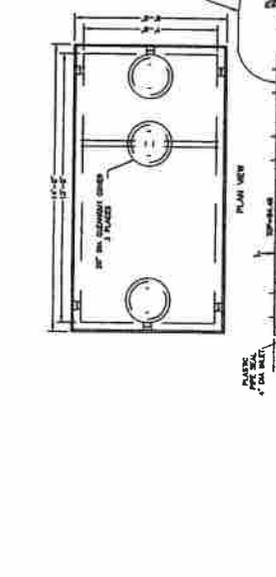
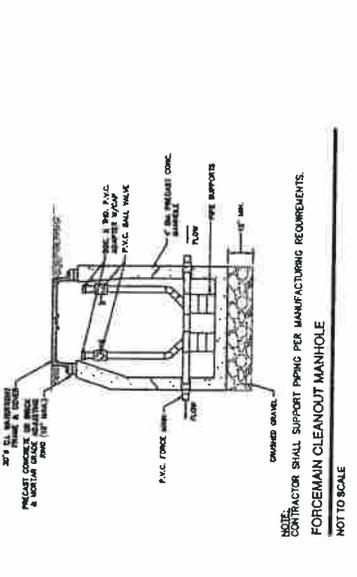
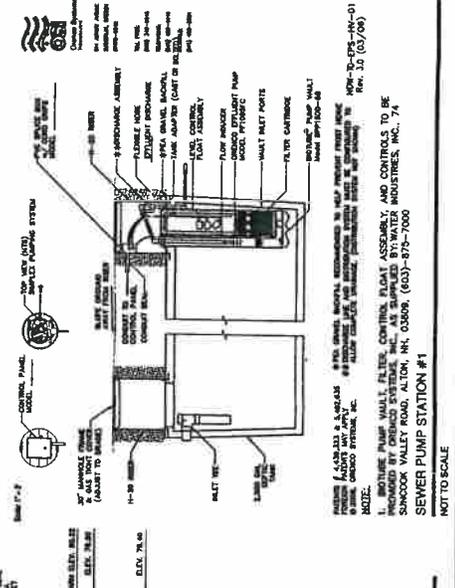
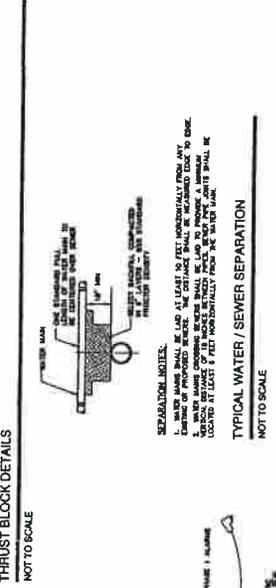
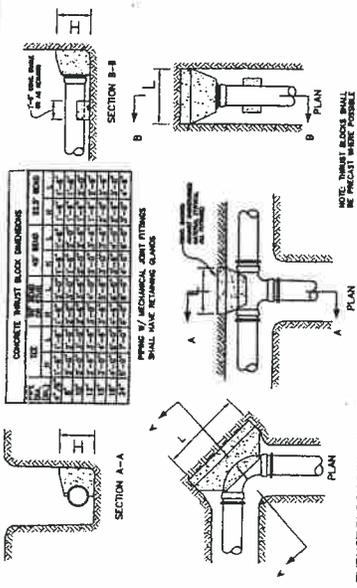
107 NORTH APRON ROAD, PORTSMOUTH, NH 03801

PHONE: 603-773-4744

FAX: 603-773-0207

WWW: WWW.JBENGINEERS.COM

| REV | DATE | DESCRIPTION |
|-----|----------|------------------------------|
| 1 | 12/20/17 | ISSUED FOR PERMITS |
| 2 | 07/20/18 | REVISED PER PERMITS COMMENTS |
| 3 | 07/20/18 | REVISED PER PERMITS COMMENTS |
| 4 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 5 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 6 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 7 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 8 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 9 | 02/14/18 | REVISED PER PERMITS COMMENTS |
| 10 | 02/14/18 | REVISED PER PERMITS COMMENTS |



SEWER PUMP STATION #1

DESIGNED AND PROVIDED BY
Jones & Beach Engineers, Inc.
 Civil Engineering Services
 80 Portsmouth Ave.
 Portsmouth, NH 03801
 PHONE: 603-778-0748
 FAX: 603-778-0748
 E-MAIL: JBE@JONES&BEACH.COM

DESIGNED AND PROVIDED BY
Jones & Beach Engineers, Inc.
 Civil Engineering Services
 80 Portsmouth Ave.
 Portsmouth, NH 03801
 PHONE: 603-778-0748
 FAX: 603-778-0748
 E-MAIL: JBE@JONES&BEACH.COM

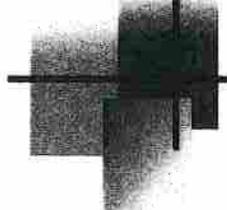
2,500 GAL. SEPTIC TANK

DESIGNED AND PROVIDED BY
Jones & Beach Engineers, Inc.
 Civil Engineering Services
 80 Portsmouth Ave.
 Portsmouth, NH 03801
 PHONE: 603-778-0748
 FAX: 603-778-0748
 E-MAIL: JBE@JONES&BEACH.COM

SLOPED GRANITE CURB

DESIGNED AND PROVIDED BY
Jones & Beach Engineers, Inc.
 Civil Engineering Services
 80 Portsmouth Ave.
 Portsmouth, NH 03801
 PHONE: 603-778-0748
 FAX: 603-778-0748
 E-MAIL: JBE@JONES&BEACH.COM

| NO. | DATE | REVISION | BY |
|-----|----------|---------------------------------|----|
| 1 | 06/06/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 2 | 06/11/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 3 | 07/07/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 4 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 5 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 6 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 7 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 8 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 9 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |
| 10 | 08/14/18 | ISSUED PER THE COMMUNITY REVIEW | BY |



**FY 2018 FINANCIAL REPORT
FOR THE TWELVE MONTH PERIOD
ENDING JUNE 30, 2018 (PRELIMINARY)**



**BOARD OF DIRECTOR'S MEETING
SEPTEMBER 20, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE TWELVE MONTH PERIOD ENDING

JUNE 30, 2018

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET |
|--|---------------------|---------------------|-----------------------|---------------------|
| OPERATING REVENUES <i>(PAGE #3)</i> | <u>15,023</u> | <u>14,319</u> | <u>704</u> | <u>14,319</u> |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i> | 7,006 | 6,242 | 764 | 6,242 |
| BUILDINGS AND FACILITIES MAINTENANCE | 1,623 | 1,333 | 290 | 1,333 |
| GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i> | 1,244 | 1,173 | 71 | 1,173 |
| UTILITIES <i>(PAGE #6)</i> | 713 | 797 | (84) | 797 |
| PROFESSIONAL SERVICES <i>(PAGE #6)</i> | 555 | 681 | (126) | 681 |
| MARKETING AND PROMOTION | 270 | 295 | (25) | 295 |
| ALL OTHER <i>(PAGE #6)</i> | <u>1,071</u> | <u>1,021</u> | <u>50</u> | <u>1,021</u> |
| OPERATING INCOME | <u>12,482</u> | <u>11,542</u> | <u>940</u> | <u>11,542</u> |
| | 2,541 | 2,777 | (236) | 2,777 |
| NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i> | | | | |
| DEPRECIATION | 5,836 | 6,306 | (470) | 6,306 |
| NET OPERATING INCOME | <u>(3,313)</u> | <u>(3,541)</u> | <u>228</u> | <u>(3,541)</u> |

BUDGET VARIANCE ANALYSIS

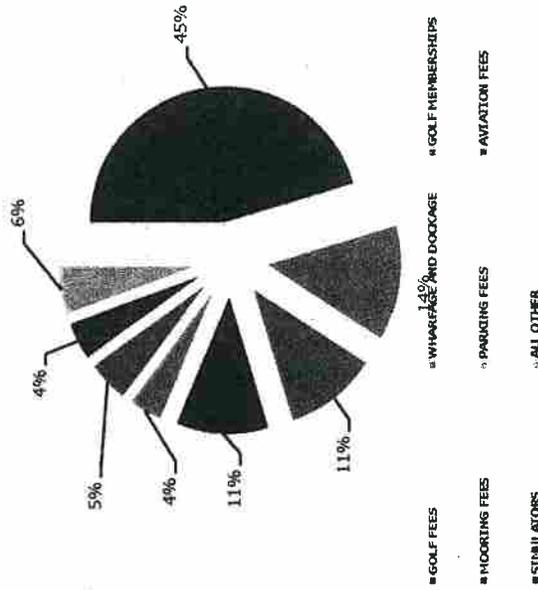
- **OPERATING REVENUES- HIGHER BY 4.9 % ...**
- TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES IN:
 - GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED
 - CONCESSION REVENUES FROM HIGHER GRILL 28 SALES
 - WHARFAGE AND DOCKAGE
 - DPH FUEL SALES
- **OPERATING COSTS- HIGHER BY 8.1 %...**
 - RETIREE HEALTH CARE PROGRAM- FIVE YEAR RETROACTIVE ADJUSTMENT
 - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED
 - STILL AWAITING ACTUARIAL CALCULATION FROM STATE OF NEW HAMPSHIRE- GASB 75
 - BENEFITTED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED ENPLANEMENTS AND WATERFRONT ACTIVITIES.

CONSOLIDATED OPERATING REVENUES FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VAR | CURRENT YEAR BUDGET |
|-------------------------------------|---------------------------|---------------------------|------------------------|---------------------------|
| RENTAL OF FACILITIES | 9,468 | 9,723 | (255) | 9,723 |
| FEE REVENUES (SEE PIE CHART) | 3,358 | 2,860 | 498 | 2,860 |
| FUEL SALES (SEE TABLE BELOW) | 838 | 699 | 139 | 699 |
| CONCESSION REVENUE | 475 | 348 | 127 | 348 |
| GOLF MERCHANDISE | 255 | 225 | 30 | 225 |
| ALL OTHER- NET | <u>629</u> | <u>464</u> | <u>165</u> | <u>464</u> |
| | 15,023 | 14,319 | 704 | 14,319 |

FEE REVENUES YEAR TO DATE



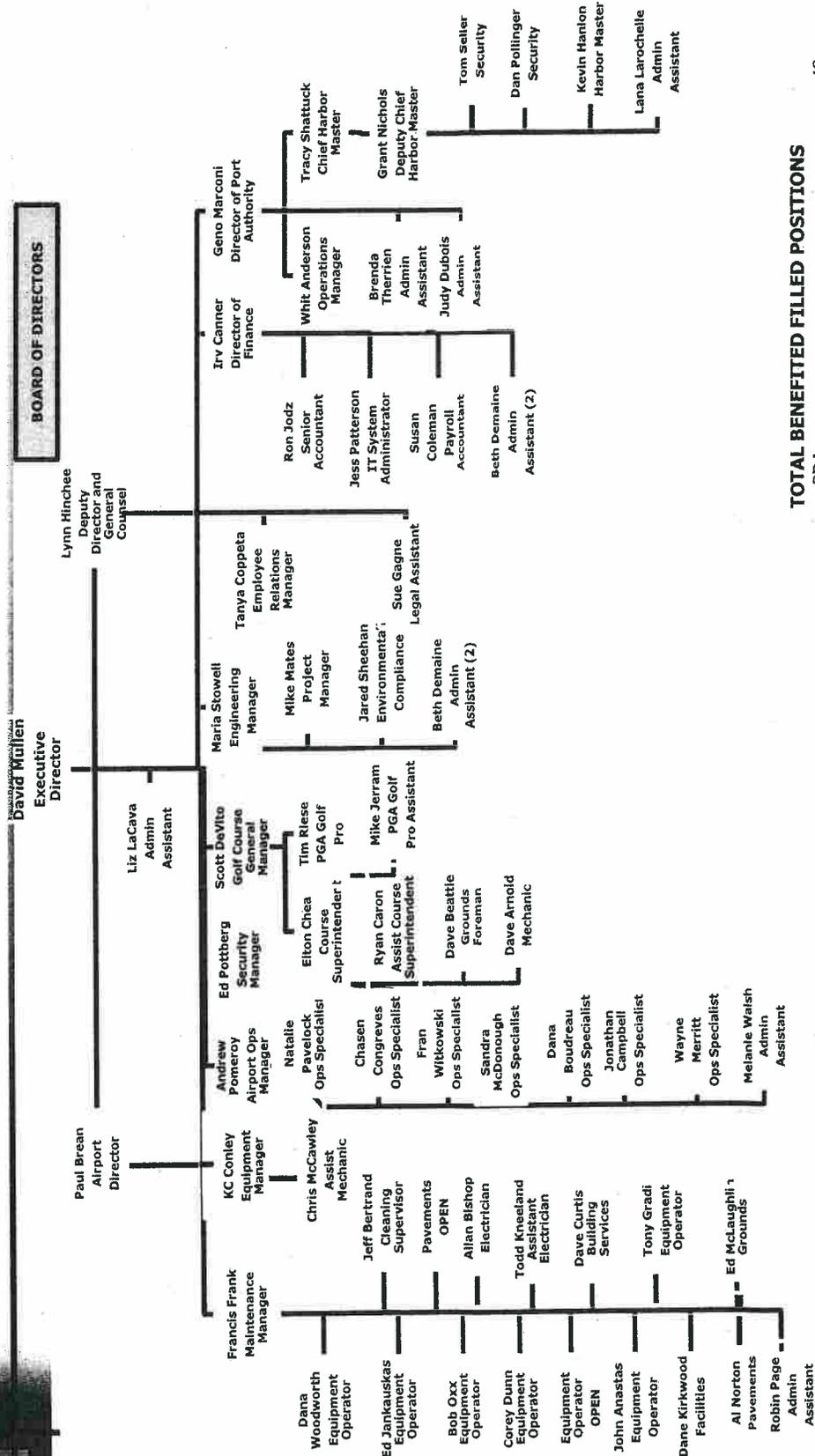
| | ACTUAL SALES | BUDGETED SALES | BUDGET VARIANCE | ACTUAL COGS | BUDGETED COGS | BUDGETS VARIANCE |
|----------------------|-----------------|-------------------|--------------------|----------------|------------------|---------------------|
| FUEL ANALYSIS | | | | | | |
| PORTSMOUTH FISH PIER | 487 | 400 | 87 | 381 | 376 | 5 |
| RYE HARBOR | 110 | 105 | 5 | 85 | 99 | (14) |
| HAMPTON HARBOR | 172 | 120 | 52 | 132 | 113 | 19 |
| SKYHAVEN AIRPORT | 69 | 74 | (5) | 54 | 63 | (9) |
| | <u>838</u> | <u>699</u> | <u>139</u> | <u>652</u> | <u>651</u> | <u>1</u> |

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018

(\$ 000's)

| PERSONNEL SERVICES | | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | CURRENT STAFF ANALYSIS (FILLED POSITIONS) AS OF AUGUST 16, 2018 | | | | |
|---------------------------|---------------------------|---------------------|---------------------|-----------------------|---------------------|--|-------------|-------------|-------------|--------------|
| | | | | | | SAL/ BEN | HR/ BEN | HR/ NON | SE | TOTAL |
| | BENEFITED | 3,741 | 3,741 | - | 3,741 | 1.0 | 1.0 | - | - | 2.0 |
| | NONBENEFITED | 676 | 725 | (49) | 725 | - | 17.0 | 1.0 | - | 18.0 |
| | OVERTIME | 327 | 198 | 129 | 198 | 3.0 | 8.0 | 5.0 | - | 16.0 |
| | ACCRUED VACATION AND SICK | - | - | - | - | - | - | 3.0 | - | 3.0 |
| | | 4,744 | 4,664 | 80 | 4,664 | | | | | |
| | FRINGE BENEFITS | | | | | | | | | |
| | HEALTH INSUR | 1,520 | 952 | 568 | 952 | 3.0 | 0.5 | - | - | 3.5 |
| | RETIREMENT | 650 | 528 | 122 | 528 | 1.0 | 2.0 | 1.0 | - | 4.0 |
| | DENTAL INSURANCE | 66 | 62 | 4 | 62 | 2.0 | 2.5 | - | - | 4.5 |
| | LIFE INSURANCE | 26 | 36 | (10) | 36 | 1.0 | 9.0 | 11.0 | 21.0 | 42.0 |
| | | 2,262 | 1,578 | 684 | 1,578 | | | | | |
| | | 7,006 | 6,242 | 764 | 6,242 | 14.0 | 44.0 | 21.0 | 73.0 | 152.0 |

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- CURRENT



TOTAL BENEFITED FILLED POSITIONS
PDA
DIVISION OF PORTS AND HARBORS

48
10

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

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018

(\$ 000's)

| <i>UTILITIES</i> | YEAR TO | YEAR TO | YEAR TO | <i>PROFESSIONAL SERVICES</i> | YEAR TO | YEAR TO | <i>ALL OTHER</i> | YEAR TO | YEAR TO | <i>ADMINISTRATIVE AND GENERAL</i> | YEAR TO | YEAR TO | <i>ALL OTHER</i> | YEAR TO | YEAR TO |
|---------------------|-------------|-------------|-------------|------------------------------|-------------|-------------|------------------|--------------|--------------|-----------------------------------|--------------|--------------|------------------|--------------|--------------|
| | DATE ACTUAL | DATE BUDGET | DATE ACTUAL | | DATE BUDGET | DATE ACTUAL | | DATE BUDGET | DATE ACTUAL | | DATE BUDGET | DATE ACTUAL | | DATE BUDGET | DATE ACTUAL |
| ELECTRICITY | 421 | 420 | 1 | LEGAL | 355 | 500 | FUEL | 652 | 651 | FICA | 346 | 357 | FUEL | 652 | 651 |
| WATER | 80 | 120 | (40) | INFORMATION TECHNOLOGY | 85 | 85 | GOLF MERCHANDISE | 190 | 180 | INSURANCE | 168 | 160 | GOLF MERCHANDISE | 190 | 180 |
| WASTE DISPOSAL | 106 | 100 | 6 | EXTERNAL AUDIT | 66 | 73 | COAST TROLLEY | 120 | 120 | TELEPHONE / COMMUNICATIONS | 110 | 118 | COAST TROLLEY | 120 | 120 |
| NATURAL GAS AND OIL | 72 | 97 | (25) | ALL OTHER- NET | 49 | 23 | GOLF CART LEASE | 109 | 70 | WORKERS' COMPENSATION | 62 | 113 | GOLF CART LEASE | 109 | 70 |
| PROPANE | 34 | 60 | (26) | | 555 | 681 | | 1071 | 1021 | BANK FEES | 96 | 62 | | 1071 | 1021 |
| | 713 | 797 | (84) | | 555 | 681 | | 1,071 | 1,021 | ALL OTHER-NET | 462 | 363 | | 50 | 1,021 |
| | | | | | | | | | | | 1,244 | 1,173 | | (126) | 681 |
| | | | | | | | | | | | 1,244 | 1,173 | | | |

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | |
|------------------------------|------------------------------|---------------------------|-----------------------------|---------------------------|-------------------------------|
| INTEREST EXPENSE | 13 | 16 | (3) | 16 | INTEREST EXPENSE |
| INTEREST INCOME AND OTHER | (23) | (4) | (19) | (4) | YEAR TO DATE FISCAL BUDGET |
| ASSET DISPOSAL-(GAIN) / LOSS | <u>29</u> | = | <u>29</u> | = | PROVIDENT BANK |
| | 19 | 12 | 7 | 12 | CITY OF PORTSMOUTH |
| | | | | | TOTAL |
| | | | | | 13 |
| | | | | | 16 |

