

**PEASE DEVELOPMENT AUTHORITY**  
**Thursday, November 19, 2020**  
**Large Classroom at PDA Offices**

**PUBLIC AGENDA**  
**Time: 8:00 a.m.**  
**Non-Public Session: 8:00 a.m. to 9:30 a.m.**  
**Public Meeting to commence at 9:30 a.m.**

**AGENDA**

- I. Call to Order:**
  
- II. Non-public Session: (Levesque)**
  
- III. Vote of Confidentiality: (Loughlin)**
  
- IV. Acceptance of Meeting Minutes: October 15, 2020 \* (Lamson)**
  
- V. Public Comment:**
  
- VI. Old Business:**
  - A. Approvals:
    - 1. Lonza Biologics, Inc. – Waiver of Site Plan Regulations \* **(Fournier)**
  
- VII. Committees:**
  - A. Report:
    - 1. Golf Committee \*
  
  - B. Approvals:
    - 1. Golf Car Bid \* **(Anderson)**
    - 2. Tee Time Booking Policy +
  
- VIII. Finance:**
  - A. Executive Summary \*
  
  - B. Reports:
    - 1. FY 2021 Financial Report for the Three Month Period Ending September 30, 2020 \*
    - 2. Nine Month Cash Flow Projections to July 31, 2021 \*

**IX. Licenses/ROEs/Easements/Rights of Way:**

A. Reports:

1. AeroClave, LLC – Portion of Hangar 227, 14 Aviation Avenue \*

**X. Contracts/Agreements:**

A. Approvals:

1. Maintenance Vehicle Replacement, 2020 Chevrolet 2500 pickup \* **(Loughlin)**

**XI. Executive Director:**

A. Reports:

1. Golf Course Operations
2. Airport Operations
  - a) Portsmouth International Airport at Pease (PSM)
  - b) Skyhaven Airport (DAW)
  - c) Noise Line Report
    - (i) October 2020\*

B. Approvals:

1. Bills for Legal Services \* **(Allard)**
2. FAA Release – 30 New Hampshire Avenue – Spyglass \* **(Levesque)**
3. Letter of Intent – 53 Exeter Street - Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) \* **(Fournier)**
4. Read Custom Soils - Runway Sand \* **(Anderson)**
5. Nachurs Alpine Solutions Industrial - Runway Deicing Liquid \* **(Lamson)**
6. Clariant Corporation - Runway Deicing Solid \* **(Loughlin)**

**XII. Division of Ports and Harbors:**

A. Reports:

1. Port Advisory Council – Minutes of September 9, 2020 \*
2. Isles of Shoals Steamship Co. – Deferral of Rent \*
3. Commercial Mooring Transfer – Pike to Souther \*

B. Approvals:

1. Heidi & Elisabeth – Renewal Commencing January 1, 2022 through December 31, 2022 with a request for Four (4) One-Year Options\* **(Levesque)**
2. Bait Cooler – Renewal Commencing June 1, 2021 through May 31, 2023 with a request for Two (2) One-Year Options \* **(Lamson)**
3. Granite State Minerals – Exercise of Third One-Year Option \* **(Anderson)**

**XIII. New Business:**


**XIV. Upcoming Meetings:**

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

**XV. Directors' Comments:**

**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 depending on actions of Golf Committee
-  Confidential Materials







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 – II.

Director Levesque:

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

1. Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (l)]; and
2. Consideration of matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself [NH RSA 91-A:3, II (c)].

**Note: Roll Call vote required.**





## MOTION – III.

Director Loughlin:

Resolved, pursuant to NH RSA 91-A:3, the Pease Development Authority (“PDA”) Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its November 19, 2020 meeting related to the consideration of legal advice from legal counsel and matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, would, if disclosed publically, render the proposed actions ineffective and likely affect adversely the reputation of any person other than a member of the public body itself; 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**





**MOTION – IV.**

Director Lamson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors Meeting dated Thursday, October 15, 2020.

**Note: Roll Call vote required.**



PEASE DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS' MEETING  
MINUTES

Thursday, October 15, 2020

Present: Peter J. Loughlin, Vice Chairman; Robert A. Allard, Treasurer; Erik Anderson; Margaret F. Lamson; and Steve Fournier  
Zoom Attendance: Kevin H. Smith, Chairman and Neil Levesque  
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy General Counsel; PDA staff members; members of the public.

AGENDA

**I. Call to Order:**

Vice Chairman Loughlin ("Loughlin") called the meeting to order at **8:33 a.m.** in the Large Classroom at PDA Offices. Seating was socially distanced and masks were required except when speaking.

Participating remotely were:

Chairman Kevin Smith, located in Londonderry, NH with no other individual(s) present.  
Neil Levesque, located in Goffstown, NH with no other individual(s) present.

**II. Non-public Session:**

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:

1. Lease or Sale of Property [NH RSA 91-A:3, II (d)];
2. Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (l)]; and
3. Consideration of matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself [NH RSA 91-A:3, II (c)].

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

Director Loughlin moved the motion and Director Allard seconded that the Board of Directors come out of non-public, at **9:31 a.m.**

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

The Board meeting was open to the public at **9:34 a.m.**

### III. Vote of Confidentiality:

Director Lamson moved the motion and Director Fournier seconded that be it resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority (“PDA”) Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its October 15, 2020 meeting related to the Lease or Sale of Property and the consideration of legal advice from legal counsel would, if disclosed publically, render the proposed actions ineffective and further determines that such matters also involve the consideration of matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself; 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.

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

### IV. Acceptance of Meeting Minutes: September 17, 2020

Director Levesque moved the motion and Director Allard seconded to approve the minutes of the Pease Development Authority Board of Directors Meeting dated Thursday, September 17, 2020.

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

### V. Public Comment:

There were no public comments.

Chairman Smith departed the meeting at approximately 9:42 a.m.

### VI. Old Business:

#### A. Approval:

##### 1. Land Use Control Amendments – Final Approval

Director Loughlin moved the motion and Director Lamson seconded that WHEREAS, the Pease Development Authority (PDA) has duly enacted a Zoning Regulation in accordance with the requirements of RSA ch. 12-G and rules adopted by the Authority for the adoption or amendment of land use controls; and

WHEREAS, the Zoning Regulation may be amended at any time by the Board in accordance with its rules for the adoption and amendment of land use controls;

NOW, THEREFORE, the Authority does hereby resolve to amend its Zoning Regulations in effect at the Pease International Tradeport, on October 15, 2020, by adopting the language as written in Attachment I and Attachment II, which by reference are incorporated into this motion; all in accordance with the memorandum of Maria J. Stowell, dated October 8, 2020, attached hereto.



Discussion: Loughlin indicated that a public hearing was held on October 8, 2020 and asked if there were any additional comments. Lamson commended Maria Stowell (“Stowell”), Engineering Manager, and staff for the outstanding job that it was well done.

Disposition: Resolved by roll call vote (6-0) for; motion carried. Chairman Smith was not present for the roll call.

Chairman Smith rejoined the meeting at approximately 9:46

## VII. Finance:

Finance Director Irv Canner (“Canner”) stated Berry Dunn would be presenting to the Board, via Zoom

- A. **Independent FY2020 External Audit (Berry Dunn via video conference)**
  - 1. **Auditor Communications Presentation**
  - 2. **Required Communication Letter**

Renee Bishop (“Bishop”) of Berry Dunn stated that PDA did not adopt any new accounting policies, no transactions that lacked authoritative guidance and all transactions were recorded in the correct period. Bishop spoke to information regarding management’s judgments and estimates as well as Sensitive Financial Statement Disclosures. She pointed out the addition of Note 22 regarding the pandemic this year mentioning the level of uncertainty for all organizations. Bishop indicated that PDA management were well prepared and provided requested information in a timely fashion. At the end of the engagement Berry Dunn will receive a signed representation letter from management which affirms the information provided is true and accurate. Should management have any consultations with other accountants it is necessary that Berry Dunn be advised. Bishop did indicate as a means of being very proactive, PDA remains in contact with Berry Dunn throughout the year on a variety of matters. Bishop stated that there were no significant corrected and uncorrected audit adjustments noted and indicated that it is necessary to keep track of small/trivial adjustments. During the audit Berry Dunn did not identify any control measures that would make it consider a material weakness / no control deficiencies identified. Checks for compliance regarding certain regulations were performed and a report is issued related to those (none were found); once the final report is issued this report is also attached.

Katharine Balukas (“Balukas”) stated that the audit was performed in accordance with US generally accepted accounting standards, Government audit standards, as well as those formatted for the federal funds received. The audit provides reasonable but not absolute assurance, it is performed on a test basis and not all transactions are audited. Berry Dunn has issued an unmodified opinion on the financial statements or a clean opinion. Balukas indicated that due to COVID, Berry Dunn had to shift its approach and this year performed its interim and year-end audit remotely and were not able to be onsite. Berry Dunn did focus on any change of internal controls due to any disruptions made due to COVID and noted that various Finance employees were regularly onsite when other employees were working remotely from home. In terms of cash payments / receipts / payroll / recording process, there were no significant

disruptions or modifications of internal controls. Balukas spoke to the management narrative of what occurred throughout the year that also speaks to items known to have an impact on future years such as pension and OPEB. With respect to the financial statements, Balukas spoke of an increase of assets due to a significant increase in capital additions (airport) and a large increase in accounts receivable over the year as many projects are funding through grants as well as the funds received due to the CARES Act funding. Conversely there were significant liabilities outstanding at the end of the year with construction companies for June services provided at the airport and the increase was netted with a decrease in the OPEB liability over the year. Balukas spoke to the various notes referenced and the significance of the prominent items.

Balukas spoke to the Federal Compliance Audit Update and being subject to an audit of federal funds; where PDA was awarded CARES Act funding an additional layer is added under the uniform guidance. At this time the guidance necessary has not been issued by the federal agency but it is anticipated to be issued later this month or early November. Therefore, at this time Berry Dunn cannot issue the audit on Uniform Guidance but will be working with Canner during the fall to complete the testing. Balukas indicated that Berry Dunn is able to issue the Stand Alone Financial statement, if approved by the Board, in order to meet State deadline.

**B. Approval:**

**1. Certified Annual Financial Statements and the Uniform Guidance Audit of Federal Awards Update**

Director Loughlin moved the motion and Director Allard seconded that the Pease Development Authority (PDA) Board of Directors accepts receipt of the Certified Annual Financial Statements for the years ending June 30, 2019 and June 30, 2020; all as otherwise prepared and submitted by PDA's independent auditor Berry, Dunn, McNeill and Parker, LLC.

Whereas, the Board of Directors further authorizes the Executive Director to forward the Certified Financial Statements to the State of New Hampshire when final for inclusion in the Comprehensive Annual Financial Report.

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

**2. Additional Signatory for Pease Development Authority Banking Institutions**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority ("PDA") Board of Directors hereby authorizes the Deputy General Counsel, Anthony I. Blenkinsop, to endorse all checks, drafts, depository agreements and/or other related bank documents in accordance with the powers previously granted by this Board to the Treasurer, Executive Director, General Counsel, and Manager of Engineering of the PDA concerning PDA bank accounts, and consistent with bank resolutions previously adopted. The authority hereby conferred shall be and remain in full force and effect until written notice of the revocation is presented.

The following appointed official and employees are authorized to endorse all checks,

drafts, depository agreements and/or other related bank documents in accordance with the powers so granted:

<b>Robert Allard</b>	<b>Treasurer</b>
<b>Paul E. Brean</b>	<b>Executive Director</b>
<b>Lynn Marie Hinchee</b>	<b>General Counsel</b>
<b>Anthony I. Blenkinsop</b>	<b>Deputy General Counsel</b>
<b>Maria Stowell</b>	<b>Manager of Engineering</b>

The authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of the revocation is presented; all in accordance with a memorandum from Irv Canner, Finance Director, dated October 8, 2020.

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

**C. Executive Summary**

Canner stated that the Executive Summary provided information regarding the two standard reports for the operating results of the first two months of the fiscal year.

**D. Reports:**

**1. FY 2021 Financial Report for the Two Month Period Ending August 31, 2020**

Canner reminded the Board that as a year is closed out, the books are kept open in order to capture outstanding items. The variances indicated typically flatten out over the second and third quarter, but that there are no meaningful trends that would challenge the FY21 operating budget. At this time operating revenues are ahead of budget related to fee revenues (increase in non-membership golf play and wharfage and dockage).

Lamson asked if monies have been received for the runway/airport project; Canner affirmed. Canner further indicated that the timing of when the federal funding is received, caused PDA to draw down from the Revolving Loan Fund (RLF), PDA has since paid back the RLF funding from federal funding (i.e.; CARES Act). Canner provided an example of bills for the runway/terminal project to indicate that generally there is typically a 45-day period from when monies are received after reimbursement is requested causing a fluctuation in the RLF.

Canner indicated that pandemic underruns can be seen from pay-for-parking and fuel flowage fees. Canner also spoke to the completion of the Portsmouth Fish Pier and at that time being able to start receiving a fuel flowage fee from that location again in early FY21.

Anderson indicated that fuel is dispensed at the Portsmouth Fish Pier but it is not done in the same manner prior to construction. Canner affirmed and indicated that is done by Atlantic Fuel who comes in and directly fuels some of the bigger boats and indicated that fuel flowage fees are received for that. Canner stated he is referring to the pump at each of the marinas for fuel pumped to the general public.

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

2. **Horsley Witten – Work associated with Illicit Discharge Detection and Elimination (IDDE)**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (PDA) Board of Directors approves of and authorizes the Executive Director to amend its existing contract with the Horsley Witten Group to provide assistance to the PDA with the dry weather outfall screening component of the Illicit Discharge Detection and Elimination (IDDE) program in a total amount not to exceed \$26,800 for work connected with the PDA/CLF Settlement Agreement; all in accordance with the memorandum of Maria J. Stowell, dated October 7, 2020, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of any applicable RFP or RFQ requirement based on the approved litigation settlement and the existing contract with the Horsley Witten Group.

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

3. **Fred C. Church, Inc. – PDA Worker’s Compensation Coverage**

Director Lamson moved the motion and Director Anderson seconded The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind Workers Compensation insurance coverage for the Pease Development Authority to be provided by MEMIC and brokered by Fred C. Church Insurance, Inc. (“Church”) for the period of 12/31/20 through 12/31/21 in the projected amount of \$77,979.00; all in accordance with the Insurance Proposal prepared by Church and the memorandum of Anthony I. Blenkinsop, Deputy General Counsel, dated October 13, 2020.

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

XI. **Executive Director:**

A. **Reports:**

1. **Golf Course Operations**

Golf Course General Manager Scott DeVito (“DeVito”) indicated that all the season renewal applications have been sent out and an offer was provided to those members individually to extend a credit due to COVID. DeVito indicated that the number previously provided to the Finance Director may be a little under what had been expected. DeVito indicated in past years there has been 55,000 rounds of golf played per year, this year numbers are up and with the continued good weather anticipates hitting approximately 60,000 rounds of golf this year (even losing April and a portion of May). DeVito indicated that work has commenced with aeration on the Blue Course, as well as performing work on a couple of greens and putting seed down on the original 18.



DeVito spoke to the Board about the Golf Car contract. He stated that PDA has reached the longevity on the vehicles at this time and with the anticipation of going into next year and being as busy as this year, PDA would like to take the option to go out to bid again after the fourth year. DeVito is looking to the Board regarding this request as he doesn't think that the cars will make it through next year and would anticipate going out to bid sometime in the next few weeks and bring an agreement to the November Golf Committee and Board meetings for approval.

Anderson asked DeVito how many companies he would anticipate bidding on this; DeVito indicated that there are three major golf car companies (CCE Golf Cart, EzGo and Yamaha) that he would anticipate putting in a bid.

DeVito indicated that there have been a number of requests over the years for people to pre-book their tee time for the whole season. PDA policy has been to leave it open for anyone to book and not get into pre-booking for the season; DeVito spoke with a number of golf professions in the state and has not found anyone that pre-books. DeVito indicated being a public golf course the policy has been not to allow members to pre-book for the season.

## 2. Airport Operations

### a) Portsmouth International Airport at Pease (PSM)

Brean indicated that it was a heavy construction month at the airport with complete runway closure for 13 days with completely no runway activity except rotar craft. PSM held its own with enplanements averaging around 1,000 passengers. Brean informed the Board that looking back at previous September numbers, PSM was shy by only 500 enplanements, taking into account the closure of the runway and Allegiant only having a two week window for operations in August. Brean stated that the year-to-date enplanements are approximately 30,000 and there has been no troop activity since March due to the shortened runway and its closure. The runway is back to full length, but it is closed at night to groove the pavement (every 1" in the 11,000 foot runway). Brean indicated that troop flight carrier, Atlas Air, is going to wait until the runway is completed before troop activity will commence and it is hoped that will be within the next couple of weeks, raising the enplanement numbers.

Brean indicated that parking revenue was down as there were very few cars parked in revenue parking lots and the fuel flowage revenue was reduced too; however, Brean anticipates this will be back on track in October.

Brean commended staff for the very successful Triangle Emergency Drill held on September 19<sup>th</sup> (high praise received from both the state and federal levels).

Brean indicated that the terminal expansion is making headway with the baggage belt and security enhancements are being implemented now with the finish work being completed in the next couple of months.

Brean stated that Allegiant has extended its schedule through April to both Punta Gorda and Sanford, and spoke to the current load factors for each of these service locations.

Brean spoke to the various meetings with the ANG regarding an Open House scheduled for September 11, 2021; there is also a commitment from the Thunderbirds to perform an air show. This will primarily be limited to the AF base as a recruitment tool; due to COVID there will be an April 1 cutoff date for a determination of whether the air show will move forward.

**b) Skyhaven Airport (DAW)**

Brean complimented Andrew Pomeroy and Blenkinsop who have been working hard finalizing discussions on a maintenance repair facility; this entity has indicated the desire to do more than repair planes and is interested on take on additional ventures down the road.

**c) Noise Line Report**

**(i) September 2020**

Brean indicated that there were no aircraft complaints during the month of August at Portsmouth or Skyhaven.

**B. Approval:**

**1. Bills for Legal Services**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$14,314.00 for legal services rendered to the Pease Development Authority to Sheehan Phinney Bass & Green for the period of August 1, 2020 – August 31, 2020 in the amount of \$609.00 for General Employment Matters and August 1, 2020 – August 31, 2020 in the amount of \$13,705.00 (in support of MS4 and CLF settlement implementation) for a total of \$14,314.00.

Discussion: Blenkinsop informed the Board that as a result of the September inquires by the Board that outside counsel will present to the Board, in a non-public session, at the November meeting regarding the status of some of the work they have been doing.

Anderson spoke of the notification received regarding the conclusion of the CLF litigation and expressed his gratitude. Blenkinsop indicated it was a combined effort of outside counsel, General Counsel Lynn Marie Hinchee and Stowell and the Engineering staff. Blenkinsop indicated that the litigation has concluded but there are elements of the settlement agreement that need to be implemented.

Loughlin congratulated PDA staff for this achievement as they have spent a lot of time to assist bringing this matter to a conclusion.

Disposition: Resolved by roll call vote (7-0) for; motion carried.

**XII. Division of Ports and Harbors:**

**A. Reports:**

1. **Commercial Mooring Transfer – Miller to Kastejna**
2. **Heidi and Elisabeth Fisheries LLC – Exercise of Option at the Portsmouth Fish Pier to December 31, 2021**

### 3. Purchase of Fuel Dispenser for Portsmouth Fish Pier

Division of Ports and Harbors (DPH) Director, Geno Marconi (“Marconi”), reported to the Board that he made a mistake when he informed the Board that the Port Advisory Council had written a letter regarding the Wentworth Bridge. The minutes of the Port Advisory Council meeting were not included in the packet as they had not been approved by the Council until the 14<sup>th</sup> (a copy of the minutes along with a response letter from the Coast Guard were provided to each Board member). Anderson advised of the Port Advisory Council meeting held on the 14<sup>th</sup> and that the letter is well constructed. Marconi indicated a second error which was a typographical error in the memo for item A.1., the memo from Chief Harbor Master Tracy Shattuck referenced “Wickson” which is an incorrect last name, everything else in the memo (address, permit #s, etc.) are correct.

Marconi indicated that Heidi Elisabeth had requested to exercise its option at the Portsmouth Fish Pier.

Lastly, Marconi indicated that the last item was for the purchase of a fuel dispenser at the Portsmouth Fish Pier, the consultant for contractor and Appledore Engineering recommended replacing the fuel dispensers with a newer model as they had been there a long time. Anderson asked if the dispenser was a single dispenser; Marconi indicated it would be a dual dispenser. Marconi further affirmed it would be for diesel and gas which is what is at the other facilities too.

#### B. Approval:

##### 1. Snow Plow Bid/Contract – James Jones d/b/a Jones Snow Plowing Services

Director Allard moved the motion and Director Fournier seconded that the Pease Development Authority (PDA) Board of Directors hereby authorizes the Executive Director to execute a contract with James Jones, d/b/a Jones Snow Plowing Service of North Hampton, New Hampshire, for the purpose of plowing and salting at the Portsmouth Commercial Fish Pier and the Marine Facilities at Rye and Hampton Harbors for an initial period of three (3) years commencing on the first plowable event or November 1, 2020, whichever event occurs first; including three (3) one-year (1) options to renew exercisable at the sole discretion of the Executive Director, and subject to Jones Snow Plowing Service providing proof of certification from the New Hampshire Green SnoPro Certification by no later than November 1, 2020; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated October 6, 2020.

Discussion: Anderson asked where this is a three year contract if the rates carry through the term of the three years; Marconi affirmed. Director Loughlin recused himself as he had previously provided legal services to Mr. Jones; Director Anderson abstained from voting on this contract.

Disposition: Resolved by roll call vote (5-0) for; motion carried.

**XIII. New Business:****XIV. Upcoming Meetings:**

Golf Committee	November 16, 2020 @ 8:30 a.m.
Finance Committee	November 16, 2020 @ 9:00 a.m.
Board of Directors	November 19, 2020 @ 8:30 a.m.

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

**XV. Directors' Comments:**

Lamson thanked staff for everything that they do as they support the Board and it is appreciated.

Director Smith thanked staff for getting the Zoom set up so that both he and Director Levesque could join face-to-face.

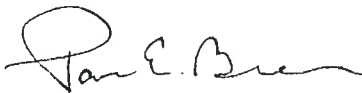
**XVI. Adjournment:**

Director Allard moved the motion and Director Anderson seconded to adjourn the Board meeting. Meeting adjourned at **10:43 a.m.**

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

**XVII. Press Questions:**

Respectfully submitted,



Paul E. Brean  
Executive Director



## MOTION – VI.

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors hereby grants Lonza Biologics, Inc. (“Lonza”) a two (2) year extension to obtain a building permit for its parking expansion project approved by the PDA Board at its December 2019 meeting and thereby waives the requirements of Part 407.01(a) of the PDA Site Plan Review Regulations as strict conformity would pose an unnecessary hardship to the applicant and a waiver would not be contrary to the spirit and intent of the regulations; all in accordance with the terms and conditions set forth in the memorandum from Maria J. Stowell, P.E. Manager – Engineering, dated November 4, 2020 attached hereto.

**Note: Roll Call vote required**

N:\RESOLVES\2020\Lonza Waiver for Parking 11-19-2020.docx





**MEMORANDUM**

To: Paul E. Brean, Executive Director *PEB*  
 From: Maria J. Stowell, P.E., Engineering Manager *Maria*  
 Date: November 4, 2020  
 Subject: Lonza Site Plan Approval Waiver

In December of last year, the Board approved the attached concept plan submitted by Lonza requesting a parking lot expansion. Lonza proposed adding a total of sixty parking spaces at three separate locations on its 17.1 acre lot at 101 International Drive. In January, the City of Portsmouth’s Planning Board voted to recommend site review approval for the parking expansion. The approval became final on February 1, 2020 in accordance with PDA Site Plan Regulations Part 404.02(h).

Due to circumstances associated with the pandemic, Lonza was unable to begin construction of the parking expansion this year. PDA’s Site Plan Regulations require that an applicant obtain a (building) permit within one year of site review approval. Absent permitting, or other project initiation, the approval would lapse (Part 407.01(a)).

Lonza would like to proceed with the parking expansion, however it will not be able to start the project before the site review approval lapses. Lonza is asking that the Board waive the requirement of Part 407.01(a) and allow the construction to begin beyond the specified time period. The Board may waive any portion of the Site Review regulations when, in its opinion, strict conformity would pose an unnecessary hardship to the applicant and a waiver would not be contrary to the spirit and intent of the regulations. (Part 403.03(a))

In consideration of the hardships of the past months, Lonza’s waiver request is reasonable and delaying the parking expansion would not be contrary to the spirit and intent of the Site Review regulations.

At the November 19<sup>th</sup> Board meeting, please seek the requisite Board approval to grant an extension to Lonza’s Site Review Approval.

