

PEASE DEVELOPMENT AUTHORITY
Thursday, December 19, 2019

PUBLIC AGENDA

Time: 10:00 a.m. **BOARD OF DIRECTORS' MEETING**

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

AGENDA

- I. Call to Order:
- II. Acceptance of Meeting Minutes: November 21, 2019 *
- III. Employee Recognitions *
- IV. Public Comment:
- IV. Committee Meetings:
 - A. Approvals:
 - 1. Residential Housing Committee Report * (Loughlin)
- V. Old Business:
 - A. Approval:
 - 1. Lonza – Additional Onsite Parking Concepts * (Allard)
 - 2. IAPP – 68 New Hampshire Avenue * (Lamson)
- VI. Finance:
 - A. Reports:
 - 1. FY 2020 Financial Report for the Four Month Period Ending October 31, 2019 *
 - 2. Cash Flow Projections for the Nine Month Period Ending August 31, 2020 *
 - 3. Revolving Loan Fund *
- VII. Licenses/ROE/Easements/Rights of Way:
 - A. Reports:
 - 1. Right-of-Entry - Jalbert Leasing, Inc. d/b/a C & J Bus Lines – 100 New Hampshire Avenue *
 - 2. Right-of-Entry - 2-Way Communications Service, Inc. - 19 Durham Street *
 - B. Approvals:
 - 1. NH DOT – Portsmouth Transportation Center Extension of Right-of-Entry * (Levesque)
 - 2. Skyhaven Flying Club – Flight Simulator ROE* (Torr)

- VIII. Leases:
 - A. Reports:
 - 1. Exercise of First Renewal Option - Rochester Electronics (1635 Realty, LLC) – 20 Durham Street *
 - B. Approvals:
 - 1. Lease for 2-Way Communications Service, Inc. –19 Durham Street * (Loughlin)
- IX. Contracts/Agreements:
 - A. Reports
 - 1. Jones Snow Plowing Services - Snow Removal Services for the Division of Ports and Harbors facilities *
 - B. Approvals:
 - 1. Read Custom Soils - Runway Sand * (Allard)
 - 2. Nachurs Alpine Solutions Industrial - Runway Deicing Liquid * (Lamson)
 - 3. Nachurs Alpine Solutions Industrial - Runway Deicing Solid * (Levesque)
 - 4. Cross Insurance – PDA Insurance * (Torr)
 - 5. USI-New England, Inc. – PDA Insurance * (Lamson)
 - 6. Pike Industries – Change Order for LED Runway Lights * (Loughlin)
- X. Signs:
 - A. Reports:
 - 1. 130 International Drive – Milliken
 - B. Approvals:
 - 1. Portsmouth International Airport - Wayfinding Signs * (Allard)
- XI. Executive Director’s Reports/Approvals:
 - A. Reports:
 - 1. Elections (Vice-Chair and Treasurer) *
 - 2. Committee Appointments *
 - 3. PDA Holiday Schedule – 2020 *
 - 4. Golf Course Operations
 - 5. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report *
 - B. Approvals:
 - 1. Bills for Legal Services * (Loughlin)
 - 2. Annual Leave Buy Back * (Torr)
 - 3. Land Use Controls * (Levesque)

XII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council – Meeting Minutes of November 13, 2019 *
2. Right-of-Entry – Heidi and Elisabeth Fisheries - Exercise First Extension at the Portsmouth Fish Pier *

B. Approvals:

1. Final Adoption of Pda 501-511 and Pda 513-515 Administrative Rules* (Lamson)
2. Right-of-Entry Extension - Riverside and Pickering Marine Contractors at Market Street Terminal for Buoy Project * (Allard)
3. Rye Harbor Dredge Sample * (Levesque)

XIII. New Business:

XIV. Upcoming Meetings:

2020 Proposed Meetings Schedule *

Board of Directors January 16, 2020 @ 8:00 a.m.


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

XV. Directors' Comments:

XVI. Adjournment:

XVII. Press Questions:

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

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

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

Thursday, November 21, 2019

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; Paul
E. Brean, PDA Deputy Director and Airport Director; Lynn M. Hinchee, General
Counsel; PDA staff members; members of the public.

I. Call to Order:

Chairman Smith (“Smith”) called the meeting to order at **9:40** a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Meeting Minutes

Director Lamson moved the motion and Director Allard seconded that **the Pease Development Authority Board of Directors hereby accept the minutes of the October 17, 2019 Board meeting.**

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

III. Public Comment:

There was no public comment.

IV. Committee Meetings:

A. Reports:

1. Residential Housing Agendas

- i. October 17, 2019 *
- ii. November 21, 2019 *

Chairman Smith (Smith) indicated that the Residential Housing Committee held its last meeting this morning and the Committee approved a final report which will be presented to the Board at its December 19, 2019 meeting.

2. Golf Committee Agenda

Director Bohenko (Bohenko) provided a report to state that the Golf Committee met on Monday (11/18) and indicated an issue that was brought up by Scott DeVito, PGA General Manager (DeVito) is the use of the electric golf carts. The Committee was informed that individual players at the golf course want to utilize a single golf cart for themselves so if there are three or four players in a group they want three or four carts. This is not sustainable in terms of the environment and this makes

less carts available for other patrons. A policy has been prepared to address this situation. This policy requires people to share a cart and will help in the operation of the golf course.

i. Approval of Golf Cart Policy

Director Bohenko moved the motion and Director Allard seconded that **in accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors approves of, adopts and implements the “Pease Golf Course Golf Cart Policy” attached hereto; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated November 5, 2019.**

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

ii. Approval of Vinyl Fence Repair

Director Torr moved the motion and Director Allard seconded that **in accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Chasco, Inc of Portsmouth, New Hampshire to repair the vinyl fencing area on the east side of the Pease Golf Course clubhouse in an amount not to exceed \$4,800.00; all in accordance with the memorandum of Scott D. DeVito, PGA General Manager dated November 5, 2019.**

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

3. Finance Committee Agenda

V. Finance:

A. Reports:

1. FY 2020 Financial Report for the Three Month Period Ending September 30, 2019

Finance Director Irv Canner (Canner) spoke to the Finance Committee meeting on Monday which followed the Golf Committee meeting. Canner stated that one of the things that was done was to informally introduce the new Assistant Finance Director Christine Cooper (Cooper) who joined PDA roughly a month ago. Chris is part of our succession planning and comes to PDA with 20 years experience, a Master’s Degree in Finance from Southern New Hampshire University and a CPA. Canner introduce Cooper to the Board.

Canner moved on to the Financial Report and reported that the PDA Operating Revenues are slightly below budget by 2.5% and operating expenses are below budget by about 1.8%. Canner also informed the Committee about the CPI adjustments to the Tradeport leases as \$10 million of revenues is tied up in this area and a lot of the annual adjustments are based on the CPI. The PDA budget assumed a CPI of 2% and currently the CPI is at approximately 1% meaning if this trend continues PDA will have an underrun of \$100,000. The decrease in inflation is due to lower energy and to a lesser extent food costs. Currently PDA revenues are approximately \$117,000 below budget primarily represented by the loss in fuel sales due to the temporary closure of the Portsmouth Fish Pier. Canner

indicated that a question that came up at the Finance Committee was the anticipated cost for the repairs at the Fish Pier and the Committee was informed that it will be close to \$5 million dollars; the State is stepping forward on this and the repairs should be completed in approximately twelve months.

Canner indicated that the PDA October books were closed this week and the revenue number got tighter bringing PDA to \$97,000 under budget and operating expenses stayed flat at 1.8% under.

Canner indicated that the professional services number represents legal expenses associated with the CLF settlement and some inspections and permitting that are being performed. Canner further pointed out that "all other" addresses the impact of cost of goods sold which indicates PDA is buying less fuel because we are not selling that fuel at Portsmouth Fish Pier.

Canner indicated that with the payroll run yesterday 127 checks were issued and are trending down; the high point was in June when PDA had 157 employees. We are preparing for the addition of the winter employees that typically come on in November. Canner indicated that the reason for the underrun goes to the organization chart where three open positions are indicated. Canner updated the Board that a formal offer has been made and accepted by an individual for the IT Director position.

Director Lamson (Lamson) inquired into the three open positions shown on the organizational chart. Canner indicated that the equipment operator will probably stay unfilled and do not anticipate filling it during this fiscal year. The IT position has been filled and the individual will start on December 9th and in fact will come in a few days before that to get acquainted with the internal operations and procedures. Canner also informed the Board that the Airport Administrative Manager position is currently in draft and should be posted the beginning of the year.

Bohenko asked that a write-up be forwarded to the Board members regarding the two new positions that have been filled (Assistant Finance Director and IT Director) to indicate the background for each of the new individuals.

Canner indicated that the last time the Board met the Certified Financials were still in draft due to the fact the auditors were awaiting legal letters and additional information on post-employment benefits. Canner indicated that all of the outstanding information has been received and the documents have been finalized and there were no changes to what was reviewed by the Board, closing out the Fiscal Year 19.

Canner further indicated that the interest rate expense is down as PDA has not had to draw from the Revolving Line of Credit due to some early delays in the terminal expansion and runway projects. However, that is rapidly changing as the projects are well underway. PDA has spent \$1.1 million in total capital expenditures for the year regarding construction projects (the terminal project and the functional replacement at the Port which makes up approximately 95% of expenditures to date).

Canner spoke to the various business units and the fact that at Portsmouth Airport has exceeded over 100,000 enplanements surpassing the last two years.

Lamson asked Canner to clarify for the general public that under RSA 12-G the tenants at PDA do not pay taxes, but rather pay a municipal fee. Lamson asked what PDA pays to Newington for the little part of police and Portsmouth with all of the services; Hinchee indicates that prior to Canner answering the question that it is necessary to understand that there are two different kinds of payments. There is a Municipal Services Fee (MSF) which is limited to the cost of services provided. Hinchee further explained that the MSF Covers the municipal portion, the school portion, and the county portion of the tax bill. Then there are those tenants, all of whom are located in Portsmouth, for the second payment who pay a Payment in Lieu of Taxes (PILOT) which is identical to what they would pay if they were owned in fee and living/operating in Portsmouth. Bohenko indicated that another way to describe inside the airport district is Ad Valorem taxes minus education. Canner indicated that the gross tax is approximately \$14.00 and then the school accounts for \$4.00 of that; Bohenko indicates the school is higher than that. Canner indicates that the net number is \$9.25 per thousand of the municipal service fee. Bohenko indicated that the taxes went down due to the revaluation; it is usually about 50/50 school versus municipal. Canner indicated that PDA is a conduit and the City bills us and PDA in turn bills tenants the total projected MSF for the current fiscal year is going to be \$3.2 million. Bohenko supplements the statement because of what Hinchee indicated and another \$3 million comes from outside the airport district bringing it to a little over \$6 million in payments to the City. Executive Director David Mullen (Mullen) indicates \$6.6 million. Canner stated that he wanted to let people know the inside of the fence area and the reduction because that side is billed without the education component and the other side includes the educational component. Lamson stated that it is important that individuals understand.

Canner gets back to the enplanements which means approximately 200,000 people have passed through the airport to date. The split is between charter and scheduled flights.

Canner indicated that Skyhaven is on budget and are up due to fuel sales (26% more than last year in terms of fuel sold). Since Skyhaven was merged with the PDA, Canner indicated just over a million dollars in operating losses have been incurred to run the airport, including capital expenditures, repaying debt and offsetting grant money; overall closing in on \$1.7 million in terms of subsidy that PDA has had to put forward on running Skyhaven.

Canner stated that the operating budget for the Tradeport is approximately \$8.99 million and indicates this is where the impact would be felt due to the CPI.

Canner indicated that at the Golf Course the operating revenues are up by \$227,000 and operating expenses are up by only \$11,000; net impact through operations and cash flow represents \$618,000 through September. Canner stated at the Finance Committee meeting there had been discussion about the profitability of the food and beverage operation; on \$112,000 of revenue they are making an operating income of \$73,000 which is a good margin in terms of success. Canner further stated that the Golf Course is looking to lock things up December 1st. Grill 28 numbers are exceeding previous years and through October it is 9% ahead of last year. Due to the good weather the simulators have not been captured as soon as they did last year due to the continued good weather. Total rounds of golf played this year are close to 54,000 versus 51,000 rounds played last year and a majority of the growth is due to non-member play.

Port Authority had a loss of revenues due to the Fish Pier and the Port is also under budget in terms of operating income which is anticipated. Canner stated the need to remember that fuel sales is one number and the cost of goods sold is a second number and the net difference is the margin so he makes about 3% (i.e.; by losing \$200,000 in fuel sales the net impact would only be 3%).

Smith asked Canner what the admin line on the Port represented; Geno Marconi Division Director of Ports and Harbor responded that it represents his administrative staff. Canner indicated that it is not allocated across the other business units, it is isolated for people like Geno and his support staff that is what captures that. Canner indicated that there is no revenue associated with it, it could be allocated back but then it would be lost and not transparent.

Director Bohenko leaves the Board conference room at 9:59 a.m.

2. Cash Flow Projections for the Nine Month Period Ending July 31, 2020

Canner indicated that PDA will be spending \$10 million and then another \$4 million on the terminal and runway renovations over the nine (9) month period. This \$14 million in capital expenditures will cause PDA to draw down on its cash balances by close to \$8 million. Some will be offset by grant monies and this is when PDA will start to draw into its RLOC. Canner has had discussions with Provident Bank on the timing of this as they are keeping this reserve on the books and they wanted a better idea of the flow which appears to be occurring by the end of the fiscal year. The cost to PDA if we borrow money today is 4.35% which is lower than last year but consistent with the drop in the federal fund rate and prime rate. Canner indicated that PDA will have the RLOC until 2022 and then will have an option of converting part of that to permanent debt or rolling it over into another RLOC. Canner explained that the debt levels will be overhead through 2026 by the time we pay off the debt which is based on a number of issues related to the capital budget forecast and there are some discretionary items that might be able to be eliminated. Canner stated that there have been discussions about prioritizing some of the capital expenditures.

Lamson stated on Monday at the Finance Committee meeting she had Canner confused about the cost of who would be taking care of the beavers. Lamson went on to state there is a contract with the USDA / WS and they would be the ones taking care of the beavers/wildlife which is why Canner did not have a response to her question at that time.

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

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

A. Reports:

1. Right-of-Entry – IAPP use of parking lot at Hangar 227

Mr. Mullen indicated that IAPP had been granted a Right-of-Entry to the parking lot area (northern section) located at Hangar 227 from Friday, October 18, 2019 through Thursday, October 24, 2019, for use of employee vehicle parking while restriping is being performed on its parking lot area located at 75 Rochester Avenue.

2. Right-of-Entry – 2-Way Communications Service, Inc. to determine if premises at 19 Durham Street is suitable for intended use

Mr. Mullen indicated that 2-Way Communications Service, Inc. had been granted a Right-of-Entry to enter upon the premises located at 19 Durham Street from November 1, 2019 through November 30, 2019 for inspection purposes to determine if the Premises is suitable for 2-Way's intended use and have agreed to extend another thirty (30) days and will report when it is finalized.

3. Right-of-Entry – NH Dept. of Environmental Services use of parking lot at 360 Corporate Drive

Mr. Mullen indicated that NH Department of Environmental Services had been granted a Right-of-Entry to enter upon the premises located at 360 Corporate Drive on November 6, 2019, for use as overflow vehicle parking as part of a training exercise.

4. Right-of-Entry – Port City Air use of parking/Staging Areas off of Grafton Drive

Mr. Mullen indicated that Port City Air had been granted a Right-of-Entry to use certain designated areas off of Grafton Drive at the Pease International Tradeport, Portsmouth, New Hampshire for the period of use from November 8, 2019, through January 15, 2020, for the purposes of parking vehicles and equipment staging related to ongoing construction work at the PCA facility at 104 Grafton Drive.

5. Right-of-Entry – Avier, LLC d/b/a Avier Flight School for Designated Portion of the Terminal Building at Skyhaven Airport

Mr. Mullen indicated that Avier, LLC, d/b/a Avier Flight School ("Avier") had been granted a Right-of-Entry to enter upon a portion of the Terminal Building at Skyhaven Airport for the purpose of utilizing an approximate 90 +/- foot area to be utilized as a classroom, allowing the flight instructor and student to discuss particular flight curriculum while on the ground at Skyhaven. The justification for waiving a conventional lease fee is that the classroom will be seldom used and the intent is to incentivize Avier to choose Skyhaven as a destination. This would increase both flight operations and fuel sales at Skyhaven.

B. Approvals:

1. VIATEQ Corporation – License for space in Airport Terminal * (Levesque)

Director Levesque moved the motion and Director Torr seconded that **the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a License with VIATEQ Corporation, or any other TSA designated passenger screening services provider, for a period of three (3) years effective December 1, 2019 through November 30, 2022, for the use of designated office space (utilizing a break room, an office, locker rooms and an on-site training room) at the airport terminal. This agreement will allow the airport to meet the TSA requirements to provide designated areas to store security sensitive**

information, conduct recurrent training and support employee work breaks; all in accordance with the same terms and conditions set forth in the Memorandum from Anthony I. Blenkinsop, Deputy General Counsel, dated November 20, 2019

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

Director Bohenko returns to the Board conference room at 10:06 a.m. and Director Levesque departs the Board conference room at 10:06 a.m.

VII. Leases:

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

A. Reports:

1. **Sublease between 25, 29 Retail, LLC and Sleep Institute of New England, P.L.L.C.**

Mr. Mullen indicated that 25, 29 Retail, LLC entered into a sublease with Sleep Institute of New England (“SINH”) for 1,342 square feet within the leased premises at 14 Manchester Square – Suite 281, for a period of sixteen (16) months, with an effective date of October 1, 2019 through January 31, 2021. SINH will use the premises for medical and related uses. Director Lamson approved the sublease.

2. **Sublease between 30 International Drive, LLC and New Hampshire Prosthetics, LLC**

Mr. Mullen indicated that 30 International Drive, LLC entered into a sublease with New Hampshire Prosthetics (“NHP”) for 3,269 square feet within the leased premises at 30 International Drive – Suite 201, for a period of ten (10) years, with an effective date of December 1, 2019. NHP will use the premises for professional office and related uses. Director Lamson approved the sublease.

Director Levesque returns to the Board conference room at 10:07 a.m.

VIII. Contracts/Agreements:

In accordance with Article 3.9.1.1 of the PDA Bylaws, Mr. Mullen reported as follows:

A. Approvals:

1. **USDA / WS Wildlife Control Proposal at Airports**

Director Allard moved the motion and Director Torr seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services (USDA / WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW); any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with

Federal and State permits, for the period of January 1, 2020, through December 31, 2020, in the amount of \$21,707.71; all in accordance with the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated November 6, 2019.

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, USDA / WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream;
2. USDA / WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet the 14 CFR 139 requirements; and
3. USDA / WS is the FAA recognized authority for airport wildlife hazard management and training.

Discussion: None. Disposition: Resolved by roll call vote (7-0) for; motion carried.

IX. Executive Director's Reports/Approvals:

A. Reports:

1. Solar Feasibility Study

Mullen indicated that PDA had contracted with Competitive Energy Services (CES) to conduct a solar feasibility study and the Report makes clear that the potential economic outcomes of any of the project scenarios are currently too risky to warrant moving ahead. Specifically, the current one megawatt limit in New Hampshire on the ability to net meter which sends excess power back onto the electricity grid for a monetary credit, and the requirement to use Eversource (at their potentially higher supply cost rates) as the default energy supplier when net metering, make the economic downside of proceeding with a solar project too great. There be bills in Concord to change that and if that changes PDA will revisit the issue.

Lamson indicated that the report was very interesting and that this is very interesting for her Town and something to look at. Mullen indicated that all of the surrounding states do not have this net metering limitation.

Director Torr departed the meeting at 10:11 a.m. but prior to leaving wished everyone a Happy Thanksgiving.

2. Golf Course Operations

Golf Course General Manager Scott DeVito (DeVito) indicated that at this time there are 18 holes running at the course and will go through the weekend and will a few more decent days the Golf Course will probably reach 55,000 rounds played for the calendar year. Maintenance is closing out the irrigation system and when the course closes on December 1st the Maintenance Department has a lot of thermal blankets which will be placed on greens and tees to get them ready for the winter. The simulator league started about three weeks ago and there are 62 player teams and simultaneously

running a four player scramble.

3. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Airport Operations Manager Andrew Pomeroy (Pomeroy) spoke to the Board as PDA Deputy Director / PSM Airport Director Paul Brean (“Brean”) was away. Pomeroy indicated that the airport has been busy and that as of the end of October there has been 103,226 enplanements which breaks down to 2,620 scheduled and 7,219 chartered for a total of 9,839 for October.

Pomeroy indicated that PCA had a record breaking October for fuel sales resulting in an estimated \$35,682.00 in fuel flowage fees for PSM. Pomeroy indicated that PCA is rehabbing hangar 229 and its solar initiative is starting at its main location/office building.

The revenue parking has been slow the last couple of months but is gearing up for the holiday season. As of October there have been 395 transaction equating to \$15,000 taken in and year-to-date there has been \$524,000 in parking revenue with 12,000 customers served, the average fare is \$44 for 6.4 days of parking.

Allegiant is currently doing four flights a week, by mid-December they will increase to six flights a week, sometime in January, when it is slow, it will drop back down to four flights a week with an increase in February to 15 flights a week. Allegiant is excited about the new Explosive Detection System (EDS) machine which will help to increase capacity to process bags quickly for loading onto the airplane which is the limiting factor to back-to-back flights.

NH Air National Guard (NHANG) has currently taken delivery of two KC-46As, training crews and flying training missions and a couple of weeks ago they performed its first fuel transfer. Crews are being sent to school so they can be qualified in the coming month and it is anticipated that the NHANG will receive two to three KC-46As a month between January and April for a total of twelve KC-46As.

The runway reconstruction project started last week with infield drainage improvements. The infield drainage improvements will be performed during November and December, shut down in the winter and will start back up again in the spring with the actual runway reconstruction which will be done in phases. Pike Industry has been setting up its staging area on the North ramp which has been boxed off with fencing and will be building an asphalt plant there to support the construction operations next year.

The terminal project is underway and the baggage system is being installed to support the new baggage screening building. The EDS machine is slated to be installed on December 2, 2019; PDA’s contractor and TSA are training people to run the machine and will be sending people off for training and shortly thereafter the machine will be up and running.

b) Skyhaven Airport (DAW)

Gearing up for winter, the hangars are full and there is an eight person waitlist which includes

the larger maintenance hangars. There is revenue coming in.

b) Noise Line Report

There was one noise inquiry from Dover which was more of an informational call concerning a Boeing E-2 Sentry (AWACS) which has a large radar disk on the top of the aircraft. The aircraft was practicing multiple approaches with one or two of them being done at a lower altitude as published.

Director Lamson indicated that she had many calls regarding the Boeing 707 which had a contraption on top of the aircraft. Pomeroy indicated that was a radar dish (AWACS plane) used for area control (intercepts and tracking of aircraft) by the Air Force. Pomeroy further indicated that the Air Force was flying training missions out of PSM for about a week with this aircraft.

B. Approvals:

1. Bills for Legal Services

Director Loughlin moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$20,027.00 for legal services provided by Sheehan Phinney Bass & Green, PA.**

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

X. Division of Ports and Harbors:

Geno J. Marconi (“Marconi), Division Director of the Division of Ports and Harbors (“DPH”), reported on Division activities, and the reports before the Board represent the current business at the DPH.

A. Reports:

1. Port Advisory Council Meeting Minutes of October 9, 2019

There was one action taken by the Port Advisory Council (PAC) which was to authorize Chairman Groux to send a letter to Senator Shaheen and copy the Congressional delegation supporting the inclusion of the upper most turning basin project in the next Water Resource Development Act. It had been in the prior one but it expired and while it was authorized, it was never funded. Senator Shaheen sits on the committee and she is going to introduce it to be included so the PAC wrote a letter, so too did Marconi and Marconi contacted the terminal operators up the river and suggested if they wanted to express their support for the turning basin they too should write a letter.

2. Request to Transfer of Commercial Mooring – James Willwerth to Gerald Worcester

Marconi indicated that in Hampton Willwerth sold his business to Worcester (of note is that Jerry has been Jimmy’s deck hand for a long time and Jim is retiring so Jerry bought it).

Marconi spoke to a report which was not on the agenda to indicate that Don Coker has been an

active member on the PAC for approximately 10 years. Coker's term expired recently and he has expressed to both the Governor and PAC that he does not want to be reappointed. Coker was a very vocal and outspoken member of PAC.

B. Approvals:

1. Pda 500 - Conditional Approval Response

Director Levesque moved the motion and Director Loughlin seconded that in accordance with the provisions of RSA 541-A, the Administrative Procedure Act, the Pease Development Authority (PDA) Board of Directors hereby approves the text of the Conditional Approval Response and amending the proposed administrative rules, Pda 500 Moorings and Anchorages, consistent therewith, as conditionally approved by the Joint Legislative Committee on Administrative Rules on October 17, 2019;

Further, the PDA Board of Directors hereby authorizes the Division Director to take any necessary or recommended action in accordance with RSA 541-A, in furtherance of this matter; all in accordance with the Memorandum of Geno Marconi, Division Director, dated October 25, 2019.

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

2. Final Proposed Schedule of Fees: Commercial Piers and Associated Facilities

Director Lamson moved the motion and Director Allard seconded that in accordance with RSA 12-G:42, XI, the Pease Development Authority (PDA) Board of Directors hereby adopts the Final Proposed Schedule of Pier Use Permit Fees (attached hereto) effective January 1, 2020 and authorizes the Director of the Division of Ports and Harbors to submit the Fee schedule to the Office of Legislative Services, Administrative Rules for publishing pursuant to RSA 541-A; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated November 10, 2019.

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

3. Market Street Marine Terminal - BUILD Grant

Director Loughlin moved the motion and Director Lamson seconded that the Pease Development Authority (PDA) Board of Directors (Board) states that on July 19, 2018, the Pease Development Authority – Division of Ports and Harbors (the “Division”) applied for a Better Utilizing Investments to Leverage Development (BUILD) grant through the US-DOT for the rehabilitation and modification of the Main Wharf at the Market Street Marine Terminal. On December 6, 2018, the Division received a grant award notice from US-DOT in the amount of \$7,504,854. Since that time, the Division has completed its required NEPA review, obtained approval from the Capital Budget Overview Committee for the required non-Federal match in

Smith thanked Bohenko for his words and service to the Board for the last 20 years. Smith further stated that having Bohenko on the Board has certainly served both the City and PDA very well in a very good partnership.

XIV. Adjournment:

Director Levesque moved the motion and Director Allard seconded to **adjourn the Board meeting**. Meeting adjourned at **10:32 a.m.**

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

XV. Press Questions:

There were no questions from the press who attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director



MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DM*
Date: December 10, 2019
Re: Employee Recognition

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

10 year (clock)

- Fran Frank, Maintenance Mgr.
- Mike Mates, Staff Engineer

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

- KC Conley, Equipment Manager
- Marie Aleksy

MOTION

Director Loughlin:

That accordance with the provisions of Article III, Section 3.9 of the Pease Development Authority By-Laws, the Pease Development Authority (“PDA”) Board of Directors, at its October 18, 2018 meeting designated an Ad-Hoc Advisory Committee to be known as the Residential Housing Study Committee (“Committee”) to investigate, review and advise the Pease Development Authority with respect to the feasibility of permitting a residential use at Pease International Tradeport and to perform such other functions and duties as may be delegated to it from time to time by Chairman Smith;

This Committee was established on December 20, 2018 and met seven times during the 2019 calendar year. During these meetings there was a bus tour of the PDA facility; discussions on parcels of interest and with developers at PDA; evaluation of zoning options; considerations of residential uses as accessory versus permitted; and a detailed review of the challenges to establishing a residential housing use at Pease;

At its November 21, 2019 meeting the Committee voted to accept and finalize a report on its work as written and to present the final report to the PDA Board of Directors at the December 19, 2019 meeting; and

The PDA Board of Directors hereby accepts the Residential Housing Study Committee final report dated December 11, 2019, as presented, and takes the following action:

1. Authorize the Executive Director to disseminate the report as he deems most appropriate, including but not limited to placement on the PDA's website;
2. Provide copies of the final report to the City of Portsmouth and Town of Newington for them to dispense as they see fit; and
3. Extend the gratitude and appreciation of the Pease Development Authority Board of Directors to all of the Ad Hoc Committee members who took time out of their schedules to carefully review and contemplate the feasibility of permitting a residential housing use at the Pease International Tradeport.

Pease Development Authority

Residential Housing Study Committee Final Report

December 11, 2019

I. Summary of Committee's Work

The Residential Housing Study Committee was formed by vote of the Pease Development Authority on August 18, 2018. Such vote followed the unanimous vote of the Portsmouth City Council in support of the formation of such a study committee, as housing is an urgent issue addressed extensively in Portsmouth's current Master Plan.

The Residential Housing Study Committee was charged by such vote with "identification of a parcel of property at Pease on which housing is, in the Study Committee's opinion, appropriate for rezoning. For purposes of any following phase of investigation, the parcel identification should list required approvals or modifications or waivers to existing federal, state or PDA statutes, rules and regulations." In addition, the Committee was charged with "[t]he identification of the type of housing recommended for the identified parcel, to include size, affordability, density, ownership restrictions. In the event the parcel identified is leased to a third-party PDA tenant, identification of the proposed relationship of the PDA tenant to its residential subtenants," and "[t]he identification of environmental concerns to include review and analysis of future information or studies to assess the requirements of the Federal Facilities Agreement by and between the Air Force, EPA and NHDES; Deed Restrictions and Institutional Controls; community concerns with respect to emerging contaminants; concerns with respect to the current clean up standard and open restoration sites; traffic; noise; required transportation improvements, etc., and the recommendations for any additional study." Originally, the Committee was charged to return with a report partway through its work, and request a budget for further work. Due to the discovery of certain legal and regulatory barriers, such report and budget request were not completed.

The first meeting was held January 19, 2019 at which the Committee reviewed its charge, scope and schedule of work. PDA staff presented a plan showing properties that were not yet under lease. The Committee chose to limit the scope of its inquiry to the Business & Commercial Zone of the Tradeport, as shown on the PDA zoning map¹ (or areas H & I on the

¹ See Zoning Ordinance, Pease Development Authority, October 18, 2013 (<https://peasedev.org/wp-content/uploads/2018/12/LandUseControlsDecember2013.pdf>), p. 94.

EPA Institutional Controls Map²). Such limitation, by design, excluded any area within the boundaries of the Town of Newington, and focused the Committee's work exclusively on land within the City of Portsmouth. At the February meeting, the Residential Housing Study Committee hosted guest speakers from the Bureau of Economic Affairs, New Hampshire Housing Finance Authority, and the Portsmouth Collaborative Chamber of Commerce. These guests told the Committee that housing was critical to the future of the workforce at Pease. They also discussed the type of zoning which would be appropriate at the Tradeport if residential was allowed, which included mixed use zoning and a denser "downtown" area at the intersection of Corporate and International Drive.

At the April meeting, the Committee hosted several developers to discuss whether they would be interested in building at Pease if the legal and regulatory environments allowed it. There were some concerns expressed, including those about whether retail and other amenities would be permitted in order to support a residential mixed-use environment on the Tradeport. Overall, the developers said they would need to conduct a more detailed feasibility study, but they would be interested in doing so if it were permitted.

At the May meeting, the Committee toured the Tradeport for a view of what the current layout and properties were that were available and how the setbacks and zoning affected such properties. The Committee asked questions about the scope of the Committee's inquiry and its structure going forward.

At the July meeting, the Committee reviewed a matrix and legal and regulatory challenges for residential zoning, which shall be further addressed in the next section.

II. Existing Conditions – Residential Zoning

The United States government's decision to close Pease Air Force Base in 1989 triggered a lengthy review process involving the Air Force, the Federal Aviation Administration (FAA), the Environmental Protection Administration, the State of New Hampshire, the City of Portsmouth (the "City"), the Town of Newington (the "Town" or "Newington") and other stakeholders. Over the next 16 years, these parties studied (Bechtel Report), reported and decided (Airport Layout Plan and Record of Decision), and negotiated what should and would become of the former Base. One of the principal concerns during the first several years of study, reporting and initial decision-making was to stimulate job creation at the Tradeport. Lack of housing was not an urgent concern then as it is now, as identified in numerous local planning documents, including Portsmouth's 2017 Master Plan.

² See Zone 3, Record of Decision Amendment, December 2003 (<https://semspub.epa.gov/work/01/200654.pdf>), p. 163.

Ultimately, the United States government transferred the fee simple title of the property to the PDA via a public benefit transfer. As a result, PDA has an obligation to use the property exclusively for "airport uses"; that commitment is captured in the three applicable deeds, transferring the property from the Air Force to PDA. Covenants in the deeds require that the land at Pease may not be "used, leased, sold, salvaged, or disposed of by [PDA] for [any use] other than the public airport purposes without written consent of the Administrator of the FAA." The deeds provide that approval may only be granted if the new use does not "materially and adversely affect the development, improvement, operation, or maintenance of the Airport." The FAA is responsible for determining which uses fall under this definition of airport uses. The current layout/plan of use was approved by the FAA in [1990] as supporting the "airport use" because of its revenue generation. Any change to such plan could be approved by the FAA if it was determined to support the airport use by the FAA itself. See Quitclaim Deed from United States Air Force to PDA, dated Nov. 18, 1999 at page 4; Quitclaim Deed from United States Air Force to PDA, dated Oct. 15, 2003 at page 6; Quitclaim Deed from United States Air Force to PDA, dated Sept. 13, 2005 at page 6.

In addition, because Pease was transferred via the public benefit transfer, PDA receives federal funding to support the public airport. As a result, the airport is subject to the provisions of 49 U.S.C. 47107(a)(10). This statute requires recipients of federal funding like PDA to take affirmative steps to "restrict the use of land next to or near the airport to uses that are compatible with normal airport operation."

Should PDA fail to abide by any of the restriction within the deeds, or any statutory obligations, the remedy is severe. Within the deeds, the Air Force reserved a right of re-entry.

The FAA has taken the position that residential housing is always incompatible with the operation of a public airport. See for example Order 5190.6B, the FAA Airport Compliance Manual, that provides guidance to public airports seeking to comply with FAA regulations. This order affirms that any housing near an airfield is inconsistent with, and a threat to, the long-term sustainability of public airports. Noise and night-time operations pose the most critical inconsistencies with these two uses of land, because these uses of an airport have the potential to disrupt the right to quiet enjoyment residents may expect in their homes under certain circumstances.

In addition to the Airport related obstacles and drivers, the deeds conveying the property identify certain parcels that are subject to institutional controls due to historical environmental contamination. Portions of the Tradeport are part of active remediation efforts and a number of parcels have monitoring requirements and/or limits or special requirements

relative to the treatment of groundwater and the movement of soils. Parcels impacted by institutional controls were not considered for residential purposes by the Committee.

The discovery of per- and polyfluoroalkyl substances (PFAS) contamination in 2014 has complicated development at the Tradeport. These emerging contaminants have been the subject of much local public discussion and increased regulation at the State level. As further investigation and regulation in this area evolves, the extent to which this new environmental concern impacts, or not, housing options will be better understood.

In addition to the airport related restrictions, any significant change of use of the land at Pease, would likely require review under the National Environmental Protection Act (NEPA) to ensure such a change would not result in a significant impact to the environment. Oversight by the EPA is triggered by any proposal including residential housing because PDA receives federal funds to operate a public airport. Relevantly, NEPA review is triggered when the use of federal land, or the use of land which received federal funding and has federal oversight, changes. When the Air Force sought to close the Air Force Base and use it for other purposes in the early 1990s, that action triggered NEPA review, and the Air Force published a Final Environmental Impact Statement (FEIS) analyzing the impacts the proposed use and alternative uses would have on the environment. If PDA considers changing the use of the Tradeport to include some housing, this would also trigger NEPA review. Although NEPA prescribes varying levels of scrutiny, it is the position of PDA counsel that the change of the use of land at Pease to include housing would likely require a full Environmental Impact Study (EIS). The Air Force published the Final Environmental Impact Statement for the Disposal and Reuse of Pease Air Force Base (FEIS) in 1991. The Air Force produced this document to comply with NEPA, thereby providing an environmental analysis of the proposed reuses of the Base. This document considered four alternative uses of Pease, including various housing options at the base. The report considered, in the alternative, reusing existing housing for the homeless under the McKinney Act, a medium density housing proposal, five-acre residential housing, and retaining the existing mobile home park. At the time, the only environmental hazards the EPA considered as obstacles to housing were lead paint and asbestos within existing buildings. The EPA concluded these housing proposals would have no significant impact on the environment. Although the FEIS concluded that residential housing at Pease would have no significant impact on the environment, any change in the current use of land would still likely trigger a new EIS. Ultimately, housing was not included in the reuse of Pease Air Force Base, thus any inclusion of housing at this point would likely be a different use.

The zoning ordinance of the Pease Development Authority does not permit residential zoning. The zoning map on the last page of the ordinance shows the permitted uses by zone, and residential is not included. In the ordinance, there are several dimensional requirements, such as setbacks, minimum lot size, and parking requirements, which restrict

how each parcel can be utilized, and several use restrictions, including limitations on retail and signage. Such restrictions would require revisiting in order to meaningfully permit residential zoning.

In short, to change the underlying legal and administrative restrictions affecting residential zoning, a revisiting of the underlying assumptions and plans would have to be taken along with special attention to the consequences of the public benefit transfer and the airport-related restrictions both in the deeds and in FAA federal regulations. Sustained political will at all levels of government – federal, state, and local - could be used to effect such change.

In light of the legal and administrative challenges to open up the Tradeport to traditional residential zoning and housing options, an avenue that the Committee explored was an “accessory use” within the existing PDA zoning structure. See the discussion below in Section III.. Certain businesses might have particular, limited, residential needs that could be accomplished as part of an accessory use to the permitted commercial or industrial use. By exploiting the accessory use definition, the FAA objection might be minimized and extended processes avoided.

III. Accessory Uses

Accessory uses of a residential character would possibly be permitted under the existing PDA zoning ordinance. Specifically, the current PDA zoning ordinance provides the following definition for Accessory Building or Use, “a building or use which is customarily subordinate or incidental to the principal use or building on a lot.” This is a fairly common form of definition of accessory use.

The Committee explored which accessory uses would be attractive to tenants, and also what would be permitted. Such accessory uses included long-term corporate housing, dormitories for students at the GBCC, barracks for members of the Air National Guard, and employee housing for employees of tenants on the Tradeport. Over the course of several meetings, members of the committee considered whether dormitory housing to support the needs of Great Bay Community College might be an appropriate housing component for the committee to explore and support. A dormitory would arguably be an accessory use to a college. Great Bay Community College has communicated, however, that it has no interest in building housing itself at this time.

The committee discussed further whether there were other types of types of housing, such as for temporary or relocating employees of Tradeport tenants that might generate a need for

some form of accessory residential use. There is currently an extended stay facility at the Tradeport and that permitted commercial use is likely satisfying some of the existing need.

IV. Conclusions

The Committee concludes that the following options exist with respect to residential use at the Pease International Tradeport.

A. Residential as a Primary Use

The documents governing the use of land at Pease International Tradeport do not expressly prohibit residential housing at Pease. Nevertheless, there are still significant obstacles to developing housing at the Tradeport.

The primary challenge is posed by the public benefit transfer, which put certain restrictions on use in place to protect the continued viability of the public airport. The FAA is responsible for determining which uses fall under this definition. The deeds provide that approval may only be granted if the new use does not “materially and adversely affect the development, improvement, operation, or maintenance of the Airport.” See *Deeds*, referenced above. 49 U.S.C. 47107(a)(10) requires recipients of federal funding like PDA to take affirmative steps to “restrict the use of land next to or near the airport to uses that are compatible with normal airport operation.

The above restrictions do not, on their face, prohibit housing at Pease. However, the FAA has taken the position that residential housing is always incompatible with the operation of a public airport. The FAA has published an extensive order, Order 5190.6B, detailing housing’s impact on public airports. Order 5190.6B at 20-10. The conclusions and the recommendation by the FAA clearly indicate that any request for housing at Pease International Tradeport would be met with opposition by the FAA.

Upon a change of use of the land at Pease, PDA is obligated under the National Environmental Protection Act (NEPA) to ensure such a change would not result in a significant impact to the environment pursuant to Environmental Protection Administration (EPA) regulations. The environmental factors and considerations at Pease have changed drastically since 1991, thus the analysis contained in the previously conducted FEIS is dated and in need of review if any change in use is proposed. This is typically a fairly lengthy and expensive process.

The zoning ordinance of the Pease Development Authority does not permit residential zoning. Use and dimensional restrictions contained in the ordinance would require revisiting in order to meaningfully permit residential development on the Tradeport.

Should residential zoning ever be permitted as a primary use on land within the Town of Newington, the Municipal Services Agreement would have to be considered. This tri-party agreement governs the collection and allocation of property taxes in return for services provided by the City of Portsmouth on behalf of the PDA.

Lastly, there are market concerns which should be considered in considering residential as a primary use. Several developers visited the Committee with mixed feedback. Redevelopment of older properties, as opposed to development of vacant properties, was primarily considered, with Manchester Square and the surrounding area as a potential "downtown". Market barriers that were mentioned included a need for larger lots and a certain minimum density to make the economics of developing housing work, a want for mixed-use zoning, and a challenge to know which lots would allow for the proper site development. In addition, feasibility studies would be required to know whether such sites would be attractive to potential residential tenants. Supporting amenities, such as retail in mixed-use zoning and improved sidewalks and bike lanes, were also mentioned as a need to make the Tradeport attractive for residents. However, all such feedback included the caveat that until there was a regulatory change to allow such development, it would be difficult to definitively determine residential feasibility, as such questions require investment of time and resources surrounding a specific project, and none would rule out the possibility that such development could be attractive.

B. Residential as an Accessory Use

The Committee concluded that as an accessory use, residential zoning faced less restrictions, but still required revisions to the PDA zoning. PDA zoning is a permissive ordinance so unless a use is specifically permitted, it is not allowed. The FAA has approved accessory uses, which means that review by both the EPA pursuant to a NEPA review and review by the DOD (with FAA as the interpreting agency) can be avoided. Since the FAA has approved such a use, residential would be permitted if it was currently "customary" as an accessory use on the Tradeport. Such "customary" uses include dormitories as an accessory use to Great Bay Community College or long-term stay hotels, the latter of which exist today on the Tradeport. As discussed, the College is not interested in pursuing such a use at this time. Long-term stay hotels would be permitted to expand, as long as they continued to offer a program that was "customary" and used similar pricing programs to those that exist today. The accessory uses that are permitted raise one additional drafting issue in the zoning ordinance, which is that

such uses must be permitted on contiguous or adjacent lots, as current zoning would not allow further buildout on occupied lots to accommodate the new use.

New accessory uses would require revisions to the PDA zoning ordinance, as well as NEPA review and potential DOD review (through FAA interpretation), similar to residential as a primary use. One new use is unique and an exception to this rule, which is military barracks if built on federal land. PDA zoning does not apply to federal land, which allows the federal government to pursue this use if it wishes on land where it has [site control / ownership].

MOTION

Director Allard:

The Pease Development Authority Board of Directors approves the attached parking conceptual site plan for Lonza Biologics, Inc. ("Lonza"), and authorizes the Executive Director to seek reimbursement from Lonza for the costs to PDA to obtain the required third-party review of stormwater treatment design; all in accordance with the terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated December 10, 2019, attached hereto.

MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Engineering Manager *MJS*
Date: December 10, 2019
Subject: Parking at 101 International Drive (Lonza)

For a number of years, Lonza Biologics, Inc. (Lonza) has taken steps to accommodate parking for employees at 101 International Drive. Through rights of entry, Lonza has utilized existing parking facilities at 14 Aviation Ave and still utilizes excess parking here at 55 International Drive. Lonza also operates a shuttle to ferry employees to parking at its various facilities on the Tradeport. Lonza is now seeking approval to construct additional parking on the lot at 101 International Drive to help alleviate peak day parking needs.

The attached plan shows three areas within its existing 17.1 acre lot where Lonza is proposing to construct a total of 60 parking spaces. The layout has been designed to meet setback and open space requirements. Stormwater runoff from the new parking surfaces will be treated by one of two methods: infiltration to groundwater, or biofiltration before entering the storm drain system. Additionally, the runoff from an area of existing pavement equal in size to the proposed new parking surface will be diverted to one of these advanced treatment methods¹.

Staff believes that the plans submitted by Lonza meet the requirements for PDA Board conceptual approval and recommend that such approval be granted. If the Board agrees, Lonza's site review application will be forwarded to the City of Portsmouth.

In addition to site review and in the absence of a State Alteration of Terrain permit, Lonza's stormwater treatment design will be sent to a third-party reviewer selected by PDA who will determine if the proposed treatment meets the definition of "Impervious Surface Treatment" as that term is defined in the PDA/CLF Settlement Agreement.² This determination is required in order for PDA, in accordance with the Settlement Agreement, to track net reduction over time of impervious surfaces at the Tradeport, including impervious surfaces not subject to Impervious Surface Treatment. In accordance with Part 404.04(b) of PDA's Site Plan Regulations, staff recommends that the fee incurred by the PDA for the third-party review be reimbursed by Lonza.

At next week's meeting, please ask the Board to approve the attached concept plan and to authorize the collection of fees from Lonza to reimburse PDA for the costs of third-party review of the stormwater treatment associated with the proposed concept plan. As to the measures related to documenting the level of stormwater treatment, please note that we will be following these steps as appropriate for future development proposals.

¹ The requirement to provide advanced treatment for existing impervious surfaces is being applied when the proposed new impervious surfaces are used for parking or traffic circulation. Where this requirement is applicable, the area of existing impervious surface subject to advanced treatment will be at least equal in size to the area of the proposed new impervious surfaces.

² "Impervious Surface Treatment" means using stormwater Best Management Practices (such as those from the New Hampshire Stormwater Manual as amended through December 2008) for Impervious Surfaces that reduce runoff volume or provide advanced stormwater management and pollutant removal through biofiltration (e.g., bioretention, bioswales, tree planters, gravel wetlands) and/or infiltration/filtration systems (e.g., porous pavements, subsurface infiltration, sand filters, infiltration trenches).