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF JUNE 30, 2018

(\$ 000's)

| <u>PROJECT NAME</u> | <u>APPROVAL DATE</u> | <u>TOTAL PROJECT</u> | <u>GRANT AWARD</u> | <u>EXPENDED TO DATE</u> | <u>PDA SHARE</u> | <u>RECEIVED TO DATE</u> | <u>BALANCE DUE PDA</u> | <u>AMOUNT SUBMITTED</u> |
|---|----------------------|----------------------|--------------------|-------------------------|------------------|-------------------------|------------------------|-------------------------|
| PSM OBSTRUCTION DESIGN (SBG 04-2014) | 04-25-14 | 333 | 316 | 265 | (20) | 245 | 44 | 41 |
| PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016) | 03-21-16 | 392 | 373 | 392 | (20) | 307 | 65 | - |
| PSM TERMINAL BATHROOM RENOVATIONS (AIP 56) | 04-21-16 | 546 | 519 | 536 | (27) | 434 | 75 | 75 |
| PSM RUNWAY 16-34 DESIGN (AIP 58) | 05-18-17 | 1,265 | 885 | 471 | (141) | 230 | 168 | - |
| PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60) | 05-18-17 | 1,130 | 1,074 | 531 | (27) | 485 | 285 | - |
| PSM TERMINAL PLANNING STUDY (AIP 61) | 05-18-17 | 393 | 373 | 3 | - | - | 334 | - |
| PSM- AIR NATIONAL GUARD PROJECT | - | 2,500 | 2,500 | 2,322 | - | 2,321 | 1 | - |
| PSM RUNWAY REIMBUR AGREEMENT (AIP 59) | 08-23-17 | 931 | 885 | 34 | (2) | 29 | 3 | - |
| PSM TERMINAL BUILDING EXPANSION | 11-01-18 | 1,730 | 1,644 | 725 | 36 | - | 689 | - |
| DAW SNOW REMOVAL EQUIP (SBG 08-2017) | 05-18-17 | 503 | 478 | 7 | - | 7 | 463 | - |
| DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016) | 09-22-16 | 1,830 | 1,738 | 1,435 | (72) | 1,363 | - | - |
| DPH UPGRADE PORT SECURITY AND SOFTWARE | - | 59 | 59 | 47 | (2) | - | 45 | - |
| DPH DESIGN BARGE DOCK REPLACEMENT | - | - | - | 31 | - | 11 | 20 | 20 |
| | | | | | | | 2,192 | 136 |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-17 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 06-30-18 |
|---|---------------------|---------------------------|------------------------------|-------------------------|---------------------|
| PORTSMOUTH AIRPORT (PSM) | | | | | |
| RUNWAY 16-34 DESIGN (AIP 58) | 96 | 565 | - | 565 | 661 |
| SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016) | 348 | 44 | (392) | (348) | - |
| TERMINAL SEATING AND TABLES | 38 | 6 | (44) | (38) | - |
| TERMINAL PLANNING STUDY (AIP 61) | 3 | 348 | - | 348 | 351 |
| AIR NATIONAL GUARD TAXIWAY | - | 2,440 | (2,440) | - | - |
| OBSTRUCTION REMOVAL DESIGN / CONSTRUCTION (AIP 60) | - | 891 | (890) | 1 | 1 |
| PSM RUNWAY REIMBUR AGREEMENT (AIP 59) | - | 34 | (34) | - | - |
| TERMINAL BUILDING EXPANSION | - | 725 | - | 725 | 725 |
| REPLACE TERMINAL RTU'S | - | 180 | - | 180 | 180 |
| LED TERMINAL LIGHTING | - | 28 | (28) | - | - |
| FARGO LAMINATION PRINTER | - | 11 | (11) | - | - |
| ATCT WINDOW SHADES | - | 8 | (8) | - | - |
| OBSTRUCTION DESIGN (SBG 04-2014) | - | 46 | (46) | - | - |
| TERMINAL RESTROOM RENOVATIONS (AIP 56) | - | 8 | (8) | - | - |
| | 485 | 5,334 | (3,901) | 1,433 | 1,918 |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

| <u>PROJECT NAME</u> | BALANCE AT 06-30-17 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 06-30-18 |
|--|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| SKYHAVEN AIRPORT (DAW) | | | | | |
| TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016) | 797 | 669 | (1,466) | (797) | - |
| SNOW REMOVAL EQUIPMENT (SBG 08-2017) | 4 | 491 | (495) | (4) | - |
| LED LIGHT REPLACEMENT / POLE PAINTING | - | 26 | (26) | - | - |
| RUNWAY RECONSTRUCTION DESIGN | = | 7 | (7) | = | = |
| | <u>801</u> | <u>1,193</u> | <u>(1,994)</u> | <u>(801)</u> | <u>=</u> |
| MAINTENANCE | | | | | |
| SIDEWALK TRACTOR | = | <u>105</u> | <u>(105)</u> | = | = |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-17 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 06-30-18 |
|-------------------------------------|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| GOLF COURSE | | | | | |
| WELL VIABILITY STUDY | 1 | (1) | - | (1) | - |
| GOLF CART BRIDGE REPLACEMENT | - | 182 | (182) | - | - |
| TORO FAIRWAY MOWER | - | 60 | (60) | - | - |
| CLUBHOUSE / RESTAURANT ENHANCEMENTS | - | 26 | (26) | - | - |
| SIMULATOR EQUIPMENT | - | 2 | - | 2 | 2 |
| | <u>1</u> | <u>269</u> | <u>(268)</u> | <u>1</u> | <u>2</u> |
| ADMINISTRATION | | | | | |
| PAYROLL KIOSKS | - | 9 | (9) | - | - |
| WEBSITE REDESIGN PROJECT | - | 29 | - | 29 | 29 |
| COMPUTER REPLACEMENTS | - | 15 | (15) | - | - |
| | <u>-</u> | <u>53</u> | <u>(24)</u> | <u>29</u> | <u>29</u> |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-17 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 06-30-18 |
|---|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| DIVISION OF PORTS AND HARBORS (DPH) | | | | | |
| FASTLANE GRANT APPLICATION | 11 | - | - | - | 11 |
| UPGRADE PORT SECURITY AND SOFTWARE | 5 | 42 | - | 42 | 47 |
| PORTSMOUTH FISH PIER INSPECTION | - | 25 | (25) | - | - |
| PORTSMOUTH FISH PIER ELECTRICAL DESIGN | - | 20 | (20) | - | - |
| RYE HARBOR STORM DAMAGE | - | 36 | (36) | - | - |
| RYE FUEL SYSTEM REPLACEMENT | - | 19 | (19) | - | - |
| FUNCTIONAL REPLACEMENT- BARGE DOCK | - | 21 | - | 21 | 21 |
| SECURITY LIGHTING UPGRADE | - | 15 | (15) | - | - |
| DESIGN BARGE DOCK REPLACEMENT | - | 11 | (11) | - | - |
| EVINRUDE ENGINE- 115 HP | - | 8 | (8) | - | - |
| VESSEL SERVICE POWER REPLACEMENT | - | 86 | (86) | - | - |
| PORTSMOUTH FISH PIER ICE MACHINE COMPRESSOR | - | 10 | (10) | - | - |
| SECURITY AND FIRE ALARM MONITORING SYSTEM | - | 1 | (1) | - | - |
| | <u>16</u> | <u>294</u> | <u>(231)</u> | <u>63</u> | <u>79</u> |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONCLUDED):

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-17 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 06-30-18 |
|---|---------------------|---------------------------|------------------------------|-------------------------|---------------------|
| TRADEPORT | | | | | |
| SECURITY AND FIRE ALARM MONITORING SYSTEM | = | 9 | (9) | = | = |
| TOTAL | 1,303 | 7,257 | 6,533 | 724 | 2,027 |

LONG TERM LIABILITIES AS OF JUNE 30, 2018

(\$ 000's)

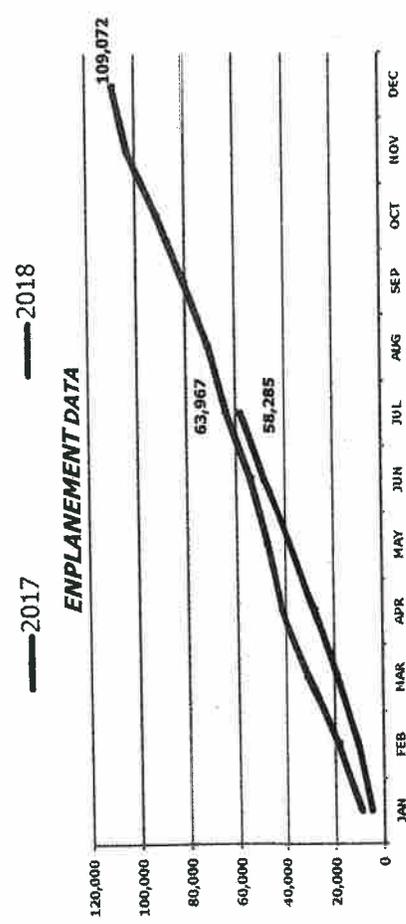
SCHEDULE OF LONG TERM LIABILITY REPAYMENT

| | CURRENT PORTION | LONG TERM PORTION | TOTAL AMOUNT DUE | | |
|---|-----------------|-------------------|------------------|----------------------------|------------------------|
| STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM | 91 | 364 | 455 | | |
| CITY OF PORTSMOUTH-WATER POLLUTION CONTROL NOTE @ 4.50% | 116 | 116 | 232 | | |
| ACCRUED SICK LIABILITY | - | 96 | 96 | | |
| | <u>207</u> | <u>576</u> | <u>783</u> | | |
| | | | | CITY OF PORTSMOUTH | STATE OF NEW HAMPSHIRE |
| | | | | 116 | - |
| | | | | 116 | 91 |
| | | | | 116 | 91 |
| | | | | - | 91 |
| | | | | - | 91 |
| | | | | - | 91 |
| | | | | 348 | 455 |
| | | | | (116) | - |
| | | | | <u>232</u> | <u>455</u> |
| | | | | PAID IN FY 2018 | |

STATEMENT OF OPERATIONS FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------|---------------------|-----------------------|--------------------|
| OPERATING REVENUES | 1,088 | 1,014 | 74 | 1,014 |
| FACILITIES RENTAL | 790 | 800 | (10) | 801 |
| CONCESSION REVENUES | 69 | 7 | 62 | 7 |
| FEE REVENUES | 172 | 141 | 31 | 141 |
| ALL OTHER | 57 | 66 | (9) | 65 |
| | 1,088 | 1,014 | 74 | 1,014 |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS | 1,005 | 959 | 46 | 959 |
| BUILDINGS AND FACILITIES MAINTENANCE | 777 | 1,156 | (379) | 1,156 |
| GENERAL AND ADMINISTRATIVE | 336 | 246 | 90 | 246 |
| UTILITIES | 340 | 322 | 18 | 322 |
| PROFESSIONAL SERVICES | - | - | - | - |
| MARKETING AND PROMOTION | 57 | 18 | 39 | 18 |
| ALL OTHER | - | - | - | - |
| | 2,515 | 2,701 | (186) | 2,701 |
| OPERATING INCOME | (1,427) | (1,687) | 260 | (1,687) |
| NONOPERATING (INCOME) AND EXPENSE | | | | |
| DEPRECIATION | 3,365 | 3,800 | (435) | 3,800 |
| NET OPERATING INCOME | (4,792) | (5,487) | (695) | (5,487) |



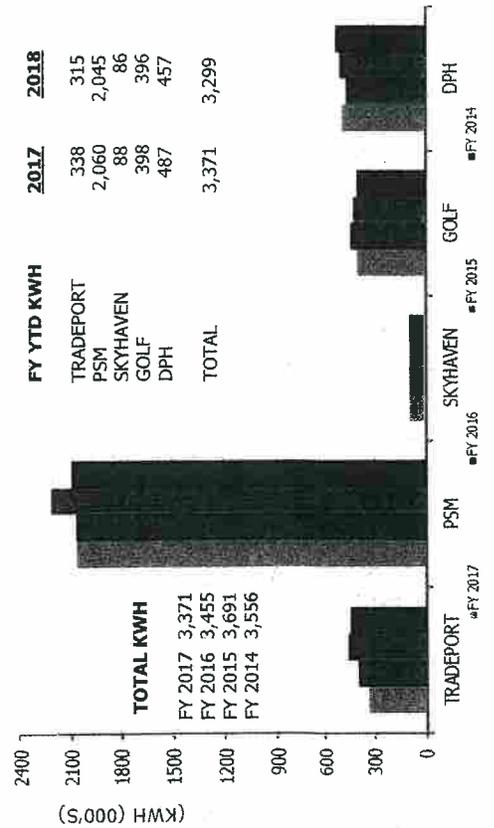
STATEMENT OF OPERATIONS FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018 TRADEPORT

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------|---------------------|-----------------------|--------------------|
| OPERATING REVENUES | 8,361 | 8,367 | (6) | 8,368 |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - |
| BUILDINGS AND FACILITIES MAINTENANCE | 155 | 313 | (158) | 313 |
| GENERAL AND ADMINISTRATIVE | 54 | 46 | 8 | 46 |
| UTILITIES | 106 | 132 | (26) | 133 |
| PROFESSIONAL SERVICES | - | - | - | - |
| MARKETING AND PROMOTION | - | - | - | - |
| ALL OTHER | 120 | 120 | - | 120 |
| OPERATING INCOME | 7,926 | 7,756 | 170 | 7,756 |
| NONOPERATING (INCOME) AND EXPENSE | 27 | - | 27 | - |
| DEPRECIATION | 775 | 816 | (41) | 816 |
| NET OPERATING INCOME | 7,124 | 6,940 | 184 | 6,940 |

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|---------------------------|---------------------|---------------------|-----------------------|--------------------|
| OPERATING REVENUES | 8,015 | 8,121 | (106) | 8,121 |
| RENTAL OF FACILITIES | 346 | 246 | 100 | 247 |
| ALL OTHER | 8,361 | 8,367 | (6) | 8,368 |

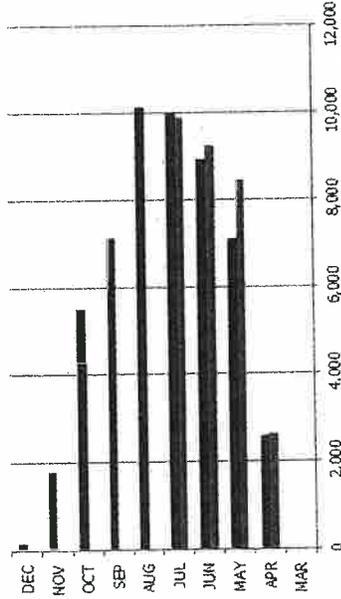
KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



KEY GOLF COURSE BENCHMARKING DATA

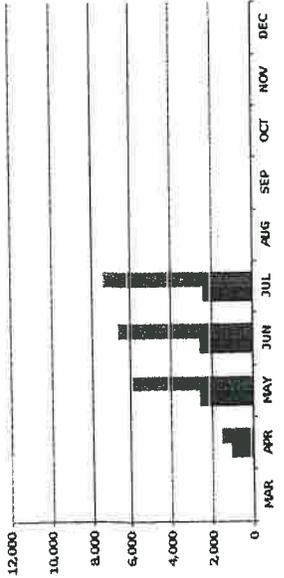
| | GOLF SIMULATOR REVENUES | | GRILL 28 GROSS SALES | |
|-----------|-------------------------|------------|----------------------|--------------|
| | FY 2017 | FY 2018 | FY 2017 | FY 2018 |
| JULY | \$ 148 | \$ 253 | \$ 183,674 | \$ 195,199 |
| AUGUST | 64 | 992 | 191,472 | 210,451 |
| SEPTEMBER | - | 251 | 160,353 | 178,766 |
| OCTOBER | 3,827 | 3,135 | 122,716 | 156,482 |
| NOVEMBER | 12,420 | 14,913 | 88,068 | 98,447 |
| DECEMBER | 21,198 | 18,951 | 108,400 | 115,699 |
| JANUARY | 28,021 | 23,260 | 91,004 | 100,736 |
| FEBRUARY | 23,123 | 23,406 | 82,539 | 95,902 |
| MARCH | 25,130 | 23,198 | 86,387 | 86,828 |
| APRIL | 9,270 | 10,006 | 118,351 | 127,356 |
| MAY | 1,345 | 841 | 172,014 | 194,537 |
| JUNE | 253 | 97 | 204,313 | 248,212 |
| | \$ 124,799 | \$ 119,353 | \$ 1,659,595 | \$ 1,808,615 |

ROUNDS OF GOLF PLAYED (SEASON)



| | 2018 YTD | 2017 YTD | 2018 SEASON | 2017 SEASON |
|---------------|----------|----------|-------------|-------------|
| ROUNDS PLAYED | 30,213 | 28,549 | 53,234 | 53,234 |
| RAIN DAYS | 30 | 37 | 52 | 52 |

2018 MEMBER / NONMEMBER ROUNDS (SEASON)



| | 2018 ROUNDS-SEASON | 2017 ROUNDS-SEASON |
|-----------|--------------------|--------------------|
| MEMBER | 8,696 | 8,696 |
| NONMEMBER | 21,517 | 21,517 |
| TOTAL | 30,213 | 30,213 |

| | 2018 ROUNDS-SEASON | 2017 ROUNDS-SEASON |
|-----------|--------------------|--------------------|
| MEMBER | 7,708 | 7,708 |
| NONMEMBER | 20,841 | 20,841 |
| TOTAL | 28,549 | 28,549 |

| CLUB/ COURSE FUNCTIONS | FY 2018 YTD | FY 2017 YTD |
|------------------------|-------------|-------------|
| GROUPS 12-40 | 48,303 | 43,245 |
| TOURNAMENT PLAY | 216,211 | 161,338 |
| LEAGUES | 101,348 | 106,115 |
| FOOD AND ROOM FEES | 268,933 | 206,411 |

STATEMENT OF OPERATIONS FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET | OPERATING REVENUES | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|--|---------------------------|---------------------------|-----------------------------|--------------------------|
| OPERATING REVENUES | <u>2,528</u> | <u>2,220</u> | <u>308</u> | <u>2,220</u> | FACILITY RENTALS | 694 | 691 | 3 | 691 |
| OPERATING EXPENSES | | | | | CONCESSION REVENUE | 3 | 6 | (3) | 6 |
| PERSONNEL SERVICES AND BENEFITS | 1,248 | 999 | 249 | 999 | FEE REVENUE | | | | |
| BUILDINGS AND FAC AND MAINTENANCE | 254 | 207 | 47 | 207 | MOORING FEES | 333 | 325 | 8 | 325 |
| GENERAL AND ADMINISTRATIVE | 154 | 183 | (29) | 183 | PARKING | 119 | 116 | 3 | 116 |
| UTILITIES | 112 | 116 | (4) | 116 | REGISTRATIONS | 142 | 150 | (8) | 150 |
| PROFESSIONAL SERVICES | 16 | 26 | (10) | 26 | WHARF / DOCK | <u>309</u> | <u>214</u> | <u>95</u> | <u>214</u> |
| MARKETING AND PROMOTION | - | 2 | (2) | 2 | FUEL SALES | <u>903</u> | <u>805</u> | <u>98</u> | <u>805</u> |
| ALL OTHER - FUEL | 599 | 588 | 11 | 588 | ALL OTHER | 159 | 93 | 66 | 93 |
| | <u>2,383</u> | <u>2,121</u> | <u>262</u> | <u>2,121</u> | TOTAL | <u>2,528</u> | <u>2,220</u> | <u>308</u> | <u>2,220</u> |
| OPERATING INCOME | 145 | 99 | 46 | 99 | BUSINESS UNIT ANALYSIS | | | | |
| NONOPERATING (INCOME) AND EXPENSE | (2) | (1) | (1) | (1) | HAMPTON HARBOR | 245 | 244 | 1 | 245 |
| DEPRECIATION | 707 | 741 | (34) | 741 | RYE HARBOR | 187 | 187 | 0 | 187 |
| NET OP INCOME | (560) | (641) | 81 | (641) | PORTSMOUTH FISH PIER | 478 | 478 | 0 | 478 |
| | | | | | MARKET STREET | 449 | 1,030 | (581) | 449 |
| | | | | | HARBOR MANAG | 450 | 476 | (26) | 450 |
| | | | | | ADMIN | 540 | 540 | 0 | 540 |
| | | | | | OPERATING INCOME | (34) | 57 | 581 | 26 |
| | | | | | OPERATING EXPENSES (EXCLUDING DEPRECIATION) | (34) | 57 | 581 | (522) |

**STATEMENT OF OPERATIONS FOR THE TWELVE MONTH
PERIOD ENDING JUNE 30, 2018
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

(\$ 000's)

| | YEAR TO DATE ACTUAL | | YEAR TO DATE BUDGET | | CURRENT YEAR VARIANCE | | YEAR TO DATE BUDGET | | CURRENT YEAR VARIANCE | | FISCAL YEAR BUDGET | |
|--|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|--------------------|--------------------|-----|
| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET | | |
| HARBOR DREDGING | | | | | | | | | | | | |
| OPERATING REVENUES | 123 | 107 | 16 | 107 | | | | 5 | 5 | | | 5 |
| OPERATING EXPENSES | | | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES MAINTENANCE | 41 | 50 | (9) | 50 | | | 30 | - | - | 30 | - | - |
| GENERAL AND ADMINISTRATIVE | 8 | - | 8 | - | | | - | - | 1 | (1) | - | 1 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - | - | - |
| MARKETING AND PROMOTION | - | - | - | - | - | - | 11 | 8 | 3 | 8 | | 8 |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - | - | - |
| | 49 | 50 | (1) | 50 | | | 41 | 9 | 32 | 9 | | 9 |
| OPERATING INCOME | 74 | 57 | 17 | 57 | | | (36) | (4) | (32) | (4) | | (4) |
| NONOPERATING (INCOME) AND EXPENSE | (1) | (1) | - | (1) | | | - | - | - | - | | - |
| DEPRECIATION | 68 | 65 | 3 | 65 | | | - | - | - | - | | - |
| NET OPERATING INCOME | 7 | (7) | 14 | (7) | | | (36) | (4) | (32) | (4) | | (4) |

STATEMENT OF OPERATIONS FOR THE TWELVE MONTH PERIOD ENDING JUNE 30, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000'S)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET | |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|-------------|
| REVOLVING LOAN FUND | 48 | 48 | - | 48 | |
| OPERATING REVENUES | 48 | 48 | - | 48 | |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | 48 |
| BUILDINGS AND FACILITIES MAINTENANCE | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | 1 | - | 1 | - | - |
| UTILITIES | - | - | - | - | - |
| PROFESSIONAL SERVICES | 32 | 22 | 10 | 22 | - |
| MARKETING AND PROMOTION | - | - | - | - | - |
| ALL OTHER | - | - | - | - | - |
| OPERATING INCOME | <u>33</u> | <u>22</u> | <u>11</u> | <u>22</u> | <u>96.0</u> |
| NONOPERATING (INCOME) AND EXPENSE | 15 | 26 | (11) | 26 | 21.0 |
| DEPRECIATION | - | - | - | - | - |
| NET OPERATING INCOME | <u>15</u> | <u>26</u> | <u>(11)</u> | <u>26</u> | <u>21.0</u> |

REVOLVING LOAN FUND RECONCILIATION

| | BALANCE AT 06-30-2017 | BALANCE AT 06-30-2018 |
|--|--------------------------|--------------------------|
| CASH BALANCES | | |
| GENERAL FUNDS | 111 | 48 |
| SEQUESTERED FUNDS | - | - |
| LOANS OUTSTANDING | <u>111</u> | <u>48</u> |
| CURRENT | 132 | 142 |
| LONG TERM | 940 | 1,010 |
| CAPITAL UTILIZATION RATE- % (*) | <u>90.6</u> | <u>96.0</u> |
| FUND EXCESS (DEFICIENCY)- % (*) | <u>15.6</u> | <u>21.0</u> |

(*) EXCLUDES SEQUESTERED FUNDS.