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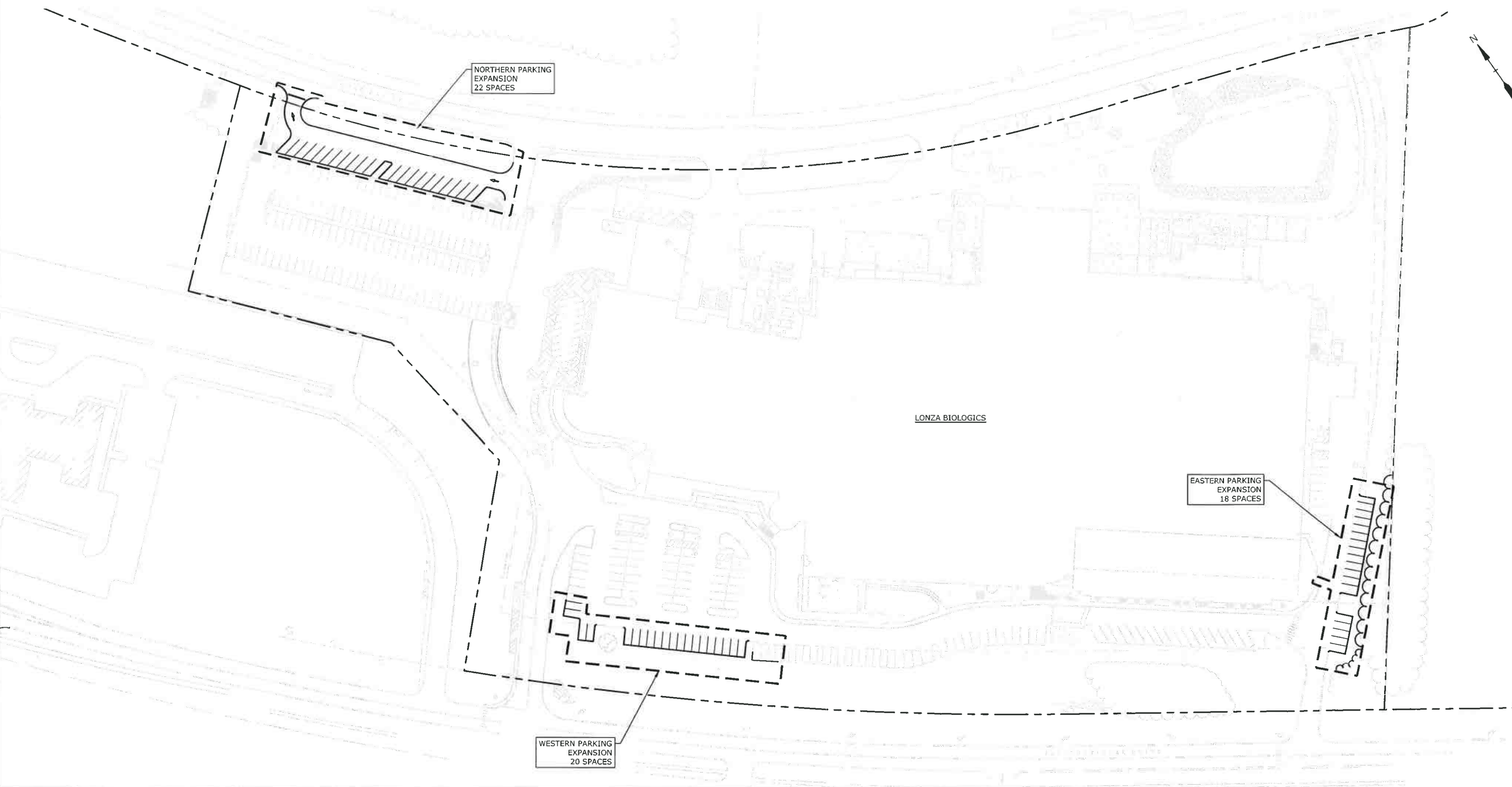


**SITE DATA BLOCK**  
 LESSOR: PEASE DEVELOPMENT AUTHORITY  
 55 INTERNATIONAL DRIVE  
 PORTSMOUTH NH, 03801  
 APPLICANT: LONZA BIOLOGICS, INC.  
 101 INTERNATIONAL DRIVE  
 PORTSMOUTH NH, 03801  
 LOCATION: 101 INTERNATIONAL DRIVE  
 PORTSMOUTH NH, 03801  
 MAP 305 LOT 6  
 ZONING DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)  
 PROPOSED USES: OFFICE/MANUFACTURING/RESEARCH AND DEVELOPMENT

AREA, YARD, AND HEIGHT REQUIREMENTS		
	REQUIRED/ALLOWED	PROPOSED/PROVIDED
MINIMUM LOT AREA	5 ACRES	17.1 ACRES
MINIMUM LOT FRONTAGE	200 FEET	1038 FEET
MINIMUM FRONT YARD	70 FEET	118± FEET
MINIMUM SIDE YARD	30 FEET	30± FEET (EXISTING)
MINIMUM REAR YARD	50 FEET	50± FEET (EXISTING)
MAXIMUM BUILDING HEIGHT	FAA CRITERIA	86 FEET
MINIMUM OPEN SPACE	25% OF LOT AREA	34.2%

**MINIMUM PARKING REQUIREMENTS**  
 REQUIRED PARKING = 2 SPACES PER 3 EMPLOYEES ON LARGEST SHIFT  
 PLUS ONE SPACE PER COMPANY OWNED VEHICLE

**PARKING SUMMARY**  
 LARGEST SHIFT = 740 EMPLOYEES  
 COMPANY OWNED VEHICLE = 1  
 PARKING SPACES REQUIRED = 1 + (2/3) X (740) = 493 SPACES  
 PARKING SPACES PROVIDED = 581 SPACES  
 HANDICAP ACCESSIBLE SPACES PROVIDED = 11 SPACES



**DRAFT**

**Parking Expansion**

Lonza Biologics

Portsmouth, NH

MARK	DATE	DESCRIPTION
A		TAC Submission
PROJECT NO: L-0700-019		
DATE: November 13, 2019		
FILE: L-0700-019-C-DSGN.DWG		
DRAWN BY: BKC		
CHECKED: NAH/PMC		
APPROVED: BLM		

OVERALL SITE PLAN AND GENERAL NOTES

SCALE: AS SHOWN

Last Saved: 12/4/2019 10:12:31 AM By: M.Hester  
 File: C:\Projects\11-0700-Lonza Biologics Expansion\11-0700-Lonza Biologics Expansion.dwg  
 Title: Parking Expansion Drawings Figures\AutoCAD\Sheet\11-0700-019-C-DSGN.dwg



PEASE DEVELOPMENT AUTHORITY  
Monday, November 16, 2020


GOLF COMMITTEE  
AGENDA

**Time:** 8:30 a.m.  
**Place:** 55 International Drive, Pease International Tradeport  
Portsmouth, New Hampshire

**AGENDA**

- I. Call to Order
  - II. Acceptance of Meeting Minutes: September 14, 2020\*
  - III. Public Comment
  - IV. Old Business
    - A. Reports
      1. Proposed CIP 2021
        - Rough Mower
        - Utility carts
        - Bathrooms
  - V. New Business
    - A. Reports
      1. Golf Car Bid \*
      2. Tee Time Booking Policy \*
  - VI. Upcoming Meetings
    - Board of Directors November 19, 2020 @ 8:30 a.m.
- All meetings begin at 8:30 a.m. unless otherwise posted.**
- VII. Adjournment

VIII. Press Questions

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







## MOTION – VII.B.

Director Anderson:

In accordance with the recommendation of the Pease Development Authority (“PDA”) Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Five Star Golf Cars and Utility Vehicles (“Five Star”) the lowest qualified bidder for lithium battery powered golf cars, in an amount not to exceed One Hundred Twenty-Four Thousand Three Hundred Eight Dollars (\$124,380.00) per year for a period of five (5) years (including an option terminate the Contract at the end of four (4) years at the sole discretion of the PDA) for the lease and servicing of 90 (ninety) golf cars as described in the memo by Scott DeVito, Golf Course General Manager, dated November 10, 2020 attached hereto.

**Note: Roll Call vote required**

N:\RESOLVES\2020\Golf Car Bid -11-19-20.docx



## MEMORANDUM

To: Paul Brean, Executive Director *PAB*

From: Scott DeVito, PGA General Manager *SD*

Date: November 10, 2020

Subject: Golf Car Lease

This memo is a request to seek permission from the PDA Board of Directors to enter into a 5-year lease agreement with Five Star Golf Cars and Utility Vehicles ("Five Star") of 1165 Union Avenue, Laconia, NH 03246, with a PDA option to terminate after 4 years, to provide 90 lithium battery powered golf cars and a service agreement.

The Golf Course sought bids for three distinct types of golf cars: DC battery powered; AC battery powered; and lithium battery powered and reserved the right to select the lowest qualified bidder based on the type of car chosen. The bids received were as follows:

Company	Option - DC	Option - AC	Option - Lithium	Annual Cost
Country Club Enterprises	NB	NB	NB	
Yamaha Golf	NB	\$1,237.68	NB	\$111,390.00
Five Star Golf Cars	\$1,131.00	\$1,258.00	\$1,382.00	\$124,380.00

Following a review of the submitted bids, staff is recommending the lithium battery option and proceeding with the lowest qualified lithium battery bid. Specifically, Five Star will provide their RXV Elite golf car. The golf cars will be equipped with a single Elite Lithium battery. The Elite Lithium battery option will save the golf operation an estimated average of \$7,000.00 in annual electricity costs with two to three hours shorter charge time, and provide the ability to charge on off peak hours at a lower kilowatt hour rate. In addition, lithium battery powered cars will require less staff maintenance and provide more consistently reliable and smoother operation for staff and customers. It has always been a safety concern for staff to fill the standard golf car lead acid batteries and maintain battery terminal corrosion. Lithium batteries do not require water, and there are no battery terminals to maintain, eliminating the risk to staff while performing routine maintenance. As such, staff concludes that lithium battery powered golf cars are in the best interests of the PDA.

## **Golf Car Fleet Product Options**

### **The DC motor:**

- The brush-and-commutator arrangement of DC motors is subject to increased wear and greater failure rates.
- Commutators partially convert direct current by reversing each time the coil moves the magnetic field's plane, which mimics alternating current, so starting with alternating current is more efficient.
- The windings on DC motor stators generate heat that requires challenging technology to dissipate, which includes oil cooling, etc.
- Commutator arcing is a common problem.
- Horsepower and torque can't match those of AC motors.


### **The AC motor:**

- Improved braking power when traveling downhill
- Lower maintenance costs
- Higher RPM rates that generate higher top speeds
- More power for climbing hills and carrying heavy loads
- Faster acceleration
- Less internal friction, which means fewer repairs and parts replacements
- More energy-efficient according to independent studies that show AC motors are up to 39 percent more efficient
- Greater programming complexity
- Control of motor speed using pedal position instead of electronic speed controllers

### **Lithium Battery:**

- Fully charge in 2-3 hours (vs. 8 – 10 traditional Lead-Acid batteries)
- They live longer (3x – 5x longer) than traditional lead acid batteries
- They are light (reduced battery weight of golf car 300lbs = more efficient car)
- Require no maintenance (no adding water, clean corrosion, or check acid levels)
- Lithium-Ion batteries do not lose power as voltage dips



Date: November 6, 2020  
To: Paul Brean, Executive Director  
From: Irv Canner, Director of Finance   
Subject: Executive Summary- Financial Reports

In anticipation of the upcoming November 19<sup>th</sup> Pease Development Authority Board meeting, the following is an Executive Summary of the two financial reports for your review and comment:

**Report #1- Financial Report for the Three-Month Period Ending September 30, 2020**

As is the case in the first quarter of the new fiscal year, budget variances typically underrun primarily due to the extensive cut-off procedures associated with the prior year audit engagement. At this time, there are no meaningful trends that have been identified that would challenge the FY 2021 operating budget.

Actual operating revenues of \$5.1 million are above budget primarily due to the increase in fee revenues associated with wharfage and dockage, golf course related public play revenues and Grill 28 concession fees. Slightly offsetting these revenue gains were the decreased fuel revenues associated with the reconstruction of the Portsmouth Fish Pier wall as well as pay for parking revenues at PSM.

Actual operating expenses of \$3.2 million are below budget primarily due to expense under runs in marketing, utilities and the cost of fuel at the Portsmouth Fish Pier. Offsetting these underruns, budget overruns have been in employee benefits associated with the New Hampshire Retirement System.

The resulting Operating Income of \$1.9 million is \$1,203,000 greater than expected which directly contributed to our ability to address internal working capital requirements and somewhat minimize the need to draw-down from the \$15,000,000 Revolving Line of Credit (RLOC) with the Provident Bank.

**Business Unit Performance**

**Portsmouth Airport**

Operating revenues total \$431,000 which is above budget by \$23,000. The primary reason is the budget variance was the applicable FY 2021 Cares Act funding. Off setting this positive variance were budget underruns in pay for parking revenues and fuel flowage fees. Current enplanements of 29,586 are less than the prior year to date (98,387) due, in part, to the Covid 19 pandemic.

**Skyhaven Airport**

Operating revenues total \$ 77,000 which is above budget by \$16,000. The primary reason for the favorable variance was primarily due to higher fuel sales of 8,893 gallons versus 5,755 gallons on a fiscal year to date basis. Cumulative net cash flow losses, since accepting the operational responsibilities for Skyhaven Airport during FY 2009, now total approximately \$1.7 million.

**Report #1- Financial Report for the Three-Month Period Ending September 30, 2020** (continued)

**Business Unit Performance** (continued)

**Tradeport**

Operating revenues total \$2,442,000 which is above budget by 5.8%. The primary reason for the favorable variance is associated with rental of facilities.

**Golf Course**

Operating revenues total \$1,487,000 which is above budget. The primary reasons are associated with public play at the golf course. A total of 52,735 rounds were played through September versus 49,297 rounds the prior season. Gross revenues at the Grill 28 of \$621,000 are somewhat less (7.5%) than the prior three-month period ending September 30, in part, due to the Covid 19 pandemic.

**Division of Ports and Harbors**

Unrestricted operating revenues total \$644,000 which is slightly less than budgeted revenues of \$699,000. The lost fuel sales at the Portsmouth Fish Pier have been offset by incremental wharfage and dockage fee revenue.

**Balance Sheet** (Page #8)

Total current assets are \$14.7 million consisting primarily of \$4.3 million in unrestricted cash and \$10.0 million in accounts receivables. Net cash balances (PDA \$2.5 million and DPH \$1.8 million) have decreased by \$933,000 since June 30, 2020 due to the following activities:

Operating Income	\$ 1,904,000
RLOC Line of Credit Draw Down	4,500,000
Grant Funding	2,581,000
Accounts Payable	(3,176,000)
Capital Expenditures	(7,162,000)
Accounts Receivables	(144,000)
All Other- Net	<u>564,000</u>
Total	<u>\$ (933,000)</u>

**Report #1- Financial Report for the Three-Month Period Ending September 30, 2020** (continued)

**Balance Sheet** (Page #8)

The majority of the accounts receivable balances can be attributable to federal or state construction activities. Also included in the accounts receivable balance is \$1.6 million awarded to the PDA specific to the CARES Act funding through the Federal Aviation Administration.

Restricted assets total approximately \$1.5 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million. At present, there are 22 participant loans outstanding.

Capital assets have increased approximately \$5.9 million to \$81.4 million primarily due to the extensive capital improvements at PSM including the terminal expansion and runway reconstruction project. During the three-month period ending September 30, the more significant capital expenditures included:

• PSM Runway Reconstruction Project	\$ 3,930,000
• PSM Terminal Expansion	2,476,000
• PSM Alpha South Hold Bay	330,000
• DPH Main Pier BUILD Grant	199,000
• PSM Eldorado Bus	72,000
• All Other	<u>155,000</u>
Total	\$ <u>7,162,000</u>

Total current liabilities are approximately \$11.7 million, representing a \$1.1 million increase from June 30, 2020. Accounts payables represent \$6.7 million, reflecting a \$3.2 million decrease from June 30, 2020. In addition, during the quarter we requested a \$4.5 million draw down from our RLOC at the Provident Bank to help offset the cash needs in supporting of the two primary capital projects at PSM.

Updated net pension and OPEB liability for the PDA at June 30, 2020 total \$9.8 million which is a \$1.9 million decrease from the prior year. The 16.2% reduction was associated with the investment returns of plan assets being in excess of targeted benchmarks and changes in assumptions. The New Hampshire Retirement System reported a 1.1% return on investments in the fiscal year ended June 30, 2020.

As noted on page #5, the current PDA Organization Chart reflects 64 filled benefited positions and 2 open benefited positions.

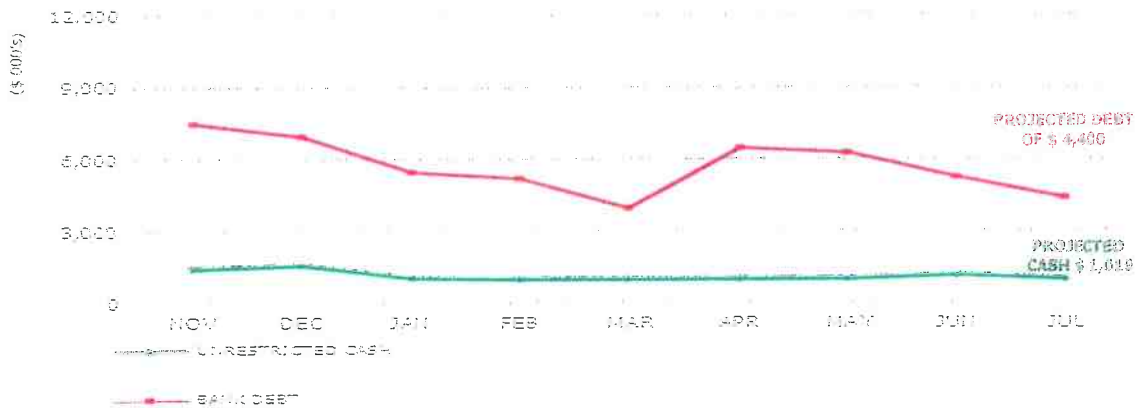
**Report #2- Cash Flow Projections for the Nine Month Period Ending July 31, 2021**

During the next nine-month period internal cash flow projections are dominated by approximately \$21.9 million in capital expenditures primarily in support of the PSM Runway Reconstruction Project and the PSM Terminal Expansion. Of these monies, \$13.6 million will be grant funded requiring the PDA to draw upwards of \$7.5 million through our \$15.0 million RLOC with the Provident Bank. Based on current expectations of actual grant reimbursements during this period, the net debt outstanding is projected at \$4.4 million at July 31, 2021.

Revenue projections have been modified due to the coronavirus environment as associated with the reopening of the golf course and Grill 28 operations. To a lesser extent PSM Pay for Parking revenues and fuel flowage fees are also anticipated to be less than budgeted.

Page # 3 provides the detailed monthly cash flow projections noting the minimum cash balances remain at approximately \$1.0 million to allow the PDA to address its ongoing working capital requirements. Again, a critical component in developing these cash flow projections is the timely reimbursement process associated with grant funded capital projects in the total amount of \$15.3 million.

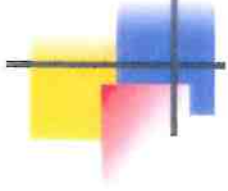
**PROJECTED CASH AND DEBT BALANCES**



Through September 30, 2020 the PDA accessed \$4.5 million from the \$15.0 million RLOC with the Provident Bank at a rate of approximately 2.9%. However, subsequent to September the \$4.5 million has been fully repaid due to receipt of reimbursable federal monies. Current available funds under the RLOC are \$15.0 million.

At your convenience, I would be pleased to address any questions or supplemental information you may need.





# **FY 2021 FINANCIAL REPORT FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020**



**BOARD OF DIRECTORS MEETING  
NOVEMBER 19, 2020**



# CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES <sup>2</sup>

## FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020

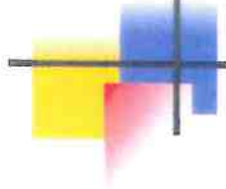
(\$ 000's)

### BUDGET VARIANCE ANALYSIS

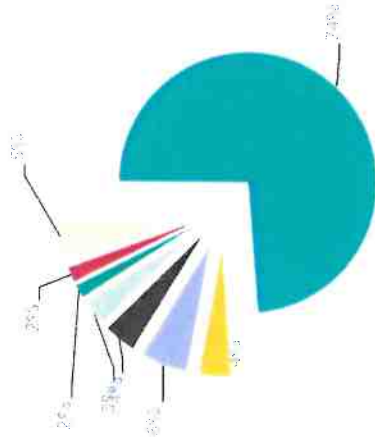
- OPERATING REVENUES-  
**HIGHER BY 22.4 % ...**
- TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES / DECREASES IN:
  - GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED. COVID 19 IMPACT
  - CONCESSION REVENUES FROM GRILL 26 SALES- COVID 19 IMPACT
  - CONSUMER PRICE INDEX LESS THAN BUDGETED
  - RYE AND HAMPTON FUEL SALES OFFSET BY PPP FUEL DELIVERY LOSS
- OPERATING COSTS  
**LOWER BY 7.7 %...**
  - DPH AND DAW FUEL EXPENSE HIGHER TO OFFSET FUEL SALES AT MOUTSMOUTH FISH PIER
  - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED- OPEB IMPACT
  - DELAY IN RECEIVING FY 2021 VENDOR INVOICING
  - COMPREHENSIVE FY 2020 YEAR END CUT-OFF PROCEDURES (JULY-AUGUST)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
<b>OPERATING REVENUES (PAGE #3)</b>	<b>5,115</b>	<b>4,179</b>	<b>936</b>	<b>16,301</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)	1,887	1,826	61	7,180
BUILDINGS AND FACILITIES MAINTENANCE	310	608	(298)	2,411
GENERAL AND ADMINISTRATIVE (PAGE #6)	349	322	27	4,321
UTILITIES (PAGE #6)	197	210	(13)	839
PROFESSIONAL SERVICES (PAGE #6)	136	131	5	524
MARKETING AND PROMOTION	16	100	(84)	400
ALL OTHER (PAGE #6)	215	281	25	1,124
<b>OPERATING INCOME</b>	<b>1,904</b>	<b>701</b>	<b>1,203</b>	<b>2,502</b>
<b>NONOPERATING (INCOME) AND EXPENSE (PAGE #7)</b>				
DEPRECIATION	1,305	1,585	(280)	6,244
<b>NET OPERATING INCOME</b>	<b>597</b>	<b>(972)</b>	<b>1,569</b>	<b>(4,193)</b>

# CONSOLIDATED OPERATING REVENUES FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020



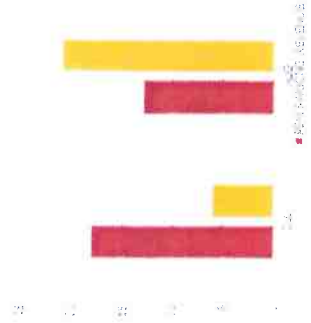
FEE REVENUES YEAR TO DATE



(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	2,740	2,641	99	10,543
FEE REVENUES (SEE FEE CHART)	1,783	889	894	4,040
FUEL SALES (SEE TABLE BELOW)	223	358	(135)	764
CONCESSION REVENUE	112	143	(31)	386
GOLF MERCHANDISE	120	59	61	235
ALL OTHER- NET	137	89	48	333
	<b>5,115</b>	<b>4,179</b>	<b>936</b>	<b>16,301</b>

PSM YEAR TO DATE	ACTUAL	BUDGET
PARKING	39	92
FUEL FLOWAGE	40	88

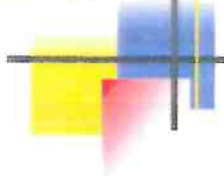


- GOLF FEES
- FISHING FEES
- RENTAL OF FACILITIES
- GOLF MEMBERSHIPS
- PARKING FEES
- FUEL FLOWAGE
- ALL OTHER

FUEL SALES-	ACTUAL	BUDGET	BUDGET VARIANCE
PORTSMOUTH FISH PIER	-	87	(87)
RYE HARBOR	76	90	(14)
HAMPTON HARBOR	104	153	(49)
SKYHAVEN AIRPORT	43	28	15
	<b>223</b>	<b>358</b>	<b>(135)</b>

# CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020

(\$ 000's)



	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
<b>PERSONNEL SERVICES</b>				
BENEFITED	1,092	990	102	4,137
NONBENEFITED	212	287	(75)	804
OVERTIME	51	51	-	235
ACCRUED VACATION/ SICK	5	-	5	-
	<b>1,360</b>	<b>1,328</b>	<b>32</b>	<b>5,176</b>
CHARGE OUT	(15)	-	(15)	-
	<b>1,345</b>	<b>1,328</b>	<b>17</b>	<b>5,176</b>
<b>FRINGE BENEFITS</b>				
HEALTH INSUR	321	299	22	1,198
RETIREMENT	192	174	18	708
DENTAL INSURANCE	18	18	-	70
LIFE INSURANCE	31	7	4	28
	<b>542</b>	<b>498</b>	<b>44</b>	<b>2,004</b>
CHARGE OUT	-	-	-	-
	<b>542</b>	<b>498</b>	<b>44</b>	<b>2,004</b>
	<b>1,887</b>	<b>1,826</b>	<b>61</b>	<b>7,180</b>

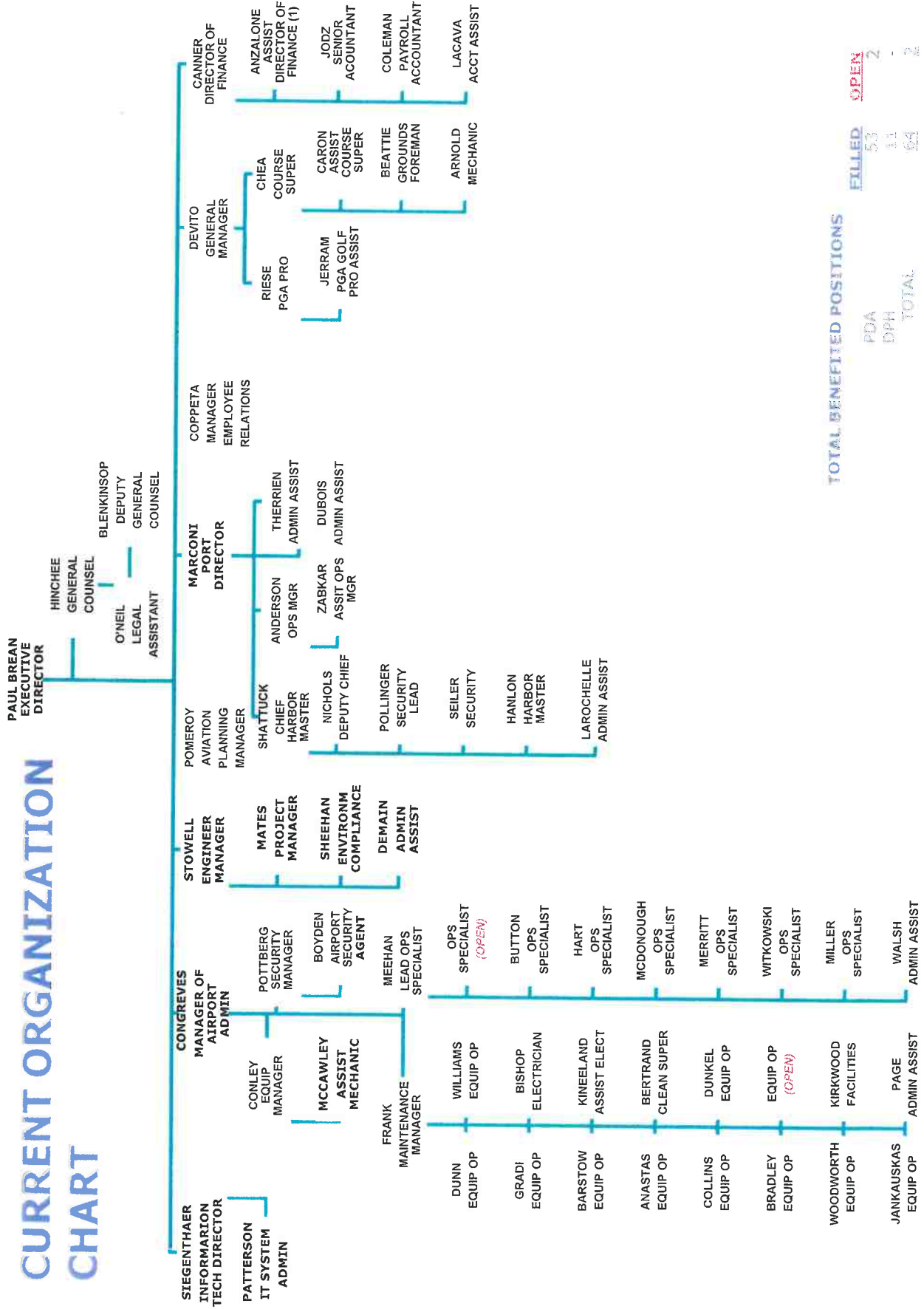
## CURRENT STAFF ANALYSIS ( FILLED POSITIONS)

	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
MAINTENANCE	-	18	1	1	20
PSM AIRPORT	3	9	11	-	23
PORT AUTHORITY	1	10	4	13	28
GOLF COURSE	3	4	-	27	44
FINANCE	3	2	-	-	5
ENGINEERING	3	1	-	-	4
LEGAL	2	1	-	-	3
DAW AIRPORT	-	-	2	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	1	-	-	-	1
EXECUTIVE	1	-	-	-	1
	<b>18</b>	<b>46</b>	<b>18</b>	<b>51</b>	<b>133</b>

