

PEASE DEVELOPMENT AUTHORITY
Thursday, January 16, 2020

PUBLIC AGENDA

Time: 8:30 a.m. BOARD OF DIRECTORS' MEETING

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

AGENDA

- I. Call to Order:
 - a. Introduction of Information Technology Director Greg Siegenthaler
- II. Acceptance of Meeting Minutes: December 19, 2019 *
- III. Public Comment:
- IV. Old Business:
 - A. Approval:
 - 1. IAPP – 68 New Hampshire Avenue - Preliminary Concept Plan * (Loughlin)
- V. Finance:
 - A. Reports:
 - 1. FY 2020 Financial Report for the Four Month Period Ending November 30, 2019 *
 - 2. Cash Flow Projections for the Nine Month Period Ending September 30, 2020 *
- VI. Licenses/ROE/Easements/Rights of Way:
 - A. Reports:
 - 1. Right-of-Entry – Exercise of Second One Year Option Lonza – 70/80 Corporate Drive *
- VII. Leases:
 - A. Approvals:
 - 1. Assignment and Assumption of the Jet-A Fuel Farm from Sumner Properties, LLC as Licensee and/or Assignor, and B&H Airpower, LLC (“B&H”) as Assignee * (Torr)
- VIII. Contracts/Agreements:
 - A. Reports:
 - 1. Purchase of Dell Computer Equipment *
 - 2. Environmental Contract Report *
 - B. Approvals:
 - 1. Restroom Improvements at Pease Golf Course Clubhouse * (Allard)
- IX. Executive Director:
 - A. Reports:
 - 1. Golf Course Operations
 - 2. Airport Operations

- a) Portsmouth International Airport at Pease (PSM)
 - (i) **Correction:** Date of NH ANG Air Open House September 11, 2021
- b) Skyhaven Airport (DAW)
- c) Noise Line Report *

B. Approvals:

- 1. Land Use Controls * (Lamson)

X. Division of Ports and Harbors:

A. Reports:

- 1. Port Advisory Council Meeting Minutes of December 11, 2019 *

B. Approvals:

- 1. Initial Proposed Schedule of Pilotage Fees and Pilotage Unit Rates and Initial Proposed Amendment PART Pda 311 PILOTAGE FEES * (Levesque)

XI. New Business:

XII. Upcoming Meetings:

Board of Directors

March 19, 2020 @ 8:30 a.m.

All Meetings begin at 8:30 a.m. unless otherwise posted.


XIII. Directors' Comments:

XIV. Non-Public Session: * (Loughlin)

XV. Vote of Confidentiality: * (Allard)

XVI. Adjournment:

XVII. Press Questions:

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

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

Thursday, December 19, 2019

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

AGENDA

I. Call to Order:

Chairman Smith (“Smith”) called the meeting to order at **10:03** a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Meeting Minutes: November 21, 2019

Director Lamson moved the motion and Director Allard seconded that **the Pease Development Authority Board of Directors hereby accept the minutes of the November 21, 2019 Board meeting.**

III. Employee Recognitions

Director Lamson (Lamson) asked if she would be able to take a photo of one of the employees who would be receiving a recognition.

Tanya Coppeta (Coppeta), PDA Employee Relations Manager, recognized PDA employees for their years of service. There are two individuals who have reached ten (10) years and Coppeta stated that they would receive a personalized clock. The first individual Coppeta recognized was Mike Mates who started in 2009 as a Staff Engineer and who has been an important part in the completion of many projects. He is now the project manager running the PSM terminal expansion and runway projects. The second individual Coppeta recognized was Fran Frank who started at PDA in 2009 as an Equipment Manager, quickly moved to snow patrol, and in 2017 he became the Airport Maintenance Manager. His department produces an incredible amount of work and his patience and dedication to Pease are unquestioned. Lamson takes photo of Frank with Executive Director Mullen (Mullen) and Coppeta. Lamson stated that Frank did a wonderful job when he was with the Town of Newington as he is doing here at Pease.

Coppeta recognized PDA employees who have reached twenty (20) years and stated that they would receive \$100 and their name on the PDA wall of fame plaque of service. The first individual Coppeta recognized was KC Conley who started with PDA in 1999 as a mechanic and is now the Equipment Manager and oversees approximately 100 pieces of equipment from weedwackers to

million dollar snow removal equipment. He also co-manages the Airport Maintenance Department and the word is he can fix or rig just about anything. The last individual that Coppeta spoke of was Marie Alekski who started in 1997 and worked in a paralegal role throughout her years at PDA. She retired from that role in 2017 just shy of reaching her 20th year of service. However, PDA had a difficult time replacing her that PDA asked her to return earlier this year to help select and train her replacement. During that time she reached her twenty years of service.

IV. Public Comment:

There was no public comment.

V. Committee Meetings:

A. Approvals:

1. Residential Housing Committee Report

Director Loughlin moved the motion and Director Lamson seconded that in 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.

Discussion: Chairman Smith (Smith) made a few comments and recognized a few people. First and foremost he thanked Councilor Rebecca Perkins (of the City of Portsmouth - Perkins) for being the impetus for leading the charge to establish this Committee in the first instance. Perkins approached Smith shortly after he had been appointed as Chairman as she thought it was important to study this matter as housing remains a big issue statewide. Smith also thanked the PDA staff, especially General Counsel

Lynn Hinchee who was not at today's meeting, as there was a lot of staff time that went into the Committee through research etc. as well as their cooperation and all of the work they did to complete the report. Lastly, Smith thanked the Board for when this was discussed last December there had been some trepidation in doing so (it wasn't a unanimous vote). The report will serve as a historical document going forward; the report will show that housing has been studied in the event someone brings up housing on Pease in the future. Smith indicated that he attended a housing conference (the Governor was also in attendance) last week held at St. Anslem's that spoke to the vital issue of housing throughout New Hampshire and the lack of both market and affordable housing being available in the state at this time. Smith indicated that housing is an impediment to businesses wanting to come into the state because they also want places for employees to live. Smith expressed appreciation to everyone for all of the time and work that went to this study. Smith asked Perkins if there was anything she wanted to add. Perkins indicated nothing particular, but also wanted to echo her thanks to everyone involved and further agreed that it will be an important historical reference.

Lamson thanked Perkins too.

Disposition: Resolved by unanimous vote for; motion carried.

VI. Old Business:

A. Approval:

1. Lonza – Additional Onsite Parking Concepts

Director Allard moved the motion and Director Loughlin seconded that **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.**

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

2. IAPP – 68 New Hampshire Avenue

THIS ITEM WAS PULLED FROM THE MEETING AND WILL BE PLACED ON AN UPCOMING MEETING AGENDA IN 2020.

VII. Finance:

A. Reports:

1. FY 2020 Financial Report for the Four Month Period Ending October 31, 2019

Finance Director Irving Canner (Canner) indicated that this report is a four month outlook on finances. The trends are remaining, revenue and operating expenses are lower which appears to be more of a timing issue. Closed out November books recently and see that the revenues are tighter (less than 1% under budget) and operating costs are lower by about 2.8% (this does not include the snow incurred the end of November beginning of December storm). The area received 15.5 inches of snow

and with the maintenance group tracking its impact it is anticipated that PDA incur \$115,000 in expenses (labor, chemicals, sand etc.) and will show up in December reporting.

Operating revenues have a slight underrun of \$97,000 which is associated with fuel flowage at the Fish Pier. Canner indicated that sending out January bills to include just over a 2% inflation rate increase which was consistent with the budget. The underrun under "All Other" related to the fuel purchasing.

Canner spoke to the organizational chart and staffing. He indicated that as of December 9th there were 128 employees, as of the 19th's payroll there will be 119 employees which shows the transition downward from the Port and Golf Course activities and the ramp up of seasonal snow employees. The organizational chart shows two (2) open positions and fifty-five (55) filled positions. Lamson spoke to in June having 157 employees and asked how many employees are there currently; Canner indicated 118 as of this week. Canner indicated that the open positions are Airport Administrative Manager and Equipment Operator. Transition with new employees at PDA, Chris Cooper was introduced at the November meeting and the new IT Director is Greg Siegenthaler. One of the first things Greg will be addressing is the IT assessment report from Berry Dunn.

The overrun in legal expenses are associated with the CLF follow up work that was required to be performed. Otherwise the budget is holding and no surprises are anticipated. The balance sheet remains strong; but highlights the impending need for the Revolving Line of Credit (RLOC) which will come to fruition in the next couple of months. Cash balances are up since June which comes from operating revenue less expenses. Year-to-Date PDA has spent approximately \$1.4 million in capital assets (two projects associated with the assets are the terminal project and the Barge Dock at the Port). Canner stated that the audit has been completed and the last task which needed to be completed was to upload the certified reports to the FAA. PDA has submitted the report to the state and the state builds the CAFRA report which is the overall report for all agencies.

Canner spoke to PSM enplanements of 110,754 and passengers through the terminal has exceeded 200,000. There is good activity at Skyhaven and fuel sales are up by about 35% in gallons and breaking even in terms of revenue and expenses. There is a steady state of operations at Skyhaven and there is a lot to be commended in terms of the operations employees.

Canner indicated that the golf course has been "put to bed" now but that the final numbers indicate an excess of 55,000 rounds of golf (4,000 more than 2018); Grill 28 sales are up by about 10% from last year; operating revenues up by about 19% (associated with golf fees) and a small increase in expenses by about 4%.

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

Canner indicated the anticipated need to get into the RLOC and this need arises from expenditures for capital (terminal and runway project) and there may be a need to prioritize future expenditures. Canner indicated that the interest rate environment has decreased by about 14% from this time last year making the anticipated need to draw the money from the RLOC very favorable.

Reviewing the Port and the restricted funds the chart shows that it is very consistent with in terms of getting its mooring permit revenues during the January/February timeframe.

3. **Revolving Loan Fund**

Canner stated that one loan had closed in the month of August through November to Gerald Worcester for the purchase of a vessel together with all gear, equipment licenses, permits and accessories in the amount of \$97,500.00. There are no other known new loans, only two anticipated; currently there are twenty-two (22) participants in the amount of \$1.1 million. Canner stated this information because if PDA cannot maintain enough cash in the borrowing element the funds could get sequestered.

Lamson asked if the IT Director had started; Canner affirmed and indicated he started about two or three weeks ago. Canner further informed the Board that Siegenthaler has been taking tours, been in touch with personnel, reviewing the assessment report prepared by Berry Dunn and has made a positive impact on the PDA organization in a very short period of time. Lamson stated that Director Bohenko had requested background information for this meeting. Smith asked Lamson if she would like to see Siegenthaler's CV; Lamson indicated she did not need to see that. Paul Brean (Brean) indicated to the Board that Siegenthaler had a pre-booked holiday vacation to visit family in Wisconsin which was why he was not able to attend the meeting. Smith asked to be provided with the phonetic spelling of Siegenthaler's name.

VIII. **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 - Jalbert Leasing, Inc. d/b/a C & J Bus Lines – 100 New Hampshire Avenue**

Mr. Mullen indicated that Jalbert Leasing had been granted a Right-of-Entry to enter upon and utilize a 3.78 +/- acre parking area situated at 100 New Hampshire Avenue, Portsmouth, New Hampshire for the period commencing February 22, 2020 through midnight May 3, 2020 (72 days) for the purposes of parking C & J customer vehicles on a valet basis only.

2. **Right-of-Entry - 2-Way Communications Service, Inc. - 19 Durham Street**

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 December 1, 2019 through December 31, 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.

B. Approvals:

1. NH DOT – Portsmouth Transportation Center Extension of Right-of-Entry

Director Levesque moved the motion and Director Allard seconded that **the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an Extension of the Right-of-Entry with the New Hampshire Department of Transportation 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.**

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

2. Skyhaven Flying Club – Flight Simulator ROE

Director Lamson moved the motion and Director Loughlin seconded that **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.**

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

IX. Leases:

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

A. Reports:

1. Exercise of First Renewal Option - Rochester Electronics (1635 Realty, LLC) – 20 Durham Street

Mr. Mullen indicated that 1635 Realty, LLC (Rochester Electronics) has exercised its first renewal for property located at 20 Durham Street and the lease has been extended through October 31, 2025.

B. Approvals:

1. Lease for 2-Way Communications Service, Inc. –19 Durham Street

Director Loughlin moved the motion and Director Allard seconded that **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.**

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

X. Contracts/Agreements:

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

A. Reports:

1. Jones Snow Plowing Services - Snow Removal Services for the Division of Ports and Harbors facilities

Mr. Mullen indicated that the terms of the contract for snow removal services for the facilities for the Division of Ports and Harbors, the Pease Development Authority has exercised its fourth and final option to extend the term of the contract for the season of December 1, 2019 through April 30, 2020.

B. Approvals:

1. Read Custom Soils - Runway Sand

Director Allard moved the motion and Director Louglin seconded that **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.**

Discussion: Lamson asked Brean if the price per ton had increased from last year; Brean indicated the pricing has actually gone down and that this is a new local vendor Brean indicated that PDA will see a cost savings overall from the former supplier by approximately \$30. Lamson indicates she may be thinking of the deicing; Brean stated that he believed that went up \$0.02.

Disposition: Resolved by unanimous vote for; motion carried.

2. Nachurs Alpine Solutions Industrial - Runway Deicing Liquid

Director Lamson moved the motion and Director Allard seconded that **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.**

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

3. Nachurs Alpine Solutions Industrial - Runway Deicing Solid

Director Levesque moved the motion and Director Loughlin seconded that **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.**

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

4. Cross Insurance – PDA Insurance

Director Allard moved the motion and Director Loughlin seconded that **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.**

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

5. USI-New England, Inc. – PDA Insurance

Director Lamson moved the motion and Director Allard seconded that **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.**

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

6. Pike Industries – Change Order for LED Runway Lights

Director Loughlin moved the motion and Director Allard seconded that **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.**

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

XI. Signs:

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” Mr. Mullen reported as follows:

A. Reports:

1. 130 International Drive – Milliken

Mullen indicated that PDA has approved a minor signage change request to change existing signage at property located at 130 International Drive to 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.

B. Approvals:

1. Portsmouth International Airport - Wayfinding Signs

Director Allard moved the motion and Director Loughlin seconded that 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.

Discussion: Smith asked if there will be space on the sign if another commercial airline starts doing business at PSM; Brean indicates that the sign is being fabricated in order to adapt another logo and it may not be the same size to make it easy for additions or deletions. Director Allard (Allard) asked how many signs there will be; Mullen indicated six (6).

Disposition: Resolved by unanimous vote for; motion carried.

XII. Executive Director’s Reports/Approvals:

A. Reports:

1. Elections:

Mr. Mullen informed the Board that in accordance with Article III, Section 3.4 of the PDA By-Laws the election of officers. Pursuant to Section 3.6 the officers to be elected are Vice Chairman and Treasurer of the Board, both of whom will serve for the term of one year or the next annual meeting whichever occurs first.

A. Vice-Chair:

Smith asks for a motion for a motion of a Vice-Chairman.

Director Lamson moved the motion and Director Allard seconded that Director Loughlin be elected as Vice-Chairman of the Pease Development Authority.

Discussion: None. Disposition: Resolved by roll call (5 -0) vote for; motion carried.

B. Treasurer:

Smith asks for a motion for a motion of a Treasurer.

Director Lamson moved the motion and Director Levesque seconded **that Director Allard be elected as Treasurer of the Pease Development Authority.**

Discussion: None. Disposition: Resolved by roll call (5 - 0) vote for; motion carried.

2. Committee Appointments:

Mr. Mullen informed the Board that in accordance with Article III, Section 3.4 and 3.9.4 of the PDA By-Laws the appointment of the Chairman of Director to committees.

Chairman Smith appointed Directors to the following Committees:

Standing Committees

Executive Committee

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

Marketing and Economic Development Committee

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

Finance Committee

Robert A. Allard, **Chair (Treasurer)**
Margaret Lamson
Neil Levesque
Staff Contact: Mullen/Canner

Zoning Adjustment & Appeals Committee

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

Airport Committee

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

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

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

Transportation Management Committee

Margaret Lamson, **Chair**
 John P. Bohenko, City of Portsmouth
 Frank Torr
 Staff Contact: Stowell

Golf Committee

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

Port Committee

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

Audit Committee

Peter Loughlin, **Chair**
 Kevin Smith
 John P. Bohenko
 Staff Contact: Canner

Legal Bill Review

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

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

Smith indicated that Director Bohenko is retiring and that he has made some changes to the Committees listed above. *This list will be updated once the City of Portsmouth appoints a new individual to the Board.*

3. PDA Holiday Schedule – 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

Smith also indicated that as of July 1st fulltime employees accrue and are entitled to two floating holidays (to be used by June 30th) at employee's choice.

4. Golf Course Operations:

Golf Course General Manager Scott DeVito (DeVito) indicated that the last day of play was Sunday, December 1st and ended the season with 55,321 rounds of golf played (second time in the past five years that 55,000 has been broken in a calendar year). During the storms the maintenance department was able to get back out and finish the winterization of the golf course. Prepping for next year and at this time there are 43 golf outings pre-booked, 7 golf leagues pre-booked and are working with Grill 28 coordinator to do follow-up thank you letters to those who were at the course this year.

5. Airport Operations:

a) Portsmouth International Airport at Pease (PSM)

Brean, PDA Deputy Director / PSM Airport Director, spoke to the Board regarding an energetic November at PSM with a lot going on. Brean also indicated that on Friday (12/20) PSM will be celebrating its 250,000 passenger through the terminal for the year and should end the year with approximately 115,000/120,000 FAA enplanements. The AIP funding number is 10,000 so PSM will definitely break that this year. Brean also thanked the Board for the support in bringing the terminal facility up to what the passengers need and are demanding. Brean made the comparison for the Board that in 2012 PSM handled 5,000 passengers through the terminal and now in 2019 PSM has seen 250,000 passengers through the terminal (this is individuals coming off the aircraft this figure does not include those individuals picking up passengers or who are greeters).

PCA's fuel flowage for November was robust which provided PDA with a fuel flowage fee of \$12,000.

Terminal parking was implemented this year and anticipate closing out the year at \$550,000 (had budgeted for \$350,000) and anticipate next year will surpass this year's total. There were over 12,000 customers who parked in terminal parking; average stay is approximately 6.5 days for the travelers using the terminal parking which equates to \$44/customer.

Brean indicated that winter ops had two challenging storms and had seasonal operators on at the time and were able to stay open and operational during the storm.

Brean also stated that there is a new Triple Crown winner in New England. Specifically PCA's team received Allegiant's Triple Crown award which after performing a comprehensive audit of PCA presented an award that recognizes underwing safety, service and quality. Another factor which plays into this award is customer feedback and PSM is the only station in its network to receive 100% in all three categories.

NH Air National Guard (NHANG) will host an Open House on September 11, 2020¹. The Open House will be at the base and showcase what is going on at the Guard, the Thunderbirds have been booked to perform as well.

PCA has been rehabbing Hangar 229 and it is coming along, they have finished one piece of its solar initiative at 104 Grafton Drive so that building is running off of solar electricity.

Brean indicated that Maria Stowell's team is working diligently with the runway reconstruction project and are mobilizing the infield work at this time with water mitigation work being performed. The terminal project is moving ahead and the baggage screening project is underway and is set to go live on New Year's Eve and TSA will be in the room that has been building for the new x-ray machine.

b) Skyhaven Airport (DAW)

Brean indicated that there has been an uptick in fuel sales at Skyhaven and are working to get expenses down (LED light conversion; watching labor hours etc.)

c) Noise Line Report

Brean stated that Portsmouth International Airport at Pease received two noise inquiries in November 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 second inquiry was from a resident of Eliot, ME concerning a small single engine aircraft that appeared to be flying low and circling this individual's property.

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 up to \$40,376.75 for legal services rendered to the Pease Development Authority.**

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

2. Annual Leave Buy Back

Director Levesque moved the motion and Director Loughlin seconded that **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.**

Discussion: Mullen indicated that this was done last year and it is helpful to employees;

¹ Brean incorrectly stated that the date of the NH ANG Open House would be September 11, 2020, when in fact the date is September 11, 2021.

Mullen further indicated that the employee still needs to have a 40 hour bank of time after making the request of the buy back. A previous Chairman wanted to make sure that people were able to take vacation when they needed which was how the requirement of the employee to have 40 hours after the buy back.

Disposition: Resolved by unanimous vote for; motion carried.

3. Land Use Controls

Director Levesque moved the motion and Director Allard seconded that **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.**

Discussion: Director Loughlin (Loughlin) asked what does this mean on a day-to-day basis. Maria Stowell (Stowell) indicated that on a day-to-day basis it will codify the practices that PDA has currently for construction and post-construction. At this time when a project goes through site plan there is an erosion control plan and there are measures during construction but these amendments will codify them.

Disposition: Resolved by unanimous vote for; motion carried.

XIII. 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 November 13, 2019

Donald Coker who had had been on the PAC for the past ten years has indicated that he does not want to be reappointed and has written a letter to the Governor to indicate the same. Coker attended the meeting last Wednesday evening and Chairman Groux presented Coker with a plaque recognizing him for his service.

2. Right-of-Entry – Heidi and Elisabeth Fisheries - Exercise First Extension at the Portsmouth Fish Pier

Marconi indicated that in accordance with the terms of the Right-of-Entry agreement for use of the cooler and office space for its operations at the Portsmouth Commercial Fish Pier at Pierce Island, Heidi & Elisabeth Fisheries (one of the last ground fishing vessels operating at the Fish Pier) has

exercised its first of two options to renew the agreement. The Agreement is hereby extended to December 31, 2020.

Marconi provided the Board with an update on the wall reconstruction at the Fish Pier to indicate that the wetlands application has been submitted and that Appledore has performed some geotechnical test borings to see where the refusal is when driving the pilings. The preliminary designs have been started and thinks that DPH may be able to go out to bid on this project in the Spring.

DPH continues to work with NHDOT on the functional replacement at the Marine Terminal and have been looking at design changes that could be done in an effort to provide some cost savings because cost of construction has gone up considerably. Considerations are being made to increasing the size of the deck planks in order to lengthening the spacing between the pilings which would reduce the number of pilings (structural considerations such as this to reduce the costs).

Working with MARAD to finalize the agreement for the BUILD grant.

The dredging has been completed in the Hampton/Seabrook Harbor and are awaiting the Corps of Engineers to conduct the post-dredge conditions survey to make sure it meets the requirements of the contract. After the Corps states that the condition survey is okay then the DPH contractor can put all of the moorings back.

The legislature appropriated \$634,000+ for the state's anchorage at Rye Harbor and a wetlands application has also been submitted for this. Contained within the Board agenda is an approval as the Corps recently indicated that the EPA wants sampling done of the state's dredge material. In the past because the channel and the federal anchorage about the small state anchorage it has been assumed that the sampling would be the same. However, the EPA has now indicated the need for three samples in this area but not sure on the range of the sampling. DPH spoke with its environmental consultants who provided a contract for a range of sampling (i.e.; high end - boring samples, as well as a low end - grab samples). Therefore, the approval is to authorize DPH to expend the money if asked to perform the full boat to do the core sampling and the testing of the sampling materials. Director Levesque (Levesque) asked when the Rye Harbor Dredging be done; Marconi indicated that if all goes accordingly construction will begin in late October and the dredge window is November 15th to March 15th. Marconi indicated that the difference between Rye Harbor and Hampton Harbor is that Hampton is all sand and it is pumped out onto the beach for beach nourishment but Rye has a different type of material and it has to be brought to a disposal site in Arundel which is 22 miles away which increases the project due to transportation costs. The Corp of Engineers submitted an application for approval of a disposal site east of Duck Island for the turning basin project which would only be 12 miles. So if EPA could approve this prior to the Rye Harbor dredging being performed, and authorize the Corp to utilize that disposal site, it would reduce the transportation costs considerably.

Senator Shaheen sits on the Transportation Committee and she is working to get the upper most turning basin in the Piscataqua River included in the next Water Resource Development Act; it had been included in the previous act but it expired. Marconi indicated because it is included in the act it is identified as a major project of importance but it still needs to be funded by Congress.

There is a salt ship due in to terminal on December 31st.

B. Approvals:

1. Final Adoption of Pda 501-511 and Pda 513-515 Administrative Rules

Director Lamson moved the motion and Director Allard seconded that 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.

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

2. Right-of-Entry Extension - Riverside and Pickering Marine Contractors at Market Street Terminal for Buoy Project

Director Allard moved the motion and Director Levesque seconded that 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.