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

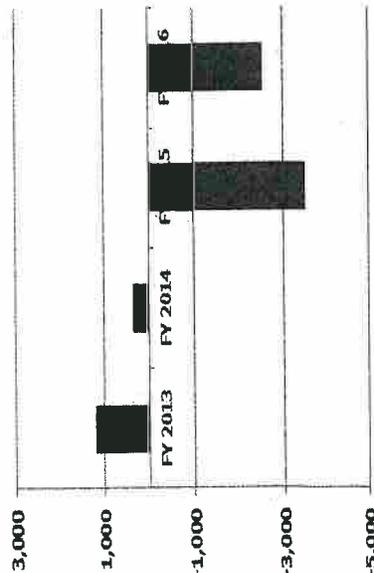
(\$ 000's)

| | JUN 30 2017 | JUN 30 2018 | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|--|----------------|
| ASSETS | | | LIABILITIES 1,340 | |
| CURRENT ASSETS | | | CURRENT LIABILITIES | |
| CASH AND EQUIVALENTS | 3,256 | 5,197 | ACCOUNTS PAYABLE | 1,231 |
| ACCOUNTS RECEIVABLE- NET | 1,258 | 2,547 | ACCOUNTS PAYABLE- CONSTRUCTION | 888 |
| OTHER ASSETS | 493 | 454 | UNEARNED REVENUE | 408 |
| TOTAL CURRENT ASSETS | 5,007 | 8,198 | REVOLVING LOC FACILITY | - |
| RESTRICTED ASSETS | | | CURRENT PORTION- LT LIABILITIES | 116 |
| CASH AND EQUIVALENTS | - | - | TOTAL CURRENT LIABILITIES | 2,642 |
| ACCOUNTS RECEIVABLES- NET | - | - | NONCURRENT LIABILITIES | |
| TOTAL RESTRICTED ASSETS | - | - | NET PENSION LIABILITY | 4,355 |
| CAPITAL ASSETS | | | OTHER LT LIABILITIES | 445 |
| LAND, BUILDINGS AND EQUIPMENT | 54,127 | 55,335 | TOTAL LIABILITIES | 7,313 |
| CONSTRUCTION IN PROCESS (PAGES #10-#14) | 1,287 | 1,947 | DEFERRED INFLOWS OF RESOURCES | |
| TOTAL ASSETS | 55,414 | 57,282 | PENSION | 162 |
| DEFERRED OUTFLOWS OF RESOURCES | 60,421 | 65,480 | NET POSITION | |
| PENSION | 1,380 | 927 | NET INVESTMENT IN CAPITAL ASSETS | 54,178 |
| | | | RESTRICTED FOR: | |
| | | | REVOLVING LOAN FUND | - |
| | | | HARBOR DREDGING | - |
| | | | FOREIGN TRADE ZONE | - |
| | | | UNRESTRICTED | 148 |
| | | | TOTAL NET POSITION | 57,448 |

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT NONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- ACCRUED PENSION LIABILITY FOR JUNE 30, 2018 REDUCED BY \$504
- 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)

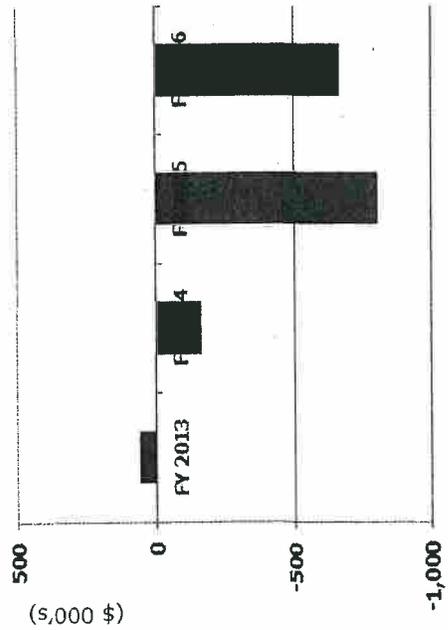
| LIABILITIES | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|
| CURRENT LIABILITIES | | |
| ACCOUNTS PAYABLE | 233 | 265 |
| ACCOUNTS PAYABLE- CONSTRUCTION | - | - |
| UNEARNED REVENUE | 291 | 271 |
| REVOLVING LOC FACILITY | - | - |
| CURRENT PORTION- LT LIABILITIES | - | 29 |
| TOTAL CURRENT LIABILITIES | 524 | 565 |
| NONCURRENT LIABILITIES | | |
| NET PENSION LIABILITY | 1,135 | 1,034 |
| OTHER LT LIABILITIES | 22 | 131 |
| TOTAL LIABILITIES | 1,681 | 1,730 |
| DEFERRED INFLOWS OF RESOURCES | | |
| PENSION | 47 | 64 |
| NET POSITION | | |
| NET INVESTMENT IN CAPITAL ASSETS | 9,588 | 8,351 |
| RESTRICTED FOR: | | |
| REVOLVING LOAN FUND | - | - |
| HARBOR DREDGING | - | - |
| FOREIGN TRADE ZONE | - | - |
| UNRESTRICTED | (500) | 248 |
| TOTAL NET POSITION | 9,089 | 8,599 |

| ASSETS | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|
| CURRENT ASSETS | | |
| CASH AND EQUIVALENTS | 776 | 936 |
| ACCOUNTS RECEIVABLE- NET | 66 | 199 |
| OTHER ASSETS | 45 | 48 |
| TOTAL CURRENT ASSETS | 887 | 1,183 |
| RESTRICTED ASSETS | | |
| CASH AND EQUIVALENTS | - | - |
| ACCOUNTS RECEIVABLES- NET | - | - |
| TOTAL RESTRICTED ASSETS | - | - |
| CAPITAL ASSETS | | |
| LAND, BUILDINGS AND EQUIPMENT | 9,572 | 8,902 |
| CONSTRUCTION IN PROCESS (PAGES #10-#14) | 16 | 79 |
| TOTAL ASSETS | 9,588 | 8,981 |
| DEFERRED OUTFLOWS OF RESOURCES | 10,475 | 10,164 |
| PENSION | 342 | 229 |

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS AND ACCRUED PENSION LIABILITY.
- \$ 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 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

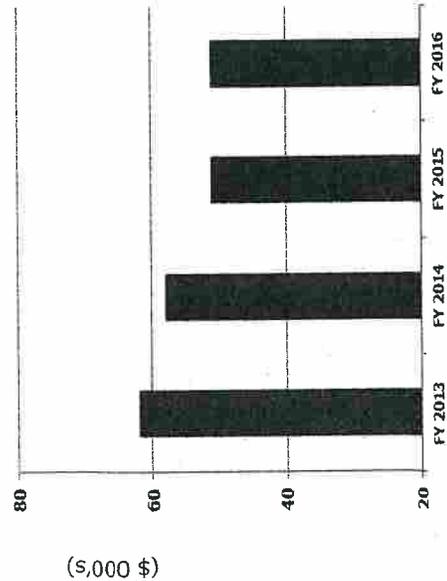
(\$ 000's)

| | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| CASH AND EQUIVALENTS | - | - |
| ACCOUNTS RECEIVABLE- NET | - | - |
| OTHER ASSETS | - | - |
| TOTAL CURRENT ASSETS | = | = |
| RESTRICTED ASSETS | | |
| CASH AND EQUIVALENTS | 47 | 10 |
| ACCOUNTS RECEIVABLES- NET | - | - |
| TOTAL RESTRICTED ASSETS | 47 | 10 |
| CAPITAL ASSETS | | |
| LAND, BUILDINGS AND EQUIPMENT | - | - |
| CONSTRUCTION IN PROCESS (PAGES #10-#14) | - | - |
| TOTAL ASSETS | 47 | 10 |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| PENSION | - | - |
| LIABILITIES | | |
| CURRENT LIABILITIES | | |
| ACCOUNTS PAYABLE | - | - |
| ACCOUNTS PAYABLE- CONSTRUCTION | - | - |
| UNEARNED REVENUE | - | - |
| REVOLVING LOC FACILITY | - | - |
| CURRENT PORTION- LT LIABILITIES | - | - |
| TOTAL CURRENT LIABILITIES | = | = |
| NONCURRENT LIABILITIES | | |
| NET PENSION LIABILITY | - | - |
| OTHER LT LIABILITIES | - | - |
| TOTAL LIABILITIES | = | = |
| DEFERRED INFLOWS OF RESOURCES | | |
| PENSION | - | - |
| NET POSITION | | |
| NET INVESTMENT IN CAPITAL ASSETS | - | - |
| RESTRICTED FOR: | | |
| REVOLVING LOAN FUND | - | - |
| HARBOR DREDGING | - | - |
| FOREIGN TRADE ZONE | 47 | 10 |
| UNRESTRICTED | - | - |
| TOTAL NET POSITION | 47 | 10 |

DISCUSSION AND ANALYSIS

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION
AT JUNE 30**



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

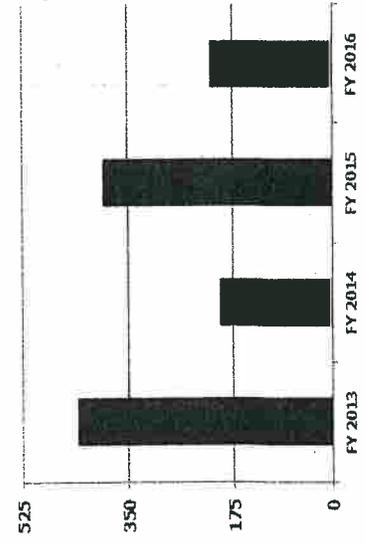
(\$ 000's)

| | JUN 30 2017 | JUN 30 2018 | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|----------------|----------------|
| ASSETS | | | | |
| CURRENT ASSETS | | | | |
| CASH AND EQUIVALENTS | - | - | - | - |
| ACCOUNTS RECEIVABLE- NET | - | - | - | - |
| OTHER ASSETS | - | - | - | - |
| TOTAL CURRENT ASSETS | - | - | - | - |
| RESTRICTED ASSETS | | | | |
| CASH AND EQUIVALENTS | 537 | 431 | 537 | 431 |
| ACCOUNTS RECEIVABLES- NET | 4 | 1 | 4 | 1 |
| TOTAL RESTRICTED ASSETS | <u>541</u> | <u>432</u> | <u>541</u> | <u>432</u> |
| CAPITAL ASSETS | | | | |
| LAND, BUILDINGS AND EQUIPMENT | 668 | 793 | 668 | 793 |
| CONSTRUCTION IN PROCESS (PAGES #10-#14) | - | - | - | - |
| TOTAL ASSETS | <u>1,209</u> | <u>1,225</u> | <u>1,209</u> | <u>1,225</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | | |
| PENSION | - | - | - | - |
| LIABILITIES | | | | |
| CURRENT LIABILITIES | | | | |
| ACCOUNTS PAYABLE | 253 | - | 253 | - |
| ACCOUNTS PAYABLE- CONSTRUCTION | - | - | - | - |
| UNEARNED REVENUE | - | - | - | - |
| REVOLVING LOC FACILITY | - | - | - | - |
| CURRENT PORTION- LT LIABILITIES | - | - | - | - |
| TOTAL CURRENT LIABILITIES | <u>253</u> | <u>261</u> | <u>253</u> | <u>261</u> |
| NONCURRENT LIABILITIES | | | | |
| NET PENSION LIABILITY | - | - | - | - |
| OTHER LT LIABILITIES | - | - | - | - |
| TOTAL LIABILITIES | <u>253</u> | <u>261</u> | <u>253</u> | <u>261</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| PENSION | - | - | - | - |
| NET POSITION | | | | |
| NET INVESTMENT IN CAPITAL ASSETS | 668 | 794 | 668 | 794 |
| RESTRICTED FOR: | | | | |
| REVOLVING LOAN FUND | - | - | - | - |
| HARBOR DREDGING | 288 | 180 | 288 | 180 |
| FOREIGN TRADE ZONE | - | - | - | - |
| UNRESTRICTED | - | - | - | - |
| TOTAL NET POSITION | <u>956</u> | <u>964</u> | <u>956</u> | <u>964</u> |

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS OR REPAIRS AND MAINTENANCE FOR PORT OPERATIONS. FOR FY 2018:
 - VESSEL SERVICE POWER REPLAC 94
 - RYE STORM DAMAGE 36
 - PPP FISH PIER INSPECTION 25
 - PPP ELECTRICAL DESIGN 21
 - SECURITY LIGHTING UPGRADE 15
 - PPP ICE COMPRESSOR REPAIR 9
 - ALL OTHER 41

**NET RESTRICTED POSITION
AT JUNE 30**



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

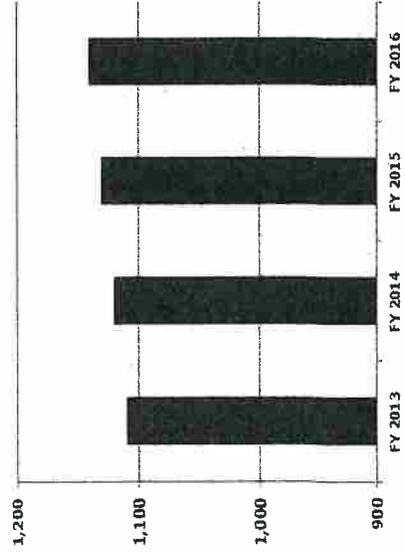
(\$ 000's)

| | JUN 30 2017 | JUN 30 2018 | JUN 30 2017 | JUN 30 2018 |
|--|----------------|----------------|----------------|----------------|
| ASSETS | | | | |
| CURRENT ASSETS | | | | |
| CASH AND EQUIVALENTS | - | - | 1 | 2 |
| ACCOUNTS RECEIVABLE- NET | - | - | - | - |
| OTHER ASSETS | - | - | - | - |
| TOTAL CURRENT ASSETS | - | - | - | - |
| RESTRICTED ASSETS | | | | |
| CASH AND EQUIVALENTS | 111 | 48 | 1 | 2 |
| ACCOUNTS RECEIVABLES- NET | 1,072 | 1,152 | - | - |
| TOTAL RESTRICTED ASSETS | <u>1,183</u> | <u>1,200</u> | <u>1</u> | <u>2</u> |
| CAPITAL ASSETS | | | | |
| LAND, BUILDINGS AND EQUIPMENT | - | - | - | - |
| CONSTRUCTION IN PROCESS (PAGES #10-#14) | - | - | - | - |
| TOTAL ASSETS | <u>1,183</u> | <u>1,200</u> | <u>1,182</u> | <u>1,198</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | | |
| PENSION | - | - | - | - |
| LIABILITIES | | | | |
| CURRENT LIABILITIES | | | | |
| ACCOUNTS PAYABLE | - | - | - | - |
| ACCOUNTS PAYABLE- CONSTRUCTION | - | - | - | - |
| UNEARNED REVENUE | - | - | - | - |
| REVOLVING LOC FACILITY | - | - | - | - |
| CURRENT PORTION- LT LIABILITIES | - | - | - | - |
| TOTAL CURRENT LIABILITIES | <u>1</u> | <u>2</u> | <u>1</u> | <u>2</u> |
| NONCURRENT LIABILITIES | | | | |
| NET PENSION LIABILITY | - | - | - | - |
| OTHER LT LIABILITIES | - | - | - | - |
| TOTAL LIABILITIES | <u>1</u> | <u>2</u> | <u>1</u> | <u>2</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| PENSION | - | - | - | - |
| NET POSITION | | | | |
| NET INVESTMENT IN CAPITAL ASSETS | - | - | - | - |
| RESTRICTED FOR: | | | | |
| REVOLVING LOAN FUND | - | - | 1,182 | 1,198 |
| HARBOR DREDGING | - | - | - | - |
| FOREIGN TRADE ZONE | - | - | - | - |
| UNRESTRICTED | - | - | - | - |
| TOTAL NET POSITION | <u>1,182</u> | <u>1,198</u> | <u>1,182</u> | <u>1,198</u> |

DISCUSSION AND ANALYSIS

- IN JULY 2018, EDA AWARDS PDA WITH INITIAL RISK RATING OF "A" (HIGHEST).
- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- CURRENT REGULATORY CLIMATE DOES HOWEVER POTENTIALLY CHALLENGE THE DEMAND FOR FUTURE LOANS AND POTENTIALLY, REPAYMENT OF CURRENT LOANS OUTSTANDING.