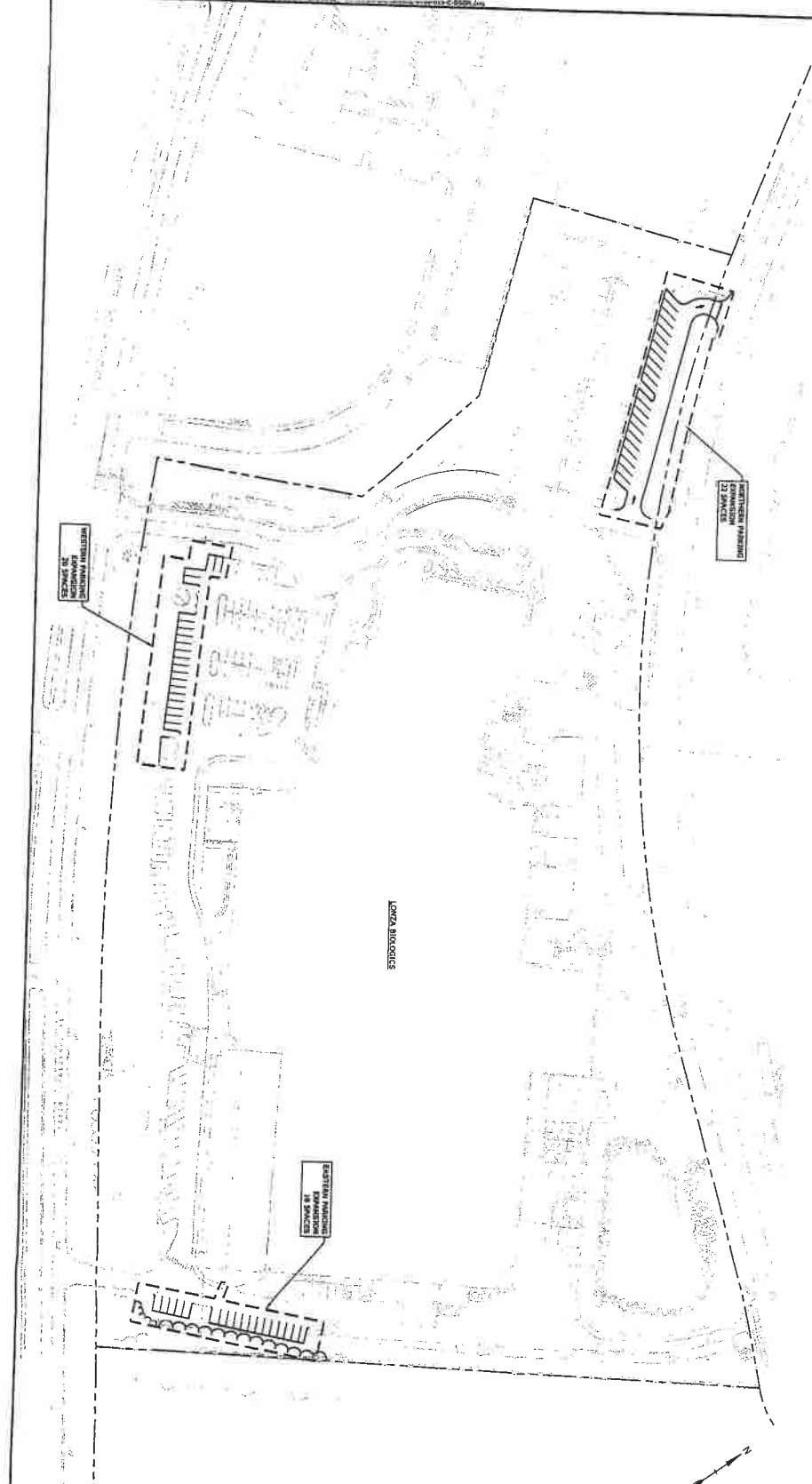
SITE DATA BLOCK
 LESSOR: PLAZA DEVELOPMENT AUTHORITY
 LESSOR'S ADDRESS: 1000 W. PORTSMOUTH NH, 03801
 APPLICANT: LONZA BIOLOGICS, INC.
 APPLICANT'S ADDRESS: 100 INTERNATIONAL DRIVE
 PORTSMOUTH NH, 03801
 LOCATION: 101 INTERNATIONAL DRIVE
 MAP SECTION: NH, 03801
 ZONING DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (A2)
 PROPOSED USES: OFFICE/RESEARCH/RESIDENCE AND DEVELOPMENT

AREA, VOLUME, AND HEIGHT REQUIREMENTS

MINIMUM LOT AREA	MINIMUM LOT FRONTAGE	MINIMUM SIDE YARD	MINIMUM REAR YARD USIDE	MINIMUM OPEN SPACE	MINIMUM PARKING REQUIREMENTS
11,700 SQ. FEET	117 FEET	20 FEET	20 FEET	25% OF TOTAL	1.71 SPACES PER 1,000 SQ. FEET OF GROUND FLOOR AREA
1,188 SQ. FEET	118.8 FEET	20 FEET	20 FEET (EXISTING)	25% OF TOTAL	1.188 SPACES PER 1,000 SQ. FEET OF GROUND FLOOR AREA
86 SQ. FEET (EXISTING)	8.6 FEET	20 FEET	20 FEET (EXISTING)	25% OF TOTAL	0.86 SPACES PER 1,000 SQ. FEET OF GROUND FLOOR AREA
34,254	342.54 FEET	20 FEET	20 FEET	25% OF TOTAL	3.4254 SPACES PER 1,000 SQ. FEET OF GROUND FLOOR AREA

REQUIREMENTS:
 PLUS ONE SPACE PER COMPANY OWNED VEHICLE

PLANNING DEPARTMENT
 OFFICE USES VEHICLE = 1 + (2.0) X (FLOOR AREA) = 489 SPACES
 PARKING SPACES REQUIRED = 11 SPACES
 MINIMUM ACCESSIBLE SPACES REQUIRED = 11 SPACES



DRAFT

Tyler & Bond
 Registered Professional Engineers



Parking Expansion
 Lonza Biologics
 Portsmouth, NH

OVERALL SITE PLAN AND GENERAL NOTES
 SCALE: AS SHOWN
 C-102

NO.	DATE	DESCRIPTION
1	11/09/18	ISSUED FOR PERMIT
2	11/09/18	ISSUED FOR PERMIT
3	11/09/18	ISSUED FOR PERMIT
4	11/09/18	ISSUED FOR PERMIT
5	11/09/18	ISSUED FOR PERMIT
6	11/09/18	ISSUED FOR PERMIT
7	11/09/18	ISSUED FOR PERMIT
8	11/09/18	ISSUED FOR PERMIT
9	11/09/18	ISSUED FOR PERMIT
10	11/09/18	ISSUED FOR PERMIT

MOTION

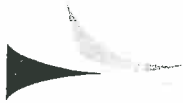
Director Lamson:

The Pease Development Authority (PDA) Board of Directors hereby approves the attached conceptual site plan and building renderings for IAPP at 68 New Hampshire Avenue and:

1. Authorizes the Executive Director with the concurrence of General Counsel to complete negotiations of an Amendment to Lease with IAPP on substantially the terms and conditions of the Cinthesys Lease, and with such modifications as have been set forth in the attached memorandum;
2. Authorizes the Executive Director to complete negotiations and to approve execution of a Consent of Lessor to the Assignment and Assumption of the Lease;
3. Authorizes and approves such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to facilitate the implementation of the transaction contemplated in the attached memorandum; and
4. Authorizes the Executive Director to seek reimbursement from IAPP for the cost to PDA to obtain the required third-party review of stormwater treatment design.

All in accordance with the memoranda from Lynn Marie Hinchee General Counsel dated December 3, 2019 and Maria J. Stowell, P.E., Manager, Engineering, dated December 11, 2019 attached hereto.


N:\RESOLVES\2019\IAPP 12-19.docx




PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

To: PDA Board of Directors

From: Lynn Marie Hinchee, General Counsel 

cc: David R. Mullen, Executive Director 

Date: December 3, 2019

Re: Sale of Premises at 68 New Hampshire Avenue and Assignment and Assumption of Lease by International Association of Privacy Professionals (IAPP)

History

The subject premises were constructed by TACP Group for use and occupancy by Londavia, Inc. pursuant to a Lease dated 9/1/98 with a commencement date of 1/1/99 for a term of 30 years, expiring 12/31/29. Three options are available to extend the Lease to 4/30/55.

TACP Group assigned the Lease to Londavia, Inc. by Assignment and Assumption Agreement dated April 18, 2001. Londavia's interest was subsequently assumed by AmSafe Bridport Inc.

AmSafe Bridport Inc. assigned the Lease to 68 NH LLC by Assignment and Assumption Agreement dated December 19, 2013.

68 New NH, LLC assigned the Lease to Old Tex Mex, LLC by Assignment and Assumption Agreement dated August 21, 2014.

Old Tex Mex, LLC assigned the Lease to Cinthesys Real Estate Management, LLC (Cinthesys) by Assignment and Assumption Agreement dated May 4, 2015.

Effective November 2019, Cinthesys has entered into a Purchase and Sale Agreement with IAPP, a Pease tenant at 75 Rochester Avenue. IAPP is within a 60 day due diligence period and has requested that in connection with its building purchase and the anticipated Assignment and Assumption Agreement for the underlying ground lease with PDA, PDA consider a modification of the subject Lease.

IAPP

IAPP serves as a resource for professionals who want to develop and advance their careers by helping organizations successfully manage data breach risks and protect their data. IAPP's website states it is the world's largest and most comprehensive global information privacy community. Initially, IAPP occupied only one of the 4 units at 75 Rochester Avenue but it has now grown to occupy the entirety of the facility consisting of 55,064 square feet and is in need of additional office space and additional parking.

What is Requested

68 New Hampshire Avenue was constructed on a 3.5 acre lot located in the Airport Industrial Zone, which zone is restricted to aviation related uses. On 10/17/2013 the PDA approved re-zoning the property to Airport Business Commercial Zone and increased the lot size to a conforming 5.02 acres. Until such time as the premises are altered by Cinthesys, the Lessee is obligated to pay ground rent only on the initial 3.5 acres.

As further described by Engineering Manager, Maria Stowell, in her Memorandum dated December 11, 2019, IAPP intends to alter the Premises in two phases.

Phase I, expected to commence in 2020, will increase parking at the premises by an estimated 73 additional spots to a total of 114 (the exact number of spaces will be determined by site review) and construct a sidewalk connecting 68 New Hampshire and 75 Rochester Avenue. IAPP will commence to pay ground rent on the entirety of the 5.02 acres upon the commencement of Phase I. No additional lease term will be granted in connection with the construction of additional parking area.

Phase II, a building expansion of up to 15,600 square feet may be constructed within the first 5 years of the Assignment and Assumption of the Lease by IAPP at which time, and in accordance with the PDA's long term lease policy, a new Lease will be executed with a reset commencement date and total term of 74 years from the reset date.

In the event Phase II is not constructed within the first 5 years, the existing term of the Lease will be extended upon the commencement of Phase II by 14 years for a total term of 74 years from the initial 1/1/99 commencement date.

Required Action

The Cinthesys Lease requires PDA's consent to any assignment, provided such consent may not be withheld unreasonably.

In order to facilitate the sale of the premises and the Assignment and Assumption of the Lease, the Board will be asked to take the following actions at its meeting on December 19, 2019:

1. Authorize the Executive Director with the concurrence of General Counsel to complete negotiations of an Amendment to Lease with IAPP on substantially the terms and conditions of the Cinthesys Lease, and with such modifications as have been set forth in this Memorandum;
2. Authorize the Executive Director to complete negotiations and to approve execution of a Consent of Lessor to the Assignment and Assumption of the Lease (Consent);
3. Authorize and approve such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to facilitate the implementation of the transaction contemplated in this Memorandum.



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth, NH 03801

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
 From: Maria J. Stowell, P.E., Engineering Manager *Maria*
 Date: December 11, 2019
 Subject: 68 New Hampshire Avenue Expansion (IAPP)

IAPP, PDA's tenant at 75 Rochester Avenue, is interested in purchasing the building situated at 68 NH Ave and assuming the land lease held by the current tenant. To adapt the facility for its use, IAPP wishes to expand the building and parking, and is proposing to do so in two phases. Phase 1 includes: construction of approximately 77 new parking spaces in the front yard (between the building and Stratham Street) with associated travel lanes, landscaping, and stormwater treatment for new impervious areas; collection and advanced treatment of stormwater from an area of existing pavement equal in size to the proposed new pavement surfaces¹; relocation of the Stratham Street driveway; conversion of the existing loading docks to a building entry and patio area; addition of a dumpster pad; and, construction of a sidewalk connecting 68 New Hampshire with 75 Rochester. Phase 2 includes: a two-story building addition with a footprint of approximately 7500 square feet; an approximately 64 space parking lot behind the building with travel lanes, landscaping, and stormwater treatment; a road connecting the front and rear parking lots; and, collection and advanced treatment of stormwater from existing impervious areas.

Attached are a conceptual site plan and building renderings submitted by IAPP. The plans, in general, conform to the open space, wetland buffer and setback requirements of PDA Land Use Controls. Staff recommends conceptual approval by the Board allowing engineered plans to be developed and forwarded to the City of Portsmouth for site review.

In addition to site review and in the absence of a State Alteration of Terrain permit, IAPP's stormwater treatment design will be sent to a third-party reviewer selected by PDA who will determine if the proposed treatment meets the definition of "Impervious Surface Treatment" as that term is defined in the PDA/CLF Settlement Agreement². This determination is required in order for PDA, in accordance with the Settlement Agreement, to track net reduction over time of impervious surfaces at the Tradeport, including impervious surfaces not subject to Impervious Surface Treatment. In accordance with Part 404.04(b) of PDA's Site Plan Regulations, staff recommends that the fee incurred for the third party review be reimbursed by IAPP.

At next week's meeting, please ask the Board to approve the attached concept plan and to authorize the collection of fees from IAPP to reimburse PDA for the costs of third-party review of the stormwater treatment associated with the proposed concept plan. As to the measures related to documenting the level of stormwater treatment, please note that we will be following these steps, as appropriate, for future development proposals.

¹ The requirement to provide advanced treatment for existing impervious surfaces is being applied when the proposed impervious surfaces are used for parking or traffic circulation. Where this requirement is applicable, the area of existing impervious surface subject to advanced treatment will be at least equal in size to the area of the proposed new impervious surfaces.

² "Impervious Surface Treatment" means using stormwater Best Management Practices (such as those from the New Hampshire Stormwater Manual as amended through December 2008) for Impervious Surfaces that reduce runoff volume or provide advanced stormwater management and pollutant removal through biofiltration (e.g., bioretention, bioswales, tree planters, gravel wetlands) and/or infiltration/filtration systems (e.g., porous pavements, subsurface infiltration, sand filters, infiltration trenches)

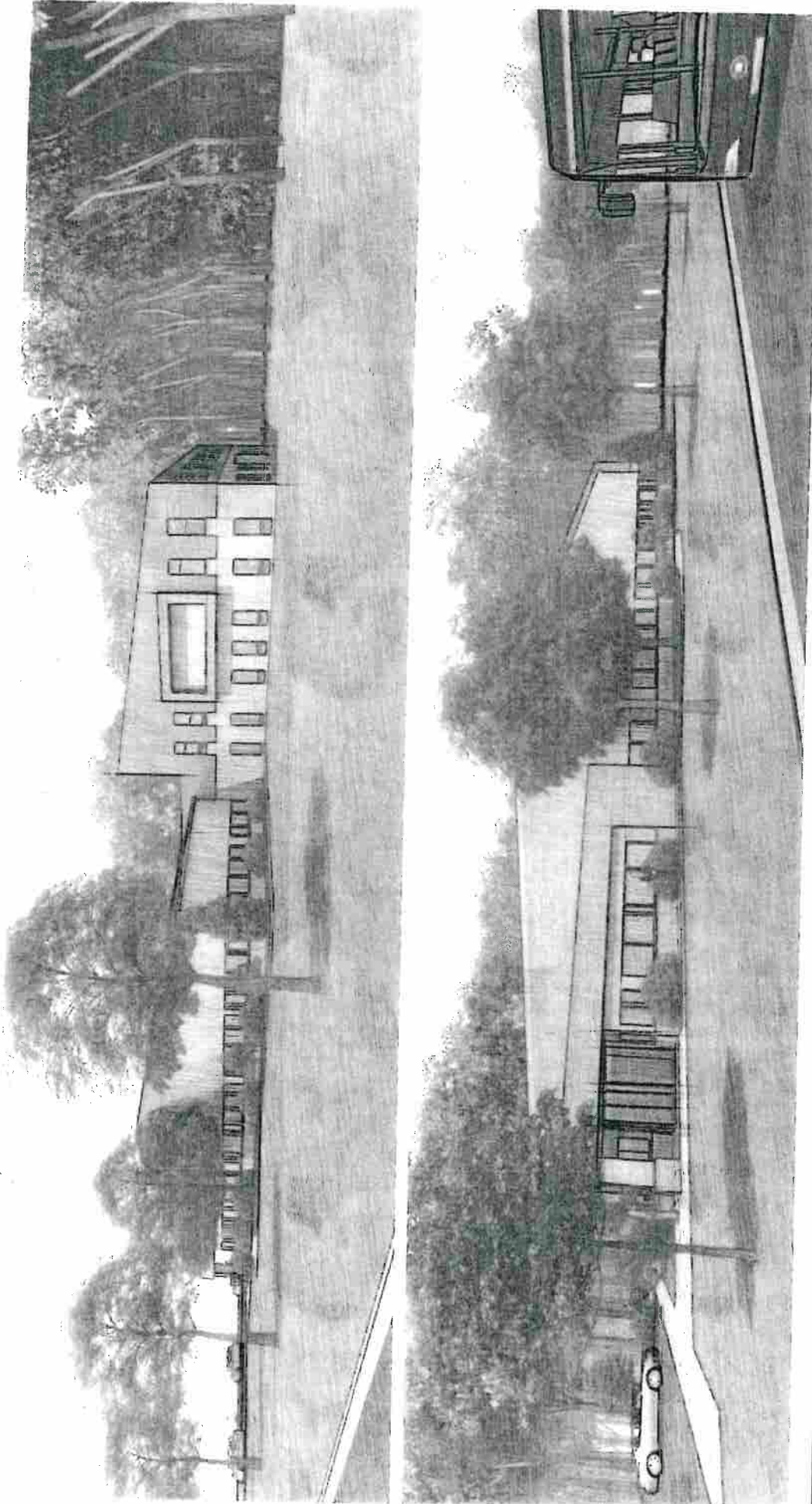
N:\ENGINEER\Board Memos\2019\68NHExpansion.docx

○ ○ ○ ○ TAKING YOU THERE

ph: 603-433-6088

fax: 603-427-0433

www.peasedev.org

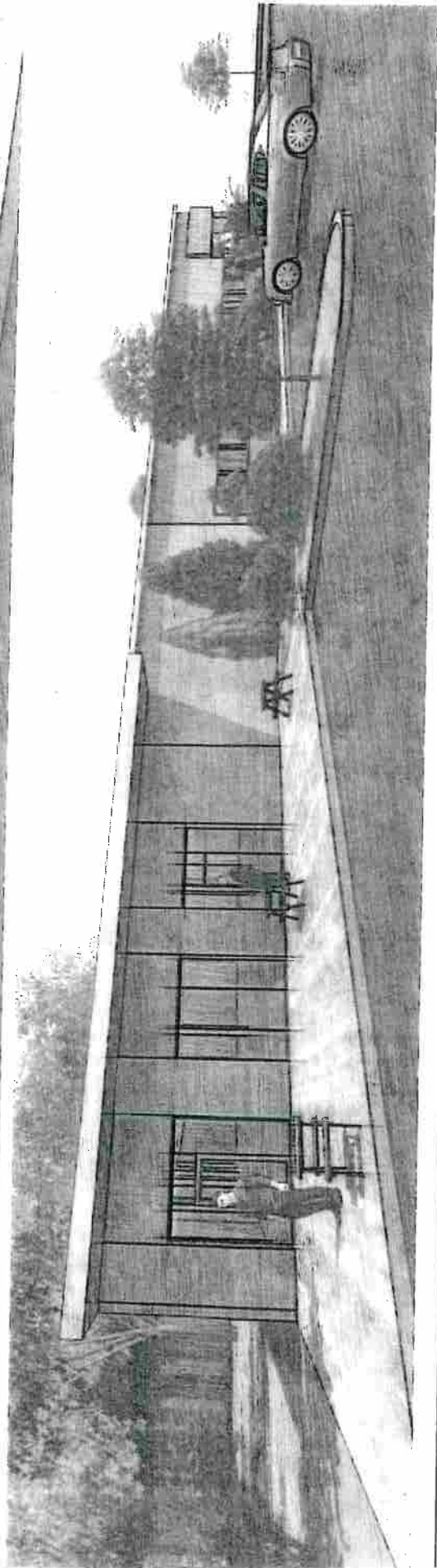
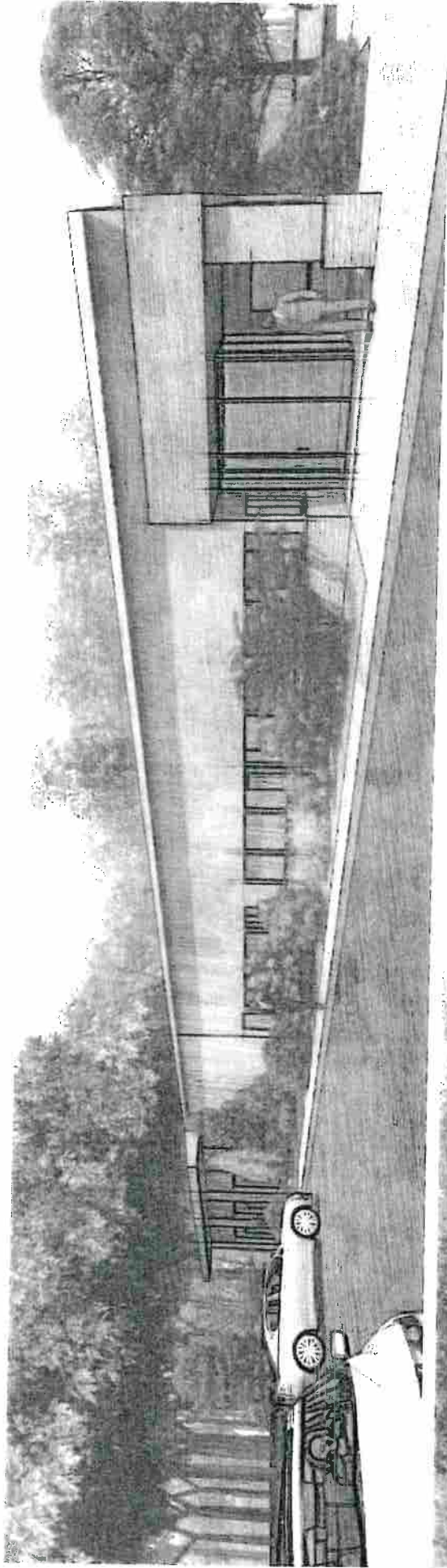


iapp

68 New Hampshire Ave.
Proposed Massing Concept
12/10/2019

McHENRY ARCHITECTURE
design in context



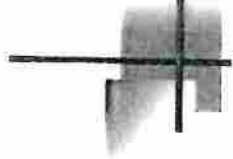


iapp

68 New Hampshire Ave.
Proposed Massing Concept
12/10/2019

McHENRY ARCHITECTURE
design in context





**FY 2020 FINANCIAL REPORT
FOR THE FOUR MONTH PERIOD
ENDING OCTOBER 31, 2019**



**BOARD OF DIRECTOR'S MEETING
DECEMBER 19, 2019**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019

(\$ 000's)

BUDGET VARIANCE ANALYSIS

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	6,184	6,281	(97)	16,227
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #1 AND #5)</i>	2,453	2,416	37	7,188
BUILDINGS AND FACILITIES MAINTENANCE	675	705	(30)	2,223
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	461	430	31	1,295
UTILITIES <i>(PAGE #6)</i>	227	237	(10)	716
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	156	99	57	309
MARKETING AND PROMOTION	84	128	(44)	327
ALL OTHER <i>(PAGE #6)</i>	400	524	(124)	1,265
OPERATING INCOME	1,728	1,742	(14)	2,914
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	(74)	93	(167)	281
DEPRECIATION	1,702	2,102	(400)	6,302
NET OPERATING INCOME	100	(459)	559	(3,669)

OPERATING REVENUES-
LOWER BY 1.5% ...

TIMING DIFFERENCES ASSOCIATED WITH
RENTAL OF FACILITIES, OFFSET BY INCREASES
IN:

- GOLF FEES- ESCALATION IN
NONMEMBER ROUNDS PLAYED

- CONCESSION REVENUES FROM
GRILL 28 SALES

- CONSUMER PRICE INDEX LESS THAN
BUDGETED

- RYE AND HAMPTON FUEL SALES
OFFSET BY PFP FUEL DELIVERY LOSS

OPERATING COSTS
LOWER BY 1.8% ...

- DPH AND DAW FUEL EXPENSE
HIGHER TO OFFSET FUEL SALES AT
PORTSMOUTH FISH PIER

- HEALTH INSURANCE PRELIMINARY
RATE STRUCTURE MODIFIED- OPEB
IMPACT

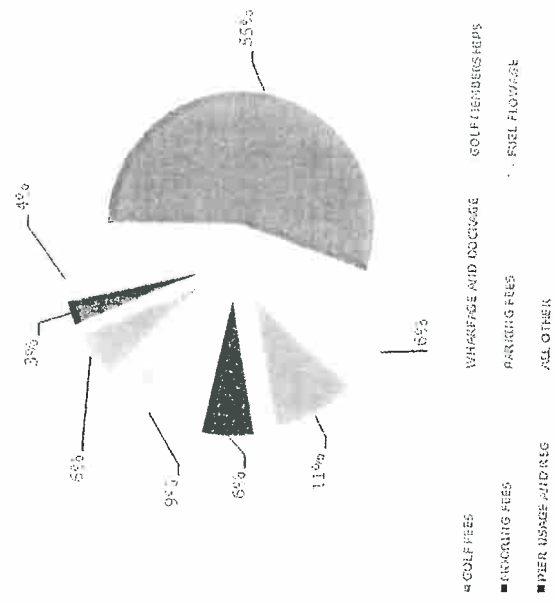
- COMPREHENSIVE FY 2019 YEAR END
CUT-OFF PROCEDURES (JULY-AUGUST)

CONSOLIDATED OPERATING REVENUES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019

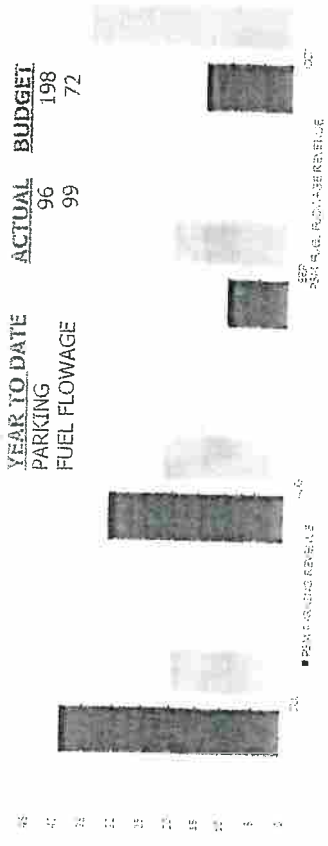
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	3,603	3,605	(2)	10,091
FEE REVENUES (SEE FEE CHART)	1,829	1,860	(31)	4,296
FUEL SALES (SEE TABLE BELOW)	3,032	437	(134)	914
CONCESSION REVENUE	171	129	42	326
GOLF MERCHANDISE	129	109	20	235
ALL OTHER- NET	149	141	8	375
	6,184	6,281	(97)	16,237

FEE REVENUES YEAR TO DATE



FUEL SALES	ACTUAL	BUDGET	BUDGET VARIANCE
PORTSMOUTH FISH PIER	-	230	(230)
RYE HARBOR	125	50	75
HAMPTON HARBOR	146	136	10
SKYHAVEN AIRPORT	32	21	11
	303	437	(134)



CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019

(\$ 000's)

CURRENT STAFF ANALYSIS (FILLED POSITIONS) AS OF DECEMBER 9, 2019

PERSONNEL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
BENEFITED	1,401	1,439	(38)	4,167	-	18	5	9	32
NONBENEFITED	294	286	8	792	3	4	-	19	26
OVERTIME	98	88	10	254	3	10	13	-	26
ACCRUED VACATION/ SICK	14	-	14	-	3	10	13	-	26
CHARGE OUT	<u>1,807</u>	<u>1,813</u>	<u>(6)</u>	<u>5,213</u>	1	10	4	10	25
	(10)	(16)	6	-					
	<u>1,797</u>	<u>1,797</u>	<u>-</u>	<u>5,213</u>	3	2	-	-	5
FRINGE BENEFITS					3	1	-	-	4
HEALTH INSUR	395	407	(12)	1,208	2	1	-	-	3
RETIREMENT	220	183	37	668	-	-	3	-	3
DENTAL INSURANCE	23	24	(1)	71	1	1	-	-	2
LIFE INSURANCE	18	9	9	28	1	-	-	-	1
CHARGE OUT	<u>656</u>	<u>623</u>	<u>33</u>	<u>1,975</u>	1	-	-	-	1
	-	(4)	4	-	18	47	25	38	128
	<u>656</u>	<u>619</u>	<u>37</u>	<u>4,975</u>					
	<u>2,453</u>	<u>2,416</u>	<u>37</u>	<u>7,188</u>					

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019

(\$ 000's)

GENERAL AND ADMINISTRATIVE	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	132	138	(6)	399					
INSURANCE	92	93	(1)	270	LEGAL	90	23	67	125
TELEPHONE / COMMUNICATIONS	46	35	11	106	INFORMATION TECHNOLOGY	17	24	(7)	73
COMPUTER EXPENSES	16	26	(10)	80	EXTERNAL AUDIT	33	37	(4)	69
BANK FEES	35	23	12	49	ALL OTHER- NET	16	15	1	42
ALL OTHER-NET	140	115	25	391		156	98	57	309
	464	450	14	1,295					
UTILITIES					ALL OTHER				
ELECTRICITY	139	131	8	400	FUEL	219	344	(125)	850
WATER	13	40	(27)	118	GOLF MERCHANDISE	87	74	13	180
WASTE DISPOSAL	63	28	35	83	COAST TROLLEY	21	29	(8)	120
NATURAL GAS AND OIL	5	26	(21)	76	GOLF CART LEASE	73	77	(4)	115
PROPANE	7	12	(5)	39		400	524	(124)	1,265
	227	237	(10)	716					

**CONSOLIDATED NONOPERATING (INCOME) EXPENSE
FOR THE FOUR MONTH PERIOD ENDING
OCTOBER 31, 2019**

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	INTEREST EXPENSE	YEAR TO DATE	FISCAL BUDGET
INTEREST EXPENSE	2	103	(101)	310			305
INTEREST INCOME AND OTHER	(27)	(10)	(17)	(29)			5
GAIN ON ASSET DISPOSITION	(49)	-	(49)	-			
	<u>(74)</u>	<u>93</u>	<u>(167)</u>	<u>281</u>			
					TOTAL	<u>2</u>	<u>310</u>

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF OCTOBER 31, 2019

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	1,128	(45)	981	102	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	1,007	(58)	938	11	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	392	(19)	373	-	-
PSM- AIR NATIONAL GUARD TAXIWAY PROJECT	-	2,500	2,500	2,497	-	2,321	176	146
PSM TERMINAL BUILDING EXPANSION (AIP 62)	11-01-18	1,730	1,644	-	-	-	-	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	09-22-16	1,830	1,738	1,492	(75)	1,417	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	58	58	58	-	58	-	-
DPH FUNCTIONAL REPLACEMENT- BARGE DOCK	-	-	-	1,182	-	1,182	-	-
DPH MAIN PIER REHABILITATION	-	3,250	-	59	-	59	-	-
							<u>289</u>	<u>146</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-19	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-19
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	1,301	1,058	-	1,058	2,359
RUNWAY 16-34 DESIGN (AIP 58)	896	1	-	1	897
PAY FOR PARKING PROJECT	6	8	(8)	-	6
PSM- AIR NATIONAL GUARD	-	12	-	12	12
PSM- DOOR ACCESS CONTROL SYSTE	-	5	-	5	5
	<u>2,203</u>	<u>1,084</u>	<u>(8)</u>	<u>1,076</u>	<u>3,279</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-19	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-19
SKYHAVEN AIRPORT	-	-	-	-	-
GOLF COURSE					
CLUBHOUSE KITCHEN	4	4	(8)	(4)	-
ADMINISTRATION					
	-	-	-	-	-
MAINTENANCE					
BLUE DIAMOND BRUSH CUTTER	-	6	(6)	-	-
WEEDTECHNICS STEAM MACHINE	-	<u>22</u>	<u>(22)</u>	-	-
	-	<u>28</u>	<u>(28)</u>	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-19	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-19
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,071	111	-	111	1,182
PPF BULKHEAD REHAB (HDF)	20	47	(67)	(20)	-
MAIN PIER REHAB	19	40	-	40	59
PPF CONCEPT STUDY (HDF)	4	3	-	3	7
UPGRADE SECURITY	-	11	(11)	-	-
BARGE WHARF GUIDE PILLINGS	-	12	(12)	-	-
	<u>1,114</u>	<u>224</u>	<u>(90)</u>	<u>134</u>	<u>1,248</u>
TOTAL	3,321	1,346	(134)	1,206	4,527

LONG TERM LIABILITIES AS OF OCTOBER 31, 2019

(\$ 000's)

SCHEDULE OF LONG TERM LIABILITY REPAYMENT

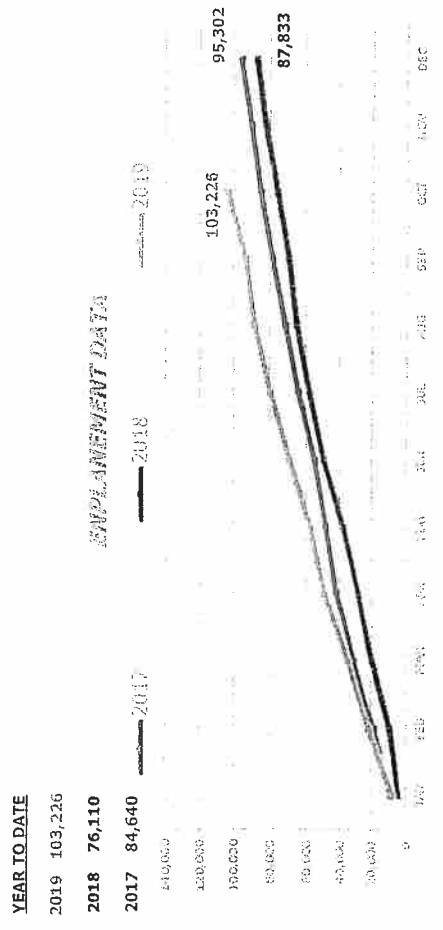
	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	CITY OF PORTSMOUTH	STATE OF NEW HAMPSHIRE (1)
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	-	116	2020	116	-
				2021	-	91
				2022	-	91
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM (1)	91	182	273	2023	-	91
CLF PENALTY	400	-	400		116	273
STATE OF NEW HAMPSHIRE	-	252	252		-	-
ACCRUED SICK LIABILITY	-	<u>100</u>	<u>100</u>		<u>116</u>	<u>273</u>
				<i>PAID IN FY 2020</i>	-	-

NOTE:
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	507	528	(21)	1,880
FACILITIES RENTAL	258	227	31	713
PAY FOR PARKING	96	198	(102)	858
FUEL FLOWAGE	99	72	27	215
CONCESSION REVENUES	31	24	7	72
ALL OTHER	23	7	16	22
	507	528	(21)	1,880
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	294	330	(36)	970
BUILDINGS AND FACILITIES MAINTENANCE	207	120	87	585
GENERAL AND ADMINISTRATIVE	119	116	3	347
UTILITIES	120	106	14	319
PROFESSIONAL SERVICES	12	2	10	5
MARKETING AND PROMOTION	69	21	48	62
ALL OTHER	-	-	-	-
	821	695	126	2,288
OPERATING INCOME	(314)	(167)	(147)	(408)
NONOPERATING (INCOME) AND EXPENSE	(49)	-	(49)	-
DEPRECIATION	887	1,300	(413)	3,900
NET OPERATING INCOME	(4152)	(1,417)	315	(4,308)



STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019 SKYHAVEN AIRPORT

(\$ 000's)

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
FACILITIES RENTAL	44	46	(2)	121
FUEL SALES	32	21	11	64
ALL OTHER	(2)	-	(2)	-
	<u>74</u>	<u>67</u>	<u>7</u>	<u>185</u>
OPERATING REVENUES				
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	15	20	(5)	60
BUILDINGS AND FACILITIES MAINTENANCE	26	21	5	61
GENERAL AND ADMINISTRATIVE	11	13	(2)	38
UTILITIES	6	9	(3)	27
PROFESSIONAL SERVICES	3	2	1	5
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER- FUEL	28	17	11	51
	<u>89</u>	<u>82</u>	<u>7</u>	<u>242</u>
OPERATING INCOME	<u>(15)</u>	<u>(15)</u>	<u>-</u>	<u>(57)</u>
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	175	173	2	520
NET OPERATING INCOME	<u>(190)</u>	<u>(188)</u>	<u>(2)</u>	<u>(577)</u>

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
FACILITIES RENTAL	44	46	(2)	121
FUEL SALES	32	21	11	64
ALL OTHER	(2)	-	(2)	-
	<u>74</u>	<u>67</u>	<u>7</u>	<u>185</u>

GALLONS OF FUEL SOLD	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
FY 2019	1,374	5,006	13,513	\$ 4.76
FY 2020	1,028	6,782	6,782	4.79

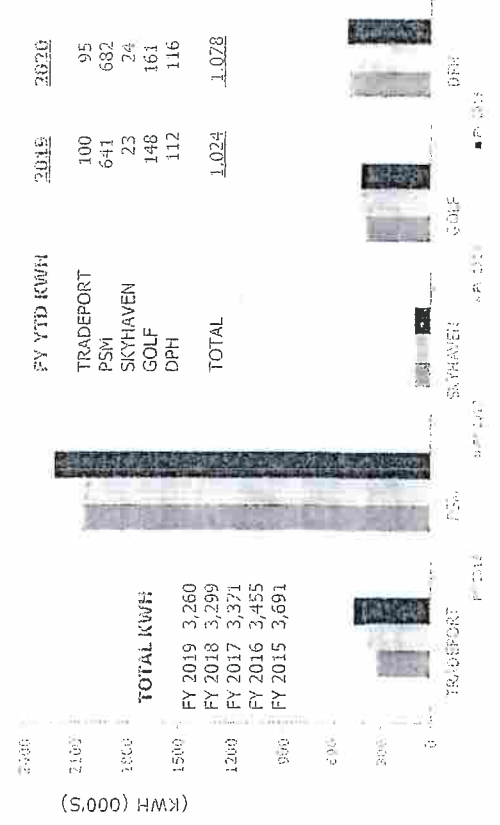
NET CASH FLOW	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
FY 2020	(15)	-	-	5	(10)
FY 2019	(83)	(27)	-	512	402
FY 2018	(74)	(1,193)	-	1,370	103
FY 2009-2017	(835)	(5,599)	(100)	4,355	(2,179)
	<u>(1,007)</u>	<u>(6,819)</u>	<u>(100)</u>	<u>6,242</u>	<u>(1,684)</u>

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019 TRADEPORT

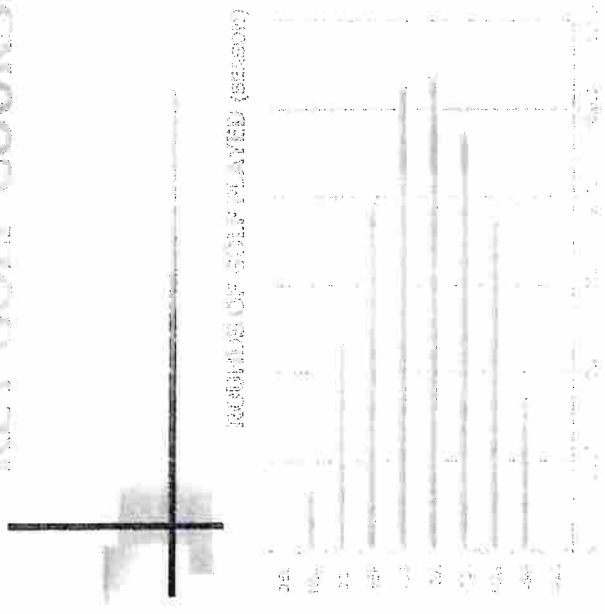
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>3,224</u>	<u>3,341</u>	<u>(117)</u>	<u>8,995</u>
RENTAL OF FACILITIES	3,155	3,278	(123)	8,828
ALL OTHER	69	63	6	167
	<u>3,224</u>	<u>3,341</u>	<u>(117)</u>	<u>8,995</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	41	125	(84)	376
GENERAL AND ADMINISTRATIVE	17	16	1	48
UTILITIES	24	34	(10)	103
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	21	30	(9)	120
	<u>103</u>	<u>205</u>	<u>(102)</u>	<u>647</u>
OPERATING INCOME	<u>3,121</u>	<u>3,136</u>	<u>(15)</u>	<u>8,348</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	251	250	1	750
NET OPERATING INCOME	<u>2,870</u>	<u>2,886</u>	<u>(16)</u>	<u>7,598</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT

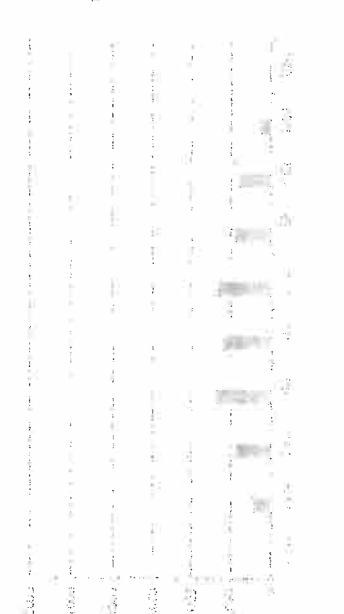


KEY GOLF COURSE BENCHMARKING DATA



SEASON	2019 YTD	2020 YTD
FINAL	55,321	51,317
ROUNDS PLAYED	55,321	51,317
RAIN DAYS	55	77

2019 MEMBER / NONMEMBER ROUNDS (SEASON)



MONTH	MEMBER	NONMEMBER	TOTAL	MEMBERS	NONMEMBERS	TOTAL	REVENUE
JULY	4,201	48	4,249	4,201	48	\$ 208,701	
AUGUST	4,485	-	4,485	4,485	-	\$ 221,334	
SEPTEMBER	4,728	70	4,798	4,728	70	\$ 186,411	
OCTOBER	4,592	4,026	8,618	4,592	4,026	\$ 134,258	
NOVEMBER	10,312	17,729	28,041	10,312	17,729	\$ 89,731	
DECEMBER	20,530	-	20,530	20,530	-	\$ 110,593	
JANUARY	20,496	-	20,496	20,496	-	\$ 102,321	
FEBRUARY	23,591	-	23,591	23,591	-	\$ 101,282	
MARCH	26,907	-	26,907	26,907	-	\$ 115,092	
APRIL	4,910	-	4,910	4,910	-	\$ 134,616	
MAY	225	-	225	225	-	\$ 209,511	
JUNE	17	-	17	17	-	\$ 274,736	
TOTAL	116,129	18,825	134,954	116,129	18,825	\$ 1,459,536	

CLUBS / COURSE FUNCTIONS	2019 YTD	2020 YTD
GROUPS 12-46	57,344	53,088
TOURNAMENT PLAY	106,732	127,671
LEAGUES	59,940	52,603
FOOD AND ROOM FEES	142,905	143,601
TOTAL	367,921	377,963

MEMBER	NONMEMBER	TOTAL
MEMBER	13,976	13,976
NONMEMBER	57,149	57,149
TOTAL	71,125	71,125

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2019 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 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
OPERATING REVENUES	817	1,029	(211)	2,575	OPERATING REVENUES	138	140	(2)	419
OPERATING EXPENSES					FACILITY RENTALS				
PERSONNEL SERVICES AND BENEFITS	444	362	82	1,095	CONCESSION REVENUE	3	2	1	3
BUILDINGS AND FAC AND MAINTENANCE	41	67	(26)	215	FEE REVENUE				
GENERAL AND ADMINISTRATIVE	71	59	12	177	MOORING FEES	115	122	(7)	365
UTILITIES	34	33	1	99	PARKING	68	61	7	115
PROFESSIONAL SERVICES	6	8	(2)	24	REGISTRATIONS	23	55	(32)	165
MARKETING AND PROMOTION	1	1	-	3	WHARF / DOCK	116	183	(67)	550
ALL OTHER - FUEL	191	327	(136)	799	FUEL SALES	322	421	(99)	1,195
	788	857	(69)	2,412	ALL OTHER	270	415	(145)	850
	29	172	143	163	TOTAL	817	1,208	(211)	2,575
OPERATING INCOME	(1)	(1)	-	(4)	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE					RYE HARBOR	192	10	271	138
DEPRECIATION	205	202	3	606	HARPTON HARBOR	206	32	147	161
NET Op INCOME	(175)	(29)	(146)	(440)	PORTSMOUTH FISH PIER	168	161	124	(23)
					HARBOR MANAG	38	(22)	124	(23)
					ADMIN				(144)

**STATEMENT OF OPERATIONS FOR THE FOUR MONTH
PERIOD ENDING OCTOBER 31, 2019
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET		FISCAL YEAR BUDGET
	12	10	10	2	2	10	17	115	
FOREIGN TRADE ZONES									
OPERATING REVENUES	43	26	17						115
OPERATING EXPENSES									
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	134	3	131						10
GENERAL AND ADMINISTRATIVE	-	1	(1)						4
UTILITIES	-	-	-	-	-	-	-	-	1
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-
	134	4	130						15
OPERATING INCOME	(91)	22	(113)						100
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	-	-	-	(1)
DEPRECIATION	32	24	8						72
NET OPERATING INCOME	(123)	(2)	(121)						29

(\$ 000's)

21

**STATEMENT OF OPERATIONS FOR THE FOUR MONTH
PERIOD ENDING OCTOBER 31, 2019
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**
(CONTINUED)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	
REVOLVING LOAN FUND					
OPERATING REVENUES	15	15	-	44	
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	196
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	141
GENERAL AND ADMINISTRATIVE UTILITIES	-	-	-	1	141
PROFESSIONAL SERVICES	8	10	(2)	27	156
MARKETING AND PROMOTION	-	-	-	-	857
ALL OTHER	-	-	-	-	1,013
	8	10	(2)	28	1,209
OPERATING INCOME	7	5	2	16	83.9
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	88.4
DEPRECIATION	-	-	-	-	
NET OPERATING INCOME	7	5	2	16	

REVOLVING LOAN FUND RECONCILIATION

	BALANCE AT 06-30-2019 (1)	BALANCE AT 10-31-2019
CASH BALANCES		
GENERAL FUNDS	196	141
SEQUESTERED FUNDS	-	-
LOANS OUTSTANDING	196	141
CURRENT	156	175
LONG TERM	857	898
	1,013	1,073
	1,209	1,214

CAPITAL UTILIZATION RATE- % (**)

(*) EXCLUDES SEQUESTERED FUNDS.