Discussion: Loughlin asked Marconi to explain what the Buoy project is. Marconi stated that this is an R & D project which is an offshore buoy and as the buoy goes up and down in the swells of the ocean there is a piston and a diaphragm inside that produces pneumatic pressure that turns the turbine to produce electricity. The reason for the extension was originally they were going to launch the buoy and due to the fact that the buoy draws forty feet (40') of water when it is floating, there is only twenty-two feet (22') of water at the Barge Dock. Therefore, it is necessary to bring it around the face of the pier and then have a barge and have the buoy outside the barge so it would be in forty feet (40') of water. When DPH was consulted it recommended some changes because it wasn't adequate enough for being out in the tidal current. DPH provided information it had received when DPH had been thinking of expanding the port as Appledore had placed current meters along the face of the pier and received tide/current calculations for that location. After receiving the information, adjustments were required to the mooring and the barge plans and how it was going to be executed. Allard asked if this was going to create electricity; Marconi affirmed. Allard also asked where the electricity would go out to; Marconi indicated it wasn't going anywhere. Marconi explained that the electricity will not be going anywhere but rather there is a bank of batteries in the buoy to see if the technology would produce electricity (the buoy is water tight). Allard asked how it would get from the buoy to wherever

it is supposed to go; Marconi indicated that if it gets to the point to indicate it would produce electricity a wire would have to be run to the shore. Marconi indicated it is similar to the offshore wind generators which have to come ashore with a cable eventually. Allard asked how much electricity the buoy could produce; Marconi indicated that this is a research and development project. Marconi further indicated that once the buoy is deployed the University of New Hampshire offshore ocean engineering will be involved in monitoring the buoy. Originally it was going to go into the UNH aquaculture project site south of the Isles of Shoals, but because the anchoring system had to be changed so it was larger they are now going to be adjacent to UNH's project but it will be in its own permanent site which has also delayed to the project as permits needed to be in place.

Lamson asked Marconi if in association with the Eversource project is it one of DPH's boats with an orange flag that comes down the river early in the morning to check on things; Marconi indicated it is not one of DPH's boats and thought it may be a DES boat instead.

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

3. Rye Harbor Dredge Sample

Director Levesque moved the motion and Director Lamson seconded that **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 Capital Budget Overview Committee ("CBOC"); all in accordance with a memorandum of Geno J. Marconi, Division Director, dated December 11, 2019.**

Discussion: Loughlin asked if this was the extra sampling that was just discussed; Marconi affirmed.

Disposition: Resolved by unanimous vote for; motion carried.

XIV. New Business:

XV. Upcoming Meetings:

Chairman Smith presented the 2020 proposed meetings schedule and asked the Directors and staff if anyone would object to the meetings starting at 8:30 a.m.; no one had an issue.

Board of Directors

January 16, 2020 @ 8:30 a.m.

All Meetings begin at 8:30 a.m. unless otherwise posted.

XVI. Directors' Comments:

Lamson thanked the staff for all of the great work that they have done and wishes everyone all the best in the New Year.

Chairman Smith too wished everyone a very Merry Christmas and Happy Holidays and reminded everyone that the employee holiday luncheon is at 11:30 a.m. at the Golf Course Clubhouse.

XVII. Adjournment:

Director Allard moved the motion and Director Levesque seconded to **adjourn the Board meeting**. Meeting adjourned at **11:15 a.m.**

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

XVIII. Press Questions:

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director/Secretary

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

MOTION

Director Loughlin:

The Pease Development Authority (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 dated December 3, 2019;
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; 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 January 8, 2020 attached hereto.

Note: Roll Call vote required


N:\RESOLVES\2019\IAPP 1-16-20.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.

MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Manager, Engineering *Maria*
Date: January 8, 2020
Subject: 68 New Hampshire Avenue Expansion (IAPP)

IAPP, PDA's tenant at 75 Rochester Avenue, is interested in purchasing the building situated at 68 New Hampshire Avenue 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. As proposed, Phase 1 includes: construction of approximately 94 new parking spaces in the rear yard with a new New Hampshire Avenue driveway; associated travel lanes, landscaping, and stormwater treatment for new impervious areas; and, collection and advanced treatment of stormwater from an area of existing pavement equal in size to the proposed new pavement surfaces¹; Phase 2 construction would occur in the front yard (between the building and Stratham Street) and include: a two-story building addition with a footprint of approximately 7500 square feet; parking for approximately 66 vehicles with travel lanes, landscaping, and stormwater treatment; relocation of the Stratham Street driveway; conversion of the existing loading docks to a building entry and patio area; and collection and advanced treatment of stormwater from existing impervious areas.

Attached are a conceptual site plan and building renderings submitted by IAPP. You will see that the proposed design is complicated by the presence of wetlands and wetland buffers. IAPP is proposing to impact up to 4500 square feet of wetland buffer (1000 square feet of permanent impact and 3500 square feet of temporary impact) in order to access what could be 57 parking spaces in the lot's rear corner and to install stormwater treatment.. If the Board accepts this plan, IAPP would need to obtain a Conditional Use Permit through the City's Planning Board for the buffer impact. Other areas of proposed parking are situated directly adjacent to wetland buffers. At this conceptual stage, it is not assured that the proposed parking can be constructed, or that snow storage, stormwater treatment and sidewalk areas can be provided as conceived, without further buffer disturbances. IAPP acknowledges that the conceptual site plan is subject to modification and size reduction if these facilities (and others that may be identified during site review) cannot be provided without buffer disturbance and full compliance with the Land Use Control Requirements and other applicable laws.

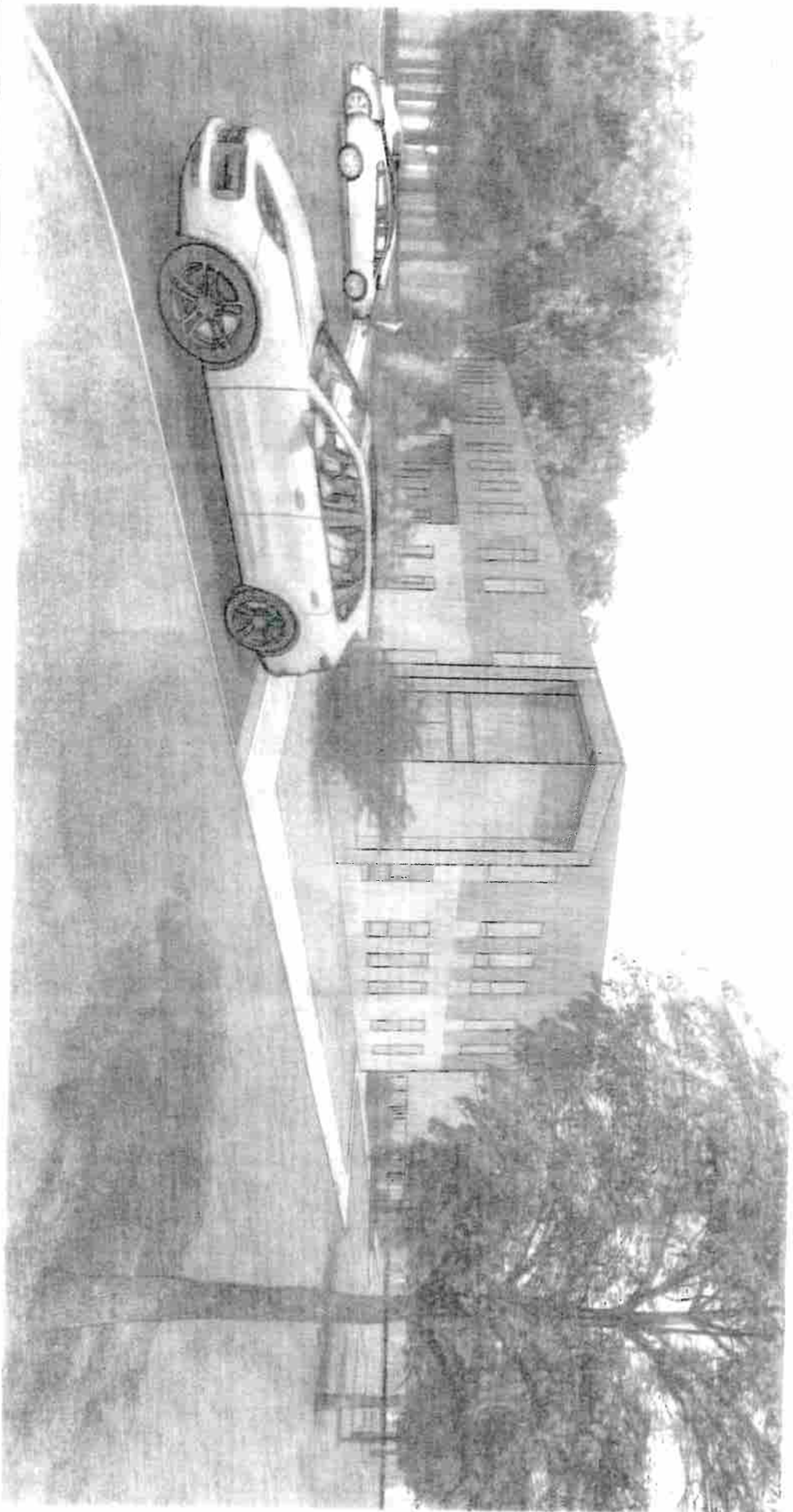
With this understanding, staff recommends conceptual approval by the Board at its meeting on January 16, 2020 allowing engineered plans to be developed and applications for the wetland buffer conditional use permit and site review to be forwarded to the City of Portsmouth.

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 surface

At this time, the concept plan anticipates site work disturbance greater than 100,000 square feet triggering an application for an Alteration of Terrain permit. For reasons indicated above, the work may be scaled back so that the 100,000 square foot threshold is not crossed. In 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 by PDA for the third party review be reimbursed by IAPP.

At next week's meeting, please ask the Board to approve the attached concept plan subject to further staff review to address final layout of the improvements. Board approval will allow IAPP to proceed with detailed site plans and, with staff concurrence, to seek conditional use permit and site review approvals from the City of Portsmouth. Also, please ask the Board 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.

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)

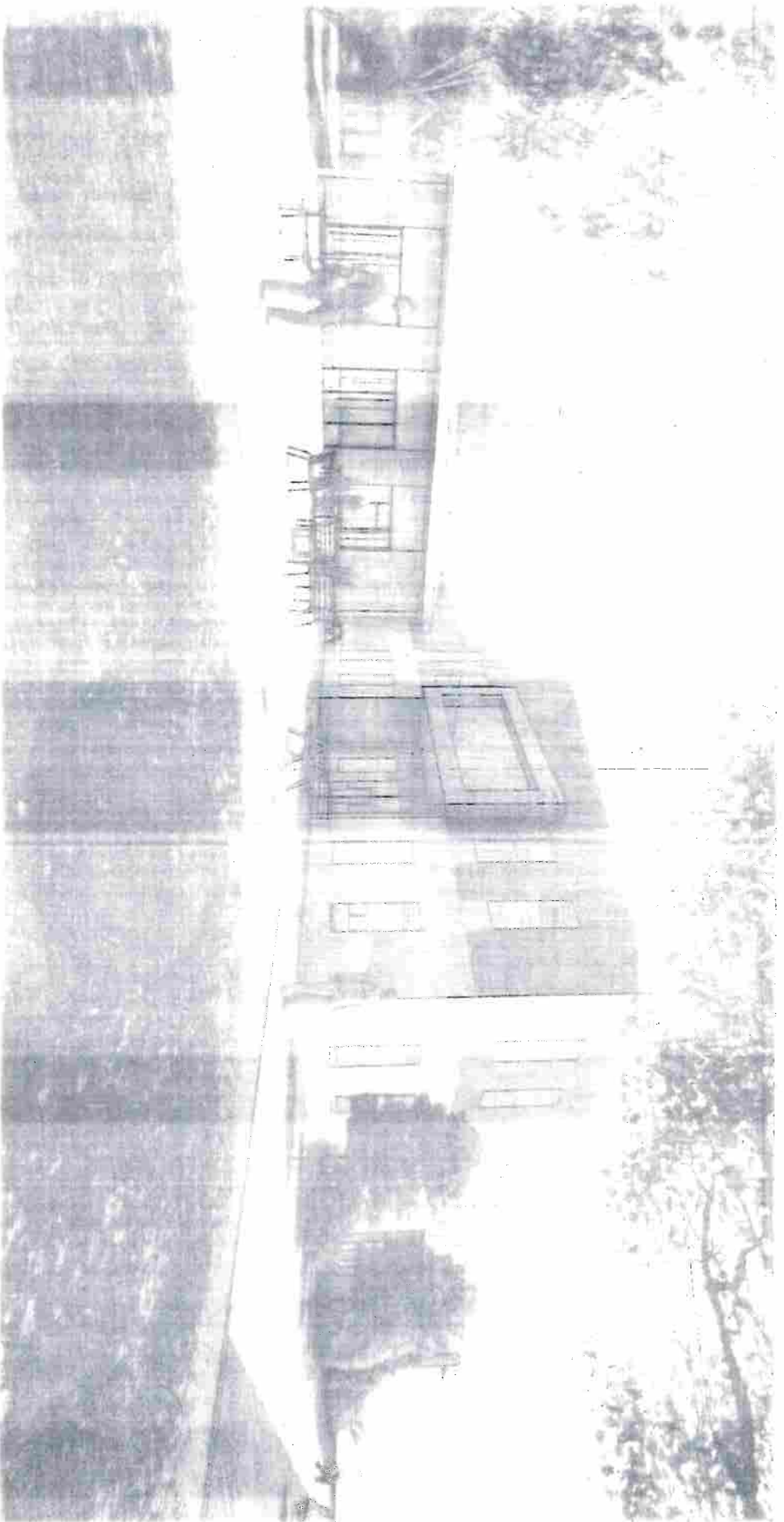


iapp

68 New Hampshire Ave.
Proposed Massing Concept
01/09/2020

MCHENRY ARCHITECTURE
design in context

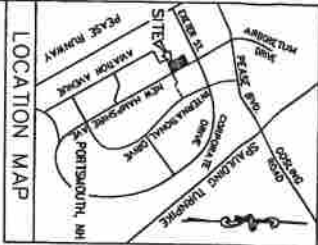




68 New Hampshire Ave.
Proposed Massing Concept
01/09/2020

MCHENRY ARCHITECTURE
design in context





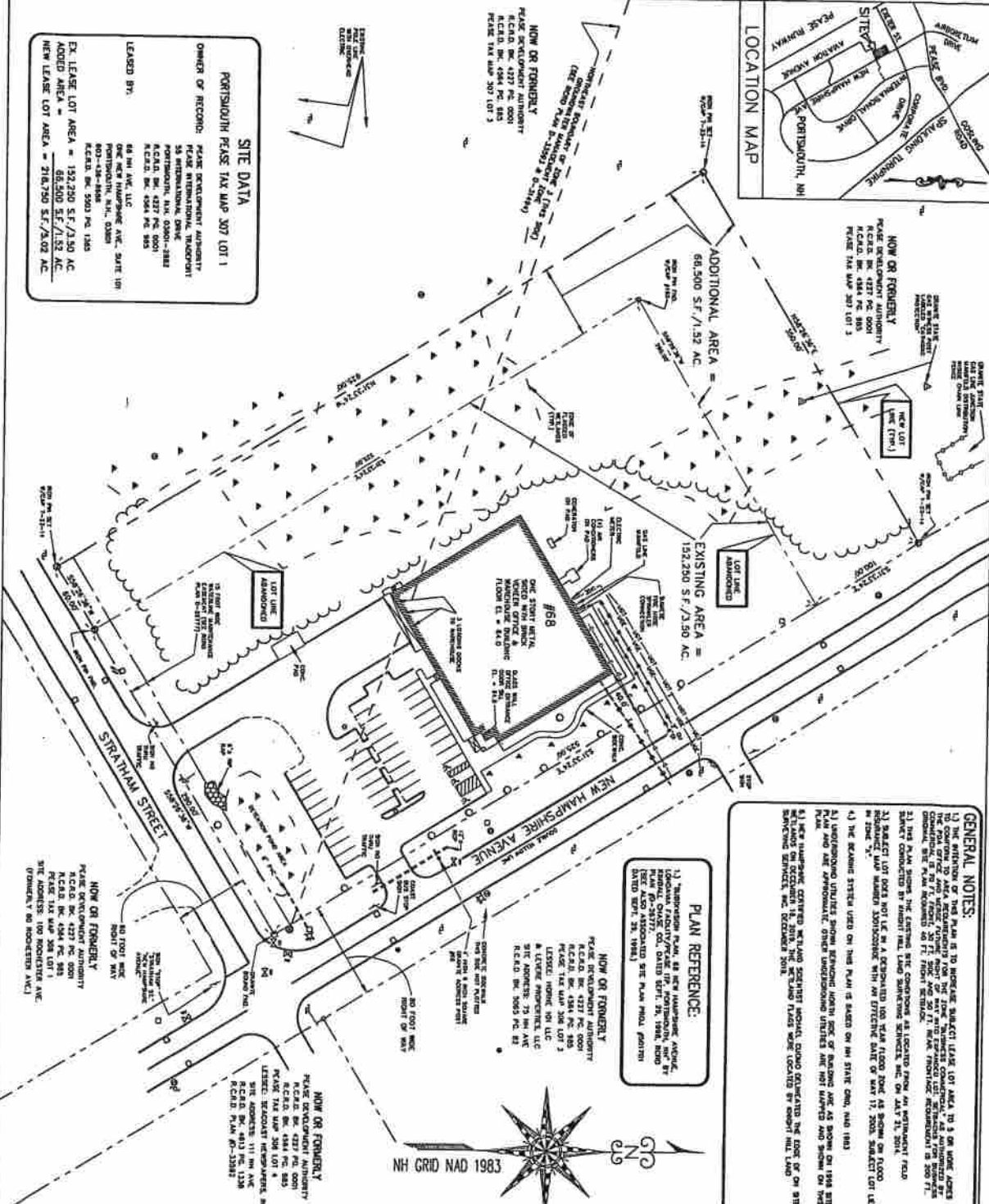
SITE DATA

PORTSMOUTH PEASE TAX MAP 307 LOT 1

OWNER OF RECORD: PEASE DEVELOPMENT AUTHORITY
PEASE INTERNATIONAL TRAFFICWAY
25 INTERNATIONAL DRIVE
PORTSMOUTH, NH 03801-3882

LEASED BY:
68 NH AVE, LLC
NEW HAMPSHIRE AVE., SUITE 101
PORTSMOUTH, NH 03801

EX. LEASE LOT AREA = 132,250 S.F./3.50 AC
ADDED AREA = 68,500 S.F./1.52 AC
NEW LEASE LOT AREA = 218,750 S.F./5.02 AC

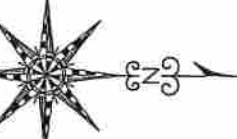


GENERAL NOTES:

- 1) THE BOUNDARY OF THIS PLAN IS TO INCLUDE SUBJECT LEASE LOT AREA TO 3.00 ACOR ACRES TO THE SOUTH AND WEST BOUNDARY FROM THE SOUTHERN CORNER, AS ADJUSTED BY THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 1 AND THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 2. THE TOTAL AREA OF THIS PROJECT IS 5.02 ACOR ACRES.
- 2) THIS PLAN SHOWS THE EXISTING SITE CONDITIONS AS REPORTED FROM AN AERIAL PHOTO SURVEY CONDUCTED BY PEASE INTERNATIONAL TRAFFICWAY, INC. ON JULY 17, 2008. SUBJECT LOT LEAS 307 LOT 1.
- 3) THE REMAINING SYSTEMS USED ON THIS PLAN IS BASED ON THE STATE GCS, NAD 1983.
- 4) UNDESIGNATED UTILITIES SHOWN EXISTING NORTH SIDE OF HAMPSHIRE AVE. AS SHOWN ON 1984 SITE PLAN AND NOT APPROXIMATE. OTHER UNDESIGNATED UTILITIES ARE NOT SHOWN AND SHOWN ON THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 1 AND THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 2.
- 5) THE PEASE DEVELOPMENT AUTHORITY HAS BEEN ADVISED THAT THERE IS A RAILROAD TRACK LOCATED ON THE EAST BOUNDARY OF THIS PROJECT.

PLAN REFERENCE:

- 1) SUBMISSION PLAN, 68 NEW HAMPSHIRE AVENUE, PORTSMOUTH, NH, 03801, FOR THE SUBMISSION OF THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 1 AND THE PEASE DEVELOPMENT AUTHORITY TAX MAP 307 LOT 2.



NOW OR FORMERLY:

PEASE DEVELOPMENT AUTHORITY
R.C.D. NO. 4237 P.C. 0001
R.C.E.D. NO. 1484 P.C. 0001
PEASE TAX MAP 307 LOT 1

SITE ADDRESS: 100 ROCKSTEAD AVE.
(FORMERLY 80 ROCKSTEAD AVE.)

NOW OR FORMERLY:

PEASE DEVELOPMENT AUTHORITY
R.C.D. NO. 4237 P.C. 0001
R.C.E.D. NO. 1484 P.C. 0001
PEASE TAX MAP 307 LOT 1

LEASED BY:

68 NH AVE, LLC
NEW HAMPSHIRE AVE., SUITE 101
PORTSMOUTH, NH 03801



PRELIMINARY EXISTING CONDITIONS PLAN
for land owned by
PEASE DEVELOPMENT AUTHORITY
for land LEASED to
68 NH AVE, LLC

is shown on
PORTSMOUTH TAX MAP 307 LOT 1
located at
#68 NEW HAMPSHIRE AVENUE
PEASE INTERNATIONAL TRAFFICWAY
PORTSMOUTH, N. H.
COUNTY OF ROCKINGHAM

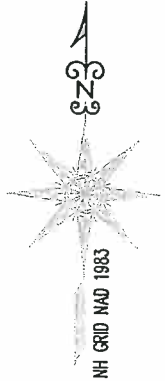
DATE: MAY 22, 2014. SCALE: 1" = 40' PROJET / 1:16000

PREPARED BY:
ALVINSON CONSULTING SERVICES, INC.
474 DUNE HICKORY
24 OLD POST ROAD
KENNESBETH, N. H. 03801
(603) 241-1230
alvinson@alvinsoncs.com

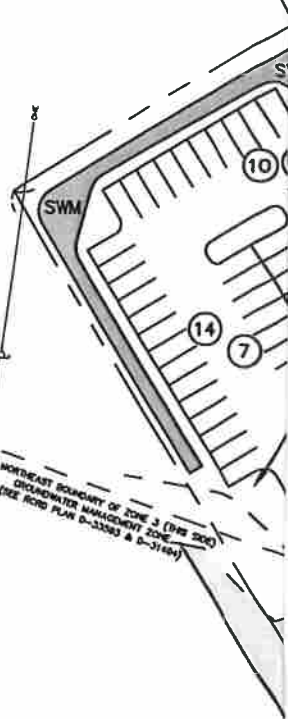
LEGEND

EXISTING PROPERTY LINE
NEW LOT LINE
EXISTING LOT LINE
NEW LOT LINE
APPROXIMATE UTILITY LINE
UTILITY LINE
GAS MAIN
WATER MAIN
SEWER MAIN
HAND-PAVED DRIVEWAY
WALKWAY
EXISTING DRIVEWAY
EXISTING DRIVEWAY
NEW DRIVEWAY
NEW DRIVEWAY
EXISTING DRIVEWAY
NEW DRIVEWAY





POSSIBLE RETAINING WALL TO AVOID WETLAND BUFFER IMPACTS TYPICAL - LOCATIONS TO BE DETERMINED DURING FINAL DESIGN

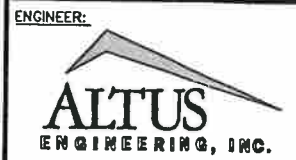


1/18/2013:	EXISTING	PROPOSED
PORT BUSINESS COMMERCIAL (ABC)	5.02 AC	5.02 AC
BUSINESS OFFICES	625'	625'
04):		
	218'	±158'
	40'	±31'
	274'	209'
	75'	50'
	10'	10'
	414'	20'
CRITERIA	TBD	TBD
OPEN	59%±	40%±
(MANY WETLANDS)		
AS	41	160
ING SPACE	0	1

THE WORK DISTURBANCE IS ANTICIPATED

ACTS ±1,000 SF
ACTS ±3,500 SF

THE SITE



133 COURT STREET PORTSMOUTH, NH 03801
(603) 433-2335 www.ALTUS-ENG.com

ISSUED FOR: PDA REVIEW

ISSUE DATE: JANUARY 9, 2020

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	12/06/19
1	PER PDA COMMENTS	EDW	12/11/19
2	UPDATED WETLANDS, NEW LAYOUT	EDW	1/09/20

DRAWN BY: _____ RLH
APPROVED BY: _____ EDW
DRAWING FILE: 5039.DWG

SCALE:
22" x 34" - 1" = 40'
11" x 17" - 1" = 80'

APPLICANT:
IAPP
75 ROCHESTER AVENUE
PORTSMOUTH, NH 03801

OWNER:
PEASE DEVELOPMENT AUTHORITY
PORTSMOUTH, NH 03801

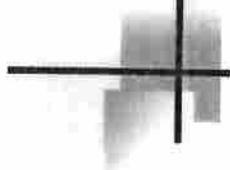
PROJECT:
IAPP EXPANSION
**TAX MAP 307,
LOT 01**
**68 NH AVENUE
PORTSMOUTH, NH**