NET RESTRICTED POSITION AT JUNE 30



CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING MAY 31, 2019

**BOARD OF DIRECTOR'S MEETING
SEPTEMBER 20, 2018**



PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW (EXCLUDING DIVISION OF PORTS AND HARBORS) SEPTEMBER 1, 2018 TO MAY 31, 2019

(\$ 000's)

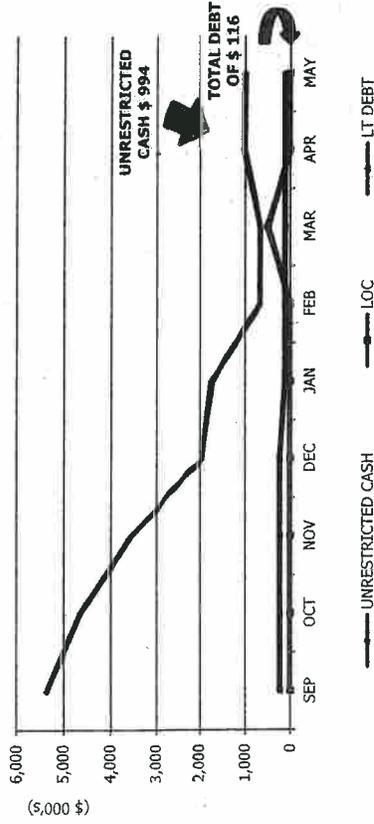
| | AMOUNT |
|---|----------------|
| OPENING FUND BALANCE | 5,232 |
| SOURCES OF FUNDS | |
| TRADEPORT TENANTS | 6,265 |
| GRANT AWARDS (SEE PAGE #8) | 3,138 |
| MUNICIPAL SERVICE FEE (COP)- NET | 1,274 |
| PORTSMOUTH AIRPORT- LEASES, FUEL FLOWAGE FEES AND PAY FOR PARKING | 1,065 |
| GOLF COURSE FEE AND CONCESSION REVENUES | 955 |
| SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES | 131 |
| EXTERNAL BANK WORKING CAPITAL- NET | - |
| | <u>12,828</u> |
| USES OF FUNDS | |
| CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7) | 6,419 |
| PERSONNEL SERVICES AND BENEFITS | 4,870 |
| OPERATING EXPENSES | 3,030 |
| CAPITAL EXPENDITURES- GRANT (SEE PAGE #4) | 2,620 |
| LONG TERM DEBT RETIREMENT | 127 |
| | <u>17,066</u> |
| NET CASH FLOW | (4,238) |
| CLOSING FUND BALANCE | 994 |

DISCUSSION

AT THIS TIME, THE PDA **DOES** ANTICIPATE THE NEED TO UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS INCLUSIVE OF THE PSM TERMINAL EXPANSION 2) ACCURACY OF THE CAPITAL EXPENDITURE AND REIMBURSEMENT FORECAST AND 3) TRADEPORT REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



| TOTAL FUND BALANCES | BALANCE AT 08-31-2018 | BALANCE AT 06-30-2018 |
|---------------------|-----------------------|-----------------------|
| PDA UNRESTRICTED | 5,232 | 5,162 |
| PDA DESIGNATED | 19 | 19 |
| TOTAL | 5,251 | 5,181 |

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--------------------------------------|--------------|--------------|----------------|----------------|--------------|----------------|--------------|--------------|--------------|----------------|
| OPENING FUND BALANCE | 5,232 | 5,352 | 4,646 | 3,552 | 1,925 | 1,717 | 680 | 674 | 1,014 | 5,232 |
| SOURCES OF FUNDS | | | | | | | | | | |
| TRADEPORT TENANTS | 685 | 685 | 705 | 690 | 695 | 695 | 700 | 700 | 710 | 6,265 |
| GRANT AWARDS (SEE PAGE #8) | 245 | 380 | - | 758 | 655 | 90 | - | 1,010 | - | 3,138 |
| MUNICIPAL SERVICE FEE | 250 | 250 | 375 | 250 | 250 | 375 | 250 | 250 | 375 | 2,625 |
| GOLF COURSE | 180 | 170 | 50 | 50 | 80 | 120 | 120 | 90 | 95 | 955 |
| PORTSMOUTH AIRPORT | 45 | 45 | 50 | 45 | 45 | 50 | 45 | 45 | 50 | 420 |
| FUEL FLOWAGE FEES- PSM | 30 | 30 | 35 | 35 | 40 | 40 | 40 | 40 | 40 | 330 |
| PAY FOR PARKING- PSM | - | - | - | - | 65 | 65 | 65 | 60 | 60 | 315 |
| SKYHAVEN AIRPORT | 15 | 15 | 14 | 15 | 14 | 14 | 14 | 15 | 15 | 131 |
| WORKING CAPITAL RLOC- NET | - | - | - | - | - | - | 500 | (500) | - | - |
| | 1,450 | 1,575 | 1,229 | 1,843 | 1,844 | 1,449 | 1,734 | 1,710 | 1,345 | 14,179 |
| USE OF FUNDS | | | | | | | | | | |
| CAPITAL- NONGRANT (SEE PAGES #5-#7) | 320 | 1,211 | 943 | 735 | 520 | 1,045 | 645 | 500 | 500 | 6,419 |
| PERSONNEL SERVICES AND BENEFITS | 540 | 525 | 515 | 530 | 545 | 550 | 565 | 550 | 550 | 4,870 |
| OPERATING EXPENSES | 350 | 300 | 315 | 515 | 300 | 310 | 305 | 320 | 315 | 3,030 |
| CAPITAL- GRANT RELATED (SEE PAGE #4) | 120 | 245 | 550 | 360 | 560 | 560 | 225 | - | - | 2,620 |
| MUNICIPAL SERVICE FEE | - | - | - | 1,330 | - | 21 | - | - | - | 1,351 |
| LONG TERM DEBT RETIREMENT | - | - | - | - | 127 | - | - | - | - | 127 |
| | 1,330 | 2,281 | 2,323 | 3,470 | 2,052 | 2,486 | 1,740 | 1,370 | 1,365 | 18,417 |
| NET CASH FLOW | 120 | (706) | (1,094) | (1,627) | (208) | (1,037) | (6) | 340 | (20) | (4,238) |
| CLOSING FUND BALANCE | 5,352 | 4,646 | 3,552 | 1,925 | 1,717 | 680 | 674 | 1,014 | 994 | 994 |

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--|------------|------------|------------|------------|------------|------------|------------|----------|----------|--------------|
| GRANT REIMBURSEMENT | | | | | | | | | | |
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION | - | - | 300 | 300 | 500 | 500 | 200 | - | - | 1,800 |
| RUNWAY 16-34 DESIGN | 100 | 100 | 100 | 60 | 60 | 60 | 25 | - | - | 505 |
| OBSTRUCTION MITIGATION- CONSTRUCT | - | 45 | - | - | - | - | - | - | - | 45 |
| TERMINAL IMPROVEMENT PLANNING | - | - | - | - | - | - | - | - | - | - |
| AIR NATIONAL GUARD TAXIWAY | 20 | - | 150 | - | - | - | - | - | - | 170 |
| | <u>120</u> | <u>145</u> | <u>550</u> | <u>360</u> | <u>560</u> | <u>560</u> | <u>225</u> | <u>-</u> | <u>-</u> | <u>2,520</u> |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| TAXILANE PAVEMENT (CONSTRUCTION) | - | 100 | - | - | - | - | - | - | - | 100 |
| | <u>120</u> | <u>245</u> | <u>550</u> | <u>360</u> | <u>560</u> | <u>560</u> | <u>225</u> | <u>-</u> | <u>-</u> | <u>2,620</u> |

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000'S)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| <u>NONGRANT REIMBURSEMENT</u> | | | | | | | | | | |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| SRE DOOR REPLACEMENT- SPRINGS ** | - | - | 5 | - | - | - | - | - | - | 5 |
| ADMINISTRATION | | | | | | | | | | |
| COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS ** | - | - | 25 | - | - | - | 45 | - | - | 70 |
| FIREWALL REPLACEMENT ** | - | - | - | 20 | - | - | - | - | - | 20 |
| PROPERTY MANAGEMENT SOFTWARE ** | - | - | - | 10 | - | - | - | - | - | 10 |
| | = | = | 25 | 30 | = | = | 45 | = | = | 100 |
| GOLF COURSE | | | | | | | | | | |
| CLUBHOUSE RENOVATIONS | - | - | - | 10 | 20 | - | - | - | - | 30 |
| PATIO UPGRADE | - | 20 | - | - | - | - | - | - | - | 20 |
| | = | 20 | = | 10 | 20 | = | = | = | = | 50 |

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)**

(\$ 000's)

(CONTINUED):

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--|------------|--------------|------------|------------|------------|--------------|------------|------------|------------|--------------|
| <u>NONGRANT REIMBURSEMENT</u> | | | | | | | | | | |
| <i>(CONTINUED):</i> | | | | | | | | | | |
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL CONSTRUCTION | 100 | 100 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 3,700 |
| TERMINAL EXPANSION DESIGN | - | 750 | - | - | - | - | - | - | - | 750 |
| TERMINAL ROOF REPLACEMENT ** | - | - | - | - | - | 500 | - | - | - | 500 |
| PAY FOR PARKING | - | 75 | 175 | - | - | - | - | - | - | 250 |
| SECURITY BADGING SYSTEM UPGRADE AND INTEGRATION ** | - | - | 100 | 150 | - | - | - | - | - | 250 |
| HVAC UNITS - TERMINAL | 170 | - | - | - | - | - | - | - | - | 170 |
| TERMINAL ROOF REPLACEMENT DESIGN AND BAGGAGE HANDLING SYSTEM | - | 119 | - | - | - | - | - | - | - | 119 |
| GROUND TRANSPORTATION BUS ** | - | - | - | - | - | - | 100 | - | - | 100 |
| AIRFIELD SIGNAGE- LED LIGHTING | 50 | - | - | - | - | - | - | - | - | 50 |
| NORTH WEATHER STATION GENERATOR ** | - | - | - | 35 | - | - | - | - | - | 35 |
| TERMINAL RUNWAY RELAMPING (LED) | - | 30 | - | - | - | - | - | - | - | 30 |
| TERMINAL CARPETING | - | 25 | - | - | - | - | - | - | - | 25 |
| TERMINAL LIGHTING- LED | - | 22 | - | - | - | - | - | - | - | 22 |
| TREE REPLACEMENT ** | - | 15 | - | - | - | - | - | - | - | 15 |
| | 320 | 1,136 | 775 | 685 | 500 | 1,000 | 600 | 500 | 500 | 6,016 |

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 (CONTINUED)

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|--------------------------------------|-------------------|---------------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------------|-------------------|---------------------|
| <u>NONGRANT REIMBURSEMENT</u> | | | | | | | | | | |
| <u>TRADEPORT</u> | | | | | | | | | | |
| STORMWATER TREATMENT | - | - | 15 | 10 | - | - | - | - | - | 25 |
| DITCH MAINTENANCE | - | 5 | - | - | - | - | - | - | - | 5 |
| | = | <u>5</u> | <u>15</u> | <u>10</u> | = | = | = | = | = | <u>30</u> |
| <u>MAINTENANCE</u> | | | | | | | | | | |
| VEHICLE FLEET REPLACEMENT ** | - | - | 45 | - | - | 45 | - | - | - | 90 |
| OLD TERMINAL-RTU | - | 50 | - | - | - | - | - | - | - | 50 |
| SNOW GROOMING MACHINE ** | - | - | 40 | - | - | - | - | - | - | 40 |
| TRACTOR ADD ON COMPONENTS ** | - | - | 38 | - | - | - | - | - | - | 38 |
| | = | <u>50</u> | <u>123</u> | = | = | <u>45</u> | = | = | = | <u>218</u> |
| TOTAL | <u>320</u> | <u>1,211</u> | <u>943</u> | <u>735</u> | <u>520</u> | <u>1,045</u> | <u>645</u> | <u>500</u> | <u>500</u> | <u>6,419</u> |

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--|------------|------------|-----|------------|------------|-----------|-----|--------------|-----|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION | - | - | - | - | 540 | - | - | 900 | - | 1,440 |
| RUNWAY 16-34 DESIGN | - | 100 | - | 90 | - | 90 | - | 110 | - | 390 |
| OBSTRUCTION MITIGATION- CONSTRUCT | 200 | 85 | - | - | - | - | - | - | - | 285 |
| TERMINAL IMPROVEMENT PLANNING | - | 175 | - | - | - | - | - | - | - | 175 |
| AIR NATIONAL GUARD TAXIWAY | - | 20 | - | 150 | - | - | - | - | - | 170 |
| SECURITY IDENTIFICATION SYSTEM | 45 | - | - | - | 115 | - | - | - | - | 160 |
| | <u>245</u> | <u>380</u> | - | <u>240</u> | <u>655</u> | <u>90</u> | - | <u>1,010</u> | - | <u>2,620</u> |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| ROTARY PLOW | - | - | - | 468 | - | - | - | - | - | 468 |
| TAXILANE PAVEMENT (CONSTRUCTION) | - | - | - | 50 | - | - | - | - | - | 50 |
| | - | - | - | <u>518</u> | - | - | - | - | - | <u>518</u> |
| TOTAL | <u>245</u> | <u>380</u> | - | <u>758</u> | <u>655</u> | <u>90</u> | - | <u>1,010</u> | - | <u>3,138</u> |

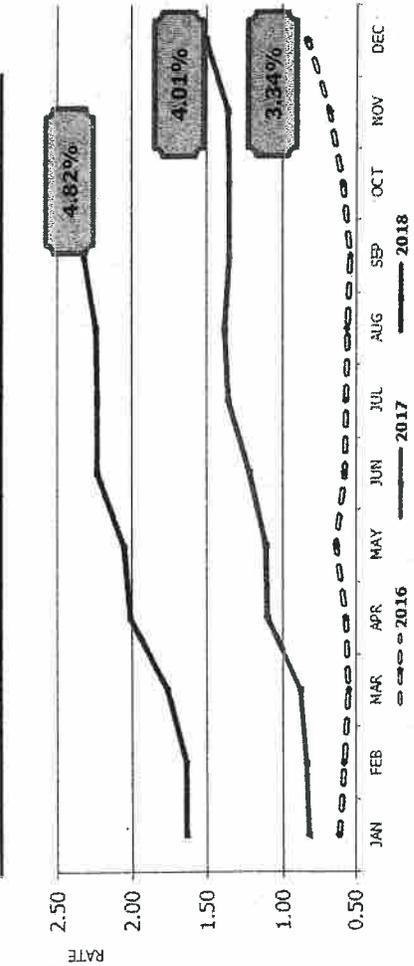
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

| | |
|---|---|
| AMOUNT OF ORIGINAL CREDIT FACILITY | 5,000 |
| AMOUNT AVAILABLE | 5,000 |
| EFFECTIVE DATE | 03-10-2011 |
| TERM DATE | 12-31-2018 |
| PURPOSE | TO PROVIDE WORKING CAPITAL |
| INTEREST RATE | ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS |
| MINIMUM SIZE OF DRAWDOWN | NO MINIMUM |
| OTHER | DOES NOT CARRY THE STATE GUARANTEE |

| OUTSTANDING DEBT ANALYSIS | BALANCE AT 08-31-2018 | BALANCE AT 06-30-2018 | MATURITY DATE | INTEREST RATE % |
|---------------------------|-----------------------|-----------------------|---------------|-----------------|
| THE PROVIDENT BANK (RLOC) | - | - | 12-31-2018 | VARIABLE |
| CITY OF PORTSMOUTH | 233 | 233 | 12-31-2020 | 4.50 |
| WEIGHTED AVERAGE | 233 | 233 | | 4.50 |

TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP



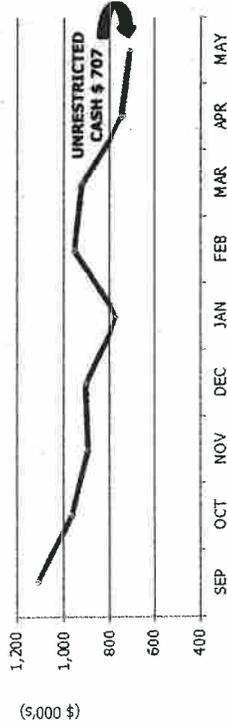
DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

| | <u>AMOUNT</u> | <u>DISCUSSION</u> |
|---------------------------------|---------------|---|
| OPENING FUND BALANCE | 1,169 | |
| SOURCES OF FUNDS | | |
| FACILITY RENTALS | 544 | CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUNDS, 2) WORKERS COMPENSATION CLAIMS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME. |
| MOORING FEES | 325 | LEASE AGREEMENT WITH GRANITE STATE MINERALS WAS EFFECTIVE NOVEMBER 15, 2017 . |
| REGISTRATIONS / WHARFAGE | 180 | \$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED. |
| FUEL SALES | 240 | |
| PARKING FEES AND CONCESSIONS | 80 | |
| | <u>1,369</u> | |
| USES OF FUNDS | | |
| PERSONNEL SERVICES AND BENEFITS | 1,170 | |
| OPERATING EXPENSES | 393 | |
| FUEL PROCUREMENT | 218 | |
| CAPITAL EXPENDITURES AND OTHER | 50 | |
| | <u>1,831</u> | |
| NET CASH FLOW | (462) | |
| CLOSING FUND BALANCE | 707 | |

PROJECTED UNRESTRICTED CASH BALANCES



| TOTAL FUND BALANCES | BALANCE AT 08-31-2018 | BALANCE AT 06-30-2018 |
|---------------------|-----------------------|-----------------------|
| UNRESTRICTED FUNDS | 1,169 | 940 |
| HARBOR DREDGING | 439 | 431 |
| REVOLVING LOAN FUND | 104 | 50 |
| FOREIGN TRADE ZONE | 5 | 10 |
| TOTAL | <u>1,717</u> | <u>1,431</u> |

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---------------------------------|--------------|--------------|-------------|------------|--------------|------------|-------------|--------------|-------------|--------------|
| OPENING FUND BALANCE | <u>1,169</u> | <u>1,111</u> | <u>968</u> | <u>896</u> | <u>905</u> | <u>769</u> | <u>958</u> | <u>921</u> | <u>742</u> | <u>1,169</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS | 58 | 60 | 60 | 60 | 60 | 60 | 62 | 62 | 62 | 544 |
| CONCESSION REVENUES | - | - | - | - | - | - | - | 10 | 10 | 20 |
| MOORING FEES | - | - | - | - | 75 | 225 | 25 | - | - | 325 |
| REGISTRATIONS / WHARFAGE | - | 50 | - | 80 | - | 25 | - | 25 | - | 180 |
| PARKING FEES | 10 | 10 | - | - | - | - | - | 10 | 30 | 60 |
| FUEL SALES | 30 | 25 | 25 | 25 | 25 | 25 | 25 | 30 | 30 | 240 |
| | <u>98</u> | <u>145</u> | <u>85</u> | <u>165</u> | <u>160</u> | <u>335</u> | <u>112</u> | <u>137</u> | <u>132</u> | <u>1,369</u> |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | 90 | 215 | 85 | 85 | 210 | 85 | 90 | 220 | 90 | 1,170 |
| BUILDINGS AND FACILITIES | 15 | 10 | 15 | 15 | 15 | 10 | 10 | 15 | 15 | 120 |
| GENERAL AND ADMINISTRATIVE | 12 | 11 | 14 | 12 | 11 | 14 | 12 | 12 | 15 | 113 |
| UTILITIES | 14 | 12 | 13 | 14 | 15 | 17 | 17 | 15 | 13 | 130 |
| PROFESSIONAL SERVICES | - | 10 | - | - | 10 | - | - | 10 | - | 30 |
| FUEL PROCUREMENT | 25 | 20 | 30 | 30 | 25 | 20 | 20 | 24 | 24 | 218 |
| CAPITAL EXPENDITURES AND OTHER | - | 10 | - | - | 10 | - | - | 20 | 10 | 50 |
| | <u>156</u> | <u>288</u> | <u>157</u> | <u>156</u> | <u>296</u> | <u>146</u> | <u>149</u> | <u>316</u> | <u>167</u> | <u>1,831</u> |
| NET CASH FLOW | <u>(58)</u> | <u>(143)</u> | <u>(72)</u> | <u>9</u> | <u>(136)</u> | <u>189</u> | <u>(37)</u> | <u>(179)</u> | <u>(35)</u> | <u>(462)</u> |
| CLOSING FUND BALANCE | <u>1,111</u> | <u>968</u> | <u>896</u> | <u>905</u> | <u>769</u> | <u>958</u> | <u>921</u> | <u>742</u> | <u>707</u> | <u>707</u> |

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|---------------------------------|------------|-------------|------------|------------|-------------|------------|------------|-------------|------------|--------------|
| OPENING FUND BALANCE | 439 | 444 | 406 | 415 | 445 | 405 | 416 | 437 | 405 | 439 |
| SOURCES OF FUNDS | | | | | | | | | | |
| PIER USAGE FEES | 5 | 10 | 10 | 5 | 10 | 10 | 10 | 15 | 15 | 90 |
| REGISTRATIONS | - | - | - | - | - | - | 10 | - | 5 | 15 |
| FUEL FLOWAGE FEES | 2 | 2 | 3 | 2 | 2 | 3 | 3 | 3 | 3 | 23 |
| GRANT FUNDING | - | - | - | 23 | - | - | - | - | - | 23 |
| | 7 | 12 | 13 | 30 | 12 | 13 | 23 | 18 | 23 | 151 |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | 2 | - | 2 | - | 2 | - | 2 | - | 2 | 10 |
| GENERAL AND ADMINISTRATIVE | - | - | 2 | - | - | 2 | - | - | 2 | 6 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - |
| ALL OTHER- (CBOC) | - | 50 | - | - | 50 | - | - | 50 | - | 150 |
| | 2 | 50 | 4 | - | 52 | 2 | 2 | 50 | 4 | 166 |
| NET CASH FLOW | 5 | (38) | 9 | 30 | (40) | 11 | 21 | (32) | 19 | (15) |
| CLOSING FUND BALANCE | 444 | 406 | 415 | 445 | 405 | 416 | 437 | 405 | 424 | 424 |

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| OPENING FUND BALANCE | <u>104</u> | <u>281</u> | <u>262</u> | <u>273</u> | <u>284</u> | <u>295</u> | <u>307</u> | <u>317</u> | <u>328</u> | <u>104</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| LOAN REPAYMENTS | 175 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 255 |
| INTEREST INCOME-LOANS | 5 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 29 |
| INTEREST INCOME- FUND BALANCE | - | 1 | - | - | - | 1 | - | - | - | 2 |
| SEQUESTERED FUNDS | - | - | - | - | - | - | - | - | - | - |
| | <u>180</u> | <u>14</u> | <u>13</u> | <u>13</u> | <u>13</u> | <u>14</u> | <u>13</u> | <u>13</u> | <u>13</u> | <u>286</u> |
| USE OF FUNDS | | | | | | | | | | |
| NEW LOANS ISSUED | - | 30 | - | - | - | - | - | - | 30 | 60 |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | - | - | - | - | - | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | - | - | - | - | - | - | - | - | - | - |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 2 | 3 | 22 |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - |
| | <u>3</u> | <u>33</u> | <u>2</u> | <u>2</u> | <u>2</u> | <u>2</u> | <u>3</u> | <u>2</u> | <u>33</u> | <u>82</u> |
| NET CASH FLOW | 177 | (19) | 11 | 11 | 11 | 12 | 10 | 11 | (20) | 204 |
| CLOSING FUND BALANCE | <u>281</u> | <u>262</u> | <u>273</u> | <u>284</u> | <u>295</u> | <u>307</u> | <u>317</u> | <u>328</u> | <u>308</u> | <u>308</u> |

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE

(\$ 000'S)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MARR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|---------------------------------|------------|------------|------------|------------|------------|------------|-------------|------------|------------|--------------|
| OPENING FUND BALANCE | 5 | 3 | 8 | 13 | 13 | 11 | 11 | 11 | 9 | 5 |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS | - | - | - | - | - | - | - | - | - | - |
| ALL OTHER | - | 5 | 5 | - | - | - | - | - | - | 10 |
| | - | 5 | 5 | - | - | - | - | - | - | 10 |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | - | - | - | - | - | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | 2 | - | - | - | 2 | - | - | 2 | - | 6 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - |
| | 2 | - | - | - | 2 | - | - | 2 | - | 6 |
| NET CASH FLOW | (2) | 5 | 5 | - | (2) | - | - | (2) | - | 4 |
| CLOSING FUND BALANCE | 3 | 8 | 13 | 13 | 11 | 11 | 11 | 9 | 9 | 9 |

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Berry Dunn McNeil & Parker, LLC (“Berry Dunn”), in a total amount not to exceed \$31,000 for the preparation of an independent information technology assessment; all in accordance with the memorandum of Irving E. Canner, Director of Finance, dated September 12, 2018, attached hereto.