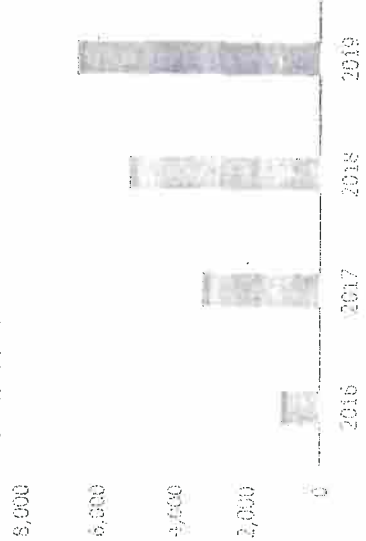
PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION (EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

(\$ 000's)

	JUN 30 2019	OCT 31 2019	JUN 30 2019 (1)	OCT 31 2019
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	6,364	7,878	1,442	1,969
ACCOUNTS RECEIVABLE- NET	976	566	481	364
OTHER ASSETS	532	423	294	104
TOTAL CURRENT ASSETS	<u>7,872</u>	<u>8,867</u>	516	516
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	-	-	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	51,964	50,517	2,688	2,688
CONSTRUCTION IN PROCESS (PAGES #10-#14)	2,207	3,278	7,857	7,587
TOTAL CAPITAL ASSETS	<u>54,171</u>	<u>53,795</u>	10,545	10,275
TOTAL ASSETS	<u>62,043</u>	<u>62,662</u>	11,061	10,791
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	1,283	1,284	(3,475)	(2,867)
TOTAL NET POSITION	<u>1,283</u>	<u>1,284</u>	50,098	50,447

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT MONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- ACCRUED PENSION LIABILITY FOR JUNE 30, 2019 REDUCED BY \$602
- REVENUE ESCALATION / CPL HAS BEEN EXCEEDED BY COST ESCALATION RELATIVE TO PERSONNEL SERVICES AND BENEFITS.
- NINE MONTH CASH FLOW PROJECTIONS THROUGH JULY 31, 2020 PROJECT THE NEED TO DRAW DOWN \$2,000 FROM THE REVOLVING LINE OF CREDIT FACILITY.
- HISTORICAL CASH BALANCES AT JUNE 30TH:



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

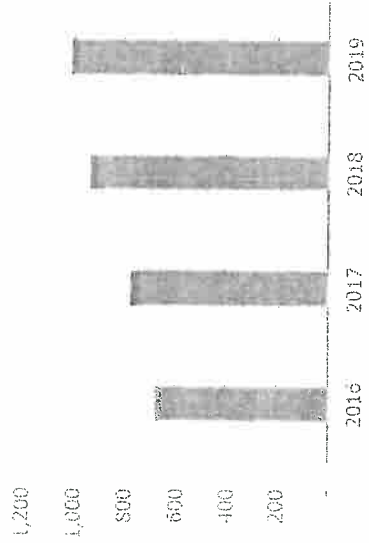
(\$ 000's)

	JUN 30 2019	OCT 31 2019	JUN 30 2019	OCT 31 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	1,185	1,194	232	192
ACCOUNTS RECEIVABLE- NET	208	88	15	-
OTHER ASSETS	55	23	280	158
TOTAL CURRENT ASSETS	<u>1,448</u>	<u>1,305</u>	<u>527</u>	<u>340</u>
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	8,376	8,182	4,089	4,089
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,089	1,242	102	104
TOTAL ASSETS	<u>9,465</u>	<u>9,424</u>	<u>4,191</u>	<u>4,193</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL CURRENT LIABILITIES				
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	4,089	4,089
OTHER LT LIABILITIES	-	-	102	104
TOTAL LIABILITIES	<u>-</u>	<u>-</u>	<u>4,191</u>	<u>4,193</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION / OPEB	-	-	532	532
NET POSITION	<u>9,465</u>	<u>9,424</u>	<u>9,474</u>	<u>9,474</u>
NET INVEST IN CAPITAL ASSETS				
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	281	281	(1,578)	(3,490)
TOTAL NET POSITION	<u>7,896</u>	<u>7,896</u>	<u>7,896</u>	<u>5,934</u>

DISCUSSION AND ANALYSIS

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

HISTORICAL CASH BALANCES AT JUNE 30th:



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

(\$ 000's)

JUN 30
2019 OCT 31
2019 2019

	JUN 30 2019 (1)	OCT 31 2019	JUN 30 2019	OCT 31 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	4	5	4	5
ACCOUNTS RECEIVABLES- NET	-	10	-	-
TOTAL RESTRICTED ASSETS	4	15	4	5
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	4	15	4	5
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	-	-	4	15
TOTAL NET POSITION	-	-	4	15
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	15	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	4	-	4	15
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	4	-	4	15

DISCUSSION AND ANALYSIS

- 1 CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.
- 4 THREE CURRENT TENANTS.
- 5 HISTORICAL CASH BALANCES AT JUNE 30TH:



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

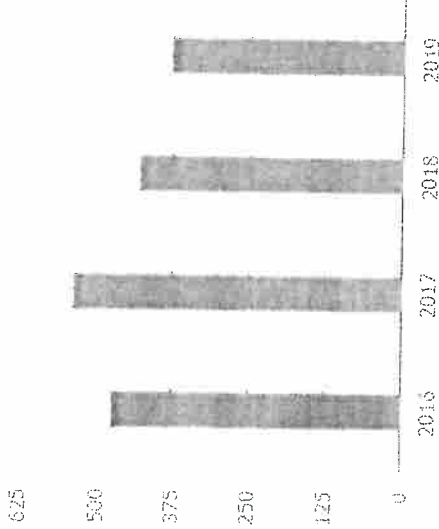
(\$ 000's)

	JUN 30 2019	OCT 31 2019	JUN 30 2019 (1)	OCT 31 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	21	4
ACCOUNTS RECEIVABLE- NET	-	-	24	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	379	187	45	4
ACCOUNTS RECEIVABLES- NET	4	2	-	-
TOTAL RESTRICTED ASSETS	<u>383</u>	<u>189</u>	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	907	953	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	24	7	-	-
TOTAL ASSETS	<u>931</u>	<u>960</u>	883	960
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	-	-	-	-
TOTAL NET POSITION	<u>931</u>	<u>960</u>	<u>883</u>	<u>960</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>931</u>	<u>960</u>	<u>883</u>	<u>960</u>

DISCUSSION AND ANALYSIS

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

* HISTORICAL CASH BALANCES AT JUNE 30TH:



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

(\$ 000's)

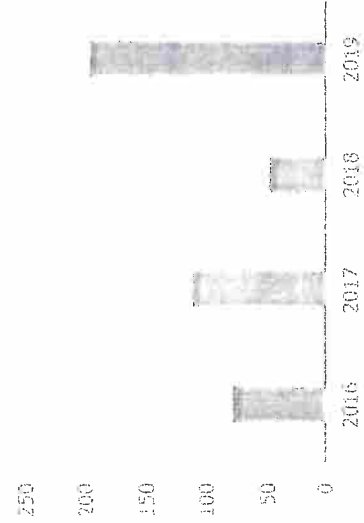
	JUN 30 2019	OCT 31 2019	JUN 30 2019	OCT 31 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	5	4
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	196	141	-	-
ACCOUNTS RECEIVABLES- NET	1,013	1,073	-	-
TOTAL RESTRICTED ASSETS	1,209	1,214	5	4
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES 10-14)	-	-	-	-
TOTAL ASSETS	1,209	1,214	1,204	1,210
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	-	-	-	-
TOTAL NET POSITION	-	-	1,204	1,210

DISCUSSION AND ANALYSIS

IN OCTOBER 2018, EDA AWARDS PDA WITH REVISED RISK RATING OF "B".

IN SEPTEMBER 2019, THE EDA APPROVED THE FIVE YEAR REVOLVING LOAN FUND PLAN. THE PDA WILL BE REQUIRED TO SUBMIT A REVISED FIVE YEAR PLAN IN 2024.

HISTORICAL CASH BALANCES AT JUNE 30TH:



**CASH FLOW PROJECTIONS FOR THE
NINE MONTH PERIOD ENDING
AUGUST 31, 2020**

**BOARD OF DIRECTOR'S MEETING
DECEMBER 19, 2019**



PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW DECEMBER 1, 2019 TO AUGUST 31, 2020

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>7,448</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,740
GRANT AWARDS (SEE PAGE #8)	6,719
EXTERNAL BANK FINANCING- NET	2,500
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,002
GOLF COURSE FEE AND CONCESSION REVENUES	895
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	130
MUNICIPAL SERVICE FEE (COP)- NET	(75)
	<u>17,911</u>

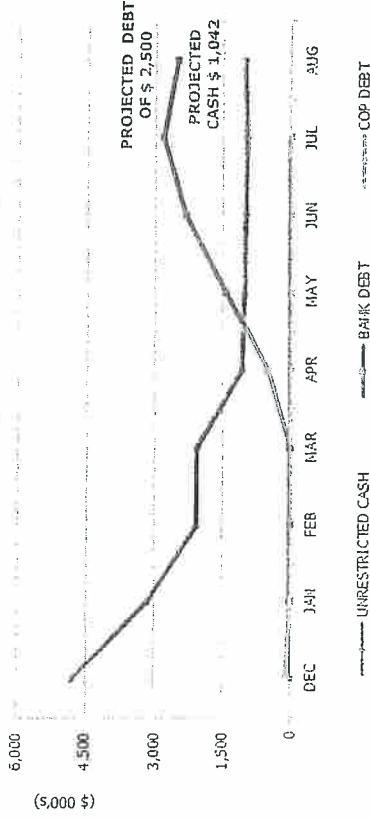
USES OF FUNDS	
OPERATING EXPENSES	8,030
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	8,664
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#7)	7,044
LITIGATION SETTLEMENT- CLF	400
LONG TERM DEBT RETIREMENT	116
STATE OF NH- POST RETIREMENT	<u>63</u>
	<u>24,317</u>
NET CASH FLOW	<u>(6,406)</u>
CLOSING FUND BALANCE	<u>1,042</u>

DISCUSSION

AT THIS TIME, THE PDA DOES ANTICIPATE THE NEED TO UTILIZE ITS CREDIT FACILITIES 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 OR 3) ONGOING TRADEPORT REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 11-31-2019	BALANCE AT 06-30-2019
UNRESTRICTED	7,448	6,526
DESIGNATED	14	14
TOTAL	7,462	6,540

PEASE DEVELOPMENT AUTHORITY

STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	7,448	4,806	3,155	2,064	2,073	1,094	1,031	1,012	972	7,448
SOURCES OF FUNDS										
TRADEPORT TENANTS	720	720	725	725	725	730	730	935	730	6,740
GRANT AWARDS (SEE PAGE #6)	258	-	56	1,210	70	600	1,925	890	1,710	6,719
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GOLF COURSE	50	65	65	70	85	100	110	175	175	895
PORTSMOUTH AIRPORT- (PSM)	45	45	50	45	45	50	45	45	50	420
PSM PAY FOR PARKING	40	40	45	45	40	40	35	30	30	345
PSM FLOWAGE FEES	30	30	30	30	32	25	20	20	20	237
SKYHAVEN AIRPORT	14	14	14	14	14	15	15	15	15	130
EXTERNAL FINANCING- NET	-	-	-	-	500	900	900	500	(300)	2,500
	1,407	1,164	1,360	2,389	1,761	2,835	4,030	2,860	2,805	20,611
USE OF FUNDS										
OPERATING EXPENSES	1,325	850	800	1,225	915	855	800	850	810	8,430
CAPITAL- NONGRANT (SEE PAGES #5-#7)	1,090	1,070	1,095	645	555	678	886	600	425	7,044
CAPITAL- GRANT RELATED (SEE PAGE #4)	284	779	556	510	1,270	1,365	950	1,450	1,500	8,664
MUNICIPAL SERVICE FEE	1,350	-	-	-	-	-	1,350	-	-	2,700
LONG TERM DEBT RETIREMENT	-	116	-	-	-	-	-	-	-	116
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	63	-	-	63
	4,049	2,815	2,451	2,380	2,740	2,898	4,049	2,900	2,735	27,017
NET CASH FLOW	(2,642)	(1,651)	(1,091)	9	(979)	(63)	(19)	(40)	(70)	(6,406)
CLOSING FUND BALANCE	4,806	3,155	2,064	2,073	1,094	1,031	1,012	972	1,042	1,042

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

4

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>GRANT REIMBURSEMENT</u>										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	200	250	250	250	250	250	250	250	1,950
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	-	100	100	1,000	100	100	200	200	1,800
RUNWAY 16-34 DESIGN (AIP 58)	34	24	51	-	-	-	-	-	-	109
RUNWAY 16-34 RECONSTRUCTION	245	555	155	20	20	785	600	1,000	1,050	4,430
REIMBURSABLE AGREEMENT (AIP 65)	-	-	-	140	-	-	-	-	-	140
	<u>279</u>	<u>779</u>	<u>556</u>	<u>510</u>	<u>1,270</u>	<u>1,135</u>	<u>950</u>	<u>1,450</u>	<u>1,500</u>	<u>8,429</u>
SKYHAVEN AIRPORT										
TAXILANE AND DRAINAGE (SBG 7)	5	-	-	-	-	230	-	-	-	235
	<u>284</u>	<u>779</u>	<u>556</u>	<u>510</u>	<u>1,270</u>	<u>1,365</u>	<u>950</u>	<u>1,450</u>	<u>1,500</u>	<u>8,664</u>
TOTAL	284	779	556	510	1,270	1,365	950	1,450	1,500	8,664

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
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
FUEL SYSTEM CREDIT CARD **	-	5	15	-	-	-	-	-	-	20
REROOFING TERMINAL BUILDING **	-	-	-	-	-	25	25	-	-	50
	=	<u>5</u>	<u>15</u>	=	=	<u>25</u>	<u>25</u>	=	=	<u>70</u>
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	5	-	10	5	21	21	-	-	62
TECHNOLOGY ENHANCEMENTS **	-	25	-	25	-	25	-	25	-	100
MAIN SERVER REPLACEMENT **	-	-	-	-	-	-	65	-	-	65
	=	<u>30</u>	=	<u>35</u>	<u>5</u>	<u>46</u>	<u>86</u>	<u>25</u>	=	<u>227</u>
GOLF COURSE										
FAIRWAY ROUGH MOWER **	-	-	-	-	75	-	-	-	-	75
VINYL FENCE- POST AND BEAM	5	-	-	-	-	-	-	-	-	5
BATHROOM UPGRADES	-	25	20	-	-	-	-	-	-	45
	<u>5</u>	<u>25</u>	<u>20</u>	=	<u>75</u>	=	=	=	=	<u>125</u>

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION	1,000	900	1,050	600	450	500	750	550	400	6,200
TERMINAL EXPANSION DESIGN	25	-	-	-	-	-	-	-	-	25
PAY FOR PARKING	25	-	-	-	-	-	-	-	-	25
GROUND TRANSPORTATION BUS	-	-	-	-	-	72	-	-	-	72
TERMINAL FLOORING- BAGGAGE AREA **	-	25	-	-	-	-	-	-	-	25
TERMINAL LED LIGHTING **	-	20	-	-	-	-	-	-	-	20
DAC CONNECTION UPGRADE **	-	10	-	-	-	-	-	-	-	10
	1,090	1,070	1,095	645	555	678	886	600	425	7,044

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
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
TRAFFIC MONITORING **	-	-	-	-	10	20	10	10	10	60
STORMWATER TREATMENT	10	10	10	10	15	15	15	15	15	115
	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>25</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>175</u>
MAINTENANCE										
VEHICLE FLEET REPLACEMENT **	-	45	-	-	-	-	-	-	-	45
TRACTOR ADD ON EQUIPMENT	25	-	-	-	-	-	-	-	-	25
	<u>25</u>	<u>45</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>70</u>
TOTAL	<u>1,090</u>	<u>1,040</u>	<u>1,110</u>	<u>610</u>	<u>550</u>	<u>632</u>	<u>810</u>	<u>575</u>	<u>425</u>	<u>6,842</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 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>
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	-	-	425	-	475	-	475	-	1,375
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	-	-	-	-	-	1,140	190	190	1,520
RUNWAY 16-34 DESIGN (AIP 58)	112	-	56	-	70	-	-	-	-	238
RUNWAY 16-34 RECONSTRUCTION	-	-	-	785	-	-	785	-	1,520	3,090
RUNWAY 16-34 REIMBURSABLE AGREEMENT (AIP 65)	-	-	-	-	-	125	-	-	-	125
AIR NATIONAL GUARD TAXIWAY PROJECT	146	-	-	-	-	-	-	-	-	146
SKYHAVEN AIRPORT										
TAXIWAY PAVEMENT AND DRAINAGE (SBG-7)	-	-	-	-	-	-	-	225	-	225
TOTAL	258	-	56	1,210	70	600	1,925	890	1,710	6,719

DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) DECEMBER 1, 2019 TO AUGUST 31, 2020

(\$ 000's)

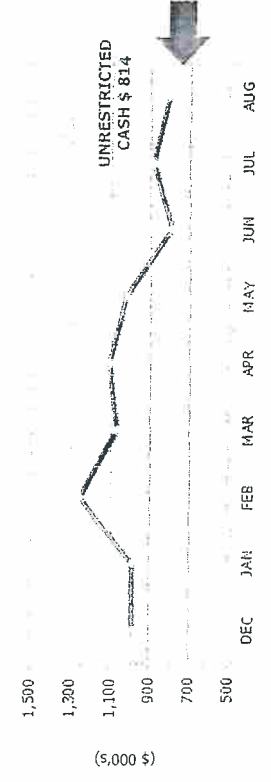
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,088</u>
SOURCES OF FUNDS	
FUEL SALES	700
REGISTRATIONS / WHARFAGE	550
FACILITY RENTALS AND CONCESSIONS	506
MOORING FEES	365
PARKING FEES	125
	<u>2,246</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,395
OPERATING EXPENSES	405
FUEL PROCUREMENT	662
CAPITAL EXPENDITURES AND OTHER	30
STATE OF NH- POST RETIREMENT	28
	<u>2,520</u>
NET CASH FLOW	<u>(274)</u>
CLOSING FUND BALANCE	<u>814</u>

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.

\$ 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.

PROJECTED UNRESTRICTED CASH BALANCES



	<u>BALANCE AT 11-30-2019</u>	<u>BALANCE AT 06-30-2019</u>
TOTAL FUND BALANCES	1,088	1,004
UNRESTRICTED FUNDS	148	5
DESINGATED FUNDS	188	379
RESTRICTED FUNDS:		
HARBOR DREDGING	155	196
REVOLVING LOAN FUND	15	4
FOREIGN TRADE ZONE	358	579

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>1,088</u>	<u>992</u>	<u>996</u>	<u>1,260</u>	<u>1,078</u>	<u>1,113</u>	<u>1,030</u>	<u>800</u>	<u>893</u>	<u>1,088</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	55	55	55	55	55	57	57	57	60	506
FUEL SALES	75	70	70	75	80	80	80	85	85	700
MOORING FEES	-	100	220	45	-	-	-	-	-	365
PARKING FEES	-	-	-	-	10	20	25	35	35	125
REGISTRATIONS / WHARFAGE	125	-	150	-	125	-	-	150	-	550
	<u>255</u>	<u>225</u>	<u>495</u>	<u>175</u>	<u>270</u>	<u>157</u>	<u>162</u>	<u>327</u>	<u>180</u>	<u>2,246</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	240	100	105	245	110	115	245	115	120	1,395
FUEL PROCUREMENT	70	67	67	70	76	76	76	80	80	662
UTILITIES	18	20	20	18	16	15	15	15	15	152
GENERAL AND ADMINISTRATIVE	13	14	14	14	13	14	13	14	14	123
BUILDINGS AND FACILITIES	10	10	15	10	10	10	15	10	10	100
PROFESSIONAL SERVICES	-	10	-	-	10	-	-	-	10	30
CAPITAL EXPENDITURES AND OTHER	-	-	10	-	-	10	-	-	10	30
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	28	-	-	28
	<u>351</u>	<u>221</u>	<u>231</u>	<u>357</u>	<u>235</u>	<u>240</u>	<u>392</u>	<u>234</u>	<u>259</u>	<u>2,520</u>
NET CASH FLOW	(96)	4	264	(182)	35	(83)	(230)	93	(79)	(274)
CLOSING FUND BALANCE	<u>992</u>	<u>996</u>	<u>1,260</u>	<u>1,078</u>	<u>1,113</u>	<u>1,030</u>	<u>800</u>	<u>893</u>	<u>814</u>	<u>814</u>

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- HARBOR DREDGING FUND
(RESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
-OPENING FUND BALANCE	<u>188</u>	<u>207</u>	<u>208</u>	<u>180</u>	<u>181</u>	<u>194</u>	<u>203</u>	<u>177</u>	<u>178</u>	<u>188</u>
SOURCES OF FUNDS										
PIER USAGE FEES	15	-	10	-	10	-	20	-	10	65
REGISTRATIONS	-	-	10	-	-	10	-	-	10	30
FUEL FLOWAGE FEES	4	3	4	3	3	3	4	3	3	30
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	<u>19</u>	<u>3</u>	<u>24</u>	<u>3</u>	<u>13</u>	<u>13</u>	<u>24</u>	<u>3</u>	<u>23</u>	<u>125</u>
USE OF FUNDS										
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)	-	-	50	-	-	-	50	-	-	100
	-	<u>2</u>	<u>52</u>	<u>2</u>	-	<u>4</u>	<u>50</u>	<u>2</u>	<u>2</u>	<u>114</u>
NET CASH FLOW	19	1	(28)	1	13	9	(26)	1	21	11
CLOSING FUND BALANCE	<u>207</u>	<u>208</u>	<u>180</u>	<u>181</u>	<u>194</u>	<u>203</u>	<u>177</u>	<u>178</u>	<u>199</u>	<u>199</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
	<u>155</u>	<u>168</u>	<u>179</u>	<u>167</u>	<u>179</u>	<u>191</u>	<u>204</u>	<u>218</u>	<u>214</u>	<u>155</u>
OPENING FUND BALANCE										
SOURCES OF FUNDS										
LOAN REPAYMENTS	11	12	12	12	12	12	12	12	12	107
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	1	-	1	-	1	-	1	-	1	5
	<u>15</u>	<u>15</u>	<u>16</u>	<u>15</u>	<u>16</u>	<u>15</u>	<u>16</u>	<u>15</u>	<u>16</u>	<u>139</u>
USE OF FUNDS										
NEW LOANS ANTICIPATED	-	-	25	-	-	-	-	25	-	50
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	3	3	2	2	2	2	2	20
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	2	4	28	3	4	2	2	29	2	76
	13	11	(12)	12	12	13	14	(14)	14	63
CLOSING FUND BALANCE	<u>168</u>	<u>179</u>	<u>167</u>	<u>179</u>	<u>191</u>	<u>204</u>	<u>218</u>	<u>214</u>	<u>218</u>	<u>218</u>

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW - FOREIGN TRADE ZONE FUND
(RESTRICTED FUNDS)


(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
	15	15	15	13	13	13	11	11	13	15
OPENING FUND BALANCE										
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	-	-	-	2	-	2
ALL OTHER	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW										
	-	-	2	-	-	(2)	-	-	2	(4)
CLOSING FUND BALANCE	15	15	13	13	13	11	11	13	11	11



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
RE: Revolving Loan Fund
Date: December 4, 2019

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Revolving Loan Fund Documents", the Pease Development Authority entered into the following Loan Agreements during the months of August through November 2019:

- | | |
|----------------|--|
| 1. Borrower | Gerald Worcester |
| Amount of Loan | \$97,500.00 |
| Interest Rate | 4.00% |
| Closing Date | October 24, 2019 |
| Maturity Date | October 24, 2026 |
| Purpose | Purchase of a vessel together with all gear, equipment, licenses, permits and accessories. |

November 18, 2019

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

**Re: Right of Entry for Use of Parking Area
100 New Hampshire Avenue, Portsmouth, NH**

Dear Mr. Jalbert:

This letter will authorize C & J Trailways ("C & J") to use and to enter upon and utilize a 3.78 +/- acre parking area situated at 100 New Hampshire Avenue, Portsmouth, New Hampshire as shown on the attached Exhibit A (the "Premises") for the period commencing February 22, 2020 through midnight May 3, 2020 for the purposes of parking C & J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire at midnight on May 3, 2020, unless terminated earlier or extended by mutual agreement of the Parties.

This authorization is conditioned upon the following:

1. C & J's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. C & J expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of C & J's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. C & J further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of or related to C & J's, and its employees, agents, patrons, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

2. C & J understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (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

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
November 18, 2019
Page 2

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.

3. C & J, and/or any agent of C & J, providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and evidence of 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 C & J 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) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) 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. It is the intent of C & J that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

4. C & J's agreement that all vehicles parked at the Premises will be driven to and from the Premises by a valet service provided by C & J at its sole expense and that its patrons will not be allowed to self-park vehicles on the Premises. *C & J's further agreement to take such steps as may be required to ensure that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and to assume full responsibility for the removal of vehicle(s) left on the Premises.*

5. C & J agrees the vehicles may be parked in the area depicted in Exhibit A. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for Pease operations.

6. C & J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry.

7. C & J shall coordinate the initial snow removal with the Pease Maintenance Department. All snow removal, sanding, and salting of the Premises shall be at C & J's own cost and expense.

8. 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 C & J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. C & J's agreement that C & J's maintenance and management of the Premises shall be done at C & J's own costs and expense.

10. C & J's agreement to restore the Premises to the same or better conditions existing prior to the commencement of this Right of Entry.

12. C & J'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.

13. C & J's agreement to pay a fee of \$179.97 per day for the period of use under this Right of Entry and pro-rated for partial periods. Provided C & J utilizes the Premises for the entire duration of the Right of Entry through May 3, 2020, it is expected that the total amount to be paid for the use of the property will be \$12,957.84 (72 days at \$179.97 per day).

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

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

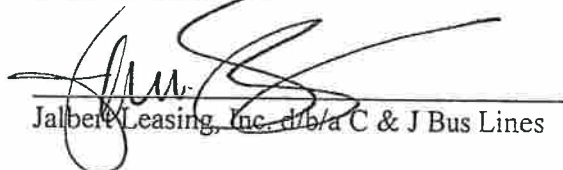
Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
November 18, 2019
Page 4

Please indicate by your signature below C & J's consent to the terms and conditions of this Right of Entry and return the same to me for countersignature.

Very truly yours,


David R. Mullen
Executive Director

Agreed and accepted this 11 day of November, 2019


Jalbert Leasing, Inc. d/b/a C & J Bus Lines

By: Jamie Lesmak
It's Duly Authorized

EXHIBIT "A"

PREMISES




100 NEW HAMPSHIRE AVE SITE PLAN

DESIGNED BY: MRM

DATE: 11/15/19

SCALE: 1"=400'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

November 18, 2019

William R. Bartlett, President
2-Way Communications Service, Inc.
23 River Road
Newington, NH 03801

**Re: Right of Entry – 19 Durham Street
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Bartlett,

This letter will authorize the 2-Way Communications Service, Inc. (“2-Way”) and/or its agents and contractors to enter upon the premises located at 19 Durham Street and as shown in the attached Exhibit A (the “Premises”), for a period of thirty (30) days commencing December 1, 2019 through December 31, 2019, for inspection purposes to determine if the Premises is suitable for 2-Way’s intended use. Such inspection may include a review of environmental matters, including adequacy of utility services, general site conditions, and any other non-destructive inspection or evaluation of the Premises you deem necessary. This Right of Entry will expire at the close of business on December 31, 2019, unless otherwise extended by written agreement of 2-Way and Pease Development Authority. This authorization is conditioned upon the following:

1. 2-Way providing Pease Development Authority, upon completion of its inspection, with a copy of any report, letter or summary with respect to conditions found at the Premises;
2. 2-Way’s agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. 2-Way expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of 2-Way’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 2-Way further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney’s fees arising out of 2-Way’s use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Page 2

November 18, 2019

RE: **Right of Entry – 19 Durham Street**
Pease International Tradeport, Portsmouth, NH

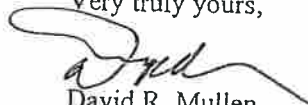
3. 2-Way and/or any agent or contractor of 2-Way providing to the Pease Development Authority satisfactory evidence of commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming the Pease Development Authority as additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); and evidence of 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 2-Way which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority; (iii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

4. 2-Way'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. 2-Way acknowledges and agrees that, except as otherwise set forth herein, no legal rights or interests shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

Please indicate by your signature below of 2-Way's consent and return the same to me with evidence of insurance as required.

Very truly yours,


David R. Mullen
Executive Director

DRM/rao

Agreed and accepted this 18th day of November, 2019

2-Way Communications Service, Inc.

By: William R. Bartlett
Print Name: William R. Bartlett
Its Duly Authorized: President

Page 3

November 18, 2019

RE: **Right of Entry – 19 Durham Street**
Pease International Tradeport, Portsmouth, NH

EXHIBIT "A"



19 Durham St Right of Entry

DESIGNED BY: MRM DATE: 10/15/19 SCALE: 1"=300'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an Extension of the Right-of-Entry with the New Hampshire Department of Transportation for the Portsmouth Transportation Center and associated parking facility located at Pease International Tradeport for a period of one (1) year; all in accordance with the draft Extension of Right of Entry attached hereto.



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

December 2, 2019

Victoria Sheehan, Commissioner
New Hampshire Department of Transportation
PO Box 483
Concord, NH 03302-0483

**Re: Extension of Right of Entry - Park and Ride Facility
Pease International Tradeport, Portsmouth, New Hampshire**

Dear Commissioner Sheehan:

This letter will serve to extend the Right of Entry dated September 3, 1998 granted to New Hampshire Department of Transportation (“NHDOT”) and/or its agents to enter upon the premises defined as Exhibit A of the Right of Entry dated September 3, 1998 and Exhibit A-1 of the Extension of Right of Entry dated October 4, 1999, and as subsequently expanded on May 16, 2014 (the “Premises”) for the purpose of operating the Portsmouth Transportation Center and the associated parking facility. In contemplation of the transfer of the Premises to the NHDOT, the Right of Entry is hereby extended from January 1, 2020 through December 31, 2020 and will expire at midnight on December 31, 2020, unless otherwise extended by agreement of NHDOT and Pease Development Authority.

All other terms and conditions of the Right of Entry dated September 3, 1998, as amended, shall remain in full force and effect. Please indicate by your signature below NHDOT’s consent and return the same to me.

Sincerely,

David R. Mullen
Executive Director

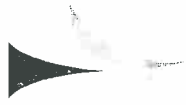
Agreed and accepted this ___ day of _____, 2019

NH DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: _____
Its Duly authorized: _____

cc: Anthony I. Blenkinsop, Deputy General Counsel

P:\NHDOT\ROE\NHDOT 12-19-19.docx



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to a one year extension of the Right-of-Entry with the Skyhaven Flying Club, Inc. for the purposes of operating a flight simulator retroactively effective from October 1, 2019 through September 30, 2020; all in accordance with and the memorandum of Paul E. Brean, PDA Deputy Director/PSM Airport Director, dated December 12, 2019, all attached hereto.

Memorandum

To: David R. Mullen, Executive Director *DM*
From: Paul E. Brean, Airport Director *PEB*
Date: 12/12/2019
Subj: Skyhaven Flying Club, Inc. Flight Simulator "Right of Entry"

The Skyhaven Flying Club, Inc. ("SFC") is a general aviation flying club based at Skyhaven Airport. SFC has been a party to a right of entry (ROE) with the Pease Development Authority to allow SFC to use a portion of the airport terminal building at 238 Rochester Hill Road, Rochester, New Hampshire for the purpose of housing and using a flight simulator. Unfortunately, the ROE expired September 30, 2019, without either party realizing it. As such, SFC is requesting an extension of the ROE to continue to use a portion of the airport terminal building, for the purpose of housing and using a flight simulator. SFC will pay an \$85.00 monthly rental fee for the use of the premises, will be responsible for maintaining the area, provide the necessary insurance coverage, and will abide by the Minimum Standards for Skyhaven Airport.

I request that you seek Board of Directors approval at the December 19, 2019, meeting, to approve a one year extension of the ROE retroactively effective from October 1, 2019, through September 30, 2020.

Please do not hesitate to contact me with any questions.

December 19, 2018

Ron Stock, President
Skyhaven Flying Club, Inc.
PO Box 232
North Hampton, NH 03862-0232

Re: Right of Entry -Skyhaven Flying Club, Inc.
Skyhaven Airport, Rochester, NH

Dear Mr. Stock:

This Right of Entry will authorize Skyhaven Flying Club, Inc. ("SFC") to enter upon a portion of the airport terminal building as more specifically described in Exhibit A at Skyhaven Airport, 238 Rochester Hill Road, Rochester, NH 03867 (the "Premises") commencing on October 1, 2018 for a period of one (1) year through September 30, 2019, for the purpose of housing and using a flight simulator and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry may be extended by the mutual consent of the Parties for an additional one (1) year period through September 30, 2020 subject to the approval of the PDA Executive Director. This ROE is subject to the approval of the PDA Board of Directors at its next meeting on January 17, 2019.

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate upon either Party providing at least 30 days advance written notice ahead of the date on which the Agreement is to end, unless terminated earlier or extended by agreement of the Parties. This authorization is conditioned upon the following:

1. 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 SFC members, officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

2. SFC 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 upon providing thirty (30) days advance written notice 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

Ron Stock, President
Skyhaven Flying Club, Inc.
December 19, 2018
Page 2

Airport activities. PDA may also terminate this Right of Entry for cause upon providing SFC with seven (7) days advance written notice.

3. SFC 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.

4. SFC 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.

5. SFC and/or any agent or contractor of SFC providing to the PDA satisfactory evidence of commercial general liability / aviation insurance to a limit of not less than one million dollars (\$1,000,000.00), naming the Pease Development Authority and the State of New Hampshire as additional insureds and workers compensation coverage to State statutory limits.

Each such policy or certificate therefore issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of any employee, officer or agent of SFC, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority; (iii) provide that the insurer shall have no right of subrogation against Pease Development Authority or the State of New Hampshire; 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.

6. SFC's agreement to secure all necessary Federal, State, municipal and/or local permits as may be required for its operations.

7. SFC's agreement to pay a rental fee of \$85.00 per month for the use of the Premises (inclusive of utilities) with the first payment due on or before October 1, 2018 and all subsequent payments due on or before the first day of each month for the duration of this Right of Entry.

8. PDA retains the right to access the Premises for the purpose of maintaining any PDA owned equipment which is housed therein. PDA will notify SFC when such access is required or if notification is not possible, advise SFC of such access as soon as practicably possible thereafter.

9. [Reserved]

Ron Stock, President
Skyhaven Flying Club, Inc.
December 19, 2018
Page 3

10. SFC's agreement to leave the Premises in the same or better condition as existed at the time of the commencement of this Right of Entry.

11. SFC's agreement to provide trash disposal containers at the Premises and to ensure that the Premises is kept neat, clean and free of all trash and debris generated from its operations.

12. SFC's agreement to abide by the Minimum Standards for Commercial and Non-Commercial Aviation Operators at Skyhaven Airport.

13. To the extent applicable, SFC agrees to hold the State of New Hampshire and Pease Development Authority, harmless with respect to taxes levied against the premises subject to this Agreement as a consequence of the application of RSA 72:23 I. If applicable, SFC agrees to pay in addition to other payments all properly assessed real and personal property taxes against the premises subject to this Agreement in accordance with the provisions of RSA 72:23 I. Failure of SFC to pay its duly assessed personal and real estate taxes when due shall be cause to terminate this Agreement by Pease Development Authority. SFC shall, in addition reimburse Pease Development Authority for any taxes paid by it pursuant to RSA 72:23 I as a result of SFC's failure to pay said taxes.

14. Except in circumstances involving the sole negligence of the PDA and its employees, SFC covenants and agrees to indemnify, a hold harmless and defend PDA and the State of New Hampshire from and against any and all claims, demands, causes of action, losses, and damages asserted by or on behalf of any person, firm, corporation, and public authority on account of or based upon any death or injury to person or loss of or damage to any property sustained or occurring (or which may be claimed to have been sustained or have occurred) on, in, or about Skyhaven Airport and the Premises.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the SFC to the terms of this Right of Entry and return the same to me for countersignature. A fully executed copy of this Right of Entry will be provided to you shortly thereafter.

Sincerely,

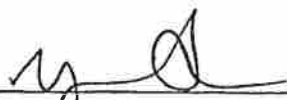


David R. Mullen
Executive Director

Ron Stock, President
Skyhaven Flying Club, Inc.
December 19, 2018
Page 4

Agreed and accepted this 21 day of December, 2018

SKYHAVEN FLYING CLUB, INC.

By: 
Duly Authorized

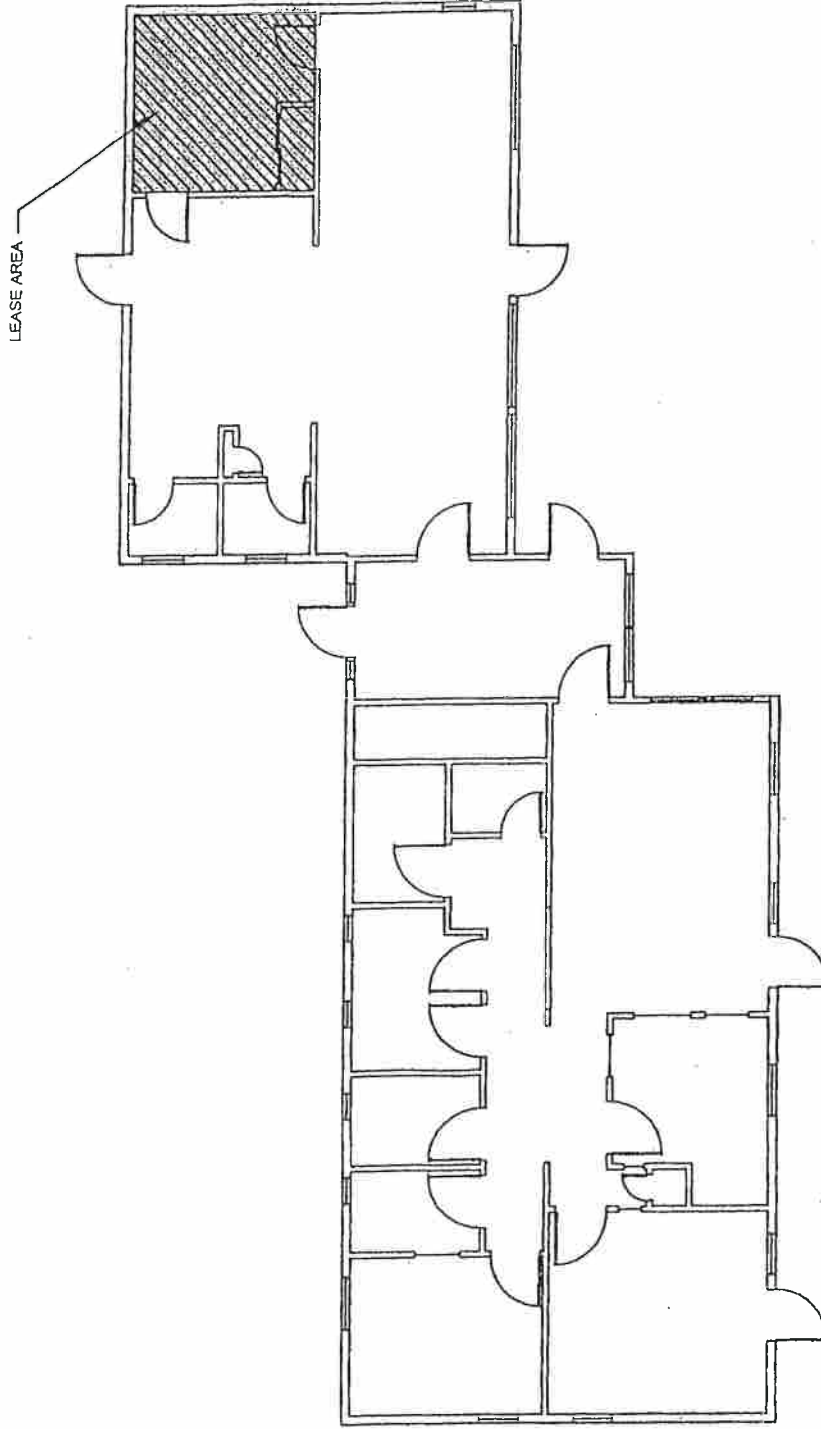
Its: President

cc: Paul Brean, Airport Director
Andrew Pomeroy, Airport Operations Manager
Irving Canner, Director of Finance
Mark H. Gardner, Deputy General Counsel

Ron Stock, President
Skyhaven Flying Club, Inc.
December 19, 2018
Page 5

EXHIBIT A

PREMISES



kyhaven Terminal - Flying Club Lease Area

DESIGNED BY: MRM

DATE: 6/5/15

SCALE: 3/32"=1'

PEASE DEVELOPMENT AUTHORITY



55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

CHOATE

Joseph P. Ransom
t 617-248-5122
f 617-502-5122
jransom@choate.com

November 21, 2019

VIA CERTIFIED MAIL

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

Re: 20 Durham Street, Portsmouth, New Hampshire


Dear Mr. Mullen:

Reference is made to that certain Sublease by and between Pease Development Authority (“Landlord”) and GEB, Inc. (“Original Tenant”) dated November 1, 1995, as amended by that certain Lease Amendment No. 1 dated October 12, 2011, and assigned to 1635 Realty, LLC (“Tenant”) pursuant to that certain Assignment and Assumption of Ground Lease dated June 26, 2019 by and between Original Tenant and Tenant and consented to by Landlord (as amended and assigned, the “Lease”). Capitalized terms not otherwise defined herein shall have the same meaning given to such terms in the Lease.

This letter shall serve as Tenant’s Option Notice to Landlord, exercising its first option to extend the Lease for a period of five (5) years.

Please do not hesitate to contact me with any questions.

Very truly yours,


Joseph P. Ransom

Enclosures

cc: Anthony I. Blenkinsop, Esq.

CHOATE HALL & STEWART LLP

Two International Place | Boston MA 02110 | T 617-248-5000 | F 617-248-4000 | choate.com

9518038v1



MOTION

Director Loughlin:

The Pease Development Authority (“PDA”) Board of Directors hereby approves and authorizes the Executive Director to complete negotiations with 2-Way Communications Service, Inc. and to execute a Lease for the premises located at 19 Durham Street; all as otherwise on terms and conditions substantially similar to those set forth in the Letter of Intent from David R. Mullen, Executive Director, dated December 10, 2019; attached hereto.



December 10, 2019

William R. Bartlett, President
2-Way Communications Service, Inc.
23 River Road
Newington, NH 03801

Re: 19 Durham Street, Portsmouth, New Hampshire

Dear Mr. Bartlett:

Pursuant to our recent discussions, the following is a summary of the central business terms under which I am prepared to make a presentation regarding a lease agreement to the Pease Development Authority's ("PDA") Board of Directors on behalf of 2-Way Communications Service, Inc. ("2-WAY"), a New Hampshire corporation.

Premises: The location of the proposed leased premises is a building located at 19 Durham Street, Portsmouth, NH 03801, consisting of 8,502 +/- square feet, with the associated right to utilize vehicle parking spaces and driveways adjacent to the leased premises, all as shown on the plans attached as Exhibit A (the "Leased Premises" or "Premises").

Term: This Lease shall be effective upon execution by both parties and shall continue for a base term of five (5) years from the date of January 1, 2020. 2-WAY is also granted two (2), five (5) year options to extend the Lease, said options to be exercised by it in writing to the PDA no more than twelve (12) months and no less than six (6) months prior to the expiration of the then current term.

Building Area Rent: The annual rent per square foot during the base term of the Lease (January 1, 2020 through December 31, 2024) and any extension terms shall be as follows, payable in twelve equal monthly installments on the first of the month:

Year 1 (2020): \$6.50 per square foot
Subsequent Years: Prior year's annual rent with an annual adjustment of the lesser of CPI or 3%.

WRB

PDA shall grant 2-WAY a rent credit for the period of fit-up of the Premises until occupancy for the permitted use, but in no case shall the rent credit be for more than the first two (2) months of the base term (January and February, 2020). Consistent therewith, 2-WAY shall notify the PDA in writing of the date of its occupancy of the Premises.

**Municipal
Services Fee:**

In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, 2-WAY shall pay to PDA a municipal services fee to include the cost of providing police, fire and public works services.

Utilities:

PDA will bring utility lines at reasonable capacities to the points existing as of the effective date of the Lease or such other points as may be designated by PDA. 2-WAY shall be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such points to the Leased Premises.

Triple Net Lease:

This Agreement shall be triple net to PDA and all costs associated with the use, occupancy, maintenance and insurance of the Leased Premises shall be borne by 2-WAY.

Use:

2-WAY shall use the Premises as a business office for the commercial sales and service of radio communications equipment, consistent with the requirements of the Industrial Zone of the PDA's zoning regulations.

Signage:

2-WAY may erect and maintain suitable signs on the Premises only upon receiving the prior written approval of PDA. 2-WAY shall submit drawings of proposed signs and information on the number, size, type, and location, all of which PDA may review for harmony and conformity with the overall structure and architectural and aesthetic setting of the Leased Premises and the Airport, as well as with PDA's own land use control regulations and may approve or disapprove accordingly, but PDA's consent will not be unreasonably withheld.

**Condition
of Leased
Premises:**

2-WAY shall take the Leased Premises in an "as is" condition without warranty or representation of any kind; provided, however, 2-WAY shall have no liability or responsibility to PDA for environmental impacts and damage caused by the use of the United States of America - Department of the Air Force ("Air Force" or "Government") of Hazardous Substances on any portion of Pease, including the Leased Premises. 2-WAY and PDA acknowledge the obligation of the Air Force to indemnify PDA and 2-WAY to the extent required by the provisions of Public Law No. 101-511 Section 8056.

WRB

Tenant's Work:

2-WAY shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Section as "Alterations") in, to or upon the Premises without PDA's written consent. Unless 2-WAY is subject to an earlier notice requirement under the PDA's Land Use Controls or other applicable requirements with respect to the information required under this section, any request for PDA's consent shall be made by providing written notice and shall be accompanied by preliminary engineering or architectural plans or, if consented to by PDA, working drawings. If PDA grants its written consent all such work shall be done at 2-WAY's sole cost and expense, subject, in all cases, to the following covenants:

- (1) All work and Alterations shall be done in compliance with all applicable governmental regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Regulations promulgated by PDA and with the provisions of Article 25 of the proposed Lease (See Article 25 of proposed Lease attached as Exhibit B). This obligation shall include compliance with all applicable provisions of the FFA (as defined in Section 25.8), including obligations imposed upon PDA in respect to construction and construction related work. Additionally, the installation of some types of equipment, including, but not limited to certain radio/communication equipment, may require the advanced approval of the FAA.
- (2) All Alterations shall be of such a character as not to materially reduce the value and usefulness of any of the buildings or other improvements below their value and usefulness immediately before such Alteration. All work performed hereunder shall be performed in a good and workmanlike manner, shall conform to drawings and specifications approved by PDA and shall not be disruptive of the overall operation the Airport. All contractors engaged by 2-WAY to perform such work shall employ labor that can work in harmony with all elements of labor at the Airport.
- (3) During the period of construction of any Alterations, 2-WAY or any contractor, subcontractor or sublessee of 2-WAY, shall maintain or cause to be maintained the following insurance:
 - (i) The commercial general liability and property damage insurance provided for in paragraph (a) of Section 7.2 of the proposed Lease (See Article 7 of proposed Lease attached as Exhibit C) shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of PDA and 2-WAY as named

WRB

insured in connection with any Alteration permitted pursuant hereto;

- (ii) Fire and any other applicable insurance provided for in Article 7 which, if not then covered under the provisions of existing policies, shall be covered by special endorsement thereto in respect to any Alteration, including all materials and equipment therefore incorporated in, on or about the Leased Premises (including excavations, foundations, and footings) under a broad form all risks builder's risk completed value form or equivalent thereof; and
 - (iii) Workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against PDA, 2-WAY or the Leased Premises, with statutory limits as then required under the laws of the State of New Hampshire.
- (4) 2-WAY shall provide PDA with MYLAR as-built drawings, along with an electronic copy, when any Alteration authorized hereunder is completed.
- (5) 2-WAY may dispose of the internal freezer located on the Premises (see Exhibit A), in a commercially reasonable manner, providing written documentation to the PDA regarding the disposition of the freezer. Should 2-WAY receive payment for the freezer, it shall pay over to the PDA the value of said payment amount, minus 2-WAY's reasonable and documented costs and expenses, within thirty (30) days.

Insurance: 2-WAY shall provide insurance coverages in accordance with Article 7 of the proposed Lease. (See Exhibit C).

Sublease and Assignment: 2-WAY may not assign its rights under the Lease to, or enter into a sublease of the Leased Premises without the written approval of PDA.

