

***BOARD MEMBER PHOTOGRAPHS WILL BE TAKEN IMMEDIATELY AFTER  
TODAY'S BOARD MEETING.***

**PEASE DEVELOPMENT AUTHORITY  
Thursday, December 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: November 15, 2018\*
- III. Employee Recognitions\*
- IV. Public Comment
- V. Old Business
  - A. Approvals
    - 1. Farley White at Pease, LLC – 90 Arboretum\* (Lamson)
- VI. Finance
  - A. Financial Reports
    - 1. Operating Result for 4 Month Period Ending October 31, 2018\*
    - 2. Nine Month Cash Flow Projections to August 31, 2019\*
- VII. Licenses/Easements/Rights of Way/Options
  - A. Approvals
    - 1. UNH Professional Development & Training – Wetlands Classes\* (Bohenko)
    - 2. Dept. of Defense Police Training – ROE\* (Allard)
- VIII. Leases
  - A. Reports
    - 1. NH Avenue Retail Center, LLC – Portsmouth Foot and Ankle, DPM, PLLC\*
    - 2. 222 International, LP – Laboratory Billing Solutions, Inc.\*
- IX. Contracts/Agreements
  - A. Reports\*
    - 1. Nortrax, Inc. – Purchase of John Deere Snow Plow Attachments
    - 2. Wellspeak Dugas & Kane, LLC – Appraisal
    - 3. Dell, Inc. – Replacement Computers

- B. Approvals
  - 1. Cross Insurance – PDA Insurance\* (Torr)
  - 2. USI-New England, Inc. – PDA Insurance\* (Levesque)
  - 3. Turf Products Corp. – Tractor Aerator Contract\* (Loughlin)
  - 4. Teesnap, LLC – Point of Sale System\* (Bohenko)
  
- X. Executive Director’s Reports/Approvals
  - A. Reports
    - 1. Elections\*
    - 2. Committee Appointments\*
    - 3. PDA Holiday Schedule – 2019\*
    - 4. Golf Course Operations
    - 5. Airport Operations
      - a) PSM
      - b) Skyhaven Airport
      - c) Noise Line Report\*
  
  - B. Approvals
    - 1. Bills for Legal Services\* (Loughlin)
    - 2. SAFE Contract Renewal\* (Allard)
    - 3. Nachurs Alpine Solutions Industrial – Sodium Formate\* (Torr)
    - 4. Nachurs Alpine Solutions Industrial – Potassium Acetate\* (Lamson)
    - 5. Holliston Sand Company, Inc. – Runway Sand\* (Levesque)
    - 6. USDA/Wildlife Service – Cooperative Services Agreement\* (Bohenko)
  
- XI. Division of Ports and Harbors
  - A. Reports
    - 1. Port Advisory Council\*
    - 2. Tim J. Leonard Plumbing & Heating Co. – Emergency Furnace Replacement\*
  
  - B. Approvals
    - 1. Initial Proposed Fees\* (Lamson)
    - 2. Heidi & Elisabeth Fisheries, LLC – ROE\* (Loughlin)
    - 3. L.W. Morgridge and Sons, Inc. – ROE\* (Allard)
    - 4. Chapter Pda 400 Rules – Final Adoption\* (Torr)
    - 5. Chapter Pda 300 Rules – Final Proposed\* (Levesque)
    - 6. Appledore Marine Engineering, LLC – Amended Proposal for Rye Rip Rap Repair\* (Bohenko)
  
- XII. New Business
  
- XIII. Upcoming Meetings
  - 1. 2019 Proposed Meetings Schedule\*

Board of Directors                      Thursday, January 17, 2019

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

XIV. Directors' Comments


XV. Non-Public Session\* (Allard)

- |  |
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| <ol style="list-style-type: none"><li>1. Leasing</li><li>2. Litigation</li></ol> |
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XVI. Vote of Confidentiality\* (Loughlin)

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

**NOTE: The Annual Holiday Party and Yankee Swap will be held at the Golf Course Clubhouse beginning at 11:30 a.m.**

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

Thursday, November 15, 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 8:02 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

**II. Acceptance of Minutes:**

**1. Public Hearings – October 18, 2018**

Director Lamson moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the October 18, 2018 Public Hearings.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**2. Board Meeting – October 18, 2018**

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the October 18, 2018 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**III. Public Comments**

Robert Jesurum, President of Port City Air, Inc., extended an invitation to its annual Christmas party on December 17, 2018 at 5:30 p.m. in Hangar 205.

**IV. Old Business**

**A. Approvals**

**1. 160 Corporate Drive, LLC – Lease Amendment**

Director Allard moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to complete negotiations and to enter into a Lease Amendment with 160 Corporate Drive, LLC for the premises located at 160 Corporate Drive on substantially similar terms and conditions set forth in the Memorandum of David R. Mullen, PDA Executive Director, dated November 1, 2018, attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**2. Ad-Hoc Advisory Committee**

Chairman Smith stated that in furtherance of the action taken by the PDA Board of Directors to establish an Ad-Hoc Advisory Committee to be known as the Residential Housing Study Committee (“Housing Committee”) to investigate, review and advise the Pease Development Authority with respect to the feasibility of permitting a residential use at Pease International Tradeport, he asked that the initial



membership of the Committee be amended. Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Chairman shall be appointed to the Committee and shall be the designated Chairman of the Committee, provided, however, that if the Chairman is unavailable to attend any meeting or perform any duty, PDA Deputy Director and General Counsel, Lynn Hinchee, shall act as his duly authorized designee.** Discussion: Director Bohenko appointed Suzanne Woodland, City of Portsmouth Deputy City Attorney, to the Housing Committee as an ex-officio non-voting member. Disposition: Resolved by unanimous vote for; motion carried.

## **V. Golf Committee Report**

Director Bohenko reported that the Golf Committee met on November 13, 2018. Scott DeVito, General Manager of the Golf Course at Pease (“Golf Course”) explained that Teesnap would replace the current point of sales (“POS”), online tee time reservation system and email database blast marketing platform system. Teesnap has an option for an online store which would allow for sales of season passes online and allow for reservation of golf events. Teesnap is a cloud-based system. The current system is internet-based. When the POS system is offline the Golf Course has no access to see who has reservations to play and customers cannot make tee time reservations online or by phone. Sales and credit card processing is also inaccessible. The Golf Committee unanimously endorsed the purchase.

Mr. DeVito next discussed the request to amend the Capital Improvement Plan (“CIP”) to purchase a fairway aerator attachment in FY2019 at a cost of approximately \$32,000 which would allow the flexibility for Golf Course staff to aerate the greens as time permits. The Golf Committee unanimously endorsed the purchase.

Mr. DeVito discussed the request for an upgrade of the NH GHIN software which contains an online scoring system, event calendar web page feature, and a plug in for online registration. All golf courses in New Hampshire have upgraded to this system so players can keep and maintain their handicaps. The Golf Committee unanimously endorsed the purchase.

Mr. DeVito discussed the requested changes to the kitchen cooking line would include the addition of a fryolator and refrigeration under the cooktop; all in an effort to save processing time for approximately \$34,000.00. An upgrade of the fire suppression system and tying into the gas line will also be required. Mr. DeVito further explained that the Golf Course is also looking into two other electric units for the prep area in the back depending on whether hood units will be required. The Golf Committee unanimously endorsed the purchase.

The Board concurred to suspend the rules and allow John Tinios, President of Grill 28, to speak on the kitchen cooking line. Mr. Tinios discussed the vendor contract which will expire at the end of 2019 and the current arrangement with PDA. Mr. Tinios stated he was asked by the Board to make an investment into the property and that he would be willing to if PDA would change the vendor agreement into a lease agreement. This would allow him to amortize the investment over time. Mr. Tinios stated that Grill 28 is cramped for space and acknowledges a need for expansion and the tent area to be a year round facility. Mr. Tinios stated the demand of the number of customers turned away would justify the expense to convert the tent area. Director Bohenko stated that the Golf Committee would like to meet with Mr. Mullen to discuss the proposal by John Tinios. Chairman Smith concurred. Mr. Mullen will arrange a meeting time.

## **VI. Finance Committee Report**

Irv Canner, PDA Director of Finance, reported that the Finance Committee met on November 13 2018 to review the status of PDA finances.

## **A. Financial Reports**

### **1. Operating Results for Three Month Period Ending September 30, 2018**

Mr. Canner reported on the status of PDA finances for the three month period ending September 30, 2018. Mr. Canner stated the operating revenues are consistent starting FY19 being slightly over budget by 0.8% and operating costs are under than budget by 1.9%. The one overage in expenses is the cost of goods sold for fuel but the operating revenues for fuel sales are over budget.

Personnel services are under budget by approximately \$12,000.00 or less than 1%. The benefits related to the OPEB liability is over budget. PDA fringe benefits are over budget by about \$69,000. In response to Director Lamson's question for a clarification regarding the fuel sales, Mr. Canner explained that fuel sales are actually \$454,000 which is above budget by \$187,000. The net margin for the sale of fuel for Division of Ports and Harbors ("DPH") is 7%.

Mr. Canner reported that the labor costs of benefitted and non-benefitted are \$1.1 million to date. The fringe benefit number is over budget due to the OPEB liability. The current number of benefitted employees is 49 for PDA and 10 for the DPH, with one open position at the Portsmouth International Airport at Pease ("PSM"). The total number of seasonal employees for the Golf Course is 24 and DPH has six which were not reflected in the statistics. The total number on the payroll this current pay period is 109, which includes seasonal and part-time employees.

Mr. Canner reviewed the Balance Sheet. Cash balances increased by \$800,000 since June 30, 2018. There is a total of \$6.9 million in cash at the end of September. The OPEB and pension liabilities as of June 30 was \$13.2 million total. The construction activity of \$440,000 is primarily the barge dock work at DPH and at design work on the runway at the airport. PDA has not had to access the revolving line of credit ("RLOC").

In his review of the Business Units Analysis, Mr. Canner reported that the number of enplanements at PSM is slightly lower than the prior year primarily due to the airlines' fleet realignment. The fee revenue is down due to the postponement of pay for parking from July 1 to January 1, 2019 with a loss of projected revenues of approximately \$300,000 for the year.

Mr. Canner reported that the DAW cumulative deficit is \$2.1 million since DAW was consolidated with PDA in FY 2009. Fuel sales have increased by \$6,000.

The Golf Course operating revenues for the first three months of the fiscal year are ahead by 8% through the end of September. The operating expenses are slightly higher. The big revenue increase is from golf fees. Rounds of golf played are down about 1% below last year at 50,600 rounds this year versus over 51,000 rounds last year due to 56 rain days this year. Grill 28 sales are up 2% from last year. Simulator revenues are up approximately 40% from last year.

There has been no significant change in the DPH with revenues increasing slightly by \$182,000 due to fuel sales.

### **2. Nine Month Cash Flow Projections to July 31, 2019**

Mr. Canner reviewed PDA cash flow projections (excluding DPH) for the nine month period ending July 31, 2019. In November there is approximately \$6.7 million in cash. The cash balances will come down sharply by about 70% from \$6.6 million to \$1.9 million due to the terminal expansion at PSM. During this nine-month period, PDA anticipates spending approximately \$6 million on the terminal and approximately \$300,000 will be spent on pay for parking. These non-grant expenditures represent \$6.3

million of the \$6.6 that is shown in the report. At this point, there will be no need to use the short term RLOC. The monthly cash flows show pay for parking revenues starting in January with approximately \$65,000 and the fuel flowage fees have been coming in since July. The current interest rate for November 1 on the \$5 million which is coming due at the end of December 2018 is 5.03%. There have been no significant change to the DPH cash flow.

Mr. Canner stated that PDA will conduct a presentation to the State tomorrow for FY 20 and FY 21 for an overview of the proposed budget. Mr. Mullen and Mr. Marconi will attend.

### **3. EDA Annual Filing – Revolving Loan Fund at June 30, 2018**

Mr. Canner reported that the Economic Development Administration rated the PDA Revolving Loan Fund (“RLF”) with an A rating which is the highest rating it can get. There are reporting changes with reporting on a fiscal year basis instead of every six months. The last report was made at the end of March 2018 and filed in April 2018. The status of the fund now is \$1.2 million of the original \$810,000 grant. As of June 30, there was \$48,000 which has not been loaned out. The current amount of loans outstanding is \$1.152 million. There are 21 loans outstanding with the top five comprising close to 60% of the loans outstanding. There have been 105 issued since inception and 103 jobs created with 227 jobs saved. Only one loan is delinquent and PDA is in the process of collecting the funds through the sale of a boat.

*Note: Director Bohenko left the room at 8:28 a.m.*

#### **B. Approvals**

##### **1. Investment Guidelines**

Director Lamson moved and Director Torr seconded that **In accordance with the recommendation of the PDA Finance Committee, the Board of Directors hereby adopts and implements the Investment Guideline Policy in accordance with the Memorandum of Irv Canner, Director of Finance, dated November 7, 2018, attached hereto.** Discussion: None. Disposition: Resolved by 6/0 votes for; motion carried.

##### **2. Provident Bank – Revolving Line of Credit Extension**

Director Loughlin moved and Director Lamson seconded that **In accordance with the recommendation of the PDA Finance Committee, the Board of Directors hereby approves of and authorizes the Executive Director and any other required signatories, to:**

- 1. increase the current Revolving Line of Credit Facility with Provident Bank from \$5,000,000 to \$15,000,000; and**
- 2. execute Certificate(s) of Resolution in such form as has been approved by PDA’s General Counsel and the Director of Finance and to enter into such agreements as may be required to implement this increase in the Revolving Line of Credit;**

**all in accordance with the Memorandum of Irv Canner, Director of Finance, dated November 7, 2018, attached hereto.** Discussion: None. Disposition: Resolved by 6/0 votes for; motion carried.

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

**A. Approvals**

**1. Lonza Biologics, Inc. – Parking License Agreement**

Director Allard moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute Amendment No. 7 to the Parking License Agreement with Lonza Biologics, Inc. for parking spaces located at 55 International Drive. The License Amendment is extended from November 1, 2018 through October 31, 2019; all in accordance with the Memorandum from David R. Mullen dated November 1, 2018 and draft Amendment No. 7, attached hereto. Discussion: None. Disposition: Resolved by 6/0 votes for; motion carried.**

**VIII. Leases**

**B. Approvals**

**1. Port City Aircraft Repair, LLC – Universal Agreement**

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a Universal Lease Agreement with Port City Aircraft Repair, LLC (“PCA”) for properties located at 104 Grafton Drive; Hangars 205, 212, 213, 229 and the North Fuel Farm; in accordance with the Memorandum from Paul E. Brean, Airport Director, dated November 7, 2018, attached hereto. Discussion: In response to Vice-Chairman Loughlin’s question whether the location of the 3.11 acres are on the tarmac, Mr. Mullen stated it is. Disposition: Resolved by 6/0 votes for; motion carried.**

**IX. Contracts/Agreements**

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of License Agreements,” David Mullen, PDA Executive Director, reported the following:

**A. Reports**

**1. Kyocera Copier Contract**

PDA contracted with Kyocera Document Solutions New England for the lease of a new copier. The expenditure of \$189.00 per month was approved by Vice-Chairman Loughlin.

**2. AutoCAD Subscription Renewal**

PDA contracted with DRI\*Autodesk, Inc. for renewal of the AutoCAD software subscription. The expenditure of \$3,543.75.00 was approved by Vice-Chairman Loughlin.

**B. Approvals**

**1. Fred C. Church, Inc. – PDA Workers Compensation Coverage**

Director Levesque moved and Director Allard seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind Workers Compensation insurance coverage for the Pease Development Authority to be provided by MEMIC and brokered by Fred C. Church Insurance, Inc. (“Church”) for the period of 12/31/18 through 12/31/19 in the projected amount of \$70,129.00; all in accordance with the Insurance Proposal prepared by Church and the memorandum of Mark H. Gardner, Deputy General Counsel, dated November 1, 2018, attached hereto. Discussion: None. Disposition: Resolved by 6/0 votes for; motion carried.**



*Note: Director Bohenko returned to the meeting at 8:36 a.m.*

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

**A. Reports**

**1. Golf Course Operations**

Mr. DeVito reported on the activities at the Golf Course. The maintenance staff shut down the irrigation system for the season. Mr. DeVito stated that 18 holes will be kept open depending on the weather conditions, but hopes to keep at least nine holes open and will have a course close date of December 2. Simulators use is heavy at this point.

**2. Airport Operations**

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

**a. PSM**

Mr. Brean reported that October was a robust month with 3,052 scheduled enplanements and 3,500 troop charter passengers. There have also been several athletic charters from UNH. In the course of process cleanups, an error was discovered in the reporting of enplanements for 2017; that reports showed approximately 10,000 more charter enplanements than occurred. In 2017, the true number of enplanements was 95,000. There currently are 76,110 enplanements. Frontier Airlines ("Frontier") starts service at PSM on December 6 which will mean another 600 passengers per week through the terminal. Allegiant Airlines ("Allegiant") is wrapping up their schedules and announced daily flights to Punta Gorda beginning February 15. There is a significant increase in the variety of troop flights through PSM. Traditionally, Atlas Air ran the flights but Delta is now running troop flights almost daily. Miami Air continues to increase troop flights as well.

In October, 969,466 gallons of fuel was sold which equates to just under \$20,000 in revenue. A Russian Antonov plane came in and did cargo operations work for Raytheon. The terminal is very busy with Frontier installation and the revenue parking structure is ongoing.

**b. Skyhaven Airport**

Mr. Brean reported did not report on activities at Skyhaven for October.

**c. Noise Line Report**

There were a total of 39 noise inquiries at PSM during the month of October. There were 17 inquiries regarding rotor activities originating from three residences in Portsmouth, 16 of which pertained to Seacoast Helicopters and one pertained to a non-based larger helicopter. There were 22 inquiries regarding fixed wing activities from 17 residences in Durham, Portsmouth, Dover, Somersworth, New Hampshire; and Lebanon, Maine, 20 of which pertained to the 4:00 a.m. departure of F-16s on October 14, 2018. The remaining two inquiries from a Durham resident pertained to a Lincoln Laboratory Boeing 707 from Bedford, Massachusetts training in the area.

It was reported on October 25, 2018 that the noise line was down due to a suspected power bump in the building. Director Lamson complimented Mr. Brean and staff on the repairs to the noise law and the quick response to the Town of Newington's inquiry.

Director Bohenko discussed an option to provide an app for parking so patrons can pay for their parking directly from their phone instead of a kiosk and suggested that Mr. Brean contact the Parking Director, Ben Fletcher, who has done all of the research work on the project. Mr. Brean stated that he will reach out to Mr. Fletcher and that the specs for the RFP requires that the platform be ready for mobile based operation and have license plate recognition and web reservation capabilities. Director Bohenko stated that NH requires permission to give out the license plates and it would be easier if PDA used the same app as the City of Portsmouth and other cities as well.

In response to Director Lamson’s question about Allegiant’s fleet of planes, Mr. Brean stated that by the end of December, Allegiant will have phased out all of its MD80s and will be running A320s.

**B. Approvals**

**1. Bills for Legal Services**

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$40,711.70 for the following legal services rendered through September 30, 2018 for the Pease Development Authority:**

<b>1.</b>	<b>Kutak Rock LLP General</b>	<b><u>\$5,715.70*</u></b>	<b>\$5,715.70</b>
<b>3.</b>	<b>Sheehan Phinney Bass + Green Tradeport-General Representation CLF</b>	<b>\$6,141.00 <u>\$28,855.00</u></b>	<b><u>\$34,996.00</u></b>
<b>Total</b>			<b><u>\$40,711.70</u></b>

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

**XI. Division of Ports and Harbors**

Geno J. Marconi, Division Director, reported on DPH activities, and the approvals sought before the Board represent the current business at DPH.

**A. Reports**

**1. Port Committee Meeting**

Mr. Marconi reported that the Port Committee met on November 1, 2018 and updated the Committee on the functional replacement of the barge dock and provide a tour of the Market Street project and the DPH facilities. The testing of the subsurface soils is almost finished and will be reported to NH DES and EPA just after the New Year.

**2. Port Advisory Council – Amendments to By-Laws**

Mr. Marconi reported that the Port Advisory Council (“PAC”) made amendments to its By-Laws to close some gaps. The PAC is reporting to amendments to the Board for review and comment. The PAC will meet again on the second Wednesday of December (December 12).

### **3. Granite State Minerals, Inc. – License Extension**

Mr. Marconi reported that Granite State Minerals, Inc. exercised its option to renew its lease for one year and will it will expire on October 31, 2019.

### **4. Expenditure Report**

Mr. Marconi reported on the three unplanned expenditures made by DPH. The storage shed at Rye Harbor Marine Facility was damaged beyond repair in the 2018 winter storm and will be replaced by the end of November. DPH will seek reimbursement from FEMA through the Winter Storm Disaster Funding Program. The expense of \$3,175.00 was approved by Vice-Chairman Loughlin.

Mr. Marconi reported that there was a severe water leak in the roof of the scale house at the Market Street Terminal and requires emergency repair. The water was leaking into the fluorescent lights. Ricci Lumber will conduct the repairs. The expense of \$4,270.47 was approved by Vice-Chairman Loughlin and, in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs,” by David Mullen, PDA Executive Director.

Mr. Marconi reported that the Port Committee approved an expenditure of \$8,179.00 from the Harbor Dredge and Pier Maintenance Fund for a change order to add a connection that will allow the Port office to run off the generator at the Market Street Terminal in the event of a power outage. The Port is an alternate site as an emergency incident command center.

### **5. Foreign Trade Zone Application to Reorganize FTZ 81**

Mr. Marconi reported that the DPH application to reorganize FTZ 81 under the alternate site framework “(ASF”) was approved the Department of Commerce, Foreign-Trade Zones Board. Mr. Marconi recognized Glenn Page from Foreign Trade Zone Solutions who was present and David Trumbull from Agathon Associates in Boston for their work on the project. They were contracted to write the application, submit the application and shepherd it through the process. Mr. Marconi expressed his thanks to Mr. Page for his assistance. Mr. Marconi explained that the boundary follows specific roads and starts in Lebanon and runs east to Effingham Falls and everything south of the designated line is included in the site zone project. Companies in this zone can make use of the foreign trade zone activity and expedites the activation process. Prior to this approval, this area was considered a standard site framework which designated very specific sites: the Port terminal, the Tradeport, the Manchester Airport and the industrial park between Heritage Drive and Constitution Drive. The driver for this project for the DPH was due to a company purchased a 50-acre lot of land a couple of years ago in Londonderry which abutted the Manchester Airport. DPH had to go through a very long, lengthy, laborious process for a minor modification of the boundary line on property that had authorization for foreign trade zone activity. Mr. Page recommended the alternate site framework to expedite the process. Chairman Smith thanked Mr. Marconi on his good work on this project as well as Mr. Page for his work stating that the FTZ work is not given a lot of notoriety in the press but is important for the economic development. Mr. Marconi stated that he has received a number of calls in the last six to eight months because of the changes in the tariff schedules.

Vice-Chairman Loughlin commented about the tour of the Port at the Port Committee meeting on November 1; that while there, a crew was assembling materials to go to Star Island for the wastewater treatment plant, a crew was working on the pier in the Town of Newington as well as salt trucks coming in and out. Vice-Chairman Loughlin further commented that Mr. Marconi explained how the barge replacement dock work and the way the project has come together and the financing of it is a testament to

Mr. Marconi being the right person for this position. Vice-Chairman Loughlin commended Mr. Marconi on all of his hard work at DPH.

**B. Approvals**

**1. Appledore Marine Engineering, LLC – Rye Harbor Riprap Repair**

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, LLC (“AME”), in a total amount not to exceed \$13,800.00 for the purpose of obtaining the regulatory permits, development of construction sketches and limited consultation during construction of the Rye Harbor Riprap Repair Project.**

**Further, the Board of Directors approves the expenditure from the Harbor Dredging and Pier Maintenance Fund; subject to the approval of the Capital Budget Overview Committee; all in accordance with the memorandum of Geno J. Marconi, dated November 5, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.**

**XII. New Business**

There was no new business.

**XIII. Upcoming Meetings**

Chairman Smith reported that the following meetings will be held:

Board of Directors      December 20, 2018 (Annual Meeting)

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

**XIV. Directors’ Comments**

Director Torr commented that Geno make a lot happen with nothing and if the rest of the Board members have not been down for a tour recently, they should go. Chairman Smith concurs.

**XV. Non-Public Session**

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

- 1. NHRSA 91-A:3, Paragraph II(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**

**Note: Roll Call Vote Required.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. The Board entered into non-public session at 9:03 a.m. The Board returned to public session at 10:26 a.m.



## XVI. Vote of Confidentiality

Director Loughlin moved and Director Allard 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 November 15 2018 meeting related to:

1. Leasing of property; and
2. Litigation;

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

## XVII. Adjournment

Director Allard moved and Director Bohenko seconded to **adjourn the Board meeting.**  
Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. Meeting adjourned at 10:27 a.m.

## XVIII. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen  
Executive Director



MEMORANDUM

To: Pease Development Authority Board of Directors  
From: David R. Mullen, Executive Director  
Date: December 20, 2018  
Re: Employee Recognition

\*\*\*\*\*

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

10 year (clock)

Sandy McDonough, Airport Operations Specialist

15 year (certificate and \$50 bill)

Ryan Caron, Grounds Foreman  
Tracy Shattuck, Chief Harbormaster

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

Dave Mullen, Executive Director  
Judy Dubois, Administrative Assistant

25 year (certificate and \$250)

Maria Stowell, Engineering Manager  
Dave Arnold, Mechanic




MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of the extension of the ground rent commencement date to “not later than occupancy or January 1, 2020,” for Farley White Pease, LLC for the premises at 90 Arboretum Drive, Newington, NH; in accordance with the Memorandum of David R. Mullen, PDA Executive Director, dated December 13, 2018, attached hereto.

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MEMORANDUM

To: PDA Board of Directors  
From: David R. Mullen Executive Director   
Re: Farley White Pease LLC. @ 90 Arboretum Drive  
Date: December 13, 2018

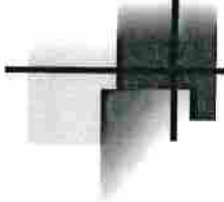
.....  
In the course of pursuing with due diligence the approvals to construct 73,000 square feet of new office building adjacent to its existing facilities at 100 Arboretum Drive, Farley White Pease LLC (Farley White) made application for an Alteration of Terrain Permit.

An Alteration of Terrain Permit is required whenever a project will disturb more than 100,000 square feet of terrain and its purpose is to protect surface water quality by controlling soil erosion and managing, treating, and recharging stormwater runoff from development activities.

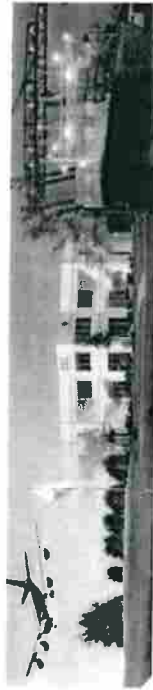
In its initial filing, Farley White relied, as the basis of its design, on the recorded mapping of the Ground Water Management Zones at Pease. After review and comment, it was determined that the recorded mapping was no longer accurate and redesign work was necessary.

As a result of the delay in receiving this permit, it is now anticipated that Farley White will commence construction in the spring of 2019.

When PDA enters into a ground lease, a developer is given a 9 month rent free period to commence and complete construction. In this instance, the 90 Arboretum Drive LOI provided for the commencement of ground rent not later than occupancy or April 1, 2019. As a result of the construction start delay caused through no fault of Farley White, PDA staff seeks authority to extend the ground rent commencement date to "not later than occupancy or January 1, 2020."



# **FY 2019 FINANCIAL REPORT FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018**



**BOARD OF DIRECTORS MEETING  
DECEMBER 20, 2018**



# CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

## FOR THE FOUR MONTH PERIOD ENDING OCTOBER 30, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
<b>OPERATING REVENUES</b> <i>(PAGE #3)</i>	<u>5,982</u>	<u>6,019</u>	<u>(37)</u>	<u>15,224</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	2,042	1,902	140	5,903
BUILDINGS AND FACILITIES MAINTENANCE	587	816	(229)	2,482
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	394	406	(12)	1,207
UTILITIES <i>(PAGE #6)</i>	184	236	(52)	712
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	139	236	(97)	911
MARKETING AND PROMOTION	58	124	(66)	315
ALL OTHER <i>(PAGE #6)</i>	<u>613</u>	<u>412</u>	<u>201</u>	<u>1,033</u>
<b>OPERATING INCOME</b>	<u>4,017</u>	<u>4,132</u>	<u>(115)</u>	<u>12,563</u>
	<u>1,965</u>	<u>1,887</u>	<u>78</u>	<u>2,661</u>
<b>NONOPERATING (INCOME) AND EXPENSE</b> <i>(PAGE #7)</i>	(11)	43	54	130
<b>DEPRECIATION</b>	<u>1,953</u>	<u>2,146</u>	<u>(193)</u>	<u>6,437</u>
<b>NET OPERATING INCOME</b>	<u>23</u>	<u>(302)</u>	<u>325</u>	<u>(3,906)</u>

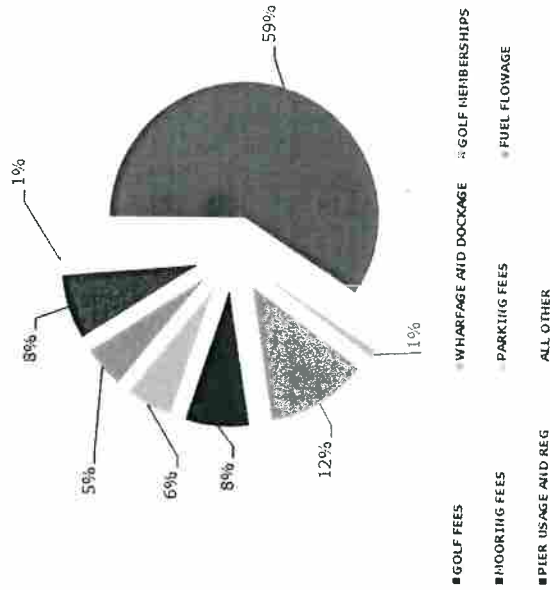
**BUDGET VARIANCE ANALYSIS**

- **OPERATING REVENUES-  
LOWER BY 0.6 % ...**
- 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
  - PAY FOR PARKING DEFERRED UNTIL JANUARY 2019
  - DPH AND DAW FUEL SALES
- **OPERATING COSTS-  
LOWER BY 2.8 %...**
  - DPH AND DAW FUEL EXPENSE HIGHER TO OFFSET FUEL SALES.
  - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED- OPEB IMPACT
  - COMPREHENSIVE FY 2018 YEAR END CUT-OFF PROCEDURES.
  - BENEFITED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED GOLF ACTIVITIES AND LESS THAN ANTICIPATED WHARFAGE ACTIVITIES (DPH).