TITLE:
**PRELIMINARY
SITE
PLAN**

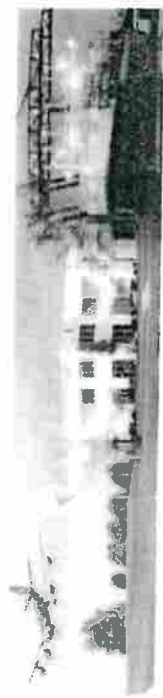
SHEET NUMBER:
C-1



P5039



**FY 2020 FINANCIAL REPORT
FOR THE FIVE MONTH PERIOD
ENDING NOVEMBER 30, 2019**



**BOARD OF DIRECTORS MEETING
JANUARY 16, 2020**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019

(\$ 000's)

BUDGET VARIANCE ANALYSIS

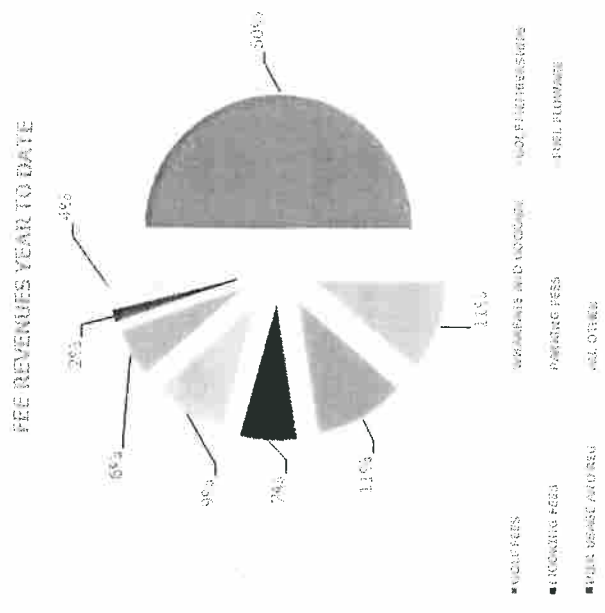
- * OPERATING REVENUES-
LOWER BY 0.8 % ...
- * TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES; OFFSET BY INCREASES IN:
 - GOLF FEES; ESCALATION IN NONMEMBER ROUNDS PLAYED
 - CONCESSION REVENUES FROM GRILL 28 SALES
 - CONSUMER PRICE INDEX LESS THAN BUDGETED
 - RYE AND HAMPTON FUEL SALES OFFSET BY PFP FUEL DELIVERY LOSS
- * OPERATING COSTS
LOWER BY 4.8 %...
 - DPH AND DAW FUEL EXPENSE HIGHER TO OFFSET FUEL SALES AT PURTSMOUTH FISH PIER
 - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED- OPEB IMPACT
 - COMPREHENSIVE FY 2019 YEAR END CUT-OFF PROCEDURES (JULY-AUGUST)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES (PAGE #3)	7,222	7,384	(162)	16,237
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)	3,008	3,026	(18)	7,188
BUILDINGS AND FACILITIES MAINTENANCE	825	886	(61)	2,223
GENERAL AND ADMINISTRATIVE (PAGE #6)	560	533	27	1,295
UTILITIES (PAGE #6)	272	332	(60)	716
PROFESSIONAL SERVICES (PAGE #6)	199	117	82	309
MARKETING AND PROMOTION	84	151	(67)	327
ALL OTHER (PAGE #6)	426	599	(173)	1,265
OPERATING INCOME	1,948	1,740	208	2,914
NONOPERATING (INCOME) AND EXPENSE (PAGE #7)	(80)	117	(197)	281
DEPRECIATION	2,115	2,625	(510)	6,302
NET OPERATING INCOME	(87)	(1,002)	915	(3,669)

CONSOLIDATED OPERATING REVENUES NOVEMBER 30, 2019

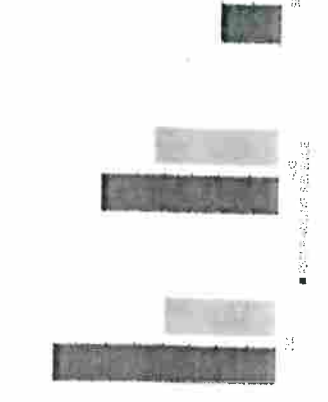
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	4,400	4,428	(28)	10,091
FEE REVENUES (SEE FEE CHART)	2,056	2,037	19	4,296
FUEL SALES (SEE TABLE BELOW)	318	496	(178)	914
CONCESSION REVENUE	191	148	43	326
GOLF MERCHANDISE	139	119	20	235
ALL OTHER- NET	218	156	62	375
	7,222	7,384	(62)	16,237



FUEL SALES	ACTUAL	BUDGET	BUDGET VARIANCE
PORTSMOUTH FISH PIER	-	269	(269)
NYE HARBOR	134	63	71
HAMPTON HARBOR	147	137	10
SKYHAVEN AIRPORT	37	27	10
	318	496	(178)

	YEAR TO DATE ACTUAL	BUDGET
PARKING	126	268
FUEL FLOWAGE	115	90



CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019

(\$ 000's)

CURRENT STAFF ANALYSIS (FILLED POSITIONS) AS OF DECEMBER 19, 2019

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	CURRENT STAFF ANALYSIS (FILLED POSITIONS)				TOTAL
					SAL/ BEN	HR/ BEN	HR/ NON	SE	
PERSONNEL SERVICES									
BENEFITED	1,738	1,826	(98)	4,167		18	6	10	33
NONBENEFITED	335	334	1	792		4	-	5	12
OVERTIME	119	109	10	254		10	12	-	25
ACCRUED VACATION/ SICK	21	-	21	-		2	-	-	5
	<u>2,203</u>	<u>2,269</u>	<u>(66)</u>	<u>5,213</u>		1	-	-	4
CHARGE OUT	(10)	(19)	9	-		2	-	-	3
	<u>2,193</u>	<u>2,250</u>	<u>(57)</u>	<u>5,213</u>		-	3	-	3
FRINGE BENEFITS									
HEALTH INSUR	495	509	(14)	1,208		1	-	-	2
RETIREMENT	279	229	41	668		-	-	-	1
DENTAL INSURANCE	29	30	(1)	71		-	-	-	1
LIFE INSURANCE	21	12	9	28		-	-	-	1
CHARGE OUT	-	(4)	4	-		1	-	-	1
	<u>815</u>	<u>780</u>	<u>35</u>	<u>1,975</u>		1	-	-	2
	<u>815</u>	<u>776</u>	<u>39</u>	<u>1,975</u>		1	-	-	2
	<u>3,008</u>	<u>3,026</u>	<u>(18)</u>	<u>7,188</u>		18	24	20	109

FILLED BENEFITED POSITIONS



DPH

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019

(\$ 000's)

GENERAL ACCOUNT NUMBER	YTD TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	MANAGEMENT SIGNIFY	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
REPAIRS	100	120	(20)	120		110	120	10	120
INSURANCE	49	78	29	78	INSURANCE	49	78	29	78
PROPERTY TAXES	63	94	31	94	PROPERTY TAXES	63	94	31	94
UTILITIES	25	25	0	25	UTILITIES	25	25	0	25
DEPRECIATION	30	70	40	70	DEPRECIATION	30	70	40	70
MAINTENANCE	197	120	77	120	MAINTENANCE	197	120	77	120
TOTAL	364	487	(123)	487		364	487	(123)	487
ADVERTISING	20	20	0	20	ADVERTISING	20	20	0	20
TRAVEL	10	10	0	10	TRAVEL	10	10	0	10
TELEPHONE	10	10	0	10	TELEPHONE	10	10	0	10
POSTAGE	10	10	0	10	POSTAGE	10	10	0	10
COMPUTER AND SOFTWARE	10	10	0	10	COMPUTER AND SOFTWARE	10	10	0	10
RENTALS	10	10	0	10	RENTALS	10	10	0	10
SECURITY	10	10	0	10	SECURITY	10	10	0	10
TRAINING	10	10	0	10	TRAINING	10	10	0	10
CONTRACTS	10	10	0	10	CONTRACTS	10	10	0	10
OTHER	10	10	0	10	OTHER	10	10	0	10
TOTAL	100	100	0	100		100	100	0	100

**CONSOLIDATED NONOPERATING (INCOME) EXPENSE
FOR THE FIVE MONTH PERIOD ENDING
NOVEMBER 30, 2019**

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE SUBJECT	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>INTEREST EXPENSE</i>	
					YEAR TO DATE	FISCAL BUDGET
INTEREST EXPENSE	2	129	(127)	310	-	305
INTEREST INCOME AND OTHER	(33)	(12)	(21)	(29)	2	5
GAIN ON ASSET DISPOSITION	(49)	-	(49)	-	2	210
	<u>80</u>	<u>117</u>	<u>(127)</u>	<u>281</u>		

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF NOVEMBER 30, 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	2,496	-	2,321	175	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	-	-	-	1,216	-	1,182	34	34
DPH MAIN PIER REHABILITATION	-	3,250	-	74	-	59	15	15
							<u>337</u>	<u>195</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 11-30-19
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	1,301	1,573	-	1,573	2,874
RUNWAY 16-34 DESIGN (AIP 56)	896	1	-	1	897
PAY FOR PARKING PROJECT	6	8	(8)	-	6
PSM- RECONSTRUCT TAXIWAY B AND C	-	44	-	44	44
PSM- AIR NATIONAL GUARD	-	12	-	12	12
PSM- DOOR ACCESS CONTROL SYSTE	-	5	-	5	5
	<u>2,203</u>	<u>1,643</u>	<u>(8)</u>	<u>1,635</u>	<u>3,838</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 11-30-19
SKYHAVEN AIRPORT	-	-	-	-	-
GOLF COURSE					
CLUBHOUSE KITCHEN	4	4	(8)	(4)	-
BATHROOM RENOVATIONS	-	2	-	2	2
	4	6	(8)	(2)	2
ADMINISTRATION					
	-	-	-	-	-
MAINTENANCE					
BLUE DIAMOND BRUSH CUTTER	-	6	(6)	-	-
WEEDTECHNICS STEAM MACHINE	-	22	(22)	-	-
	-	28	(28)	-	-

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 11-30-19
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,071	145	-	145	1,216
PPP BULKHEAD REHAB (HDF)	20	47	(67)	(20)	-
MAIN PIER REHAB	19	55	-	55	74
PPP CONCEPT STUDY (HDF)	4	3	-	3	7
UPGRADE SECURITY	-	11	(11)	-	-
BARGE WHARF GUIDE PILLINGS	-	12	(12)	-	-
	<u>1,114</u>	<u>272</u>	<u>(90)</u>	<u>183</u>	<u>1,297</u>
TOTAL	2,321	1,950	(134)	1,816	5,137

LONG TERM LIABILITIES AS OF NOVEMBER 30, 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	-
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM (1)	91	182	273	2021	-	91
				2022	-	91
				2023	-	91
CLF PENALTY	400		400		116	273
				<i>PAID IN FY 2020</i>	-	-
STATE OF NEW HAMPSHIRE	-	252	252		116	273
ACCRUED SICK LIABILITY	-	99	99			
	607	533	1,140			

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

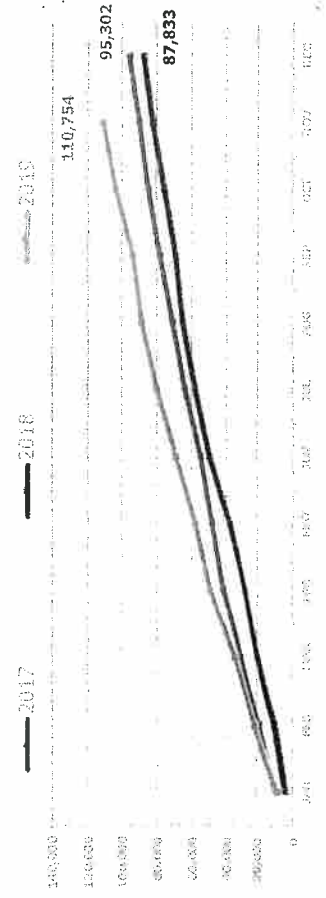
STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	643	708	(65)	1,880
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	369	407	(38)	970
BUILDINGS AND FACILITIES MAINTENANCE	293	165	128	585
GENERAL AND ADMINISTRATIVE	143	144	(1)	347
UTILITIES	146	133	13	319
PROFESSIONAL SERVICES	14	2	12	5
MARKETING AND PROMOTION	77	26	51	62
ALL OTHER	-	-	-	-
OPERATING INCOME	1,042	877	165	2,288
NONOPERATING (INCOME) AND EXPENSE	(399)	(169)	(230)	(408)
	(49)	-	(49)	-
DEPRECIATION	1,102	1,625	(523)	3,900
NET OPERATING INCOME	(1,452)	(1,794)	342	(4,208)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	345	311	34	713
FACILITIES RENTAL	126	268	(142)	858
FUEL FLOWAGE	115	90	25	215
CONCESSION REVENUES	33	30	3	72
ALL OTHER	24	9	15	22
	643	708	(65)	1,880

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019 SKYHAVEN AIRPORT

(\$ 000's)

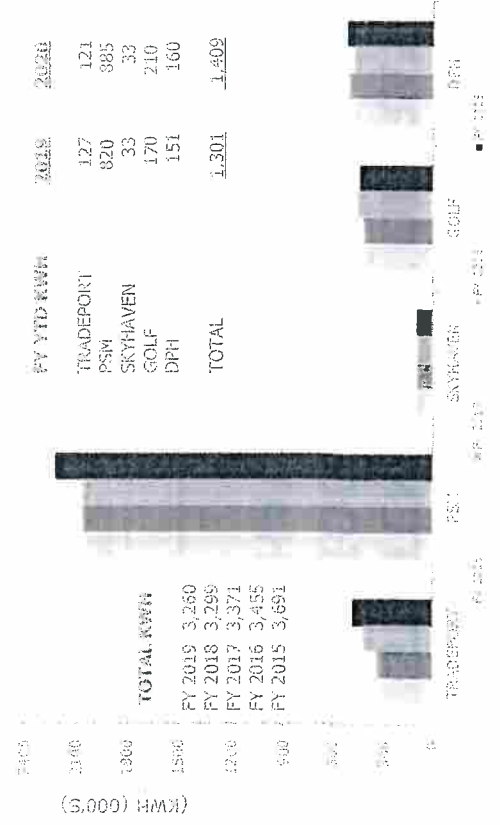
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES					<u>89</u>	<u>84</u>	<u>5</u>	<u>185</u>
FACILITIES RENTAL	54	57	(3)	121				
FUEL SALES	37	27	10	64				
ALL OTHER	(2)	-	(2)	-				60
	<u>89</u>	<u>84</u>	<u>5</u>	<u>185</u>				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS					18	25	(7)	60
BUILDINGS AND FACILITIES MAINTENANCE					27	26	1	61
GENERAL AND ADMINISTRATIVE					14	16	(2)	38
UTILITIES					9	11	(2)	27
PROFESSIONAL SERVICES					2	2	-	5
MARKETING AND PROMOTION					-	-	-	-
ALL OTHER- FUEL					33	21	12	51
					<u>103</u>	<u>101</u>	<u>2</u>	<u>242</u>
OPERATING INCOME					(14)	(17)	3	(57)
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION					219	218	1	520
NET OPERATING INCOME					<u>(233)</u>	<u>(235)</u>	<u>2</u>	<u>(577)</u>
GALLONS OF FUEL SOLD								
FY 2019	715	6,621	13,513	\$ 4.76				
FY 2020	946	7,729	7,729	4.79				
NET CASH FLOW								
FY 2020	(14)	-	5	(9)				
FY 2019	(83)	(27)	512	402				
FY 2018	(74)	(1,193)	1,370	103				
FY 2009- FY 2017	(835)	(5,599)	4,355	(2,179)				
	<u>(1,006)</u>	<u>(6,819)</u>	<u>6,242</u>	<u>(1,583)</u>				

STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019 TRADEPORT

(\$ 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								
RENTAL OF FACILITIES	3,816	3,874	(58)	3,828	3,891	3,943	(52)	8,995
ALL OTHER	75	69	6	167	60	157	(97)	376
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	3,821	2,943	(878)	8,935	21	20	1	48
BUILDINGS AND FACILITIES MAINTENANCE					29	43	(14)	103
GENERAL AND ADMINISTRATIVE UTILITIES								
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION								
ALL OTHER					21	39	(18)	120
OPERATING INCOME					<u>131</u>	<u>259</u>	<u>(128)</u>	<u>647</u>
NONOPERATING (INCOME) AND EXPENSE					3,760	3,684	76	8,348
DEPRECIATION					312	312	-	750
NET OPERATING INCOME					<u>2,448</u>	<u>3,272</u>	<u>76</u>	<u>7,598</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



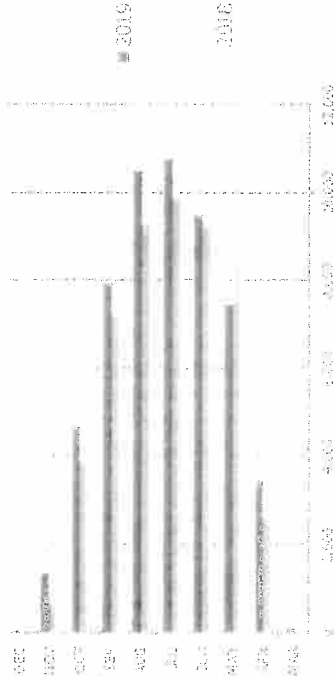
STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,604</u>	<u>1,358</u>	<u>246</u>	<u>2,396</u>	CONCESSION REVENUES	155	115	40	251
OPERATING EXPENSES					FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	458	425	33	940	GOLF FEES	1,048	880	168	1,425
BUILDINGS AND FACILITIES MAINTENANCE	152	167	(15)	321	MEMBERSHIPS	236	212	24	340
GENERAL AND ADMINISTRATIVE	130	97	33	213	SIMULATOR	3	20	(17)	120
UTILITIES	54	103	(49)	167	LESSONS	<u>11</u>	<u>8</u>	<u>3</u>	<u>18</u>
PROFESSIONAL SERVICES	3	7	(4)	17	MERCHANDISE AND OTHER	<u>1,298</u>	<u>1,120</u>	<u>178</u>	<u>1,903</u>
MARKETING AND PROMOTION	(2)	20	(22)	47		<u>151</u>	<u>123</u>	<u>28</u>	<u>242</u>
ALL OTHER	170	159	11	295		<u>1,604</u>	<u>1,358</u>	<u>246</u>	<u>2,396</u>
	<u>965</u>	<u>978</u>	<u>(13)</u>	<u>2,000</u>	<hr/>				
OPERATING INCOME	<u>639</u>	<u>380</u>	<u>259</u>	<u>396</u>	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE					PRO SHOP	139	1,300	162	3
DEPRECIATION	156	165	9	396	COURSE OPERA	100	766	76	23
NET OPERATING INCOME	<u>483</u>	<u>215</u>	<u>268</u>		FOOD / BEV	39	534	86	(20)
					TOTAL				
					OPERATING REVENUES	139	1,300	162	3
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)	100	766	76	23
					OPERATING INCOME	39	534	86	(20)

KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



FINAL	2019 YTD	2018 YTD	2018 SEASON
ROUNDS PLAYED	55,321	51,317	51,317
RAIN DAYS	55	77	77

2019 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

Month	FY 2019	FY 2020
JULY	\$ 331	\$ 39
AUGUST	485	-
SEPTEMBER	479	78
OCTOBER	5,292	1,026
NOVEMBER	18,312	17,727
DECEMBER	22,559	-
JANUARY	28,984	-
FEBRUARY	25,591	-
MARCH	26,907	-
APRIL	3,910	-
MAY	229	-
JUNE	17	-
TOTAL	\$ 133,156	\$ 18,870

GRILL 28 GROSS SALES

Month	FY 2019	FY 2020
JULY	\$ 208,701	\$ 212,562
AUGUST	221,334	259,154
SEPTEMBER	188,411	199,822
OCTOBER	134,258	149,127
NOVEMBER	89,731	107,818
DECEMBER	110,593	-
JANUARY	102,321	-
FEBRUARY	101,282	-
MARCH	115,092	-
APRIL	134,616	-
MAY	209,511	-
JUNE	274,736	-
TOTAL	\$ 1,890,586	\$ 928,483

2019 ROUNDS - SEASON

MEMBER	14,305
NONMEMBER	41,016
TOTAL	55,321

2018 ROUNDS - SEASON

MEMBER	13,878
NONMEMBER	37,439
TOTAL	51,317

CLUB / COURSE FUNCTIONS

Function	FY 2019 YTD	FY 2020 YTD
GROUPS 12-40	37,344	33,088
TOURNAMENT PLAY	106,732	127,671
LEAGUES	59,940	52,603
FOOD AND ROOM FEES	142,905	143,601

**STATEMENT OF OPERATIONS FOR THE FIVE MONTH
PERIOD ENDING NOVEMBER 30, 2019
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

FOREIGN TRADE ZONES	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET
	12	10	10	2	10	2	10	15	15	115	
OPERATING REVENUES	-	-	-	-	-	-	-	46	21	15	115
OPERATING EXPENSES	-	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	-	134	4	4	130	10
GENERAL AND ADMINISTRATIVE	-	-	1	(1)	3	(1)	-	2	(2)	4	4
UTILITIES	-	-	-	-	-	-	-	-	-	-	1
PROFESSIONAL SERVICES	-	-	-	-	7	-	-	-	-	-	-
MARKETING AND PROMOTION	2	3	3	(1)	-	(1)	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME	2	4	4	(2)	10	(2)	134	6	128	15	100
NONOPERATING (INCOME) AND EXPENSE	10	6	6	4	-	-	(88)	25	(113)	(1)	(1)
DEPRECIATION	-	-	-	-	-	-	41	30	11	72	72
NET OPERATING INCOME	10	6	6	4	-	-	(129)	(5)	(124)	29	29

(\$ 000's)

STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2019 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
REVOLVING LOAN FUND				
OPERATING REVENUES	19	18	1	44
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	1	-	1	-
GENERAL AND ADMINISTRATIVE	-	-	-	1
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	10	11	(1)	27
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
OPERATING INCOME	11	11	-	28
NONOPERATING (INCOME) AND EXPENSE	8	7	1	16
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	8	7	1	16

REVOLVING LOAN FUND RECONCILIATION

	BALANCE AT 06-30-2019	BALANCE AT 10-31-2019
<u>CASH BALANCES</u>		
GENERAL FUNDS	196	154
SEQUESTERED FUNDS	-	-
<u>LOANS OUTSTANDING</u>	<u>196</u>	<u>154</u>
CURRENT	156	175
LONG TERM	857	887
	<u>1,013</u>	<u>1,062</u>
	<u>1,209</u>	<u>1,216</u>
CAPITAL UTILIZATION RATE- % (*)	<u>83.9</u>	<u>87.3</u>

(*) EXCLUDES SEQUESTERED FUNDS.