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

1. Berry Dunn has served as PDA’s independent external auditors for the past four years;
2. Barry Dunn previously completed a technology assessment in 2009; and
3. Berry Dunn has an intimate knowledge of PDA’s information technology environment as well as its business systems and associated internal controls.

Note: This motion requires 5 affirmative votes.

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Date: September 12, 2018

To: David Mullen 
Executive Director

From: Irv Canner 
Director of Finance

RE: Information Technology Assessment

Consistent with our recent discussions with the Senior Management Team, we think it prudent to seek an independent assessment of the current state of the Pease Development Authority (PDA) technology and computing environment. The last independent technology assessment, as undertaken by Berry Dunn and McNeil (Berry Dunn), took place in 2009 and during the subsequent period, the challenges have become significantly more complex due to: 1) the configuration of our computing environment which consists of a mixture of cloud-based and on-premises applications; 2) cybersecurity related threats; and 3) regulatory mandates.

Berry Dunn has served as PDA's independent external auditors for the past four years and during this period, they have accumulated a strong foundation of understanding of both PDA's business systems / internal controls and the information technology operating environment. Coupled with the fact that Berry Dunn also completed the prior technology assessment, they would be the vendor of choice as they have an intimate knowledge base that would be difficult to replicate without an extended Request for Proposal process. We believe this initiative is critical and time is of the essence.

Consistent with this thought process, we asked Berry Dunn to provide a preliminary scope and fee proposal document (attached). As outlined, their work plan would include a comprehensive assessment as well as a written action plan that will transform the recommendations into actionable initiatives. On a preliminary planning basis, this initiative would commence in October and be completed prior to the end of the calendar year. The proposed fixed fee structure of \$31,000 appears competitive.

In order to proceed, it is requested that you seek formal approval from the Board of Directors during their upcoming meeting on September 20, 2018. At your convenience, I would be pleased to address any questions and or incremental information needs that you may have.



August 23, 2018

Mr. Irv Canner, CPA
Director of Finance
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Dear Irv:

This engagement letter is a follow-up to our discussions regarding Pease Development Authority's (PDA) needs in relation to assessing your technology and helping you to develop a technology action plan.

The following paragraphs present our understanding of your needs and our proposed work plan, staff, and fees for conducting an IT assessment and planning project with PDA.

Understanding and Background

Pease Development Authority (PDA) is charged with the comprehensive conversion and redevelopment of the former Pease Air Force Base. The PDA is comprised of four functional units with diverse roles and missions: Pease International Airport, Pease International Tradeport, Pease Golf Course, and Division of Ports and Harbors.

PDA has historically supported its technology through a mix of internal and external resources. Internal IT support has been a responsibility of one individual. The computing environment consists of a mixture of cloud based and on premises applications. It has been several years since your last IT assessment. You have asked us to assist you in an assessment of the current state of technology at PDA, to help you set priorities, and to develop an action plan for the next one to two years for technology. The following pages present our approach and work plan for helping with this effort.

Approach and Work Plan

This section describes the specific tasks we will undertake and the deliverables we will produce as part of this engagement.

1. **Planning and Preparation.** Our planning will include: establishing dates for on-site fact finding, confirming the list of people and/or vendors to speak with, and creating an overall schedule for the project. Prior to coming on-site, we will request and consider any available information (such as network diagrams, hardware and software inventories, organizational charts, contracts with technology vendors, etc.) to refresh ourselves on your IT operations and to ensure we are viewing current information. We will conduct a planning call with you and any other members of your team that you invite to participate.

Deliverable: *Project Schedule, List of Materials*

Estimated Timing: *August*

2. **On-site Interviews and Assessment Activities.** We will come on-site to your facilities to meet with your team members and stakeholders to understand your use of technology and existing support model. While on-site, we will specifically assess the following items:
 - Current software applications and their fit to PDA needs
 - Computing infrastructure review including servers, selected network equipment, and computers.
 - Infrastructure management including patch management and replacement schedules
 - IT service delivery including internal and external resources
 - Overall strategy for PDA and how technology is supporting PDA's operations. This will include working with you to establish your internal technology committee, including its purpose and charter.
 - Physical review of computing environment
 - Policies, procedures, and practices in relation to technology risk

We will conduct our assessment activities through a mix of one-on-one interviews, group work sessions, review of documents, and observation of technology. We anticipate our onsite work will include a group work session with PDA's leadership team, one-on-one meetings with members of leadership, and sessions with select people from the four business units. We will develop agendas and share them with participants in advance so they know what to expect during meetings. We have planned for one to two days of meetings for discovery activities.

Our work will not involve any testing nor will we make any changes to configurations.

Deliverable: *Interview agendas*

Estimated Timing: *September*

- 3. Analysis and Written Assessment.** After completing our information gathering, we will organize our findings, conduct an objective analysis, and create a written Assessment. The Assessment report will describe our findings, incorporate our analysis of PDA's information technology environment, support model, operations, and our recommendations. Our Assessment Report will be organized into categories such as software, infrastructure, technology risk, and support model.

We will share our IT Assessment with you. We will then meet with you and participants you invite to review the findings and recommendations. The purpose of the work session will be to answer questions, clarify points, confirm understandings, transfer knowledge, and for PDA to begin to set priorities for technology. This will provide an opportunity to best understand the findings and our recommendations in the context of your operations and priorities. We have planned for one work session to review the assessment and help PDA establish priorities.

Deliverable: *Technology Assessment*

Estimated Timing: *October. Preferable to present the assessment findings at the Finance Committee Meeting on October 11, 2018. Our ability to present on October 11 will be subject to the finalized project plan established in step 1.*

- 4. Action Plan.** Following our Technology Assessment work session we will work with PDA to develop a written action plan for technology. This plan will transform the recommendations from the assessment report into actionable IT initiatives. Each initiative will define its scope, priority, a budget suitable for planning purposes, and action steps for undertaking the effort. The plan will also sequence the initiatives over an agreed upon period of time. We discussed during our call a one to two year horizon. We plan to hold one work session with PDA during the development of the action plan.

We will share the plan with you. We will meet with you and participants you invite to review the initiatives it contains and confirm the sequence of the plan.

Deliverable: *Action Plan*

Estimated Timing: *November*

Management Responsibilities

In relation to this project, PDA management agrees to the following:

- The services and any related reports we produce are provided solely for the information and use of PDA and its members and are not intended to be used by any other parties.
- Management of PDA shall make all management decisions arising out of, or in connection with, the services we provide.
- PDA will establish and monitor the performance of the service to ensure that it meets management's objectives.
- PDA will designate Irving Canner to oversee the services we provide.

- PDA will evaluate the adequacy and results of the services.
- PDA accepts responsibility for the results of the services.
- PDA is responsible for establishing and maintaining internal controls, including monitoring ongoing activities and custody of all the Organization's assets.

Staffing and Fees

I will be responsible for this project and will participate throughout our work. Our team will be managed by Dan Vogt, a Senior Manager in our Consulting Group. Jonathan Roderick, a Senior Consultant in our Consulting Group will serve as the lead consultant. Additional members of our consulting team may also participate under our direction in areas where their expertise may benefit the project.

Based on our work plan, we have estimated our fees on the following page and have broken them out into four components for your understanding.

| # | Component | Estimated Fees |
|---|--------------------------|----------------|
| 1 | Assessment (steps 1 – 3) | \$18,000 |
| 2 | Action Plan (step 4) | \$13,000 |
| | Total: | \$31,000 |

In addition we will also bill for out-of-pocket expenses for travel from our Portland office to your facilities. Should the need for changes to the scope or plan of our work become apparent, we will review these with you and gain your authorization before proceeding.

If this engagement letter and approach appropriately addresses your needs as we have discussed, please return a signed copy. If you have any questions, please do not hesitate to contact me directly at (207) 541-2322 or cdavies@berrydunn.com.

Sincerely,



Clinton E. Davies
Principal

Accepted By: _____ Date: _____



September 4, 2018

Dennis Keane, President
KOALD Design
1 Rockingham Street, Unit 1
Exeter, NH 03833

Re: Extension of Right of Entry – 47 Durham Street
Pease International Tradeport, Portsmouth, NH

Dear Mr. Keane:

This letter will serve to extend to October 1, 2018, the Right of Entry ("ROE") dated July 31, 2018, which expired on September 1, 2018. This extension is granting to KOALD Design ("KOALD") and/or its agents to enter upon the premises located at 47 Durham Street ("Premises"). All other terms and conditions of the ROE dated July 31, 2018 shall remain in full force and effect. Please indicate by your signature below KOALD's consent and return the same to me.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Mullen", written over a horizontal line.

David R. Mullen
Executive Director

Agreed and accepted this 4TH day of SEPTEMBER, 2018

KOALD Design

By: A handwritten signature in black ink, appearing to read "Dennis Keane", written over a horizontal line.
duly authorized

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September 5, 2018

Jennifer Marsh
City of Rochester
Office of Economic Development
33 Wakefield Street
Rochester, NH 03867

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
City of Rochester – Seacoast Manufacturing Exchange Event**

Dear Ms. Marsh:

This Right of Entry will authorize the City of Rochester, Office of Economic Development (“Rochester”) its agents and/or contractors to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the “Premises”) as shown on Exhibit “A” on September 12, 2018 between the hours of 8:00 a.m. through 4:00 p.m. for the purpose of setting up and conducting, at its sole risk, a quarterly forum of the Seacoast Manufacturing Exchange and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall terminate at 4:00 p.m. on September 12, 2018.

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

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

2. PDA shall not be responsible for damages to property or injuries to persons that may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of Rochester’s officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, if such damage is caused by the negligence of Rochester.

3. Rochester’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

Jennifer Marsh
Office of Economic Development
September 5, 2018
Page 2

any of the authorities granted herein, if such loss, damage or injury is caused by the negligence of Rochester. Rochester expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Rochester's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization unless such loss, damage, injury or death is caused by the negligence of the Pease Development Authority. Rochester further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of Rochester's negligent use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. Rochester providing to the Pease Development Authority satisfactory evidence of commercial general liability to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured.

Each such policy or certificate therefor issued by the insurer shall provide that the insurer shall have no right of subrogation against Pease Development Authority; and that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

Any agent, contractor or vendor of Rochester providing to the PDA satisfactory evidence of commercial general liability coverage and automobile liability coverage (to the extent applicable) per occurrence, naming the PDA as an additional insured.

5. Rochester shall coordinate activities with the PDA Airport Manager or designee.

6. Rochester's agreement to secure all necessary municipal and/or local permits prior to the event.

7. Rochester's agreement to leave the Premises in the same or better condition as existed at the time of the event.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Rochester to the terms of this Right of Entry and return the same to me along with proof of insurance coverages in advance of September 12, 2018.

Very truly yours,



David R. Mullen
Executive Director

Jennifer Marsh
Office of Economic Development
September 5, 2018
Page 3

Agreed and accepted this 11 day of September, 2018

City of Rochester, Office of Economic Development

By: [Signature]
Duly Authorized

Its: City Manager
Name

cc: Paul E. Brean, Airport Manager
Mark H. Gardner, Deputy General Counsel

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Jennifer Marsh
Office of Economic Development
September 5, 2018
Page 4

EXHIBIT A

PREMISES

Hangar 5 and Ramp Area for ROE
Area outlined in Red

Legend

- Feature 1
- Rochester Hill Rd (Slyhaven Airport) Southborough
- Undeveloped Path

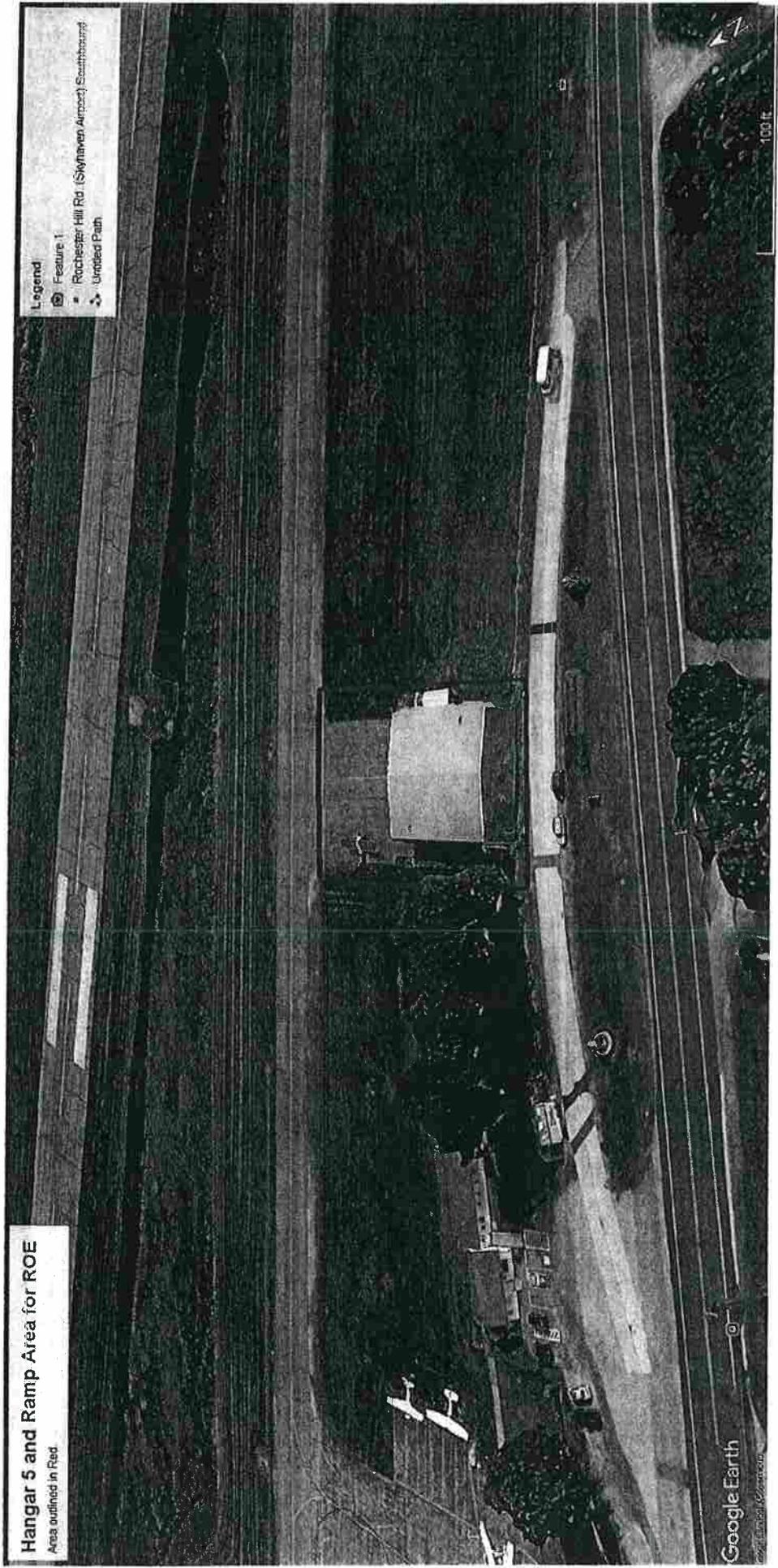


EXHIBIT B

FAA GRANT ASSURANCES

Grant Assurance #19: Operation and Maintenance

In accordance with FAA Grant Assurance 19:

All presentation and food areas are completely separate from ramps reserved for aviation purposes during the event as outlined in the "Skyhaven Aviation Services" map attached hereto. Yellow caution tape on grade stakes with "Do Not Enter" signs will clearly mark aviation areas and these boundaries will be constantly monitored by qualified personnel and volunteers. Any attendees needing to north of the food and concessions area and onto the aircraft parking apron will be escorted by event staff qualified to do such or by the aircraft owners/operators parked on the apron. During setup and tear down, the public will not be permitted into these areas.

Grant Assurance #22: Economic Nondiscrimination

In accordance with FAA Grant Assurance 22:

The event is intended to be a Rochester community event making the community aware of Skyhaven Airport and its value to the local community. Areas presently needed for aeronautical purposes and any airport revenue production will not be used during the event.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Date: September 20, 2018
Re: Sublease between 75 New Hampshire, LLC and Twin Rivers Paper Company, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 75 New Hampshire, LLC ("75NHLLC") and Twin River Paper Company, LLC ("Twin Rivers") for 6,238 square feet at 85 New Hampshire Avenue for a period of five years with one five (5) year option to extend. Twin Rivers will use the subleased premises for general office use.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 75NHLLC's continued primary liability for payment of rent and other obligations pursuant to the PDA/75NHLLC Sublease.

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

MOTION

Director Allard:

The PDA Board of Directors hereby approves and authorizes the Executive Director to complete negotiations with KOALD Design and to execute a Lease for the premises located at 47 Durham Street subject, however, to KOALD applying for and being granted a Special Exception under PDA's Land Use Controls; all otherwise on terms and conditions substantially similar to those set forth in the memorandum from David R. Mullen, Executive Director, dated September 13, 2018 and draft Letter of Intent dated September 11, 2018; attached hereto.

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MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Re: Letter of Intent – KOALD Design, LLC – 47 Durham Street
Date: September 13, 2018

PDA has entered into a Letter of Intent (“LOI”) with KOALD Design, LLC for the lease of the 47 Durham Street facility. The property located at 47 Durham Street was formerly occupied by the Corporation for Laser Optics Research, Inc. KOALD is a full service engineering and machine design/build firm offering a full spectrum of solutions for sanitary process and package automation systems in the food and beverage, pharmaceutical and medical manufacturing industries.

Under the terms of the LOI, KOALD has agreed to enter into a five year lease. Building Area Rent will commence at \$5.00 per square feet and will escalate annually in \$0.25 increments. As a condition precedent to entering into the Lease, KOALD must seek a Special Exception under PDA’s Land Use Controls. This is required as the property is located in PDA’s Airport Industrial Zone which is primarily intended to provide for industrial uses necessitating close proximity to the airport and aviation related facilities and activities.

At the September 20, 2018 meeting of the Board, I intend to request your approval to enter into a Lease with KOALD Design, LLC pursuant to the terms described above and as more specifically set forth in the LOI which is attached hereto.

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September 11, 2018

Dennis Keane, President
KOALD Design
20 Burgundy Drive
Hampton, NH 03842

Dear Mr. Keane:

Pursuant to our recent discussions, the following is a summary of the central business terms under which I am prepared to make a presentation to the Pease Development Authority's ("PDA") Board of Directors on behalf of KOALD Design, LLC ("KOALD") a New Hampshire Domestic Limited Liability Company.

Premises: The location of the leased premises is 47 Durham Street, Portsmouth, NH 03801 consisting of 6,200 +/- square feet and related parking as more particularly shown on the plan attached as Exhibit A (the "Leased Premises").

Base Term: The base term of the Lease shall be five (5) years commencing on or about November 1, 2018 (the "Term Commencement Date").

Building

Area Rent: The annual rent per square foot during the base term of the Lease shall be as follows:

| | |
|--------|------------------------|
| Year 1 | \$5.00 per square foot |
| Year 2 | \$5.25 per square foot |
| Year 3 | \$5.50 per square foot |
| Year 4 | \$5.75 per square foot |
| Year 5 | \$6.00 per square foot |

Municipal

Services Fee: In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, KOALD shall pay to PDA a municipal services fee to include the cost of providing police, fire and public works services.

Utilities: PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date or such other points as may be designated by PDA. KOALD will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such points to the Leased Premises.

Triple Net Lease: This Agreement shall be triple net to PDA and all costs associated with the use, occupancy, maintenance and insurance of the Leased Premises shall be borne by KOALD.

Use: Full service engineering and machine design/build firm offering a full spectrum of solutions for sanitary process and package automation systems in the food and beverage, pharmaceutical and medical manufacturing industries.

Special Exception: As condition precedent to entering into a Lease KOALD must seek a Special Exception pursuant to Section 303-A.02 of PDA's Land Use Controls which may be found on-line.