No subletting, assignment or transfer shall release 2-WAY's obligations or alter the primary liability of 2-WAY to pay the rent and to perform all other obligations to be performed by 2-WAY under the Agreement. The acceptance of rent by PDA from any other person shall not be deemed to be a waiver by PDA of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If any assignee of 2-WAY or any successor of 2-WAY defaults in the performance of any of the terms hereof, PDA

WRB

William R. Bartlett
2-WAY
December 10, 2019
Page 5

may proceed directly against 2-WAY without the necessity of exhausting remedies against such assignee or successor. If 2-WAY assigns the Agreement, or sublets all or a portion of the Leased Premises, or requests the consent of PDA to any assignment or subletting, or if 2-WAY requests the consent of PDA for any act that 2-WAY proposes to do, then 2-WAY shall pay PDA's reasonable processing fee and reimburse PDA for all reasonable attorneys' fees, excluding any fees to in-house counsel, incurred in connection therewith. Any assignment or subletting of the Leased Premises that is not in compliance with these provisions shall be void and shall, at the option of PDA, but subject to any applicable cure provisions, terminate the Agreement.

Brokerage: Subject to PDA's policy on brokerage commissions dated January 25, 1996, which permits a commission for the rental or leasing of PDA property based on the following percentages only for the initial or base term of the lease:

6% of the base rent for the first year in which rent is due
5% of the base rent for the second year in which rent is due
4% of the base rent for the third year in which rent is due
3% of the base rent for the fourth year in which rent is due
2% of the base rent for the fifth year in which rent is due

Indemnity: 2-WAY shall indemnify PDA consistent with the terms set forth in Article 13 of the proposed Lease attached hereto as Exhibit D.

**US Air Force
Quitclaim Deeds
And Federal
Facilities
Agreement:**

Any Lease entered into between PDA and 2-WAY is expressly subject to the terms of the US Air Force Quitclaim Deeds to PDA found in the Rockingham County Registry of Deeds at Book 4227 Page 1 and Book 4564 Page 985 including the Federal Facilities Agreement included therein. Copies of the aforementioned documents are available upon request.

This letter does not constitute a reservation of the Leased Premises, an option to lease the Leased Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Leased Premises or lease thereof until a lease agreement is executed by the Parties.

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

WRS

William R. Bartlett
2-WAY
December 10, 2019
Page 6

Sincerely,



David R. Mullen
Executive Director

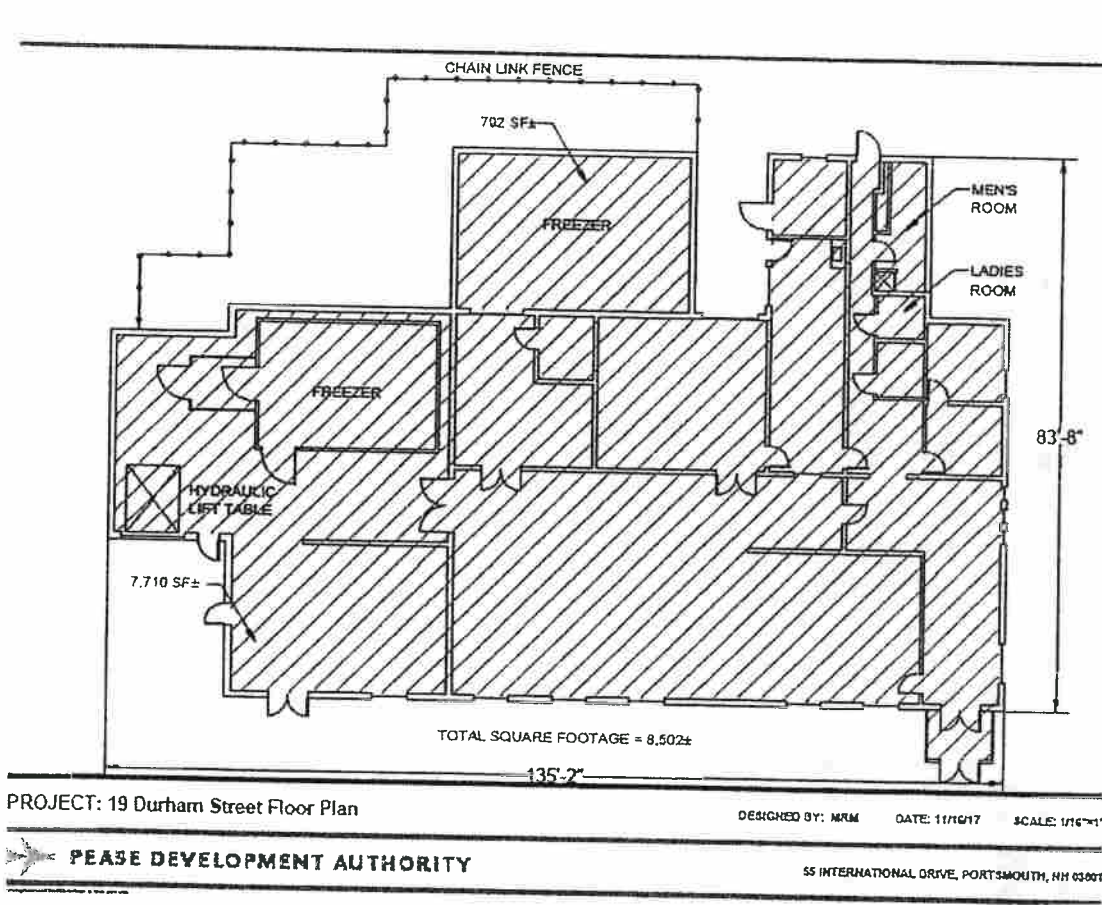
I have read and understand the foregoing and it correctly states the terms upon which 2-WAY will proceed to negotiate a mutually acceptable Lease Agreement for the Premises with PDA, subject to the approval of the PDA Board of Directors and any other governmental approvals that may be required.

2-WAY

12/10/2019
Date

William R. Bartlett
By: William R. Bartlett
Its duly authorized President

EXHIBIT A
Leased Premises



WCB

EXHIBIT A
Leased Premises
(Aerial View)



Exhibit Depicting 19 Durham St

DESIGNED BY: SFRM DATE: 10/15/15 SCALE: 1"=100'

WRB

EXHIBIT B

**Environmental Protection
Article 25 of Proposed Lease**

ENVIRONMENTAL PROTECTION

25.1. Lessee and any sublessee or assignee of Lessee shall comply with all Legal Requirements that are or may become applicable to Lessee's or sublessee's or assignee's activities at the Leased Premises, including but not limited to, the Land Use Controls, the applicable environmental laws and regulations identified in Exhibit E ("Environmental Laws"), as amended from time to time.

25.2. Lessee and any sublessee or assignee of Lessee shall be solely responsible at their sole cost and expense for obtaining all environmental permits and authorizations, filing all notices with the appropriate regulatory authorities and taking all actions required under Legal Requirements for their operations under this Lease or any sublease or assignment, independent of any existing Airport permits, authorizations or notices.

25.3. Lessee shall indemnify, defend and hold harmless Lessor against and from all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage, or disposal of any Hazardous or Regulated Substances as defined in Section 25.5, or any other action or omission by the Lessee, or any sublessee or assignee of the Lessee, giving rise to Lessor criminal, civil or administrative liability or responsibility under Legal Requirements.

This indemnification of Lessor by Lessee includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by Lessor or Air Force in connection with any investigation of site conditions, or any remedial or removal action or other site restoration work required by any federal, state or local governmental unit or other person for or pertaining to any discharges, emissions, spills, releases, storage or disposal of Hazardous or Regulated Substances arising or resulting from any act or omission of the Lessee or any sublessee or assignee of the Lessee at the Leased Premises after the Occupancy Date. "Occupancy Date" as used herein shall mean the earlier of the first day of Lessee's occupancy or use of the Leased Premises or the date of execution of this Lease. "Occupancy" or "Use" shall mean any activity or presence including preparation and construction in or upon the Leased Premises or any portion thereof.

The provisions of this Section shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Lessor incurs costs, liabilities or responsibilities for the Lessee's or its sublessees or licensees actions or omissions of the types described in this Article 25.

WRS

William R. Bartlett
2-WAY
December 10, 2019
Page 10

25.4. Notwithstanding any other provision of this Lease, Lessee and its sublessees and assignees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of toxic or hazardous wastes, substances or materials or PFAS (as defined below) on any portion of the Airport, including the Leased Premises. The Lessee and its sublessees and assignees have no obligation to undertake the defense, remediation and cleanup, including the liability and responsibility for the costs of damages, penalties, legal and investigative services solely arising out of any claim or action in existence now, or which may be brought in the future by any person, including governmental units against the Air Force, because of any use of, or release from, any portion of the Airport (including the Leased Premises) of any toxic or hazardous wastes, substances or materials or PFAS prior to the Occupancy Date. Furthermore, the parties recognize and acknowledge the obligation of the Air Force to indemnify the Lessor and Lessee to the extent required by the provisions of Public Law No. 101-511, Section 8056 and/or Public Law No. 102-484, as amended.

In addition, Lessor shall indemnify, defend and hold harmless Lessee against and from any and all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage or disposal of Hazardous or Regulated Substances, or any other action by Lessor giving rise to Lessee's criminal, civil or administrative liability or responsibility under Legal Requirements. This provision shall survive the expiration or termination of the Lease, and the Lessor's obligations hereunder shall apply whenever the Lessee incurs costs or liabilities for the Lessor's actions of the types described in this Article 25.

The provisions of this Section 25.4 do not relieve the Lessee, its sublessees or licensees of any obligation or liability with regard to third parties or regulatory authorities by operation of law.

25.5. As used in this Lease, the term "Hazardous or Regulated Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, or per- or polyfluoroalkyl substance, including without limitation perfluorinated compounds and their precursors, (collectively, "PFAS"), that is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous or Regulated Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," under New Hampshire RSA ch.147-A, (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B, (iii) oil, gasoline or other petroleum product, (iv) asbestos, (v) listed under or defined as hazardous waste pursuant to Parts Env-Hw 100 or Env-Hw 400 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (42 U.S.C. §9601), (ix) defined as "perfluorinated compounds" or "precursor" to a perfluorinated compound pursuant to New Hampshire RSA ch. 125-C, and (x) so defined in the regulations adopted

WRB

William R. Bartlett
2-WAY
December 10, 2019
Page 11

and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented.

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

25.6. Lessor's rights under this Lease specifically include the right for Lessor to inspect, at all reasonable times and upon reasonable notice, the Leased Premises and any buildings or other facilities thereon for compliance with Legal Requirements, including but not limited to Environmental Laws and occupational health and safety laws, whether or not the Lessor is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Lessor agrees to comply with Lessee's reasonable requirements and procedures with regard to access to the Leased Premises, and if applicable the rights of the tenants under the building space leases.

25.7. Lessee is advised and acknowledges that portions of the Airport, more fully described in Exhibit C of the Deed as "ACM Zones" may contain current and former improvements, above and below ground, that contain asbestos. Notwithstanding any other provision of this Lease, Lessor is not responsible for any removal or containment of asbestos. If Lessee and any sublessee or assignee intend to make any improvements, alterations or repairs, including demolition, that require the removal of asbestos, an appropriate asbestos removal and disposal plan, complying with all Legal Requirements, must be incorporated in the plans and specifications and submitted for prior approval. The asbestos disposal plan shall identify the proposed disposal site for the asbestos. In addition, non-friable asbestos which becomes friable through or as a consequence of the activities of Lessee will be abated by Lessee at its sole cost and expense.

25.8. Lessor and Lessee acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended (42 U.S.C. §6901 et seq.). Lessee acknowledges that Lessor has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, and Modification No. 1 thereto, effective March 18, 1993, and Lessee agrees that it will comply with and be bound by the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that the Lessor assumes no liability to the Lessee or any sublessee(s) or assignee(s) of Lessee should implementation of the FFA interfere with their use of the Leased Premises. The Lessee and its sublessee(s) and assignee(s) shall have no claim on account of any such interference against the Lessor, Air Force, EPA, State, NHDES, or any officer, agent, employee or contractor thereof, other than for abatement of rent.

Pursuant to its obligations under Federal law, the Air Force has provided and Lessee acknowledges receipt of the "Notices and Covenants Related to Section 120(h)(3) of CERCLA, as amended." The notice and a description of remedial action by the Air Force are set forth in Paragraph VI of the Deed.

WRB

25.9. The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, at no cost, upon reasonable notice to the Lessee and any sublessee or assignee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with the FFA:

(1) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the Pease Installation Restoration Program ("IRP"), the FFA or any order issued to Air Force by EPA or NHDES or by a court of competent jurisdiction addressing Hazardous or Regulated Substances (collectively, "Order") (the term IRP as used herein refers to the broad Department of Defense-wide program to identify, investigate and clean ups contaminated areas on military installations as described in the Department of Defense Instruction Number 4715.7);

(2) to inspect field activities of the Air Force and its contractors and subcontractors in implementing the IRP, the FFA or any Order;

(3) to conduct any test or survey required by the EPA or NHDES relating to the implementation of the FFA or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;

(4) to conduct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP, the FFA or any Order, including, but not limited to monitoring wells, pumping wells and treatment facilities.

25.10. Lessee and its sublessees and assignees agree to the extent applicable to the Premises, to comply with the provisions of any health or safety plan in effect under the IRP, the FFA or any Order during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee or assignee. Lessee and any sublessee or assignee shall have no claim on account of such entries against the United States or the State or any officer, agent, employee, contractor, or subcontractor thereof.

Lessee and its sublessees and assignees agree to the extent applicable to comply with the provisions of the "Environmental Use Restrictive Covenants" set forth in Paragraph VI.B of the Deed. It is the intent of the Air Force and the Lessor that the Environmental Use Restrictions bind Lessee and its sublessees and assignees, and that the Air Force reserves to itself the enforcement of this restrictive covenant against Lessee hereunder.

25.11. Lessee further agrees that in the event of any authorized sublease or assignment of the land area of the Leased Premises, it shall provide to the Air Force, EPA and NHDES by certified mail a copy of the agreement of sublease or assignment of the Leased Premises within fourteen (14) days after the

WRB

effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from any sublease or assignment submitted to the above mentioned entities.

25.12. The Airport air emissions offsets and Air Force accumulation points for hazardous and other wastes will not be made available to Lessee. Lessee shall be responsible for obtaining from some other source(s) any air pollution credits that may be required to offset emissions resulting from its activities under the Lease and establishing any waste accumulation locations as may be required under Environmental Laws or other Legal Requirements.

25.13. Any permit required under Hazardous or Regulated Substance Laws for the management of Hazardous or Regulated Substances stored or generated by Lessee or any sublessee or assignee of Lessee shall be obtained by Lessee or its sublessees or assignee and shall be limited to generation and transportation. Any violation of this requirement shall be deemed a material breach of this Lease. Lessee shall provide at its own expense such storage facilities for Hazardous or Regulated Substances, complying with all Legal Requirements, as it needs for management of its Hazardous or Regulated Substances.

25.14. Lessee, and any sublessee or assignee of Lessee whose operations utilize Hazardous or Regulated Substances, shall have a completed and approved plan for responding to Hazardous or Regulated Substances spills or other unauthorized discharges and emissions prior to commencement of operations on the Leased Premises. Such plan shall comply with changes in site conditions or Legal Requirements and shall be updated from time to time, as may be required to comply with changes in site conditions or Legal Requirements and shall be approved, where required, by agencies having regulatory jurisdiction over such plan. Such plan shall be independent of, but not inconsistent with, any plan or other standard of Lessor applicable to the Airport and except for initial fire response and/or spill or release containment, shall not rely on use of the Airport or Lessor personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill or release containment or otherwise, on request of the Lessee, or because the Lessee was not, in the opinion of Lessor, conducting timely cleanup or corrective actions, the Lessee agrees to reimburse the Lessor for its costs.

25.15. Lessee, and any sublessee or assignee of Lessee, must maintain and make available to Lessor, the Air Force, EPA and NHDES all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records relating to Hazardous or Regulated Substances required to be maintained pursuant to Legal Requirements. The Lessor and the Air Force reserve the right to inspect the Leased Premises and Lessee's, its sublessee's or assignee's records for compliance with Legal Requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as the discharge, emission or release of Hazardous or Regulated Substances. Violations of Legal Requirements may be reported by Lessor and the Air Force to appropriate regulatory agencies, as required by Legal Requirements. The Lessee, its sublessees or assignees shall be liable for the payment of any fines and penalties or costs that may accrue to the Government or Lessor under Legal Requirements as a result of the actions or omissions of Lessee, its sublessees or assignees, respectively.

WLB

25.16. Lessee acknowledges that the Premises may contain wetlands protected under Federal and State laws and regulations, which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Lessee covenants and agrees that in its use of the Premises, it will comply with all Legal Requirements minimizing the destruction, loss, or degradation of wetlands. The Lessee, its successors and assigns, further covenant and agree that any development of any portion of the Premises containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, the State of New Hampshire Fill and Dredge in Wetlands Act as amended, the Pease Development Authority Wetlands Management Plan (adopted June 25, 1998), and the Land Use Controls, as amended. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

Lessee, its sublessees and assignees agree to comply with the provisions of any Wetlands Management Plan and the Land Use Controls in effect at Pease. Lessee, its sublessees and assignees will minimize the destruction, loss or degradation of wetlands on the Leased Premises. Lessee, its sublessees and assignees will obtain prior written approval from Lessor before conducting any new construction in wetland areas.

25.17. Prior to the development of any portion of the Leased Premises on which a wetland has been identified in the Final Supplemental Environmental Impact Statement dated August 1995 ("SEIS"), the Lessee, its sublessees and assignees, as applicable, shall, if one has not previously been completed, perform a wetland delineation.

25.18. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Lessee, its sublessees and assignees shall prepare a plan for storage, mixing and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable Legal Requirements. The Lessee, its sublessees and assignees shall store, mix and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator in accordance with Legal Requirements.

25.19. The Lessee, its sublessees and assignees must notify the Lessor and the airport manager of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Lessee's, its sublessees and assignees intent to possess, use, or store radium; and of Lessee's, its Lessees and assignees intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the Airport. Upon notification, the Lessor and the airport manager may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and human environment. Thereafter, the Lessee must notify the Lessor and the airport manager of the presence of all licensed or licensable source or other byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific

WRS

William R. Bartlett
2-WAY
December 10, 2019
Page 15

licensing requirements or other individual regulation; provided, however, that the Lessee, its sublessees and assignees need not make either of the above notifications to the Lessor and the airport manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Leased Premises.

25.20. The Lessee, its sublessees and assignees acknowledge that lead-based paint may be present in and on facilities within the Leased Premises. Prior to beginning any Alterations, other construction or construction related work, (to include paint stripping or sanding), excavating, demolition, or restoration, the Lessee, any sublessee or assignee must test any paint which would be disturbed unless a conclusive determination has been made that lead-based paint is not present. If paint is lead-based, the Lessee, any sublessee or assignee is required to handle it in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852(d) and all Legal Requirements at its own expense. The Lessee is required to ensure that any lead-based paint is maintained in good condition.

The Lessee hereby acknowledges that it has received in Paragraph VII.D. of the Deed the required disclosure in accordance with Title 10.

25.21. The Lessee acknowledges that chlordanes was used at selected housing units formerly located on or around the Leased Premises. The Lessee, its sublessees or assignees will follow Legal Requirements should the Lessee, its sublessee or assignee choose to disturb or excavate any of this material. Any cost associated with this action shall be at the Lessee's, its sublessee's or assignee's expense.

25.22. In addition to the environmental compliance obligations set forth in the Lease Agreement, Lessee and its sublessees and assigns agree to comply with the provisions of any current or subsequently implemented Legal Requirement relating to the management, treatment or control of stormwater, including but not limited to Total Maximum Daily Limits (TMDLs) established under either Environmental Laws or other Legal Requirements and applicable to any watercourse or watershed at the Tradeport and the Leased Premises.

WRB

END OF ARTICLE 25

EXHIBIT C

**Insurance
Article 7 of Proposed Lease**

INSURANCE

7.1

A. Risk of Loss. Lessee shall bear all risk of loss or damage to the Leased Premises, including any building(s), improvements, fixtures or other property thereon, arising from any causes whatsoever.

B. Insurance. During the entire period this Lease shall be in effect, the Lessee at its expense will carry and maintain:

(1) Property insurance coverage against loss or damage by fire and lightning and against loss or damage or other risks embraced by coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, and malicious mischief and earthquake) in an amount not less than 100% of the full replacement value of the buildings, building improvements, improvements to the land, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Section shall contain a "Replacement Cost Endorsement."

(2) Comprehensive general liability insurance endorsed for products and completed operations liability insurance, on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, in or about the Leased Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at the time of the Term Commencement Date, and at all times during the term of this Lease, to a limit of not less than one million (\$1,000,000) dollars, per occurrence with respect to damage to property and one million (\$1,000,000) dollars, per occurrence with respect to personal /bodily injury or death to any one or more persons and with no deductible or such deductible amount as may be approved by Lessor, with an umbrella insurance policy of not less than two million (\$2,000,000) dollars. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Lessee, or any other person or organization, or involving any owned, non-owned, leased or hired automotive equipment (if such coverage is not provided by a separate policy under 7.B.(4)) in connection with Lessee's activities.

(3) Workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this Lease.

(4) Automobile liability insurance in amounts approved from time to time by Lessor, but not less than one million dollars (\$1,000,000) combined single limit for owned, hired and non-owned automobiles.

WRS

7.2 All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire. The policies of insurance required in Sections 7.1.B. (2) and (4) shall be for the mutual benefit of Lessee, Lessor and any Leasehold Mortgagee, as defined in Article 19, with the Lessor and Leasehold Mortgagee named as additional insureds. The policy required in Section 7.1.B.(1) shall name Lessor, Lessee and any Leasehold Mortgagee as loss payees as their interests may appear subject to the provisions of Section 19.7(9) hereof.

Upon the execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article) Lessee shall provide a copy of the original of each policy required to be furnished pursuant to this Article (or, with the consent of Lessor, which consent shall not be unreasonably withheld a certificate of the insurer reasonably satisfactory to Lessor which sets forth evidence of all requisite coverages) bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

7.3 All policies of insurance shall provide for loss thereunder to be adjusted and payable to Lessor or Lessee in accordance with the terms of this Lease.

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

7.5 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained this Agreement. On the insurance policies that PDA is named as an additional insured, PDA shall be an additional insured to the full limits of the liability coverage purchased by Lessee, even if those limits of liability are in excess of those required by this Agreement.

7.6 All policies of insurance required to be maintained by Lessee shall have attached thereto the Lender's Loss Payable Endorsement, or its equivalent, or a loss payable clause acceptable to Lessor, for the benefit of Lessee's Mortgagee, but the right of any such Mortgagee to the payment of insurance proceeds shall at all times be subject to the provisions of this Lease with respect to the application of the proceeds of such insurance.

WRB

7.7. Lessee shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Leased Premises and Lessee shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to Lessor shall be willing to write or to continue such insurance. Lessee shall, in the event of any violations or attempted violations of the provisions of this Section 7.7 by a subtenant, take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

7.8. Any insurance provided for in this Lease may be effected by a policy or policies of blanket insurance or may be continued in such form until otherwise required by Lessor; provided, however, that the amount of the total insurance allocated to the Leased Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Lessor, but Lessee shall deliver to Lessor and to any Mortgagee a certificate or duplicate of such policy in form and content acceptable to Lessor.

7.9. Over the term of this Lease and any extensions thereof, Lessor reserves the right to request increases in mandatory insurance coverage limits for each respective coverage area required under this Lease as the same may be appropriate, commercially reasonable and prudent in view of then existing conditions and circumstances, provided that such changes shall not occur more often than one (1) time per five (5) year period. Lessor agrees to provide Lessee with a thirty (30) day written notice when making any request for an increase in required insurance coverage limits.

7.10 Notwithstanding the foregoing provisions of Article 7, the insurance policies required to be provided by the Lessee may have reasonable deductible amounts. The Lessee shall also have the right to self-insure for the property insurance required by Section 7.1.B(1) provided that the Lessee provides the Lessor with evidence reasonably satisfactory to the Lessor that the Lessee has net assets, in the case of a not-for-profit entity or net worth in the case of a for profit entity, in an amount equal to no less than 500% of the replacement value of the buildings, improvements and personal property on the leased premises. Such evidence shall be provided to the Lessor on an annual basis.

END OF ARTICLE 7

WRS

EXHIBIT D

**Indemnification
Article 13 of the Proposed Lease**

GENERAL INDEMNIFICATION BY LESSEE

13.1. In addition to any other obligation of Lessee under this Lease to indemnify, defend and hold harmless Lessor, Lessee agrees to indemnify, defend and hold harmless Lessor against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) resulting or arising during the term of this Lease:

(1) from any condition of the Premises (except as otherwise set forth in Article 25), including any building structure or improvement thereon;

(2) from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or omission of Lessee, or any of its agents, contractors, servants, employees, Lessees, licensees or invitees; or

(3) from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this Lease, on or about the Leased Premises (including parking areas), or upon the land, streets, curbs or parking areas situated on the Leased Premises.

In the event that any action or proceeding is brought against Lessor by reason of any matter for which Lessee has hereby agreed to indemnify, defend, or hold harmless Lessor, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding with counsel acceptable to Lessor.

Notwithstanding the preceding provisions of this Section 13.1, (i) Lessee shall be under no obligation to PDA in respect to such matters included in items (1) through (3) above in existence prior to the effective date of this Lease or caused by the negligence of PDA, its officers, agents or employees, its assigns, agents, contractors, servants or employees; and (ii) construction of the Facility in accordance with the provisions of this Lease and approved plans shall not be deemed to diminish the value of the Premises.

13.2. The term "Person" as used in this Article and Article 25 shall include individuals, corporations, partnerships, governmental units and any other legal entity entitled to bring a claim, action or other demand or proceeding on its own behalf or on behalf of any other entity.

END OF ARTICLE 13

WRB



November 20, 2019

James Jones
d/b/a Jones Snow Plowing Services
207 Atlantic Avenue
North Hampton, NH 03862

RE: Contract for Snow Removal Services

Dear Mr. Jones:

In accordance with the terms of Contract for Snow Removal Services for the facilities for the Division of Ports and Harbors, the Pease Development Authority will exercise its fourth and final option to extend the term of the Contract for the season of December 1, 2019 through April 30, 2020.

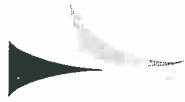
Please provide PDA with a current certificate of insurance at your earliest possible convenience. Please let me know if you have any questions.

Very truly yours,

David R. Mullen
Executive Director

DRM/rao

cc: Geno J. Marconi, Division Director
Irving Canner, Director of Finance
Anthony I. Blenkinsop, Deputy General Counsel



MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Read Custom Soils, for the purpose of providing FAA approved runway sand for the Airport runways at the price of \$89.00 per ton for the period of January 1, 2020 through December 31, 2020; in accordance with the memo from Sandra McDonough, Airport Operations Specialist, dated December 12, 2019, attached hereto.

Memorandum

To: Paul Brean, PDA Deputy Director/ PSM Airport Director *Paul*

CC: File

From: Sandra McDonough, Airport Community Liaison *Sm*

Date: 12/12/2019

Re: FAA Approved Runway Sand

The Pease Development Authority (PDA) advertised for sealed bids to supply FAA Approved Runway Sand. As is the case with winter operations on highways, sand is a very critical component to successful winter operations at the airport. The FAA has very stringent standards for sand used on airports and, as a result, it generally costs more than standard highway sand and there are very few suppliers.

The current contract for Runway Sand is \$102.68 per ton with Holliston Sand Co. Inc and expires on December 31, 2019.

Two companies submitted a bid prior to the scheduled bid opening, November 22, 2019 at 2:00 p.m. The bid results were:

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Holliston Sand Co. Inc	Slatersville, RI	\$102.67/Ton
Read Custom Soils	Wareham, MA	\$89.00/Ton

I recommend you seek Board approval to award a contract to Read Custom Soils for supply of FAA Approved Runway Sand in the amount of \$89.00 per ton which is \$13.68 per ton less than last year's price and \$13.67 per ton less than this year's other bidder. This will be the first year this company is producing Runway sand so I toured the plant in New Hampshire where Read Custom Soils gets their runway sand and found it to be acceptable. The new contract will begin January 1, 2020 and expire December 31, 2020.



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, Ohio, for the purpose of purchasing potassium acetate based runway deicing liquid at a price of \$4.51 per gallon for a period of January 1, 2020 through December 31, 2020; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated December 12, 2019, attached hereto.

N:\RESOLVES\2018\RunwayDeicingLiquid 1218.docx



Memorandum

To: Paul Brean, PDA Deputy Director/ PSM Airport Director *JB*

CC: File

From: Sandra McDonough, Airport Community Liaison *SM*

Date: 12/12/2019

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 at the airport. The FAA is very restrictive on what deicing chemicals can be used at 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, 2019.

Two companies submitted bids prior to the scheduled bid opening, November 22, 2019 at 2:15 p.m.

The low bidder was Nachurs Alpine Solutions Industrial of Marion, Ohio, at \$4.51 per gallon, up \$.02 from last year's contract. Cryotech was the other company that submitted a bid. Their bid was \$4.77 per gallon, \$.26 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 \$4.51 per gallon. This contract will begin January 1, 2020 and expire December 31, 2020.




MOTION

Director Levesque:

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, Ohio, for the purpose of purchasing sodium formate based runway deicing solid at the price of \$0.76 per pound for a period of January 1, 2020 through December 31, 2020; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated December 12, 2019, attached hereto.

N:\RESOLVES\2019\Runway Deicing Solid 12-19.docx

Memorandum

To: Paul Brean, PDA Deputy Director/ PSM Airport Director 

CC: File

From: Sandra McDonough, Airport Community Liaison 

Date: 12/12/2019

Re: Sodium Formate Contract

The Pease Development Authority accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations at the airport. The FAA is very restrictive on what deicing chemicals can be used at airports because of the corrosive qualities that cause serious damage to critical aircraft components. Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Sodium Formate expires on December 31, 2019.

One company submitted a bid prior to the scheduled bid opening November 22, 2019, at 2:30 p.m.

The one bidder was Nachurs Alpine Solutions Industrial at \$0.76 per pound. This is up \$0.025 per pound from the current year's cost with the same contractor.

I recommend you seek Board approval at the December, 2019 meeting to enter into a contract with Nachurs Alpine Solutions Industrial of Marion, Ohio, for Sodium Formate Based Runway Deicing Solid in the amount of \$0.76 per pound. This contract will begin January 1, 2020 and expire December 31, 2020.



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 \$117,687.31 for the period of 12/31/19 through 12/31/20, in accordance with the memorandum of Anthony I. Blenkinsop, Deputy General Counsel, dated December 10, 2019 and attached hereto.



PEASE

INTERNATIONAL

DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MEMORANDUM

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

From: Anthony I. Blenkinsop, Deputy General Counsel *AB*

Re: Renewal of PDA's Insurance Program – Cross Insurance, Inc.

Date: December 10, 2019

In 2017, Cross Insurance, Inc. was selected to be the broker of record for seeking and binding the following insurance coverages for Pease Development Authority:

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, Airport Liability, and Umbrella, premiums for Crime, Employment Practices, Pollution and Cyber coverages remained essentially the same. As noted in the premium summary, Business Auto and Commercial Package rates increased due to overall claim experiences industry wide.

At the December 19, 2019, meeting of the Board of Directors, please request approval to bind all of the aforementioned coverages in the projected total amount of \$117,687.31 for the renewal policy period of 12/31/19 -12/31/20.

Proposed Premium Summary

Policy Type	Company	AM Best Rating	Standard & Poor Rating	Expiring Premium	Proposed Premium
Commercial Package/(General Liability & Contents)	Hanover	A	A	\$25,071	\$29,725
Business Auto	Hanover	A	A	\$24,010	\$28,051
Umbrella	Hanover	A	A	\$9,302	\$10,671
Crime/Employee Dishonesty	Hanover	A	A	\$2,457	\$2,457/year 3 year term
Employment Practices Liability	Chubb	A++	AA	\$9,021	\$9,590
Airport Liability	Starr Aviation	A	A+	\$25,189	\$27,578
Pollution	Freberg/Admiral	A+	A+	\$5,746.08	\$5,879.98
Cyber (NEW)	Allmerica Financial Benefit	A	A	\$3,735.33	\$3,735.33
Total				\$104,531.41	\$117,687.31

Notes:

- Commercial Auto
 - Increased vehicle schedule from 28 units last year to 33 units this year
 - Vehicles #10, #19, & #20 have increased comp/collision deductibles
 - This is a Hanover company position. They have increased minimum deductibles for all classes of vehicles: Light \$500, Medium \$1,000, Heavy \$2,000
- Package/General Liability – Most of the increase is due to increase in Golf Course revenue from \$1,749,000 to \$2,691,163.
- Umbrella premium is based on underlying liability premium (General Liability, Auto Liability, Employers Liability). Any increase to underlying will result in increased umbrella premium.
- Airport liability increased from \$25,189 to \$27,578, which is a very good outcome given that we are current in the midst of a hard aviation insurance market. Many commercial aviation clients are currently receiving 20-30% rate increases.
 - Given market changes, Starr can no longer offer excess auto liability at no cost. When the market was soft we added \$25 Million excess auto liability above PDA's \$5 Million umbrella at no charge. However, Starr is now only able to offer \$5M excess of the current \$5 Million umbrella for a \$10,000 additional premium. The airport liability policy will continue to provide \$50 Million auto on airport premises liability, which applies any time PDA vehicles are driving within the airport gates. It's only off airport auto liability which will now be limited.



MOTION

Director Lamson:

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 \$97,303.00 for the period of 12/31/19 through 12/31/20, in accordance with the memorandum of Anthony I. Blenkinsop, Deputy General Counsel, dated December 12, 2019 and attached hereto.



MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Anthony I. Blenkinsop, Deputy General Counsel *ATB*
Re: Renewal of PDA's Property Insurance Program – USI New England, Inc.
Date: December 12, 2019

In 2017, USI New England, Inc. was selected to be the broker of record for seeking and binding property insurance coverage for the 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 renewal in the projected amount of \$97,303.00. 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). The renewal premium represents a 13% increase over last year's rate, which is a function of the hardening of the insurance market nationally due in large part to substantial losses stemming from events such as wildfires, floods, and storms. PDA's individual claims history has been minimal.

At the December 19, 2019 meeting of the Board of Directors, please request approval to bind property coverage in the projected total amount of \$97,303.00 for the renewal policy period of 12/31/19 -12/31/20.

Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non Admitted	Minimum Earned Premium	Expiring Term Premium	Proposed Term Premium
Property	12/31/19 to 12/31/20	Federal Ins Co (Chubb)	A++ XV	Admitted	n/a	\$78,567	\$97,303
Inland Marine	12/31/19 to 12/31/20						

	2017	2018	2019	Value/Premium Change
Building	91,642,740	91,642,740	100,351,340	9.50%
Contents	3,000,000	3,000,000	3,028,000	0.93%
EDP	440,200	440,200	440,200	0.00%
Business Income	3,486,000	3,486,000	3,360,200	-3.61%
Mobile Equipment	6,328,834	6,328,834	7,786,828	23.04%
Total Values	104,897,774	104,897,774	\$114,966,568	9.60%
Premium	\$78,567	\$78,567	\$97,303	23.85%
Rate	0.0749	0.0749	0.0846	13.00%



MOTION

Director Loughlin:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to execute a change order to the construction contract with Pike Industries ("Pike") (PDA's selected contractor for the Runway Reconstruction Project) to provide LED runway lights in an estimated amount of \$68,700.00; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated December 10, 2019 attached hereto.

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: December 10, 2019
Subject: LED Runway Lights for Runway Reconstruction Project

Earlier this year, when applying for the grant to fund the runway reconstruction project, airport and engineering staff considered the option of upgrading the runway lights from incandescent fixtures to LED fixtures. At that time, the Airport Improvement Program did not recognize LED fixtures as an eligible expense. Nevertheless, the bid sheets included LEDs as an additive alternate for the purpose of comparing prices. The cost to PDA to purchase and install LEDs without grant funds would have been approximately \$200,000. As a result, we elected to replace the lighting in kind, that is, with conventional incandescent fixtures.

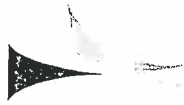
Recently, FAA changed its position on LEDs declaring them eligible for reimbursement and we have received the required approval to upgrade PSM's runway lights to LEDs. FAA will fund the appropriate share of the extra cost with the caveat that reimbursement is subject to the availability of funds at the end of the project.

In all airport construction projects, quantities are estimated for bid purposes and then, upon completion of the project, a "balancing change order" is prepared to reconcile under- and overages. After balancing the quantities for this project we anticipate that the cost of the LED lights will be covered within the current contract amount and that grant funding will be available to reimburse 95% of the cost. However, because this change order would need to be approved at the front end of the project, I recommend that you seek Board approval to revise the contract sum, to cover the cost of LED lights.

The current amount of the construction contract with Pike Industries is \$20,795,617.50. To have the LEDs delivered to the project in time for installation next year, a change order to the contract in the approximate amount of \$68,700 is needed. (\$68,700 is the difference between the LEDs and the incandescent lights currently in the contract. The \$200,000 cited earlier would have been PDA's obligation to cover the full cost of LEDs, not just the incremental cost.)

In the unlikely event that FAA does not share in the the cost of the lights and PDA bears the full sum, we believe this investment is justified and will be paid back through reduced energy costs and reduced maintenance/replacement costs.

At the December meeting, please seek Board approval to execute a change order to the Pike Industries contract in the approximate amount of \$68,700 to provide LED runway lights for the runway reconstruction project.



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DM*
RE: Signage Change
DATE: December 10, 2019

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” adopted by the Board on June 20, 2005, I am pleased to report that PDA has approved a minor signage change request to change existing signage at property located at 130 International Drive as follows:

Replace the Andover Healthcare monument sign and the signage on the metal canopy to read Milliken; the monument signage will be the same footprint and signage over the door will be in the same location but smaller in size.

This change is to reflect a change in tenancy.

Photos have been attached which depict both the existing and the proposed minor signage changes referenced above.

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted and granted his consent on November 22, 2019.

Miliken

PERMIT NO. / DATE	09-Sept-2019
CUSTOMER	Miliken & Co.
PROJECT	Same - Portsmouth
LOCATION	130 International Dr.
DESCRIPTION	D/F Monument Sign
DESIGNER	G. Chaney
SCALE	3/4" = 1'-0"
DRAWING	59032-r1

REV.	DATE	BY	DESCRIPTION

©2019 Tyson Sign Company
 This design and illustration is the property of Tyson Sign Company. It is to be used only for the project, location, and date specified. No other use without written consent from the project manager or office of our company.

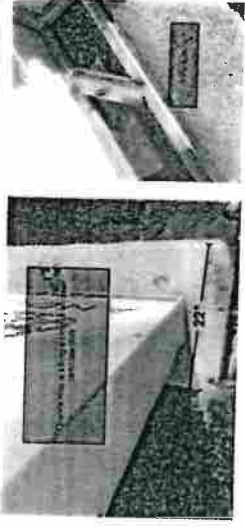


1-843-448-5168
 Fax: 843-441-9535

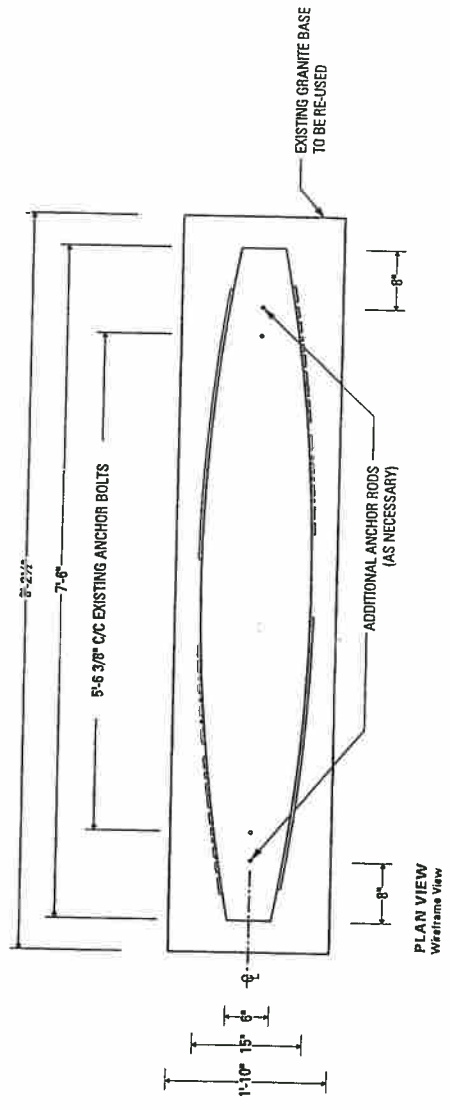
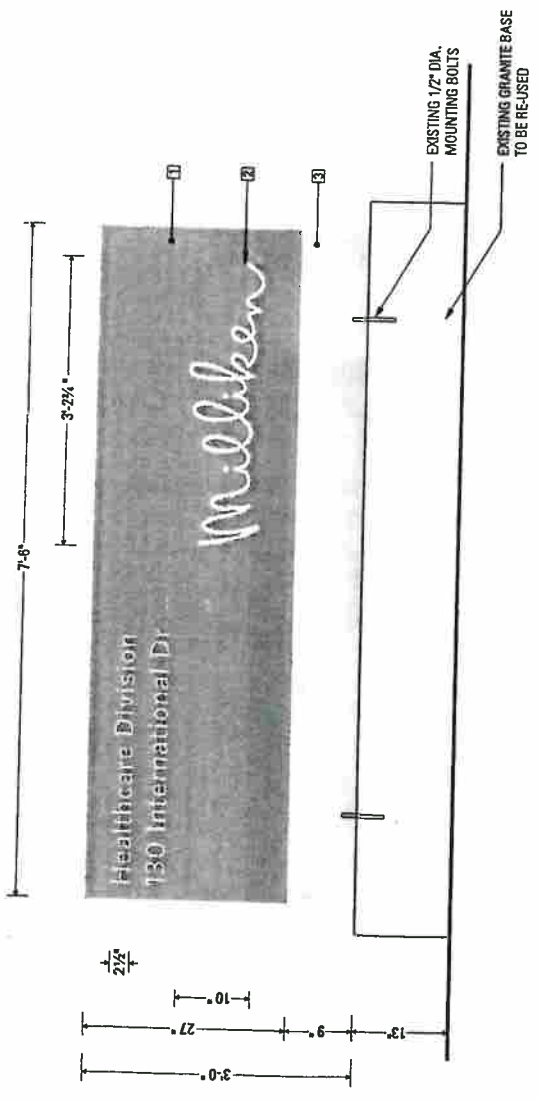


WORK AUTHORIZATION

NO.	93210
CITY	Milliken Portsmouth
STATE	21-SEPT-19
DATE	93210 59032-r1
BY	



EXISTING SIGN
 For Reference Only | Not To Scale



PLAN VIEW
 Westside View

Qty. (1) D/F Monument ID Sign

PRODUCTION NOTES

- MANUFACTURE AND INSTALL:**
- Remove and dispose of existing sign and replace in same location
 - D/F Non-Illuminated, fabricated aluminum sign cabinet
 - FRAME: 2" x 2" x 3/16" angle frame + 2" alum. sq. tube
 - FRONT & BACK FACE: .125" curved front and back faces, .080 top & ends
 - Cut-out 1/4" thick acrylic "Healthcare Division 130 International Dr" letters and "Miliken" logo (with vinyl "®") on both side of sign; flush mounted to aluminum face
 - Brushed .125" aluminum band along entire cabinet bottom as shown
- INSTALLATION:**
- Remove and discard existing sign cabinet
 - New sign to be installed on existing granite base
 - Additional Hi-bi glue and anchor rods in granite base as necessary

COLORS (Colors shown are approximate only. ALL PAINT FINISHES TO HAVE SATIN FINISH)

- 1) Miliken Blue FMS #2945 (paint to match w/ satin clear coat)
- 2) White (#7328 acrylic / 3M vinyl)
- 3) Brushed Aluminum (w/ satin clear powder coat)

Milliken

Permitsville, NY	DATE		
09-Sept-2019			
Milliken & Co.	CUSTOMER		
Same - Portsmouth	PROJECT		
130 International Dr.	LOCATION		
Exterior Cut Out Letters	DESCRIPTION		
D. Jenkins	DESIGNER		
G. Chaney	SALES		
3/4" = 1' - 0"	SCALE		
59032-b1	DRAWING		
REV	DATE	BY	DATE

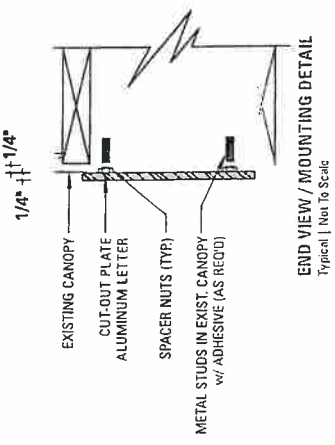
©2019 Tyson Sign Company
 This design and description is the property of Tyson Sign Company, Inc. and it is not to be reproduced, copied or used in any way without the written consent from an authorized office of our company.



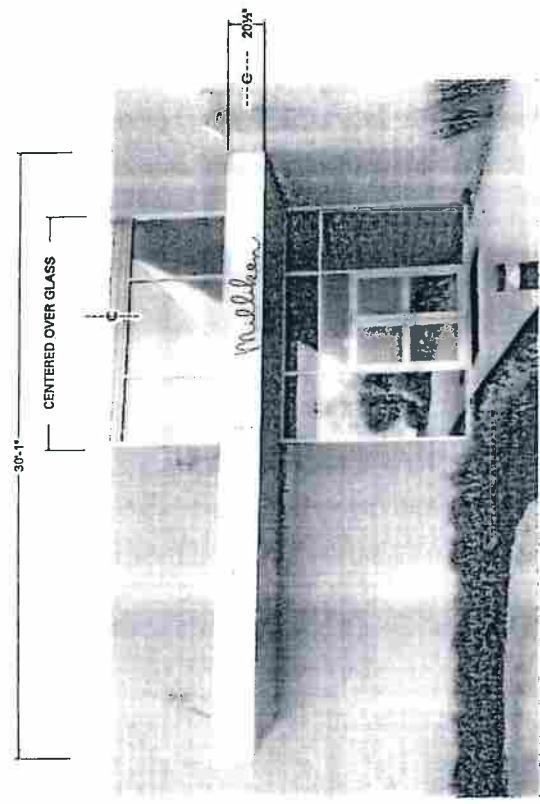
1-843-448-5168
 Fax: 843-44-9535



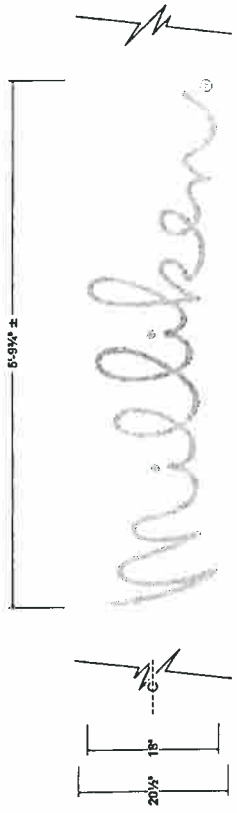
WORK AUTHORIZATION	
JOB	93210
LOCATION	Milliken Portsmouth
DATE	28-SEPT-19
REV	59032-b1
DATE	
BY	



END VIEW / MOUNTING DETAIL
 Typical | Not To Scale



INSTALLED SIGN
 For Reference Only | Not To Scale



EXISTING SIGN
 For Reference Only | Not To Scale

PRODUCTION NOTES
MANUFACTURE AND INSTALL:
 - Cut-out 1/4" plate aluminum "Milliken" letters and disk with vinyl
 Ⓞ symbol
INSTALLATION:
 - Remove and discard existing letters and logo
 - Mount with 1/2" Studs and spacers to metal canopy (as shown)

COLORS
 PMS 2945
 MILLIKEN.COM
 MILLIKEN.COM
 Milliken Blue PMS # 2945 (paint to match)

Qty. (1) Set of Cut-out Plate Aluminum Letters



MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of the proposed design of the wayfinding signs for the Portsmouth International Airport at Pease (PSM); all in accordance with the memorandum of Paul Brean, PDA Deputy Director/PSM Airport Director dated December 11, 2019, attached hereto.