## FILLED BENEFITED POSITIONS



# CURRENT ORGANIZATION CHART



## TOTAL BENEFITED POSITIONS

FILLED	53
OPEN	2
PDA	11
DPH	11
TOTAL	64

NOTE: (OPEN) REPRESENTS TRANSITIONAL POSITION



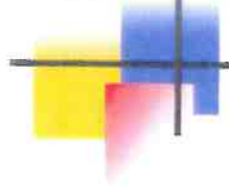
# CONSOLIDATED OTHER OPERATING EXPENSES FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020

(\$ 000's)

GENERAL AND ADMINISTRATIVE	YEAR TO DATE		YEAR TO DATE		CURRENT YEAR BUDGET	CURRENT YEAR VARIANCE	PROFESSIONAL SERVICES	YEAR TO DATE		CURRENT YEAR	
	ACTUAL	BUDGET	ACTUAL	BUDGET				ACTUAL	BUDGET	VARIANCE	BUDGET
FIGA	101	98	3	397							
INSURANCE	58	53	5	283			LEGAL	58	82	(24)	327
TELEPHONE / COMMUNICATIONS	33	31	2	58			INFORMATION TECHNOLOGY	34	20	14	82
COMPUTER EXPENSES	25	14	11	55			EXTERNAL AUDIT	35	17	18	69
BANK FEES	47	16	31	64			ALL OTHER- NET	2	12	(12)	46
ALL OTHER-NET	85	110	(25)	454				<b>136</b>	<b>131</b>	<b>5</b>	<b>524</b>

UTILITIES	YEAR TO DATE		YEAR TO DATE		CURRENT YEAR BUDGET	CURRENT YEAR VARIANCE	ALL OTHER	YEAR TO DATE		CURRENT YEAR	
	ACTUAL	BUDGET	ACTUAL	BUDGET				ACTUAL	BUDGET	VARIANCE	BUDGET
ELECTRICITY	102	123	(21)	530			FUEL	141	177	(36)	709
WATER	52	30	22	126			GOLF MERCHANDISE	87	45	42	180
WASTE DISPOSAL	36	35	1	145			COAST TROLLEY	20	30	(10)	120
NATURAL GAS	2	13	(11)	28			GOLF CART LEASE	68	29	39	115
PROPANE AND OIL	5	9	(4)	10				<b>316</b>	<b>281</b>	<b>35</b>	<b>1,124</b>

# CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020



(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	4	95	(91)	380	
INTEREST INCOME AND OTHER	(2)	(7)	5	(29)	
	<b>2</b>	<b>88</b>	<b>(86)</b>	<b>351</b>	
					<b>INTEREST EXPENSE</b>
					YEAR TO DATE
					4
					FISCAL BUDGET
					380
					PROVIDENT BANK- RLOC





## SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF SEPTEMBER 30, 2020

(\$ 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	1,172	(78)	1,083	11	11
PSM RUNWAY 16-34 RECONSTRUCTION (AIP 64)	07-06-19	24,035	17,369	9,935	(447)	2,860	6,578	3,351
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	1,009	(51)	938	20	-
PSM ALPHA SOUTH HOLD BAY (AIP 67)	-	-	-	756	(38)	-	718	556
PSM AIR NATIONAL GUARD TAXIWAY PROJECT	-	2,500	2,500	2,386	-	2,386	-	-
PSM TERMINAL BUILDING EXPANSION (AIP 62)	11-01-18	1,730	1,644	272	(39)	82	151	-
PSM RECONSTRUCT RUNWAY 16-34 (AIP 66)	06-27-19	2,263	2,111	1,843	(156)	1,607	80	-
PSM RUNWAY 16-34 REIMBURSABLE SUPPORT (AIP 65)	05-01-19	144	137	144	(7)	123	14	-
PSM CARE5 ACT (AIP 68)	-	1,607	1,607	1,607	-	-	1,607	1,607
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	09-22-16	1,830	1,738	1,783	(89)	1,694	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	58	58	58	-	58	-	-
DPH RYE HARBOR DREDGING	-	-	586	586	-	585	1	1
DPH FUNCTIONAL REPLACEMENT - BARGE DOCK	-	5,000	-	1,283	-	1,267	16	16
DPH MAIN PIER REHABILITATION	-	5,003	-	199	-	8	191	191
DPH HAMPTON HARBOR DREDGING	-	118	-	95	-	95	-	-
DPH PFP REPAIR AND CONSTRUCTION	-	3,250	-	306	-	265	41	41
							<b>9,428</b>	<b>5,774</b>



# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-20	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-20
<b>PORTSMOUTH AIRPORT</b>					
TERMINAL EXPANSION (NON-GRANT)	4,910	2,132	-	2,132	7,042
RUNWAY 15-34 DESIGN (AIP 58)	4	30	(34)	(4)	-
ELEOPAGO BUS	-	72	(72)	-	-
RUNWAY 10-34 RECONSTRUCTION (AIP 64)	7,048	3,940	-	3,940	10,988
TERMINAL EXPANSION (AIP 66)	1,880	168	-	168	2,048
TERMINAL EXPANSION (AIP 62)	96	176	-	176	272
OBSTRUCTION REMOVAL (AIP 60)	-	9	(9)	-	-
ALPHA SOUTH HOLD BAY (AIP 67)	-	330	(330)	-	-
	<u>13,938</u>	<u>6,857</u>	<u>(445)</u>	<u>6,412</u>	<u>20,350</u>



# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-20	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-20
<b>SKYHAVEN AIRPORT</b>					
<b>GOLF COURSE</b>	-	-	-	-	-
<b>ADMINISTRATION</b>	-	-	-	-	-
<b>MAINTENANCE</b>	-	-	-	-	-
CHEVROLET TAHOE	-	38	(38)	-	-

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-20	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-20
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,267	16	-	16	1,283
PEP BULKHEAD REPAIR AND CONSTRUCTION	262	44	-	44	306
HVAC SECURITY SHACK	-	8	(8)	-	-
MAIN PIER (BUILD GRANT)	-	199	-	199	199
	<u>1,529</u>	<u>267</u>	<u>(8)</u>	<u>259</u>	<u>1,788</u>
<b>TOTAL</b>	<u>15,467</u>	<u>7,162</u>	<u>(491)</u>	<u>6,671</u>	<u>22,138</u>

# LONG TERM LIABILITIES AS OF SEPTEMBER 30, 2020

(\$ 000's)

## SCHEDULE OF LONG TERM LIABILITY REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	STATE OF NEW HAMPSHIRE (1)
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM (1)	-	182	182	2021	-
STATE OF NEW HAMPSHIRE	-	252	252	2022	91
				2023	91
					182
ACCRUED SICK LIABILITY	-	101	101	PAID IN FY 2021	-
	-	<u>535</u>	<u>535</u>		<u>182</u>

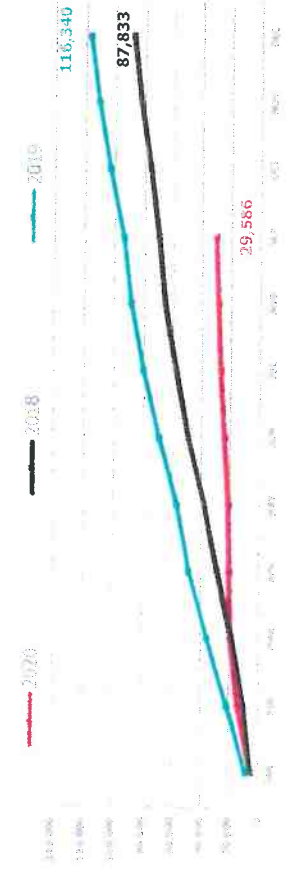
**NOTE:**  
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

# STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>				
FACILITIES RENTAL	200	215	(15)	844
PAY FOR PARKING	39	92	(53)	442
FUEL FLOWAGE	40	68	(48)	270
AVIATION FEES	-	-	-	90
CONCESSION REVENUES	4	8	(4)	71
ALL OTHER	148	5	143	22
	<u>431</u>	<u>408</u>	<u>23</u>	<u>1,739</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	203	196	7	810
BUILDINGS AND FACILITIES MAINTENANCE	88	180	(92)	723
GENERAL AND ADMINISTRATIVE	84	81	3	325
UTILITIES	58	104	(46)	416
PROFESSIONAL SERVICES	6	6	-	24
MARKETING AND PROMOTION	10	35	(25)	139
ALL OTHER	-	-	-	-
	<u>449</u>	<u>602</u>	<u>(152)</u>	<u>2,437</u>
<b>OPERATING INCOME</b>	<b>(18)</b>	<b>(194)</b>	<b>175</b>	<b>(698)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>				
DEPRECIATION	690	975	285	3,800
<b>NET OPERATING INCOME</b>	<b>(708)</b>	<b>(1,169)</b>	<b>461</b>	<b>(4,498)</b>

**ENPLANEMENT DATA**



# STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020 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
<b>OPERATING REVENUES</b>								
FACILITIES RENTAL	34	33	1	125	77	61	16	194
FUEL SALES	43	28	15	64	7	12	(5)	48
ALL OTHER	-	-	-	5	7	16	(9)	66
	<b>77</b>	<b>61</b>	<b>16</b>	<b>194</b>				
<b>OPERATING EXPENSES</b>								
PERSONNEL SERVICES AND BENEFITS					7	12	(5)	48
BUILDINGS AND FACILITIES MAINTENANCE					7	16	(9)	66
GENERAL AND ADMINISTRATIVE					10	9	1	37
UTILITIES					3	8	(5)	31
PROFESSIONAL SERVICES					4	1	3	5
MARKETING AND PROMOTION					-	-	-	-
ALL OTHER- FUEL					27	13	14	50
	<b>58</b>	<b>52</b>	<b>6</b>	<b>237</b>	<b>58</b>	<b>52</b>	<b>6</b>	<b>237</b>
<b>OPERATING INCOME</b>	<b>19</b>	<b>9</b>	<b>10</b>	<b>(43)</b>	<b>19</b>	<b>9</b>	<b>10</b>	<b>(43)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>								
DEPRECIATION					136	134	2	535
<b>NET OPERATING INCOME</b>	<b>(117)</b>	<b>(132)</b>	<b>15</b>	<b>(578)</b>	<b>(117)</b>	<b>(132)</b>	<b>15</b>	<b>(578)</b>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>				
FACILITIES RENTAL	34	33	1	125
FUEL SALES	43	28	15	64
ALL OTHER	-	-	-	5
	<b>77</b>	<b>61</b>	<b>16</b>	<b>194</b>

	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
<b>GALLONS OF FUEL SOLD</b>				
FY 2021	3,794	8,893	8,893	\$ 4.58
FY 2020	1,646	5,755	13,344	4.79

	NET CASH FLOW	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
FY 2021		19	-	-	254	273
FY 2020		(70)	(307)	-	58	(319)
FY 2019		(83)	(27)	-	512	402
FY 2019-2018		(909)	(6,792)	(100)	5,725	(2,076)
	<b>(1,043)</b>	<b>(7,126)</b>	<b>(100)</b>	<b>5,549</b>	<b>(1,720)</b>	



# STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020 TRADEPORT

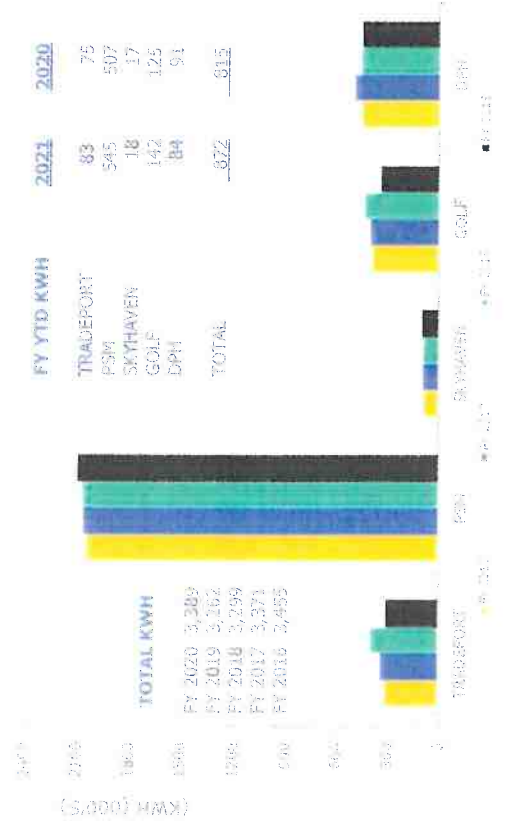


(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>2,442</u>	<u>2,316</u>	<u>126</u>	<u>9,264</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	21	104	(82)	417
GENERAL AND ADMINISTRATIVE	17	14	3	56
UTILITIES	18	25	(7)	102
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	2	-	2	-
ALL OTHER	20	30	(10)	120
<b>OPERATING INCOME</b>	<u>2,364</u>	<u>2,143</u>	<u>221</u>	<u>8,569</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	188	168	-	750
<b>NET OPERATING INCOME</b>	<u>2,176</u>	<u>1,955</u>	<u>221</u>	<u>7,819</u>

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
RENTAL OF FACILITIES	2,394	2,286	108	9,144
ALL OTHER	48	30	18	120
	<u>2,442</u>	<u>2,316</u>	<u>126</u>	<u>9,264</u>

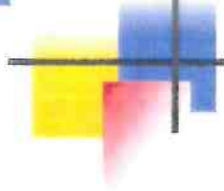
### KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



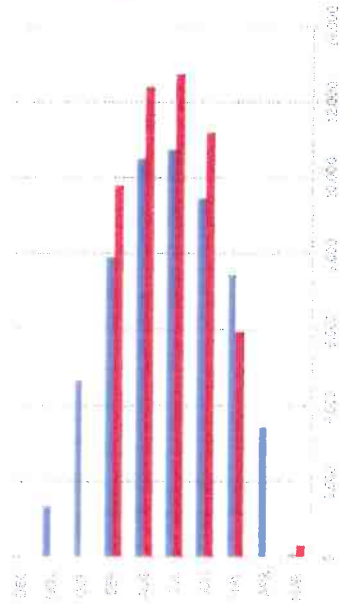




# KEY GOLF COURSE BENCHMARKING DATA



ROUNDS OF GOLF PLAYED (SEASON)



	2020 YTD	2019 YTD	2019 SEASON	2020 SEASON
ROUNDS PLAYED	52,735	49,297	55,321	55,321
RAIN DAYS	16	42	55	55

2020 MEMBER / NON-MEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

	FY 2021	FY 2020
JULY	\$ -	\$ 39
AUGUST	598	-
SEPTEMBER	314	78
OCTOBER	-	1,026
NOVEMBER	-	17,727
DECEMBER	-	24,723
JANUARY	-	27,767
FEBRUARY	-	29,976
MARCH	-	13,624
APRIL	-	-
MAY	-	-
JUNE	-	-
<b>TOTAL</b>	<b>\$ 912</b>	<b>\$ 114,960</b>

GRILL 28 GROSS SALES

	FY 2021	FY 2020
JULY	\$ 204,942	\$ 212,562
AUGUST	225,471	259,154
SEPTEMBER	191,445	199,822
OCTOBER	-	149,117
NOVEMBER	-	107,818
DECEMBER	-	117,993
JANUARY	-	126,165
FEBRUARY	-	107,490
MARCH	-	59,098
APRIL	-	1,083
MAY	-	55,292
JUNE	-	153,970
<b>TOTAL</b>	<b>\$ 620,958</b>	<b>\$ 1,549,574</b>

2020 ROUNDS-SEASON

MEMBER	12,479
NON-MEMBER	40,256
<b>TOTAL</b>	<b>52,735</b>



2019 ROUNDS-SEASON

MEMBER	12,233
NON-MEMBER	27,064
<b>TOTAL</b>	<b>49,297</b>



CLUB/ COURSE FUNCTIONS

	FY 2021 YTD	FY 2020 YTD
GROUPS 12-40	16,551	28,912
TOURNAMENT PLAY	64,401	83,429
LEAGUES	33,909	48,867
FOOD AND ROOM FEES	35,325	85,320

# STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	644	699	(55)	2,429	FACILITY RENTALS	111	106	5	419
OPERATING EXPENSES					CONCESSION REVENUE	3	-	3	-
PERSONNEL SERVICES AND BENEFITS	336	293	43	1,142	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	37	88	(51)	321	MOORING FEES	103	91	12	365
GENERAL AND ADMINISTRATIVE	50	47	3	217	PARKING	48	88	(40)	115
UTILITIES	38	25	13	99	REGISTRATIONS	29	41	(12)	165
PROFESSIONAL SERVICES	11	7	4	26	WHARF / DOCK	111	2	109	550
MARKETING AND PROMOTION	1	1	-	3		291	222	69	1,195
ALL OTHER - FUEL	114	165	(51)	658	FUEL SALES	180	330	(150)	700
	587	626	(39)	2,466	ALL OTHER	59	41	18	115
OPERATING INCOME	57	73	(16)	(37)	TOTAL	644	699	(55)	2,429
NONOPERATING (INCOME) AND EXPENSE	(1)	(1)	-	(2)	BUSINESS UNIT ANALYSIS				
DEPRECIATION	159	151	8	606	RYE HARBOR	122	163	8	132
NET OP INCOME	(101)	(77)	(24)	(641)	HAMPTON HARBOR	117	117	33	119
					PORTSMOUTH FISH PIER	25	25	120	108
					MARKET STREET	46	46	99	(108)
					HARBOR MANAG				
					ADMEN				

**STATEMENT OF OPERATIONS FOR THE THREE MONTH  
PERIOD ENDING SEPTEMBER 30, 2020  
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

(\$ 000's)

FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	HARBOR DREDGING	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
	4	3	(1)	11		23	23	(6)	115
<b>OPERATING REVENUES</b>					<b>OPERATING REVENUES</b>				
<b>OPERATING EXPENSES</b>					<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	BUILDINGS AND FACILITIES MAINTENANCE	-	4	(4)	15
GENERAL AND ADMINISTRATIVE	-	1	(1)	3	GENERAL AND ADMINISTRATIVE	-	2	(2)	7
UTILITIES	-	-	-	-	UTILITIES	-	-	-	1
PROFESSIONAL SERVICES	-	-	-	-	PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	2	2	-	9	MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-	ALL OTHER	-	-	-	-
	2	3	(1)	12		23	23	(6)	23
<b>OPERATING INCOME</b>					<b>OPERATING INCOME</b>	23	23	-	92
<b>NONOPERATING (INCOME) AND EXPENSE</b>					<b>NONOPERATING (INCOME) AND EXPENSE</b>	-	-	-	-
DEPRECIATION	-	-	-	-	DEPRECIATION	25	25	-	100
<b>NET OPERATING INCOME</b>					<b>NET OPERATING INCOME</b>	(2)	(2)	-	(8)



# STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2020 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$, 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	
<b>REVOLVING LOAN FUND</b>	<b>3</b>	<b>10</b>	<b>(7)</b>	<b>41</b>	
<b>OPERATING REVENUES</b>					<b>BALANCE AT 09-30-2020</b>
<b>OPERATING EXPENSES</b>					<b>BALANCE AT 06-30-2020</b>
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	323
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	1	323
UTILITIES	-	-	-	-	82
PROFESSIONAL SERVICES	1	7	(6)	27	815
MARKETING AND PROMOTION	-	-	-	-	997
ALL OTHER	-	-	-	-	1,220
<b>OPERATING INCOME</b>	<b>2</b>	<b>7</b>	<b>(5)</b>	<b>28</b>	<b>73.5</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>	<b>1</b>	<b>3</b>	<b>(2)</b>	<b>13</b>	<b>82.8</b>
DEPRECIATION	-	-	-	-	-
<b>NET OPERATING INCOME</b>	<b>1</b>	<b>3</b>	<b>(2)</b>	<b>13</b>	

**REVOLVING LOAN FUND RECONCILIATION**

	BALANCE AT 09-30-2020	BALANCE AT 06-30-2020
<b>CASH BALANCES</b>		
GENERAL FUNDS	323	210
SEQUESTERED FUNDS	-	-
<b>LOANS OUTSTANDING</b>		
CURRENT	82	175
LONG TERM	815	838
	<b>997</b>	<b>1,013</b>
	<b>1,220</b>	<b>1,223</b>
<b>CAPITAL UTILIZATION RATE- % (*)</b>	<b>73.5</b>	<b>82.8</b>

(\*) EXCLUDES SEQUESTERED FUNDS.



# **CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING JULY 31, 2021**



**BOARD OF DIRECTORS MEETING  
NOVEMBER 19, 2020**

# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW NOVEMBER 1, 2020 TO JULY 31, 2021

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>1,716</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
GRANT AWARDS (SEE PAGE #8)	15,336
TRADEPORT TENANTS	6,765
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	4,400
GOLF COURSE FEE AND CONCESSION REVENUES	1,290
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	885
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	120
	<b><u>28,796</u></b>
<b><u>USES OF FUNDS</u></b>	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	13,584
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#7)	8,361
OPERATING EXPENSES	7,440
MUNICIPAL SERVICE FEE (COP)- NET	75
STATE OF NH- POST RETIREMENT	68
	<b><u>29,528</u></b>

**NET CASH FLOW**

**CLOSING FUND BALANCE**

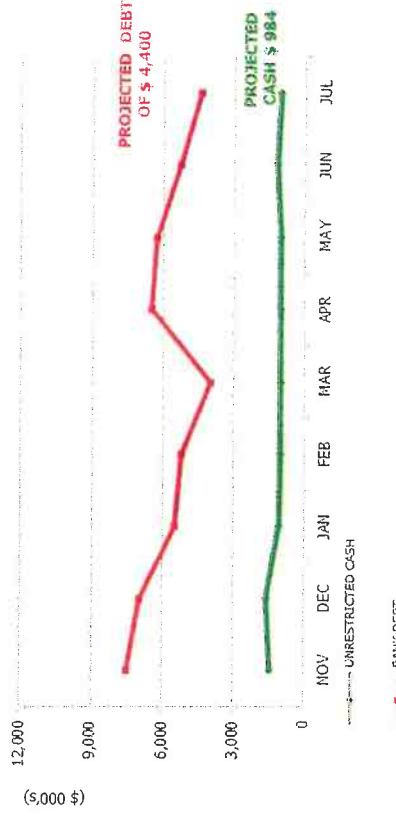
**984**

**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 AND GOLF COURSE REVENUE STREAMS.

**PROJECTED CASH AND DEBT BALANCES**



TOTAL FUND BALANCES	BALANCE AT 10-31-2020	BALANCE AT 06-30-2020
UNRESTRICTED	1,716	3,451
DESIGNATED	14	14
<b>TOTAL</b>	<b><u>1,730</u></b>	<b><u>3,465</u></b>



# PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	<b>1,716</b>	<b>1,460</b>	<b>1,564</b>	<b>1,049</b>	<b>990</b>	<b>988</b>	<b>988</b>	<b>1,037</b>	<b>1,183</b>	<b>1,716</b>
<b>SOURCES OF FUNDS</b>										
GRANT AWARDS (SEE PAGE #8)	1,040	6,482	2,812	940	1,855	75	-	2,090	42	15,336
TRADEPORT TENANTS	740	740	750	755	750	755	755	755	765	6,765
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	125	200	65	50	80	75	180	250	265	1,290
PORTSMOUTH AIRPORT- (PSM)	50	45	45	50	45	45	50	45	45	420
PSM PAY FOR PARKING	20	20	25	25	30	30	35	35	35	250
PSM FLOWAGE FEES	20	25	25	25	20	20	25	25	25	210
SKYHAVEN AIRPORT	13	13	13	13	13	13	14	14	14	120
EXTERNAL FINANCING- NET	7,500	(500)	(1,500)	(300)	(1,200)	2,500	(200)	(1,000)	(900)	4,400
	<u>9,883</u>	<u>7,275</u>	<u>2,485</u>	<u>1,933</u>	<u>1,843</u>	<u>3,763</u>	<u>1,234</u>	<u>2,464</u>	<u>541</u>	<u>31,421</u>
<b>USE OF FUNDS</b>										
CAPITAL- GRANT RELATED (SEE PAGE #4)	8,209	2,880	240	122	-	2,133	-	-	-	13,584
CAPITAL- NONGRANT (SEE PAGES #5-#7)	1,105	1,941	1,910	1,070	1,020	830	370	75	40	8,361
OPERATING EXPENSES	825	1,000	850	800	825	800	815	825	700	7,440
MUNICIPAL SERVICE FEE	-	1,350	-	-	-	-	-	1,350	-	2,700
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	68	-	68
	<u>10,139</u>	<u>7,171</u>	<u>3,000</u>	<u>1,992</u>	<u>1,845</u>	<u>3,763</u>	<u>1,185</u>	<u>2,318</u>	<u>740</u>	<u>32,153</u>
<b>NET CASH FLOW</b>	<b>(256)</b>	<b>104</b>	<b>(515)</b>	<b>(59)</b>	<b>(2)</b>	<b>-</b>	<b>49</b>	<b>146</b>	<b>(199)</b>	<b>(732)</b>
<b>CLOSING FUND BALANCE</b>	<b>1,460</b>	<b>1,564</b>	<b>1,049</b>	<b>990</b>	<b>988</b>	<b>988</b>	<b>1,037</b>	<b>1,183</b>	<b>984</b>	<b>984</b>

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>GRANT REIMBURSEMENT PROJECTS</b>										
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	248	1,200	100	42	-	-	-	-	-	1,590
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	61	150	100	50	-	-	-	-	-	361
RUNWAY 16-34 DESIGN (AIP 58)	90	-	-	-	-	-	-	-	-	90
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	7,800	1,500	10	-	-	2,000	-	-	-	11,310
TW A SOUTH HOLD BAY (AIP 67)	10	10	10	10	-	-	-	-	-	40
PEASE BOULEVARD-ARBORETUM AVE	-	20	20	20	-	-	-	-	-	60
WHEEL LOADER	-	-	-	-	-	133	-	-	-	133
	<u>8,209</u>	<u>2,880</u>	<u>240</u>	<u>122</u>	-	<u>2,133</u>	-	-	-	<u>13,584</u>
<b>SKYHAVEN AIRPORT</b>										
	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>8,209</b>	<b>2,880</b>	<b>240</b>	<b>122</b>	<b>-</b>	<b>2,133</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,584</b>

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NONGRANT REIMBURSEMENT PROJECTS</u></b>										
<b><u>SKYHAVEN AIRPORT</u></b>										
SRE DOORS **	-	-	-	15	-	-	-	-	-	15
REROOFING TERMINAL BUILDING **	-	-	-	-	-	-	-	25	-	25
	=	=	=	<u>15</u>	=	=	=	<u>25</u>	=	<u>40</u>
<b><u>ADMINISTRATION</u></b>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	-	10	-	-	10	-	-	-	20
ENGINEERING PLOTTER **	-	16	-	-	-	-	-	-	-	16
TECHNOLOGY ENHANCEMENTS **	-	-	25	-	-	-	-	25	-	50
MAIN SERVER REPLACEMENT **	-	45	-	-	-	-	-	-	-	45
	=	<u>61</u>	<u>35</u>	=	=	<u>10</u>	=	<u>25</u>	=	<u>131</u>
<b><u>GOLF COURSE</u></b>										
FAIRWAY ROUGH MOWER **	-	-	-	-	-	70	-	-	-	70
UTILITY COSTS **	-	-	-	-	20	-	-	-	-	20
BATHROOM UPGRADES	-	-	40	40	-	-	-	-	-	80
	=	=	<u>40</u>	<u>40</u>	<u>20</u>	<u>70</u>	=	=	=	<u>170</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

