

BOARD OF DIRECTORS' MEETING

Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith has declared COVID-19 an emergency condition and has waived the requirement that a quorum be physically present at the Board meeting in accordance with the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2021-04, and Emergency Order #12, Sections 3 and 4. PDA Directors will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call. Members of the public may participate by using the access information provided. Please note that this meeting will be video / audio recorded.

Join Zoom Meeting:

<https://us02web.zoom.us/j/89594326201?pwd=Mk0ydzdQRE5ReHVpbm9sWE5uamk4dz09>

Meeting ID: 895 9432 6201

Passcode: 736741

Dial by your location: +1 929 205 6099 US (New York)

****Any member of the public having difficulty accessing the Zoom meeting listed above during the public meeting should e-mail: zoom@peasedev.org.*

AGENDA

- I. Call to Order:
- II. Non-public Session: (Loughlin)
- III. Vote of Confidentiality: (Levesque)
- IV. Acceptance of Meeting Minutes: January 21, 2021 & January 28, 2021 * (Anderson)
- V. Public Comment:
- VI. Old Business:
 - A. Approvals:
 - 1. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – FBO Application * (Fournier)
 - 2. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – Conceptual Site Plan Approval * (Lamson)
 - 3. Lonza – Site Plan Approval Waiver * (Loughlin)

VII. Finance:

- A. Executive Summary *
- B. Reports:
 - 1. FY2021 Financial Report for the Seven Month Period Ending January 31, 2021 *
 - 2. Cash Flow Projections for the Nine Month Period Ending November 30, 2021 *
 - 3. Revolving Loan Fund for the Six Month Period Ending December 31, 2020 *
- C. Approvals:
 - 1. Updated Corporate Resolution – Bank Accounts * (**Lamson**)

VIII. Licenses/ROEs/Easements/Rights of Way:

- A. Reports: *
 - 1. PlaneSense, Inc. – Right of Entry regarding Hampton Avenue & Aviation Avenue
 - 2. Port City Air – Right of Entry for Portion of Hangar 227 for Storage of Two Vehicles

IX. Leases:

- A. Reports: *
 - 1. Sublease between 100 International, LLC to ONBRAND24, LLC
 - 2. Sublease between 119 International Drive, LLC to Stewart's Ambulance Service, LLC
 - 3. Sublease between 119 International Drive, LLC to EOFLOW, Inc.
 - 4. Sublease between Cinthesys Real Estate Management, LLC to Bauer Hockey, LLC

X. Contracts/Agreements:

- A. Reports: *
 - 1. Fishnet Media, LLC – PDA Website Work
 - 2. Fishnet Media, LLC – Pease Golf Course Website Work
 - 3. Sandwich / Salad Unit – Pease Golf Course
- B. Approvals:
 - 1. Turf Products LLC – Golf Course Large Rough Mower * (**Fournier**)
 - 2. Two Golf Utility Cars * (**Anderson**)
 - 3. Addendum to Contract with Five Star Golf Cars for Twenty (20) Additional Golf Cars for 2021 Season and Surcharge for Single Rider* (**Ferrini**)
 - 4. AIP Grant to Resurface the Airport Perimeter Road (aka Lowery Lane) * (**Levesque**)
 - 5. Dan Fortnam - Extension and Revision of Air Development Consulting Service Agreement * (**Loughlin**)

XI. Signs:

- A. Reports: *
 - 1. Laborie Medical Technologies, Corp. – 180 International Drive
- B. Approval:
 - 1. City of Portsmouth – Water Treatment Plant – 97 Grafton Road *** (**Loughlin**)

XII. 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) January & February 2021 *

B. Approvals:

1. Bills for Legal Services * **(Fournier)**
2. Allegiant Airlines - Marketing* **(Anderson)**
3. Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act * **(Ferrini)**
4. Town of Newington Transportation Alternative Program (TAP) Grant Application – Letter of Support * **(Lamson)**

XIII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council – Minutes of December 9, 2020 *
2. Port Advisory Council - Minutes of January 13, 2021 *
3. Portsmouth Fish Pier – Change Order #5 (Credit) / H.L. Patten *
4. Cianbro Corp. – Right of Entry – Market Street Terminal *
5. Commercial Mooring Transfer – Pike to Noyes *
6. Commercial Mooring Transfer – Chong to Collins *
7. Commercial Mooring Transfer – McLaughlin to McLaughlin *
8. Commercial Mooring Transfer – Chong to Nudd *
9. Commercial Mooring Transfer – Bohley to Naples *
10. Commercial Mooring Transfer – Randall to Adams *
11. Commercial Mooring Transfer – Thurlow to Thurlow *
12. Commercial Mooring Transfer – Ouellette to O’Neil *
13. Commercial Mooring Transfer – Armano to Merrow *
14. Report on the Commercial Fishermen Days at Dover DMV for the 2021 Season *

B. Approvals:

1. Right of Entry Extension - Juliet Marine Systems, Inc. “Ghost Boat” * **(Ferrini)**
2. Expansion of the Piscataqua River’s Uppermost Turning Basin Project * **(Levesque)**

XIV. New Business:

XV. Upcoming Meetings:


Port Committee	April 1, 2021 @ 8:00 a.m.
Audit Committee	April 12, 2021 @ 8:30 a.m.
Golf Committee	April 12, 2021 @ 9:00 a.m.
Finance Committee	April 12, 2021 @ 9:30 a.m.
Board of Directors	April 15, 2021 @ 8:30 a.m.

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

XVI. Directors' Comments:

XVII. Adjournment:

XVIII. Press Questions:

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



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

MOTION

Director Loughlin:

The Pease Development Authority ("PDA") Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:

1. Sale or Lease of Real or Personal Property [RSA 91-A:3, II (d)]; and
2. Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (I)].

NOTE: ROLL CALL Vote Required.



MOTION

Director Levesque:

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 March 18, 2021, meeting related to the sale or lease of property and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective 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.



MOTION

Director Anderson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors Meeting dated Thursday, January 21, 2021 and Thursday, January 28, 2021.

NOTE: ROLL CALL Vote Required.

PEASE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS' MEETING
MINUTES AGENDA

Thursday, January 21, 2021
meeting resumed on
Thursday, January 28, 2021

Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith declared COVID-19 an emergency condition and waived the requirement that a quorum be physically present at the Board meeting in accordance with the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-25, and Emergency Order #12, Sections 3 and 4. PDA Directors participated remotely and identify their location and any person present with them at that location. All votes were by roll call. Members of the public may participate by using the access information provided. This meeting was video / audio recorded.

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chair; Erik Anderson; Thomas Ferrini; Steve Fournier; Margaret F. Lamson; and Neil Levesque
Attending: Pease Development Authority ("PDA") staff on the Zoom meeting were Executive Director Paul E. Brean ("Brean"); PDA Deputy Director / General Counsel Anthony I. Blenkinsop ("Blenkinsop"); Finance Director Irv Canner ("Canner"); Engineering Manager Maria Stowell ("Stowell"); Golf Course General Manager Scott DeVito ("DeVito"); Division of Port and Harbors Director Geno Marconi ("Marconi"); IT Director Greg Siegenthaler ("Siegenthaler"); Raeline A. O'Neil, Legal Executive Assistant and members of the public.

AGENDA

I. Call to Order:

Chairman Smith ("Smith") called the meeting to order at **8:36 a.m.**

PDA IT Director Greg Siegenthaler was the moderator for the meeting who advised that meeting was being video/audio recorded and asked individuals to please follow the guidelines for the duration of the meeting:

1. In an effort to minimize background noise, we ask that all members of the public keep their microphones muted, and PDA Board members and staff are encouraged to stay on mute when not speaking during the meeting.
2. For members of the public wishing to speak during the public comment portion of the meeting, please press *9 on your phone to 'raise your hand', or press ALT+Y on your computer keyboard. The moderator will see your 'hand' and prompt you to make your comment. It is requested that no public comment be longer than 3 minutes.
3. This is a public meeting. If any member of the public causes a disruption to the meeting that would not allow the meeting to continue, the moderator will request that the Chair temporarily recess the meeting so that the disruption may be addressed. The moderator will then inform the Chair when the meeting may continue. If the Board is unable to continue the meeting due to the disruption, the Chair may elect to suspend the meeting to a later date/time, to be noticed in accordance with State law.
4. Once again, this meeting is being audio recorded. Following the meeting, a copy of the recording will be posted at townhallstreams.com

Smith welcomed the PDA Board of Directors, PDA Staff, members of the public to the meeting. The Board of Directors confirmed their presence on the call, physical location, and advised if there were any other individuals present with them:

Chairman Kevin Smith was located in Londonderry, NH with no other individual(s) present in the room.

Vice Chair Peter Loughlin (“Loughlin”) was located in Portsmouth, NH with no other individual(s) present in the room.

Erik Anderson (“Anderson”) was located in Portsmouth, NH with no other individual(s) present in the room.

Thomas Ferrini (“Ferrini”) was located in Dover, NH with no other individual(s) present in the room.

Steve Fournier (“Fournier”) was located in Dover, NH with no other individual(s) present in the room.

Peggy Lamson (“Lamson”) was located in Portsmouth, NH with no other individual(s) present in the room.

Neil Levesque (“Levesque”) was located in Goffstown, NH with no other individual(s) present in the room.

II. Non-public Session:

Director Anderson **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority (“PDA”) Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing (1.) Sale or Lease of Real or Personal Property [RSA 91-A:3, II (d)]; and (2.) Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (f)].

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

The non-public discussions commenced at 8:41 a.m. via Zoom.

Director Fournier **moved** the **motion** and Director Lamson **seconded** that the Board of Directors come out of non-public, at 9:27 a.m.

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

The public meeting resumed.

PDA IT Director Greg Siegenthaler was the moderator for the meeting. He advised the meeting was being audio recorded and asked individuals to please follow the guidelines for the duration of the meeting:

1. In an effort to minimize background noise, we ask that all members of the public keep their microphones muted, and PDA Board members and staff are encouraged to stay on mute when not speaking during the meeting.
2. For members of the public wishing to speak during the public comment portion of the meeting, please press *9 on your phone to ‘raise your hand’, or press ALT+Y on your

- computer keyboard. The moderator will see your 'hand' and prompt you to make your comment. It is requested that no public comment be longer than 3 minutes.
3. This is a public meeting. If any member of the public causes a disruption to the meeting that would not allow the meeting to continue, the moderator will request that the Chair temporarily recess the meeting so that the disruption may be addressed. The moderator will then inform the Chair when the meeting may continue. If the Board is unable to continue the meeting due to the disruption, the Chair may elect to suspend the meeting to a later date/time, to be noticed in accordance with State law.
 4. Once again, this meeting is being audio recorded. Following the meeting, a copy of the recording will be posted on the PDA's website – www.peasedev.org

Fournier asked for those members who have joined the public portion of the meeting who are not participating to turn off their video as it can impact (slow down or become garbled) for those who are participating in the meeting.

III. Vote of Confidentiality:

Director Ferrini moved the motion and Director Fournier seconded that be it 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 January 21, 2021, meeting related to the sale or lease of property and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective 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 unanimous (7-0) roll call vote for; motion carried.

IV. Acceptance of Meeting Minutes: December 22, 2020 * (Loughlin)

Director Loughlin moved the motion and Director Anderson seconded the motion to approve the minutes of the Pease Development Authority Board of Directors Meeting dated Tuesday, December 22, 2020.

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

V. Public Comment:

Siegenthaler reminded members of the public wishing to speak to press *9 on the phone to "raise your hand" or to press ALT+Y on your computer keyboard. At that time the moderator would prompt individual(s) to make their comments and asked that public comment be no longer than 3 minutes. Siegenthaler indicated he saw no hands raised.

Attys. Jacob Marvelley ("Marvelley") and Dan Hoefle represented Port City Air ("PCA"); Marvelley asked to exceed the three minutes for comment. Smith indicated he would allow five instead of three minutes. Marvelley indicated that PCA submitted a memorandum to the Board on Wednesday and stated today's votes are crucial; the process has been rushed and that important questions remain. Marvelley suggested that the Board table the pending motions to regain control of the process. Marvelley

indicated that today's vote would indicate who can bid on an exclusive four year contract to fuel military aircraft. *[Unclear Commentary]* Marvelley indicated that even with amendments, carve outs or restrictions to the approvals, Million Air will bid claiming operational status before it breaks ground. If Million Air were to win the bid, it would become PDA's emergency as Million Air will hold the key to significant airport revenue before it builds – this will place pressure on the Board to make concessions to remaining approvals losing control over the regulations of the airport. PCA was not provided its operational status until after it nearly completed its permanent facility and withheld status even though its temporary facilities were ready, in doing so PDA assured PCA was permanently ready to service customers before it was allowed to open its doors. Whereas with Million Air, the Board was asked to approve a flurry of submissions in a hurry; 63 days have passed since the Board had seen Million Air's first Letter of Intent (LOI) and the Board has been given only one or two business days to review the new LOI (without a document verifying what was changed). Million Air's FBO application is also being rushed, staff approved the FBO application, the next day the Airport Committee approved (with one business day to review a 55 page application); the public was not able to review it as it was not posted on the PDA website. A pattern has emerged of little notice to the public, this Board and/or its Committees violating the Right to Know law. Instead of this Board doing its statutory job of regulating the airport, the Board cannot do a meaningful review of the applications or receive public input. Marvelley states several questions to the Board for its consideration and asked why the process being rushed and who does it help. Marvelley indicated it must be that Million Air who wants to bid on a military contract now before building. Marvelley speaks to the violation of Minimum Standards (i.e.; temporary hangar full of aircraft which cannot be counted as FBO space, change of use of temporary hangar – would it impact operations and surrounding tenants).

Smith asked Marvelley to wrap up his comments; Marvelley concluded that PCA welcomes fair competition as long as entities are put through the same process and sequence of approvals. Marvelley stated that if approved (even with amendments and restrictions) Million Air will claim operational status, once this happens PDA has lost control of this process; asked that the motions be tabled until the Board can make sense of the submissions.

Ned Denney ("Denney") the CEO of PCA *[Unclear Commentary]* PCA and its employees will be greatly impacted by the outcome of the proceedings as well as that of the airport, vendors, customers, City of Portsmouth and US military. Denney stated that PCA had only received the information on Tuesday morning and has not had enough time to review the hundreds of pages of documentation. Claimed that the proceedings have been rushed with no public or constituency input and that there are many complex issues which need to be addressed (legal, DLA Defense Logistics Agency, FAA, zoning, procedural, aviation, environmental, equal protection, fairness, conflict of interest and exclusive rights, etc.). Denny indicated that PCA has not been afforded an opportunity to ask questions where it will be the most interested party. Without achieving any significant investment milestones, Million Air has made clear that it wants to bid on Portsmouth's single biggest contract which can only be awarded to one supplier [per airport]. In order to accomplish this goal, Million Air is trying to obtain PDA's blessing to obtain operational status on this field by leasing an occupied commercial hangar. Regarding the motion that indicates Million Air meets the Minimum Standards at Portsmouth, PCA did not meet these Minimum Standards until construction of a fully operational fuel farm was built, all of its ground handling service equipment was purchased and nearly completed the construction of its 30,000 sq. ft. hangar (investment of over \$4 million). All of this despite having been operational at Portsmouth four years after having built a thriving repair station in a leased 12,000 sq. ft. hangar with existing customers. Million Air wants to bypass these same standards and have PDA grant it temporary status. PCA welcomes competition and

Million Air to Portsmouth, but only if it is fair and equitable. Suggests that these can be remedied by the PDA by the following:

1. Reject plans to grant operating status to Million Air before it actually meets the minimum standards;
2. Reject any plan that calls for a change of use status of a general aviation ramp for commercial purposes;
3. Regarding the LOI, PDA should state in the agreement that it will not authorize Million Air to bid on any commercial contract until it fully meets PDAs own Minimum Standards for servicing the contracts. Denney asked the Board to do its due diligence as there is too much to risk to the airport if Million Air cannot fulfill the contracts.

Portsmouth International Airport at Pease ("KPSM") is a unique airport where one contract can determine who can survive on the airfield. Smith asked Denney to wrap up his comments. Denney finished that the minute the contract is signed, PDA will face an unusual and very difficult situation every four years for an exclusive agreement is issued by DLA where an exclusive use agreement at KPSM for the assignment of exclusive rights to a single service provider because only one is allowed. Ironically this is exactly what the PDAs Minimum Standards and FAA advisory were designed to prevent. Suggested not to pursue a rush to judgment, but hire an aviation consultant who can make sense of KPSM's unusual and complex situation for the benefit of all at KPSM. If Million Air is sincere in its desire to come to Portsmouth and see the community grow and prosper, it will agree.

Bob Jesurum ("Jesurum"), Founder/President of PCA, spoke to the argument made by Marvelley and for correcting a flawed process regarding consideration of Million Air's application; Denney outlined the actions the Board should take. The common theme of the solutions are that it is dangerous for the community and possibly illegal, so what is the rush. Jesurum indicated that Million Air is in a rush to bid on a military contract to be awarded this coming Spring and that there is no conceivable way Million Air could deliver. Asked what the rush in this process accomplishes for the PDA. *[Unclear Commentary]* Asked why the Board would consider anything with all of the open questions and why the process is being made so easy for Million Air. Jesurum said he is not asking to prevent Million Air as an FBO, in fact let Million Air build, so long as all of the same procedures are applied to Million Air that were applied to PCA. Jesurum stated such as not granting them a non-conforming change of use on its Executive Hangar; don't allow them FBO status unless all approvals are obtained... *[Unclear Commentary]*... have ordered steel, have a hangar space, fuel farm and equipment onsite, the same standards PCA had been held to. *[Unclear Commentary]*

Smith spoke to internet issues which were occurring and asked those who are not speaking, other than the Board, if they would turn off their cameras as this may help with the technical issues that were occurring. Smith asked Siegenthaler if there were any additional individuals looking to speak; Siegenthaler responded he did not see any.

Jennifer Gomes, Executive Vice President, FBO Operations for Million Air indicated they were trying to take themselves off mute and Roger Woolsey would like to say a few words.

Roger Woolsey ("Woolsey") of Million Air appreciated the time of the Board and the community individuals who were on the meeting as well. Woolsey reiterated that Million air is a 30+ year brand that has been voted #1 in the industry nine years in a row, who has contracts with all kinds of airlines (military, civilian, corporate etc.), is interested in promoting the Portsmouth airport and the community. Woolsey

spoke to the interesting words brought up by the other three speakers such as (dangerous and illegal) which is not the case. Further, Woolsey indicated that there are Minimum Standards and Million Air clearly meets every one of the Minimum Standards in its application. Beyond that, it intends to make large investments and that takes time. Woolsey assured the Board that it would not be selling services in any illegal manner and will meet every Minimum Standard (published by PDA) before the first transaction and will make sure it is 100% compliant with the FAA grant assurances. Woolsey indicated that the company is very professional and has a comprehensive and professional team putting forth information. It is asking today to approve what is before them so that they can continue to move forward as it meets every one of the Minimum Standards.

NOTE: The public comment section encountered technical issues which caused intermittent issues with bandwidth (responses delayed/slowed and screens being frozen) and portions of his commentary were unclear.

No other hands from the public were raised and therefore this section of the meeting closed.

VI. Committee Meetings:

A. Reports:

1. Airport Committee Agenda

Smith indicated that the Committee met on Tuesday, January 12th, via Zoom and it took up the FBO application of Pease Aviation Partners (a/k/a Million Air); the Committee voted to approve the application to move it forwarded to the Board.

Smith indicated that Brean provided the Committee with an update of the aviation rates and charges that would be increasing (incrementally).

VII. Old Business:

A. Report:

4. Lonza Biologics, Inc. – Iron Parcel Option Extension Agreement #3

Brean indicated that Lonza Biologics has agreed to extend its six month option on the 70/80 Corporate Drive parcel (Iron parcel) which will have it on that option until July 2021.

Smith indicated that there was an old item that had been tabled at the November 19, 2020 (the Board of Directors' to approve a Letter of Intent ("LOI") and Conceptual Plans for Pease Aviation Partners, LLC a/k/a Million Air). Smith asked for a motion to bring that item off the table.

Director Fournier moved the motion and Director Anderson seconded that the Pease Development Authority Board of Directors take the motion from the November meeting off the table.

Discussion: *[Unclear Commentary]* Blenkinsop indicated that the connection is unstable and suggested that the motion may not have been heard by all members and therefore suggested a pause in the meeting.

NOTE: The meeting up to this point in time had technical issues which caused intermittent issues with bandwidth (responses delayed/slowed and screens being frozen). At this time the meeting was recessed at 9:56 a.m.; the meeting resumed at 9:59 a.m.

Smith recessed the meeting at 9:56 a.m. until the technical issues had been reviewed by Siegenthaler. Blenkinsop indicated that after discussion with Siegenthaler, it was determined that the issue was on the Zoom side of the meeting and not PDA and indicated it was across users. PDA could come out of recess and move forward. That said, if PDA continues to have issues that impact the ability to communicate we may need to postpone the meeting as from a public observation/attendance perspective PDA would not be able to proceed.

Fournier informed Chairman Smith that a Google search indicated an outage going on with Zoom (NY and Washington and our area is starting to turn yellow).

Smith indicated the Board will move forward but agreed with Blenkinsop that if the issues continue there will need to be a motion to suspend the meeting and move it to another date.

Blenkinsop indicated when PDA were to come out of recess, he asked that the motion made/being made be restated as all may not have heard it.

Smith came out of recess at 9:59 a.m.; Smith asked for a motion to bring the November item which was approval of the LOI and Conceptual Plans for Million Air to bring that off the table as an initial motion.

Director Fournier **moved** the **motion** and Director Lamson **seconded** to bring the November item which was approval of the LOI and Conceptual Plans for Million Air to bring that off the table.

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

Smith indicated that this motion is off the table and since the Board has new LOI and Conceptual Plans to approve today on the agenda, he asked for a motion to not approve that item from November.

Director Anderson **moved** the **motion** and Director Lamson **seconded** not to approve the item from November.

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

Smith indicated that the item from November was not approved.

Smith informed those in attendance that this meeting closed the loop on the November motion that had been tabled and therefore the Board could move forward on the Million Air items on this agenda.

B. Approvals:

- 1. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – FBO Application**

Smith indicated he would recognize Director Levesque (“Levesque”) for a motion.

Levesque indicated in light of the fact that there has not been a lot of time to look at all of the issues on this item should *[Unclear Commentary]* this item until the next meeting. Lamson indicated a second.

Smith stated for the record that the motion is to postpone this item to the Board's next meeting in March to offer the Board more time to review all of the materials and asked if there was any further discussion from the Board. Fournier asked that all of the materials be received in one packet as information is being received from interested parties and staff and he wanted to make sure the documents received are the most up-to-date and correct to assure the Board receives everything correctly it would be reviewing. Lamson agreed with Fournier's comment and further stated that the documents being received from the various parties through General Counsel late in the afternoon and then they are forwarded to the Board who receives them in the evening, there is a lot to absorb and the Board wants to make a correct decision.

Director Anderson ("Anderson") does not have any problems with postponing the issue but is concerned on what is going to be reflected in a motion in March that takes all of these discussions and combines them into a motion more acceptable to the Board to review. The postponement is appropriate but how is the process and procedure going to move forward in the next 60 days to construct a motion more amenable to the concerns raised in the discussions at this point. Anderson indicated that he believes the current motion constructed by staff has caused some concern as to what it means to what the outcome would be when voting on this issue.

Smith indicated that the motion is on the floor right now because the Board has indicated it would like more time to review all of the materials sent and it is incumbent upon the Board members between now and the March meeting to contact staff with any outstanding the questions. To the extent that Board members want to propose certain conditions as part of the motion he recommended getting in touch with staff to see if legal to do that. Ultimately those discussions with the Board members need to take place in a public forum but encouraged the Board members to work through any outstanding questions with staff prior to the next meeting. *[Unclear Commentary]*

Blenkinsop requested that the Board move quickly as he was unclear that the meeting would be able to continue much further due to the ongoing technical issues.

Director Ferrini ("Ferrini") offered to vote for the postponement motion and asked if there were a reason the Board does not do Work Sessions which may be helpful; rather than a number of people talking to staff at different times. Blenkinsop indicated that a Work Session format would be familiar to Ferrini and others with municipal experience, but to Blenkinsop's knowledge Work Sessions have not been implemented at Pease over the years. But, if there is an interest in scheduling a Work Session on this topic the Chairman, in consultation with the Executive Director, could work on something in consultation with the Board.

Smith indicated with no further comment from the Board, and in the interest of time; he will call the roll on the motion to postpone the item to the March meeting.

Director Levesque **moved** the **motion** and Director Lamson **seconded** to postpone this agenda item to the March meeting.

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

Fournier asked if VII. B.2. would also need to be postponed as the original motion only had the first one.

2. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – Conceptual Site Plan Approval

Director Lamson moved the motion and Director Loughlin seconded that the Pease Development Authority Board of Directors hereby 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 attached hereto and incorporated herein; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated January 13, 2021.

Discussion: Blenkinsop asked if the Board were looking to postpone the vote; Fournier indicated he would make a motion to postpone this item to the March meeting. Smith asked if there were any discussion on the postponement before he called the roll. Smith indicated that there were comments made earlier that this process on this application has been rushed and flawed, for the record he did not agree with that (he does not think it has been rushed or flawed by staff). Smith further indicated that he does not want the postponements to be taken as agreement with those comments; rather the Board is doing its due diligence in being prudent in the manner it is acting and making sure it has properly reviewed all of the material. Fournier agreed and indicated that there were accusations of violation of the Right to Know law that he took offense to because he has seen nothing that has been a violation of the Right to Know law; Lamson agreed.

Director Fournier moved the motion and Director Levesque seconded that this item be postponed to the March meeting.

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

Blenkinsop indicated continued interference; Blenkinsop indicated that item #3 needs to be acted upon before the end of the month and suggested that the Board is meeting in a week (1/28/2021) as a Planning Board and today’s meeting could be postponed to after that meeting. The resumption of this postponed meeting could be notice for immediately after the Planning Board meeting. Loughlin suggested that the Board move forward with item 3 now.

3. Lonza – 70 / 80 Corporate Drive (Iron Parcel) Site Review Extension and Referral of Conditional Use Permit

Director Levesque moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the following:

- A. a one (1) year extension to the Site Review approval granted to Lonza Biologics, Inc. (“Lonza”) for the premises located at 70/80 Corporate Drive; and

- B. in accordance with PDA Land Use Controls Part 304-A.09(a)(1)(a), concept approval and a referral to the City of Portsmouth of Lonza's Conditional Use permit application for 70 / 80 Corporate Drive;

all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated January 13, 2021.

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

Smith indicated he would take a motion to suspend the meeting to another date and time and where schedules can be coordinated as he does not want to continue due to the interference issues. Stowell indicated that item 4 is rather time sensitive and asked the Board's indulgence to hear the motion for item 4.

4. **AIP 64 (Reconstruction RW 16-34) Change Order to Include the Reconstruction of Taxiways "B" and "C"**

Director Loughlin moved the motion and Director Anderson seconded that the Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to execute a change order to the construction contract with Pike Industries ("Pike") (PDA's selected contractor for the Runway Reconstruction Project) in the amount of \$1,835,532.10 to include the reconstruction of Taxiways "B" and "C", and authorizes the expenditure of up to \$101,000.00 to complete the reconstruction work; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated January 7, 2021.

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

Smith asked for a motion to suspend and postpone the rest of the agenda to another date this month.

Blenkinsop indicated that a date this month would be by next week. Smith indicated that the Planning Board meeting is scheduled for next Thursday (1/28/2021) at 9:00 a.m. and if the Board wants to resume this meeting, Loughlin can take over for Smith if he is unable to stay on the call due to a previous engagement. Currently the preference would be to resume today's meeting after the Planning Board meeting on 1/28/2021 but schedules will be coordinated offline.

Loughlin indicated that the motion is to continue to later this month but the Board really means as the next available time to do it, which is what Blenkinsop was mentioning. Smith agreed, but stated the preference would be to try to resume in January, if possible.

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors meeting be suspended, to next week if possible.

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

NOTE: The meeting up to this point in time had technical issues which caused intermittent issues with bandwidth (responses delayed/slowed and screens being frozen). These issues resulted in

the Board of Directors' suspending its meeting to a later time to resume discussions and approvals of the remaining items of the meeting (items VIII. - XIX.).

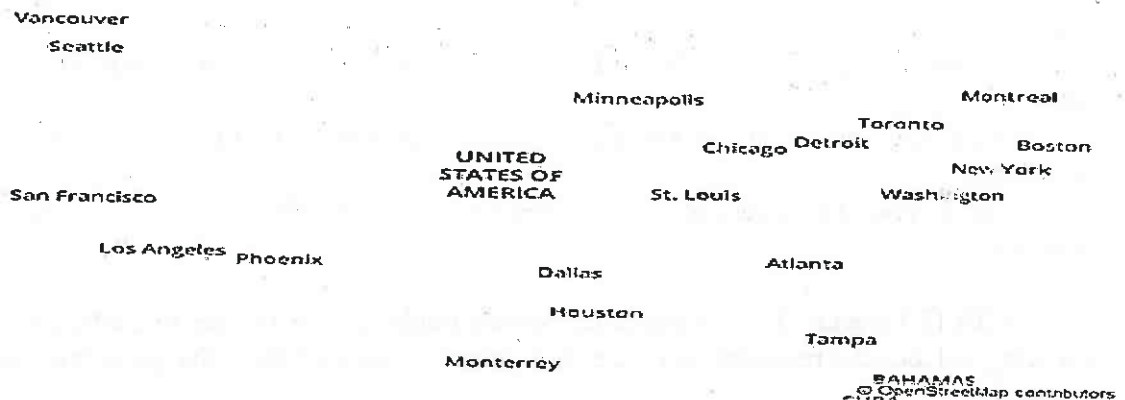
Meeting was postponed at 10:17 a.m.

zoom

△ Possible problems at Zoom

Zoom outage map

Zoom offers an online video conferencing service



Pursuant to a duly posted meeting notice, the meeting resumed the January 21, 2021 meeting immediately following the previously scheduled Planning Board meeting on **Thursday, January 28, 2021**, due to technical difficulties which occurred during the January 21, 2021 meeting. Chairman Smith stated:

Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith declared COVID-19 an emergency condition and waived the requirement that a quorum be physically present at the Board meeting in accordance with the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-25, and Emergency Order #12, Sections 3 and 4. PDA Directors participated remotely and identify their location and any person present with them at that location. All votes were by roll call. Members of the public may participate by using the access information provided. This meeting was video / audio recorded.

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chair; Erik Anderson; Thomas Ferrini; Steve Fournier; Margaret F. Lamson; and Neil Levesque
Attending: Pease Development Authority ("PDA") staff on the Zoom meeting were Executive Director Paul E. Brean ("Brean"); PDA Deputy Director / General Counsel Anthony I. Blenkinsop ("Blenkinsop"); Finance Director Irv Canner ("Canner"); Engineering Manager Maria Stowell ("Stowell"); Golf Course General Manager Scott DeVito ("DeVito"); Division of Port and Harbors Director Geno Marconi ("Marconi"); IT Director Greg Siegenthaler ("Siegenthaler"); Raeline A. O'Neil, Legal Executive Assistant and members of the public.

Chairman Smith (“Smith”) called the meeting to order at 9:36 a.m.

Smith asked the Board of Directors to confirm their presence on the call, physical location, and advised if there were any other individuals present with them:

Chairman Kevin Smith was located in Londonderry, NH with no other individual(s) present in the room.

Vice Chair Peter Loughlin (“Loughlin”) was located in Portsmouth, NH with no other individual(s) present in the room. (NOTE: Loughlin joined the meeting at approximately 10:19 .m.)

Erik Anderson (“Anderson”) was located in Portsmouth, NH with no other individual(s) present in the room.

Thomas Ferrini (“Ferrini”) was located in Dover, NH with no other individual(s) present in the room.

Steve Fournier (“Fournier”) was located in Dover, NH with no other individual(s) present in the room.

Peggy Lamson (“Lamson”) was located in Portsmouth, NH with no other individual(s) present in the room.

Neil Levesque (“Levesque”) was located in Goffstown, NH with no other individual(s) present in the room.

PDA IT Director Greg Siegenthaler was the moderator for the meeting who advised the meeting was being video/audio recorded and asked individuals to please follow the guidelines for the duration of the meeting:

1. In an effort to minimize background noise, we ask that all members of the public keep their microphones muted, and PDA Board members and staff are encouraged to stay on mute when not speaking during the meeting. Additionally, members of the public were asked to turn off their cameras/webcams if they did not intend to speak during the meeting in an effort to optimize the bandwidth for the meeting.
2. For members of the public wishing to speak during the public comment portion of the meeting, please press *9 on your phone to ‘raise your hand’, or press ALT+Y on your computer keyboard. The moderator will see your ‘hand’ and prompt you to make your comment. It is requested that no public comment be longer than 3 minutes.
3. This is a public meeting. If any member of the public causes a disruption to the meeting that would not allow the meeting to continue, the moderator will request that the Chair temporarily recess the meeting so that the disruption may be addressed. The moderator will then inform the Chair when the meeting may continue. If the Board is unable to continue the meeting due to the disruption, the Chair may elect to suspend the meeting to a later date/time, to be noticed in accordance with State law.
4. Once again, this meeting is being audio and video recorded. Following the meeting, a copy of the recording will be available for playback at townhallstreams.com

VIII. Finance:

A. Executive Summary

Finance Director Irv Canner ("Canner") indicated that the trends in operating revenues and expenses that have occurred during the first four months, continued into November with operating revenues slightly ahead of budget due to facilities rentals, golf course activity and wharfage / dockage.

B. Reports:

1. FY2021 Financial Report for the Five Month Period Ending November 30, 2020

Canner stated there is a variance due to fee revenues. COVID has caused a reduction in parking and fuel flowage fees; operating revenues are approximately 11% ahead of the PDA current budget. Canner reminds the Board that he tries to seasonalize the PDA budget rather than simply dividing by 12 months; the operating expenses are down primarily related to timing of receipt of invoices and seasonality of budget. Canner indicated that due to the variances in the operating revenue / operating expenses PDA is ahead of its budget by \$1.4 million. Canner indicated this will help to fund capital programs; this also has resulted in PDA's debt levels being lower than anticipated.

Canner stated staffing was at 103 paid employees with 60 benefited positions with several open positions.

With respect to the Revolving Loan Fund ("RLF") (sic – RLOC) Canner indicated as of November PDA's draw down was \$5.5 million from the \$15 million cap. The construction project at the terminal represents \$5 million and the runway represents \$15 million, since inception of these two capital projects PDA has spent close to \$30 million. Canner indicated due to the funding of these two capital projects he works closely with Engineering of the anticipated timing of the grant monies due to PDA from FAA, this and or other sources have an impact on the need for RLF (sic).

Canner indicated that the airport ended the year at approximately 40,000 enplanements, this number was impacted due to COVID. Canner also indicated both pay-for-parking and fuel flowage fees were down at the airport as well, related to COVID.

Canner stated regarding Skyhaven PDA is ahead of budget primarily represented due to the flight activity (associated with gallons of fuel sold). Canner indicated that year-to-date (FY2021) approximately 12,000 gallons were sold versus in 2020 approximately 7,700 gallons. Canner indicated Skyhaven has 33 hangars and there is not much fluctuation in the rentals. Cumulatively, PDA has funded Skyhaven \$1.7million in order to support Skyhaven since PDA took it over 2009. Canner indicated that Skyhaven is below in its operating budget, there are 2.5 non-benefited individuals that support Skyhaven to date.

Canner indicated that the golf course closed on November 30th; highlighted the success at the golf course in terms of rounds played and the overall operating efficiency (putting PDA ahead of budget - primarily related to golf fees from non-members). Canner indicated in terms of rounds of golf play in 2021 there were 62,000 rounds versus in 2020 there were 55,000, resulting in a 13% increase. The simulators are about equal to 2020, but Grill 28 sales have been impacted due to COVID resulting in approximately 9% below where they were last year at this time.

The unrestricted operations of the Division of Ports and Harbors (DPH) indicate operating revenues slightly below budget (fuel sales are down directly associated with the loss of operations at the Portsmouth Fish Pier).

2. Cash Flow Projections for the Nine Month Period Ending September 30, 2021

Canner indicated looking out nine months, the projected debt levels shows that PDA should peak in the May / June time with roughly \$10 million in debt; ending the nine month time period at approximately \$5.8 million. Overall the cash flow shows a negative wash of \$577,000 but the big items for PDA are the capital expenditures of \$8.5 million of non-grant money and grant money of \$6.3 million indicating approximately \$15 million of capital yet to be spent with the primary support of these funds for the completion of the terminal and the runway. Canner indicated funding these projects is sensitive due to the turnaround time it takes to process the requests and is a reflection through the estimations of how high the debt levels can be with the RLF (sic – RLOC). Canner indicated that PDA's debt level was at \$4.5 million and indicated the repayment of \$1 million since November; however, earlier this month PDA borrowed \$1.5 million resulting in a draw down from the RLOC.

Regarding DPH, Canner stated it is normal to have high levels in January / February / March due to the collection of the mooring fees, this remains consistent with prior years.

Canner indicated with respect to the Revolving Loan Fund (RLF), there are approximately 19 loans (anticipated loan closing in January) and the expectation of a new loan in March. There has been light activity regarding the RLF, in fact have seen some loans being paid off. Canner indicated PDA submitted its report reflecting its six month activity to the EDA regarding this program.

Canner highlighted items such as:

1. The auditors first meeting with the Audit Committee on April 12th; and
2. An RFP due back on 1/29 to upgrade software relating to property management this RFP is also tied to GASB87 which puts more emphasis on leases on how they will be shown on the balance sheet.

Ferrini indicated reviewing the Statement of Operations for the Portsmouth International Airport at Pease ("PSM") and Skyhaven that the fuel flowage is down at PSM, but up at Skyhaven, wondered if it were the nature of the business at both airports. Canner indicated that the fuel flowage at PSM is based on gallons that are fee related (collection of fuel fee through PCA) and the flight activity at PSM has been lower than projected. However, up at Skyhaven there are smaller / private planes that are flying with more activity and the fact that the price of fuel is down \$0.20.

Anderson stated that the RLF has to meet particular marks annually to maintain the amount of money available and asked if those goals are being met; Canner affirmed that there are covenants associated which are based on the annual certified financial statements. Anderson asked if it has maintained a particular amount of money for the RLF; Canner affirmed. Anderson further asked if it were \$1 million or more as he thought there was an opportunity for an increase; Canner indicated the RLF has a balance of \$1.1 million which is made up of \$881,000 in loans and the balance as cash. Canner stated it used to be if PDA couldn't balance 75% of the fund as loans the money would be sequestered by EDA. Anderson asked if the interest rates had been reduced; Canner affirmed stating a

reduction from 4% to 3% and that every one of the 19 loans are current. Canner indicated the big number end is the saving or creation of jobs (300+).

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

A. Reports:

1. **Lonza Biologics – 70 / 80 Corporate Drive (Iron Parcel) Exercise Third One Year Option for Contractor – Employee Parking through December 31, 2021**

Brean indicated that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of License Agreements,” PDA entered into the following Right of Entry extension with Lonza Biologics who exercised its Third One (1) year option for Contractor – Employee Parking at 70 / 80 Corporate Drive through December 31, 2021.

B. Approvals:

1. **Non-Aeronautical Easement (Water/Sewer) – City of Rochester**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to complete negotiations with the City of Rochester and to seek a release from the Federal Aviation Administration (“FAA”) to execute an Easement Deed, and such other documentation as he and General Counsel determine shall be necessary or appropriate, to provide a water/sewer utility easement across/under land of the PDA located at Route 108, 290 Rochester Hill Road, in exchange for fair market value consideration; all in accordance with the Memorandum of Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance, dated January 13, 2021.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

X. Leases:

A. Reports:

1. **Sublease between 30 International Drive, LLC to Prosperity Realty, LLC d/b/a Exit Realty Prosperity**

In accordance with the “Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements” PDA approved the following lease with Prosperity Realty, LLC d/b/a Exit Realty Prosperity for 645 square feet of office and related use space commencing December 1, 2020 and continuing twenty-four (24) months; Director Lamson was consulted and granted her consent.

2. **Sublease between Pioneer New Hampshire LLC to FlexEnergy Energy Systems, Inc.**

In accordance with the “Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements” PDA approved the following lease with FlexEnergy Energy Systems Inc. for 5,800 square feet of general office uses commencing February 1, 2021 through June 30, 2024; Director Lamson was consulted and granted her consent.

B. Approvals:

1. Lonza – Conceptual Approval of Column Packing Room Addition

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby approves the concept plan for Lonza Biologics, Inc.’s request to construct a two-story addition located near the existing loading docks at the premises located at 101 International Drive, to be utilized as a Column Packing Room, with approximately 1,146 square feet on the lower level and approximately 2,206 square feet on the upper level; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated January 12, 2021.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XI. Contracts/Agreements:

A. Approvals:

1. Airport Architectural & Engineering Consultant

Director Lamson moved the motion and Director Anderson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to negotiate and execute contracts for the provision of PDA’s on-call Airport Architectural and Engineering Services in compliance with current FAA guidelines, with:

- a) Jacobs Engineering Group, Inc.;
- b) Hoyle Tanner & Associates, Inc.;
- c) McFarland-Johnson, Inc.; and
- d) Stantec Consulting Services, Inc.

The contract with each consultant will be for a period of three (3) years with one (1) additional two (2) year option period exercisable at the Executive Director’s sole discretion; all in accordance of the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated January 7, 2021.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

2. USDA / WS Wildlife Control Proposal at Airports

Director Ferrini moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services (USDA / WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW), for the period of January 1, 2021, through December 31, 2021, in the amount of \$30,913.10; any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with Federal and State permits; all in accordance with the memorandum of Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance, dated January 7, 2021, and attached hereto.

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

1. the PDA has a long standing relationship with USDA/WS stemming back to the time the PDA was formed;
2. as part of that relationship the USDA/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not believe it is advisable to interrupt this historical data stream;
3. the USDA/WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet 14 CFR 139 requirements; and
4. the USDA/WS is the FAA recognized federal authority for airport wildlife hazard management and training.

Discussion: Lamson indicated that the Andrew Pomeroy and the USDA / WS Wildlife Control have done an outstanding job at the airport in the management of wildlife. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XII. Executive Director:

A. Reports:

1. Committee Appointments

Smith indicated a couple of changes to the committee appointments made in December and the need for replacement of Tom Ferrini with Steve Fournier as after the meeting he realized they were uneven in how he put people on the committees, particularly regarding the appointments of Steve Fournier and Tom Ferrini.