N:\RESOLVES\2019\PSM - Wayfinding signs 12-19.docx

Memorandum

To: David R. Mullen, Executive Director *DRM*
From: Paul E. Brean, PDA Deputy Director/PSM Airport Director *PAB*
Date: December 11, 2019
Subj: Air Terminal Wayfinding Signs

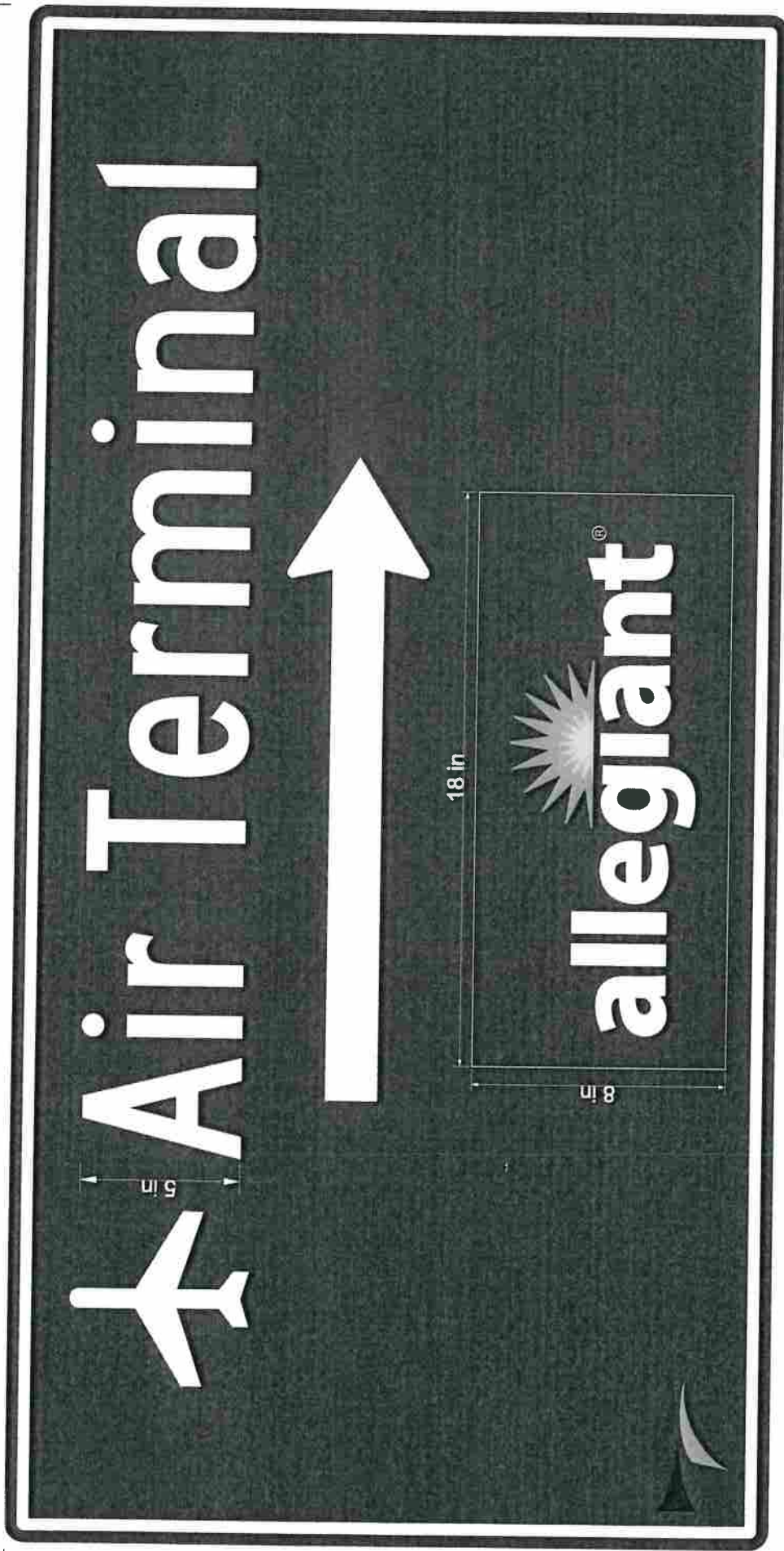
The Airport continues to receive feedback that commercial passengers have difficulty distinguishing the Commercial Airport Terminal from the New Hampshire Air National Guard Base and General Aviation Facilities when travelling to the airport. In an attempt to better serve our commercial passengers I request to replace the existing "Airport" signs with specific "Air Terminal" wayfinding signs.

The Air Terminal sign will incorporate the Allegiant Airline logo and the internationally recognized icon for commercial air service. The design is based on the NH DOT highway wayfinding signs which is reflective green with a dimension of 2 ft. tall by 4 ft. wide. The design will allow air carrier logos to be added or removed with ease. The airline logo will be limited to a dimension of 5 inches by 8 inches. Five existing signs will be replaced and two additional signs will be added for a total of seven signs on Tradeport property. The following table describes the proposed signage locations:

Sign #	Address	Sign Type	Sign Area (sq. ft.)
1	Woodbury Rd. Rotary	Wayfinding	8
2	Intersection Arboretum Dr. and Pease Blvd.	Wayfinding	8
3	24 New Hampshire Ave	Wayfinding	8
4	75 New Hampshire Ave	Wayfinding	8
5	1 Grafton Drive	Wayfinding	8
6	185 Grafton Drive	Wayfinding	8

With regard to PDA Board approval, the signs are consistent with NH DOT wayfinding signs and clearly identify the commercial airport terminal. Inclusion of the commercial air carrier logo is not for advertising but to assure the passenger is proceeding to the correct location for a commercial passenger flight. At this month's Board meeting, please ask the Board of Directors to approve the design of the commercial airport wayfinding signs as proposed.

48 in



24 in



REVISION:

All orders under \$250 include 1 revision only.
All orders over \$250 include 2 revisions only.
Additional revisions will be charged at \$25 per revision.

PLEASE NOTE:

Designs are NOT actual size and color may vary depending on printer and/or monitor.

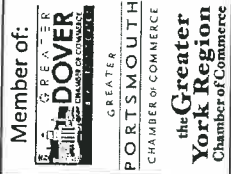
12/10/19

RETURN SIGNED TO: service@portsmouthsign.com

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE: _____

Date: _____



©COPYRIGHT 2019, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only

Qty:

SS DS

Materials:

Background Color:

Vinyl Color: _____

HP Int

Other: _____



MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Anthony I. Blenkinsop, Deputy General Counsel *AB*
Date: December 10, 2019
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 motions set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 19, 2019:

ELECTION OF OFFICERS

Executive Director:

“In accordance with Section 3.4 of the PDA By-Laws, our agenda today includes the election of officers. Pursuant to Section 3.6 of the PDA By-laws, the officers you 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.”

I. **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 *DM*
From: Anthony I. Blenkinsop, Deputy General Counsel *AB*
Date: December 10, 2019
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 19, 2019:

COMMITTEE APPOINTMENTS

I. **Executive Director:** “Mr. Chairman, our agenda today also includes, in accordance with Sections 3.4 and 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. . .”

“Further, I will again review the committee appointments after the City of Portsmouth has appointed an individual to fill its position on the Board given the retirement of Director Bohenko. This will be done in an effort to assure that there are no conflicts, to affirm that the newly appointed individual has an interest of being on the committee, as well as the necessary skill sets which may be required for the specific committees.”

PDA COMMITTEE LISTING – EFFECTIVE December 10, 2019

Standing Committees

Executive Committee

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

Finance Committee

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

Airport Committee

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

**Marketing and Economic Development
Committee**

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

Zoning Adjustment & Appeals Committee

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

Ad Hoc Advisory Committees

**Capital Improvement and
Land Planning Committee**

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

Golf Committee

John Bohenko, **Chair**
Robert Allard
Franklin Torr
Staff Contact: Mullen/DeVito

Audit Committee

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

Transportation Management Committee

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

Port Committee

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

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.



MEMORANDUM

Date: December 10, 2019
 To: PDA Employees – Non-Classified
 From: David R. Mullen, Executive Director *DRM*
 Subject: 2020 Holiday Schedule

The following days will be holidays for all PDA full-time employees during 2020:

New Year's Day		Wednesday	01/01/20
Martin Luther King/Civil Rights Day		Monday	01/20/20
Presidents' Day		Monday	02/17/20
Memorial Day		Monday	05/25/20
Independence Day	Observed	Friday	07/03/20
Labor Day		Monday	09/07/20
Columbus Day		Monday	10/12/20
Veterans' Day		Wednesday	11/11/20
Thanksgiving		Thursday	11/26/20
Day after Thanksgiving		Friday	11/27/20
Christmas Day		Friday	12/25/20

Full-time employees shall, on July 1, accrue and will be entitled to, two (2) floating holidays of the employee's choice. However, in the event an employee does not utilize the floating holidays within one (1) year of the accrual, such floating holidays 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, PDA Deputy Director/ PSM Airport Director *psb*

From: Sandra McDonough, Airport Community Liaison *SM*

Date: 12/12/2019

Subj: Noise Report for November, 2019

The Portsmouth International Airport at Pease received two noise inquiries in November, 2019 concerning fixed wing aircraft.

One inquiry was from a resident in Dover, NH concerning a C-17, a large military cargo aircraft. The caller was concerned that the aircraft was flying too low. The Portsmouth air traffic controllers give permission for the plane to depart, but the climb out practices are determined by the aircraft's capabilities and the departure controller. The aircraft must climb at least 200 ft. per nautical mile.

The second inquiry was from a resident of Eliot, ME concerning a small single engine aircraft that appeared to be flying low and circling around his property. Portsmouth air traffic controllers are responsible for aircraft departures from Pease, but are not responsible for what the aircraft does after that. We are unable to determine if the aircraft even departed from Portsmouth International Airport.

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 \$40,376.75 for the following legal services rendered to the Pease Development Authority:

1.	<u>Kutak Rock, LLP</u>		
	Through November 30, 2018	\$ <u>328.25*</u>	
			\$ 328.25*
2.	<u>Sheehan Phinney Bass + Green</u>		
	October 1 - October 31, 2019	\$14,210.00	
	October 1 - October 31, 2019	\$10,330.50	
	November 1, - November 30, 2019	\$12,412.00	
	November 1, - November 30, 2019	\$ <u>3,096.00</u>	
			<u>\$40,048.50</u>
	Total		<u>\$40,376.75</u>

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

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

November 6, 2019

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. 2627949
Client Matter No. 294603-1

Invoice No. 2627949
294603-1

Re: General

For Professional Legal Services Rendered

TOTAL FOR SERVICES RENDERED \$615.00

DISBURSEMENTS

Freight and Postage 0.50

TOTAL DISBURSEMENTS 0.50

TOTAL CURRENT AMOUNT DUE \$615.50

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$14,210.00

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$14,210.00

BALANCE DUE: \$14,210.00

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... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,958.00
TOTAL EXPENSES:	\$7,372.50

TOTAL THIS BILL:	\$10,330.50

BALANCE DUE:	\$10,330.50

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... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$12,412.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$12,412.00

BALANCE DUE:	\$12,412.00

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... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167

BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$3,096.00

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$3,096.00

BALANCE DUE: \$3,096.00

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... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to conduct a voluntary 2019 annual leave buy-back program for qualified PDA employees on the terms and conditions set forth in the memorandum from David R. Mullen, Executive Director, dated December 10, 2019 and attached hereto.



Memorandum

To: PDA Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: December 10, 2019
Subj: Annual Leave Buy-back 2019
CC: Tanya Coppeta, Irv Canner

Based upon recent internal discussions with senior staff, I am requesting that the Pease Development Authority (PDA) Board of Directors authorize the implementation of a voluntary Annual Leave Buy-back program for 2019.

Historically, this has been a popular program with our employees as we have had upwards of 60% of eligible employees participate in this program since it was initially introduced in 2009. As you may recall, the program allows full-time, non-classified, eligible employees to "cash out" up to 40 hours of annual leave while mandating that the employee maintain a balance of not less than 40 hours after the draw down. The program also gives the employee the option to receive payment in either 2019 or 2020. The buy-back is based on the employee's rate of pay as of December 11, 2019.

The benefit of the program is two-fold. First, it provides the participating employee the opportunity to receive incremental cash during the holiday season. Second, it benefits the PDA by lowering the vacation liability we carry on the balance sheet, which is currently in excess of \$400,000.

Based upon preliminary information, it is expected that approximately 25 employees will elect to participate in this voluntary program. With this assumption, we anticipate that the cash flow impact to the PDA will be approximately \$40,000.

Thank you for your consideration.



MOTION

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to direct PDA staff to begin drafting proposed amendments to the PDA Land Use Controls related to the construction and post-construction stormwater program and the illicit discharge detection and elimination program, and to consult with the planning departments of both Newington and Portsmouth with regard to the proposed programs’ language; all in accordance with the memorandum of Maria J Stowell, P.E., Manager, Engineer dated December 12, 2019; attached hereto.



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth, NH 03801

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: December 12, 2019
Subject: Land Use Control Amendments for Construction and Post Construction Stormwater Program

In conjunction with PDA's pending individual stormwater discharge permit and the CLF Settlement Agreement, PDA staff along with our consultants will be drafting proposed language to amend the PDA Land Use Controls. The amendments will be used to assist in addressing measures to control pollutants in construction and post-construction site runoff and the illicit discharge detection and elimination programs, and will include practices to be followed by, among others, designers, contractors and facility operators.

Typically, the first steps in the promulgation of Land Use Controls are authorization from the PDA Board and coordination with PDA's land use enforcement agents, the City of Portsmouth and the Town of Newington.

At next week's Board meeting please seek authorization for the PDA staff to begin drafting proposed amendments to the PDA Land Use Controls related to the construction and post-construction stormwater program, and the illicit discharge detection and elimination program, and to consult with the planning departments of Newington and Portsmouth regarding the proposed programs' language.

NAENGINEER\Board Memos\2019\ConPostconProgram.docx

○○○○ TAKING YOU THERE

ph: 603-433-6088

fax 603-427-0433

www.peasedev.org



*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 13, 2019**

PRESENT: Roger Groux, Chairman
Jeff Gilbert, Treasurer
Erik Anderson
Brad Cook
Chris Snow
Geno Marconi, Secretary, Director, DPH

1. CALL TO ORDER

The meeting was called to order at 7:11 pm after a presentation by Maine Marine Composites on the Healy Wave Energy Buoy project.

2. APPROVE MINUTES

Chris S. made a motion to accept the October 9, 2019 minutes, Brad seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Jeff commented there appears to be a significant variance between the budget and actual operating income. Geno reported that the report is early in the year, and only goes through September. The Division will start making up the difference in moorings in January and February. Also, the busy season for salt is just kicking in, the recent ship we had here was 42,000 metric tons of salt and equated into over \$80,000 of revenue. Another ship will be coming the first week in December. Jeff said it sounds like it's just a matter of timing and Geno confirmed that it was.

4. DIRECTOR'S REPORT

Geno reported on 2 items from the PDA October board meeting:

- 1- The dredging contract in Hampton/Seabrook was awarded to the lowest bidder, Pepperell Cove Marine Services. This is for removing and replacing the moorings during the dredging.
- 2- Geno reported the State legislature appropriated \$3.25 million to replace the failed seawall at the Portsmouth Fish Pier, with that the Division received a proposal from Appledore for design and permitting the project. The Division didn't proceed with the project until it was confirmed that the accounts were set up and the funds were available to us. The proposal was approved by the PDA board at their October 17th meeting and is for \$324,046.00. Prelim design should be available within 60 days, the draft wetlands permit should be ready mid-December. One of the big concerns is if they will require us to do the in water work during the dredge window, which is from November to March. We are hoping to get construction started this coming summer.

Geno reported the Port has been busy with the salt business.

Geno then reported that he went to the CBOC to get authorization to expend \$5,003,025 as a match for the BUILD grant, which was approved. The next step is to go to the Fiscal Committee and the Executive Council. The draft agreement will be presented to the AG's office for review prior to going to either of those. Roger asked if there is an anticipated completion date and Geno explained the BUILD grant funds need to be completely expended by September of 2025 so to be cautious we have worked backwards from that date to set goals and a substantially complete date that doesn't put us in a corner in case something goes wrong. When he gets final document

(agreement) he will provide it to the PAC.

Roger asked if the entrance closures onto 95 will create a problem for the salt trucks going to Southern Maine. Geno said the trucks will have to go on the bypass and merge onto 95.

5. COMMITTEE REPORTS

Fisheries- Before going into his Fisheries report, Erik asked about the fish pier and AME's proposal of \$325,000 which has a level of detail that he can understand but he expressed concerns that they've had a substantial amount of work into that facility there since they did the conditional survey some time ago and curious as to why they are getting \$325,000 to do another engineering study. Geno explained it is a totally different engineering study. We've got 44 years out of the PFP seawall, the wall will be replaced with a wall similar to Hampton so if it fails in the future it will not fail to the degree that it has. The past condition survey was requested for a proposal to replace and/or repair the entire facility. Then the seawall failed and we asked them to look at the most important factor to replacing the wall and they determined it is the tiebacks and that is when they dug the hole and inspected the tiebacks. Discussion continued regarding the tiebacks, the anchor system, the whaler, the past concept study, the new proposal, and the construction schedule. Director indicated his frustration is that it may not start for another year due to wetlands permits and having to do the work during the dredge window. If it is determined that the work does not have to be done during the dredge window the project can be expedited at that point. Erik reiterated that the longer the wall stays in the condition that it's in it will continue to worsen. Geno said to take in consideration that the entire pier is built the same way and that is what is keeping him up at night. If it continues to erode the pier is at the risk of being shut down. Erik expressed concern over the estimated cost. Geno said that there are 2 things driving the cost of this project, 1-the use of the barge crane rather than a land side crane is expensive due to daily equipment rentals, and 2-construction costs across the board have increased by 40%. Geno also mentioned that the proposals (from AME) are negotiated prior to the Division bringing it before the PDA board. Roger brought the conversation to a close by saying the good news is we have the money to fix the pier and we may be able to do it faster than we thought.

Regarding the Fisheries, Erik reported that the lobster season is winding up, there is 1 (one) boat that is ground fishing out of Hampton, it's a slow time of year all around. Erik reported that the wind energy task force (BOEM) doesn't appear to have any local fishery representation at the table. They are concerned about the transmission lines and after extensive research he hasn't seen any studies done or answers on the topic. Bottom line, the Fisheries have a concern about potential offshore wind and energy transmission lines. Erik mentioned he has sent a letter to the Governor to ask for a place at the table for the Fisheries industry.

Government- Ned said he has no new information on the Market St. extension project but has requested an update from Peter Rice. Roger asked if they are going to build a rotary (at the end of Deer St.), and Ned said it is in the budget but won't be done for about 5 years. Roger thanked Geno for his input to the City and Geno said the City was responsive to his concerns, they put mountable curbs on the median strip and kept the curb widths at their current width. So the lines are going to be narrowed, but the width of the road is not changing. Ned mentioned the City is extremely supportive of the Port.

Moorings- Chris reported that the commercial licensing and permit renewal days are Dec 10 and Jan 7th and there is a flyer in the packet.

PDA liaison- Roger reported that Lonza is seeking authority to build a 7 story parking garage which is indicative of the amount of jobs they are expecting.

Maritime/Public Affairs- Geno reported on Don's behalf, he said the PMC has been talking about next year's events and Geno told them that before they (the PMC) commit to anything they

need to be sure to talk to him about the availability of the dock here at Market St. pending construction etc. The fish pier will not be available.

Dredging- Geno reported on Chris H.'s behalf. Hampton/Seabrook is being done now. The Division has the money to do Rye, we need to do some sampling in the State Anchorage. We received a proposal from the environmental consultants and it is still being worked on by Tracy and Geno. The dredge disposal site has been approved, it should be Isles of Shoals South. There is some work being done on keeping the Arundel site open. Erik asked if Isles of Shoals North site has a cap. Geno answered that the new shoals site was based on the material coming out of the turning basin, if some of that material can be diverted for beach nourishment it will open up some space for other dredge spoils. Geno indicated that is why the sampling needs to be done at the state anchorage in Rye, to determine if it is compatible with that permitted site.

Geno reported that he co-authored a letter to the congressional delegation (Senator Jeanne Shaheen) regarding the turning basin with Chris Williams, Coastal Coordinator for DES. The Water Resources Development Act (WRDA) is going to be presented and we would like the turning basin to be included again. Geno did reach out to the Port partners on the river and encouraged them to do the same. Geno mentioned this body also penned a letter to Senator Shaheen.

Recreational Piers- Brad reported that all is quiet and that the Port staff did a great job with the float removals this year and everything is closed up tight for the winter.

6. NEW BUSINESS

Roger mentioned the support letter for WRDA.

Roger reported there was a meeting held with DOS that included Commissioner Quinn, Deputy Commissioner Bailey, DMV Director Bielecki, Director Marconi, Chief Harbormaster Tracy Shattuck, and the new state police captain that's going to be overseeing Marine Patrol. Commissioner Quinn's showed some interest in improving the safety and access of the ocean. Roger said he pointed out some inequities with the registration system and with that there is another meeting coming up in December with the DMV Director and Deputy Commissioner Bailey regarding how the registration fees are divided. Roger reported we have a very good situation with Senators Waters, Sherman, D'Allesandro, and Clark and if it got to the point where we needed to push some legislation through we would most likely have their support. Jeff indicated the Senate is typically able to take new bills until the beginning of January and there are ways to tack stuff on if needed. Roger indicated if we can work jointly with DOS it would be a lot easier.

7. OLD BUSINESS

No old business.

8. PUBLIC COMMENT

Peter Welch commented that the Town of Newington planning board or building inspectors have not heard from Mahoney for the \$25 million pier. Roger commented that he is sure they will be along sooner or later, and that they are a huge operation up and down the East Coast. Mahoney is Granite State Minerals. Their locations go from Philadelphia to Maine.

9. PRESS QUESTIONS

There were no members of the press present.

10. ADJOURNMENT

Jeff made a motion to adjourn, Erik seconded, all were in favor and the meeting adjourned at 7:50 P.M.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: David Mullen, Executive Director *[Signature]*

From: Geno Marconi, Director *[Signature]*

Date: December 9, 2019

Subject: Heidi & Elisabeth Fisheries, LLC. Right of Entry extension request

The Division of Ports and Harbors (the "Division") received a request from Heidi & Elisabeth Fisheries, LLC ("Heidi") to exercise its first option to extend its right of entry for use of space at the Portsmouth Commercial Fish Pier facility at Pierce Island for an additional year. Heidi has been a responsible tenant and continues to provide a valuable service to the local seafood community. Therefore, the Division requests your approval of the extension of Heidi's right of entry as required by the original approval of the right of entry by the PDA Board of Directors at its December 20, 2018 meeting. The right of entry shall continue under the same terms and conditions, which include following items:

- PREMISES:** Portsmouth Commercial Fish Pier at Pierce Island.
- PURPOSE:** Provide a location for Heidi to store equipment and prepare fresh fish for shipment.
- TERM:** January 1, 2020 through December 31, 2020.
- FEE:** \$880.00 per month for the duration of the term.
- 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 Lamson:


In accordance with the provisions of 12-G:42 X (c), the Pease Development Authority (PDA) Board of Directors hereby approves of the Final Adoption of Administrative Rules Chapter Pda 501 – 511 and Pda 513 – 515, as attached hereto, and authorizes the Division Director of Ports and Harbors to take any necessary or recommended action in accordance with RSA 541-A:14, in furtherance of this matter; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated December 6, 2019, attached hereto.



PEASE
INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 6, 2019
To: Pease Development Authority, Board of Directors
From: Geno Marconi, Division Director 
Subject: Final Adoption, Administrative Rules; Pda 501-511 and Pda 513-515
Moorings and Anchorages, Notice number 2019-69

In accordance with RSA 12-G:42 X (c), the Pease Development Authority (“PDA”), acting through its Division of Ports and Harbors (the “Division”), shall adopt rules pursuant to RSA 541-A. As you know, the Division has been working to readopt, with amendments, Administrative Rules Chapter Pda 501-511 and Pda 513-515 Moorings and Anchorages (the “Rules”) and is now in the final stages of the process.

In accordance with RSA 12-G:44, IV, the Rules final proposal-annotated text was submitted to and approved by the PDA Board of Directors on September 19, 2019. On September 20, 2019, the Division submitted the Pda 500 rules final proposed-fixed text to the Office of Legislative Services (“OLS”) in preparation for the Joint Legislative Committee on Administrative Rules (“JLCAR”) meeting on October 17, 2019. Prior to the JLCAR meeting, the Division received comments back from an OLS attorney who recommended the PDA submit a Conditional Approval Request to JLCAR to address two substantive items. That request was submitted to OLS on October 11, 2019. With that, JLCAR conditionally approved the Final Proposal at their meeting on October 17. In accordance with RSA 541-A, the Division prepared a Conditional Approval Response (“CAR”) which was presented to and approved by the PDA Board of Directors at its November 21, 2019, meeting. The approved CAR was submitted to OLS on November 22, 2019. On December 2, 2019, OLS provided confirmation that the Board has complied with the conditional approval and that the Pda 500 rules may be adopted (attached).

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve the Final Adoption of Administrative Rules Chapter Pda 501-511 and Pda 513-515 (attached) to be submitted to OLS and become effective the day after they are received at the Office of Legislative Services all pursuant to RSA 541-A:14.

Readopt Pda 501 – Pda 502.03, effective 8-20-11 (Document # 9975), cited and to read as follows:

CHAPTER Pda 500 MOORINGS AND ANCHORAGES

PART Pda 501 PURPOSE AND SCOPE

Pda 501.01 Purpose. The purpose of Pda 500 is to establish provisions for administering a system for permitting moorings to be set and used in state tidal waters.

Pda 501.02 Scope. Pda 500 shall apply to all mooring permits issued. Any person who sets, seeks to set, or uses a mooring in state tidal waters shall comply with Pda 500.

PART Pda 502 DEFINITIONS

Pda 502.01 “Business organization” means any enterprise, whether corporation, partnership, limited liability company, proprietorship, association, business trust, real estate trust or other form of organization, that is organized for gain or profit, carrying on any business activity within the state, except such enterprises as are expressly made exempt from income taxation under the United States Internal Revenue Code as defined in RSA 77-A:1, XX.

Pda 502.02 “Channel” means the portion of a waterway delineated by navigational aids as designated by the federal government or by the division.

Pda 502.03 “Collective mooring area” means the shorefront property mooring area of a marina or condominium within which the holder of a commercial mooring for hire mooring permit(s) is authorized to set commercial moorings for hire in accordance with a mooring plan approved by the authority pursuant to Pda 506.09(h).

Readopt with amendment Pda 502.04, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.04 “Commercial entity” means a business organization engaged for profit in a fishing or charter boat business or other water-dependent business.

Readopt Pda 502.05 – Pda 502.19, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.05 “Commercial mooring for hire” means a mooring permitted by the division pursuant to Pda 500 and owned by a:

(a) Marina duly registered to do business in the state of New Hampshire or a condominium, which in turn rents, leases, or otherwise authorizes use of the mooring, if a marina, to a member of the general public or, if a condominium, to a member of the condominium unit owners’ association, on a daily or seasonal basis; or

(b) Shorefront property owner who in turn rents or leases the mooring to a tenant of the shorefront property who occupies the shorefront property.

Pda 502.06 “Commercial use mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a commercial entity for use only by the commercial entity.

Pda 502.07 “Commercial vessel” means:

(a) A commercial fishing vessel or charter boat used primarily for commercial use purposes, which use is verified by a commercial vessel affidavit and the issuance to the vessel owner of a commercial vessel registration by the New Hampshire department of safety; or

(b) A vessel used primarily for commercial use purposes to further the purposes of a water-dependent business.

Pda 502.08 “Commercial vessel affidavit” means the notarized documentation submitted to and accepted by the New Hampshire department of safety pursuant to RSA 270-E:2, II(e).

Pda 502.09 “Condominium” means real property and any interests therein, with frontage located on state tidal waters that has lawfully submitted to regulation as a condominium in accordance with RSA 356-B.

Pda 502.10 “General use mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a member of the general public for use only by the mooring permit holder.

Pda 502.11 “Marina” means a shorefront location including, but not limited to, a boat yard or yacht club, with access to the water and parking, providing anchorage, docks, or moorings and open to the general public.

Pda 502.12 “Mean high-water mark” means “mean high water” as determined by the United States National Geodetic Survey, and indicated on maps of the United States National Geodetic Survey.

Pda 502.13 “Mean low water line” means the “mean low water line” as determined by the United States National Geodetic Survey, and indicated on National Oceanic Atmospheric Administration (NOAA) Coast Survey Charts, United States – East Coast, Maine – New Hampshire, North American Datum of 1983, published by the United States Department of Commerce in 1984.

Pda 502.14 “Moor” means to attach, make fast, or otherwise secure a vessel to a mooring.

Pda 502.15 “Mooring field” means an area or areas within state tidal waters where the chief harbor master or designee has determined that 3 or more moorings can be set.

Pda 502.16 “Mooring location” means the place in state tidal waters where a mooring is set.

Pda 502.17 “Mooring subfield” means an area of a subdivided mooring field, as provided in Pda 509.01.

Pda 502.18 “Nearshore area” means that portion of a mooring field or mooring subfield, as described in (a) or (b) below, whichever is the greater:

(a) The portion within 50 feet of the mean high-water mark; or

(b) The portion from the mean high-water mark to the mean low water line.

Pda 502.19 “Non-revenue mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a state agency as defined in RSA 21-G:5, III, and for which the division waives the mooring permit fee.

Readopt with amendment Pda 502.20, effective 8-20-11 (Document # 9975), to read as follows:

Pda 502.20 “Not-for-profit entity” means any enterprise, whether corporation, partnership, limited liability company, proprietorship, association, business trust, real estate trust, or other form of organization carrying on any activity within the state consistent with the stated purposes of such organization and operating on a nonprofit basis, including, but not limited to, such enterprises as are expressly made exempt from income taxation under the United States Internal Revenue Code as defined in RSA 77-A:1, XX.

Readopt Pda 502.21-502.22, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.21 “Open to the general public” means that any person is allowed the use of facilities with or without the payment of a fee or other consideration, subject to applicable health and safety restrictions.

Pda 502.22 “Pennant” means a line by which a vessel is made fast to a mooring buoy.

Readopt with amendment Pda 502.23, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.23 “Shorefront property”:

(a) Means:

(1) Any property recognized as a legal building lot by a municipality with shore frontage on state tidal waters;

(2) A lot on state tidal waters that is divided by a road so that the buildable portion of the lot is on the opposite side of the road from the state tidal waters or divided by an exclusive right-of-way which has been acquired as a result of an eminent domain proceeding which resulted in the break or loss of property between the property owner’s residence and the portion of the lot with shore frontage; or

(3) A lot of record with shore frontage on state tidal waters; and

(b) Does not include:

(1) A deeded right-of-way;

(2) A right-of-way or right of access granted by lease or any other type of agreement; or

(3) Lots not contiguous to the shore.

Readopt Pda 502.24 – Pda 503.01, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.24 “Shorefront property owner” means an individual, trustee(s) of a trust, business organization, or not-for-profit entity owning shorefront property. This term does not include the individual members, owners, or tenants of a marina, condominium, condominium unit owners’ association, or related associations.

Pda 502.25 “Shorefront property mooring” means a mooring permitted by the division pursuant to Pda 500 within a shorefront property mooring area and owned by a shorefront property owner.

Pda 502.26 “Shorefront property mooring area” means a water surface area relating to the shorefront property of a shorefront property owner, marina, or condominium, determined by extending the side boundary lines of the property owner’s lot, marina’s lot, or condominium’s common area perpendicular to the shoreline into the state tidal waters out to, but not to cross, the channel, or, if there is no channel, to a line midway between the low water mark of the shorefront property and the low water mark of the opposite shore.

Pda 502.27 “Shorefront property mooring location” means the place where a shorefront property mooring is allowed to be set within a shorefront property mooring area.

Pda 502.28 “Temporary seasonal mooring” means a mooring permitted by the division pursuant to Pda 500 between April 1 and March 31 at the location of a general use mooring, shorefront property mooring, or commercial use mooring, which location the permit holder has made available for temporary seasonal use.

Pda 502.29 “Vessel used primarily for commercial use purposes” means a commercial vessel not utilized for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31.

Pda 502.30 “Wait list mooring field, mooring subfield, or nearshore area” means a mooring field, mooring subfield, or nearshore area for which the division has established a mooring wait list in accordance with Pda 509.

Pda 502.31 “Water-dependent business” means a business organization, such as, but not limited to, a restaurant, boat maintenance yard, wholesale or retail fishing business, or marine construction company, seeking a commercial use mooring for the:

- (a) Use of a commercial vessel to further the purposes of the water-dependent business; or
- (b) Temporary use of customers, employees, subcontractors, and others who use the mooring in the course of the business operations of the water-dependent business.

PART Pda 503 MOORING PERMITS REQUIRED; MOORING USE.

Pda 503.01 Mooring Permit Required. No person shall erect, install, maintain, use, have control over, or set a mooring within the state tidal waters unless a complete mooring permit application has been submitted to the division in accordance with Pda 500 and a mooring permit has been issued by the division.

Readopt with amendment Pda 503.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 503.02 Mooring Use: General Terms and Conditions.

- (a) No mooring shall be set in state tidal waters unless permitted in accordance with Pda 500.
- (b) Only one vessel shall be attached to a mooring.
- (c) No vessel shall be attached to a mooring except the vessel for which the permit was approved, unless the vessel attached to the mooring is a dinghy for the permitted vessel.
- (d) No person other than those listed below shall use a mooring:

- (1) The holder of a permit for that specific mooring;
 - (2) The authorized temporary user of a commercial use mooring for which a commercial use mooring permit was issued to a water-dependent business;
 - (3) The renter, lessee, or person otherwise authorized by the holder of a commercial mooring for hire mooring permit to use a specific mooring;
 - (4) The authorized member(s) of a condominium unit owners' association that holds a commercial mooring for hire mooring permit;
 - (5) The tenant or lessee of shorefront property who occupies the property and rents or leases a mooring from the shorefront property owner;
 - (6) The owner or operator of a vessel who has been directed orally, in writing, or by hand signal, by the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master to secure such vessel to a mooring for which the vessel owner does not hold a permit; or
 - (7) Any person whose vessel is in an emergency situation when failure to secure such vessel to such mooring would otherwise present an imminent and substantial hazard to navigation or to the safety of any passenger on such vessel.
- (e) The holder of a commercial use mooring permit shall not rent or lease the mooring. The holder of a commercial use mooring permit that is a water-dependent business as defined in Pda 502.31(b) may allow temporary use of the mooring for business purposes by customers, vendors, or service providers.
- (f) Only an individual shall be the holder of a general use mooring permit.
- (g) The individual whose name appears on a general use mooring permit shall be an owner of the vessel identified in the permit.
- (h) The individual, trust or trustee(s) of the trust, business organization, or not-for-profit entity whose name appears on a shorefront property owner mooring permit shall be an owner of the vessel identified in the permit.
- (i) All moorings shall meet the equipment requirements of Pda 510.
- (j) Moorings shall be located so as not to impede navigation or endanger other vessels.
- (k) All moorings shall be subject to relocation in accordance with Pda 504.02.
- (l) A water-dependent business as defined in Pda 502.31(b) shall maintain, on the premises, records of all persons making temporary use of a mooring for which the **water-dependent** business holds a commercial use permit. These records shall be open to inspection by the division director or designee at any time during regular business hours.
- (m) A marina or condominium unit owners' association shall maintain, on the premises, records of all persons making use of a commercial mooring for hire for which the marina or condominium unit owners' association holds a commercial mooring for hire permit. These records shall be open to inspection by the division director or designee at any time during regular business hours.

(n) A shorefront property owner who holds a permit for a commercial mooring for hire shall maintain records of all lessees occupying the shorefront property who rent or lease the mooring for hire. These records shall be produced for inspection at the division office upon written request sent to the shorefront property owner by the division director, within 10 business days of receipt of the request.

(o) A shorefront property owner may hold only one shorefront property permit for a mooring within the shorefront property owner's shorefront property mooring area dependent upon the person's status as shorefront property owner, and that permit may be a commercial mooring for hire or a shorefront property mooring.

(p) Only one mooring permit under Pda 500 shall be issued for any one vessel, provided that 2 mooring permits may be issued for one vessel if one of the mooring permits is for a mooring location at the Isles of Shoals.

(q) The granting of a mooring permit under Pda 500 shall not constitute authority to secure any mooring or related equipment to any property above the mean high water mark.

Readopt with amendment Pda 504.01, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 504 SETTING OF MOORINGS

Pda 504.01 Determination of Mooring Locations. The chief harbor master or designee shall determine the location of a mooring for which a mooring permit has been issued in accordance with the following criteria and procedures:

(a) The chief harbor master or designee shall consult with the permit holder or the permit holder's representative when the mooring location is being determined;

(b) The permit holder shall provide or arrange for the provision of the necessary mooring equipment and the means to set the mooring; and

(c) The chief harbor master or designee shall designate the location where the mooring is to be set so that:

(1) The mooring does not impede navigation or interfere with other vessels;

(2) The mooring placement accommodates the LOA and draft of the vessel; and

(3) The placement allows, to the extent practicable, the maximum use of the mooring field, mooring subfield, or nearshore area without the relocation of existing moorings.

Readopt Pda 504.02 – Pda 505.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 504.02 Relocation of Moorings.

(a) The chief harbor master or designee shall require the owner of a mooring to relocate a mooring under the following circumstances:

(1) The mooring is required to be relocated under Pda 510.04; or

(2) The chief harbor master or designee determines that the relocation of a mooring is necessary in order to maximize, to the extent practicable, usage of a mooring field, mooring subfield, or nearshore area to allow additional vessel(s) to be moored in the mooring field, mooring subfield, or nearshore area.

(b) The owner of the mooring shall be responsible for the cost of relocating the mooring, except when a relocation is required in order to accommodate another vessel under (a)(2) above. In such a case, the owner(s) of the vessel(s) being accommodated shall be responsible for the cost of relocating the mooring(s). If the owner(s) of the vessel(s) seeking accommodation declines to be responsible for the cost of relocating the mooring(s), the existing mooring(s) shall not be relocated.

PART Pda 505 MOORING PERMITS

Pda 505.01 Types of Mooring Permits. The following types of mooring permits shall be issued under the permit system established in Pda 500:

- (a) General use mooring;
- (b) Shorefront property owner mooring;
- (c) Commercial use mooring;
- (d) Commercial mooring for hire mooring;
- (e) Non-revenue mooring; and
- (f) Temporary seasonal mooring for a:
 - (1) General use mooring; or
 - (2) Commercial use mooring.

Pda 505.02 Granting of Mooring Permits; Duration and Transferability of Permits.

(a) The division director or designee shall grant mooring permits pursuant to Pda 507, except as specified for commercial mooring for hire mooring permits in Pda 506.09(h).

(b) A mooring permit shall be valid for a one-year period from April 1 to March 31 of the following year. All mooring permits issued during the time period from April 1 to March 31 shall expire on March 31.

(c) A mooring permit shall not be transferred to any other person, except as provided in Pda 508.

Readopt with amendment Pda 505.03, effective 8-20-11 (Document # 9975), to read as follows:

Pda 505.03 Determination of Suitability of a Replacement or Modified Existing Vessel for a Permitted Mooring; Modification of Existing Mooring Permit.

(a) A mooring permit holder may seek a preliminary determination from the division of the suitability of a permitted mooring for a replacement vessel to be acquired by the permit holder or for an

existing vessel that the permit holder seeks to modify and that is identified in a valid mooring permit in accordance with the following procedures:

- (1) The mooring permit holder may seek such preliminary determination by providing in writing to the division the information specified in (b)(1)b. or (b)(2) below, as applicable;
- (2) Upon receiving such a request for preliminary determination, the division shall determine if the replacement vessel or the existing vessel after modification would meet the requirements of (c)(1) below, as applicable;
- (3) If the division determines that the vessel to be acquired or modified would meet the requirements of (c)(1) below, the division shall send notice of its preliminary determination in writing to the mooring permit holder;
- (4) The division shall not make any changes to the vessel information on the permit holder's mooring permit until the mooring permit holder has provided the division with the documentation required under (b)(1) below for a replacement vessel or under (b)(2) below for an existing vessel that will be modified; and
- (5) The division shall withdraw its preliminary determination that a mooring would be suitable for a replacement or modified vessel, if the information submitted for the preliminary determination is incorrect or incomplete.

(b) If a mooring permit holder acquires a replacement vessel or modifies an existing vessel identified in a permit as described in (e) below, the mooring permit holder shall, before attaching such replacement or modified vessel to the permitted mooring:

- (1) If the vessel is a replacement vessel:
 - a. Notify the division in writing of the change in vessel;
 - b. Provide for the replacement vessel applicable information required under:
 1. Pda 511.01(b)(8);
 2. Pda 511.02(b)(9);
 3. Pda 511.03(b)(10); or
 4. Pda 511.05(b)(8);
 - c. Send to the division a copy of the replacement vessel registration, if the vessel is required to be registered under New Hampshire law; and
 - d. Send to the division a photograph of the replacement vessel, if the vessel is not required to be registered under New Hampshire law;
- (2) If the existing vessel identified in the permit has been modified as described in (e) below, notify the division in writing of each specific modification made to the vessel; and
- (3) Obtain from the division written confirmation of:

- a. Approval of the use of the mooring for the replacement or modified existing vessel, under (c)(2) below; or
 - b. Satisfaction of the terms of conditional approval for the use of the mooring for the replacement or modified existing vessel, under (c)(3) and (4) below.
- (c) When the division receives a notification pursuant to (b) above, the division shall:
- (1) Determine if the replacement vessel or the modified existing vessel named on the permit can be moored at the permitted location in compliance with the requirements of Pda 504.01(c)(1) and (2);
 - (2) Approve the use of the permitted mooring for the replacement or modified existing vessel and modify the permit to refer to replacement or modified existing vessel, if the division determines that the mooring of the vessel would comply with the provisions cited in (1) above;
 - (3) Conditionally approve the use of the permitted mooring for a replacement or modified existing vessel, if the division determines that the replacement or modified existing vessel would comply with provisions cited in (1) and, in the case of a relocation:
 - a.. The relocation shall not reduce the total number of mooring locations existing within a mooring field, mooring subfield, or nearshore area at the time just prior to the relocation; and
 - b. The holder of the mooring permit sending notification to the division under (b) above shall be responsible for the cost of relocating his or her mooring and for the cost of relocating any other mooring(s) in the mooring field, mooring subfield, or nearshore area which are relocated to accommodate the changed LOA or draft of the replacement or modified existing vessel;
 - (4) After the holder of a mooring permit has received conditional approval under (3) above and the required conditions are met, modify the permit to refer to the replacement or modified existing vessel; and
 - (5) Deny approval of the use of the permitted mooring for the replacement or modified existing vessel, if the division determines that:
 - a. The mooring location does not accommodate the LOA and draft of the replacement or modified existing vessel, and:
 1. It is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area in compliance with Pda 504.01(c)(1) and (2); or
 2. The conditions for the relocation of a mooring under Pda 504.02 have not been met; or
 - b. Mooring the replacement or modified existing vessel at the permitted mooring location would impede navigation or interfere with other vessel(s) and;

1. It is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area in compliance with Pda 504.01(c)(1) and (2); or
2. The conditions for the relocation of a mooring under Pda 504.02 have not been met.

(d) If the division approves the modification of an existing permit under (c)(2) or (c)(4) above, the division shall issue a modified permit to the permit holder, provided that the holder of the mooring permit shall pay to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit exceeds the permit fee paid for the original permit. The expiration date of the modified permit shall be the same as the originally issued permit. Upon expiration of the modified permit, the permit holder may seek reissuance of the permit in accordance with Pda 506.04.

(e) Modification of an existing vessel shall consist of any change that affects vessel information for an existing vessel as described in:

- (1) Pda 511.01(b)(8);
- (2) Pda 511.02(b)(9);
- (3) Pda 511.03(b)(10); or
- (4) Pda 511.05(b)(8).

Readopt with amendment Pda 505.04, effective 8-20-11 (Document # 9975), to read as follows:

Pda 505.04 Updating Certain Information in a Mooring Permit. In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 business days of the change, of any changes to information in the permit relating to:

(a) An applicant's name, address, telephone number, or contact person as described in:

- (1) Pda 511.01(b)(1)-(6);
- (2) Pda 511.02(b)(1)-(7);
- (3) Pda 511.03(b)(1)-(4), (6), (8)-(9);
- (4) Pda 511.04(b)(1)-(4), (7)-(9); or
- (5) Pda 511.05(b)(1)-(5), (7);

(b) Type of business organization as described in Pda 511.03(b)(7); or

(c) Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).

Readopt Pda 506.01-Pda 506.03, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 506 MOORING PERMIT APPLICATIONS; PROCESSING OF INITIAL APPLICATIONS
AND APPLICATIONS FOR EXISTING MOORINGS

Pda 506.01 Mooring Permit Initial Applications: When Fee Returned. Each person seeking to set a mooring within the state tidal waters shall submit a completed initial mooring application and permit form in accordance with Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10. If the division determines that there are no mooring locations available in the mooring field, mooring subfield, nearshore area, or at the location requested by the applicant, the division shall return the applicant's initial application and permit form and mooring permit application fee, and the applicant may file a mooring wait list application in accordance with Pda 509 for a mooring field, mooring subfield, or nearshore area. An application for a mooring at a mooring location not previously permitted may be filed at any time.

Pda 506.02 Types of Mooring Permit Applications.

(a) General use mooring permit applications shall be used by general use and temporary seasonal general use mooring permit applicants.

(b) Shorefront property owner mooring permit applications shall be used by shorefront property mooring permit applicants.

(c) Commercial use mooring permit applications shall be used by commercial use and temporary seasonal commercial use mooring permit applicants.

(d) Commercial mooring for hire mooring permit applications shall be used by commercial mooring for hire mooring permit applicants.

(e) Non-revenue mooring permit applications shall be used by state agencies.

Pda 506.03 Processing of Mooring Permit Applications. The division shall record the date and time of receipt of each completed mooring permit application on the application.

Readopt with amendment Pda 506.04 – Pda 506.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.04 Mooring Permit Applications for Existing Moorings.

(a) Except as provided in (f) and g below, no later than January 15 of each year, the division shall mail mooring permit applications to current mooring permit holders. The division shall pre-enter all of the permit holder's information on the permit application relating to the applicant and the vessel, as provided on the applicant's current permit, except the date the applicant is required to specify when signing the application.

(b) Applications shall be mailed to the permit holder at the address specified by the permit holder on the mooring permit then in effect, or, if none is specified, to the permit holder's permanent address.

(c) A mooring permit holder shall only be able to reapply for a mooring permit by submitting an application for the same type of mooring permit currently held, except that, if eligible:

(1) A shorefront property mooring permit holder may submit a permit application for a commercial use or commercial mooring for hire mooring permit as described in Pda 502.07(b);

(2) A shorefront property owner holding a commercial mooring for hire mooring permit as described in Pda 502.07(b) may submit a permit application for a shorefront property mooring

permit; and

(3) A general use, shorefront property, or commercial use mooring permit holder may notify the division in writing at the time of a mooring permit reapplication that the:

a. Mooring permit holder will not be using his or her mooring location between April 1 and March 31 of the following year; and

b. Mooring location is available for use as a temporary seasonal mooring pursuant to Pda 506.11.