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

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b><u>PROJECTS</u></b> (CONTINUED):										
<b><u>PORTSMOUTH AIRPORT</u></b>										
TERMINAL EXPANSION	1,080	1,800	1,820	1,000	1,000	750	370	-	-	7,820
TERMINAL FLOORING- BAGGAGE CLAIM AREA **	-	-	-	-	-	-	-	25	-	25
CAMERA SECURITY UPGRADE**	-	15	-	-	-	-	-	-	-	15
	<b>1,080</b>	<b>1,815</b>	<b>1,820</b>	<b>1,000</b>	<b>1,000</b>	<b>750</b>	<b>370</b>	<b>25</b>	<b>-</b>	<b>7,860</b>

NOTE:  
 \*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY

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

(CONTINUED) (\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NONGRANT REIMBURSEMENT PROJECTS</u></b> <small>(CONTINUED)</small>										
<b><u>TRADEPORT</u></b>										
TRAFFIC MONITORING	10	10	-	-	-	-	-	-	-	20
STORMWATER TREATMENT	15	15	15	15	-	-	-	-	-	60
	<b><u>25</u></b>	<b><u>25</u></b>	<b><u>15</u></b>	<b><u>15</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>80</u></b>
<b><u>MAINTENANCE</u></b>										
VEHICLE FLEET REPLACEMENT **	-	40	-	-	-	-	-	-	40	80
	<b><u>-</u></b>	<b><u>40</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>40</u></b>	<b><u>45</u></b>
<b>TOTAL</b>	<b><u>1,105</u></b>	<b><u>1,941</u></b>	<b><u>1,910</u></b>	<b><u>1,070</u></b>	<b><u>1,020</u></b>	<b><u>830</u></b>	<b><u>370</u></b>	<b><u>75</u></b>	<b><u>40</u></b>	<b><u>8,361</u></b>

NOTE:  
\*\* PENDING BOARD APPROVAL

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

(\$ 000's)

	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>TOTAL</u>
<b><u>PORTSMOUTH AIRPORT</u></b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	264	1,140	95	39	-	-	-	-	1,538
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	122	142	95	48	-	-	-	-	407
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-	75	-	-	-	75
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	850	4,000	1,530	750	11	-	-	1,990	-	9,131
RUNWAY- AIR NATIONAL GUARD	-	2,096	-	-	1,700	-	-	100	-	3,896
TW A SOUTH HOLD BAY	190	-	-	-	-	-	-	-	-	190
PEASE BOULEVARD- ARBORETUM AVE	-	-	-	-	57	-	-	-	-	57
WHEEL LOADER	-	-	-	-	-	-	-	-	42	42
	<u>1,040</u>	<u>6,482</u>	<u>2,812</u>	<u>940</u>	<u>1,855</u>	<u>75</u>	<u>-</u>	<u>2,090</u>	<u>42</u>	<u>15,336</u>
<b><u>SKYHAVEN AIRPORT</u></b>										
TERMINAL APRON DESIGN (SBG-7)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b><u>1,040</u></b>	<b><u>6,482</u></b>	<b><u>2,812</u></b>	<b><u>940</u></b>	<b><u>1,855</u></b>	<b><u>75</u></b>	<b><u>-</u></b>	<b><u>2,090</u></b>	<b><u>42</u></b>	<b><u>15,336</u></b>

# PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

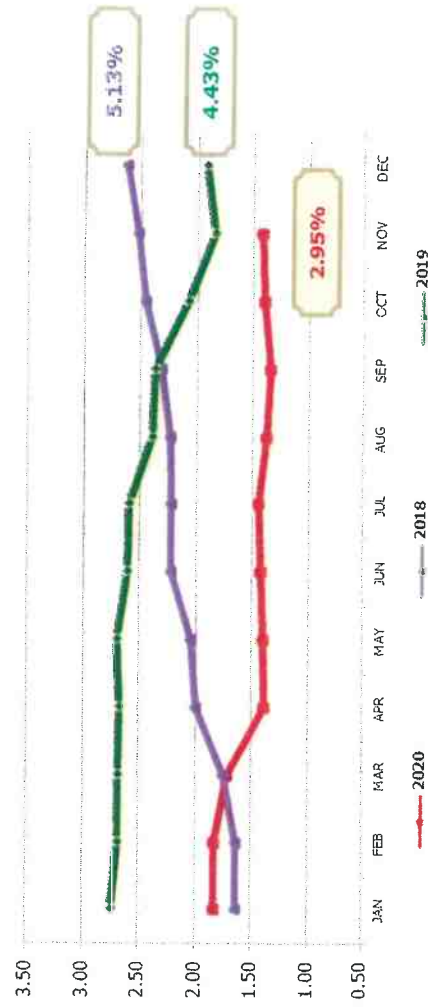
(\$ 000's)

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



<b>OUTSTANDING DEBT ANALYSIS</b>	<b>BALANCE AT 10-30-2020</b>	<b>BALANCE AT 06-30-2020</b>	<b>MATURITY DATE</b>	<b>INTEREST RATE %</b>
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
<b>WEIGHTED AVERAGE</b>	=	=	=	=

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



# DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) NOVEMBER 1, 2020 TO JULY 31, 2021

(\$ 000's)

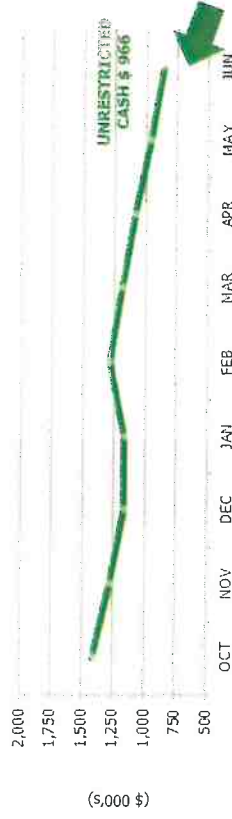
	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>1,602</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
FACILITY RENTALS AND CONCESSIONS	557
FUEL SALES	450
REGISTRATIONS / WHARFAGE	375
MOORING FEES	365
PARKING FEES	95
	<u>1,842</u>
<b><u>USES OF FUNDS</u></b>	
PERSONNEL SERVICES AND BENEFITS	1,510
FUEL PROCUREMENT	426
OPERATING EXPENSES	394
CAPITAL EXPENDITURES AND OTHER	120
STATE OF NH- POST RETIREMENT	28
	<u>2,478</u>
	<u>(636)</u>
<b>NET CASH FLOW</b>	
<b>CLOSING FUND BALANCE</b>	<b><u>966</u></b>

**DISCUSSION**

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUNDS, 2) WORKERS COMPENSATION CLAIMS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.

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

**PROJECTED UNRESTRICTED CASH BALANCES**



	<u>BALANCE AT 10-31-2020</u>	<u>BALANCE AT 06-30-2020</u>
<b>TOTAL FUND BALANCES</b>		
<b>UNRESTRICTED FUNDS</b>	<b>1,602</b>	<b>1,621</b>
<b>DESIGNATED FUNDS</b>	<b>153</b>	<b>152</b>
<b>RESTRICTED FUNDS:</b>		
HARBOR DREDGING	254	233
REVOLVING LOAN FUND	330	207
FOREIGN TRADE ZONE	5	7
	<u>589</u>	<u>447</u>



# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW

### (UNRESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	<b>1,602</b>	<b>1,469</b>	<b>1,355</b>	<b>1,357</b>	<b>1,482</b>	<b>1,372</b>	<b>1,271</b>	<b>1,153</b>	<b>1,040</b>	<b>1,602</b>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS AND CONCESSIONS	60	60	62	62	62	62	63	63	63	557
FUEL SALES	40	40	35	35	35	40	75	75	75	450
MOORING FEES	-	-	100	265	-	-	-	-	-	365
PARKING FEES	10	-	-	-	-	10	20	25	30	95
REGISTRATIONS / WHARFAGE	-	125	-	-	125	-	-	125	-	375
	<u>110</u>	<u>225</u>	<u>197</u>	<u>362</u>	<u>222</u>	<u>112</u>	<u>158</u>	<u>288</u>	<u>168</u>	<u>1,842</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	120	250	120	120	255	125	125	260	135	1,510
FUEL PROCUREMENT	38	38	33	33	33	38	71	71	71	426
UTILITIES	16	17	19	20	20	17	17	17	16	159
GENERAL AND ADMINISTRATIVE	14	14	13	14	14	13	13	13	12	120
BUILDINGS AND FACILITIES	15	10	10	10	10	10	10	12	8	95
PROFESSIONAL SERVICES	-	10	-	-	-	10	-	-	-	20
CAPITAL EXPENDITURES AND OTHER	40	-	-	40	-	-	40	-	-	120
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	28	-	28
	<u>243</u>	<u>339</u>	<u>195</u>	<u>237</u>	<u>332</u>	<u>213</u>	<u>276</u>	<u>401</u>	<u>242</u>	<u>2,478</u>
<b>NET CASH FLOW</b>	<b>(133)</b>	<b>(114)</b>	<b>2</b>	<b>125</b>	<b>(110)</b>	<b>(101)</b>	<b>(118)</b>	<b>(113)</b>	<b>(74)</b>	<b>(636)</b>
<b>CLOSING FUND BALANCE</b>	<b>1,469</b>	<b>1,355</b>	<b>1,357</b>	<b>1,482</b>	<b>1,372</b>	<b>1,271</b>	<b>1,153</b>	<b>1,040</b>	<b>966</b>	<b>966</b>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

### (RESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	<u>254</u>	<u>264</u>	<u>267</u>	<u>217</u>	<u>230</u>	<u>230</u>	<u>233</u>	<u>193</u>	<u>196</u>	<u>254</u>
<b>SOURCES OF FUNDS</b>										
PIER USAGE FEES	10	-	-	10	-	-	10	-	-	30
REGISTRATIONS	2	-	-	2	-	-	2	-	-	6
FUEL FLOWAGE FEES	2	3	2	3	2	3	2	3	2	22
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	<u>14</u>	<u>3</u>	<u>2</u>	<u>15</u>	<u>2</u>	<u>3</u>	<u>14</u>	<u>3</u>	<u>2</u>	<u>58</u>
<b>USE OF FUNDS</b>										
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
	<u>4</u>	<u>-</u>	<u>52</u>	<u>2</u>	<u>2</u>	<u>-</u>	<u>54</u>	<u>-</u>	<u>2</u>	<u>116</u>
<b>NET CASH FLOW</b>	10	3	(50)	13	-	3	(40)	3	-	(58)
<b>CLOSING FUND BALANCE</b>	<u>264</u>	<u>267</u>	<u>217</u>	<u>230</u>	<u>230</u>	<u>233</u>	<u>193</u>	<u>196</u>	<u>196</u>	<u>196</u>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

### (RESTRICTED FUNDS)

(\$ 000's)

	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>TOTAL</u>
<b>OPENING FUND BALANCE</b>	<u>330</u>	<u>341</u>	<u>353</u>	<u>332</u>	<u>344</u>	<u>355</u>	<u>365</u>	<u>376</u>	<u>388</u>	<u>330</u>
<b>SOURCES OF FUNDS</b>										
LOAN REPAYMENTS	10	10	10	10	10	10	10	10	10	90
INTEREST INCOME-LOANS	1	2	1	2	1	2	1	2	1	13
INTEREST INCOME- FUND BALANCE	2	2	2	2	2	2	2	2	2	18
	<u>13</u>	<u>14</u>	<u>13</u>	<u>14</u>	<u>13</u>	<u>14</u>	<u>13</u>	<u>14</u>	<u>13</u>	<u>121</u>
<b>USE OF FUNDS</b>										
NEW LOANS PROJECTED	-	-	30	-	-	-	-	-	-	30
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	2	2	2	2	2	2	2	18
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	2	2	34	2	2	4	2	2	4	54
<b>NET CASH FLOW</b>	11	12	(21)	12	11	10	11	12	9	67
<b>CLOSING FUND BALANCE</b>	<u>341</u>	<u>353</u>	<u>332</u>	<u>344</u>	<u>355</u>	<u>365</u>	<u>376</u>	<u>388</u>	<u>397</u>	<u>397</u>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

### (RESTRICTED FUNDS)

14

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	5	8	10	15	15	15	13	13	13	5
<b><u>SOURCES OF FUNDS</u></b>										
FACILITY RENTALS	5	2	5	-	-	-	-	-	-	12
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	5	2	5	-	-	-	-	-	-	12
<b><u>USE OF FUNDS</u></b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	-	-	-	2	-	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	2	-	-	-	-	2	-	-	-	4
NET CASH FLOW	3	2	5	-	-	(2)	-	-	-	8
<b>CLOSING FUND BALANCE</b>	<b>8</b>	<b>10</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>13</b>	<b>13</b>	<b>13</b>	<b>13</b>	<b>13</b>



**MEMORANDUM**

TO: Pease Development Authority Board of Directors *PEB*  
FROM: Paul E. Brean, Executive Director  
RE: License Reports  
DATE: November 12, 2020

\*\*\*\*\*

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of License Agreements," PDA entered into the following licenses:

1. Name: AeroClave LLC  
License: Right-of-Entry  
Location: Hangar 227  
Purpose: Allows only temporary use of the Premises for the staging, storage, and breakdown of aviation related equipment only (no equipment maintenance or other maintenance or mechanical related activities are permitted on the Premises)  
Term: Through April 30, 2021



October 28, 2020

**Via email: [rbrown@aeroclave.com](mailto:rbrown@aeroclave.com)**

Ronald D. Brown, MD  
CEO and Managing Partner  
AeroClave LLC  
4001 Forsyth Road,  
Winter Park, FL. 32792

**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue  
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Brown:

This letter will authorize AeroClave LLC ("AeroClave") and/or its agents and contractors to enter Hangar 227 and use a portion of Hangar 227, as designated by PDA Airport Operations (the "Premises") totaling 10,000 square feet as shown on the attached **Exhibit A**, commencing November 1, 2020, through April 30, 2021, for cold storage, at its sole expense and risk. This Right of Entry will expire at the end of day on April 30, 2021, unless otherwise extended by agreement of AeroClave and the Pease Development Authority.

This authorization is conditioned upon the following:

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

2. AeroClave's understanding that Hangar 227 has potential environmental contamination and active environmental contamination monitoring and mitigation systems in place, and its acceptance of the risks such conditions present. PDA shall not be responsible for damages to property or injuries to persons which may arise or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the persons of AeroClave's officers, agents, servants or employees, or others who may be on the Premises at AeroClave's invitation or the invitation of any one of them. AeroClave's further understanding that the Premises is not heated and there is no fire suppression system(s) within the Premises or Hangar 227.

Page Two  
October 28, 2020

Re: **Right of Entry - Portion of Hangar 227, 14 Aviation Avenue  
Pease International Tradeport, Portsmouth, NH**

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

4. AeroClave understands and acknowledges that this Right of Entry is solely for aviation-related purposes and: (a) allows only temporary use of the Premises for the staging, storage, and breakdown of aviation related equipment only (no equipment maintenance or other maintenance or mechanical related activities are permitted on the Premises); the movement of AeroClave's equipment in and out of the Premises shall be conducted by AeroClave personnel without spending any unnecessary or additional time within Hangar 227, with the hangar doors remaining open while AeroClave personnel are present within the Premises; (b) requires AeroClave to move any of its equipment stored within the Premises upon the request of the PDA; (c) is granted on a non-exclusive basis; and (d) may be revoked at will by PDA, or terminated at will, upon fifteen (15) days written notice and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other Airport activities.

5. AeroClave, and/or any agent of AeroClave, providing to the Pease Development Authority satisfactory evidence of comprehensive aviation general liability insurance and hangarkeepers liability insurance, both to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); environmental liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; and evidence of workers compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of AeroClave which would otherwise



Page Three  
October 28, 2020

**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue  
Pease International Tradeport, Portsmouth, NH**

result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of AeroClave that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

6. AeroClave's agreement herein that, AeroClave shall, upon fifteen (15) days written notice from Pease Development Authority, vacate and, at Pease Development Authority's election, restore said premises to its condition prior to the storage of its equipment.

7. AeroClave's agreement herein to coordinate with PDA Airport Operations to access Hangar 227 for the purposes of delivery and retrieval of its equipment stored on the Premises. The Airport Operations may be reached at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m.

8. AeroClave's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises. AeroClave acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises.

9. AeroClave agrees to pay PDA a user's fee (10,000 sq. ft. @ \$1.00 per sf per annum) in the amount of Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33) per month, in advance, prorated, for each month, or portion thereof, that the Premises are used. Each month during the term of this Right of Entry, PDA will bill AeroClave for the user's fee to be incurred during that month. AeroClave shall make payment to the PDA within ten (10) days.

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





## MOTION – X.A.1.

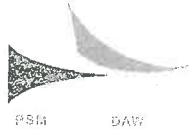
Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to purchase a 2020 Chevrolet Silverado 2500 replacement vehicle to be utilized by PDA Maintenance Staff for Airfield and Tradeport daily maintenance concerns and transportation; all in accordance with the memorandum of KC Conley, Fleet Manager, dated November 9, 2020 attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as this vehicle will be purchased under the State of New Hampshire's Vehicle Procurement Contract for a price of \$39,160.00.

**Note: Roll Call vote required.**  
**This motion requires 5 affirmative votes.**





## Memorandum

**To:** Paul Brean, Executive Director *PAB*  
**From:** Ken Conley, Fleet Manager *KCF*  
**Date:** November 9, 2020  
**Subj:** Maintenance Vehicle Replacement, 2020 Chevrolet 2500 pickup

The Pease Development Authority ("PDA") has identified a replacement vehicle for PDA Maintenance in the FY21 Capital Budget. While due to budget concerns during the initial outbreak of COVID-19 this past spring the PDA Maintenance Department did not move forward with its planned April FY20 purchase of a similar vehicle, at this time we would request the Board's consideration of this long planned FY21 expenditure. This vehicle will be utilized by PDA Maintenance Staff for Airfield and Tradeport daily maintenance concerns and transportation. Fleet Maintenance recommends a Chevrolet Silverado 2500 as it meets the airfield operating requirements during inclement weather and is equipped with heavier spec suspension allowing all manner of towing and loading needed in its maintenance roll, as well as the possibility of accommodating up to a 9ft plow as necessary due to the ever changing Maintenance Department's operational needs.

This vehicle would replace a 2000 Chevrolet Silverado 2500 with 91,000 miles. I am requesting a waiver to the formal RFP process as this vehicle will be purchased under the State of New Hampshire Vehicle Procurement Contract with MacMulkin Chevrolet, a local New Hampshire business, for a price of \$39,160.00.

Please seek PDA Board approval for this purchase and for a waiver of the formal procurement process at the November 2020 Board meeting.

*KCF*



# Memorandum

**To:** Paul Brean, PDA Executive Director *PB*  
**From:** Sandra McDonough, Airport Community Liaison *SM*  
**Date:** 11/10/2020  
**Subj:** Noise Report for October, 2020

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Portsmouth International Airport at Pease received three noise inquiries in October, 2020. All inquiries were related to fixed wing aircraft. The calls originated from Rye, Newmarket and Portsmouth New Hampshire.

The resident from Rye called directly to the Airport Operations Specialist on duty concerning "loud and low flying". The operations specialist informed the caller that a C5 (a large military cargo aircraft) was flying in the local area performing "touch and go's". It has the tendency to look lower than it actually is because of its size. We have voluntary noise procedures that include only flying in the pattern for no more than ninety minutes. There were also other planes arriving and departing during that time but all the aircraft were maintain pattern altitude.

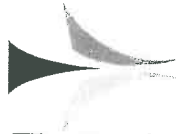
The resident from Newmarket reported aircraft flying between 100 and 200 feet over his house. The air traffic controller at that time said everyone in the pattern around the airport was flying at the published minimum altitude or higher.

The resident from Portsmouth called about an increase in flying over downtown and was concerned. A large military aircraft (E6) was flying in the local area performing "touch and go's". There were also very small aircraft in the area doing the same thing. Air Traffic Controllers will have smaller aircraft fly on one side of the runway and have the larger aircraft fly on the other side for ample spacing between aircraft. If there isn't a need for using both sides of the runway the controller will usually use the west side and not the downtown area. This is one of those time it was unavoidable.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate. Certain callers have indicated that call backs are unnecessary.







**MOTION – XI. B.1.**

Director Allard:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to:

1. Expend funds in the amount of **\$20,793.00** for legal services rendered to the Pease Development Authority:

**Sheehan Phinney Bass & Green**

September 1, 2020 – September 30, 2020	<u>\$20,793.00</u>
(in support of MS4 and CLF settlement implementation)	

2. To reimburse Sheehan Phinney Bass & Green in the amount of **\$1,826.00** for third party environmental services rendered to the Pease Development Authority associated with the MS4 permit implementation.

Services through November 1, 2020	<u>\$ 1,826.00</u>
Total	<u>\$22,619.00</u>

**Note: Roll Call vote required.**



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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation  
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CLIENT/CASE NO. 14713-19658  
BILLING ATTORNEY:Lynn J. Preston  
Invoice Number: 353738

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$20,793.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$20,793.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$20,793.00
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

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

To pay by CREDIT CARD, please visit [www.sheehan.com](http://www.sheehan.com), scroll to the bottom and click " ClientPay " or contact our office directly.



# Horsley Witten Group

*Sustainable Environmental Solutions*

90 Route 6A • Unit 1 • Sandwich, MA 02563  
508-833-6600 • horsleywitten.com



**Pease Development Authority**  
Sheehan Phinney Bass & Green PA  
1000 Elm Street, 17th Floor  
Manchester, NH 03101  
Attn: Lynn Preston

## INVOICE

11/05/2020

Invoice No. 48693

Project No: 19036

**Re: Technical Services - Pease Development Authority**

Project Manager: Kennedy, Lori

For Services Rendered Through 11/1/2020

### Professional Services

Description by Task	Title	Rate	Hours	Amount
<b>2.3-Task 2.3: IDDE Outfall Inventory and Ranking</b>				
Kennedy, Lori	Senior Engineer II	142.00	11.75	\$1,668.50
Ibanez, Josephine C.	Scientist I	90.00	1.75	\$157.50
	Subtotal Task 2.3: IDDE Outfall Inventory and Ranking		13.50	\$1,826.00
<b>Total Fee Charges</b>			<b>13.50</b>	<b>\$1,826.00</b>

**Total Current Billing**

**\$1,826.00**

*Thank you!*





## MOTION – XI. B.2.

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to prepare and file a request to Gail Lattrell, Director of the Federal Aviation Administration Airport Division New England Region, to seek a release of certain non-aeronautical revenue producing property within the Business and Commercial Zone of the Pease International Tradeport, specifically the 36,000 square foot building owned by the PDA located at 30 New Hampshire Avenue, from federal grant assurances and other airport obligations. This release is intended to facilitate the potential sale of that 36,000 square foot building to Spyglass Development, LLC, and the entry of a long-term ground lease for the premises at 30 New Hampshire Avenue, which sale and lease would require the further approval of this Board; all as substantially set forth in the attached memorandum from Executive Director Paul E. Brean dated November 12, 2020.

**Note: Roll Call vote required.**





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MEMORANDUM

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**TO:** PDA BOARD OF DIRECTORS  
**FROM:** PAUL E. BREAN, EXECUTIVE DIRECTOR *PAB*  
**SUBJECT:** SPYGLASS DEVELOPMENT, LLC/PDA – 30 NEW HAMPSHIRE AVE.  
**DATE:** NOVEMBER 12, 2020

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**History:**

The subject premises were leased by PDA in September 1996 to Ingersoll-Rand Energy Systems Corp (the "Lease"). At that time, the premises consisted of a 36,000 square foot building owned by the PDA and contiguous land area. The building had been substantially improved by an EDA grant (which was released in 2019) and the lease was for period of not more than 11 years (including available options). The premises are within the Business Commercial Zone and the Airport District and subject to the Municipal Services Fee.

In February 2002, the lease was assigned to Spyglass Development, LLC (a Kane Company affiliate) and the Lease was amended in the following salient ways: (1) to define and subdivide the premises to consist of the existing building and an 8.26 acre lot; (2) to permit Spyglass to design and construct at its sole cost and expense a 16,500 square foot addition to the Premises; (3) to identify a new lease term of 25 years expiring September 2020; and (4) identify a new rent structure applicable to building area rent at a blended rate for existing and new construction.

Additional amendments to the Lease were executed in September 2006, December 2008 and November 2011.

In August 2012, the parties negotiated a major amendment to the Lease to extend the term through July 2022 and to fix the building area rent to that date. Additional included amendments brought the Lease into conformity with Deed references.

In 2018, the parties negotiated another amendment to the Lease to reflect a reduction in the square footage of the ground area by approximately 2 acres and an extension of the Lease term to July 2027 (with the possibility of another 5-year extension through July 2032) subject to certain conditions. This Lease amendment provided Spyglass with additional years on the Lease at a reduced rent, while protecting the PDA's ability to utilize the property for future Airport development and PDA office needs, which PDA had noted as a priority at the time.

**Proposal for Building Purchase/New Lease:**

Late this past summer, Spyglass approached PDA staff to inquire about the parties again amending the Lease to provide Spyglass with a longer term given its desire to enter into a long-term lease with a tenant. If able to secure a longer term, Spyglass was interested in investing in significant capital improvements in the property in the form of interior and exterior upgrades, HVAC improvements, roof work, and site work improvements, with a projected cost upwards of \$5 million.

Given the potential for a long-term lease, the desire to make significant capital improvements to the property, and as Spyglass already owns the 16,500 square foot building on the premises, the parties discussed the possibility of PDA selling its 36,000 square foot building to Spyglass, and the parties entering into a new 74-year ground lease for the property at 30 New Hampshire Avenue, as is presently authorized by the FAA.

While back in 2017/2018 the PDA had viewed this parcel as appropriate for future airport parking, as well as a location for PDA offices, and was hesitant to agree to a significant lease extension, PDA now believes the sale of the building and entry of long-term ground lease to be in the PDA's best interests moving forward. Specifically, the Airport currently has sufficient surface parking and the COVID-19 pandemic has greatly diminished the expectation that significantly more parking will be needed over at least the coming decade. Furthermore, the anticipated increase in the use of ride-sharing services will, overtime, continue to cut into long-term revenue parking at airports across the nation. Finally, there are locations in close proximity to the Airport terminal where a parking structure could be built in the future, if needed. Regarding PDA offices, the facility at 30 New Hampshire Avenue would not be ideal for PDA Maintenance given its large fleet of equipment, without significant capital expenditures. Additionally, given the recent departure of Granite State College from 55 International Drive, the PDA has sufficient space there for its headquarters, airport badging, and necessary classroom space. Ultimately, should the PDA require new or additional office space in the future, there are other appropriate locations within the Tradeport/Airport to consider.