# CONSOLIDATED OPERATING REVENUES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018

(\$ 000's)

FEE REVENUES YEAR TO DATE



	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	3,371	3,575	(204)	9,968
FEE REVENUES (SEE PIE CHART)	1,496	1,698	(202)	3,603
FUEL SALES (SEE TABLE BELOW)	528	329	199	704
CONCESSION REVENUE	179	163	16	400
GOLF MERCHANDISE	115	109	6	235
ALL OTHER- NET	293	145	148	314
	<b>5,982</b>	<b>6,019</b>	<b>(37)</b>	<b>15,224</b>

FUEL ANALYSIS	ACTUAL SALES	BUDGETED SALES	BUDGET VARIANCE	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
PORTSMOUTH FISH PIER	252	192	60	207	130	77
RYE HARBOR	103	35	68	82	33	49
HAMPTON HARBOR	145	81	64	116	74	42
SKYHAVEN AIRPORT	28	21	7	28	17	11
	<b>528</b>	<b>329</b>	<b>199</b>	<b>433</b>	<b>254</b>	<b>179</b>

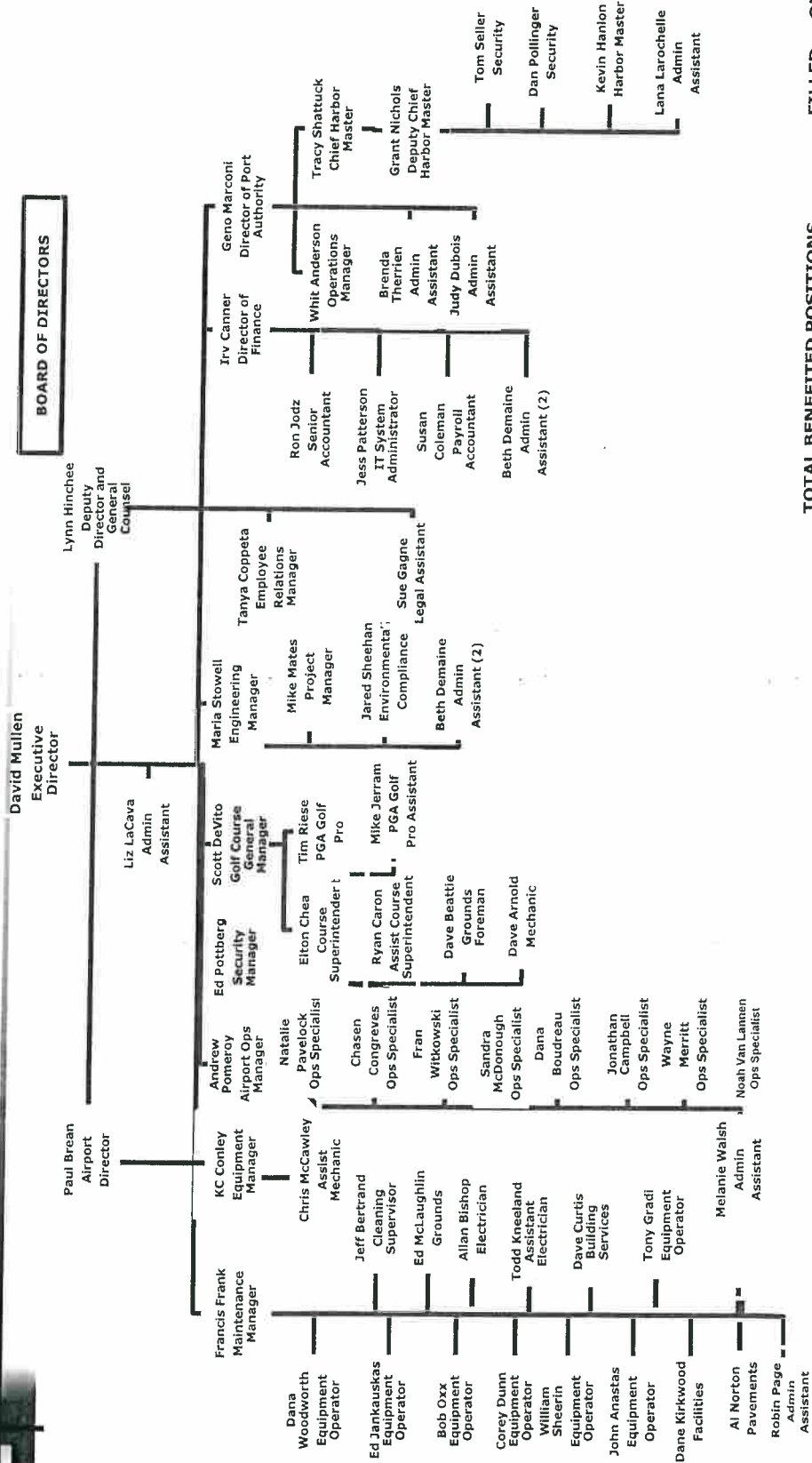
# CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 30, 2018

(\$ 000's)

	PERSONNEL SERVICES			FRINGE BENEFITS			CURRENT STAFF ANALYSIS ( FILLED POSITIONS ) AS OF DECEMBER 10, 2018					
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL			
BENEFITED	1,228	1,244	(16)	3,667	1.0	1.0	-	-	2.0			
NONBENEFITED	265	241	24	759	-	18.0	-	13.0	31.0			
OVERTIME	69	82	(13)	236								
ACCRUED VACATION/ SICK	11	-	11	-								
	<u>1,573</u>	<u>1,567</u>	<u>6</u>	<u>4,662</u>								
CHARGE OUT	<u>(106)</u>	<u>(162)</u>	<u>56</u>	<u>(368)</u>								
	<u>1,467</u>	<u>1,405</u>	<u>62</u>	<u>4,294</u>								
<b>FRINGE BENEFITS</b>												
HEALTH INSUR	379	343	36	1,026								
RETIREMENT	196	160	36	605								
DENTAL INSURANCE	21	21	-	63								
LIFE INSURANCE	10	8	2	25								
	<u>606</u>	<u>532</u>	<u>74</u>	<u>1,719</u>								
CHARGE OUT	<u>(31)</u>	<u>(35)</u>	<u>4</u>	<u>(110)</u>								
	<u>575</u>	<u>497</u>	<u>78</u>	<u>1,609</u>								
	<u>2,042</u>	<u>1,902</u>	<u>140</u>	<u>5,903</u>								
					<u>14.0</u>	<u>46.0</u>	<u>20.0</u>	<u>41.0</u>	<u>121.0</u>			



# PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- CURRENT



**TOTAL BENEFITED POSITIONS**  
PDA 50  
DIVISION OF PORTS AND HARBORS 10

**FILLED** 50  
**OPEN** 10

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

# CONSOLIDATED OTHER OPERATING EXPENSES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018

(\$ 000's)

<b>ADMINISTRATIVE AND GENERAL</b>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	115	123	(8)	357					
INSURANCE	63	56	7	168	LEGAL	60	168	(108)	750
TELEPHONE / COMMUNICATIONS	33	35	(2)	104	INFORMATION TECHNOLOGY	15	23	(8)	69
WORKERS' COMPENSATION	22	25	(3)	75	EXTERNAL AUDIT	45	34	11	60
BANK FEES	25	38	(13)	81	ALL OTHER- NET	19	11	8	32
ALL OTHER-NET	136	129	7	422					
	<b>394</b>	<b>406</b>	<b>(12)</b>	<b>1,207</b>		<b>139</b>	<b>236</b>	<b>(97)</b>	<b>911</b>

<b>UTILITIES</b>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	ALL OTHER	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	123	130	(7)	394	FUEL	433	254	179	653
WATER	18	40	(22)	117	GOLF MERCHANDISE	84	71	13	175
WASTE DISPOSAL	32	32	-	96	COAST TROLLEY	23	30	(7)	120
NATURAL GAS AND OIL	4	23	(19)	70	GOLF CART LEASE	73	57	16	85
PROPANE	7	11	(4)	35		<b>613</b>	<b>412</b>	<b>201</b>	<b>1,033</b>
	<b>184</b>	<b>236</b>	<b>(52)</b>	<b>712</b>					

# CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
INTEREST EXPENSE	3	49	(46)	148
INTEREST INCOME AND OTHER	(14)	(6)	(8)	(18)
	<u>(11)</u>	<u>43</u>	<u>54</u>	<u>130</u>

## INTEREST EXPENSE

	YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK- RLOC	-	138
CITY OF PORTSMOUTH	3	10
TOTAL	<u>3</u>	<u>148</u>



# SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF OCTOBER 31, 2018

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PSM OBSTRUCTION DESIGN (SBG 04-2014)	04-25-14	333	316	304	(15)	289	-	-
PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	03-21-16	392	373	392	(20)	372	-	-
PSM TERMINAL BATHROOM RENOVATIONS (AIP 56)	04-21-16	546	519	536	(27)	509	-	-
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	762	(31)	406	325	155
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	895	(108)	782	5	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	351	(17)	332	2	-
PSM- AIR NATIONAL GUARD TAXIWAY PROJECT	-	2,500	2,500	2,440	(116)	2,321	3	-
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	-	-	-	-
DAW SNOW REMOVAL EQUIP (SBG 08-2017)	05-18-17	503	478	495	(25)	7	463	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	09-22-16	1,830	1,738	1,466	(103)	1,363	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	47	(2)	-	45	-
DPH BUILD GRANT APPLICATION	-	-	-	13	-	13	-	-
DPH FUNCTIONAL REPLACEMENT- BARGE DOCK	-	-	-	287	-	196	91	-
							<b>937</b>	<b>155</b>

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-18	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-18
<b>PORTSMOUTH AIRPORT</b>					
RUNWAY 16-34 DESIGN (AIP 58)	661	101	-	101	762
TERMINAL PLANNING STUDY (AIP 61)	351	-	(351)	(351)	-
TERMINAL BUILDING EXPANSION	725	-	-	-	725
REPLACE TERMINAL RTU'S	180	-	(180)	(180)	-
OBSTRUCTION REMOVAL- CONSTRUCTION	2	3	(3)	-	2
AIRFIELD SINAGE	-	50	(50)	-	-
PAY FOR PARKING PROJECT	-	11	-	11	11
TERMINAL CARPETING	=	24	(24)	=	=
	<u>1,919</u>	<u>189</u>	<u>(608)</u>	<u>(419)</u>	<u>1,500</u>

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-18	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-18
<b>SKYHAVEN AIRPORT</b>					
SNOW REMOVAL EQUIPMENT	-	<u>1</u>	-	<u>1</u>	<u>1</u>
<b>TRADEPORT</b>					
<b>GOLF COURSE</b>					
TORO TOP DRESSING BRUSH	-	3	(3)	-	-
GR3150 GREENS MOWERS	-	74	(74)	-	-
GM 3500 TRIM MOWER	-	<u>32</u>	<u>(32)</u>	-	-
	-	<u>109</u>	<u>(109)</u>	-	-
<b>ADMINISTRATION</b>					
WEBSITE REDESIGN PROJECT	<u>29</u>	<u>10</u>	<u>(39)</u>	<u>(29)</u>	-
<b>MAINTENANCE</b>					
	-	-	-	-	-

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-18	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-18
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
FASTLANE GRANT APPLICATION	11	-	-	-	11
UPGRADE PORT SECURITY AND SOFTWARE	47	-	-	-	47
FUNCTIONAL REPLACEMENT- BARGE DOCK	21	266	-	266	287
BUILD GRANT APPLICATION	-	13	-	13	13
	<u>79</u>	<u>279</u>	=	<u>279</u>	<u>358</u>
<b>TOTAL</b>	<u>2,027</u>	<u>588</u>	<u>(756)</u>	<u>(168)</u>	<u>1,859</u>



# LONG TERM LIABILITIES AS OF OCTOBER 31, 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	273	364
DPH- DEPARTMENT OF ARMY	-	252	252
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	116	232
ACCRUED SICK LIABILITY	-	100	100
	<u>207</u>	<u>741</u>	<u>948</u>

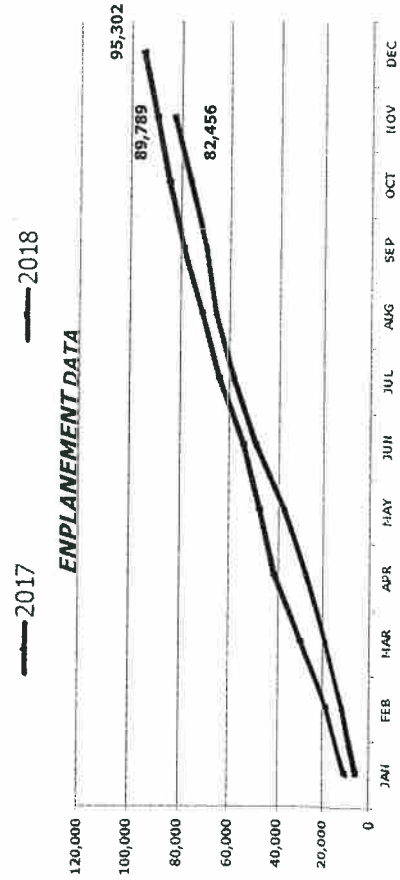
FISCAL YEAR	CITY OF PORTSMOUTH	STATE OF NEW HAMPSHIRE
2019	116	91
2020	116	91
2021	-	91
2022	-	91
2023	-	<u>91</u>
	232	455
<b>PAID IN FY 2019</b>	-	<u>(91)</u>
	<u>232</u>	<u>364</u>

# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>390</u>	<u>580</u>	<u>(190)</u>	<u>1,539</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	284	285	(1)	837
BUILDINGS AND FACILITIES MAINTENANCE	200	280	(80)	970
GENERAL AND ADMINISTRATIVE	99	86	13	259
UTILITIES	75	106	(31)	317
PROFESSIONAL SERVICES	3	-	3	-
MARKETING AND PROMOTION	24	14	10	43
ALL OTHER	-	-	-	-
<b>OPERATING INCOME</b>	<b>(295)</b>	<b>(191)</b>	<b>(104)</b>	<b>(887)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>				
DEPRECIATION	1,130	1,300	(170)	3,900
<b>NET OPERATING INCOME</b>	<b>(1,425)</b>	<b>(1,491)</b>	<b>66</b>	<b>(4,787)</b>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>				
FACILITIES RENTAL	256	255	1	811
CONCESSION REVENUES	41	24	17	72
FEE REVENUES	78	294	(246)	634
ALL OTHER	15	7	8	22
	<u>390</u>	<u>580</u>	<u>(190)</u>	<u>1,539</u>



# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 SKYHAVEN AIRPORT

(\$ 000's)

OPERATING REVENUES	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
	68	61	7	185					
FACILITIES RENTAL	40	40	-	120	OPERATING EXPENSES	16	22	(6)	66
FUEL SALES	28	21	7	64	PERSONNEL SERVICES AND BENEFITS	28	24	4	71
ALL OTHER	-	-	-	1	BUILDINGS AND FACILITIES MAINTENANCE	11	13	(2)	36
	<b>68</b>	<b>61</b>	<b>7</b>	<b>185</b>	GENERAL AND ADMINISTRATIVE	5	10	(5)	30
					UTILITIES	3	2	1	6
					PROFESSIONAL SERVICES	-	-	-	-
					MARKETING AND PROMOTION	28	17	11	51
					ALL OTHER- FUEL	91	88	3	260
					<b>OPERATING INCOME</b>	<b>(23)</b>	<b>(27)</b>	<b>(4)</b>	<b>(75)</b>
					<b>NONOPERATING (INCOME) AND EXPENSE</b>	-	-	-	-
					<b>DEPRECIATION</b>	176	149	27	450
					<b>NET OPERATING INCOME</b>	<b>(199)</b>	<b>(176)</b>	<b>(31)</b>	<b>(525)</b>

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
	68	61	7	185
FACILITIES RENTAL	40	40	-	120
FUEL SALES	28	21	7	64
ALL OTHER	-	-	-	1
	<b>68</b>	<b>61</b>	<b>7</b>	<b>185</b>

GALLONS OF FUEL SOLD	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
	1,374	5,906	5,906	\$4.76
FY 2019	1,374	5,906	5,906	\$4.76
FY 2018	2,304	7,836	15,476	\$4.29

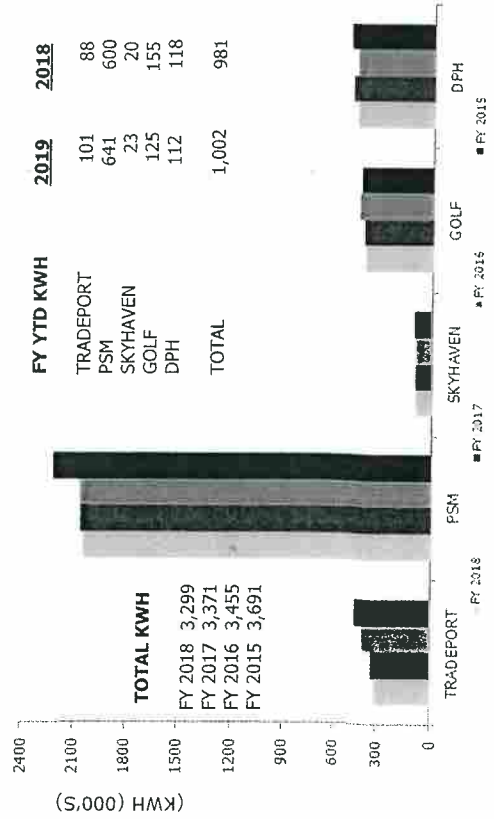
NET CASH FLOW	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
	(23)	(1)	-	-	(24)
FY 2019	(23)	(1)	-	-	(24)
FY 2018	(74)	(1,193)	-	1,370	103
FY 2017	(91)	(929)	-	301	(719)
FY 2009-2016	(744)	(4,670)	(100)	4,054	(1,460)
	<b>(932)</b>	<b>(6,793)</b>	<b>(100)</b>	<b>5,725</b>	<b>(2,100)</b>

# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<b>3,124</b>	<b>3,182</b>	<b>(58)</b>	<b>8,557</b>
RENTAL OF FACILITIES	2,936	3,089	(153)	8,378
ALL OTHER	188	93	95	179
	<b>3,124</b>	<b>3,182</b>	<b>(58)</b>	<b>8,557</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	87	161	(74)	483
GENERAL AND ADMINISTRATIVE	15	16	(1)	48
UTILITIES	23	36	(13)	108
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	1	-	1	-
ALL OTHER	23	30	(7)	120
	<u>149</u>	<u>243</u>	<u>(94)</u>	<u>759</u>
<b>OPERATING INCOME</b>	<b>2,975</b>	<b>2,939</b>	<b>36</b>	<b>7,798</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>				
DEPRECIATION	255	283	(28)	850
<b>NET OPERATING INCOME</b>	<b>2,720</b>	<b>2,656</b>	<b>64</b>	<b>6,948</b>

## KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



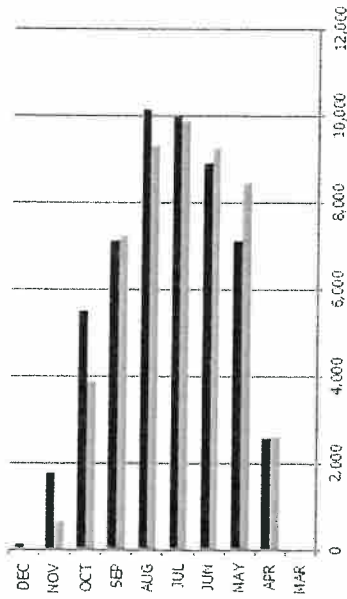
# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>1,344</u>	<u>1,285</u>	<u>59</u>	<u>2,468</u>	<b>OPERATING REVENUES</b>	139	137	2	325
<b>OPERATING EXPENSES</b>					CONCESSION REVENUES				
PERSONNEL SERVICES AND BENEFITS	381	329	52	863	FEE REVENUES				
BUILDINGS AND FACILITIES MAINTENANCE	147	139	8	319	GOLF FEES	886	850	36	1,425
GENERAL AND ADMINISTRATIVE	93	94	(1)	238	MEMBERSHIPS	183	173	10	340
UTILITIES	43	50	(7)	13	SIMULATOR	7	5	2	120
PROFESSIONAL SERVICES	6	5	1	16	LESSONS	<u>10</u>	<u>7</u>	<u>3</u>	<u>17</u>
MARKETING AND PROMOTION	20	18	2	55	MERCHANDISE AND OTHER	<u>1,086</u>	<u>1,035</u>	<u>51</u>	<u>1,902</u>
ALL OTHER	156	128	28	260					
<b>OPERATING INCOME</b>	<u>498</u>	<u>522</u>	<u>(24)</u>	<u>564</u>		<u>1,344</u>	<u>1,285</u>	<u>59</u>	<u>2,468</u>
<b>NONOPERATING (INCOME) AND EXPENSE</b>					<b>BUSINESS UNIT ANALYSIS</b>				
DEPRECIATION	140	133	7	397	PRO SHOP	115	1,083	139	7
NET OPERATING INCOME	<u>358</u>	<u>389</u>	<u>(31)</u>	<u>167</u>	COURSE OPERA	655	65	21	846
					FOOD / BEV	105	74	(14)	498
					TOTAL	1,344	1,344		

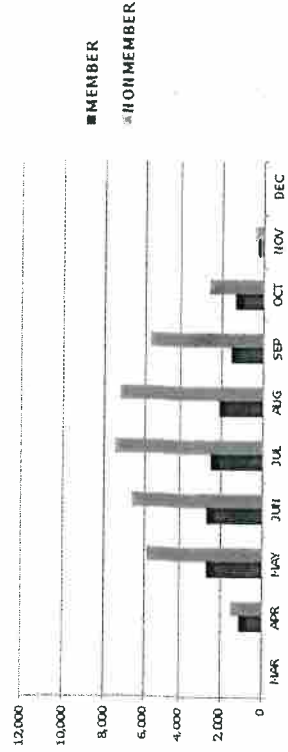
# KEY GOLF COURSE BENCHMARKING DATA AS OF NOVEMBER 30, 2018

ROUNDS OF GOLF PLAYED (SEASON)



	2018 YTD	2017 YTD	2018 SEASON	2017 SEASON
ROUNDS PLAYED	51,317	53,087	53,234	53,234
RAIN DAYS	77	52	52	52

2018 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

	FY 2019	FY 2018
JULY	\$ 331	\$ 253
AUGUST	485	992
SEPTEMBER	479	251
OCTOBER	5,292	3,135
NOVEMBER	18,312	14,913
DECEMBER	-	18,951
JANUARY	-	23,260
FEBRUARY	-	23,406
MARCH	-	23,198
APRIL	-	10,006
MAY	-	841
JUNE	-	97
<b>TOTAL</b>	<b>\$ 24,899</b>	<b>\$ 119,353</b>

GRILL 28 GROSS SALES

	FY 2019	FY 2018
JULY	\$ 208,701	\$ 195,199
AUGUST	221,334	210,451
SEPTEMBER	188,411	178,766
OCTOBER	134,258	156,482
NOVEMBER	89,731	98,447
DECEMBER	-	115,699
JANUARY	-	100,736
FEBRUARY	-	95,902
MARCH	-	86,828
APRIL	-	127,356
MAY	-	194,537
JUNE	-	248,212
<b>TOTAL</b>	<b>\$ 842,435</b>	<b>\$ 1,808,615</b>

2018 ROUNDS-SEASON	
MEMBER	13,878
NONMEMBER	37,439
<b>TOTAL</b>	<b>51,317</b>

2017 ROUNDS-SEASON	
MEMBER	14,307
NONMEMBER	38,780
<b>TOTAL</b>	<b>53,087</b>

CLUB/ COURSE FUNCTIONS

	FY 2019 YTD	FY 2018 YTD
GROUPS 12-40	33,088	27,642
TOURNAMENT PLAY	125,075	131,425
LEAGUES	45,791	47,489
FOOD AND ROOM FEES	122,646	123,469



# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE	YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
	5	12	12	12		23	8		
<b>OPERATING REVENUES</b>									
<b>OPERATING EXPENSES</b>									
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	7	19	(12)	60
GENERAL AND ADMINISTRATIVE	5	-	-	-	5	-	2	(2)	4
UTILITIES	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	1	2	(1)	7	(1)	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-
	6	2	4	7	4	7	21	(14)	64
<b>OPERATING INCOME</b>	<b>(1)</b>	<b>10</b>	<b>(11)</b>	<b>7</b>	<b>(11)</b>	<b>24</b>	<b>2</b>	<b>22</b>	<b>36</b>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	-	-	-	-
DEPRECIATION	-	-	-	-	-	26	22	4	70
<b>NET OPERATING INCOME</b>	<b>(1)</b>	<b>10</b>	<b>(11)</b>	<b>5</b>	<b>(11)</b>	<b>(2)</b>	<b>(20)</b>	<b>18</b>	<b>(34)</b>



# STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

(CONTINUED)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>REVOLVING LOAN FUND</b>				
<b>OPERATING REVENUES</b>	15	15	-	44
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	6	-	6	-
GENERAL AND ADMINISTRATIVE	2	-	2	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	12	11	1	32
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
<b>OPERATING INCOME</b>	20	11	9	32
<b>NONOPERATING (INCOME) AND EXPENSE</b>	(5)	4	(9)	12
<b>DEPRECIATION</b>	-	-	-	-
<b>NET OPERATING INCOME</b>	(5)	4	(9)	12

	BALANCE AT 10-31-2018	BALANCE AT 06-30-2018
<b>CASH BALANCES</b>		
GENERAL FUNDS	172	48
SEQUESTERED FUNDS	-	-
<b>LOANS OUTSTANDING</b>	172	48
CURRENT	148	142
LONG TERM	873	1,010
	1,021	1,152
	1,193	1,200
<b>CAPITAL UTILIZATION RATE- % (*)</b>	85.6	96.0
<b>FUND EXCESS (DEFICIENCY)- % (*)</b>	10.6	21.0

(\*) EXCLUDES SEQUESTERED FUNDS.

# PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

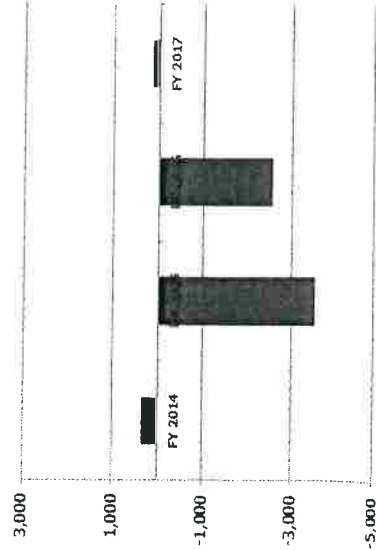
(\$ 000's)

	OCT 31 2018	JUN 30 2018 (A)	OCT 31 2018	JUN 30 2018 (A)
<b>ASSETS</b>			<b>LIABILITIES</b> \$1,340	
<b>CURRENT ASSETS</b>			<b>CURRENT LIABILITIES</b>	
CASH AND EQUIVALENTS	6,691	5,197	ACCOUNTS PAYABLE	2,009
ACCOUNTS RECEIVABLE- NET	1,208	2,547	ACCOUNTS PAYABLE- CONSTRUCTION	943
OTHER ASSETS	371	454	UNEARNED REVENUE	141
TOTAL CURRENT ASSETS	<u>8,270</u>	<u>8,198</u>	REVOLVING LOC FACILITY	-
<b>RESTRICTED ASSETS</b>			CURRENT PORTION- LT LIABILITIES	178
CASH AND EQUIVALENTS	-	-	TOTAL CURRENT LIABILITIES	<u>3,271</u>
ACCOUNTS RECEIVABLES- NET	-	-	<b>NONCURRENT LIABILITIES</b>	
TOTAL RESTRICTED ASSETS	-	-	NET PENSION LIABILITY	10,955
<b>CAPITAL ASSETS</b>			OTHER LT LIABILITIES	387
LAND, BUILDINGS AND EQUIPMENT	54,371	55,335	TOTAL LIABILITIES	<u>11,342</u>
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,501	1,947	<b>DEFERRED INFLOWS OF RESOURCES</b>	
TOTAL ASSETS	<u>55,872</u>	<u>57,282</u>	PENSION / OPEB	<u>2,200</u>
			<b>NET POSITION</b>	
			NET INVEST IN CAPITAL ASSETS	54,697
			RESTRICTED FOR:	
			REVOLVING LOAN FUND	-
			HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	(5,933)
			<b>TOTAL NET POSITION</b>	<u>48,764</u>
				<u>57,448</u>

### 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



**NOTE:**  
A) SUBJECT TO FINAL AUDIT REVIEW.

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

(\$ 000's)

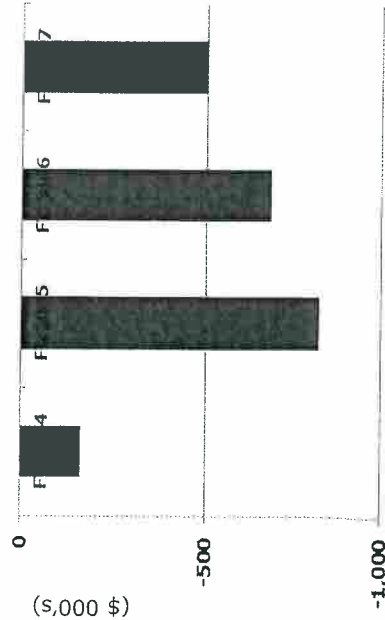
LIABILITIES	OCT 31 2018	JUN 30 2018 (A)
<b>CURRENT LIABILITIES</b>		
ACCOUNTS PAYABLE	291	265
ACCOUNTS PAYABLE- CONSTRUCTION	91	-
UNEARNED REVENUE	149	271
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	29	29
<b>TOTAL CURRENT LIABILITIES</b>	<b>560</b>	<b>565</b>
<b>NONCURRENT LIABILITIES</b>		
NET PENSION LIABILITY	2,270	1,034
OTHER LT LIABILITIES	103	131
<b>TOTAL LIABILITIES</b>	<b>2,933</b>	<b>1,730</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
PENSION / OPEB	411	64
<b>NET POSITION</b>		
NET INVEST IN CAPITAL ASSETS	8,963	8,351
RESTRICTED FOR: REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(1,740)	248
<b>TOTAL NET POSITION</b>	<b>7,223</b>	<b>8,599</b>

ASSETS	OCT 31 2018	JUN 30 2018 (A)
<b>CURRENT ASSETS</b>		
CASH AND EQUIVALENTS	920	936
ACCOUNTS RECEIVABLE- NET	230	199
OTHER ASSETS	44	48
<b>TOTAL CURRENT ASSETS</b>	<b>1,194</b>	<b>1,183</b>
<b>RESTRICTED ASSETS</b>		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
<b>TOTAL RESTRICTED ASSETS</b>	<b>-</b>	<b>-</b>
<b>CAPITAL ASSETS</b>		
LAND, BUILDINGS AND EQUIPMENT	8,696	8,902
CONSTRUCTION IN PROCESS (PAGES #10-#14)	358	79
<b>TOTAL ASSETS</b>	<b>9,054</b>	<b>8,981</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
PENSION / OPEB	10,248	10,164
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>319</b>	<b>229</b>

**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**



**NOTE:**  
A) SUBJECT TO FINAL AUDIT REVIEW.

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

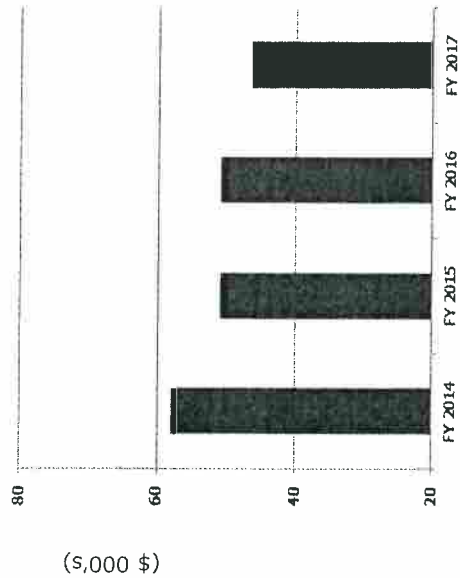
(\$ 000's)

	OCT 31 2018	JUN 30 2018 (A)	OCT 31 2018	JUN 30 2018 (A)
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	4	10	-	-
ACCOUNTS RECEIVABLES- NET	5	-	-	-
TOTAL RESTRICTED ASSETS	<u>9</u>	<u>10</u>	-	-
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
<b>TOTAL ASSETS</b>	<u>9</u>	<u>10</u>	-	-
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>NET POSITION</b>				
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	9	10	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<u>9</u>	<u>10</u>	-	-

**DISCUSSION AND ANALYSIS**

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION  
AT JUNE 30**



**NOTE:**  
A) SUBJECT TO FINAL AUDIT REVIEW.

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

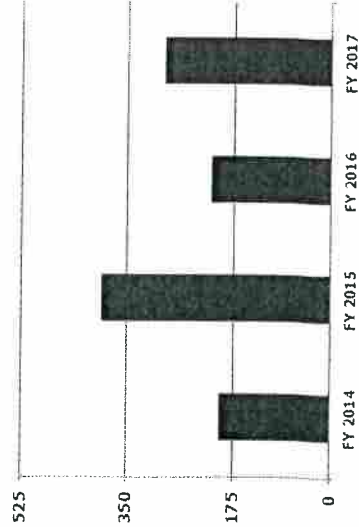
(\$ 000's)