PDA COMMITTEE LISTING – EFFECTIVE January 28, 2021 (UPDATED)

Standing Committees

Executive Committee

Kevin H. Smith, **Chair**
 Peter J. Loughlin, Vice Chairman
 Thomas Ferrini, Treasurer
 Staff Contact: Brean/Blenkinsop

Marketing and Economic Development Committee

Peter Loughlin, **Chair**
 Neil Levesque
 Tom Ferrini
 Staff Contact: Brean

Finance Committee

Thomas Ferrini, **Chair (Treasurer)**
 Margaret Lamson
 Neil Levesque
 Staff Contact: Brean/Canner

Zoning Adjustment & Appeals Committee

Steve Fournier, **Chair**
 Peter Loughlin
 Kevin H. Smith
 Staff Contact: Blenkinsop/Stowell

Airport Committee

Kevin H. Smith, **Chair**
 Steve Fournier
 Margaret Lamson
 Staff Contact: Brean/Stowell

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

Peter Loughlin, **Chair**
Thomas Ferrini
Steve Fournier
Neil Levesque Staff Contact: Stowell
Staff Contact: Blenkinsop/Stowell

Golf Committee

Erik Anderson, **Chair**
Thomas Ferrini
Steve Fournier
Staff Contact: Brean/DeVito

Audit Committee

Peter Loughlin, **Chair**
Kevin Smith
Erik Anderson
Staff Contact: Canner

Transportation Management Committee

Margaret Lamson, **Chair**
Erik Anderson
Steve Fournier

Port Committee

Peter Loughlin, **Chair**
Steve Fournier
Neil Levesque
Ex Officio: Chair DPH Advisory Council
Staff Contact: Brean/Marconi

Legal Bill Review

Kevin H. Smith, **Chair**
Peter Loughlin
Tom Ferrini
Staff Contact: Blenkinsop

2. Golf Course Operations

Golf Course General Manager DeVito (“DeVito”) stated regarding the upcoming season there are already 3,600 outing rounds currently booked (group size between 60 to 160) and it is anticipated that during the season they will add another 1,000 rounds (group sizes between 20 to 50).

DeVito also indicated that Pease will be hosting a sectional qualifier on July 1st for the National Drive, Chip and Putt competition for ages 7 to 15.

DeVito indicated that the bathroom project will commence next week and anticipated completion date of February 21st.

The maintenance department is working on getting equipment ready for the upcoming season and doing a project in the clubhouse basement converting all of the florescent light fixtures to LEDs.

Anderson asked to the improvement of tee time availability; DeVito indicated he and IT Director Greg Siegenthaler are working with PDA’s website host to see there is an option to use that link to change the timeframe of when members can log in to book a tee time (currently bookings open at midnight and trying to change to a better time of day). DeVito indicated they are also working with the host of the tee time system, TeeSnap; no resolution has been found but discussions are ongoing and hope there will be something in place by the commencement of the season.

Levesque indicated how impressed he and members of the Board were on what the Golf Course pulled off last year due to COVID which was highlighted in Canner's report to the Board; thanked DeVito for what was done and how the course was operated (during the pandemic).

3. Airport Operations

- a) Portsmouth International Airport at Pease (PSM)**
- b) Skyhaven Airport (DAW)**
- c) Noise Line Report**
 - (i) December 2020**

Brean indicated that PSM ended 2020 with 40,000 enplanements, a reduced number which has not been seen since 2015 (Brean indicated most airports indicated numbers going back to 1970s). PSM is holding strong and its Ft. Myers / Punta Gorda flights still continue to have great load factor and capacity and Sanford / Orlando has been challenged due to the Theme Parks not being back to 100%. Brean also indicated that due to the runway construction (through most of the calendar year) there was a limitation on the size of the flights (restricted wide body FRAC a/k/a Troop flights). Brean informed the Board that PSM was down more troop flights than it was in comparison to Allegiant; after regaining full use of the runway the troop carriers have come back and continue to see an uptick in service. Brean stated he is excited for 2021 with the vaccine rolling out and consumers feeling comfortable to travel, he anticipates the ultra-low cost flights will be the first aviation sector to return in the industry. Brean indicated this will be an increase to revenue parking and fuel flowage. Brean indicated there were 301 pay-for-parking transactions for December as Allegiant has had a reduction in capacity of flights during the month. However, have noticed that passengers are staying longer resulting in paying more to park longer. Brean further indicated that the fuel flowage fee for the month was based off 500,000 gallons at a \$0.03 fuel flowage fee.

Brean informed the Board that on January 22, 2021 the commercial passengers were able to use approximately 80% of the new terminal expansion project which improved security screening for both passengers and baggage; the expansion has provided adequate social distancing and the security protocols during the current environment. The remaining work for this project is to get the second jet-bridge operational; installation of the escalator; and finalize the terminal concession restaurant space.

Brean indicated that the industry is showing an anticipated second CARES Act Fund similar to that of 2020 and believes that PSM may receive additional aid in the future to support the revenue shortcomings from 2020.

Regarding Skyhaven, Brean informed the Board that the new business (T-Aviation) is off to a moderate start by doing work for the base tenants at Skyhaven.

Brean indicated that there was one noise inquiry in December, 2020. The call originated from Rye and was related to a non-based Pilatus PC12 that arrived at 3:40 a.m.

Brean also spoke to Canner's comment of an 11% underrun for the year which has been a combined effort (i.e.; Golf, DPH and Airports). In late spring, PDA put out hefty financial goals to address COVID; people wore different hats and obtained labor hours from part-time non-benefited people as opposed to fulltime benefited individuals. Brean stated that due to the efforts of all (primarily Golf, DPH and Airports) PDA continues to look for different ways to do business and PDA continues to try to mitigate the impact of COVID; anticipates continued underruns for the foreseeable future.

Brean expressed thanks and gratitude to the Engineering Department (Stowell & Sheehan) and Andrew Pomeroy for their diligent review of PCA's North Fuel Farm as this was a hefty environmental review along with PDA's internal projects (runway and terminal). Brean indicated he is confident that PDA will have a very safe, secure and environmentally conscious North Fuel Farm.

Brean informed the Board that PDA was requested by the State to provide support for the COVID-19 support call center to provide assistance to citizens of New Hampshire who are trying to register for the vaccine or have questions; provided support with three employees (1 -- DPH & 2 -- PDA).

Vice Chairman Loughlin returned to the meeting at approximately 10:19 a.m. with no other individual(s) present in the room.

B. Approvals:
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 total amount of \$12,648.00 for legal services rendered to the Pease Development Authority by Sheehan Phinney Bass & Green for November 1, 2020 – November 30, 2020 in the amount of \$377.00 (for General Employment Matters); November 1, 2020 – November 30, 2020 in the amount of \$1,512.00 (for Ports & Harbors Matters); and November 1, 2020 – November 30, 2020 in the amount of \$10,759.00 (in support of MS4 and CLF settlement implementation).

Discussion: None. Disposition: Resolved by (6-1) roll call vote (Levesque voted no); motion carried.

Chairman Smith left the meeting so he turned the meeting over to Vice Chairman Loughlin at approximately 10:22 a.m.

XIII. Division of Ports and Harbors:

A. Reports:

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

1. Port Advisory Council – Minutes of November 15, 2020

Marconi indicated there was a date discrepancy listed on the agenda to that referenced on the minutes; Legal Executive Assistant Raeline O'Neil ("O'Neil") stated it was a scrivener's error on the agenda referencing the date of the Port Advisory Council minutes was the correct date (November 10, 2021).

2. Portsmouth Fish Pier – Change Order #3 (Credit) / H.L. Patten

Marconi indicated that Change Order #3 is a \$8,000 credit, there was a question about a fire hydrant and whether or not the Fire Department was going to require a temporary hydrant during

construction. Marconi indicated that there were two fire hydrants down there and after meeting with the Fire Department / Safety it was determined this was not essential during construction so DPH received a credit. Marconi indicated that pursuant to the Delegation of Authority, Brean executed the Change Order and received concurrence from the Treasurer (Ferrini).

3. Commercial Mooring Transfer – Nugent to Nugent

Marconi indicated that a commercial mooring transfer is done in accordance with the administrative rules. Marconi indicated that there is a redundancy of review and a recommendation to the Executive Director for approval.

Marconi indicated that last week DPH was notified by the Army Corps of Engineers of its published work plan for the coming biennium and the upper most turning basin of the Piscataqua River which is in its work plan. Marconi indicated that this is approximately 750,000 cubic yard dredge project to expand the turning basin which is currently 800 feet to a 1,200 foot turning basin. This is a significant project for the improvement of navigational safety as the ships are getting larger (currently there are a couple ships that frequent a couple of terminals that are 764 feet in length). Marconi indicated the significance as there are sailing regulations / restrictions on the vessels (daylight only; high tide only; visibility, wind speed, etc.) Marconi indicated that every day a vessel is detained because it can't sail and there are fees / charges which are transferred on to the consumer of the cost of goods sold. Marconi stated Senator Shaheen needed to be thanked as she pushed this project for years and without her shepherding this through the federal process, as well as the various support from the area users / businesses from letter writing to both the Congressional Delegation and the Army Corps of Engineers, has helped moved this project along. Marconi has been in discussions with the Army Corps regarding scheduling and will bring to the Board a Project Partnership Agreement, as statute allows PDA to enter into agreements with the Army Corp of Engineers in order to move dredging projects along.

Marconi indicated regarding the Portsmouth Fish Pier ("PFP") the contractor has notified DPH they will be mobilizing equipment (today and tomorrow) and steel will be showing up the first of the week and should get this project moving ahead again.

Lamson asked Marconi about a sailboat that broke from its mooring and ended up on the Newington shoreline; Marconi indicated he thought it had been or it was in the process of being removed.

Ferrini asked if most of the dredging associated in the turning basin project would be "silt" or will there be activity to get through rock / ledge to expand that area. Marconi confirmed it is the upper most turning basin before you make the turn to go under the Little Bay Bridge. Marconi further stated the geology had not changed in hundreds of years and it was anticipated there would be a lot of ledge, but with the geotechnical borings they were surprised to find it was approximately 86% hard packed glacial sand and little ledge. The dredging will go to the offshore dredging site recently approved by the EPA north of the Isles of Shoals.

Lamson asked where the reference of Little Bay Bridge came from; Marconi indicated the old bridge is the General Sullivan Bridge and when they built the first bridge they named it Little Bay Bridge and then when the second bridge was built it was named the Ruth Griffin Bridge. Lamson asked the difference between Little Bay and Piscataqua; Marconi indicated it is the Little Bay and the Piscataqua River continues up straight on the eastern side of Dover Point into the Salmon Falls River going into South Berwick.

Anderson indicated that the turning basin project has been in the making for quite some time, but that credit should also be given to Marconi for his diligence in submission of this project to the Army Corps. Anderson asked what the State's contribution would be to this dredging project. Marconi indicated that there are two appropriations (split into two bienniums due to the timing of construction) there is a total of \$7,241,550.00 that has been appropriated for this project. Anderson asked if this amount was federal or state; Marconi indicated it was State and the Army Corp estimates the total project to be \$18 million and our contribution would be around \$6 million but waiting for an update to see if construction costs have gone up since appropriation which was done in 2017. Anderson asked if the disposal would still go to the new site outside the Shoals; Marconi affirmed. Marconi indicated the caveat would be the Corps has brought to the forefront the beneficial use of disposal materials and this material at the turning basin is nice sand. A few years ago coastal communities were contacted to inform them on the material for beach nourishment and restoration and there has been a lot of interest. Negotiations will be held between any interested parties and the Army Corp regarding cost differential between base site and interested parties location (Maine / Massachusetts) for compensation.

XIV. New Business:

No new business.

XV. Special Event:

A. Report:

1. Millennium Running - St. Patty's 5k/10k Road Race to be held on March 13, 2021

Smith indicated that he worked with Brean to get this set-up; Millennium Running had approached Smith about moving a race from Salisbury to PDA. Smith indicate that since COVID, Millennium Running has held approximately a half dozen races (Londonderry, Manchester and Bedford) and all safety protocols are followed. This is not a typical road race as there will be no congregating at the beginning or end, rather it is staggered times with two people running at a time (running against the clock, not other runners). There have been no issues in Londonderry and it is good that people are able to participate in these events in a safe manner. This will be a 5k / 10k road race held on March 13, 2021; Paddy's will allow them to utilize their facility to stage the event.

XVI. Upcoming Meetings:

Board of Directors

March 18, 2021 @ 8:30 a.m.

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

XVII. Directors' Comments:

Anderson indicated at the last meeting the Pease Aviation Partners ("PAP") motions were postponed but want to ask how this issue will move forward (process / procedure in crafting a motion regarding Directors' concerns). Ferrini made a suggestion of a Work Session, staff has always done well in crafting motions but this one that has some special interest to make sure a motion is prepared to the satisfaction of the Board. Blenkinsop indicated that the Directors can reach out individually to

discuss if they would like to see anything specific in a motion. Also, Chairman Smith may be interested in scheduling a Work Session consistent to what Ferrini suggested last week. Anderson indicated a desire not to sit on this matter for sixty days until the next meeting to address Directors' wishes.

Lamson thought that if the Directors were to pass on thoughts to Blenkinsop it would be helpful for his review, evaluate and see if on the right track.

Loughlin reiterated it made sense to direct correspondence to Blenkinsop so that a decision can be made in March in fairness to Million Air (a/k/a PAP) and receive suggestions from Brean and Blenkinsop on the best way to move forward one way or another.

Fournier agrees with Loughlin but further stated a Work Session is not a bad idea so all Directors are on the same page so a concise approval for the meeting can be prepared. This would be a Work Session for the Directors, no comments from the public, just Directors comments to staff would be the cleanest way to handle this. Fournier also indicated the need to be careful with communications as to what is public and what is not. If the information is disseminated quickly could possibly do a Work Session sometime mid-February.

Blenkinsop indicated that Chairman Smith was interested in the concept as stated by Ferrini and Fournier and if a date and time is solidified with Chairman Smith, PDA will reach out to the Directors on scheduling a Work Session. In the interim if any of the Directors have individual questions / concerns / ideas for motions, Blenkinsop indicated for the Directors to reach out to Brean or Blenkinsop. Blenkinsop reminded the Directors that regarding the Right to Know Law there is a need to avoid group communications.

Lamson indicated she would forward any questions to Blenkinsop and hoped that any meetings / Work Session scheduled would be in the morning during the month of February.

Ferrini indicated regarding procedure and that of results / anticipated results of the Work Session, there may be a need for a non-public. A concern he would have would be the timing of this (wouldn't want to have a non-meeting in March) and to consider the trajectory of this / the best way to manage it.

Loughlin apologize for missing the Planning Board Meeting regarding PCA but he wanted to state he is impressed to the amount of detail and work that staff put in all agenda items. Also indicated a person who was key for many years regarding the turning basin project was Marconi

XVIII. Adjournment:

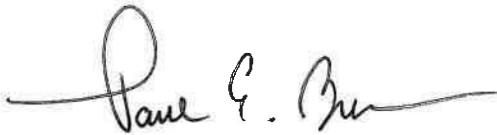
Director Lamson moved the motion and Director Anderson seconded to adjourn the Board meeting. Meeting adjourned at 10:51 a.m.

Discussion: None. Disposition: Resolved unanimously (6-0) for; motion carried.

XIX. Press Questions:

There were no questions from the press.

Respectfully submitted,



Paul E. Brean
Executive Director

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

MOTION

Director Fournier:

In accordance with the recommendation of the Pease Development Authority (“PDA”) Airport Committee, the PDA Board of Directors finds that the Fixed Based Operator (“FBO”) application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth (“PAP”), dated January 7, 2021 (the “Application”), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 (“Minimum Standards”), satisfies said Minimum Standards and:

1. Approves the Application;
2. Authorizes PAP to become a FBO at Portsmouth International Airport at Pease (“PSM”) in accordance with and subject to the Minimum Standards; provided, however, that the commencement of FBO operations by PAP at PSM shall be subject to and contingent upon:
 - a. Site plan, subdivision, and any other requisite approvals and permits for use of a temporary facility and construction of PAP’s proposed facility at 53 Exeter Street, consistent with project phasing;
 - b. Execution of a lease agreement for the property at 53 Exeter Street, subject to separate PDA Board approval, on terms and conditions substantially similar to those set forth in the Letter of Intent dated January 7, 2021,


attached hereto, including such other terms as the Executive Director shall deem necessary and appropriate; and

- c. Verification by the Executive Director that all provisions of the Application and requirements of the Minimum Standards to act as an FBO remain satisfied in full force and effect at such time as PAP shall commence providing FBO service;

all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 14, 2021.

NOTE: Roll Call vote required.

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director 

Date: 1/14/2021

Subj: Pease Aviation Partners, LLC d/b/a Million Air Portsmouth Fixed Base Operator Application

Via application dated January 7, 2021, Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP") has applied to establish itself as a Fixed Base Operator ("FBO") at the Portsmouth International Airport at Pease ("PSM"). The application is attached hereto. An FBO is a commercial enterprise which has been granted a right by an airport authority to operate at an airport and provide aviation services, such as fuel, airplane parking, hangar space, deicing, snow removal, line services, and the like. As the application provides, PAP is part of an FBO system that operates throughout North America. PAP's application details its proposed FBO development and services at PSM. PAP would be a second FBO at PSM. The current FBO, Port City Air ("PCA") did provide a response to the FBO application, which was provided to the Airport Committee and is also included herein.

The Pease Development Authority ("PDA") has adopted Minimum Standards and Requirements for Full-Service Fixed Base Operators which have been in effect since 2007. The PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators are attached hereto (see Article 2). The Minimum Standards define the minimum standards for the conduct of commercial and noncommercial general activities at PSM and state the privileges and restrictions associated with operating an FBO at PSM. Specifically the Minimum Standards set forth the minimum standards that must be met for facilities, land area, improvements, services required, equipment, personnel, operating requirements, and hours of operation.

The Minimum Standards also set forth the PDA's general aviation development goals:

- a. Ensure that general aviation activities at the Airport are conducted in a safe, fair, and equitable manner, in accordance with PDA, state, and federal standards;
- b. Promote first-class general aviation services and facilities; and
- c. Assist private developers in promoting business interests at the Airport

These goals are consistent with the Federal Aviation Administration's ("FAA") objectives in encouraging the development of minimum standards by airport sponsors for commercial services providers at airports. Specifically, the FAA recognizes that a sponsor's establishment of minimum standards contributes to non-discriminatory treatment of airport tenants and users, and helps the sponsor avoid granting an exclusive right. As long as minimum standards are reasonable and not unjustly discriminatory, the Airport is protected against charges that it has violated grant assurances.

Further, the FAA notes that minimum standards typically promote safety at airports, maintain a higher quality of service, protect airport users, enhance the availability of services, promote orderly airport development, provide clear distinctions between adequate services levels, and prevent disputes between aeronautical providers.

In conjunction with submitting its application pursuant to the Minimum Standards to operate an FBO, PAP is seeking to lease and develop a parcel of Airport land at 53 Exeter Street. PAP intends to implement its development in two phases. The first phase includes approvals for and construction of the fuel farm, as well as approvals for the temporary use of the existing hangar located at 120 Aviation Avenue for other FBO functions. FBO operations are intended to commence with the completion of this phase. Approvals for and construction of the new access driveway, building and other improvements at 53 Exeter Street would be part of the second phase. Upon completion of the second phase, PAP intends to cease use of the temporary facility. Both phases are intended to be completed within 30 months.

PAP's site/subdivision plans are attached hereto for reference. PAP is seeking conceptual approval of these plans at the January Board meeting via a separate agenda item. Upon receipt of final site plan and subdivision approval (consistent with project phasing), and subject to Board authorization, PAP will enter into a long-term ground lease with the PDA, make a substantial investment in infrastructure and development and commence operations. The lease would be consistent with the letter of intent between PDA and PAP, dated January 7, 2021 ("LOI"), which is included in this packet, as well as other terms deemed necessary by PDA staff.

Section 1.03 of the Minimum Standards, in conjunction with Article 2, sets forth the FBO application requirements and procedures. Consistent therewith, on January 12, 2021, the Airport Committee reviewed the application and recommended to the Board that it:

- 1) Find that the application satisfies the Minimum Standards; and
- 2) Approve the application and authorize PAP to become a FBO at PSM in accordance with the Minimum Standards.

As such, I respectfully request that at its meeting on January 21, 2021, the PDA Board of Directors approve PAP's FBO application and authorize PAP to become a FBO at Portsmouth International Airport at Pease in accordance with and subject to the Minimum Standards, with commencement of FBO operations being subject to and conditioned upon: 1) land use approvals and permits, consistent with planned project phasing; 2) execution of a lease agreement consistent with the LOI and such other terms deemed necessary and appropriate; and 3) verification that all provisions of the Application and requirements of the Minimum Standards to act as an FBO are satisfied at such time as PAP shall commence providing FBO services.

**PEASE DEVELOPMENT AUTHORITY
AIRPORT COMMITTEE**

AGENDA

Date: Tuesday, January 12, 2021
Time: 9:00 a.m.

AIRPORT COMMITTEE MEETING

Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith has declared COVID-19 an emergency condition and has waived the requirement that a quorum be physically present at the Airport Committee meeting in accordance with the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-25, and Emergency Order #12, Sections 3 and 4. PDA Committee members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call. Members of the public may participate by using the access information provided. Please note that this meeting will be video / audio recorded.

Join Zoom Meeting:

<https://us02web.zoom.us/j/4518051994?pwd=RExYWVl4ZnhLM2s4eVVOYXkzY3I5UT09>

Meeting ID: 451 805 1994

Passcode: 557711

Dial by your location: 1 929 205 6099 US (New York)

*****Any member of the public having difficulty accessing the Zoom meeting listed above during the public meeting should e-mail: zoom@peasedev.org.**

- I. Call to Order:
- II. Public Comment:
- III. New Business:
 - A. Review:
 - 1. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street - FBO Application -- * (Fournier)
 - 2. Aviation Rates and Charge

IV. Adjournment

V. 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

Director Fournier:

The Pease Development Authority Airport Committee finds that the Fixed Based Operator ("FBO") application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP"), dated January 7, 2021 (the "Application"), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 (the "Minimum Standards"), satisfies the Minimum Standards and recommends that the PDA Board of Directors approve the Application and authorize PAP to become a FBO at Portsmouth International Airport at Pease; all in accordance with the Minimum Standards and the memorandum of Paul E. Brean, Executive Director, dated January 8, 2021.

NOTE: Roll Call Vote Required.

To: Airport Committee

From: Paul Brean, Executive Director *P.B.*

Date: 1/8/2021

Subj: Pease Aviation Partners, LLC d/b/a Million Air Portsmouth Fixed Base Operator Application

Via application dated January 7, 2021, Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP") has applied to establish itself as a Fixed Base Operator ("FBO") at the Portsmouth International Airport at Pease ("PSM"). The application is attached hereto. An FBO is a commercial enterprise which has been granted a right by an airport authority to operate at an airport and provide aviation services, such as fuel, airplane parking, hangar space, deicing, snow removal, line services, and the like. As the application provides, PAP is part of an FBO system that operates throughout North America. PAP's application details its proposed FBO development and services at PSM. PAP would be a second FBO at PSM.

The Pease Development Authority ("PDA") has adopted Minimum Standards and Requirements for Full-Service Fixed Base Operators which have been in effect since 2007. The PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators are attached hereto (see Article 2). The Minimum Standards define the minimum standards for the conduct of commercial and noncommercial general activities at PSM and state the privileges and restrictions associated with operating an FBO at PSM. Specifically the Minimum Standards set forth the minimum standards that must be met for facilities, land area, improvements, services required, equipment, personnel, operating requirements, and hours of operation.

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- b. Promote first-class general aviation services and facilities; and
- c. Assist private developers in promoting business interests at the Airport

These goals are consistent with the Federal Aviation Administration's ("FAA") objectives in encouraging the development of minimum standards by airport sponsors for commercial services providers at airports. Specifically, the FAA recognizes that a sponsor's establishment of minimum standards contributes to non-discriminatory treatment of airport tenants and users, and helps the sponsor avoid granting an exclusive right. As long as minimum standards are reasonable and not unjustly discriminatory, the Airport is protected against charges that it has violated grant assurances.

Further, the FAA notes that minimum standards typically promote safety at airports, maintain a higher quality of service, protect airport users, enhance the availability of services, promote orderly airport development, provide clear distinctions between adequate services levels, and prevent disputes between aeronautical providers.

In conjunction with submitting its application pursuant to the Minimum Standards to operate an FBO, PAP is seeking to lease and develop a parcel of Airport land at 53 Exeter Street. PAP's site/subdivision plans are attached hereto. PAP plans to seek conceptual approval of these plans at the PDA Board of Director's meeting on January 21, 2021. Upon receipt of final site plan and subdivision approval, and subject to Board authorization, PAP will enter into a long-term ground lease with the PDA, make a substantial investment in infrastructure and development and commence operations.

Section 1.03 of the Minimum Standards, in conjunction with Article 2, sets forth the FBO application requirements and procedures. Based on PDA staff's favorable review of this application, I respectfully submit this application for Airport Committee review and ask that you recommend to the PDA Board of Directors that it:

- 1) Find that the application satisfies the Minimum Standards; and
- 2) Approve the application and authorize PAP to become a FBO at PSM in accordance with the Minimum Standards.



January 7, 2020

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

Re. Application Procedure

On behalf of REW Investments, 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 application procedure to establish a fixed base operation at Portsmouth International Airport at Pease ("PSM"), located within the Pease International Tradeport ("FBO") ("Airport").

Application as per 1.03 of PSM Minimum Standards for Commercial and Noncommercial General Aviation Operators

Name and address of the applicant:

Pease Aviation Partners, LLC, a Texas limited liability company
7555 Ipswich Road
Houston, TX 77061

Proposed land use and /or services to be offered:

The proposal is that PAP would construct and operate a full service FBO (all services as per article 2 of PSM Minimum Standards for GA) as follows:

During Phase I of the construction, Million Air will operate from the facility at 120 Aviation Avenue. Transitioning to the new FBO building in Phase II (See attached conceptual design).

Aircraft Fuel and Oil Sales

1. A permanent fuel farm storage facility is to be constructed. It will contain 90,000 gallons of Jet-A and 15,000 gallons of 100LL (Avgas).
The FBO will also contain storage for a selection of lubricants to meet the needs of general aviation.
2. Million Air will have 3 X 10,000-gallon Jet-A refuellers and 2 X 1,000-gallon Avgas refuellers available for the operation.
3. Our full-time fuel accountant is trained in inventory management and will provide such report to the airport for auditing. These dispensing reports will be stored for a minimum of 12 months.

MILLION AIR

Aircraft Deicing

Million Air will have 2 deicing trucks on site utilized by our trained line service persons. Our supervisor will then complete the PDA required forms and submit within 1 hour of the deicing event.

Ground Handling

1. Our line service professionals are fully trained in the military style 212 marshalling technique to guide aircraft safely in and out the parking areas. Million Air will have a follow me pick up truck equipped with two-way radio allowing control tower communication on the ramp frequency.
2. Million Air's "stage ready" policy has our agents ready with tie down ropes and wheel chocks for every arrival. We track all incoming GA flights through our internal CSI system and are prepared for their arrival.
3. Our equipment list provides for the necessary tugs and tow bars needed to pull aircraft. With a focus on safety, it is Million Air's policy to have 3 agents present at every hangar move, no exceptions.

Customer Services

1. During Phase I, the temp facility will provide 3,000 sq ft of space. This includes a passenger facility with lounge area, refreshments, TV, and Phone access. Phase II will see a 6,000 sq ft new FBO that will house an impressive passenger facility. It will include 5-star level lounge areas with access to refreshments, TV service and public telephones if needed.
2. Heated and Air-Conditioned Crew Areas will be included in both the temp location and the new facility
3. Restroom facilities available in the temp facility and in Phase II upgraded to luxury restroom facilities with touchless flush, touchless faucets, and touchless soap dispensers.
4. 2 crew cars and a crew minivan on site as courtesy transportation.
5. The flight planning facility will feature high speed internet accessible computers pre-loaded with common use planning tools and a wireless printer for crews with their own devices. A large charging area will also be available for passengers and crew
6. Million Air sales counter will feature several for sale items to include pilot supplies, flight planning equipment, survival equipment, aircraft equipment and manuals.

MILLION AIR

Line Service

1. Our trained team will have a nitrogen cart to inflate aircraft tires and specialized aircraft cleaning products (Celeste) to clean aircraft interiors and windows.
 - a. We will apply (as we have in our other locations) for an International Trash License from USDA.
 - b. Million Air has contracted with Gama Aviation Aircraft Maintenance company to provide onsite routine and preventative aircraft maintenance (such as repair of aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, and recharge aircraft batteries).
2. An equipment list is provided below of ground support items. This includes everything needed for normal aircraft turnaround, including energizers and starters, GPUs and Fire Extinguishers.
3. Our Lektro Tugs are capable of moving aircraft up to and beyond 75,000 pounds gross weight.

Hangar Space

The temp facility provides 17,000 square feet of Hangar space.

The new FBO design has included a hangar of 12,000 square feet to provide transient, temp, and long-term aircraft storage.

Aircraft Recovery

Our tugs, nitro cart and fully trained team are equipped to move a disabled aircraft of up to 12,500 pounds gross take of weight. They would accomplish this with communication through the ATC control tower and Airport Operations Team.

Collection of Fees

Our qualified team includes a full-time fuel accountant who is dedicated to manage collection of landing, parking and fuel flowage fees from aircraft using the FBO.

Snow Removal

Million Air will have a pickup truck, F250 with snow blade for light removal. We will also contract the services of Piscataqua Landscaping for snow removal and summer landscape maintenance. The area where removed snow will be stored is noted on the attached conceptual designs.

As a term of the Agreement, PDA would grant PAP reasonable access to all common use Apron areas adjoining the Leased Premises for fueling operations and other purposes related to the operation of the FBO.



Proposed date for commencement of the activity and term:

The Proposed Lease Agreement shall be effective upon PDA board approval and execution, approximately late spring 2021. The lease term shall be for a base term of forty-seven (47) years, commencing on the Effective Date (the "Term").

Facilities and/or amount of land to be leased:

Initially during Phase I, a lease of corporate aircraft hangar at 120 Aviation Avenue (see attached scope of business during Phase I).

Additionally, also in Phase 1, a permanent fuel farm facility on the land area (2.65 acres to the west of existing hanger 227) generally described as 53 Exeter Street (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.

Phase 2 will see this land developed with new permanent 6,500 Square ft FBO and Hangar facilities (see attached concept designs). The FBO will be staffed 24 hours per day and will have a permanent full time General Manager, Customer Service team, Line Service team and Fuel Accountant.

Cost of building facilities and method of financing:

- Phase 1 - \$20,000 per month lease of facility at 120 Aviation Avenue
\$2,500,000 cost of new permanent fuel farm on land at 53 Exeter Street.
\$6,000,000 cost of fuel trucks and ground equipment
- Phase 2 - \$8,000,000 Additional development of new permanent FBO and Hangar at 53 Exeter Street.

Financial responsibility and ability of the entity to carry out the activity:

With more than 30 years of experience and 31 current Fixed Base Operations, Million Air is uniquely qualified to design, develop, and operate on a global level. The Million Air system is operated throughout the US, Canada, and the Caribbean, comprised of 1,000 employees and more than 800 aircraft within the leasehold of our facilities which sets the stage for enhancing the service standards of the industry.

The structure of Million Air starts with Roger Woolsey who purchased Million Air in April of 2002 and moved the headquarters to Houston TX.



The group is divided into several sections as shown in Exhibit A.

Under REW Investments, 7 FBOs are directly owned and 2 are managed on behalf of the Airport. The remaining FBOs (Interlink) are franchised locations set up similarly to Chick-Fil-A, Inc.

Each of the owned locations are incorporated in the state they operate in. This is done for ease of compliance with local and state regulations. See diagram on Exhibit A

Financial responsibility will be solely with Pease Aviation Partners, LLC which is owned by REW Investments Inc. Financing will be established through a bond financing program.

Names and qualifications of key personnel to be involved:

CHIEF EXECUTIVE OFFICER

Mr. Roger Woolsey is the Owner and CEO of Million Air Interlink (MAI) and REW Investments Inc. (REW). Mr. Woolsey is an entrepreneur that has successfully launched several companies, all in the aviation sector. Woolsey is clearly a visionary and charismatic leader, with a passion for results and quality. He has been featured in and quoted in numerous books, magazines, and news media outlets. Woolsey served as a bank board member, frequent guest speaker for both Universities and corporate keynote addresses. He holds the highest pilot rating available, the Airline Transport License, and is a Licensed Insurance Agent with authority to practice in 14 states. Alumnus of the University of Arkansas, USAF War College, Harvard Business School's Executive Education (Achieving Breakthrough Service, Executive Finance for Senior Leaders, and Owner President & Management (OPM-37)).

CHIEF OPERATING OFFICER

Charles "Chuck" M. Suma serves as Chief Operating Officer in the Houston Headquarters Office, providing strategic leadership and managing all operations of the company. Chuck is a senior level executive with 40 years of experience in the design, manufacturing, sale, and support of Business Aviation Aircraft. He joins the Million Air family following an impressive 30 years with Piper Aircraft. Chuck has served on the Board of Directions for the Aircraft Owners and Pilot Association (AOPA), National Business Aircraft Association, National Aviation Transportation Association, AOPA Air Safety Foundation, and National Chamber of Commerce. Additionally, he has served as the Chairman of the General Aviation Manufacturers Association (GAMA) and Air Safety Investigation Committee.

EXECUTIVE VICE PRESIDENT, FBO OPERATIONS

Jennifer A. Gomes has a 15-year multi country track record of delivering outstanding customer service in conjunction with seamless business operations. She was responsible for one of the largest single sourced fueling operations in the world, with over 800 daily departures at Charlotte Douglas International Airport. She coordinated an international airline startup in



Singapore organizing full operations above and below wing with resources and employees from over 6 countries. Jennifer joined Million Air as the General Manager in Tallahassee where she revitalized the front and backend operations to create a culture of safety, pride, ownership, and mutual respect. This transformation was recognized in the 2020 AIN FBO Survey, for one of the most improved FBOs in 2019.

GENERAL MANAGER

Colonel Jeffrey N. Stout U.S.A.F. (Ret) has over 39 years of experience in general aviation and military aviation. Stout completed a 26-year career with the United States Air Force before joining Million Air. Stout has served as a pilot, aircraft commander and instructor pilot in KC-135, U-2 and T-38 aircraft. Jeff is a New Jersey native and holds a Bachelor of Science degree in Aeronautical Science and a Master of Applied Science degree in Aeronautical Science and Aviation Management. He holds an FAA Airline Transport pilot's license and was a USAF command pilot.

Specific types and amounts of insurance to be maintained:

Coverage	Carrier	Policy Number	Expiration	Limit
Property (\$100M)	Starr Surplus Lines	SLSTPTY1137682 0	11/01/2021	\$100,000,000 any one occurrence plus applicable sub-limits
Inland Marine	New Hampshire Insurance Co.	01-LX- 012419522-1	11/01/2021	\$14,147.936 Scheduled contractors equipment limit
Automobile	New Hampshire Ins Co.	01-CA- 019046558-9	11/01/2021	\$1,000,000 CSL any one accident \$1,000 deductible each for collision & comprehensive
Work Compensation	Starr Specialty Insurance Co.	1000003895	11/01/2021	Workers Compensation: Statutory Employers Liability: \$1M/\$1M/\$1M
Pollution Liability	Allied World Assurance Company (U.S.)	0312-5337	11/01/2023	\$10,000,000 each incident limit/coverage section aggregate limit
D&O/EPL/Fiduciary/Crime	QBE Insurance Corporation	10041721	11/01/2021	\$1,000,000 limit of liability – each claim \$3,000,000 policy aggregate limit
Aviation General Liability	USAIG Lead, AIG, W. Brown, QBE & Starr	Various	11/01/2021	\$100,000,000 CSL any one occurrence plus applicable sub-limits

Number of aircraft to be provided:

N/A



Tools, equipment, services, and inventory:

Fuel Farm inventory capacity of Jet-A and 100LL (see conceptual designs). Initial Jet A storage for 60,000 gallons with space for an additional 30,000 gallons in the farm area. Rolling storage capacity of 30,000 for a total of 120,000 gallons. During growth mode as the operation increases rolling storage would be utilized to increase total volume.

During Phase I build, all runoff water will be collected and separated through an oil water separator. Both the water and any oil residue will be pumped into trucks and removed from the site using ACV Enviro.

During Phase II build, an outlet pipe from the water side of the separator will be installed to allow release of clean water into storm drains, after testing.

Million Air REW is a World Fuel Service branded operation in all locations and this provides us security of an uninterrupted fuel supply from the refinery. Unlike FBOs who buy on the open market directly, we have an exclusive agreement with World Fuel Service to ensure Million Air is priority every time when needed. World Fuel also assists with providing replacement equipment during repairs and through their extensive global network have immediate access to vendors.

In addition, the following equipment will be used to provide aeronautical services. Where possible we have selected an electric option in line with our company pledge to reduce our carbon footprint in 2021.

- 3 New 10,000-gallon Jet A tanker trucks
- 2 New 1,000-gallon Avgas trucks
- Multiple sets of Air Stairs. (TLD Products)
- 1 De-Icing truck with high lift boom (78') Elephant Beta-15
- 1 De-Icing truck with 48' lift for regional jets. (Vestergaard)
- Multiple 400hz GPUs. (AGE 6000 Series)
- 50-gallon LOX cart. (Essex Industries)
- 2 push tugs. (Jetporter JP100S and Eagle XM-30)
- 1 catering truck with scissor lift
- 1 forklift capable of lifting 5,000lbs
- 1 K-Loader
- Multiple tow bars
- Lav carts. (AERO LC270-RJ3E Electric Lavatory Service Cart)
- 2 crew cars
- 1 crew van
- Multiple engine stands, including a B5 stand
- 1 beltloader (NBL-Electric)

MILLION AIR

- 1 baggage tug and 5 baggage carts. (TUG JST-Electric)
- 1 pickup truck F250 with snow blade (contract services with Piscataqua Landscaping)

Number of persons to be employed:

Employees to cover 24hr operations
3 Line service and 2 customer service per morning and evening shift
2 Line service employees overnight
1 General Manager
1 Fuel Accountant

21 Total Employees

Hours of operation:

24-hour operations

Additional Information:

What course of action will Million Air take should they not secure the Military Contract in 2021?

Million Air is committed to an operation at PSM and will continue with the Phase II build of the FBO without the military contract. We would look to grow the GA business and use our close connections with the commercial airlines to attract divert, charter, and fuel stop options for PSM. Million Air has many network wide agreements (for example, NetJets, Vista Jet, Solaris etc.) and our customers choose the Million Air brand when possible. PSM today does not capture this market and the current FBO is not part of our national branding programs.

What is the backup plan for equipment should Million Air have a break down?

Million Air has agreements in place with American Airlines to rent equipment at MAGSA rates in these situations. We will also be using C&G Truck and Heavy Repair Inc. to perform maintenance on the equipment. Additionally, through our network we can reposition equipment from our ALB and HPN locations within hours if needed.

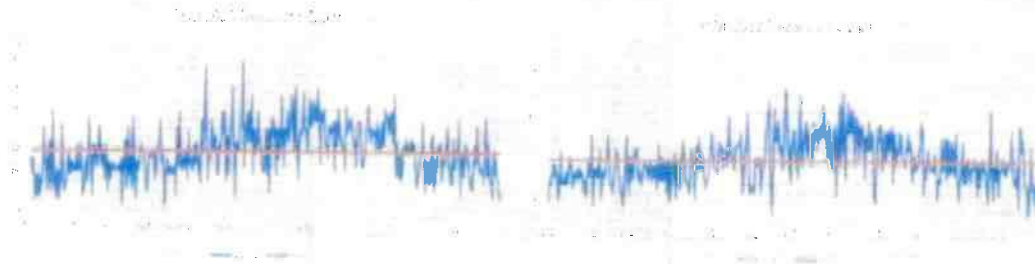
What happens if there is an environmental spill?

Million Air will use the services of ACV Enviro who are a national company with a local facility near Portsmouth. They are available 24/7 and have a 30-minute response time to the airport.

How many parking spots are needed for the FBO?

A traffic analysis was performed using the 2018 and 2019 average flight arrivals to KPSM and an evaluation of Million Air staffing number. The following graph for GA traffic (Including PSM tenant Plane Sense, who have their own hangar facility) shows a daily average of 14 flights.

MILLION AIR



We can assume the following:

- 6 employee parking spots
- 2 crew cars
- 2 rental cars
- 1 crew van
- Passengers – 6 parking spots
- Additional peak times spots – 3

Total Parking Spot requirement - 20

Upon receipt of this application, please forward to the Pease Development Authority Airport Committee for consideration at the next scheduled meeting of the Authority.