**Required Action:**

In order to facilitate the potential sale of PDA's building at 30 New Hampshire Avenue the first step in the process would be to seek a release of the building from federal grant assurances and other airport obligations from the FAA, through its regional office in Burlington, MA. As such, I am asking the Board to authorize me to submit a release request to the FAA at its November 19, 2020 meeting. Thereafter, in anticipation of such a release being granted, I would seek further Board approval at a future meeting to proceed with the sale of the PDA-owned portion of the building and the entry of a long-term lease of the premises at 30 New Hampshire Avenue.

cc: Anthony I. Blenkinsop, Deputy General Counsel  
Irving Canner, Finance Director

## MOTION – XI.B.3.

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors hereby:

- a.) Approves the concept plan for Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) (“PAP”) at 53 Exeter Street, as submitted by PAP, and as shown on plans attached hereto and incorporated herein; and
- b.) Approves of and authorizes the Executive Director to enter into a non-binding letter of intent with PAP and to otherwise complete negotiations with PAP and finalize and execute a Lease for the premises;

all as otherwise stated in terms and conditions substantially similar to those set forth in the Letter of Intent to Paul E. Brean, Executive Director, dated November 10, 2020; the memorandum of Maria J. Stowell, Engineering Manager dated November 12, 2020; and a memorandum of Andrew Pomeroy dated November 12, 2020; attached hereto.

**Note: Roll Call vote required.**



**PEASE AVIATION PARTNERS, LLC**  
7555 IPSWICH  
HOUSTON, TEXAS 77061

November 10, 2020

Paul Brean  
Executive Director  
Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801

Re: Letter of Intent

Mr. Brean:

On behalf of Design Box, LLC, via its assignee Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP"), I am pleased to submit to the Pease Development Authority ("PDA") the following outline of terms and conditions of a proposed agreement with the Pease Development Authority ("PDA") for aviation development at Portsmouth International Airport at Pease, located within the Pease International Tradeport ("Airport"). PAP understands that this document shall be forwarded to the PDA Board of Directors for consideration and potential approval at its meeting on November 19, 2020.

If approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Letter of Intent ("LOI") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith one or more agreements, including an appropriate Lease and Operating Agreement (collectively, the "Agreement" and/or "Lease"), based upon these terms and such other mutually acceptable terms and conditions as the parties may deem necessary and appropriate.

Without limitation of any other provision of this LOI, the general understanding of the parties is that PAP would sublease, on a short-term basis, an existing hangar and adjoining office space from a current tenant of PDA, subject to any required change of use approvals. During the term of the sublease, PAP would construct and operate a Fixed Base Operator ("FBO"), fuel farm, and hangar on the Leased Premises (defined below). As a term of the Agreement, PDA would grant PAP reasonable access to the common use apron areas adjoining the Leased Premises for purposes related to the operation of the FBO.

The central business terms of our understanding include the following:

- Landlord:** Pease Development Authority (see NH RSA 12-G)
- Tenant:** Pease Aviation Partners, LLC, a Texas limited liability company
- Leased Premises:** The land area generally described as 53 Exeter Street in Attachment A hereto (collectively the "Leased Premises" or "Premises"). Final lot

dimensions and access areas to be determined through survey work and/or subdivision and site plan review process.

Without limitation of the foregoing, the understanding of the parties is that PAP would construct and operate an FBO, fuel farm, and hangar on the Leased Premises. Additionally, as a term of the Agreement, PDA would grant PAP reasonable access to all common use Apron areas (shown as apron areas on Attachment A) adjoining the Leased Premises for fueling operations and other purposes related to the operation of the FBO.

**Lease Term  
and Term**

**Commencement:** The Agreement shall be effective upon execution ("Effective Date"). The lease term shall be for a base term of forty-seven (47) years, commencing on the Effective Date (the "Term").

**Annual Ground  
Rent and  
Additional Rent:**

The annual ground rent ("Ground Rent") per acre for the Leased Premises during the Term of the Agreement will be as follows:

Years 1- 5	an annual amount equal to \$.35 per square foot
Years 6 - 47	an annual payment equal to the per square foot rate plus an annual adjustment equal to the lesser of CPI or 3%, not to exceed 12% in any five (5) year period.

The Ground Rent will be based upon the total area of the Leased Premises (including any contiguous Ramp), as described in Attachment A, is subject to adjustment upon final determination of the exact acreage of the Leased Premises through survey work and/or subdivision and site plan review process..

**Airport Related  
Fees:**

If applicable, PAP shall be responsible for the collection, disbursement and reporting of Landing Fees, Parking Fees and Fuel Flowage Fees in accordance with PDA policies and procedures.

**Airport Use Fees:**

With respect to any additional use of the Leased Premises requested by PAP, and specifically with reference to the conduct of future commercial and non-commercial general aviation activities at the Airport, such use shall



be subject to the execution of an appropriate agreement which shall include a provision for the payment of established fees and charges that may be generally applicable at the Airport.

**Condition of**

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

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

**Utilities:** PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date, or such other points as may be designated by PDA. PAP will be responsible for connecting to such points, wherever they may be, as necessary for its use of the Leased Premises, and for installing and paying for all utilities, including electric, gas, telephone, cable, water and sewer from such points to the Leased Premises. In addition, depending on the requirements of site review, PAP shall be responsible for installing any necessary or required connections of the Leased Premises to the PDA's stormwater discharge system at the points existing within the Airport as of the Term Commencement Date, or such other points as may be designated by the PDA, wherever they may be. PDA shall provide PAP reasonable access to the Airport prior to entering into the Agreement so that PAP may ascertain appropriate utility and stormwater connection points.

**Net Lease:** The Agreement shall be triple net to PDA and all costs associated with the use, occupancy, maintenance and insurance of the Premises shall be borne by PAP.

**Right to Use  
Apron Area:**

**PAP shall have the right in connection with its Lease to use certain common use apron areas, which space shall not be part of the Leased Premises, and such apron areas shall meet all requirements of the Minimum Standards.**

**Right to Use  
Airport:**

Subject to the provisions and additional restrictions as may be set forth in the Lease for the Premises, PAP shall have in common with other authorized Airport users the right to use the entrances, exits and roadways designated by PDA for common use at the Airport. PAP shall also have in common with other airfield users the right to use the runway, taxiways and available common apron areas of the Airport.

**Surrender of  
Leased Premises  
at Termination:**

PDA to assume ownership of the FBO facility and related improvements at termination of the Lease.

**Pease International  
Airport Access  
Requirements:**

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

PAP acknowledges that it will be responsible for the payment of all fines imposed by the FAA and/or TSA arising or incurred as a result of the improper use of or access by PAP's officers, employees, agents, customers, vendors, guests, or invitees to Portsmouth International Airport at Pease and its SIDA.

**Sublease:**

Subject to PAP securing change of use/site review approval, PDA would consent to PAP's entry into a sublease with Executive Hangar LLC for the hangar and adjoining office space, located at Portsmouth Airport, and as described in Attachment B hereto ("Subleased Premises"). The sublease would be for a temporary term coextensive with the Construction/Operating

Phase, defined below. PAP would conduct FBO operations out of the subleased space until the new FBO is completed.

**Site Plan and**

**Design Permitting:** PAP would undertake and continue with due diligence and at its sole expense subdivision, site planning, design, permitting, and construction on the Premises of not less than 12,000 +/- square feet of new hangar space, and up to an additional 2,000 square feet of FBO Facilities and a Fuel Farm in support of the permitted uses, which shall meet or exceed all minimum standards set by PDA, with related paving, utilities, landscaping, drainage and associated site improvements, (the "Facility") for establishment, fueling aircraft and servicing customer of those aircraft for General Aviation, Military, Cargo and Commercial operations.

**Phased Approach:** PAP has developed a two-phase approach to the development, which phases are detailed below as the **Construction/Operating Phase** and the **Operating Phase**.

**Construction/**

**Operating Phase:** During the Construction/Operating Phase, PAP would (i) operate an FBO out of the Subleased Premises, and (ii) construct an FBO facility that complies with the minimum standards for an FBO as described in Attachment C hereto. Immediately upon execution of the Agreement, PAP would commence construction of the fuel farm, followed by the FBO building and hangar. This phase shall take no longer than thirty (30) months from the execution of the Agreement.

**Operating Phase:** PAP would operate the new FBO and related facilities under the terms of the Agreement.

**Anticipated**

**Timeline:** PAP acknowledges that PDA's willingness to enter into a Lease is contingent upon PAP establishing a time line for the **Construction/Operating Phase** and the **Operating Phase** that is acceptable to PDA and consistent with the terms and conditions set forth above.

1. PAP shall be solely responsible for the development of plans and specifications for any proposed renovations at the Premises and for making any required submission and obtaining any necessary approval, including subdivision approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist PAP in such process.

2. The following is a partial list of issues and costs identified and required to be addressed by PAP and PDA during the negotiation of the Agreement in connection with PAP's proposed development of the Leased Premises:

- A) Conformance with ALP;
- B) PDA Reservations of Access to Apron/Taxiways;
- C) Adequacy of Vehicle Parking;
- D) Siting for Noise Mitigation;
- E) Siting for Air Traffic Control Tower Line of Sight;
- F) Subdivision and Site Plan Approval;
- G) Installation of utilities, as required;
- H) Area of Special Notice Approval;
- I) Construction Access;
- J) TSA approval, as the same may be required;
- K) Protection of monitoring wells;
- L) Coordination of Air Force PFAS Remediation;
- M) Location of Fuel Farm and Fuel Farm Operations;
- N) Protection of stormwater, surface water, and ground water quality;
- O) Impacts to wetlands and wetlands buffer;
- P) Soils management;
- Q) Site dewatering;
- R) Airport security and access control; and
- S) Changes to Airport Layout Plan.

**Use:** PAP will develop the Leased Premises to service General Aviation, Military, Cargo and Commercial operations meeting all PDA minimum Standards for such use.

**Sublease and Assignment:**

PAP may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises, or any part thereof, with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with PAP). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation; provided the minimum net worth of the controlling or affiliated entity is not less than \$500,000.00. All other assignments shall be subject to approval of PDA.

**Environmental  
Protection:**

PAP acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. PAP acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement (“FFA”) entered into by EPA, and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence.

PAP shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to PAP’s activities at the Premises. PAP shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force’s use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and PAP to the extent required by the provisions of Public Law No. 101-511, Section 8056.

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

To the extent the same is available and applicable, PDA will furnish the following data to PAP: relevant maps, diagrams, surveys, drawings, engineering studies and plans related to the Premises, including but not limited to: the Environmental Baseline Survey; approved airport layout plan; existing property drawings and plans; Health and Safety Plans; Construction Work Plans and planning and engineering studies conducted for the PDA or for others, including available studies conducted for the Air Force, and pertaining to Pease and or the Premises. PDA makes no warranty or representation, actual or implied, as to the accuracy of any material to be furnished to the PAP.



**Brokerage:** Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this letter or the Agreement.

**Repairs and Maintenance:** Throughout the term of the Agreement, and without cost to PDA, PAP shall take commercially reasonable care of the Leased Premises and related improvements, including sidewalks, curbs, parking apron areas designated for PAP's exclusive use, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. PAP's obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Leased Premises, including any apron areas designated for PAP's exclusive use.

**Restrictions on Aircraft Operations:** PAP is aware of PDA's efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. PAP has agreed to use commercially reasonable efforts to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction.

**Airport Minimum Standards:** PAP's use of the Leased Premises shall be subject to its compliance with Minimum Standards (Attachment C) as the same are from time to time promulgated by PDA.

**Termination Rights:** PAP shall have the right to terminate the Lease upon thirty (30) days written notice to PDA in the event that PAP: (i) is precluded for a period of three (3) consecutive months or longer during the Construction/Operating Phase from proceeding with construction of the Facility as a direct result of (A) the issuance of an order or other adjudication of a state or federal court or determination of a governmental body of competent jurisdiction, or (B) exercise by the FAA, Air Force, EPA and NHDES of their rights under the Deed and/or FFA; or (ii) is precluded from completing construction of the fuel farm before such date that would permit PAP to bid for the upcoming military fuel contract. In the event that PAP is so precluded from proceeding with construction directly as the result of any of the events listed in (A) and (B) above, irrespective of whether the period is long enough to provide PAP with a right of termination, any remaining established dates or milestones for payment or construction shall be extended by the time equal to the period of preclusion provided that PAP provides PDA with notice of

any claim for extension within thirty (30) days of the occurrence of such event.

The execution of this LOI does not constitute a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties.

Sincerely,

Charles Suma, COO

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

---

Paul E. Brean  
Executive Director  
Pease Development Authority

Attachment A



Exhibit A

DESIGNED BY: MRM    DATE: 11/14/2020    SCALE: 1"=500'



Attachment B

**BUILDING SUB-LEASE AGREEMENT**

This Aircraft Hangar ("Agreement") is made this \_\_ day of \_\_\_\_\_ ("Effective Date") by and between Design Box, LLC, via its assignee Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP"), (herein called "OCCUPANT") and Executive Hangar LLC. (herein called "LESSOR").

**WITNESSETH**

In consideration of the rent and the mutual covenants contained herein, and expressly subject to the terms, provisions and restrictions contained within LESSOR's lease agreement with Pease Development Agency (herein PDA), LESSOR has let and demised and, by these presents, does hereby lease and demise unto OCCUPANT and OCCUPANT does hereby rent and take from LESSOR the SPACE described in Section 1 below, TO HAVE AND TO HOLD the same for the term herein provided, subject to all the following terms and provisions.

**SECTION 1: IDENTIFICATION OF SPACE**

The SPACE is the building and hangar located at 120 Aviation Avenue, Portsmouth NH 03801

**SECTION 2: COMMON AREAS**

In addition to the SPACE identified and described herein above, OCCUPANT shall have access to and the right to use common areas at the airport including common parking areas and driveways.

**SECTION 3: TERM**

The term of this Agreement shall be for 24 months, beginning on the \_\_ day of October 2020, and ending on the 31<sup>st</sup> day of March 2022 ("Initial Term"). OCCUPANT is granted an option to renew this Agreement for one additional term of 6 (six) month(s) ("Renewal Term"). OCCUPANT shall notify LESSOR in writing of OCCUPANT'S intention to exercise the renewal option not more than sixty (60) days and not less than thirty (30) days before the expiration of the Initial Term ("Option Exercise Period"), otherwise the option shall automatically terminate. OCCUPANT shall be entitled to exercise the option if OCCUPANT is not then in default under the Agreement at any time during the Option Exercise Period. Subject to LESSOR'S right to adjust the Rent as set forth in Section 4 below, all terms and conditions of this Lease shall remain in full force and effect for the duration of the Renewal Term.

**SECTION 4: RENT**

OCCUPANT agrees to pay the amount of \$x,xxx.00 per month as rent for the use of the Space payable in advance on the first day of each month ("Rent"). Not less than sixty (30) days before the expiration of the Initial Term, LESSOR shall provide OCCUPANT with written notice of the amount of Rent for the SPACE for the Renewal Term. The existence and amount of any increase in Rent in the Renewal Term shall be solely within the discretion of LESSOR, at the then existing Market Rates for space of such quality.

**SECTION 5: SECURITY DEPOSIT**

Upon execution of this Agreement, OCCUPANT shall deposit with LESSOR a sum equal to a minimum of one (1) month's Rent as a security deposit ("SECURITY") for the performance by OCCUPANT of the terms of this Agreement. LESSOR may use, apply, or retain the whole or any part of SECURITY so deposited for the payment of any Rent or other sum as to which OCCUPANT is in default or which LESSOR may expend or may be required to expend by reason of OCCUPANT'S default under this Agreement. In the event OCCUPANT has complied with all the terms of this Agreement, SECURITY shall be returned promptly to OCCUPANT after the date fixed as the end of this Agreement and after return of possession of SPACE to LESSOR. LESSOR shall hold SECURITY in accordance with applicable law, and, if so, permitted by law, LESSOR shall have the right to commingle SECURITY with LESSOR'S funds, to invest that amount and to retain any investment earnings as LESSOR'S sole property.

**SECTION 6: USE OF PREMISES**

The SPACE described herein is for the purpose of operating a Fixed Base Operation (FBO), with regards to the Office Space and Hangar. Under no circumstances shall OCCUPANT engage in aircraft heavy maintenance.

**SECTION 7: LEGAL COMPLIANCE**

a. Subject to Section 6 above, OCCUPANT may not use or permit any part of the SPACE to be used for (1) any activity non-aviation related; (2) which is a nuisance or is offensive, noisy, or dangerous; (3) any activity that violates any applicable law, regulation, zoning ordinance, governmental order, Landlord rule, or this Agreement.

b. "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance or rule existing as of the date of this Lease or later enacted.

c. OCCUPANT shall not use, generate, store, or dispose of, or permit the use, generation, storage, or disposal of Hazardous Materials on or about the Leased Premises or Building except in a manner and quantity necessary for the ordinary performance of OCCUPANT'S business, and then in compliance with all applicable laws. If OCCUPANT breaches its obligations under this subparagraph, LESSOR may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from OCCUPANT'S use, generation, storage, or disposal of Hazardous Materials. **OCCUPANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR AND ITS REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF CLEAN UP AND REMEDIATION) ARISING FROM OCCUPANT'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SUBPARAGRAPH.** This indemnity provision shall survive the termination or expiration of this Agreement.

d. **LESSOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OCCUPANT AND ITS REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COST OF CLEAN UP AND REMEDIATION) ARISING FROM CONTAMINATION RESULTING FROM THE USE, GENERATION, STORAGE, OR DISPOSAL OF HAZARDOUS MATERIALS IN THE SPACE THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT.**

**SECTION 8: MAINTAINING SPACE**

During the Term, LESSOR shall maintain the SPACE and appurtenances in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of the OCCUPANT'S agent, invitee, or employee.

**SECTION 9: INSURANCE**

OCCUPANT shall, at its sole cost and expense, procure and maintain through the term of this Agreement a policy or policies of insurance insuring OCCUPANT against any and all liability for injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the SPACE (including the contractual liability of OCCUPANT to indemnify LESSOR contained herein), the limits of such policy or policies to be as follows:

a. Workers Compensation (statutory limits) and Employer's Liability Insurance as required by law with a limit of \$1,000,000.00 per occurrence.

b. Comprehensive Aviation General Liability including airport Premises Liability and endorsed to cover liability assumed by OCCUPANT under this Agreement, including such liability arising out of the use of Aircraft with a limit of \$25,000,000.00 combined single limit per occurrence.

c. Comprehensive Automobile Liability applying to all owned, hired, and non-owned vehicles entering upon the SPACE or otherwise utilizing OCCUPANT'S rights of ingress and egress to the SPACE, with a limit of \$500,000.00 per occurrence combined single limit when driven on the Leasehold ramp area.

d. Aircraft Liability Insurance (Bodily Injury, including Liability to passengers and Property Damage) including non-owned aircraft liability, with an overall combined single limit of \$50,000,000 per occurrence.

The limits and type of insurance required above may be furnished through one or more primary and/or umbrella policies. OCCUPANT hereby agrees to maintain endorsements on its liability insurance policies to provide coverage for the obligations assumed by OCCUPANT pursuant to this Agreement subject to the indemnity obligations herein. OCCUPANT'S insurance policy or policies shall contain a provision whereby OCCUPANT'S insurer waives any right of subrogation against LESSOR, its agents, employees and its affiliated or subsidiary companies subject to the indemnity obligations herein. LESSOR, its agents, employees and its affiliated or subsidiary companies shall be named as additional insured and shall provide that LESSOR must receive at least ten (10) days prior written notice of any cancellation of OCCUPANT'S insurance coverage. Prior to commencement of this Agreement, OCCUPANT shall deliver to LESSOR certificates or binders evidencing the existence of the insurance required herein, and renewals thereof as required shall be delivered to LESSOR at least (30) days prior to expiration of the respective policy terms.

If OCCUPANT shall fail to comply with the foregoing requirements relating to insurance, LESSOR may obtain such insurance and OCCUPANT shall pay to LESSOR in demand as additional Rental the premium cost thereof plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to OCCUPANT, such interest to accrue continuously from the date of payment by LESSOR until repaid by OCCUPANT.

**SECTION 10: CASUALTY; INDEMNITY; FORCE MAJEURE**

In the event the SPACE or the means of access thereto shall be damaged by fire or other casualty, LESSOR may terminate this Agreement upon written notice to OCCUPANT. LESSOR and OCCUPANT mutually agree to release, indemnify and hold one another, and all their respective officers, directors, employees and agents, harmless from and against any and all liabilities, damages, delays, losses, claims or judgments of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, one another by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation, negligent performance, or non-performance by one another's servants, employees or agents of any covenant, obligation or condition of this Agreement or by any act or failure to act of those persons. Neither Party shall be liable to the other Party for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond that Party's control. Except as otherwise provided herein, LESSOR shall not be liable to OCCUPANT for any loss, damage, destruction, theft, death or personal injury caused by or resulting from any act or omission of any co-lessee, transient or other occupant of LESSOR'S leased premises at the Airport or by any owner or occupant of adjoining or contiguous property.

**SECTION 11: TERMINATION**

- a. Unless OCCUPANT validly exercises its option to renew this Agreement as set forth in Section 4 above, this Agreement shall terminate at the conclusion of the Initial Term.
- b. In addition, LESSOR may terminate this Agreement during the course of the term upon the occurrence of any of the following, each of which shall constitute a material breach of the Agreement by OCCUPANT:
  - (i) Rent is not paid by the 5<sup>th</sup> day of any month during the Term.
  - (ii) OCCUPANT has failed to comply with any material condition of this Agreement and has not reasonably corrected the compliance failure within five (5) days after receipt of written notice of such compliance failure from LESSOR.
  - (iii) If the OCCUPANT operations as an FBO moves to another location or ceases to operate as an FBO for any reason.
- c. Except as otherwise provided in this Agreement, all fixtures, improvements, equipment and other property bought, installed, erected, or placed in the SPACE by OCCUPANT shall remain the property of OCCUPANT. OCCUPANT shall have the right to remove these fixtures, improvements, equipment and other property prior to the expiration or termination of this Agreement, however, OCCUPANT shall be responsible for any damage caused by such removal. Title to fixtures, improvements, equipment and other property not removed as of the expiration or termination of this agreement, shall vest in LESSOR.

**SECTION 12: LIMITATIONS**

- a. The OCCUPANT agrees to abide by and comply with all present and future rules, regulations and orders of LESSOR and the Airport Authority affecting the control, operation, and use of the SPACE and the Airport generally.

**SECTION 13: UTILITIES**

- a. All Utilities are included in the Rent.
- b. OCCUPANT shall comply with all rules and regulations, which the Airport requires, any governmental agency or authority, or any utility company may establish for the use, proper functioning and protection of any such utility or service.
- c. Unless directly caused by gross negligence of LESSOR, LESSOR shall not be liable under any circumstances for loss or injury to property or persons occurring through, in connection with, or incidental to the furnishing of UTILITIES. LESSOR shall not be liable for any stoppage or interruption of UTILITIES caused by third parties or by acts of God, nor for needed repairs that LESSOR is unaware of, and no offset or deduction from rent shall occur by reason of such interruption.

**SECTION 14: CONDUCT BY OCCUPANT**

a. In the event that the hangar, the office facility, or any of the equipment affixed thereto or stored therein should be damaged as a result of any act of OCCUPANT, or its agents, servants, employees, invitees or contractors, OCCUPANT shall, upon demand, pay to LESSOR the cost of all required repairs, including structural repairs. LESSOR and OCCUPANT shall commit no act of waste and shall take good care of the office facility and the equipment affixed thereto and stored therein and shall, at its sole cost and expense in the use and occupancy of the office facility, conform to all laws, orders and regulations of all agencies having jurisdiction over the premises.

- b. OCCUPANT agrees that it shall not, without LESSOR'S prior written consent:
- (i) make any permanent alterations, additions or improvements in or about the office facility, or change locks or keys on any doors; OCCUPANT shall bear the sole cost of alterations.
  - (ii) do anything in or near the facility which will increase the rate of fire insurance on the office facility;
  - (iii) permit the accumulation of waste or refuse matter in or near the office facility except in containers provided therefor;
  - (iv) mortgage, pledge, assign or encumber this Agreement in whole or in part; or
  - (v) sublease any portion of the SPACE or assign this Agreement.
  - (vi) store any hazardous material any items that are non-aviation related or not consumable by the aircraft operation
  - (vii) operate any business that is not related to the aviation operation
  - (viii) store any personal items or use facility/designated space for any other use other than intended office use to conduct aviation operation.
  - (ix) have a contractor on the grounds without first checking-in with LESSOR

**SECTION 15: NOTICE**

All notices and other communications required or permitted under this Agreement shall be in writing and deemed delivered: (i) one day after deposit with any overnight mail service which maintains delivery records addressed as follows, or (ii) five days after being deposited into the United States Mail, postage prepaid and addressed as follows or (iii) upon email, telecopy or facsimile transmission to the number set forth below. In the event of telecopy or facsimile transmission the printed machine confirmation showing receipt at the numbers listed below shall be deemed prima facie proof of receipt:

To LESSOR:

Company Name : Executive Hangar LLC  
Address : 120 Aviation Avenue Portsmouth, NH  
03801  
Attn : Greg Mahanna  
Email: gmahanna@aaminc.biz

To OCCUPANT:

Pease Aviation Partners, LLC.  
7555 Ipswich Road  
Houston, TX 77061  
Attn: Roger Woolsey, CEO

**SECTION 16: SEVERABILITY AND NON-WAIVER**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party. If either Party fails to require the other to perform a term of this



Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

**SECTION 17: DISCLAIMER OF LIABILITY**

OCCUPANT HEREBY DISCLAIMS, AND LESSOR HEREBY RELEASES OCCUPANT FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSOR, ITS EMPLOYEES, SUBLEASES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE SPACE OR OTHER PROPERTY OF LESSOR UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY OCCUPANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE LEASING OF THE HANGAR UNDER THIS AGREEMENT. IN NO EVENT WILL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PROCEEDS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICIES COVERING SUCH LOSS, DAMAGE, OR INJURY.

**SECTION 18: GOVERNING LAW; WAIVER OF JURY TRIAL; JURISDICTION; FORUM SELECTION**

- a. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire
- b. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- c. All Parties hereto consent to the jurisdiction of New Hampshire state courts, as the exclusive venue for any dispute arising from or related to this Agreement. All Parties waive and agree not to raise any defense that any such court is an improper or inconvenient forum, or any other defense related either to the jurisdiction of Texas state courts or to the venue selected in this Agreement.

**SECTION 19: INTEGRATION**

This Agreement constitutes the entire agreement between the Parties, and of its effective date supersedes all prior independent agreements between the Parties related to the leasing of the SPACE. Any change or modification hereof must be in writing signed by both Parties.

**SECTION 20: SUCCESSORS BOUND**

This Agreement shall be binding and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto, to the extent this Agreement is assignable according to its terms.

**SECTION 21: SUBORDINATION OF AGREEMENT**

This Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

**SECTION 23: INDEPENDENT CONTRACTOR**

Each Party shall be and act as an independent contractor and not as partner, joint venture or agent of the other. **IN WITNESS WHEREOF:** the parties hereto have set their hand the date first written above.