<http://www.peasedev.org/documents/LandUseControlsDecember2013.pdf>

FAA Approval: The use of the Premises for non-aeronautical purposes requires the approval of the Federal Aviation Administration which has been previously been granted.

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

Tenant's Work: KOALD shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Section as "Alterations") in, to or upon the Premises without PDA's written consent. Unless KOALD is subject to an earlier notice requirement under the PDA's

Land Use Controls or other applicable requirements with respect to the information required under this section, any request for PDA's consent shall be made by providing written notice and shall be accompanied by preliminary engineering or architectural plans or, if consented to by PDA, working drawings. If PDA grants its consent all such work shall be done at KOALD's sole cost and expense, subject, in all cases, to the following covenants:

- (1) All work and Alterations shall be done in compliance with all applicable governmental regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Regulations promulgated by PDA and with the provisions of Article 25 of the proposed Lease (See Article 25 of proposed Lease attached as Exhibit B). This obligation shall include compliance with all applicable provisions of the FFA (as defined in Section 25.8), including obligations imposed upon PDA in respect to construction and construction related work.
- (2) All Alterations shall be of such a character as not to materially reduce the value and usefulness of any of the buildings or other improvements below their value and usefulness immediately before such Alteration. All work performed hereunder shall be performed in a good and workmanlike manner, shall conform to drawings and specifications approved by PDA and shall not be disruptive of the overall operation the Airport. All contractors engaged by KOALD to perform such work shall employ labor that can work in harmony with all elements of labor at the Airport.
- (3) During the period of construction of any Alterations, KOALD or any contractor, subcontractor or sublessee of KOALD, shall maintain or cause to be maintained the following insurance:
 - (i) The commercial general liability and property damage insurance provided for in paragraph (a) of Section 7.2 of the proposed Lease (See Exhibit C attached) shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of PDA and KOALD as named insured in connection with any Alteration permitted pursuant hereto;
 - (ii) Fire and any other applicable insurance provided for in Article 7 which, if not then covered under the provisions of

existing policies, shall be covered by special endorsement thereto in respect to any Alteration, including all materials and equipment therefore incorporated in, on or about the Leased Premises (including excavations, foundations, and footings) under a broad form all risks builder's risk completed value form or equivalent thereof; and

- (iii) Workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against PDA, KOALD or the Leased Premises, with statutory limits as then required under the laws of the State of New Hampshire.
- (4) KOALD shall provide PDA with MYLAR as-built drawings when any Alteration authorized hereunder is completed.

Insurance: KOALD's agreement to provide insurance coverages in accordance with Article 7 of the proposed Lease. (See Exhibit C).

Sublease and Assignment: KOALD may not assign its rights under the Agreement to or enter into a sublease of the Leased Premises without the approval of PDA.

No subletting, assignment or transfer shall release KOALD's obligations or alter the primary liability of KOALD to pay the rent and to perform all other obligations to be performed by KOALD under the Agreement. The acceptance of rent by PDA from any other person shall not be deemed to be a waiver by PDA of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If any assignee of KOALD or any successor of KOALD defaults in the performance of any of the terms hereof, PDA may proceed directly against KOALD without the necessity of exhausting remedies against such assignee or successor. If KOALD assigns the Agreement, or sublets all or a portion of the Leased Premises, or requests the consent of PDA to any assignment or subletting, or if KOALD requests the consent of PDA for any act that KOALD proposes to do, then KOALD shall pay PDA's reasonable processing fee and reimburse PDA for all reasonable attorneys' fees, excluding any fees to in-house counsel, incurred in connection therewith. Any assignment or subletting of the Leased Premises that is not in compliance with these provisions shall be void and

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shall, at the option of PDA, but subject to any applicable cure provisions, terminate the Agreement.

Brokerage: Not applicable

Indemnity: KOALD shall indemnify PDA consistent with the terms set forth in Article 13 of the proposed Lease attached hereto as Exhibit D.

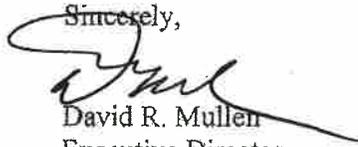
**US Air Force
Quitclaim Deeds
And Federal
Facilities
Agreement:**

Any Lease entered into between PDA and KOALD is expressly subject to the terms of the US Air Force Quitclaim Deeds found in the Rockingham County Registry of Deeds at Book 4227 Page 1 and Book 4564 Page 985 including the Federal Facilities Agreement included therein. Copies of the aforementioned documents are available upon request.

This letter does not constitute a reservation of the Leased Premises, an option to lease the Leased Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Leased Premises or lease thereof until a lease agreement is executed by the Parties.

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

Sincerely,



David R. Mullen
Executive Director

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

KOALD, LLC

9/13/18
Date

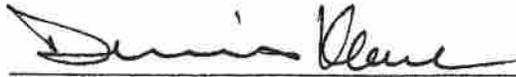

By: Dennis Keane
Its duly authorized Manager Member:

EXHIBIT A
Leased Premises

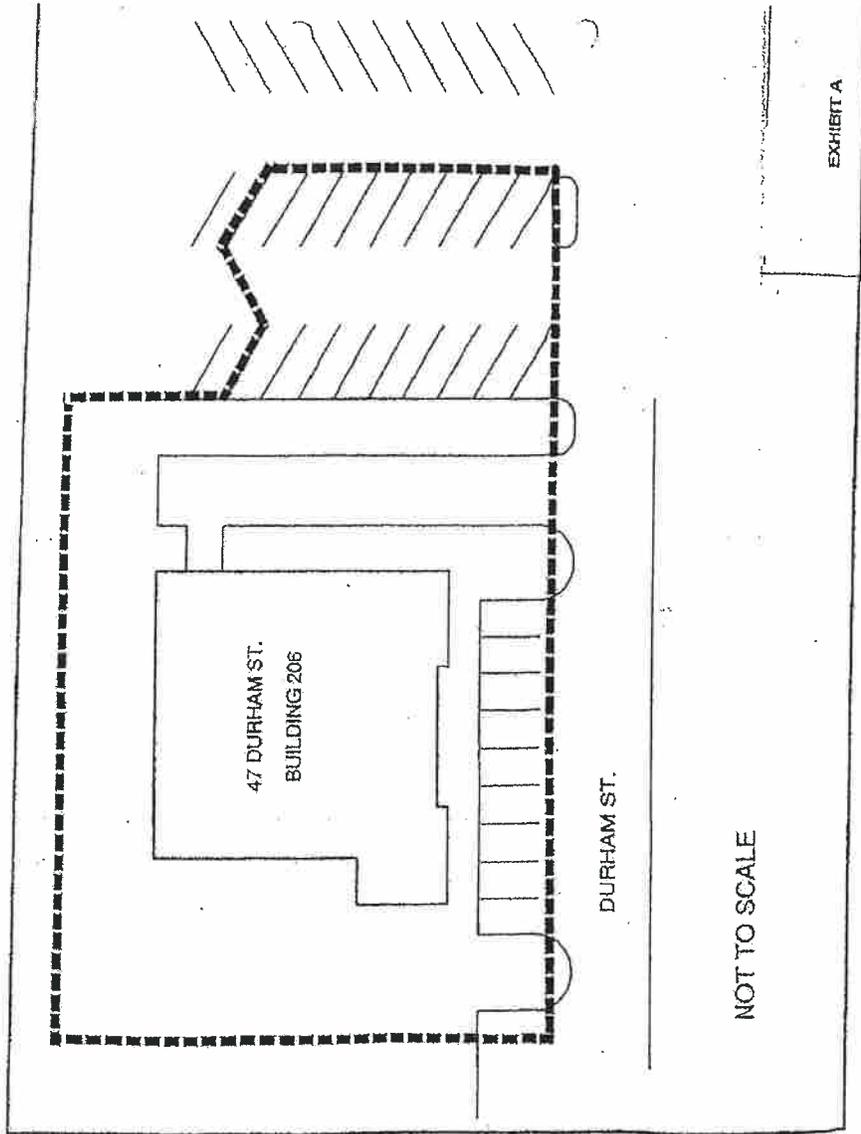


EXHIBIT B

**Environmental Protection
Article 25 of Proposed Lease**

ARTICLE 25. ENVIRONMENTAL PROTECTION.

a) Lessee and any sublessee or assignee of Lessee shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to Lessee's or sublessee's or assignee's activities at the Leased Premises, including but not limited to, the applicable environmental laws and regulations identified in Exhibit E, as amended from time to time.

b) Lessee and any sublessee or assignee of Lessee shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this Lease or any sublease or assignment, independent of any existing Airport permits.

c) Lessee shall indemnify, defend and hold harmless Lessor against and from all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage, or disposal of any Hazardous Substances as defined in Section 25.5, or any other action or omission by the Lessee, or any sublessee or assignee of the Lessee, giving rise to Lessor, civil or criminal, or responsibility under federal, state or local environmental laws.

This indemnification of Lessor by Lessee includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by Lessor or Air Force in connection with any investigation of site conditions, or any remedial or removal action or other site restoration work required by any federal, state or local governmental unit or other person for or pertaining to any discharges, emissions, spills, releases, storage or disposal of Hazardous Substances arising or resulting from any act or omission of the Lessee or any sublessee or assignee of the Lessee at the Leased Premises after the Occupancy Date. "Occupancy Date" as used herein shall mean the earlier of the first day of Lessee's occupancy or use of the Leased Premises or the date of execution of this Lease. "Occupancy" or "Use" shall mean any activity or presence including preparation and construction in or upon the Leased Premises or any portion thereof.

The provisions of this Section shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Lessor incurs costs or liabilities for the Lessee's, its sublessees or licensees actions of the types described in this Article 25.

d) Notwithstanding any other provision of this Lease, Lessee and its sublessees and assignees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of toxic or hazardous wastes, substances or materials on any portion of the Airport, including the Leased Premises. The Lessee and its sublessees and assignees have no obligation to undertake the defense, remediation and cleanup, including the liability and responsibility for the costs of damages, penalties, legal and investigative services solely arising out of any claim or action in existence now, or which may be brought in the future by any person, including governmental units against the Air Force, because of any use of, or release from, any portion of the Airport (including the Leased Premises) of any toxic or hazardous wastes, substances or materials prior to the Occupancy Date. Furthermore, the parties recognize and acknowledge the obligation of the Air Force to indemnify the Lessor and Lessee to the extent required by the provisions of Public Law No. 101-511, Section 8056 and/or Public Law No. 102-484, as amended.

In addition, Lessor shall indemnify, defend and hold harmless Lessee against and from any and all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage or disposal of Hazardous Substances, or any other action by Lessor giving rise to Lessee liability or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of the Lease, and the Lessor's obligations hereunder shall apply whenever the Lessee incurs costs or liabilities for the Lessor's actions of the types described in this Article 25.

The provisions of this Section 25.4 do not relieve the Lessee, its sublessees or licensees of any obligation or liability with regard to third parties or regulatory authorities by operation of law.

e) As used in this Lease, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," under New Hampshire RSA ch. 147-A, (ii) defined as a "hazardous substance" under New Hampshire RSA ch. 147-B, (iii) oil, gasoline or other petroleum product, (iv) asbestos, (v) listed under or defined as hazardous substance pursuant to Parts Env-Wm 110, 211-216, 351-353, 400-100 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317, (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601) and (ix) so defined in the regulations adopted and publications

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promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

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

f) Lessor's rights under this Lease specifically include the right for Lessor to inspect the Leased Premises and any buildings or other facilities thereon for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Lessor is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

g) Lessee is advised and acknowledges that portions of the Airport, more fully described in Exhibit C of the Deed as "ACM Zones" may contain current and former improvements, above and below ground, that contain asbestos. **Notwithstanding** any other provision of this Lease, Lessor is not responsible for any removal or containment of asbestos. If Lessee and any sublessee or assignee intend to make any improvements, alterations or repairs, including demolition, that require the removal of asbestos, an appropriate asbestos removal and disposal plan, complying with all applicable Federal, state and local laws, must be incorporated in the plans and specifications and submitted for prior approval. The asbestos disposal plan shall identify the proposed disposal site for the asbestos. In addition, non-friable asbestos which becomes friable through or as a consequence of the activities of Lessee will be abated by Lessee at its sole cost and expense.

h) Lessor and Lessee acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended (42 U.S.C.). Lessee acknowledges that Lessor has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, and Modification No. 1 thereto, effective March 18, 1993, agrees that it will comply with and be bound by the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that the Lessor assumes no liability to the Lessee or any Lessee or assignee of Lessee should implementation of the FFA interfere with their use of the Leased Premises. The Lessee and its sublessee(s) and assignee(s) shall have no claim on account of any such interference against the Lessor, Air Force, EPA, State, NHDES, or any officer, agent, employee or contractor thereof, other than for abatement of rent.

Pursuant to its obligations under Federal law, the Air Force has provided and Lessee acknowledges receipt of the "Notices and Covenants Related to Section 120(h)(3) of CERCLA, as

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amended. The notice and a description of remedial action by the Air Force are set forth in Paragraph VI of the Deed.

i) The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, at no cost, upon reasonable notice to the Lessee and any sublessee or assignee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with the FFA:

(1) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the Pease Installation Restoration Program ("IRP") or the FFA (the term IRP as used herein refers to the broad Department of Defense-wide program to identify, investigate and clean up contaminated areas on military installations as described in the Department of Defense Instruction Number 4715.7;

(2) to inspect field activities of the Air Force and its contractors and subcontractors in implementing the IRP or the FFA;

(3) to conduct any test or survey required by the EPA or NHDES relating to the implementation of the FFA or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;

(4) to conduct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP or the FFA, including, but not limited to monitoring wells, pumping wells and treatment facilities.

j) Lessee and its sublessees and assignees agree to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee or assignee. Lessee and any sublessee or assignee shall have no claim on account of such entries against the United States or the State as defined in FFA or any officer, agent, employee, contractor, or subcontractor thereof.

Lessee and its sublessees and assignees agree to comply with the provisions of the "Environmental Use Restrictive Covenants" set forth in Paragraph VI.B of the Deed. It is the intent of the Air Force and the Lessor that the Environmental Use Restrictions bind Lessee and its sublessees and assignees, and that the Air Force reserves to itself the enforcement of this restrictive covenant against Lessee hereunder.

k) Lessee further agrees that in the event of any authorized sublease or assignment of the Leased Premises, it shall provide to the Air Force, EPA and NHDES by certified mail a copy of

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the agreement of sublease or assignment of the Leased Premises within fourteen (14) days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from any sublease or assignment submitted to the above mentioned entities.

l) The Airport air emissions offsets and Air Force accumulation points for hazardous and other wastes will not be made available to Lessee. Lessee shall be responsible for obtaining from some other source(s) any air pollution credits that may be required to offset emissions resulting from its activities under the Lease.

m) Any permit required under Hazardous Substance Laws for the management of Hazardous Substances stored or generated by Lessee or any sublessee or assignee of Lessee shall be obtained by Lessee or its sublessees or assignee and shall be limited to generation and transportation. Any violation of this requirement shall be deemed a material breach of this Lease. Lessee shall provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it needs for management of its hazardous waste.

n) Lessee, and any sublessee or assignee of Lessee whose operations utilize Hazardous Substances, shall have a completed and approved plan for responding to Hazardous Substances spills prior to commencement of operations on the Leased Premises. Such plan shall comply with changes in site conditions or applicable requirements and shall be updated from time to time, as may be required to comply with changes in site conditions or applicable requirements and shall be approved by agencies having regulatory jurisdiction over such plan. Such plan shall be independent of, but not inconsistent with, any plan or other standard of Lessor applicable to the Airport and except for initial fire **response and/or spill containment**, shall not rely on use of the Airport or Lessor personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of the Lessee, or because the Lessee was not, in the opinion of Lessor, conducting timely cleanup actions, the Lessee agrees to reimburse the Lessor for its costs.

25.15. Lessee, and any sublessee or assignee of Lessee, must maintain and make available to Lessor, the Air Force, EPA and NHDES all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The Lessor and the Air Force reserve the right to inspect the Leased Premises and Lessee's, its sublessee's or assignee's records for compliance with Federal, State, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as the discharge or release of hazardous substances. Violations may be reported by Lessor and the Air Force to appropriate regulatory agencies, as required by applicable law. The Lessee, its sublessees or assignees shall be liable for the payment of any fines and penalties or costs which may accrue to the Government or Lessor as a result of the actions of Lessee, its sublessees or assignees, respectively.

25.16. Lessee acknowledges that the Premises may contain wetlands protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Lessee covenants and agrees that in its use of the Premises, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Lessee, its successors and assigns, further covenants and agrees that any development of any portion of the Premises containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, the State of New Hampshire Fill and Dredge in Wetlands Act as amended, and the Pease Development Authority Wetlands Management Plan (adopted June 25, 1998) as amended. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

Lessee, its sublessees and assignees agree to comply with the provisions of any Wetlands Management Plan in effect at Pease. Lessee, its sublessees and assignees will minimize the destruction, loss or degradation of wetlands on the Leased Premises. Lessee, its sublessees and assignees will obtain prior written approval from Lessor before conducting any new construction in wetland areas.

25.17. Prior to the development of any portion of the Leased Premises on which a wetland has been identified in the Final Supplemental Environmental Impact Statement dated August 1995 ("SEIS"), the Lessee, its sublessees and assignees, as applicable, shall, if one has not previously been completed, perform a wetland delineation.

25.18. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Lessee, its sublessees and assignees shall prepare a plan for storage, mixing and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, State and local pesticide requirements. The Lessee, its sublessees and assignees shall store, mix and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

25.19. The Lessee, its sublessees and assignees must notify the Lessor and the Site Manager of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Lessee's, its sublessees and assignees intent to possess, use, or store radium; and of Lessee's, its Lessees and assignees intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the Airport. Upon notification, the Lessor and the Site Manager may impose such requirements, including prohibition of possession, use, or storage,

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September 11, 2018
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as deemed necessary to adequately protect health and human environment. Thereafter, the Lessee Lessee must notify the Lessor and the Site Manager of the presence of all licensed or licensable source or other byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Lessee, its sublessees and assignees need not make either of the above notifications to the Lessor and the Site Manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Leased Premises.

The Lessee hereby acknowledges that it has received in Paragraph VII.D. of the Deed the required disclosure in accordance with Title 10.

25.20. The Lessee, its sublessees and assignees acknowledge that lead-based paint may be present in and on facilities within the Leased Premises. Prior to beginning any Alterations, other construction or construction related work, (to include paint stripping or sanding), excavating, demolition, or restoration, the Lessee, any sublessee or assignee must test any paint which would be disturbed unless a conclusive determination has been made that lead-based paint is not present. If paint is lead-based, the Lessee, any sublessee or assignee is required to handle it in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852(d) and all applicable Federal, State and local laws and regulations at its own expense. The Lessee is required to ensure that any lead-based paint is maintained in good condition.

25.21. [Reserved]

END OF ARTICLE 25.

EXHIBIT C

Insurance Article 7 of Proposed Lease

ARTICLE 7 INSURANCE.

7.1.

A. Risk of Loss. Lessee shall bear all risk of loss or damage to the Leased Premises, including any building(s), improvements, fixtures or other property thereon, arising from any causes whatsoever.

B. Insurance. During the entire period this Lease shall be in effect, the Lessee at its expense will carry and maintain:

(1) Property insurance coverage against loss or damage by fire and lightning and against loss or damage or other risks embraced by coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, and malicious mischief and earthquake) in an amount not less than 100% of the full replacement value of the buildings, building improvements, improvements to the land, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Section shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of Lessor, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by Lessee as permitted under the provisions hereof) by written agreement of Lessor and Lessee, or if they cannot agree within thirty (30) days of such request, by an insurance consultant, appraiser, architect or contractor who shall be mutually and reasonably acceptable to Lessor and Lessee. Any such determination by a third party shall be subject to approval by Lessor and Lessee, which approval shall not be unreasonably withheld. The insurance maintained in this Section shall be adjusted to one hundred percent (100%) of the new full replacement cost consistent with the approved determination.

(2) Comprehensive general liability insurance endorsed for products and completed operations liability insurance, on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, in or about the Leased Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at the time of the Term Commencement Date, and at all times during the term of this Lease, to a limit of not less than Two Million (\$2,000,000) dollars, per occurrence with respect to damage to property and Two Million (\$2,000,000) dollars, per occurrence with respect to personal /bodily injury or death to any one

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or more persons and with no deductible or such deductible amount as may be approved by Lessor. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Lessee, or any other person or organization, or involving any owned, non-owned, Leased or hired automotive equipment (if such coverage is not provided by a separate policy under 7.B.(4)) in connection with Lessee's activities.

(3) Workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this Lease.

(4) Automobile liability insurance in amounts approved from time to time by Lessor, but not less than one million dollars (\$1,000,000) combined single limit for owned, hired and non-owned automobiles.