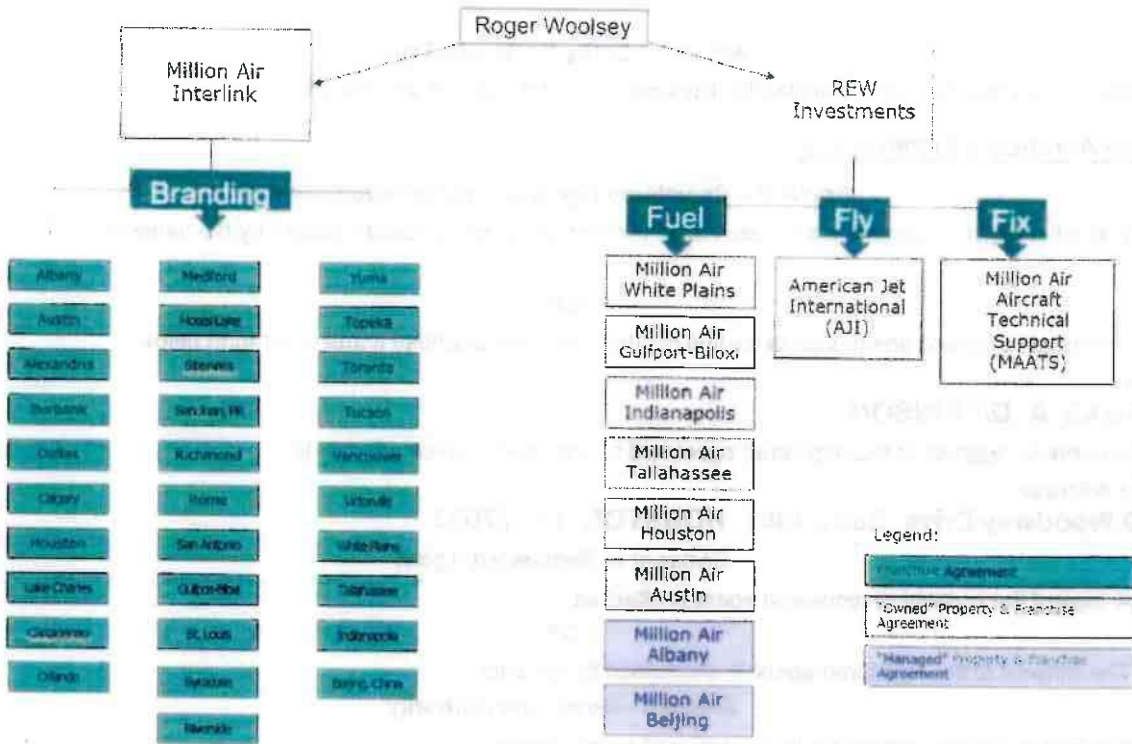
Sincerely,

Charles Suma, COO

Minimum Standard	Phase 1	Phase 2
Aircraft Fuel and Oil Sales		
1) Storage and Into-plane - Jet A and 100LL and Lubricants	3 X 30,000gal Double walled Jet A Storage, 5000gal 100LL Storage	3 X 30,000gal Double walled Jet A Storage, 5000gal 100LL Storage
2) Min Two 5,000+ gal Jet A dispensing Trucks	2 X 10,000 Gallon SkyMark Refueler Tanker Trucks	3 X 10,000 Gallon SkyMark Refueler Tanker Trucks
3) Min. Two 500+ gal 100LL dispensing trucks	2 X 1000 Gallon SkyMark Avgas Refuel Trucks	2 X 1000 Gallon SkyMark Avgas Refuel Trucks
4) Min 12 Month fuel dispensing reports (note 139 records 24 mo)	TFBO Software used in all locations	TFBO Software used in all locations
Aircraft Deicing		
1) Min One Deicing vehicle - heated alcohol	1 De-icing truck with installed heater system (see Equipment List)	2 De-icing truck with installed heater system (see Equipment List)
2) Report forms (PDA)	Yes	Yes
Ground Handling (Aircraft Guidance, Parking and Tiedown)		
1) Aircraft Guidance - Radio equipped - Follow me	Yes, Pick up truck (See Equipment List)	Yes, Pick up truck (see Equipment List)
2) Tie-Down Facilities and Equipment	To be installed 3 tie-down hooks (See Equipment List)	4 tie-down hooks near Hangar (see Equipment List)
3) Equipment Capable of Towing Aircraft	Eagle and Leckto Tugs (See Equipment List)	Eagle and Leckto Tugs (see Equipment List)
Customer Service		
1) Passenger Facilities - Passenger Lounge, equipped as per Pg 6	3000 Sq Ft Office space	6500 Sq Ft State of the art New FBO Facility
2) Conveniently located crew lounge	Yes (see attached plans - Temp FBO 1 & 2)	Yes (See attached concept designs)
3) Restroom facilities for passengers and crew	Yes (see attached plans - Temp FBO 1 & 2)	Yes (See attached concept designs)
4) Courtesy Transportation	2 Mercedes and 1 mini van	2 Mercedes and 1 mini van
5) Flight Planning facility	Yes (see attached plans - Temp FBO 1 & 2)	Yes (See attached concept designs)
6) Aviation sales - Pilot supplies	Yes (see attached plans - Temp FBO 1 & 2)	Yes (See attached concept designs)
Line Service		
1) Equipped for aircraft service including domestic and international waste etc.	International Trash License obtained	International Trash License obtained
2) GSE - including energizers and starters, GPU etc.	2 GPUs and 2 Air Starts (see Equipment List)	2 GPUs and 2 Air Starts (see Equipment List)
3) Equipment to move min 75,000 lbs. aircraft	Lecktro Tug (see Equipment List)	Lecktro Tug (see Equipment List)
Hangar Space		
1) Min 12,000 sq.ft.	Existing 17,000 Sq Ft Hangar (see attached Plans FBO 1 & 2)	New State of the Art 12,000 sq ft Hangar
Aircraft Recovery		
1) Equipment, personnel and material to removed a disabled aircraft min 12,500 lbs.	Nitro Cart and universal Tow bar - Eagle Tug. (see Equipment List)	Nitro Cart and universal Tow bar, Eagle Tug. (see Equipment List)
Collection of Fees		
1) Personnel to collect fees	Staffed 24 hours	Staffed 24 hours
Snow Removal Services		
1) Owned, leased or contracted SRE for Parking Apron Managed by FBO	Owned F250 with plow blade attached. Local company contract for snow removal	Owned F250 with plow blade attached. Local company contract for snow removal
Minimum Land and Facility Requirements		
1) Min ground area lease (determined PDA)	1.46 Acres	2.65 Acres
2) Min 1 Hangar - 12,000 sq.ft. of aircraft storage space	17,000 Sq Ft Existing Hangar	New Hangar to be constructed 12,000sq ft
3) Office/terminal facility - Min 2,000 sq ft	3000 Sq Ft Office space	6500 Sq Ft Office Space
4) Management of Paved Apron not less than 150,000 sq. ft.	Combination of in front of the FBO and other agreed areas nearby agreed by "airport"	Combination of in front of the FBO and other agreed areas nearby agreed by "airport"
5) Permanent fuel storage min 36,000 gal Jet A, 5,000 Gal 100LL (Compliant)	New Permanent Fuel Farm build (see conceptual design)	New Permanent Fuel Farm build (see conceptual design)
6) Paved off Street Parking outside ARA but within leased premises (per PDA)	Combination of 16 current parking spots and additional overflow to be shuttled to FBO	30 Parking Spots at new FBO
Minimum Management and Staffing		
1) On-Site Manager	General Manager (Salaried)	General Manager (Salaried)
2) Adequate number Trained Qualified Staff	Staffing to allow 3 Line Service, 2 customer service each shift (Total staff 21)	Staffing to allow 3 Line Service, 2 customer service each shift (Total staff 21)
3) Uniforms and Protective clothing and PPE	Company Provided	Company Provided
Minimum Hours of Operation		
1) min 7:00a.m. - 10:00a.m. Daily	24Hr operation	24Hr operation
Minimum Insurance Requirements		
1) Conform PDA RMP	Yes through Epic Brokers	Yes through Epic Brokers
Minimum Service Standard-Permitted Services		
1) Additional services? Min standards for those.	None	Food Truck Options
Rates and Charges for Services		
1) Rates and Charges for services filed with PDA	GPU: \$25/Hour LAV: \$75 per hole Ramp Fees: \$450 waived with 450 gal fuel Potable Water \$35 flat rate Belt Loader \$85 De-icing: Type 1 \$ 18 per gallon, Type 4 \$20 per gallon	GPU: \$25/Hour LAV: \$75 per hole Ramp Fees: \$450 waived with 450 gal fuel Potable Water \$35 flat rate Belt Loader \$85 De-icing: Type 1 \$ 18 per gallon, Type 4 \$20 per gallon
NH STATE Registration (NHDDOT, etc.)	NH Business Permit, Fuel Farm build	NH Business Permit, Required construction permits
Application as per 3.03 of PSM Minimum Standards for GA	Please see attachment (Application Procedure)	Please see attachment (Application Procedure)

EXHIBIT A

Structure of Million Air



Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803791270 10/09/2020
Document #: 1000969550002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Pease Aviation Partners, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

THOMAS A DICKINSON

C. The business address of the registered agent and the registered office address is:

Street Address:

7660 Woodway Drive, Suite 460 HOUSTON TX 77063

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: (Business Name) **REW Investments, Inc.**

Address: **7555 Ipswich Road Houston TX, USA 77061**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Roger Woolsey 7555 Ipswich Road, 7555 Ipswich Road, Houston, TX 77061

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Roger Woolsey

Signature of Organizer

FILING OFFICE COPY

Business Information

Business Details

Business Name: MILLION AIR PORTSMOUTH	Business ID: 856584
Business Type: Trade Name	Business Status: Active
Expiration Date: 11/20/2025	Last Renewal Date: Not Available
Business Creation Date: 11/20/2020	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 11/20/2020	
Principal Office Address: 7555 Ipswich Road, Houston, TX, 77061, USA	Mailing Address: 7555 Ipswich Road, Houston, TX, 77061, USA
Business Email: lwilliams@millionair.com	Phone #: 713-640-4020
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / FBO Ops 48 Transportation 190 Other support activities for air transportation	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
PEASE AVIATION PARTNERS, LLC (/online/BusinessInquire/TradeNameInformation? businessID=689573)	Business	Good Standing

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

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**MINIMUM STANDARDS
FOR COMMERCIAL AND NONCOMMERCIAL
GENERAL AVIATION OPERATORS**

PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
PEASE INTERNATIONAL TRADEPORT
PORTSMOUTH, NEW HAMPSHIRE

Dated: November 13, 1997

Revised: August 17, 2006

Revised: August 16, 2007

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4	<u>Aircraft Sales</u> <ul style="list-style-type: none">4.01 General4.02 Minimum Service Standards
5	<u>Noncommercial Operators</u> <ul style="list-style-type: none">5.01 Permitted Activities5.02 Prohibited Activities5.03 Flying Clubs
6	<u>Aircraft Fractional Ownership Management Companies</u> <ul style="list-style-type: none">6.01 Definitions6.02 Aircraft Fractional Ownership Management Company Authorized Services6.03 Minimum Standards for Aircraft Fractional Ownership Management Company Authorized Services6.04 Minimum Land and Facility Requirements

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- 6.06 Insurance
- 6.07 State Registration
- 6.08 Aircraft Hangar Space Subletting Services

ARTICLE 1

INTRODUCTION

1.01 STATEMENT OF PURPOSE

These Minimum Standards define minimum standards for the conduct of commercial and noncommercial general aviation activities at Portsmouth International Tradeport at Pease (the "Airport"). This document states the privileges and restrictions associated with each category of activity and sets forth the minimum standards for facilities, land area, improvements, services required, equipment, personnel, operating requirements and hours of operation.

The general aviation development goals of the Pease Development Authority (the "PDA" or the "Authority") are to:

- a. Ensure that general aviation activities at the Airport are conducted in a safe, fair, and equitable manner, in accordance with PDA, state, and federal standards.
- b. Promote first-class general aviation services and facilities.
- c. Assist private developers in promoting business interests at the Airport.

The operating standards outlined in this document are the minimum requirements that must be met by Commercial Operators as a condition of their right to conduct stated commercial activities on the Airport and by Noncommercial Operators as a condition of their right to lease premises on the Airport.

1.02 DEFINITIONS

As used in these Minimum Standards, the following terms will have the following meanings:

- a. "Aircraft" means any aeronautical device including, but not limited to, powered aircraft, gliders, ultra lights, kites, helicopters, gyroscopes, gyro copters, ground effect machines, and balloons.
- b. "Airport" means the entirety of Airport.
- c. "Apron" means a paved area suitable for aircraft parking.
- d. "Building" means the main portion of each structure; all projections or extensions there from; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.

- e. "Commercial Operator" means an Entity engaging in an activity that involves, or makes possible, the offering for sale of a general aviation service for the purpose of obtaining earnings, income, compensation, or profit, whether or not such objective is accomplished. All commercial operators must be duly registered with the New Hampshire Department of Transportation, Division of Aeronautics.
- f. "Entity" means any person, proprietorship, association, firm, joint venture, partnership, limited liability corporation, corporation, other business organization, or any combination of the above.
- g. "Equipment" means all machinery, together with the necessary supplies, tools, and apparatus necessary to the proper conduct of the activity being performed.
- h. "Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The granting of an Exclusive Right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly prohibited.
- i. "FAA" as used in this document shall mean the Federal Aviation Administration.
- j. "Full-Service Fixed Base Operator" means a general aviation Commercial Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified in Article 2. Additionally, a Full-Service Fixed Base Operator may be permitted to provide for sale other specialized general aviation services as specified in Article 3.
- k. "General Aviation" means that portion of civil aviation, which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from the Federal Aviation Administration and large aircraft commercial operators.
- l. "Improvements" means all buildings, structures, and facilities including paving, ground cover, fences, signs, and landscaping constructed, installed, or placed on, under, or above any leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all Improvements must be approved by the PDA and must meet development standards established by the PDA.
- m. "Lease" means a contractual agreement between the PDA and an Entity in which the PDA leases or subleases real property and grants rights and privileges on the Airport to the Entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.
- n. "Leased Premises" means the entirety of the ground area leased to an entity including all buildings, improvements, and fixed and removable structures identified as the premises in the lease.

- o. "Lessee" means an entity having a valid lease with the PDA.
- p. "Limited-Service Specialty Operator" means a commercial operator that is permitted to offer for sale one or more of the permitted services listed in Article 3, but is not a Full-Service Fixed Base Operator.
- q. "Line Service" means routine day-to-day servicing necessary for the safe operation of an Aircraft and may include recharging batteries, oxygen, braking, and lubrication systems; cleaning Aircraft windows, etc.
- r. "Noncommercial Operator" means an entity or governmental agency, which maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such noncommercial operators are specifically prohibited from offering general aviation products or services for sale to others.
- s. "Sublease" means a sublease on the Airport granted to an entity by a lessee and approved by the Airport for the use of all or part of the property leased by the Airport to the lessee.
- t. "Sub-Operator" means an entity engaged in any of the general aviation services that a Limited-Service Specialty Operator may provide, which services are provided under a sublease with a Full-Service Fixed Base Operator having a valid Lease with the Airport.
- u. "Tie down" means the paved area on the airport suitable for the parking of aircraft wherein suitable aircraft tie down points have been installed.

1.03 APPLICATION PROCEDURE

Any entity wishing to establish a commercial or noncommercial general aviation activity on the airport shall be furnished a copy of these minimum standards and shall be required to make an application in writing to the PDA Executive Director detailing the following:

- a. The name and address of the applicant.
- b. The proposed land use and/or services to be offered.
- c. The requested or proposed date for commencement of the activity and the term.
- d. The facilities and/or amount of land to be leased.
- e. The cost of building facilities and the method of financing, if applicable.
- f. The financial responsibility and ability of the entity to carry out the activity.

- g. The names and qualification of key personnel to be involved.
- h. The specific types and amounts of insurance to be maintained.
- i. The number of aircraft to be provided, if applicable.
- j. The tools, equipment, services and inventory.
- k. The number of persons to be employed.
- l. The hours of operation.

Upon receipt of the application, it shall be referred to the Pease Development Authority Airport Committee with the recommendations of the Executive Director and considered at the next scheduled meeting of the Authority.

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
- i. Snow removal

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 REOUIREMENTS

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 MIMIMUM 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.

ARTICLE 3

MINIMUM STANDARDS AND REQUIREMENTS FOR LIMITED-SERVICE SPECIALTY OPERATORS

3.01 LIMITATIONS ON LIMITED-SERVICE SPECIALTY OPERATORS

The PDA may enter into separate agreements with a Limited-Service Specialty Operator or a Limited-Service Specialty Operator may enter into a Sublease with a Full-Service Fixed Base Operator. In either case, such services will be permitted only in areas designated for such uses on the currently approved Airport Master Plan. Such specialized limited services shall specifically exclude:

- a. The sale of aviation fuel.
- b. Aircraft deicing services.

Any Commercial Operator desiring to perform the services listed in subparagraphs a. or b. above must enter into a Lease with the Airport as a Full-Service Fixed Base Operator and fulfill the obligations of such an operation.

3.02 LIMITED-SERVICE SPECIALTY OPERATOR PERMITTED SERVICES

A Limited-Service Specialty Operator may provide one or more of the following permitted services:

- a. Nonscheduled and Air Charter Services and, as an adjunct to such services, (i) the sublease of aircraft parking space within the hangar facility owned or leased by said Nonscheduled and Air Charter Service Operator, but only if such sublease is allowed explicitly under the applicable lease with PDA or is otherwise approved by PDA, and (ii) the provision of general management services as described in Section 3.03a3 below for aircraft occupying subleased hangar space in accordance with (i) above.

- b. Aircraft Engine and Airframe Overhaul and Repair
- c. Avionics and Instrument Repair
- d. Flight Instruction and Aircraft Rental

3.03 MINIMUM STANDARDS FOR PERMITTED SERVICES

Except as provided in this subsection, Limited-Service Specialty Operators offering the permitted services listed above shall be subject to the minimum standards individually specified

in the Limited-Service Specialty Operator's agreement with the Airport. The following minimum standards shall apply:

a. Nonscheduled and Air Charter Services

1. A Limited-Service Specialty Operator offering nonscheduled and air charter services shall provide the following services and Equipment at least 8 hours per day, 7 days per week and on call at all other times:

- (1) An Aircraft charter or air taxi operation certificated under FAR Part 135.
- (2) Not less than one single-engine Aircraft available for charter or air taxi purposes. All such Aircraft shall be equipped for flight under IFT conditions and shall meet the requirements of FAR Part 135.
- (3) A sufficient number of qualified FAA commercial/instrument or airline transport rated pilots to provide the services required hereunder.
- (4) Adequate services and Equipment for providing passenger check in, handling luggage and ticketing, and suitable courtesy ground transportation.

2. The aircraft hangar space sub-letting service allowed under Section 3.02a(i) shall require a minimum sublease term of ninety (90) consecutive days or greater and a minimum of 3,000 square feet of available hangar space, exclusive of the space occupied by aircraft owned and/or operated by the sublessor Nonscheduled and Air Charter Service Operator.

3. The general management services allowed under Section 3.02a(ii) may include: general walkaround visual aircraft inspection, maintenance record review and development of maintenance plans, preparation of damage history report, airworthiness directive searches, review/preparation of market studies, charter performance analysis, investment and capital model development and analysis, acting as agent to obtain aeronautical services available from other FBOs at the Airport, pilot services (pilot search, pilot pool development, drug testing administration, payroll services, safety and compliance overview assessment and management, and proficiency testing) and other similar general aircraft management and consulting services. The general management services authorized under Section 3.02a(ii) shall not include aircraft maintenance or aircraft inspections that would require the possession of an Airframe and/or Powerplant certificate issued by the FAA or that would require oversight from a holder of an Airframe and/or Powerplant Certificate, brokerage services in connection with any sale of aircraft and/or any of the services authorized under Article 2 and/or Sections 3.02b through d unless such services are authorized pursuant to a written agreement with PDA and otherwise comply with all applicable requirements of these Minimum Standards.

4. All general management services allowed under Section 3.02(ii) shall be provided pursuant to a written agreement with the aircraft owner/operator and by duly qualified personnel pursuant to valid and current licenses or certificates to the extent required by FARs or other applicable provisions of law.

5. Aircraft Fractional Ownership Companies which have been authorized to conduct business at the Airport under the provisions of Article 6 of these Minimum Standards may offer aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of Article 3.

b. Aircraft Engine and Airframe Overhaul and Repair

A Limited-Service Specialty Operator offering Aircraft engine and airframe overhaul and repair shall provide the following services and Equipment at least 8 hours per day, 5 days per week, with on call service available on one additional day per week:

1. Sufficient Equipment, supplies, and spare parts as required for certification as an FAA-approved repair station, in accordance with FAR Part 43 and FAR Part 145.
2. Uniformed, efficient, and trained personnel in sufficient numbers to meet demand for the services offered, but never less than one person currently FAA certificated as both an airframe and engine mechanic, and (except for FAA certificated repair stations) Aircraft inspector, and one other person not necessarily FAA certificated.
3. A minimum of 5,500 square feet of maintenance shop area.

c. Avionics and Instrument Repair

A Limited-Service Specialty Operator offering avionics and instrument repair shall provide the following services and equipment at least 8 hours per day, 5 days per week, with on-call service available on one additional day per week:

1. Sufficient Equipment and supplies and have available sufficient parts as required for certification as an FAA-approved repair station.
2. Sufficient uniformed, efficient, and trained personnel to meet the minimum standards set forth herein for this type of specialty operation, but never less than one person appropriate to the work performed.

d. Flight instruction and Aircraft Rental

A Limited-Service Specialty Operator offering flight instruction or aircraft rental shall provide the following services and Equipment at least 8 hours per day, 5 days per week, with on-call service available during the remaining two days per week:

1. A flight training school authorized to provide IFR and multi-engine flight instruction in accordance with FAR Part 61.
2. Availability for use for flight training or Aircraft rental at least two certificated and currently airworthy Aircraft. Such Aircraft can be owned or leased.
3. Make available as many flight and ground instructors as needed to meet demand.

3.04 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS

A Limited-Service Specialty Operator offering any permitted service shall be required to:

- a. Lease a minimum ground area determined by the PDA.
- b. Provide a Building of not less than 1,500 square feet equipped with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge, restrooms, and public telephone.
- c. Manage a paved Aircraft parking apron of sufficient size for the activities contemplated, with paved access to the Airport taxiway system and suitable tie down Equipment for all owned or leased Aircraft.
- d. Provide 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 standards as may be adopted by the PDA.

3.05 MINIMUM INSURANCE REQUIREMENTS

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

3.06 MULTIPLE PERMITTED SERVICES

A Limited-Service Specialty Operator shall be permitted to provide two or more of the permitted services listed in this Article only where it can be demonstrated to the satisfaction of the PDA that the services are in the public interest.

The minimum standards for Limited-Service Specialty operators providing multiple services shall be the same as those established for the individual services outlined herein. Where the individual minimum standards are repetitious, the provisions will not necessarily be cumulative. In such cases, applicable minimum standards will be determined and agreed upon between the Limited-Service Specialty Operator and the PDA in their agreement.

3.07 SUB-OPERATORS

A Sub-Operator shall conduct its business on the Airport in compliance with the same minimum standards and the same terms and conditions as are applicable to the Operator. A copy of all Subleases shall be provided to the Airport Manager.

3.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Limited-Service Specialty 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.

3.09 STATE REGISTRATION

All Limited Service Specialty Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.

ARTICLE 4

AIRCRAFT SALES

4.01 GENERAL

Any Entity wishing to sell new or used Aircraft shall be required either to (1) enter into a Full-Service Fixed Base Operator agreement and meet the requirements of this class of service provider or (2) enter into a subcontractor arrangement with an Entity that has a valid Full-Service Fixed Base Operator agreement with the Airport.

4.02 MINIMUM SERVICE STANDARDS

If Aircraft sales services are offered by an Entity, that Entity shall meet the following requirements and provide the following services at least 8 hours per day, 5 days per week, and shall offer on-call services on at least one additional day per week.

- a. Obtain a sales franchise or dealership agreement with an accredited Aircraft manufacturer, if the sale of new Aircraft is proposed.
- b. Employ as many qualified pilots (current and rated) as needed to demonstrate all the models being offered for sale.
- c. Establish an inventory of all new and used Aircraft for sale and provide a quarterly inventory report to the Airport Manager stating all Aircraft transactions.

ARTICLE 5

NONCOMMERCIAL OPERATORS

5.01 PERMITTED ACTIVITIES

A Noncommercial Operator may undertake the following activities:

- a. The parking on the Leased Premises of any Aircraft owned, leased, or operated by the Noncommercial Operator, and the housing on the Leased Premises of any function necessary to the permitted noncommercial activities.
- b. The maintenance and servicing of its own Aircraft, which shall include overhauling, rebuilding, repairing, inspection, and licensing.
- c. Using public Airport facilities and navigational aids and facilities for purposes of noncommercial landings, takeoffs, and taxiing.
- d. The acquisition, sale, exchange, or disposal of any Aircraft engines, motors, instruments, devices, supplies, and accessories associated with any Aircraft owned, leased, or operated by the Noncommercial Operator, as incidental to its noncommercial activities on the Airport.
- e. The location, construction, erection, maintenance, and removal of Improvements on the Leased Premises (including hangars, shops, and related office space) in accordance with the PDA Land Use Controls and applicable provisions of federal and state law for the purpose of carrying out noncommercial activities.
- f. Aircraft must have a current New Hampshire aircraft registration.

5.02 PROHIBITED ACTIVITIES

- a. The rights and privileges granted to Noncommercial Operators are expressly limited to noncommercial aviation activities, as defined above. These rights and privileges specifically exclude the sale of aviation services, the sale of Equipment or supplies, and repairs of any type whatsoever on aircraft other than those owned or leased by the Noncommercial Operator.
- b. Noncommercial Operators shall not be permitted to acquire, store, or dispense fuel in connection with the operation of Aircraft other than the Aircraft owned, leased, or otherwise operated by the Noncommercial Operator.

5.03 FLYING CLUBS

a. Exempt Flying Clubs

A flying club shall be exempt from the requirements of these Minimum Standards if that flying club meets the following conditions. Violation of such conditions shall be grounds for termination of a flying club's exempt status.

1. The flying club must be a non-profit New Hampshire corporation or partnership.
2. Each member of the flying club must be a bona fide owner of the Aircraft or be a member of the corporation or a partner in the partnership operating the flying club.
3. The flying club may not realize a profit from the operation, maintenance, or replacement of its Aircraft.
4. Flying club Aircraft may not be used by other than bona fide members for rental and by no one for commercial operations.
5. Flight instruction may not be given in flying club Aircraft except when such instruction is given by a Commercial Operator based on the Airport authorized to provide flight instruction or by an instructor who does not receive remuneration in any manner for such service.
6. The flying club shall file with the Airport Manager a copy of its bylaws, articles of incorporation, partnership agreement, or other documents supporting its existence; a complete and current list of the flying club's membership including names of officers and directors; evidence that ownership of flying club Aircraft is vested in the flying club; and the operating rules of the flying club. The books and other records of the flying club shall be available for review at any reasonable time by the Airport Manager or his/her representative.
7. Flying club Aircraft must have a current New Hampshire aircraft registration.

b. Non-Exempt Flying Clubs

Non-exempt flying clubs shall be considered commercial aeronautical activities and shall be subject to these Minimum Standards.

ARTICLE 6

AIRCRAFT FRACTIONAL OWNERSHIP MANAGEMENT COMPANIES

6.01 Definitions

In addition to the Definitions set forth in Section 1.02, the following terms will have the following meanings for purposes of this Article 6 of the Minimum Standards:

a. "Aircraft Fractional Ownership Management Company" shall mean an entity that is conducting aircraft flight operations and providing aeronautical services in accordance with 14 CFR Part 91, Subpart K, and, if applicable, Parts 121 and 135.

b. "Fractional Ownership Aircraft" shall mean (i) an aircraft owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and used in connection with the provision of Program Services by said Company; (ii) an aircraft owned or leased in part by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and for which an undivided interest of at least the minimum percentage allowed by applicable federal aviation regulations is owned or leased for a multi-year term by a separate entity or entities unrelated to the Aircraft Fractional Ownership Management Company owner or lessee and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company; and/or (iii) an aircraft previously owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company that is now wholly owned or leased to an entity or entities separate from the Aircraft Fractional Ownership Management Company and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company.

c. "Program Services" shall mean the services required to be provided by an Aircraft Fractional Ownership Management Company to the owner(s) or lessee(s) of a Fractional Ownership Aircraft pursuant to a multi-year contract. "Subpart K" shall mean the regulations set forth in 14 CFR Part 91, Subpart K, as the same may be amended from time to time, applicable to the provision of Program Services at the Airport.

6.02 Aircraft Fractional Ownership Management Company Authorized Services

a. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport, but only to or for the benefit of the Fractional Ownership Aircraft for which the Aircraft Fractional Ownership Management Company owns or leases in whole or in part and/or for which it is obligated or authorized to provide Program Services:

1. Sale and/or leasing of aircraft and interests in aircraft.

2. Aircraft fuel and oil sales and inter-plane dispensing of the same.
3. Aircraft deicing.
4. Ground handling (aircraft guidance, parking, and tie down).
5. Aircraft hangaring.
6. Customer services (checking in passengers and baggage).
7. Aircraft maintenance and servicing (inflate and repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, recharge aircraft batteries, repair and overhaul avionics systems, clean windows and interiors, service lavatories and dispose of aircraft waste, and conduct general aircraft turnaround activity).
8. Collection of fees (collection of all aircraft landing, storage and other fees due to PDA).
9. Snow removal at designated apron areas of the premises leased by said Company.

b. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport for non-Fractional Ownership Aircraft or for the benefit of owners of aircraft operating at Pease who do not otherwise contract with said Aircraft Ownership Management Company for the provision of Program Services:

1. Provision of flight crew (pilot, co-pilot, and/or attendant(s)) and flight management services (including flight planning and coordination with FAA Flight Service Station and air traffic control).
2. Aircraft maintenance, servicing, and hangaring but only with respect to aircraft for which said Company is providing the services listed in subsection 6.02(b)(1).
3. Sale of new aircraft pursuant to a manufacturer authorized agreement or used aircraft.
4. Servicing of aircraft sold by said Company in accordance with subsection 6.02(b)(3).

c. An Aircraft Ownership Management Company may contract with a Fixed Base Operator authorized by PDA to operate at the Airport to perform any of the services listed in subsections 6.02 (a)(2) through (8), (b)(2) or (b)(4) and, with respect to snow removal activity, with a snow removal contractor authorized by PDA.

6.03 Minimum Standards for Aircraft Fractional Ownership Management Company Authorized Services

a. General

The conduct by an Aircraft Fractional Ownership Management Company of any services authorized in Section 6.02 shall be in accordance with Subpart K; any other pertinent requirements of law; and standards or directives of the PDA relating to safety, environmental or Airport operating requirements.

For services provided under Section 6.02(a) the additional requirements set forth in subsections (b) through (1) of this Section 6.03 must be met to the extent not covered by or inconsistent with Subpart K. For services provided under 6.02(b) the additional requirements set forth in subsections (g) and (h) of this Section 6.03 must be met.

b. Fueling

1. Fueling trucks used to dispense fuel must be metered and filter-equipped and meet all applicable safety requirements.

2. Reports reflecting all fuel dispensed into aircraft must be maintained on file at the Airport for a minimum of 12 months and such reports shall be available for audit at any time by the Authority.

c. Aircraft Deicing

1. Application of heated propylene glycol or any other appropriate substance to aircraft for deicing purposes must be accomplished through appropriate equipment and at areas approved by PDA.

2. Complete forms provided by PDA documenting the type and amount of deicing fluid used and location of each deicing event must be submitted to the PDA Engineering Department within twenty-four (24) hours of completion of the deicing event.

d. Ground Handling

1. Aircraft tie-down must be effected through appropriate ropes, chains or other types of restraint devices, or by wheel chocks.

2. Equipment capable of towing aircraft into and out of the hangar must be utilized.

e. Customer Service

1. Facilities, equipment and staff must be provided to ensure that all required security and safety standards are met.

2. Management or Operations Standards or Specifications must be developed and implemented that provide for: flight planning with direct communication to the FAA Flight Service Station, local air traffic control, and national weather service briefers; and adequate supplies of VFR and IFR navigational charts or electronics flight books or other similar electronic chart system.

f. Snow Removal

1. Adequate equipment to remove snow from the apron under control of said Company shall be utilized and all snow removal activity shall be coordinated and not conflict with PDA Airport snow removal operations.

g. Provision of Flight Crew and Flight Management Services

1. All such services shall be available to persons or entities with whom the Company has contracted under Section 6.02(b) and must be performed by personnel having appropriate licenses and/or certificates and in accordance with applicable federal aviation law requirements and must be supported with the facilities and equipment listed in subsections 2-5, below.

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 communications 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.

h. Aircraft Maintenance and Aircraft Servicing

1. Maintenance and servicing activity authorized under Section 6.03(b)(2) and (4) shall be limited to aircraft for which said Company is providing aeronautical services as specified in Section 6.03(b) and shall include: general repair and overhaul of avionics systems,

changing engine oil, recharging oxygen systems, replacing engine starters, recharging batteries, servicing braking systems, repairing and/or inflating tires, cleaning windows and interiors, servicing lavatories and disposal of aircraft waste (domestic and international).

2. All such services shall be conducted by qualified, licensed personnel and with proper equipment in compliance with all applicable requirements of law and with PDA Airport operating and environmental directives.

6.04 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/be part of the aircraft hangar.
- d. Management of paved apron area of sufficient size to accommodate the Company's operations for aircraft 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. If the Company elects to provide fuel and is authorized by PDA to construct such a facility on its leased premises, permanent fuel storage tanks for jet fuel. The fuel storage tanks shall be of a capacity permitted by agreement with PDA and 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 in accordance with a lease/operating agreement with PDA. 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 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.

6.05 Minimum Management and Staffing Requirements

- a. The activities of every Aircraft Fractional Ownership Management Company 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 said Company's lease/operating agreement with PDA.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff shall be on duty during specified 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.

6.06 Insurance

An Aircraft Fractional Ownership Management Company shall carry insurance in conformance with the PDA's risk management requirements.

6.07 State Registration

An Aircraft Fractional Ownership Management Company shall maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.

6.08 Aircraft Hangar Space Subletting Services

Aircraft Fractional Ownership Companies which have been authorized to conduct business at the Airport under the provisions of Article 6 of these Minimum Standards may offer aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of Article 3.



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

JANUARY 07, 2021
SCALE: 1"=1000' (1"=100')

BEXHILL

IMAGE: GOOGLE EARTH - MAY 2015

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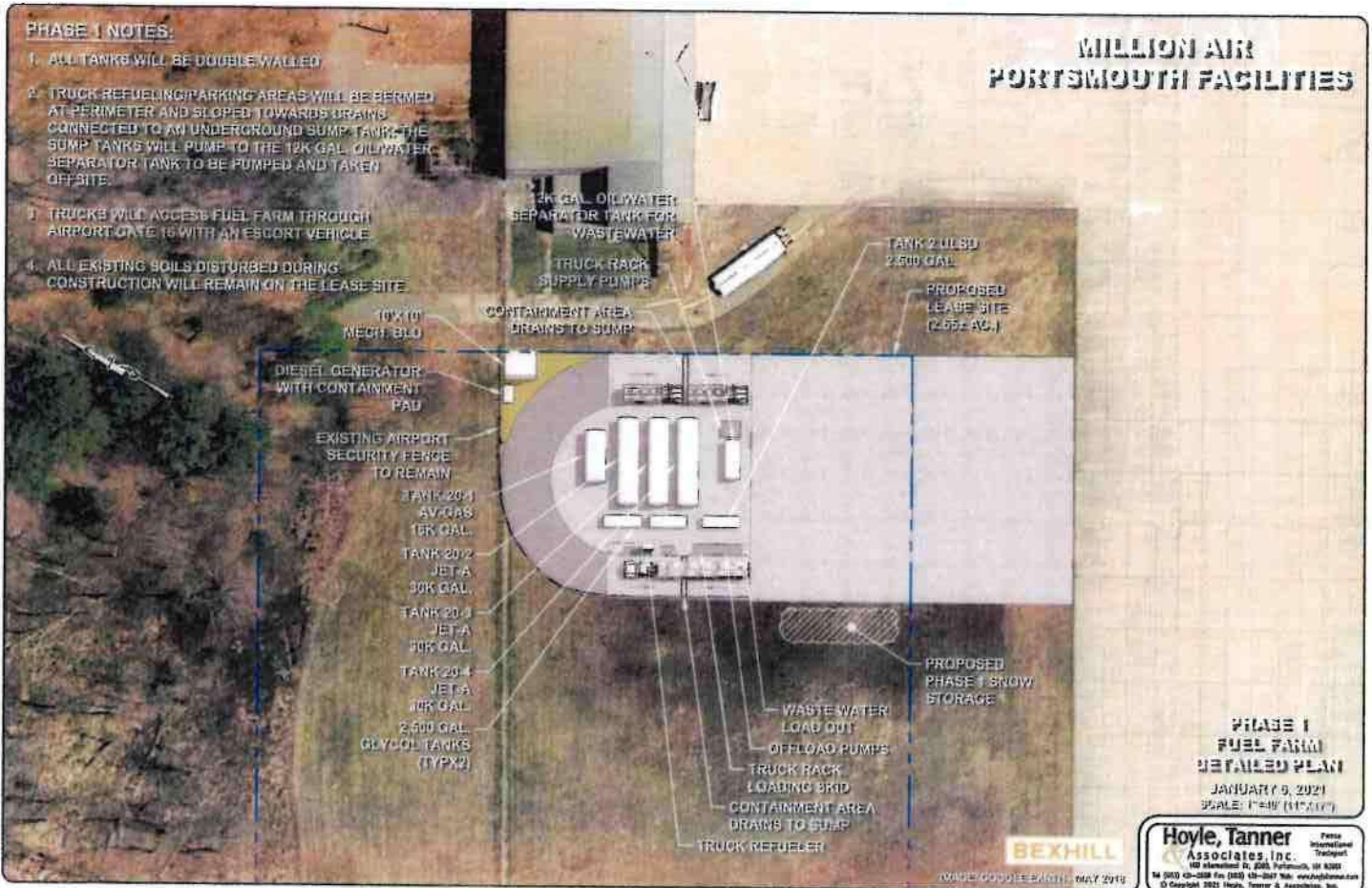
MILLION AIR PORTSMOUTH FACILITIES



MILLION AIR PORTSMOUTH FACILITIES

PHASE I 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. TANKS, THE SUMP TANKS WILL PUMP TO THE 12K GAL OIL/WATER SEPARATOR TANK TO BE PUMPED AND TAKEN OFF SITE.
3. TRUCKS WILL ACCESS FUEL FARM THROUGH AIRPORT GATE 16 WITH AN ESCORT VEHICLE
4. ALL EXISTING SOILS DISTURBED DURING CONSTRUCTION WILL REMAIN ON THE LEASE SITE



**PHASE I
FUEL FARM
DETAILED PLAN**
JANUARY 9, 2021
SCALE: 1"=40'

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Perse
International
Training

MILLION AIR PORTSMOUTH FACILITIES

NOTE

A SHUTTLE WILL PROVIDE SERVICE
BETWEEN THE FBO AND THE 19
REMOTE LEASED PARKING GRADES

AVIATION AVE

TEMPORARY FBO & RANGER

120 AVIATION AVE

EXISTING
PARKING SPACES
PAINT 2 ACCESSIBLE PARKING
SPACES & LOADING AREA
EXISTING ADA SIGNS & RAMP
TO REMAIN

16 PARKING SPACES
TO BE LEASED

HAMPTON STREET



TEMPORARY PARKING & TIE
DOWN LEASE AREA (15,000 SF)

PHASE I
TEMPORARY FBO
DETAILED PLAN

JANUARY 5, 2004
SCALE: 1"=50' (1"=40')

BEXHILL

10001 DORRIS BATH RD, PORTSMOUTH, NH 03801

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MILLION AIR PORTSMOUTH FACILITIES

FULL BUILD NOTES:

1. TRUCKS WILL ACCESS FUEL FARM THROUGH AIRPORT GATE 16 WITH AN ESCORT VEHICLE IN THE FULL BUILDING CONDITIONS.
2. ALL EXISTING SOILS DISTURBED DURING CONSTRUCTION WILL REMAIN ON THE LEASE SITE.
3. THE SITE GATE AND ALL BUILDING DOORS SHALL BE COORDINATED WITH THE AIRPORT'S ACCESS CONTROLS.