For LESSOR:

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

For OCCUPANT:

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

Attachment C

**ARTICLE 2**

**MINIMUM STANDARDS AND  
REQUIREMENTS FOR FULL-SERVICE  
FIXED BASE OPERATORS**

2.01 FULL-SERVICE FIXED BASE OPERATOR REQUIRED SERVICES

A Full-Service Fixed Base Operator shall provide the following aeronautical services:

- a. Aircraft fuel and oil sales
- b. Aircraft deicing
- c. Ground handling (aircraft guidance, parking, and tie down)
- d. Customer services
- e. Line service
- f. Hangar Space
- g. Aircraft recover
- h. Collection of fees



2.02 MINIMUM STANDARDS FOR REQUIRED SERVICES

a. Aircraft Fuel and Oil Sales

1. Storage and into-plane dispensing of Jet A and 100LL fuel together with a selection of lubricants of sufficient ratings, grades, quality, and quantity to meet the needs of general aviation aircraft using the airport.

2. A minimum of two metered, filter-equipped fueling trucks for dispensing jet fuel, of which at least one has a capacity of not less than 5,000 gallons, which meet all applicable safety requirements.

3. A minimum of two metered, filter-equipped fueling trucks for dispensing 100LL gasoline, of which at least one has a minimum capacity of 500 gallons, which meet all applicable safety requirements

4. Maintain fuel dispensing reports on file for a minimum of 12 months, and have such reports available for auditing at any time by the Authority.

b. Aircraft Deicing.

1. A minimum of one deicing vehicle capable of applying heated propylene glycol to general aviation aircraft using the Airport.

2. Complete forms provided by the PDA documenting the type and amount of deicing fluid used and the location of the deicing event. Submit completed forms to the PDA Engineering Department within one hour of completion of the deicing event.

c. Ground Handling (Aircraft Guidance, Parking, and Tie Down)

1. Aircraft arrival and departure guidance on the apron to include a properly marked and lighted follow me vehicle capable of two way radio communications with the Air Traffic Control Tower on ramp net frequency.

2. Tie down facilities and equipment, including ropes, chains, or other types of restraining devices and wheel chocks for transient aircraft.

3. Equipment capable of towing aircraft into and out of the hangar(s).

d. Customer Services

1. Passenger facilities for checking in general aviation passengers and baggage, together with a comfortably appointed lounge area with public telephone, light refreshments, current periodicals, and TV service.

2. Conveniently located, heated, and air conditioned lounge area for crews.

3. Restroom facilities for passengers and crews.

4. Courtesy transportation for passengers and crews to general aviation facilities, the air carrier terminal, and downtown locations.

5. A fully equipped flight planning facility with direct communication to the FAA Flight Service Station, local air traffic control, and National Weather Service briefers; adequate supplies of VFR and IFR navigational charts; and other necessary flight planning equipment.

6. An aviation sales counter offering for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and aircraft and equipment manuals.

e. Line Service

1. Proper equipment for: inflating aircraft tires, cleaning aircraft windows and interiors, servicing aircraft lavatories, and disposal of aircraft waste (domestic and international). A full-service FBO may provide qualified personnel and equipment to repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, and recharge aircraft batteries.

2. Adequate ground support equipment for normal turnaround of aircraft, including energizers and starters, ground power units, and fire extinguishers.

3. Adequate towing equipment to move aircraft up to 75,000 pounds gross weight safely and efficiently.

f. Hangar Space

A minimum of 12,000 square feet of hangar space to meet public demand for transient, temporary, and long-term aircraft storage.

g. Aircraft Recovery

Equipment, material, and personnel sufficient to remove a disabled aircraft of up to 12,500 pounds gross takeoff weight.

h. Collection of Fees

Personnel to collect landing, parking, and fuel flowage fees from aircraft using the FBO.

i. Snow Removal Services

Adequate owned, leased or contracted equipment to remove snow from the parking apron managed by the FBO.

2.03 MINIMUM LAND AND FACILITY REQUIREMENTS

a. Lease a minimum ground area determined by the PDA.

b. One aircraft hangar with not less than 12,000 square feet of aircraft storage space.

c. An office/terminal facility of not less than 2,000 square feet adequate to accommodate an office, pilot lounge, passenger lounge, telephone, and restroom facilities. This facility may be attached to/part of the aircraft hangar.

d. Management of paved apron area of not less than 150,000 square feet for general aviation parking and tie downs with access to the aircraft hangar. Management responsibilities include installation and maintenance of tie down equipment, sweeping/FOD control, and snow removal.

e. Permanent fuel storage for a minimum of 36,000 gallons of jet fuel and 5,000 gallons of 100LL. The fuel storage tanks shall comply with all applicable federal, state, local, and PDA rules and regulations pertaining to installation, maintenance, operation, fuel handling safety, and environmental protection.

f. Paved off-street parking outside the airport restricted area, but within the leased

premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities.

All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development and design standards as may be adopted by the PDA.

#### 2.04 MINIMUM MANAGEMENT AND STAFFING REQUIREMENTS

a. The activities of a Full-Service Fixed Base Operator on the Airport shall be supervised by an on-site manager who shall at all times be responsible for conducting, in a first- class manner, the services required and permitted herein and in the Full-Service Fixed Base Operator's Lease.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff shall be on duty during required minimum hours of operation, or on call during other times, to provide the level of service specified herein.

c. All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

#### 2.05 MINIMUM HOURS OF OPERATION

A Full-Service Fixed Base Operator shall be staffed adequately to provide the required services between the hours of 7:00 a.m. and 10:00 p.m. daily. At all other times, the required services must be available on an on call or prior notice basis.

#### 2.06 MINIMUM INSURANCE REQUIREMENTS

A Full-Service Fixed Base Operator shall be required to carry insurance in conformance with the PDA's risk management requirements.

2.07 MINIMUM SERVICE STANDARDS-PERMITTED SERVICES

A Full-Service Fixed Base Operator may provide any or all of the permitted services listed in Article 3 and shall be subject to the minimum standards and requirements for Limited Service Specialty Operators set forth in Article 3 of these Minimum Standards.

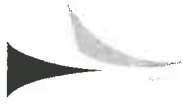
2.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Full Service Fixed Base Operator and shall be reasonable, competitive, and applied fairly to all users of such services. All rates and charges will be filed with the Airport Manager.

2.09 STATE REGISTRATION

All Full-Service Fixed Base Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.





## MEMORANDUM

To: Paul E. Brean, Executive Director *P.E.B.*  
From: Maria J. Stowell, PE, Engineering Manager *Maria*  
Date: November 12, 2020  
Subject: Proposed FBO at 53 Exeter Street

Pease Aviation Partners, LLC ("PAP") is requesting concept approval to build a facility to operate as a Fixed Base Operator (FBO) at PSM and has submitted the attached drawings in support of its request. To meet its obligations as an FBO, PAP is proposing to construct a facility at 53 Exeter Street that would include:

1. An approximately 22,000 square foot building to house hangar space, offices, and customer services;
2. Aircraft parking and tie-down apron;
3. A fuel farm with tank configuration and sizes as shown on the attachment;
4. Fuel truck parking;
5. Employee and customer parking;
6. Outdoor entertainment area;
7. Security fencing, vehicle circulation, and other associated improvements.

PAP intends to implement the development in phases. The first phase includes approvals for and construction of the fuel farm, which PAP hopes to have in operation early next year. During Phase 1, access to the fuel farm would be through an existing airport gate. Approvals for and construction of the driveway, building and other improvements at 53 Exeter Street would be part of a Phase 2 effort. Prior to the completion of Phase 2, PAP would conduct FBO functions from the existing building owned by Executive Hangar and located at 120 Aviation Avenue. (See sheet 2 of the attachment.) The use of the existing hangar as an FBO will trigger a Change of Use. The type of site review required for this Change of Use (procedural or administrative) has not been determined.

The proposed fuel farm would be constructed with safeguards to prevent spills from entering the stormwater system or surface waters. Fuel storage tanks would be double walled. The truck parking area would drain to a collection system that could be pumped. Details of the system, including how to remove collected stormwater will be addressed during Site Review.

The Phase 2 landside entrance to the new facility would be from Exeter Street. PAP would construct a new driveway adjacent to the Exeter Street Terminal Parking Lot C. The land containing the driveway would not be a part of the leasehold, but would remain as a common use feature for future development.

The driveway construction would impact wetlands and wetland buffers. At this time PAP has estimated the following impacts: 7,150 square feet in wetlands and 17,200 square feet in wetland buffers. If the Board





accepts the concept plan, PAP would need to obtain a wetland permit from the State, as well as a Conditional Use Permit from the PDA Board.

Some of the proposed parking and driveway areas are situated directly adjacent to wetland buffers. At this conceptual stage, it is not assured that these areas can be constructed, or that snow storage and stormwater treatment can be provided, as conceived without further buffer disturbances. Should these facilities (and others that may be identified during site review) disturb the buffer or not be in full compliance with the Land Use Control Requirements or other applicable laws, PAP acknowledges that the conceptual site plan is subject to modification and size reduction.

As to lot dimensional requirements, this site is in the Airport Zone where dimensional requirements are not applicable and shall be subject to approval by the Board. Site data, including lot size, setbacks and open space are shown PAP's concept plan.

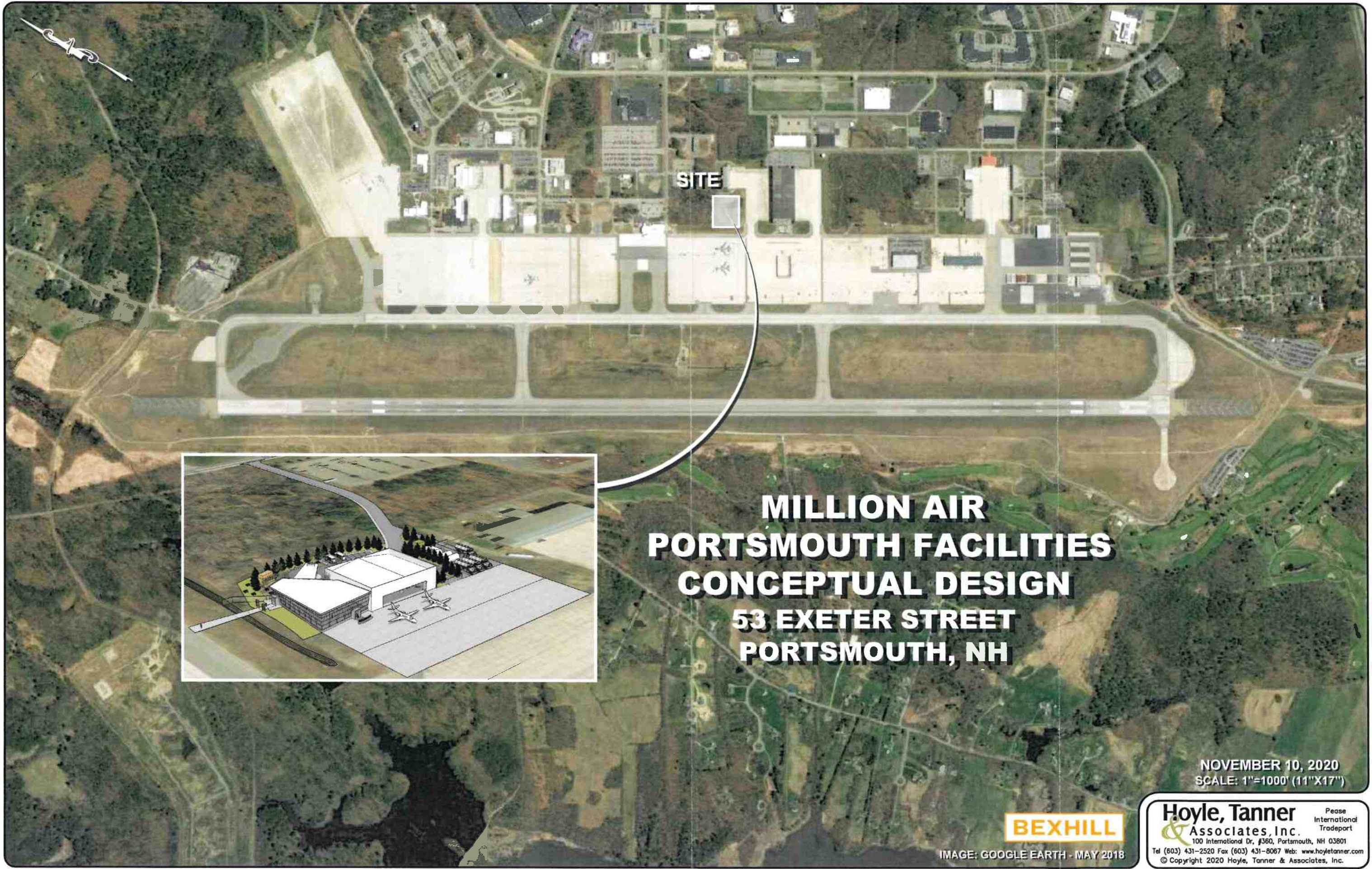
If PAP's concept is approved, detailed site plans will be completed and submitted for Site Review. Because it is situated in the Airport Zone, the project would go before the Pease Technical Review Committee and then to the PDA Board acting as a planning board for final approval. The wetland buffer Conditional Use Permit application would go before the PDA Land Planning and Capital Improvements Committee and then the full PDA Board for final approval.

Staff believes that PAP has a sufficient understanding of PDA's requirements and objectives so that its concept plan can be brought to the PDA Board for approval. At next week's meeting, please seek the Board's concurrence.

N:\ENGINEER\Board Memos\2020\PAP FBO concept approval.docx







**MILLION AIR  
PORTSMOUTH FACILITIES  
CONCEPTUAL DESIGN  
53 EXETER STREET  
PORTSMOUTH, NH**

NOVEMBER 10, 2020  
SCALE: 1"=1000' (11"X17")

**BEXHILL**

IMAGE: GOOGLE EARTH - MAY 2018

**Hoyle, Tanner  
& Associates, Inc.** Pease  
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Tradeport  
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# MILLION AIR PORTSMOUTH FACILITIES 53 EXETER STREET PORTSMOUTH, NH

EXETER STREET

AVIATION AVE

PROPOSED  
LEASE SITE  
(2.65± AC.)

PROPOSED  
FUEL FARM

HANGAR  
227

TEMPORARY FBO & HANGAR  
120 AVIATION AVE  
TEMPORARY PARKING & TIE  
DOWN LEASE AREA (15,000 SF)

140'

140'

140'

140'

PROPOSED PARKING &  
TIE DOWN LEASE AREAS  
(TOTAL = 135,000 SF)

PHASE 1  
OVERALL PLAN

NOVEMBER 10, 2020  
SCALE: 1"=300' (11"X17")

**BEXHILL**

IMAGE: GOOGLE EARTH - MAY 2018

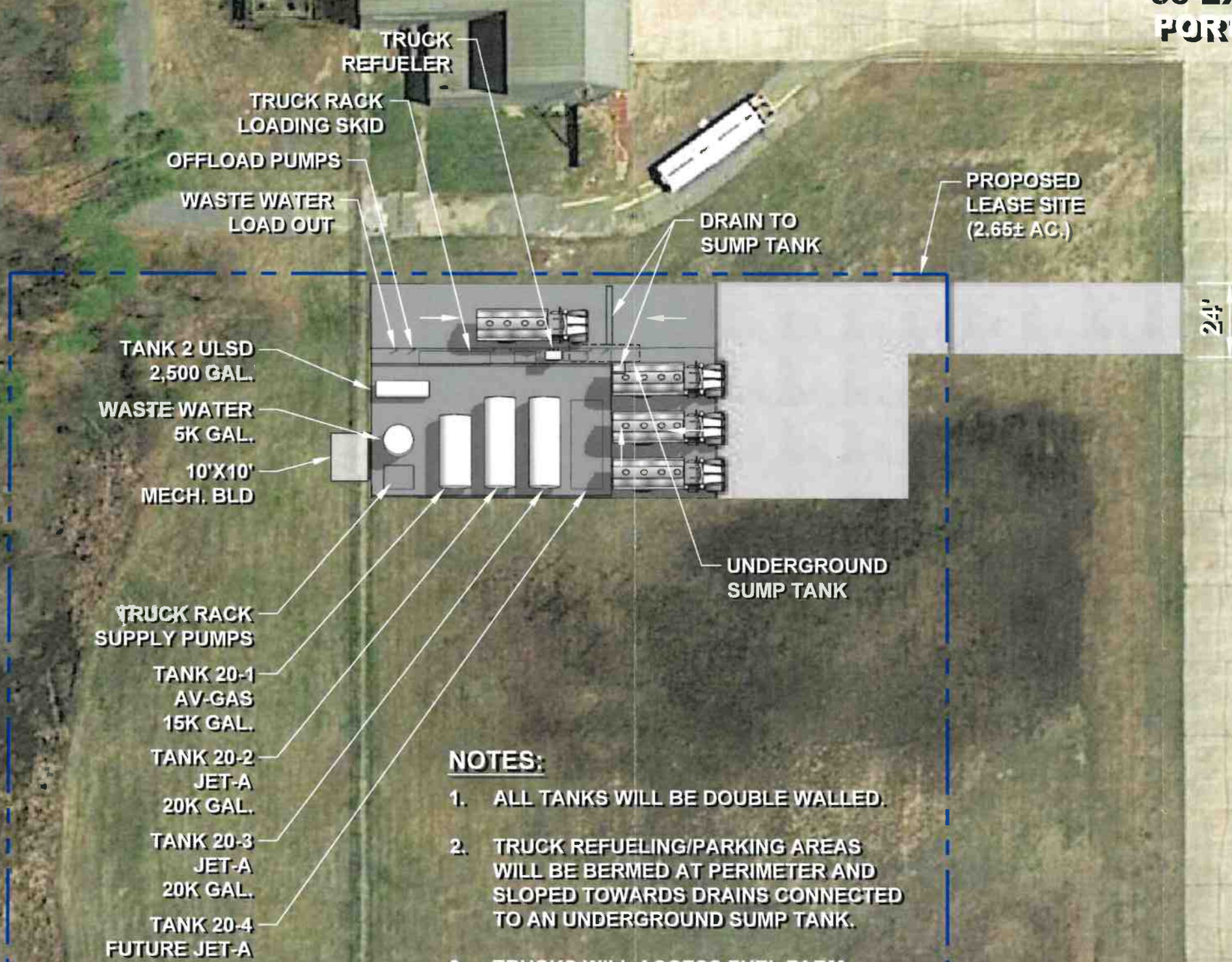
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**MILLION AIR  
PORTSMOUTH FACILITIES  
53 EXETER STREET  
PORTSMOUTH, NH**



- TANK 2 ULSD  
2,500 GAL.
- WASTE WATER  
5K GAL.
- 10'X10'  
MECH. BLD
- TRUCK RACK  
SUPPLY PUMPS
- TANK 20-1  
AV-GAS  
15K GAL.
- TANK 20-2  
JET-A  
20K GAL.
- TANK 20-3  
JET-A  
20K GAL.
- TANK 20-4  
FUTURE JET-A  
20K GAL.

**NOTES:**

1. ALL TANKS WILL BE DOUBLE WALLED.
2. TRUCK REFUELING/PARKING AREAS WILL BE BERMED AT PERIMETER AND SLOPED TOWARDS DRAINS CONNECTED TO AN UNDERGROUND SUMP TANK.
3. TRUCKS WILL ACCESS FUEL FARM THROUGH AN EXISTING AIRPORT GATE WITH AN ESCORT VEHICLE.

**PHASE I  
DETAILED PLAN**  
NOVEMBER 10, 2020  
SCALE: 1"=40' (11"X17")



IMAGE: GOOGLE EARTH - MAY 2013

**Hoyle, Tanner & Associates, Inc.**  
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# MILLION AIR PORTSMOUTH FACILITIES 53 EXETER STREET PORTSMOUTH, NH

EXETER STREET

AVIATION AVE

PROPOSED  
LEASE SITE  
(2.65± AC.)

PROPOSED PARKING  
& TIE DOWN AREA  
(25,000 SF)

HANGAR  
227

TEMPORARY FBO,  
HANGAR, PARKING &  
TIE DOWN AREA TO BE  
MOVED TO LEASE SITE

PROPOSED  
FBO, HANGAR  
& FUEL FARM

140'

140'

140'

140'

PROPOSED PARKING &  
TIE DOWN LEASE AREAS  
(TOTAL = 135,000 SF)

**FULL BUILD OUT  
OVERALL PLAN**

NOVEMBER 10, 2020

SCALE: 1"=300' (11"X17")

**BEXHILL**

IMAGE: GOOGLE EARTH - MAY 2018

**Hoyle, Tanner  
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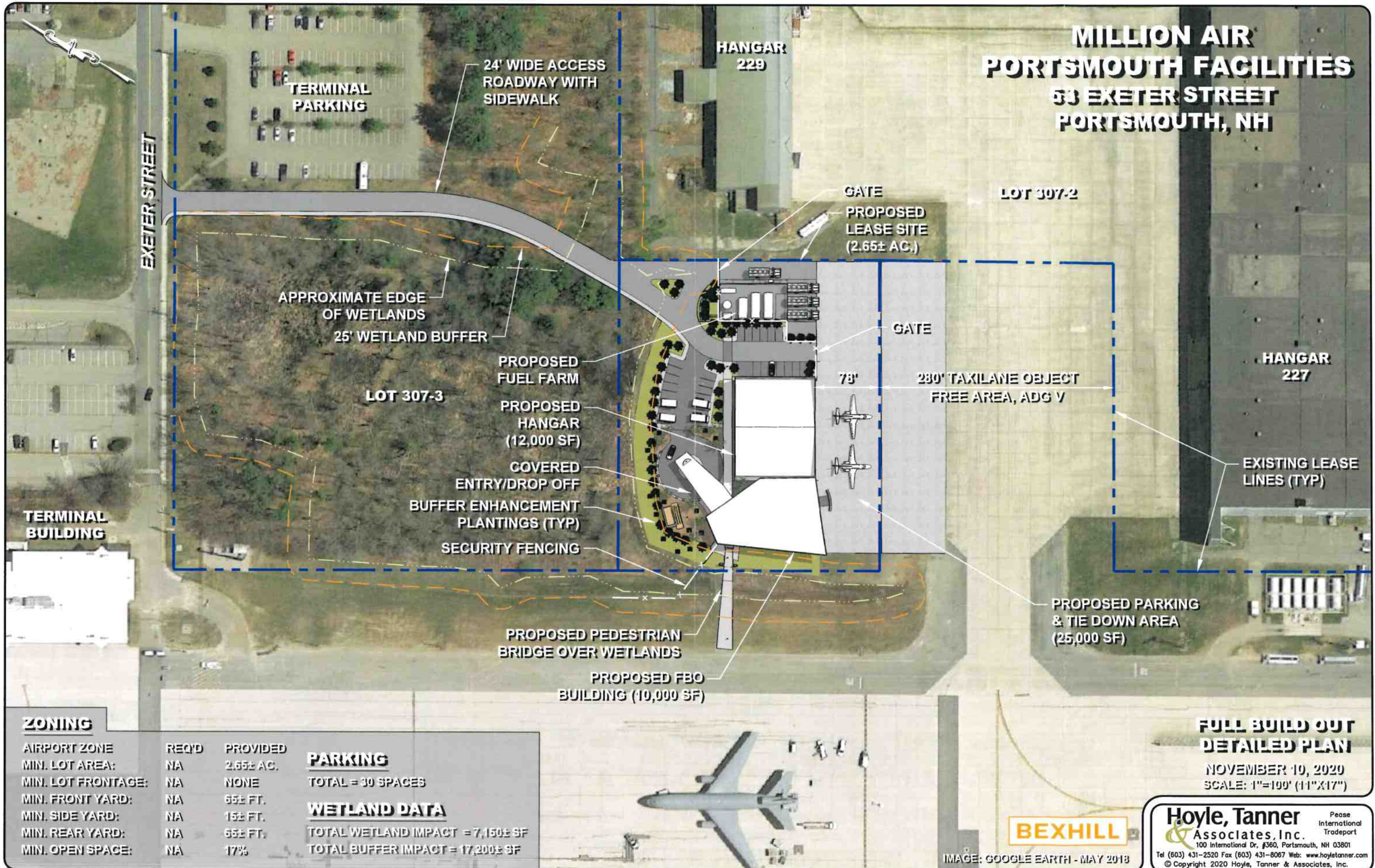
Pease  
International  
Tradeport







**MILLION AIR  
PORTSMOUTH FACILITIES**  
53 EXETER STREET  
PORTSMOUTH, NH



**ZONING**

AIRPORT ZONE	REQ'D	PROVIDED
MIN. LOT AREA:	NA	2.65± AC.
MIN. LOT FRONTAGE:	NA	NONE
MIN. FRONT YARD:	NA	65± FT.
MIN. SIDE YARD:	NA	15± FT.
MIN. REAR YARD:	NA	65± FT.
MIN. OPEN SPACE:	NA	17%

**PARKING**

TOTAL = 30 SPACES

**WETLAND DATA**

TOTAL WETLAND IMPACT = 7,150± SF  
TOTAL BUFFER IMPACT = 17,200± SF

**FULL BUILD OUT  
DETAILED PLAN**

NOVEMBER 10, 2020  
SCALE: 1"=100' (11"X17")



IMAGE: GOOGLE EARTH - MAY 2018

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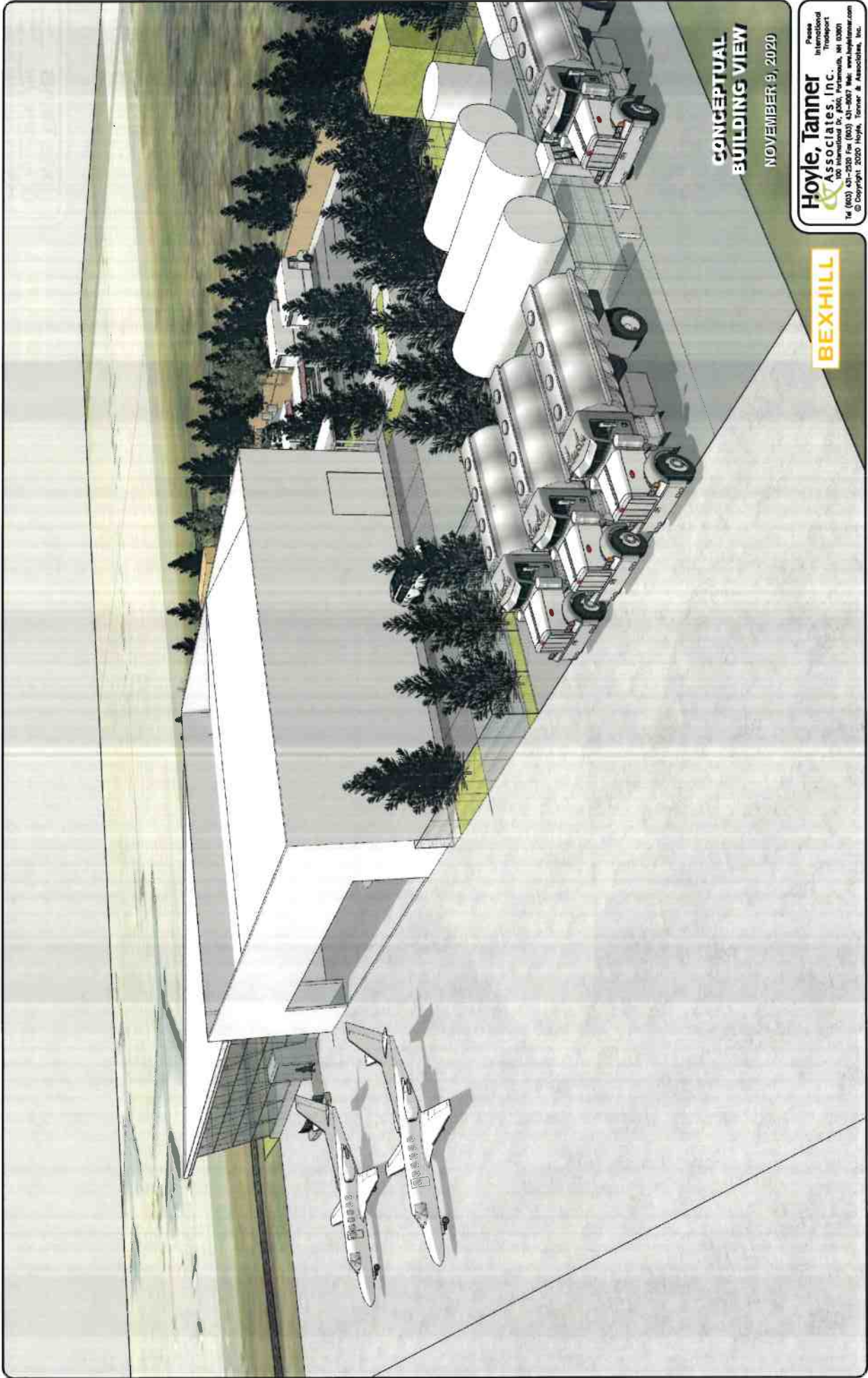


**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020



Hoyle, Tanner  
Associates, Inc.  
1000 17th Street, Suite 100  
Tomball, TX 77375  
Tel: (281) 431-2020 Fax: (281) 431-2027 Web: www.htai.com  
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**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020

**Hoyle, Tanner**  
International  
Associates, Inc.  
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**BEXHILL**





**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020

Please  
Inquire  
Interested  
**Hoyle, Tanner  
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**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020



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**CONCEPTUAL  
BUILDING VIEW**  
NOVEMBER 9, 2020

**Hoyle, Tanner  
& Associates, Inc.**  
Presents  
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10001 431-2520 Fax (803) 431-8973 Web www.hoyletanner.com  
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**BEXHILL**





**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020

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**BEXHILL**





**CONCEPTUAL  
BUILDING VIEW**

NOVEMBER 9, 2020

**Hoyle, Tanner**  
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**BEXHILL**



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INTEROFFICE MEMORANDUM

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TO: PAUL BREAN, EXECUTIVE DIRECTOR *P.B.*

FROM: ANDREW B. POMEROY, C.M., MANAGER, AVIATION PLANNING AND REGULATORY COMPLIANCE *AP*

SUBJECT: PEASE AVIATION PARTNERS LLC

DATE: 11/12/2020

CC: FILE

---

Million Air D.B.A. Pease Aviation Partners LLC, has submitted a request through a Letter of Intent (LOI) to open and operate a new full service Fixed Base Operation (FBO) at the Pease International Airport at Pease per the requirements of the Portsmouth International Airport's Airport Minimum Standards.