	OCT 31 2018	JUN 30 2018 (A)	OCT 31 2018	JUN 30 2018 (A)
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLE- NET	-	-	2	8
OTHER ASSETS	-	-		
TOTAL CURRENT ASSETS	-	-		
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	449	431		
ACCOUNTS RECEIVABLES- NET	2	1		
TOTAL RESTRICTED ASSETS	<u>451</u>	<u>432</u>		
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	767	793		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-		
<b>TOTAL ASSETS</b>	<u>767</u>	<u>793</u>	<u>1,218</u>	<u>1,225</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-		
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	2	8
UNEARNED REVENUE	-	-		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	-	-		
TOTAL CURRENT LIABILITIES	<u>2</u>	<u>8</u>		
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	253	253		
OTHER LT LIABILITIES	253	253		
TOTAL LIABILITIES	<u>255</u>	<u>261</u>		
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-		
<b>NET POSITION</b>				
NET INVEST IN CAPITAL ASSETS	515	784		
RESTRICTED FOR: REVOLVING LOAN FUND	-	-	448	180
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	-	-		
<b>TOTAL NET POSITION</b>	<u>1,218</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
  - PFP FISH PIER INSPECTION 25
  - PFP ELECTRICAL DESIGN 21
  - SECURITY LIGHTING UPGRADE 15
  - PFP ICE COMPRESSOR REPAIR 9
  - ALL OTHER 41

### NET RESTRICTED POSITION AT JUNE 30



**NOTE:**  
A) SUBJECT TO FINAL AUDIT REVIEW.

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

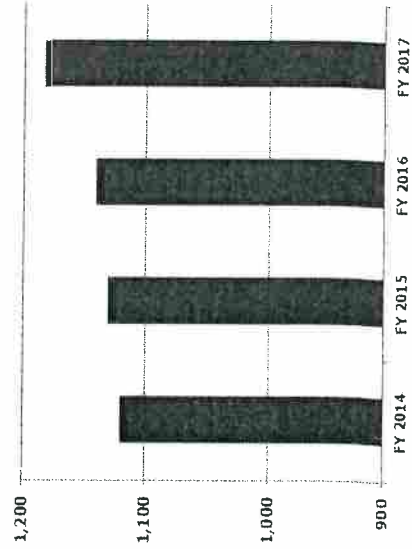
(\$ 000's)

	OCT 31 2018	JUN 30 2018 (A)	OCT 31 2018	JUN 30 2018 (A)
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLE- NET	-	-		
OTHER ASSETS	-	-		
TOTAL CURRENT ASSETS	-	-		
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	172	48		
ACCOUNTS RECEIVABLES- NET	1,023	1,152		
TOTAL RESTRICTED ASSETS	<u>1,195</u>	<u>1,200</u>		
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-		
<b>TOTAL ASSETS</b>	<u>1,195</u>	<u>1,200</u>		
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-		
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	3	-		
ACCOUNTS PAYABLE- CONSTRUCTION	-	-		
UNEARNED REVENUE	-	-		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	-	-		
TOTAL CURRENT LIABILITIES	<u>3</u>	<u>2</u>		
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-		
OTHER LT LIABILITIES	-	-		
TOTAL LIABILITIES	<u>3</u>	<u>2</u>		
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-		
<b>NET POSITION</b>				
NET INVEST IN CAPITAL ASSETS	-	-		
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,192	1,198		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	-	-		
<b>TOTAL NET POSITION</b>	<u>1,192</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



**NOTE:**  
A) SUBJECT TO FINAL AUDIT REVIEW.

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# **CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING AUGUST 31, 2019**



**BOARD OF DIRECTORS MEETING  
DECEMBER 20, 2018**



# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW DECEMBER 1, 2018 TO AUGUST 31, 2019

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

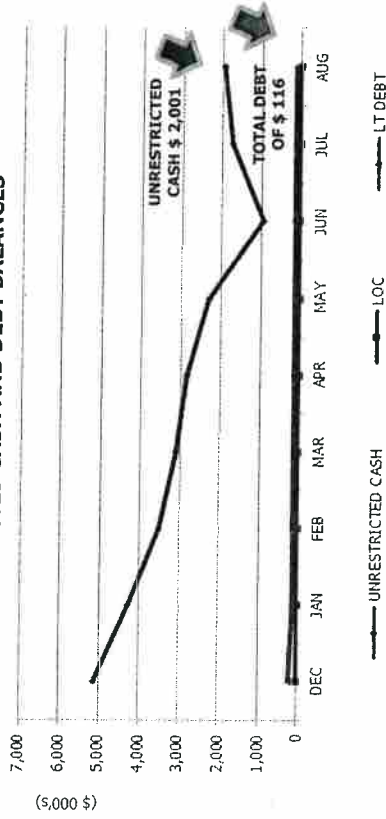
	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>6,790</u></b>
<b>SOURCES OF FUNDS</b>	
TRADEPORT TENANTS	7,125
GRANT AWARDS (SEE PAGE #8)	1,290
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,041
GOLF COURSE FEE AND CONCESSION REVENUES	1,035
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	138
MUNICIPAL SERVICE FEE (COP)- NET	(56)
EXTERNAL BANK WORKING CAPITAL- NET	-
	<b><u>10,573</u></b>
<b>USES OF FUNDS</b>	
OPERATING EXPENSES	7,945
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	5,995
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	1,232
LONG TERM DEBT RETIREMENT	127
STATE OF NH- POST RETIREMENT	63
	<b><u>15,362</u></b>
<b>NET CASH FLOW</b>	<b><u>(4,789)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>2,001</u></b>

**DISCUSSION**

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES AND OR WORKING CAPITAL REQUIREMENTS.

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 11-30-2018	BALANCE AT 06-30-2018
PDA UNRESTRICTED	6,790	5,162
PDA DESIGNATED	19	19
<b>TOTAL</b>	<b><u>6,809</u></b>	<b><u>5,181</u></b>



# PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b>OPENING FUND BALANCE</b>	<u>6,790</u>	<u>5,173</u>	<u>4,274</u>	<u>3,530</u>	<u>3,106</u>	<u>2,853</u>	<u>2,334</u>	<u>996</u>	<u>1,767</u>	<u>6,790</u>
<b>SOURCES OF FUNDS</b>										
TRADEPORT TENANTS	690	695	695	700	700	710	710	1,515	710	7,125
GRANT AWARDS (SEE PAGE #8)	463	155	7	170	70	315	-	110	-	1,290
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GOLF COURSE	50	80	120	120	90	100	125	175	175	1,035
PORTSMOUTH AIRPORT	45	45	50	45	45	50	45	45	50	420
FUEL FLOWAGE FEES- PSM	20	20	25	25	24	22	20	20	20	196
PAY FOR PARKING- PSM	-	60	60	60	55	50	50	45	45	425
SKYHAVEN AIRPORT	15	14	14	14	15	15	17	17	17	138
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,533</u>	<u>1,319</u>	<u>1,346</u>	<u>1,384</u>	<u>1,249</u>	<u>1,637</u>	<u>1,217</u>	<u>2,177</u>	<u>1,392</u>	<u>13,254</u>
<b>USE OF FUNDS</b>										
CAPITAL- NONGRANT (SEE PAGES #5-#7)	628	1,096	1,097	856	597	1,015	200	323	183	5,995
OPERATING EXPENSES	1,055	845	860	870	870	875	875	870	825	7,945
CAPITAL- GRANT RELATED (SEE PAGE #4)	137	150	112	82	35	266	150	150	150	1,232
MUNICIPAL SERVICE FEE	1,330	-	21	-	-	-	1,330	-	-	2,681
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	63	-	63
LONG TERM DEBT RETIREMENT	-	127	-	-	-	-	-	-	-	127
	<u>3,150</u>	<u>2,218</u>	<u>2,090</u>	<u>1,808</u>	<u>1,502</u>	<u>2,156</u>	<u>2,555</u>	<u>1,406</u>	<u>1,158</u>	<u>18,043</u>
<b>NET CASH FLOW</b>	(1,617)	(899)	(744)	(424)	(253)	(519)	(1,338)	771	234	(4,789)
<b>CLOSING FUND BALANCE</b>	<u>5,173</u>	<u>4,274</u>	<u>3,530</u>	<u>3,106</u>	<u>2,853</u>	<u>2,334</u>	<u>996</u>	<u>1,767</u>	<u>2,001</u>	<u>2,001</u>

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

4

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b><u>GRANT REIMBURSEMENT</u></b>										
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 63- \$1.8M)	-	-	-	-	-	256	150	150	150	706
RUNWAY 16-34 DESIGN (AIP 58)	120	110	100	70	25	-	-	-	-	425
OBSTRUCTION MITIGATION- CONSTRUCT (AIP 60)	15	15	10	10	10	10	-	-	-	70
<b>SKYHAVEN AIRPORT</b>										
TL AND DRAINAGE (SBG 7)	2	25	2	2	-	-	-	-	-	31
	<b>137</b>	<b>150</b>	<b>112</b>	<b>82</b>	<b>35</b>	<b>266</b>	<b>150</b>	<b>150</b>	<b>150</b>	<b>1,232</b>

NOTE:  
\*\* PENDING BOARD APPROVAL



**PEASE DEVELOPMENT AUTHORITY**  
**CAPITAL EXPENDITURES**  
 (CONTINUED):  
 (EXCLUDING THE DIVISION OF PORTS AND HARBORS)  
 (\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b> (CONTINUED):										
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL CONSTRUCTION	-	729	1,027	816	487	1,000	188	183	183	4,613
TERMINAL EXPANSION DESIGN	545	172	-	-	-	-	-	-	-	717
PAY FOR PARKING	75	75	45	40	-	-	-	-	-	235
GROUND TRANSPORTATION BUS **	-	-	-	-	-	-	-	100	-	100
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	-	-	35	-	35
TREE REPLACEMENT **	-	-	-	-	-	15	-	-	-	15
	<u>620</u>	<u>976</u>	<u>1,072</u>	<u>856</u>	<u>487</u>	<u>1,015</u>	<u>188</u>	<u>318</u>	<u>183</u>	<u>5,715</u>

NOTE:  
 \*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY

## CAPITAL EXPENDITURES

(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b>TRADEPORT</b>										
STORMWATER TREATMENT	-	10	-	-	-	-	-	-	-	10
<b>MAINTENANCE</b>										
VEHICLE FLEET REPLACEMENT **	-	40	-	-	45	-	-	-	-	85
FRONT END LOADER TIRES **	-	17	-	-	-	-	-	-	-	17
BACKHOE SNOW PLOW **	-	5	-	-	-	-	-	-	-	5
TRACTOR ADD ON COMPONENTS **	-	-	25	-	-	-	-	-	-	25
	-	62	25	-	45	-	-	-	-	132
TOTAL	<u>628</u>	<u>1,096</u>	<u>1,097</u>	<u>856</u>	<u>597</u>	<u>1,015</u>	<u>200</u>	<u>323</u>	<u>183</u>	<u>5,995</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	-	-	-	-	-
RUNWAY 16-34 DESIGN	-	155	-	170	-	315	-	110	-	750
OBSTRUCTION REMOVAL / CONSTRUCT	-	-	5	-	70	-	-	-	-	75
TERMINAL IMPROVEMENT PLANNING STUDY	-	-	2	-	-	-	-	-	-	2
<b>SKYHAVEN AIRPORT</b>										
ROTARY PLOW	463	-	-	-	-	-	-	-	-	463
TOTAL	463	155	7	170	70	315	-	110	-	1,290

# PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

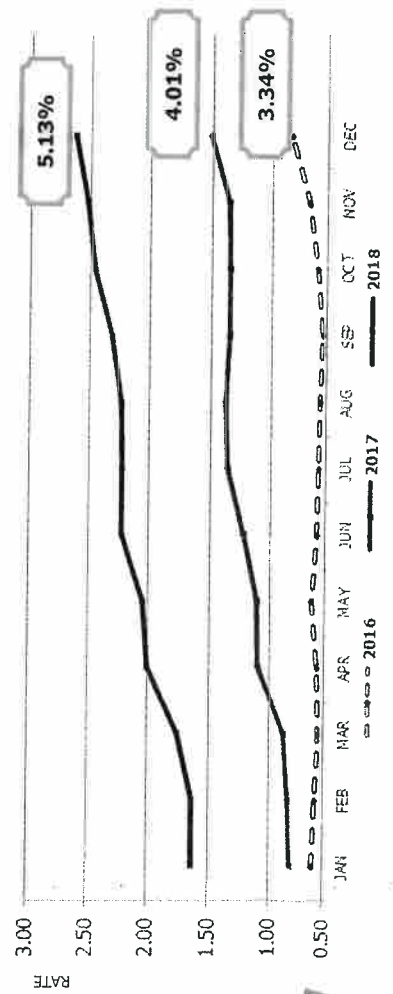
(\$ 000's)

<b>TERM LOAN</b>	<b>THE PROVIDENT BANK</b>
<b>AMOUNT OF CREDIT FACILITY</b>	5,000
<b>AMOUNT AVAILABLE</b>	5,000
<b>TERM DATE</b>	12-31-2024
<b>PURPOSE</b>	TO FUND CAPITAL IMPROVEMENTS
<b>INTEREST RATE</b>	FHLB (FIVE YEAR)+ 250 BASIS POINTS
<b>OTHER</b>	FIRST TWELVE MONTHS OF INTEREST ONLY PAYMENTS

<b>OUTSTANDING DEBT ANALYSIS</b>	<b>BALANCE AT 10-31-2018</b>	<b>BALANCE AT 06-30-2018</b>	<b>MATURITY DATE</b>	<b>INTEREST RATE %</b>
THE PROVIDENT BANK (RLOC)	-	-	12-31-2023	VARIABLE
THE PROVIDENT BANK TERM LOAN	-	-	12-31-2023	FIXED
CITY OF PORTSMOUTH	233	233	12-31-2020	4.50
<b>WEIGHTED AVERAGE</b>	<b>233</b>	<b>233</b>		
	<b>4.50</b>	<b>4.50</b>		

<b>REVOLVING LETTER OF CREDIT (RLOC)</b>	<b>THE PROVIDENT BANK</b>
<b>AMOUNT OF CREDIT FACILITY</b>	10,000
<b>AMOUNT AVAILABLE</b>	10,000
<b>TERM DATE</b>	12-31-2022
<b>PURPOSE</b>	TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.
<b>INTEREST RATE</b>	ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS

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



# DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

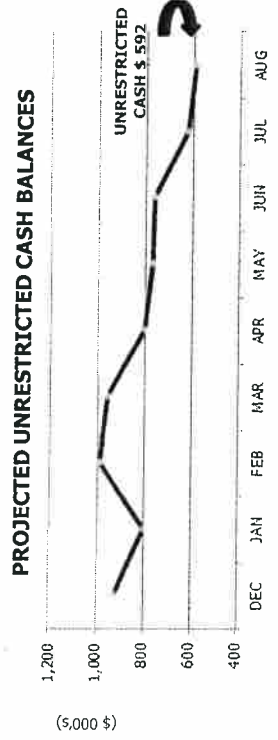
	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>1,001</u></b>
<b>SOURCES OF FUNDS</b>	
FACILITY RENTALS	553
MOORING FEES	325
FUEL SALES	295
PARKING FEES AND CONCESSIONS	215
REGISTRATIONS / WHARFAGE	155
	<b><u>1,543</u></b>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	1,185
OPERATING EXPENSES	380
FUEL PROCUREMENT	238
CAPITAL EXPENDITURES AND OTHER	121
STATE OF NH- POST RETIREMENT	28
	<b><u>1,952</u></b>
	<b>(409)</b>
<b>NET CASH FLOW</b>	
	<b><u>592</u></b>
<b>CLOSING FUND BALANCE</b>	

**DISCUSSION**

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.

LEASE AGREEMENT WITH GRANITE STATE MINERALS WAS EFFECTIVE **NOVEMBER 15, 2017**.

\$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED. LONG TERM LIABILITY.



<b>TOTAL FUND BALANCES</b>	<b>BALANCE AT</b>	<b>BALANCE AT</b>
	<b><u>11-30-2018</u></b>	<b><u>06-30-2018</u></b>
UNRESTRICTED FUNDS	<b><u>1,001</u></b>	<b><u>940</u></b>
RESTRICTED FUNDS:		
HARBOR DREDGING	453	431
REVOLVING LOAN FUND	194	50
FOREIGN TRADE ZONE	<u>4</u>	<u>10</u>
<b>TOTAL</b>	<b><u>651</u></b>	<b><u>491</u></b>



# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b>OPENING FUND BALANCE</b>	<u>1,001</u>	<u>924</u>	<u>803</u>	<u>987</u>	<u>955</u>	<u>801</u>	<u>771</u>	<u>763</u>	<u>623</u>	<u>1,001</u>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	60	60	60	62	62	62	62	62	63	553
CONCESSION REVENUES	-	-	-	-	10	10	10	5	-	35
MOORING FEES	-	75	225	25	-	-	-	-	-	325
REGISTRATIONS / WHARFAGE	80	-	25	-	25	-	-	25	-	155
PARKING FEES	-	-	-	-	10	30	40	50	50	180
FUEL SALES	30	30	30	30	35	35	35	35	35	295
	<u>170</u>	<u>165</u>	<u>340</u>	<u>117</u>	<u>142</u>	<u>137</u>	<u>147</u>	<u>177</u>	<u>148</u>	<u>1,543</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	85	210	85	90	220	90	90	220	95	1,185
BUILDINGS AND FACILITIES	15	15	10	10	15	15	10	10	10	110
GENERAL AND ADMINISTRATIVE	12	11	14	12	12	15	13	12	12	113
UTILITIES	14	15	17	17	15	13	12	12	12	127
PROFESSIONAL SERVICES	-	10	-	-	10	-	-	10	-	30
FUEL PROCUREMENT	30	25	20	20	24	24	30	25	40	238
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	28	-	28
CAPITAL EXPENDITURES AND OTHER	91	-	10	-	-	10	-	-	10	121
	<u>247</u>	<u>286</u>	<u>156</u>	<u>149</u>	<u>296</u>	<u>167</u>	<u>155</u>	<u>317</u>	<u>179</u>	<u>1,952</u>
<b>NET CASH FLOW</b>	<u>(77)</u>	<u>(121)</u>	<u>184</u>	<u>(32)</u>	<u>(154)</u>	<u>(30)</u>	<u>(8)</u>	<u>(140)</u>	<u>(31)</u>	<u>(409)</u>
<b>CLOSING FUND BALANCE</b>	<u>924</u>	<u>803</u>	<u>987</u>	<u>955</u>	<u>801</u>	<u>771</u>	<u>763</u>	<u>623</u>	<u>592</u>	<u>592</u>

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

(\$ 000's)

	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>TOTAL</u>
<b>OPENING FUND BALANCE</b>	<u>453</u>	<u>387</u>	<u>402</u>	<u>418</u>	<u>454</u>	<u>430</u>	<u>449</u>	<u>468</u>	<u>495</u>	<u>453</u>
<b>SOURCES OF FUNDS</b>										
PIER USAGE FEES	-	15	15	25	-	15	15	25	-	110
REGISTRATIONS	-	-	-	10	-	5	-	-	10	25
FUEL FLOWAGE FEES	2	2	3	3	3	3	4	4	3	27
GRANT FUNDING	-	-	-	-	23	-	-	-	-	23
	2	17	18	38	26	23	19	29	13	185
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	2	-	2	-	2	-	2	-	8
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	68	-	-	-	50	-	-	-	50	168
	68	2	2	2	50	4	-	2	52	182
<b>NET CASH FLOW</b>	(66)	15	16	36	(24)	19	19	27	(39)	3
<b>CLOSING FUND BALANCE</b>	<u>387</u>	<u>402</u>	<u>418</u>	<u>454</u>	<u>430</u>	<u>449</u>	<u>468</u>	<u>495</u>	<u>456</u>	<u>456</u>

# DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- REVOLVING LOAN

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<b>OPENING FUND BALANCE</b>	<u>194</u>	<u>204</u>	<u>239</u>	<u>251</u>	<u>261</u>	<u>272</u>	<u>282</u>	<u>293</u>	<u>303</u>	<u>194</u>
<b>SOURCES OF FUNDS</b>										
LOAN REPAYMENTS	10	60	10	10	10	10	10	10	10	140
INTEREST INCOME-LOANS	3	3	3	3	3	3	2	2	2	24
INTEREST INCOME- FUND BALANCE	-	-	1	-	-	-	1	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>13</u>	<u>63</u>	<u>14</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>12</u>	<u>12</u>	<u>166</u>
<b>USE OF FUNDS</b>										
NEW LOANS ISSUED	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	28	2	3	2	3	2	2	2	47
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	<u>3</u>	<u>28</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>47</u>
	10	35	12	10	11	10	11	10	10	119
<b>CLOSING FUND BALANCE</b>	<u>204</u>	<u>239</u>	<u>251</u>	<u>261</u>	<u>272</u>	<u>282</u>	<u>293</u>	<u>303</u>	<u>313</u>	<u>313</u>

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

(\$ 000's)

	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MARR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>TOTAL</u>
<b>OPENING FUND BALANCE</b>	4	4	7	7	7	5	5	5	3	4
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	5	-	-	-	-	-	-	-	5
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<b>NET CASH FLOW</b>	-	2	-	-	2	-	-	2	-	6
	-	3	-	-	(2)	-	-	(2)	-	(1)
<b>CLOSING FUND BALANCE</b>	4	7	7	7	5	5	5	3	3	3



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with UNH Professional Development & Training from January 1, 2019 through December 31, 2019, for the purpose of conducting wetland education classes on various areas on the Tradeport; on substantially the same terms and conditions set forth in the draft Right of Entry dated December 11, 2018 and attached hereto.

N:\RESOLVES\Resolves\2018\ROE-UNH Classes 1218.docx

December 11, 2018

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

Re: Right of Entry – Wetland Lots 1, 16 & 18 on Pease International Tradeport  
Pease International Airport, Portsmouth, NH

Dear Mr. Hirshkind:

This Right of Entry will authorize the University of New Hampshire (“UNH”) and/or its students, research associates, agents and contractors to enter upon a portion of the above referenced Premises as shown on Exhibit A, attached, and as approved by the Pease Development Authority (“PDA”) commencing on January 1, 2019 through December 31, 2019. This Right of Entry is granted to UNH for the purpose of conducting, at its sole risk, wetland education classes and for no other use without the express written consent of the PDA. This Right of Entry shall terminate at midnight on December 31, 2019, unless otherwise extended by agreement of UNH and PDA.

This authorization is conditioned upon the following:

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

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

3. UNH’s agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its students, employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. UNH expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of UNH’s use of the Premises or the conduct of activities or the performance of responsibilities under this

authorization. UNH further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of UNH's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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

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

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

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

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

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

9. UNH's agreement herein that at the sole election of PDA, UNH will immediately remove from the Premises any equipment used in connection with this Right of Entry. UNH's

further agrees to remove all equipment used during a training session on or before the end of each training session.

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

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

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

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

Sincerely,

David R. Mullen  
Executive Director

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018

University of New Hampshire - Professional Development & Training

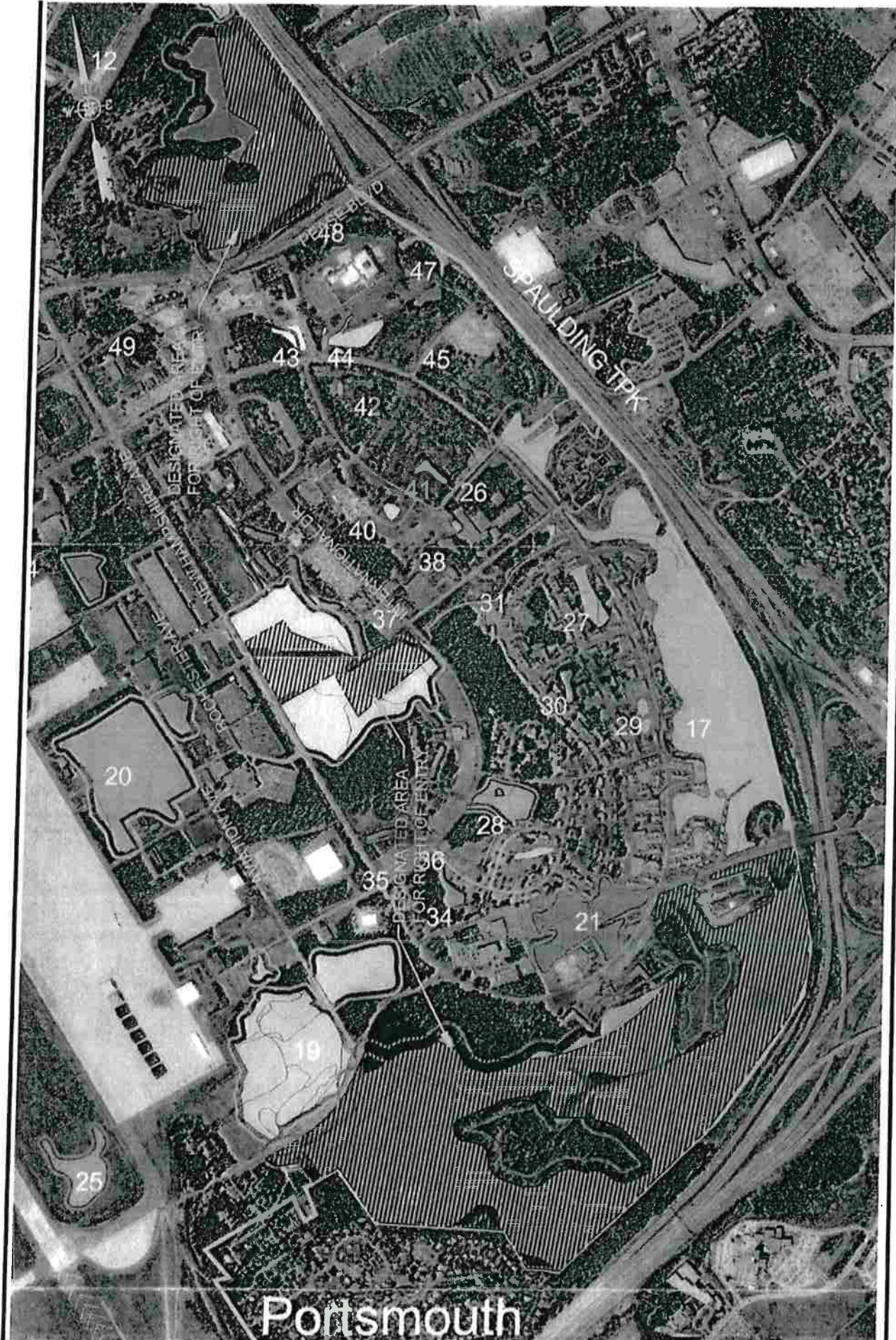
By: \_\_\_\_\_  
Duly Authorized



Kyle Hirshkind, Program Developer  
UNH Professional Development & Training  
December 11, 2018  
Page 4

EXHIBIT A

PREMISES



University of New Hampshire Right of Entry

DESIGNED BY: MRM      DATE: 12/12/17      SCALE: NTS

**PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



an engineering network, inc.

MOTION



Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Portsmouth Naval Shipyard - Department of Defense Police Training from January 1, 2019 through December 31, 2019, for the purpose of conducting, on a periodic basis, an emergency vehicle operator's training course on a portion of the North Apron; on substantially the same terms and conditions set forth in the Memorandum from Paul E. Brean, Airport Director, and the draft Right of Entry both dated December 11, 2018, attached hereto.

N:\RESOLVES\2018\ROE-PNSY 1218.docx



## Memorandum

**To:** David R. Mullen, Executive Director   
**From:** Paul E. Brean, Airport Director   
**Date:** December 11, 2018  
**Subj:** Department of Defense Police Training Right of Entry

---

The United States Department of Defense Police Training (“DODPT”) is requesting a Right of Entry to use a portion of the Portsmouth International Airport at Pease for the purpose of conducting an emergency vehicle operator’s training course from January 1, 2019 through December 31, 2019. DODPT is the training division for the Portsmouth Naval Shipyard Airport Law Enforcement Agency and is in need of a large open parcel to conduct live vehicle driver training. All training classes will be coordinated with Airport Operations and activity will be contained to the non-movement area of the airport. Specifically, this training will take place on the North Apron parcel and will not impact airport operations. This Right of Entry is at the discretion of the Pease Development Authority, and can be terminated at any time.

I request that you seek Board of Directors approval at the December, 2018 meeting to approve the Right of Entry for DODPT to utilize Portsmouth International Airport at Pease for emergency vehicle operator’s training. Attached is a copy of the Right of Entry.

Please do not hesitate to contact me with any questions.

December 11, 2018

Dept. of Defense Police Training  
Eric Andrews, Police Instructor  
Portsmouth Naval Shipyard  
Bldg. 29 Sicard St.  
Kittery, ME 03804

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

Dear Mr. Andrews:

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

This Right of Entry shall be valid from January 1, 2019 through December 31, 2019 provided the DODPT has completed the Airport Security Identification Display Area (“SIDA”) requirements as outlined in Paragraph 6. This Right of Entry shall terminate at midnight on December 31, 2019 (the “Term”).

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time; (d) subject to the approval of the PDA Board of Directors at its next meeting to be held on December 20, 2018; and (e) may be terminated due to construction on the Premises at the discretion of the PDA.

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

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

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

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

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

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

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

7. DODPT hereby acknowledges that vehicles transiting Flight Line Road from Gate13 and proceeding to the North Ramp shall pass through property under the control of the New Hampshire Air National Guard ("NHANG Cantonment Area"). DODPT hereby acknowledges and agrees for itself, its contractors, agents, servants and invitees that vehicle trips through the NHANG Cantonment Area shall be as limited in number as is reasonably possible, shall observe the 15 MPH speed limit, and shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

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

Dept. of Defense Police Training  
Eric Andrews, Police Instructor  
December 11, 2018  
Page 3

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

Sincerely,

David R. Mullen,  
Executive Director

DRM/smg

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Dept. of Defense Police Training

By: \_\_\_\_\_  
Duly Authorized

cc: Paul E. Brean, Airport Director  
Andrew Pomeroy Airport Operations Manager  
Mark H. Gardner, Deputy General Counsel

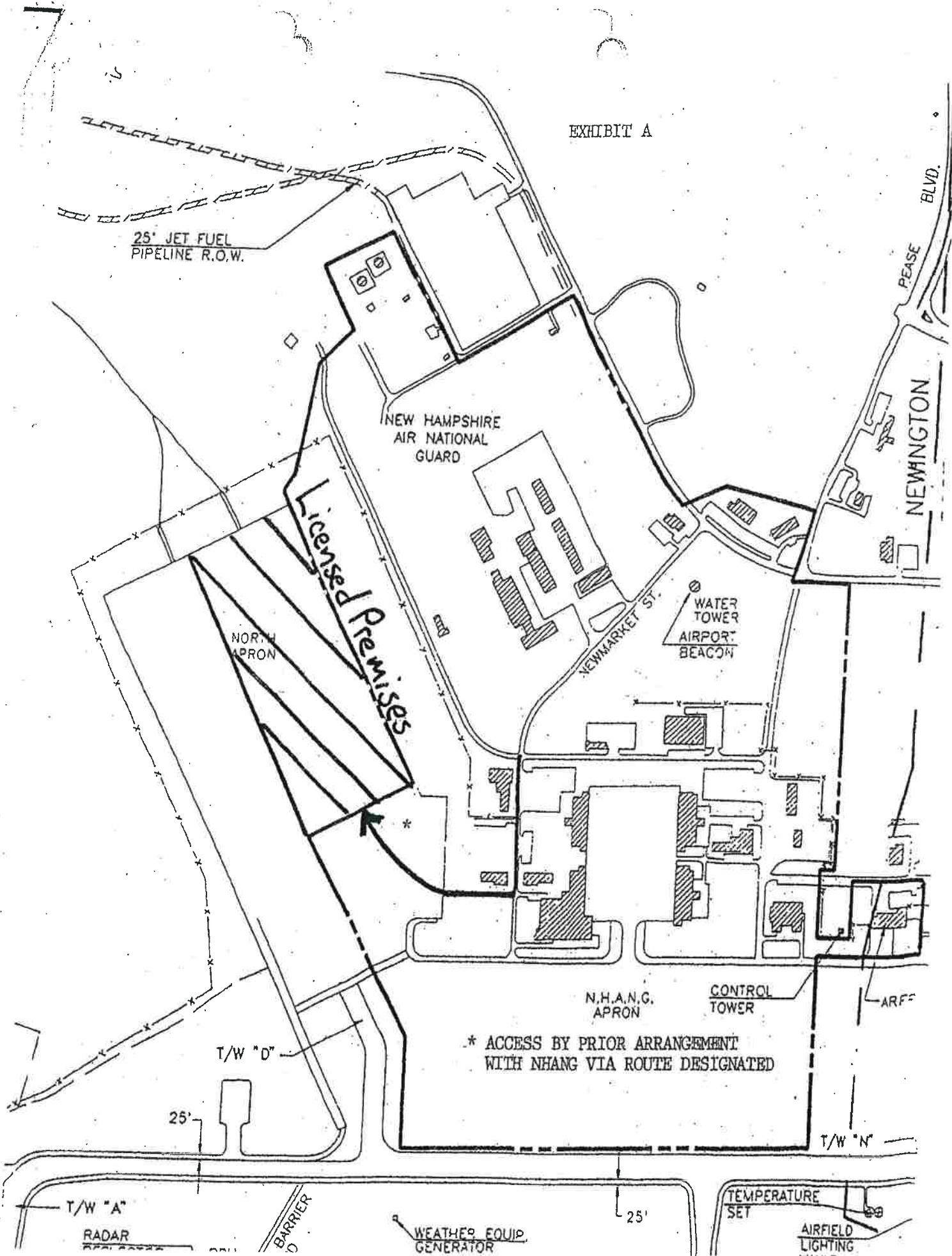
Dept. of Defense Police Training  
Eric Andrews, Police Instructor  
December 11, 2018  
Page 4

EXHIBIT A

PREMISES



EXHIBIT A



25' JET FUEL PIPELINE R.O.W.