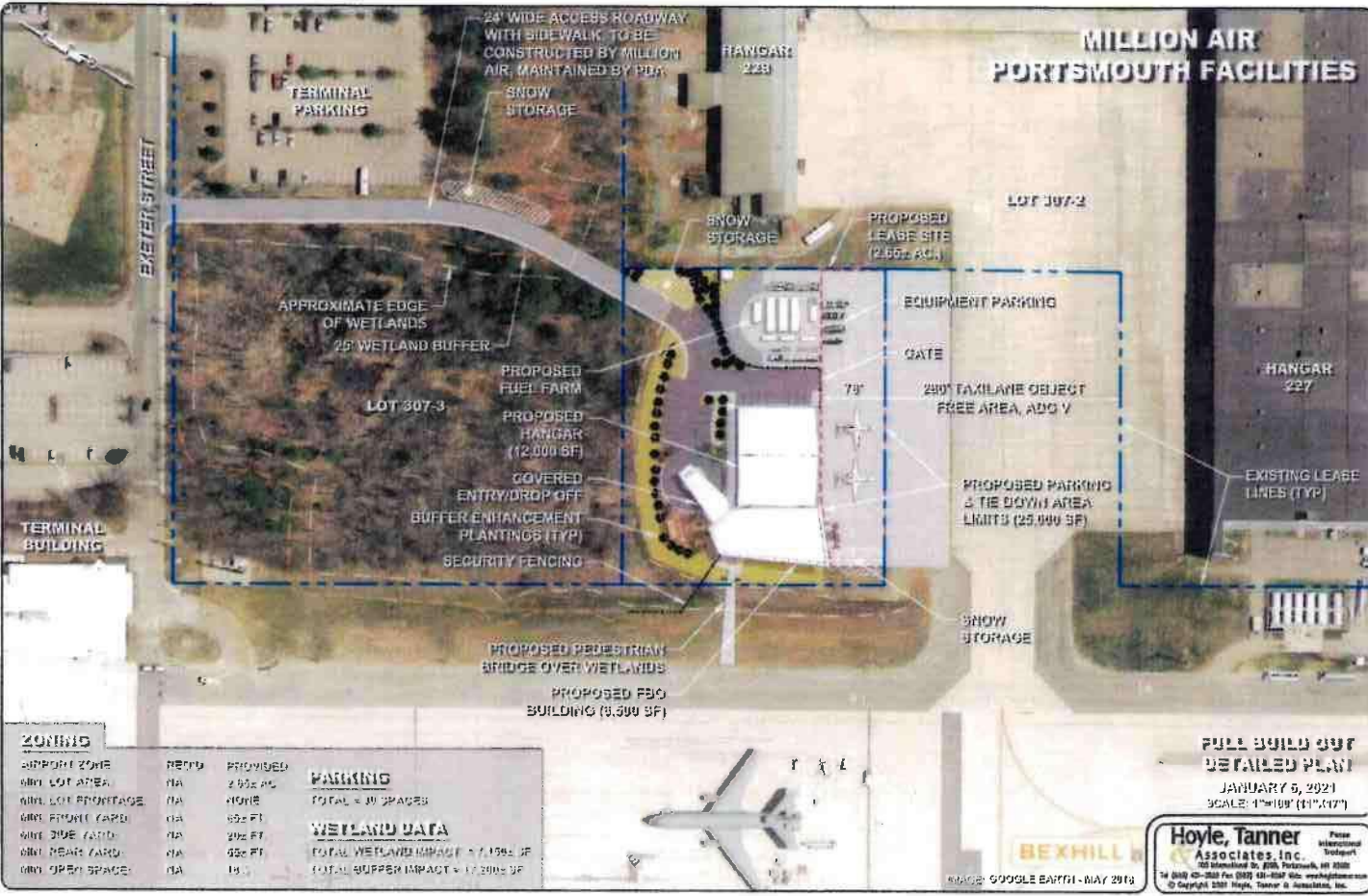
**FULL BUILD OUT
OVERALL PLAN**
JANUARY 2022
SCALE: 1" = 200' (11/24/21)

BEXHILL

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Professional Seal
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NO. 02 - 000065 8/20/21 (REV. 1/2022)

MILLION AIR PORTSMOUTH FACILITIES



ZONING

SUPPORT ZONE	REQ'D	PROVIDED
MIN. LOT AREA	NA	2,952 AC
MIN. LOT FRONTAGE	NA	400 FT
MIN. FRONT YARD	NA	65 FT
MIN. SIDE YARD	NA	20 FT
MIN. REAR YARD	NA	65 FT
MIN. OPEN SPACE	NA	14 %

PARKING	
TOTAL	30 SPACES

WETLAND DATA	
TOTAL WETLAND IMPACT	17,194 SF
TOTAL BUFFER IMPACT	17,200 SF

**FULL BUILD OUT
DETAILED PLAN**
JANUARY 5, 2021
SCALE: 1"=100' (N=107)

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IMAGE: GOOGLE EARTH - MAY 2010

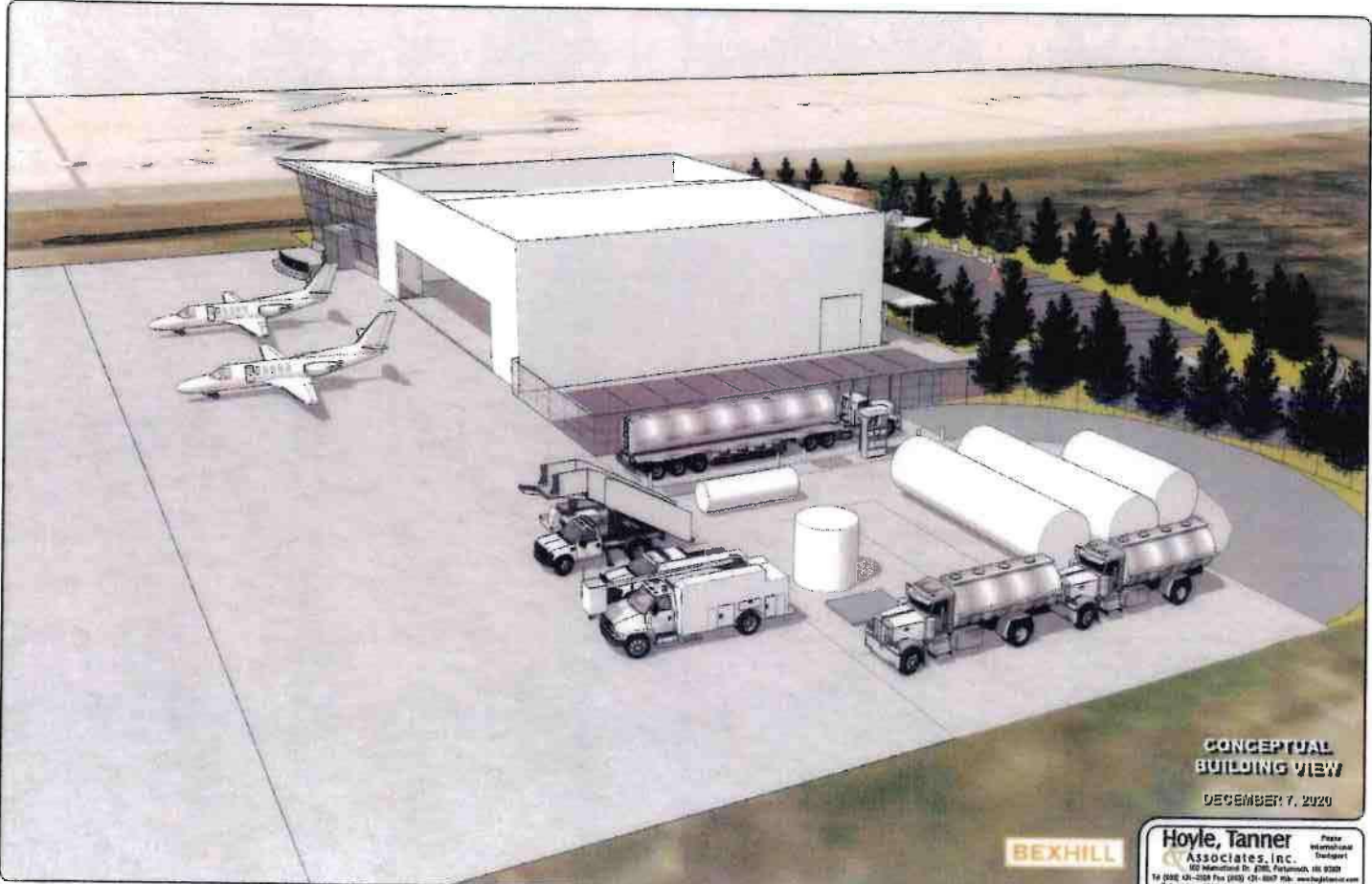


CONCEPTUAL
BUILDING VIEW

DECEMBER 7, 2020

BEXHILL

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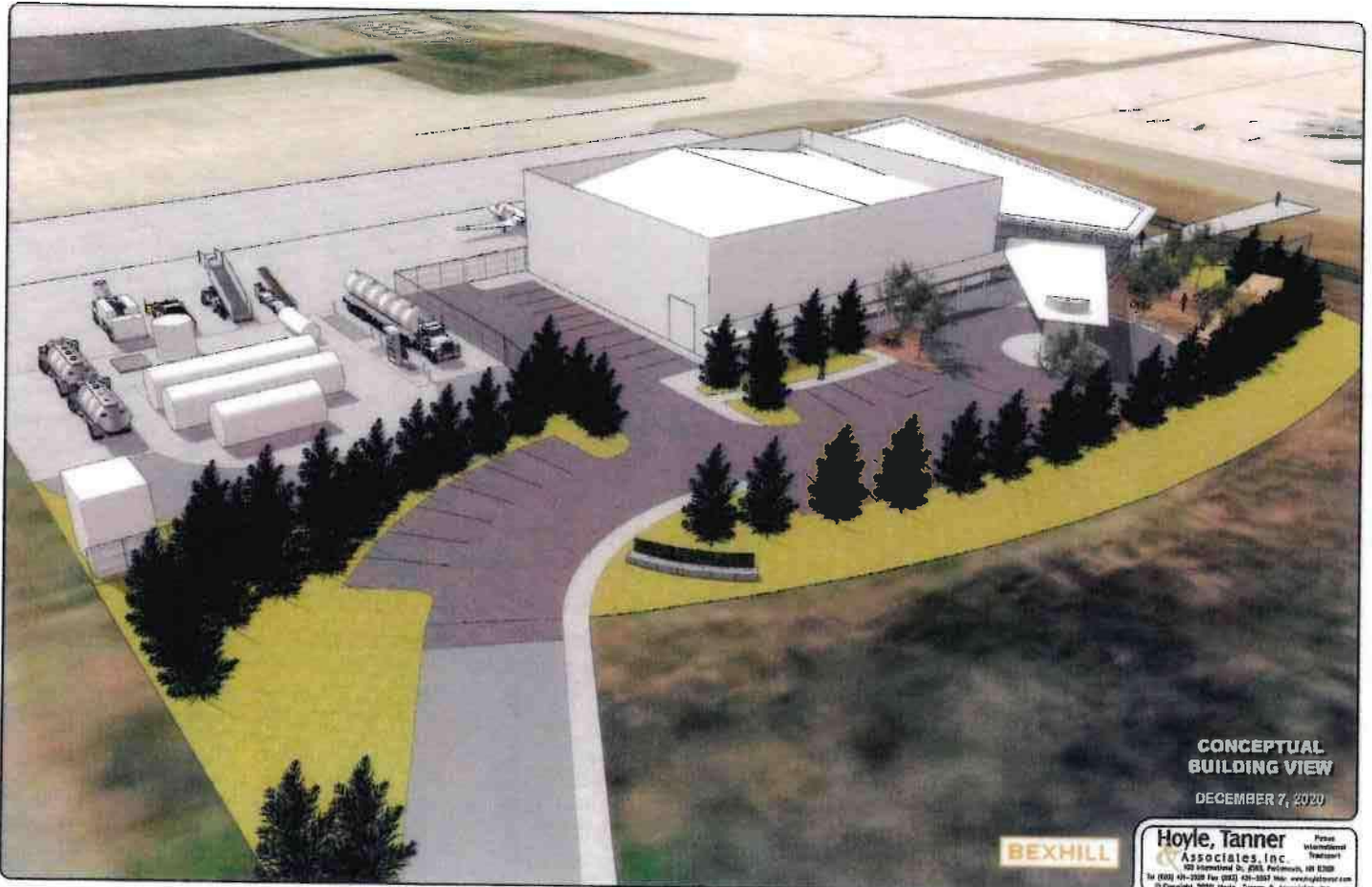


CONCEPTUAL
BUILDING VIEW

DECEMBER 7, 2020

BEXHILL

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CONCEPTUAL
BUILDING VIEW
DECEMBER 7, 2020

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CONCEPTUAL
BUILDING VIEW
DECEMBER 7, 2020

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CONCEPTUAL
BUILDING VIEW
DECEMBER 7, 2020

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CONCEPTUAL
BUILDING VIEW
DECEMBER 7, 2020

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CONCEPTUAL
BUILDING VIEW
DECEMBER 7, 2020

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MEMORANDUM

From: Port City Air, Inc.
Date: January 11, 2021
Subject: Equal protection issues related to Million Air's application

Introduction.

Port City Air prepares this memorandum to identify the preferential treatment that Million Air asks of the Pease Development Authority, and to advocate for equal protection. The PDA required Port City Air to meet the PDA's Minimum Standards for Commercial and Noncommercial General Aviation Operators (the "Minimum Standards"), make major capital investments in buildings and equipment, and nearly complete its permanent facility before it could operate as a fixed-base operator ("FBO") or sell fuel from its interim location. Million Air wants FBO status to pump fuel far earlier in its application process than Port City Air was allowed, and without meeting the Minimum Standards, so it can bid on a military fuel contract.

The reason behind Million Air's rush for approval.

The military accounts for over 76% of the current annual fuel need at Portsmouth International Airport ("KPSM"). The Defense Logistics Agency awards and administers the military fuel contract at KPSM. It only selects one vendor to sell fuel to the military. To bid on that contract, a bidder must either be a FBO at the airport, or it must produce a contract with an established FBO to provide the fuel. Since the PDA decides who operates as an FBO at the airport, or who has an "operational presence" at KPSM, the PDA effectively decides who can bid on the contract.

The military fuel contract permits—but does not guarantee—business in Portsmouth. The Defense Logistics Agency awards the contract, but it does not decide where aircraft land. Mission planners within the various military branches decide where aircraft land. Traditionally, aircraft flying long-haul routes over the Northeast stopped in Bangor, Maine. Port City Air has captured significant market share by offering exceptional service and investing far beyond the Minimum Standards to provide the fast, efficient, and concierge-level service that earns repeat business. Port City Air's efforts benefit the PDA and the Seacoast economy.

Port City Air, using its local network and relationships with local branches of government agencies such as U.S. Customs and Border Protection, ensures that crews can visit Portsmouth at any hour of any day and have the services, facilities, specialized ground-handling equipment, crew cars, food, and hotel reservations to make the most of their stay.

With PDA-endorsed FBO status, or even an endorsement of "operational status," Million Air could bid on the military fuel contract without any of the necessary infrastructure in place to meet the minimum standard or properly service the contract. That means low or no financial risk to Million Air, but a potential loss for the PDA and the Seacoast economy.

Equal protection through consistent process.

For equal-protection reasons and to ensure fair competition, the law directs that the PDA should treat all FBO applicants the same. The State and Federal Constitutions require equal

protection under the laws. N.H. Const. Pt. 1, art. II; U.S. Const. amend. XIV. Equal protection means the government, including governmental bodies like the PDA, must treat similarly situated persons (including companies) the same unless an adequate basis exists for different treatment.

Here, where both Port City Air and Million Air are or seek to be FBOs at the airport, they are similarly situated so the PDA should treat them the same. That means the PDA should not give Million Air procedural shortcuts that it did not provide to Port City Air because doing so would amount to an anti-competitive, unfair advantage that violates the PDA's own rules and processes.

The PDA applied a rigorous process to Port City Air.

The PDA set forth and documented its requirements of Port City Air when it became an FBO at the airport. In a 1998 memorandum, attached as **Exhibit 1**, the PDA spelled out the "conditions [Port City Air] needs to meet prior to becoming a full service FBO, i.e. before Port City may sell fuel". **Ex. 1** at 2. The memorandum laid out the minimum standards that Port City Air had to meet. Of note, Port City Air had to:

- 1) Secure 12,000 square feet of hangar space but was not allowed to count hangar space already leased for other purposes (in Port City Air's case, its Part 145 repair station that had been operational at KPSM for three years in 12,000 square feet of leased space within a 24,000 square foot hangar). **Ex. 1** at 2.
- 2) Remove "shade shelters," which are large aircraft shelters. **Ex. 1** at 2.
- 3) Commence construction operations for its permanent facility, which included obtaining a fully approved site plan, building permits, signed lease with the PDA, a signed contract with the contractor, and a construction bond/site review agreement. **Ex. 1** at 2.

Again in 2000, the PDA, as demonstrated by the letter attached as **Exhibit 2**, confirmed the above-described arrangement and provided further clarification. The PDA did not allow Port City Air to commence operations as an FBO, even though Port City Air had interim premises (which had been fully operational for over five years as KPSM's only Part 145 repair station), until it:

- 1) Met the Minimum Standards. **Ex. 2** at 2-3.
- 2) Commenced construction of the permanent facility, including "provision of evidence that Port City Air has placed a non-refundable order for the steel required to complete construction of the Facility, or the posting of a guarantee to ensure the Commencement of Construction of the Facility in such form as is acceptable to and has received the prior approval of the PDA Board of Directors;" **Ex. 2** at 2-3.
- 3) Incorporated all the Airport Committee's recommendations.

The PDA's later communications show that the PDA withheld fueling permission until even later in the process than the 1998 letter or 2000 memorandum required. In July 2002, the PDA determined that Port City Air had met the Minimum Standards, but it did not permit fueling

operations for another eight months, until Port City Air had almost completed construction of its permanent FBO facility. The letters proving that sequence are attached as **Exhibit 3**.

In general, it has consistently been the PDA's practice to apply a lengthy, highly detailed review process to all of Port City Air's requests related to new facilities or facility upgrades, including upgrades to Port City Air's fuel farm and lease expansion. Port City Air began the application process for its lease expansion in September of 2018, which it recently completed in September 2020. Port City Air applied for its fuel farm renovation in July of 2020 and the site and technical review process is still ongoing. While Port City Air fully supports and respects the PDA's review process, it is unfair and inequitable for the PDA to grant Million Air FBO or "operational status" on a faster and more expedited timetable than the PDA offered Port City Air even to improve existing facilities.

Million Air seeks preferential treatment.

Million Air requests a different, preferential arrangement. It does not want to be required to make the same capital investment before obtaining FBO status. Million Air explicitly states that it wants to terminate its Lease if it "is precluded from completing construction of the fuel farm before such date that would permit [Million Air] to bid for the upcoming military fuel contract." See Million Air's Letter of Intent ("LOI") at 8. Million Air proposes to "commence construction of the fuel farm, followed by the FBO building and hangar" "[i]mmediately upon execution of the Agreement." LOI at 5. Further, it proposes a two-phase operations plan, where it would operate out of an interim premises. LOI at 5.

Million Air's proposal is different, preferential, and unfair because, unlike the rules and procedures applied to Port City Air:

- 1) Million Air would be allowed to establish an "operational presence" on the field without having invested any meaningful resources at KPSM.
- 2) Million Air could immediately construct a fuel farm on a timeline that permits it to service the military fuel contract. The PDA is currently requiring Port City Air to follow a one-plus year process to simply renovate a pre-existing fuel farm.
- 3) Million Air could begin fueling aircraft without commencing construction of its permanent facility; making a non-refundable order for steel to build its facility or posting a guarantee to ensure construction; or nearly completing construction of its permanent facility. The PDA required Port City Air to meet those steps before it could sell fuel.
- 4) Million Air could run its first operational phase without meeting Minimum Standards. Million Air's LOI only proposes that Phase II will meet the Minimum Standards. LOI at 5 ("Construction/Operating Phase").
- 5) Million Air's proposed interim hangar space is currently full of long-term storage aircraft. The proposed sublease does not grant exclusive rights to the hangar and there is no guarantee that the hangar space could be used to service FBO customers. The PDA would not allow Port City Air to count hangar space used for another purpose (a repair station) towards the Minimum Standards' 12,000 square-foot requirement.

- 6) Million Air would obtain FBO status, the only credential necessary to bid on the military fuel contract, before beginning construction or making any capital investment. The PDA only granted FBO status to Port City Air after it made capital investments, met the Minimum Standards with an interim facility, and nearly completed its permanent facility. See Ex. 3.

The PDA also required Port City Air to incorporate recommendations by the airport committee before it could sell fuel. Here, Million Air submitted a 55-page FBO application on January 7, 2021, which was not provided to the Airport Committee until mid-day on January 8. That left only one business day for the Airport Committee to review the FBO application and make recommendations before potentially granting the FBO application.

This hurry-up timeline precludes the Airport Committee from conducting a meaningful review of the application. It also precludes any meaningful opportunity for public review or comment.

The preferential treatment poses a risk to the PDA and Seacoast economy.

Approving Million Air's request for preferential treatment would permit Million Air to bid on the military fuel contract before it meets either the Minimum Standards or the heightened bar necessary to earn and keep repeat business with military customers. If Million Air fails to meet the concierge-level service that Port City Air provides, military customers could return to Bangor, Maine, or visit other locations in the Northeast such as Rome, New York, where Million Air has a new facility with its own military fuel contract.¹ If that happens, Million Air could still attract market share while Portsmouth would lose its military customers and the direct and indirect revenue it brings to the Seacoast community and the state.

The erosion of the PDA's Minimum Standards and FBO admission program would not likely stop with the Letter of Intent or the FBO application. By throwing out the Minimum Standards and hastening the PDA's regulatory processes, Million Air could win the military fuel contract without any assets in place. In that event, KPSM's success will depend on Million Air's success, creating an environment where the PDA risks having to make more concessions to Million Air or lose airport traffic.

Conclusion.

The Minimum Standards that were applied to Port City Air ensured that Port City Air was fully ready to service aircraft before it received PDA approval. Million Air proposes to become a PDA-permitted FBO or to claim operational footing at KPSM with little or no investment, and without having any assets in place. That would permit Million Air to win the military contract without any guarantee that it could support or keep KPSM's current level of military business. That unequal application of the law benefits Million Air but hurts Port City Air and puts the PDA and the Seacoast economy at risk.

¹ Million Air advertises its Rome, NY location as having a "DLA Approved Aviation Fuel and Ground Services" arrangement. See <https://www.millionair.com/locations/rme/>.

Exhibit 1

PEASE DEVELOPMENT AUTHORITY



Airport Management Department, Pease International Tradeport
36 Airline Avenue, Portsmouth, New Hampshire 03801
(603) 433-6536 Fax: (603) 334-6135 TDD: Relay NH 1-800-735-2964

Memo

To: Richard Collier, Port City Aircraft Repair, Inc.
From: Mark Rowell *Mark Rowell*
Subject: Full Service FBO
Date: May 15, 1998
CC: George Meyer, George Bald, Jerry Dexter, Lynn Hummel

I have attached a list of conditions Port City Aircraft Repair, Inc. needs to meet prior to becoming a Full Service FBO and an outline of the process you need to follow. These documents are not intended to replace anything in the PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators dated November 13, 1997.

I have also attached a diagram of the southern end of the General Aviation Area with the site you might want to focus on highlighted. Please keep in mind our interest in developing the 20± acre lot to the south of the apron. We would be happy to review any preliminary layout you might have before you invest a lot of time in it only to find it is unworkable/unacceptable.

CONDITIONS

Conditions Port City Aircraft Repair, Inc. needs to meet prior to becoming a full service FBO, i.e. before Port City may sell fuel:

A minimum of 12,000 s.f. of suitable temporary hangar space and 2,000 s.f. of suitable/properly equipped temporary office/terminal space (ADA compliant) leased at \$3.25 per s.f.. Note: Bldg 110/307 is less than 2,000 s.f. (1,300 s.f. ±) so some office facilities would need to be located elsewhere, perhaps in Hangar 213. Also, 5,500 s.f. of Hangar 213 is required to meet the minimum standards for Port City's limited service specialty operation and should not be applied to the 12,000 s.f. of hangar required of a full service FBO.

A minimum of 30 temporary vehicle parking spaces.

Removal of the three southernmost shade shelters.

Installation of tie-downs on the aircraft parking apron.

Construction of the permanent hangar and or office/terminal facility must be underway to include an approved site plan, a building permit, a signed lease with the PDA, a signed contract with the contractor, and a construction bond/site review agreement.

All required insurance must be in place.

All required equipment in place to include:

- 2 - jet fuel trucks (1 5,000 gal min)
- 2 - 100LL trucks (1 500 gal min)
- 1 - deicing vehicle
- 1 - follow me vehicle
- 1 - tow vehicle and tow bars (75,000 lbs capacity)
- Energizers
- Starters
- Ground power units
- Fire extinguishers
- Aircraft recovery equipment (for aircraft up to 12,500 lbs)
- Snow removal equipment/contract
- Equipment to inflate tires, service potable water, service lavatories, dispose of domestic and international waste, cleaning aircraft windows and interiors

Necessary staff to meet minimum standards and required hours of operation must be hired, trained (to include FAR Part 139 fueling training), and available.

PROCESS

1. Develop a draft layout/site plan of the permanent facility to include:

- Hangar location and size
- Office/terminal location and size
- Aircraft parking apron location (150,000 s.f. minimum)
- Vehicle parking lot location and size (30 vehicles minimum)
- Access road location
- Security fence location

2. Submit the draft layout/site plan along with a time line and business plan to the PDA for staff review.
3. Develop the final layout/site plan, time line and business plan based on PDA staff comments and recommendations.
4. Present the layout/site plan, time line and business plan to the Airport Committee of the PDA Board.
5. Negotiate an LOI with the PDA. The LOI will address the requirements listed under **CONDITIONS** as well as the proposed layout and lease outline for permanent facilities.
6. Present the LOI to the Marketing Committee of the PDA Board.
7. Present the LOI to the PDA Board.
8. Submit the site plan to the Base Conversion Agency for 60 day review process for areas construction in Areas of Special Notice.
9. Schedule a public hearing with the Pease Technical Review Committee and then the PDA Board of Directors to approve the site plan.
10. Satisfy **CONDITIONS** from page 1.

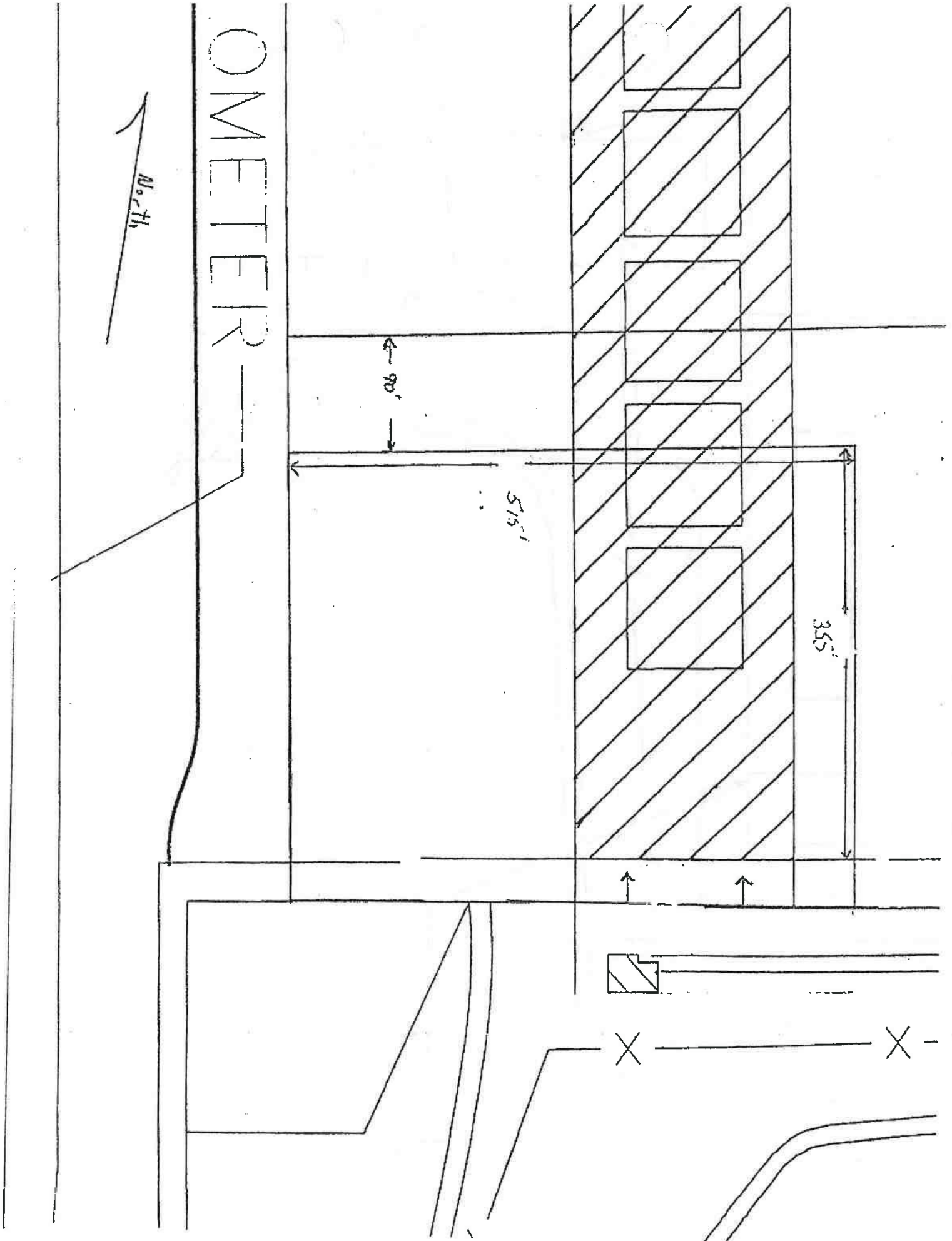
OMETER

North

90'

5'5"

3'5"



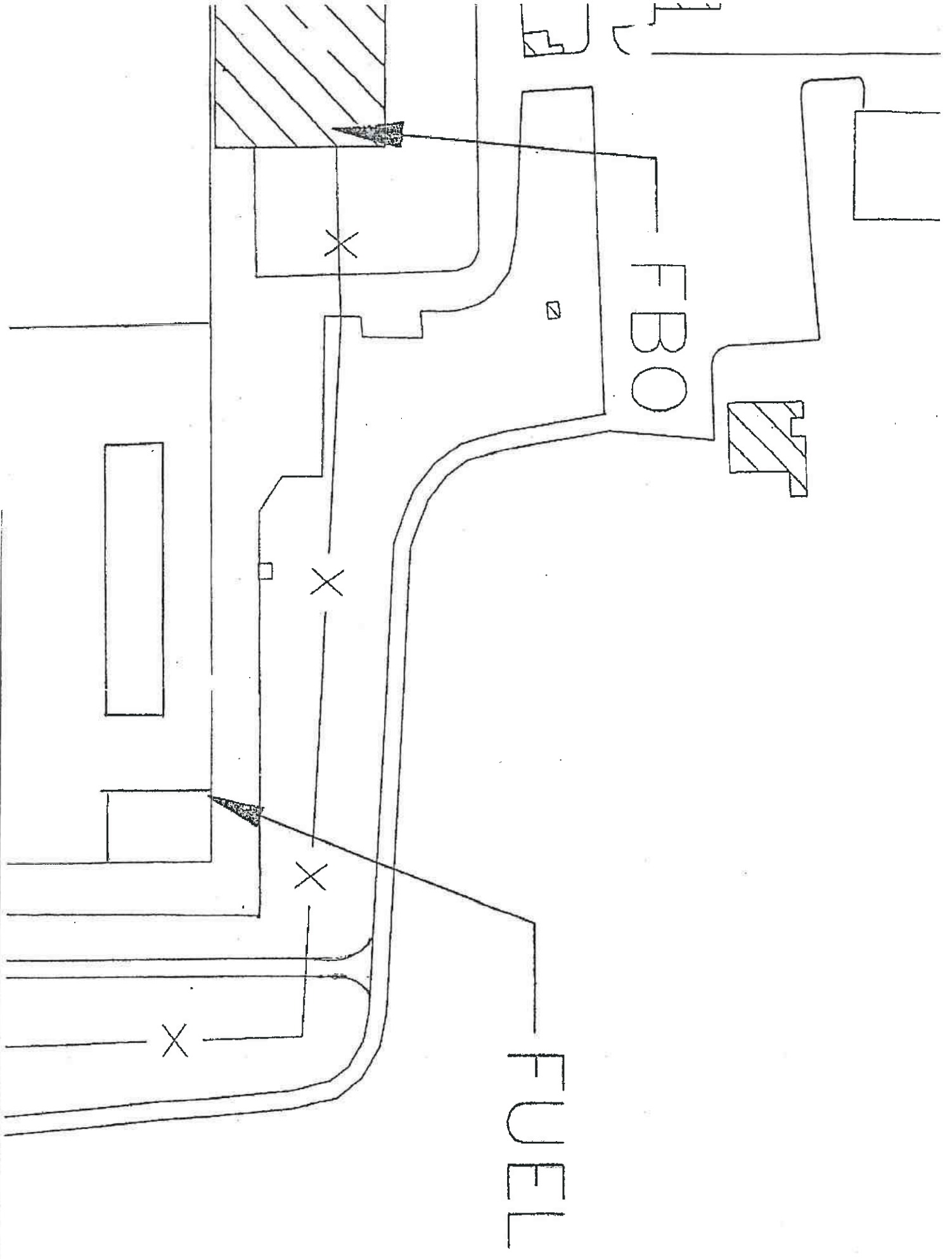


Exhibit 2

PEASE DEVELOPMENT AUTHORITY



360 Corporate Drive, Pease International Tradeport, Portsmouth NH 03801
(603) 433-6088 Fax: (603) 427-0433 TDD: Relay NH 1-800-735-2964

DRAFT
June 19, 2000

Richard B. Collier, President
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03802-3021

Dear Mr. Collier:

On behalf of the Pease Development Authority ("PDA"), we are pleased to submit the following outline of terms and conditions of a proposed agreement with Port City Aircraft Repair, Inc. ("Port City") for aviation development at Pease International Tradeport ("Pease"). It is the intent of Port City and PDA that this proposed agreement shall, upon execution, be forwarded to the PDA Board of Directors for approval at its meeting on June 22, 2000. Please note that following approval by the PDA Board of Directors, the application to become a full service Fixed Base Operator will require approval of the PDA Airport Committee.

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Memorandum of Understanding ("MOU") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith an appropriate Lease and/or Sublease (the "Agreement" and/or "Sublease") based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

The central business terms of our understanding and upon which I am prepared to make a presentation to the PDA Marketing Committee are as follows:

Landlord: Pease Development Authority

Tenant: Port City Aircraft Repair, Inc. d/b/a/ Port City *AIR*

Subleased Premises: For and in consideration of the rents and covenants to be paid and performed by Port City and subject to the terms and conditions set forth herein, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land area described below, which land area is located in the Airport Zone and is shown on the plan (designated as "Second FBO") attached hereto as Attachment No. 1:

A certain parcel of land located on the General Aviation Apron ("Subleased Premises" or "Premises"). The Subleased Premises are estimated to contain [*] +/- square feet excluding any required access road.

Port City at its option and sole expense may conduct a field survey to measure precisely the area square footage of the Subleased Premises. The square footage for the Subleased Premises shall be adjusted to reflect accurate certified survey

results, provided, however, that any such adjustment shall be effective only as of the first day of the next month following submission of the certified field survey to PDA and that Port City shall not be entitled to any retroactive benefits, including rent adjustments. Following receipt of the certified survey results, the Parties shall execute an acknowledgment reflecting the revised area square footage. Failure to execute such an acknowledgment shall not effect either the validity of the Sublease or the effective date of any adjustment to the Annual Ground Rent.

**Right to Use
Apron Area:**

Port City shall have the right in connection with its lease/sublease to certain apron space consisting of 150,000 +/- square feet, which space shall not be part of the Subleased Premises or Interim Premises.

Interim Premises:

Until such time as Port City has completed construction and is in receipt of Certificate of Occupancy of the Facility, as defined below, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land and buildings described below, which land and buildings are located in the Airport Industrial Zone, as more particularly shown on the plan attached as Attachment No. 2:

Building 110 consisting of 1,300 +/- square feet and Hangar 213 (also known as 44 Durham Street) consisting of 28,400 +/- square feet.

As a condition precedent to its execution of a lease and/or sublease for occupancy of the entirety of Hangar 213, Port City shall provide PDA with a letter from High-Tech Aircraft Corporation ("High-Tech") confirming High-Tech's consent to relinquish its License with PDA and to enter into a sublease agreement with Port City for the portion of Hangar 213 it presently occupies. Port City agrees to enter into a sublease agreement with High-Tech should High-Tech elect to continue occupying a portion of Hangar 213.

Port City at its option and sole expense may conduct a field survey to measure precisely the building area square footage of the Interim Premises measured from the outside edge of the outside walls. The square footage for the Interim Premises shall be adjusted to reflect accurate certified survey results, provided, however, that any such adjustment shall be effective only as of the first day of the next month following submission of the certified field survey to PDA and that Port City shall not be entitled to any retroactive benefits, including rent adjustments. Following receipt of the certified survey results, the Parties shall execute an acknowledgment reflecting the revised building area square footage. Failure to execute such an acknowledgment shall not effect either the validity of the Sublease or the effective date of any adjustment to the Building Area Rent.

**Sublease Term and
Term**

Commencement:

The Agreement shall be effective upon execution and shall continue for a base


~~OPEN~~
~~2 ISSUES~~
~~Page 7~~

term of twenty (20) years (the "Base Term") commencing on the earlier to occur of the following events: (i) occupancy of all or any portion of the Subleased Premises or Interim Premises, or (ii) October 1, 2000 (the "Term Commencement Date"), with three (3) successive ten (10) year options to extend the Base Term. In no event shall the Base Term and all option periods extend beyond fifty (50) years from the Term Commencement Date.

Port City's right to exercise its options to extend the Base Term of its Sublease shall be contingent upon the completion of all phases of its planned improvements to the Subleased Premises which improvements are more particularly described hereafter. Further, the Sublease Agreement shall provide that in the event Port City does not construct the Expanded Facility within a mutually agreed period of time, the PDA may require that a portion of the Subleased Premises reserved for construction of the Expanded Facility be removed from the Sublease Agreement returned to the PDA for future development.

**Site Plan and
Design Permitting:**

Notwithstanding the requirements on the Minimum Standards, Port City has agreed that it will undertake and continue with due diligence and at its sole expense construction of [*] +/- square feet of new hangar facilities, with related paving, utilities, landscaping, drainage and associated site improvements (the "Facility") for establishment, operation and maintenance of a fixed base aircraft operation, to include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City has indicated its present intent to undertake at its sole expense the construction of an additional hangar consisting of [*] +/- square feet with related paving, utilities, landscaping, drainage and associated site improvements (the "Expanded Facility") in connection with the establishment, operation and maintenance of a fixed base aircraft operation, which shall include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City acknowledges that PDA's willingness to enter into a Sublease is contingent upon Port City establishing a time line for the construction of the Facility which is acceptable to PDA.

1. Port City 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 Port City in such process.

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

- A) Conformance with ALP;
- B) PDA Reservations of Access to Apron/Taxiways;
- C) Adequacy of Parking;
- D) Siting for Noise Mitigation;
- E) Siting for Air Traffic Control Tower Line of Sight;
- F) Subdivision and Site Plan Approval;
- G) Construction of Access from Grafton Drive;
- J) Area of Special Notice Approval;
- K) Deicing Restriction;
- L) Construction Access;
- M) Permanent Road Access;
- N) Location of Fuel Farm/Right of PDA to Relocate Fuel Farm at no additional cost to Port City;
- O) Removal for the Facility of Shelter #'s 1, 2, and 5;
- P) Removal for the Expanded Facility of Shelter #'s 3 and 4, subject to a ground rent credit following receipt of a certificate of occupancy for the Expanded Facility not to exceed \$30,000 per shelter; and
- Q) Installation of utilities, as required.

Building Area Rent: The Building Area Rent due for the Interim Premises, Building 110 and Hangar 213, during the Base Term of the Agreement will be \$3.25 per square foot. The Building Area Rent due for Hangar 214 during the Base Term of the Agreement will be \$2.00 per square foot. Building area rent for the Interim Premises will commence on the Term Commencement Date. *DELL*

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

Years 1 - 5 an annual amount equal to \$.30 per square foot
[commencing on
Certificate of
Occupancy]

Years 6 - 10 an annual payment equal to \$35 per square foot

Years 11 - 15 and

2 PDA SHARES
DEMO COST/SHRETER

50% of 60,000 / better to #1
each five year period
thereafter, including
any applicable option
period

an annual payment equal to the per square foot rate for
the previous five year period plus CPI adjustment

The Ground Rent will be based upon the total area of the Subleased Premises,
estimated at[*] +/- square feet, and is subject to adjustment upon final
determination of the exact acreage of the Subleased Premises.

**Escalation
Adjustment:**

CPI Adjustment: As of each adjustment date, the Building Area /Ground Rent shall be adjusted to reflect the change in the Consumer Price Index for All Urban Consumers applicable to the Boston area (base year 1982-1984=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

On the first day following the expiration of the fifth year of the Base Term of the Agreement and on the first day of each fifth year thereafter (the "Adjustment Date(s)") Building Area /Ground Rent subject to escalation adjustment shall be adjusted as follows:

For the first adjustment, the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the Base Term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the rental rates for Building Area /Ground Rent for the one year period commencing as of such Adjustment Date shall be equal to the result obtained by multiplying the rental rate in effect on the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

**Condition
of Subleased
Premises:**

Except as otherwise provided herein, Port City shall take the Subleased Premises in an "as is" condition without warranty or representation of any kind; provided, however, Port City 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 Subleased Premises. Port City and PDA acknowledge the obligation of the Air Force to indemnify PDA and Port City 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, Port City 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. Port City will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such points to the Subleased Premises.

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 Port City.

Use:

Full Service Fixed Base Operator and maintenance facility (consistent with the present use by Port City of a portion of Hangar 213)

Sublease and Assignment:

Port City may, subject to Condition 20 of the lease between the PDA and the Air Force ("Master Lease"), without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Interim and/or Subleased Premises with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with Port City). 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. All other assignments shall be subject to approval of PDA.

PDA shall not unreasonably withhold its consent to any sublease or assignment if: (1) the use of the Interim and/or Subleased Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Port City may rent the subleased area at rentals deemed appropriate by Port City, (3) Port City remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Port City under the Agreement, and (4) the proposed sublessee is financially and operationally responsible. In the event the Building Area /Ground Rent for the Interim and/or Subleased Premises exceeds the rental charged to Port City under the Agreement, Port City shall remit fifty percent (50%) of such excess to PDA upon receipt by Port City; provided, however, that any rental received by Port City during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

Environmental Protection:

Port City 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. Port City acknowledges that

Richard B. Collier, President
Port City Aircraft Repair, Inc.
June 19, 2000
Page 7

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 Subleased 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.

RSA 422:23?

Port City shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to Port City's activities at the Premises. Port City 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 Port City to the extent required by the provisions of Public Law No. 101-511, Section 8056.

To the extent the same is available and applicable, PDA will furnish the following data to Port City: 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 Port City.

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:

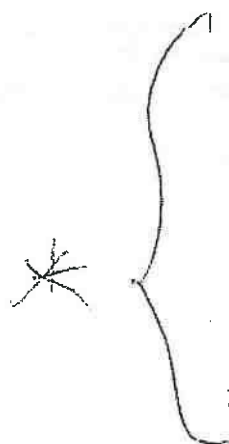
Throughout the term of the Agreement, and without cost to PDA, Port City shall take good care of the Subleased Premises and related improvements, including sidewalks, curbs, apron areas designated for Port City's exclusive use, and shall keep the same in good order and condition, and shall promptly at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

Repair?
body condition
roughly 5000
25' x 25'

Minimum Standards:

Port City and its sublessees' use of the Subleased Premises shall be subject to compliance with Minimum Standards as the same are from time to time promulgated by PDA. Notwithstanding any provision of the Agreement to the contrary, Port City may not commence operations as a fixed base operator in the Interim Premises until such time as the following conditions have been met:

Richard B. Collier, President
Port City Aircraft Repair, Inc.
June 19, 2000
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1. All requirements of the Minimum Standards, including submission of a time line for satisfying same;
2. Commencement of Construction of the Facility, which shall be deemed to include the provision of evidence by Port City that it has placed a non-refundable order for the steel required to complete construction of the Facility, or the posting of a guarantee to ensure the Commencement of Construction of the Facility in such form as is acceptable to and has received the prior approval of the PDA Board of Directors;
3. The incorporation of the recommendations, if any, of the Airport Committee.

Restrictions on

Aircraft Operations: Port City is aware of PDA's efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. Port City has agreed 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 provisions incorporated herein as Attachment No. 3.

Neither this letter, nor the MOU constitutes a reservation of the Premises, an option to lease and/or sublease the Premises, or an offer to lease and/or sublease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease and/or Sublease Agreement is executed by the Parties.

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

Sincerely,

George R. Meyer
Executive Director

GRM/mhg

cc. David R. Mullen
Lynn Marie Hinchee
Gerald H. Dexter
Mark Rowell

Richard B. Collier, President
Port City Aircraft Repair, Inc.
June 19, 2000
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I have read the foregoing and it correctly states the terms upon which we will proceed to negotiate a mutually acceptable Lease and/or Sublease Agreement for the Premises with PDA, subject to the PDA Board of Directors, the PDA Airport Committee and any other governmental approvals that may be required.

Port City Aircraft Repair, Inc.

Date

By:
Its duly authorized:

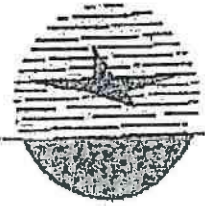
Exhibit 3


[Illegible text]

7-26-2002

PEASE DEVELOPMENT AUTHORITY

Airport Management Department, Pease International Tradeport
36 Airline Avenue, Portsmouth, New Hampshire 03801
(603) 433-6536 Fax: (603) 334-6135 TDD: Relay NH 1-800-735-2964



July 26, 2002

Mr. Edward Stead
7 Hutchins Cove Dr.
Kittery, ME 03904

Via FAX: 207-439-6866

Dear Mr. Stead:

This letter confirms that Port City Aircraft Repair, Inc. currently meets the minimum land and facility requirements to operate as a full-service fixed base operator on an interim basis until construction of the permanent facilities is completed.

Sincerely,

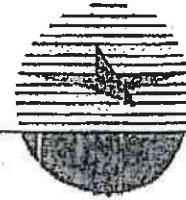
A handwritten signature in dark ink, appearing to read "Mark K. Rowell". The signature is fluid and cursive, written over a light-colored background.