The LOI, illustrates a phased approach whereby Pease Aviation Partners LLC (PAP) will first utilize the hangar and office space of the Ocean Properties Hangar facility located on the easternmost edge of the corporate apron, construct a new aviation fuel farm at their future permanent location north of Hangar 227 and adjacent to Hangar 229, while utilizing aircraft parking apron space designated by the Airport that meet the requirements of the Airport Minimum Standards.

Once established, PAP plans to build a permanent hangar and office facility adjacent to their fuel farm.





**MOTION - XI.B.4.**

Director Anderson:

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 a three (3) year period commencing January 1, 2021 through December 31, 2023; in accordance with the memo from Sandra McDonough, Airport Operations Specialist, dated November 10, 2020, attached hereto.

**NOTE: Roll Call vote required.**



# Memorandum

To: Paul Brean, PDA Executive Director *fab*  
CC: File  
From: Sandra McDonough, Airport Community Liaison *Sm*  
Date: 11/10/2020  
Re: FAA Approved Runway Sand

---

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

The current contract for Runway Sand is \$89.00/Ton per ton with Read Custom Soils and expires on December 31, 2020.

Two companies submitted a bid prior to the scheduled bid opening, October 29, 2020 at 2:00 p.m. The bid results were:

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Holliston Sand Co. Inc	Slatersville, RI	1 Yr. \$102.68/Ton 2 Yr. \$102.68/Ton 3 Yr. \$102.68/Ton
Read Custom Soils	Wareham, MA	1 Yr. \$89.00/Ton 2 Yr. \$89.00/Ton 3 Yr. \$89.00/Ton

I recommend you seek Board approval to award the contract to Read Custom Soils for supply of FAA Approved Runway Sand in the amount of \$89.00 per ton for a 3 year period. We current have a contract with the same company and price that will expire December 31, 2020. The new contract will begin January 1, 2021 and expire December 31, 2023.



**MOTION – XI.B.5.**

Director Lamson:

The Pease Development Authority (“PDA”) 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 \$4.53 per gallon for a two (2) year period commencing January 1, 2021 through December 31, 2022; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated November 10, 2020, attached hereto.

**NOTE: Roll Call vote required.**

N:\RESOLVES\2020\Runway Deicing Liquid 11-19-2020.docx





# Memorandum

To: Paul Brean, PDA Executive Director *Pas*  
CC: File  
From: Sandra McDonough, Airport Community Liaison *SM*  
Date: 11/10/2020  
Re: Potassium Acetate Liquid Runway Deicer

---

The Pease Development Authority accepted bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations at the airport. The FAA is very restrictive on what deicing chemicals can be used at airports because of the corrosive qualities that cause serious damage to critical aircraft components. Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Potassium Acetate expires December 31, 2020.

Two companies submitted bids prior to the scheduled bid opening, October 29, 2020 at 2:15 p.m.

**Nachurs Alpine Solutions (current supplier)**

\$4.53 for a one year contract (current contract \$4.51 per gallon)

\$4.53 for a two year contract

\$4.57 for a three year contract

**Cryotech Deicing**

\$4.74 per gallon for a one year contract. (Cryotech only put in a bid for a one year contract)

The low bidder was Nachurs Alpine Solutions Industrial of Marion, Ohio, at \$4.53 per gallon for a two year contract. The price is up \$.02 from last year's contract. Cryotech was the other company that submitted a bid. Their bid was \$4.74 per gallon, \$.21 more than the low bidder.

I recommend you request Board approval to award a contract to Nachurs Alpine Solutions Industrial of Marion, Ohio (our current supplier) for Potassium Acetate Based Runway Deicing Liquid in the amount of \$4.53 per gallon for a two year period. This contract will begin January 1, 2021 and expire December 31, 2022.



# Memorandum

**To:** Paul Brean, PDA Executive Director *Paul*  
**CC:** File  
**From:** Sandra McDonough, Airport Community Liaison *SM*  
**Date:** 11/10/2020  
**Re:** Sodium Formate Contract

---

The Pease Development Authority accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations at the airport. The FAA is very restrictive on what deicing chemicals can be used at airports because of the corrosive qualities that cause serious damage to critical aircraft components. Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Sodium Formate expires on December 31, 2020.

Two companies submitted bids prior to the scheduled bid opening October 29, 2020, at 2:30 p.m.

**Nachurs Alpine Solutions Industrial (Current supplier)**  
\$0.76 per pound for a one year contract. (Same as 2020 contract)  
\$0.77 per pound for a two year contract.  
\$0.78 per pound for a three year contract.

**Clariant**  
\$0.63 per pound for a one year contract.

I recommend you seek Board approval to award the contract to Clariant for the supply of Sodium Formate in the amount of \$.63 per pound, for a one year period. This contract will begin January 1, 2021 and expire December 31, 2021.





*Division of Ports and Harbors Advisory Council  
555 Market St.  
Portsmouth, NH 03801  
Tel 603-436-8500*

**PORT ADVISORY COUNCIL MEETING MINUTES  
WEDNESDAY SEPTEMBER 9, 2020**

1. CALL TO ORDER

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

PRESENT:

Roger Groux  
Brad Cook  
Erik Anderson  
Chris Holt  
Chris Snow  
Mike Donahue  
Esther Kennedy

PORT STAFF:

Geno Marconi  
Brenda Therrien  
Tracy Shattuck

2. APPROVE MINUTES

Erik A. made a motion to accept the June 10, 2020 minutes. Chris H. seconded, no further discussion, all were in favor and the motion carried.

3. FINANCE REPORT

Geno spoke on the Draft finance report ending the fiscal year, June 30, 2020. The report shows a loss of revenue for parking and fuel sales, but the operating income is still over the budgeted amount. The income that the Division received from direct fuel sales to the vessels from the fuel truck will be added in to each business unit where the fueling took place, this will not affect the overall bottom line for the Division. There was no further discussion.

4. DIRECTOR'S REPORT

Geno reported on the cargo numbers for end of FY 2020, the tonnage was up 50.2% because of the quantity of road salt that was brought in. Cianbro is on site for the Super Flood Basin project at the Navy Yard. They have brought in approximately 30,000 MT of crushed stone. There is a report in the Council's packet that was given to the PDA board at their August meeting that describes the progress of project, and includes several photographs. The Port has had good income since July resulting from this tenants activities. Road salt hauling will start within the next couple of weeks and the Port is working on a traffic flow pattern so that conflicts between the trucks are avoided. Geno explained the 2<sup>nd</sup> phase (the Dry Dock) of the PNSY project should be going out to bid 2<sup>nd</sup> quarter of 2021. It will last for about 12 months and is a \$400 million project.

Design and engineering for the BUILD Grant is proceeding, sub-contractors are starting geo-technical borings. Functional Replacement is in the review phase, the Port and Appledore have answered the follow-up questions from NH DOT and are waiting for a reply. Geno hopes the folks from DOT will come to the Port for an in person visit to get a better understanding of the project. The Fish Pier construction has started. The ice machines will be removed there will be temporary electrical service installed. There have been no change orders to the Fish Pier



plans that have resulted in a change in the contract price. Geno did submit a variance request to the State Fire Marshall for a 3 sided enclosure as fire code only allows a 2 sided enclosure. Mike asked about the Turning Basin, no new news. Geno explained about the visit to Rye Harbor by Senator Shaheen and Senator Gregg and conversations did come up regarding the deterioration and shoaling up river. Roger added that the Navy Yard is doing so many projects because the maintenance for attack subs is 4 years behind schedule. The Portsmouth Navy Yard is the only one on the East Coast that provides maintenance to these subs. The Super Flood Basin is a high priority because of this. This leaves the Port in a good position for potential revenue sources. Geno went over the PDA Board items from their August meeting which are in the Councils meeting packet and include:

- 1) Approvals
  - Pilot Reappointment of Capt. Chris Holt, Class I Pilot
  - Pilot Initial Appointment of Capt. Nick Dawes, Class I Pilot
- 2) Reports
  - Market St. Cianbro activity report
  - HVAC Security Guard Shack, Market St. Terminal
  - Right of Entry, Wicked Tuna, Rye Harbor
  - Commercial Mooring Transfers
  - Commercial Mooring for Hire
- 3) Board Action of Mooring Permit Appeal
  - Appeal of William Raley

No further discussion.

5. NEW BUSINESS

Discussion regarding the replacement of the New Castle/Rye Bascule Bridge. A draft letter to the USCG from the Council to show its support of a Bascule Bridge and strong opposition of a Fixed Bridge, was presented for review, comment and approval. Roger spoke on a recent phone meeting that took place on August 27, 2020 between the NH DOT and the (bridge) Public Advisory Committee. Roger added that Senators Watters (head of the NH Transportation Committee) and Sherman have concerns with a fixed bridge. Sen. Watters had pointed out to Roger that after DOT made their decision the legislature had passed legislation that says “[...essential items of infrastructure have to be built keeping in mind projected tidal levels of the year 2100 which are projected to be 3 ½ to 6 feet higher than normal...]”. There is currently a \$10 mil delta (difference) between the fixed and bascule bridge option, but as the height of the fixed bridge becomes higher and higher the delta between the 2 costs becomes smaller and smaller. Geno added that he received a phone call from USCG letting him know the topic is coming to surface again and that the CG had preliminarily approved a fixed bridge 2 years ago. However, the CG is going to be reviewing the preliminary approval again anyway as the criteria has changed. Geno resent him the 2 letters that the PAC had previously sent to Chris Bisignano. Geno then received a call from NH DOT about the upcoming meeting where he suggested the Chairman of the PAC be invited to the meeting as well. Geno will follow up with Jeff Stieb regarding the new criteria.

Esther commented that she sat on a committee a couple years ago for this bridge, at the State, and several local entities came and testified in support of a bascule bridge. She wondered what came out of those meetings. Geno said that reports should be available on the NH DOT website.

Geno introduced Tom Reis, as a public attendee and owner of the marina in Sagamore Creek. The Chairman varied from the meeting rules and invited Tom to speak on the bridge topic (as well as the other member of the public in attendance, Peter Welch). Tom spoke from a business owner’s perspective on the topic and is very concerned about the consequences should a fixed bridge be installed. One of the reasons he made the incredible investment in the marina is that he was assured a lift bridge would remain which is essential for the much needed revenue to bring the marina out of disrepair. Current challenges include not able to get construction equipment

through there, vessels running aground, the marina has lost several customers with larger boats that can't make it through the bridge, several vessels have had to wait 5 hours for the bridge to be opened, and the mechanisms are not reliable. Tom told the council that not only had he written letters and spoken to Bob Landry of NH DOT but has had conversations with Chris Bisignano of the Coast Guard. The Council thanked him and suggested he resubmit his opposition to the fixed bridge.

After several minutes of discussion, which included comments about the proposed water lines from Portsmouth, dredging, the cost of the mitigation that will need to be done if a fixed bridge is chosen, the position that the Town of Rye has taken (if any), underwater lines, boat traffic and bridge opening numbers, winter storage, a proposed additional paragraph on the last page from Erik, commercial marine activities in the back channel, suggestion from Mike to remove the wording regarding "the will of the people", the effect on the commercial and recreational users of that water way, the amended coast guard criteria, and the effect the upcoming election might have financially, Erik A. made a motion to approve the letter (attached for reference) with suggested changes and cc to Governor's office, Brad C. seconded the motion. A vote was taken and all members unanimously voted to approve sending the letter, after making the suggested changes. Roger said there will need to be a course of action to follow up with the letter. Geno and Roger are on the Public Advisory Committee and will let the council members know of any upcoming meetings. Mike asked for the new CG criteria to see how our evidence stacks up to what they are now looking at. Geno will speak about this during his report to the PDA Board. As a reminder, the letter is cc'd to the PDA Executive Director and the Chairman of the PDA Board.

6. OLD BUSINESS

No old business.

7. PUBLIC COMMENT

Peter Welch from Newington expressed concerns over a boat named "Special Interest" that is anchored in the Newington Harbor and it breaking loose and risks taking 3 or 4 nearby boats down with it. Tracy advised that the Port is aware and is working closely with the Newington PD and other state agencies. Tracy was told by the owner that he will be getting the boat out. The Port is not able to seize the boat.

8. PRESS QUESTIONS

No press in attendance.

9. ADJOURNMENT

Roger spoke about the October meeting and asked if it would be possible to get the meeting room at Pease. Geno will look into it. Chris H. made a motion to adjourn, Brad seconded, and all were in favor. The meeting adjourned at 7:18 PM.





DIVISION of PORTS and HARBORS  
ADVISORY COUNCIL

555 Market Street  
Portsmouth, NH 03801  
(603) 436-8500  
[www.portofnh.org/portadvisorycontacts](http://www.portofnh.org/portadvisorycontacts)

10 September 2020

Mr. Chris Bisignano, P.E.  
Commander, First Coast Guard District  
Supervisory Bridge Management Specialist  
Battery Building, Rm 301  
1 South Street  
New York, NY 10004-1466

Subject: New Castle/Rye Bridge Replacement

Dear Mr. Bisignano,

Please accept this letter in **SUPPORT OF A BASCULE BRIDGE** for the replacement of the existing Route 1B bascule bridge, Wentworth Road, between New Castle and Rye New Hampshire (bridge No. 066/071).

The Pease Development Authority Division of Ports and Harbors (the "Division") Advisory Council (the "Council") is established in accordance with New Hampshire Revised Statute Annotated (RSA) 12-G:44, to consult with and advise the Division Director with respect to policy, programs and goals of the Division. The Division, in accordance with RSA 12-G: 43, plans for the maintenance and development of the ports and state tidal waters in order to foster and stimulate commerce and the shipment of freight through the state's ports and as an agency of the State; it assists shipping, and commercial and industrial interests that may depend on the sea for the transport of products, including such interests as may be desirous of locating in tidewater areas; and it encourages the establishment of accommodations for boat travelers, area boat owners, pleasure fishermen and others who pass up and down the NH coast line and its tributaries. Additionally, the Division aids in the development of salt water fisheries and associated industries.

The Council voted unanimously on February 18, 2015, again on May 10, 2017, to support a bascule bridge and to show that support by writing to the U.S. Coast Guard to express its **opposition to the fixed bridge** proposed by NH-DOT. Here we are in 2020 and as the decision making day nears, the members of the Council, at their monthly meeting on September 9<sup>th</sup>, have once again voted **UNANIMOUSLY** to express their **UNEQUIVOCAL, UNWAVERING, AND CONTINUING SUPPORT** of a **BASCULE BRIDGE** and **OPPOSITION TO A FIXED BRIDGE**.

The Council has followed the progression of this bridge replacement project and has witnessed public outreach meetings where the overwhelming public opinion is for the bridge replacement to be a **BASCULE** bridge. The Council most strongly and unanimously opposes a fixed bridge because the

**commercial and recreational uses of the Back Channel and Sagamore Creek, including use as a Harbor of safe refuge during storm events.**

The following are some of the results that the Council believes would be **additional negative consequences** to installing a fixed bridge:

**HISTORICAL SIGNIFICANCE** - The Newcastle/Rye Route 1B Bridge (#066/071) is one of only TWO bascule bridges remaining, both of which are still operable, in the State of New Hampshire. **It is also eligible for listing on the National Register of Historic Places.** Unfortunately, recent activity for the Hampton-Seabrook Bridge, also known as the Neil R. Underwood Bridge, points to replacement of that bridge with a fixed bridge, leaving the New Castle-Rye Bridge the last bascule bridge in the State of NH. The New Castle-Rye Bridge **MUST** be preserved in its current design as an important example of this historic bridge type for future generations to appreciate.

In a letter dated 24 June 1994, the Department of Transportation Commissioner said "....the Department agrees that the remaining two bascule bridges within the State are worthy of protection...." and it is preferable that more than one bridge of the same thematic grouping be included in the Statewide bridge preservation plan". He goes on to say that "....**the Department agrees that only under extraordinary circumstances will either of these two bridges be removed**".

Likewise, in a Memo of Agreement between the Federal Highway Administration, the New Hampshire State Historic Preservation Office, the New Hampshire Department of Transportation and the Advisory Council on Historic preservation agreed that "....**the two remaining (bascule) bridges....are of sufficient quality, location and importance that only under exceptional circumstances (natural disaster creating a serious safety hazard or some other truly unforeseen situation) will either bridge be removed. NHDOT also commits to work towards the long term maintenance and preservation of BOTH bridges in consultation with SHPO**".

Furthermore, attached is a letter from the Historic Bridge Foundation letter dated 17 May 2017 to Jamie Sikora, of NH FHWA regarding the Environmental Assessment and 4(f) Evaluation. This letter contains key information which supports the Council's position in this matter.

Given the aforementioned agreements, the bridge in question **MUST** be replaced with a like bascule bridge. **To do otherwise violates the previous agreements** worked out amongst the interested parties and goes against the overwhelming support of the citizens of the area.

**DREDGING** - The Back Channel and Sagamore Creek are waterways that are entirely within the confines of the island of New Castle and the "Three Bridges." It is important to note that only the subject bridge has the capability of opening to eliminate air draft restrictions. These waterways are Federal Navigation Projects under the control and supervision of the U.S. Army Corps of Engineers. The Council's position is that a fixed bridge would cause limitations on the size and type of equipment that could be used for maintenance dredging of Sagamore Creek and the Back Channel, reducing the efficiency of dredging and driving dredging costs up substantially. The higher cost of a dredging project would lower its priority to the Army Corp of Engineers and thereby reduce the potential for future maintenance dredging.

**HARBOR OF SAFE REFUGE** - Sagamore Creek and the Back Channel have historically been areas of safe refuge during storm events. Super storm SANDY allowed many commercial fishing and recreational vessels to take refuge in Sagamore Creek. Storm surge and wind generated waves have a minimal effect within the confines of these waterways. It is the Council's position that a fixed bridge would limit the ability of vessels to take advantage of this "Hurricane Hole" whereas a new, more efficient bascule bridge



would provide access to more diverse types of vessels during storm events, thereby offering safe refuge for any type of vessel that needs it.

**OPERATING MECHANISM** - The existing bridge was built in 1940 and still uses the 1940 technology to operate which requires a four (4) hour call for an opening. Certainly, this lengthy notice requirement is a significant limitation as evidenced by the low number of openings being recorded. NH-DOT has indicated that with the advancements in technology for bridge mechanisms, monitoring, and controls, the current advance notice time could be significantly reduced by incorporating this modern technology. It is the Council's position that a new, modern bascule bridge will increase the use of the waterways by providing much easier and timelier access.

**COMMERCIAL USES** - It is the Council's position that the replacement of the existing bascule bridge with a fixed structure will restrict the type of commercial vessels that would be able to use the waterways due to the type and height of the rigging on board the vessel. For example, it would become prohibitive for fishing vessels rigged for dragging that have a mast, "A-Frame" net reels, and out-riggers, unless in the retracted position, to enter these waterways. Marinas and charter boat companies would be limited in the type of vessels that they could handle, thereby negatively affecting their business.

**SEA LEVEL RISE** - With today's engineering and construction methods, a replacement bridge is expected to have a life expectancy of at least, if not considerably more than, the 80 years that the existing bridge has lasted. In an August 2019, 80 page report from the University of NH (in partnership with the NH Coastal Flood Risk Science and Technical Advisory Panel, and NH Department of Environmental Services) called NH Coastal Flood Risk Summary Part I: Science, there is an anticipated **3.8 to 6 foot sea level rise by the year 2100**. More importantly, with land ice being the primary contributor to sea level rise, more recent reports on Greenland and Antarctica melt rates have moved sea level rise rate projections upwards of that number.

Therefore, if a fixed bridge is installed it is the Council's position that with the projected rise in sea level over the next 80 years, there is no doubt that the height restrictions will become even more severe and further restrict vessel access to the Back Channel and Sagamore Creek.

Alternatively, if a fixed bridge is designed and built to accommodate the anticipated sea level rise, the height and length of the approach road will raise the cost and time of construction of a fixed bridge alternative substantially, to the point of significantly, if not completely, **negating the cost difference between the fixed bridge and the bascule bridge**.

**PROPERTY DEVALUATION** - The majority of marine related commercial businesses and residential shore front properties located in the Back Channel and Sagamore Creek have dock facilities. These properties were purchased with the full knowledge that a bascule bridge was in place, which allowed them access to the sea without height restrictions. It is the Council's position that building a fixed bridge, with its permanent height limitations, will severely impact access to the sea and materially diminish the value of those shore front properties that have dock facilities on the Back Channel and Sagamore Creek.

**WATER PIPE LINE** -As there is currently no water service, nor has there ever been, on the New Castle/Rye Bridge, the water pipeline which has been proposed by the City of Portsmouth would be a secondary service line supplementing existing lines which already service the island. Additionally, the delta between the line being placed under a fixed bridge or on the channel bottom is estimated at between \$400,000 and \$600,000, not the \$3 million originally reported.

Therefore, the Council's position is that the proposed new water pipeline is a non-issue and should not be included as a determining factor in the decision making process for a fixed bridge versus a bascule bridge. Doing so will interfere with the existing right of free passage for vessels and create navigation issues.

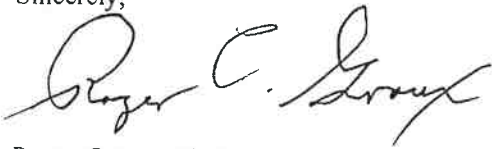


The Council has described eight (8) categorical conditions surrounding the circumstances for supporting the continued existence and replacement of the New Castle/Rye bascule bridge and has given reasonable and unequivocal rationale to support our position. All members of the Council are unanimously committed to that position and anything different would have to be justified above and beyond what the Council and the public have presented.

**Finally, it is the Council's collective opinion that to replace this historic bascule bridge with a fixed bridge is a breach of the duty of government to protect the interests of its citizens.**

On behalf of all of the members of the Division of Ports and Harbors Advisory Council, thank you for your time and consideration.

Sincerely,



Roger Groux, Chairman  
Division of Ports and Harbors  
Advisory Council

Cc: Captain LeFevre, Commander, Sector Northern New England, US Coast Guard  
Shaun T. Doyle, LT, Waterways Safety, US Coast Guard  
David T. Bourbeau, LT, Marine Safety Detachment, US Coast Guard  
Jeffrey Stieb, Bridge Management, 1<sup>st</sup> Coast Guard District  
Jennifer Reczek, PE, Project Manager, NH-DOT Bridge Division  
U.S. Army Corps of Engineers, New England District  
The Honorable Christopher Sununu, Governor, State of New Hampshire  
Senator David Watters, Chairman, NH Senate Transportation Committee  
Senator Tom Sherman, NH District 24  
Paul Brean, Executive Director, Pease Development Authority  
Kevin Smith, Chairman, Pease Development Authority  
Peter Loughlin, Chairman, Pease Development Authority Port Committee  
Captain Geno Marconi, Director, Division of Ports and Harbors  
William Stewart, Chair, Town of New Castle Selectboard  
Rodney Rowland, Chair, Town of New Castle Historic Commission Division  
Karen Conard, City Manager, City of Portsmouth  
Rick Becksted, Mayor, City of Portsmouth  
James Splaine, Assistant Mayor, City of Portsmouth  
Philip Winslow, Chairman, Town of Rye Board of Selectmen  
Phil Walsh, Chair, Town of Rye Heritage Commission  
Cheri Patterson, Chief of Marine Fisheries Division, NH Department of Fish and Game  
Captain Tim Dunleavy, NH State Police-Marine Patrol Division

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commander  
First Coast Guard District

408 Atlantic Av.  
Boston, MA 02110-3334  
Staff Symbol: dpb  
Phone: (617) 223-8619

16591  
Sep 15, 2020

New Hampshire State Port Authority  
Attn: Roger Groux  
Chairman  
Division of Ports and Harbors Advisory Council  
555 Market Street  
Plymouth, NH 03801

Dear Mr. Groux:

This letter is in reply to your letter dated September 10, 2020, to Mr. Chris Bisignano at the Coast Guard's First District bridge office in New York concerning the Route 1B Bridge over Little Harbor between New Castle and Rye New Hampshire. Mr. Bisignano has retired from federal service. I am the Bridge Management Specialist assigned to the matter.