NEW HAMPSHIRE AIR NATIONAL GUARD

Licensed Premises

NORTH APRON

PEASE BLVD.

NEWINGTON

NEWMARKET ST.

WATER TOWER AIRPORT BEACON

N.H.A.N.G. APRON

CONTROL TOWER

ARFF

\* ACCESS BY PRIOR ARRANGEMENT WITH NHANG VIA ROUTE DESIGNATED

T/W "D"

25'

T/W "A"

RADAR

BARRIER

WEATHER EQUIP. GENERATOR

25'

TEMPERATURE SET

AIRFIELD LIGHTING

T/W "N"

MEMORANDUM

To: Pease Development Authority Board of Directors  
From: David R. Mullen, Executive Director *DRM*  
Date: December 20, 2018  
Re: Sublease between NH Avenue Retail Center, LLC and Portsmouth Foot and Ankle, DPM, PLLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between NH Avenue Retail Center, LLC ("NH Avenue") and Portsmouth Foot and Ankle, DPM, PLLC ("PFA") for 1,087 square feet at 14 Manchester Square with a base term of five years effective December 1, 2018 with three options to extend for three years each. PFA will use the premises for professional office and related uses.

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

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


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

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

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



MEMORANDUM

To: Pease Development Authority Board of Directors  
From: David R. Mullen, Executive Director   
Date: December 20, 2018  
Re: Sublease between 222 International, Limited Partnership and Laboratory Billing Solutions, Inc.

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 222 International, Limited Partnership ("222ILP") and Laboratory Billing Solutions, Inc. ("LBS") for 6,958 square feet at 195 New Hampshire Avenue (Suite 150) for a period of two years, effective January 1, 2019. LBS will use the premises for general office use.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 222ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/200ILP Sublease.

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



**MEMORANDUM**

TO: Pease Development Authority Board of Directors  
FROM: David R. Mullen, Executive Director *DM*  
RE: Contract Reports  
DATE: December 20, 2018

\*\*\*\*\*

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

- 1. Project Name: Nortrax, Inc.  
PDA Obligation: \$4,412.00  
Summary: Purchase of John Deere snow plow attachment included in the CIP budget
- 2. Project Name: Wellspeak Dugas & Kane, LLC  
PDA Obligation: \$9,500.00  
Board Authority: Chairman Smith  
Summary: Golf Course Appraisal
- 3. Project Name: Dell, Inc.  
PDA Obligation: \$8,146.36  
Board Authority: Vice-Chairman Loughlin  
Summary: Computer replacements

N:\RESOLVES\2018\Contract\pt 1218.docx





**JOHN DEERE**

**Customer Purchase Order for John Deere  
Construction and Forestry Products - USA**

**PO#**

**05921328**

**PO Revision#**

**Original**

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>			
NAME(First, Middle, Last) <b>PEASE DEVELOPMENT AUTHORITY</b>			
STREET or RR <b>55 INTERNATIONAL DR</b>			
CITY <b>NEWINGTON</b>	STATE <b>NH</b>	ZIP CODE <b>03801</b>	COUNTY <b>Rockingham</b>
PHONE NUMBER <b>603-334-6015</b>	EMAIL ADDRESS		
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

<b>DEALER NAME AND ADDRESS</b>			
DEALER NAME <b>Nortrax, Inc.</b>		Dealer Account No. : <b>179001</b>	
STREET or RR <b>98 Sheep Davis Road</b>			
CITY <b>Pembroke</b>	STATE <b>NH</b>	ZIP CODE <b>03275</b>	Phone Number <b>603-225-2769</b>
Date Of Order: <b>Nov 07, 2018</b>			
Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: <b>3 State/Province</b>		MARKET USE CODE: <b>95 Institutions (schools/ churches/hospitals)</b>	
<b>Add Purchaser to Mailing List (Check One or More)</b>			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use State/Province		COUNTY CODE																
(Initials) <i>[Signature]</i>		Use County <b>ROCKINGHAM</b>		<b>NH</b>																
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials) <i>[Signature]</i>																		
QTY	W	M	O	D	T	E	R	U	N	I	T	E	S	E						
1	x																			
EQUIPMENT (Model, Size, Description)															Hours of Use	PIN or Serial Number	Delivered Cash Price			
Palladin Attachments 3x3 120" SNW PSH 233 SRS F/ JRB E SRS 0																	\$4,412 00			
- DECLINED :John Deere Extended Warranty :																				
															(1) TOTAL CASH PRICE		\$4,412 00			

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
<b>COMMENTS:</b>				
			<b>(2) TOTAL TRADE-IN ALLOWANCE</b>	\$ 0 00
			<b>(3) TOTAL TRADE-IN PAY-OFF</b>	\$ 0 00
			<b>(4) BALANCE</b>	\$4,412 00
			<b>(5) SUBTOTAL</b>	\$4,412 00
			<b>(6) RENTAL APPLIED</b>	\$ 0 00
			<b>(7) CASH WITH ORDER</b>	\$ 0 00
			<b>(8) BALANCE DUE (5-(6 &amp; 7))</b>	\$4,412 00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8 ) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msorange/ordiesel/ordiesel.htm>.

**WELLSPEAK DUGAS & KANE, LLC**

55 Realty Drive, Ste 305  
 Cheshire, CT 06410  
 Tele: 203-699-8920  
 Fax: 203-699-8938

**INVOICE:**

DATE:	INVOICE NO.:
11/21/2018	5789

BILL TO:
Mr. Dave Mullen Pease Golf Course 55 International Drive Portsmouth, NH 03801

PROJECT:
Pease Golf Course 200 Grafton Drive Portsmouth, New Hampshire

Terms	REP	Delivery Date	Delivered Via	Engagement No.
Due on Receipt	JRD	11/21/2018	EMAIL	WDK18001

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Appraisal	Pease Golf Course, 200 Grafton Drive, Portsmouth, New Hampshire Appraisal Report		9,500.00	9,500.00

Our Federal ID (EIN) number is 06-1442897

**Total****\$9,500.00**

# PURCHASE ORDER

**P.O. Number:** PDA2018-07

If no P.O. number is specified, the date on the P.O. will be used as the P.O. number.

**Customer Agreement Number:** -8001863

**P.O. Date:** 11/29/18

**Payment Terms**  
\*Net 30

**Bill to:**  
Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801  
  
Phone #: 603-433-6088 or 603-766-9290  
Fax #: 603-433-6317

**Ship To:**  
Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801  
  
Phone #: 603-433-6088 or 603-766-9290  
Fax #: 603-433-6317

- Customer agrees to purchase the product(s) itemized on the quotation number(s) indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges, subject to the applicable Dell terms and conditions of sale located at [http://www.dell.com/us/en/gen/misc/policy\\_009\\_policy.htm](http://www.dell.com/us/en/gen/misc/policy_009_policy.htm).
- \*Net 30 Payment Terms are applicable to this purchase order and are subject to Credit Approval. Additional financial information in the form of financial statements from previous years may be required.
- Please attach tax exempt letter/certificate if applicable.
- This Purchase Order may only be used for purchases within the Continental United States.

QTY	QUOTE #	DESCRIPTION	UNIT PRICE	TOTAL
5	3000031335698.1	Dell OptiPlex 7050 SFF	1198.28	5,991.40
5		Dell 22" Monitors	160.99	804.95
1	3000031340742.1	Dell Latitude w/Docking and external DVD		1,350.00
			SUBTOTAL	8,146.36
			SALES TAX (IF APPLICABLE)	
			SHIPPING & HANDLING	
			<b>TOTAL</b>	<b>\$8,146.36</b>

\*\* ALL pages of the referenced quotation(s) MUST accompany this Purchase Order

Signature (Authorized Buyer):



Date: 11/30/18

Print Name (Authorized Buyer): David R. Mullen  
Name

Executive Director  
Title



## A quote for your consideration!

**Total: \$6,796.35**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000031335698.1	<b>Quote date:</b> Nov. 29, 2018	<b>Quote expiration:</b> Mar. 29, 2019	<b>Deal ID:</b> 15489785
<b>Company name:</b> PEASE DEVELOPMENT AUTHORITY	<b>Customer number:</b> 6959932	<b>Phone:</b> (603) 433-6088	<b>Purchase Order:</b> PDA201801
<b>Sales rep information:</b> Jay Hass Joseph_Hass@Dell.com (800) 456-3355 Ext: 5138752	<b>Billing Information:</b> PEASE DEVELOPMENT AUTHORITY 55 INTL DR PORTSMOUTH NH 03801-2882 US (603) 433-6088		

### Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell 22 Monitor - P2217H	5	\$160.99	\$804.95
OptiPlex 7050 SFF	5	\$1,198.28	\$5,991.40
		<b>Subtotal:</b>	\$6,796.35
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$6,796.35
		<b>Taxable Amount:</b>	\$0.00
		<b>Estimated Tax:</b>	\$0.00
		<b>Total:</b>	<b>\$6,796.35</b>

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



## Dear Customer,

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

Regards,  
Jay Hass

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

## Shipping Group 1

<b>Shipping Contact:</b> JESSICA PATTERSON	<b>Shipping phone:</b> (603) 766-9290	<b>Shipping via:</b> Standard Delivery	<b>Shipping Address:</b> 55 INTL DR PORTSMOUTH NH 03801 US
---	--	---	--

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	5	\$160.99	\$804.95
	<b>Estimated delivery date:</b> Dec. 6, 2018			
	<b>Contract No:</b> WN22AGW			
	<b>Customer Agreement No:</b> -8001863			
210-AIIF	Dell 22 Monitor - P2217H	5	-	-
814-9381	Dell Limited Hardware Warranty	5	-	-
814-9382	Advanced Exchange Service, 3 Years	5	-	-
SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 7050 SFF	5	\$1,198.28	\$5,991.40
	<b>Estimated delivery date:</b> Dec. 13, 2018			
	<b>Contract No:</b> WN22AGW			
	<b>Customer Agreement No:</b> -8001863			
210-AKOK	OptiPlex 7050 Small Form Factor XCTO	5	-	-
338-BKYX	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	5	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	5	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	5	-	-
525-0082	Dell Data Protection Data Guardian, 1 Year	5	-	-
812-2585	1 Year, ProSupport for Software, Dell Data Guardian	5	-	-

329-BDHG	OptiPlex 7050 SFF with 180W up to 92% efficient Power Supply (80Plus Platinum)	5	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	5	-	-
631-ABGK	Intel vPro Technology Enabled	5	-	-
370-ADJS	16GB 2x8GB DDR4 2400MHz Memory	5	-	-
400-ANPO	2.5" 500GB (7,200 Rpm) Serial ATA Hard Drive	5	-	-
401-AANH	No Additional Hard Drive	5	-	-
631-ABGL	Intel Ready Mode Technology	5	-	-
817-BBBN	NO RAID	5	-	-
325-BBRK	DVD-ROM Bezel, Small Form Factor	5	-	-
429-AAVN	8x DVD-ROM 9.5mm Optical Disk Drive	5	-	-
658-BBTV	CMS Essentials DVD no Media	5	-	-
555-BBKH	No Bcom required	5	-	-
555-BBFO	No Wireless LAN Card	5	-	-
385-BBCR	No Media Card Reader	5	-	-
580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	5	-	-
275-BBBW	Black Dell MS116 Wired Mouse	5	-	-
817-BBBB	No FGA	5	-	-
575-BBGD	Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex	5	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	5	-	-
340-ABJI	No Diagnostic/Recovery CD media	5	-	-
525-BBCL	SupportAssist	5	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	5	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	5	-	-
658-BBRB	Waves Maxx Audio	5	-	-
658-BCUV	Dell Developed Recovery Environment	5	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	5	-	-
332-1286	US Order	5	-	-

340-ABKW	No Quick Reference Guide	5	-	-
461-AABF	No CompuTrace	5	-	-
329-BBJL	TPM Enabled	5	-	-
575-BBBI	No Integrated Stand option	5	-	-
470-AAJL	NO ADAPTER	5	-	-
387-BBLW	Energy Star	5	-	-
620-AALW	OS-Windows Media Not Included	5	-	-
340-BKFK	Ship Material for Opti 5050 SFF	5	-	-
389-BBUU	Shipping Label for DAO	5	-	-
461-AABV	No Accessories	5	-	-
389-BRPU	MOD,LBL,REG,SFF,MEX,EPA,7050	5	-	-
389-BCGW	No UPC Label	5	-	-
555-BBFO	No Wireless LAN Card	5	-	-
389-BRER	Intel Core i7 vPRO Label	5	-	-
817-BBBC	Not selected in this configuration	5	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	5	-	-
812-3926	ProSupport Plus: Accidental Damage Service, 3 Years	5	-	-
812-3927	ProSupport Plus: Keep Your Hard Drive, 3 Years	5	-	-
812-3928	ProSupport Plus: Next Business Day Onsite 3 Years	5	-	-
812-3929	ProSupport Plus: 7x24 Technical Support, 3 Years	5	-	-

<b>Subtotal:</b>	\$6,796.35
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$6,796.35</b>

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

[http://www.emc.com/collateral/sales/dell-emc-satisfaction-guarantee-terms-and-conditions\\_ex-gc.pdf](http://www.emc.com/collateral/sales/dell-emc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf) ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



## A quote for your consideration!

**Total: \$1,350.00**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b>	<b>Quote date:</b>	<b>Quote expiration:</b>	<b>Deal ID:</b>
3000031340742.1	Nov. 29, 2018	Mar. 29, 2019	16418542

<b>Company name:</b>	<b>Customer number:</b>	<b>Phone:</b>
PEASE DEVELOPMENT AUTHORITY	6959932	(603) 433-6088

<b>Sales rep information:</b>	<b>Billing Information:</b>
Jay Hass Joseph_Hass@Dell.com (800) 456-3355 Ext: 5138752	PEASE DEVELOPMENT AUTHORITY 55 INTL DR PORTSMOUTH NH 03801-2882 US (603) 433-6088

### Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	\$155.00	\$155.00
Dell Latitude 5590	1	\$1,060.00	\$1,060.00
Dell Portable SSD, USB-C 250GB + Dell USB Slim DVD +/- RW Drive - DW316	1	\$135.00	\$135.00
		<b>Subtotal:</b>	\$1,350.00
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$1,350.00
		<b>Taxable Amount:</b>	\$0.00
		<b>Estimated Tax:</b>	\$0.00
		<b>Total:</b>	<b>\$1,350.00</b>

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

## Dear Customer,

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

Regards,  
Jay Hass

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

## Shipping Group 1

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
JESSICA PATTERSON	(603) 766-9290	Standard Delivery	55 INTL DR PORTSMOUTH NH 03801 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	\$155.00	\$155.00

**Estimated delivery date:** Dec. 6, 2018

**Contract No:** 70137

**Customer Agreement No:** Dell Std Terms

452-BDDV	Dell Business Dock - WD15 with 130W adapter with DiB mDP to DP cable 2.7ft (0.8m)	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5590	1	\$1,060.00	\$1,060.00

**Estimated delivery date:** Dec. 12, 2018

**Contract No:** 70137

**Customer Agreement No:** Dell Std Terms

210-ANMI	Dell Latitude 5590 BTX	1	-	-
379-BCXG	8th Gen Intel Core i7-8650U Processor (Quad Core, 8MB Cache, 1.9GHz,15W, vPro)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BNGW	Intel(R) Core(TM) i7-8650U Processor Base, Integrated UHD Graphics 620	1	-	-
631-ABNQ	Intel Vpro Technology Enable	1	-	-

370-ADIB	8GB, 1x8GB, DDR4 2400MHz Memory	1	-	-
400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	1	-	-
575-BBKU	M.2 SSD SATA Hard Drive Bracket	1	-	-
320-BCJO	Non-Touch LCD Back Cover with WLAN/WWAN antenna	1	-	-
325-BCTN	Non-Touch LCD bezel+RGB(HD) camera+Mic	1	-	-
391-BDKE	15.6" FHD (1920 x 1080) Non-Touch LCD	1	-	-
583-BEFD	Dual Pointing Backlit Keyboard with Number Pad (US English)	1	-	-
570-AADK	No Mouse	1	-	-
555-BDUH	Intel Dual-Band Wireless-AC 8265 Driver	1	-	-
555-BDGD	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2	1	-	-
362-BBBB	No Mobile Broadband Card	1	-	-
451-BBXV	Primary 4-cell 68W/HR Battery	1	-	-
492-BBXF	65W AC Adapter, 3-pin	1	-	-
346-BCPF	Dual Point Palmrest with Full Security + FP_Next Bio-Non FIPS	1	-	-
421-9984	Dell Data Protection Encryption Personal Edition Digital Delivery	1	-	-
954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year	1	-	-
998-CTQW	Fixed Hardware Configuration	1	-	-
450-AAEJ	US Power Cord	1	-	-
525-0131	Dell Command   Power Manager (DCPM)	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBRB	Waves Maxx Audio	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
658-BDTQ	Dell Latitude 5590 SRV	1	-	-
460-BBEX	No Carrying Case	1	-	-

340-ACQQ	No Option Included	1	-	-
332-1286	US Order	1	-	-
430-XXYG	No Resource DVD / USB	1	-	-
340-BYSK	MOD,PLCMT,QSG,WIN10,559X,DAO	1	-	-
387-BBLZ	Energy Star Certified	1	-	-
800-BBGW	Smart Selection Shipment (S)	1	-	-
620-AAOH	No Media	1	-	-
452-BBSE	No Docking Station	1	-	-
389-CGJM	8th Gen Intel Core i7 vPro processor label	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
389-BKKL	EAN label	1	-	-
389-BEYY	Regulatory Label included	1	-	-
340-AAPP	Direct ship Info Mod	1	-	-
340-BYSD	Smart Select MIN SHIP (DAO)	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
429-AATO	No Removable CD/DVD Drive	1	-	-
997-8317	Dell Limited Hardware Warranty	1	-	-
997-8328	Onsite/In-Home Service After Remote Diagnosis, 1 Year	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Portable SSD, USB-C 250GB + Dell USB Slim DVD +/- RW Drive - DW316	1	\$135.00	\$135.00
	<b>Estimated delivery date: Dec. 6, 2018</b>			
	<b>Contract No: 70137</b>			
	<b>Customer Agreement No: Dell Std Terms</b>			
469-5572	Dell Portable SSD, USB-C 250GB + Dell USB Slim DVD +/- RW Drive - DW316	1	-	-

<b>Subtotal:</b>	\$1,350.00
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$1,350.00</b>



Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at

[http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions\\_ex-gc.pdf](http://www.emc.com/collateral/sales/dellemc-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf) ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind insurance coverages for the Pease Development Authority to be provided by Cross Insurance, Inc. as outlined on the schedule attached hereto, in the projected total premium amount of \$104,294.41 for the period of 12/31/18 through 12/31/19, in accordance with the memorandum of Mark H. Gardner, Deputy General Counsel, dated December 12, 2018 and attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Mark H. Gardner, Deputy General Counsel *MHG*  
Re: Renewal of PDA's Insurance Program – Cross Insurance, Inc.  
Date: December 12, 2018

Last year, Cross Insurance, Inc. was selected to be the broker of record for seeking and binding the following insurance coverages for Pease Development Authority for the following:

1. Commercial General Liability;
2. Business Auto;
3. Umbrella;
4. Crime/Employee Dishonesty;
5. Employment Practices;
6. Airport Liability;
7. Pollution liability (Skyhaven Airport Av Gas tank only); and
8. Cyber liability.

Attached please find a proposed premium summary for the upcoming year. While premiums have increased for Commercial General Liability, Business Auto, and Airport Liability, premiums for Umbrella, Crime, Employment Practices, Pollution and Cyber coverages remained essentially the same. The increase in the premium for Airport Liability stems from an increase of coverage from \$25,000,000 to \$50,000,000. As noted in the premium summary, Business Auto rates increased due to overall claim experiences industry wide.

At the December 20, 2018 meeting of the Board of Directors, please request approval to bind all of the aforementioned coverages in the projected total amount of \$104,294.41 for the renewal policy period of 12/31/18 -12/31/19.

## Proposed Premium Summary

Policy Type	Company	AM Best Rating	Standard & Poor Rating	Expiring Premium	Proposed Premium
Commercial Package/(General Liability & Contents)	Hanover	A	A	\$23,711	\$25,071
Business Auto	Hanover	A	A	\$20,496	\$23,773
Umbrella	Hanover	A	A	\$9,166	\$9,302
Crime/Employee Dishonesty	Hanover	A	A	\$2,428	\$2,457/year 3 year term
Employment Practices Liability	Chubb	A++	AA	\$8,892	\$9,021
Airport Liability	Starr Aviation	A	A+	\$13,234	\$25,189
Pollution	Freberg/Admiral	A+	A+	\$5,868.65	\$5,746.08
Cyber (NEW)	Allmerica Financial Benefit	A	A	\$3,735.33	\$3,735.33 *Estimated
<b>Total</b>				<b>\$87,530.98</b>	<b>\$104,294.41</b>

**Notes:**

- Optional Auto Quote: \$22,220 with increased comprehensive and collision deductible of \$1,000. Expiring policy has \$500 comp & collision deductible.
- Commercial Auto rates industry wide have increased due to overall claim experience, increased cost of vehicle repairs, and distracted driving.
- General liability, auto, and umbrella policies with Hanover are part of a package and cannot be unbundled.
- Employment Practices Liability renewal pricing was flat. The additional premium is due to added coverage for Wage & Hour suits brought against the organization out of the Fair Labor and Standard Act. The sublimit is \$100k.
- Cyber Liability policy was on an April 10<sup>th</sup> anniversary. We have requested a cancel/re-write to align with the rest of the December 31<sup>st</sup> program. Any returned premium will be applied to the new term.
- Airport liability policy was re-written to Starr Aviation on 08/16/18 after Berkley exited the aviation insurance market. The Liability limit was increased from \$25 Million to \$50 Million on the Starr policy, which expires on 12/31/19. Total policy premium for the 16.5 month term is \$34,635.



MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind the property insurance coverage with USI - New England, Inc. as outlined on the schedule attached hereto, in the projected total premium amount of \$78,567.00 for the period of 12/31/18 through 12/31/19, in accordance with the memorandum of Mark H. Gardner, Deputy General Counsel, dated December 12, 2018 and attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Mark H. Gardner, Deputy General Counsel *MHG*  
Re: Renewal of PDA's Property Insurance Program – USI New England, Inc.  
Date: December 12, 2018

Last year, USI New England, Inc. was selected to be the broker of record for seeking and binding property insurance coverage for Pease Development Authority (“PDA”).

Attached please find a proposed premium summary for the upcoming year. As you will note, USI New England, Inc. negotiated a flat rate renewal in the amount of \$78,567.00. This coverage is applicable to PDA facilities which are owned, occupied or controlled by PDA (e.g., the Airport Passenger Terminal Building, the Air Traffic Control Tower, 55 International Drive). As to PDA owned buildings leased to third parties, tenants are responsible for securing property and other applicable coverages in accordance with the lease terms (e.g., Hangars 205, 212 and 213 leased to and occupied by Port City Air).

At the December 20, 2018 meeting of the Board of Directors, please request approval to bind property coverage in the projected total amount of \$78,567.00 for the renewal policy period of 12/31/18 -12/31/19.

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## Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non Admitted	Minimum Earned Premium	Expiring Term Premium	Proposed Term Premium
Property	12/31/18 to 12/31/19	Federal Ins Co (Chubb)	A++ XV	Admitted	n/a	\$78,567	\$78,567
Inland Marine	12/31/18 to 12/31/19						
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>							<b>\$78,567</b>



MOTION

Director Loughlin:

In accordance with the recommendation of the PDA Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to execute a contract with Turf Products Corp. ("Turf Products") in an amount of \$27,217.26 for the purchase of a tractor mounted aerator; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated December 12, 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:

1. The RFP was issued on November 30, 2018 for a response by December 10, 2018; no bids were received by the requested date and time.
2. GTE and Turf Products requested bid documents, however, GTE does not offer a product meeting the requested specifications.
3. PDA then requested quotes from Turf Products and Finch Services, Inc., a supplier of John Deere Equipment. Turf Products provided the lowest qualified price.
4. PDA does not believe the cost of rebidding or additional time required will result in a better price.

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## MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Scott DeVito, General Manager  
Date: December 12, 2018  
Subject: Request to purchase a Tractor Mounted Aerator

This memo is being submitted to request the purchase of a tractor mounted aerator from Turf Products, Corp. ("Turf Products"), 157 Moody Road, P.O. Box 1200, Enfield, CT 06083 for the price of \$27,217.26. This equipment purchase would be part of the Golf Course at Pease ("Golf Course") FY2019 Construction In Progress ("CIP") schedule presented during the November Golf Committee meeting and attached with this memo.

The tractor mounted aerator is another piece of equipment to be used for ongoing best practice turf management by the Golf Course Maintenance staff. The aerator takes cores of turf measuring four inches by  $\frac{3}{4}$  inch from designated areas to maintain the health of the plant by removing organic matter like decaying roots and grass stems. Over the last several seasons the staff has scheduled outsourcing this work, but the fall and early winter weather has been too severe to allow the work to be performed. With this purchase, the Golf Course maintenance staff will be able to perform this work when the weather is optimal, and the department is adequately staffed to keep disruption to play at a minimum. The aerator is versatile and light enough to use throughout the Golf Course including putting greens, but will be primarily be used on fairways.

Please ask the Board for approval of the purchase from Turf Products with a waiver of the RFP process based on the following reasons:

- No Bids were received on requested date and time.
- Two companies requested bid documents: GTE and Turf Products.
- GTE does not offer a product meeting the requested specifications.
- Turf Products provides the requested equipment but paperwork was mishandled at the main office and not received before the bid closing date.
- The Golf Course then requested quotes from Turf Products and Finch Services, Inc., a supplier of John Deere Equipment. Turf Products provided the lowest qualified price.
- Finch Services, Inc. did not request original bid documents knowing they would not be the lowest cost provider.

See the attached Golf Course CIP schedule.

Thank you for your consideration of this matter.

MOTION

Director Bohenko:

In accordance with the recommendation of the PDA Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to execute a contract with Teesnap, Inc. at an annual cost of \$14,000.00 for the purchase of a Point of Sale (“POS”) system; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated December 5, 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:

- (1) Teesnap is the only Cloud-based golf POS that does not need an onsite server;
- (2) Teesnap is the only Cloud-based provider that offers a Teesheet for player reservations;
- (3) Teesnap is the only POS platform that provides hardware when using their program; and
- (4) Teesnap is the only POS system that has the ability to store credit card information.

N:\RESOLVES\2018\GC-Teesnap 1218.docx



## MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Scott DeVito, PGA General Manager  
Date: December 5, 2018  
Subject: Request to purchase a Teesnap POS System

This memo is being submitted to request the purchase of a Point of Sale ("POS") system from Teesnap, Inc., 1201 N Town Center, Las Vegas, NV 89144 at an annual cost of \$14,000. This purchase would be part of the Pease Golf Course's general annual operating budget replacing the EZ Links POS system currently being used.

The Golf Course is spending \$10,203.52 for the EZ Links Tee Time and POS software program annually along with \$3,420 annually for an email marketing platform used to promote and advertise the facility. The Teesnap POS system will replace both these software programs. The new POS software will also incorporate management of the existing Golf Course website while adding an online customer purchasing store. To retrofit an online customer purchasing store to the existing website would cost an estimated \$4,800.00 annually. The changeover will result in a small net increase to the operation budget, but will elevate what the Golf Course is now offering to customers.

One other item to note is the Teesnap POS includes the hardware staff needs to run daily operations. This would eliminate the cost of having to replace POS computers at a cost of \$1,200 per computer. The operation is currently using five desk top, one laptop and two mobile register computers.


As presented at the November Golf Committee meeting, this change of service from EZ Links to Teesnap is primarily being driven by the ability to run operations with a mobile or Cloud based system as opposed to a web or internet connected POS system. Over the last couple of years, the EZ Links company internet system has gone down several times, and the Golf Course internet service has gone down several times leaving Golf Course operations with no way to make a transaction, view incoming players or make future reservations.

Please ask the Board for approval of the purchase with a waiver of the RFP process based on the following reasons:

- Teesnap is the only Cloud-based golf POS that does not need an onsite server.
- Teesnap is the only Cloud-based provider that offers a Teesheet for player reservations.
- Teesnap is the only POS platform that provides hardware when using their program.
- Teesnap is the only POS system that has the ability to store credit card information.

Thank you for your consideration of this matter.