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, 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 Lessor, which approval shall not be withheld unreasonably. The policies of insurance required in Sections 7.1B. (2) and (4) shall be for the mutual benefit of Lessee and the Lessor with the Lessor named as additional insured. The policy required in Section 7.1B. (1) shall name Lessor as loss payee. Upon the execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article) Lessee shall provide a copy of the original of each policy required to be furnished pursuant to this Article (or, with the consent of Lessor, which consent shall not be unreasonably withheld a certificate of the insurer reasonably satisfactory to Lessor which sets forth evidence of all requisite coverages) bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

7.3. All policies of insurance shall provide for loss thereunder to be adjusted and payable to Lessor or Lessee in accordance with the terms of this Lease.

7.4. 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 Lessee, or any employee, officer or agent of Lessee, 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 Lessor and to any Mortgagee; (iii) a provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by PDA; and (iv) provide that the insurer shall have no right of subrogation against PDA.

Dennis Keane, President
KOALD Design
September 11, 2018
Page 17

7.5. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained this Agreement. On the insurance policies that PDA is named as an additional insured, PDA shall be an additional insured to the full limits of the liability coverage purchased by Lessee, even if those limits of liability are in excess of those required by this Agreement.

7.6. All policies of insurance required to be maintained by Lessee shall have attached thereto the Lender's Loss Payable Endorsement, or its equivalent, or a loss payable clause acceptable to Lessor, for the benefit of any Mortgagee, but the right of any Mortgagee to the payment of insurance proceeds shall at all times be subject to the provisions of this Lease with respect to the application of the proceeds of such insurance.

7.7. Lessee shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Leased Premises and Lessee 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 Lessor shall be willing to write or to continue such insurance. Lessee shall, in the event of any violations or attempted violations of the provisions of this Section 7.7 by a subtenant, take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

7.8. Any insurance provided for in this Lease may be effected by a policy or policies of blanket insurance or may be continued in such form until otherwise required by Lessor; provided, however, that the amount of the total insurance allocated to the Leased Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and **provided** further that in all other respects, any such policy or policies shall comply with the other provisions of this Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Lessor, but Lessee shall deliver to Lessor and to any Mortgagee a certificate or duplicate of such policy in form and content acceptable to Lessor.

7.9. Over the term of this Lease and any extensions thereof, Lessor reserves the right to request increases in mandatory insurance coverage limits for each respective coverage area required under this Lease as the same may be appropriate, commercially reasonable and prudent in view of then existing conditions and circumstances. Lessor agrees to provide Lessee with a thirty (30) day written notice when making any request for an increase in required insurance coverage limits.

END OF ARTICLE 7.

EXHIBIT D

Indemnification Article 13 of the Proposed Lease

ARTICLE 13. GENERAL INDEMNIFICATION BY LESSEE.

a) In addition to any other obligation of Lessee under this Lease to indemnify, defend and hold harmless Lessor, Lessee agrees to indemnify, defend and hold harmless Lessor against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) resulting or arising from the negligence or willful misconduct of Lessee during the term of this Lease:

(1) from any condition of the Premises (except as otherwise set forth in Article 25), including any building structure or improvement thereon;

(2) from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or omission of Lessee, or any of its agents, contractors, servants, employees, Lessees, licensees or invitees; or

(3) from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this Lease, on or about the Leased Premises.

In the event that any action or proceeding is brought against Lessor by reason of any matter for which Lessee has hereby agreed to indemnify, defend, or hold harmless Lessor, Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding with counsel acceptable to Lessor.

Notwithstanding the preceding provisions of this Section 13.1, Lessee shall be under no obligation to Lessor in respect to such matters included in items (1) through (3) above in existence prior to the effective date of this Lease or caused by the negligence or willful misconduct of Lessor, its officers, agents or employees.

b) The term "Person" as used in this Article and Article 25 shall include individuals, corporations, partnerships, governmental units and any other legal entity entitled to bring a claim, action or other demand or proceeding on its own behalf or on behalf of any other entity.

END OF ARTICLE 13.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into an Option Agreement with Summit Land Development, LLC for the premises located at 254 Corporate Drive, effective September 20, 2018 for a period of six months at a fee of \$5,572.50; all on substantially the same terms and conditions set forth in the memorandum from David R. Mullen, Executive Director, dated September 13, 2018, attached hereto.

N:\RESOLVES\2018\Option254Corp 0918.docx

MEMORANDUM

TO: PEASE DEVELOPMENT BOARD OF DIRECTORS
FROM: DAVID R. MULLEN, EXECUTIVE DIRECTOR 
SUBJECT: 254 CORPORATE DRIVE OPTION – SUMMIT LAND DEVELOPMENT, LLC
DATE: SEPTEMBER 13, 2018

Chad Kageleiry of Summit Land Development, LLC has requested a six month option on a 7.16 acre parcel of land located at 254 Corporate Drive. This property abuts the rear of the US Passport Center located at 207 International Drive. For ease of reference please refer to the attached map of this property. PDA Engineering estimates there are approximately 3.3 upland acres available for development and at the current fair market rate of \$16,885.00 acre the initial annual rent would be \$55,720.50.

If approved of by the Board, Chad has agreed to pay PDA an option fee of \$5,572.50 for this six month option period which represents 10% of the estimated annual Ground Area Rent. The terms and conditions of the Option are set forth in the draft Option Agreement and Term Sheet.

At the September 20, 2018 meeting of the Board, I will be requesting approval to enter into this Option Agreement with Summit Land Development, LLC on terms and conditions set forth in the attached Option Agreement and Term Sheet.

DRAFT - OPTION AGREEMENT AND TERM SHEET

LESSOR: Pease Development Authority (“PDA” or “Lessor”)
LESSEE: Summit Land Development, LLC (“Summit” or “Lessee”)
PREMISES: 254 Corporate Drive
DATE: September 20, 2018

This Option Agreement and Term Sheet, when executed, shall be effective as of September 20, 2018.

WHEREAS, on _____, 2018 the PDA Board of Directors granted to Summit Land Development, LLC a six (6) month option to secure the premises at 254 Corporate Drive (the “Premises”) for the purpose of performing due diligence to determine the viability of developing the Premises;

WHEREAS, Summit has agreed to pay PDA an option fee payment of \$5,572.50;

NOW, THEREFORE, the PDA and Summit hereby agree to the Option Terms and Conditions as follows:

1. Option and Option Area

On or before execution of the Option Agreement, Summit shall deliver to the Pease Development Authority (PDA) a payment in the amount of Five Thousand Five Hundred Seventy Two and 05/100 (\$5,572.50) Dollars, upon timely receipt of which Summit shall have an exclusive option for a period of six (6) months from September 20, 2018 through March 20, 2019 (the “Option”) to secure the 7.16 acre Premises located at 254 Corporate Drive (“Option Area”) to perform its due diligence on the site.

2. Exercise of Option

The Option may be exercised by Summit at any time during which the Option remains in effect by providing written notice (the “Option Area Exercise Notice”) of such exercise to PDA prior to the expiration of the Option.

3. Termination of Option

Notwithstanding any other provision of the Option Agreement and Term Sheet, and in addition to the termination provisions provided herein, the Option shall terminate automatically at the end of the Option Period. Upon expiration or termination of the Option, Summit shall have no further right to the Option Area and it shall revert to PDA.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have set their respective hands effective the day and year above first written.

Agreed and Assented to this ____ day of September, 2018

Pease Development Authority

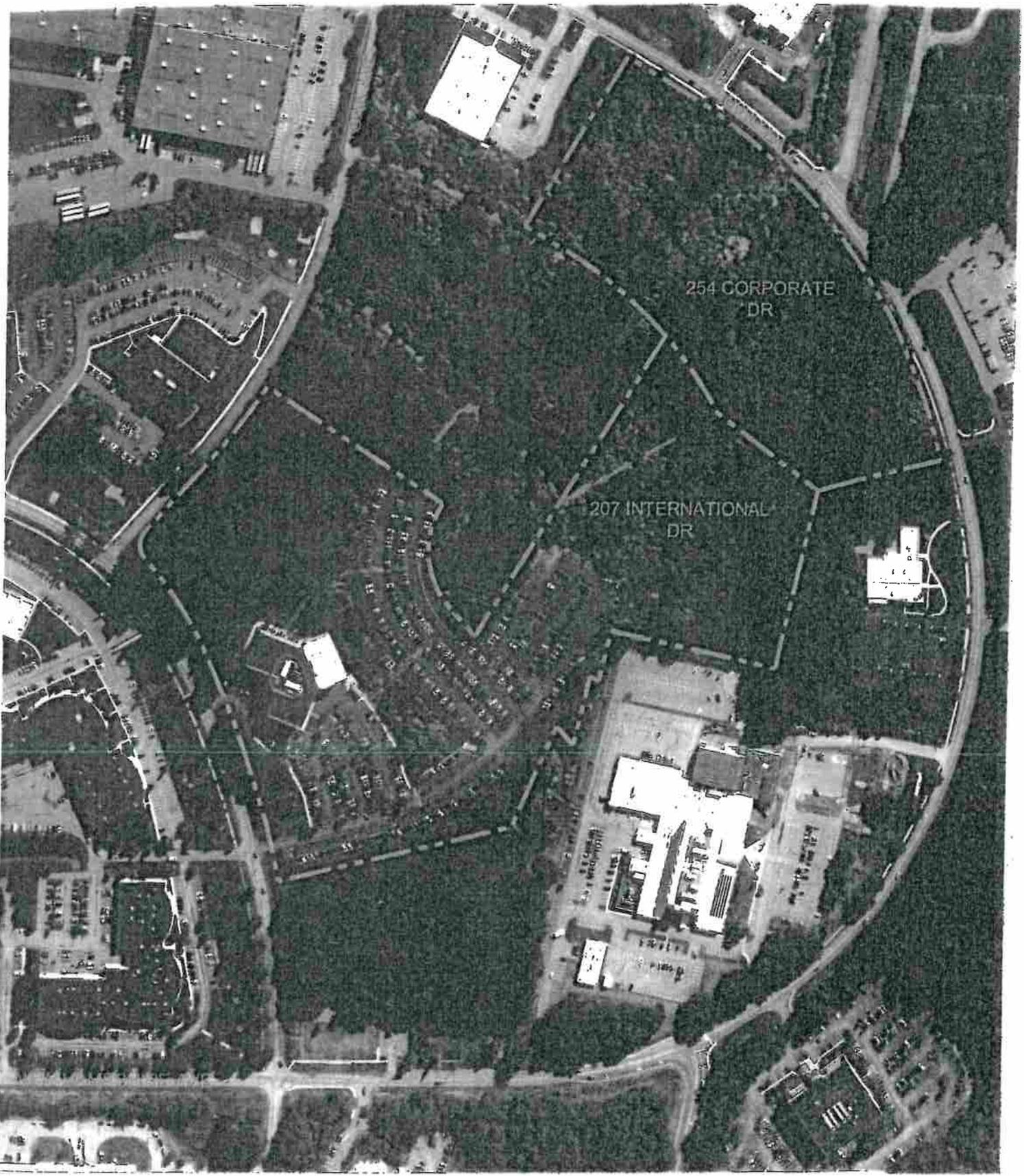
By: _____
David R. Mullen
Executive Director

Summit Land Development

By: _____
Chad R. Kageleiry
Its: _____

OPTION AREA

254 Corporate Drive



254 Corporate Drive ROE

DESIGNED BY: MRM DATE: 10/17/16 SCALE: 1"=300'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

n:\engineer\cad files\254 corporate

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes 119 International Drive, LLC to submit plans to the City of Portsmouth for an after-the-fact wetlands buffer permit application; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated September 12, 2018, attached hereto.

N:\RESOLVES\FORMS\Contract - Basic.docx

MEMORANDUM

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

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

Date: September 12, 2018

Subject: Conditional Use Permit – 19 Rye Street

At the end of the month, PDA's tenant, 119 International Drive, LLC, ("119 International") at 19 Rye Street will be submitting an application for a Conditional Use Permit for work within a wetland buffer. The work is needed to restore an area that was inadvertently disturbed when the site construction was underway. PDA Engineering noticed the encroachment during a routine inspection.

119 International has secured the services of Fieldstone Land Consultants, LLC to serve as its wetland consultant. Attached is a plan developed by Fieldstone and Hoyle, Tanner & Associates, Inc. that they intend to submit to the City of Portsmouth as part of the Conditional Use Permit Application. Three Red Maples and ten Low Bush Blueberries are proposed to restore the 1,565 square foot buffer impact.

In accordance with PDA's Land Use Controls, the Conditional Use Permit application and the Restoration Plan will be submitted to the City of Portsmouth for a recommendation from the Planning Board. If approved, the Planning Board and Conservation Commission would be agreeing that the plan does restore the buffer and would be allowing a contractor to enter the buffer to conduct the work.

At next week's Board Meeting, please request the approval for 119 International to submit plans to the City of Portsmouth for an after-the-fact wetlands buffer impact permit application.

N:\ENGINEER\Board Memos\2018\19 Rye St CUP.docx

NOW OR FORMERLY
PIONEER DEVELOPMENT
108-114 CORPORATE DRIVE
TAX MAP 305 LOT 3

556.37
S 38.09° 01' E

ACCIDENTAL BRUSH
REMOVAL IN
BUFFER=1,565 S.F.
APPROXIMATE LIMITS
OF INSTALLED SILT
SOCK & MULCH BERM

WETLANDS

WETLANDS

PLANT (10) LOW BUSH
BLUEBERRY (*VACCINIUM
ANGUSTIFOLIUM*)
1'X2' FLAT

PLANT (3) RED MAPLE
(*ACER NIGRUM*)
2.5"-3" CAL

NOTES:

1. THE DISTURBED BUFFER AREA WAS SEEDED AND HAS ESTABLISHED GRASS 6" TO 12". NO GRADING CHANGES ARE PROPOSED.
2. AFTER THE PLANTINGS ARE INSTALLED AND STABILIZED, THE SILT SOCK AND MULCH BERM SHALL BE REMOVED AND THE AREA SEEDED WITH A WETLAND MIX.

WETLAND BUFFER
PLANTING ENHANCEMENT PLAN
19 RYE STREET,
PORTSMOUTH, NH
19 RYE ST, LLC

Hoyle, Tanner
Pease International
Tradeport
Associates, Inc.
100 International Dr, #360, Portsmouth, NH 03801
Tel (603) 431-2520 Fax (603) 431-8067 Web: www.hoyletanner.com
© Copyright 2018 Hoyle, Tanner & Associates, Inc.

DATE: 09/11/18

SCALE: 1"=40'

FIGURE: 1

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a five (5) year contract with Cintas Uniform Services for the purpose of providing uniform services; all in accordance with the memorandum from Paul E. Brean, Airport Director, dated September 13, 2018, attached hereto.

N:\RESOLVES\2018\UniformBid-Cintas 0918.docx

MEMORANDUM

To: David R. Mullen, Executive Director
 From: Paul Brean, Airport Director *PAB*
 Re: Uniform Laundry Service Bid
 Date: September 13, 2018

On September 11, 2018, the Pease Development Authority (“PDA”) received sealed bids for Uniform Services for Pease International Tradeport and Pease Golf Course properties. Three bids were received: Cintas Uniform Services, Aramark Uniform and UniFirst Corporation.

| Company | Bid-Form Total Weekly Rates | Additional Service Charge |
|-------------------------|-----------------------------|---------------------------|
| Aramark Uniform | \$99.70 | 7% |
| Cintas Uniform Services | \$109.88 | none |
| Unifirst Corporation | \$135.14 | \$5.00 |

Each proposal was evaluated utilizing the associated Bid Form. Aramark Uniform presented the lowest Total Bid at \$99.70. However, under the Assorted Charges Section on the Bid Form, Aramark listed a 7% weekly service charge in addition to the Total Bid of \$99.70. Unifirst Corporation listed a \$5.00 service charge and Cintas Uniform Services does not charge a weekly service fee.

Aramark also bid the highest amount for future uniform logos and embroidery at \$3.00 per logo and \$1.50 for employee name. Cintas charges \$1.55 for future logos and Unifirst Corporation does not charge for logos. Both Aramark and Cintas waived the logo fee for the initial start of service.

Due to the fact that Aramark Uniform bid a 7% weekly service charge based on the total cost of weekly services the actual monthly cost is unknown. Bid quantities were based on estimates and payment will be based on actual quantities. A percentage based fee creates a potential for unknown costs. It is my recommendation to accept the bid without a percentage based service charge which is the next lowest bid.

Please seek PDA Board approval on September 20, 2018 to enter a five year service agreement with Cintas Uniform Services.

Memorandum

To: Paul Brean, Airport Director *Paul*

From: Sandra McDonough, Airport Community Liaison *Sm*

Date: 9/12/2018

Subj: Noise Report for August, 2018

The Portsmouth International Airport at Pease received a total of 34 noise inquiries in July, 2018. There were 29 rotor wing inquiries and five fixed wing inquiries.

The 29 rotor wing inquiries originated from three residences: Two Portsmouth residences accounted for 28 of the inquiries. The Miller Avenue residence accounted for 22 inquiries, and the Ruth Street residence accounted for seven. The residence in Rye had one inquiry. All of the inquiries were concerning Seacoast Helicopters except for the inquiry from Rye which was an unknown helicopter.

The five fixed wing inquiries originated from five cities: Nottingham, Boscawen, Rye and Portsmouth, New Hampshire and Eliot, Maine. The call from Portsmouth was from a media outlet concerning the noise of a non-based Gulfstream 2 conducting training in the area, but did not generate any other noise concerns. The inquiry from Boscawen was about low flying aircraft north of Concord and it is unknown if it has any affiliation with Portsmouth. The last three inquiries were concerning military jets flying low. After checking with the controllers it was verified that the aircraft were not flying below any published minimums.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate. Certain callers have indicated that call backs are unnecessary.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$58,733.58 for the following legal services rendered to the Pease Development Authority:

| | | | |
|----|--|--------------------|--------------------|
| 1. | Kutak Rock, LLC | | |
| | CLF/Through July 31, 2018 | \$615.00 | |
| | General/Through July 31, 2018 | <u>\$2,296.00*</u> | |
| | | | \$2,911.00 |
| 3. | Sheehan Phinney Bass + Green | | |
| | CLF/Through July 31, 2018 | \$27,144.00 | |
| | Tradeport-General Rep/Through July 31, 2018 | \$6,902.00 | |
| | CLF/Through August 31, 2018 | \$9,715.00 | |
| | Tradeport-General Rep/Through August 31, 2018 | <u>\$12,061.58</u> | |
| | | | <u>\$55,822.58</u> |
| | Total | | <u>\$58,733.58</u> |

*The balance will be paid by the City of Portsmouth.

N:\RESOLVES\2018\Legal Services 0918.docx

ANALYSIS - LEGAL FEES
ENVIRONMENTAL MATTERS

| ANDERSON & KREIGER, LLP | | |
|-------------------------|-----------------------------|-------------------|
| DATE | Conservation Law Foundation | Fiscal Year Total |
| FY19 | \$0.00 | \$0.00 |
| FY18 | \$15,805.55 | \$15,805.55 |
| | | |
| | | |
| | | |
| | | |
| Sub Totals | \$15,805.55 | \$15,805.55 |
| | | |
| | | |
| Cumulative Total | \$15,805.55 | \$15,805.55 |
| | | |
| | | |
| Through June 2018 | | |
| | | |
| | | |

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

August 10, 2018

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. 2459535

Client Matter No. 301603-1

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

Invoice No. 2459535

301603-1

Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$615.00

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

August 10, 2018

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. 2459281

Client Matter No. 294603-1

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

Invoice No. 2459281

294603-1

Re: General

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$2,665.00

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

| | |
|---|-------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$27,144.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$27,144.00 |
| | ----- |
| BALANCE DUE: | \$27,144.00 |
| | ----- |
| | ----- |

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: Trade Port - General Representation

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

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$6,902.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$6,902.00 |
| | ----- |
| PREVIOUS BALANCE: | \$0.00 |
| | ----- |
| TOTAL BALANCE DUE: | \$6,902.00 |
| | ----- |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$9,715.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$9,715.00 |
| | ----- |
| BALANCE DUE: | \$9,715.00 |
| | ----- |
| | ----- |

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: Trade Port - General Representation

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

| | |
|---|-------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$11,977.00 |
| TOTAL EXPENSES: | \$84.58 |
| | ----- |
| TOTAL THIS BILL: | \$12,061.58 |
| | ----- |
| PREVIOUS BALANCE: | \$6,902.00 |
| | ----- |
| TOTAL BALANCE DUE: | \$18,963.58 |
| | ----- |
| | ----- |

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... \$ _____



Division of Ports and Harbors Advisory Council
555 Market St.
Portsmouth, NH 03801
Tel 603-436-8500
Fax 603-436-2780

PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, JUNE 13, 2018

PRESENT: Don Coker, Chairman
Roger Groux, Vice-Chairperson
Erik Anderson
Chris Snow
Jeff Gilbert (arrived at approximately 6:08 pm)
Ned Raynolds (arrived at approximately 6:25 pm)
Geno Marconi, Director, DPH

ABSENT: Brad Cook
Chris Holt

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:04 p.m.