Your letter expressed the continuing support of the Advisory Council for the replacement of the existing bridge with another bascule bridge. The Coast Guard has requested the New Hampshire Department of Transportation to prepare a Navigation Impact Report. This report will analyze the navigation impacts of the bridge design alternatives and assist the Coast Guard in determining the vertical and horizontal clearances required to meet the reasonable present and future needs of navigation. We will consider the information provided in your September 10, 2020, letter and ask the Council for an update prior to making a decision regarding clearances.

Sincerely,

STIEB.JEFFREY.D.1062179976

Digitally signed by  
STIEB.JEFFREY.D.1062179976  
Date: 2020.09.15 10:31:56 -04'00'

J. D. STIEB  
Bridge Management Specialist  
U.S. Coast Guard  
By direction

Copy: Jennifer Reczik, New Hampshire Department of Transportation  
LT Shaun Doyle, Coast Guard Sector Northern New England  
Captain Geno Marconi, Director, Division of Ports and Harbors



September 30, 2020

Jeremy Bell, Captain  
Isles of Shoals Steamship Company, Inc.  
315 Market Street  
Portsmouth, NH 03801

**Re: Forbearance Request - Isles of Shoals Steamship Company, Inc.**

Dear Captain Bell,

The Pease Development Authority (PDA) is in receipt of your request for a one year rent forbearance due to a disruption of business caused by COVID-19. A copy of your request is attached hereto as Exhibit A.

By way of background, the Isles of Shoals Steamship Company's (ISSCo) initial lease became effective January 1, 1999 with the State of New Hampshire/Port Authority. The lease, which has been amended six times, is for use of the premises referred to as the Barker Wharf and Parcels A1 and A2 (Burge Dock), with a current expiration of December 31, 2023. Currently, ISSCo pays rent to the PDA in the amount of \$2,752.81/month for the Barker Wharf and \$1,500/month for the Burge Dock. Additionally, ISSCo pays an annual \$5,000 maintenance fee and annual electric charge of \$2,073.44 (due in December). ISSCo's rent is subject to a CPI adjustment in January of 2021.

In light of the unprecedented situation caused by the COVID-19 pandemic, at its August 20, 2020 meeting, the PDA Board of Directors provided me, with the consent of the PDA Treasurer, the authority to grant up to 12 months of rent forbearance to those tenants who request the same and are able to show good cause why the request should be granted under the current circumstances. That rent must be paid back, with interest, within no more than 12 months of the end of the forbearance period. A copy of the approved PDA Board motion is attached hereto as Exhibit B.

This letter serves to inform you that, subject to your acceptance of the terms herein, and with the consent of the PDA Treasurer, I have granted the request of a rent forbearance for a period commencing August 1, 2020, through July 31, 2021, so you are able to retain the necessary capital to restart your 35<sup>th</sup> season operating from 315 Market Street. Please be advised that this forbearance does not include the annual maintenance fee or electric charge, which will be due as required. Additionally, the rent will still be subject to the CPI adjustment this coming January and will accrue annual interest at Prime plus 4%. ISSCo shall commence repayment of this rent over



Page Two  
September 30, 2020

Re: Forbearance Request - Isles of Shoals Steamship Company, Inc.

12 months (in equal installments) beginning on August 1, 2021. This repayment shall be in addition to the rent otherwise due during that time period. A repayment schedule is attached hereto as Exhibit C.

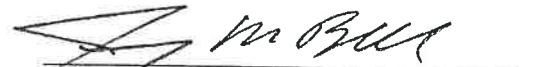
Please review this letter and attachments, countersign below, and return the signed original to me if in agreement with its provisions. Please feel free to contact me with any questions you may have regarding this matter.

Very truly yours,



Paul E. Brean  
Executive Director

Agreed to this 5<sup>th</sup> day of October, 2020,

  
\_\_\_\_\_  
Jeremy Bell, Captain  
Isles of Shoals Steamship Company, Inc.

PEB/rao

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





EXHIBIT A



**ISLES *of* SHOALS**  
**STEAMSHIP COMPANY**

Director Geno Marconi  
PDA Division of Ports and Harbors  
555 Market Street  
Portsmouth NH 03801

Director Marconi,

I am writing this letter to request forbearance of our monthly rent for a period of one year. As you know, Covid-19 has caused an exceptional disruption to businesses throughout the United States and the world. Due to the timing of the onset of the Covid-19 pandemic and subsequent government imposed lockdowns, seasonal businesses in the northern hemisphere have been especially hard hit. Specifically, the Isles of Shoals Steamship Company, has experienced the closure of our largest business partner the Star Island Corporation for the entire 2020 season, the loss of the first two months of our season due to government mandated shutdown, government imposed capacity limits which allowed us to operate at only 25% capacity, as well as seriously reduced consumer demand which along with the Star Island closure caused our season to end a month early. In all, the business disruption caused a 90% reduction in our gross revenue. Meanwhile many of our hard costs have remained unchanged, including insurance expense, mortgage expense, property lease expense, vessel maintenance expense, building maintenance expense, and utilities among many others. Rent forbearance will allow us to retain the necessary capital to restart our 35th season of business operating from 315 Market Street. Thank you for your consideration of my request.

Sincerely,

Captain Jeremy Bell

Co-owner, Isles of Shoals Steamship Company  
315 Market Street  
Portsmouth, NH 03801  
[Captain@islesofshoals.com](mailto:Captain@islesofshoals.com)  
207-332-1687

315 Market Street, Portsmouth, NH 03801  
1-603-431-5500, [www.islesofshoals.com](http://www.islesofshoals.com)

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**EXHIBIT B**



**MOTION - XI.B.3**

Director Anderson:

WHEREAS, RSA ch. 12-G vests the management of the Pease Development Authority ("Authority") in its Board of Directors;

WHEREAS, the Authority has duly enacted By-Laws in accordance with the provisions of NH RSA 12-G:8, XIX; and

WHEREAS, the By-Laws provide that the Executive Director shall have all the authority of the Chairman with respect to the signing of contracts, leases, releases, bond, note and other instruments and documents approved by the Authority; and

WHEREAS, the Authority deems it necessary to the management and regulation of its affairs to delegate to the Executive Director the authority to consent to, approve and execute required documents for to facilitate rent accrual and payment forbearance agreements of up to 12 months, with interest, to provide relief for the business interruption suffered by certain Pease International Tradeport, Portsmouth Airport at Pease and/or PDA Division of Ports and Harbors tenants, concessionaires and real estate users.

NOW, BE IT RESOLVED, that the Authority does hereby delegate to the Executive Director the authority to consent to, approve and execute certain required documentation in accordance with the terms and conditions of the Limited Delegation to Executive Director: Consent, Approval, and Execution of Documents attached hereto and incorporated herein by reference.

6:14PM 01/15/2014 11:11 AM 11/15/2014 11:11 AM

MAKING YOU THERE



## EXHIBIT C

### ISLES OF SHOALS FOREBEARANCE SCHEDULE

ISLES OF SHOALS STEAMSHIP COMPANY, INC.

EXHIBIT C

RENT SCHEDULE					FORBEARANCE SCHEDULE					TOTAL PAYMENT TO TO THE PDA	
YEAR	MONTH	BARKERS WHARF	BURGE DOCK	RENT SUBTOTAL	OPENING BALANCE	INTEREST AT 7.25%	MONTHLY RENT	REPAYMENT SCHEDULE	CLOSING BALANCE		
2020	AUGUST	2,752.81	1,500.00	4,252.81	4,252.81	25.69			4,278.50		
2020	SEPTEMBER	2,752.81	1,500.00	4,252.81	4,778.50	75.85	4,252.81	-	3,557.16		
2020	OCTOBER	2,752.81	1,500.00	4,252.81	8,557.16	51.70	4,252.81	-	12,861.67		
2020	NOVEMBER	2,752.81	1,500.00	4,252.81	12,861.67	77.71	4,252.81	-	17,192.19		
2020	DECEMBER	2,752.81	1,500.00	4,252.81	17,192.19	103.87	4,252.81	-	21,548.87		
2021	JANUARY		1,500.00	1,500.00	21,548.87	130.19	1,500.00	-	23,179.06		
2021	FEBRUARY	2,787.22	1,500.00	4,287.22	23,179.06	140.01	4,287.22	-	27,606.32		
2021	MARCH	2,787.22	1,500.00	4,287.22	27,606.32	155.79	4,287.22	-	32,060.33		
2021	APRIL	2,787.22	1,500.00	4,287.22	32,060.33	193.70	4,287.22	-	36,541.25		
2021	MAY	2,787.22	1,500.00	4,287.22	36,541.25	220.77	4,287.22	-	41,049.24		
2021	JUNE	2,787.22	1,500.00	4,287.22	41,049.24	248.01	4,287.22	-	45,584.46		
2021	JULY	2,787.22	1,500.00	4,287.22	45,584.46	275.41	4,287.22	-	50,147.09		
2021	AUGUST	2,787.22	1,500.00	4,287.22	50,147.09	-	-	4,178.32	45,968.17	3,466.14	
2021	SEPTEMBER	2,787.22	1,500.00	4,287.22	45,968.17	-	-	4,178.92	41,789.75	3,466.14	
2021	OCTOBER	2,787.22	1,500.00	4,287.22	41,789.75	-	-	4,178.32	37,610.33	3,466.14	
2021	NOVEMBER	2,787.22	1,500.00	4,287.22	37,610.33	-	-	4,178.32	33,431.41	3,466.14	
2021	DECEMBER	2,787.22	1,500.00	4,287.22	33,431.41	-	-	4,178.92	29,252.49	3,466.14	
2022	JANUARY		1,500.00	1,500.00	29,252.49	-	-	4,178.32	25,073.57	5,678.32	
2022	FEBRUARY	2,822.06	1,500.00	4,322.06	25,073.57	-	-	4,178.92	20,894.65	3,500.98	
2022	MARCH	2,822.06	1,500.00	4,322.06	20,894.65	-	-	4,178.92	16,715.73	3,500.98	
2022	APRIL	2,822.06	1,500.00	4,322.06	16,715.73	-	-	4,178.92	12,536.81	3,500.98	
2022	MAY	2,822.06	1,500.00	4,322.06	12,536.81	-	-	4,178.92	8,357.89	3,500.98	
2022	JUNE	2,822.06	1,500.00	4,322.06	8,357.89	-	-	4,178.92	4,178.97	3,500.98	
2022	JULY	2,822.06	1,500.00	4,322.06	4,178.97	-	-	4,178.97	(9.09)	3,500.98	
				<u>48,868.46</u>						<u>50,147.09</u>	<u>99,015.55</u>

**NOTE**

1) FEBRUARY 2021 AND 2022 ESCALATION FACTOR PROJECTED AT 1.25%.

DRAFT







# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *PAB*  
FROM: Geno J. Marconi, Director, DPH *GJM*  
DATE: October 27, 2020  
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7637, from Norman Pike to Furmer Souther.

I have reviewed the attached paperwork and concur with the local Harbormaster and Chief Harbormaster that the request meets all the requirements of the PDA-DPH Code of Administrative Rules regarding commercial mooring transfers. Therefore, I am requesting approval of the transfer.

If you have any questions or need further information, please let me know.



Division of Ports & Harbors  
Memorandum

To: Capt. Geno J. Marconi  
From: Chief H/M Tracy R. Shattuck *TKS*  
Re: Commercial Transfer  
Date: October 27, 2020

---

Norman Pike and Furmer Souther are requesting the transfer of a Commercial Mooring Permit (#7637) in the Seabrook Harbor mooring field concurrent with the sale of equipment. Attached is documentation of Souther's commercial enterprise in the form of his fishing license. Also attached is the transfer request and bill of sale from Pike. Furmer Souther has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #7637 be transferred to:

Furmer Souther  
318 Winnicut Road  
North Hampton, NH 03862





## MOTION – XII.B.1.

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Heidi & Elisabeth Fisheries, LLC (“Heidi”) for one year effective January 1, 2022 through December 31, 2022 including four (4) one-year options to extend subject to the recommendation of the Division Director and the approval of the Executive Director, for the purpose of providing office rental and a location for Heidi to store equipment and prepare fresh fish for shipment at the Portsmouth Commercial Fish Pier; all in accordance with the memorandum from Geno J. Marconi, Division Director, dated October 26, 2020 attached hereto.

**NOTE: Roll Call vote required.**








# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth NH 03801

TO: Pease Development Authority ("PDA"), Board of Directors  
FROM: Geno J. Marconi, Division Director   
DATE: October 26, 2020  
SUBJECT: Portsmouth Commercial Fish Pier, Heidi & Elisabeth Fisheries, LLC.

The Division of Ports and Harbors (the "Division") received a request from James Hayward of Heidi & Elisabeth Fisheries, LLC ("Heidi") of 446 Beech Rd. Eliot, ME 03903 to continue to rent space ("Premises"), as described below and shown in the attached diagram, in the building at the Portsmouth Commercial Fish Pier ("PFP") located on Peirce Island, Portsmouth, NH.

In accordance with RSA 12-G:43 (b), "Aid in the development of the salt water fisheries and associated industries," and, as over the term of the current agreement, Heidi has been a responsible tenant working in cooperation with the Division staff and other users of the PFP for the past 2 years, the Division recommends that PDA approve a Right of Entry (RoE) for Heidi to continue use of the Premises subject to the following terms and conditions:

- LOCATION:** Portsmouth Commercial Fish Pier
- PREMISES:** 345 square feet of a refrigerated fish cooler, 500 square feet of inside work area, 123 square feet of office space, and access through common area, including restrooms, as shown on the attached diagram.
- PURPOSE:** Provide a location for Heidi to store equipment and prepare fresh fish for shipment.
- TERM:** One (1) year commencing January 1, 2022 through December 31, 2022. Heidi may exercise its right to extend for four (4) one (1) year options subject to the recommendation of the Division Director and the approval of the Executive Director.
- FEE:** First year, January 1 – December 31, 2022 at a rate of \$880.00 per month. Subsequent years to be reviewed, negotiated, and agreed to no later than November 1 of each consecutive year.
- INSURANCE:** Minimum insurance coverage to include Vessel Protection and Indemnity Insurance in the amount of \$100,000 to \$1,000,000 to be determined on a case by case basis depending on the size of the vessel, and endorsed for dockside liability to include piers, docks, ramps, floats, and rented premises, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope

of operations. Said policy shall include a waiver of subrogation in favor of the State of New Hampshire and the PDA and Division and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Portsmouth Commercial Fish Pier. Insurance provided pursuant to the ROE may not be cancelled without providing PDA with at least thirty (30) days advance written notice.

**ADDITIONAL TERMS  
AND CONDITIONS:**

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

**From:** Jamie Hayward [<mailto:heidielisabethfisheries@gmail.com>]  
**Sent:** Thursday, September 24, 2020 11:21 AM  
**To:** Geno Marconi <[G.Marconi@peasedev.org](mailto:G.Marconi@peasedev.org)>  
**Subject:** Re: Lease option renewal

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Good Morning,

With the lease option Renewal date of Nov 1 2020 fast approaching, I would like to take a moment to exercise Heidi and Elisabeth Fisheries LLC option to renew lease agreement for the space at the Portsmouth Fish Pier until December 31, 2021 as our current agreement allows.

I would also like to request an additional lease agreement following the December 31, 2021 timeframe. Another 5 year agreement with the last 4 years being annual options would be preferred as the past agreement has worked well for us.

Thank you  
James A. Hayward  
Owner





## **MOTION - XII.B.2.**

Director Lamson:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to complete negotiations and execute a Right of Entry for the use of a cold storage area for the storage of fresh and frozen lobster bait for the period of June 1, 2021 through May 31, 2023, with two (2) one-year options to extend subject to the recommendation of the Division Director and the approval of the Executive Director; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated October 26, 2020, attached hereto.

**NOTE: Roll Call vote required.**








# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth NH 02801

To: Pease Development Authority ("PDA"), Board of Directors  
From: Geno Marconi, Division Director   
Date: October 26, 2020  
Subject: Portsmouth Fish Pier ("PFP"), Cold Storage for fresh and frozen lobster bait

In May of 2018, the PDA Board of Directors approved a Right of Entry ("RoE") to lease the PFP Bait Cooler to a group of local commercial lobster fishermen, the PFP Bait Cooler users (the "Entity"); the final renewal option was exercised in May of 2020 and the current RoE expires on May 31, 2021. The Division of Ports and Harbors (the "Division") received a request from the Entity to enter into another RoE beginning on June 1, 2021 for two (2) years, with two (2), one (1) year renewal options.

In accordance with RSA 12-G:43 (b), "Aid in the development of the salt water fisheries and associated industries," and as over the term of the current agreement the Entity has worked well with Division staff and the other users of PFP, the Division recommends the PDA Board of Directors approve the a new RoE, beginning on June 1, 2021, under the same terms and conditions as set forth in the previous Right of Entry, which include the following:

- PREMISES:** Bait Cooler, Portsmouth Commercial Fish Pier.
- PURPOSE:** Cold storage of fresh and frozen lobster bait in the existing cooler at PFP (as shown on the attached plan).
- ENTITY:** Up to thirteen (13) individual businesses which will include:
- 12 Lobster fishermen that are berthed at PFP;
  - 1 Lobster buyer.
- TERM:** Two (2) years, commencing on June 1, 2021 through May 31, 2023, with two (2), one (1) year options to extend, subject to the recommendation of the Division Director and the approval of the Executive Director.
- FEE:** \$9,100 for the first year rental, subsequent year's rental to be reviewed, negotiated, and agreed to no later than April 1 of each consecutive year.
- INSURANCE:** Minimum insurance coverage to include Vessel Protection and Indemnity Insurance in the amount of \$100,000 to \$1,000,000 to be determined on a case by case basis, depending on the size of the vessel, and endorsed for dockside liability to include piers, docks, ramps, floats, and coolers, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations. Said policy shall include a waiver of subrogation in favor of the

○○○○ TAKING YOU THERE

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State of New Hampshire and the PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Portsmouth Commercial Fish Pier. Insurance provided pursuant to the ROE may not be cancelled without providing PDA with at least thirty (30) days advance written notice.

**ADDITIONAL  
REQUIREMENTS:**

- Prior to occupancy, the Entity and DPH will inspect the facility and document the current condition. The Entity will be responsible for maintaining the building for any damages occurring after the inspection.
- Signatories will maintain a valid berthing permit for the duration of the agreement.
- Signatories will maintain a valid pier use permit for the duration of the agreement.
- Entity will maintain the floor drain to ensure proper drainage
- Entity will maintain the refrigeration with a service provider approved by the DPH.
- Entity will keep the areas inside and adjacent areas outside clean and free from debris and trash.
- Barrels and pallets will be stacked and stored as to prevent obstruction of other activities and in a manner that is safe.
- Entity will use the hoist in accordance with the Hoist Safety Recommendations.
- Only owners, captains and employees of the Entity will be allowed access to the cooler.
- Any additional requirements as the Division may from time to time deem necessary due to prevailing conditions.

**From:** Dennis Robillard [<mailto:atlneter@aol.com>]

**Sent:** Saturday, October 10, 2020 11:39 AM

**To:** Geno Marconi <[G.Marconi@peasedev.org](mailto:G.Marconi@peasedev.org)>

**Subject:**

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

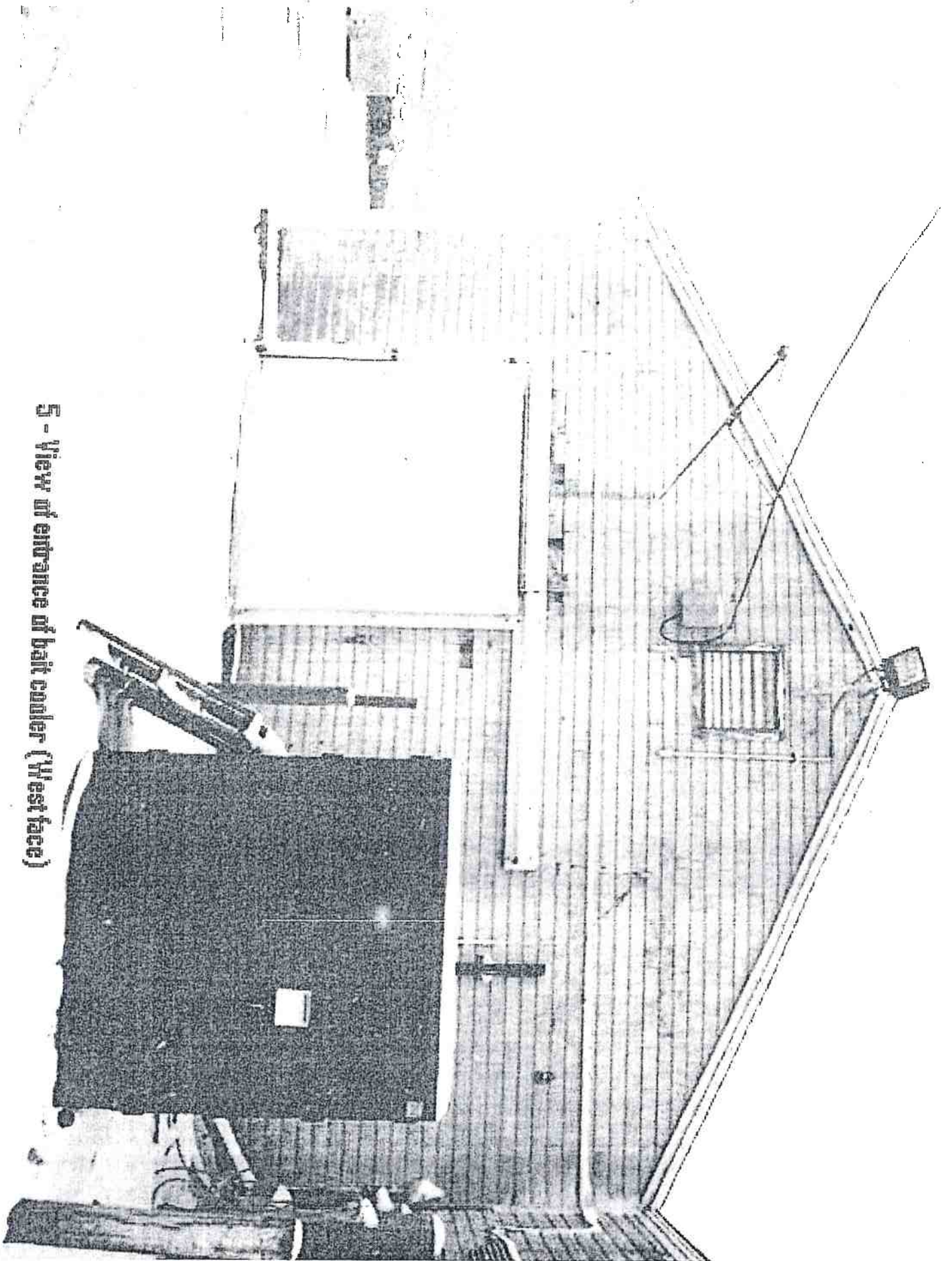
Dear Mr. Geno Marconi,

First I would like to say thank you for allowing us fisherman at the Portsmouth Fisherman's Co-op the opportunity to rent the cooler to store our bait. It has allowed us to retrieve our own bait at a cost savings to each and everyone of us.

We are in the third year of renting the cooler (the current agreement expires May 31, 2021) and I would like to propose leasing it again with four one year options there after. I ask you please consider this as I think it will make the leasing of the cooler more fluent for everyone.

sincerely,

Dennis Robillard



5 - View of entrance of bait cooler (West face)









## MOTION – XII.B.3.

Director Anderson:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to execute all necessary documents to approve Granite State Minerals, Inc.’s request to exercise the third one-year option of its License and Operating Agreement effective November 1, 2020, and to retroactively approve the exercise of its first and second one-year options, for use of a portion of the Market Street Terminal on terms and conditions substantially similar to those set forth in the memorandum of Geno J. Marconi, Division Director, dated October 26, 2020, attached hereto.

**NOTE: Roll Call vote required.**






# PEASE

INTERNATIONAL

PORTS AND HARBORS

538 Market Street, Suite 7 Portsmouth, NH 03801

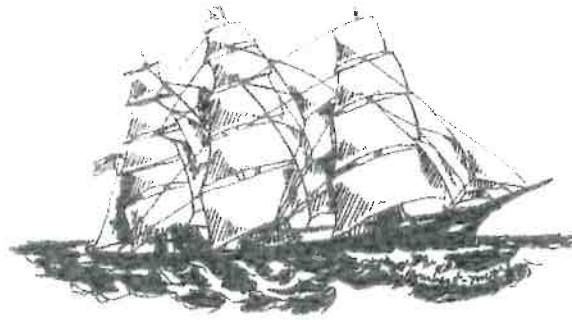
Date: October 26, 2020  
To: Pease Development Authority ("PDA"), Board of Directors  
From: Geno Marconi, Division Director   
Subject: Granite State Minerals/Eastern Salt Company License and Operating Agreement third extension

Granite State Minerals/Eastern Salt Company ("GSM/ES") and the Division of Ports and Harbors (the "Division") are parties to a License and Operating Agreement ("LOA") regarding the use of three (3) acres of space at the Market Street Marine Terminal for the storage and distribution of imported road de-icing salt. Additionally, GSM/ES uses the Main Wharf to dock ships and discharge road salt and the truck scale for weighing trucks transporting road salt from the terminal. The LOA began on November 1, 2017, for a one (1) year term, and contains four (4), one (1) year extension options. The Division received notification from GSM/ES of its intent to exercise its third of the four (4) options to extend the LOA for the use of three (3) acres.

The Division has reviewed the request and is recommending that the PDA Board of Directors approve the third extension with GSM/ES for the use of portions of the Market Street Marine Terminal under the same terms and conditions as set forth in the LOA, retroactive to November 1, 2020. Further, in reviewing this extension request, the Division noted that the two (2) prior extension requests were reported to the Board, but were not specifically approved by the Board consistent with the language of the LOA. As such, the Division also seeks retroactive approval of the first and second extension requests.



OFFICE:  
134 Middle Street, Suite 210  
Lowell, MA 01852  
Phone: 978 \* 251-8553  
Fax: 978 \* 251-8244



PLANT:  
227 Market Street  
Portsmouth, NH 03801  
Phone: 603 \* 436-8505  
Fax: 603 \* 436-2458

## Granite State Minerals, Inc.

October 14, 2020

Mr. Geno J. Marconi, Division Director  
Pease International Development Authority  
55 International Drive  
Portsmouth, NH 03801

Dear Geno,

Granite State Minerals, Inc. is notifying you that we would like to exercise our third option to renew our lease for an additional one (1) year term per the contract signed November 17, 2017. All terms and conditions are to remain the same.

Regards,

A handwritten signature in cursive script that reads "Shelagh E. Mahoney". The ink is dark and the signature is fluid and legible.

Shelagh E. Mahoney  
President