**MEMORANDUM**

To: David R. Mullen, Executive Director  
From: Lynn Marie Hinchee, Deputy Director/General Counsel   
Date: December 20, 2018  
Re: Election of Officers - Proposed Motions

\*\*\*\*\*  
In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motion set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 20, 2018:

**ELECTION OF OFFICERS**

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

**Meeting Chairman:** “Do I have a motion for election of a Vice-Chairman?”

**Board Member:** I move that we elect \_\_\_\_\_ as Vice-Chairman of the Pease Development Authority.”


**Meeting Chairman:** “Is there a second?”  
“Is there any discussion on the motion?”  
“I’ll call for a vote.”

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

**Board Member:** “I move that we elect \_\_\_\_\_ as Treasurer of the Pease Development Authority.”

**Meeting Chairman:** “Is there a second?”  
“Is there any discussion on the motion?”  
“I’ll call for a vote.”

**MEMORANDUM**

To: David R. Mullen, Executive Director  
From: Lynn Marie Hinchee, Deputy Director/General Counsel   
Date: December 20, 2018  
Re: Committee Appointment - Proposed Motion

\*\*\*\*\*

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motion set forth below be followed in connection with the appointment of Committee members at the Board meeting on Thursday, December 20, 2018:

**COMMITTEE APPOINTMENTS**

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

PDA COMMITTEE LISTING – EFFECTIVE December 20, 2018

Standing Committees

Executive Committee

Kevin H. Smith, Chair  
Peter Loughlin, Vice Chairman  
Robert Allard, Treasurer  
Staff Contact: Mullen/Hinchee

Marketing and Economic Development Committee

Peter Loughlin, Chair  
Neil Levesque  
Frank Torr  
Staff Contact: Mullen

Finance Committee

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

Zoning Adjustment & Appeals Committee

Frank Torr, Chair  
Peter Loughlin  
Kevin H. Smith  
Staff Contact: Hinchee/Stowell

Airport Committee

Kevin H. Smith, Chair  
Robert Allard  
Margaret Lamson  
Staff Contact: Brean/Stowell

Ad Hoc Advisory Committees

Capital Improvement and  
Land Planning Committee

Peter Loughlin, Chair  
Robert Allard  
Frank Torr  
Neil Levesque  
Staff Contact: Hinchee/Stowell

Transportation Management Committee

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

Golf Committee

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

Port Committee

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

Audit Committee

John Bohenko, Chair  
Peter Loughlin  
Neil Levesque  
Staff Contact: Canner

Legal Bill Review

Kevin H. Smith, Chair  
Peter Loughlin  
Frank Torr  
Staff Contact: Hinchee

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



**RESIDENTIAL HOUSING COMMITTEE**

**Member**

Kevin Smith, Chair/Lynn Hinchee, Designee  
Councillor Rebecca Perkins  
Attorney Michael Donahue  
Elissa Margolin, Director, Housing Action NH  
Juliet Walker, City of Portsmouth Planning Department  
Business/Commercial Tenants at the Pease International Tradeport [OPEN]  
Aeronautical tenants at the Pease International Tradeport [OPEN]  
Reserved  
Reserved  
Suzanne Woodland, ex-officio  
[OPEN], ex-officio  
Maria J. Stowell, ex-officio  
Mark H. Gardner, ex-officio

**Appointed By**

PDA Chairman  
Mayor of the City of Portsmouth  
Town of Newington Selectmen  
Commissioner of the Dept. of Business and Economic Affairs  
Portsmouth City Manager  
PDA Chairman  
PDA Chairman  
PDA Chairman  
PDA Chairman  
Portsmouth City Manager  
Portsmouth City Manager  
PDA Chairman  
PDA Chairman

**MEMORANDUM**

Date: December 20, 2018  
 To: PDA Employees – Non-Classified  
 From: David R. Mullen, Executive Director *DM*  
 Subject: 2019 Holiday Schedule

The following holidays will be observed by all PDA full-time employees for 2019:

New Year's Day		Monday	01/01/19
Martin Luther King/Civil Rights Day		Monday	01/21/19
Presidents' Day		Monday	02/18/19
Memorial Day	Observed	Monday	05/27/19
Independence Day		Thursday	07/04/19
Labor Day		Monday	09/02/19
Columbus Day	Observed	Monday	10/14/19
Veteran's Day	Observed	Monday	11/11/19
Thanksgiving		Thursday	11/28/19
Day after Thanksgiving		Friday	11/29/19
Christmas Day		Wednesday	12/25/19

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

## Memorandum

**To:** Paul Brean, Airport Director *PAB*  
**From:** Sandra McDonough, Airport Community Liaison *SAB*  
**Date:** 12/11/2018  
**Subj:** Noise Report for November 2018

---

The Portsmouth International Airport at Pease received a total of three noise inquiries in November, 2018. All three inquiries pertained to rotor wing aircraft.

The three rotor wing inquiries originated from two Portsmouth residences: A Ruth Street residence accounted for two of the inquiries and the Miller Avenue residence accounted for a single inquiry. All three of the rotor-wing inquiries were concerning Seacoast Helicopters.

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 Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$137,000.01 for the following legal services rendered to the Pease Development Authority:

1.	Anderson & Kreiger, LLP		
	Federal Regulatory Advice		
	Through October 31, 2018	\$8,664.50	
	Through November 30, 2018	<u>\$451.00</u>	
			\$9,115.50
2.	Kutak Rock, LLP		
	General		
	Through November 30, 2018	\$656.00*	
			\$656.00
3.	Sheehan Phinney Bass + Green		
	Tradeport/General Representation		
	Through October 31, 2018	\$14,529.00	
	Through November 30, 2018	\$8,629.67	
	CLF		
	Through October 31, 2018	\$41,144.25	
	Through November 30, 2018	<u>\$62,925.59</u>	
			<u>\$127,228.51</u>
	<b>Total</b>		<u><b>\$137,000.01</b></u>

\*The balance will be paid by the City of Portsmouth.

ANALYSIS - LEGAL FEES  
ENVIRONMENTAL MATTERS

A	B	C	D	E	F	G	H	I	J	K	L
Lead Counsel: Lynn Preston				Lead Counsel; Barry Steinberg							
DATE	Haven Well	PFAS Issues	Conservation Law Foundation	Fiscal Year Total	DATE	Haven Well	Hangar 227	PFAS Issues	Conservation Law Foundation	Fiscal Year Total	
4	FY19	\$0.00	\$2,581.00	\$169,783.84	FY19	\$0.00	\$0.00	\$3,138.05	\$615.00	\$3,753.05	
5	FY18	\$0.00	\$4,843.00	\$291,272.81	FY18	\$0.00	\$0.00	\$0.00	\$19,532.69	\$19,532.69	
6	FY 17	\$0.00	\$0.00	\$212,105.26	FY 17	\$16,030.93	\$9,990.00	\$0.00	\$96,720.48	\$122,741.41	
7	FY 16	\$0.00	\$0.00	\$0.00	FY 16	\$14,472.30	\$0.00	\$0.00	\$0.00	\$14,472.30	
8	FY 15	\$2,400.17	\$0.00	\$0.00							
9	FY 14	\$14,604.30	\$0.00	\$0.00							
10				\$14,604.30							
11	<b>Sub Totals</b>	\$17,004.47	\$7,424.00	\$673,161.91	<b>Sub Totals</b>	\$30,503.23	\$9,990.00	\$3,138.05	\$116,868.17	\$160,499.45	
12					*Billing Credit					\$10,480.50	
13					<b>Cumulative Total</b>						
14	<b>Cumulative Total</b>	\$17,004.47	\$7,424.00	\$673,161.91	<b>Cumulative Total</b>	\$30,503.23	\$9,990.00	\$3,138.05	\$116,868.17	\$150,018.95	
15											
16											
17	Through November 2018				Through August 2018						
18											
19	*Credits were given on the May 2017 invoices in an amount equal to approximately 11% to reflect overpayments. The credits have not been equally distributed by category.										
20											

ANALYSIS - LEGAL FEES  
ENVIRONMENTAL MATTERS

	N	O	P
1	ANDERSON & KREIGER, LLP		
		Conservation Law Foundation	Fiscal Year Total
2	<b>DATE</b>		
3			
4	FY19	\$204.00	\$204.00
5	FY18	\$15,805.55	\$15,805.55
6			
7			
8			
9			
10			
11	<b>Sub Totals</b>	\$16,009.55	\$16,009.55
12			
13			
	<b>Cumulative</b>		
14	<b>Total</b>	\$16,009.55	\$16,009.55
15			
16			
17	Through November 2018		
18			
19			
20			

ANDERSON  
KREIGER

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

November 9, 2018

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

Reference # 127282 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours      Amount

Total Current Billing:      \$8,664.50

Total Now Due:      \$8,664.50

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS



ANDERSON  
KREIGER

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

December 6, 2018

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

Reference # 127674 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours      Amount

Total Current Billing:                      \$451.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

**KUTAK ROCK LLP**

**WASHINGTON, D.C.**

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

December 10, 2018

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

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

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2503081

Client Matter No. 294603-1

Invoice No. 2503081

294603-1

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Re: General

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$943.00

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  
Invoice Number: 331056

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$14,529.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$14,529.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$14,529.00
	-----
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ \_\_\_\_\_

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation  
-----

CLIENT/CASE NO. 14713-10167  
BILLING ATTORNEY: Robert P Cheney  
Invoice Number: 331284

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$8,497.00
TOTAL EXPENSES:	\$132.67
	-----
TOTAL THIS BILL:	\$8,629.67
	-----
PREVIOUS BALANCE:	\$14,529.00
	-----
TOTAL BALANCE DUE:	\$23,158.67
	-----
	-----

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:	\$40,580.50
TOTAL EXPENSES:	\$563.75
	-----
TOTAL THIS BILL:	\$41,144.25
	-----
BALANCE DUE:	\$41,144.25
	-----
	-----

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:	\$34,714.50
TOTAL EXPENSES:	\$28,211.09
	-----
TOTAL THIS BILL:	\$62,925.59
	-----
BALANCE DUE:	\$62,925.59
	-----
	-----

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

AMOUNT PAID... \$ \_\_\_\_\_

## MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a five-year contract with HID Global (fka Quantum Secure, Inc.) in a total amount not to exceed \$146,400.00 for the purpose of purchasing an upgrade to the SAFE For Aviation Airport Identity Management System; all in accordance with the memorandum of Ed F. Pottberg, Security Manager, dated December 10, 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:

1. HID Global was awarded the FAA Airport Improvement Project at Pease and, accordingly, is the sole system provider for operation and maintenance of the IDMS system.
2. HID Global is the only company who can maintain and support IDMS at Pease.

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# Memo

**To:** Paul Brean, Airport Director *Bob*  
**From:** Ed F. Pottberg, Security Manager *(E.P.)*  
**Date:** December 10, 2018  
**Re:** SAFE Identity Management System Maintenance Agreement

The identity management system (“IDMS”) for the Pease Development Authority (“PDA”) Airport Management Department is a critical security system for the security infrastructure of the Portsmouth International Airport at Pease (“Pease”). The IDMS system controls multiple security platforms and provides quality assurance to airport badging stakeholders. The system is the backbone of the Airport Security Plan and preventative maintenance on the database is critical to airport security. The ability to quickly update software and hardware components is essential to meeting the ever-changing demands of the Transportation Security Administration.

In 2016, HID Global was awarded the Federal Aviation Administration’s (“FAA”) Airport Improvement Project (“AIP”) for Identity Management System at Pease. Under this contract, HID Global became the sole system provider for operation and maintenance of the IDMS system at Pease. No other entity can conduct maintenance or offer support on the IDMS system.

Due to the fact that HID Global is the only company who can maintain and support IDMS at Pease, I am requesting PDA enter a five-year service contract with HID Global. This service agreement will begin on December 21, 2018 and terminate on November 31, 2024. The support and maintenance fee of the IDMS is \$29,280.00 a year for a total of \$146,000.00 for five years. This expense has been projected in the Airport Security Operating Budget and is a required component in the original FAA AIP grant project.

The maintenance agreement that HID is presenting to PDA is a five-year agreement that includes 24-hour coverage including all professional services to migrate to their upcoming major release of the identity management software. The cost of the maintenance program is \$29,280 and the contract would need to be renewed in the year 2024.

December 11, 2018

Ed Pottberg  
Pease Development Authority  
36 Airline Avenue  
Portsmouth, NH 03801

Subject: Proposal for 2019 Support & Maintenance renewal

Dear Ed:

Thank you for the opportunity to present this proposal to you for renewal of your SAFE Software annual support and maintenance.

The SAFE support & maintenance agreement protects your investment in the SAFE software by ensuring that your Physical Identity Management system stays current in the changing IT and Physical Security infrastructure world with latest industry compliance, best operational practices and related product improvements, features / functionalities.

Your maintenance and support quote for 2019 is below:

Quote #: PORTSMOUTH2020 (Please reference the quote number on the PO)  
Description: Gold Maintenance and Support  
Renewal Term: Dec 21, 2018 through Nov 31, 2024  
Total Maintenance Fee: \$ 146,400.00

PN	Description	Qty	Unit Price	Maintenance	5 Years
QS-70002-PG	SAFE For Aviation (QS-70002)	2,000	\$ 14.64	\$ 29,280.00	\$ 146,400.00
<b>2019 - 2024</b>					

Please return the signed maintenance renewal form at your earliest convenience.

Kind Regards,

Kathryn Hartwig  
Quantum Secure, Inc.  
855-976-4676 Ext 366  
[khartwig@hidglobal.com](mailto:khartwig@hidglobal.com)



## Maintenance Renewal Form

This form will assist customers in renewing their annual maintenance.

Indicate the product(s) being renewed for maintenance (a full part number is required and note the cost for each item and the extended price.

PN	Description	Qty	Unit Price	Maintenance	5 Years
QS-70002-PG	SAFE For Aviation (QS-70002)	2,000	\$ 14.64	\$ 29,280.00	\$ 146,400.00
2019 - 2023					

Provide the shipping address information: same as bill to?  Yes  No

Contact Name: Ed Pottberg

Company Name: Pease Development Authority

Address: 36 Airline Avenue

City, State, Zip Code: Portsmouth, NH 03801

Telephone Number: (603) 433-6536

E-Mail Address: [e.pottberg@peasedev.org](mailto:e.pottberg@peasedev.org)

Customer Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Email completed form to: [khartwig@hidglobal.com](mailto:khartwig@hidglobal.com)



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing sodium formate based runway deicing solid at the price of \$0.735 per pound for a period of January 1, 2019 through December 31, 2019; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated December 11, 2018, attached hereto.

N:\RESOLVES\Resolves\2018\RunwayDeicingSolid 1218.docx

## Memorandum

**To:** David Mullen, Executive Director *DM*  
**CC:** File  
**From:** Sandra McDonough, Airport Operations Specialist *SM*  
**Date:** 12/11/2018  
**Re:** Sodium Formate Contract

---

Anhydrous Sodium Formate is a solid deicing product with anti-corrosion characteristics that is approved by the Federal Aviation Administration (“FAA”) for use on airfields. The product reduces the freezing point of water and eliminates the physical bond between ice and pavement without corroding aircraft components and airfield lighting equipment. Due to these unique characteristics, Sodium Formate is a necessity for commercial airport operators to successfully manage winter operations.

In November, the Pease Development Authority advertised for sealed bids to supply FAA approved Sodium Formate in solid form. Nachurs Alpine Solutions Industrial (“NASI”) of Marion, Ohio was the only company to submit a bid prior to the scheduled bid opening on November 27, 2018. NASI bid \$0.735 per pound and meets all specifications in the bid.

I recommend you seek Board approval at the December 2018 meeting to enter a contract with NASI of Marion, Ohio, for Sodium Formate Solid Deicer in the amount of \$0.735 per pound. This contract will begin January 1, 2019 and expire December 31, 2019.



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing potassium acetate based runway deicing liquid at a price of \$4.49 per gallon for a period of January 1, 2019 through December 31, 2019; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated December 11, 2018, attached hereto.

N:\RESOLVES\2018\RunwayDeicingLiquid 1218.docx

## Memorandum

**To:** David Mullen, Executive Director *DM*  
**CC:** File  
**From:** Sandra McDonough, Airport Operations Specialist *scm*  
**Date:** 12/11/2018  
**Re:** Potassium Acetate Liquid Runway Deicer

---

The Pease Development Authority accepted bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components. Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Potassium Acetate expires December 31, 2018.

Two companies submitted bids prior to the scheduled bid opening held on November 27, 2018 at 2:15 p.m.

The low bidder was Nachurs Alpine Solutions Industrial of Marion, Ohio, at \$4.49 per gallon, up \$.08 from last year's contract. Cryotech was the second company that submitted a bid. Its bid was \$4.64 per gallon, \$.15 more than the low bidder.

I recommend you request Board approval to award a contract to Nachurs Alpine Solutions Industrial of Marion, Ohio, for Potassium Acetate Based Runway Deicing Liquid in the amount of \$4.49 per gallon. This contract will begin January 1, 2019 and expire December 31, 2019.





MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Holliston Sand Company, Inc., for the period of January 1, 2019 through December 31, 201 for the purpose of providing FAA approved runway sand for the Airport runways at the price of \$102.68 per ton; in accordance with the memo from Sandra McDonough, Airport Operations Specialist, dated December 12, 2018, attached hereto.

N:\RESOLVES\2017\RunwaySand 1218.docx

## Memorandum

**To:** David Mullen, Executive Director *DM*  
**Cc:** File  
**From:** Sandra McDonough, Airport Operations Specialist *SM*  
**Date:** 12/12/2018  
**Re:** FAA Approved Runway Sand

---

The Federal Aviation Administration (“FAA”) requires that commercial airports have approved runway de-icing sand onsite to support winter operations and maintain safe runways and taxiways during snow and ice conditions. In November, the Pease Development Authority advertised for sealed bids to supply FAA approved runway sand, two companies’ submitted bids at the scheduled bid opening on November 27, 2018. The bid results were:

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Holliston Sand Co. Inc.	Slatersville, RI	\$102.68/Ton
New England Specialty Soils	Leomister, MA	\$79.95/Ton

Although New England Specialty Soils responded with the lowest price, the company does not have the ability to kiln dry sand which is required to meet the FAA specification for sieve rate. Due to the fact New England Specialty Soils cannot guarantee the performance of their product, their bid should be considered nonresponsive. Holliston Sand was the only other bidder at a price of \$102.68 per ton. I recommend you seek Board approval to award a contract to Holliston Sand Co. Inc. for supply of FAA Approved Runway Sand. This contract will begin January 1, 2019 and expire December 31, 2019.

## MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute a contract with the United States Department of Agriculture Wildlife Service (USDA WS) from January 1, 2019 through December 31, 2019, in the amount of \$20,208.11 for the purpose of providing integrated turkey, other large bird, and animal control and monitoring services at the Airfield; all in accordance with the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated November 27, 2018, and attached hereto.

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

1. PDA has a long-standing relationship with USDA WS stemming back to the time PDA was formed. As a part of that ongoing relationship, the USDA WS has maintained ongoing wildlife surveys, with data dating back to its first arrival at PDA. PDA does not want to interrupt this data stream;
2. The USDA WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management, to meet 14 CFR 139 requirements.
3. USDA is the FAA recognized authority for such required training.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\2018\USDAWS 1218.docx

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INTEROFFICE MEMORANDUM

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**TO:** DAVID R. MULLEN, EXECUTIVE DIRECTOR *DM*  
**FROM:** ANDREW B. POMEROY, AIRPORT OPERATIONS MANAGER *ABP*  
**SUBJECT:** USDA/WS WILDLIFE CONTROL PROPOSAL  
**DATE:** 11/27/2018  
**CC:** PAUL BREAN, AIRPORT DIRECTOR

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In accordance with USDA WS responsibilities under 7 U.S. Code 426-426c 46 Statute 1468; USDA WS and the FAA have entered into a Memorandum of Understanding (No. 12-34-71-0003-MOU) establishing the USDA WS as the recognized authority on wildlife hazard management at airports.

The PDA had entered into contract with USDA/WS for airport wildlife hazard management services. The contract expires on December 31, 2018 and it is important that these efforts continue to ensure the safety of the flying public as well as compliance with 14 CFR part 139.

The USDA has proposed a new contract through CY19 in the amount of \$20,208.11. The new contract incorporates the provisions of the long standing USDA Wildlife Services Agreement, including woodchuck control, wild turkey control, as well as large bird and mammal control to include trapping of coyotes, fox and raptors. The contract includes the use of wildlife mitigation techniques, equipment, and training of airport staff. The \$20,208.11 is a \$631.50 increase over last year and represents the PDA's share of the agreement, the other half having been funded by a cooperative agreement with the New Hampshire Air National Guard.

So far the collaborative efforts of the airport staff and USDA WS have been successful; however, we need to continue the program to ensure the continued safety of the airfield and the flying public. I recommend that the PDA accept the attached proposal as presented.

In accordance with the provisions of RSA 12-G:8 VIII, we recommend waiving the RFP requirement for the following reasons: The PDA has a long standing relationship with USDA WS stemming back to the time the PDA was formed. As part of that relationship the USDA WS has maintained ongoing wildlife surveys, with data dating back to its first arrival at Pease. PDA does not want to interrupt this data stream. In addition the USDA WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management, to meet 14 CFR 139 Requirements. The USDA is the FAA recognized federal authority for airport wildlife hazard management and training.

I request that you seek Board of Director's approval at their December, 2018 meeting to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties. Any taking of wildlife will be confined within the airport perimeter fence and in compliance with Federal and State permits. The contract's effective date is January 1, 2019 and will expire December 31, 2019.

Attached is a copy of the proposed agreement.

**COOPERATIVE SERVICE AGREEMENT**  
between  
**PEASE DEVELOPMENT AUTHORITY (PDA)**  
and  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to conduct an integrated wildlife control and monitoring project with an emphasis on wild turkeys on the Air Operations Area (AOA) at the Pease International Tradeport facility Portsmouth, NH. The project's objective is to reduce the threat of strikes involving wild birds and mammals and to prevent wildlife damage to air traffic and air passengers. WS activities are described in attached Work and Financial Plans.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and PDA mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

PDA: Paul Brean, Airport Manager  
Pease International Tradeport  
55 International Drive  
Portsmouth, NH 03801

APHIS-WS: David Allaben, State Director, NH/VT  
USDA, APHIS, WS  
59 Chenell Drive, Suite 7  
Concord, NH 03301-8548

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Pease International Tradeport Airport Manager or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Pease International Tradeport Airport Manager and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### ARTICLE 4

PDA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with turkeys, other large birds and as requested mammals attracted to Pease International Tradeport in Portsmouth, New Hampshire. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by PDA. PDA will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). PDA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The PDA ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the PDA authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for wildlife and migratory birds and list USDA, APHIS, Wildlife Services as sub-permittees.
9. To provide an indoor working space to complete necessary paperwork.
10. To designate airport staff to conduct bird harassment activities that will be trained by WS to apply techniques to effectively keep birds from using the AOA when WS personnel are not present at the facility.

## ARTICLE 5

### APHIS WS Agrees:

1. To conduct activities at the Pease International Tradeport as described in the Work and Financial Plans. All WS activities except monitoring will be conducted solely inside the airport perimeter fence as detailed in the Work and Financial Plans. WS could potentially conduct future non-lethal harassment activities at identified and approved sites outside the airport perimeter fence upon approval by PDA if it is determined necessary. WS will provide all resources necessary for accomplishment of the program including personnel, equipment, supplies and other support materials.
2. Designate to PDA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PDA monthly for costs incurred by APHIS WS, during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and PDA shall have the right to inspect and audit such records.
4. To provide qualified personnel to continue the conduct of control activities as outlined in the Work and Financial Plans referenced in Agreement.
5. To annually prepare a final report of activities conducted under this Agreement.
6. To help secure all necessary wildlife permits for implementation of the integrated program.
7. To wear appropriate safety equipment and follow safety guidelines that comply with APHIS-WS and Pease International Tradeport procedures.
8. To monitor bird presence at identified properties adjacent to the facility.
9. The PDA shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in



the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

10. To coordinate with PDA before responding to all media requests.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### **ARTICLE 9**

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 10**

PDA certifies that APHIS WS has advised PDA that there may be private sector service providers available to provide wildlife management services that PDA is seeking from APHIS WS.

#### **ARTICLE 11**

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

## **ARTICLE 12**

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PDA does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

PDA Taxpayer Identification Number (TIN) 02-0440365

**Pease Development Authority (PDA)**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
David Mullen  
Executive Director  
Pease Development Authority (PDA)  
55 International Drive  
Pease International Tradeport  
Portsmouth, NH 03801

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
David Allaben, State Director, NH/VT  
USDA, APHIS, Wildlife Services  
59 Chenell Drive, Suite 7  
Concord, NH 03301

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Willie Harris  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606

## ATTACHMENT A WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

### Purpose

To reduce threats to air traffic and air passengers associated with turkeys, other large birds and mammals attracted to the AOA at Pease International Tradeport Portsmouth, NH through the conduct of integrated bird and mammal harassment, removal and monitoring activities.

### Planned USDA, APHIS, Wildlife Services Activities

1. WS will staff the integrated harassment program one to two working days (8-9 hours) per week for up to a 7 month period (4/1/19-10/31/19). Staffing will coincide with periods of greatest concern regarding wildlife presence on the AOA and biological behaviors (flocking and movements) that pose the greatest safety concerns to air traffic. Additional wildlife coverage will be provided, as requested, as funding allows during off peak months. Scheduling (days and hours worked) will vary throughout the project to reduce bird habituation to harassment timing.
2. WS shall patrol the airport property, attempting to keep it free of turkeys and other large birds such as Canada geese, gulls, turkey vultures and crows by pyrotechnic harassment and limited shooting to reinforce the deterrent effect of non-lethal pyrotechnics. Additional wildlife hazard mitigation activities will include treating woodchuck burrows, raptor trapping, and blackbird trapping and trapping of mammals including carnivores, as need and/or requested.
3. All harassment and bird removal activities will be conducted inside the perimeter fence. Bird removal (shooting) will be conducted in accordance with strict shooting

protocol and only when considered absolutely safe. Shells will be retrieved by shooter. Carcasses will be disposed of in accordance with depredation permit conditions.

4. No harassment or bird removal activities will be conducted outside the perimeter fence unless non-lethal harassment is approved by PDA at specific key locations. Non-lethal harassment is recommended at identified turkey "hot spots" located outside the perimeter fence. Should PDA provide WS authority to conduct non-lethal harassment activities at these sites in the future, they will be incorporated into the project monitoring and harassment protocol.
5. As requested by PDA, WS may remove resident mammals including; coyotes, foxes, raccoons, skunks, beaver, deer and woodchucks by harassment, shooting, snares, trapping, or the use of gas cartridges as needed during the calendar year.
6. WS will be badged or accompanied by a badged escort.
7. WS will supply all bird harassment and removal materials. WS vehicle will be properly identified in accordance with established protocols and maintain appropriate materials for proper communication with the Air Traffic Control Tower.
8. Wildlife Services will provide bird harassment training as required of Pease personnel.
9. WS will record and submit the date, general location and number of pyrotechnics, live rounds and species of birds harassed or removed.
10. All bird removal activities will be conducted in accordance with the applicable Federal or State permit. Wildlife Services will assist Pease in renewing or amending if necessary the appropriate USFWS or State depredation permit.
11. Wildlife Services may implement additional non-lethal methods that have shown promise for use in frightening or repelling large birds. Techniques may include: 1) the hand held Avian Dissuader laser, 2) strategically placed Scare Windmills, and 3) Methyl Anthranilate (artificial grape flavoring food additive) sprayed at sections along the perimeter fence.
12. Wildlife Services will provide two wildlife hazard trainings classes per year.
13. A Wildlife Services representative will be a member of and attend the quarterly wildlife working group meetings.
14. Wildlife Services will provide PDA and other interested parties a summary report including recommendations of integrated harassment activities.

#### Effective Dates

The cooperative agreement shall become effective on 1/1/2019, and shall expire on 12/31/2019.

**ATTACHMENT B  
FINANCIAL PLAN  
Project Financial Plan for the Conduct of an Integrated Wildlife  
Control and Monitoring Project Under a Cooperative Agreement  
between  
The Pease Development Authority (PDA)  
and  
USDA, APHIS, Wildlife Services (WS)**

**WILDLIFE DAMAGE MANAGEMENT ACTIVITIES CONDUCTED FROM 1/1/2019-  
12/31/2019**

Personnel Costs .....	\$13,590.00
Vehicle Usage .....	\$ 1,203.13
Supplies/Equipment.....	<u>\$ 1,100.00</u>
Subtotal (Direct Costs).....	\$15,893.13
 Indirect Cost.....	 \$ 1,748.24
Program Support .....	\$ 2,566.74
 <b>TOTAL .....</b>	 <b>\$20,208.11</b>

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST of \$20,208.11**

**Financial Point of Contact**

PDA: Andrew Pomeroy

(603) 433-6536

APHIS, WS: Justin Gurksnis

(603) 223-9623



*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, OCTOBER 10, 2018**

PRESENT: Don Coker, Chairman  
Roger Groux, Vice-Chairperson  
Erik Anderson-arrived at 6:06 pm  
Chris Snow  
Brad Cook  
Ned Reynolds-arrived at 6:12 pm  
Geno Marconi, Director, DPH

ABSENT: Jeff Gilbert  
Chris Holt

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:02 p.m.

2. APPROVE MINUTES

Roger made a motion to accept the September 12, 2018 minutes, Brad 2<sup>nd</sup>. No further discussion, the council voted and the motions carried.

3. FINANCE REPORT

Don reported that Jeff may be out for a while with a medical issue, in the interim Director will report on the finance report. Director reminded the council that the beginning of the fiscal year is July 1<sup>st</sup> so the numbers might look low, we will receive some lump sum payments after the start of the fiscal year, but they show up on the balance sheet on a monthly basis. The Port is in good shape and paying the bills. Director reported the Port was successful in securing a grant from FEMA for the Port Security Grant Application. There are 3 parts to the grant which include 3 mobile generators, security fencing replacement along Market St. and replacement LED security lights. Director introduced the 2 members of the public, Peter Welch from the Town of Newington and Deputy Chief Jim Heinz from the Portsmouth Fire Dept.

4. DIRECTOR'S REPORT

- PDA Board item, September meeting, Isles of Shoals Steamship Company parking agreement-3<sup>rd</sup> year, allows additional parking for downtown Portsmouth employees
- PDA Board item, September meeting, Commercial Mooring Transfer-Sagamore Creek, Michael Flanigan of Sea View Lobster Corp. to Joseph Golter of Golter Lobster, LLC.
- PDA Board, October meeting item, Memo regarding the Port Security Grant Application



- Dredging report- in Chris Holt's absence Director handed out a packet which included letters that he wrote requesting support from Jeanne Shaheen and Maggie Hassan for 3 projects that have federal funding available, which are the Turning Basin, the Seabrook/Hampton and Rye Harbors, and the Main Pier rehabilitation for the BUILD grant; a letter the Division received from Governor Sununu; and a press release from Jeanne Shaheen dated October 10.

5. COMMITTEE REPORTS

**Fisheries-** Erik reported that the Right Whale issue is the hot whale subject regarding the "take reduction" authorized under the Marine Mammals Protection Act (MMPA). There is a meeting going on that started yesterday (10/9) on and runs through 10/12 in Providence. This is important because the conservation groups and the fishing industry are working together to come up with new ways to reduce potential takes of large whales. The group will meet again in March. These meetings are under the overview of National Marine Fisheries Service.

The herring harvested largely contributed to the bait industry this year. Last year the take was dropped down to 100,000 metric tons and this year it's down to 50,000 metric tons and it won't take long to meet that limit. With that, lobster bait prices are going up and folks will be looking for alternative bait sources.

There has been a Menhaden resurgence in the Gulf of Maine, NH has an allocation of 1.1 million pounds to be harvested in state waters or landed in NH, so far only about 200,000 lbs. have been harvested. At the last Marine Advisory Committee meeting they asked NH Fish & Game to look at alternative gear that could be used to help increase the amount of folks fishing for them. If NH doesn't reach the 1.1 million pounds that were allocated, it could affect future allocations.

There are only a handful of fleets doing any ground fishing as the industry is still finding it difficult with the new management measures that are in place, but those that are, are not doing too bad. Director added that the herring and pogie boats have been brought here to be unloaded at the Port.

**Government-**Ned showed a power point presentation, from the City Transportation Manager, Juliet Walker, of the Market St. Gateway Project to give the Council an idea of what will be happening on Market St and up to Russell St. Ned made note that the area of pavement is not going to be reduced so it should not affect traffic turning into the Port. Lines will be painted to add bicycle and turning lanes. Director commented that he met with Erik Eby from the City of Portsmouth and confirmed that the left turning lane into the Port will actually be extended to allow for more trucks to line up for turning. Discussion.

**Moorings-**All is quiet, nothing to report.

**PDA Liaison-**Roger reported the contract was awarded to Hudder for the airport terminal expansion and it should be done by Nov/Dec of next year. They are working at the new building for the helicopter at the North End of the field. There is a Port Committee meeting on Thursday November 1<sup>st</sup> in the Market St. Terminal conference room. Director added the purpose of the meeting is to update the committee on the Functional Replacement of the Barge Dock, give them a tour of the terminal so they can get a "visual" of things that are going on. Roger reported that there has been more concern voiced lately regarding the traffic flow problems on Pease with the announcement of the approval of the expansion of Lonza.