Mark K. Rowell
Airport Manager

3-28-2003

PEASE DEVELOPMENT AUTHORITY

Airport Management Department, Pease International Tradeport
36 Airline Avenue, Portsmouth, New Hampshire 03801
(603) 433-6536 Fax: (603) 334-6135 TDD: Relay NH 1-800-735-2964



March 28, 2003

Mr. Richard Collier
General Manager
Port City Aircraft
44 Durham Street
Portsmouth, NH 03801

Dear Mr. Collier

Subject to Port City's ongoing obligations to comply with its Sublease and all applicable rules and regulations in connection with its FBO operations, this will serve to confirm that Port City Aircraft may commence aircraft fueling operations, effective March 28, 2003.

Please do not hesitate to contact me with any questions by calling (603) 433-6536.

Sincerely,

Kim (Bill) Hopper, A.A.E.
Airport Operations Manager

cc: George R. Meyer, Executive Director
Mark Gardner, Staff Attorney
Mark K. Rowell, Airport Manager
Pease Airport Operations Division
Deputy Chief William Hartkopf, Pease ARFF

January 7, 2021

Charles Suma, COO
Pease Aviation Partners, LLC
7555 Ipswich
Houston, Texas 77061

Re: Letter of Intent

Mr. Suma:

The Pease Development Authority (“PDA”) is pleased to submit to REW Investments, Inc. and Pease Aviation Partners, LLC d/b/a Million Air Portsmouth (“PAP”) the following outline of terms and conditions of a proposed agreement with the PDA for aviation development at Portsmouth International Airport at Pease, located within the Pease International Tradeport (“Airport”).

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 customers of those aircraft for General Aviation, Military, Cargo and Commercial operations. Additionally, PAP would plan, design, permit, and construct the access road to the Leased Premises as shown on Attachment A, including any necessary security gate required by the PDA, which road would be a common use access area owned by the PDA.

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, as well as the access road. 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 or subleases 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.

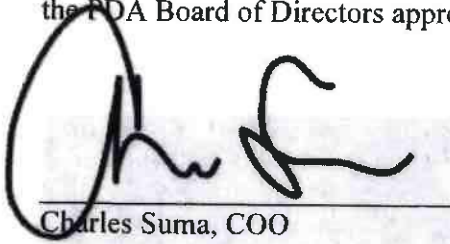
Termination Rights: PAP shall have the right to terminate the Lease upon thirty (30) days written notice to PDA in the event that PAP is precluded for a period of three (3) consecutive months or longer during the Construction/Operating Phase from proceeding with construction of the Facility as a direct 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. 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,

Paul E. Brean
Executive Director

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 approval, and any other governmental approvals that may be required.



Charles Suma, COO

Attachment A

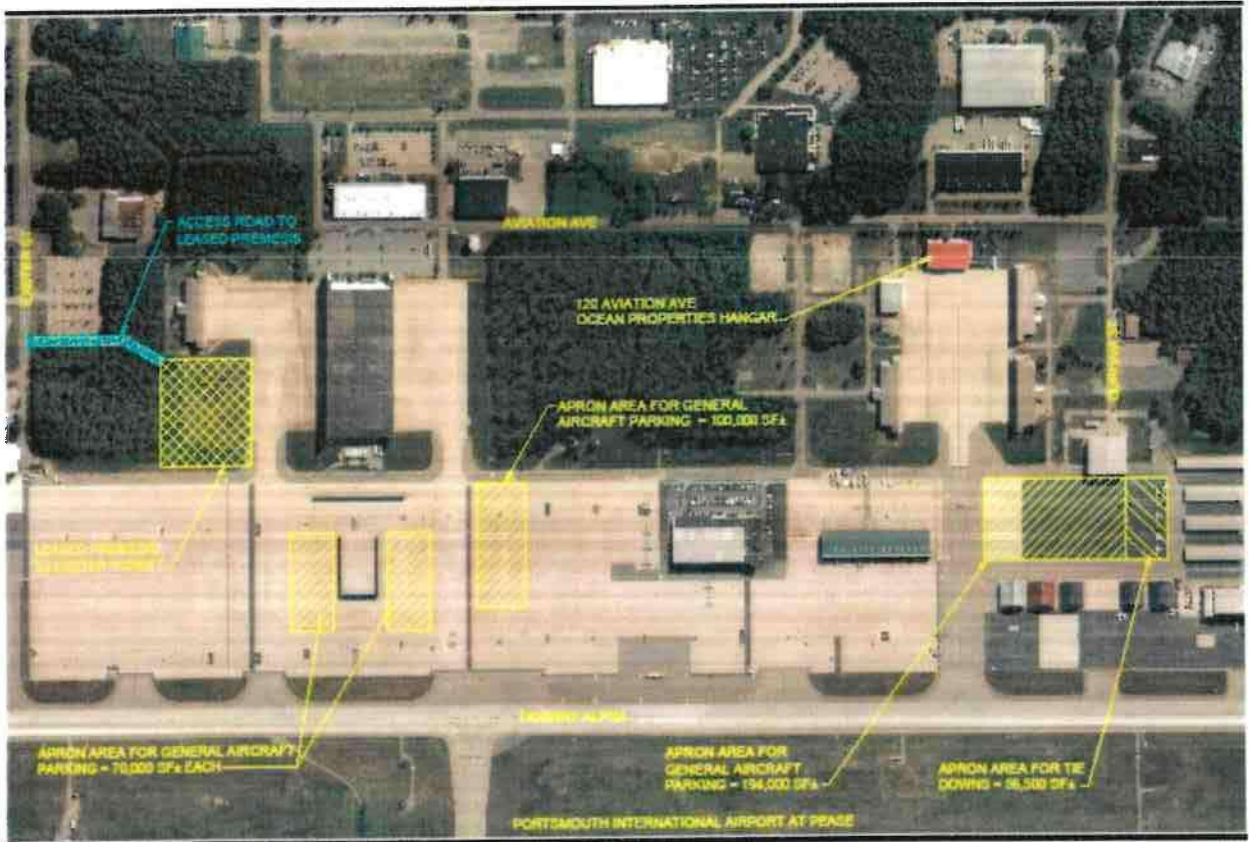


Exhibit A

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

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 02801

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 31st 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-licensee, 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 5th 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 hazards 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 Recovery
- h. Collection of fees
- i. Snow Removal Services

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.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby 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 attached hereto and incorporated herein; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated January 13, 2021, attached hereto.

Note: Roll Call vote required.

MEMORANDUM

To: Paul E. Brean, Executive Director *peb*
From: Maria J. Stowell, PE, Engineering Manager *Maria*
Date: January 13, 2021
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 18,500 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 (Phase 1 Fuel Farm Detailed Plan);
4. Fuel truck parking;
5. Employee and customer parking;
6. Outdoor entertainment area;
7. Security fencing, vehicle circulation, and other associated improvements;
8. Subdivision of an approximately 2.65 acre lot.

PAP intends to implement the development in phases. The first phase includes approvals for and construction of the fuel farm, and approvals for the use of the existing hangar located at 120 Aviation Avenue for other FBO functions (Phase 1 FBO Detailed Plan).

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. During Phase 1, access to the fuel farm would be through the existing airport Gate 16 (Phase 1 Overall Plan).

The use of the existing hangar at 120 Aviation as an FBO will trigger a Change of Use requiring site review. A 1993 Board interpretation of the PDA Land Use controls provides for administrative review when a proposed building addition or site changes are considered unlikely to have impact on traffic, safety or intensity of use. PAP has indicated how parking will be accommodated through the use of

a shuttle to available parking on an adjacent lot¹. Any extra traffic on Aviation Avenue should be negligible. Utilities are adequate, the use is compatible with other uses in the area, and there would be no impact on the site features. For these reasons, I anticipate that this review will be accomplished administratively.

Approvals for and construction of the driveway, building and other improvements at 53 Exeter Street would be part of a Phase 2 effort (Full Build Out Overall Plan and Full Build Out Detailed Plan). 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. Fuel deliveries would continue to be routed through Gate 16 to preclude mixing with Terminal traffic on Exeter Street.

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.

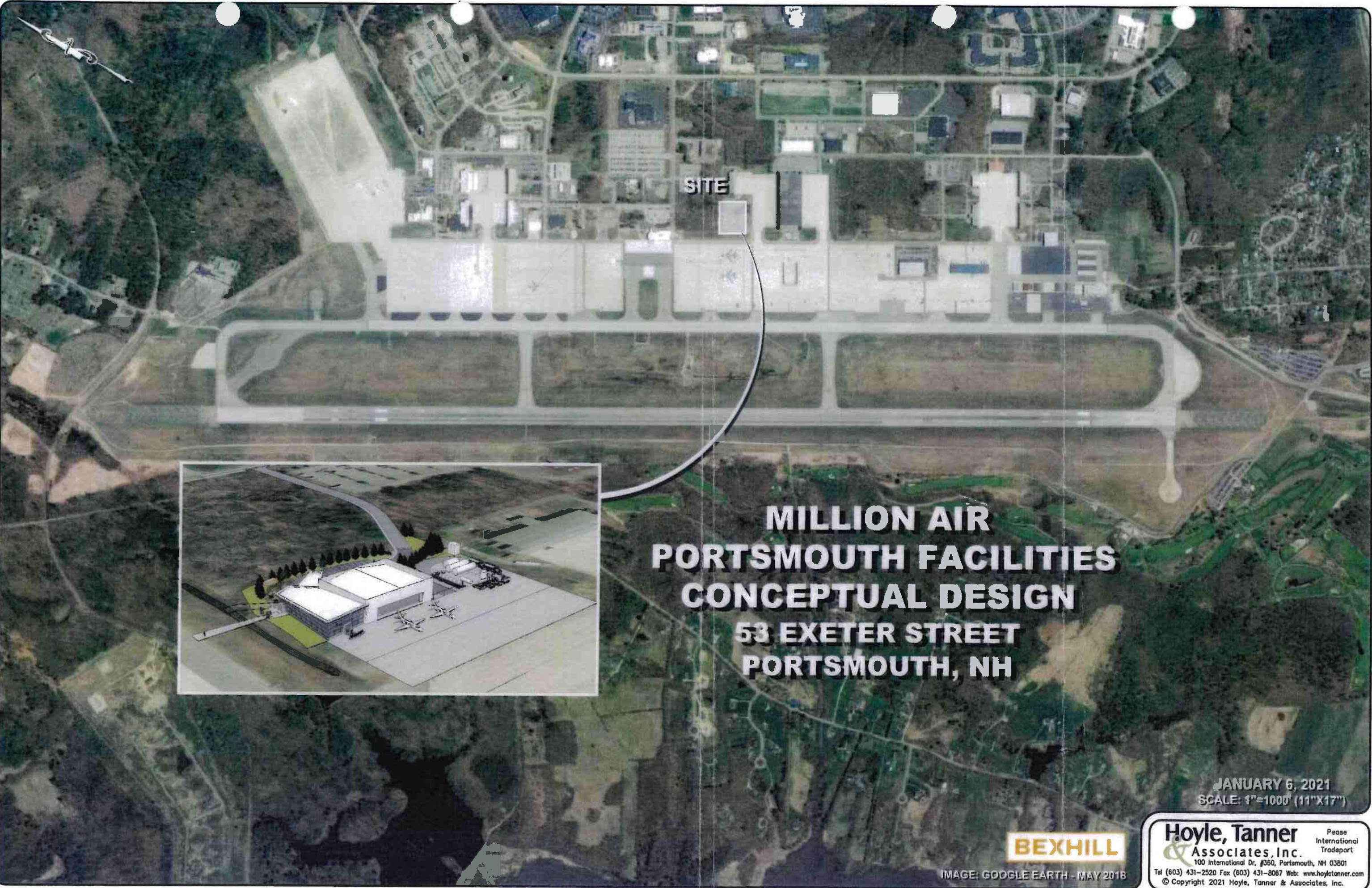
Some of the proposed parking and driveway areas are situated directly adjacent to wetland buffers. At this conceptual stage, it is not assured that these areas can be constructed, or that snow storage and stormwater treatment can be provided, as conceived without further buffer disturbances. Should these 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.

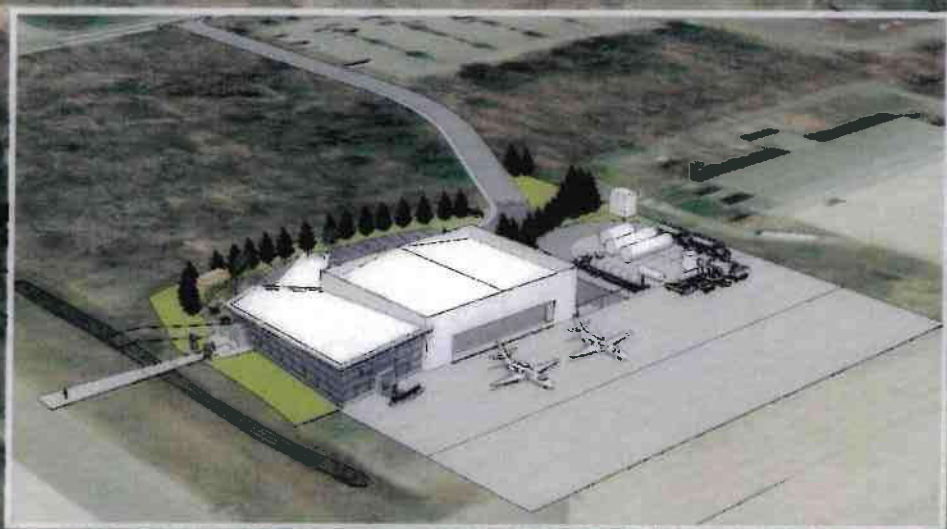
If PAP's concept is approved, detailed site plans will be completed and submitted for Site Review and Subdivision approval. Because it is situated in the Airport Zone, the project would go before the Pease Technical Review Committee and then to the PDA Board acting as a planning board for final approval. 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.

¹PDA controls the vacant lot at 42 Durham Street. The lot would be licensed to PAP for this temporary parking use at a rate consistent with other PDA parking rights of entry. Board approval of the concept plan would include consent to license all or a portion of 42 Durham Street to PAP for satellite parking.



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



JANUARY 6, 2021
SCALE: 1"=1000' (11"X17")



IMAGE: GOOGLE EARTH - MAY 2018

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& Associates, Inc. International
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MILLION AIR PORTSMOUTH FACILITIES

EXETER STREET

AVIATION AVE

PROPOSED
LEASE SITE
(2.65±AC.)

PROPOSED
FUEL FARM

FUEL DELIVERIES
THROUGH GATE 16

HANGAR
227

TEMPORARY FBO & HANGAR
120 AVIATION AVE

TEMPORARY PARKING & TIE
DOWN LEASE AREA (15,000 SF)

15 ONSITE PARKING SPACES
15 OFFSITE TO BE LEASED
30 TOTAL PARKING SPACES

140'

140'

140'

140'

PROPOSED DE-ICING
LOCATIONS (TYPX3)

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

PHASE 1
OVERALL PLAN

JANUARY 6, 2021
SCALE: 1"=300' (11"X17")

BEXHILL

IMAGE: GOOGLE EARTH - MAY 2018

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PHASE 1 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. THE SUMP TANKS WILL PUMP TO THE 12K GAL. OIL/WATER SEPARATOR TANK TO BE PUMPED AND TAKEN OFFSITE.
3. TRUCKS WILL ACCESS FUEL FARM THROUGH AIRPORT GATE 16 WITH AN ESCORT VEHICLE.
4. ALL EXISTING SOILS DISTURBED DURING CONSTRUCTION WILL REMAIN ON THE LEASE SITE.

**MILLION AIR
PORTSMOUTH FACILITIES**



10'X10' MECH. BLD

12K GAL. OIL/WATER SEPARATOR TANK FOR WASTEWATER

TRUCK RACK SUPPLY PUMPS

TANK 2 ULSD 2,500 GAL.

PROPOSED LEASE SITE (2.65± AC.)

CONTAINMENT AREA DRAINS TO SUMP

DIESEL GENERATOR WITH CONTAINMENT PAD

EXISTING AIRPORT SECURITY FENCE TO REMAIN

TANK 20-1 AV-GAS 15K GAL.

TANK 20-2 JET-A 30K GAL.

TANK 20-3 JET-A 30K GAL.

TANK 20-4 JET-A 30K GAL.

2,500 GAL. GLYCOL TANKS (TYPX2)

PROPOSED PHASE 1 SNOW STORAGE

WASTE WATER LOAD OUT

OFFLOAD PUMPS

TRUCK RACK LOADING SKID

CONTAINMENT AREA DRAINS TO SUMP

TRUCK REFUELER

**PHASE 1
FUEL FARM
DETAILED PLAN**
JANUARY 6, 2021
SCALE: 1"=40' (11"X17")



IMAGE: GOOGLE EARTH - MAY 2019

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MILLION AIR PORTSMOUTH FACILITIES

NOTE:

A SHUTTLE WILL PROVIDE SERVICE
BETWEEN THE FBO AND THE 15
REMOTE LEASED PARKING SPACES.

AVIATION AVE

TEMPORARY FBO & HANGER

15 PARKING SPACES
TO BE LEASED

120 AVIATION AVE

15 EXISTING
PARKING SPACES

PAINT 2 ACCESSIBLE PARKING
STALLS & LOADING AREA.
EXISTING ADA SIGNS & RAMP
TO REMAIN

HAMPTON STREET



TEMPORARY PARKING & TIE
DOWN LEASE AREA (15,000 SF)

PHASE 1
TEMPORARY FBO
DETAILED PLAN

JANUARY 6, 2021
SCALE: 1"=50' (11"X17")

BEXHILL

IMAGE: GOOGLE EARTH - MAY 2018

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FULL BUILD NOTES:

1. TRUCKS WILL ACCESS FUEL FARM THROUGH AIRPORT GATE 16 WITH AN ESCORT VEHICLE IN THE FULL BUILDING CONDITIONS.
2. ALL EXISTING SOILS DISTURBED DURING CONSTRUCTION WILL REMAIN ON THE LEASE SITE.
3. THE SITE GATE AND ALL BUILDING DOORS SHALL BE COORDINATED WITH THE AIRPORT'S ACCESS CONTROLS.

**MILLION AIR
PORTSMOUTH FACILITIES**

EXETER STREET

AVIATION AVE

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

FUEL DELIVERIES
THROUGH GATE 16

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

PROPOSED
FBO, HANGAR
& FUEL FARM

PROPOSED
LEASE SITE
(2.65± AC.)

HANGAR
227

140'

140'

140'

140'

PROPOSED DE-ICING
LOCATIONS (TYP. 3)

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

**FULL BUILD OUT
OVERALL PLAN**

JANUARY 6, 2021
SCALE: 1"=300' (11"X17")

BEXHILL

IMAGE: GOOGLE EARTH - MAY 2018

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MILLION AIR PORTSMOUTH FACILITIES



ZONING

AIRPORT ZONE	REQ'D	PROVIDED
MIN. LOT AREA:	NA	2.65± AC.
MIN. LOT FRONTAGE:	NA	NONE
MIN. FRONT YARD:	NA	55± FT.
MIN. SIDE YARD:	NA	20± FT.
MIN. REAR YARD:	NA	65± FT.
MIN. OPEN SPACE:	NA	18%

PARKING

TOTAL = 30 SPACES

WETLAND DATA

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

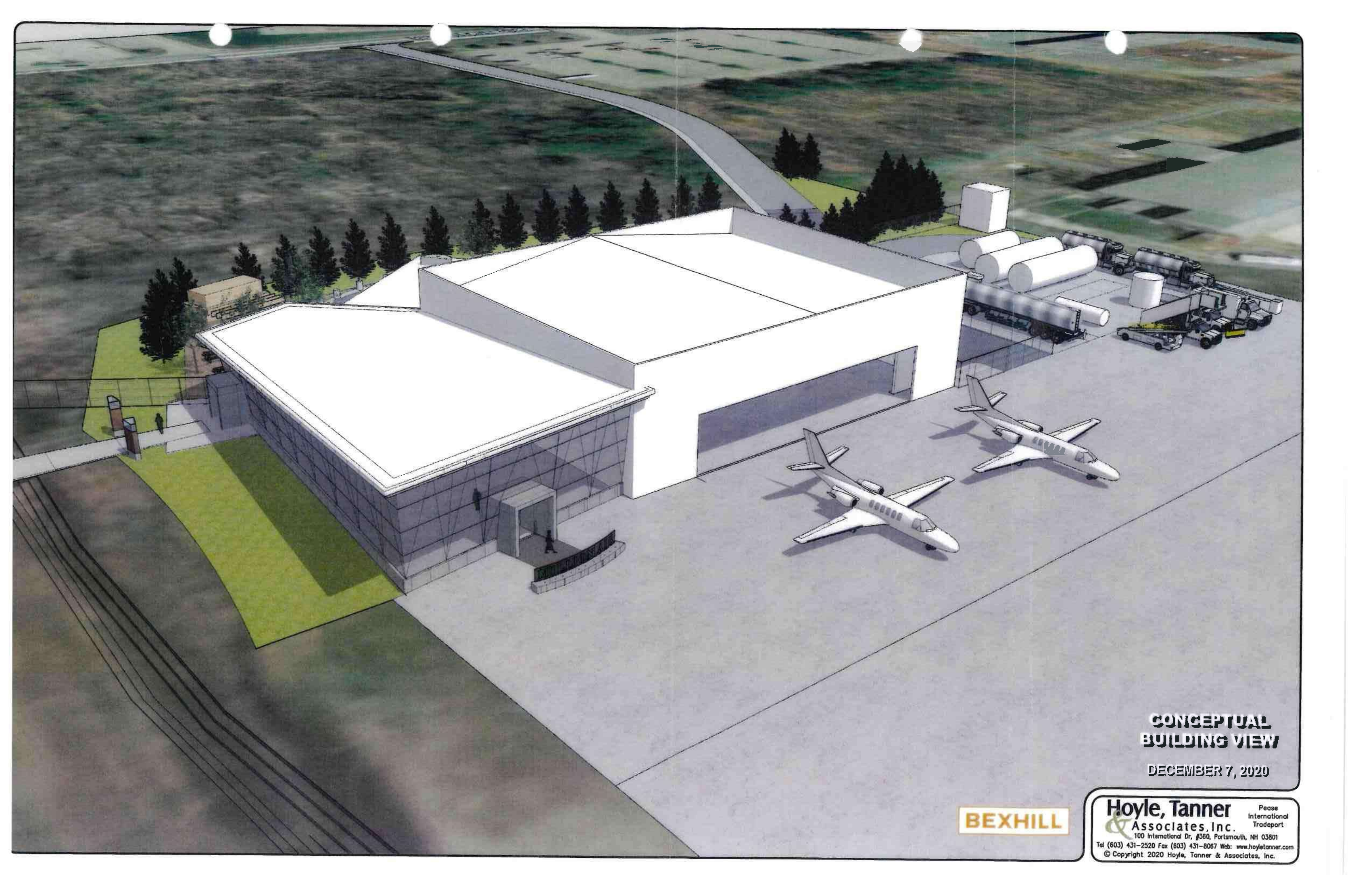
FULL BUILD OUT DETAILED PLAN

JANUARY 6, 2021
 SCALE: 1"=100' (11"X17")



IMAGE: GOOGLE EARTH - MAY 2013

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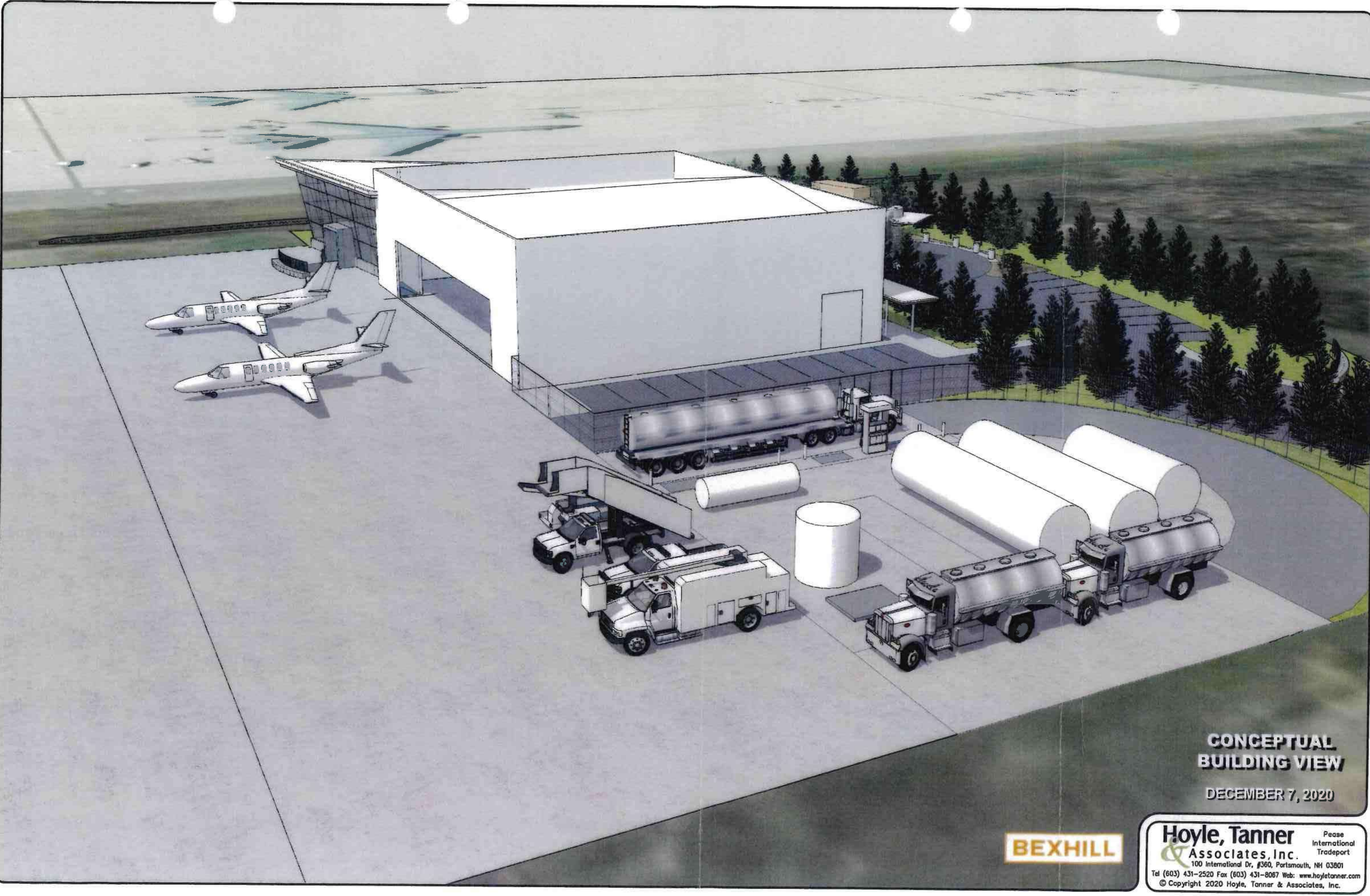


**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

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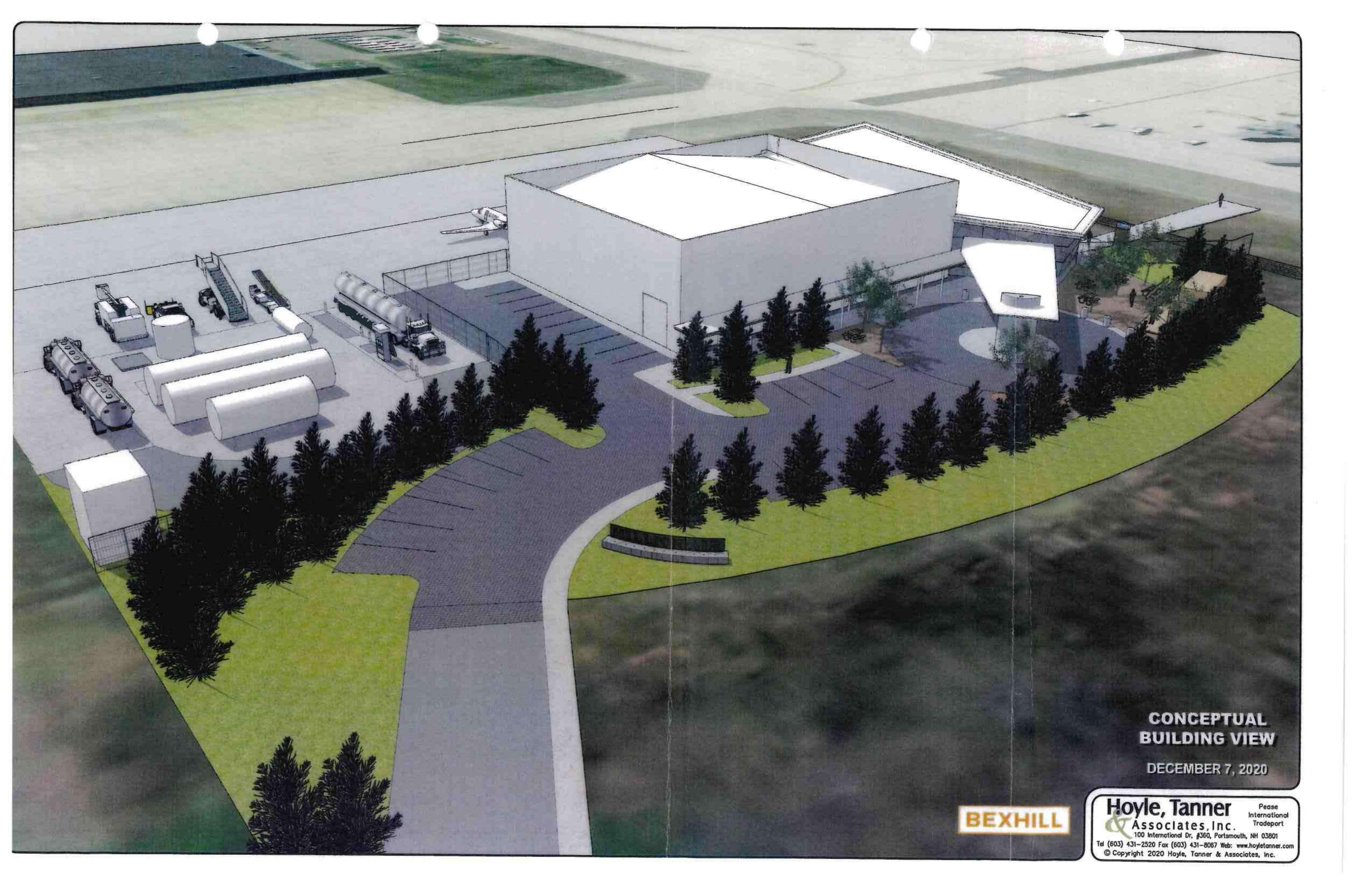


**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

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**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

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**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

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**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

**Hoyle, Tanner
& Associates, Inc.** Pease
International
Tradeport
100 International Dr., #360, Portsmouth, NH 03801
Tel (603) 431-2520 Fax (603) 431-8067 Web: www.hoyletanner.com
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**CONCEPTUAL
BUILDING VIEW**

DECEMBER 7, 2020

BEXHILL

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MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of and authorizes that in accordance with PDA Land Use Controls Part 403.03(a), which allows the Board to waive any portion of the site review regulations under stated conditions, Lonza be granted a reinstatement of its 2019 site review approval for rear yard infrastructure related improvements at 101 International Drive, provided that within one year of the date of this approval Lonza obtains a building permit and begins work on the project; all in accordance with the terms and conditions set forth in the memorandum from Maria J. Stowell, P.E. Manager – Engineering, dated March 8, 2021 attached hereto.

Note: ROLL CALL Vote Required.

N:\RESOLVES\2021\Lonza – Site Plan Approval Waiver (rear of 101 Int'l Dr) 3-18-21.docx

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: March 8, 2021
Subject: Lonza Site Plan Approval Waiver

In 2019, Lonza received Board approval and City of Portsmouth site review approval for infrastructure related improvements located in the rear yard of its facility at 101 International Drive. The improvements included: a 500 square foot single story building bump-out to house process chemicals; the replacement of a 1,500 gallon nitrogen tank and foundation pad with a 6,000 gallon tank and new pad; and, the installation of two diesel generators with associated utility buildings. The generator installations required a variance, which was also granted, because the fuel tanks associated with the proposed generators each have a capacity of approximately 3350 gallons, more than the 2,000 gallon limit imposed by Part 308.02 of the PDA Land Use Controls. The City Planning Board approved the site plans in June of 2019 and the Inspections Department issued a building permit for the work in November the same year. Lonza was not able to begin work on the project causing the building permit to expire in November of last year. As a consequence, the site review approval also lapsed.

Lonza is now seeking approval to begin construction. It cannot receive another building permit without a current site review approval and, therefore, must either re-start the site review process with identical plans or seek relief in the form of a waiver.

The PDA Board may waive any portion of the PDA Site Review Regulations when, in its opinion, strict conformity would pose an unnecessary hardship to the applicant and waiver would not be contrary to the spirit and intent. (Part 403.03(a)) It would appear that the intent of the regulations is to allow an applicant some amount of time after site review approval to initiate a project. Applicants have one year to obtain a building permit, which remains in effect for a second year. Granting a waiver that would allow Lonza to re-apply for a building permit and, upon issuance of the permit, begin work on the project, all within one year, would not fall far outside the implied two year window. Staff recommends such a waiver.

At the March 18th Board meeting, please seek the requisite Board approval to reinstate the site review approval for Lonza's infrastructure related improvements at 101 International Drive and stipulate that Lonza must obtain a building permit and begin work within one year of the date of this approval.

SITE DATA BLOCK

OWNER: PEASE DEVELOPMENT AUTHORITY
55 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801

APPLICANT/TENANT: LONZA BIOLOGICS, INC.
101 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801

LOCATION: 101 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801
MAP 305 LOT 6

ZONING: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)
DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)

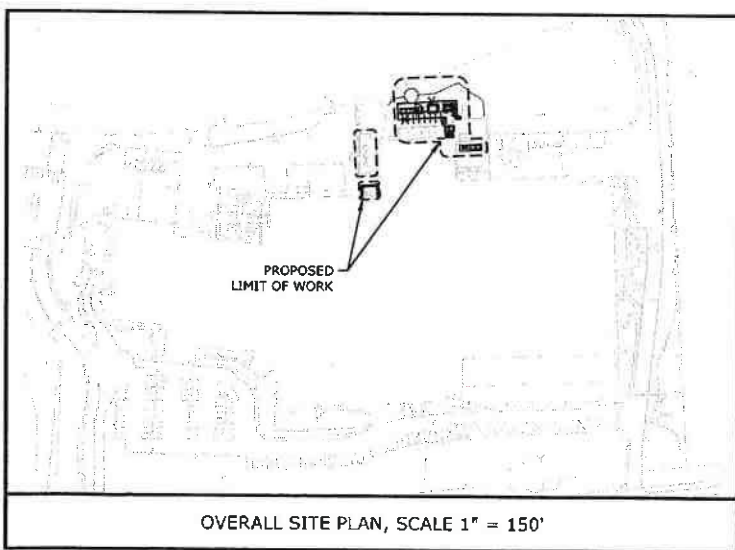
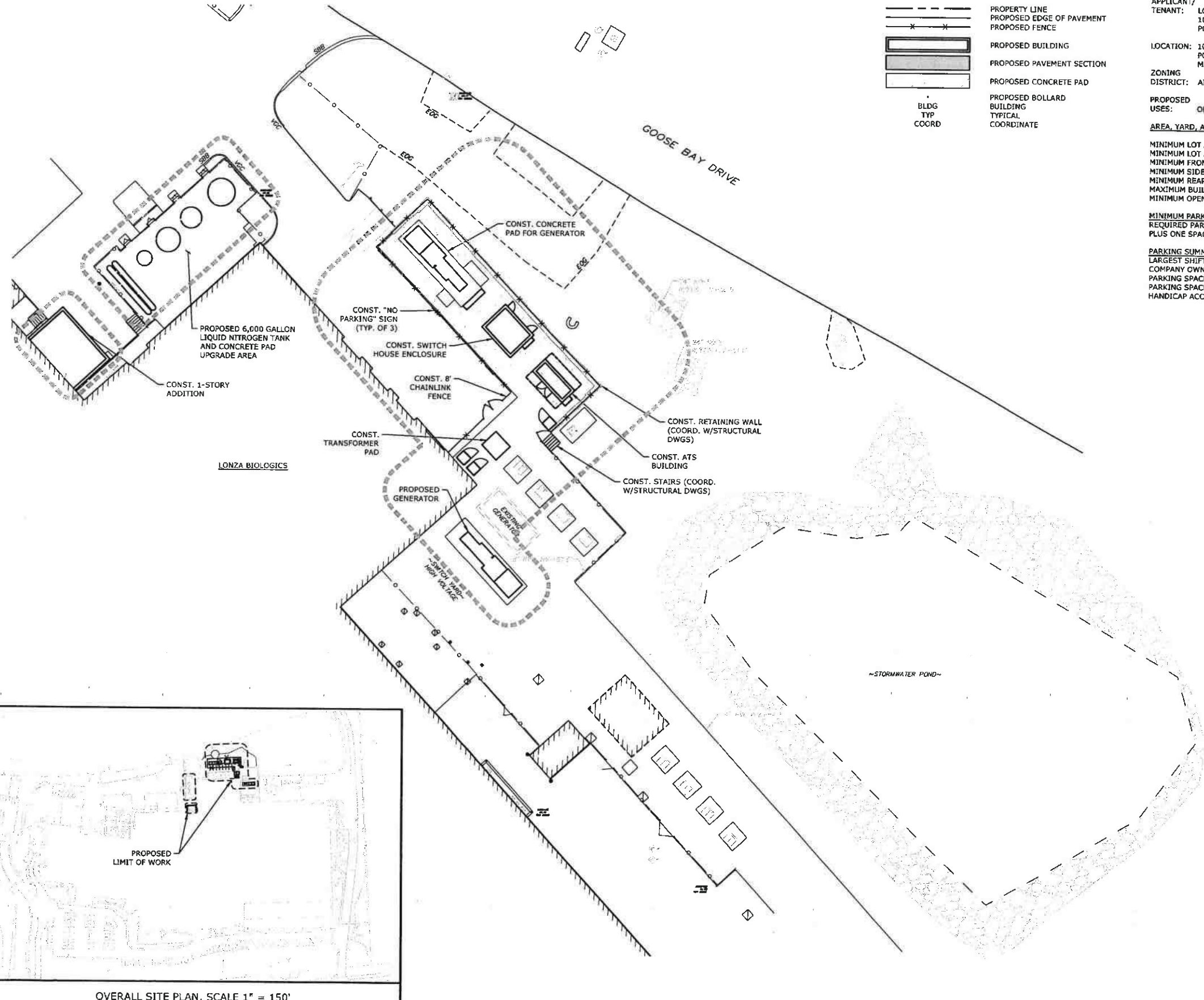
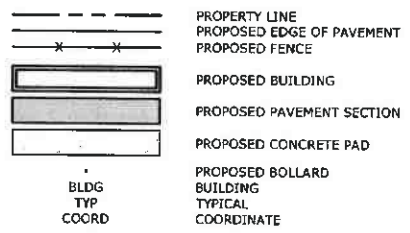
PROPOSED USES: OFFICE/MANUFACTURING/RESEARCH AND DEVELOPMENT

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	85 FEET
MINIMUM OPEN SPACE	25% OF LOT AREA	34.2%

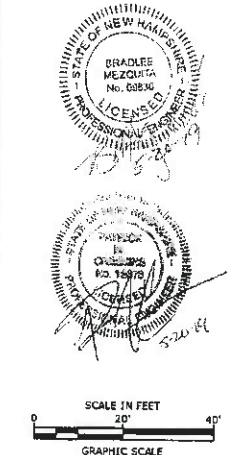
MINIMUM PARKING REQUIREMENTS
REQUIRED PARKING = 2 SPACES PER 3 EMPLOYEES ON LARGEST SHIFT
PLUS ONE SPACE PER COMPANY OWNED VEHICLE

PARKING SUMMARY
LARGEST SHIFT = 740 EMPLOYEES
COMPANY OWNED VEHICLE = 1
PARKING SPACES REQUIRED = 1 + (2/3) X (740) = 493 SPACES
PARKING SPACES PROVIDED = 521 SPACES
HANDICAP ACCESSIBLE SPACES PROVIDED = 11 SPACES

LEGEND



- SITE NOTES:**
- THE CONTRACTOR SHALL EMPLOY A NEW HAMPSHIRE LICENSED LAND SURVEYOR TO DETERMINE ALL LINES AND GRADES.
 - CLEAN AND COAT VERTICAL FACE OF EXISTING PAVEMENT AT SAW CUT LINE WITH RS-1 EMULSION IMMEDIATELY PRIOR TO PLACING NEW BITUMINOUS CONCRETE.
 - ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES & SPECIFICATIONS.
 - COORDINATE ALL WORK WITHIN PUBLIC RIGHT OF WAY WITH THE CITY OF PORTSMOUTH.
 - CONTRACTOR TO SUBMIT AS-BUILT PLANS IN DIGITAL FORMAT (.DWG AND .PDF FILES) ON DISK TO THE OWNER AND ENGINEER UPON COMPLETION OF THE PROJECT. AS-BUILTS SHALL BE PREPARED AND CERTIFIED BY A NEW HAMPSHIRE LICENSED LAND SURVEYOR.
 - SEE ARCHITECTURAL/BUILDING DRAWINGS FOR ALL CONCRETE PADS & SIDEWALKS ADJACENT TO BUILDING.
 - ALL WORK SHALL CONFORM TO THE CITY OF PORTSMOUTH DEPARTMENT OF PUBLIC WORKS, STANDARD SPECIFICATIONS AND WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS OF ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
 - CONTRACTOR TO PROVIDE BACKFILL AND COMPACTION AT CURB LINE AFTER CONCRETE FORMS FOR SIDEWALKS AND PADS HAVE BEEN STRIPPED. COORDINATE WITH BUILDING CONTRACTOR.
 - COORDINATE ALL WORK ADJACENT TO BUILDING WITH BUILDING CONTRACTOR.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING RETAINING WALL DESIGN FROM STRUCTURAL ENGINEER AND/OR WALL MANUFACTURER. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO CONSTRUCT WALL IN ACCORDANCE WITH DESIGN APPROVED BY THE ENGINEER. RETAINING WALL SHALL BE SEGMENTAL BLOCK WALL SYSTEM AS OUTLINED IN THE DETAILS.
 - ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CONDITIONS ON THIS PLAN SHALL REMAIN IN EFFECT IN PERPETUITY PURSUANT TO THE REQUIREMENTS OF THE SITE PLAN REVIEW REGULATIONS.