(d) Any applicant filing a mooring permit application in accordance with this section shall return a completed application with the required information and documentation for the type of mooring applied for as specified in Pda 511, and the permit fee, to the division's office no later than March 1. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pda 507, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after March 1. An applicant who fails to comply with the March 1 deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 506.01, including possible placement on a wait list under Pda 509, unless the reason for the late application was one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. If the applicant fails to comply with the March 1 deadline or the late application deadline for one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. and wishes to appeal the permit denial to the authority under Pda 514.06, the applicant shall first file his or her application for reconsideration with the division director under Pda 514.03.

(e) If an application is in compliance with Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10, as appropriate, and the division grants a permit under Pda 507, the division shall mail, by first class mail, a photocopy of the permit to the mooring permit applicant within 10 business days of permit issuance. The mailing shall be sent to the mooring permit applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(f) When a current mooring permit holder makes a mooring location available for a temporary seasonal mooring under (c)(3) above, the permit shall remain valid, provided that the permit holder continues to own the vessel named in the permit or complies with Pda 505.03 if the vessel named in the permit is modified or replaced.

(g) A general use mooring permit holder may submit an application to change the category of his or her existing mooring to commercial at any time during the permit year provided he or she meets all of the commercial mooring application requirements contained within Pda 506.08.

Pda 506.05 Mooring Permit Application: Alteration of Information Relating to Vessel Prohibited; Correction of Certain Incorrect Pre-entered Information.

(a) When a current mooring permit holder makes an application for a mooring permit pursuant to Pda 506.04, the applicant shall not alter information pre-entered on the application by the division relating to the vessel. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall comply with the requirements of Pda 505.03.

(b) If any pre-entered information as specified in (c) below is incorrect, the applicant shall make the

necessary correction(s) on the application form. The applicant shall return the signed and completed application, the permit fee, and the vessel registration, on or before the deadline specified in Pda 506.04. All applications pursuant to Pda 506.04 shall be returned to the division on or before the deadline specified in Pda 506.04.

(c) The applicant shall correct, on the application form, any incorrect information relating to the following:

- (1) Any typographical or apparent clerical error, provided that no change to vessel information shall be considered correction of a typographical or clerical error;
- (2) An applicant's name, address, telephone number, or contact person as described in:
 - a. Pda 511.01(b)(1)-(6);
 - b. Pda 511.02(b)(1)-(7);
 - c. Pda 511.03(b)(1)-(4), (6), (8)-(9);
 - d. Pda 511.04(b)(1)-(4), (7)-(9); or
 - e. Pda 511.05(b)(1)-(5), (7);
- (3) Type of business organization as described in Pda 511.03(b)(7); or
- (4) Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).

Readopt Pda 506.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.06 General Use Mooring Permit: Application Requirements: Processing.

(a) An applicant for a general use mooring permit or temporary seasonal general use mooring permit as provided in Pda 506.11(e)(1) shall obtain a general use mooring application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

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

(b) The applicant shall provide the information and certifications required on the general use mooring permit form, as provided in Pda 511.01(b) and (d).

(c) The applicant shall attach to the application:

- (1) If the vessel is not required to be registered under New Hampshire law, a photograph of the

vessel; and

(2) Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The applicant shall:

(1) Sign and certify the mooring application form; and

(2) Return the application form with the attachments specified in (c) above.

(e) Upon receipt of an application for a general use mooring permit by the division, the chief harbor master or designee shall verify that:

(1) The applicant has provided all applicable information requested on the application;

(2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;

(3) A photocopy of the current New Hampshire state registration is attached to the application unless the vessel is not required to be registered under New Hampshire law;

(4) A photograph of the vessel is attached to the application, if the vessel is not required to be registered under New Hampshire law;

(5) The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;

(6) That there is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the applicant's vessel;

(7) The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(8) There is no reason to deny the application under Pda 507.02; and

(9) The applicant has signed and certified the application.

(f) Within 30 business days of receipt of an application for a general use mooring permit by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(g) If the applicant is granted a general use mooring permit under Pda 507, and meets the requirements of (e) above, the chief harbor master or designee shall:

(1) Record the permit number on the permit;

- (2) Assign the mooring location;
- (3) Sign and date the permit; and
- (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt with amendment Pda 506.07 and Pda 506.08, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.07 Shorefront Property Mooring Permits.

(a) An applicant for a shorefront property mooring permit shall obtain a shorefront property mooring application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

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

(b) The applicant shall provide the information and certifications required on the shorefront property mooring permit form, as provided in Pda 511.02(b) and (e), and, if a reapplicant, as provided in Pda 511.02(f).

(c) For an initial application for a shorefront property mooring, the applicant shall attach to the application:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) A copy of the deed for the shorefront property, from the appropriate county registry of deeds, containing the book and page number for the recorded deed;
- (4) A copy of the most recent property tax bill for the shorefront property;
- (5) A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
- (6) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and
- (7) Payment of the mooring permit fee, provided that fees paid in the form of a check or a

money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”

(d) An applicant who is reapplying for an existing shorefront property mooring under Pda 506.04 shall attach to the application:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) A copy of the most recent property tax bill for the shorefront property;
- (4) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and
- (5) Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”

(e) If the applicant is a trust, business organization, or not-for-profit entity, the mooring permit application shall be signed and certified by a duly authorized trustee, officer, partner, manager, proprietor or member of such trust, business organization, or not-for-profit entity, as applicable.

(f) If the applicant is an individual, the applicant shall sign and certify the mooring permit application form.

(g) Upon receipt of an application for a shorefront property mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation requested on the application under Pda 511.02;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) The following are attached to the application:
 - a. A photocopy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
 - b. A photograph of the vessel, if the vessel is not required to be registered under New Hampshire law;
 - c. A photocopy of the deed for the shorefront property, if applicable, from the appropriate county registry of deeds, containing the book and page number for the recorded deed;
 - d. A photocopy of the most recent property tax bill for the shorefront property;

- e. A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number, if applicable; and
 - f. If the applicant is a trust, business organization, or not-for-profit entity, the documentation required under Pda 511.02(c)(6), (7), and (8), as applicable;
- (4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;
 - (5) There is a mooring location within the shorefront property mooring area sufficient to accommodate the applicant's vessel;
 - (6) The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
 - (7) There is no reason to deny the application under Pda 507.02; and
 - (8) The applicant has signed and certified the application.
- (h) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.
- (i) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (g) above, the chief harbor master or designee shall:
- (1) Record the permit number on the permit;
 - (2) Assign the mooring location;
 - (3) Sign and date the permit; and
 - (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.
- (j) Marinas, condominiums, condominium unit owners' associations, or any of their individual members, owners, tenants, or related associations shall not be eligible to apply under Pda 500 for a shorefront property mooring.
- (k) Only one shorefront property mooring permit shall be granted for each parcel of shorefront property.

Pda 506.08 Commercial Use Mooring Permit: Application Requirements: Processing.

(a) An applicant for a commercial use mooring permit or temporary seasonal commercial use mooring permit as provided in Pda 506.11(e)(2) shall:

- (1) Obtain a commercial use mooring permit application form:

a. In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

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

(2) Provide the information and certifications required on the commercial use mooring application form, as provided in Pda 511.03(b) and (d); and

(3) Attach to the application the following:

a. Documentation relating to the business organization as required under Pda 511.03(c)(2)-(5), as applicable; and

b. Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH”.

(b) If the applicant is engaged in commercial fishing, the applicant shall attach to the application:

(1) A photocopy of the New Hampshire fish and game saltwater fishing license or New Hampshire fish and game commercial lobster license of the applicant or, if the applicant is a business entity, of at least one officer or one member of the business entity; and

(2) Documentary evidence of the commercial sales of marine species for the prior calendar year, unless the business is starting up in the year of application.

(c) If the applicant operates a charter boat, the applicant shall attach to the application:

(1) A photocopy of the US Coast Guard Captain’s license of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity, for the type and size of vessel of the applicant;

(2) A minimum of 2 items of business identification from the following list:

a. A business brochure;

b. A photocopy of the passenger manifest or log book for the most recent month of business operations within the last 12 months prior to the application;

c. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

d. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or
2. A letter from an officer of the association attesting to the current membership of the applicant in the association.

(d) If the applicant is a water-dependent business, as defined in Pda 502.31 the applicant shall attach to the application:

(1) A minimum of 2 items of business identification from the following list:

- a. A business brochure;
- b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and
- c. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 1. A current membership card; or
 2. A letter from an officer of the association attesting to the current membership of the applicant in the association;

(2) An explanation of how the mooring is used to further the purposes of the water-dependent business as defined in Pda 502.31 (a) or (b), as applicable.

(e) If the applicant business organization is a business entity other than a sole proprietorship or partnership, the application shall be:

- (1) Signed and certified by a duly authorized officer or member of such business entity; and
- (2) Returned with the attachments specified in (a)(3), (b), (c), and (d), above.

(f) If the applicant business organization is a sole proprietorship or partnership, the applicant shall:

- (1) Sign and certify the mooring application form; and
- (2) Return the application form with the attachments specified in (a)(3), (b), (c), and (d) above.

(g) Upon receipt of an application for a commercial use mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation required under Pda 511.03;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) A copy of the current New Hampshire commercial vessel state registration is attached to the application;

(4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application;

(5) There is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the applicant's vessel;

(6) The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(7) The applicant has provided proof of bona fide commercial activity under (b), (c), or (d) above;

(8) There is no reason to deny the application under Pda 507.02; and

(9) The applicant has signed and certified the application.

(h) Within 30 business days of receipt of an application for a commercial use mooring permit by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(i) If the applicant is granted a commercial use mooring permit under Pda 507, and meets the requirements of (g) above, the chief harbor master or designee shall:

(1) Record the permit number on the permit;

(2) Assign the mooring location;

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt Pda 506.09, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.09 Commercial Mooring For Hire Mooring Permit; Application Requirements; Processing.

(a) An applicant for a commercial mooring for hire mooring permit shall obtain a commercial mooring for hire mooring permit application form:

(1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street

Portsmouth, NH 03801

(b) The applicant shall provide the information and certification required on the commercial mooring for hire mooring permit application form, as provided in Pda 511.04(b) and (d) and, if a shorefront property owner reapplicant, as provided in Pda 511.04(e). If the applicant is a marina or condominium unit owners' association, the application may be for a collective mooring area with one or more proposed mooring locations or for an individual mooring not contained in a plan for a collective mooring area. If the applicant is a shorefront property owner, the application shall only be for one individual mooring within the shorefront property owner's shorefront property mooring area.

(c) The applicant shall attach:

(1) Documentation relating to the entity as required under Pda 511.04(c)(1)-(6), as applicable; and

(2) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) If a marina, the applicant shall attach to the application:

(1) Documentation that demonstrates that the applicant meets the definition of a marina, such as, but not limited to, the following:

a. A business brochure or a photograph of signage relating to the marina;

b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; or

c. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or

2. A letter from an officer of the association attesting to the current membership of the applicant in the association; and

(2) An explanation of how the commercial mooring(s) for hire is used to further the purposes of the business.

(e) The applicant, or its duly authorized officer or member, shall:

(1) Sign and certify the mooring application form; and

(2) Return the application form with the attachments specified in (c) and (d) above, as applicable.

(f) Upon receipt of an application for a commercial mooring for hire by the division, the chief harbor master or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required on the

application;

(2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;

(3) If the application is for a single commercial mooring for hire, that there is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the maximum LOA as specified in the application;

(4) If the application is for a collective mooring area, that there is one or more mooring locations within the mooring field, mooring subfield, or nearshore area for which application is made, sufficient to accommodate the maximum LOA(s) as specified in the application;

(5) The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(6) The applicant, if a marina, has provided proof of bona fide commercial activity under (d) above;

(7) There is no reason to deny the application under Pda 507.02; and

(8) The applicant has signed and certified the application.

(g) Upon verification of the information in (f) above, the chief harbor master or designee shall forward the application to the division director.

(h) The division director shall review the application and prepare a report that includes a summary of the application and a recommendation for approval or denial. If the application is for a collective mooring area, the director shall review and make a recommendation for each mooring location proposed on the plan. The director's report shall be forwarded to the authority for approval or denial of the application. The authority shall approve or deny the application in accordance with the criteria in Pda 507.02.

(i) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (f) above, the chief harbor master or designee shall, for each individual mooring and for each mooring in a collective mooring area:

(1) Record the permit number on the permit;

(2) Assign the mooring location;

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt with amendment Pda 506.10, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.10 Non-Revenue Mooring Permits: Waiver of Fees.

(a) An applicant for a non-revenue mooring permit shall obtain a non-revenue mooring application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

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

(b) The applicant shall provide the information and certification required on the non-revenue mooring permit form for each mooring field, mooring subfield, nearshore area, or mooring location, as provided in Pda 511.05(b) and (d).

(c) The applicant shall attach to the application:

- (1) A copy of the current New Hampshire state registration(s) for the vessel(s) listed on the mooring permit application; and
- (2) The request for a non-revenue mooring as described in (h) below.

(d) The applicant shall:

- (1) Sign and certify the mooring application form; and
- (2) Return the application form with the attachments specified in (c) above.

(e) Upon receipt of an application for a non-revenue mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information requested on the application;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) A photocopy of the current New Hampshire state registration(s) is attached to the application;
- (4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application;
- (5) There is a mooring location(s) within the mooring field, mooring subfield, or nearshore area or at the location(s) for which application is made, sufficient to accommodate the applicant's vessel(s);
- (6) There is no reason to deny the application under Pda 507.02; and

(7) The applicant has signed and certified the application.

(f) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(g) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (e) above and (h) and (i) below, the chief harbor master or designee shall:

(1) Record the permit number(s) on the permit(s);

(2) Assign the mooring location(s);

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(h) In addition to the application, the applicant shall submit a written request to the division. There shall be a separate written request for each mooring field, mooring subfield, nearshore area, or location for which a mooring(s) is requested.

(i) The request submitted pursuant to (h) above shall, at a minimum, include:

(1) The location(s) of the non-revenue mooring or the mooring field, mooring subfield, or nearshore area in which the non-revenue mooring(s) is to be located;

(2) The reason(s) a non-revenue mooring(s) is needed;

(3) The number of non-revenue mooring(s) requested;

(4) The length of time the mooring(s) is needed; and

(5) The LOA and draft of the vessel(s) to be moored.

(j) The request for a non-revenue mooring shall be directly related to the state agency's statutory duties or responsibilities.

(k) A non-revenue mooring permit shall be issued for a period of no more than one year. Waiver(s) of mooring fees shall be automatically reconsidered annually for applicants under this section only upon receipt by the division of a non-revenue mooring application and the review of a non-revenue mooring request containing the information required in (i)(1)-(5).

Readopt Pda 506.11, Pda 507.01, and Pda 507.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.11 Temporary Seasonal Mooring Permit: Application Requirements: Processing.

(a) If a general use mooring permit holder or a shorefront property mooring permit holder makes the mooring location available for use as a temporary seasonal mooring, the permit holder shall notify the division in writing prior to March 1. The chief harbor master or designee shall follow the wait list

procedures in Pda 509.06(b) to determine if any person on the wait list wishes to apply for a temporary seasonal mooring permit at the mooring location.

(b) If a commercial use mooring permit holder makes the mooring location available for use as a temporary seasonal mooring, the permit holder shall notify the division in writing prior to March 1. The chief harbor master or designee shall follow the wait list procedures in Pda 509.06(c) to determine if any person on the wait list wishes to apply for a temporary seasonal mooring permit at the mooring location, provided that only a party engaged in bona fide commercial activity as provided in Pda 506.08(b), (c), or (d) shall qualify for a temporary seasonal mooring at the mooring location.

(c) The chief harbor master or designee shall notify the person highest on the wait list contacted under (a) or (b) above who expresses a timely interest in obtaining a temporary seasonal mooring permit that the person may file a temporary seasonal mooring application for the available mooring location. At the same time, the chief harbor master or designee shall provide the person with contact information of the person whose mooring equipment is in place at the mooring location.

(d) Within 10 business days of the notification under (c) above, a temporary seasonal mooring permit applicant shall complete a temporary seasonal mooring permit application.

(e) An applicant for a temporary seasonal mooring permit for a:

(1) General use mooring shall make an application for a temporary seasonal general use mooring in accordance with Pda 506.06(a)-(d); and

(2) Commercial use mooring shall make an application for a temporary seasonal commercial use mooring, in accordance with Pda 506.08(a)-(f).

(f) Upon receipt by the division of a temporary seasonal mooring permit application form for a:

(1) Temporary seasonal general use mooring permit, the chief harbor master or designee shall verify that:

a. The applicant has provided all applicable information requested on the application;

b. A photocopy of the current New Hampshire state registration is attached to the application unless the vessel is not required to be registered under New Hampshire law;

c. A photograph of the vessel is attached to the application, if the vessel is not required to be registered under New Hampshire law;

d. The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;

e. The mooring location is sufficient to accommodate the applicant's vessel;

f. The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

g. There is no reason to deny the application under Pda 507.02; and

h. The applicant has signed and certified the application; and

(2) Temporary seasonal commercial use mooring permit, the chief harbor master or designee shall verify that:

a. The applicant has provided all applicable information and documentation required on the application;

b. A copy of the current New Hampshire commercial vessel state registration is attached to the application;

c. The vessel information on the New Hampshire state registration is the same vessel information provided on the application;

d. The mooring location is sufficient to accommodate the applicant's vessel;

e. The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

f. The applicant has provided proof of bona fide commercial activity under (b) above;

g. There is no reason to deny the application under Pda 507.02; and

h. The applicant has signed and certified the application.

(g) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(h) If the applicant is granted a temporary seasonal mooring permit under Pda 507, and meets the requirements of (f) above, the chief harbor master or designee shall:

(1) Record the permit number on the permit;

(2) Assign the mooring location;

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(i) If a temporary seasonal mooring permit is granted pursuant to Pda 507 between April 1 and September 30, and the temporary seasonal mooring permit holder supplies his or her own mooring equipment, the permit holder shall have 30 business days from the date of issuance of the mooring permit to set the mooring equipment in accordance with Pda 510.

(j) A mooring permit holder who has made a mooring location available for use as a temporary seasonal mooring shall:

(1) Not use the mooring during the time period covered by the temporary mooring permit; and

- (2) Be able to make the mooring location available for use as a temporary seasonal mooring again only after at least one mooring season has elapsed after the mooring's use as a temporary seasonal mooring location.

PART Pda 507 GRANT OR DENIAL OF MOORING APPLICATIONS; REVOCATION OF PERMITS; HEARINGS

Pda 507.01 Granting of Mooring Applications: Priority.

(a) If a wait list exists for the mooring field, mooring subfield, or nearshore area for which a mooring permit application is received, the division shall place a mooring permit applicant on a mooring wait list, as provided in Pda 509.

(b) If no wait list exists for the mooring location for which a mooring permit application is made under Pda 506.01, a mooring permit shall be granted to an applicant if:

- (1) The division determines that the applicant meets the requirements for the mooring permit for which the applicant applied under Pda 506;
- (2) There is a mooring location available in the requested mooring field, mooring subfield, or nearshore area or in the requested location that is suited to the LOA and draft of the vessel;
- (3) The division has not denied the application under Pda 507.02; and
- (4) The applicant's application is the earliest complete mooring application received by the division for the requested mooring field, mooring subfield, nearshore area, or mooring location, if more than one application for the mooring field, mooring subfield, nearshore area, or mooring location was received by the division.

Pda 507.02 Reasons for Denial of Application.

(a) The director shall deny a mooring permit application if:

- (1) The division has not received the completed application, required documentation, and permit fee by the deadline specified in Pda 506.04;
- (2) The applicant has altered any information pre-entered by the division, as prohibited under Pda 506.05;
- (3) There is no available space in the requested mooring field, mooring subfield, or nearshore area;
- (4) There is no mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location for the applicant's vessel in compliance with Pda 504.01(c)(1) and (2);
- (5) The applicant has not included the required mooring permit fee or, if applicable, late application fee;

(6) The vessel cannot be provided with a mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location without interfering with or impeding navigation, thus constituting a hazard to public safety;

(7) The division determines that the water depth, shoreline configuration, wind exposure, domestic water use in the area, or other environmental conditions and effects are such that the vessel cannot be moored in a mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location;

(8) The mooring cannot be located in the requested mooring field, mooring subfield, or nearshore area or at the requested location without unreasonably interfering with recreational uses of the water and adjacent land as described in (b) below;

(9) The applicant has not provided the required information and documentation under Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10, for the type of permit applied for;

(10) The applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required under Pda 506;

(11) The applicant has failed to:

a. Timely pay any fees or other costs due to the authority or the division under RSA 12-G:42-53 or rules adopted thereunder, and such fees or other costs remain due and payable at the time the application is filed;

b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a, and such fine or fines remain due and payable at the time the application is filed; or

c. Obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master, and full compliance with such lawful order remains outstanding at the time the application is filed; or

(12) The applicant has submitted an application containing false certifications.

(b) For the purposes of (a)(8) above, a mooring location shall be considered an unreasonable interference if it would:

(1) Interfere with a shorefront property abutter's use of the water in front of his or her property;

(2) Pose a safety hazard to users of the state tidal waters; or

(3) Creates any other interference that would constitute a hazard or nuisance.

Readopt with amendment Pda 507.03, effective 8-20-11 (Document # 9975), to read as follows:

Pda 507.03 Revocation of Mooring Permit.

(a) The director, after notice and an opportunity for a hearing, shall revoke a mooring permit for any of the following reasons:

- (1) The location of the mooring interferes with or impedes navigation, thus constituting a hazard to public safety, and it is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area or near the requested location so as to remove the hazard;
- (2) A shorefront property owner who applied for and received a shorefront property mooring permit or a commercial mooring for hire mooring permit has subsequently sold the shorefront property;
- (3) The mooring was transferred for any reason other than the reasons allowed in Pda 508;
- (4) The applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required under Pda 506;
- (5) The applicant has submitted an application containing false certifications;
- (6) The division determines that the water depth, shoreline configuration, wind exposure, domestic water use in the area, or other environmental conditions and effects are such that the location is no longer appropriate for moorings and it is not possible to relocate the mooring so as to avoid the problem;
- (7) The mooring is located in the mooring field, mooring subfield, or nearshore area or at the requested location in a manner causing unreasonable interference with recreational uses of the water and adjacent land as described in (b) below, and it is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area or near the requested location so as to avoid the interference;
- (8) The permit holder obtains a different vessel or modifies an existing vessel and fails to comply with Pda 505.03 before attaching the different or modified vessel to the permit holder's mooring;
- (9) The permit holder failed to install a mooring buoy within the time period required under Pda 510.01;
- (10) The permit holder failed to obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master;
- (11) The permit holder violated any provision of:
 - a. RSA 12-G; or
 - b. Any rule adopted by the authority under RSA 12-G;
- (12) The permit holder made any change in the mooring location without prior written authorization from the division;
- (13) The permit holder ceases to have any ownership interest in the vessel identified in the permit holder's permit;
- (14) The permit holder failed to pay any fines or costs assessed under RSA 12-G relating to vessels or moorings;

(15) The permit holder failed to mark the mooring buoy in accordance with Pda 510.02;

(16) The permit holder returned the permit to the division in accordance with Pda 507.05;

(17) The permit holder did not provide the written notification to the division required under Pda 507.05(a); or

(18) The permit holder is convicted of a crime in any jurisdiction in which the mooring was used in the furtherance of criminal activity.

(b) For the purposes of (a)(7) above, a mooring location shall be considered an unreasonable interference if it:

(1) Interferes with a shorefront property abutter's use of the water in front of his or her property;

(2) Poses a safety hazard to users of the state tidal waters; or

(3) Creates any other interference that would constitute a hazard or nuisance.

Readopt Pda 507.04- Pda 507.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 507.04 Hearings; Notice of Denial.

(a) Any hearing required pursuant to Pda 507.03(a) shall be held by the director or designee.

(b) If a mooring permit is denied, or revoked under Pda 507.03 after notice and opportunity for a hearing, notice of the denial or revocation and the reason(s) therefore shall be sent to the applicant in writing within 10 business days of the decision.

Pda 507.05 Written Notification and Return of Permit Required in Certain Circumstances.

(a) A mooring permit holder shall provide written notification to the division within 15 business days of:

(1) The sale or other disposition of the vessel for which the permit has been issued;

(2) The sale of the shorefront property used to qualify for a shorefront property mooring permit;

(3) The sale of the shorefront property used to qualify for a commercial mooring for hire mooring permit as described in Pda 502.05(b); or

(4) The mooring permit holder's not requiring the mooring for any reason.

(b) A person required under (a)(1) or (4) above to provide written notification to the division shall return the permit to the division within 15 business days of the event requiring notification under (a)(1) or (4) above.

(c) A person required under (a)(2) and (3) above to provide written notification to the division shall return the permit to the division within 30 business days of the sale of the qualifying shorefront property.

(d) A new mooring permit shall not be issued to the mooring permit holder within the period of time covered by the permit required to be returned, if the holder fails to return the permit as required under (a) above.

Pda 507.06 Removal of Equipment When Permit Revoked.

(a) When a mooring permit is revoked, the owner of the mooring shall remove the block and tackle or other mooring equipment pursuant to Pda 510.07.

(b) If the owner of the mooring fails to remove the block and tackle or other mooring equipment within the time required under Pda 510.07, the division shall cause the block and tackle or other mooring equipment to be removed in accordance with Pda 510.08, at the expense of the owner.

Readopt with amendments Pda 508.01 and Pda 508.02, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 508 TRANSFER OF MOORING PERMITS

Pda 508.01 Transfer of Commercial Use Mooring Permits.

(a) A commercial vessel owner may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business, including the vessel for which the commercial use mooring permit(s) was issued by the division, is sold or under a contract of sale, subject to:

(1) The buyer's submitting an application for a commercial use mooring permit for the same type of business or another type of business that would qualify for a commercial use mooring permit and all applicable documentation;

(2) Payment of the commercial use mooring permit transfer fee for transfers pursuant to Pda 508.01(a), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(b) The owner of a water-dependent business as described in Pda 502.31(b) may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business is sold or under contract of sale, subject to:

(1) The buyer's submitting an application for a commercial use mooring permit for a water-dependent business as described in Pda 502.31(b) and all applicable documentation;

(2) Payment of the commercial use water dependent business mooring permit transfer fee for transfers pursuant to Pda 508.01(b), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(c) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

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

(d) If a holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse.

Pda 508.02 Transfer of Commercial Mooring for Hire Mooring Permit.

(a) A holder of a commercial mooring for hire mooring permit may transfer his or her commercial mooring for hire mooring permit(s) to a new owner if the permit holder's business is sold or transferred, subject to:

- (1) The buyer's submitting an application for a commercial mooring for hire mooring permit and all applicable documentation;
- (2) Payment of the commercial mooring for hire mooring permit transfer fee for transfers pursuant to Pda 508.02, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or PDA-DPH;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial mooring for hire mooring permit.

(b) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

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

(c) If the holder of a commercial mooring for hire mooring permit ceases operation of the business for which the permit was issued, the permit shall lapse.

(d) If a shorefront property owner holding a commercial mooring for hire mooring permit as described in Pda 502.05(b) sells the shorefront property, the commercial mooring for hire mooring permit shall not be transferable under this section to the new owner of the property, but the new property owner may apply for either a shorefront property mooring permit or a commercial mooring for hire mooring permit in accordance with Pda 509.05(d).

Readopt Pda 508.03, effective 8-19-16 (Document # 11160), to read as follows:

Pda 508.03 Transfer of General Use, Shorefront Property Owner, Commercial Use, or Commercial Mooring for Hire Mooring Permit to Surviving Spouse.

(a) If a vessel is owned by spouses jointly with right of survivorship and passes to a surviving spouse as a result of death, and the spouse whose name appears on a general use, shorefront property, or commercial use mooring permit, or on a commercial mooring for hire mooring permit held by a shorefront

property owner as described in Pda 502.05(b) and granted by the division, dies during the term of the permit, the division shall transfer the permit to the name of the surviving spouse if the conditions under (c) below are met.

(b) If ownership of a vessel previously owned by a deceased spouse whose name appears on a general use, shorefront property, or commercial use mooring permit, or on a commercial mooring for hire mooring permit held by a shorefront property owner as described in Pda 502.05(b) and granted by the division, passes by will or in accordance with the laws of intestacy to a surviving spouse, the division shall transfer the permit to the name of the surviving spouse if the conditions under (c) below are met.

(c) The surviving spouse shall present a written request for transfer under this section to the division at the time that an application for an existing mooring permit under Pda 506.04 is filed with the division, on or before the March 1 deadline. If the death occurred within 10 days before the March 1 deadline and the surviving spouse submits the request within 10 business days after March 1, the surviving spouse shall pay only the mooring permit application fee and no late fee.

(d) The surviving spouse shall provide the following documentation at the time of filing:

- (1) The death certificate of the deceased spouse;
- (2) Proof that the vessel was owned jointly by the spouses, if the vessel was owned jointly with right of survivorship; and
- (3) Either:
 - a. A copy of the decree of the probate court granting ownership of the vessel to the surviving spouse, if the ownership of the vessel passed to the surviving spouse by will or in accordance with the laws of intestacy; or
 - b. Evidence that the estate of the deceased spouse is in probate and that the ownership of the vessel will pass to the surviving spouse by will or in accordance with the laws of intestacy.

Readopt with amendment Pda 509.01, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 509 MOORING WAIT LISTS

Pda 509.01 Mooring Wait Lists.

(a) When the division determines that a mooring field, mooring subfield, or nearshore area is at capacity, the division shall establish and maintain a mooring wait list for each mooring field, mooring subfield, or nearshore area.

(b) Mooring wait lists shall be established for mooring fields, subfields, and nearshore areas in the following areas:

- (1) Cocheco River;
- (2) Cocheco River nearshore area;

- (3) Exeter Town Landing;
- (4) Exeter Town Landing nearshore area;
- (5) Portsmouth Harbor, including the following subfields:
 - a. Goat Island;
 - b. Goat Island nearshore area;
 - c. Goat Island Back Channel;
 - d. Goat Island Back Channel nearshore area;
 - e. Hart's Cove;
 - f. Hart's Cove nearshore area;
 - g. Peirce Island;
 - h. Peirce Island nearshore area;
 - i. Peirce Island Back Channel;
 - j. Peirce Island Back Channel nearshore area;
 - k. Portsmouth North Mill Pond;
 - l. Portsmouth North Mill Pond nearshore area;
 - m. Portsmouth Yacht Club area;
 - n. Portsmouth Yacht Club nearshore area;
 - o. Outer Cutts Cove; and
 - p. Outer Cutts Cove nearshore area;
- (6) Great Bay;
- (7) Great Bay nearshore area;
- (8) Hampton, including the following subfields;
 - a. Area 1, in the vicinity of the boat ramp at Hampton Harbor Marine Facility;
 - b. Area 1-A, the nearshore area of area 1 subfield of Hampton;
 - c. Area 2, extending north-west from area 1, in the tidal flats up to the area known as the Willows;

- d. Area 2-A, the nearshore area of area 2 subfield of Hampton;
 - e. Area 3, in the Hampton River in the vicinity of Blind Creek and Tide Mill Creek, north-west of area 2;
 - f. Area 3-A, the nearshore area of area 3 subfield of Hampton;
 - g. Area 4, in the Hampton River, north of area 3, by Nudds Canal;
 - h. Area 4-A, the nearshore area of area 4 subfield of Hampton;
 - i. Area 5, north of Great Boars Head on the oceanfront, in the vicinity of North Beach and Plaice Cove; and
 - j. Area 5-A, the nearshore area of area 5 subfield of Hampton;
- (9) Gosport Harbor;
- (10) Gosport Harbor nearshore area;
- (11) Lamprey River;
- (12) Lamprey River nearshore area;
- (13) Little Bay, including the following subfields;
- a. Area 1, in the vicinity of Upper Fox Point, just south of Fox Point;
 - b. Area 1-A, the nearshore area of area 1 subfield of Little Bay;
 - c. Area 2, the Fox Point area, east of Fox Point;
 - d. Area 2-A, the nearshore area of area 2 subfield of Little Bay;
 - e. Area 3, the Adams Point area, extending $\frac{1}{4}$ mile north of Adams Point;
 - f. Area 3-A, the nearshore area of area 3 subfield of Little Bay;
 - g. Area 4, the Scammel Bridge area, immediately adjacent to and south of the Scammel Bridge and including the area around Cedar Point on the west and extending to Boston Harbor Road to the east; and
 - h. Area 4-A, the nearshore area of area 4 subfield of Little Bay;
- (14) Little Harbour;
- (15) Little Harbour nearshore area;
- (16) Newfields Town Landing;
- (17) Newfield Town Landing nearshore area;

- (18) Oyster River;
- (19) Oyster River nearshore area;
- (20) The following Piscataqua River areas:
 - a. Newington Town Landing/Patterson Lane;
 - b. Newington Town Landing/Patterson Lane nearshore area;
 - c. Bloody Point;
 - d. Bloody Point nearshore area;
 - e. Hilton Park; and
 - f. Hilton Park nearshore area;
- (21) Rye Harbor;
- (22) Rye Harbor nearshore area;
- (23) Sagamore Creek;
- (24) Sagamore Creek nearshore area;
- (25) Seabrook; and
- (26) Seabrook nearshore area.

Readopt Pda 509.02 – Pda 509.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 509.02 Maps of Mooring Field, Mooring Subfields, and Nearshore Areas. The division shall maintain maps at the division office of mooring fields, mooring subfields, and nearshore areas.

Pda 509.03 Wait List Application.

(a) A person seeking to be placed on a mooring field, mooring subfield, or nearshore area wait list shall obtain a mooring wait list application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

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

(b) The applicant shall provide the information required on the mooring wait list application form, as provided in Pda 511.06.

(c) The applicant shall attach to the application the mooring wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

Pda 509.04 Placement on Mooring Wait Lists.

(a) The division shall place the applicant's name on the wait list or lists for the mooring field(s), mooring subfield(s), or nearshore area(s) that the applicant has indicated in the wait list application, if the applicant has paid the mooring wait list fee(s).

(b) No wait list applicant shall be listed more than once on a mooring wait list for a mooring field, mooring subfield, or nearshore area. A wait list applicant may be listed in more than one subfield within a mooring field. A wait list applicant may be listed both in a mooring field or mooring subfield and the nearshore area of the mooring field or mooring subfield.

(c) The applicant's position on the wait list shall be determined by the date and time a completed mooring application or mooring wait list application is received by the division, with the earliest received application being placed higher on the list for the requested mooring field(s) mooring subfield(s), or nearshore area(s), except as provided in (d) below.

(d) A shorefront property mooring permit applicant or a shorefront property owner making an application for a commercial mooring for hire mooring permit as described in Pda 502.05(b) shall be placed at the top of the wait list for the requested mooring field, mooring subfield, or nearshore area that encompasses the shorefront property mooring area of such applicant. If there is more than one shorefront property mooring permit applicant or water-dependent business applicant for the requested mooring field, mooring subfield, or nearshore area, placement on the wait list shall be determined by the date and time a completed application or mooring wait list application was received by the division, the earliest received application being placed higher on the list for the requested mooring field, mooring subfield, or nearshore area. If the shorefront property owner already has a mooring, the preference granted in this paragraph shall not apply.

Pda 509.05 Procedures for Shorefront Property Owners.

(a) If a shorefront property owner submits an application for a shorefront property owner mooring permit or for a commercial mooring for hire mooring permit as described in Pda 502.05(b), and a mooring location is available within the property owner's shorefront property mooring area, the shorefront property owner shall:

(1) If an applicant for a shorefront property mooring permit, be granted a shorefront property mooring permit upon receipt by the division of a completed shorefront property mooring application form and payment of the mooring permit fee; or

(2) If an applicant for a commercial mooring for hire mooring permit as described in Pda 502.05(b), be granted a commercial mooring for hire mooring permit within the shorefront property mooring area, upon receipt by the division of a completed commercial mooring for hire mooring permit application form and payment of the mooring permit fee.

(b) If a shorefront property owner submits an application for a shorefront property mooring permit or a commercial mooring for hire mooring permit as described in Pda 502.05(b), and a mooring location is not available within the property owner's shorefront property mooring area, the shorefront property owner applicant shall be subject to wait list procedures pursuant to Pda 509.04(c).

(c) A shorefront property owner shall not hold both a shorefront property mooring permit and a commercial mooring for hire mooring permit as described in Pda 502.05(b) at the same time relative to the same property.

(d) The following shall apply if a shorefront property owner sells the shorefront property relative to which a shorefront property mooring permit or a commercial mooring for hire mooring permit was issued:

(1) The mooring permit shall expire 30 days after the sale of the property;

(2) The mooring permit shall be returned to the division in accordance with Pda 507.05(c);

(3) During the 30-day period after the sale of the property, the new owner of the shorefront property may apply for either a shorefront property mooring permit or a commercial mooring for hire mooring permit for the existing mooring location, subject to the requirements of (a) and (b) above; and

(4) If the new owner does not make such an application within the 30-day period, the mooring location shall be available to the next person on the wait list, if a wait list exists for the area in which the mooring is located.

Readopt with amendment Pda 509.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 509.06 Wait List Procedures.

(a) For purposes of this section, "written notice" means notice sent by certified mail.

(b) When a mooring location becomes available in a wait list mooring field, mooring subfield, or nearshore area, the chief harbor master or designee shall send written notice to the first 5 persons on the wait list for that mooring field, mooring subfield, or nearshore area, subject to (c) below, that a mooring location(s) might be available for the mooring field, mooring subfield, or nearshore area, and which mooring location(s) might be available. Each person contacted shall indicate his or her interest in obtaining a mooring permit for a mooring location identified as potentially available in the mooring field, mooring subfield, or nearshore area within 10 business days of the receipt of written notice by the division. If the number of moorings available exceeds the number of persons expressing an interest in a mooring, the chief harbor master or designee shall send written notice to the next 5 persons in order of priority on the wait list, subject to (c) below. For purposes of this paragraph, waiting lists shall be divided into groups of 5 according to placement on the wait list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group.

(c) If the available mooring was used for commercial purposes by an entity that would have qualified for a commercial use mooring permit, the following procedures shall apply:

(1) The chief harbor master or designee shall send written notice to the first person on the wait list who has stated an intention to apply for a commercial use permit on the wait list for that mooring field, mooring subfield, or nearshore area, that a mooring location might be available for the mooring field, mooring subfield, or nearshore area and which mooring location might

be available;

(2) The person contacted shall indicate his or her interest in obtaining a mooring permit for the mooring field, mooring subfield, or nearshore area within 10 business days of the receipt of written notice by the division;

(3) If the person contacted does not indicate an interest in obtaining a commercial use mooring permit for the mooring location in the mooring field, mooring subfield, or nearshore area within the required time, the chief harbor master or designee shall notify the next person on the wait list for that mooring field, mooring subfield, or nearshore area who has stated an intention to apply for a commercial use permit, subject to the conditions as provided in (1) above; and

(4) If none of the persons who stated an intention to apply for a commercial use permit for that mooring field, mooring subfield, or nearshore area indicates an interest in the mooring location, the chief harbor master or designee shall follow the procedures in (b) above and send written notice to persons on the wait list in order of priority.

(d) The chief harbor master or designee shall notify the person highest on the wait list contacted under (b) or (c) above who expresses an interest within the 10 business day period in obtaining a mooring permit that the person may file a mooring application for the available mooring location. Within 10 business days of notification of permission to file the mooring application, the person shall complete an initial mooring permit application and otherwise comply with the requirements set forth in Pda 506 for the type of mooring permit requested.

(e) The chief harbor master or designee shall review and process the application in accordance with Pda 506 and Pda 507.

(f) If a mooring permit is granted pursuant to Pda 507 between April 1 and September 30, the mooring permit holder shall have 30 days from the date of issuance of the mooring permit to set the mooring equipment in accordance with Pda 510. If the permit is issued between October 1 and March 31, the mooring equipment shall be set on or before May 1.

(g) Any person on a mooring wait list offered an opportunity to apply for a mooring permit pursuant to this section, and who refuses the opportunity, shall not be offered a second opportunity to obtain a mooring permit for 180 days from the date of refusal. Although the chief harbor master or designee shall not offer the mooring wait list applicant an opportunity to apply for a mooring during this 180-day period, the mooring wait list applicant shall retain his or her position on the applicable mooring wait list. If a mooring wait list applicant refuses a second opportunity to obtain a mooring permit for the requested mooring field, mooring subfield, or nearshore area, the mooring wait list applicant shall be removed from the wait list. The person's standing on the wait list shall not be affected by the use of a temporary seasonal mooring.

(h) A person's name on a mooring wait list shall be removed from the list:

(1) When the mooring wait list applicant, in writing, requests the division to remove his or her name from the list;

(2) When the mooring wait list applicant is granted a mooring permit for the mooring field, mooring subfield, or nearshore area;

(3) If the mooring wait list applicant fails to submit a completed mooring wait list renewal

application and wait list fee or late fee in accordance with Pda 509.03 on or before the deadline specified in Pda 506.04 or Pda 509.07; or

(4) If the mooring wait list applicant refuses 2 opportunities to obtain a mooring permit in accordance with (g) above.

Readopt Pda 509.07 and Pda 509.08, effective 8-19-16 (Document # 11160), to read as follows:

Pda 509.07 Mooring Wait List Renewal Applications: Rights of Surviving Spouse.

(a) An applicant who seeks to remain on a mooring wait list(s) shall renew his or her wait list status annually by March 1 of each year by submitting a mooring wait list application in accordance with Pda 509.03 and payment of the wait list fee, or within 10 business days after March 1 by submitting a mooring wait list application in accordance with Pda 509.03 and payment of the wait list late fee.

(b) If a person on a mooring wait list dies, the person's surviving spouse may request that the name of the surviving spouse be substituted for the deceased spouse by submitting, with the renewal application, a written request for such substitution and a death certificate for the deceased spouse. If the death occurred within 10 days before the March 1 deadline and the surviving spouse submits the request within 10 business days after March 1, the surviving spouse shall pay only the mooring wait list renewal fee and no late fee.

(c) The division shall mail a mooring wait list application form once annually on or before January 15 to each applicant on a mooring wait list, to the address specified by the applicant on the mooring wait list application, or, if none is specified, to the applicant's permanent address.

(d) If an undeliverable wait list application form is returned to the division, the division shall not remail the form. The mooring wait list applicant shall be responsible for timely renewal of the applicant's wait list status without receipt of a renewal notice from the division.

Pda 509.08 Notification of Changes in Wait List Information: Surviving Spouse Procedures.

(a) In order to maintain updated information with the division, any person on a mooring wait list shall notify the division in writing, within 30 business days of the change, of any change of wait list information or any change of address or telephone number.

(b) If an applicant listed on a wait list dies and that person has a surviving spouse who wishes to be substituted for the deceased spouse on the wait list, the surviving spouse shall follow the procedures set forth in Pda 509.07(b).

Readopt Pda 510.01- Pda 510.03, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 510 MOORING EQUIPMENT

Pda 510.01 Mooring Buoys and Floats.

(a) Mooring buoys shall be polystyrene foam blocks or acrylonitrile butadiene styrene (ABS) type plastic buoys. All other types of buoys shall be prohibited.

(b) All mooring buoys and floats shall be:

(1) Blue and white; or

(2) Orange.

(c) A mooring buoy shall be installed at the permit holder's sole expense within 30 days of the issuance of the mooring permit, if the permit is granted between April 1 and September 30, or, if the permit is granted between October 1 and March 31, on or before May 1.

(d) If the permit holder fails to install the mooring buoy within the designated time period, then:

(1) After notice and an opportunity for a hearing in accordance with Pda 507.03, the division shall revoke the mooring permit;

(2) The permit holder's authorization to use the mooring shall lapse; and

(3) The mooring shall be reassigned to the next person in order of priority on the wait list for the applicable mooring field, mooring subfield, or nearshore area.

Pda 510.02 Display of Mooring Permit Name and Number. The mooring permit holder shall write in permanent ink his or her last name, if an individual, or the name of the business organization, trust or not-for-profit entity, as applicable, and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility.

Pda 510.03 Location of Moorings: Impeding Navigation and Endangering Other Vessels Prohibited.

(a) All moorings shall be so located or relocated so that the vessels secured by them shall not impede navigation within the tidal waters or endanger other vessels.

(b) If the chief harbor master or designee determines that any vessel is moored so as to impede navigation or to endanger other vessels, the chief harbor master or designee shall order the owner of the mooring to take steps to prevent the impeding of navigation or endangering of other vessels, including, but not limited to:

(1) Shortening the scope of the mooring lines;

(2) Using an additional mooring and mooring lines; or

(3) Removing and reestablishing the mooring.

(c) Any person ordered to remove and reestablish his or her mooring by the chief harbor master or designee in accordance with (b) above shall remove the mooring within 48 hours after the receipt of such order. However, if the chief harbor master or designee determines that an emergency exists requiring immediate action in order to prevent personal injury or damage to property, the chief harbor master or designee shall cause the mooring to be removed and relocated, or any vessel attached to the mooring to be removed and moored elsewhere.

(d) Any sunken or partly sunken vessel shall be repaired or removed within 48 hours. If the chief harbor master or designee determines that the vessel poses a threat or hazard to navigation or safety, the vessel shall be repaired or removed immediately.

(e) If the vessel is not repaired or removed in accordance with (d) above, it shall be removed at the direction of the chief harbor master or designee at the owner's expense.

Readopt with amendment Pda 510.04 and Pda 510.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 510.04 Moving or Interfering With Moorings. Except by direction of the chief harbor master or designee as provided in Pda 510.03, no person:

- (a) Shall move or interfere with any mooring in the state tidal waters; and
- (b) Other than the owner of a vessel or the owner's designee, shall move or interfere with any moored vessel in the state tidal waters.

Pda 510.05 Safety and Placement of Moorings.

(a) The division shall issue a mooring permit for a particular mooring location. It shall be the responsibility of the mooring permit holder to install and maintain mooring equipment that will ensure that the assigned vessel and mooring equipment remain on station at the permitted location. In determining the appropriate equipment and maintenance, the mooring permit holder shall take into account the prevailing conditions existing at the permitted location including the nature of the seabed, storms, wind, waves, tides, currents, wash, and the construction and size of the vessel.

(b) All mooring equipment and related gear shall be maintained in a safe condition. Badly worn or corroded shackles, eyebolts, blocks, chains, pennants, or related equipment shall be replaced.

(c) Each mooring shall utilize buoys that are visible at all times.

(d) Pennants shall not be over 12'. The length of a pennant shall be measured from the point of attachment on the mooring ball to the first point of contact on the vessel.

(e) Subject to the Army Corps of Engineers Programmatic General Permit for New Hampshire which authorizes the division to permit moorings within the costal and tidal waters of the state, if the requested location for a mooring permit is in a special aquatic site as defined in 40 CFR § 230.3 (m), then no mooring permit shall be issued unless the equipment used is designed to provide the least possible impact upon the sensitive nature of the location.

Readopt Pda 510.06 and Pda 510.07, effective 8-20-11 (Document # 9975), to read as follows:

Pda 510.06 Removal of Mooring Block and Tackle or Other Mooring Equipment. If a mooring permit is revoked, the division shall notify the mooring permit holder in writing to remove the mooring block and tackle or other mooring equipment as provided in Pda 507.06 within 10 business days of the receipt of notice from the division.

Pda 510.07 Failure to Remove Mooring Block and Tackle or Other Mooring Equipment. If a mooring permit holder fails to remove the mooring block and tackle or other mooring equipment in accordance with Pda 510.06, the division shall cause the block and tackle or other mooring equipment to be removed. Any fees incurred as a result of the division's removal of the block and tackle or other mooring equipment shall be the responsibility of the mooring permit holder.

Readopt with amendment Pda 511.01 – Pda 511.06, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 511 FORMS

Pda 511.01 General Use Mooring Permit Application Form.