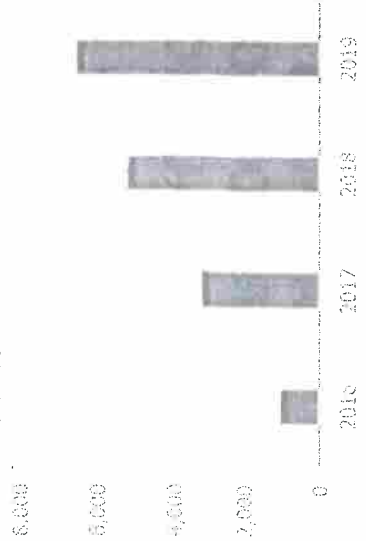
PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

	JUN 30 2019	NOV 30 2019	JUN 30 2019	NOV 30 2019
(\$ 000's)				
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	6,364	7,474	1,442	2,600
ACCOUNTS PAYABLE- CONSTRUCTION	976	673	481	248
UNEARNED REVENUE	532	331	294	101
REVOLVING LOC FACILITY	7,872	9,428	516	116
CURRENT PORTION- LT LIABILITIES			2,733	3,065
TOTAL CURRENT LIABILITIES			10,582	10,829
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY			7,587	7,587
OTHER LT LIABILITIES			265	177
TOTAL LIABILITIES			10,847	10,829
DEFERRED INFLOWS OF RESOURCES				
PENSION / OPEB	51,964	50,159	2,038	2,688
NET POSITION	2,207	3,839	53,573	53,635
NET INVEST IN CAPITAL ASSETS				
RESTRICTED FOR:				
REVOLVING LOAN FUND	54,171	53,928	-	-
HARBOR DREDGING	62,043	62,476	-	-
FOREIGN TRADE ZONE			-	-
UNRESTRICTED	1,283	1,283	(3,475)	(3,393)
TOTAL NET POSITION	1,283	1,283	50,098	50,242

DISCUSSION AND ANALYSIS

- * CONTINUED FINANCIAL OBLIGATION TO SUPPORT NONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- * ACCRUED PENSION LIABILITY FOR JUNE 30, 2019 REDUCED BY \$602
- * REVENUE ESCALATION / CPI 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

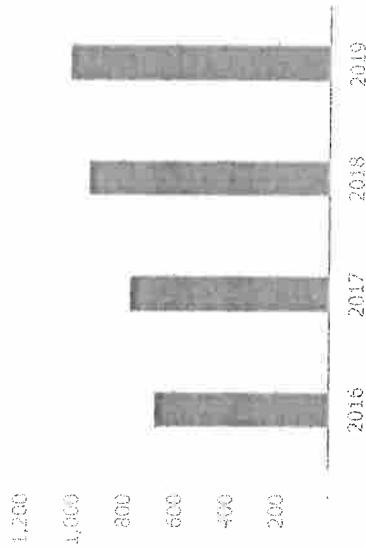
(\$ 000's)

	JUN 30 2019	NOV 30 2019	JUN 30 2019	NOV 30 2019
ASSETS			LIABILITIES	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	1,185	1,235	ACCOUNTS PAYABLE	232
ACCOUNTS RECEIVABLE- NET	208	177	ACCOUNTS PAYABLE- CONSTRUCTION	15
OTHER ASSETS	55	23	UNEARNED REVENUE	280
TOTAL CURRENT ASSETS	<u>1,448</u>	<u>1,435</u>	REVOLVING LOC FACILITY	-
RESTRICTED ASSETS			CURRENT PORTION- LT LIABILITIES	-
CASH AND EQUIVALENTS	-	-	TOTAL CURRENT LIABILITIES	<u>527</u>
ACCOUNTS RECEIVABLE- NET	-	-	NONCURRENT LIABILITIES	
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>	NET PENSION / OPEB LIABILITY	4,089
CAPITAL ASSETS			OTHER LT LIABILITIES	102
LAND, BUILDINGS AND EQUIPMENT	8,376	8,132	TOTAL LIABILITIES	<u>4,191</u>
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,089	1,291	DEFERRED INFLOWS OF RESOURCES	4,718
TOTAL ASSETS	<u>9,465</u>	<u>9,423</u>	PENSION / OPEB	533
	<u>10,913</u>	<u>10,858</u>	NET POSITION	
DEFERRED OUTFLOWS OF RESOURCES			NET INVEST IN CAPITAL ASSETS	9,474
PENSION / OPEB	281	281	RESTRICTED FOR:	
			REVOLVING LOAN FUND	-
			HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	(1,578)
			TOTAL NET POSITION	<u>7,896</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 NOV 30 2019

JUN 30 2019 (1)

NOV 30 2019

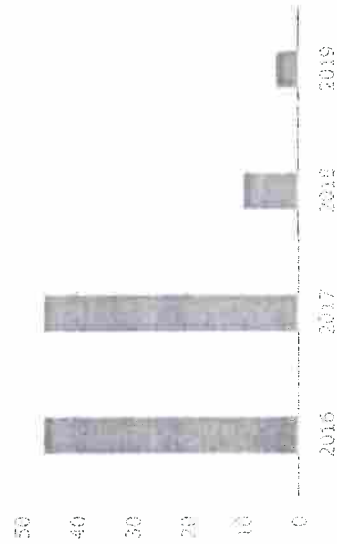
LIABILITIES

ASSETS

DISCUSSION AND ANALYSIS

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

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



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

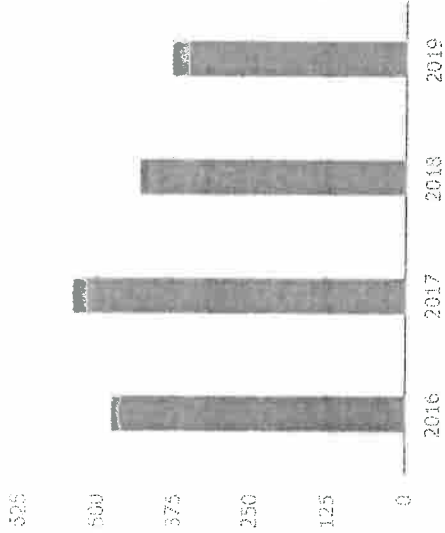
(\$ 000's)

	JUN 30 2019	NOV 30 2019	JUN 30 2019	NOV 30 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	21	-
ACCOUNTS RECEIVABLE- NET	-	-	24	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	45	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	379	189	-	-
ACCOUNTS RECEIVABLES- NET	4	-	252	252
TOTAL RESTRICTED ASSETS	383	189	252	252
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	907	944	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	24	7	-	-
TOTAL ASSETS	931	951	883	952
DEFERRED OUTFLOWS OF RESOURCES	1,314	1,140	134	(64)
PENSION / OPEB	-	-	-	-
TOTAL NET POSITION	1,017	888	1,017	888

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)

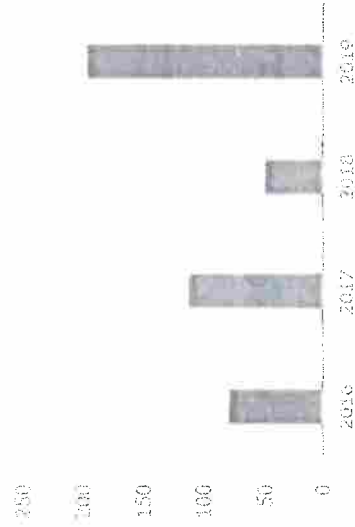
	JUN 30 2019	NOV 30 2019	JUN 30 2019	NOV 30 2019
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	196	154	-	-
ACCOUNTS RECEIVABLES- NET	1,013	1,062	-	-
TOTAL RESTRICTED ASSETS	1,209	1,216	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	1,209	1,216	1,204	1,212
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	5	4
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	5	4
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	5	4
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,204	1,212
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	1,204	1,212	1,204	1,212

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 SEPTEMBER 30, 2020



**BOARD OF DIRECTORS MEETING
JANUARY 16, 2020**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JANUARY 1, 2020 TO SEPTEMBER 30, 2020

(EXCLUDING DIVISION OF PORTS AND HARBORS)

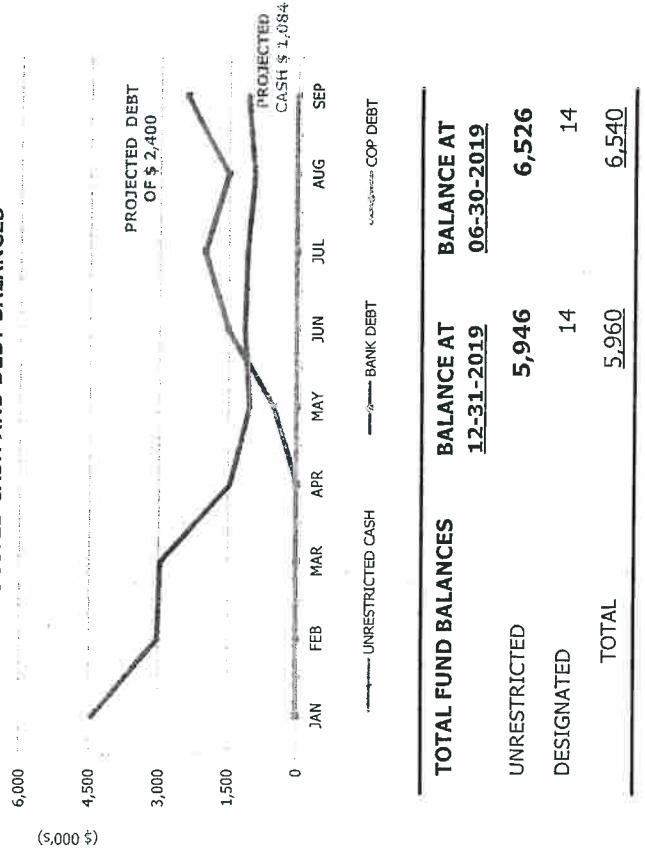
(\$ 000's)

	<u>AMOUNT</u>
(\$ 000's) OPENING FUND BALANCE	5,946
SOURCES OF FUNDS	
GRANT AWARDS (SEE PAGE #8)	7,452
TRADEPORT TENANTS	6,755
EXTERNAL BANK FINANCING- NET	2,400
MUNICIPAL SERVICE FEE (COP)- NET	1,275
GOLF COURSE FEE AND CONCESSION REVENUES	1,045
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	977
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	135
	<u>20,039</u>
USES OF FUNDS	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	10,335
OPERATING EXPENSES	7,530
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#7)	6,457
LITIGATION SETTLEMENT- CLF	400
LONG TERM DEBT RETIREMENT	116
STATE OF NH- POST RETIREMENT	63
	<u>24,901</u>
NET CASH FLOW	(4,862)
CLOSING FUND BALANCE	<u>1,084</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 <u>12-31-2019</u>	BALANCE AT <u>06-30-2019</u>
UNRESTRICTED	5,946	6,526
DESIGNATED	14	14
TOTAL	<u>5,960</u>	<u>6,540</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	5,946	4,425	3,020	2,964	1,460	1,033	1,142	1,093	939	5,946
SOURCES OF FUNDS										
TRADEPORT TENANTS	720	725	725	725	730	730	935	730	735	6,755
GRANT AWARDS (SEE PAGE #8)	-	202	1,210	70	600	1,925	880	1,710	855	7,452
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	375	250	2,625
GOLF COURSE	65	65	70	90	110	120	175	175	175	1,045
PORTSMOUTH AIRPORT- (PSM)	45	50	45	45	50	45	45	50	45	420
PSM PAY FOR PARKING	40	45	40	40	40	35	30	30	30	330
PSM FLOWAGE FEES	30	30	30	32	25	20	20	20	20	227
SKYHAVEN AIRPORT	14	14	14	14	16	16	16	16	15	135
EXTERNAL FINANCING- NET	-	-	-	-	500	1,000	500	(500)	900	2,400
	<u>1,164</u>	<u>1,506</u>	<u>2,384</u>	<u>1,266</u>	<u>2,446</u>	<u>4,141</u>	<u>2,851</u>	<u>2,606</u>	<u>3,025</u>	<u>21,389</u>
USE OF FUNDS										
OPERATING EXPENSES	850	800	1,225	915	855	800	850	810	825	7,930
CAPITAL- NONGRANT (SEE PAGES #5-#7)	1,095	1,110	705	585	653	869	600	450	390	6,457
CAPITAL- GRANT RELATED (SEE PAGE #4)	624	1,001	510	1,270	1,365	950	1,450	1,500	1,665	10,335
MUNICIPAL SERVICE FEE	-	-	-	-	-	1,350	-	-	-	1,350
LONG TERM DEBT RETIREMENT	116	-	-	-	-	-	-	-	-	116
STATE OF NH- POST RETIREMENT	-	-	-	-	-	63	-	-	-	63
	<u>2,685</u>	<u>2,911</u>	<u>2,440</u>	<u>2,770</u>	<u>2,873</u>	<u>4,032</u>	<u>2,900</u>	<u>2,760</u>	<u>2,880</u>	<u>26,251</u>
NET CASH FLOW	(1,521)	(1,405)	(56)	(1,504)	(427)	109	(49)	(154)	145	(4,862)
CLOSING FUND BALANCE	4,425	3,020	2,964	1,460	1,033	1,142	1,093	939	1,084	1,084

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>GRANT REIMBURSEMENT</u>										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	250	250	250	250	250	250	250	250	2,000
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	100	100	1,000	100	100	200	200	300	2,100
RUNWAY 16-34 DESIGN (AIP 58)	24	51	-	-	-	-	-	-	-	75
RUNWAY 16-34 RECONSTRUCTION	600	600	20	20	785	600	1,000	1,050	1,115	5,790
REIMBURSABLE AGREEMENT (AIP 65)	-	-	140	-	-	-	-	-	-	140
	<u>624</u>	<u>1,001</u>	<u>510</u>	<u>1,270</u>	<u>1,135</u>	<u>950</u>	<u>1,450</u>	<u>1,500</u>	<u>1,665</u>	<u>10,105</u>
SKYHAVEN AIRPORT										
TAXILANE AND DRAINAGE (SBG 7)	-	-	-	-	230	-	-	-	-	230
	<u>624</u>	<u>1,001</u>	<u>510</u>	<u>1,270</u>	<u>1,365</u>	<u>950</u>	<u>1,450</u>	<u>1,500</u>	<u>1,665</u>	<u>10,335</u>
TOTAL										

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
FUEL SYSTEM CREDIT CARD **	-	-	15	-	-	-	-	-	-	20
REROOFING TERMINAL BUILDING **	-	-	-	-	-	-	-	25	25	50
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u>15</u>	<u> </u>	<u> </u>	<u>15</u>	<u> </u>	<u> </u>	<u> </u>	<u>25</u>	<u>25</u>	<u>70</u>
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	15	-	10	-	21	29	-	-	10	85
TECHNOLOGY ENHANCEMENTS **	-	-	25	-	25	-	25	-	25	100
MAIN SERVER REPLACEMENT **	-	-	-	-	-	65	-	-	-	65
	<u>15</u>	<u> </u>	<u>35</u>	<u> </u>	<u>46</u>	<u>94</u>	<u>25</u>	<u> </u>	<u>35</u>	<u>250</u>
GOLF COURSE										
FAIRWAY ROUGH MOWER **	-	-	-	75	-	-	-	-	-	75
BATHROOM UPGRADES	-	-	25	20	-	-	-	-	-	45
	<u> </u>	<u> </u>	<u>25</u>	<u>95</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>120</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
<i>(CONTINUED):</i>										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION	1,000	1,050	600	450	500	750	550	400	300	5,600
TERMINAL EXPANSION DESIGN	25	-	-	-	-	-	-	-	-	25
PAY FOR PARKING	-	25	-	-	-	-	-	-	-	25
GROUND TRANSPORTATION BUS	-	-	-	-	72	-	-	-	-	72
TERMINAL FLOORING- BAGGAGE AREA **	-	25	-	-	-	-	-	-	-	25
AIRFIELD LED LIGHTING **	-	-	20	-	-	-	-	-	-	20
DAC CONNECTION UPGRADE **	-	-	10	-	-	-	-	-	-	10
	<u>1,025</u>	<u>1,100</u>	<u>630</u>	<u>450</u>	<u>572</u>	<u>750</u>	<u>550</u>	<u>400</u>	<u>300</u>	<u>5,777</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
<u>TRADEPORT</u>										
TRAFFIC MONITORING **	-	-	-	10	20	10	10	10	15	75
STORMWATER TREATMENT	10	10	10	15	15	15	15	15	15	120
	<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>30</u>	<u>195</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	45	-	-	-	-	-	-	-	-	45
	<u>45</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>45</u>
TOTAL	<u>1,095</u>	<u>1,110</u>	<u>705</u>	<u>585</u>	<u>653</u>	<u>869</u>	<u>600</u>	<u>450</u>	<u>390</u>	<u>6,457</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	-	425	-	475	-	475	-	475	1,850
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	-	-	-	-	1,140	190	190	380	1,900
RUNWAY 16-34 DESIGN (AIP 58)	-	56	-	70	-	-	-	-	-	126
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)	-	-	-	-	-	-	215	-	-	215
TOTAL	202	202	1,210	70	600	1,925	880	1,710	855	7,452

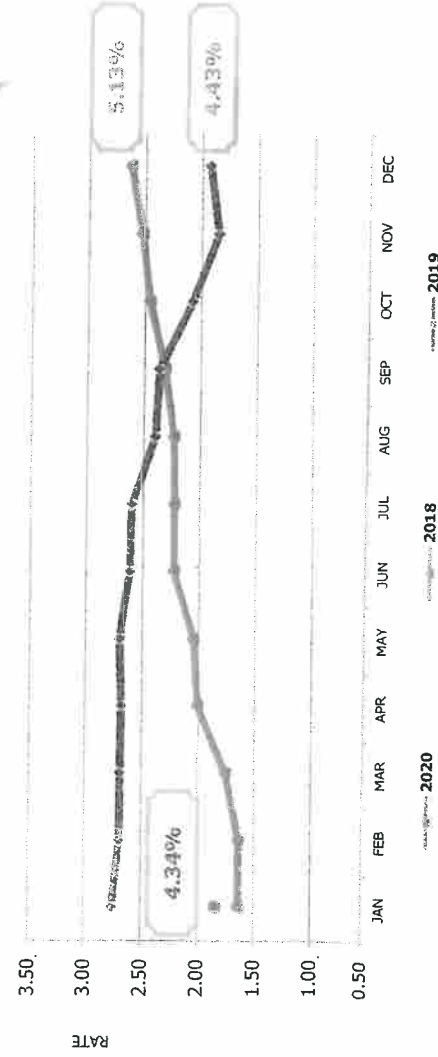
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

REVOLVING LETTER OF CREDIT (RLOC)	THE PROVIDENT BANK	↓
AMOUNT OF CREDIT FACILITY	15,000	
AMOUNT CURRENTLY AVAILABLE	15,000	
TERM DATE	12-31-2022	
PURPOSE	TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.	
INTEREST RATE	ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS	
MINIMUM SIZE OF DRAWDOWN	NO MINIMUM	
OTHER	DOES NOT CARRY THE STATE GUARANTEE	

OUTSTANDING DEBT ANALYSIS	BALANCE AT 12-31-2019	BALANCE AT 06-30-2019	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
CITY OF PORTSMOUTH	116	116	01-31-2020	4.50
WEIGHTED AVERAGE	116	116		4.50

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



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) JANUARY 1, 2020 TO SEPTEMBER 30, 2020

(\$ 000's)

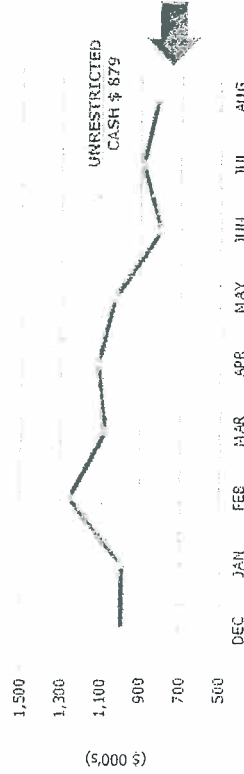
	AMOUNT
OPENING FUND BALANCE	<u>1,125</u>
SOURCES OF FUNDS	
FUEL SALES	710
REGISTRATIONS / WHARFAGE	550
FACILITY RENTALS AND CONCESSIONS	511
MOORING FEES	365
PARKING FEES	155
	<u>2,291</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,405
OPERATING EXPENSES	402
FUEL PROCUREMENT	672
CAPITAL EXPENDITURES AND OTHER	30
STATE OF NH- POST RETIREMENT	28
	<u>2,537</u>
NET CASH FLOW	<u>(246)</u>
CLOSING FUND BALANCE	<u>879</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-FM-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED. LONG TERM LIABILITY.

PROJECTED UNRESTRICTED CASH BALANCES



	BALANCE AT <u>12-31-2019</u>	BALANCE AT <u>06-30-2019</u>	
TOTAL FUND BALANCES			
UNRESTRICTED FUNDS	1,125	1,004	
DESINGATED FUNDS	5	5	
RESTRICTED FUNDS:			
HARBOR DREDGING	204	379	
REVOLVING LOAN FUND	168	196	
FOREIGN TRADE ZONE	11	4	
	<u>383</u>	<u>579</u>	

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>1,125</u>	<u>1,129</u>	<u>1,393</u>	<u>1,211</u>	<u>1,246</u>	<u>1,163</u>	<u>933</u>	<u>1,026</u>	<u>947</u>	<u>1,125</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	55	55	55	55	57	57	57	60	60	511
FUEL SALES	70	70	75	80	80	80	85	85	85	710
MOORING FEES	100	220	45	-	-	-	-	-	-	365
PARKING FEES	-	-	-	10	20	25	35	35	30	155
REGISTRATIONS / WHARFAGE	-	150	-	125	-	-	150	-	125	550
	<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>300</u>	<u>2,291</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	100	105	245	110	115	245	115	120	250	1,405
FUEL PROCUREMENT	67	67	70	76	76	76	80	80	80	672
UTILITIES	20	20	18	16	15	15	15	15	15	149
GENERAL AND ADMINISTRATIVE	14	14	14	13	14	13	14	14	1	123
BUILDINGS AND FACILITIES	10	15	10	10	10	15	10	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>221</u>	<u>231</u>	<u>357</u>	<u>235</u>	<u>240</u>	<u>392</u>	<u>234</u>	<u>259</u>	<u>368</u>	<u>2,537</u>
NET CASH FLOW	4	264	(182)	35	(83)	(230)	93	(79)	(68)	(246)
CLOSING FUND BALANCE	<u>1,129</u>	<u>1,393</u>	<u>1,211</u>	<u>1,246</u>	<u>1,163</u>	<u>933</u>	<u>1,026</u>	<u>947</u>	<u>879</u>	<u>879</u>

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

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
-OPENING FUND BALANCE	204	205	177	178	191	200	174	175	196	204
SOURCES OF FUNDS										
PIER USAGE FEES	-	10	-	10	-	20	-	10	-	50
REGISTRATIONS	-	10	-	-	10	-	-	10	-	30
FUEL FLOWAGE FEES	3	4	3	3	3	4	3	3	4	30
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	3	24	3	13	13	24	3	23	4	110
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	2	-	2	-	2	-	2	-	2	10
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	50	-	-	-	50	-	-	-	100
	2	52	2	-	4	50	2	2	2	116
NET CASH FLOW	1	(28)	1	13	9	(26)	1	21	2	(6)
CLOSING FUND BALANCE	205	177	178	191	200	174	175	196	198	198

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>168</u>	<u>179</u>	<u>167</u>	<u>179</u>	<u>191</u>	<u>204</u>	<u>218</u>	<u>204</u>	<u>218</u>	<u>168</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	12	12	12	12	12	12	12	12	12	108
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	1	-	1	-	1	-	1	-	4
	<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>15</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	3	3	2	2	2	2	2	3	21
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	4	28	3	4	2	2	29	2	3	77
NET CASH FLOW	11	(12)	12	12	13	14	(14)	14	12	62
CLOSING FUND BALANCE	<u>179</u>	<u>167</u>	<u>179</u>	<u>191</u>	<u>204</u>	<u>218</u>	<u>204</u>	<u>218</u>	<u>230</u>	<u>230</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

(RESTRICTED FUNDS)

(\$ 000's)

	<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>SEP</u>	<u>TOTAL</u>
OPENING FUND BALANCE	11	11	11	9	9	9	7	9	9	11
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	6
CLOSING FUND BALANCE	11	11	9	9	9	7	9	9	7	7

Lonza

Lonza Biologics Inc.
101 International Drive
US-Portsmouth, NH 03801

Tel + 1 603 610 4500
Fax + 1 603 610 5051
contact.biologics@lonza.com

19 December 2019

David Mullen
Executive Director Pease Development Authority;

Please be advised Lonza Biologics, Inc. Portsmouth NH hereby wish to exercise the second of four allocated 1 year extensions per Right of Entry 70/80 Corporate Drive (AKA Iron Parcel) Agreement dated February 13, 2018.

This option is effective 01 January, 2020

Kind regards
Lonza Biologics Inc.

Pierre Catignol
Lonza Site Head Portsmouth

 for Pierre Catignol



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of the assignment of the Skyhaven Airport Jet A Fuel Farm License Agreement from Sumner Properties, LLC to B&H Airpower, LLC, and authorizes the Executive Director to complete negotiations and to execute an Assignment and Assumption of the Jet-A-Fuel Farm License between said parties, all in accordance with the memorandum of Andrew Pomeroy, Airport Operations Manager, dated January 10, 2020, and the draft Assignment and Assumption of Jet-A-Fuel Farm License attached thereto.

Note: Roll Call vote required

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR *DM*
FROM: ANDREW B. POMEROY, C.M., AIRPORT OPERATIONS MANAGER *AP*
SUBJECT: LICENSE TRANSFER – SKYHAVEN JET A FUEL STORAGE TANK
DATE: 1/10/2020
CC: PAUL BEAN, AIRPORT DIRECTOR

In December, 2015, the Pease Development Authority entered into a License Agreement with Sumner Properties, LLC for the rehabilitation and use of the then unused 10,000 gallon Underground Fuel Storage Tank (UST) at Skyhaven Airport for the storage and self-fueling of Jet A aviation fuel. At the time the primary signatory, Mr. Mike Davis, owner of Sumner Properties, and Patrick Brady, owner of Label Tech, both of Somersworth, NH, were partners on a King Air C90 Business Aircraft to be based at Skyhaven Airport.

Since the License Agreement was finalized both parties have each purchased their own individual jet aircraft with the Sumner Properties aircraft moving to the airport in Sanford, Maine. In August, 2019, Mr. Brady entered into a lease agreement with the Pease Development Authority to lease Hangar 5 under B&H Airpower, LLC and based his Cessna Citation Jet at Skyhaven.

In light of the foregoing, Mr. Davis and Mr. Brady have requested that the License Agreement be assigned from Sumner Properties, LLC to B&H Airpower, LLC, with B&H assuming all responsibility under the License Agreement. As such, the Airport Management Department requests board approval to execute an assignment agreement for the custody, operations, and maintenance of the Skyhaven Airport Jet A UST from Sumner Properties LLC, to B&H Airpower LLC under the same terms and conditions as the original December, 2015 License Agreement. A draft assignment agreement is attached hereto.