G2E Generator

Lonza Biologics

Portsmouth, New Hampshire

MARK	DATE	DESCRIPTION
E	5/17/2019	TAC Submission
D	5/7/2019	TAC Work Session
C	5/1/2019	BOA Submission
B	4/10/2019	Revised FDA Submission
A	4/9/2019	POA Submission

PROJECT NO: L0700-017
DATE: 04/08/2019
FILE: L0700-017_C-DSGN.dwg
DRAWN BY: NAH
CHECKED: FMC
APPROVED: BLM

SITE PLAN
SCALE:
C-102

DATE: 5/17/2019 10:16:13 AM BY: MMS/NAH
Tighe & Bond, 111, 0700, Lonza Biologics, Portsmouth, New Hampshire, 03801, 1576017_G2E/040819.dwg
Project: L0700-017_C-DSGN.dwg

Date: March 5, 2021

To: Paul Brean, Executive Director

From: Irv Canner, Director of Finance

Subject: Executive Summary- Financial Reports



In anticipation of the upcoming March 18, 2021 Pease Development Authority Board meeting, the following is an Executive Summary of the three financial reports for your review and comment:

Report #1- Financial Report for the Seven-Month Period Ending January 31, 2021

We are reporting on the first seven months of operations specific to FY 2021. At this time, there are no meaningful trends that have been identified that would challenge the FY 2021 operating budget.

Actual operating revenues of \$10.0 million are above budget by \$0.4 million primarily due to the increase in fee revenues associated with facility rentals and golf course related public play revenues. 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 and fuel flowage revenues at PSM.

Actual operating expenses of \$7.1 million are below budget by \$1.1 million primarily due to expense under runs in facilities maintenance, marketing, utilities, and the cost of fuel at the Portsmouth Fish Pier. In addition, the favorable winter season through January also contributed to lower operating costs.

The resulting Operating Income of \$2.9 million is \$1.5 million 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 \$15.0 million Revolving Line of Credit (RLOC) with the Provident Bank.

Business Unit Performance

Portsmouth Airport

Operating revenues total \$930,000 which is under budget by \$44,000. The primary reason for the budget variance underrun, was associated with the Covid 19 pandemic highlighted in lower pay for parking revenues and fuel flowage fees. Current enplanements of 4,866 are less than the prior year to date (5,109) due once again to the Covid 19 pandemic. Slightly offsetting these revenue shortfalls were monies received under the Affordable Cares Act.

Skyhaven Airport

Operating revenues total \$ 144,000 which is above budget by \$25,000. The primary reason for the favorable variance was primarily due to higher fuel sales of 13,489 gallons versus 8,918 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 Seven-Month Period Ending January 31, 2021 (continued)

Business Unit Performance (continued)

Tradeport

Operating revenues total \$5,536,000 which is above budget by 2.4%. The primary reason for the favorable variance is associated with rental of facilities.

Golf Course

Operating revenues total \$2,031,000 which is above budget. The primary reasons are associated with public play at the golf course. A total of 62,315 rounds were played through November versus 55,321 rounds the prior season. Gross revenues at the Grill 28 of \$993,000 are somewhat less (15.3%) than the prior seven-month period ending January 30th in part, due to the Covid 19 pandemic.

Division of Ports and Harbors

Unrestricted operating revenues total \$1,236,000 which is slightly less than budgeted revenues of \$1,499,000. The lost fuel sales at the Portsmouth Fish Pier have been offset by incremental mooring and facilities fee revenues.

Balance Sheet (Page #8)

Total current assets are \$11.0 million consisting primarily of \$3.8 million in unrestricted cash and \$6.5 million in accounts receivables. Net cash balances (PDA \$2.1 million and DPH \$1.7 million) have decreased by \$1,281,000 since June 30, 2020 due to the following activities:

Operating Income	\$ 2,934,000
RLOC Line of Credit Draw Down	6,000,000
Grant Funding	12,956,000
Accounts Receivable	2,493,000
Accounts Payable	(4,408,000)
Capital Expenditures	(19,860,000)
All Other- Net	(1,396,000)
Total	<u>\$ (1,281,000)</u>

Report #1- Financial Report for the Seven-Month Period Ending January 31, 2021 (continued)

Balance Sheet (Page #8)

The majority of the accounts receivable balances can be attributable to federal or state construction activities.

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 20 participant loans outstanding with a principal balance outstanding of \$904,186.

Capital assets have increased approximately \$16.8 million, net of depreciation, to \$92.3 million primarily due to the extensive capital improvements at PSM including the terminal expansion and runway reconstruction project. During the seven-month period ending January 30, 2021 the more significant capital expenditures included:

• PSM Runway Reconstruction Project	\$ 10,468,000
• PSM Terminal Expansion	7,881,000
• DPH Main Pier BUILD Grant	511,000
• PSM Alpha South Hold Bay	335,000
• DPH Bulkhead and Construction	286,000
• Volvo L90H Wheel Loader	176,000
• PSM Eldorado Bus	72,000
• All Other	<u>131,000</u>
Total	\$ <u>19,860,000</u>

Total current liabilities are approximately \$12.1 million, representing a \$1.5 million increase from June 30, 2020. Accounts payables represent \$5.5 million, reflecting a \$4.4 million decrease from June 30, 2020. In addition, during the seven-month period we requested a \$6.0 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 59 filled benefited positions and 7 open benefited positions.

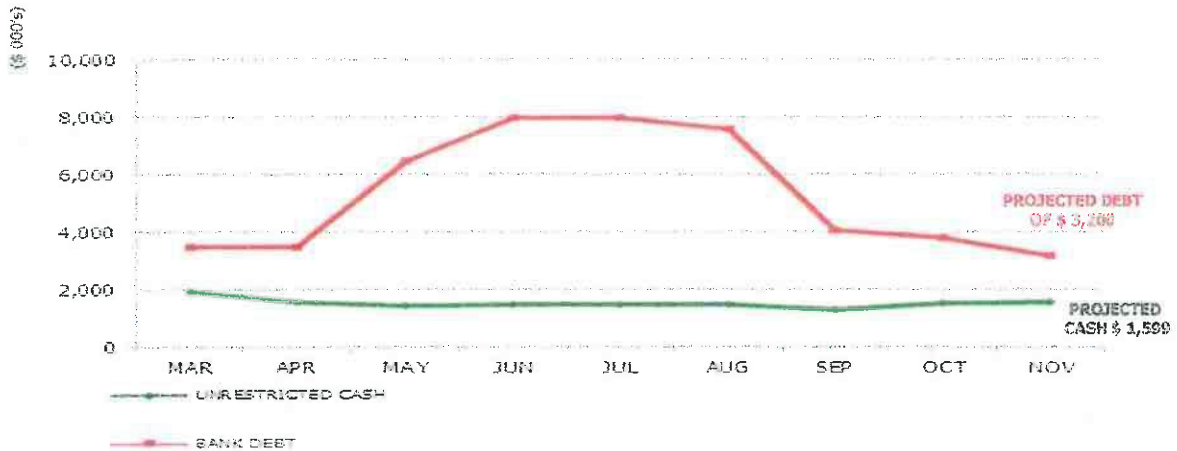
Report #2- Cash Flow Projections for the Nine Month Period Ending November 30, 2021

During the next nine-month period internal cash flow projections are dominated by approximately \$10.6 million in capital expenditures primarily in support of the PSM Runway Reconstruction Project and the PSM Terminal Expansion. Of these monies, \$6.2 million will be grant funded requiring the PDA to draw upwards of \$8.0 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 \$3.2 million at November 30, 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 \$1.5 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.

PROJECTED CASH AND DEBT BALANCES

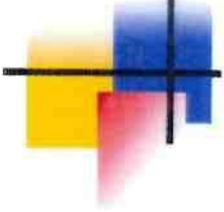


Through February 28, 2021 the PDA has \$3.5 million outstanding under the \$15.0 million RLOC with the Provident Bank at a rate of approximately 2.9%.

Report #3- Revolving Loan Fund Semi-Annual Filing at December 31, 2020

As required by the Economic Development Administration (EDA) we made our semi-annual filing, for the six-month period ending December 31, 2020 prior to the January 31, 2021 deadline. The Revolving Loan Fund (RLF) has a valuation of approximately \$1,235,000 of which there are 20 loans outstanding with principal outstanding of \$881,000. Historically, the RLF has made 111 loans and in doing so, created 113 jobs and saving 240 jobs.

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



FY 2021 FINANCIAL REPORT FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021



**BOARD OF DIRECTORS MEETING
MARCH 18, 2021**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE SEVEN MONTH PERIOD ENDING

JANUARY 31, 2021

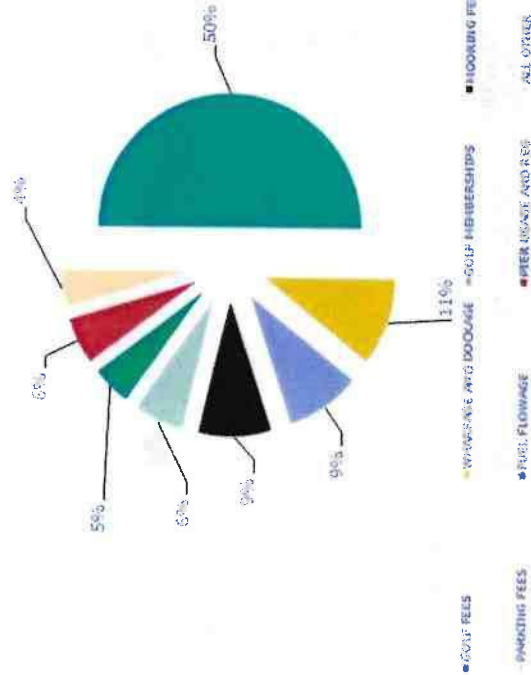
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
BUDGET VARIANCE ANALYSIS				
* OPERATING REVENUES- HIGHER BY 4.0 % ...	9,995	9,611	384	16,301
<ul style="list-style-type: none"> * GOLF FEES HIGHER DUE TO ESCALATION IN NONMEMBER ROUNDS PLAYED OFFSET BY DECREASES IN: <ul style="list-style-type: none"> ▪ CONCESSION REVENUES FROM GRILL 28 SALES- COVID 19 IMPACT ▪ LOWER PARKING AND FUEL FLOWAGE FEES-COVID 19 IMPACT ▪ RYE AND HAMPTON FUEL SALES OFFSET BY PPP FUEL DELIVERY LOSS 	4,160	4,278	(118)	7,180
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)	896	1,428	(532)	2,411
BUILDINGS AND FACILITIES MAINTENANCE	738	752	(14)	1,321
GENERAL AND ADMINISTRATIVE (PAGE #9)	485	489	(4)	839
UTILITIES (PAGE #6)	235	306	(71)	524
PROFESSIONAL SERVICES (PAGE #6)	53	233	(180)	400
MARKETING AND PROMOTION	494	655	(161)	1,124
ALL OTHER (PAGE #6)	7,061	8,141	(1,080)	13,799
OPERATING INCOME	2,934	1,470	1,464	2,502
NONOPERATING (INCOME) AND EXPENSE (PAGE #7)	35	205	(170)	351
DEPRECIATION	3,067	3,702	(635)	6,344
NET OPERATING INCOME	(168)	(2,437)	2,269	(4,193)

CONSOLIDATED OPERATING REVENUES FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021

(\$ 000's)

FEE REVENUES YEAR TO DATE



RENTAL OF FACILITIES
 FEE REVENUES (SEE PIE CHART)
 FUEL SALES (SEE TABLE BELOW)
 CONCESSION REVENUE
 GOLF MERCHANDISE
 ALL OTHER- NET

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	6,255	6,135	120	10,543
FEE REVENUES	2,708	2,328	380	4,040
FUEL SALES	288	539	(251)	764
CONCESSION REVENUE	192	287	(95)	386
GOLF MERCHANDISE	176	137	39	235
ALL OTHER- NET	376	185	191	333
	9,995	9,611	384	16,301

PSM YEAR TO DATE	ACTUAL	BUDGET
PARKING	113	224
FUEL FLOWAGE	118	206

FUEL SALES	ACTUAL	BUDGET	BUDGET VARIANCE
PORTSMOUTH FISH PIER	-	204	(204)
RYE HARBOR	109	123	(14)
HAMPTON HARBOR	115	168	(53)
SKYHAVEN AIRPORT	64	44	20
	288	539	(251)



CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
PERSONNEL SERVICES				
BENEFITED	2,506	2,419	87	4,137
NON-BENEFITED	391	511	(120)	804
OVERTIME	133	186	(53)	235
ACCRUED VACATION/ SICK	(61)	-	(61)	-
	2,969	3,116	(147)	5,176
CHARGE OUT	(27)	-	(27)	-
	2,942	3,116	(174)	5,176
FRINGE BENEFITS				
HEALTH INSUR	736	698	38	1,198
RETIREMENT	423	408	15	708
DENTAL INSURANCE	40	40	-	70
LIFE INSURANCE	19	16	3	28
CHARGE OUT	1,218	1,162	56	2,004
	1,218	1,162	56	2,004
	4,160	4,278	(118)	7,180

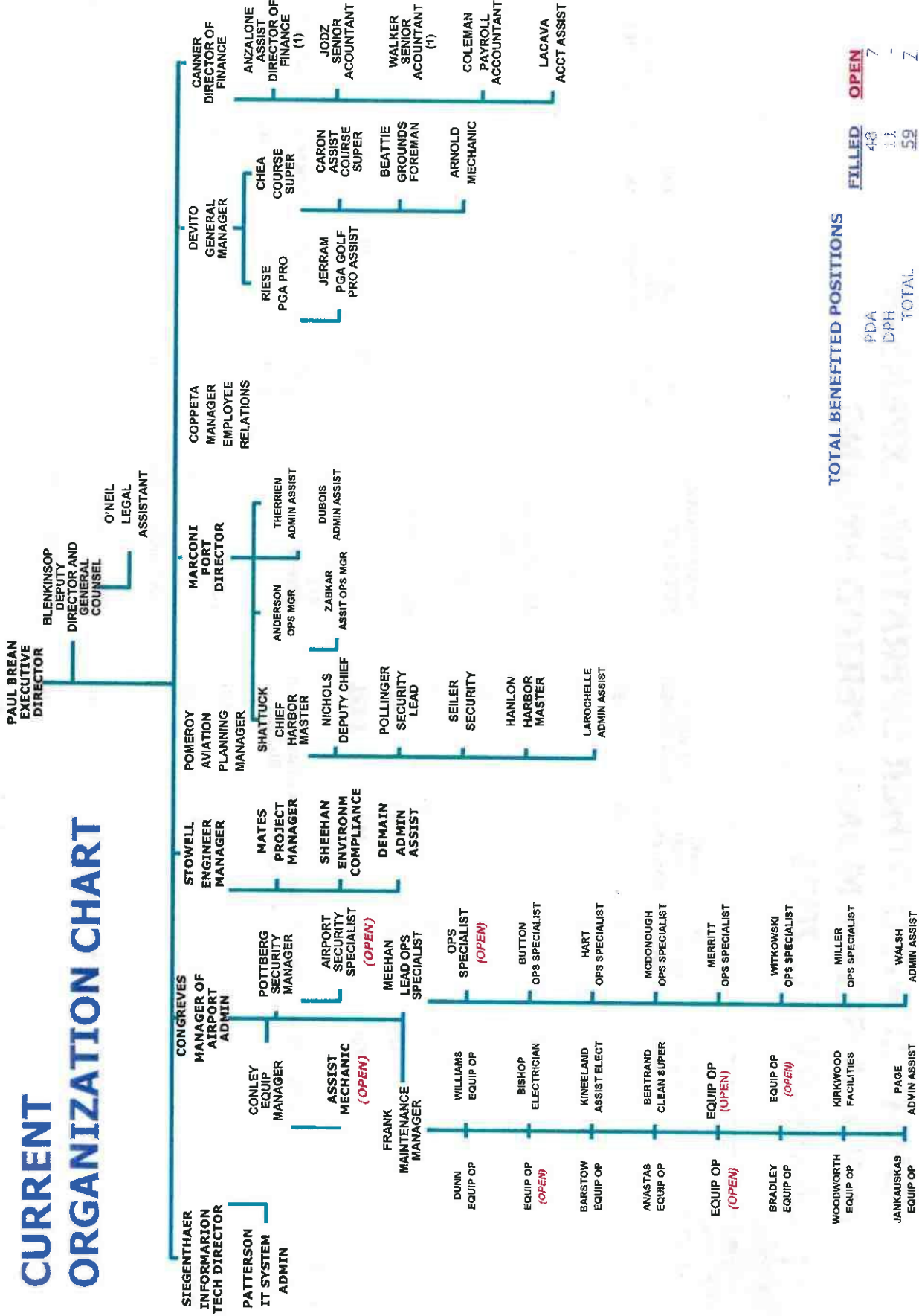
CURRENT STAFF ANALYSIS (FILLED POSITIONS)

	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
MAINTENANCE	-	14	-	8	22
PSM AIRPORT	3	8	14	-	25
PORT AUTHORITY	1	10	4	10	25
GOLF COURSE	3	4	-	4	11
FINANCE	4	2	-	-	6
ENGINEERING	3	1	-	-	4
LEGAL	1	1	1	-	3
DAW AIRPORT	-	-	2	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	1	-	-	-	1
EXECUTIVE	1	-	-	-	1
	18	41	21	22	102

FILLED BENEFITED POSITIONS



CURRENT ORGANIZATION CHART



TOTAL BENEFITED POSITIONS

FILLED	48	OPEN	7
PDA	1.1	DPH	1.1
TOTAL		59	

NOTE:
1. REPRESENTS TRANSITIONAL POSITION.

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021

(\$ 000's)

	GENERAL AND ADMINISTRATIVE		PROFESSIONAL SERVICES		UTILITIES		ALL OTHER	
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	220	230	(10)	397				
INSURANCE	138	124	14	283				
TELEPHONE / COMMUNICATIONS	81	73	8	68				
COMPUTER EXPENSES	56	32	24	55				
BANK FEES	48	36	12	64				
ALL OTHER-NET	155	257	(62)	454				
	738	752	(14)	1,321	235	306	(71)	524
UTILITIES								
ELECTRICITY	275	287	(12)	530	183	413	(230)	709
WATER	101	69	32	125				
WASTE DISPOSAL	68	80	(12)	145	160	105	55	180
NATURAL GAS	21	31	(10)	28	60	70	(10)	120
PROPANE AND OIL	20	22	(2)	10	91	67	24	115
	485	489	(4)	839	494	655	(161)	1,124

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021

(\$ 600's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	INTEREST EXPENSE YEAR TO DATE	FISCAL BUDGET
INTEREST EXPENSE	41	222	(181)	380	41	380
INTEREST INCOME AND OTHER	(6)	(17)	11	(29)		
	<u>35</u>	<u>205</u>	<u>170</u>	<u>351</u>		

PROVIDENT
BANK- RLDC

CONSOLIDATED STATEMENTS OF NET POSITION

(\$,000's)

	JAN 31 2021	JUN 30 2020	JAN 31 2021	JUN 30 2020
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	3,830	5,238	1,590	2,214
ACCOUNTS RECEIVABLE- NET	6,540	8,942	3,901	7,685
OTHER ASSETS	582	503	592	713
TOTAL CURRENT ASSETS	<u>10,952</u>	<u>14,683</u>	<u>6,083</u>	<u>10,612</u>
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	574	447	9,828	9,828
ACCOUNTS RECEIVABLES- NET	221	1,015	531	534
TOTAL RESTRICTED ASSETS	<u>1,498</u>	<u>1,462</u>	<u>10,359</u>	<u>10,362</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	72,566	60,065	22,442	20,974
CONSTRUCTION IN PROCESS (PAGES #10-#12)	19,758	15,467	4,089	4,089
TOTAL ASSETS	<u>104,774</u>	<u>91,677</u>	<u>82,423</u>	<u>67,847</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB			1,236	1,218
			(13)	-
			16	7
			(4,169)	(1,208)
TOTAL NET POSITION	<u>1,250</u>	<u>1,250</u>	<u>79,493</u>	<u>67,864</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE				
ACCOUNTS PAYABLE- CONSTRUCTION				
UNEARNED REVENUE				
REVOLVING LOC FACILITY				
CURRENT PORTION- LT LIABILITIES				
TOTAL CURRENT LIABILITIES			<u>12,083</u>	<u>10,612</u>
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY				
OTHER LT LIABILITIES (PAGE #13)				
TOTAL LIABILITIES			<u>22,442</u>	<u>20,974</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION / OPEB				
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS				
RESTRICTED FOR:				
REVOLVING LOAN FUND				
HARBOR DREDGINGS				
FOREIGN TRADE ZONE				
UNRESTRICTED				
TOTAL NET POSITION	<u>1,250</u>	<u>1,250</u>	<u>79,493</u>	<u>67,864</u>

CASH AND EQUIVALENTS AT JANUARY 31, 2021

	UNRESTRICTED	RESTRICTED
PEASE DEVELOPMENT AUTHORITY		
GENERAL FUNDS	2,071	
TENANT ESCROW	14	
	2,085	

	UNRESTRICTED	RESTRICTED
DIVISION OF PORTS AND HARBORS		
GENERAL FUNDS	63	
HARBOR MANAGEMENT	1,632	
REVOLVING LOAN - FISHERY FUND		325
HARBOR DREDGING		233
FOREIGN TRADE		16
	1,745	574

3,830 **574**

TOTAL

3,830 **574**

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF JANUARY 31, 2021

(\$ 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)	5/18/2017	1,266	885	1,244	(49)	1,083	112	11
PSM RUNWAY 16-34 RECONSTRUCTION (AIP 64)	7/6/2019	24,035	17,869	17,414	(2,435)	10,279	4,700	4,700
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	5/18/2017	1,130	1,074	1,018	(52)	938	28	-
PSM ALPHA SOUTH HOLD BAY (AIP 67)	-	-	-	845	(86)	759	-	-
PSM AIR NATIONAL GUARD TAXIWAY PROJECT	-	2,500	2,500	2,386	-	2,386	-	-
PSM TERMINAL BUILDING EXPANSION (AIP 62)	11/1/2018	1,730	1,644	1,659	(240)	469	950	40
PSM TERMINAL BUILDING EXPANSION (AIP 66)	6/27/2019	2,263	2,111	2,209	(355)	1,809	45	-
PSM RUNWAY 16-34 REIMBURSABLE SUPPORT (AIP 65)	5/1/2019	144	137	144	(7)	123	14	-
PSM CARES ACT (AIP 68)	-	1,607	1,607	1,607	-	1,607	-	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	9/22/2016	1,830	1,738	1,783	(89)	1,694	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	58	58	58	-	58	-	-
DPH RYE HARBOR DREDGING	-	-	-	637	-	637	-	-
DPH FUNCTIONAL REPLACEMENT- BARGE DOCK	-	5,000	-	1,284	-	1,284	-	-
DPH MAIN PIER REHABILITATION	-	5,003	-	510	-	482	28	28
DPH HAMPTON HARBOR DREDGING	-	118	-	95	-	95	-	-
DPH PFP REPAIR AND CONSTRUCTION	-	3,250	-	548	-	493	55	55
							5,932	4,834

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 01-31-21
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	4,910	5,989	(10,899)	(4,910)	-
RUNWAY 16-34 DESIGN (AIP 58)	4	102	(106)	(4)	-
ELDORADO BUS	-	72	(72)	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	7,048	10,366	-	10,366	17,414
TERMINAL BUILDING EXPANSION (AIP 66)	1,880	329	(2,209)	(1,880)	-
TERMINAL BUILDING EXPANSION (AIP 62)	96	1,563	(1,659)	(96)	-
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	10	(10)	-	-
ALPHA SOUTH HOLD BAY (AIP 67)	-	335	(335)	-	-
2020 CHEVROLET SILVERADO	-	39	(39)	-	-
VOLVO L90H WHEEL LOADER	-	176	(176)	-	-
PAY FOR PARKING	-	2	(2)	-	-
	13,938	18,983	(15,507)	3,476	17,414



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 01-31-21
SKYHAVEN AIRPORT	-	-	-	-	-
GOLF COURSE	-	-	-	-	-
BATHROOM RENOVATIONS	-	1	-	1	1
ADMINISTRATION	-	-	-	-	-
HP DESIGN JET PRINTER	-	16	(16)	-	-
MAINTENANCE	-	-	-	-	-
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 01-31-21
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,267	17	-	17	1,284
PPP BULKHEAD REPAIR AND CONSTRUCTION	262	286	-	286	548
HVAC SECURITY SHACK	-	8	(8)	-	-
MAIN PIER (BUILD GRANT)	-	511	-	511	511
	1,529	822	(8)	814	2,343
TOTAL	15,467	19,860	(15,569)	4,291	19,758

LONG TERM LIABILITIES AS OF JANUARY 31, 2021

(\$, 000's)

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	<u>SCHEDULE OF LONG TERM LIABILITY REPAYMENT</u>	
				FISCAL YEAR	STATE OF NEW HAMPSHIRE (1)
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM (1)	-	182	182	2021	-
				2022	91
				2023	91
STATE OF NEW HAMPSHIRE	-	252	252		182
ACCRUED SICK LIABILITY	=	97	97	PAID IN FY 2021	=
	=	<u>531</u>	<u>531</u>		<u>182</u>

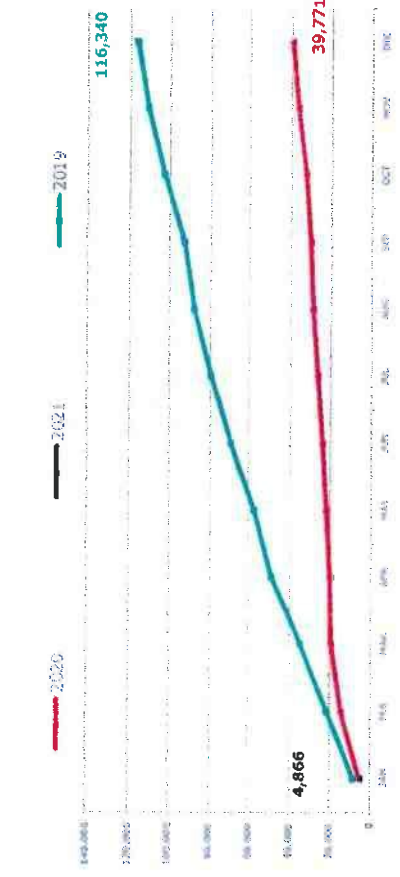
NOTE:
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
FACILITIES RENTAL	447	462	(15)	844
PAY FOR PARKING	113	224	(111)	442
FUEL FLOWAGE	118	206	(88)	270
AVIATION FEES	-	-	-	90
CONCESSION REVENUES	21	54	(33)	71
ALL OTHER	231	28	203	22
	930	974	(44)	1,739
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	491	493	8	810
BUILDINGS AND FACILITIES MAINTENANCE	296	417	(121)	723
GENERAL AND ADMINISTRATIVE	196	190	6	325
UTILITIES	186	242	(56)	416
PROFESSIONAL SERVICES	6	14	(8)	24
MARKETING AND PROMOTION	25	81	(56)	139
ALL OTHER	-	-	-	-
	1,200	1,427	(227)	2,437
OPERATING INCOME	(270)	(453)	183	(698)
NON-OPERATING (INCOME) AND EXPENSE				
DEPRECIATION	1,638	2,276	638	3,800
NET OPERATING INCOME	(1,908)	(2,729)	821	(4,498)

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE		YEAR TO DATE		FISCAL YEAR	
	ACTUAL	BUDGET	ACTUAL	BUDGET	YEAR	BUDGET
OPERATING REVENUES						
FACILITIES RENTAL	78	71	7	125		
FUEL SALES	64	44	20	64		
ALL OTHER	2	4	(2)	5		
	144	119	25	194		
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS	18	30	(12)	48		
BUILDINGS AND FACILITIES MAINTENANCE	22	38	(16)	66		
GENERAL AND ADMINISTRATIVE	23	21	2	37		
UTILITIES	16	18	(2)	31		
PROFESSIONAL SERVICES	4	3	1	5		
MARKETING AND PROMOTION	-	-	-	-		
ALL OTHER- FUEL	41	30	11	50		
	124	140	(16)	237		
OPERATING INCOME	20	(21)	41	(43)		
NONOPERATING (INCOME) AND EXPENSE						
DEPRECIATION	316	313	3	535		
NET OPERATING INCOME	(296)	(334)	38	(578)		

	YEAR TO DATE	YEAR TO DATE	YTD AVE
	ACTUAL	BUDGET	PRICE
GALLONS OF FUEL SOLD			
FY 2021	673	13,489	\$4.51
FY 2020	563	13,344	\$4.79

	OPERA	CAPITAL	DEBT	GRANT	TOTAL
	FUND	EXPEND	REPAY	FUNDS	
NET CASH FLOW					
FY 2021	20	-	-	254	274
FY 2020	(38)	(307)	-	58	(287)
FY 2019	(83)	(27)	-	512	402
FY 2009- FY 2018	(909)	(6,792)	(100)	5,725	(2,076)
	(1,010)	(7,126)	(100)	6,549	(1,687)

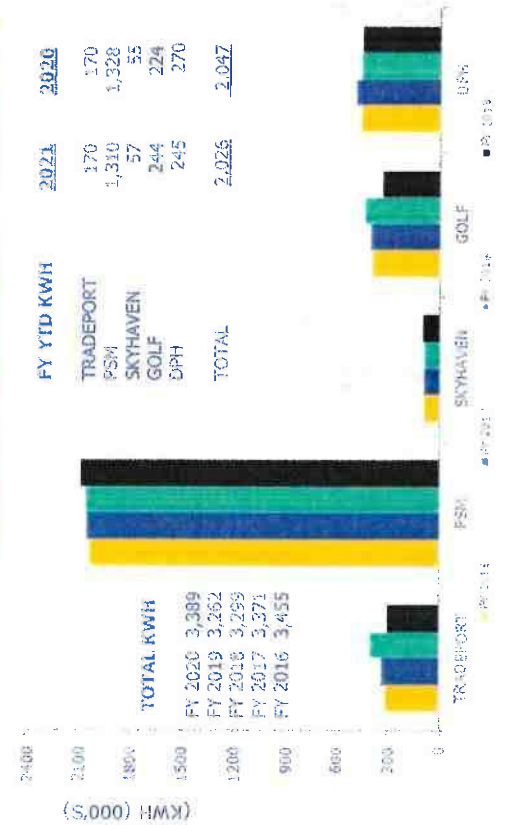
STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 TRADEPORT

(\$ '000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	5,536	5,404	132	9,264
RENTAL OF FACILITIES	5,435	5,334	101	9,144
ALL OTHER	101	70	31	120
	5,536	5,404	132	9,264

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	89	243	(154)	417
GENERAL AND ADMINISTRATIVE	36	33	3	56
UTILITIES	47	60	(13)	102
PROFESSIONAL SERVICES	2	-	2	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	60	70	(10)	120
	234	406	(172)	695
OPERATING INCOME	5,302	4,998	304	8,569
NON-OPERATING (INCOME) AND EXPENSE				
DEPRECIATION	438	438	-	750
NET OPERATING INCOME	4,864	4,560	304	7,819

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT

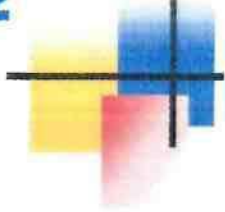


STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 GOLF COURSE

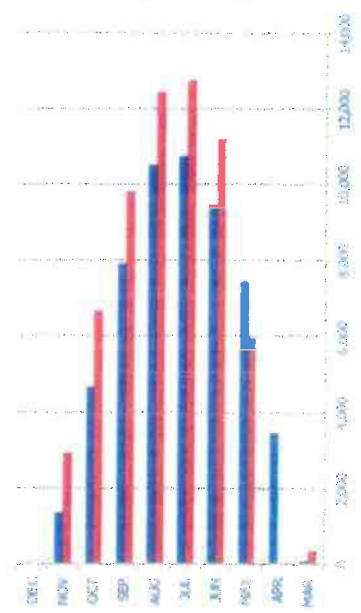
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	
OPERATING REVENUES	2,031	1,491	540	2,463	OPERATING REVENUES	2,031	1,491	540	2,463	
OPERATING EXPENSES					CONCESSION REVENUES	168	233	(65)	315	
PERSONNEL SERVICES AND BENEFITS	617	595	22	984	FEE REVENUES	1,355	831	524	1,425	
BUILDINGS AND FACILITIES MAINTENANCE	181	207	(26)	355	GOLF FEES	250	198	52	340	
GENERAL AND ADMINISTRATIVE	147	131	16	225	SIMULATOR	45	74	(29)	120	
UTILITIES	163	111	52	190	LESSONS	19	11	8	18	
PROFESSIONAL SERVICES	13	10	3	17	MERCHANDISE AND OTHER	1,669	1,114	555	1,903	
MARKETING AND PROMOTION	9	25	(16)	42		194	144	50	245	
ALL OTHER	251	172	79	295		2,031	1,491	540	2,463	
	1,381	1,251	130	2,108	BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERA	FOOD / BEV	SIM	TOTAL
OPERATING INCOME	650	240	410	355	OPERATING REVENUES	176	1,635	175	45	2,031
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	OPERATING EXPENSES (EXCLUDING DEPRECIATION)	182	1,071	101	27	1,381
DEPRECIATION	213	224	(11)	387	OPERATING INCOME	(6)	564	74	18	650
NET OPERATING INCOME	437	16	421	(32)						

KEY GOLF COURSE BENCHMARKING DATA



ROUNDS OF GOLF PLAYED (SEASON)



	2021	2020	2019
SEASON	62,315	55,321	55,321
RAINFALL	26	55	

2020 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF STIMULATOR REVENUES

	FY 2021	FY 2020
JULY	\$ -	\$39
AUGUST	596	-
SEPTEMBER	314	76
OCTOBER	4,917	1,026
NOVEMBER	9,584	17,727
DECEMBER	15,586	24,723
JANUARY	14,569	27,767
FEBRUARY	-	29,976
MARCH	-	13,624
APRIL	-	-
MAY	-	-
JUNE	-	-
TOTAL	\$44,668	\$114,960

GRILL 28 GROSS SALES

	FY 2021	FY 2020
JULY	\$204,042	\$212,562
AUGUST	225,471	259,154
SEPTEMBER	191,445	199,822
OCTOBER	136,156	149,127
NOVEMBER	85,187	107,816
DECEMBER	71,183	117,993
JANUARY	77,694	126,165
FEBRUARY	-	107,490
MARCH	-	59,098
APRIL	-	1,063
MAY	-	55,292
JUNE	-	153,970
TOTAL	\$993,178	\$1,441,864

2020 ROUNDS-SEASON

MEMBER	16,084
NONMEMBER	46,311
TOTAL	62,315

2019 ROUNDS-SEASON

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

CLUB / COURSE FUNCTIONS

	FY 2021 YTD	FY 2020 YTD
GROUPS 12-40	25,346	37,344
TOURNAMENT PLAY	103,283	121,985
LEAGUES	54,059	74,827
FOOD AND ROOM FEES	45,636	155,284

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 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	1,236	1,499	(263)	2,429	FACILITY RENTALS	267	244	23	419
OPERATING EXPENSES:					CONCESSION REVENUE	3	-	3	-
PERSONNEL SERVICES AND BENEFITS	722	686	36	1,142	FEE REVENUE:				
BUILDINGS AND FAC AND MAINTENANCE	128	205	(77)	321	MOORING FEES	240	213	27	365
GENERAL AND ADMINISTRATIVE	94	109	(15)	217	PARKING	53	92	(39)	115
UTILITIES	72	58	14	99	REGISTRATIONS	72	96	(24)	165
PROFESSIONAL SERVICES	12	15	(3)	26	WHARF / DOCK	222	288	(66)	550
MARKETING AND PROMOTION	1	1	-	3	TOTAL FEE REVENUE	592	689	(97)	1,195
ALL OTHER - FUEL	142	384	(242)	658	FUEL SALES	224	495	(271)	700
TOTAL OPERATING EXPENSES	1,171	1,458	(287)	2,466	ALL OTHER	150	71	79	115
OPERATING INCOME	65	41	24	(37)	TOTAL OPERATING REVENUE	1,236	1,499	(263)	2,429
NONOPERATING (INCOME) AND EXPENSE					BUSINESS UNIT ANALYSIS				
DEPRECIATION	366	352	14	606	RYE HARBOR	226	184	42	313
NET OP INCOME	(301)	(311)	10	(641)	OPERATING REVENUES	185	161	24	274
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)	161	60	101	218
					OPERATING INCOME	41	(42)	83	(218)

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET
	12	2	2	5	12	5	68	(2)	115		
OPERATING REVENUES	12	2	5	12							
OPERATING EXPENSES:											
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	-	62	10	52	15	
GENERAL AND ADMINISTRATIVE	-	2	(2)	3			-	4	(4)	7	
UTILITIES	-	-	-	-	-	-	-	1	(1)	1	
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	
MARKETING AND PROMOTION	3	5	(2)	9			-	-	-	-	
ALL OTHER	-	-	-	-	-	-	-	-	-	-	
TOTAL OPERATING EXPENSES	2	2	(4)	12			62	15	47	23	
OPERATING INCOME	9	-	9	-			4	53	(49)	92	
NON-OPERATING (INCOME) AND EXPENSE	-	-	-	-			-	-	-	-	
DEPRECIATION	-	-	-	-	-	-	49	57	(8)	100	
NET OPERATING INCOME	9	-	9	-			(45)	(4)	(41)	(8)	

STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2021 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

REVOLVING LOAN FUND	YEAR TO DATE		YEAR TO DATE BUDGET	CURRENT YEAR		FISCAL YEAR BUDGET
	ACTUAL	23		24	VARIANCE	
OPERATING REVENUES		23	24	(1)	41	
OPERATING EXPENSES:						
PERSONNEL SERVICES AND BENEFITS		-	-	-	-	
BUILDINGS AND FACILITIES MAINTENANCE		-	-	-	-	
GENERAL AND ADMINISTRATIVE	1	-	-	1	1	
UTILITIES		-	-	-	-	
PROFESSIONAL SERVICES	4	16	16	(12)	27	
MARKETING AND PROMOTION		-	-	-	-	
ALL OTHER		-	-	-	-	
TOTAL OPERATING EXPENSES	5	16	16	(11)	28	
OPERATING INCOME	18	8	8	10	13	
NON-OPERATING (INCOME) AND EXPENSE						
DEPRECIATION		-	-	-	-	
NET OPERATING INCOME	18	8	8	10	13	

REVOLVING LOAN FUND RECONCILIATION

	BALANCE AT 01-31-2021	BALANCE AT 06-30-2020
CASH BALANCES		
GENERAL FUNDS	325	210
SEQUESTERED FUNDS	-	-
LOANS OUTSTANDING	325	210
CURRENT	85	175
LONG TERM	826	838
	911	1,013
TOTAL CAPITAL BASE	1,236	1,223
CAPITAL UTILIZATION RATE-- % (*)	73.7%	82.8%

(*) EXCLUDES SEQUESTERED FUNDS.