(a) Each person seeking a general use mooring permit or temporary seasonal general use mooring permit as provided in Pda 506.11(e)(1) shall complete a general use mooring application form provided by the division and hand 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 division the following information utilizing the “General Use Mooring Permit Application Form”:

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (3) The applicant’s mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant’s telephone number(s) including:
 - a. Permanent telephone number;
 - b. Emergency telephone number;
 - c. Cell telephone number, if different from permanent telephone number;
- (6) The applicant’s e-mail address, if the applicant has an e-mail address; and
- (7) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire state registration number, unless the vessel is not required to be registered under New Hampshire law;

- c. Vessel LOA;
 - d. Vessel draft;
 - e. Vessel color; and
 - f. Type of vessel.
- (c) The applicant shall attach:
- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
 - (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel; and
 - (3) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”
- (d) By signing the form, the applicant shall certify the following:
- (1) “I hereby certify that I am an owner in full or in part of the vessel described in this application;”
 - (2) If no New Hampshire state registration number is provided for the vessel: “I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;”
 - (3) “I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules;”
 - (4) “I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;”
 - (5) If the application is for a temporary seasonal mooring permit: “I hereby certify that if I enter into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;” and
 - (6) “I hereby 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 mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”
- (e) The applicant shall sign and date the application.

Pda 511.02 Shorefront Property Owner Mooring Permit Application Form.

(a) Each person seeking a shorefront property owner mooring permit shall complete an individual or business shorefront property owner mooring application form provided by the division and hand 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 division the following information utilizing the “Shorefront Property Owner Mooring Permit Application Form”:

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (3) The applicant’s mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant’s telephone number(s) including:
 - a. Permanent telephone number;
 - b. Business telephone number, if applicable;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The applicant’s contact person, if applicable, and the best way to contact that person;
- (7) The applicant’s e-mail address, if the applicant has an e-mail address; and
- (8) The following information pertaining to the vessel:
 - a. Vessel name;

- b. New Hampshire state registration number, unless the vessel is not required to be registered under New Hampshire law;
- c. Vessel LOA;
- d. Vessel draft;
- e. Vessel color; and
- f. Type of vessel.

(c) For an initial application for a shorefront property mooring, the applicant shall attach:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) A copy from the appropriate county registry of deeds of the deed for the shorefront property containing the book and page number for the recorded deed;
- (4) A copy of the most recent property tax bill for the shorefront property;
- (5) A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
- (6) For every trust, business organization, or not-for-profit entity except a sole proprietorship:
 - a. A statement describing whether the organization, entity or trust is organized on a profit or nonprofit basis and whether it is:
 - 1. A partnership, including type of partnership;
 - 2. A corporation;
 - 3. A limited liability company;
 - 4. A trust, including type of trust;
 - 5. An association; and
 - 6. Another entity, including a description of such entity's organizational structure;
 - b. A list of its directors, officers, partners, managers, trustees or members, as applicable; and
 - c. A description of its purpose;
- (7) For every business organization, or incorporated not-for-profit entity, except a sole

proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;

(8) For every trust, unincorporated not-for-profit entity, and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s); and

(9) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) An applicant who is reapplying for an existing shorefront property mooring under Pda 506.04 shall attach to the application:

(1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;

(2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;

(3) A copy of the most recent property tax bill for the shorefront property;

(4) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and

(5) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(e) By signing the form, the applicant shall certify the following:

(1) If the vessel owner is an individual: "I hereby certify that I am an owner in full or in part of the vessel described in this application;"

(2) If the vessel owner is other than an individual: "I hereby certify that the business organization, not-for-profit entity, or trust named as the applicant in this mooring permit application is the owner in full or in part of the vessel described in this application. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certifications;"

(3) If no New Hampshire state registration number is provided for the vessel: "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;"

(4) "I hereby certify that I, or the business organization, not-for-profit entity, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" and

(5) "I hereby 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 mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or

information.”

(f) The form shall require if the application is a reapplication for an existing shorefront property owner mooring, the applicant shall certify, by signing the form, in addition to the certifications required under (e) above, that:

(1) He or she remains an owner of the shorefront property described in the attached tax bill; and

(2) The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.

(g) The applicant shall sign and date the application.

Pda 511.03 Commercial Use Mooring Permit Application Form.

(a) Each person seeking a commercial use mooring permit or temporary seasonal commercial use mooring permit as provided in Pda 506.11(e)(2) shall complete a commercial use mooring permit application form provided by the division and hand 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 division the following information utilizing the “Commercial Mooring Permit Application Form”:

(1) The applicant’s full legal name:

(2) The name and address of the applicant’s business;

(3) The name of a business contact person and the best way to contact that person;

(4) The applicant’s mailing address, if different from the permanent address;

(5) Whether the business is a fishing, charter, or ~~water-dependent~~ business;

(6) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;

(7) The applicant’s type of business organization;

(8) The applicant’s telephone number(s) including:

a. Business telephone number;

b. Home telephone number;

c. Business fax number, if the applicant has a business fax number;

- d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (9) The applicant's e-mail address, if the applicant has an e-mail address; and
- (10) The following information pertaining to the vessel:
- a. Vessel name;
 - b. New Hampshire state registration number;
 - c. Vessel LOA;
 - d. Vessel draft;
 - e. Vessel color; and
 - f. Type of vessel, including whether the vessel is a fishing or charter vessel.
- (c) The applicant shall attach:
- (1) A photocopy of the current New Hampshire state registration for the commercial vessel listed on the mooring permit application;
 - (2) For every business organization, except a sole proprietorship:
 - a. A statement describing whether the organization is:
 - 1. A partnership, including type of partnership;
 - 2. A corporation;
 - 3. A limited liability company;
 - 4. A trust, including type of trust;
 - 5. An association; or,
 - 6. Another entity, including a description of such entity's organizational structure;
 - b. A list of its directors, officers, partners, managers, trustees, or members, as applicable; and
 - c. A description of its purpose;
 - (3) For every business organization, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;
 - (4) For every trust and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s);

(5) If the business organization is a sole proprietor doing business in this state under any other name than his own, a partnership, association, or any other entity required to register a trade name with the New Hampshire secretary of state pursuant to RSA 349:1, a copy of the certificate of trade name issued by the secretary of state;

(6) If the applicant is engaged in commercial fishing:

a. A photocopy of the New Hampshire fish and game saltwater fishing license or New Hampshire fish and game commercial lobster license of the applicant or, if the applicant is a business entity, of at least one officer or one member of the business entity; and

b. Documentary evidence of the commercial sales of marine species for the prior calendar year, unless the business is starting up in the year of application;

(7) If the applicant operates a charter boat:

a. A photocopy of the US Coast Guard Captain's license of the applicant, or, if the applicant is a business entity, of at least one officer, member, or employee of the business entity, for the type and size of vessel of the applicant; and

b. A minimum of 2 items of business identification from the following list:

1. A business brochure;

2. A photocopy of the passenger manifest or log book for the most recent month prior to the application;

3. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

4. Evidence of membership in a business or marine-related trade association, including, but not limited to:

(i) A current membership card; or

(ii) A letter from an officer of the association attesting to the current membership of the applicant in the association;

(8) If the applicant is a water-dependent business, a minimum of 2 items of business identification from the following list:

a. A business brochure;

b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

c. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or

2. A letter from an officer of the association attesting to the current membership of the applicant in the association;
 - (9) An explanation of how the commercial vessel is used to further the purposes of the water-dependent business as defined in Pda 502.31 (a) or (b) as applicable; and
 - (10) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By signing the form, the applicant shall certify the following:
- (1) If the vessel owner is other than an individual: "I hereby certify that the applicant uses the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certification;"
 - (2) If the vessel owner is an individual: "I hereby certify that I use the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31";
 - (3) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;"
 - (4) If the application is for a temporary seasonal mooring permit: "I hereby certify that if I, or the business organization that I represent, enters into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;" and
 - (5) "I hereby 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 mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 511.04 Commercial Mooring For Hire Mooring Permit Application Form.

(a) Each person seeking a commercial mooring for hire mooring permit shall complete an application form provided by the division and hand deliver or mail the completed application to:

(b) The applicant shall provide the division the following information utilizing the "Commercial Mooring For Hire Permit Application form":

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

- (1) The applicant's full legal name;
- (2) The name and address of the applicant's business;
- (3) The name of a business contact person and the best way to contact that person;
- (4) The applicant's mailing address, if different from the permanent address;
- (5) The organizational structure of the applicant;
- (6) A description of the nature of the business;
- (7) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (8) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (9) The applicant's e-mail address, if the applicant has an e-mail address; and
- (10) If the applicant is a shorefront property owner making an initial application for a commercial mooring for hire mooring permit:
 - a. A copy from the appropriate county registry of deeds of the deed for the shorefront property containing the book and page number for the recorded deed;
 - b. A copy of the most recent property tax bill for the shorefront property; and
 - c. A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
- (11) If the applicant is a shorefront property owner making a reapplication for a commercial mooring for hire mooring permit, a copy of the most recent property tax bill for the shorefront property;
- (12) If the applicant is a marina:

- a. A description of the access to the water and parking facilities; and
- b. An explanation of the terms and conditions under which the marina is open to the general public;

(13) For a collective mooring area:

- a. A collective mooring area plan, showing the proposed or existing location of each individual mooring in the area and the distance between each mooring location; and
- b. The maximum LOA to be allowed for each individual mooring location; and

(14) For each mooring proposed to be set or existing outside a collective mooring area:

- a. The proposed or existing location of the mooring; and
- b. The maximum LOA to be allowed for the mooring.

(c) The applicant shall attach:

(1) If a marina, documentation that demonstrates that the applicant meets the definition of a marina, such as, but not limited to, the following:

- a. A business brochure or a photograph of signage relating to the marina;
- b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; or
- c. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 1. A current membership card; or
 2. A letter from an officer of the association attesting to the current membership of the applicant in the association;

(2) For every business organization, except a sole proprietorship:

- a. A statement describing whether the organization is:
 1. A partnership, including type of partnership;
 2. A corporation;
 3. A limited liability company;
 4. A trust, including type of trust;
 5. An association; or
 6. Another entity, including a description of such entity's organizational structure.

b. A list of its directors, officers, partners, managers, trustees or members, as applicable; and

c. A description of its purpose;

(3) For every business organization, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;

(4) For every trust and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s);

(5) If the business organization is a sole proprietor doing business in this state under any other name than his own, a partnership, association, or any other entity required to register a trade name with the New Hampshire secretary of state pursuant to RSA 349:1, a copy of the certificate of trade name issued by the secretary of state;

(6) If the applicant is a condominium unit owners' association, a photocopy of the condominium's declaration and bylaws as recorded in the registry of deeds;

(7) An explanation of how the commercial mooring(s) for hire is or will be used to further the purposes of the business; and

(8) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) By signing the form, the applicant shall certify the following:

(1) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring(s);" and

(2) "I hereby 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 mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(e) A shorefront property owner making a reapplication for a commercial mooring for hire mooring permit shall certify, in addition to the certification required under (d) above, that:

(1) He or she is an owner of the shorefront property described in the attached tax bill; and

(2) The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.

(f) The applicant shall sign and date the application.

Pda 511.05 Non-Revenue Mooring Permit Application Form.

(a) Each applicant seeking a non-revenue mooring permit shall complete a non-revenue mooring application form provided by the division and hand 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 division the following information utilizing the “Non-Revenue Mooring Permit Application Form”:

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (3) The applicant’s mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant’s telephone number(s) for its contact person, including:
 - a. Permanent telephone number;
 - b. Emergency telephone number; and
 - c. Cell telephone number, if different from permanent telephone number;
- (6) The mooring field, mooring subfield, or nearshore area for which application is made;
- (7) The applicant’s e-mail address, if the applicant has an e-mail address; and
- (8) The following information pertaining to each vessel(s):
 - a. Vessel name;
 - b. New Hampshire state registration number;
 - c. Vessel LOA;
 - d. Vessel draft;
 - e. Vessel color; and

f. Type of vessel.

(c) The applicant shall attach:

- (1) A copy of the current New Hampshire state registration(s) for the vessel(s) listed on the mooring permit application; and
- (2) The request for a non-revenue mooring as described in Pda 506.10(h).

(d) By signing the form, the applicant shall certify the following:

- (1) "I hereby certify that the applicant is an owner in full or in part of the vessel described in this application;" and
- (2) "I hereby 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 mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(e) The applicant's duly authorized representative shall sign and date the application.

Pda 511.06 Mooring Wait List Application Form.

(a) Each person seeking to be placed on the division's mooring wait list or lists shall complete an application form provided by the division and hand 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 division the following information utilizing the "Wait List Application Form":

- (1) The applicant's full legal name;
- (2) The applicant's permanent or home address;
- (3) The applicant's permanent, home and/or cellular telephone number;
- (4) The type of vessel for which the mooring is sought, indicating sail, power, commercial, or pleasure, if known;
- (5) Whether the vessel will be used commercially or recreationally;
- (6) The LOA and draft of the vessel, if known; and
- (7) The mooring field(s), mooring subfield(s), or nearshore area(s) wait list on which the applicant seeks to have his or her name placed.

(c) The applicant shall attach:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the “Mooring Wait List Application Form”, if the applicant currently has such a vessel, unless the vessel is not required to be registered under New Hampshire law;
- (2) A photograph of the vessel, if the applicant current has a vessel and the vessel is not required to be registered under New Hampshire law; and
- (3) The mooring wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”

(d) The applicant shall sign and date the application.

Readopt Pda 513 - Pda 514.01 effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 513 EMERGENCY MOORINGS FOR SECURITY OR LAW ENFORCEMENT PURPOSES

Pda 513.01 Emergency Moorings. Notwithstanding Pda 503 to Pda 512, the division director shall, upon request from an individual authorized by a state or federal law enforcement agency, set a temporary or permanent mooring to be held by the authority or the authority’s designee for the use of a state or federal law enforcement agency for the purposes of state or national security or for protection of public health and safety, provided that the division director determines that the mooring can be safely set and would not pose a danger to navigation.

PART Pda 514 RECONSIDERATION AND APPEAL

Pda 514.01 Definitions.

(a) “Application period” means the period of time between January 15 and 10 business days after March 1 of the year for which the mooring permit application was submitted.

(b) “Incapacitated” means a physical or mental condition that results in:

(1) The inability of an individual to:

- a. Walk unassisted; or
- b. Drive unassisted; or

(2) The confinement of an individual to a location(s) for the purpose of receiving medical or rehabilitative treatment or care.

Readopt with amendments Pda 514.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.02 Reconsideration: Who May Petition.

(a) Any holder of a mooring permit whose mooring permit was revoked after notice and an opportunity for a hearing by the division director pursuant to Pda 507.03, and any applicant for a mooring

permit whose application was denied by the division director pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), may petition the division director for reconsideration pursuant to Pda 514.

(b) The persons specified below may petition the authority for reconsideration pursuant to Pda 514 if the authority has denied:

(1) The issuance of a commercial mooring for hire mooring permit, and the person is the applicant for the commercial mooring for hire mooring permit pursuant to Pda 506.09 or its duly authorized officer or member;

(2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b), and the person is either the proposed transferor or transferee; or

(3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02, and the person is either the proposed transferor or transferee.

Readopt with amendment Pda 514.03 effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.03 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director or authority was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter proposed for reconsideration that was not available at the time the application was filed or the revocation was made;

(e) In the case of denial of a permit because of a late filing under Pda 506.04(d), state the reason for the late filing; and

(f) Shall bear the petitioners signature including the following certification:

“I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this petition for reconsideration and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete.”

Readopt with amendments Pda 514.04, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.04 Reconsideration by Division Director; Granting of Permit under Certain Circumstances.

(a) A petition for reconsideration by the division director:

(1) For revocation of a permit pursuant to Pda 507.03, shall be filed with the division director within 10 business days from receipt of notice of the revocation; and

(2) For a permit denial pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), shall be filed with the division director within 10 business days from receipt of notice of the permit denial.

(b) The division director shall:

(1) Reconsider a permit revocation or denial within 10 business days of receipt of the petition for reconsideration; and

(2) Notify the petitioner of his or her decision under (c) below within 10 business days of reconsideration.

(c) When reconsidering the decision to deny or revoke the permit, the division director shall consider all information on file with division relating to the denied or revoked permit and any new or additional information relevant to the matter under reconsideration that was not available regarding a permit:

(1) Denial, when the application in question was submitted; or

(2) Revocation, when the decision to revoke a permit was rendered.

(d) The division director shall issue the permit sought after in the petition for reconsideration if, after reconsideration, the division director finds:

(1) One or more of the following:

a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;

b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or

c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:

1. The petitioner was temporarily incapacitated for:

(i) Fifty percent or more of the application period; or

(ii) One day or more during the final 10 days of the application period;

2. The petitioner was on active military service at any time during the application period;

3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or

4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren; and

(2) All of the following:

- a. The petition for reconsideration was timely filed in accordance with (a) above;
- b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and
- c. The petitioner:
 1. Meets all of the requirements under Pda 500 for the permit;
 2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;
 - ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or
 - iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;
 - (ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;
 - (iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or
 - (iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and
 3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The division director shall deny the request to issue or reinstate the permit if, after reconsideration, the division director finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;

(4) The petition for reconsideration was not timely filed in accordance with (a) above;

(5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or

(6) The petitioner:

a. Does not meet all of the requirements under Pda 500 for the permit;

b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or

c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the division director grants the request to issue or reinstate the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the division director's decision.

Readopt Pda 514.05- Pda 514.10, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.05 Reconsideration by Authority for Commercial Moorings for Hire and Commercial Moorings.

(a) A petition for reconsideration by the authority shall be filed by the petitioner with the authority within 10 business days from receipt of notice that the authority has denied:

(1) The issuance of a commercial mooring for hire mooring permit pursuant to Pda 506.09(h);

(2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b); or

(3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02.

(b) The authority shall review and make a decision on whether or not to grant a petition for reconsideration at its next regularly scheduled meeting, if the petition was received at least 10 business days before such meeting. If the petition was not received at least 10 business days before the authority's next regularly scheduled meeting, the authority shall review and make a decision on whether or not to grant the petition for reconsideration at the authority's following regularly scheduled meeting. The authority shall notify the petitioner of the authority's decision on whether to grant or deny the petition within 5 business days of the decision.

(c) When making a decision on a petition for reconsideration, the authority shall consider all information on file with the division concerning the authority's denial under Pda 514.02(b) and any new or additional information relevant to the matter under reconsideration that was not available regarding:

(1) A permit denial, when the application in question was submitted; or

(2) The transfer of a commercial mooring permit, when the decision to refuse the permit transfer was rendered.

(d) The authority shall remand the matter to the division director for issuance of the permit or for granting a request for a transfer sought after in the petition for reconsideration, if, after reconsideration, the

authority finds:

(1) One or more of the following:

- a. It more likely than not that the authority's decision concerning the issuance or transfer of the mooring was based on an error of law or fact;
- b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
- c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or
 - (ii) One day or more during the final 10 days of the application period;
 2. The petitioner was on active military service at any time during the application period;
 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application by Pda 500; or
 4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children or grandchildren; and

(2) All of the following:

- a. The petition for reconsideration was timely filed in accordance with (a) above;
- b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and
- c. The petitioner:
 1. Meets all of the requirements under Pda 500 for the permit or transfer;
 2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;
 - ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or

iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;

(ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;

(iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or

(iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and

3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The authority shall deny the request to issue or transfer the permit specified in Pda 514.02(b) if, after reconsideration, the authority finds that:

(1) It is more likely than not that the decision was not based on any error of law;

(2) There were facts reasonably sustaining the decision;

(3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;

(4) The petition for reconsideration was not timely filed in accordance with (a) above;

(5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or

(6). The petitioner:

a. Does not meet all of the requirements under Pda 500 for the permit or transfer;

b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or

c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the authority grants the request to issue or transfer the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the authority's decision.

Pda 514.06 Appeal to Authority: Standard of Review.

(a) If the division director has denied a request to issue the permit sought after in a petition for reconsideration under Pda 514.04, the petitioner may appeal to the authority within 10 business days after receipt of written notice of denial by the division director.

(b) The appellant shall bear the burden of proving that the decision of the division director to deny appellant's request to issue the permit sought after in a petition for reconsideration under Pda 514.04 was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision.

(c) The authority shall accept all determinations of the division director made under Pda 514.04 upon questions of fact as lawful and reasonable unless the appellant specifically rebuts such determination of fact as unlawful or unreasonable.

Pda 514.07 Requirements for Appeal. A request for appeal shall:

(a) Specify the date notice of the division director's denial of the request to issue the permit sought after in a petition for reconsideration was received by the appellant;

(b) Specify every reason that the action taken by the division director or authority was contrary to Pda 500 or otherwise unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter on appeal that was not available at the time the request for reconsideration was made to the director under Pda 514.01;

(e) Specify the reason for the late filing and include as an attachment written documentation supporting the reason specified for late filing; and

(f) Include the following certification:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this appeal and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete."

Pda 514.08 Referral of Matter to Board Member for Recommendation; Procedure for Board Member.

(a) The chair of the board shall designate a board member to review appeals to the authority under Pda 514.06.

(b) The board designate shall:

(1) Notify the appellant in writing that the board designate will be reviewing the matter on appeal on behalf of the board and preparing a recommended decision regarding the appeal for consideration and action by the board;

(2) Provide the appellant an opportunity, including date, time, and location, to meet with the board designate and present his or her information and argument regarding the appeal, provided

that the meeting shall occur within 15 business days of the filing of the appeal with the authority;

(3) Notify the appellant that he or she may bring counsel or a personal representative to the meeting;

(4) Notify the appellant that any written information, testimony or argument not previously submitted during reconsideration by the division director shall be submitted to the board designate not later than 5 business days before the date of the meeting with the board designate; and

(5) Notify the appellant that the meeting with the board designate will be recorded.

(c) The division director shall provide the board designate a copy of all information concerning the matter in the possession of the division director.

(d) The following shall apply at the meeting with the board designate:

(1) The board designate shall exclude any additional written information, testimony or argument that was not submitted in accordance with (b)(4) above unless the board designate finds good cause for appellant's failure to comply with (b)(4) above and that late submission was not intended to delay the appeal or the meeting with the board designate. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with (b)(4) above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with (b)(4) above;

(2) The appellant or his or her counsel or representative may direct questions to the board designate, including questions for a division representative(s) present at the meeting;

(3) The division staff may direct questions to the board designate, including questions for appellant or his or her counsel or representative present at the meeting;

(4) The appellant's questions for the division representative(s) and the division's questions to the appellant or appellant's representative shall be asked only by the board designate; and

(5) The board designate may exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument.

(e) Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.

Pda 514.09 Authority Action on Appeal.

(a) Within 10 business days of receipt of a recommendation from a board designate, the authority shall notify the appellant in writing:

- (1) That the authority will be reviewing the board designate's recommendation regarding the appeal;
 - (2) Of the date, time, and location of the regularly scheduled board meeting at which the review is scheduled, provided that the meeting shall not be sooner than 20 calendar days from the receipt of the board designate's recommendation under Pda 514.08(e);
 - (3) That he or she may bring counsel or a personal representative to the meeting; and
 - (4) That the meeting with the board will be recorded.
- (b) At the board meeting when the appeal is scheduled, the authority shall consider:
- (1) All information on file with the division concerning the matter;
 - (2) All information submitted to the authority or board designate under Pda 514.07 and Pda 514.08;
 - (3) Any additional written information not previously submitted under Pda 514.07 or Pda 514.08, provided the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 or Pda 514.08 and that late submission was not intended to delay the appeal or the meeting with the authority. For purposes of this paragraph, "good cause" means that the appellant did not discover or learn of the information in time to submit such information in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered or learned of such information with reasonable diligence to comply with Pda 514.07 or Pda 514.08;
 - (4) Any oral statement or argument made by the appellant or his representative or division staff; and
 - (5) The recommendation of the board designate.
- (c) The following shall apply at the board meeting:
- (1) The appellant may bring counsel or a personal representative;
 - (2) The authority shall exclude any additional written information, testimony or argument that was not submitted in accordance with Pda 514.07 and Pda 514.08 unless the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 and Pda 514.08 and that late submission was not intended to delay the appeal. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with Pda 514.07 or Pda 514.08; and
 - (3) Any oral information, testimony or argument may be received, but the chair or other presiding officer in the chair's absence shall exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument, including without limitation, information, testimony or argument included in or with the division's file regarding the appellant or the written recommendation of the board designate.

Pda 514.10 Decision by Authority on Appeal. The authority shall render a decision regarding the appeal no later than the next regularly scheduled board meeting following any board meeting held under Pda 514.09.

Readopt with amendment Pda 514.11, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.11 When Matter Remanded to Division Director: Notification of Decision of Authority.

(a) If the authority determines that the permit should be granted because the appellant has met its burden of proving by a preponderance of the evidence that the decision of the division director to deny the appellant's request to issue the permit sought after in the petition for reconsideration was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision, the authority shall remand the matter to the division director for action in accordance with its decision.

(b) The authority shall notify the appellant of its decision and provide a written copy thereof within 10 business days of issuing a decision pursuant to Pda 514.10.

(c) If the authority determines, under (a) above, that the permit should be granted, the appellant shall return a completed application for the permit sought within 10 business days of receipt of notice from the authority under (b) above.

Readopt Pda 514.12, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.12 Removal of Representatives.

(a) Upon making a finding of misconduct on the part of any representative appearing before the director, authority or board designate, as applicable, the director, authority or board designate shall prohibit that individual from acting as a representative for the pending matter.

(b) For purposes of this section, misconduct means:

(1) Behavior that is disruptive to the orderly conduct of the reconsideration or appeal; or

(2) A consistent or recurring failure to:

a. Meet deadlines; or

b. Comply with the provisions of Pda 514.

(c) Prior to making a finding of misconduct so as to warrant the imposition of such prohibition, the director, authority or board designate, as applicable, shall:

(1) Inform the representative and the party represented by the representative to the proceeding of the proposed prohibition; and

(2) Provide an opportunity for the representative and the party represented by the representative to address the director, authority or board designate, as applicable, regarding why the prohibition should or should not be imposed.

Readopt with amendment Pda 514.13 and Pda 514.14, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.13 Requests to Extend Time.

(a) Any person seeking reconsideration or appellant may ask the director, authority, or board designate, as applicable, to extend any time limit established by Pda 514.

(b) A request for an extension of time shall be made in writing to the director, authority, or board designate, as applicable, before the expiration of the prescribed period.

(c) Division staff shall be given an opportunity to object within 5 business days of receiving a request to extend time.

(d) The director, authority or board designate, as applicable, shall grant the requested extension if it determines that:

(1) The time period is not mandated by statute;

(2) One of the following applies:

a. An extension is necessary to conduct a more effective reconsideration or appeal; or

b. The person seeking reconsideration, the appellant, or their representative(s) is incapacitated, has suffered a death in the family, or has otherwise been delayed or prevented from meeting the applicable deadline by unforeseeable circumstances beyond the party's control; and

(3) No person objects to the extension or, if a person does object, the reason(s) for granting the extension outweigh the reason(s) for denying the extension.

Pda 514.14 Continuance.

(a) Any appellant or person seeking reconsideration may request that a meeting conducted pursuant to Pda 514 be continued for reasonable cause and reconvened or rescheduled.

(b) Prior to filing a request for a continuance of any scheduled meeting regarding a pending reconsideration or appeal made in advance of the meeting, the appellant or person seeking reconsideration seeking the continuance shall seek concurrence with the request from division staff.

(c) A request for a continuance of a meeting with the director, authority or board designate, as applicable, made in advance of such meeting shall:

(1) Be in writing;

(2) State the reason(s) for the request;

(3) Be delivered or received filed at least 5 calendar days before the scheduled meeting date; and

(4) State whether the division staff agree or disagree with the request or did not respond to the request for concurrence.

(d) A request for a continuance made at a scheduled meeting may be made orally provided notice of such request is recorded by the division director, authority or board designate, as applicable.

(e) The division director, authority or board designate shall grant the request if he or she determines that reasonable cause exists and that no person will be materially prejudiced by the delay.

(f) For purposes of this section, reasonable cause shall include:

(1) Unavailability of an individual appellant or person seeking reconsideration, or representative, or witness;

(2) The participants believe that an informal resolution is possible and need more time to resolve the matter; or

(3) The appellant or person seeking reconsideration or the division are awaiting information, reports, data, or a related court decision which is material to the reconsideration or appeal.

(g) Any grant of a continuance shall specify the time and place at which the meeting shall be rescheduled. The division director, authority or board designate, as applicable, shall provide notice of a rescheduled meeting regarding the reconsideration or appeal in such a manner as is appropriate to ensure that reasonable notice of at least 10 calendar days shall be given of the time and place of the continued meeting.

Readopt Pda 515, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 515 ANCHORAGE

Pda 515.01 Change in Position May Be Ordered. The chief harbor master or designee shall at any time order any vessel at anchor to change position when, in the chief harbor master or designee's opinion, such vessel is so anchored as to impede navigation or to endanger other vessels.

APPENDIX 1

Rule Number	State Statute Implemented
Pda 501-Pda 502	RSA 12-G:42, III, VI; 12-G:50, I(b), (c), (f)
Pda 503.01	RSA 12-G:42, III, VI; 12-G:50, I(b)
Pda 503.02	RSA 12-G:42, III, VI; 12-G:50, I(b), (f)
Pda 504	RSA 12-G:42, III, VI; 12-G:50, I(b)
Pda 505-Pda 508.02	RSA 12-G:42, VI
Pda 508.03- Pda 509.07	RSA 12-G:42, VI, VII
Pda 509.08	RSA 12-G:42, VI
Pda 510.01 – 510.02	RSA 12-G:42, VI; 12-G:50, I(b)
Pda 510.03	RSA 12-G:42, VI, 12-G:50, I(b), (f)
Pda 510.04 – 510.07	RSA 12-G:42, VI; 12-G:50, I(b)
Pda 511	RSA 12-G:42, VI
Pda 513	RSA 12-G:42, VI
Pda 514	RSA 12-G:42, VI, VII
Pda 515.01	RSA 12-G:42, III; 12-G:50, I(c), (f)

MOTION

Director Allard:

Reported to the Pease Development Authority Board of Directors at its meeting on May 16, 2019 was a Right-of-Entry requested by Riverside & Pickering Marine Contractors for use of ½ (one-half) acre of laydown area and non-exclusive use of the Barge Dock at the Market Street Terminal for the “Buoy Project”; which Right-of-Entry was extended by the Board on September 19, 2019 through December 31, 2019; based on project review and unforeseen circumstances Riverside & Pickering Marine Contractors are requesting another extension of the Right-of-Entry through June 30, 2020.

The Pease Development Authority Board of Directors hereby approves of and consents to the second extension of the Riverside & Pickering Marine Contractors Right-of-Entry to allow more time for completion of their project; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated December 10, 2019, attached hereto.




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority ("PDA") Board of Directors
From: Geno Marconi, Director 
Date: December 10, 2019
Subject: Riverside & Pickering Marine Contractors, Extension of Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the "Division") received a request from Riverside Marine Construction, Inc. dba Riverside and Pickering Marine Contractors ("Riverside") to extend its Right of Entry ("ROE") in order to continue to use the facilities at the Market St. Terminal (the "Premises") in association with its Healy Wave Energy Buoy project through June 30, 2020. Riverside was granted an ROE through September 30, 2019, and an extension was approved by the PDA Board through December 31, 2019. Based on a recent project review, and due to unforeseen circumstances, Riverside determined that it would require much more time to complete the project.

The Division reviewed the request and recommends approval of the extension subject to the same core terms and conditions as the original ROE dated April 1, 2019, which are as follows:

- PREMISES:** Market St. Terminal, 555 Market St., Portsmouth, NH
- PURPOSE:** Use of ½ (one-half) acre of laydown area and non-exclusive use of the Barge Dock for the "Buoy Project"
- TERM:** January 1, 2020 on a month to month basis, through June 30, 2020
- FEE:** \$2,625.00 per month and any applicable terminal fees per Exhibit C
- INSURANCE:** Minimum insurance coverage as outlined in Exhibit A (attached), 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.

From: Shane Moores <shane@riversideandpickering.com>

Date: December 6, 2019 at 13:08:34 EST

To: Whitney Anderson <W.Anderson@peasedev.org>, Geno Marconi <G.Marconi@peasedev.org>

Subject: Tentative Schedule For Land Lease & Barge Wharf AT NHPA - Healy Wave Energy Converter

Whit / Geno,

This is the latest version of the Healy Wave Energy Converter schedule at NHPA from now through ocean deployment in May or June 2020.

12/10/19 - Astro Crane – Turn FB And Set Into Cradle / Move IT Sections Over
12/11/19 – 12/12/19 – Assemble NBT Into IT / Assemble IT / Install IT (RT Onto FB)
12/12/19 – Move RPMC 5080 Barge Out / Move WEC Barge Back For WEC Deployment
12/13/19 – Astro Crane (2 Cranes) & 4000W – Lift Fully Assembled WEC Of Deck Of Barge Wharf And Set Into Barge / Water
12/14/19 – Install 24" Pipe Pile Fender Piles At Ship Pier (As Soon As Ship Leaves) / Move 30' X 110' Spacer Barge To Ship Pier
12/15/19 – Move RPMC 5080 (50' X 80') 4000W Barge & WEC Barge To Ship Pier For Testing
12/16/19 – 12/19/19 – WEC In River Testing (RPMC 5080 Barge / 4000W / Push Boat "Lynx")
12/20/19 – Move RPMC 5080 Barge To RPMC Pier & Mooring Area / Move WEC barge (WEC Stowed) To RPMC Pier & Mooring Area / Move 30' X 110' Barge To Barge Wharf
12/23/19 – Move 30' X 110' Barge From NHPA Barge Wharf Back To RPMC Pier
12/23/19 – 01/06/20 – Holiday Shut Down
01/06/20 - Move WEC Barge and RPMC 5080 Barge From Our Pier Back To NHPA Barge Wharf
01/07/20 – Astro Crane (2 Cranes) & 4000W Crane – Lift Fully Assembled WEC Out Of The Water/Barge And Set Onto The Barge Wharf
01/08/20 – Astro Crane (2 Cranes) – Remove IT From FB. Lift FB, Turn FB To Vertical And Set FB Back Onto Stand. Move FB On Stand To Boat Ramp End Of Barge Wharf. Move IT To Boat Ramp End Of Barge Wharf
01/09/20 – Install Frame For Teepee on FB. Install Shrink Wrap For Teepee On FB. Connect FB To Shore Power
01/10/20 – Complete Work For WEC Winter Storage
01/11/20 – 4/30/20 – Winter Storage For WEC On Barge Wharf
04/01/20 – 4/30/20 – Build Out Barge For Ocean Deployment (Barge Wharf).
05/01/20 – 06/30/20 – Reassemble WEC, Load & Deploy WEC anchors, Install WEC Into River And Deploy WEC In Ocean.

This may change due to issues and or weather. Let me know if you have any issues or concerns.

Sincerely,

Shane Moores

Project Manager

Riverside & Pickering Marine Contractors

34 Patterson Ln

Newington NH 03801

(603) 427-2824 Office

(603) 205-5243 Cell

(866) 571-7132 Fax

EXHIBIT A



555 Market Street, Suite 1 Portsmouth, NH 03801

TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

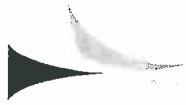
1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
8. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
9. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
10. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
11. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors
55 International Drive
Portsmouth, NH 03801

If you have any questions, please call the Pease Development Authority Legal Department at (603) 433-6348.

P:\INSURANCE FORMS\InsMemContractPort.doc

○○○○ TAKING YOU THERE

PH: 603-436-6500 FAX: 603-436-2780 www.peasedev.org



MOTION

Director Levesque:

The Pease Development Board of Directors (“PDA”) authorize the Executive Director to enter into a contract with Ransom Engineering, Division of Ports and Harbors (“Division”) Environmental Engineering contractors, for the purpose of sediment sampling in the Rye Harbor state anchorage site in preparation for the 2020–2021 Rye Harbor dredging project , in an amount not to exceed \$131,075.00 from the Harbor Dredging and Pier Maintenance (“HDPM”) account, subject to approval of the Capitol Budget Overview Committee (“CBOC”); all in accordance with a memorandum of Geno J. Marconi, Division Director, dated December 11, 2019, attached hereto.

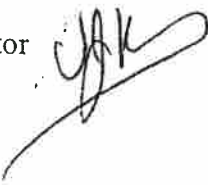


PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 7 Portsmouth, NH 03001

To: Pease Development Authority ("PDA"), Board of Directors
From: Geno J. Marconi, Director 
Re: Rye Harbor Sampling
Date: December 11, 2019

The Division of Ports and Harbors (the "Division") is seeking approval from the PDA Board to expend not more than \$131,075.00 from the Harbor Dredging and Pier Maintenance ("HDPM") account, subject to approval of the Capital Budget Overview Committee ("CBOC"), for the purpose of sediment sampling in the Rye Harbor state anchorage site in preparation for the 2020-2021 Rye Harbor dredging project ("Rye").

The Army Corps of Engineers ("ACOE") notified the Division that sediment sampling for Rye is required prior to dredging. The Division received a proposal (attached) from Ransom Engineering, our Environmental Engineering contractors, to take the samples and perform the analysis. The proposal is broken down into 3 "tasks." It is unknown at this time if just one, or all 3 of the tasks will be required as the Division has not received the final scope of the sampling requirements from ACOE. This allows 3 options pending a final determination of the sampling requirements, which are as follows:

- Task 1-ACOE has advised they believe that doing grain size analysis will be enough, as the material should be essentially the same as the samples that were taken by ACOE in the Federal portion of the dredge project. ACOE is hopeful that the Environmental Protection Agency ("EPA") will agree that the Rye samples are the same and will not require further testing. The cost to do the initial grain size sampling is \$10,603.00.
- Task 2-Should the federal agencies require further biological testing it would need to be done within 10 days of taking the original samples and if that occurs the cost for the additional sampling would be \$8,100.00.
- Task 3-In the event that another deployment and sampling becomes necessary that cost would be \$112,372.00.

As you can see, the minimum expenditure is \$10,603.00 and the maximum is \$131,075.00. In an effort to be prepared for all scenarios, I recommend that the PDA Board approve the total potential expense as indicated above, subject to approval by CBOC. This will allow the Division to proceed immediately with Tasks 2 and 3 should they be required. The Division will report back to the PDA Board when the final scope of work is determined.

The cash balance of the HDPM account as of December 10, 2019 is \$188,523.87. As a reminder, the Division will begin receiving revenue in January from 2020 Pier Use Permit fees which will help replenish the HDPM funds.

○○○○ TAKING YOU THERE

PH: 603-336-8500 FAX: 603-433-2730 www.peaseenv.org

Division of Ports & Harbors

Memorandum

To: Capt. Geno J. Marconi, Director

From: Tracy R. Shattuck, Chief H/M *TRS*

Re: Rye Harbor Sampling

Date: December 6, 2019

The Army Corps of Engineers (ACOE) is requiring sediment sampling in the State Anchorage portion of the Rye Harbor dredging project. ACOE has advised that they believe that doing only grain size analysis will be enough, as the material should be essentially the same as the samples that were taken by ACOE in the Federal portion. ACOE is hopeful that the Environmental Protection Agency (EPA) will agree that the samples are the same and will not require further testing. Ransom Engineering, our Environmental Engineering contractors, gave us a proposal to take the samples and perform the analysis. The cost to do the limited sampling is \$10,603. It is possible that the federal agencies may require limited biological testing within 10 days of taking the samples. If that occurs the cost would be an additional \$8100.

In the event that another deployment and sampling becomes necessary that cost would be prohibitive at \$112,372. In the hopes of avoiding the greater expense I recommend that we seek authorization to expend not more than \$18,703 from the Pier Maintenance and Harbor Dredge Fund. This would allow us to do the additional limited biological testing if required within the 10 day window of opportunity.

The proposal from Ransom Engineering is attached.



Consulting
Engineers
and Scientists

November 13, 2019

Project 101.05023.019

Captain Geno J. Marconi, Director
Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, New Hampshire

Re: Proposed Scope of Work – Sampling and Analyses for Dredging of Rye Harbor
Pease Development Authority – Division of Ports and Harbors
Rye Harbor State Anchorage
Rye Harbor
Rye, New Hampshire

Dear Geno:

Ransom Consulting, Inc. (Ransom) is pleased to present the following Proposed Scope of Work for your approval for the above-referenced property (the Site). This proposal is being presented as requested by you and Tracy Shattuck, Chief Harbormaster and Facility Security Officer, New Hampshire Port Authority, in our meeting on October 22, 2019.

The proposed work is in conformance with the work detailed in the October 9, 2019 Sample and Analyses Plan (SAP) Memorandum dated October 9, 2019 prepared by New England District (CENAE) of the United States Army Corps of Engineers (Corps) Project Manager Richard C. Kristoff for the Marine Analyses Section (MAS).

As we have discussed Ransom will subcontract Normandeau Associates, Inc. (Normandeau) as a regional expert in dredge project sampling, analyses and reporting, and we will work with Normandeau to provide oversight to document compliance with the SAP, particularly at key information collection events, such as dredge sediments sampling, sample characterization determinations, initial compositing needs assessment, and to facilitate appropriate communications at the critical pathway junctures with the MAS Project Manager, particularly in coordination with:

1. Initial compositing determinations for grain size analyses (if warranted, based on field observations of layering and visual sediment classification);
2. Grain size, percent moisture and total organic carbon results (to determine if a second mobilization for further sampling and analyses is needed);
3. If necessary, as determined by the MAS based on grain size analyses, 10-day bioassay tests (mortality results to be reviewed by MAS and possible MAS direction for further compositing for subsequent testing); and

300 Commercial Street, Suite 200, Portsmouth, New Hampshire 03801
4 Kentway, Portsmouth, New Hampshire 03801
2100 State Street, Portsmouth, New Hampshire 03801
Tel: (603) 766-2888
Fax: (603) 766-2889
www.ransominc.com

Captain Geno Marconi, Director
Pease Development Authority

4. Upon second mobilization (if necessary as determined by the MAS based on grain size analyses to conduct harbor sampling and offshore disposal site sampling) and compositing (as directed), chemical analyses run (and other tests started) and chemical analyses results reported (MAS provides input on contaminants of concern for 28-day bioaccumulation test).

For this proposal we considered priority analyses of grain size and whether results could be provided within 36 hours of sampling to the MAS project manager to attempt to meet hold times for possible further analyses as may be required. In that there was considerable uncertainty as to: (1) meeting the 36 hour turnaround (unlikely), (2) whether hold times could be met, (3) that the requisite volume of sediment required for *all* analyses would require an additional day of sampling, and (4) that the offshore disposal site sampling would also need to be implemented at the same time; there is considerable cost in a one-mobilization approach and considerable downside risk that resampling might have to be conducted due to lapsed hold times. Therefore, the proposal includes a separate second mobilization if required by the MAS to accommodate additional analyses as specified in the SAP and herein.

Note that the Pease Development Authority, Division of Ports and Harbors (PDA-DPH) will need to provide direction as to which disposal Site (Isle of shoals North Disposal Site or Cape Arundel Disposal Site) to Ransom prior to initiation of Task 03 (if Task 03 is required).

SCOPE OF WORK

The scope of work is as follows:

Task 00: Scope of Work Development

Meet with PDA-DPH to review SAP and understand project needs. Work with Normandeau to assess implementation options and develop scope sequencing.

Task 01: First Mobilization Sampling and Analyses

Ransom will coordinate field services (including establishment of an on-site designated sample processing area) with PDA-DPH, provide field services documentation, communicate initial mobilization results and facilitate communication at key Task junctures (as noted above) with PDA-DPH and MAS Project Manager. Work will be as outlined in the SAP and further broken down by mobilization effort in the attached Normandeau work plan and proposal and be focused on sediment core descriptions and sample location documentation (RHSA-1 through RHSA-3 per Figure 3 of the SAP), and grain size analyses, percent moisture, and total organic carbon analyses. Sufficient sediment sample volume will be collected during the first mobilization for possible 10-day bioassay analyses as indicated in Task 02.

After Ransom and PDA-DPH review and approval of the sampling and testing results, Normandeau will coordinate with the laboratory to provide data in the format required by the MAS Project Manager.

Captain Geno Marconi, Director
Pease Development Authority

Task 02: 10-Day Bioassay Analyses (if required)

Only if required by the MAS Project Manager and authorized by the PDA-DPH (after reporting of the Task 01 results), initiate subcontractor 10-day bioassay on samples as directed by MAS Project Manager.

After Ransom and PDA-DPH review and approval of the sampling and testing results, Normandeau will coordinate with the laboratory to provide data in the format required by the MAS Project Manager.

Communicate the results of the bioassay to the MAS Project Manager. Based on the 10-day bioassay results, and MAS Project Manager assessment of those results, additional compositing of samples may be justified during the second mobilization sampling effort.

Task 03: Second Mobilization Sampling and Analyses (if required)

Only if required by the MAS Project Manager and authorized by the PDA-DPH (after reporting of the Task 01 results), Ransom will coordinate field services with PDA-DPH, provide field services documentation, communicate second mobilization results and facilitate communication at key Task junctures (as noted above) with PDA-DPH and MAS Project Manager. Sampling and analyses will be as outlined in the SAP in the attached Normandeau work plan and proposal and be focused on collection and analyses of additional volume of sediment from the Rye Harbor sampling locations and the offshore disposal site (one of two locations to be specified by PDA-DPH), and water from the Harbor site and disposal site. Compositing of sediment samples will be as directed by the MAS based on Task 01 and Task 02 results.

Key communications under this task are conveyance of the bulk chemical analyses results to the MAS Project Manager to determine which contaminants of concern will be required for the 28-day bioaccumulation test tissues analyses.

Review Normandeau and laboratory data submittal and provide PDA-DPH with a summary of findings and attached laboratory report. After Ransom and PDA-DPH review and approval of the sampling and testing results, Normandeau will coordinate with the laboratory to provide data in the format required by the MAS Project Manager.

Task 04: Dredge Project Additional Consulting Support

Assist PDA-DPH as may be requested, in addition to the above services in support of information or permit filings. These services will be provided under a specific budget(s) to be provided by Ransom and approved by the PDA-DPH, in writing.

PROJECT COST

The estimated costs to provide the services described above, Task 0 through Task3, are outlined below. Please note that the actual analyses may vary depending on whether additional samples are required for analyses (i.e., if results dictate an alternate compositing scenario than what was assumed) by the MAS Project Manager or the specific suite of chemical analyses required for Task 03 tissue analyses based on the Task 03 bulk chemical analyses (again, as directed by the MAS Project Manager).

Captain Geno Marconi, Director
Pease Development Authority

Task	Description	Ransom Fees	Subcontractor Fees
Task 0	Scope of Work Development	\$1,500	\$0
Task 1	First Mobilization Sampling and Analyses	\$1,350	\$7,753
Task 2	10-Day Bioassay Analyses (if required)	\$950	\$7,150
Task 3	Second Mobilization Sampling and Analyses (if required)	\$4,100	\$108,272
<i>Subtotals</i>		\$7,900	\$123,175*

TASK 0 - TASK 1 TOTAL ESTIMATED COST: \$10,603

TASK 0 - TASK 3 TOTAL ESTIMATED COST: \$131,075

*Note: Normandeau confirmed that their work will only include the services and subcontracting actually incurred and remains flexible to accommodate MAS and project requirements.

The costs will be incurred on a time and materials basis, and in accordance with Ransom's *Agreement for Civil/Environmental Consulting Services* with the PDA as authorized in Amendment No. 1 executed July 25, 2017 (Agreement).

SCHEDULE

Ransom will complete the proposed scope of work within 5 weeks of receiving contractual authorization to proceed. Ransom remains available to coordinate a schedule to meet time constraints which may arise.

ORGANIZATION

Jay Johonnett will be serving as project manager for this project and will be your primary contact at Ransom. Should Jay be unavailable, please feel free to contact Steven Rickerich if you have questions.