**Maritime/Public Affairs-** Don reported the PMC has been quiet since winding up the 2018 event. They are preparing videos to attract new sponsors. The Sea Challenge for 2019 should have 2 ships with 40 kids. The PMC has been working with Tall Ships America, Portland chapter which is very important for the success of future events. The El Galeon Andalucia could be a possibility. Of course, there will be a pirate talk with Jay Tucci. There is a talk being given by Lt. Commander Claire Bloom at the Moffett Ladd House on October 23<sup>rd</sup>. Clare Bloom is the former commander of the Constitution.

**Dredging-**See Director's report

**Recreational Piers-** Brad says things are slowing down, 6 pack charter parties are pretty much over with Haddock and Cod season done. Brad reiterated the dredging situation is huge for the fishermen in Rye, Hampton and Seabrook. Other than that, things are quiet!

6. NEW BUSINESS

Geno presented a matrix for mooring and pier use fee increases for discussion. The report shows the current fee, the annual income and the proposed new fee and additional new potential revenue. The PDA Finance Director, Irv Canner, is working on a model to include the proposed increases to be sure the Division does not exceed the amount of revenue allowed per statute, which is the cost to administer the programs plus 25%. At this point, the Finance Director will complete the model, Division staff will review and then present any proposed changes to the Council. Any fees proposed will need to be approved by the PDA board and go through a public hearing process.

Roger spoke about the Irving explosion, Sprague was out of fuel oil this morning since they are transferring to a lower sulfur fuel oil and trying to keep inventory low. He has heard that supplies were already thin and prices will shoot up tremendously. Roger asked if Geno had any information on supply ships coming in, Director mentioned that Irving's distillery could be down for up to a week and a half.

7. OLD BUSINESS

The amended by-laws were reviewed and motion was made by Ned Reynolds and 2<sup>nd</sup> by Brad Cook to accept the delineated by-laws, some discussion took place which included some further modifications. Erik Anderson made a motion to include the changes in the main motion, Ned Reynolds as the maker of the motion accepted and Brad Cook as the seconder of the main motion accepted, there was a vote, all were in favor, and the following changes were made:

- Article 3, Section 1, copied RSA 12-G:44 to clearly define “qualifications”
- Article 5, Section 1, changed 3<sup>rd</sup> Wednesday to the 2<sup>nd</sup> Wednesday
- Article 5, Section 4, added that notices of annual meeting can be emailed
- Article 8 Section 1, added wording to clarify PDA Executive Board
- Article 10, removed the 2<sup>nd</sup> sentence in the first paragraph
- Article 10, 2<sup>nd</sup> paragraph, added wording to clarify “Board of Directors”

8. PUBLIC COMMENT

In attendance were, Mr. Peter Welch of Newington and Deputy Chief Jim Heinz of the Portsmouth Fire Department. DC Heinz updated the council on the purchase of the Fire Dept. rescue boat. A purchase order was put in for a 26’ rigid inflatable Rib Craft, with a 250 HP outboard Mercury, center console. They are expecting it to be in the water in the spring and the boat will be kept here at the Port terminal. Peter Welch asked for clarification, if it is a single engine and DC Heinz said yes it was, there was a vote and the single engine won out.

8. PRESS QUESTIONS

There were no members of the press present.

9. ADJOURNMENT

Erik made a motion to adjourn, Roger seconded, and all were in favor. Meeting was adjourned at 8:02 PM



*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, NOVEMBER 14, 2018**

PRESENT: Roger Groux, Vice-Chairperson  
Erik Anderson  
Chris Holt  
Chris Snow  
Geno Marconi, Director, DPH

ABSENT: Don Coker, Chairman  
Jeff Gilbert  
Brad Cook  
Ned Reynolds

1. CALL TO ORDER

Vice Chairman Groux called the meeting to order at 6:04 p.m.

2. APPROVE MINUTES

Erik Anderson made a motion to accept the October 10, 2018 minutes, Chris Holt 2<sup>nd</sup>, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Director Marconi pointed out that the operating revenues are time sensitive because of the mooring permits which is why it looks like the year to date operating income is low. Mooring season starts soon. Roger asked if the revenue stream will increase once the Functional Replacement is done, Director reported that the Division will gain about 2 acres of laydown area and each acre will bring in (at the current fees) about \$63,000 per acre per year. Chris H. asked if there has been any interest in the facility and Director answered yes.

4. DIRECTOR'S REPORT

The following items were on the PDA board agenda for the October 18 meeting

- Right of Entry-Juliet Marine-Storage of "Ghost" ship from Nov 2018 to April of 2019.
- Chapter Pda 400 Final proposed rules were presented and will go to JLCAR on November 15
- Commercial mooring transfer between Arthur Frasca to Todd Smith in Seabrook Harbor

The Director reported that the Foreign Trade Zone Alternative Site Framework was approved by the FTZ Board. This approval helps facilitate PDA's ability to respond to companies that want to take advantage of the zone benefits by shortening up the approval process if the company is already in the designated area. This is a big plus for economic development in NH as it allows businesses to take advantage of reduction or

elimination of duties depending on the business. Director reported PDA-DPH is working cooperatively with NH Department of Business and Economic Development since most businesses will reach out to that agency first if they are considering relocating in NH. Director also reported that the Division has sent some of the folks from Department of Business and Economic Development to FTZ training so they have the information needed to pass along to anyone who may need it. Director reported that it has been a good experience and everyone has learned a lot and reiterated that this will be a big deal for promoting NH business.

Chris S. asked and Director provided clarification regarding what is required for a mooring transfer. Director explained that there has to be a transfer of assets in order to qualify for the commercial mooring permit transfer.

## 5. COMMITTEE REPORTS

**Fisheries-** Erik A. talked about the Right Whales, the National Marine Fisheries Service had a meeting in October and tried to come up with some ways to reduce the number of takes. There are only about 450 Right Whales left and they haven't calved in the last year. At the meeting they went over a lot of data and will meet again in March to come up with an action plan. Everyone is standing by to see what will happen with any new fishing regulations that might help reduce the amount of entanglements and ship strikes. Erik also spoke on the local fishing, there are a handful of boats still fishing for ground fish, however the predominant activity is in the lobster fishery. The quota for herring was cut drastically which is a problem because of the volumetric need for (lobster) bait. Roger spoke about an article regarding ocean temperature warming and lobsters migrating to Canada. Discussion ensued.

**Government-** No report

**Moorings-** Chris S. reported that the 2019 commercial license renewals and permit days at the Dover Point DMV are scheduled for December 12, 8:30-4 and January 9, from 8:30-12. Fish and Game have sent out their notices to the fishermen. The pier use holders were also notified. The notification has been posted at Portsmouth, Rye and Hampton as well.

**PDA Liaison-**Roger reported on the Port Committee meeting held on November 1<sup>st</sup> here at the Division office. At the meeting Director Marconi gave an update to the members on the Functional Replacement, the BUILD grant, and the generator project. He then gave a tour of the terminal facility.

**Maritime/Public Affairs-** No report

**Dredging-** Chris H. reported that the Governor wrote a letter to the Lt. General of the Army Corp to advise him that the turning basin project was of vital importance to NH and to get an update on the status, the response to the letter was that they (the Army Corps) are aware of the project but there is no commitment to the 2019 working plan yet. Rye has had no movement. Regarding the Seabrook/Hampton project there is a



Memo of Agreement (MOA) between PDA-DPH and the Army Corp of Engineers for funding from PDA-DPH and to start moving forward with that project. Erik asked when they finalize the budget plan, Director replied that the President (POTUS) signed the approval for the budget but the Army Corp has their own agenda for publishing the 2019 work plan and no one at the meeting is aware of the actual date. Director clarified that the MOA is the project partnership agreement between the Division and the Army Corp and it states a) the Division is the sponsor of the project and b) states the Division will pay for the dredging of the State anchorage. Discussion circled back around to the Rye project regarding the cost of disposing of the dredging spoils, which will be very expensive. One of the options that came up was to possibly use the material to help raise the parking lot in Rye, however Director was told by the Army Corp that would not be an option as the material would not be compatible for that use and it would cost more to do that than to dispose of it. Director also reminded all that this is a Federal navigation project and the Division does not have a lot of control over the management.

Roger asked about the Sarah Long Bridge's failure to go up the other day and asked if anyone had any information. Chris H. had found out this is a known computer issue with Cianbro and ME DOT and they are supposed to be addressing it. The pilots were bringing in a ship at the time and the Pilots were thankfully able to slow the ship down enough to wait until the bridge was high enough for them to go under. Chris H. did say that Gary, the bridge operator did a great job under the circumstances, the bridge would go up a little bit, then he would have to wait about 15 minutes and then it would go up some more. Chris H. offered kudos to Whit Anderson, who was notified and got the contractors working on the dock out of the way quickly just in case the ship had to be docked at the Division terminal. Hypothetically if the bridge did not end up being able to go up some options would have been to dock it, anchor it and/or just control it as best as possible. Roger asked if the ship was coming down river would the ship be able to be turned, Chris answered no because that ship was 650' and there is only about 600' available to turn. Further discussion.

Director let the Council know that the Division assisted NH DOT a couple of weeks ago with an outreach meeting regarding the Underwood (Hampton/Seabrook) Bridge replacement a couple weeks ago. The Division sent out notices using its mailing list of mooring and pier use permit holders in Hampton and Seabrook to send a notice inviting them to the kickoff meeting. The meeting was held at the precinct office in Seabrook near the Yankee Co-Op. There was a handful of people that showed up, discussion centered on the needs of the local users of the waterway and types of boats including sail boats. NH DOT is looking at a fixed bridge and they believe they can design a fixed bridge using the existing abutments with a 48-52' vertical clearance. To provide a visual to the Council, the Director let them know that the center span of the old General Sullivan Bridge has a span of 48'. Further discussion.

**Recreational Piers-** Director reported that the Division had a meeting with FEMA this morning about the storm damage in Rye and FEMA may be able to assist with funding mitigation to replace the seawall so that when the next storm comes Rye won't sustain as much damage. Roger let Chris S. know (as he was not able to make the last meeting) that the Division was approved for 3 portable generators to be used to power the fuel

systems in Portsmouth, Rye and Hampton which would allow emergency responders access to fuel.

6. NEW BUSINESS

Fee changes-Director presented a proposed new fee schedule which will be presented to the PDA Board in December. Director explained that the staff met and discussed the fees and the most significant change is the mooring permit fee, the Division is proposing going to \$12/ft. The Division staff broke down the revenue and expenses for the mooring program and with this increase it will still be in compliance with the Supreme Court ruling which requires us to be at or under 125% revenue to manage the program. The annual pier use permit will also be changed to \$12/ft. as per statute, the pier use permit must be comparable to the mooring permit program. Director explained the process the Division uses to adopt new fees is similar to adopting rules (although it is not required by rule or statute to adopt fees) which will consist of presenting the proposed fees to the Port Advisory Council for comment, present to the PDA Board at their December meeting for approval of the proposed fee schedule, advertising public hearings and have a written comment period during January and then return to the PDA Board in March (they do not meet in February) with any amendments and request final adoption. If approved, an adoption date for the new fees will be set, possibly April 1, 2019 and most folks wouldn't be effected until January 2020. Erik asked if there is a projected increase in revenue and where the funds go, Director indicated that the projected new revenue is somewhere around \$100,000. The funds are dispersed as follows: Mooring and Wait lists go into the Harbor Management Fund which is used to manage the moorings. The Pier Use and Berthing Permits goes into the Harbor Dredging and Pier Maintenance Fund which pays for repairs (such as the electrical work and fuel pumps) at the facilities. Roger asked about the mooring fees and pier use fees and there seems to be a loophole that allows private marinas to bypass the pier use fee. Director explained the rules regarding slip fees. With this, Roger expressed concern over the fact that there seems to be a small portion of the users paying pretty much all the maintenance of the water ways. Director commented that the mooring fees are only used for managing the mooring program, not for dredging. Roger asked if the funds are used for navigational aids, Director says no, those funds come out of the registration fees. The Division collects around \$333,000/yr. for Harbor Management, and then another \$190,000 +/- from boat registrations which is used for aids to navigation and everything else. Roger would like make the PDA board aware that none of the private marinas are contributing to the Harbor Management Fund and perhaps propose legislation to correct that. Further discussion. Director respectfully asked the Council to make a recommendation to the PDA Board to approve the proposed fees so that the Division can move forward with the process. Chris H. made a motion to recommend the proposed fees be approved by the PDA Board, Chris S. seconded, discussion; Roger asked to change the motion to say "recommend to approve with reservations" no further discussion, all were in favor.

7. OLD BUSINESS

The current PAC By Laws require the Council to file the proposed amendment with PDA 30 days prior to the meeting at which they will be considered, they will be

presented to the PDA board tomorrow then the PAC may adopt them at their December meeting if the Port Advisory Council so chooses.

8. PUBLIC COMMENT

In attendance was, Mr. Peter Welch of Newington. Peter commented that he agrees the proposed mooring fees are reasonably fair.

8. PRESS QUESTIONS

There were no members of the press present.

9. ADJOURNMENT

Erik A. made a motion to adjourn, Chris H. seconded, and all were in favor. Meeting was adjourned at 7:28 PM





**MEMORANDUM**

TO: Pease Development Authority Board of Directors  
FROM: David R. Mullen, Executive Director *DM*  
RE: Contract Reports for the Division of Ports and Harbors  
DATE: December 20, 2018

\*\*\*\*\*

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

- Project Name: Tim J. Leonard Plumbing & Heating Co.  
 PDA Obligation: \$10,360.55  
 Board Authority: Vice-Chairman Loughlin  
 Summary: For the emergency furnace replacement at Market Street Terminal

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# PROPOSAL

2273



**TIM J. LEONARD**  
Plumbing & Heating Co.  
2 Stanorm Drive  
Newmarket, N.H. 03857

(603) 659-8994 "Since 1984"

TO: NH State Ports Authority  
555 Market St.  
#1  
Portsmouth NH 03801

PHONE	DATE 11/29/18
JOB NAME / LOCATION Replace office hot air furnace up in ceiling area in garage etc.	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

### REPLACE OFFICE HOT AIR FURNACE UP IN CEILING AREA IN GARAGE ETC.

This job will consist of us removing the old worn out hot air furnace there now with a new Rheem 84K BTU two stage gas hot air furnace that is 96% efficient. It will tie into the existing duct work that is there now that supplies heat to Geno's and Whits office area etc. We will also replace the existing thermostats and zone dampers that are there now that are not functioning that supply hot air zones for two areas. The venting will tie into the existing PVC venting going through the roof, and also tie into the existing gas supply as well.

Rheem 84K BTU furnace and all zoning dampers, and other materials as needed and labor for all \$10,360.00

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:  
Ten Thousand Three Hundred Sixty and 55/100 Dollars

dollars (\$) 10,360.55 )

Payment to be made as follows:  
due on completion of work

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

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance: \_\_\_\_\_


*SIGN & RETURN COPY*

MOTION

Director Lamson:

The Pease Development Board of Directors hereby approves of the Initial Proposed Schedule of Fees, Moorings and Waitlists, and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated December 12, 2018, attached hereto.

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To: Pease Development Authority (“PDA”), Board of Directors  
From: Geno Marconi, Division Director   
Date: December 12, 2018  
Subject: Initial Proposed Schedule of Fees, Moorings and Waitlists

In accordance with the New Hampshire Code of Administrative Rules, Pda 512.01(a), Mooring Fee Schedule, “At least once a year the division director shall review the schedule of mooring fees.” The Division of Ports and Harbors (“the Division”) has conducted a review of the Schedule of Fees associated with:

- Pda 500; Moorings and Anchorages (eff. April 1, 2012)

The PDA Finance Department provides the Division with details of revenues and expenses for the Harbor Management Department which the Division staff utilized for the review. Attached are the Initial Proposed Schedule of Fees for the above referenced administrative rules.

**BACKGROUND HARBOR MANAGEMENT**

Mooring and Waitlist revenues for FY 2018:	\$333,446
Vessel Registrations FY 2018*:	\$142,114
<u>Operating Expense:</u>	<u>(\$450,788)</u>
Operating Income:	\$24,772

Proposed Estimated Net Revenue (see attached): \$90,209

\*RSA 270-E:7, II. “All fees collected under RSA 270-E:5, I and III for vessels registered for tidal and coastal waters shall be made available to the Pease development authority, division of ports and harbors for the purposes of safety, navigation, training, and administration. Such sums shall be non-lapsing and shall be continually appropriated to the Pease development authority, division of ports and harbors.”

The Division, in reviewing the revenues, has determined that a disproportional amount of the Vessel Registration revenues are expended to offset administration costs of moorings and waitlists programs and not available for use for the statutory required safety, navigation and training. In addition, with the anticipated costs of dredging the anchorages where moorings

are placed, the Division is recommending the Initial Proposed Schedule of Fees for Moorings and Waitlists.

The Proposed Schedule of Fees for Moorings and Waitlists was presented to the Division of Ports and Harbors Advisory Council (“Council”) on October 10, 2018 and again on November 14, 2018. On November 14, 2018, the Council voted to recommend, with reservations, that the PDA Board of Directors approve the Initial Proposed Schedule of Fees.

Upon approval of the Initial Proposed Schedule of Fees, and in accordance with Pda 512.01(b) (1-3), the Division will:

- Publish a notice in at least 2 newspapers of general circulation
- Hold a Public Hearing
- Accept written comment for 30 days after the Public Hearing

The Division will prepare a Final Proposed Schedule of Fees to be presented to the PDA Board at the March 2019 meeting for Final Adoption.

Therefore, the Division recommends the PDA Board of Directors approve the Initial Proposed Schedule of Fees.

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

**Proposed new fees**

**MOORING PERMIT FEES**

(Applicable to Initial Applications and Reapplications)

Fee Name	Current Fee	Proposed fee for 2019	Current annual revenue	Additional Revenue	Notes
Initial Application Fee	\$50.00	No change	No change	No change	
General Use Mooring Permit	\$10.00 per foot x length overall	\$12.00 per foot x length overall *\$200 minimum	\$327,181-all mooring types included	\$87,524-all mooring types included	*same as pier use
Shorefront Property Owner Mooring Permit	\$10.00 per foot x length overall	\$12.00 per foot x length overall (\$200 minimum)	Included in general use mooring permit	Included in general use mooring permit	
Commercial Use Mooring Permit	\$10.00 per foot x length overall	\$12.00 per foot x length overall (\$200 minimum)	Included in general use mooring permit	Included in general use mooring permit	
Commercial Use for Water Dependent Business	\$10.00 per foot x length overall based upon the maximum size vessel allowed on mooring	\$12.00 per foot x length overall (\$200 minimum)	Included in general use mooring permit	Included in general use mooring permit	
Commercial Mooring for Hire Mooring Permit	\$10.00 per foot x length overall based upon the maximum size vessel allowed on mooring	\$12.00 per foot x length overall (\$200 minimum)	Included in general use mooring permit	Included in general use mooring permit	
Mooring Permit Reapplication Late Fee	\$50.00 flat fee per mooring permit reapplication (to be paid in addition to applicable mooring permit fee)	N/A	N/A	N/A	

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

**Proposed new fees**

**MOORING WAIT LIST FEES**

Fee Name	Current Fee	Proposed Fee for 2019	Current Annual revenue	Additional revenue	Notes
New Mooring Wait List Application	\$7.00 fee per mooring field or mooring subfield applied for	\$10.00 fee per mooring field or mooring subfield applied for	\$6265-all waitlist types	\$2,685	
Mooring Wait List Renewal Application	\$7.00 fee per mooring field or mooring subfield applied for	\$10.00 fee per mooring field or mooring subfield applied for	Included in above	Included in above	
Mooring Wait List Renewal Late Fee	\$10.00 fee per mooring field or mooring subfield applied for (to be paid in addition to the applicable wait list renewal application fee)	N/A			

**MOORING PERMIT TRANSFER FEES**

**There are no proposed changes to the Mooring permit transfer fee**

Commercial Use Mooring Permit	\$50.00 per transfer request	N/A
Commercial Water Dependent Permit	\$50.00 per transfer request	N/A
Commercial Mooring for Hire Permit	\$50.00 per transfer request	N/A
General Mooring Permit to Surviving Spouse	\$25.00 per transfer request	N/A
Shorefront Property Mooring Permit to Surviving Spouse	\$25.00 per transfer request	N/A
Commercial Mooring For Hire Permit to Surviving Spouse	\$25.00 per transfer request	N/A

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Heidi & Elisabeth Fisheries, LLC for one year effective January 1, 2019 and includes two one-year options to extend subject to the approval of the PDA Executive Director, for the purpose of renting office space at the Portsmouth Commercial Fish Pier; all in accordance with the memorandum from Geno J. Marconi, Division Director, dated December 1, 2018 attached hereto.

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# PEASE INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

TO: Pease Development Authority ("PDA"), Board of Directors

FROM: Geno J. Marconi, Division Director

DATE: December 12, 2018

SUBJECT: Office Rental, Portsmouth Commercial Fish Pier

The Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") has received a request from James Hayward of Heidi & Elisabeth Fisheries, LLC ("Heidi") of 446 Beech Rd. Eliot, ME 03903 to rent space ("Premises"), as described below and shown in the attached diagram, in the building at the Portsmouth Commercial Fish Pier located on Peirce Island, Portsmouth, NH. In accordance with RSA 12-G:43 (b), "Aid in the development of the salt water fisheries and associated industries," the PDA-DPH recommends that PDA approve a Right of Entry (ROE) to Heidi for the use of Premises subject to the following terms and conditions:

**LOCATION:** Portsmouth Commercial Fish Pier

**PREMISES:** 345 square feet of a refrigerated fish cooler, 500 square feet of inside work area, 123 square feet of office space, and access through common area, including restrooms, as shown on the attached diagram.

**PURPOSE:** Provide a location for Heidi to store equipment and prepare fresh fish for shipment.

**TERM:** One (1) year commencing January 1, 2019 through December 31, 2019.  
Heidi may exercise its right to extend for two (2) one (1) year options subject to the approval of PDA-DPH.

**FEE:** First year, January 1 – December 31, 2019 at a rate of \$880.00 per month.  
Second and third years to be reviewed and negotiated 60 days in advance prior to the start of each subsequent year.

**INSURANCE:** Minimum insurance coverage to include Vessel Protection and Indemnity Insurance in the amount of \$100,000 to \$1,000,000 to be determined on a case by case basis depending on the size of the vessel and endorsed for dockside liability as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations. Said policy shall include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Portsmouth Commercial Fish Pier. Insurance provided pursuant to the ROE may not be cancelled without providing PDA with at least thirty (30) days advance written notice.

**ADDITIONAL TERMS  
AND CONDITIONS:**

1. Heidi agrees to comply with all Administrative Rules and Policies promulgated by PDA-DPH.
2. Prior to occupancy, Heidi and the PDA-DPH will inspect the Premises and document the current condition. Heidi will be responsible for maintaining the building for any damages occurring after the inspection.
3. Heidi will maintain the floor drain to ensure proper drainage.
4. Heidi will share with the PDA-DPH the cost of maintenance of the refrigeration system using a service provider approved by the PDA-DPH.
5. Heidi will keep the Premises and the areas adjacent to the Premises clean and free from debris and trash.
6. Equipment will be stored as to prevent obstruction of other activities and in a manner that is safe.
7. Pallets will be stacked as to prevent obstruction of other activities and in a manner that is safe.
8. Heidi will use the hoist in accordance with the Hoist Safety recommendations (attached).
9. Only owners, captains, and employees of Heidi will be allowed access to the Premises.
10. Any additional requirements as the PDA-DPH may from time to time deem necessary due to prevailing conditions.



MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with L.W. Morgridge and Son, Inc. for a three-year period effective January 1, 2019 and includes two one-year options to extend, subject to the approval of the PDA Executive Director, for the purpose of filling tankers with salt water at the Market Street Terminal; all in accordance with the memorandum from Geno J. Marconi, Division Director, dated November 30, 2018 attached hereto.

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# PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: November 30, 2018

To: Pease Development Authority ("PDA"), Board of Directors

From: Geno Marconi, Director 

Subject: L.W Morgridge and Sons, Inc., Market Street Marine Terminal, Right of Entry request

The Division of Ports and Harbors ("DPH") has received a request from L.W Morgridge and Sons, Inc. ("Morgridge") for a Right of Entry to the Market Street Marine Terminal ("Premises") for the purpose of filling its tankers with salt water. The Division recommends that the PDA Board of Directors approve the request and grant a non-exclusive right for Morgridge to fill its tankers with salt water at the Market Street Terminal in accordance with the following terms and conditions:

**PREMISES:** Market Street Marine Terminal

**PURPOSE:** To access state property to fill tankers with salt water

**TERM:** Three (3) years commencing January 1, 2019 through June 30, 2022. Morgridge may exercise its right to extend for two (2) one (1) year options subject to the approval of the PDA –DPH.

**FEES:** \$2000 fee for the first year, January 1, 2019 through June 30, 2022  
Second and third years and any option years to be reviewed and negotiated 60 days in advance prior to the start of each subsequent year

**INSURANCE:** Minimum insurance coverage, to include General Liability Insurance in the amount of \$2,000,000.00, Workers Compensation coverage to the statutory limits, and automobile liability coverage in a minimum amount of \$1,000,000.00, as the same may be required or appropriate in connection with the individual operations of each entity doing business on State property. Said policy shall include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Hampton Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.



**PEASE**  
INTERNATIONAL  
DEVELOPMENT  
AUTHORITY

55 International Drive, Portsmouth, NH 03801

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MOTION

Director Torr:

In accordance with the provisions of 12-G:42 X (b), the PDA Board of Directors hereby approves of the Final Adoption of Administrative Rules Chapter Pda 400, as attached hereto, and authorizes the Division Director to take any necessary or recommended action in accordance with RSA 541-A:12, in furtherance of this matter; in accordance with the Memorandum of Geno J. Marconi, Division Director, dated November 20, 2018, attached hereto.

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# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: November 20, 2018  
To: Pease Development Authority, Board of Directors ("PDA")  
From: Geno Marconi, Director   
Subject: Final Adoption, Administrative Rules; Pda 400 Harbor Masters

In accordance with RSA 12-G:42 X (b), the Pease Development Authority ("PDA"), acting through its Division of Ports and Harbors ("Division"), shall adopt rules pursuant to RSA 541-A. The Administrative Rules Chapter Pda 400- Harbor Masters ("Pda 400 Rules") became effective January 1, 2011 and will expire December 31, 2018.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 400 Rules, to the Port Advisory Council for consideration at the Council's meeting on April 11, 2018 where they approved to recommend the proposed rules to the PDA. With that, the rules were presented to and approved by PDA at their meeting on April 20, 2018. The rules were published in the August 9, 2018 Rules Register and a public hearing was held on September 12, 2018. There were no members of the public present at the hearing and no written comments were received, therefore, no changes were made to the initial proposed rules as approved by PDA on April 20, 2018. The final proposal-fixed text was approved by PDA on October 18, 2018 and submitted to and approved by the Joint Legislative Committee on Administrative Rules ("JLCAR") on November 15, 2018.

The Division of Ports and Harbors recommends that the PDA Board of Directors approve the Final Adoption of Chapter Pda 400 Rules as presented pursuant to RSA 541-A:14 to become effective January 1, 2019.



STATE OF NEW HAMPSHIRE



RECEIVED NOV 19 2018

OFFICE OF LEGISLATIVE SERVICES

STATE HOUSE  
107 NORTH MAIN STREET, ROOM 109  
CONCORD, NEW HAMPSHIRE 03301-4951

November 15, 2018

NOTICE NO. 2018-140

RULE # Pda 400

RELATIVE TO: Rules Regarding Duties of Harbor Masters and Assignment of Harbor Masters Areas

The Joint Legislative Committee on Administrative Rules has reviewed the Final Proposal on the above cited rule at its meeting on NOVEMBER 15, 2018.

The Committee voted to approve the proposal. You may proceed to adopt the rules in the proposal and file them with the Office of Legislative Services, Administrative Rules. If the effective life of any existing, regular rules in your proposal was extended during the rulemaking proceeding pursuant to RSA 541-A:14-a, then all the rules in the proposal must be adopted within **30 days** of Committee approval. The rules also must be filed with an effective date not more than **60 days** from the date of filing. See Section 1.11 of Chapter 3 in the N.H. Drafting and Procedure Manual for Administrative Rules (Manual).

When filing the final rules, you are also required to file a cover letter indicating the date of final adoption and certifying the final rules are a true copy. See Section 2.21 of Chapter 3 in the Manual. The rules will become effective either at (1) 12:01 a.m. on the day after the filing, (2) 12:01 a.m. on the date specified in the cover letter to me when the rule is filed, or (3) such other date and time as specified in the cover letter, provided that the filing occurs before such effective date and time. Please send two (2) copies of the adopted rules.

Sincerely yours,

A large, stylized handwritten signature in black ink, appearing to read "David J. Alukonis".

David J. Alukonis, Director  
Office of Legislative Services



Readopt Pda 400, effective 1-1-11 (Document # 9829), to read as follows:

CHAPTER Pda 400 HARBOR MASTERS

PART Pda 401 DEFINITIONS

Pda 401.01 "Channel", except as used in Pda 402.05(b), means the deeper part of a river, harbor or estuary, whether naturally occurring or maintained by the state or the United States Department of the Army Corps of Engineers, and which is kept open for navigation and other purposes, including mooring fields, dredging, or navigation aids.

PART Pda 402 DUTIES

Pda 402.01 Duties of Chief Harbor Master. The chief harbor master, subject to the supervision of the authority and the division director, shall:

- (a) Perform the duties listed in RSA 12-G:50, I;
- (b) Supervise the deputy chief harbor master, harbor masters and assistant harbor masters; and
- (c) Assign harbor areas to harbor masters in accordance with Pda 402.05.

Pda 402.02 Duties of Deputy Chief Harbor Master. The deputy chief harbor master shall:

- (a) Perform the duties listed in RSA 12-G:50, II;
- (b) Assist the chief harbor master in the performance of the chief harbor master's duties, as assigned by the authority, the division director, or the chief harbor master; and
- (c) Keep such records as required by the division relating to duties performed under Pda 500.

Pda 402.03 Duties of Harbor Masters. A harbor master shall:

- (a) Perform the duties listed in RSA 12-G:50, III;
- (b) Assist the chief harbor master or the deputy chief harbor master in the performance of the chief harbor master's or deputy chief harbor master's duties, as assigned by the authority, the division director, the chief harbor master or the deputy chief harbor master; and
- (c) Keep such records as required by the division relating to duties performed under Pda 500.

Pda 402.04 Duties of Assistant Harbor Masters. An assistant harbor master shall:

- (a) Assist the chief harbor master, the deputy chief harbor master, or any harbor master in the performance of the chief harbor master's, deputy chief harbor master's or harbor master's duties, as assigned by the division director, the chief harbor master, or the deputy chief harbor master;
- (b) Notify the chief harbor master, the deputy chief harbor master, or a harbor master of any violations of any provision of RSA 12-G or the rules of the authority adopted under RSA 12-G; and
- (c) Keep such records as required by the division relating to duties performed under Pda 500.