2. APPROVE MINUTES

Erik A. made a motion to accept the May 9, 2018 minutes, Chris S. 2nd. The council voted and the minutes were unanimously approved.

3. FINANCE REPORT

Director reported that the Division continues to pick up business. The salt ship that is here now is leaving tomorrow and the next one will be coming next week. This report is through the end of April, the first of July the Division will have an idea of what has been done for tonnage for the year as the fiscal year is July 1-June 30. Some of the operating expenses have increased, such as employee benefits. The Division is going through its revenue sources to see if adjustments can be made to offset some of these expenses. These are legislatively mandated increases that the Division has no control over. As a reminder, the mooring program can only have a revenue stream of 125% of what it costs to run the mooring program. Some others can possibly be adjusted are ground rentals, dockage and wharfage. Any proposed changes will be presented to the council for comment prior to presenting to the PDA board for approval.

4. DIRECTOR'S REPORT

- Director reported there was a NH DES/US EPA meeting at the DES office in Concord on June 6 regarding the proposed Functional Replacement test boring plan.
- Director reported that the US DOT INFRA Grant (for rehabilitation of the existing dock) was not awarded to the Port. The grantors awarded \$1.3 billion to 28 projects and only 2 port projects received funding from the INFRA Grant (Miami and Philadelphia to fund highway to port access roads). However, there is a new grant called BUILD which the Division is applying for, the applications are due by July 26 and should be awarded by December. If this one is not successful, the Division is going to have to take the money it has (\$5.4 mil) and do what it can with it because the existing dock is falling apart. Several minutes of discussion ensued including what happened with the last 10 applications not

being awarded, clarification on this project vs the Functional Replacement (FR) project, cost of the project and combining the bidding effort with the FR project and so on.

- The Director was notified by the Army Corps of engineers that the turning basin did not get funded. Jeff asked if that project is perceived as a higher economic value than the main pier rehabilitation, Director answered yes, for example, there is \$190 mil in direct wages and benefits, the safety factor on the environment and citizens, and the Port has already been getting calls for larger propane ships due to the wider opening of the new Sarah Mildred Long Bridge.
- The Rye Harbor storm repairs are coming along, the fuel system was up and running the Friday before Memorial Day weekend, which was a blessing. There is a ways to go but the Division is being careful with the expenses until it hears about any emergency relief funds. In the meantime, the Division is keeping the facility safe with doing repairs as needed.
- The Sarah Mildred Long Bridge walk was the other day, the bridge was closed to allow the public a chance to walk across the bridge.
- Director reported on a change in the FTZ boundary due to the fact that the US Customs Portland ME office Area Director filed a challenge on the original plan. A meeting was held with US Customs Area Director, Keith Fleming in Portland last week and in an effort to keep the project moving forward, adjustments were made to come to an agreement. Director presented a map showing the new proposed boundary, which cuts off a small area on the western side of the state in Grafton County. Albany Safran and Textile Coatings International are the 2 companies that have applied for FTZ usage recently. Several more minutes of discussion ensued.
- Roger asked if there was any news on the New Castle Bridge which brought about a conversation regarding the Hampton/Underwood Bridge and the road work being done in Hampton directly impacting the Hampton Harbor Marine Facility entrance and property. Discussion. The Director is staying very involved in this and will keep everyone posted. Don commented that if they do end up doing a fixed bridge that would leave just one Bascule Bridge in the state which could be a good thing for the New Castle bridge historical value.

5. COMMITTEE REPORTS

Fisheries

Erik reported the lobster fishing is the predominant fishery right now and it's been a slow spring so far. Erik reported that the Canadians have made a deal with the EU to eliminate the 8% tariff which has effected the market and pricing of lobsters here in the Northeast. Some ground fishing is going on, maybe 5 or 6 out of Hampton, they are fishing for Monk fish right now. The Cod fish issue is still problematic. Director mentioned that some folks have gone south for squid fishing. Director mentioned the charter fishing boats will be starting up this week. Several more minutes of discussion ensued.

Government

Ned reported that the City of Portsmouth has finished up its work on the city budget and adopted the FY 2019 budget with a 2.02% increase over FY 2018. The council considers this a good result, considering there are several items in the budget that were out of the City's control such as insurance premiums and contributions for retirement which seem to increase year after year. Ned mentioned a press release that mentioned the City issued \$22 million in bonds to pay

for things that were already appropriated. The City's AAA bond rating is the highest it can get which also related to a \$2 mil bond premium/rebate back to the City.

Director asked a question regarding the Market St. gateway project and is wondering if there are any updates to the work. Ned reported that in the near term (1-2yrs) there are plans to revisit the proposed design between the Rt. 1 bypass and Deer St. Ned will bring more details to the next meeting. Director voiced his concern and stressed again the Ports opposition of one of the proposed plans which involves narrowing up Market St., this would certainly affect the capabilities of the Port due to the amount of oversize loads and traffic that frequent the Port. Director also mentioned that he is happy that the City is moving along with the project as the Port has been holding off on making any improvements to the front entrance until the City decides what it will do. Director mentioned that the Deputy Chief Harbor Master is putting together a grant proposal to FEMA who handles a lot of the homeland security funds to improve the fencing along the railroad tracks to be an effective security barrier.

Erik made mention that the Pierce Island Bridge might be coming up for replacement and if Ned has any information to bring along with him. A few more minutes of discussion ensued.

Moorings

Chris reported that all is well on the water, it's been quiet. The council went over the application wait list a couple of months ago and since then there is nothing significant to report. Director commented that there were no appeals to report this year and that the guys have been busy issuing new permits. Don commented on the practice of possibly checking registrations to be sure the mooring holder is the actual owner of the boat. Director confirmed that is still the practice when issuing permits and if one is found the permit will be revoked. Discussion evolved into talking about abuse of the mooring system, Chris commented that there is some abuse, but it's a very small amount (a handful) and the Harbor Masters have gotten a really good handle on it. Overall, the Harbor Masters do a great job and the stories are bigger than the reality.

The topic of titling boats came up, Roger mentioned that NH is only 1 of 8 states that don't title boats and that it's still a topic of discussion in Concord. Several more minutes of discussion regarding titling went on.

PDA Liaison

Roger reported the next PDA board meeting is June 21st. There was very little that affected the Port during the May 17th meeting.

Maritime/Public Affairs

Don reported that the Tall Ship invitations were sent out to the City and State dignitaries. He reported that Fabulous Find in Kittery once again donated \$7000.00 to the event. The Captains reception is July 28th. www.sailportsmouth.org is the website for more information.

Dredging

Don said he heard a news report that funding has been released for Hampton Harbor dredging, Director said he received an email from Senator Shaheen's office and not sure about the details, but it sounds like \$275,000 was allocated for the planning and design portion of the project. Ned noted the article also mentioned he read there was \$4 mil to dredge in 2019. The port will have to get NH Wetlands permits for the Army Corp. Director mentioned that the dredge window is Nov 15 to March 15 only, the article is posted in Seacoast online.

Recreational Piers

Brad Cook was excused so Director reported that there were a few repairs that had to be done due to winter storms, but the biggest ticket item was the fuel system in Rye, which is now complete. The Division has been having talks with the engineer to see how it can stabilize that a little better. The Division is not sure which part of the FEMA disaster money might be available and for which projects but the hope is to do some remedial repairs to make it more resilient going forward.

Chris added that the City of Dover just installed a pier with floats on its city owned property on the Coheco River across from George's Marina. It's the first step in redeveloping that waterfront, it's a pier designed for recreational rowing and kayakers.

Erik mentioned to Councilor Raynolds the property owned by the City of Portsmouth on Mechanic Street, which is a dock, 99 year lease expired. Erik wanted to confirm that the property is owned by the City, Director confirmed that it is. The concern is that fishermen could use that property to unload and load using that pier as there appears to be no rules or regulations regarding fishing there, this has become a concern of the legitimate fishing community. Erik indicated that he would be interested to know the future plans for that property. Ned will follow up with the city officials.

6. NEW BUSINESS
No new business

7. OLD BUSINESS

The council by laws are on the table. Roger made a motion to postpone the review of the by-laws until fall, Erik seconded, and all were in favor. Roger also made a motion to adjourn for July and August, Chris S. seconded the motion, the council voted and all were in favor.

8. PUBLIC COMMENT
There were no members of the public present.

8. PRESS QUESTIONS
There were no members of the press present.

9. ADJOURNMENT
Before adjournment there was some discussion regarding the USS Manchester visit and frustrations were expressed regarding the lack of organization, such as too many tickets sold, lines down the street and empty seats in the front. Roger made a motion to adjourn, Chris S. 2nd, all were in favor and the meeting adjourned at 7:40 PM.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: September 20, 2018
Re: Commercial Use Mooring Permit Transfers

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

| | <u>Permit</u> | <u>Business</u> | <u>Date of Approval</u> |
|----------------|------------------|--------------------|-------------------------|
| Sagamore Creek | No. 253 | Commercial Charter | 08/15/18 |
| Transferor: | Michael Flanigan | | |
| Transferee: | Joseph Golter | | |

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

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

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

These conditions have been met.

P:\PortAuthority\Moorings\Transfers\BoardMemos\Boardmem 0918.docx

August 15, 2018

Michael Flanigan
Sea View Lobster Corporation

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 253, Sagamore Creek, New Hampshire

Dear Mr. Flanigan:

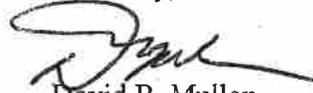
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Joseph Golter of Golter Lobster, LLC in connection with the sale of your commercial business.

You and Joseph Golter have represented that Golter Lobster, LLC intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Golter Lobster, LLC will continue to use the mooring for commercial purposes.

In accordance with the administrative rules which govern the transfer of commercial moorings; "If the holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse." See enclosed copy of Pda 508.01(d). By copy of this letter Golter Lobster, LLC is being put on notice of this provision.

Thank you for your attention to this matter.

Sincerely,



David R. Mullen
Executive Director

Enclosure

cc: Geno Marconi, Director PDA-DPH
Golter Lobster, LLC
PDA Legal Dept.

PART Pda 508 TRANSFER OF MOORING PERMITS

Pda 508.01 Transfer of Commercial Use Mooring Permits.

(a) A commercial vessel owner may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business, including the vessel for which the commercial use mooring permit(s) was issued by the division, is sold or under a contract of sale, subject to:

- (1) The buyer's submitting an application for a commercial use mooring permit for the same type of business or another type of business that would qualify for a commercial use mooring permit and all applicable documentation;
- (2) Payment of the commercial use mooring permit transfer fee for transfers pursuant to Pda 508.01(a), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development authority, Division of Ports and Harbors;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(b) The owner of a water-dependent business as described in Pda 502.30(b) may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business is sold or under contract of sale, subject to:

- (1) The buyer's submitting an application for a commercial use mooring permit for a water-dependent business as described in Pda 502.30(b) and all applicable documentation;
- (2) Payment of the commercial use water dependent business mooring permit transfer fee for transfers pursuant to Pda 508.01(b), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(c) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

Deliver To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(d) If the holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: August 14, 2018
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #253, from Michael Flanigan of Sea View Lobster Corp to Joseph Golter of Golter Lobster, LLC.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: August 14, 2018

Michael Flanigan of Sea View Lobster Corp and Joseph Golter of Golter Lobster, LLC are requesting the transfer of a Mooring Permit (#253) in the Sagamore Creek mooring field. Attached is documentation of Golter's commercial enterprise in the form of advertising and Secretary of State company information. Also attached is the commercial documentation associated Sea View Lobster Corp. Attached is a transfer request from Michael Flanigan with the assertion that he sold a 16' boat with 100+ lobster traps and assorted equipment. Joseph Golter has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #253 be transferred to:

Joseph Golter
Golter Lobster, LLC
20 Nantucket Place
Greenland, NH 03840

PARKING LOT USAGE/MAINTENANCE AGREEMENT

Pease Development Authority, Division of Ports and Harbors, ("Lessor" or "Owner"), a state agency created by RSA 12-G:43, I, is the owner of a parking lot located at 315 Market Street, City of Portsmouth, New Hampshire, (Map 119, Lot 5) (hereinafter "Lot"). The Isles of Shoals Steamship Company, Inc., ("Lessee"), Lessee of 315 Market Street, hereby enter into this agreement with the City of Portsmouth, a municipal corporation with an address of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "City" or "Sublessor") with respect to certain parking spaces located in the parking lot located at 315 Market Street (hereinafter "Parking Lot"). Lessee and the City are entering into this parking agreement ("Agreement") for the purposes and under the terms and conditions contained herein.

1. This Agreement shall commence on November 1, 2018 and continue in effect until April 30, 2019.
2. During the period in which this Agreement is in effect, the Fifty-One (51) parking spaces in the Parking Lot shown on the attached plan shall be available at the direction of the City for the purpose of allowing employees of the downtown area who have purchased a parking permit for the Parking Lot (hereinafter "Employees"). (See plan attached and incorporated hereto as Exhibit A).
3. The City agrees and represents that the parking permits issued by the City will allow Employees to park in the Parking Lot from Monday through Sunday but will prohibit overnight parking.
4. The City shall post and maintain signage in a manner to be approved by the Owner and Lessee to designate the Fifty-One (51) parking spaces for Employee parking. The signs shall include a prohibition against overnight parking and information about days Employees are permitted to park in the Parking Lot.
5. The City shall have the authority to provide regular and consistent enforcement of its rules and regulations governing the use of these parking spaces during the times stated to ensure that the parking spaces are only being used by authorized permit holders.
6. The City shall plow snow, apply salt and sand, and remove snow as necessary from the Parking Lot in accordance with its normal practices for City parking lots.
7. Except as described in this Agreement, the use of the Parking Lot shall be under the control of the Owner and Lessee.

8. The City shall defend and indemnify the Owner and Lessee for claims caused solely by the City's negligence, and which are within the scope of the City's liability insurance to the extent and under the terms and conditions under which the City itself is entitled to contractual indemnification coverage from the New Hampshire Public Risk Management Exchange, under the terms of its liability coverage document as it may be in effect from time to time.
9. The Parties agree that any compensation paid by the City to Lessee will be determined at the expiration of the term of this Agreement and will be the net parking permit revenues, the difference between gross parking permit revenues less expenses incurred by the City for the following; snow removal operations, parking permit production and administration and parking enforcement. The net parking permit revenues will be paid to Lessee within 45 days after the expiration of the term of this Agreement. The Parties anticipate that these payments shall not exceed \$1,000 per month.
10. This Agreement may be terminated with cause by either Party in the event that either Party fails to maintain its obligations under this Agreement, after being given written notice of such failure and a Thirty (30) day period to cure it. This Agreement may be terminated without cause by either Party with Forty-Five (45) days written notice to the other Party.
11. This Agreement may be renewed annually by agreement of the parties.

For the City of Portsmouth

For Lessee

Isles of Shoals Steamship Company, Inc

John P. Bohenko, City Manager

By: 

Dated: _____

Dated: 9/12/18

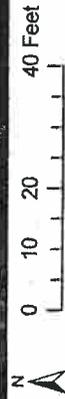
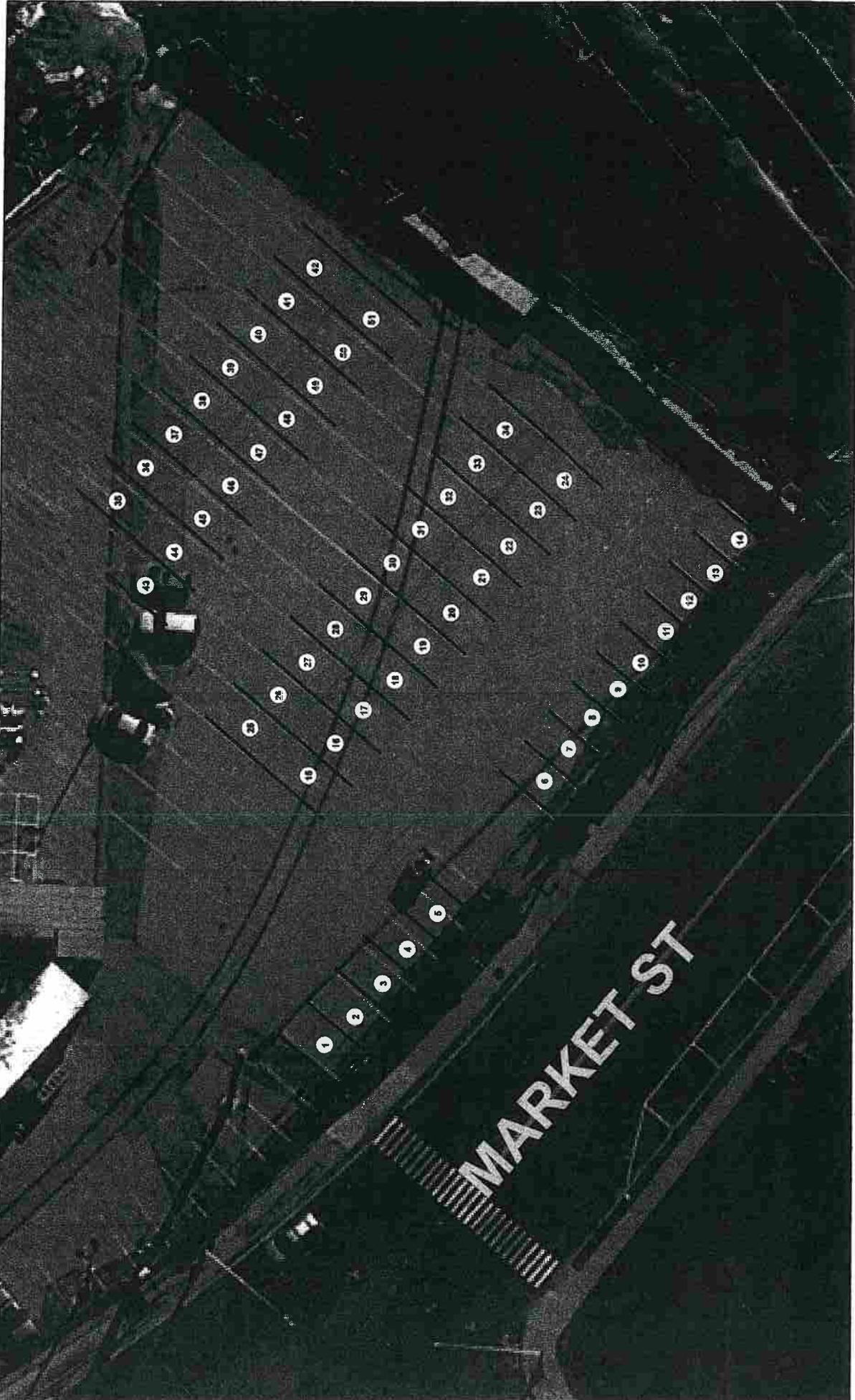
Pursuant to vote of the City Council
On November 17, 2014.

Pease Development Authority consents to this Parking Lot Usage / Maintenance Agreement entered into between the Lessee and the City.

~~Pease Development Authority~~

David R. Mullen, Executive Director

Dated: 9/13/18



ISSC Downtown Employee Parking Lot
U:\Projects\0217 Downtown Parking Update\ISSC Downtown Employee Parking Lot\ISSC Downtown Employee Parking Lot.pdf
Map prepared by Portsmouth Department of Public Works

MOTION

RIGHT TO KNOW UPDATE: Effective January 1, 2018, RSA 91-A, the Right to Know Law was modified to include that "If a member of the public body believes that any discussion in a meeting of the body, including in a nonpublic session, violates this chapter, the member may object to the discussion. If the public body continues the discussion despite the objection, the objecting member may request that his or her objection be recorded in the minutes and may then continue to participate in the discussion without being subject to the penalties of RSA 92-A:8, IV or V. Upon such request, the public body shall record the member's objection in its minutes of the meeting. If the objection is to a discussion in nonpublic session, the objection shall also be recorded in the public minutes, but the notation in the public minutes shall include only the members name, a statement that he or she objected to the discussion in nonpublic session, and a reference to the provision of RSA 91-A:3, II, that was the basis for the discussion."

Director Loughlin:

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

1. NHRSA 91-A:3, Paragraph II(a) the dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted;
2. NHRSA 91-A:3, Paragraph II(b) for the purpose of discussing the hiring of a public employee;
3. NHRSA 91-A:3, Paragraph II(c) for the purpose of discussing matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting;
4. NHRSA 91-A:3, Paragraph II(d) for the consideration of the acquisition, sale or lease of property;
5. NHRSA 91-A:3, Paragraph II(e) for consideration or negotiation of pending claims or litigation which has been threatened in writing or

filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.

Note: Roll Call vote required.

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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 September 20, 2018 meeting related to:

1. Dismissal, promotion or compensation of public employee;
2. Hiring of public employee;
3. Adversely affect the reputation of any person;
4. Acquisition, sale or lease of property; and
5. Litigation;

would, if disclosed publically, a) 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 Executive Committee the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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