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING NOVEMBER 30, 2021



**BOARD OF DIRECTORS MEETING
MARCH 18, 2021**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MARCH 1, 2021 TO NOVEMBER 30, 2021

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

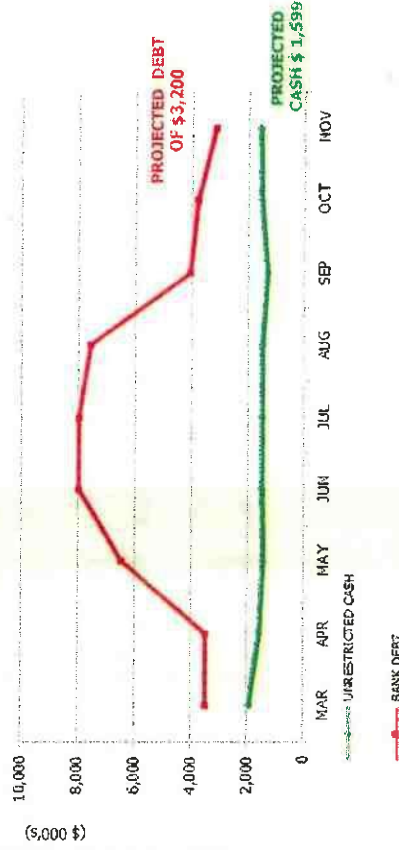
	<u>AMOUNT</u>
OPENING FUND BALANCE	2,375
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,860
GRANT AWARDS (SEE PAGE #8)	6,518
GOLF COURSE FEE AND CONCESSION REVENUES	1,790
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	910
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	122
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	(300)
	<u>15,900</u>
USES OF FUNDS	
OPERATING EXPENSES	7,280
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	6,244
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#7)	4,359
MUNICIPAL SERVICE FEE (COP)- NET	(1,275)
STATE OF NH- POST RETIREMENT	68
	<u>16,676</u>
	(776)
NET CASH FLOW	
CLOSING FUND BALANCE	1,599

DISCUSSION

AT THIS TIME, THE PDA DOES ANTICIPATE THE NEED TO UTILIZE IT'S 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 02-28-2021	BALANCE AT 06-30-2020
UNRESTRICTED	2,375	3,451
DESIGNATED	14	14
TOTAL	2,389	3,465

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>2,375</u>	<u>1,963</u>	<u>1,601</u>	<u>1,470</u>	<u>1,493</u>	<u>1,497</u>	<u>1,497</u>	<u>1,321</u>	<u>1,552</u>	<u>2,375</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #8)	987	343	-	2,119	320	-	2,749	-	-	6,518
TRADEPORT TENANTS	750	755	755	755	765	770	770	770	775	6,860
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GOLF COURSE	80	75	180	265	270	270	275	200	175	1,790
PORTSMOUTH AIRPORT- (PSM)	45	45	50	45	45	50	45	45	50	420
PSM PAY FOR PARKING	30	25	25	30	30	30	35	35	35	275
PSM FLOWAGE FEES	20	20	25	25	25	25	25	25	25	215
SKYHAVEN AIRPORT	13	13	14	14	14	15	15	12	12	122
EXTERNAL FINANCING- NET	-	-	3,000	1,500	-	(400)	(3,500)	(300)	(600)	(300)
	<u>2,175</u>	<u>1,526</u>	<u>4,424</u>	<u>5,003</u>	<u>1,719</u>	<u>1,130</u>	<u>664</u>	<u>1,037</u>	<u>847</u>	<u>18,525</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	928	68	2,170	1,927	840	240	40	31	-	6,244
CAPITAL- NONGRANT (SEE PAGES #5-#7)	834	1,020	1,570	810	60	40	25	-	-	4,359
OPERATING EXPENSES	825	800	815	825	815	850	775	775	800	7,280
MUNICIPAL SERVICE FEE	-	-	-	1,350	-	-	-	-	-	1,350
STATE OF NH- POST RETIREMENT	-	-	-	68	-	-	-	-	-	68
	<u>2,587</u>	<u>1,888</u>	<u>4,555</u>	<u>4,980</u>	<u>1,715</u>	<u>1,130</u>	<u>840</u>	<u>806</u>	<u>800</u>	<u>19,301</u>
NET CASH FLOW	(412)	(362)	(131)	23	4	-	(176)	231	47	(776)
CLOSING FUND BALANCE	<u>1,963</u>	<u>1,601</u>	<u>1,470</u>	<u>1,493</u>	<u>1,497</u>	<u>1,497</u>	<u>1,321</u>	<u>1,552</u>	<u>1,599</u>	<u>1,599</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
GRANT REIMBURSEMENT PROJECTS										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	39	8	8	180	-	-	-	-	-	235
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	7	-	-	221	-	-	-	-	-	228
RUNWAY 16-34 DESIGN (AIP 58)	25	25	-	-	-	-	-	-	-	50
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	800	20	1,800	1,500	800	200	-	-	-	5,120
TW A SOUTH HOLD BAY (AIP 67)	42	-	42	6	-	-	-	-	-	90
PEASE BOULEVARD-ARBORETUM AVE	-	-	-	-	20	20	20	20	-	80
RESURFACE PERIMETER	-	-	300	-	-	-	-	-	-	300
	<u>913</u>	<u>53</u>	<u>2,150</u>	<u>1,907</u>	<u>820</u>	<u>220</u>	<u>20</u>	<u>20</u>	<u>-</u>	<u>6,103</u>
SKYHAVEN AIRPORT										
TERMINAL APRON DESIGN (SBG 9)	<u>15</u>	<u>15</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>11</u>	<u>-</u>	<u>141</u>
TOTAL GRANT REIMBURSEMENT PROJECTS	928	68	2,170	1,927	840	240	40	31	-	6,244

NOTE:
** PENDING BOARD APPROVAL

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

(CONTINUED):

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS										
SKYHAVEN AIRPORT										
SRE DOORS **	-	-	15	-	-	-	-	-	-	15
REROOFING TERMINAL BUILDING **	-	-	-	-	-	25	-	-	-	25
	-	-	15	-	-	25	-	-	-	40
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	10	-	-	10	-	-	-	-	20
TECHNOLOGY ENHANCEMENTS **	-	-	-	25	-	-	25	-	-	50
MAIN SERVER REPLACEMENT **	-	-	45	-	-	-	-	-	-	45
	-	10	45	25	10	-	25	-	-	115
GOLF COURSE										
FAIRWAY ROUGH MOWER **	-	70	-	-	-	-	-	-	-	70
UTILITY GOLF CARTS **	-	20	-	-	-	-	-	-	-	20
BATHROOM UPGRADES	76	-	-	-	-	-	-	-	-	76
	76	90	-	-	-	-	-	-	-	166

NOTE:
 ** PENDING BOARD APPROVAL

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

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<u>NON-GRANT REIMBURSEMENT</u>										
<u>PROJECTS</u> (CONTINUED):										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	753	900	1,500	750	-	-	-	-	-	3,903
TERMINAL FLOORING- BAGGAGE CLAIM AREA **	-	-	-	25	-	-	-	-	-	25
CAMERA SECURITY UPGRADE**	-	15	-	-	-	-	-	-	-	15
	<u>753</u>	<u>915</u>	<u>1,500</u>	<u>775</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,943</u>

NOTE:
 ** PENDING BOARD APPROVAL

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

(\$ 000'S)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u> (CONTINUED)										
<u>TRADEPORT</u>										
TRAFFIC MONITORING	-	-	-	-	-	10	-	-	-	10
STORMWATER TREATMENT	5	5	10	10	10	5	-	-	-	45
	<u>5</u>	<u>5</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>55</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	-	-	-	-	40	-	-	-	-	40
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40</u>
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	834	1,020	1,570	810	60	40	25	-	-	4,359

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>TOTAL</u>
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	896	104	-	37	7	-	180	-	-	1,224
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	55	25	-	6	-	-	211	-	-	297
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	100	-	-	-	-	-	100
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	11	-	-	1,976	-	-	2,000	-	-	3,987
RUNWAY - AIR NATIONAL GUARD	-	214	-	-	230	-	230	-	-	674
TW A SOUTH HOLD BAY	-	-	-	-	-	-	90	-	-	90
PEASE BOULEVARD- ARBORETUM AVE WHEEL LOADER	25	-	-	-	38	-	-	-	-	38
										25
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-7)	-	-	-	-	45	-	38	-	-	83
TOTAL	987	343	-	2,119	320	-	2,749	-	-	6,518

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000'S)

REVOLVING LETTER OF CREDIT (RLOC)	THE PROVIDENT BANK
AMOUNT OF CREDIT FACILITY	15,000
AMOUNT CURRENTLY AVAILABLE	11,500
TERM DATE	12-31-2022

OUTSTANDING DEBT ANALYSIS	BALANCE AT 02-28-2021	BALANCE AT 06-30-2020	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	3,500	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	3,500	=		
	2.88%	=		

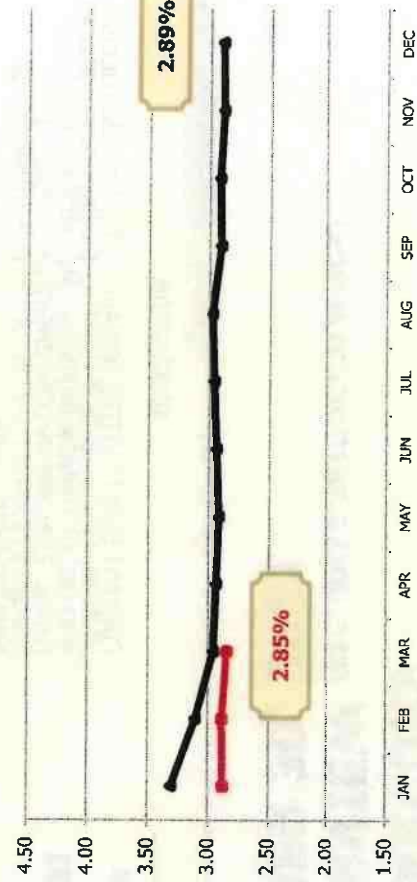
PURPOSE
TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.

INTEREST RATE
ONE MONTH FHILB (CLASSIC) + 250 BASIS POINTS

MINIMUM SIZE OF DRAWDOWN
NO MINIMUM

OTHER
DOES NOT CARRY THE STATE GUARANTEE

TRENDING THE ONE MONTH FHILB (CLASSIC) INTEREST RATE + MARK-UP 2021 VERSUS 2020



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS)

MARCH 1, 2021 TO NOVEMBER 30, 2021

(\$ 000's)

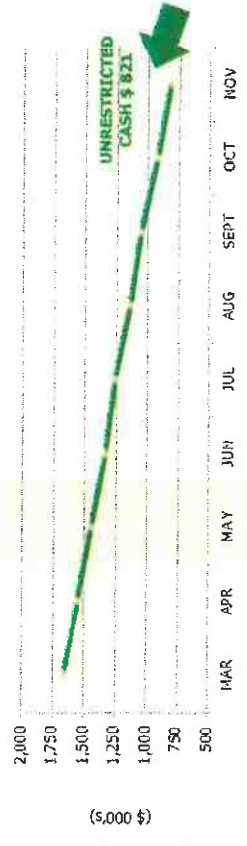
	<u>AMOUNT</u>
	1,753
OPENING FUND BALANCE	
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	569
FUEL SALES	575
REGISTRATIONS / WHARFAGE	375
MOORING FEES	20
PARKING FEES	170
	1,709
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	1,625
FUEL PROCUREMENT	576
OPERATING EXPENSES	372
CAPITAL EXPENDITURES AND OTHER	40
STATE OF NH- POST RETIREMENT	28
	2,641
	(932)
NET CASH FLOW	
CLOSING FUND BALANCE	821

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 02/28/2021</u>	<u>BALANCE AT 06/30/20</u>
TOTAL FUND BALANCES	1,753	1,621
UNRESTRICTED FUNDS	152	152
RESTRICTED FUNDS:		
HARBOR DREDGING	237	233
REVOLVING LOAN FUND	333	207
FOREIGN TRADE ZONE	12	7
	582	447

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>TOTAL</u>
OPENING FUND BALANCE	1,753	1,663	1,562	1,449	1,336	1,262	1,143	1,062	928	1,753
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS AND CONCESSIONS	62	62	63	63	63	63	63	65	65	569
FUEL SALES	35	40	40	75	75	75	80	80	75	575
MOORING FEES	20	-	-	-	-	-	-	-	-	20
PARKING FEES	-	10	20	25	30	35	30	10	10	170
REGISTRATIONS / WHARFAGE	125	-	-	125	-	-	125	-	-	375
	<u>242</u>	<u>112</u>	<u>123</u>	<u>288</u>	<u>168</u>	<u>173</u>	<u>298</u>	<u>155</u>	<u>150</u>	<u>1,709</u>
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	255	125	125	260	135	135	265	175	150	1,625
FUEL PROCUREMENT	33	38	71	71	71	71	75	75	71	576
UTILITIES	20	17	17	17	16	16	17	17	16	153
GENERAL AND ADMINISTRATIVE	14	13	13	13	12	12	13	13	12	115
BUILDINGS AND FACILITIES	10	10	10	12	8	8	9	9	8	84
PROFESSIONAL SERVICES	-	10	-	-	-	10	-	-	-	20
CAPITAL EXPENDITURES AND OTHER	-	-	-	-	-	40	-	-	-	40
STATE OF NH- POST RETIREMENT	-	-	-	28	-	-	-	-	-	28
	<u>332</u>	<u>213</u>	<u>236</u>	<u>401</u>	<u>242</u>	<u>292</u>	<u>379</u>	<u>289</u>	<u>257</u>	<u>2,641</u>
NET CASH FLOW	(90)	(101)	(113)	(113)	(74)	(119)	(81)	(134)	(107)	(932)
CLOSING FUND BALANCE	1,663	1,562	1,449	1,336	1,262	1,143	1,062	928	821	821

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

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
OPENING FUND BALANCE	<u>237</u>	<u>243</u>	<u>251</u>	<u>257</u>	<u>265</u>	<u>271</u>	<u>229</u>	<u>235</u>	<u>243</u>	<u>237</u>
SOURCES OF FUNDS										
PIER USAGE FEES	8	8	8	8	8	8	8	8	8	72
REGISTRATIONS	-	-	2	-	-	2	-	-	2	6
FUEL FLOWAGE FEES	-	-	-	-	-	-	-	-	-	-
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	<u>8</u>	<u>8</u>	<u>10</u>	<u>8</u>	<u>8</u>	<u>10</u>	<u>8</u>	<u>8</u>	<u>10</u>	<u>78</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	2	-	2	-	2	-	2	-	2	10
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	-	-	-	-	50	-	-	-	50
	<u>2</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>2</u>	<u>52</u>	<u>2</u>	<u>-</u>	<u>4</u>	<u>66</u>
NET CASH FLOW	6	8	6	8	6	(42)	6	8	6	12
CLOSING FUND BALANCE	<u>243</u>	<u>251</u>	<u>257</u>	<u>265</u>	<u>271</u>	<u>229</u>	<u>235</u>	<u>243</u>	<u>249</u>	<u>249</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>TOTAL</u>
OPENING FUND BALANCE	333	293	302	314	326	335	347	360	371	333
<u>SOURCES OF FUNDS</u>										
LOAN REPAYMENTS	10	10	10	10	10	10	10	10	11	91
INTEREST INCOME-LOANS	2	1	1	2	1	1	2	2	2	14
INTEREST INCOME- FUND BALANCE	2	2	2	2	2	2	2	2	2	18
	<u>14</u>	<u>13</u>	<u>13</u>	<u>14</u>	<u>13</u>	<u>13</u>	<u>14</u>	<u>14</u>	<u>15</u>	<u>123</u>
<u>USE OF FUNDS</u>										
NEW LOANS PROJECTED	52	-	-	-	-	-	-	-	-	52
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	1	2	2	1	1	1	2	14
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	54	4	1	2	4	1	1	3	2	72
NET CASH FLOW	(40)	9	12	12	9	12	13	11	13	51
CLOSING FUND BALANCE	293	302	314	326	335	347	360	371	384	384

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

(RESTRICTED FUNDS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
OPENING FUND BALANCE	12	10	10	10	8	10	10	13	16	12
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	2	-	5	5	-	12
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	2	-	5	5	-	12
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	2	-	8
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	2	-	-	2	-	-	2	2	-	8
NET CASH FLOW	(2)	-	-	(2)	2	-	3	3	4	4
CLOSING FUND BALANCE	10	10	10	8	10	10	13	16	16	16

REVOLVING LOAN FUND

**SEMI-ANNUAL FILING TO THE
ECONOMIC DEVELOPMENT ADMINISTRATION
DECEMBER 31, 2020**

**BOARD OF DIRECTOR'S MEETING
MARCH 18, 2021**

REVOLVING LOAN FUND CAPITAL BASE RECONCILIATION

(\$ 000's)

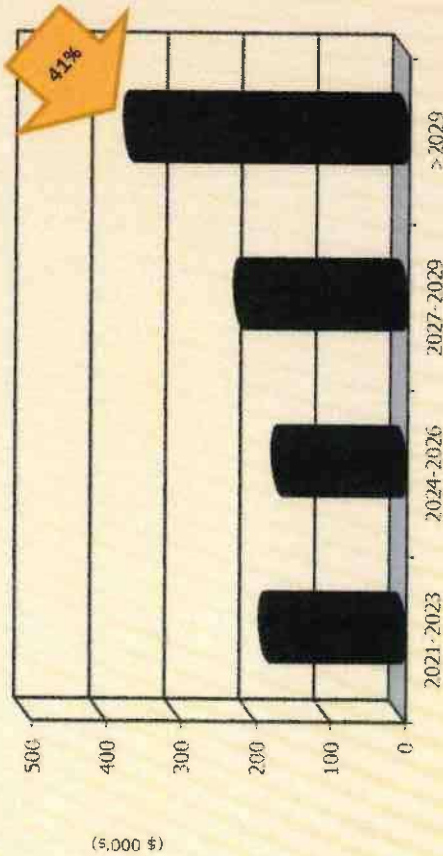
	CUMULATIVE AMOUNT FROM INCEPTION	AS OF DECEMBER 31, 2020	AS OF JUNE 30 2020	AS OF JUNE 30 2019	AS OF JUNE 30 2018
FUND RECONCILIATION					
EDA GRANT AWARD	<u>810</u>	881	1,011	1,012	1,152
FUNDING DISTRIBUTION					
CURRENT AMOUNT OF LOANS OUTSTANDING (SEE PAGE #3)					
FUND BALANCE- PROVIDENT BANK					
WORKING CAPITAL	838	354	207	195	48
SEQUESTERED FUNDS	67	-	-	-	-
APPLICATION FEES	19	354	207	195	48
COST OF ADMINISTRATIVE SERVICES	(461)	1,235	1,218	1,207	1,200
LOANS WRITTEN OFF (2)	(38)	71.3	83.0	83.8	96.0
NET INCREASE IN CAPITAL BASE	<u>425</u>	<u>21.3</u>	<u>33.0</u>	<u>33.8</u>	<u>46.0</u>
TOTAL CAPITAL BASE	<u>1,235</u>				

(*) EXCLUDES SEQUESTERED FUNDS

REVOLVING LOAN FUND LOAN BALANCES OUTSTANDING

(\$ 000's)

RLF LOAN MATURITY SCHEDULE



HISTORICAL SUMMARY OF LOAN ACTIVITY

NUMBER OF LOANS OUTSTANDING	19	TOTAL LOANS
WRITTEN OFF LOANS	2	
FULLY REPAID LOANS	90	
	<u>111</u>	
<u>JOBS CREATED</u>	113	
<u>SAVED</u>	<u>240</u>	
	<u>353</u>	

PARTICIPANT	RLF CUMULATIVE AMOUNTS OUTSTANDING	% OF RLF PORTFOLIO
BBE LOBSTER	130	14.8
OCEAN PRIDE CORP. (2)	101	11.5
PROBABLE CLAWS	99	11.2
COOPERS LOBSTERS	91	10.3
WORCESTER	90	10.2
MARCONI	80	9.1
KING MARINE, LLC	58	6.6
PAWLUK	47	5.3
DRISCOLL	35	4.0
WASSON	30	3.4
WENDY LEIGH, LLC	29	3.3
STEAKER CHARTERS	28	3.2
HEISEY	24	2.7
BRYNE	14	1.6
CAMPOLINI	13	1.5
BLACK LAB FISHING CO.	6	0.7
MCCUNE	3	0.3
J&K FISHERIES, INC.	3	0.3
	<u>881</u>	<u>100.0</u>



MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes Director Thomas Ferrini 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:

Thomas Ferrini	Treasurer
Paul E. Brean	Executive Director
Anthony I. Blenkinsop	Deputy Director/General Counsel
Maria Stowell	Manager of Engineering

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;

Further, the Board respectfully revokes such authority of former Director Robert Allard and retired PDA General Counsel Lynn Marie Hinchee;

All in accordance with a memorandum from Irv Canner, Finance Director, dated February 24, 2021.

NOTE: ROLL CALL Vote Required.

TO: Paul Brean, Executive Director 

FROM: Irv Canner, Director of Finance 

DATE: February 24, 2021

RE: Updated Corporate Resolution- Bank Accounts

With the recent appointment of Director Thomas Ferrini as Treasurer, our Corporate Resolutions for all Pease Development Authority (PDA) bank accounts need to be updated to reflect this change. The updated resolutions will grant Director Ferrini the authority to endorse all checks, drafts, depository agreements and other related bank documents.

Accordingly, I am requesting that we seek Board approval during their March 18th meeting of Thomas Ferrini to act as an authorized agent, with the authorities listed above, for all PDA bank accounts. If approved, the following appointed official and employees will represent the current authorized endorsers / agents on all PDA bank accounts:

Paul Brean, Executive Director
Anthony I. Blenkinsop, Deputy Director/General Counsel
Thomas Ferrini, Treasurer
Maria Stowell, Manager of Engineering

In addition, we also respectfully request that the Board revoke signing authority of former Director Robert Allard and retired PDA General Counsel Lynn Marie Hinchee.

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

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: License Reports
DATE: March 5, 2021

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

1. Name: PlaneSense, Inc.
License: Right-of-Entry
Location: Corner of Hampton Street and Aviation Avenue
Purpose: Site Inspection Purposes
Term: Through May 31, 2021

2. Name: Port City Air
License: Right-of-Entry
Location: Portion of Hangar 227 (14 Aviation Avenue)
Purpose: Storage of Two Vehicles
Term: Through March 1, 2021



February 3, 2021

Frank Diglio, Director of Facilities/Line Services
PlaneSense, Inc.
115 Flightline Road
Portsmouth, NH 03801

**Re: Right of Entry — Corner of Hampton Street and Aviation Avenue,
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Diglio:

This letter will authorize PlaneSense Inc. ("PlaneSense") and/or its agents and contractors to enter upon a parcel of land located on the corner of Aviation Avenue and Hampton Street as shown on the attached Exhibit A (the "Premises") for the period beginning February 5, 2021 through May 31, 2021, for site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. This Right of Entry will expire at the close of business on May 31, 2021, unless otherwise extended an additional thirty (30) days by written agreement of PlaneSense and the Pease Development Authority ("PDA").

This authorization is conditioned upon the following:

1. PlaneSense providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. PlaneSense's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. PlaneSense expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or

Page Two
February 3, 2021

Re: Right of Entry — Corner of Hampton Street and Aviation Avenue, Pease International Tradeport, Portsmouth, NH

occurring as a consequence of PlaneSense's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. PlaneSense further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of PlaneSense's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. PlaneSense and any agent or contractor of PlaneSense providing PDA with satisfactory evidence of commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured. PlaneSense and any agent or contractor of PlaneSense providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain (i) an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA, (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA 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.

4. PlaneSense obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department. No trees or vegetation may be cut without written permission from the PDA.

5. PlaneSense's agreement to restore said Premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

6. PlaneSense'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. PlaneSense acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.



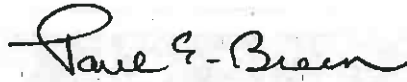
Page Three

February 3, 2021

Re: **Right of Entry — Corner of Hampton Street and Aviation Avenue, Pease International Tradeport, Portsmouth, NH**

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

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 4th day of February, 2021.

PlaneSense Inc.

By: 

Print Name: GARY M. ARBER

Its Duly Authorized: N.P. and

General Counsel

Page Four
February 3, 2021

Re: Right of Entry — Corner of Hampton Street and Aviation Avenue, Pease
International Tradeport, Portsmouth, NH

EXHIBIT "A"

PREMISES

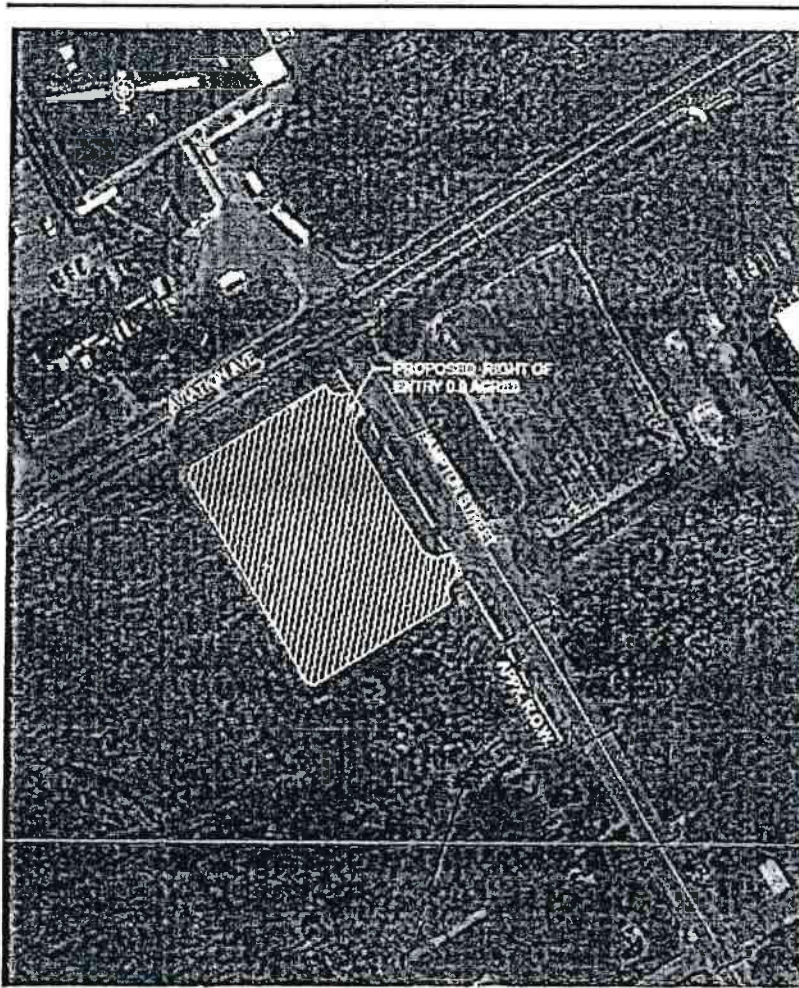


Exhibit Depicting Right of Entry at Hampton
St & Aviation Ave

DESIGNED BY: MRM DATE: 1/22/21 SCALE: 1"=100'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

February 17, 2021

Ned Denney
Port City Air
104 Grafton Road
Portsmouth, NH 03801

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

Dear Mr. Denney:

This letter will authorize Port City Air ("PCA") 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 1,290 square feet as shown on the attached Exhibit A, commencing February 13, 2021, through March 1, 2021, for the for the storage of two vehicles, at its sole expense and risk. This Right of Entry will expire at the end of day on March 1, 2021, unless otherwise extended by agreement of PCA 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. PCA'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 PCA's officers, agents, servants or employees, or others who may be on the Premises at PCA's invitation or the invitation of any one of them. PCA's further understanding that the Premises is not heated and there is no fire suppression system(s) within the Premises or Hangar 227.

3. PCA'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

Page Two

February 17, 2021

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

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. PCA 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 PCA's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. PCA 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 PCA's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. PCA understands and acknowledges that this Right of Entry is solely for aviation-related purposes and: (a) allows only temporary use of the Premises for PCA only (no maintenance or other activities are permitted) and the movement of PCA in and out of the Premises shall be conducted by PCA personnel without spending any unnecessary or additional time within Hangar 227; (b) requires PCA to move any 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 15 days 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. PCA, and/or any agent of PCA, 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 PCA which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of PCA that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

Page Three

February 17, 2021

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

6. PCA's agreement herein that, PCA 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. PCA'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. PCA'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. PCA acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises.

9. PCA agrees to pay PDA a user's fee (1,290 sq. ft. @ \$1.00 per sq. ft. per annum) in the amount of three dollars and fifty three cents (\$3.53) per day, in advance, prorated, for each month, or portion thereof, that the Premises are used. Payment for the term of this Right of Entry in the amount of \$60.01 (17 days) shall be due upon execution of this Right of Entry.

10. To the extent applicable, in addition to the Fee required to be paid under the terms of this Right of Entry, PCA 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, PCA 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 PCA for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Right of Entry shall terminate.

In the event the Right of Entry Premises, or any portion thereof, are removed from the Airport District, PCA shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute)

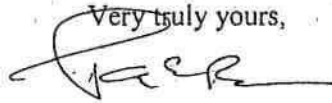
Page Four
February 17, 2021

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

regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

Please indicate by your signature below PCA's consent and return the same to me along with the payment set forth in paragraph 9.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 1st day of March, 2021

PORT CITY AIR

By: Austin Pietschman

Print Name: Austin Pietschman

Its: Director of Operations

EXHIBIT A

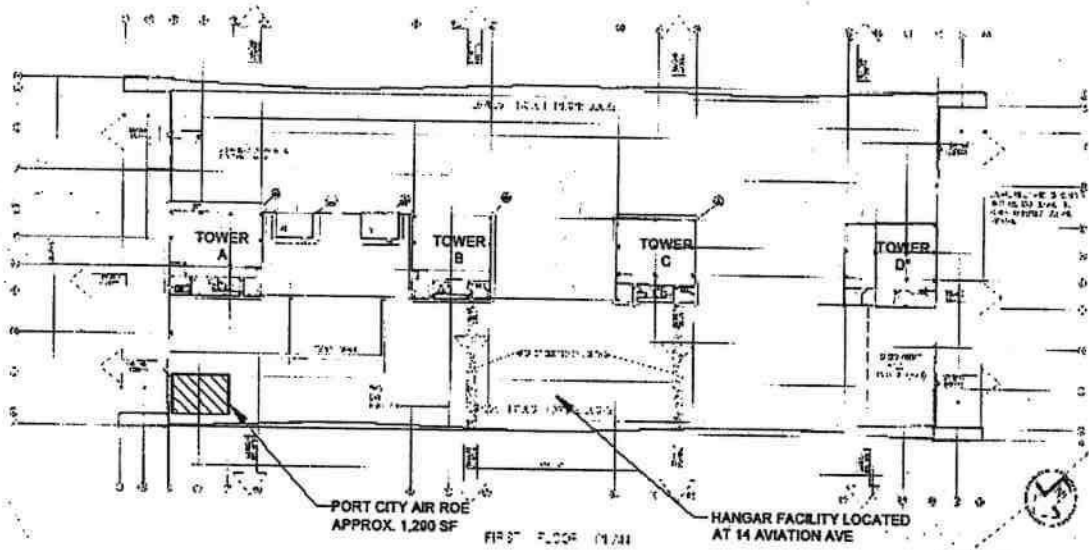


Exhibit Depicting Right of Entry for PCA at 14 Aviation Ave

DESIGNED BY: MRM DATE: 2/17/2021 SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *P.E.B.*
RE: Lease Reports
DATE: March 9, 2021

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements" PDA approved the following lease with:

- A. Tenant: OnBrand24 , LLC
Space: 9,059 square feet at 100 International Drive
Use: Office and Related Use
Term: One (1) Years Commencing February 1, 2021

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

- B. Tenant: Stewart's Ambulance Service, LLC
Space: 4,270 square feet at 119 International Drive
Use: General Office and Related Use
Term: Five (5) Years with one (1) Five (5) year option
Commencing January 1, 2021

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

- C. Tenant: EOFLOW, Inc.
Space: 2,285 square feet at 15 Rye Street
Use: General Office and Related Use
Term: Five (5) Years

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

D. Tenant: Bauer Hockey, LLC
 Space: 5,000 square feet at 68 New Hampshire Avenue
 Use: Dead Storage of it Marketing Materials and No Other Uses
 Term: Two (2) years and three (3) months Commencing February 1, 2021

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

MEMORANDUM

To: Pease Development Authority Board of Directors *PAB*
From: Paul E. Brean, Executive Director
Date: March 9, 2021
Re: Sublease between 100 International, LLC and ONBRAND24, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease at 100 International Drive for the following tenant:

A. Tenant: OnBrand24, LLC
Space: 9,059 square feet at 100 International Drive
Use: Office and Related Use
Term: One (1) Years Commencing February 1, 2021

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 100 International's continued primary liability for payment of rent and other obligations pursuant to the PDA/100 International Lease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 100 INTERNATIONAL, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 100 International Drive at Pease International Tradeport on September 1, 2002 (the "Lease").

B. Section 19.3 of the Lease states that Lessor shall not unreasonably withhold its consent to sublease if:

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

C. Lessee has requested authorization to sublease approximately **9,059** square feet within the Leased Premises at 100 International Drive to **ONBRAND24, LLC** ("Sublessee"), a duly authorized limited liability company existing under the laws of the Commonwealth of Massachusetts and qualified to do business in New Hampshire.

D. The proposed sublease to **ONBRAND24** is for general office use and related uses. The commencement of the lease between the Lessee and the Sublessee begins on or about February 1, 2021.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **ONBRAND24** for approximately **9,059 square feet** within the Leased Premises.

2. Upon execution of the sublease with **ONBRAND24**, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **ONBRAND24, LLC**.

3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.


This Notice of Consent is executed, effective this 9th day of February, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

100 INTERNATIONAL, LLC

By: 
Its: Co-Manager

Date

EXHIBIT A
SUBLEASED PREMISES

SUBLEASE

BETWEEN

100 INTERNATIONAL, L.L.C.

AS
"SUBLESSOR"

AND

ONBRAND24, LLC

AS
"SUBLESSEE"

100 INTERNATIONAL DRIVE

SUITES #175 & 198

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF January 20, 2021

MEMORANDUM

To: Pease Development Authority Board of Directors *PEB*
From: Paul E. Brean, Executive Director
Date: March 9, 2021
Re: Sublease between 119 International Drive, L.L.C. and Stewart's Ambulance Service, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease at 119 International Drive between 119 International Drive, L.L.C. for the following tenant:

A. Tenant: Stewart's Ambulance Service, LLC
Space: 4,270 square feet
Use: General Office and Related Use
Term: Five (5) Years with one (1) Five (5) year option
Commencing January 1, 2021

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 119 International Drive, L.L.C.'s continued primary liability for payment of rent and other obligations pursuant to the PDA/119 International, L.L.C. Lease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 119 INTERNATIONAL DRIVE, L.L.C. ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Sublease for 119 International Drive at Pease International Tradeport on December 20, 1999 (the "Sublease"), including the premises now defined as 15/19 Rye Street, Pease International Tradeport.

B. Section 19.3 of the Sublease states that Lessor shall not unreasonably withhold its consent to sublease if:

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

C. Lessee has requested authorization to sublease approximately 4,270 square feet (Suite #1) within the Leased Premises at 119 International Drive Street to Stewart's Ambulance Service, LLC ("Stewart's"), a qualified New Hampshire business.

D. The proposed sublease to Stewart's is for general office use and related uses.

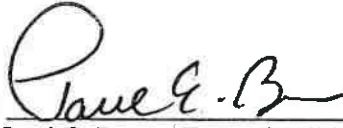
TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Stewart's for approximately 4,270 square feet within the Leased Premises.
2. Upon execution of the sublease with Stewart's, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for Stewart's.
3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 17 day of February, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Paul E. Brean, Executive Director

AGREED AND ACCEPTED

119 INTERNATIONAL DRIVE, LLC

Date

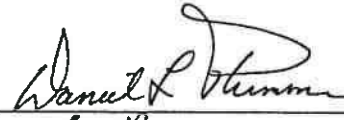
By: 
Its: Co-Manager

EXHIBIT A

SUBLEASE

SUBLEASE

BETWEEN

119 INTERNATIONAL DRIVE, L.L.C.

AS
"SUBLESSOR"

AND

STEWART'S AMBULANCE SERVICE, LLC

AS
"SUBLESSEE"

119 INTERNATIONAL DRIVE

SUITE #1

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF January 19, 2021

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *P.E.B.*
Date: March 9, 2021
Re: Sublease between 119 International Drive, L.L.C. and EOFLOW, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease at 15 Rye Street between 119 International Drive, L.L.C. for the following tenant:

A. Tenant: EOFLOW, Inc.
Space: 2,285 square feet at 15 Rye Street (Unit #307)
Use: General Office and Related Use
Term: Five (5) Years

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 119 International Drive, L.L.C.'s continued primary liability for payment of rent and other obligations pursuant to the PDA/119 International, L.L.C. Lease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 119 INTERNATIONAL DRIVE, L.L.C. ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Sublease for 119 International Drive at Pease International Tradeport on December 20, 1999 (the "Sublease"), including the premises now defined as 15/19 Rye Street, Pease International Tradeport.

B. Section 19.3 of the Sublease states that Lessor shall not unreasonably withhold its consent to sublease if:

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

C. Lessee has requested authorization to sublease approximately **2,285 square feet (Suite #307)** within the Leased Premises at **15 Rye Street** to EOFLOW, Inc. ("EOFLOW"), a qualified New Hampshire business.

D. The proposed sublease to **EOFLOW** is for general office use and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **EOFLOW** for approximately **2,285 square feet** within the Leased Premises.

2. Upon execution of the sublease with **EOFLOW**, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **EOFLOW**.

3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 9th day of February 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: Paul E. Brean
Paul E. Brean, Executive Director

AGREED AND ACCEPTED

119 INTERNATIONAL DRIVE, LLC

Date

By: Daniel J. Summer
Its: Co-Manager

EXHIBIT A

SUBLEASE

SUBLEASE

BETWEEN

119 INTERNATIONAL DRIVE, L.L.C.

AS

"SUBLESSOR"

AND

EOFLOW, INC.

AS

"SUBLESSEE"

15 RYE STREET

SUITE #307

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF December 17, 2020

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director *P.E.B.*

Date: March 9, 2021

Re: Sublease between Cinthesys Real Estate Management LLC and Bauer Hockey, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on September 9, 1998, I am pleased to report that PDA has approved a sublease at 68 New Hampshire Avenue between Cinthesys Real Estate Management LLC for the following tenant:

- A. Tenant: Bauer Hockey, LLC
Space: 5,000 square feet at 68 New Hampshire Avenue
Use: Dead Storage of its Marketing Materials and No Other Uses
Term: Two (2) years and three (3) months Commencing February 1, 2021

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

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

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

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

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to Cinthesys Real Estate Management LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 68 New Hampshire Avenue at Pease International Tradeport on September 9, 1998 (the "Lease").

B. Section 19.3 of the Lease states that Lessor shall not unreasonably withhold its consent to sublease if:

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

C. Lessee has requested authorization to sublease approximately 5,000 square feet within the Leased Premises at 68 New Hampshire Avenue to Bauer Hockey, LLC ("Sublessee"), a Delaware limited liability company authorized to do business in New Hampshire.

D. The proposed sublease to Bauer Hockey, LLC is for dead storage of its marketing materials and no other uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Bauer Hockey, LLC for approximately 5,000 square feet within the Leased Premises.

2. Upon execution of the sublease with Bauer Hockey, LLC, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for Bauer Hockey, LLC.

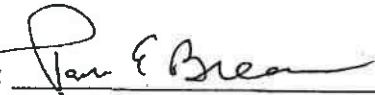
3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

JK

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 3rd day of March, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Paul E. Brean, Executive Director

AGREED AND ACCEPTED

CINTHESYS REAL ESTATE
MANAGEMENT LLC

02/09/2021
Date

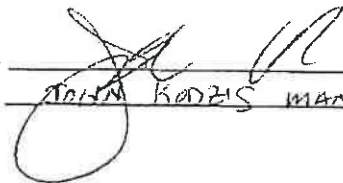
By: 
Its: John Kobis, Manager

EXHIBIT A

SUBLEASED PREMISES

SUBLEASE

THIS SUBLEASE ("Sublease") is made by and between **Cinthesys Real Estate Management LLC**, a New Hampshire limited liability company ("Sublessor") and **Bauer Hockey, LLC**, a Delaware limited liability company ("Sublessee"). (Sublessor and Sublessee may be referred to jointly as the "Parties.")

RECITALS

A. Sublessor is the Sublessee in a Sublease dated September 9, 1998, as subsequently amended, with the Pease Development Authority ("PDA"), an agency of the State of New Hampshire established pursuant to RSA ch 12-G for certain premises located at the Pease International Tradeport in Portsmouth, New Hampshire described as follows: 68 New Hampshire Ave., Pease International Tradeport. A copy of the Sublease is attached hereto as Exhibit 1 (the "Primary Sublease"). PDA holds title to the premises under a series of documents hereinafter referred to as the "Primary Lease."

B. Sublessor is a limited liability company duly organized and existing under the laws of New Hampshire with a principal place of business c/o IPSUMM 68 New Hampshire Ave Portsmouth, New Hampshire, and is qualified to do business in the State of New Hampshire.

C. Sublessee is a limited liability company duly organized and existing under the laws of Delaware with a principal place of business at 100 Domain Drive, Exeter, New Hampshire and is qualified to do business in the State of New Hampshire.

D. Sublessor desires to sublease to the Sublessee a portion of the premises, as hereinafter described, and the Sublessee desires to sublease such premises upon the terms and conditions described herein.

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

ARTICLE 1.

PREMISES

1.1. Description of Subleased Premises

Sublessor, for and in consideration of the rents and covenants herein specified to be paid and performed by Sublessee, hereby leases to Sublessee, and Sublessee hereby hires from Sublessor, the premises described generally below, and more particularly on the plan attached as Exhibit 1 (the "Subleased Premises" or the "Premises"):

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Contract Reports
DATE: March 3, 2021

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

1. Project Name: PDA Website Update
PDA Obligation: \$4,875.00
Summary: Update the PDA website to optimize user experience; prioritize flight arrival and departure information; Update "News and Events" section to promote Facebook; Create new Careers page; design and develop new "Policies and Procedures" link to promote information (Lost and Found Policy; Drone Information and Policy; Badging Office Info., etc.)
2. Project Name: Pease Golf Course Website Update
PDA Obligation: \$9,875.00
Board Authority: Director Ferrini on February 5, 2021
Summary: Website refresh for the Pease Golf Course
3. Project Name: Pease Golf Course Sandwich / Salad Unit
PDA Obligation: \$2,762.00
Summary: Replacement of Bev-Aire Sandwich / Salad Unit purchased in 2011

MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a contract with Turf Products LLC to purchase a Toro Groundmaster, 4500-D (T4) large rough mower with universal sunshade, golf ball guard, and golf netting mounting bracket for use at the PDA Golf Course for a purchase price of \$69,440.41, as outlined in the memorandum from Scott DeVito, PGA General Manager dated March 2, 2021 attached hereto.

Furthermore, in accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement for said purchase as follows:

- Turf Products, LLC is the only New England area authorized Toro golf products distributor and, as such, the Golf Course has only received bids from Turf Products the last several replacement cycles.
- Turf Products, LLC extends their Government Services Administration pricing to the PDA.
- Both current large rough mowers are Toro machines and the purchase of the new Toro equipment will allow use of an estimated \$6,000 - \$8,000 of replacement parts currently in inventory, as Toro designs its equipment to use common parts compatible with other Toro units.
- Staff is trained to maintain and repair Toro equipment.
- The new Toro rough mower will be Tier 4 emissions compliant.

Note: This motion requires 5 affirmative votes. ROLL CALL Vote Required.

MEMORANDUM

To: Paul E. Brean, Executive Director *PaB*

From: Scott DeVito, PGA General Manager *SDV*

Date: March 2, 2021

Subject: Request to waive the RFP process to purchase a Toro large rough mower

This is a request to waive the RFP process to purchase a Toro Groundmaster, 4500-D (T4) large rough mower with universal sunshade, golf ball guard, and golf netting mounting bracket, from Turf Products LLC, 157 Moody Road, Enfield, CT 06082, for a purchase price of \$69,440.41.

To maintain the 55 acres of rough on the 27 holes, the operation requires having two primary rough mowers. These rough mowers are used every day during the season as part of the turf maintenance program. Primary rough is cut a minimum of twice/week. During heavy growth periods cutting primary rough increases to three times per week. Mowers are also use for common areas such as the driving range and parking lot. These machines average 5-6 hours per day of use during the main part of the season.

The lifespan of these mowers range from 5-10 years, or approximately 2,000 hours of running time.

Justification for the waiver of the RFP process includes the following:

- Turf Products, LLC is the only New England area authorized Toro golf products distributor and, as such, the Golf Course has only received bids from Turf Products the last several replacement cycles.
- Turf Products, LLC extends their Government Services Administration pricing to the PDA.
- Both current large rough mowers are Toro machines.
- Staff is all trained and very familiar with operating Toro machines.
- Prior Toro machines have been very reliable, and can operate anywhere on the property.
- The purchase of the Toro equipment will allow use of an estimated \$6,000-\$8,000 of replacement parts currently in inventory.
- Toro designs all their equipment to use common parts; rollers, bearings, and blades are all compatible with other Toro units. As such, common parts are also shared with the two smaller Toro rough units in use at the golf course.

- Golf course equipment manager and staff would need to be trained to use and repair any other brand purchased.
- New Toro rough mower will be Tier 4 emissions compliant.

Funds for the large rough mower will come from the Golf Course FY2021 capital budget. Please seek Board approval to waive the RFP process and to enter into a contract with Turf Products for the purchase of the specified Toro equipment.

Thank you for your consideration.



turf products

QUOTE

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 243-4355 • FAX: (860) 763-5550

Prepared For: EJ Chea
Pease Golf Course
200 Grafton Dr
Newington, NH 03801-7151 United States

Ship To: Pease GC GM4500D
Quote Number: Q65348
Quoted Date: 01/19/2021
Prepared By: Jeffrey Brooks
jbrooks@turfproductscorp.com
603-860-6839

Price Base GSA State & Federal Contract

Qty	Model #	Description	Award	Extended
1	30885	Groundsmaster 4500	\$69,440.41	\$69,440.41
1	30671	Universal Sunshade, Red		
1	31529	4WD Flow Divider Kit		
1	137-1392	Golf Netting Mounting Bracket		
1	03614	Operator Golf Ball Guard		

Toro Total:	\$69,440.41
Non - Toro Total:	\$0.00
Set Up:	\$0.00
Freight:	\$0.00
Trade Ins:	(\$0.00)
State Sales Tax:	\$0.00
Total Price:	\$69,440.41

MOTION

Director Anderson:

The Pease Development Authority ("PDA") Board of Directors hereby approves of and authorizes the Executive Director to enter into an agreement with Country Club Enterprises of Wareham, MA for the purchase of two (2) Club Car Carryall 502 utility cars for use by the PDA Golf Maintenance Department in a total amount not to exceed \$19,500; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated March 2, 2021 attached hereto.