ASSIGNMENT AND ASSUMPTION OF JET-A FUEL FARM LICENSE

This ASSIGNMENT AND ASSUMPTION OF THE JET-A FUEL FARM LICENSE is made and entered into this ____ day of January 2020, by and between the Pease Development Authority (“PDA”) as Licensor, Sumner Properties, LLC (“Sumner”) as Licensee and/or Assignor, and B&H Airpower, LLC (“B&H”) as Assignee.

WHEREAS, Assignor is a New Hampshire limited liability company with an address of 433 Route 108, Somersworth, New Hampshire, 03878; and

WHEREAS, Assignee is a New Hampshire limited liability company with an address of 16 Interstate Drive, Somersworth, New Hampshire 03878; and

WHEREAS, PDA is an agency of the State of New Hampshire organized pursuant to New Hampshire RSA 12-G, with an address of 55 International Drive, Portsmouth, NH 03801; and

WHEREAS, PDA and Assignor entered into the License regarding operation of the Jet-A Fuel Farm at Skyhaven Airport in Rochester, New Hampshire, with an effective date of November 20, 2015 attached hereto as Exhibit “A” (the “License”); and

WHEREAS, Assignor desires to assign all of its rights, title, and interest in the License to B&H; and

WHEREAS, B&H is willing to accept such assignment of the License; and

WHEREAS, PDA consents to the assignment of the License subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. As of the date first written above Assignor hereby assigns to B&H all of its rights, title, and interest in and to the License, including any/all entitlements or obligations of Assignor under the License, subject to all of the terms, conditions, covenants, and provisions of the License.
2. ASSUMPTION. From and after the date hereof, Assignee accepts the assignment and hereby assumes, covenants, accepts, and agrees to keep and perform each and every obligation of Assignor under the License. Assignee agrees to be bound by each and every provision of the License as if it had executed the same.
3. ASSIGNOR’S REPRESENTATIONS & WARRANTIES. Assignor represents and warrants that:

- a) the License is in full force and effect, unmodified except as provided in this Agreement; and
 - b) the Assignor is not in breach or violation of the terms of the License.
4. CONSENT. The PDA consents to this Agreement subject to the conditions set forth herein.
 5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and each of the parties hereto submits to the jurisdiction of the courts of the State of New Hampshire in connection with any disputes arising out of this Agreement.
 6. AUTHORITY. Assignor and Assignee represent and warrant that they possess the legal authority to respectively assign and assume the License as set forth herein.
 7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

SUMNER PROPERTIES, LLC

By: _____
 Print Name: _____
 Its: _____
 "Licensee and/or Assignor"

B&H AIRPOWER, LLC

By: _____
 Print Name: _____
 Its: _____
 "Assignee"

PEASE DEVELOPMENT AUTHORITY

By: _____
 Its: Executive Director
 "Licensor"

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this ___ day of _____, 20___, before me, _____, the undersigned officer in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be an authorized signatory for and member of **Sumner Properties, LLC**, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public/Justice of the Peace
Printed Name: _____
My commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this ___ day of _____, 20___, before me, _____, the undersigned officer in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be an authorized signatory for and member of **B&H Airpower, LLC**, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public/Justice of the Peace
Printed Name: _____
My commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ___ day of _____, 20___, before me, _____, the undersigned officer in and for said County and State, personally appeared **David R. Mullen**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the **Executive Director** of the **Pease Development Authority** and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public/Justice of the Peace
Printed Name: _____
My commission expires: _____

JET A FUEL FARM LICENSE
BETWEEN
PEASE DEVELOPMENT AUTHORITY
AS
"LICENSOR"
AND
SUMNER PROPERTIES, LLC
AS
"LICENSEE"

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EXHIBITS TO LICENSE

EXHIBIT

- 1 - QUITCLAIM DEED AND EXHIBITS
- "A" PLANS DESIGNATING THE LEASED PREMISES
- "B" ARTICLE 7 OF DRAFT GROUND LEASE - INSURANCE
- "C" [RESERVED]
- "D" SUMMARY OF LEASE PROVISIONS REQUIRED BY THE FEDERAL AVIATION
ADMINISTRATION
- "E" LIST OF ENVIRONMENTAL LAWS AND REGULATIONS
- "F" CERTIFICATE OF FORMATION / GOOD STANDING / EXISTENCE

LICENSE

THIS LICENSE ("License") is made by and between the PEASE DEVELOPMENT AUTHORITY ("Licensor" or "PDA") and SUMNER PROPERTIES, LLC ("Licensee"). (Licensor and Licensee may be referred to jointly as the "Parties.")

RECITALS

A. By Quitclaim Deed (the "Quitclaim Deed") dated June 26, 2009, Licensor acquired title to Skyhaven Airport from the State of New Hampshire through the New Hampshire Department of Transportation and its Bureau of Aeronautics.

B. Licensor is an agency of the State of New Hampshire established pursuant to RSA ch. 12-G, "Pease Development Authority," with a principal place of business at 55 International Drive, Portsmouth, NH 03801 and is authorized to enter into this License pursuant to the provisions contained therein.

C. Licensee is a Limited Liability Company doing business in New Hampshire with a principal place of business at 433 Rt. 108, Somersworth, NH 03878.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

ARTICLE 1.

PREMISES

1.1. Description of Licensed Premises

Licensor, for and in consideration of the fees and covenants herein specified to be paid and performed by Licensee, hereby issues a License to Licensee the right to operate and maintain the Jet A Fuel Farm and associated equipment located at Skyhaven Airport, 238 Rochester Hill Road, Rochester, New Hampshire 03867 as more specifically depicted in Exhibit A of this Lease (the "Licensed Premises" or the "Premises").

1.2. General Rights of Access.

Subject to the provisions and additional restrictions set forth in Article 9 and other pertinent provisions of this License, Licensee shall have in common with other authorized Airport users the right to use the entrances, exits and roadways designated by Licensor for common use at the Airport. Licensee shall also have in common with other airfield users the right to use the runway, taxiways and available common apron areas of the Airport.

The rights of Licensee under this Section 1.3 shall be subordinate to Licensor's rights to manage the Airport and other common areas and roadways, which rights shall include, without limitation, the right to impose reasonable rules and regulations relating to use of the Airport common areas and roadways and the right to add, delete, alter or otherwise modify the designation and use of all Airport facilities and parking areas, entrances, exits, roadways and other areas of the Airport, to the extent all of the foregoing are not part of the Licensed Premises; provided, however, that Licensee shall continue at all times to have reasonable access to and use of the Licensed Premises and the runway, taxiways, and available common apron areas.

The rights of Licensee or any of its employees, contractors, subcontractors, agents, servants or invitees to access, by ground vehicle or otherwise, restricted or controlled areas or the flightline area shall be subject to the training and security requirements as may be promulgated and as the same may be amended from time to time.

Licensee shall comply with all federal, state and local laws, rules and regulations which apply to the conduct of the uses contemplated under this License, including, without limitation, rules and regulations promulgated by Licensor and the requirements and conditions set forth in the Quitclaim Deed. Licensee shall pay to Licensor an amount equal to all fines levied by any governmental body against Licensor for any breach of applicable requirements by Licensee or any of its employees, contractors, subcontractors, agents, servants or invitees.

END OF ARTICLE 1

ARTICLE 2.

CONDITION OF LICENSED PREMISES

2.1. Subject to Article 11 of this License wherein Licensee has agreed to make certain improvements to the Licensed Premises, Licensee acknowledges that it has inspected the Licensed Premises, including all improvements and other facilities thereon, as of the date of execution of this License and that it has determined that the said Licensed Premises are in good and tenantable condition. Licensee accepts said Licensed Premises in their present condition and without any representation or warranty by Licensor as to the condition of said Licensed Premises or as to the use which may be made thereof and without obligation on the part of the Licensor to make any alterations, repairs or additions to said Licensed Premises that has not been fully set forth in this License. Further, Licensor shall not be responsible for any latent or other defect or change of condition in said Licensed Premises, and the rent hereunder shall in no event be withheld or diminished on account of any such defect in said Licensed Premises nor any such change in its condition, nor, except as provided herein, for any damage occurring thereto.

END OF ARTICLE 2

ARTICLE 3.

TERM

3.1. This License shall be effective November 20, 2015 and shall be effective for a period of six years and eleven days through November 30, 2021. This License expressly requires Licensee to base its aircraft at Skyhaven Airport, the failure which will give rise to a default under Article 18.

END OF ARTICLE 3

ARTICLE 4.

JET A FUEL FARM RENT

4.1. In consideration of Licensee making the Jet A Fuel Farm and associated equipment fully operational and in compliance with all regulatory provisions governing underground fuel storage tanks, Licensee is granted this License to utilize the fuel farm for its own operations at no cost the period covering November 20, 2015 through November 30, 2018. Thereafter, Licensor will assess a monthly charge of \$100 per month for the next three years (December 1, 2018 through November 30, 2021). Prior to the expiration of this License, Licensor and Licensee may agree to negotiate the terms of a new agreement.

Licensee acknowledges that it may not sell or dispense Jet A Fuel to third parties and that the use of the Jet A Fuel Farm is for its use alone.

In the event Licensor has an operational or other need to retake possession and control over the Jet A Fuel Tank and associated equipment in the first three years of the License Agreement, Licensor agrees to reimburse Licensee for the verifiable expense of bringing the tank back into service. Thereafter in years four, five and six of this License, Licensor may terminate the License without cause upon providing Licensee with sixty (60) days advance written notice. In the event Licensor terminates the License in years four through six, Licensor agrees to reimburse Licensee for the value of the Jet A fuel which remains in the tank.

4.2. The Rent payable hereunder shall be net to Licensor, free and clear of any and all Impositions (as defined in Section 5.1), or expenses of any nature whatsoever in connection with the Premises. The Parties agree that, except as expressly provided herein, all costs, expenses and charges of every kind and nature relating to the Licensed Premises which may be attributed to, or become due during the initial or any renewal term of this License, shall constitute additional rent to be paid by Licensee and, upon failure of Licensee to pay any such costs, expenses or charges, Licensor shall have the same rights and remedies as otherwise provided in this License for the failure of Licensee to pay rent. It is the intention of the Parties that Licensee shall in no event be entitled to any abatement or reduction in rent payable hereunder, except as expressly provided herein. Any present or future law to the contrary shall not alter the agreement of the Parties.

END OF ARTICLE 4

ARTICLE 5.

IMPOSITIONS

5.1. During the term of this License, Licensee shall pay when due, all **taxes, charges**, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this License are assessed or imposed upon or become due and payable or a lien upon: (i) the Licensed Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) the rent or income received from subtenants or licensees; or (iii) any use or occupancy of the Licensed Premises; or (iv) this transaction or any document to which Licensee is a party creating or transferring an estate or interest in the Licensed Premises (all of which taxes, charges, excises, fees, assessments and other governmental charges are hereinafter collectively referred to as "Impositions"). If, by law, any such Imposition is payable, or may at the option of Licensee be paid in installments, Licensee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Any Imposition relating to a fiscal period of the taxing authority a part of which period is included prior to the commencement of the term of this License, shall be prorated as between Licensor and Licensee so that Licensee shall pay only the portion thereof attributable to any period during the term of this License.

5.2. Licensee covenants to furnish to Licensor within fourteen (14) days of receipt of a written request from Licensor, official receipts of the appropriate taxing authority, or other proof

satisfactory to Licensor, evidencing the payment thereof.

5.3. Licensee shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings. This right shall not be deemed or construed in any way as relieving, modifying or extending Licensee's covenant to pay any such Imposition at the time and in the manner in this Article, unless Licensee shall have obtained a stay of such proceedings. Licensor shall not be required to join in any such proceedings unless it shall be necessary for it to do so in order to prosecute such proceedings and Licensor shall have been fully indemnified to its satisfaction against all costs and expenses in connection therewith. Licensor shall not be subjected to any liability for the payment of any costs or expenses (including attorneys' and expert witness fees) in connection with any such proceedings brought by Licensee, and Licensee covenants to indemnify and save Licensor harmless from any such costs or expenses.

5.4. As between the Parties, Licensee alone shall have the duty of attending to, making or filing any declaration, statement or report which may be provided or required by law as the basis of or in connection with the determination, equalization, reduction or payment of any and every Imposition which is to be borne or paid or which may become payable by Licensee under the provisions of this Article, and Licensor shall not be or become responsible to Licensee therefor, nor for the contents of any such declaration, statement or report.

END OF ARTICLE 5

ARTICLE 6.

SURRENDER OF LICENSED PREMISES

6.1. On the expiration or termination of this License, Licensee shall surrender to Licensor the Licensed Premises, including all improvements on the Licensed Premises whether Licensed to or otherwise owned by Licensee in good order, condition and repair, reasonable wear and tear excepted, together with all alterations, additions and improvements that may have been made in, to or on the Licensed Premises. The Licensed Premises, including the improvements thereon, shall be delivered free and clear of all liens and encumbrances, other than those, if any, permitted hereby or otherwise created or consented to by Licensor, and, if requested to do so, Licensee shall execute, acknowledge and deliver to Licensor such instruments of further assurance as in the opinion of Licensor are necessary or desirable to confirm or perfect Licensor's right, title and interest in and to the Licensed Premises including said improvements. Licensee's obligation under this Article 6 shall survive the expiration or termination of this License.

END OF ARTICLE 6

ARTICLE 7.

INSURANCE

7.1.

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

B. Insurance. During the entire period this License shall be in effect, the Licensee at its expense will carry and maintain pollution and commercial general liability insurance coverages in the minimum amount of \$1,000,000 per occurrence for the use of the Jet A tank and associated equipment. In the event it is not possible to separate out the coverages for the Jet A tank and other aviation fuel dispensing equipment at Skyhaven Airport, Licensee agrees to reimburse Licensor for the expense associated with adding the Jet A Fuel Tank and associated equipment to its pollution liability policy as the same may be possible.

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 License, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by Licensor, which approval shall not be withheld unreasonably. The policies of insurance required shall be for the mutual benefit of Licensee and the Licensor with the Licensor named as additional insured. Licensee is responsible for providing contents coverage for its personal property. Upon the execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article) Licensee shall provide a copy of the original of each policy required to be furnished pursuant to this Article (or, with the consent of Licensor, which consent shall not be unreasonably withheld a certificate of the insurer reasonably satisfactory to Licensor 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 Licensor of such payment, shall be delivered by Licensee to Licensor.

7.3. All policies of insurance shall provide for loss thereunder to be adjusted and payable to Licensor or Licensee in accordance with the terms of this License.

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 Licensee, or any employee, officer or agent of Licensee, 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 Licensor and to any Mortgagee, (iii) provide that the insurer shall have no right of subrogation against Licensor, and (iv) a provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the Licensor.

The insurance requirements herein are minimum requirements for this License and in no way

limit the indemnity covenants contained in this License agreement. On the insurance policies that Licensor is named as an additional insured, Licensor shall be an additional insured to the full limits of the liability coverage purchased by Licensee even if those limits of liability are in excess of those required by the terms of this License.

END OF ARTICLE 7

ARTICLE 8.

LICENSOR'S RIGHT TO PERFORM LICENSEE'S COVENANTS

8.1. If Licensee shall at any time fail to pay when due any Imposition or other charge or to pay for or maintain any of the insurance policies required under Article 7, or to make any other payment or perform any other act on Licensee's part required by this License, then Licensor, after ten (10) days written notice to Licensee (or, in case of any emergency, without notice, or with such notice as may be reasonable under the circumstances) and without waiving or releasing Licensee from any obligation of Licensee hereunder, may (but shall not be required to):

- (i) pay such Imposition or other charge, or
- (ii) pay for and maintain such insurance policies, or
- (iii) make such other payment or perform such other act on Licensee's part to be made or performed as provided in this License, and may enter upon the Licensed Premises for such purpose and take all such action as may be deemed or appropriate by Licensor to correct such failure of Licensee.

8.2. All sums so paid by Licensor and all costs and expenses incurred by Licensor in connection with the performance of any such act (together with interest thereon at the rate specified in Section 26.1 from the respective date(s) of Licensor's making of each such payment or incurring of each cost or expenses) shall constitute additional rent payable by Licensee under this License and shall be paid by Licensee to Licensor on demand.

END OF ARTICLE 8

ARTICLE 9.

USE OF LICENSED PREMISES

9.1. The sole purposes for which Licensee may use the Licensed Premises are for operating, maintaining the Jet A Fuel Tank and associated equipment and dispensing fuel therefrom into aircraft owned and operated by the Licensee, and for no other uses without Licensor's prior written consent.

9.2. Licensee recognizes that the uses authorized in Section 9.1 are not granted on an exclusive basis and that Licensor may enter into Licenses or other agreements with other tenants or users at areas of the Airport other than the Licensed Premises for similar, identical, or competing uses. No provision of this License shall be construed as granting or authorizing the granting of an exclusive right which is forbidden by 49 USC §40103(e), as the same may be amended from time to time.

9.3. Licensee agrees that it will keep the Premises in a neat, clean and orderly condition and shall be responsible for trash removal in accordance with such rules and regulations as may be promulgated from time to time, provided that Licensee shall not be bound by any such rules and regulations until such time as it receives a copy thereof. Licensee agrees to cause trash receptacles to be emptied and trash removed at Licensee's sole cost and expense.

9.4. Licensee warrants that prior to engaging in any permitted use, it will hold all certificates, permits, licenses or other entitlements required by federal, state or local laws in order to allow Licensee to conduct the permitted uses hereunder, and that the same are and will be kept current, valid and complete. Licensee further warrants that it shall at all times abide by and conform with all terms of the same and that it shall give immediate notice to Licensor of any additions, renewals, amendments, suspensions or revocations. In the use and occupation of the Licensed Premises and the conduct of such business thereon, Licensee, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions and boards, any national, state or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing.

9.5. Licensee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to Licensor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in this Article. If compliance with any such law, ordinance, order, rule, regulation or requirement may be delayed on the basis of an order from a court of competent jurisdiction pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability of any kind against the Licensed Premises or Licensee's interest therein and without subjecting Licensor to any liability, civil or criminal, for failure so to comply therewith, Licensee may delay compliance therewith consistent with such court order. Even if such lien, charge or civil liability would be incurred by reason of any such delay, Licensee may, with the prior written consent of Licensor, contest as aforesaid and delay as aforesaid, provided that such contest or delay does not subject Licensor to criminal liability, damages or expense and provided that Licensee: (i) furnishes to Licensor security, reasonably satisfactory to Licensor, against any loss or injury by reason of such contest or delay; and (ii) prosecutes the contest with due diligence.

Licensor shall not be required to join in any proceedings referred to in this Section unless the provisions of any applicable laws, rules or regulations at the time in effect shall require that such proceedings be brought by and/or in the name of Licensor and Licensor determines that such action is in its best interests, in which event Licensor shall join in the proceedings, or permit the same to be brought in its name, if Licensee shall pay all expenses in connection therewith.

9.6. [Reserved]

9.7. Responsibility for compliance with all federal, state and local laws as required by this Article rests exclusively with the Licensee. The Licensor assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority.

9.8. Licensee's use of the Licensed Premises shall be orderly and efficient and shall not cause any disruptions to other airport activities. Licensee shall not cause or maintain any nuisance on the Licensed Premises. Licensee shall conduct all of its activities hereunder in an environmentally responsible manner.

9.9. Licensee shall have the right to obtain supplies or services from suppliers, vendors or contractors of its own choice at the Licensed Premises, provided that Licensor reserves the right to prohibit persons from engaging in "aeronautical activities" (as defined in Advisory Circular AC 150/5190-2A of the Federal Aviation Administration) or the provision of ground transportation services at the Airport except in accordance with concession contracts or operating agreements entered into between Licensor and said persons.

9.10. [Reserved]

9.11. Licensee acknowledges that Licensor is subject to certain restrictions on the use of the Airport Property in accordance with the provisions of the Quitclaim Deed. Notwithstanding any other provision of this License, the Licensee shall also comply with and be subject to all other restrictions and conditions of the Quitclaim Deed to the extent applicable to the Licensed Premises.

END OF ARTICLE 9

ARTICLE 10.

LIENS

10.1. During the term of this License, Licensee shall not permit to remain, and shall promptly discharge, at its cost and expense, all liens, encumbrances and charges upon the Licensed Premises or any part thereof; provided, that the existence of any mechanics', laborers', materialmen's, suppliers' or vendors' liens or rights thereto shall not constitute a violation of this Article if payment is not yet due under the applicable contract. Licensee shall, however, have the right to contest with due diligence the validity or amount of any lien or claimed lien, if Licensee shall give to Licensor such security as Licensor may reasonably require to insure payment thereof and prevent any sale, foreclosure or forfeiture of Licensee's interest in the Licensed Premises or any portion thereof by reason of such nonpayment. On final determination of the lien or claim for lien, Licensee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien reLicensed or judgment satisfied at Licensee's own expense, and if Licensee shall fail to do so, Licensor may at its option pay any such final judgment and clear the Licensed Premises therefrom. If Licensee shall fail to contest with due diligence the validity or amount of any such lien or claimed lien, or to give Licensor security as hereinabove provided, Licensor may, but shall not be required to, contest the validity or amount of any such lien or claimed lien or settle or compromise the same

without inquiring into the validity of the claim or the reasonableness of the amount thereof.

10.2. Should any lien be filed against the Licensed Premises or should any action of any character affecting the title thereto be commenced, Licensee shall give to Licensor written notice thereof as soon as notice of such lien or action comes to the knowledge of Licensee.

END OF ARTICLE 10

ARTICLE 11.

REPAIRS AND MAINTENANCE

11.1. Licensee's Responsibilities. Licensee covenants and agrees, throughout the term of this License, without cost to Licensor, to take good care of the Licensed Premises and related improvements, designated for Licensee's use, and to keep the same in good order and condition. All such repairs made by Licensee shall be at least equal in quality and class to the original work and shall comply with the provisions of Article 15 of this License. Licensee shall keep and maintain all portions of the Licensed Premises in a clean and orderly condition, free of accumulation of dirt and rubbish. When used in this Article, the terms "repairs" shall include replacements or renewals when necessary.

END OF ARTICLE 11

ARTICLE 12.

RIGHT OF LICENSOR TO INSPECT AND REPAIR

12.1. Licensee will permit Licensor and its authorized agents and representatives to enter the Licensed Premises at all reasonable times and upon reasonable notice for the purpose of: (i) inspecting the same; and (ii) making any necessary repairs and performing any other work that may be necessary by reason of Licensee's failure to comply with the terms of this License within ten (10) days after written notice from Licensor, unless an emergency situation (as determined in Licensor's sole discretion) requires earlier action by Licensor. Nothing herein shall imply any duty upon the part of Licensor to do any such work and performance thereof by Licensor shall not constitute a waiver of Licensee's default in failing to perform the same. Licensor may during the progress of such work keep and store in or on the Licensed Premises all necessary materials, tools, supplies and equipment. Licensor shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Licensee by reason of making such repairs or the performance of any such work, on or account of bringing materials, tools, supplies or equipment into or through the Licensed Premises during the course thereof and the obligations of Licensee under this License shall not be affected thereby. Nothing herein shall limit the provisions of Article 8.

12.2. Licensee acknowledges that from time to time Licensor may undertake construction, repair or other activities related to the operation, maintenance and repair of the Airport which will require temporary accommodation by Licensee. Licensee agrees to accommodate Licensor in such matters, even though Licensee's own activities may be inconvenienced or partially impaired, and Licensee agrees that no liability shall attach to Licensor, its members, employees or agents by reason of such inconvenience or impairment, unless such activities of Licensor hereunder are performed in a negligent manner.

12.3. Licensee shall allow any agency of the United States Government (e.g., the FAA) or the State of New Hampshire, its officers, agents, employees and contractors to enter upon the Licensed Premises for any purposes not inconsistent with Licensee's quiet use and enjoyment, including but not limited to the purpose of inspection. Notwithstanding the preceding sentence, in the event the United States Government and/or the State of New Hampshire determines that immediate entry is required for safety, environmental, operations or security purposes it may effect such entry without prior notice. The Licensee shall have no claim against Licensor or against the United States and the State of New Hampshire or any officer, agent, employee or contractor thereof on account of any such entries.

END OF ARTICLE 12

ARTICLE 13.

GENERAL INDEMNIFICATION BY LICENSEE

13.1. In addition to any other obligation of Licensee under this License to indemnify, defend and hold harmless Licensor, Licensee agrees to indemnify, defend and hold harmless Licensor 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 License:

- (1) from any condition of the Premises, including any structure or improvement thereon;
- (2) from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License, or from any act or omission of Licensee, or any of its agents, contractors, servants, employees, Licensees, 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 License, on or about the Licensed Premises (including ramp and parking areas), or upon the land, streets, curbs or parking areas adjacent thereto.

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

13.2. The term "Person" as used in this License 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

ARTICLE 14.