BILLING AND PAYMENT OPTIONS

Ransom will invoice before the 20th of the month for the prior month's services.

AUTHORIZATION

Prior to initiation of project work, we will need to receive an executed copy of this proposal, which will serve as our authorization to proceed. The work will be conducted in accordance with our Agreement with the PDA as authorized in Amendment No. 1 executed July 25, 2017.

Captain Geno Marconi, Director
Pease Development Authority

Ransom is pleased to have the opportunity to present this proposal to you. If you have any questions regarding the scope of work, please feel free to call us.

Sincerely,

RANSOM CONSULTING, INC.

Jay P. Johonnett
Project Engineer



Digitally signed by Steven F.
Rickerich
Date: 2019.11.13 15:27:12 -05'00'

Steven F. Rickerich, P.G.
Vice President

JPJ/SFR:jar
Attachments

APPROVED AND ACCEPTED BY PEASE DEVELOPMENT AUTHORITY:

Signature: _____

Name (print or type): _____

Title: _____ Date: _____

ATTACHMENT

Normandeau Proposal

Proposed Scope of Work – Sampling and Analyses for Dredging of Rye Harbor
Pease Development Authority – Division of Ports and Harbors
Rye Harbor State Anchorage
Rye Harbor



November 13, 2019

Steven F. Rickerich
Ransom Consulting, Inc.
112 Corporate Drive
Portsmouth, NH 03801

SENT VIA EMAIL: steven.f.rickerich@ransom.com

SUBJECT: Normandeau Cost Proposal for Sediment Sampling and Analytical Testing Services for the Proposed Maintenance Dredging, Rye Harbor, Rye, NH, Rev: 1
Normandeau Opportunity No. 2020-04-030

Dear Mr. Rickerich:

Normandeau Associates, Inc. (Normandeau) is pleased to provide this proposal in response to Ransom Consulting, Inc.'s (Client or Ransom) request for the collection and laboratory analytical testing of sediment from Rye Harbor, located in Rye, NH. This letter, in accordance with the Subcontract Agreement dated March 2, 2018 (Attachment 1) between Normandeau and Ransom is to be considered an AGREEMENT when executed and witnessed by Ransom's duly authorized agent.

SCOPE OF WORK:

Summary of professional services to be performed by Normandeau are as follows (Attachment 2):

A. Work to be performed:

The sampling effort for this project requires Normandeau to provide labor, equipment, and materials to collect and analyze sediment cores from three locations in the Rye Harbor and sediment from the reference location as directed in the "Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222", 9 October 2019 (SAP) (Attachment 3). The sediment cores will be photographed, logged, processed for shipping, and analyzed as directed in the SAP.

Due to the complexity of the sampling program and analytical testing as presented in the SAP, Normandeau has assumed that two separate deployments would be needed, to collect the sample volume required. This is due to the uncertainty of meeting the expedited turn-around times as well as accommodating a review time of unknown duration and coordinating all of the above with required off-shore disposal site sampling and the analytical hold times for the biologicals under a tiered approach to characterization.

B. Schedule:

Field work will be scheduled within two to three weeks of written notice to proceed.

C. Deliverables:

Data submittal for each milestone (listed below) will be within ten days of receipt of analytical results in accordance with the SAP. Turnaround time for the analytical results will be in accordance with the *Regional Implementation Manual for the Evaluation of Dredged Material Proposed for Disposal in New England Waters* (RIM) dated May 6, 2004. Data submittal, in accordance with the SAP, will include sub-meter coordinates for the coring locations, photographs, boring logs and field data sheets, and analytical results for chemistry samples.

PROJECT COSTS:

Milestone Deliverables	Expected Number of Samples	Milestone Description	Fees
TASK 1 - Physical Analysis			
First Deployment		Mobilization/Demobilization	\$3,900
Dredge Area Sampling	3-core samples	Expect 1 day sampling	\$2,990
Analytical Laboratory Testing (Attachment 4)	4 Samples: 3-Dredge Area, 1-Sample Duplicate	Grain Size, TOC (in duplicate), % Moisture,	\$863
		TASK 1 TOTAL	\$7,753
TASK 2 - Solid Phase Sediment Assay (If required)			
10-Day Toxicity Assays	2 test species	Based on 1 composite sample	\$7,150
TASK 3 - Bulk Sediment and Site Water Analysis (if required)			
Reference Location Sampling	1-sediment sample	Cape Arundel Disposal Site (CADS)	\$1,982
Trace metals: As, Cd, Cr, Cu, Pb, Hg, Ni, Zn/PAHs/PCB Congeners/Pesticides	Composite of 3 dredge site sediment samples and 1 site water	Based on 1 composite sample plus QC tests	\$4,950
NE District formatted Electronic Data Deliverable (EDD) package	1		\$110
TASK 4 – Elutriate and Biological Testing (if required)			
Second Deployment		Mobilization/Demobilization	\$3,900
Dredge Area Sampling	3	Expect 2 days sampling	\$5,760
Analytical Laboratory Testing	Pricing based on 3 sample locations to be composited into 1, in accordance with SAP	See Attachment 4	\$84,200
NE District formatted Electronic Data Deliverable (EDD) package	2		\$220

Milestone Deliverables	Expected Number of Samples	Milestone Description	Fees
		TASK 2-4 TOTAL	\$108,272
Alternate Reference Location			
Reference Location Sampling	see off-site leach Disposal Site	Trillium Leach Disposal Site	\$18,000

COMPENSATION:

The fee schedule above was based on a standard fee schedule with no contingencies. The fee schedule is subject to change without notice. The fee schedule is based on the current market rates for similar work. The fee schedule is based on the current market rates for similar work. The fee schedule is based on the current market rates for similar work.

TERMINATION AND PAYMENT:

The fee schedule above is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract.

POINT OF CONTACT:

Normandeau Associates
 1000 Avenue 66
 Suite 200
 Ottawa, Ontario K1H 8L9
 Tel: 613-735-1111
 Fax: 613-735-1112
 Email: dnazario@normandeau.com

The fee schedule above is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract.

The fee schedule above is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract. The fee schedule is subject to the terms and conditions of the contract.

[Handwritten Signature]

Normandeau Associates
 1000 Avenue 66
 Suite 200
 Ottawa, Ontario K1H 8L9

Normandeau Associates
 1000 Avenue 66
 Suite 200
 Ottawa, Ontario K1H 8L9

Attachments:

1. Subcontract Agreement dated March 2, 2018
2. Scope Of Work
3. Sample Analysis Plan
4. Laboratory Analytical Costs

ACKNOWLEDGMENT

SUBJECT: Normandeau Cost Proposal for Sediment Sampling and Analytical Testing Services for the Proposed Maintenance Dredging, Rye Harbor, Rye, NH, Rev: 1
Normandeau Opportunity No. 2020-04-030

Ransom Consulting, Inc. hereby agrees to the Scope of Work (Attachment 2) and all terms and compensation as stated above. Normandeau is hereby directed to proceed. The signature below represents and possesses the full legal authority to execute this agreement on behalf of Ransom Consulting, Inc.

Duly Authorized Agent

Date

Printed Name

Title

Attachment 1 – Subcontract Agreement

grossly negligent, or willful act or actions or omissions on the part of the Subcontractor (or its subcontractors or any other person performing any of the Services for the Subcontractor).

5.4. Anything in Subsection 5.3 to the contrary notwithstanding, the Subcontractor shall not be liable to the extent that any liability, loss, damage, cost and expense described in Subsection 5.3 results solely from (a) an act of gross negligence or willful misconduct by Ransom or its employees, or (b) Ransom's use of information or data derived from the Services for any purpose which is expressly disclaimed in writing by the Subcontractor.

5.5. Subcontractors hired to provide field services shall have a corporate health and safety program in conformance with the requirements of 29 CFR 1910.132 and, when applicable, conduct work in accordance with 29 CFR 1926. Furthermore, the Subcontractor agrees to provide site-specific health and safety plans for their field staff for the field services to be provided.

ARTICLE 6. SUBCONTRACTS A subcontractor is a person or entity who provides or performs, either directly or indirectly, services for the Subcontractor. The Subcontractor shall not employ any subcontractor without the prior written consent of Ransom and shall obtain, at the option of Ransom, a written agreement with each subcontractor in form satisfactory to Ransom. As between Ransom and the Subcontractor, the Subcontractor shall be responsible for the acts and omissions of its subcontractors. Ransom may make reasonable requests for information and data concerning any subcontractors under this Agreement, and any other matter deemed by Ransom to be pertinent hereto, and the Subcontractor, on behalf of the subcontractor, hereby agrees to submit such information and data promptly upon request. Ransom requires that all subcontractors maintain adequate insurance coverage, as described in Article 8 below.

ARTICLE 7. PROTECT THIS OF PERSONS AND PROPERTY The Subcontractor acknowledges and is aware that the requirements of when it is performing the Services or the samples which it is analyzing may contain residential, commercial, industrial and/or hazardous waste materials, and the Subcontractor knowingly and voluntarily assumes all risk of injury and damage to the Subcontractor and its property, employees, subcontractors, and others working for the Subcontractor caused by exposure to such materials. The Subcontractor agrees to assume fully all of its employees, subcontractors, and others working for the Subcontractor of the risks associated therewith and of all necessary environmental safety and health procedures required by applicable local, state or Federal laws, regulation or orders.

ARTICLE 8. INSURANCE The Subcontractor agrees at all times during the Term of this Agreement, in addition to any other risk coverage Ransom may reasonably request, to maintain in full force and effect the following insurance coverage in amounts acceptable to Ransom: Worker's Compensation (including occupational disease) in accordance with applicable statutory and regulatory requirements; Employer's Liability insurance with maximum limits of \$1,000,000 (including coverage on all of Subcontractor's employees engaged in the performance of the Services); Comprehensive General Liability insurance with maximum limits of \$1,000,000 (including protection liability covering death or bodily injury and contractual liability); automobile liability on an occurrence basis with including AARIS-90 endorsements with minimum limits of \$1,000,000 assumed single limit and shall cover all motor vehicles, whether they are owned, non-owned, or hired; Professional Liability/Errors and Omissions insurance with minimum limits of \$1,000,000 per occurrence when required by Ransom or its client. An umbrella policy shall have limits of \$1,000,000. In the event of non-compliance of any of the Services hereunder, the Subcontractor agrees to furnish to Ransom certificates of insurance or other evidence satisfactory to Ransom to the effect that such insurance has been procured and is in full force and effect and shall name Ransom as additional insured on general liability insurance and pollution insurance when required. The certificates shall accurately reflect the required insurance coverage, including any and all limitations, exclusions and restrictions. In the event of cancellation or material change to a policy affecting the certificate holder, the Subcontractor agrees to notify Ransom upon notification by the insurance company.

ARTICLE 9. PATENTS, PUBLICATIONS AND TRADE SECRETS

9.1. Subcontractor agrees that it will not at any time, either while engaged hereunder by Ransom or thereafter, make any outside use of, or disclose to any other person or organization, except as authorized in writing by Ransom, any information, whether patentable or not, regarding plans, programs, facilities, designs, processes, products, costs, equipment, operations or customers of Ransom which comes within the knowledge of the Subcontractor in performance of the Services hereunder.

9.2. In the event the Subcontractor creates and desires to publish, produce or use for itself or others, any writings, drawings, photographs or computer software which contains information received as a result of the Services performed for Ransom by the Subcontractor, a draft manuscript or printout must be provided to Ransom by the Subcontractor prior to publication, production or use. Under no circumstances will any publication, production or use by the Subcontractor relating to the business or activities of Ransom or performance of the Services of the Subcontractor hereunder be allowed without the prior written consent of Ransom. The Subcontractor also agrees that any manuscript, article, book, pamphlet, advertisement, drawing, photograph or computer software produced for Ransom by the Subcontractor is to be deemed "worked for hire" for which Ransom is entitled to all copyrights and other benefits thereunder.

ARTICLE 10. CONFIDENTIAL INFORMATION

10.1. The Subcontractor recognizes and acknowledges that it will have access to certain confidential information of Ransom and its affiliates, including without limitation information regarding plans, programs, facilities, designs, processes, products, costs, trade secrets, equipment, operations and customers (hereinafter collectively referred to as "Confidential Information") and that such Confidential Information constitutes valuable, special, and unique property of Ransom and its affiliates. The Subcontractor will not, during or after the Term of this Agreement, use for its own benefit or the benefit of others, or disclose any Confidential Information to any person, firm, corporation, association or other entity, except with the prior written consent of Ransom. In the event of a breach or threatened breach by the Subcontractor of the provisions of this Article 10, Ransom shall be entitled to a temporary restraining order and/or preliminary injunction restraining the Subcontractor from using or disclosing, in whole or in part, the Confidential Information, and the Subcontractor consents to the entry of such a temporary restraining order and/or preliminary injunction without the necessity of Ransom posting any bond in connection therewith and agrees that it shall not assert any defenses to any petition filed by Ransom in a court of competent jurisdiction requesting such temporary restraining order and/or preliminary injunction, as the case may be. Nothing herein shall be construed as prohibiting Ransom or its affiliates from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of damages from the Subcontractor.

10.2. The obligations of this Article 10 do not apply to information which: (a) is or becomes part of the public domain without the breach of any obligation of confidentiality to Ransom or any other person or entity; (b) is lawfully in the possession of the Subcontractor at the time it

15.10 The rights and remedies of Ransom described hereunder are cumulative and are in addition to any other rights and remedies Ransom may have at law or in equity.

Attachment 2: Scope of Work

NORMANDEAU ASSOCIATES, INC.

Normandeau has provided sediment sampling services in water bodies along the East Coast, to include Rye, NH, and within the Greater Philadelphia and New York Metropolitan Areas for over 30 years. Normandeau's fleet of boats and vibracoring equipment allows flexibility for our staff to collect samples in sometimes hard-to-access locations so that Normandeau may provide our clients with precise and definitive results for their projects. If awarded this project, a two person crew from Normandeau's Hampton, NH office will be responsible for collecting the Disposal Site reference sample and a two person crew comprised of one member from Normandeau's Hampton, NH office, and one member and all coring equipment from the Pottstown, PA office will be responsible for collecting the Rye Harbor sediment cores.

SAMPLING APPROACH

Sediment Collections

Normandeau anticipates using our coring barge with a submersible vibracore unit to conduct sediment core collection activities. Normandeau's primary vibracoring unit, a Rossfelder P-3, facilitates sampling of soft or loosely compacted sediment/soil deposits using clear, semi-rigid cellulose acetate butyrate (CAB) tubes. This material allows for faster coring deployments and immediate inspection of the collected core through the clear tube.

Where possible and as directed in the SAP, Normandeau will attempt to advance sample cores to the maximum project sediment depth of -8.0 feet mean lower low water plus 1-foot over dredge. Due to inconsistencies in sediment composition (thick clays, gravel/debris, high percentage of sands), complete sample cores from sediment surface to project depth may not be possible. Therefore, coring will continue at each sample location until project depth is attained or until refusal occurs. An additional attempt may be made if it is determined by the Normandeau Coring Supervisor that refusal was due to debris or core blockage.

Re-usable coring and sampling equipment will be decontaminated per U.S. EPA protocol between sample locations.

Sediment Processing and Shipping

After core collection, at the processing area and per the requirements of the SAP, each core will be visually characterized and have boring logs completed which will include a visual description and photographs of the sediment and core. Normandeau assumes that Ransom will receive approval from the property owners for a sample processing area near the boat launching facility. Normandeau will ship or courier samples to the subcontract laboratory in sealed containers for analysis as described below and in accordance with the SAP and RIM.

Laboratory Sample Analysis

Enthalpy Analytical of Hampton, NH, an approved laboratory with the New England District of the U.S. Army Corps of Engineers (CENAE), has been selected by Normandeau to provide sediment and site water testing and analysis. Physical analyses will be performed for each of the three sediment samples assuming no "significant" distinct vertical stratification (at least 2 feet in length) is evident. If stratification is identified the CENAE-RDC Project Manager will be contacted for guidance on possible subsampling needs.

Physical analysis will include:

- grain size (percent sand, silt and clay)
- total organic carbon (TOC)
- total solids

In accordance with the SAP and the determination of a composite scheme, additional analytical testing may be required. Any additional sediment and site water testing will be conducted in accordance with the SAP.

Analytical results will be reported by the testing laboratory in New England District Electronic Data Deliverables (EDD) format. The report and analytical results will be reviewed by the Normandeau project manager and submitted to Ransom in draft form.

SCHEDULE

Normandeau's field team can usually be available within two to three weeks upon receipt of Ransom's written Notice to Proceed and written agreement with this proposed scope of work. Normandeau estimates that the first deployment for sediment collection and processing will take one day to complete. Results will be reported to Ransom within one business day of receipt.

Normandeau's project manager will contact Ransom in order to establish dates for the on-site work, understanding that access to the Rye Harbor will be based on local weather and water conditions.

ASSUMPTIONS

For determining analytical costs Normandeau has assumed that the three sediment cores will be less than 90% sand and will have no additional stratified layers to sample and will therefore be considered three separate core samples. Should this not be the case, the cost for each additional sample analysis will increase according to Normandeau's standard rate schedule and analytical fees listed in Attachment 4.

PROJECT COSTS

A breakdown of Normandeau costs for conducting the sediment collections and analyses are as follows:

1. **Mobilization/Demobilization: \$3,900.00 (per event).** This rate includes project management and report preparation time, utility clearances, round trip mobilization/demobilization of Normandeau's equipment and crew to the site, and equipment preparation and cleanup time. It also includes time for developing a Site-Specific Health & Safety Plan, QA/QC and submittal of field data sheets, core photographs, boring logs, GPS sample location coordinates, and laboratory correspondence and QA/QC of analytical results and results submittal.
2. **First Field Sampling: \$2,990.00.** This rate includes one field sampling day, labor fees for one field crew lead scientist and one experienced assistant, meals and lodging, vibracore system, sample processing equipment, a tow vehicle, and a fully-outfitted coring barge. Three sediment cores will be collected.
3. **Second Field Sampling: \$5,760.00.** This rate includes two field sampling days, labor fees for one field crew lead scientist and one experienced assistant, meals and lodging, vibracore system, sample processing equipment, a tow vehicle, and a fully-outfitted coring barge. Sediment from three sample locations will be collected. Additional sample volume will be collected at each location for the biological tests including site water. The three core locations will be combined to create one sediment composite.

4. **Reference Location Sampling (CADS): \$1,982.00.** This rate includes one field sampling day, labor fees for one field crew lead scientist and one experienced assistant, sampling equipment, a tow vehicle, and a fully-outfitted sampling vessel. Sufficient sediment and site water will be collected for biological and chemistry analysis.

5. **Alternate Reference Location Sampling (Isle of Shoals): \$1,930.00.** This rate includes one field sampling day, labor fees for one field crew lead scientist and one experienced assistant, sampling equipment, a tow vehicle, and a fully-outfitted sampling vessel. Sufficient sediment and site water will be collected for biological and chemistry analysis.

6. **Laboratory Analytical Costs:** See Attachment 4 which includes:
 - Four sediment samples for grain size, total solids, and total organic carbon (TOC)
 - One sediment composite for two 10-day bioassay tests
 - One composite sediment and one site water sample for bulk chemical testing
 - Generation of elutriate solution and analyses for one sediment composite and one reference water
 - One sediment composite for 28-day bioaccumulation tests and tissue analyses for two organisms
 - Required QC samples and analysis
 - Normandeau handling fee of ten percent (10%)

Attachment 3 – Sample Analysis Plan

MEMORANDUM FOR: Richard C. Kristoff Project Manager, CENAE-RDC

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

Background: In response to your request of 22 August 2019, the Marine Analysis Section of the New England District, Regulatory Division (MAS) has developed this sampling and analysis plan (SAP) to gather information to support a suitability determination for the proposed open ocean disposal of material dredged from the Rye Harbor State Anchorage. All sampling and analysis activities described in this plan shall follow the requirements set forth in the *Regional Implementation Manual for the Evaluation of Dredged Material Proposed for Disposal in New England Waters* (RIM) dated May 6, 2004. A copy of the RIM as well as requirements for electronic submission of data, may be downloaded from the website,

http://www.epa.gov/region1/nae/nae_rim.html

1. Project Description: The Town of Rye is proposing to maintenance dredge approximately 85,137 square feet within the state anchorage to an approximate depth of -8 feet mean lower low water plus a 1-foot overdredge adjacent to the Rye Harbor Federal Navigation Channel (FNP) (Figure 1). Approximately 8,154 cubic yards is proposed to be mechanically dredged from the project footprint with disposal proposed at the Isle of Shoals North Disposal Site or the Cape Arundel Disposal Site (CADS).

2. Conceptual Site Model: MAS reviewed information provided by the applicant's contractor as well as information available online and at NAE including historic testing data, previous environmental assessments, water quality data, adjacent land-use information, spill and outfall data, and interviews with local officials. This information was used to develop a conceptual site model (CSM) (Figure 2) for the proposed project that characterized potential sources of contamination, site-specific contaminants of concern, exposure pathways, and biological receptors to help develop this SAP.

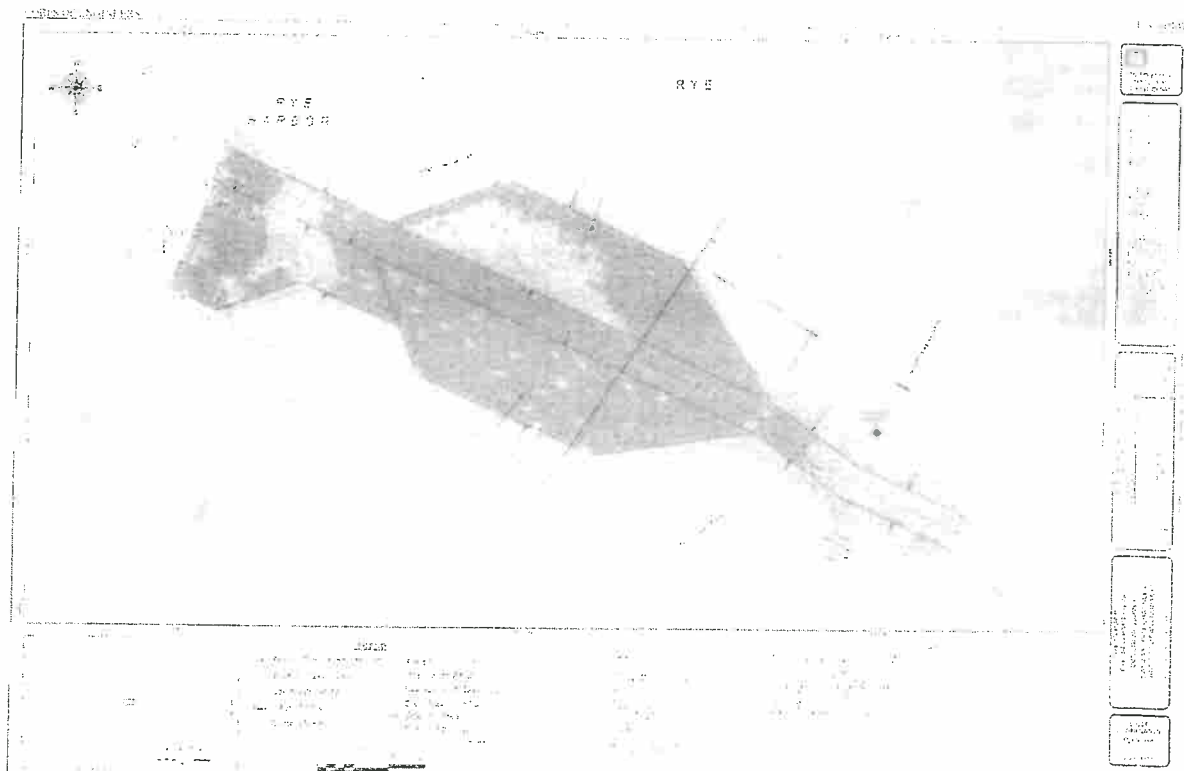
Rye Harbor is located approximately five miles south of Portsmouth, NH and 13 miles north of the mouth of the Merrimack River. The harbor is protected from the open ocean by two jetties; the FNP includes an entrance channel and anchorages to the north and south of the channel (Figure 1).

Land use around Rye Harbor is predominately recreational and residential with the Awcomin Salt Marsh and the Rye Harbor State Park to the

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH,
File Number NAE-2019-02222

Figure 1. Rye Harbor State Anchorage, Federal Anchorages, and Federal Channel.



north and west and several private dwellings situated along the northern and southern shores of the harbor. The State of New Hampshire maintains a boat ramp at the terminus of the FNP channel with a gravel parking lot and seasonal support facilities. The harbor is home to a small commercial and recreational fishing fleet and the boat ramp is a popular launching point for recreational boats.

Figure 2. Conceptual Site Model.



The State of New Hampshire classifies Rye Harbor, and the adjacent salt marsh tributaries, as Category 5-M (NHDES 2015). Category 5-M waters are impaired for a parameter that requires a Total Maximum Daily Load but the impairment is considered marginal. For Rye Harbor the listed impairments include mercury, polychlorinated biphenyls, and dioxin (NHDES 2015).

Based on a review of available data from the United States Coast Guard National Response Center (NRC), the New Hampshire Department of Environmental Services (NHDES), and communication with local officials, MAS determined that there are no known outfalls and 16 recent spills in the vicinity of the project area (Table 1). Biological testing performed on the adjacent FNP found the material in the channel suitable for unconfined open-ocean disposal at CADS.

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

Table 1. Spills Reported to NRC and NHDES in Rye Harbor from 2010-Present.

Date	Product	Source
2010 ^a	Mystery Sheen	Unknown
9/16/10 ^b	Sheen	Unknown
2011 ^a	Mystery Sheen	Unknown
1/20/11 ^b	Sheen	Sunken Vessel
6/21/11 ^b	Sheen	Unknown
7/17/11 ^b	Petroleum Discharge	Vessel Bilge
8/15/11 ^b	Sheen	Unknown
2012 ^a	Mystery Sheen	Unknown
7/31/12 ^b	Sheen	Unknown
7/22/13 ^b	Sheen	Unknown
2014 ^a	Mystery Sheen	Unknown
5/27/14 ^b	Sheen	Unknown
2016 ^b	Mystery Sheen	Unknown
2017 ^b	Gasoline Spill	Unknown
7/19/17 ^a	Sheen	Vessel
7/19/17 ^a	Sheen	Submerged Vessel

^a NRC record

^b NHDES record

Following this Tier One review of the site characteristics and the available historical data, the Rye Harbor State Anchorage was given a *low-moderate* risk ranking according to the following matrix (adapted from USACE 2014 Dredged Material Evaluation and Disposal Procedures, User Manual. Dredged Material Management Program, U.S. Army Corps of Engineers, Seattle District).

Rank	Guidelines
Low	Few or no sources of contamination. Data available to verify no significant potential for adverse biological effects.
Low-Moderate	Few or no sources of contamination but existing data is insufficient to confirm ranking.
Moderate	Contamination sources exist within the vicinity of the project with the potential to produce chemical concentrations that may cause adverse biological effects.
High	Known sources of contamination within the project area and historical data exists that has previously failed biological testing.

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

The New England District last dredged Rye Harbor in 1990 when approximately 55,000 cubic yards of fine sand and silt were mechanically removed from the channel and anchorage areas. This material was placed at CADS, located approximately 22 nautical miles northeast of the project area.

3. Sample Collection: Dredge area sediment cores shall be collected at the three locations (RHSA-1 through RHSA-3) shown in Figure 3. These locations were selected based on information from the CSM described above and from the distribution of point sources in the vicinity of the project footprint. Core samples shall be collected to the proposed dredge depth plus the overdredge amount. Core logs shall be provided with photographs and narratives describing relative grain sizes, color, odor, strata, core length, depth of penetration, and percent recovery along with other pertinent sediment sampling observations. The core photographs shall clearly indicate the sample identification and depth. The cores shall be inspected in the field for stratification. If the cores show significant stratification or obvious signs of contamination, in the opinion of the sampling crew, subsamples shall be made of each layer.

All sediment being held for testing shall be stored in accordance with the requirements in Table 2 (from Table 8-2 in Evaluation of Dredged Material Proposed for Ocean Disposal, Testing Manual, 1991).

The latitude and longitude for each sample location shall be reported in the Geographic NAD 83 coordinate system in decimal degree format. The type of equipment used in positioning shall be reported. The horizontal accuracy of each sample location shall be 9 feet or less and shall be reported along with the coordinates.

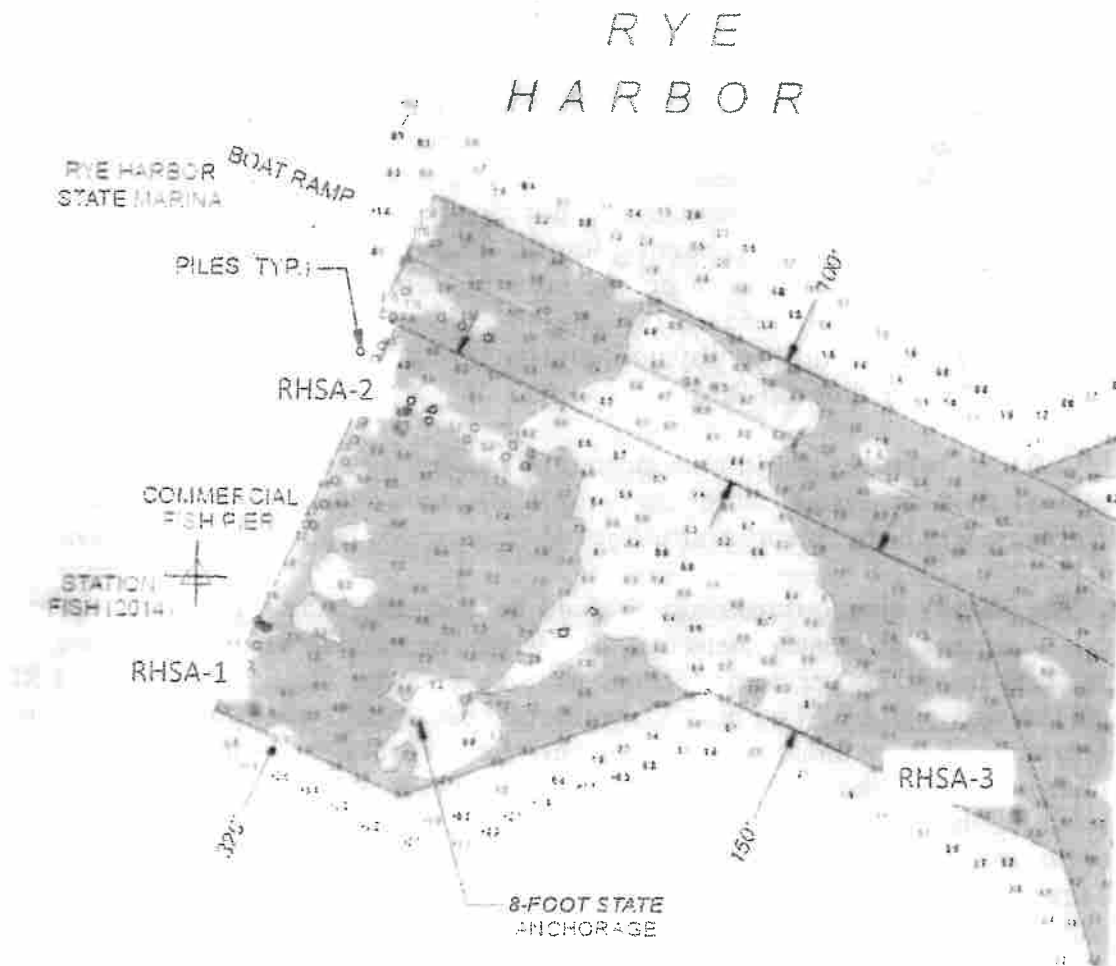
4. Sample Analysis: Each core or core segment from the dredge area shall be individually analyzed for grain size and the results reported to the MAS project manager before any compositing is performed. The final compositing plan will be determined by the Corps based on proximity, sediment type, and physical characteristics. Sufficient material shall be collected from each sample location for grain size and for the analyses described in the sections below.

5. The reference site sediment should be collected from the CADS Reference Site located at latitude 43° 17.9' N and longitude 70° 26.02' W.

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

Figure 3. Rye Harbor State Anchorage Sample Locations.



6. After the grain size analysis is done, the 10-day bioassay test should be run. This test should be performed in accordance with the requirements of the following three documents: the RIM; the Green Book; and Methods for Assessing the Toxicity of Sediment-Associated Contaminants with Estuarine and Marine Amphipods, 1994. The bioassay test should use two species of test animals, the amphipod *Ampelisca abdita* and the mysid shrimp *Americamysis bahia*.

The results of the 10-day bioassay test should be reported to me, or, if I am not available, to the MAS, as soon as possible after its completion. If this test shows a statistically significant mortality, in accordance with the above documents, we may decide to cancel the rest of the tests. It is important that the results of this test be reported to me promptly as the sediments have short

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

holding times. In addition, we may decide to further composite the sediments for the bulk sediment chemistry analyses, the suspended particulate bioassay test, and the bioaccumulation test based upon the results of the bioassay test.

7. Bulk sediment chemistry shall be performed on the individual or composite sediment samples from the dredge area according to the final compositing plan. Testing parameters, analytical methods, and reporting limits to be used are outlined in Table 2 (Extracted from Tables 1, 2, and 3 of the RIM). The listed analytical methods are recommended but can be replaced by other methods that will give the required reporting limits. The Total Organic Carbon analysis (TOC) shall be performed in duplicate on each composited sample, and a TOC Standard Reference Material (SRM) shall be run with the sample batch. Additional guidance on the physical and chemical analysis of sediments can be found in Chapter 5 of the RIM.

These results should be reported to me, or, if I am not available, to the MAS, as soon as possible after its completion, so we can review them and determine what are the contaminants of concern for the bioaccumulation test.

8. The 28-day bioaccumulation test can be started at the same time as the bulk sediment chemistry tests but should not be started before those tests. This test should be performed in accordance with the requirements of the RIM and the Green Book. The bioaccumulation test should use a bivalve, either *Macoma nasuta* or *Macoma balthica*, and the polychaete *Nereis virens* as test animals. At the end of the 28-day test, the tissues of the survivors should be tested for the contaminants of concern according to Table 9 of the RIM. The contaminants of concern will be determined from the above-mentioned bulk sediment chemistry tests. If, at the end of the 28 days, the results of the bulk sediment chemistry analyses are not ready and have not been reviewed by MAS to determine the contaminants of concern, the lab should process the tissues to a convenient and safe stopping point to await notification on the contaminants of concern.

9. The suspended particulate bioassay test should be in accordance with the requirements of the RIM and the Green Book. This test can be started at the same time as the 28-day bioaccumulation and bulk sediment chemistry tests. Three test species shall be used: a crustacean; a fish; and the planktonic larvae of a third species. We recommend *Mysidopsis bahia*; *Menidia menidia* or *Menidia beryllina*; and larvae of either *Mytilus edulis* or *Arhacia punctulata*.

The chemical analysis of elutriate and dredging site waters is discussed in Section 9.4 of the Green Book. The test parameters should include all of the items on the attached sheet. The reporting limits should be those indicated on

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

the attached sheet (Table 3). The listed analytical methods are recommended but can be replaced by other methods that will give the required reporting limits.

10. All laboratories used for this project must have an approved Laboratory Quality Assurance Plan (LQAP) on file with NAE. Any data produced from a lab without an approved LQAP will not be accepted. The RIM, a list of laboratories with approved LQAPs, and the reporting format and requirements for electronic submission of data are available for download through the NAE website:

http://www.nae.usace.army.mil/NAE/About/Registration/Approved_Laboratories/Download/

11. **Reporting:** All sediment testing data is required to be submitted electronically in the electronic data deliverable (EDD) format available on the NAE website (http://www.nae.usace.army.mil/NAE/About/Registration/Approved_Laboratories/Download/Download_Electronic_Data_Deliverable.aspx). Hard copy data submission is also required but may be substituted with a printer friendly, easy-to-read format (e.g., PDF, MS Word). Any analytes not detected shall be reported as the reporting limit and qualified with a "U". Non-detects shall not be reported as the method detection limit (MDL). Quality Control Summary Tables must be completed and included with each data submission. These tables are found in Appendix II of the RIM and are also available on the RIM website:

http://www.nae.usace.army.mil/NAE/About/Registration/Approved_Laboratories/Download/Download_Electronic_Data_Deliverable.aspx#QualityControlSummaryTables

12. Copies of this SAP were sent to the United States Environmental Protection Agency (USEPA), NHDES, and the Maine Department of Environmental Protection (MEDEP). The USEPA and the NHDES concurred with this SAP. The MEDEP did not respond within the ten business review period and their concurrence is assumed.

13. **Contact Information:** If you, the applicant or the testing laboratory have any questions about this SAP, feel free to contact the MAS at 978-318-8495 or christopher.l.veinotte@usace.army.mil.

CHRISTOPHER L. VEINOTTE
Project Manager
Marine Analysis Section

CENAE-RDP

SUBJECT: Sampling and Analysis Plan for Dredging of Rye Harbor State Anchorage, Rye Harbor, Rye, NH, File Number NAE-2019-02222

14. References:

- EPA/USACE 2004. Regional Implementation Manual for the Evaluation of Dredged Material Proposed for Disposal in New England Waters. U.S. EPA Region 1, Boston, MA/U.S. Army Corps of Engineers, New England District, Concord, MA.
- EPA/USACE 1991. Evaluation of Dredged Material Proposed for Ocean Disposal – Testing Manual. Environmental Protection Agency, Office of Water and Department of the Army, United States Army Corps of Engineers. Washington, D.C.
- Iannuzzi, T.J., T.N.Armstrong, E.R.Long, J.Iannuzzi, and D.F.Ludwig. 2008. Sediment quality triad assessment of an industrialized estuary of the northeastern USA. *Environmental Monitoring and Assessment*. 139: 257- 275.
- Long, E. R., Ingersoll, C. G., and MacDonald, D. D. 2006. Calculation and uses of mean sediment quality guideline quotients: A critical review. *Environmental Science and Technology*. 40(6): 1726–1736.
- NHDES 2015. State of New Hampshire 2014 Section 305(b) and 303(d) Consolidated Assessment and Listing Methodology. NHDES-R-WD-15-9. New Hampshire Department of Environmental Services. Concord, NH.
- USACE 2014. Dredged Material Evaluation and Disposal Procedures, User Manual. Dredged Material Management Program, U.S. Army Corps of Engineers, Seattle District.

TABLE 2: BULK SEDIMENT TESTING PARAMETERS

<u>Parameter</u>	<u>Analytical Method</u>	<u>Reporting Limit (ppm)</u>
Metals		
Arsenic	6010B, 6020, 7060, 7061	0.4
Cadmium	6010B, 6020, 7130, 7131	0.07
Chromium	6010B, 6020, 7190, 7191	0.5
Copper	6010B, 6020, 7210	0.5
Lead	6010B, 6020, 7420, 7421	0.5
Mercury	7471	0.02
Nickel	6010B, 6020, 7520	0.5
Zinc	6010B, 6020, 7950	1.0
PCBs (total by NOAA summation of congeners)		
See next page	8082A	0.001
Pesticides		
Aldrin	NOAA (1993), 8081B	0.001
cis- & trans-Chlordane	Heptachlor epoxide	
4,4'-DDT, DDD, DDE	Hexachlorobenzene	
Dieldrin	Lindane	
α & β Endosulfan	Methoxychlor	
Endrin	cis- & trans-Nonachlor	
Heptachlor	Oxychlordane	
	Toxaphene	0.025
Polycyclic Aromatic Hydrocarbons (PAHs)		
Acenaphthene	8270C-SIM	0.01
Acenaphthylene	Chrysene	
Anthracene	Dibenzo(a,h)anthracene	
Benzo(a)anthracene	Fluoranthene	
Benzo(a)pyrene	Fluorene	
Benzo(b)fluoranthene	Indeno(1, 2, 3-cd)pyrene	
Benzo(k)fluoranthene	Naphthalene	
Benzo(g, h, i)perylene	Phenanthrene	
	Pyrene	
Total Organic Carbon	Plumb (1981), APHA (1995)	0.1%
Percent Moisture	Plumb (1981), EPA (1992), PSEP (1986)	1.0%
Grain Size	Wet Sieve (#4, 10, 40, 200)	

TABLE 2: BULK SEDIMENT TESTING PARAMETERS (CONTINUED)

PCB CONGENERS

Analytical Method: NOAA (1993), 8082A

Reporting Limit: 1 ppb

Congeners:

8*	2,4' diCB
18*	2,2',5 triCB
28*	2,4,4' triCB
44*	2,2',3,5' tetraCB
49	2,2',4',5 tetraCB
52*	2,2',5,5' tetraCB
66*	2,3',4,4' tetraCB
87	2,2',3,4,5' pentaCB
101*	2,2',4,5,5' pentaCB
105*	2,3,3',4,4' pentaCB
118*	2,3',4,4',5 pentaCB
128*	2,3,3',4,4' hexaCB
138*	2,2',3,4,4',5' hexaCB
153*	2,2',4,4',5,5' hexaCB
170*	2,2',3,3',4,4',5 heptaCB
180*	2,2',3,4,4',5,5' heptaCB
183	2,2',3,4,4',5',6 heptaCB
184	2,2',3,4,4',6,6' heptaCB
187*	2,2',3,4',5,5',6 heptaCB
195*	2,2',3,3',4,4',5,6 octaCB
206*	2,2',3,3',4,4',5,5',6 nonaCB
209*	2,2',3,3',4,4',5,5',6,6' decaCB

* denotes a congener to be used in estimating Total PCB. To calculate Total PCB, sum the concentrations of all eighteen congeners marked with a "*" and multiply by 2.

The specified methods are recommendations only. Other acceptable methodologies capable of meeting the Reporting Limits can be used. Sample preparation methodologies (e.g. extraction and cleanup) and sample size may need to be modified to achieve the required Reporting Limits.

TABLE 3: ELUTRIATE TESTING PARAMETERS

<u>Parameter</u>	<u>Recommended Analytical Method</u>	<u>Reporting Limit (µg/L)</u>
Metals		
Arsenic	200.9, 1632	1.0
Cadmium	200.9, 1637	1.0
Chromium (VI)	218.6, 1636	1.0
Copper	200.9, 1639, 1640	0.6
Lead	200.9, 1639, 1640	1.0
Mercury	245.7, 1631	0.4
Nickel	200.9, 1639, 1640	1.0
Selenium	200.9, 1639	1.0
Silver	200.9	0.5
Zinc	200.9, 1639	1.0
PCBs (total, by either of these methods)	3510B, 8080A, NYSDEC	0.006
Pentachlorophenol	3501B, 8270C	2.60
Pesticides	3510B, 8080A	
Aldrin		0.26
Chlordane		0.02
Chlorpyrifos		0.002
Dieldrin		0.14
4, 4'-DDT		0.03
α & β Endosulfan		0.007
Endrin		0.007
Heptachlor		0.01
Heptachlor epoxide		0.01
Lindane		0.26
Toxaphene		0.04

Reference:

NYSDEC. 1991. Analytical Method for the Determination of PCB Congeners by Fused Silica Capillary Column Gas Chromatography with Electron Capture Detector. NYSDEC #91-11.

Attachment 4 – Laboratory Analytical Costs

RYE HARBOR SEDIMENT SURVEY PROJECT, REV:1

RYE, NH

LABORATORY ANALYTICAL COSTS

8-Nov-19

Normandeau Opp#: 2020-04-030

Tasks	Number of tests	Unit Rates	Extended Cost
Physical Analysis - Task 1			
Grain Size Analysis	4	\$131.00	\$484
Total Organic Carbon (in duplicate)	4	\$137.50	\$550
Percent Moisture	4	\$11.00	\$44
		Total:	\$1,078
Solid Phase Sediment Assay - Task 2			
10-Day assay with <i>Ampelisca abdita</i> (amphipod)	1	\$3,850.00	\$3,850
10-Day assay with <i>Americamysis bahia</i> (mysid shrimp)	1	\$3,300.00	\$3,300
		Total:	\$7,150
Bulk Sediment Analysis - Task 3			
Trace metals: As, Cd, Cr, Cu, Pb, Hg, Ni, Zn/PAHs/PCB Congeners/Pesticides	3	\$1,650.00	\$4,950
New England District formatted Electronic Data Deliverable (EDD) package	1	\$110.00	\$110
		Total:	\$5,060
Elutriate and Biological Testing - Task 4			
Preparation of Elutriate Solutions	1	\$825.00	\$825
Water Column Testing - Suspended Particulate Phase Assays (SPP):			
96-Hour SPP assay with <i>Americamysis bahia</i> (mysid)	1	\$1,375.00	\$1,375
96-Hour SPP assay with <i>Menidia beryllina</i> (minnow)	1	\$1,375.00	\$1,375
48-72 Hour <i>Arbacia punctulata</i> larvae developmental assay	1	\$1,925.00	\$1,925
Triplicate Analysis of Elutriate Solution and Site Water blanks:			
Pentachlorophenol	2	\$2,000.00	\$4,000
Trace metals: As, Cd, Cr (VI), Cu, Pb, Hg, Ni, Se, Ag, Zn	2	\$2,375.00	\$4,750
PCB Congeners	2	\$2,750.00	\$5,500
Pesticides	2	\$1,080.00	\$2,160
Analysis of Reference Site Water	1	\$1,587.50	\$1,587.50
New England District formatted EDD package	1	\$110.00	\$110
		Total:	\$25,988
28-Day Sediment Bioaccumulation Assays			
<i>Macoma nasuta</i> and <i>Nereis virens</i> bioaccumulation evaluation	1	\$11,000.00	\$11,000
Tissue homogenization, containerization, subsampling	1	\$1,100.00	\$2,200
		Total:	\$13,200
Tissue Analyses			
<i>(Cost includes tissue sample preparation, analysis and statistical analysis.)</i>			
Trace metals: As, Cd, Cr, Cu, Pb, Hg, Ni, Zn	2	\$4,175.00	\$8,350
PAHs	2	\$4,090.00	\$8,180
PCB Congeners	2	\$4,805.00	\$9,610
Pesticides	2	\$1,290.00	\$2,580
Lipids	2	\$1,925.00	\$3,850
Percent Moisture	2	\$506.00	\$1,012
EDDs; New England District formatted Tissue Body Burden data package.	2	\$1,815.00	\$3,630
Sample Pickup	1	\$330.00	\$330
		Total:	\$45,232
		TOTAL:	\$66,420

PROPOSED 2020 MEETING SCHEDULE

Month	BOARD		FINANCE		GOLF		AUDIT		PORT	
	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date
January	Thursday	01/16/20	Monday	01/13/20	Monday	01/13/20				
February	None									
March	Thursday	03/19/20								
April	Thursday	04/16/20	Monday	04/13/20	Monday	04/13/20	Monday	04/13/20	Thursday	04/02/20
May	Thursday	05/21/20								
June	Thursday	06/18/20	Monday	06/15/20						
July	None									
August	Thursday	08/20/20								
September	Thursday	09/17/20	Monday	09/14/20	Monday	09/14/20				
October	Thursday	10/15/20								
November	Thursday	11/19/20	Monday	11/16/20	Monday	11/16/20	Tuesday*	10/13/20	Thursday	10/01/20
December	Thursday	12/19/18								
NOTE: ALL MEETINGS BEGIN AT 8 A.M. UNLESS OTHERWISE POSTED.										
Legend										
Board	3rd Thursday	No meetings Feb or July								
Finance	Quarterly - Monday before Board									
Golf	Quarterly - Monday before Board									
Audit	Semi-Annually-Monday before Board (April/Oct)									
Port	Quarterly - 1st Thursday									
*Monday Holiday										