Pda 402.05 Assignment of Harbor Areas. The chief harbor master shall designate a harbor master for each of the following areas for the purposes of administration and enforcement of RSA 12-G and Pda 400:

(a) The Portsmouth area, which shall include that portion of Portsmouth Harbor lying within Little Harbor, Sagamore Creek, the Piscataqua River within the boundaries of the state to the I-95 Bridge and seaward to a line from Odiorne’s Point to flashing buoy no. 2;

(b) The Back Channel area, which shall include the body of tidal waters between the 2 New Castle bridges, so-called, and Goat Island and Shapleigh Island to the north, and the Wentworth Hotel bridges, so-called to the south, the body of water being bordered by the town of New Castle to the east, and Sagamore Creek to the Sagamore bridge, the city of Portsmouth and the town of Rye to the west;

(c) The Great Bay and Little Bay area, which shall include all state tidal waters within the boundaries of the state from the I-95 Bridge to waters of Great Bay and waters adjacent to the towns of Dover, Durham, Newmarket, Newfields, Exeter, Stratham, Greenland, and Newington;

(d) The Rye area, which shall include Rye Harbor, including the navigable channel from the entrance of Rye Harbor seaward to whistle buoy 1B, and that portion of state tidal waters adjacent to the Town of Rye lying landward of a line 200 yards from the shore;

(e) The Gosport Harbor/Isles of Shoals area, which shall include that portion of Gosport Harbor within the boundaries of the state;

(f) The Hampton area, which shall include Hampton harbor, including the waters of Hampton River and seaward from the Hampton - Seabrook bridge to gong buoy no. 4; and

(g) The Seabrook area, which shall include Seabrook Harbor, including the waters of the Blackwater River.

APPENDIX 1

<u>Rule Number</u>	<u>State Statute/Federal Regulation Implemented</u>
Pda 401	RSA 12-G:42, III
Pda 402.01	RSA 12-G:42, III; 12-G:50
Pda 402.02	RSA 12-G:42, III; 12-G:50, II-IV
Pda 402.03	RSA 12-G:42, III; 12-G:50, III, IV
Pda 402.04	RSA 12-G:42, III; 12-G:50, IV
Pda 402.05	RSA 12-G:42, III



MOTION

Director Levesque:

The Pease Development Board of Directors hereby approves the final adoption to Administrative Rules Pda 300 PORT CAPTAINS, PILOTS AND PILOTAGE.

Further, the Board authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated December 12, 2018, attached hereto.

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**PEASE**

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 12, 2018  
To: Pease Development Authority, Board of Directors ("PDA")  
From: Geno Marconi, Director *YJM/BT*  
Subject: Final Proposal, Administrative Rules; Pda 300, Pilots and Pilotage

In accordance with RSA 12-G:42, (b) the PDA, acting through its Division of Ports and Harbors, shall adopt rules pursuant to RSA 541-A. The Administrative Rules Chapter Pda 300 - Pilots and Pilotage ("Pda 300 Rules") became effective April 1, 2011 and therefore will expire March 31, 2019.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 300 Rules to the Port Advisory Council ("Council") for consideration at the Council's meeting on May 9, 2018. The Council approved a recommendation of the proposed rules to the PDA. The rules were presented to and approved by PDA at their meeting on June 21, 2018. The rules were published in the August 16, 2018 Rules Register and a public hearing was held on September 12, 2018. There were no members of the public present at the hearing and no written comments were received. There are a few housekeeping changes to the rules as shown in the attached annotated proposal.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve the Division filing the Final Proposal-Annotated Text with the Director of Legislative Services pursuant to RSA 541-A:12.

**Readopt with amendment Pda 301, effective 4-1-11 (Document # 9891-A), cited and to read as follows:**

CHAPTER Pda 300 PORT CAPTAINS, PILOTS AND PILOTAGE

PART Pda 301 DEFINITIONS

Pda 301.01 “Allision” means the running of one vessel into or against another vessel or object.

Pda 301.02 “Coastwise vessel” means a vessel navigating the waters of the Atlantic Ocean or Gulf of Mexico exclusively between ports of the United States.

Pda 301.03 “Deadweight capacity tonnage” means the weight per 1000 kilograms of cargo, stores, fuel, passengers and crew carried by a vessel when the vessel is loaded to its maximum summer loadline as indicated by the draft marks on a vessel.

Pda 301.04 “Demurrage” means the sum fixed by a contract of carriage, or which is allowed, as remuneration to the owner of a vessel from the detention of the vessel beyond the number of days allowed by the charter party for loading and unloading or for sailing.

Pda 301.05 “Emergency” means a situation that requires immediate action to protect the health and safety of individuals or to prevent damage to property or the environment, including, but not limited to:

- (a) Severe weather conditions; or
- (b) Deteriorating conditions on board a vessel that jeopardize its seaworthiness or the ability of the master of the vessel to control the vessel.

Pda 301.06 “Exempt vessel” means a vessel:

- (a) The sole use of which is for fishing or for non-commercial pleasure;
- (b) That has a gross tonnage of 150 gross tons or less; or
- (c) Is a United States flagged coastwise vessel under direction and control of a federal pilot who is authorized to act as a pilot pursuant to 46 CFR 15.812 (~~10-01-09~~12-24-13 edition).

Pda 301.07 “Federal pilot” means an individual who holds a valid pilot’s license issued by the United States Coast Guard pursuant to 46 CFR 15.812 (~~10-01-09~~12-24-13 edition).

Pda 301.08 “Gas freeing” means the removal of residual chemical or petroleum liquids and vapors from vessel compartments either by the removal of liquids with a hose and vacuum system or by the dilution of vapors.

Pda 301.09 “Gross tons;” means “gross tonnage” as calculated in accordance with 46 CFR Part 60 (~~10-01-01~~03-31-16 edition).

Pda 301.10 “Incident” means any one of the following occurrences:

- (a) An accidental grounding;
- (b) An intentional grounding, collision, or allision that creates a hazard to navigation, the environment, or the safety of the vessel;
- (c) An unintentional collision or allision with any vessel or object;
- (d) Loss of life related to the operation of a vessel;

(e) Serious physical injury related to the operation of a vessel;

(f) Any occurrence resulting in damage to a vessel or other property which can reasonably be expected to be in excess of \$10,000, excluding the cost of salvage, cleaning, gas-freeing, dry docking, or demurrage; or

(g) Any boarding or unboarding occurrence that places a pilot in peril.

Pda 301.11 “Line of demarcation” means a line drawn from the southernmost tower on Gerrish Island, Maine charted in approximate position latitude 43° 04.0’ N longitude 70° 41.2’ W to Whaleback Light, thence to Jaffrey Point Light 2A, thence to the northeasternmost extremity of Frost Point.

Pda 301.12 “Master of a vessel” means the person in command of a vessel.

Pda 301.13 “Passage” means any instance of travel of a vessel under direction of a pilot between 2 points within the pilotage area.

Pda 301.14 “Pilot” means an individual appointed by the authority as provided in RSA 12-G:47 and taken on board a vessel for the purpose of piloting the vessel.

Pda 301.15 “Pilotage” means relating to the act of piloting a vessel.

Pda 301.16 “Pilotage area” means an area landward of the line of demarcation, including, but not limited to, Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire.

Pda 301.17 “Piloted vessel” means a vessel that has a pilot on board who is piloting the vessel in the pilotage area.

Pda 301.18 “Piloting” means the act of assisting the master of a vessel in navigating the vessel while it is underway in an area where a pilot is required.

Pda 301.19 “Round-trip passage” means any combination of passages from the line of demarcation to Dover Point, New Hampshire and back to the line of demarcation.

Pda 301.20 “Squat” means the bodily sinkage and change of trim, which are caused by the pressure distribution on the hull of the vessel, due to the relative motion of water and hull on a vessel underway.

**Readopt Pda 303, effective 4-1-11 (Document # 9891-A), cited and to read as follows:**

#### PART Pda 303 PILOTS REQUIRED

##### Pda 303.01 Exempt Vessels: When Pilots Required.

(a) All vessels, except exempt vessels, shall be piloted at all times by a pilot when underway within the pilotage area.

(b) A pilot shall be required for a vessel within the pilotage area when the vessel is shifting at berth other than for normal mooring line adjustments due to tide and current fluctuations.



**Readopt Pda 304.01, effective 4-1-11 (Document # 9891-A), as amended effective 8-19-16 (Document # 11159), to read as follows:**

**PART Pda 304 PILOTAGE OF VESSELS**

**Pda 304.01 Pilotage of Vessels.**

(a) Each vessel of over 10,000 gross tons shall be piloted by a class I pilot as described in Pda 305.01(c).

(b) Each vessel from 150 to 10,000 gross tons shall be piloted by a class I or class II pilot as described in Pda 305.01(c).

(c) A vessel shall not enter the pilotage area if the pilot:

(1) Is unfamiliar with the tugboat(s), crew(s), or both, and determines that this unfamiliarity creates a potentially unsafe situation;

(2) Has reason to believe the tugboat(s) is inadequately maintained;

(3) Has reason to believe the crew(s) is inadequately trained; or

(4) Has reason to believe that it is unsafe for the pilot to pilot the vessel for any reason, as determined by the pilot.

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

**Readopt Pda 304.02 with amendment effective 4-1-11 (Document # 9891-A), to read as follows:**

**Pda 304.02 Pilot Conferences.**

(a) When a pilot boards a vessel for the purpose of piloting the vessel, the pilot shall conduct, as soon as practicable upon boarding, a conference with the master of the vessel and other deck officers on watch on the vessel's bridge.

(b) During the conference required under (a) above:

(1) The pilot, the master of the vessel, and the deck officers in attendance shall review and identify the following:

a. The pilot's proposed route through the pilotage area;

b. The pilot's proposed course, speed, and squat;

c. Any proposed special maneuvering of the piloted vessel required to transit the pilotage area or berth the piloted vessel; and

d. Any other information deemed relevant by the pilot to promote the safety of the piloted vessel, other vessels in the pilotage area, or the public during transit of the pilotage area or berthing of the piloted vessel and.

(2) The master of the vessel and deck officers shall inform the pilot of the status of all of the piloted vessel's safety and navigational equipment as well as the overall seaworthiness of the piloted vessel.

(c) If the pilot is informed by the master of the vessel of any safety or navigational equipment deficiencies of the piloted vessel or deficiencies in the overall seaworthiness of the piloted vessel, the pilot shall promptly notify the United States Coast Guard and the division of such deficiencies. Upon notification of such deficiencies, the pilot shall determine if the vessel shall enter the pilotage area.

(d) The pilot shall transmit in writing to the United States Coast Guard and the division, within 7 days of the initial report from the master of the vessel, a list and description of each of the deficiencies reported pursuant to Pda 304.02(c).

(e) The pilot shall maintain a log summarizing the information obtained during the conference required pursuant to Pda 304.02(a) and (b) above, including at a minimum the information required pursuant to Pda 304.02(b)(1) and the list of equipment deficiencies identified pursuant to Pda 304.02(c).

**Readopt Pda 305.01, effective 4-1-11 (Document # 9891-A), to read as follows:**

PART Pda 305 APPOINTMENT OF PILOTS; EXPIRATION OR TERMINATION OF APPOINTMENT

Pda 305.01 Appointment, Commissioning, and Removal of Pilots.

(a) Pursuant to RSA 12-G:47, pilots shall serve at the pleasure of the authority. Appointment as a pilot by the authority constitutes a privilege and does not convey any property rights of any sort or any exclusive privilege, except as otherwise provided in Pda 300.

(b) The authority shall appoint, reappoint, and remove pilots, temporary pilots, and emergency pilots as provided in RSA 12-G:47 and Pda 300.

(c) Pilots shall be appointed as:

(1) Class I pilots who shall be authorized to pilot vessels over 10,000 gross tons or any vessel that could be piloted by a class II pilot;

(2) Class II pilots who shall be authorized to pilot vessels from 150 to 10,000 gross tons;

(3) Class I temporary pilots who shall be authorized to pilot vessels over 10,000 gross tons on a passage-by-passage basis for a limited number of passages as specified in the temporary pilot's commission;

(4) Class II temporary pilots who shall be authorized to pilot vessels from 150 to 10,000 gross tons on a passage-by-passage basis for a limited number of passages as specified in the temporary pilot's commission; or

(5) Emergency pilots who shall be authorized to pilot any vessel with the prior express permission of the authority, the authority's designee, or the division director.

(d) An initial appointment or reappointment as a pilot under Pda 305.01 shall expire on the same date as the federal license or credential required under Pda 305.06(b)(2)a. if not previously revoked, suspended, or otherwise terminated pursuant to Pda 309.01 - Pda 309.03. Prior to expiration of an initial appointment, a pilot may seek reappointment as a pilot in accordance with Pda 305.03. No person shall have any right to appointment or reappointment as a pilot. All pilot appointments and reappointments are subject to the pleasure of the authority.

(e) The authority shall appoint Class I and Class II temporary pilots only in circumstances in which sufficient Class I or Class II pilots are not available for any reason, and an emergency appointment under Pda 305.01(f) is not necessary. A temporary appointment shall terminate once the vessel piloted by a



temporary pilot has completed the passage or passages through the pilotage area for which the temporary pilot appointment was approved.

(f) If an emergency exists and sufficient pilots are unavailable, emergency pilot appointments shall be made in accordance with Pda 305.05 by the division director, or, if the division director is unavailable, by the authority, acting through its designee. An emergency appointment shall terminate upon notification to the emergency pilot from the authority, the authority's designee, or the division director that an emergency no longer exists.

(g) In order to provide for the transition of state pilot licenses in effect on the 2011 effective date of this paragraph to the expiration system based on the federal license or credential under paragraph (d) above, the division shall extend an annual license issued under Pda 305 in effect on the effective date of this paragraph until the anniversary date of the federal license or credential required under Pda 305.06(b)(2)a., provided that:

- (1) The federal license or credential is current and in good standing;
- (2) No action has been taken against the pilot under the federal license or credential; and
- (3) Grounds for suspension or revocation under Pda 309.02 do not exist.

**Readopt with amendment Pda 305.02, effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 305.02 Pilot Requirements for Initial Appointment as Class I or II Pilot. Any person seeking an initial appointment as a pilot shall:

- (a) Submit to the division a completed ~~application form~~ "Application for Initial Pilot Appointment" as described in Pda 306.01 including all required certifications; and
- (b) Meet the requirements set forth in Pda 305.06 and Pda 305.07.

**Readopt Pda 305.03-305.05, effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 305.03 Pilot Requirements for Reappointment as a Class I or II Pilot. Any person seeking reappointment as a pilot shall:

- (a) Have served an initial term of appointment as a Class I or Class II pilot;
- (b) Submit to the division a completed application form as described in Pda 306.02, including all required certifications, so that the application is received by the division at least 60 days prior to the expiration of the pilot's current appointment, if the pilot is requesting that the authority act on the request for reappointment prior to the expiration of the pilot's current appointment; and
- (c) Meet the requirements set forth in Pda 305.06 and Pda 305.08, except Pda 305.06(b)(5) and (7).

Pda 305.04 Pilot Requirements for Appointment as a Class I or II Temporary Pilot. Any person seeking an appointment as a temporary pilot shall:

- (a) Submit to the division a completed application form, as described in Pda 306.03, including all required certifications; and
- (b) Meet the requirements set forth in Pda 305.06(b)(1), (2), (4), (6), and (7).

Pda 305.05 Pilot Requirements for Appointment as an Emergency Pilot: Waiver.

(a) If the division director or the authority's designee determines that an emergency exists requiring the appointment of an emergency pilot, any person seeking an appointment as an emergency pilot shall:

(1) Be appointed only if the pilot would be acting within the scope of his or her federal license; and

(2) Meet the requirements set forth in Pda 305.06.

(b) Without a showing of further cause by the applicant, in an emergency, the division director or the authority's designee shall waive any of the requirements established under Pda 305.06 that do not conflict with federal pilot regulations, if the division director or the authority's designee determines that an emergency requires the appointment of an emergency pilot and a waiver of any of the requirements established under Pda 305.06.

(c) Before appointing the emergency pilot, the division director or the authority's designee shall orally question the proposed pilot to determine which specific qualifications, if any, established under Pda 305.06 the proposed pilot does not meet.

(d) The division director or the authority's designee shall make an emergency pilot appointment requiring a waiver of any of the requirements established under Pda 305.06, after determining that:

(1) The proposed pilot is the best qualified person available for appointment as an emergency pilot; and

(2) The emergency circumstances require that the proposed pilot be appointed, in order to protect the health and safety of individuals or to prevent damage to property or the environment.

(e) When the division director or the authority's designee determines that the emergency is over, that person shall orally notify the emergency pilot of the termination of the pilot's appointment as an emergency pilot.

(f) A copy of any report regarding appointment of an emergency pilot submitted by the division director or the authority's designee shall be provided to the person who held the emergency pilot appointment.

**Readopt Pda 305.06, effective 4-1-11 (Document # 9891-A), as amended effective 8-19-16 (Document # 11159), to read as follows:**

Pda 305.06 Minimum Requirements for Pilot Appointment or Reappointment.

(a) Any appointment or reappointment as a pilot under Pda 305 shall be subject to the pleasure of the authority.

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

(1) Be a citizen of the United States;

(2) Hold:

a. A valid license or merchant mariner credential issued by the Coast Guard as master or mate, for ocean, near coastal or inland, for vessels over 1,600 gross tons;

- b. A valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
  - c. A valid Coast Guard radar-observer endorsement; and
  - d. A bridge resource management certificate from a course approved by the Coast Guard;
- (3) Provide the division with:
- a. A copy of the pilot's current medical certificate issued by the Coast Guard; and
  - b. Documentation that the pilot has complied with the test for dangerous drugs under 46 CFR 16.220 (10-1-14 edition) or that the applicant otherwise met, under 46 CFR 16.230 10-1-14 edition), the Coast Guard's requirements for random testing;
- (4) Be of good professional character by certifying that the applicant has not ever:
- a. Been convicted by any court, including a military court, of an offense, other than a minor traffic violation, which conviction has not been annulled;
  - b. Been convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving or racing on a highway or public street or operating a motor vehicle while under the influence, or impaired by, alcohol or a controlled drug or substance;
  - c. Had a driver's license suspended or revoked for refusing to submit to an alcohol or drug test;
  - d. Received a Coast Guard letter of warning or been assessed a civil or administrative penalty by a federal or state agency or by a court of competent jurisdiction for violation of maritime or environmental laws; and
  - e. Voluntarily surrendered or had any Coast Guard license revoked or suspended.
- (5) Be of good professional character as attested by recommendations from at least 2 persons holding a valid Coast Guard master or mate's license attesting that the applicant is of good professional character;
- (6) Have knowledge of and training on vessels in the pilotage area sufficient to pilot non-exempt vessels of the tonnage for which the applicant is seeking appointment in a competent and safe manner within the pilotage area; and
- (7) Present a recommendation from at least one pilot appointed by the Pease development authority or the former New Hampshire state port authority attesting that the applicant has demonstrated knowledge of the pilotage area and ability to pilot vessels within the pilotage area sufficient to pilot in a competent and safe manner within the pilotage area non-exempt vessels of the tonnage for which the applicant is seeking appointment.

**Readopt Pda 305.07 and Pda 305.08, effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 305.07 Passage Requirements for Initial Appointment. In addition to the requirements of Pda 305.06, an applicant for an initial appointment shall provide proof in accordance with Pda 306.01(f)(7) that:

(a) The applicant has made a minimum of 100 round-trip passages in the 36 months preceding the date of receipt of the application by the division as a pilot trainee in the wheelhouse under the direction and control of a pilot appointed pursuant to RSA 12-G:47 or former RSA 271-A:5;

(b) At a minimum, 25 of the required 100 round-trip passages under (a) above were passages made during the hours of darkness;

(c) At a minimum, 30 of the required 100 round-trip passages under (a) above were made in the 12 months preceding the date of receipt of the application by the division; and

(d) Each round-trip passage under (a), (b), and (c) above was made in a vessel applicable to the class of appointment for which the applicant is applying.

Pda 305.08 Pilot Reappointment and Annual Passage Requirements. An applicant for reappointment by the authority and a pilot certifying passage requirements under Pda 305.09 shall certify that he or she:

(a) Has made a minimum of 4 round-trip passages in the 12 months preceding the date of the yearly anniversary of the pilot's appointment or reappointment;

(b) Has made, at a minimum, one of the required 4 round-trip passages under (a) above during the hours of darkness;

(c) Has made each passage under (a) and (b) above aboard a vessel requiring a pilot and on which the applicant was acting as the vessel's pilot; and

(d) Has made each passage under (a) and (b) above in a vessel applicable to the pilot's class of appointment.

**Readopt Pda 305.09, effective 4-1-11 (Document # 9891-A), as amended effective 8-19-16 (Document # 11159), to read as follows:**

Pda 305.09 Required Annual Certifications.

(a) During a term of appointment and within 90 days prior to the yearly anniversary of a pilot's appointment or reappointment, the pilot shall:

(1) Certify that:

- a. The federal license required under Pda 305.06(b) is current and in good standing;
- b. No action has been taken against the pilot's federal license required under Pda 305.06(b);
- c. The individual's state driver's license is current and valid;
- d. No action has been taken against the individual's state driver's license; and
- e. The individual has met the passage requirements of Pda 305.08; and

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

- a. A copy of the pilot's current medical certificate issued by the Coast Guard; and

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

(b) Failure to submit the annual certifications required under (a) above shall result in the following:

(1) The pilot's license under Pda 305 shall become invalid and remain invalid until the pilot provides the required certifications, provided that the certifications are received by the division no later than 30 days after the license becomes invalid;

(2) If the division receives the required certifications 30 days after the license became invalid, the license shall become valid upon receipt of the certifications; and

(3) If a pilot does not submit the required certifications within the time required under (1) above, the license shall expire.

**Readopt with amendment Pda 306.01-306.03, effective 4-1-11 (Document # 9891-B), as amended effective 8-19-16 (Document # 11159), cited and to read as follows:**

PART Pda 306 FORMS

Pda 306.01 Application Form for Initial Pilot Appointment.

(a) Each person seeking an initial appointment as a pilot shall complete ~~an application form the~~ "Application for Initial Pilot Appointment" ~~for initial appointment~~ provided by the division and deliver or mail the completed application to:

Pease Development Authority  
Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03801

(b) The applicant shall provide the following on the "Application for Initial Pilot Appointment": ~~application form for initial appointment:~~

- (1) The applicant's full legal name;
- (2) The applicant's maiden name or other names used by the applicant, if applicable;
- (3) The applicant's date and place of birth;
- (4) The address of the applicant's residence, including:
  - a. Street and number;
  - b. City or town;
  - c. State; and
  - d. Zip code;
- (5) Mailing address, if different from residence address;
- (6) The applicant's home telephone number;
- (7) The applicant's mobile/cell telephone number, if the applicant has a mobile/cell telephone;



- (8) The applicant's fax number, if the applicant has a fax machine;
  - (9) The applicant's e-mail address, if the applicant has an e-mail address;
  - (10) The name of and information required under (4) - (9) relating to the applicant's business, if applicable;
  - (11) The class of pilot licensure for which the applicant is applying;
  - (12) The applicant's employment history relating to piloting or operation of vessels within the past 5 years, including:
    - a. The name and address of any previous employer;
    - b. Where and when the applicant was employed;
    - c. The type and gross tonnage of vessels on which the applicant was employed; and
    - d. The positions held and the dates when the positions were held under previous employers;
  - (13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:
    - a. Exceptional currents or tides; or
    - b. Difficult navigational obstructions; and
  - (14) A description of the training the applicant has received pertaining to pilotage skills.
- (c) The applicant shall indicate on the application whether the applicant:
- (1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana, which conviction has not been annulled;
  - (2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;
  - (3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;
  - (4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;
  - (5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;
  - (6) Was ever given a Coast Guard ~~Letter of Warning~~ letter of warning or assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) - (7) above, the applicant shall attach an explanatory statement(s) to the application. If the applicant responds affirmatively to:

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

(4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;

(5) Subparagraph (c)(6), the applicant shall attach a copy of the ~~Letter of Warning~~ letter of warning and/or penalty assessment; and

(6) Subparagraph (c)(7), the applicant shall attach a statement describing the action taken by the Coast Guard and the reasons for the action;

(e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

“I have attached a statement of explanation for all areas marked “yes” above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application.”

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

(1) A copy of a government-issued photo identification card of the applicant, such as a:

- a. State-issued driver’s license;
- b. Merchant Marine identification document; or
- c. Valid United States passport;

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

- a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
- b. Valid Coast Guard radar-observer endorsement; and
- c. Bridge resource management certificate from a course approved by the Coast Guard;

(3) A copy of the record of any appointment granted to the applicant by the Pease development authority or the former New Hampshire port authority;



- (4) A copy of the applicant's military record, if the applicant has such a record;
  - (5) At least 2 letters attesting to applicant's professional character from persons who hold a valid Coast Guard master or mate's license;
  - (6) At least one letter of recommendation prepared in accordance with Pda 305.06(b)(7) from a pilot appointed by the Pease development authority or the former New Hampshire port authority; and
  - (7) Documentation that the applicant has met the passage requirements of Pda 305.07, including:
    - a. Description of the pilotage route for each passage;
    - b. The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
    - c. The inbound or outbound beginning and ending times for each passage; and
    - d. Certifying signatures of the master of the vessel and the pilot for each passage.
- (g) The applicant shall certify whether or not the applicant:
- (1) Is a citizen of the United States of America;
  - (2) Was ever refused an authorization to pilot a vessel;
  - (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;
  - (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
  - (5) Was ever hospitalized for any mental or emotional illness within the past year;
  - (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
  - (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
  - (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
    - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
    - b. Valid Coast Guard radar-observer endorsement; and
    - c. Bridge resource management certificate from a course approved by the Coast Guard.

(h) An applicant ~~unable to certify a true answer for any item in subparagraphs (g)(1) - (8) who indicates they are not a citizen of the United States of America in certifying (g)(1), or who answers affirmatively in certifying (g)(2)-(7)~~ shall submit an explanatory report that includes:

- (1) A complete explanation of the circumstances which cause any certifying statement in subparagraphs (g)(1) - (8) to be untrue preliminarily disqualifying; and

(2) For each circumstance which causes a statement in ~~subparagraphs (g)(1) – (g)(7)~~ to be ~~untrue~~ preliminarily disqualifying, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary."

Pda 306.02 Application Form for Pilot Reappointment.

(a) Each person seeking reappointment as a pilot shall complete an ~~application for reappointment~~ "Application for Pilot Reappointment" provided by the division and deliver or mail the completed application to:

Pease Development Authority  
Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03801

(b) The applicant shall provide the following on the ~~application for reappointment~~ "Application for Pilot Reappointment":

- (1) The applicant's full legal name;
- (2) The applicant's maiden name or other names used by the applicant, if applicable;
- (3) The applicant's date and place of birth;
- (4) The address of the applicant's residence, including:
  - a. Street number and name;
  - b. City or town;

- c. State; and
  - d. Zip code;
- (5) Mailing address, if different from residence address;
  - (6) The applicant's home telephone number;
  - (7) The applicant's mobile/cell telephone number, if the applicant has a mobile/cell telephone;
  - (8) The applicant's fax number, if the applicant has a fax machine;
  - (9) The applicant's e-mail address, if the applicant has an e-mail address;
  - (10) The name of and information required under (4) – (9) relating to the applicant's business, if applicable;
  - (11) The class of pilot licensure for which the applicant is applying;
  - (12) The applicant's employment history relating to piloting or operation of vessels within the past 5 years, including:
    - a. The name and address of any previous employer;
    - b. Where and when the applicant was employed;
    - c. The type and gross tonnage of vessels on which the applicant was employed; and
    - d. The positions held and the dates when the positions were held under previous employers;
  - (13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:
    - a. Exceptional currents or tides; or
    - b. Difficult navigational obstructions; and
  - (14) A description of the training the applicant has received pertaining to pilotage skills.
- (c) The applicant shall indicate on the application whether the applicant:
- (1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana, which conviction has not been annulled;
  - (2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;
  - (3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;
  - (4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;

(5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;

(6) Was ever given a Coast Guard ~~Letter of Warning~~ letter of warning or been assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) – (7) above, the applicant shall attach an explanatory statement(s) to the application. ~~If the applicant responds affirmatively to, as follows:~~

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

(4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;

(5) Subparagraph (c)(6), the applicant shall attach a copy of the ~~Letter of Warning~~ letter of warning and/or penalty assessment; and

(6) Subparagraph (c)(7), the applicant shall attach a statement describing the action taken by the Coast Guard and the reasons for the action;

(e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

"I have attached a statement of explanation for all areas marked "yes" above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application."

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

(1) A copy of a government-issued photo identification card of the applicant, such as a:

- a. State-issued driver's license;
- b. Merchant Marine identification document; or
- c. Valid United States passport;

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

- a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
  - b. Valid Coast Guard radar-observer endorsement; and
  - c. Bridge resource management certificate from a course approved by the Coast Guard;
- (3) A copy of the record of any appointment granted to the applicant by the Pease Development Authority or the former New Hampshire port authority;
- (4) A copy of the applicant's military record, if the applicant is currently in the military or was in the military during the term of the applicant's most recent appointment as a pilot; and
- (5) Documentation that the applicant has met the passage requirements of Pda 305.08, including:
- a. Description of the pilotage route for each passage;
  - b. The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
  - c. The inbound or outbound beginning and ending times for each passage; and
  - d. Certifying signatures of the master of the vessel and the pilot for each passage.
- (g) The applicant shall certify whether or not the applicant:
- (1) Is a citizen of the United States of America;
  - (2) Was ever refused an authorization to pilot a vessel;
  - (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;
  - (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
  - (5) Was ever hospitalized for any mental or emotional illness within the past year;
  - (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
  - (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
  - (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
    - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
    - b. Valid Coast Guard radar-observer endorsement; and
    - c. Bridge resource management certificate from a course approved by the Coast Guard;

(h) An applicant unable to certify a true answer for any item in subparagraphs (g)(1)–(8) who indicates they are not a citizen of the United States of America in certifying (g)(1), or who answers affirmatively in certifying (g)(2)–(7) shall submit an explanatory report that includes:



(1) A complete explanation of the circumstances which cause any certifying statement in subparagraphs (g)(1) – (8) to be ~~untrue~~ preliminarily disqualifying; and

(2) For each circumstance which causes a statement in ~~subparagraphs (g)(1) – (8)~~ to be ~~untrue~~ preliminarily disqualifying, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary."

Pda 306.03 Application Form for Temporary Pilot Appointment.

(a) Each person seeking an appointment as a temporary pilot shall complete an ~~application form~~ "Application for Temporary Pilot Appointment" provided by the division and deliver or mail the completed application to:

Pease Development Authority  
Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03801

(b) The applicant shall provide the following on the ~~application form~~ "Application for Temporary Pilot Appointment" -for temporary pilot appointment:

- (1) The applicant's full legal name;
- (2) The applicant's maiden name or other names used by the applicant, if applicable;
- (3) The applicant's date and place of birth;
- (4) The address of the applicant's residence, including:
  - a. Street number and name;

- b. City or town;
  - c. State; and
  - d. Zip code;
- (5) Mailing address, if different from residence address;
  - (6) The applicant's home telephone number;
  - (7) The applicant's mobile/cell telephone number, if the applicant has a mobile/cell telephone;
  - (8) The applicant's fax number, if the applicant has a fax machine;
  - (9) The applicant's e-mail address, if the applicant has an e-mail address;
  - (10) The name of and information required under (4) - (9) relating to the applicant's business, if applicable;
  - (11) The class of pilot licensure for which the applicant is applying;
  - (12) The applicant's employment history relating to piloting or operation of vessels within the past 5 years, including:
    - a. The name and address of any previous employer;
    - b. Where and when the applicant was employed;
    - c. The type and gross tonnage of vessels on which the applicant was employed; and
    - d. The positions held and the dates when the positions were held under previous employers;
  - (13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:
    - a. Exceptional currents or tides; or
    - b. Difficult navigational obstructions; and
  - (14) A description of the training the applicant has received pertaining to pilotage skills.
- (c) The applicant shall indicate on the application whether the applicant:
- (1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use, or sale of marijuana, which conviction has not been annulled;
  - (2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;
  - (3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;



(4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;

(5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;

(6) Was ever given a Coast Guard ~~Letter of Warning~~ letter of warning or been assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) - (7) above, the applicant shall attach an explanatory statement(s) to the application. ~~If the applicant responds affirmatively to:~~ as follows:

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

(4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;

(5) Subparagraph (c)(6), the applicant shall attach a copy of the ~~Letter of Warning~~ letter of warning and/or penalty assessment; and

(6) Subparagraph (c)(7), the applicant shall attach a statement describing the action taken by the Coast Guard and the reasons for the action;

(e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

"I have attached a statement of explanation for all areas marked "yes" above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application."