UTILITIES

14.1. Licensor shall be responsible for arranging for electrical service associated with the operation of the fuel farm at Skyhaven Airport.

END OF ARTICLE 14

ARTICLE 15.

ALTERATIONS

15.1. Licensee shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Article as "Alterations") in, to or upon the Licensed Premises without Licensor's written consent. Unless Licensee is subject to an earlier notice requirement under applicable land use controls or other applicable requirements with respect to the information required under this section, any request for Licensor's consent shall be made upon sixty (60) days written notice and shall be accompanied by preliminary engineering or architectural plans or, if consented to by Licensor, working drawings. If Licensor grants its consent all such work shall be done at Licensee'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 regulations promulgated by Licensor and with the provisions of Article 25 of this License as the same may be applicable. This obligation shall include compliance with all applicable requirements of the FAA, including obligations imposed upon Licensor in respect to construction and construction related work.

(2) All Alterations shall be of such a character as not to materially reduce the value and usefulness of any of the buildings or other improvements below their value and usefulness

immediately before such Alteration. All work performed hereunder shall be performed in a good and workmanlike manner, shall conform to drawings and specifications approved by Licensor and shall not be disruptive of the overall operation the Airport. All contractors engaged by Licensee 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, Licensee or any contractor, subcontractor or Licensee of Licensee shall maintain or cause to be maintained the following insurance:

(i) The comprehensive general liability and automobile liability insurance provided for in Section 7.1.B. (2) and (4) of the draft Ground Lease (Exhibit B and attached hereto) shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of Licensor and Licensee as named insured in connection with any Alteration permitted pursuant to this Article 15;

(ii) 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 Licensor, Licensee or the Licensed Premises, with statutory limits as then required under the laws of the State of New Hampshire.

The provisions of all applicable Sections of Article 7 of the draft Ground Lease shall apply to all insurance provided for in this Section.

(4) Licensee shall provide Licensor with MYLAR as-built drawings when any Alteration authorized hereunder is completed.

END OF ARTICLE 15

ARTICLE 16.

DESTRUCTION AND RESTORATION

16.1. In the event any portion of the Licensed Premises, including any building(s) or other improvements or facilities located on the Licensed Premises, (but excluding movable trade fixtures, furniture and equipment), shall be damaged by fire or other casualty to the extent of fifty percent (50%) or less, as determined solely and reasonably by the Licensor, such damage shall be repaired by Licensee as promptly as possible and at Licensee's expense so as to restore the same as nearly as possible to the condition prior to such damage. In discharging this obligation Licensee may utilize available insurance in accordance with the provisions of Section 16.4 and Section 16.5 and shall perform such work in accordance with Section 16.6.

16.2. In the event of damage to or destruction of any portion or component of the Licensed

Premises, including any building(s) or other improvements or facilities on the Licensed Premises (but excluding movable trade fixtures, furniture and equipment) by fire or other casualty, to an extent greater than fifty percent (50%), as determined solely and reasonably by the Licensor, the Licensee shall have the election either to terminate this License in accordance with Section 16.3 as it relates to the damaged portions or to repair and restore the damaged portions in accordance with Sections 16.4 and 16.5.

16.3. In the event the Licensee elects to terminate this License as allowed in Section 16.2, it shall provide written notice of such termination to Licensor within thirty (30) days following the occurrence of such damage or destruction, which termination shall be effective on the third day following the date of receipt of such notice. In such event, the proceeds received from any applicable policy of insurance shall be applied first to removing any debris and restoring the site to a condition satisfactory to the Licensor, and second to any sums owed by Licensee to the Licensor. Any balance remaining from any insurance proceeds shall then be apportioned between the Licensor and Licensee as follows:

First, to Licensor an amount equal to the unamortized balance of improvements made at Licensor's expense calculated on a straight line basis over the useful life of said improvement.

Second, to Licensee an amount equal to the unamortized balance of improvements made at Licensee's expense calculated on a straight line basis over the useful life of said improvement.

Third, to Licensor any remaining balance.

16.4. In the event the Licensee shall elect to repair and restore the damaged premises in accordance with 16.2, it shall provide written notice of such election to Licensor within thirty (30) days following the occurrence of such damage or destruction. In the event Licensee elects to repair the damage or destruction or fails to exercise its option to terminate herein, Licensee shall promptly repair and restore the damaged property to its condition immediately prior to the occurrence of the fire or other cause. All insurance proceeds shall be endorsed by Licensee and held by the Licensor and shall be paid out from time to time as the **repair/restoration** work progresses as follows:

(a) Licensee shall give a written request for payment to the Licensor which shall be accompanied by a verified statement from Licensee setting forth that the sum then requested either has been paid by the Licensee or is justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons who have rendered services or furnished materials for certain work. Such statement shall give a description of such services and materials, shall list the several amounts so paid or due to each of such persons, shall state the fair value of such work at the date of the requisition, and shall state that no part of such expenditures has been or is being made the basis for any other request for payment. Such statement shall state also that except for the amounts listed therein, there is no **outstanding** indebtedness known to Licensee after due inquiry, which is then due for labor, wages, materials, supplies, or services in connection with such work which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's, materialman's, or similar lien upon

such work or upon the Licensed Premises.

(b) Within twenty-one (21) days after the receipt of such statement from Licensee, the Licensor shall out of the fund held by the Licensor pay to the person(s) named in such statement the respective amounts stated in such statement to be due to them, or shall pay to the Licensee the amount stated in such certificate to have been paid by the Licensee; provided, however, that such payments shall not exceed in amount the fair value of the relevant work as stated in such certificate. If the total insurance proceeds exceed the amount required to pay the cost of all construction when completed, the Licensor shall be entitled to retain such excess.

16.5. All insurance money paid on account of any damage or destruction (less the actual cost, fees and expenses, if any, incurred by Licensor in connection with the adjustment of the loss, which costs, fees and expenses shall be paid to Licensor) shall be applied, to the payment of the cost of the aforesaid restoration, repairs, replacement, rebuilding or alterations, including the cost of demolition and temporary repairs and for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the "restoration"). Such insurance money shall be endorsed by Licensor, Licensee, and, if applicable, any Licensehold Mortgagee, and held and applied in accordance with the terms of this Article.

Notwithstanding any other provisions of this License, any insurance proceeds received by the Licensor shall not be required to be paid out if at the time of the request for payment from Licensee, Licensee is in default in the performance of any term of this License as to which notice of default has been given and which has not been remedied within the time specified for remedying the same.

16.6. All repair/restoration work under this Article shall comply with the provisions of Article 15 of this License applicable to construction work.

16.7. Except as otherwise expressly provided in this Article, no destruction of, or damage to the Licensed Premises or any part thereof by fire or any other cause shall permit Licensee to surrender this License or shall relieve Licensee from its obligations to pay the full ground rent, and additional rent payable under this License or from any of its other obligations under this License, and Licensee waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this License or the Licensed Premises or any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage other than as allowed under this Article.

16.8. [Omitted]

END OF ARTICLE 16

ARTICLE 16(A)

EMINENT DOMAIN

16A.1. In the event that there is a taking by eminent domain of the whole of the Licensed Premises, this License shall terminate and the entire damages attributable to the land area shall accrue to Licensor, and that portion of the damages attributable to the capital improvements or buildings shall be divided between Licensor and Licensee in the same priority and on the same basis as the allocation of damages under Section 16.3 relating to Licensehold improvements. Any remaining balance from damages shall be payable to Licensor.

16A.2. In the event that there is a taking by eminent domain of a portion of the Licensed Premises, then this License shall terminate as to the portion taken and the amount of the damages attributable to the area taken shall be apportioned between Licensor and Licensee in the same manner as set forth in Section 16A.1. In the event that the taking shall not be of the entire Licensed Premises, but the part of the Licensed Premises remaining shall not be reasonably sufficient and suitable for Licensee's use and occupancy for the purposes permitted hereunder, then Licensee may terminate this License forthwith. If Licensee so determines and terminates this License, the damages attributable for improvements made by Licensee at its expense shall be divided between Licensor and Licensee as follows: Licensee will receive that amount equal to the unamortized balance of any such improvements made by Licensee at its sole expense calculated over their useful life on a straight line basis, and Licensor will receive any balance.

In the event of such partial taking and an election by Licensee not to terminate this License as herein provided, the total amount of damages shall accrue to Licensor, and the rental paid by Licensee shall be reduced in the proportion which the area of the portion taken bears to the area demised under the provisions hereof.

16A.3. Notwithstanding any other provision of this License, in the event of a temporary taking (i.e., 3 months or less) this License shall not terminate but shall resume at the expiration of the period within which the taking authority exercises dominion of the area subject to the temporary taking, provided, however, that in such event Licensee shall be under no obligation to pay rent and shall be allowed to share in any damages to the extent that the award reflects the fair rental value of the property taken and such value exceeds the established rental, including all applicable charges, required to be paid by Licensee to Licensor under this License.

END OF ARTICLE 16(A)

ARTICLE 17.

DEFAULT BY LICENSOR

17.1. The occurrence of the following events shall constitute a default and breach of this License by Licensor:

The failure by Licensor to observe or perform any covenant required to be observed or performed by it where such failure continues for thirty (30) working days after written notice thereof by Licensee to Licensor, provided that if the default is such that the same cannot reasonably be cured within such 30-day period, Licensor shall not be deemed to be in default if it shall have commenced the cure and thereafter diligently prosecutes the same to completion.

17.2. In the event of any such default by Licensor, Licensee may elect among any of the following remedies:

1. termination of this License;
2. a rental abatement based on the degree of uninhabitability (as determined by agreement of the Parties) of the Licensed Premises caused by Licensor's default but only for the period that such default remains in effect;
3. subject to available legal and factual defenses,
 - a decree or order of a court of competent jurisdiction compelling specific performance by Licensor of its obligations under the License;
 - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by Licensor of any of its obligations under the License;
4. to the extent allowed by law, the right to undertake to cure Licensor's default, in which event Licensor shall pay Licensee the reasonable costs incurred in such undertaking, provided that such cost does not exceed the value of the rental payments to Licensor due under this License for any one year period. Notwithstanding any other provision of this License, this right to undertake to cure Licensor's default shall not extend beyond the Licensed Premises and shall not be exercised in any way that causes disruption or interference with the overall operation of the Airport.

END OF ARTICLE 17

ARTICLE 18.

DEFAULT BY LICENSEE

18.1. The occurrence of any of the following events shall constitute a default and breach of this License by Licensee:

A. The failure by Licensee to pay when due the rent or additional rent or to make any other payment required to be made by Licensee to Licensor hereunder where such failure continues for seven (7) working days after written notice thereof by Licensor to Licensee.

B. The abandonment or vacation of the Licensed Premises by Licensee while in breach or default of any provision of this License or that lasts for 14 days or more.

C. The failure by Licensee to observe and perform any other provision of this License (including without limitation compliance with federal, state and local laws and regulations) to be observed or performed by Licensee, where such failure continues for thirty (30) working days after written notice thereof by Licensor to Licensee; provided that if the nature of such default is such that the same cannot reasonably be cured within such thirty-day period, Licensee shall not be deemed to be in default if Licensee shall within such period commence such cure and thereafter diligently prosecutes the same to completion.

D. The making by Licensee of any general assignment for the benefit of creditors; the filing by or against a Licensee of a petition to have Licensee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy where possession is not restored to Licensee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Licensee's assets located at the Licensed Premises or of Licensee's interest in this License, where such seizure is not discharged within thirty (30) days.

E. The failure of Licensee to base its aircraft at Skyhaven Airport.

18.2. In the event of any Default by Licensee, Licensor shall have the option to terminate this License and all rights of Licensee hereunder by giving written notice of such intention to terminate in the manner specified herein, or Licensor may elect among any one or more of the following remedies without limiting any other remedies available to Licensor:

- (1) subject to available legal and factual defenses,
 - a decree or order of a court of competent jurisdiction compelling specific performance by Licensee of its obligations under the License;
 - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by Licensee of any of its obligations under the License; and
- (2) to the extent allowed by law, the right to undertake to cure Licensee's default, in which event Licensee shall pay Licensor the reasonable costs incurred in such undertaking, provided that such cost does not exceed the value of the rental payments to Licensor due under this License for the year in which such default occurs. Except for emergency conditions, Licensor shall provide Licensee with two (2) business days prior written notice of its intent to exercise the right to undertake to cure Licensee's default. In the event Licensee commences to cure such default within this two (2) day period and diligently prosecutes the same to completion, Licensor shall refrain from exercising the right to undertake its own cure of Licensee's default.

In the event that Licensor shall elect to so terminate this License, then Licensor may recover from Licensee:

(i) any unpaid rent up to the effective date of termination; plus

(ii) any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom including the discounted value of the rental payments to Licensor under the full term of this License not otherwise offset by rentals realized from a subsequent License with a third party provided by Licensee and reasonably acceptable to Licensor; plus

(iii) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable New Hampshire law.

18.3. In the event of any such default by Licensee, Licensor shall also have the right, with or without terminating this License, to reenter the Licensed Premises and remove all persons and property from the Licensed Premises to the extent allowed under New Hampshire law. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Licensee. Under no circumstances shall Licensor be held liable in damages or otherwise by reason of any such reentry or eviction or by reason of the exercise by Licensor of any other remedy provided in this Article. All property of Licensee which is stored by Licensor may be redeemed by Licensee within thirty (30) days after Licensor takes possession upon payment to Licensor in full of all obligations then due from Licensee to Licensor and of all costs incurred by Licensor in providing such storage. If Licensee fails to redeem such property within this thirty (30) day period, Licensor may sell the property in any reasonable manner, and shall apply the proceeds of such sale actually collected first against the costs of storage and sale and then against any other obligation due from Licensee.

18.4. In the event of the vacation or abandonment of the Licensed Premises by Licensee for seven (7) days or in the event that Licensor shall elect to reenter as provided in Section 18.3 or shall take possession of the Licensed Premises pursuant to any provision of New Hampshire law or pursuant to any notice provided by law, then if Licensor does not elect to terminate this License as provided in Section 18.2, Licensor may from time to time, without terminating this License, either recover all rental as it becomes due or relet the Licensed Premises or any part thereof for such terms and conditions as Licensor in its sole discretion may deem advisable, including the right to make alterations and repairs to the Licensed Premises. In the event that Licensor shall elect to relet, then rentals received by Licensor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Licensee to Licensor; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Licensed Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Licensor and applied in payment of future rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of rent be less than that required to be paid during that month by Licensee under this License, then Licensee shall pay such deficiency to Licensor immediately upon demand by Licensor. Such deficiency shall be calculated and paid monthly. Licensee shall also pay to Licensor, as soon as ascertained, any costs and expenses incurred by Licensor in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

18.5. The various rights and remedies reserved to Licensor, including those not specifically described under this License, shall be cumulative, and, except as otherwise provided by New Hampshire statutory law in force and effect at the time of the execution of this License, Licensor may pursue any or all of such rights and remedies, whether at the same time or otherwise.

18.6. No delay or omission of Licensor to exercise any right or remedy shall be **construed** as a waiver of any such right or remedy or of any default by Licensee.

18.7. Notwithstanding any other provision of this License in the event the breach by Licensee in the reasonable opinion of Licensor affects or is likely to affect the efficient operation of the Airport or give rise to public safety concerns, in addition to any other remedy it may have under this License, Licensor shall also be entitled (but shall not be obligated) to take whatever actions is deemed necessary by Licensor to abate or cure such situation and Licensee shall reimburse Licensor for all costs incurred by Licensor in taking such action.

END OF ARTICLE 18

ARTICLE 19.

DELEGATION - ASSIGNMENT - MORTGAGES

19.1. Delegation. Licensee shall not have the right to delegate any of its responsibilities or obligations under this License.

19.2. Assignment. Licensee may, without the approval of Licensor, assign its rights under this License to a related corporation or entity as long as Licensee retains at least fifty-one percent (51%) controlling interest in such related corporation. All other assignments shall be subject to approval of Licensor, which approval shall not be withheld unreasonably.

19.3. [Reserved].

19.4. Continuing Liability of Licensee. No assignment or transfer, whether Licensor's consent is required or otherwise given hereunder, shall release Licensee's obligations or alter the primary liability of Licensee to pay the rent and to perform all other obligations to be performed by Licensee hereunder. The acceptance of rent by Licensor from any other person shall not be deemed to be a waiver by Licensor of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment. If any assignee of Licensee or any successor of Licensee defaults in the performance of any of the terms hereof, Licensor may proceed directly against Licensee without the necessity of exhausting remedies against such assignee or successor. If Licensee assigns this License or requests the consent of Licensor to any assignment or if Licensee requests the consent of Licensor for any act that Licensee proposes to do, then Licensee shall pay Licensor's reasonable processing fee and reimburse Licensor for all reasonable attorneys' fees incurred in connection therewith. Any assignment of the Licensed Premises that is not in compliance with the provisions of this Article 19 shall be void and shall, at the option of Licensor,

terminate this License.

19.5. Bankruptcy. If a petition is filed by or against Licensee for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Licensee (including for purposes of this Section Licensee's successor in bankruptcy, whether a trustee or Licensee as debtor-in-possession) assumes and proposes to assign, or proposes to assume and assign, this License pursuant to the provisions of the Bankruptcy Code to any person or entity who has made a bona fide offer to accept an assignment of this License, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the License, shall be given to Licensor by Licensee no later than twenty (20) days after Licensee has made or received such offer, but in no event later than thirty (30) days prior to the date on which Licensee applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Any person or entity to which this License is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of the Licensee's obligations arising under this License on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Licensor an instrument confirming such assumption. No provision of this License shall be deemed a waiver of Licensor's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this License, to require a timely performance of Licensee's obligations under this License, or to regain possession of the Premises if this License has neither been assumed nor rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this License to the contrary, all amounts payable by Licensee to or on behalf of Licensor under this License, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

19.6. Mortgages. Licensee shall not have the right to engage in any financing or other transaction creating any mortgage upon the Licensed Premises.

END OF ARTICLE 19

ARTICLE 20.

[RESERVED]

END OF ARTICLE 20

ARTICLE 21.

[RESERVED]

END OF ARTICLE 21

ARTICLE 22.

INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this License, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

END OF ARTICLE 22

ARTICLE 23.

NOTICES

Whenever Licensor or Licensee shall desire to give or serve upon the other any notice, demand, request or other communication with respect to this License or with respect to the Licensed Premises each such notice, demand, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the party or parties to whom such notice, demand, request or other communication is directed or by mailing the same, in duplicate, to such party or parties by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Licensor: Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Attention: Executive Director

If to Licensee: Sumner Properties, LLC
433 Rt. 108
Somersworth, NH 03878
Attention: Michael S. Davis

or at such other address or addresses as Licensor or Licensee may from time to time designate by notice given by certified mail.

Every notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the second business day following the date of such mailing.

END OF ARTICLE 23

ARTICLE 24.

QUIET ENJOYMENT

Licensor covenants and agrees that Licensee, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this License on its part to be observed and kept, shall quietly have and enjoy the Licensed Premises during the term of this License without hindrance or molestation by anyone claiming by or through Licensor, subject, however, to the exceptions, reservations and conditions of this License including, but not limited to the provisions of Article 25, Environmental Protection.

END OF ARTICLE 24

ARTICLE 25.

ENVIRONMENTAL PROTECTION

25.1. Licensee and any assignee of Licensee shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to Licensee's or assignee's activities at the Licensed Premises, including but not limited to, the applicable environmental laws and regulations identified in Exhibit "E", as amended from time to time.

25.2. Licensee and any assignee of Licensee shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this License or assignment, independent of any existing Airport permits.

25.3. Licensee shall indemnify, defend and hold harmless Licensor 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, reLicenses, storage, or disposal of any Hazardous Substances as defined in Section 25.5, or any other action or omission by the Licensee, or any subLicensee or assignee of the Licensee, giving rise to Licensor, civil or criminal, or responsibility under federal, state or local environmental laws.

This indemnification of Licensor by Licensee includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by Licensor 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, reLicenses, storage or disposal of Hazardous Substances arising or resulting from any act or omission of the Licensee or any subLicensee or assignee of the Licensee at the Licensed Premises after the Occupancy Date. "Occupancy Date" as used herein shall mean the earlier of the first day of Licensee's occupancy or use of the Licensed Premises or the date of execution of this License. "Occupancy" or "Use" shall mean any activity or presence including preparation and construction in or upon the Licensed Premises or any portion thereof.

The provisions of this Section shall survive the expiration or termination of the License, and the Licensee's obligations hereunder shall apply whenever the Licensor incurs costs or liabilities for the Licensee's, its subLicensees or licensees actions of the types described in this Article 25.

25.4. [Reserved]

25.5. As used in this License, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," under New Hampshire RSA ch.147-A, (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B, (iii) oil, gasoline or other petroleum product, (iv) asbestos, (v) listed under or defined as hazardous substance pursuant to Parts Env-Wm 110, 211-216, 351-353, 400-100 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317, (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601) and (ix) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

As used in this License, the terms "reLicense" 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.

25.6. Licensor's rights under this License specifically include the right for Licensor to inspect the Licensed Premises and any buildings or other facilities thereon for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Licensor is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

25.7. Any permit required under Hazardous Substance Laws for the management of Hazardous

Substances stored or generated by Licensee or any subLicensee or assignee of Licensee shall be obtained by Licensee or its subLicensees or assignee and shall be limited to generation and transportation. Any violation of this requirement shall be deemed a material breach of this License. Licensee shall provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it needs for management of its hazardous waste.

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

25.15. Licensee, and any assignee of Licensee, must maintain and make available to Licensor, EPA and NHDES all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The Licensor reserves the right to inspect the Licensed Premises and Licensee's, its assignee's records for compliance with Federal, State, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as the discharge or release of hazardous substances. Violations may be reported by Licensor and the Air Force to appropriate regulatory agencies, as required by applicable law. The Licensee, its assignees shall be liable for the payment of any fines and penalties or costs which may accrue to the Government or Licensor as a result of the actions of Licensee its assignees, respectively.

25.16. Licensee 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 Licensee covenants and agrees that in its use of the Premises, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Licensee, its successors and assigns, further covenants and agrees that any development of any portion of the Premises containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, the State of New Hampshire Fill and Dredge in Wetlands Act as amended, and the Pease Development Authority Wetlands Management Plan (adopted June 25, 1998) as amended. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

Licensee, and its assignees agree to comply with the provisions of any Wetlands

Management Plan in effect at Skyhaven Airport, if applicable. Licensee and its assignees will minimize the destruction, loss or degradation of wetlands on the Licensed Premises. Licensee, and its assignees will obtain prior written approval from Licensor before conducting any new construction in wetland areas, if applicable.

END OF ARTICLE 25

ARTICLE 26.

MISCELLANEOUS

26.1. All rent and all other sums which may from time to time become due and payable by Licensee to Licensor under any of the provisions of this License shall be made payable to the "Pease Development Authority" and forwarded by the Licensee direct to Licensor's Executive Director at the address specified in Article 23. All such rent and other sums if not paid on the due date shall bear interest from and after the due date thereof at the higher of the then current rate applied to legal judgments by the courts of the State of New Hampshire or the rate of eighteen percent (18%) per annum; provided, however, that such interest shall in no event exceed the maximum rate permitted by law.

26.2. In all cases the language in all parts of this License shall be construed simply, according to its fair meaning and not strictly for or against Licensor or Licensee.

26.3. The word titles underlying the Article designations contained herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this instrument.

26.4. In any action or proceeding which either Party may take to enforce such Party's rights hereunder, whether prior to or after breach or termination, or to which such Party may be made a party because of any matters arising or growing out of this License, and due to the act or default of the other, the Party whose act or default caused the other Party, without fault to become involved in such litigation, or who shall be defeated in such litigation, agrees to pay all costs incurred by the winning or other party therein, including reasonable attorneys' fees.

26.5. If Licensee should remain in possession of the Licensed Premises after the expiration of the term of this License and without executing a new License, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this License insofar as the same are applicable to a month to month tenancy.

26.6. The individual executing this License on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of said entity, and that this License is binding upon said entity in accordance with its terms. A Certificate of Corporate Good Standing issued by the New Hampshire Secretary of State will be attached to this License as Exhibit F, if applicable.

26.7. This License covers in full each and every agreement of every kind or nature whatsoever between the Parties hereto concerning the Licensed Premises and all preliminary negotiations and agreements of every kind or nature whatsoever with respect to the Licensed Premises; and no other person, firm or corporation has at any time had any authority from Licensor to make any representations or promises on behalf of Licensor, and Licensee expressly agrees that if any such representations or promises have been made by Licensor or others, Licensee hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law, or custom to the contrary notwithstanding. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. Licensee acknowledges that it has read this Section and understands it to be a waiver of any right to rely on any representations or agreements not expressly set forth in this License.

26.8. Subject to the provisions hereof, this License shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and wherever a reference in this License is made to either of the Parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such party, as if in every case so expressed.

26.9. Nothing contained in this License shall be deemed or construed by the Parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, and neither the method of computation of rent nor any other provision contained in this License nor any acts of the Parties hereto shall be deemed to create any relationship between Licensor and Licensee other than the relationship of landlord and tenant.

26.10. Licensee hereby acknowledges that late payment by Licensee to Licensor of rent and other sums due under this License will cause Licensor to incur additional costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such additional costs include, without limitation, processing and accounting charges, and late charges which may be imposed upon Licensor by the terms of the mortgage or deed of trust covering the Premises. Therefore, if any installment of rent or any other sum due from Licensee shall not be received on the date that such amount shall be due, Licensee agrees to pay, and shall pay, to Licensor a late charge equal to ten percent (10%) of the overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Licensor will incur by reason of late payment by Licensee. Acceptance of such late charge by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount or prevent Licensor from exercising any or all of the other rights and remedies granted under this License.

26.11. Each party hereto warrants to the other that it has no dealings with any real estate broker or agent in connection with the negotiation of this License.

26.12. This License shall be construed and enforced in accordance with the laws of the State of New Hampshire.

26.13. Any actions or proceedings with respect to any matters arising under or growing out of this License shall be instituted and prosecuted only in courts located in the State of New Hampshire. **Notwithstanding** any other provision of this License, no provision of this License shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this License shall be deemed to constitute or effect a waiver of the sovereign immunity of Licensor as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of Licensor is reserved to Licensor to the fullest extent allowed under law, provided, however, that Licensor agrees to waive immunity for contractual claims under this License to the extent permitted by New Hampshire RSA Ch. 491:8, as the same may be amended.

26.14. This instrument may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26.15. Licensee shall faithfully observe and comply with such rules and regulations as Licensor may adopt for the operation of the Airport, which rules and regulations are reasonable and nondiscriminatory as well as all modifications thereof and additions thereto. Licensor shall not be responsible to Licensee for the violation or nonperformance by any other tenant of Licensor of any of such Rules and Regulations.

26.16. By acceptance of this License or any rights hereunder, Licensee agrees for itself, its successors and assigns to conform to such additional provisions required, from time to time, by the FAA ("FAA Requirements") or its successor with respect to the operation of the Airport, or any portion thereof. The current FAA Requirements are attached hereto as Exhibit "D" and incorporated herein by reference.

26.17. This License is subject and subordinate to any agreements heretofore or hereafter made between Licensor and the New Hampshire Department of Transportation, Bureau of Aeronautics the execution of which is required to enable, permit or complete the transfer of rights or property to Licensor for airport purposes or expenditure of federal grant funds for airport improvement, maintenance or development. Licensee shall abide by requirements of any agreement between Licensor and the State or Federal Government as the same may be applicable to the Licensed Premises or Licensee's activities at the Airport and shall consent to amendments and modifications of this License if required by such agreements or as a condition of Licensor's entry into such agreements.

26.18. Licensor, in its sole discretion, shall determine and may from time to time change the routes of surface ingress and egress connecting the Licensed Premises. Licensor also reserves the right to further develop the Airport, or such portion of the Airport as is owned or controlled by Licensor, as it sees fit, regardless of the desires or views of Licensee and without interference or hindrance.

26.19. The Licensee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, that this License is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on

account of race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein Licensed or in its employment practices conducted thereon, nor shall the Licensee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, Licensees, subLicensees, subtenants, or vendees in the Licensed Premises herein Licensed.

26.20. All obligations of Licensee to indemnify, defend and hold harmless Licensor and to make any monetary payment to Licensor, shall survive the termination or expiration of this License.

END OF ARTICLE 26


EXECUTION

IN WITNESS WHEREOF, Licensor and Licensee have executed this License effective as of the 20th day of November, 2015.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
"Licensor"

SUMNER PROPERTIES, LLC

By: 
Its: Owner
"Licensee"

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF Stratford

On this 21st day of December, 2015, before me, Becky L. Mourgenos, the undersigned officer in and for said County and State, personally appeared Michael Sumner Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be an authorized signatory for and member of Aeroworks, LLC, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Becky L. Mourgenos
Notary Public / Justice of the Peace in and for said County and State

Printed Name: Becky L. Mourgenos

My commission expires: _____

BECKY L. MOURGENOS
Notary Public - New Hampshire
My Commission Expires February 11, 2020

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF ROCKINGHAM

On this 23rd day of December, 2015, before me, Marie S. Aleksy, the undersigned officer in and for said County and State, personally appeared David R. Mullen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the Pease Development Authority and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Marie S. Aleksy
Notary Public/Justice of the Peace in and for said County and State

Printed Name: _____

My commission expires: _____

Marie S. Aleksy
Commissioner of Deeds
My Commission Expires February 2, 2016

EXHIBIT 1

QUITCLAIM DEED AND EXHIBITS

On file at the Strafford County Registry of Deeds @ Book 3752, Page 525

EXHIBIT "A"

PLANS DESIGNATING THE LICENSED PREMISES



Exhibit Depicting Skyhaven Airport Fuel Farm

DESIGNED BY: MRM DATE: 12/19/14 SCALE: NTS



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT "B"

ARTICLE 7 OF DRAFT GROUND LEASE - INSURANCE

ARTICLE 7.

INSURANCE

7.1.

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

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

(1) Property insurance coverage against loss or damage by fire and lightning and against loss or damage or other risks embraced by coverage of the type now known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism, and malicious mischief and earthquake) in an amount not less than 100% of the full replacement value of the buildings, building improvements, improvements to the land, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Section shall contain a "Replacement Cost Endorsement". Such full replacement cost shall be determined from time to time, upon the written request of Lessor, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by Lessee as permitted under the provisions hereof) by written agreement of Lessor and Lessee, or if they cannot agree within thirty (30) days of such request, by an insurance consultant, appraiser, architect or contractor who shall be mutually and reasonably acceptable to Lessor and Lessee. Any such determination by a third party shall be subject to approval by Lessor and Lessee, which approval shall not be unreasonably withheld. The insurance maintained in this Section shall be adjusted to one hundred percent (100%) of the new full replacement cost consistent with the approved determination.

(2) Comprehensive general liability insurance, including but not limited to general operation and airport liability insurance endorsed for hangar-keeping 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 the ramp area 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 five (5) million (\$5,000,000) dollars per occurrence with respect to damage to property and five (5) million (\$ 5,000,000) dollars, per occurrence with respect to bodily injury or death to any one or more persons and with no deductible or such deductible amount as may be approved by Lessor. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Lessee, or any other person or organization, or involving any owned, non-owned, Leased or hired automotive equipment (if such coverage is not provided by a separate policy under 7.B.(4)) in connection with Lessee's activities.

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

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

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by Lessor, which approval shall not be withheld unreasonably. The policies of insurance required in Sections 7.1.B. (2) and (4) shall be for the mutual benefit of Lessee and the Lessor with the Lessor named as additional insured. The policy required in Section 7.1B. (1) shall name Lessor as loss payee, if Lessee secures the coverage. Lessee is responsible for providing contents coverage for its personal property. 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) provide that the insurer shall have no right of subrogation against Lessor, and (iv) a provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the Lessor.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease agreement. On the insurance policies that Lessor is named as an additional insured, Lessor 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 the terms of this Lease.

7.5. If applicable, all policies of insurance required to be maintained by Lessee shall have attached thereto the Lender's Loss Payable Endorsement, or its equivalent, or a loss payable clause

acceptable to Lessor, for the benefit of any Mortgagee, but the right of any Mortgagee to the payment of insurance proceeds shall at all times be subject to the provisions of this Lease with respect to the application of the proceeds of such insurance.

7.6. 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 7.6 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.

7.7. 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.

7.8. [Omitted]

END OF ARTICLE 7

EXHIBIT "C"

[RESERVED]

EXHIBIT "D"

SUMMARY OF License PROVISIONS REQUIRED
BY THE FEDERAL AVIATION ADMINISTRATION

1. Licensee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that in the event facilities are constructed, maintained, or otherwise operated on the Licensed Premises, for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. (Ref Deed Paragraph VII.B.16)
2. Licensee, for himself, his personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. (Ref Deed Paragraphs VII.B.16 and VII.G)
3. That in the event of breach of any of the above nondiscrimination covenants, Licensor shall have the right to terminate the License, and to reenter and repossess said land and the facilities thereon, and hold the same as if said License, had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.
4. Licensee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance Licensor shall have the right to terminate this License, and the estate hereby created without liability therefore or at the election of the Licensor or the United States either or both of Licensor or the United States shall have the right to judicially enforce provisions.
6. Licensee agrees that it shall insert the above five provisions in any License agreement, by which said Licensee grants a right or privilege to any person, firm or corporation to render

accommodations and/or services to the public on the Licensed Premises.

7. Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national **origin**, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Licensee assures that it will require that its covered suborganizations provide assurance to the Licensor, that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. Licensor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Licensee and without interference or hindrance.
9. Licensor reserves the right, but shall not be obligated to the Licensee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Licensee in this regard.
10. This License shall be subordinate to the provisions and requirements of any existing or future agreement between the Licensor and the United States, relative to the development, operation or maintenance of the airport.
11. There is hereby reserved to Licensor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Licensed Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the airport.
12. Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) in the event future construction of building is planned for the Licensed Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on Licensed Premises.
13. Licensee, by accepting this License expressly agrees for itself, its successors and assigns that it shall not erect nor permit the erection or alteration of any structure or object nor permit the growth of any tree on the land Licensed hereunder above the mean sea level elevation of [] feet. In the event the aforesaid covenants are breached, Licensor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Licensee.
14. Licensee, by accepting this License, agrees for itself, its successors and assigns that it will not make use of the Licensed Premises in any manner which might interfere with the landing and taking off of aircraft from the airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Licensor reserves the right to enter upon the Licensed Premises, and cause the abatement of such interference at the expense of the Licensee.
15. It is understood and agreed that nothing herein contained shall be construed to grant or

authorize the granting of an exclusive right within the meaning of the Federal Aviation Act of 1958 (49 U.S.C. 40103(E)), by an person or persons to the exclusion of others in the same class.

16. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

17. This License is subject an subordinate to the FAA Grant Assurances as the same may be amended from time to time.

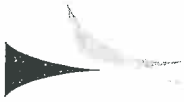
EXHIBIT "E"
LIST OF ENVIRONMENTAL LAWS AND REGULATIONS

- Air Quality:
- (a) Clean Air Act & Amendments, 42 U.S.C. 7401-7642
 - (b) 40 CFR Parts 50-52, 61, 62, 65-67, 81
 - (c) RSA ch. 125-C, Air Pollution Control, and rules adopted thereunder
 - (d) RSA ch. 125-H, Air Toxic Control Act, and rules adopted thereunder
- Hazardous Materials:
- (a) Hazardous Materials Transportation Act', 49 U.S.C. 1801-1813, and Department of Transportation Regulations thereunder
 - (b) Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001-11050
 - (c) 49 CFR Parts 100-179
 - (d) 40 CFR Part 302
 - (e) RSA ch. 277-A, Toxic Substances in the Workplace, and rules adopted thereunder
- Hazardous Waste:
- (a) Resource Conservation and Recovery Act (RCRA) of 1976 and RCRA Amendments of 1984, 42 U.S.C. 6901-6991i
 - (b) Comprehensive Environmental Response,, Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. 9601-9675
 - (c) 40 CFR Parts 260-271, 300, 302
 - (d) RSA ch. 147-A, Hazardous Waste Management and rules adopted thereunder
- Water Quality:
- (a) Federal Water Pollution Control Act (Clean Water Act) and Amendments, 33 U.S.C. 1251-1387
 - (b) Safe Drinking Water Act, as amended, 42 U.S.C. 300f-300j-26
 - (c) 40 CFR Title 100-143, 401 and 403
 - (d) RSA ch. 146-A, Oil Spillage in Public Waters, and rules adopted thereunder
 - (e) RSA ch. 485, New Hampshire Safe Drinking Water Act, and rules adopted thereunder
 - (f) RSA ch. 485-A, Pollution and Waste Disposal, and rules adopted thereunder

EXHIBIT F

CERTIFICATE OF FORMATION / GOOD STANDING/EXISTENCE

To be provided by Licensee, if applicable



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DRM*
RE: Contract Reports
DATE: December 31, 2019

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

1. Project Name: Dell
PDA Obligation: \$8,070.00
Board Authority: Director Peter Loughlin on December 31, 2019
Summary: Purchase of Computer Equipment from Dell

P.O. Number: PDA2019-06

PURCHASE ORDER

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

Customer Agreement Number: -8001863

P.O. Date: 12/31/2019

Payment Terms

*Net 30

Bill to:
 Pease Development Authority
 55 International Drive
 Portsmouth, NH 03801

Phone #: 603-433-6088 or 603-766-9290
 Fax #: 603-433-6317

Ship To:
 Pease Development Authority
 55 International Drive
 Portsmouth, NH 03801

Phone #: 603-433-6088 or 603-766-9290
 Fax #: 603-433-6317

- Customer agrees to purchase the products(s) itemized on the quotation number(s) indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges, subject to the applicable Dell terms and conditions of sale located at http://www.dell.com/us/en/gen/misc/policv_009_policv.htm.
- *Net 30 Payment Terms are applicable to this purchase order and are subject to Credit Approval. Additional financial information in the form of financial statements from previous years may be required.
- Please attach tax exempt letter/certificate if applicable.
- This Purchase Order may only be used for purchases within the Continental United States.

QTY	QUOTE #	DESCRIPTION	UNIT PRICE	TOTAL
10	3000052920883.2	OptiPlex 5060 SFF	642.00	6420.00
10		Dell 24" Monitor P2419HC	165.00	1650.00

** ALL pages of the referenced quotation(s) MUST accompany this Purchase Order	SUBTOTAL	8070.00
	SALES TAX (IF APPLICABLE)	
	SHIPPING & HANDLING	
	TOTAL	\$8,070.00

Signature (Authorized Buyer): _____ Date: _____

Print Name (Authorized Buyer): David R. Mullen Executive Director
Name Title



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000052920883.2	Sales Rep	Jay Hass
Total	\$8,070.00	Phone	(800) 456-3355, 5138752
Customer #	6959932	Email	Joseph_Hass@Dell.com
Quoted On	Dec. 30, 2019	Billing To	JESSICA PATTERSON
Expires by	Mar. 31, 2020		PEASE DEVELOPMENT AUTHORIT
Deal ID	17740111		Y
			55 INTL DR
			PORTSMOUTH, NH 03801-2882

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jay Hass

Shipping Group

Shipping To	Shipping Method
JESSICA PATTERSON PEASE DEVELOPMENT AUTHORITY 55 INTL DR PORTSMOUTH, NH 03801 (603) 766-9290	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF	\$642.00	10	\$6,420.00
Dell 24 USB-C Monitor – P2419HC	\$165.00	10	\$1,650.00

Subtotal:	\$8,070.00
Shipping:	\$0.00
Non-Taxable Amount:	\$8,070.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$8,070.00

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

Shipping Group Details

Shipping To

JESSICA PATTERSON
 PEASE DEVELOPMENT
 AUTHORITY
 55 INTL DR
 PORTSMOUTH, NH 03801
 (603) 766-9290

Shipping Method

Standard Delivery

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF		\$642.00	10	\$6,420.00
Estimated delivery if purchased today: Jan. 17, 2020				
Contract # WN22AGW				
Customer Agreement # -8001863				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5060 SFF XCTO	210-AOTX	-	10	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	10	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	10	-
No AutoPilot	340-CKSZ	-	10	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	10	-
16GB 1x16GB DDR4 2666MHz UDIMM Non-ECC	370-AEBF	-	10	-
No Additional Hard Drive	401-AANH	-	10	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	10	-
SSD as first boot drive	340-ABIG	-	10	-
M.2 256GB SATA Class 20 Solid State Drive	400-AWFS	-	10	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	10	-
ODD Bezel, Small Form Factor	325-BCXP	-	10	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	10	-
No Media Card Reader	379-BBHM	-	10	-
No Wireless LAN Card	555-BBFO	-	10	-
No Wireless Driver	340-AFMQ	-	10	-
No PCIe add-in card	492-BBFF	-	10	-
OptiPlex 5060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRI	-	10	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	10	-
Black Dell MS116 Wired Mouse	275-BBBW	-	10	-
No Cable Cover	325-BCZQ	-	10	-
No Additional Cable Requested	379-BBCY	-	10	-
Not selected in this configuration	817-BBBC	-	10	-
No Integrated Stand option	575-BBBI	-	10	-
SupportAssist	525-BBCL	-	10	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	10	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	10	-
Waves Maxx Audio	658-BBRB	-	10	-
Dell Developed Recovery Environment	658-BCUV	-	10	-
Software for OptPlex Systems	658-BDVO	-	10	-
OS-Windows Media Not Included	620-AALW	-	10	-
ENERGY STAR Qualified	387-BBLW	-	10	-
No FGA	817-BBBB	-	10	-
Chassis Intrusion Switch SFF	461-AAEE	-	10	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	10	-
No Anti-Virus Software	650-AAAM	-	10	-
CMS Essentials DVD no Media	658-BBTV	-	10	-
TPM Enabled	329-BBJL	-	10	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	10	-
No Intel Responsive	551-BBBJ	-	10	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	10	-
No UPC Label	389-BCGW	-	10	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	10	-
No CompuTrace	461-AABF	-	10	-
US Order	332-1286	-	10	-
Documentation, English, Spanish, Dell OptiPlex 5060 Small Form Factor	340-CDZE	-	10	-
No External ODD	429-ABGY	-	10	-
SFF EPA Regulatory LBL for Mexico	389-CXHV	-	10	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	10	-
Shipping Label for DAO	389-BBUU	-	10	-
Intel Standard Manageability	631-ABRK	-	10	-
No Additional Video Ports	492-BCKH	-	10	-
Desktop BTO Standard shipment	800-BBIO	-	10	-
Endpoint Security,Monitoring for Microsoft Office Adv Threat Protection,per seat (off-site), 1 Year	825-1392	-	10	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	10	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	10	-
Dell 24 USB-C Monitor – P2419HC		\$165.00	Qty 10	Subtotal \$1,650.00
Estimated delivery if purchased today: Jan. 08, 2020 Contract # WN22AGW Customer Agreement # -8001863				
Description	SKU	Unit Price	Qty	Subtotal
Dell 24 USB-C Monitor – P2419HC	210-AQCO	-	10	-
Dell Limited Hardware Warranty	814-5380	-	10	-
Advanced Exchange Service, 3 Years	814-5381	-	10	-
Subtotal:				\$8,070.00

Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$8,070.00
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: January 8, 2020
Subject: Environmental Contract Report

Please report to the Board the following expenditure related to the CLF settlement and PDA's pending ms4 application:

Ransom - \$285 to review proposed stormwater treatment for new impervious surfaces and confirm that advanced treatment is being provided.

All work is in conformance with the terms of Ransom's on-call agreement.

N:\ENGINEER\Board Memos\2020\Report Ransom Expenses.docx



MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract for restroom renovations at the golf course clubhouse to the lowest qualified bidder in an amount not to exceed \$45,000.00; all in accordance with the memorandum from Michael R. Mates, P.E. Engineering Project Manager, dated January 8, 2020, attached hereto.

Note: Roll Call vote required



MEMORANDUM

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

From: Michael R. Mates, P.E., Engineering Project Manager *MRM*

Date: January 8, 2020

Subject: Restroom Improvements at Pease Golf Course Clubhouse

On December 24, 2019 bid documents for renovations to the restrooms at the golf course clubhouse were issued to potential bidders. The project work includes:

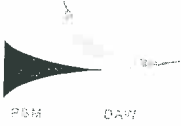
1. Selective demolition of the existing women's and men's room. Some equipment will be salvaged and retained for use in the renovated restrooms. This equipment includes, but is not limited to, partitions, hand dryers, toilet paper holders, and soap dispensers;
2. Construction / installation including, but not limited to, new flooring, countertops, sinks, wall tile, wainscoting, wallpaper, mirrors, lighting and toilets.

A mandatory prebid meeting was held on January 8. The five contractors present were:

1. Cobb Hill Construction
2. Solid Roots Construction
3. MCCI
4. Paxor
5. Careno Construction

The Golf Course Manager has indicated that \$45,000 is available for this project. As it is unknown what the cost of this project will be, it was bid in two parts. The women's room has been designated as the base bid and the men's room was bid as an add alternate. If both rooms come in under budget, both the base bid and add alternate will be awarded. If not, just the women's room will be awarded.

At next week's board meeting, please seek approval to enter into a contract with the low bidder not to exceed \$45,000 for restroom renovations described above.



Memorandum

To: Paul Brean, PDA Deputy Director/ PSM Airport Director *PBS*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 1/9/2020
Subj: Noise Report for December, 2019

The Portsmouth International Airport at Pease received one noise inquiry in December, 2019 concerning fixed wing aircraft.

The inquiry was from a resident in Dover, NH concerning a C-17, a large military cargo aircraft. The caller indicated that the C-17 was quieter than usual but still has a concern about the altitude in which they are flying. The caller attended the Noise Compatibility Committee meeting held in December where we discussed aircraft departures and arrival procedures. Air traffic control was represented at the meeting and answered many questions.

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.

P:\BOARDMTG\2019\memo re-Noise for December 2019.doc



MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors hereby approves the preliminary draft language of the 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 authorizes the Executive Director, or designee, to consult with and obtain comments and input from the planning departments of both Newington and Portsmouth with regard to the draft language; all in accordance with the memorandum of Maria J Stowell, P.E., Manager, Engineer dated January 8, 2020; attached hereto. The PDA staff is directed to bring final proposed amendments to the March Board meeting.

Note: Roll Call vote required.



MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: January 8, 2020
Subject: Land Use Control Amendments for the Illicit Discharge Detection and Elimination and Construction and Post Construction Stormwater Programs

Last month, the Board voted to direct staff to begin drafting amendments to the PDA Land Use Controls related to the construction and post-construction stormwater program and the illicit discharge detection and elimination program. After meeting with consultants and outside counsel, we are proposing the attached draft language upon which to begin discussions with staffs of Portsmouth and Newington, the communities that enforce PDA's Land Use Controls in the Business Commercial and Industrial Zones.

The first attachment lists the proposed amendments related to stormwater protections both during construction and post-construction, when a facility is in operation. The proposed revisions reinforce compliance with the State's Stormwater Manual and federal and state laws. In general, they are consistent with good design and the operational practices that we expect from tenants.

The proposed construction and post-construction amendments reflect those items listed under Sections 11.a, b, and c, of the PDA/CLF Settlement Agreement. The items described under Section 11.d of the Settlement Agreement consist of additional controls that PDA will give consideration to following solicitation of input from CLF, and will be provided to the Board at a later date.

The second attachment is associated with the new Illicit Discharge Detection and Elimination (IDDE) program, which will be enacted as part of the Zoning Ordinance. We are proposing to add a new Part 313A with the program title. There is also a need to add terms to Part 302 Definitions. The initial draft language is attached.

The IDDE program also includes a manual of operations drafted with the goal of eliminating illicit discharges to the stormwater system. The work will require ranking, screening and investigations of outfalls in addition to the current monthly monitoring of outfalls.

At next week's Board meeting please ask the Board to approve the preliminary draft amendment language. Following our outreach to the City and Town, final language will be brought back to the Board. At that time we will establish a schedule for the public hearings, and ultimate adoption.

Attachment I

DRAFT PROPOSED LANGUAGE – Construction and Post Construction Amendments

The following changes should be made to Part 304-A.10(a):

All construction activities and uses of buildings, structures and land within wetlands and wetland buffers, including without limitation all temporary and permanent erosion and sediment controls, shall be carried out so as to minimize the volume and rate of storm water runoff, the amount of erosion, and the export of sediment from the site. All such activities shall be conducted in accordance with Best Management Practices for storm water, including, but not limited to, the following:

(1) New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design, NHDES, 2008; and

(2) New Hampshire Stormwater Manual Volume 3: Erosion and Sediment Controls During Construction, NHDES, 2008

Part 305.05(a)(15) should be revised to read as follows:

(14) STORM DRAINAGE. Any grading, paving, or other construction activity, including without limitation, all temporary or permanent erosion and sediment controls, or the construction or operation of storm drainage systems shall not result in erosion or sedimentation of streams, or damage to adjoining properties and roads, and shall conform to, unless an alternative method or technology is specifically authorized by NHDES or PDA, the following:

- New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design, NHDES, 2008; and

- New Hampshire Stormwater Manual Volume 3: Erosion and Sediment Controls During Construction, NHDES, 2008

The following text should be added to Chapter 407.02 Site Review Agreement:

The following shall be included as conditions in any site review agreement issued under this Part:

- All construction undertaken pursuant to this site plan approval shall be in compliance with federal and state laws.

- Applicants/Developers shall provide PDA with a digital copy of any annual reports submitted to a federal, state or local governmental authority pursuant to any federal or state law,

including without limitation, the NH Alteration of Terrain Permit program, related to construction undertaken pursuant to this Site Plan Agreement.

The following text should be included in Part 403.01 General Provisions:

- All Applicants/Developers shall obtain all permits and approvals required under applicable federal, state and local laws for construction and post-construction stormwater management.