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

(1) A copy of a government-issued photo identification card of the applicant, such as a:

- a. State-issued driver's license;
- b. Merchant Marine identification document; or
- c. Valid United States passport;

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

applicant's:

- a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
- b. Valid Coast Guard radar-observer endorsement; and
- c. Bridge resource management certificate from a course approved by the Coast Guard;

(3) A copy of the record of any appointment granted to the applicant by the Pease development authority or the former New Hampshire port authority;

(4) A copy of the applicant's military record, if the applicant is currently in the military or was in the military during the term of the applicant's most recent appointment as a pilot; and

(5) At least one letter of recommendation prepared in accordance with Pda 305.06(b)(7) from a pilot appointed by the Pease development authority or the former New Hampshire port authority.

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

- (1) Is a citizen of the United States of America;
- (2) Was ever refused an authorization to pilot a vessel;
- (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;
- (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
- (5) Was ever hospitalized for any mental or emotional illness within the past year;
- (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
- (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
- (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
  - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
  - b. Valid Coast Guard radar-observer endorsement; and
  - c. Bridge resource management certificate from a course approved by the Coast Guard;

(h) An applicant unable to certify a true answer for any item in subparagraphs (g)(1) – (8) who indicates they are not a citizen of the United States of America in certifying (g)(1), or who answers affirmatively in certifying (g)(2)-(7) shall submit an explanatory report that includes:

- (1) A complete explanation of the circumstances which cause any certifying statement in subparagraphs (g)(1) – (8) to be preliminarily untrue; and

(2) For each circumstance which causes a statement in subparagraphs (g)(1) – (8) to be ~~true~~, preliminarily disqualifying, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary."

**Readopt Pda 306.04 and Pda 307.01 effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 306.04 Updating of Certain Information Provided on Application Forms Required. In order to maintain updated contact and business information with the division, any person appointed as a pilot under Pda 305.01 shall notify the division in writing, within 30 days of the change, of any changes to information provided on an application form under Pda 306.01(b)(4)-(10), Pda 306.02(b)(4)-(10), and Pda 306.03(b)(4)-(10).

PART Pda 307 DECISION; GROUNDS FOR DENIAL OF APPOINTMENTS AND REAPPOINTMENTS; APPEAL

Pda 307.01 Application Decision. The authority shall take action on any application for appointment or reappointment as a pilot no later than 60 days from the receipt of a complete application. All decisions of the authority approving or denying an application for appointment or reappointment shall be in writing. If an application for appointment or reappointment as a pilot is denied, the applicant may appeal that decision to the board.

**Readopt with amendment Pda 307.02, effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 307.02 Grounds for Denial. The authority shall deny an application for an initial appointment, reappointment, or temporary appointment if the authority determines that:

(a) The applicant or the application fails to meet or comply with any requirement of Pda 305 applicable to the type and class of appointment for which the applicant has submitted an application;

(b) The applicant fails to submit any information requested by the authority necessary to evaluate the applicant's fitness for appointment as a pilot;

(c) The physical health of the applicant, as a result of a physical condition or the use of drugs, including alcohol, or any other substance, is such that the applicant is not physically capable of competently exercising or performing the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the applicant, the environment, or the person or property of others;

(d) The mental or emotional health of the applicant, as a result of a mental or emotional condition or the use of drugs, including alcohol, or any other substance, is such that the applicant is not competent to exercise or is unable to perform the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the applicant, the environment, or the person or property of others;

(e) The applicant has been convicted of a criminal act, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties, and responsibilities of a pilot, as determined by the authority;

(f) The applicant has submitted false or misleading information as part of the person's application for appointment as a pilot or has otherwise engaged in conduct involving dishonesty or misrepresentation, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties and responsibilities of a pilot; or

(g) The authority determines that making the requested appointment is not necessary to ensure an adequate number of pilots.

**Readopt Pda 308 and Pda 309.01 effective 4-1-11 (Document # 9891-A), to read as follows:**

**PART Pda 308 ABSENCE FROM PILOTAGE AREA**

**Pda 308.01 Submission of Written Request.**

(a) A pilot shall request in writing to the authority to receive approval to be absent from the pilotage area for a period of more than 60 days without termination of the pilot's appointment.

(b) The written request shall include:

(1) The time period that the pilot will be away from the pilotage area; and

(2) The reason(s) that the pilot will be away from the pilotage area.

**Pda 308.02 Denial.**

(a) The authority shall deny the pilot's request under Pda 308.01 if the authority determines that, if the request were granted, there would be insufficient pilots available to safely manage vessels in the pilotage area.

(b) If the authority denies the pilot's request under Pda 308.01 to be absent from the pilotage area, the reasons for denial shall be stated in writing.

**Pda 308.03 Request for Reconsideration.** If a written request submitted pursuant to Pda 308.01 is denied by the authority, the pilot may request the authority to reconsider its decision and may request a hearing. If the pilot includes a request for a hearing in his or her request for reconsideration, the authority shall provide the pilot with a hearing before the board.



Pda 308.04 Termination of Appointment. The appointment of any pilot absent from the pilotage area for more than 60 days without the written permission of the authority shall be automatically terminated.

Pda 308.05 Extended Absence from Pilotage Area. A pilot who has been absent from the pilotage area for more than 180 days with the permission of the authority shall notify the authority in writing of the pilot's intention to return to the pilotage area, including the proposed date of return, and shall make as many trips under the supervision of a pilot as the authority determines are necessary to refamiliarize the pilot with the pilotage area.

#### PART Pda 309 SUSPENSION AND REVOCATION OF APPOINTMENT; APPEAL

Pda 309.01 Suspension or Revocation of Federal License: Pilot Required to Notify Division.

(a) Any pilot whose federal license as required by Pda 305.06(b) is suspended or revoked for any reason shall immediately notify the division of the suspension or revocation.

(b) The appointment of any pilot under Pda 305 whose federal license as required by Pda 305.06(b) is suspended or revoked for any reason shall be subject to immediate and automatic suspension or revocation on the same terms and conditions as the suspension or revocation of the federal license.

(c) Suspension or revocation of the pilot's appointment shall be co-terminus with the suspension or revocation of the pilot's federal license, including immediate and automatic reinstatement of the pilot's appointment on the same terms and conditions as any reinstatement of the pilot's federal license.

**Readopt with amendment Pda 309.02-Pda 310, effective 4-1-11 (Document # 9891-A), to read as follows:**

Pda 309.02 Grounds for Suspension or Revocation. The authority shall suspend or revoke a pilot's appointment, subject to such conditions as the authority deems necessary to protect the safety of vessels in the pilotage area, public health, property, or the environment, if the authority finds that:

(a) The pilot fails to meet or comply with any requirement of Pda 305 applicable to the type and class of appointment for which the pilot has received an appointment;

(b) The physical health of the pilot is such, as a result of a physical condition or the use of drugs, including alcohol, or any other substance, that the pilot is not physically capable of competently exercising or performing the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the pilot, the environment, or the person or property of others;

(c) The mental or emotional health of the pilot is such, as a result of a mental or emotional condition or the use of drugs, including alcohol, or any other substance, that the pilot is not competent to exercise or is unable to perform the functions, duties and responsibilities of a pilot without creating an unreasonable risk of harm to the pilot, the environment or the person or property of others;

(d) The pilot has been convicted of a criminal act, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties and responsibilities of a pilot;

(e) The pilot has submitted false or misleading information as part of his or her application for appointment as a pilot or has otherwise engaged in conduct involving dishonesty or misrepresentation, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties, and responsibilities of a pilot;

(f) The pilot, when requested to provide information to the authority or the division required under RSA 12-G or any rule of the authority, has failed to provide such information;

(g) The pilot has failed to exercise or perform the functions, duties, and responsibilities of a pilot competently or diligently;

(h) The pilot has violated any provision of RSA 12-G or any rule of the authority; or

(i) The pilot has failed to obey a directive issued by an officer of the United States Customs Service, the United States Coast Guard, or other law enforcement agency when such a directive could have been complied with safely.

Pda 309.03 Appeal from Decision to Suspend or Revoke Appointment. If the authority suspends or revokes a pilot's appointment, the pilot may appeal that decision to the board. Any decision by the board to suspend or revoke a pilot's appointment under Pda 309.02 shall be provided to the pilot in writing within 30 calendar days of such decision, ~~and shall specify the procedures for the administrative appeal provided pursuant to this section.~~ This written notice will include a statement advising the pilot that The Model Rules of Practice and Procedure as outlined in Chapter Jus 800 of the New Hampshire Administrative" rules shall apply in all appeals to the board under this section and, that they must provide notice of their intent to appeal within 30 calendar days from receipt of the notice of Suspension or Revocation.

#### PART Pda 310 REPORTS

##### Pda 310.01 Monthly Passage Reports.

(a) Each pilot shall submit a monthly passage report to the division for all passages completed during the calendar month, including any shifting at berth. Pilots employed by the same employer may file a combined monthly report, provided that the pilot for each passage or shifting at berth is separately identified and that each pilot individually executes the certification set forth below in (d) for the passages or berth shiftings identified in the monthly report as piloted by him or her.

(b) The report may be submitted in any format and shall include the following information with respect to each passage and shifting at berth completed during the month to which the report applies:

- (1) Name of pilot;
- (2) Vessel name and official number, if applicable;
- (3) Name of towing tug(s), if any;
- (4) Horsepower of assisting tug(s), if any;
- (5) Length of vessel;
- (6) Beam of vessel;
- (7) Draft of vessel;
- (8) Vessel registry;
- (9) ~~Gross tonnage of vessel;~~
- (9+0) Deadweight capacity tonnage of vessel;
- (10+1) Cargo of vessel;
- (12) ~~Passage start point;~~

(1113) Passage start date;

(1214) Whether passage start was in daylight or darkness;

(1315) Passage end point;

(1416) Passage end date;

(1517) Whether passage end was in daylight or darkness;

(1618) Weather conditions;

(1719) Tide conditions, including:

a. High slack;

b. Low slack; or

c. Other, as specified in the report;

(1820) Tonnage loaded;

(1921) Tonnage discharged; and

(2022) Shifting of the vessel at berth, other than normal mooring line adjustments due to tide or current fluctuations.

(c) The report shall be filed within 30 days of the end of each reported month.

(d) Any pilot required under (a) above to certify a monthly passage report in whole or in part shall use the following form include the following statement:

“I certify that the statements and information in the enclosed report relative to those passages or shiftings at berth for which I am designated as the pilot are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information.”

~~(e) The division shall provide each pilot with the necessary report forms.~~

Pda 310.02 Incident Reports: Duty to Report.

(a) If any incident occurs on a vessel while a pilot is engaged in the provision of pilotage service for such vessel, the pilot providing pilotage service shall file a written report of the incident with the division. The report shall be filed by the close of business no later than 5 days following the incident or 5 days after the date upon which the pilot first became aware of the incident, whichever is later. In the case of an incident involving loss of life or serious physical injury, the pilot shall immediately notify the division of the incident.

(b) Any report filed pursuant to (a) above shall include, at a minimum, the following:

(1) The name, address, and telephone number of the pilot making the report;

(2) Date, time and location of the incident;

(3) Detailed narrative description of the nature of the incident;



- (4) Cause of the incident to the extent known by the pilot;
- (5) Remedial action taken, if any; and
- (6) Names and addresses of any witnesses to the incident.

(c) Any pilot who, at any time, has reasonable grounds to believe that an incident has occurred and that such incident has not been reported to the division, shall contact the division and determine whether a report of the incident has been filed with the division. If a report of the incident has been filed with the division, the pilot making the inquiry shall have no further reporting responsibility. If no report of the incident has been filed, the inquiring pilot shall make a written report to the division within 5 days of becoming aware that no report was filed in accordance with (a) above regarding the suspected incident including, to the extent known, the information required under (b) above. After filing this report, the reporting pilot shall have no further reporting responsibility.

(d) Upon receipt of an incident report filed by the involved pilot or another pilot or upon receipt of a written complaint from any person, the division shall conduct an investigation.

(e) Upon receipt of an incident report from another pilot regarding a pilot or upon receipt of a complaint regarding a pilot, the division shall provide the involved pilot with a copy of the report or complaint.

(f) When the involved pilot receives from the division a copy of an incident report filed by another pilot or a copy of a complaint filed with the division, the involved pilot shall provide the division within 5 days of receipt with a written statement including, but not limited to the following:

- (1) Detailed narrative explanation of the incident or subject of the complaint; and
- (2) Detailed response to the statements in the report or complaint.

APPENDIX 1

<b>Rule Number</b>	<b>State Statute/Federal Regulation Implemented</b>
Pda 301.01	RSA 12-G:48-49
Pda 301.02	RSA 12-G:49
Pda 301.03 – 301.04	RSA 12-G:48-49
Pda 301.05	RSA 12-G:47-49
Pda 301.06	RSA 12-G:48-49, 46 CFR 15.812
Pda 301.07	RSA 12-G:49, 46 CFR 15.812
Pda 301.08	RSA 12-G:48-49
Pda 301.09	RSA 12-G:47-49
Pda 301.10-301.13	RSA 12-G:48-49
Pda 301.14	RSA 12-G:47-49
Pda 301.15-301.20	RSA 12-G:48-49
Pda 303.01	RSA 12-G:49
Pda 304.01	RSA 12-G:48-49
Pda 304.02	RSA 12-G:48-49
Pda 305.01	RSA 12-G:47, 46 CFR 15.812
Pda 305.02-305.05	RSA 12-G:47
Pda 305.06	RSA 12-G:47, 46 CFR 11.709

Pda 305.07-305.08	RSA 12-G:47
Pda 305.09	RSA 12-G:47, 46 CFR 15.812
Pda 306.01-306.04	RSA 12-G:47
Pda 307.01-307.02	RSA 12-G:47
Pda 308.01-308.05	RSA 12-G:47
Pda 309.01	RSA 12-G:47, 46 CFR 15.812
Pda 309.02-309.03	RSA 12-G:47
Pda 310.01-310.02	RSA 12-G:48-49

**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR INITIAL PILOT APPOINTMENT UNDER RSA 12-G:47**

**Section I – Personal Data**

**Full Legal Name** (Last, First, Middle) (Maiden Name or other names used by applicant, if applicable)

**Date of Birth** (Month, Day, Year)

**Place of Birth** (City, State, Country)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Residence Address:**

**Mailing Address** (If different from residence address)

Street Number and Name Apt. No.

Street Number and Name Apt. No.

P.O. Box Number

P.O. Box Number

City/Town

City/Town

State Zip Code

State Zip Code

**Home Telephone Number** (Including Area Code)

**Mobile/Cell Telephone Number** (If applicable)

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

**FAX Number** (If applicable)

**E-Mail Address** (if applicable)

(\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

**Business Mailing Address** (if applicable):

**Business Telephone Number** (Including Area Code)

Company Name

(\_\_\_\_) \_\_\_\_\_

**Business Mobile/Cell Telephone Number** (if applicable)

Street Number and Name Suite No.

(\_\_\_\_) \_\_\_\_\_

**Business FAX Number** (if applicable)

P.O. Box Number

(\_\_\_\_) \_\_\_\_\_

City/Town

**Business E-Mail Address** (if applicable):

State Zip Code

\_\_\_\_\_

**Section II – Class of Pilot**

Check the class for which you are applying (check only one):

\_\_\_\_\_ Class I Pilot (vessels over 5,000 gross tons or any vessel that could be piloted by Class II pilot)

\_\_\_\_\_ Class II Pilot (vessels of 150 gross tons to 5,000 gross tons)

**Section III – Employment History**

Provide a detailed history of your employment relating to the piloting of vessels or provide copies of the most recent 5 years from your captain's or mate's log. Also, for the same time period, include a list of the harbor areas where you have served as a pilot and describe any special navigational features associated with each harbor area, for example, exceptional currents or tides or difficult navigational obstructions. Attach separate sheets if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Sheets Attached



**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR INITIAL PILOT APPOINTMENT UNDER RSA 12-G:47**

**Section VI – Documentation**

A. Please attach the following documents to the completed application:

1. Copy of applicant's government-issued photo identification card, such as a state-issued driver's license, Merchant Marine identification document, or valid United States passport.
2. Certified copy of applicant's current United States Coast Guard license as master or mate, for ocean, near coastal, or inland, for vessels over 1600 gross tons, including Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire, and Coast Guard radar endorsement.
3. Copy (ies) of the record of any appointment granted to the applicant by the Pease Development Authority or the former New Hampshire Port Authority.
4. Copy of applicant's military record, if the applicant has such a record.
5. At least two letters attesting to applicant's moral and professional character from persons holding a valid Coast Guard master or mate's license.
6. At least one letter of recommendation prepared in accordance with Pda 305.06(i) from a pilot appointed by the Pease Development Authority or the former New Hampshire Port Authority.

B. Please attach documentation of passage requirements, including:

1. Documentation that the applicant has met the passage requirements of Pda 305.07:
  - (a) Documentation of the pilotage route for each passage;
  - (b) The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
  - (c) The inbound or outbound beginning and ending times for each passage; and
  - (d) Certifying signatures of the master and the instructional pilot for each passage.

**Section VII – Certification**

I hereby certify that each of following statements is true (please check box only if statement is true):

1. I am a citizen of the United States of America.
2. I have never been refused an authorization to pilot a vessel.
3. I have never been convicted of a felony or misdemeanor.
4. I have never been treated by a physician for drug or alcohol addiction or abuse.
5. I have not been hospitalized for any mental or emotional illness within the past year.
6. I have never had a mental or physical illness or disability that restricted my ability to operate as a pilot for more than 30 days.
7. I have never held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked.
8. I hold a valid license issued by the Coast Guard as master or mate, for ocean, near coastal or inland, for vessels over 1,600 gross tons.
9. I hold a valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire.
10. I hold a valid Coast Guard radar endorsement.

For any statement in 1-10 above that is not checked, please attach a statement of explanation including: (a) a complete explanation of the circumstances which cause the statement to be untrue; and (b) an explanation as to why the Pease Development Authority should not find it to be grounds for denying your appointment as a pilot.

**I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties and that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Section VIII – Application Submission**

**Submit completed application and required documentation to:**

Deliver in person or mail to:

Pease Development Authority  
Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03802-0369



**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR INITIAL PILOT APPOINTMENT UNDER RSA 12-G:47**

**Section IX – Release Authorization**

To all Courts, Probation Departments, Selective Service Boards, Employers, Physicians, Health Care Facilities, Health Care Providers, Educational Institutions, and Government, including all agencies and departments thereof:

I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary. A photostatic copy of this authorization shall be considered as effective and valid as the original.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR PILOT REAPPOINTMENT UNDER RSA 12-G:47**

**Section I – Personal Data**

Full Legal Name (Last, First, Middle) (Maiden Name or other names used by applicant, if applicable)

Date of Birth (Month, Day, Year)

Place of Birth (City, State, Country)

Residence Address:

Mailing Address (If different from residence address)

Street Number and Name Apt. No.

Street Number and Name Apt. No.

P.O. Box Number

P.O. Box Number

City/Town

City/Town

State Zip Code

State Zip Code

Home Telephone Number (Including Area Code)

Mobile/Cell Telephone Number (If applicable)

( )

( )

FAX Number (If applicable)

E-Mail Address (if applicable)

( )

Business Mailing Address (if applicable):

Business Telephone Number (Including Area Code)

Company Name

( )

Business Mobile/Cell Telephone Number (if applicable)

Street Number and Name Suite No.

( )

Business FAX Number (if applicable)

P.O. Box Number

( )

Business E-Mail Address (if applicable):

City/Town

State Zip Code

**Section II – Class of Pilot**

Check the class for which you are applying (check only one):

\_\_\_\_\_ Class I Pilot (vessels over 10,000 gross tons or any vessel that could be piloted by Class II pilot)

\_\_\_\_\_ Class II Pilot (vessels of 150 gross tons to 10,000 gross tons)

**Section III – Employment History**

Provide a detailed history of your employment relating to the piloting of vessels or provide copies of the most recent 5 years from your captain's or mate's log. Also, for the same time period, include a list of the harbor areas where you have served as a pilot and describe any special navigational features associated with each harbor area, for example, exceptional currents or tides or difficult navigational obstructions. Attach separate sheets if necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Sheets Attached



**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR PILOT REAPPOINTMENT UNDER RSA 12-G:47**

**Section IV – Pilotage**

Provide a detailed description of training you have received pertaining to pilotage skills. Attach separate sheets if necessary.

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\_\_\_\_\_ Sheets Attached

**Section V – Narcotics, DWI/DUI, and Conviction Record**

Yes (X)	No (X)	Indicate your answers to the following questions; sign and date at the bottom of this section.
		Have you ever been convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana? If yes, attach statement describing violation and sentence.
		Have you ever refused a controlled drug test or have you tested positive for a controlled drug, including marijuana, within the past 180 days? If yes, attach statement explaining the circumstances of such refusal or positive test result.
		Have you ever been convicted by any court, including military court, for an offense other than a minor traffic violation? "Conviction" means found guilty by judgment or by plea and includes cases of deferred adjudication, including forgoing appeal of a trial court finding, or where the court required you to attend classes, make contribution of money, receive treatment, submit to any manner of probation or supervision. Expunged convictions must be reported unless the expungement was based upon a showing that the court's earlier conviction was in error. If yes, attach copy of conviction and sentence.
		Have you ever been convicted of a traffic violation arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of, or impaired by, alcohol or a controlled drug? If yes, attach copy of conviction and sentence.
		Have you ever had your driver's license revoked or suspended for refusing to submit to an alcohol or drug test? If yes, attach statement describing the grounds for revocation and conviction and identifying the State issuing the license.
		Have you ever been given a Coast Guard Letter of Warning or been assessed a civil penalty for violation of maritime or environmental regulations? If yes, attach copy of Letter of Warning and/or penalty assessment.
		Have you ever had any Coast Guard license or document held by you revoked, suspended or voluntarily surrendered? If yes, attach statement describing Coast Guard action and reasons for same.

I have attached a statement of explanation for all areas marked "yes" above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution and financial penalty. I understand that failure to answer every question may delay my application.

_____ Signature of Applicant agreeing to the above statement	_____ Date
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**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR PILOT REAPPOINTMENT UNDER RSA 12-G:47**

**Section VI – Documentation**

A. Please attach the following documents to the completed application :

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4. Copy of applicant's military record, if the applicant is currently in the military or was in the military during the term of the applicant's most recent appointment as a pilot.

B. Please attach documentation of passage requirements, including:

1. Documentation that the applicant has met the passage requirements of Pda 305.08, including:
  - (a) Documentation of the pilotage route for each passage;
  - (b) The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
  - (c) The inbound or outbound beginning and ending times for each passage; and
  - (d) Certifying signatures of the master and instructional pilot for each passage.

**Section VII – Certification**

I hereby certify that each of following statements is true (please check box only if statement is true):

- |  |                          |
|--|--------------------------|
| 1. I am a citizen of the United States of America.   | <input type="checkbox"/> |
| 2. I have never been refused an authorization to pilot a vessel.   | <input type="checkbox"/> |
| 3. I have never been convicted of a felony or misdemeanor.   | <input type="checkbox"/> |
| 4. I have never been treated by a physician for drug or alcohol addiction or abuse.  | <input type="checkbox"/> |
| 5. I have not been hospitalized for any mental or emotional illness within the past year.  | <input type="checkbox"/> |
| 6. I have never had a mental or physical illness or disability that restricted my ability to operate as a pilot for more than 30 days.           | <input type="checkbox"/> |
| 7. I have never held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked.   | <input type="checkbox"/> |
| 8. I hold a valid license issued by the Coast Guard as master or mate, for ocean, near coastal or inland, for vessels over 1,600 gross tons;     | <input type="checkbox"/> |
| 9. I hold a valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire | <input type="checkbox"/> |
| 10. I hold a valid Coast Guard radar endorsement.  | <input type="checkbox"/> |

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Signature of Applicant

\_\_\_\_\_  
Date

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555 Market Street  
Portsmouth, NH 03802-0369

**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR PILOT REAPPOINTMENT UNDER RSA 12-G:47**

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I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary. A photostatic copy of this authorization shall be considered as effective and valid as the original.

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Signature of Applicant

\_\_\_\_\_  
Date

**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR TEMPORARY PILOT APPOINTMENT UNDER RSA 12-G:47**

**Section I – Personal Data**

**Full Legal Name** (Last, First, Middle) (Maiden Name or other names used by applicant, if applicable)

**Date of Birth** (Month, Day, Year)

**Place of Birth** (City, State, Country)

\_\_\_\_/\_\_\_\_/\_\_\_\_

**Residence Address:**

**Mailing Address** (If different from residence address)

Street Number and Name Apt. No.

Street Number and Name Apt. No.

P.O. Box Number

P.O. Box Number

City/Town

City/Town

State Zip Code

State Zip Code

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**Mobile/Cell Telephone Number** (If applicable)

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

**FAX Number** (If applicable)

**E-Mail Address** (if applicable)

(\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

**Business Mailing Address** (if applicable):

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Company Name

(\_\_\_\_) \_\_\_\_\_

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Street Number and Name Suite No.

(\_\_\_\_) \_\_\_\_\_

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City/Town

**Business E-Mail Address** (if applicable):

State Zip Code

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**Section II – Class of Pilot**

Check the class for which you are applying (check only one):

\_\_\_\_\_ Class I Temporary Pilot (vessels over 5,000 gross tons or any vessel that could be piloted by Class II pilot)

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Provide a detailed history of your employment relating to the piloting of vessels or provide copies of the most recent 5 years from your captain's or mate's log. Also, for the same time period, include a list of the harbor areas where you have served as a pilot and describe any special navigational features associated with each harbor area, for example, exceptional currents or tides or difficult navigational obstructions. Attach separate sheets if necessary.

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\_\_\_\_\_

\_\_\_\_\_ Sheets Attached

**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR TEMPORARY PILOT APPOINTMENT UNDER RSA 12-G:47**

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Provide a detailed description of training you have received pertaining to pilotage skills. Attach separate sheets if necessary.

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**PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS  
APPLICATION FOR TEMPORARY PILOT APPOINTMENT UNDER RSA 12-G:47**

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| 5. I have not been hospitalized for any mental or emotional illness within the past year.  | <input type="checkbox"/> |
| 6. I have never had a mental or physical illness or disability that restricted my ability to operate as a pilot for more than 30 days.           | <input type="checkbox"/> |
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\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

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Division of Ports and Harbors  
555 Market Street  
Portsmouth, NH 03802-0369

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APPLICATION FOR TEMPORARY PILOT APPOINTMENT UNDER RSA 12-G:47**

**Section IX – Release Authorization**

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I, \_\_\_\_\_, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary. A photostatic copy of this authorization shall be considered as effective and valid as the original.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, LLC ("AME"), in a total amount of \$27,300.00 for the purpose of obtaining the regulatory permits, development of construction sketches and limited consultation during construction of the Rye Harbor Riprap Repair Project; all in accordance with the memorandum of Geno J. Marconi, dated December 6, 2018, attached hereto.

N:\RESOLVES\2018\DPH-AME RyeHarborRiprap 1218.docx



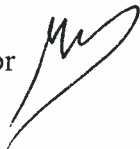
**PEASE**

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority, Board of Directors ("PDA")

From: Geno Marconi, Division Director 

Date: December 6, 2018

Subject: Rye Harbor Rip Rap Repair, Amendment of proposal

On November 15 and November 29, 2018 respectively, the Division of Ports and Harbors ("DPH") received approval from the PDA Board of Directors and the Capital Budget Overview Committee ("CBOC") to expend \$13,800 from the Harbor Dredging and Pier Maintenance Fund ("HDPM") to accept a proposal from its on-call marine engineers, Appledore Marine Engineering, LLC ("AME"), to provide marine engineering services for rip rap repair at the Rye Harbor Marine Facility. During a recent meeting between DPH and the U.S. Federal Emergency Management Agency ("FEMA"), it was discovered that FEMA requires more detailed information, design sketches rather than construction sketches, and additional regulatory permitting to be done in order to approve the project for reimbursement. With this, DPH has asked for and received an amended proposal from AME. The amended fee is \$27,300.00 which is an increase of \$13,500.

Therefore, in accordance with RSA 12-G:46, III, Harbor Dredging and Pier Maintenance Fund Established, DPH requests authorization to expend \$13,500 from the HDPM \$50,000 Allocation Fund. DPH will seek 100% reimbursement from FEMA through their Winter Storm Disaster Funding program. As of December 6, 2018, the balance of the HDPM \$50,000 Allocation Fund is \$50,153.77.



# Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

December 4, 2018

Geno Marconi  
PDA Division of Ports & Harbors  
555 Market Street  
Portsmouth, New Hampshire 03801

Re: **Amended** Proposal to Provide Marine Engineering Services  
Rye Harbor Riprap Repair  
Rye, NH

Dear Capt. Marconi:

Appledore Marine Engineering, Inc. (AMEI) is pleased to present this Amendment to proposal for Marine Engineering services dated October 16, 2018.

During a recent meeting with the Port Authority and FEMA, it was identified that the project will consist of additional work. The Tasks identified below as Tasks 1 thru 4 have been updated to include these additions. As such, this document supersedes previous version referenced above.

The following Amended proposal will outline the Background, Scope of Services, Schedule of Work and Fees for Consulting Services to perform the work.

## **BACKGROUND**

It is our understanding that the Rye Harbor facility is subject to erosion of the shoreline. The shoreline of the facility is altered with riprap and the erosion typically occurs as a result of wave activity during periods of high water and storms. We understand during a spring storm of 2018, damage occurred including displacing the facility fuel lines.

We understand that the purpose of this proposal is to secure regulatory permits and develop design drawings to enact the repairs.

## **SCOPE OF SERVICES**

The scope of work for this project includes obtaining the regulatory permits, development of design drawings and limited consultation during construction.

Regulatory permitting support will include the development of regulatory applications to be submitted to the NHDES and meeting with the Town of Rye conservation commission. Once permit applications are prepared and regulatory permit fees are identified we will provide the required information so PDA obtain a check and submit the applications.

It is our understanding that PDA will select a local contractor to complete the work. To support the PDA in securing a quote for the work and providing direction to a contractor, design drawings will be developed providing the general limits and scope of the repairs. The drawings will be based on existing site plans, surveys, and aerial drone photos.

A total of 24 hours is included in this proposal for support during construction to respond to contractor questions and review of submittals.

**SCHEDULE**

- Survey complete within 30 days from Notice to Proceed
- Design complete within 45 days from completion of survey

**FEES FOR CONSULTING SERVICES**

Fees for consulting services will be in accordance with the following schedule on a firm fixed fee basis. The fixed fee includes all labor, reimbursable, and equipment expenses required to complete the work. The following table outlines the original fee and the amendment resulting in an increase of \$13,500 to total cost of \$27,300.

TASK	ORIGINAL	AMENDED
Regulatory Permit Meetings and Application Development	4,800	7,600
Survey (Previously Construction Sketches)	6,500	4,500
Design Sketches		12,700
Construction Support	2,500	2,500
<b>TOTAL FEES</b>	<b>13,800</b>	<b>27,300</b>

Prompt payment of invoices is necessary for us to maintain a schedule and provide responsive service. We will invoice monthly for our engineering services and reimbursable expenses. Payment is due within thirty (30) days of date of invoice.

Thank you for giving us the opportunity to present a proposal for this work.

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

Regards,



Noah J. Elwood, PE  
President

This Proposal is subject and subordinate to the Agreement for Marine Engineering Services between the Parties dated July 1, 2017





## 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 Allard:

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

1. NHRSA 91-A:3, Paragraph II(d) for the consideration of 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.

NOTE: Roll Call vote required.



MOTION

Director Loughlin:

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 at the non-public session of its December 20, 2018 meeting related to:

1. Acquisition, sale or lease of property;
2. Litigation;

would, if disclosed publically, a) affect adversely the reputation of any person other than a member of the public body itself; b) render the proposed actions ineffective; c) compromise the emergency functions pertaining to security;

and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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