The following text should be included in Part 403.04 Site Plan Submission Requirements as Section 403.04(7)h

- Site Plans shall include a sheet showing proposed stormwater management and erosion control features.

Attachment II

DRAFT PROPOSED LANGUAGE – Illicit Discharge Detection and Elimination

IDDE Ordinance Language

Add the following definitions to **Part 302. DEFINITIONS**:

302.XX. “Environmental Protection Agency” means the Federal agency responsible for implementing the Federal Water Pollution Control Act, (3 U.S.C. § 1251 et seq.) also known as the “Clean Water Act”.

302.XX “Illicit connection” means an illicit, unauthorized or illegal connection that drains into or is connected to the Pease Development Authority Separate Storm Sewer System, and could include any of the following:

1. Any pipe, drain, open channel or other conveyances that have the potential to allow an illicit discharge to enter the Separate Storm Sewer System. Including, but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system. This includes any connections to the Separate Storm Sewer System from indoor drains and sinks regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency.

Or

2. Any pipe, drain, open channel or conveyance connected from a residential, commercial or industrial land use, to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized federal, state or local enforcement agency.

302.XX “Illicit discharge” means any direct or indirect non-storm water discharge to the Pease Development Authority Separate Storm Sewer System, excepting discharges as identified in Section 3XX.03.

302.XX “Infiltration” means the act of conveying the surface water into the ground, to permit the groundwater to be recharged resulting in the reduction of stormwater runoff from a project site.

302.XX “Pease Development Authority Separate Storm Sewer System (System)” means owned and operated facilities by which storm water is collected including but not limited to roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains, piped storm drains, pumping facility retention or detention basins, reservoir or other drainage structure that discharges to the waters of the United States. It does not include

any facility owned by another party, including facilities owned by the United States Government or the City of Portsmouth.

302.XX "National Pollutant Discharge Elimination System (NPDES) program" means the water quality program established as part of the Clean Water Act, implemented by the EPA, to authorize the discharge of pollutants into surface waters of the United States.

302.XX "Non-stormwater discharge" means a surface discharge to the PDA separate storm sewer system not composed entirely of stormwater.

302.XX "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal and agricultural waste discharged into water.

Add the following Part to the existing Regulations:

PART 3XX. ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

3XX.01 Purpose and Intent

The intent is to protect public health, safety and general welfare of the PDA Tenants and the environment by prohibiting illicit connections and discharges to PDA's separate storm sewer system.

3XX.02 Prohibition of Illicit Discharges

No person shall discharge or cause to be discharged into the PDA System any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater

The following items are not considered as Illicit Discharges:

- Stormwater
- NPDES permit
- firefighting activities, including training
- Water line flushing
- Ground water infiltration
- Discharges from potable water sources including landscape irrigation and lawn watering
- Foundation & footing drains including crawl space pumps
- Air conditioning condensation

- Diverted/pumped stream flows, springs & riparian habitats and wetlands and rising groundwater
- Dechlorinated swimming pool discharges
- Discharge from street sweeping
- Dye testing if PDA is made aware prior to the test

3XX.03 Prohibition of Illicit Connections

- a. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- c. A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the PDA System or allows such a connection to continue.

3XX.04 IDDE Responsibility for Administration

Enforcement [Add a new chapter to the Land Use Controls]

xxx.01 Within Airport Zone and Airport Industrial Zone

(a) For sites and locations within the airport zone or the airport industrial zone, and in addition to any right or other power PDA may have pursuant to written agreements with lessees, developers or others, PDA may undertake such enforcement against lessees, developers and others as is authorized under and consistent with the provisions of RSA 12-G:13, VI.

xxx.02 Outside Airport Zone and Airport Industrial Zone

(a) Outside of the airport zone and airport industrial zone, and subject to the provisions of RSA 12-G:13, V(c), any deviation or noncompliance with these land use controls shall be subject to the enforcement provisions and process of the municipality having jurisdiction over the site or location pursuant to RSA 12-G:13, V(b).

(b) For the area of the Tradeport outside of the airport zone and airport industrial zone within the geographical limits of the City of Portsmouth, and subject to the provisions of RSA 12-G:13, V(c) and solely for the purposes of enforcing these Land Use Controls, the PDA adopts by reference the city's enforcement provisions and penalties applicable to the enforcement of city ordinances.

(c) For the area of the Tradeport outside of the airport zone and airport industrial zone within the geographical limits of the Town of Newington, and subject to the provisions of RSA 12-G:13, V(c) and solely for the purposes of enforcing these Land Use Controls, the PDA adopts by

reference the town's enforcement provisions and penalties applicable to the enforcement of town ordinances.

* * * * *



*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, DECEMBER 11, 2019**

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

1. CALL TO ORDER

The meeting was called to order at 6:00 PM.

2. APPROVE MINUTES

Brad made a motion to accept the November 13, 2019 minutes, Erik seconded, no further discussion, the council voted (Don abstained as he was not in attendance at the November meeting) and the motion carried.

3. FINANCE REPORT

Geno presented the finance report for period ending October 1, 2019. He reminded the council that the revenue is cyclical and January will bring revenue from moorings, pier use, berthing etc. Geno asked if there were any specific questions, seeing none, Erik made a motion to accept the Finance report, Don seconded, no further discussion and the motion carried.

4. DIRECTOR'S REPORT

Geno reported on 3 items from the November PDA board meeting as follows:

- 1- Final Approval of Pier Use Permit Fees from \$10 per foot to \$12 per foot
- 2- BUILD funding approval-the NEPA review was completed in October and work is being done to finalize the agreement between MARAD and PDA-DPH. Once that is done, the agreement will be presented to the NH Attorney General's office for review and then it will 1) go to the Fiscal Committee (FC) because this is a federal reimbursable grant and PDA-DPH must pay the invoices up front and then submit the reimbursement request. Since some of the invoices will most likely be quite high and we don't have enough cash on hand to do this, the FC can set up an account with the state treasury for the Port to use so that we won't run out of money; and 2) it needs to go to Governor and Council because the agreement binds the State of NH financially and PDA-DPH does not have the authority to do that on their own. The reimbursement amount from MARAD is 65%. It's a zero net loss of money for the State of NH Treasury.
- 3- Commercial Mooring transfer

Geno reported that NH DOT has put a hold on the final design of the Functional Replacement project and has hired an outside engineering company to review the preliminary plans as the

cost estimate has gone up considerably (like most other construction projects) since 2014. In the meantime, the Port had gone back to their engineers to look at ways to reduce costs and presented some ideas to NH DOT. Items include reducing the number of pilings and rock sockets, and some different ideas on dealing with the bulkhead. The Port is currently waiting for notice to proceed into final design. Chris H. asked when the dredging might take place and if it could be expedited. Geno said there have been conversations about bifurcating the project and doing some of the dredging and the shore side work but it appears that would be more expensive. And, although the permits are in place, the mitigation piece is still being negotiated.

Roger asked about the ship at the dock and asked if Geno could explain about the stop it had to make on the way up. Geno said the ship was drafting 40' of water and had to be lightered in New Haven before it could come here so that it would meet the draft limits of this river. Morton Salt has a facility in New Haven and was able to accept the salt. The benefit of the dredging is it will allow more space on the dock to accommodate the entire length of the ships that come in. Several minutes of discussion ensued regarding the project, the ships and how they are tied to the pier, the river and how long the dredging would last.

Roger congratulated Geno on his appointment to one of the four advisory boards established by the Governor in preparation for offshore wind development which will be "focused on informing NH's next steps while calling on state agencies to report on key studies". The first federal Bureau of Ocean Energy Management (BOEM) first meeting is tomorrow at UNH and public is invited. A handout was presented to the council that describes the components of the advisory boards and was included in the meeting materials. Geno will provide a copy of the agenda. Geno then described the requirements for the landside assembly locations as determined by the Army Corp of Engineers. It appears that based on a survey sent around by the American Association of Port Associations only 5 ports on the eastern seaboard appear to meet the minimum requirements. Discussion ensued for several minutes regarding offshore wind farms.

5. COMMITTEE REPORTS

Fisheries- Erik spoke on the Healy Wave Buoy and has done some investigating to determine the launch date since, as far as he knows, there hasn't been any public hearings. He contacted NHDES and they said they hadn't heard of it. Erik will continue to follow this project. There are a handful of boats lobstering, the landings are off but the prices are up and it was a good fall. The shrimp season appears to be more or less shut down forever. Aquaculture projects are in the works for Steel Head Trout and also kelp through UNH. Aquaculture is eventually going to have its place here but it will all be offshore around the Isles of Shoals. Something to keep an eye on.

Government- Ned was not in attendance, no report.

Moorings- Chris S. reported that the DMV licensing day went well yesterday and reported on the totals as follows:

- 16 Annual Pier Use applications
- 10 Skiff applications
- 4 Berthing applications
- 17 Hoist Safety forms
- 24 Commercial Mooring applications

Geno described the Hoist Safety form, which is required to be signed by all pier use holders and explains the proper operations of the hoist which were taken directly from the

manufacturers operations manual. This form allows the Division to follow up with anyone that abuses the hoists and depending on the circumstances, determine if a pier use revocation or a repair bill is warranted for the user.

Erik asked if the registrations that were done yesterday were designated as tidal. Geno reported on a meeting that the Port had with the Dept. of Safety on this topic about educating the public and municipalities because there are 95,000+ boats registered in NH but only about 4500 are registered as Tidal. The registration designation determines which agency the money goes to. Geno reported that Roger has been working hard on this as well. Roger and Brenda have been working on language to present to DOS for the DMV clerks, marinas, and town clerks that register boats. A couple of other options that could be changed would require legislation, such as removing the \$2 extra fee for boats registered as tidal with the hopes that more people would choose the tidal option if that extra fee was not there. Geno said that is all part of trying to educate the public and the Port could really use the money to further support the Harbor Management fund which goes towards, education, navigation, safety, and dredging. Anyway, the conversation has been started and members from both sides seem to be working together for a solution.

Chris S. announced that he has been officially reappointed to the Council as of the end of November.

Geno let the council know that a house bill was introduced last week regarding mooring wait lists. Geno said there has been no contact to the Port office to discuss the mooring wait list process and was surprised by the bill. Geno explained that the wait list is for a mooring area and once there is an open spot the harbor master the applicant go out and look for a spot that will work for their boat. It is explained to the applicant at where the boat launches are and in the end, the customer has the choice to accept or decline the offer. There is a copy of the draft bill in the packet. Several minutes of discussion. Chris S. said he would look into this and try to bring back some information next month.

PDA liaison- Nothing to add.

Maritime/Public Affairs- Don reported that there has been a lot of talk about ships but really no movement to speak of. Geno said there has been no requests to the Port to secure any dock time. Roger congratulated Don on his 11 years of service on the Port Advisory Council. Don announced that he has submitted his resignation to the Governor and is stepping down from the council for personal reasons. He said it's been a pleasure working on the council and he has no doubt that the good work will continue on. Roger made the comment that he's officially on the council until a replacement is appointed. Don said he would do his best to make the meetings, but as he said life is a bit complicated right now. Don said he would be happy to introduce whoever is appointed to the PMC board so that they can continue to report on those activities and anything else he can do to make the transition easier.

Dredging- Hampton/Seabrook dredging was finished ahead of schedule. It was dredged down to 8'. The Army Corp will survey and see if they have to sweep any spots and go from there. There is still no federal money for Rye or the Turning Basin. Erik asked how the beach nourishment went, Geno reported everything was done according to specs.

Recreational Piers- Brad reported that the recreational piers are quiet, secured, and prepped for winter. All of the jersey barriers are secured in Rye with hopes to prevent potential winter storm damage.

6. NEW BUSINESS

The annual meeting is the next meeting, January 8, 2020.

Roger let the council know there are some good “You Tube” videos about the Wood Island restoration, it shows all the work that’s been done.

Erik asked if there is a plan to approach the city regarding a replacement for Ned. Chris S. mentioned that this council should be the ones to make a recommendation to the mayor. The mayor can designate anyone that they are comfortable with and it should be someone who will report back to the City on behalf of the council. Conversation ensued with options, a few names were discussed.

At the next meeting the Portsmouth Fire Department will give a presentation on their activities over the summer.

7. OLD BUSINESS

Roger asked if there was any news on the New Castle/Rye Bascule Bridge. No one has heard anything.

8. PUBLIC COMMENT

Peter Welch was present but he excused himself at 6:30 PM and had no comments.

9. PRESS QUESTIONS

There were no members of the press present.

10. ADJOURNMENT

Chris H. made a motion to adjourn, Don seconded, all were in favor and the meeting adjourned at 7:15 PM.



MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of the Initial Proposed Schedule of Pilotage Fees and Pilotage Unit Rates and Initial Proposed Amendment PART Pda 311 PILOTAGE FEES, and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated January 9, 2020 and attached hereto.

Note: Roll Call vote required

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PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: January 9, 2020

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

From: Geno Marconi, Director 

Subject: Initial Proposed Schedule of Pilotage Fees and Pilotage Unit Rates and
Initial Proposed Amendment PART Pda 311 PILOTAGE FEES

The Division of Ports and Harbors ("the Division") received a request from the Portsmouth Pilots, Inc. to increase certain fees in the Schedule of Pilotage Fees and Pilotage Unit Rates ("Pilot Fees"). In accordance with Pda 311.01 (b), I have reviewed the request and attached Initial Proposed Schedule of Pilot Fees.

In reviewing the Initial Proposed Pilot Fees it became necessary to insert the following language into 3.1.1 of the fee schedule regarding cancellation of a call to a pilot: "within 4 hours of scheduled arrival time at the pilot's point of origin." Should a call be cancelled, this new language takes into account the pilot's travel time to the pilot vessel, preparation of the pilot vessel, and travel time to the vessel (which may be at the anchorage) requesting the pilot assistance.

The addition of the aforementioned additional language requires amending language of Administrative Rule Pda 311.03 (d)(2), regarding cancellation of a request for pilot assistance by striking the words [*after the pilot reports for duty on the vessel*]. There is also one minor amendment to Pda 311.03 (d)(3) to correct a spelling error. The Initial Proposed Amendment PART Pda 311 PILOTAGE FEES ("Rule Amendment") is attached for your review.

In accordance with RSA 12-G:44, III and IV, the Division presented the Initial Proposed Schedule of Pilot Fees and the Rule Amendment to the Port Advisory Council (the "Council") at its meeting on January 8, 2020. At that meeting, the Council approved to recommend the Initial Proposed Pilot Fees and the Rule Amendment to the PDA for approval.

Therefore, in accordance with RSA 12-G:42, XI, I am presenting the Initial Proposed Pilot Fees and the Rule Amendment to the PDA for review and approval.

Upon PDA's approval of the Initial Proposed Pilot Fees and the Rule Amendment, and in accordance with Pda 311.01(b) and (c) the Division shall:

- Distribute the proposed the Pilot Fees to each pilot;
- Publish a notice in one newspaper of general circulation the availability of the proposed schedule of fees and rule change; and
- Accept written comment for 30 days after the public notice.

In addition, prior to the deadline for written comment, the Division will hold a public hearing in order to provide an additional opportunity for input from the public on the Pilot Fees and Rule Amendment.

Taking into account any comments from the public, the Division will prepare a Final Proposed Schedule of Pilot Fees and Final Proposed Rule Amendment to the PDA for approval and adoption at the March 19, 2020 meeting with a recommended effective date of April 1, 2020.

STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTHORITY — DIVISION OF PORTS AND HARBORS
PROPOSED SCHEDULE OF PILOTAGE FEES AND PILOTAGE UNIT RATES
PORTSMOUTH HARBOR AND PISCATAQUA RIVER

PROPOSED EFFECTIVE DATE APRIL 1, 2020

1.0 COMPUTATION OF PILOTAGE FEES AND UNITS:

- 11 Certain pilotage fees for inbound and outbound vessels as identified below are based on pilotage units. In each such case a minimum fee is also identified. If pilotage units are not used to set a fee, the fee is set on a flat fee or per unit or similar basis.
- 12 All measurements shall be in meters.
- 13 Pilotage units are computed by:
 - 1.3.1 Multiplying the overall length of the vessel (bow to stern) by the extreme breadth of the vessel (beam to beam);
 - 1.3.2 Multiplying the product of subsection 1.3.1 by the depth of the vessel to the uppermost continuous deck (bottom of keel to uppermost continuous deck); and
 - 1.3.3 Divide the product of subsection 1.3.2 above by 100.
- 14 The pilotage fees shall be an amount equal to 200% of the applicable charges, minimum charge \$2100.00, specified in this schedule for:
 - (a) Any self-propelled vessel lacking propulsion; or
 - (b) A pilot called out to a scene for any unscheduled event or emergency situation.
- 15 The pilotage rates for a submarine shall be:
 - (a) An amount equal to the applicable charges in subsection 2.1.1, 2.1.2, or 2.1.3, plus an additional ~~\$28.00~~ \$33.00 per foot of draft; and
 - (b) Minimum units: 100.
- 16 An amount equal to all the fees incurred shall be added to the invoice when the fees are to be paid by any electronic method, including, but not limited to, direct deposit, wire transfer, or credit card charge.

2.0 PILOTAGE FEES — TRANSIT CHARGES:

21 For vessels inbound or outbound, including barges, the charges payable under this section shall be as follows:

2.1.1 Per passage where line of demarcation is transited during passage:

- (a) Pilotage units multiplied by ~~\$2.97~~ \$3.56; and
- (b) Minimum charge: ~~\$286.00~~ \$343.00;

2.1.2 Per passage where line of demarcation is not transited during passage (i.e. vessel shifting with harbor and river):

- (a) Pilotage units multiplied by ~~\$4.65~~ \$3.30; and
- (b) Minimum charge: ~~\$200.00~~ \$240.00;

2.1.3 Docking or undocking charges:

- (a) Pilotage units multiplied by ~~\$0.77~~ \$0.92;
- (b) Minimum charge: ~~\$91.00~~ \$109.00; and
- (c) Must be paid, where applicable, in addition to any applicable per passage charge assessed under subsections 2.1.1 or 2.1.2 above; and

2.1.4 Vessel shifting at berth:

- (a) ~~\$425.00~~ \$562.00 per call for assistance; and
- (b) Second pilot required for transit or turning off dock: \$425.00
\$510.00

3.0 PILOTAGE FEES — PILOT DETENTION CHARGES:

3.1 Inbound or outbound vessels of any size:

3.1.1 Charge for canceling call for pilot after pilot reports to vessel within 4 hours of scheduled arrival time at the pilots' point of origin: (a) ~~\$242.00~~ \$290.00 per call cancelled;

3.1.2 Charge for detaining pilot during the mooring or securing of vessel in excess of one hour once vessel is alongside of terminal:

(a) ~~\$242.00~~\$290.00 per the first excess hour of detention or portion thereof;

(b) ~~\$100.00~~\$120.00 per 20 minutes thereafter

3.1.3 Charge for canceling request for pilot due to fog, stress of weather, or vessel mechanical problem while pilot vessel is in transit to vessel requesting pilot:

(a) Same as subsection ~~3.1.1~~2.1.2; and

3.1.4 Charge for pilot not returned to shore and carried to sea on vessel:

(a) ~~\$385.00~~ \$500.00 per day or part thereof that pilot is detained at sea after outbound passage is complete, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of first class travel available.

4.0 PILOTAGE FEES — MISCELLANEOUS CHARGES:

4.1 Inbound or outbound vessels of any size:

4.1.1 Charge for transporting a pilot launch to or from the pilot station (to be paid, where applicable, addition to other charges assessed pursuant to sections 2.0 and 3.0 above):

(a) ~~\$165.00~~ \$180.00 per single, one-way trip; and

4.1.2 Charge for transporting a pilot to or from a vessel at anchorage in lieu of boarding at pilot station:

(a) ~~\$242.00~~ \$290.00 per single, one-way trip.

PART Pda 311 PILOTAGE FEES

Pda 311.01 Pilotage Fees Schedule.

(a) Vessels required under Pda 304.01 to be piloted by a pilot shall pay to the pilot each applicable pilotage fee as set forth in the schedule of pilotage fees adopted pursuant to (e) below. It shall be the responsibility of the pilot to request payment and collect payment of any pilotage fee authorized under Pda 311.

(b) At least once a year the division director shall review the schedule of pilotage fees and pilotage unit rates. At any time, the division director may prepare a proposed schedule of pilotage fees and pilotage unit rates. The proposed schedule of pilotage fees and pilotage unit rates shall be distributed to each pilot and shall be made available to the public. Hereafter in this section, references to "pilotage fees" shall include "pilotage unit rates."

(c) Within 30 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, pilots or any member of the public may submit to the division director written comments regarding the proposed schedule of pilotage fees.

(d) Within 60 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, the division director shall submit a proposed schedule of pilotage fees to the authority for review and approval, either in its original proposed form or as modified after receipt of public comment.

(e) The authority may:

- (1) Adopt the approved annual schedule of pilotage fees;
- (2) Adopt the approved annual schedule of pilotage fees in part; or
- (3) Adopt the approved annual schedule of pilotage fees in part and modify the schedule in part.

(f) The authority shall make available to the public any fee schedule adopted in whole or in part under (e) above.

(g) The pilotage fees adopted by the authority shall take effect on January 1 of the following year, or within 10 days of adoption by the authority, as specified by the authority. Once adopted, the annual schedule of pilotage fees shall be mailed to each pilot and shall be attached to any new commission that may be issued to a pilot. Pilots shall charge fees only as set forth in the approved schedule.

Pda 311.02 Computation of Pilotage Units.

(a) Pilotage units shall be computed by:

- (1) Multiplying the overall length of the vessel by the extreme breadth of the vessel;
- (2) Multiplying the product of (1) by the depth of the vessel to the upmost continuous deck;
and
- (3) Dividing the product of (2) by 100.

(b) For purposes of determining pilotage units, all measurements shall be in meters.

Pda 311.03 Pilotage Fees Based on Pilotage Unit Rates: Flat Fees.

(a) The annual schedule of pilotage fees approved by the authority under Pda 311.01 shall contain the pilotage fees described in (b) – (e) below.

(b) The following pilotage fees shall be based upon pilotage unit rates established within the pilotage fee schedule for vessels inbound or outbound:

- (1) One-way inbound or outbound transit fee, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for inbound or outbound vessels;
- (2) Docking or undocking fee, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for vessels docking or undocking; and
- (3) Vessel shifting berths within the pilotage area, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for vessel shifting berths within the pilotage area.

(c) The pilotage fee schedule shall contain minimum fees for all of the fees described in (b) above. The minimum fee shall apply if the fee based upon pilotage units is less than the minimum fee.

(d) The pilotage fee schedule shall contain fees for the following:

- (1) Shifting a vessel at berth established on a per call basis;
- (2) Cancellation of the request for pilotage assistance ~~after the pilot reports for duty on the vessel~~ established on a per call basis;
- (3) Detention of a pilot detained during mooring of a vessel after allowing one hour, once ~~along side~~ alongside, for the securing of a vessel to its berth established on a per hour basis;
- (4) Detention of a vessel in transit, cancelled due to fog, stress of weather, or mechanical problem established on a per hour basis;
- (5) Detention of a pilot carried to sea established on a per diem basis, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of travel available;
- (6) Transporting a pilot to or from the pilotage station established on a one-way, single trip basis;
- (7) Transporting a pilot to or from a vessel at anchorage instead of boarding at the pilotage station established on a one-way, single trip basis;
- (8) A self-propelled vessel lacking propulsion;
- (9) Pilotage of a submarine; and
- (10) The calling out of a pilot to a scene for any unscheduled event or emergency situation.

(e) An amount equal to all the fees incurred shall be added to the invoice when the fees are to be paid by any electronic method, including, but not limited to, direct deposit, wire transfer, or credit card charge.



RIGHT TO KNOW UPDATE: Effective January 1, 2018, RSA 91-A, the Right to Know Law was modified to include that "If a member of the public body believes that any discussion in a meeting of the body, including in a nonpublic session, violates this chapter, the member may object to the discussion. If the public body continues the discussion despite the objection, the objecting member may request that his or her objection be recorded in the minutes and may then continue to participate in the discussion without being subject to the penalties of RSA 92-A:8, IV or V. Upon such request, the public body shall record the member's objection in its minutes of the meeting. If the objection is to a discussion in nonpublic session, the objection shall also be recorded in the public minutes, but the notation in the public minutes shall include only the members name, a statement that he or she objected to the discussion in nonpublic session, and a reference to the provision of RSA 91-A:3, II, that was the basis for the discussion."

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors will enter non-public session pursuant to NHRSA 91-A:3 for the purpose of discussing:

1. Lease / Sale of Property; and
2. Security Issues

Note: Roll Call vote required.



MOTION

Director Allard:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its January 16, 2020 meeting related to acquisition, sale or lease of property and security matters would, if disclosed publically render the proposed actions ineffective and compromise the emergency functions pertaining to security; and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

Note: Roll Call vote required; this motion requires 5 Affirmative Votes