Note: ROLL CALL Vote Required.

MEMORANDUM

To: Paul Brean, Executive Director *PB*

From: Scott DeVito, PGA General Manager *SD*

Date: March 2, 2021

Subject: Request to purchase Two Utility Golf Cars

This is a request to purchase two (2) Club Car Carryall 502 utility cars from Country Club Enterprises, 2 Express Drive, Unit D, Wareham, MA 02571, for a total price of \$19,500.00 delivered to Pease Golf Course. The utility golf cars are used on a daily basis in the golf course maintenance department. The funds have been scheduled in the FY2021 golf course capital plan. The purchase was over \$10,000 so the golf course went through the formal requests for bid process. There were three (3) companies that submitted bids as outlined.

- Turf Products \$20,772.42
- Five Star Golf Cars \$21,900.00
- Country Club Enterprises \$19,500.00

Country Club Enterprises was the lowest qualified bid, and has provided equipment to Pease Golf Course through the bidding process in prior seasons. Equipment is due to be delivered by April 30, 2021 for the start of the 2021.

Thank you for your consideration.

PEASE DEVELOPMENT AUTHORITY
PEASE GOLF COURSE
PORTSMOUTH, NEW HAMPSHIRE

BID PROPOSAL FORM

YEAR 2021 Two (2) Gas Utility Carts:

Total Bid Two (2) Gas Utility Carts/Delivery/Instructions/Warranty:

Cart Brand and Model: Club Car Carryall 502 Gasoline

Price in Figures \$ 19,500 Price in Words \$ Nineteen Thousand Five Hundred

By submitting the bid above, Bidder certifies the Carts/Deliver/Instructions/Warranty satisfy the requirements of the Technical Specifications.

40 approximate number of days from award that delivery will be made.

DELIVERY OF UTILITY CART: Bidder must state approximate number of days from award that delivery will be made. Must be no later than May 1, 2021. **Bidder must deliver Gas Utility Cart to the Pease Golf Course, 200 Grafton Road, Portsmouth, New Hampshire. Bidder must pre-schedule the delivery date with the General Manager of the Golf Course.**

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidder's specifications and agrees to the terms and conditions set forth herein. Bidder understands that the bid price shall include delivery FOB to the address identified in the bid documents.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by Authorized Agent:

Jan Bibeau (Territory Manager)
(Print Name & Title)

Signature: _____
Date: 2/10/21

Company: Country Club Enterprises, LLC

Address: 2 Express Drive Unit D

City/State/Zip: Wareham, MA 02571

E-mail address: rbibeu@ccegdfcars.com

Telephone: 207-450-3402

Fax: _____



CERTIFICATE OF LIABILITY INSURANCE

COUNT-1 OP ID: NN

DATE (MM/DD/YYYY)
02/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterContinental Insurance Brokers, LLC 70 Federal Street, Suite 300A Boston, MA 02110-2202 Bruce A. Carter	CONTACT NAME: Nancy O'Connor PHONE (A/C, No, Ext): 617-648-5103 FAX (A/C, No): 617-426-1015 E-MAIL ADDRESS: noconnor@intercobrokers.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Country Club Enterprises, LLC 2D Express Drive Wareham, MA 02571	INSURER A: Citizens Insurance Company NAIC # 31534	
	INSURER B: Massachusetts Bay Insurance Co 22306	
	INSURER C: The Hanover Insurance Co. 22292	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			ZBNA10145200	09/04/2020	09/04/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			ADNA086484	09/04/2020	09/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHNA10145300	09/04/2020	09/04/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WHNA665157	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER Pease Development Authority c/o Pease Development Corp Attn: Golf Course 55 International Drive Portsmouth, NH 03801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MOTION

Director Ferrini:

The Pease Development Authority ("PDA") Board of Directors hereby approves of and authorizes the Pease Golf Course to negotiate and execute an addendum to the Five Star Golf Cars and Utility Vehicles ("Five Star") contract for an additional twenty (20) golf cars for the 2021 Season (April 23 through October 11) at an amount not to exceed \$35,993.20; and to implement a \$10 per round surcharge, on top of the daily golf car rental rates, for players requesting an individual golf car; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated March 10, 2021 attached hereto.

NOTE: ROLL CALL Vote Required.

N:\RESOLVES\2021\Golf - Additional Cars & Surcharge to Car Fee 3-18-21.docx

MEMORANDUM

To: Paul Brean, Executive Director *JB*

From: Scott DeVito, PGA General Manager *SD*

Date: March 10, 2021

Subject: Rental of additional golf cars, and surcharge for single riders

This is a request to rent an additional 20 golf cars from Five Star Golf Cars of Laconia for the 2021 golf season in order to accommodate expected requests from players to ride in their own cart while we are operating 27 golf holes. This is also a proposal to add an individual cart surcharge to offset the increased costs for individual cars.

Prior to 2020 and the onset of the COVID-19 virus, standard golf industry practice was to provide one golf cart for every two players (two riding carts for four players, and one cart for two players.) When the players checked in to start their round, they would often be paired up with another player in a golf car regardless of whether they had come together to play, or were strangers paired up to start a round.

In May of 2020, NH Golf COVID guidelines only allowed a single player per car unless those players resided in the same household. To accommodate this requirement, daily course practice changed, and Pease began to allow individual cars, up to four riding cars per four players. To meet demand, the golf course requested pricing from the New England golf car rental companies and Pease entered into an agreement with Country Club Enterprises to have 40 extra carts for the majority of the 2020 season. Total costs to the golf course for the extra rental cars was approximately \$36,500.00 in 2020. Both the 9 and 18 hole cart fee for every player was increased by \$1.00 to assist in offsetting those costs. At the end of the 2020 season, the NH Golf COVID guidelines changed and golf course operators were allowed to go back to the standard operations of one golf car for every two players.

Despite what the guidelines permit, as we began to prepare for the 2021 golf season over the winter it became clear to staff that players will likely request to continue the practice of riding in their own golf cart as they did in through the 2020 season. As a result, the current golf course fleet of 90 cars will not be able to meet this anticipated demand with 27 holes in operation. To

address this need, the course will require 20 additional carts for the time staff anticipates full operation of all 27 holes (Friday, April 23 through Monday, October 11).

In light of the foregoing, staff requested pricing from the three New England companies that provide this type of rental golf car. Northeast Golf responded they did not have any cars available this season. Country Club Enterprises did not respond after multiple attempts for availability and pricing. Five Star Golf Cars, 1165 Union Avenue, Laconia, NH 03246, the golf course's regular golf car supplier for the upcoming season, was able to provide 20 additional cars for the required dates for a total cost of \$35,993.20.

In order to cover the cost of these additional cars, the course would like to institute a \$10 surcharge for players requesting their own cart when playing 9 or 18 holes. The 2021 Pease Golf Course daily golf car rental rates is \$15 per player for 9 holes and \$20 for an 18 hole round. The additional \$10 surcharge would only be for players requesting an individual car. In 2020 the daily expense per rental cart was a low \$5.85, as golf facilities opened at different times and eliminated larger outings, forcing golf car rental companies to scramble to rent their fleets. For 2021, however, the daily expense has nearly doubled to \$10.25 as demand has returned to pre-COVID levels. A surcharge is not unusual for golf courses in the region. Golf course staff has validated that other facilities are instituting similar surcharges. Additionally, some facilities have doubled their price for the 9 or 18 hole individual riding cart fee and others are not allowing single riders at all.

As such, at the Board's March 18, 2021 meeting, I ask that you seek Board authorization to amend our agreement with Five Star Golf Cars to rent an additional 20 golf cars, consistent with the above, and permit a \$10 surcharge for those requesting individual golf cars, for the upcoming golf season.

Thank you for your consideration in this matter.



MOTION

Director Levesque:

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

1. Authorize the paving of Lowery Lane to be done under the current Pike Industries contract for an estimated amount of \$300,000 (the exact amount will be based on the actual quantity of pavement);
2. Accept FAA AIP funding and associated NH Department of Transportation funding, anticipated to cover 90% and 5% respectively of the project costs, when the grant becomes available later in the year, with PDA's contribution constituting the remaining 5% share; and
3. Execute any and all documents necessary to use funds (estimated to be \$300,000) to complete the work in accordance with the proposed schedule.

all in accordance with the memoranda from Maria Stowell, Engineering Manager dated March 4, 2021.

Note: ROLL CALL Vote Required.



MEMORANDUM

To: Paul E. Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: March 4, 2021
Subject: AIP Grant to Resurface the Airport Perimeter Road (aka Lowery Lane)

Lowery Lane is an approximately 21,000 feet long road that traverses the north, west and south perimeter of the airfield. (See attached sketch.) Some sections of Lowery Lane are covered with failed pavement, but most of the surface is compacted gravel that ruts and requires frequent maintenance. The road is used daily by FAA personnel to access nav aids and is available for emergency vehicles if needed. PDA Airport Operations and Maintenance Departments also use the road multiple times a day, although this alone would not make road improvements eligible for Airport Improvement Program ("AIP") funding.

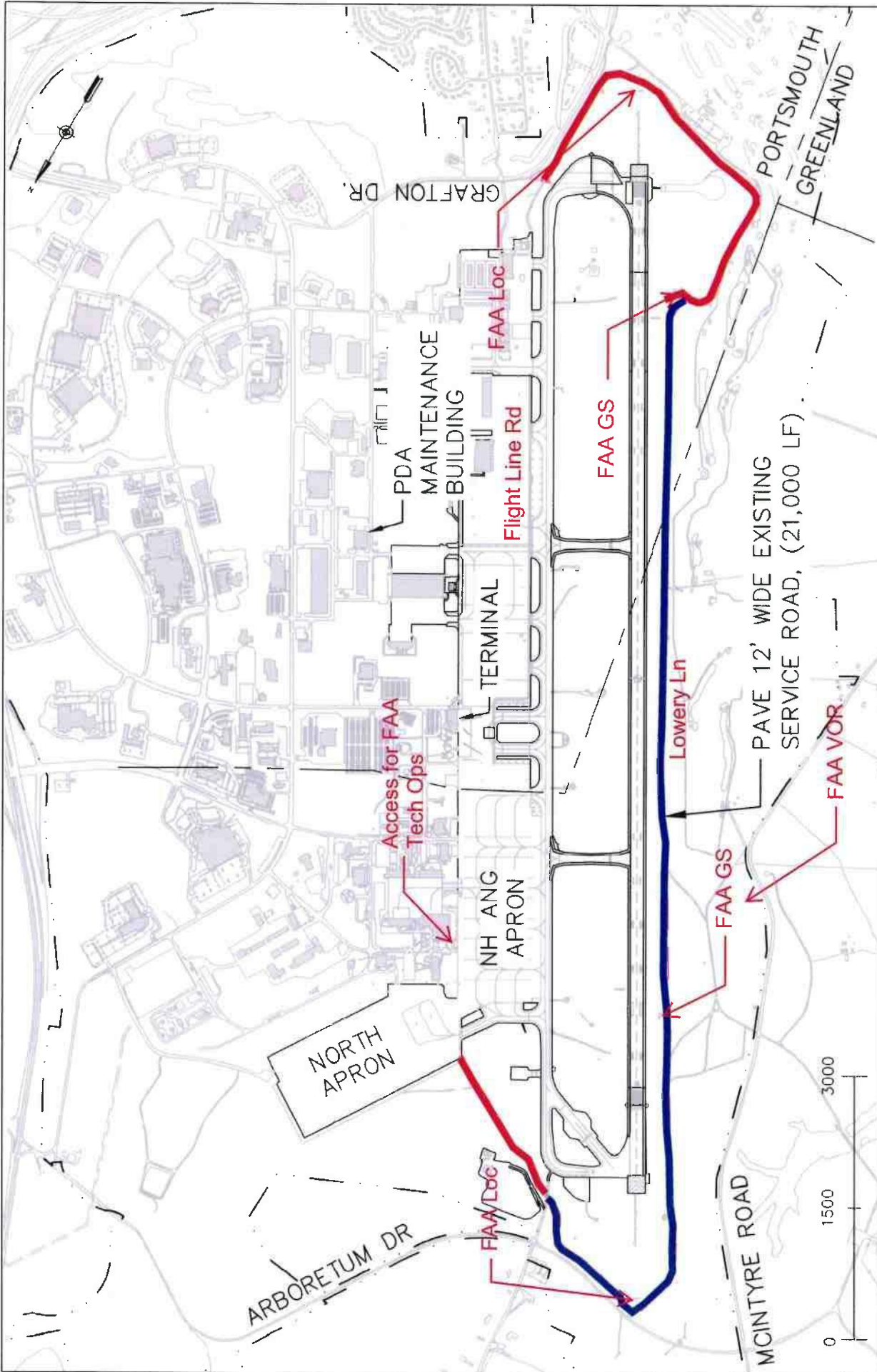
Pike Industries, the contractor for the runway reconstruction project, will return in the spring to complete the punch list items for runway work and to complete the reconstruction of taxiways "B" and "C." Based on the unit costs submitted with its runway bid, Pike could pave Lowery Lane for a cost of approximately \$300,000. Staff is proposing to submit the Lowery Lane resurfacing project to FAA for FY2021 AIP funding, using the existing Pike runway contract to accomplish the work. FAA will consider the perimeter road as a standalone project and has agreed that the price in the existing contract is competitive and will not require a re-bid.

As stated, Pike will be returning in the spring to complete other work at the Airport and has conditioned its Lowery Lane pavement price on conducting all work concurrently in spring and early summer. FAA typically issues grant offers in the month of July and they become final in August or September. Consequently, to proceed with the paving as proposed, PDA would need to authorize and pay for the work prior to receiving the AIP grant.

PSM will receive \$1,000,000 in entitlement funding for FY2021 to be used on desired projects, provided those projects meet eligibility requirements. FAA has programmed the perimeter road project, demonstrating that it is eligible, and we anticipate that the work will be funded with the documentation following the typical schedule. Should PDA wait for a grant before allowing any of the work, we would need to prepare project documents, advertise, re-bid, and would, in all likelihood, pay a much higher pavement cost. The proposed approach will result in significant savings.

In order to proceed with the Lowery Lane resurfacing as presented, please seek Board approval this month to:

1. Authorize the Lowery Lane paving to be done under the current Pike Industries contract for an estimated amount of \$300,000 (the exact amount will be based on the actual quantity of pavement);
2. Accept FAA AIP funding and associated NH Department of Transportation funding, anticipated to cover 90% and 5% respectively of the project costs, when the grant becomes available later in the year. PDA's contribution would be the remaining 5% share;
3. Execute any and all documents necessary to use funds (estimated to be \$300,000) to complete the work in accordance with the proposed schedule.



150 Dow Street
 Manchester, NH 03101-1227
 Tel 603-669-5555
 Fax 603-669-4168
 Web Page www.hoyletanner.com
 Hoyle Tanner & Associates © 2020

HoyleTanner
 Associates, Inc.

CHKD. BY TJA	DR. BY JLC	DES. BY TJA	DATE: NOV 2020	SCALE: AS SHOWN
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PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
 PORTSMOUTH, NEW HAMPSHIRE

FIGURE

PAVE 12' WIDE EXISTING SERVICE ROAD

1

MOTION

Director Loughlin:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to negotiate and enter into an air service agreement with Daniel Fortnam for a period of three (3) years commencing April 1, 2021 through March 31, 2024, with two (2) one year options exercisable at the discretion of the Executive Director; all in accordance with the memorandum of Andrew B. Pomeroy, Manager, Aviation Planning and Regulatory Compliance, dated March 8, 2021 attached hereto.

In accordance, with the provisions of RSA 12-G:8, VIII the Board waives the RFP requirement based upon the following justification:

- A. Daniel Fortnam has a long history representing Portsmouth International Airport at Pease (“PSM”), and has very well established relationships with Allegiant Airlines and other service providers; he is an independent and cost effective consultant known through the industry as the Air Service Development representative to Pease.

**NOTE: This motion requires 5 affirmative votes.
ROLL CALL Vote Required.**

MEMORANDUM

To: Paul Brean, C.M., Executive Director *lab*

From: Andrew B. Pomeroy, C.M., Manager, Aviation Planning and Regulatory Compliance *ab*

Re: Extension and Revision of Air Development Consulting Service Agreement.

Date: March 8, 2021

The PDA and Daniel Fortnam have been parties to an Air Service Development Agreement for ten years dating back to January 11, 2011. Daniel's connections to Pease began during his time working with Pan Am, when it had a presence in Portsmouth. Due to the volatility of the airline industry at the time, the PDA limited these agreements to a six month period, with six month renewal options. The current agreement is set to expire March 31, 2021.

With Daniel's assistance, service has grown at Portsmouth from the re-introduction of Allegiant Air service in 2013 as a seasonal airline bringing Pease 2,278 passenger enplanements that season, to year round service to Sanford and Punta Gorda, Florida, along with other seasonal destinations, bringing Pease 61,000 passenger enplanements in 2019. Service continued through the pandemic, and Allegiant has further demonstrated its stability and commitment to Portsmouth by announcing two new destinations this summer season, with flights to Nashville, Tennessee and St. Petersburg, Florida.

With the continued growth of Allegiant Air and the prospect of additional service providers on the horizon, the Airport would benefit from a longer term contract with Daniel Fortnam, similar to other consulting contracts. Such an agreement would also enable Dan to plan on a longer time horizon.

As such, the Airport seeks a more stable, longer term agreement, transitioning from the six (6) month renewal model to a three (3) year consulting agreement with two, one (1) year options to extend. The new agreement would do away with the enplanement and landed weight commissions in favor of a flat rate with an annual increase of 2% per year for the second and third years. The parties would have to mutually agree upon the rate for any option year. The first year of the agreement would be based on a fee of \$2,500.00 per month (\$30,000.00 annual fee), which PDA staff believes is a very competitive rate for the services provided.

In accordance with the provisions of RSA 12-G:8 VIII, the Airport seeks Board approval to waive the conventional RFQ process as Daniel Fortnam has a long history representing Portsmouth International Airport at Pease, and has very well established relationships with Allegiant Airlines and other service providers. Daniel is an independent and cost effective consultant known through the industry as the Air Service Development representative to Pease.

In an effort to keep the PDA's airport momentum going forward, I request that at the March Board Meeting you seek PDA Board Approval to finalize and execute an air service agreement with Daniel Fortnam consistent with the above mentioned rates and terms, to commence on April 1st, 2021 through March 31, 2024, with two (2), one year options to renew.



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Signage Report
DATE: March 9, 2021

In accordance with the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" PDA reports as follows:

- 1. Entity: 200 International Limited Partnership
- Location: 180 International Drive
- Summary: Change out of the Medtronic signs and replacing them with in-kind signs that identify Laborie. Renderings are attached depicting the proposed minor signage changes referenced above.

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted regarding the sign change on March 4, 2021.



MEMORANDUM

To: Paul Brean, Executive Director *PEB*

From: Maria J. Stowell, P.E., Engineering Manager *Maria*

Date: March 4, 2021

Subject: Sign Revision Report for Laborie at 180 International Drive

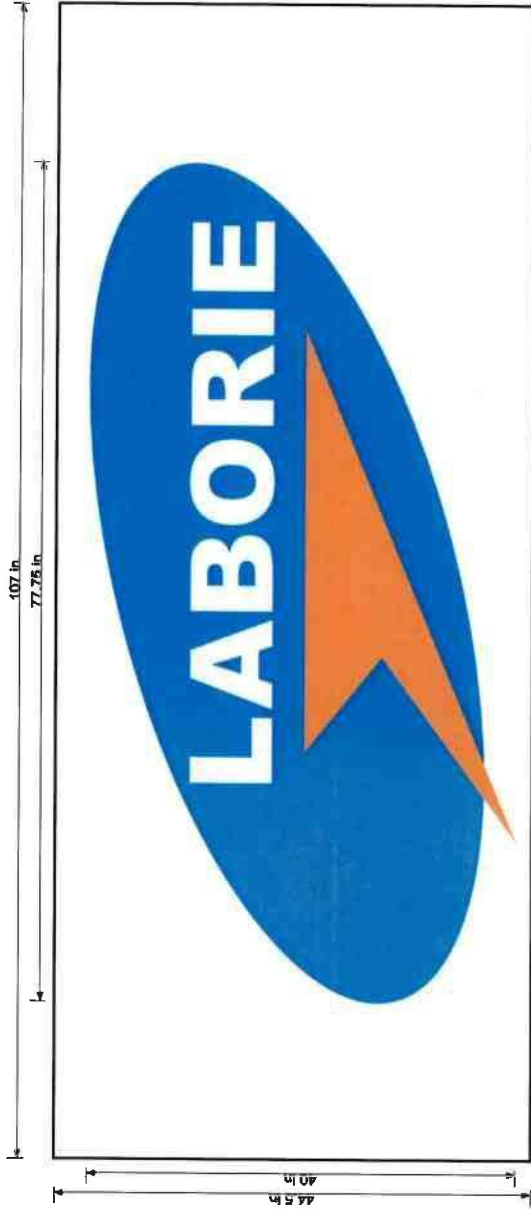
In accordance with your authority under the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the Board on June 20, 2005, I am reporting the following:

200 International, LP is requesting to modify the signage at 180 International Drive. Their new tenant Laborie has designed new signs which will reflect their company name and logo and will be using the same monument sign base at the entrance and the same area on the building façade used by the previous tenant. Laborie has contracted a sign vendor to fabricate new signs to install in these same areas. The new building facade sign will be halo lit and the entrance sign will consist of decals applied to the existing sign face. The total sign area falls within the 200 square foot maximum.

This sign revision meets the all of the following conditions:

1. Required for maintenance and a revision to sign graphics reflecting a change in tenancy.
2. No substantive change in size or style of the sign.
3. Consistent with the terms and conditions of the original sign approval.
4. All other conditions of the PDA Land Use Controls are satisfied.

Director Loughlin has reviewed the sign revisions and has given his approval. At this month's Board meeting, please report the revisions to the Laborie signage.



Visible Opening Shown
 x2. Full color, laminated translucent decal
 Applied to existing white acrylic face of sign



REVISION:
 All orders under \$250 include 1 revision only.
 All orders over \$250 include 3 revisions only.
 Additional revisions will be charged at \$25 per revision.

PLEASE NOTE:
 Designs are NOT actual size and color may vary depending on printer and/or monitor

02/12/2021

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

RETURN SIGNED TO: carrie@portsmouthsign.com

I authorize fabrication according to this approval.

SIGNATURE: _____

Date: _____

©COPYRIGHT 2020, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only

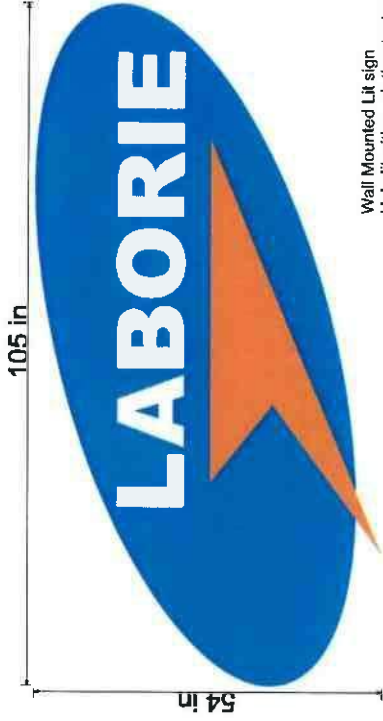
Qty: SS DS

Materials: Background Color: _____

Vinyl Color: HP Int

Other: _____





Wall Mounted Lit sign
Halo lit with push thru text and "swish"



Profile view 3D



REVISION:
All orders under \$250 include 1 revision only.
All orders over \$250 include 3 revisions only.
Additional revisions will be charged at \$25 per revision.

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

02/12/2021
I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order.
I authorize fabrication according to this approval.

RETURN SIGNED TO: carrie@portsmouthsign.com

SIGNATURE: _____

Date: _____

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Shop Use Only

Qty: SS DS

Materials: Background Color:

Vinyl Color: HP Int

Other:



Memorandum

To: Paul Brean, Executive Director *PFB*

From: Sandra McDonough, Airport Community Liaison *SM*

Date: 3/5/2021

Subj: Noise Report for January and February 2021

The Portsmouth International Airport at Pease did not receive any noise inquiries in January and February, 2021. Both the noise phone line and the website noise submission form were tested and found to be operational.

MOTION

Director Fournier:

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

1. Expend funds in the amount of **\$20,851.00** for legal services rendered to the Pease Development Authority:

Sheehan Phinney Bass & Green

December 1, 2020 – December 31, 2020 (for Tradeport General Representation)	\$ 870.00
December 1, 2020 – December 31, 2020 (for Ports & Harbors Matters)	\$ 319.00
December 1, 2020 – December 31, 2020 (in support of MS4 and CLF settlement implementation)	\$12,035.00
January 1, 2021 – January 31, 2021 (in support of MS4 and CLF settlement implementation)	<u>\$ 7,627.00</u>
Total	<u>\$20,851.00</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: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 356252

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$870.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$870.00

TOTAL BALANCE DUE:	\$870.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relating to Port Operations

CLIENT/CASE NO. 14713-16200

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$319.00

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$319.00

BALANCE DUE: \$319.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 356524

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$12,035.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$12,035.00

BALANCE DUE:	\$12,035.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$7,627.00

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$7,627.00

BALANCE DUE: \$7,627.00

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... \$ _____



MOTION

Director Anderson:

The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to use unmatched marketing funds, not to exceed \$100,000, specifically for air service route development and to expend said funds for the purpose of promoting Allegiant Airline's air passenger service from Portsmouth to Nashville, TN and Clearwater, FL; all in accordance with the memorandum of Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance, dated March 9, 2021 attached hereto.

Note: ROLL CALL Vote Required

MEMORANDUM

To: Paul E. Brean, Executive Director *fab*

From: Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance *AP*

Date: March 9, 2021

Re: Allegiant Airlines, Marketing Funds for New Air Service

Historically, PDA and Allegiant have entered into co-marketing agreements to promote Allegiant's air service at PSM. Additionally in an effort to gain further traction in developing air service to and from PSM, PDA has elected to market the airport and air service using its own funds above and beyond the funds allocated for co-marketing. These efforts have borne fruit.

The co-marketing program was established at the onset of Allegiant's introductory seasonal service in fall 2012. A 50/50 cost sharing collaborative between PDA and Allegiant was established to provide "skin in the game" from the airline as a safeguard for airport marketing funds. Since 2012, Allegiant service at PSM has matured from seasonal service to year round routes serving Sanford, FL ("SFB") and Punta Gorda, FL ("PGD"). Allegiant's decade long presence at PSM has resulted in 500,000 passengers using the airport.

In 2020 the global pandemic drastically interrupted the aviation industry and commercial airline service was altered throughout the world. The financial impact of COVID-19 to the airline industry and Allegiant has been staggering. During this tumultuous time Allegiant continued year round service at PSM to SFB and PGD and has recently announced two new seasonal routes to Nashville, TN ("BNA") and Clearwater, FL ("PIE"). The fact Allegiant has dedicated aircraft and flight crew resources to operate additional flights during the pandemic bodes well for their continued presence at PSM. Industry insight will acknowledge the expense associated with dedicating aircraft and crew resources to operate a route quantifies "skin in the game."

In connection with the new service announcements, Allegiant has asked PDA to allocate its own funds towards marketing Allegiant's new routes. The marketing campaign would be managed by Allegiant with financial support from PSM. The basis for the request is that Allegiant would like to promote the service with price point advertisements, something which PDA cannot do as PDA cannot not refer to specific air fare rates and the availability of such rates. The ads which Allegiant will release will promote both new routes and will correspondingly promote PSM.

PDA currently budgets \$200,000 for general marketing funds and an additional \$100,000 specifically for air service route development. To address the financial impact of COVID-19 the use of marketing funds was limited in FY21 and the majority of allocated funds are currently available. The PDA is now in a financial position to utilize these funds in support of the newly announced routes.

At the March 18, 2021, meeting of the Board of Directors, please request authorization to use unmatched marketing funds not to exceed \$100,000 for the purpose of promoting new air service.

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to accept Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA) Grant(s) for which Portsmouth International and Skyhaven Airports are or may become eligible. This approval includes the authority to execute any and all documents necessary or appropriate to accept the CRRSA Grant(s) on an expedited basis and to use said grants for any purpose for which airport revenues may be lawfully used, in accordance with the FAA’s Policy and Procedures Concerning the Use of Airport Revenues.

NOTE: ROLL CALL Vote Required.

N:\RESOLVES\2021\CARES II Grant 3-18-21.docx



Federal Aviation Administration

Airport Coronavirus Response Grant Program Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$2 billion in grants for airports under the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA).

The Federal Aviation Administration (FAA) has additional information for airport sponsors concerning COVID-19 available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and FAA will not rely on it as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

In addition to these grants, FAA is administering approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. For information on CARES Act funding, please visit https://www.faa.gov/airports/cares_act/.

For questions related to either the CARES or CRRSA programs, please email CARESAirports@faa.gov.

This update adds new questions Q-GA17 and Q-CR8 through Q-CR15. This update makes substantial edits to questions Q-CR1, Q-CR2, Q-CR4, Q-CR5, and Q-CR7. This update also includes clarifying edits to questions Q4, Q-F1, Q-F2, Q-GA1, Q-GA2, Q-I1, Q-E1, Q-SB5, and Q-CR3.

These FAQs will be updated periodically.

Subjects Addressed Below

General Questions 2
 Questions of Allocation of Funds 4
 Questions on Use of Funds 6
 Questions on Grant Application and Agreement 10
 Questions on Invoicing and Payments 13
 Questions on Grant Closeout 16
 Questions on Environmental Review 17
 Questions on Administration under the State Block Grant Program 18
 Questions on Funding for Airports in the FAA Contract Tower Program 20
 Questions on Funding for Concession Relief 21
 Questions on Workforce Retention 27

General Questions

Q1: How does the Coronavirus Response and Relief Supplemental Appropriation Act benefit airports and airport concessions?

A: On December 27, 2020, the President signed the Consolidated Appropriations Act, 2021. Division M of that Act is the Coronavirus Response and Relief Supplemental Appropriation Act, 2021 (CRRSA). Title IV of CRRSA provides approximately \$2 billion in economic relief to airports to prevent, prepare for, and respond to the COVID-19 pandemic, including relief from rent and minimum annual guarantees (MAG) for eligible airport concessions at primary airports.

Q2: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury’s General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 pandemic. FAA’s Office of Airports will administer these grant funds to airport sponsors.

Q3: Who is eligible to receive funding under CRRSA?

A: CRRSA funds are available to most sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA’s current National Plan of Integrated Airport Systems (NPIAS).

A portion of the funds available under CRRSA is for the Small Community Air Service Development Program (SCASDP), which is administered by the Office of the Secretary of Transportation (OST). More information about SCASDP can be found at <https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>.

- Q4: Are any airport sponsors not eligible to receive funding under CRRSA?**
A: CRRSA prohibits funding for any airport that was allocated more than four times its annual operating expenses under the CARES Act (Public Law 116-136). FAA used airports' reported fiscal year (FY) 2018 operating expenses to determine allocations. This prohibition affects 31 airports, and their respective CRRSA allocations will be zero when FAA announces award allocations.
- Q5: What is the period of availability for FAA to obligate CRRSA funding?**
A: Funds are available until September 30, 2021, and must be obligated by that date. FAA intends to award grants and obligate these funds on an expedited basis.
- Q6: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for the Airport Coronavirus Response Grant Program?**
A: No. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under CRRSA.
- Q7: Are airports in U.S. territories eligible for the Airport Coronavirus Response Grant Program?**
A: Yes. CRRSA states only sponsors of airports in categories defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.
- Q8: Can an airport sponsor use the Airport Coronavirus Response Grant Program funding and funding from other Federal programs to pay for expenses related to the COVID-19 pandemic?**
A: A sponsor may use Airport Coronavirus Response Grant Program grants for airport operating expenses that arise due to the COVID-19 pandemic. FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its grant for expenses that have been reimbursed under another program.

Questions on Allocation of Funds

Q-F1: How will this funding be allocated to airport sponsors?

A: CRRSA divides the \$2 billion funding into four groups by formula that result in specific allocations to each eligible airport. The grants for these four groups are not discretionary. The four groups (not including SCASDP, which is administered by OST) are:

- Primary Commercial Service Airports and Certain Cargo Airports share not less than \$1.75 billion based first on the statutory Airport Improvement Program (AIP) primary and cargo entitlement formulas. However, the \$26-million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations. After allocating based on the statutory entitlement formulas, the remainder is then allocated based on the number of enplanements the airport had in the most recent calendar year of available enplanement data, which is calendar year (CY) 2019, as a percentage of total 2019 enplanements for all primary airports. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- Non-Primary Commercial Service and General Aviation Airports share not less than \$45 million (less the amount allocated for non-primary airports participating in the FAA Contract Tower Program) allocated based on the categories (National, Regional, Local, and Basic) published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand. Sponsors may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.
- Non-Primary Airports Participating in the FAA Contract Tower Program share not less than \$5 million of the \$45 million available to non-primary airports. These funds are divided equally among eligible airports. Sponsors may use these funds to cover lawful expenses to support FAA contract tower operations. More information on the FAA Contract Tower Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faa_contract_tower_program/.
- Primary Commercial Service Airports share not less than \$200 million allocated based on the number of enplanements the airport had in CY 2019 as a percentage of total CY 2019 enplanements for all primary airports. Sponsors may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal airport concessions.

Q-F2: How will FAA handle unallocated funds remaining under the CARES Act?

A: There are some remaining funds under the CARES Act that FAA did not allocate. Additionally, a limited amount of allocated CARES Act funds were declined by eligible airport sponsors. CRRSA requires these funds to be allocated to primary airports based on the most recent calendar year of available data, which is CY 2019, as described in Q-F1. FAA intends to announce the final total of unallocated CARES Act funds and the re-allocation totals in the near future. FAA will work with airport sponsors to make these additional funds available for expenditure.

Q-F3: How did FAA use the NPIAS airport categorization to determine CRRSA allocations for non-primary airport sponsors?

A: Under CRRSA, not less than \$45 million was allocated to non-primary airports based on the categories in the National Plan of Integrated Airport Systems (NPIAS) 2021-2025, issued September 30, 2020, updated to reflect current status for FY 2021. FAA Order 5090.5, Formulation of the NPIAS and ACIP defines the criteria for each category or role.

Q-F4: Why do airports with a NPIAS category of Unclassified not receive an allocation under CRRSA?

A: CRRSA allocates funds for non-primary airports based on the percentage of the aggregate published eligible development costs for each category that is then divided evenly among eligible airports in each category. As documented in the NPIAS 2021-2025, consistent with their role in the national airport system, unclassified airports have no development needs identified through 2025.

Q-F5: Do airport sponsors have to contribute a local match for the Airport Coronavirus Response Grant Program?

A: No. Grants under the Airport Coronavirus Response Grant Program are available at a 100% Federal share.

Q-F6: Will FY 2021 AIP or Supplemental Discretionary grants be made at a 100% share?

A: No. CRRSA did not provide funding to increase the Federal share on FY 2021 AIP or Supplemental Discretionary grants.

Questions on Use of Funds

Q-U1: How can an airport sponsor use Airport Coronavirus Response Grant Program funds?

A: An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Grant recipients should follow FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282). The Revenue Use Policy document provides guidance regarding permitted and prohibited uses of airport revenue. In addition, while CRRSA limits the use of funds to certain stated eligible costs, it states that funds may not be used for any purpose not directly related to the airport. Grant recipients also should review the Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations for clarifying COVID-19 revenue use guidance.

Q-U2: Can Airport Coronavirus Response Grant Program funds be used to reimburse operational expenses?

A: Yes. FAA will reimburse sponsors for operational expenses directly related to the airport incurred on or after January 20, 2020. Operational expenses are those expenses necessary to operate, maintain, and manage an airport. They include expenses such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

Q-U3: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments?

A: Yes. FAA will reimburse sponsors for debt service payments directly related to the airport that are due on or after December 27, 2020, which is the date of enactment of CRRSA.

Q-U4: Can Airport Coronavirus Response Grant Program funds be used to reimburse monthly payments into a debt service reserve fund?

A: Yes. FAA will reimburse sponsors for monthly payments into a debt service reserve fund (also called a debt service sinking fund or similar name), which are directly related to the airport, that are due on or after December 27, 2020, which is the date of enactment of CRRSA. The airport sponsor must ensure that these payments are restricted to only debt service payments. The airport sponsor will submit a detailed invoice summary with its payment request. All documentation of the payment and disbursements must be retained for three years after the grant is closed as required by 2 CFR § 200.334.

Q-U5: Can Airport Coronavirus Response Grant Program funds be used for new airport development on the airport?

A: Yes. However, there are limitations on the type of development for which the funding can be used. Any development-related costs must be associated with combating the spread of pathogens at the airport. Examples of eligible development would be replacing or upgrading a heating, ventilation, and air conditioning (HVAC) system; reconfiguring the terminal to accommodate increased social distancing; or reconfiguring terminal space or other facilities to accommodate health screening. A sponsor seeking to use the funds for new airport development or construction should contact its local Airports District Office or Airports Regional Office. That office will ensure that such development is consistent with requirements for airport development. The Airports District Office or Airports Regional Office also will assist the airport sponsor with executing a Development Addendum for its intended project.

Q-U6: Can Airport Coronavirus Response Grant Program funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?

A: Yes, provided the prepayment is a *bona fide* transaction where the airport sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.

Q-U7: Can Airport Coronavirus Response Grant Program funds be deposited in the airport sponsor's general reserve account (or invest them for future use)?

A: No. FAA would not be able to ensure a potential future use is a use consistent with CRRSA requirements.

Q-U8: Is there a limit on using Airport Coronavirus Response Grant Program funds for operational expenses?

A: No. An airport sponsor may use all of its awarded funds for allowable airport operational expenses or debt service payments.

Q-U9: Can Airport Coronavirus Response Grant Program funds be used to reimburse for a cost associated with an aeronautical service or product provided by the airport sponsor?

A: Yes, in certain circumstances. Airport Coronavirus Response Grant Program funds are available to reimburse the costs associated with aeronautical products or services offered by the airport sponsor but only when the sponsor certifies it is the only provider of the same product or service at the airport. These services include aviation fuels, equipment, parts, supplies, and facilities for aircraft storage or maintenance. Costs associated with flight training or aviation training are not eligible for reimbursement.

Q-U10: Can Airport Coronavirus Response Grant Program funds be used to reimburse depreciation?

A: No. Depreciation is not an allowable expense under the Airport Coronavirus Response Grant Program. Although depreciation is an allowable operating expense by both the 2 CFR part 200 and the Revenue Use Policy, it does not impact cash flow because the cash or donation was considered at the acquisition of the asset, and the asset could have been financed by long-term debt, Federal grants, current funds, or donation.

Q-U11: Can the Airport Coronavirus Response Grant Program funds be used to reimburse charitable contributions or sponsorships?

A: No. Charitable contributions and sponsorships are not an allowable expense. All reimbursements made under the Airport Coronavirus Response Grant Program must comply with 2 CFR part 200, "Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards." Section 200.434, "Contributions and Donations" states that contributions and donations, including cash, property, and services, are unallowable.

Q-U12: Can Airport Coronavirus Response Grant Program funds be used to reimburse economic development efforts?

A: No. Under CRRSA, funds are available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Economic development does not fall into these categories of eligible costs.

Q-U13: Can Airport Coronavirus Response Grant Program funds be used to reimburse smaller invoices for items such as groceries for snack rooms or meals for airport personnel?

A: As long as the purchases are for purposes eligible under CRRSA (as described in Q-U1) and comply with 2 CFR part 200, including the requirement to document the costs adequately, small purchases are eligible for reimbursement. However, it can be difficult to document that these items are directly related to airport use. Larger invoices directly related to airport use are easier to review and approve.

Q-U14: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC and paid with PFC funds?

A: No. If PFC funds are available, the PFC funds must be used on any approved PFC project. Airport Coronavirus Response Grant Program funds are not available to be deposited into PFC accounts. In accordance with 14 CFR § 158.39, public agencies cannot hold excess PFC funds in reserve for a future use. In addition, the requirements of 14 CFR part 158 apply for any new projects or changes in scope to existing projects.

Q-U15: Can Airport Coronavirus Response Grant Program funds be used to reimburse debt service payments that are backed by an approved PFC?

A: Yes. The airport sponsor may supplement with other airport revenue and submit a request for payment under its grant. The invoice summary should show the amount of debt service paid with PFC collections and the amount paid with non-PFC funds. The airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC, which decreases the total collection or deletes an approved project, to its local Airports District Office or Airports Regional Office.

Q-U16: Can Airport Coronavirus Response Grant Program funds be used to reimburse the defeasement of debt backed by an approved PFC?

A: Yes. The airport sponsor can defease the debt with non-PFC funds and submit a request for payment under its grant. However, the airport sponsor must amend its PFC approval, in accordance with the requirements of 14 CFR § 158.37, to reflect the change. A PFC amendment that decreases the total PFC revenue or deletes an approved project does not require airline consultation nor a public comment period. An airport sponsor can submit a request for payment under its grant at the same time it submits an amendment to an approved PFC to its local Airports District Office or Airports Regional Office.

Questions on Grant Application and Agreement

Q-GA1: Is a grant application required to receive the Airport Coronavirus Response Grant Program funds?

A: Yes. After Airport Coronavirus Response Grant Program awards are announced, FAA personnel will reach out to each airport sponsor to provide an opportunity to apply for grants. An airport sponsor may contact its Airports District Office or Airports Regional Office if it seeks specific guidance on its grant application.

Q-GA2: When will grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?

A: FAA will provide these applications to airport sponsors through the local Airports District Office or Airports Regional Office shortly after Airport Coronavirus Response Grant Program awards are announced. FAA anticipates providing a grant agreement for execution within days of receiving a complete application.

Q-GA3: Will FAA use a standard grant application form or one specifically designed for this program?

A: FAA will use the SF-424, *Application for Federal Assistance*.

Q-GA4: Is there a deadline for submitting an application for an Airport Coronavirus Response Grant Program grant?

A: Yes. The deadline to apply for a grant is June 30, 2021. After that date, FAA will reallocate any unobligated funds to primary airports based on CY 2019 enplanements as indicated under CRRSA. (See Q-F1)

Q-GA5: If an airport sponsor owns or operates multiple airports, may Airport Coronavirus Response Grant Program funds be pooled?

A: No. An airport sponsor will need to apply for a separate grant for each airport under its control.

Q-GA6: Is there a deadline by which funds must be used?

A: Yes. The budget period for the Airport Coronavirus Response Grant Program is four years. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the grant only allowable costs incurred during the budget period.

Q-GA7: Will FAA use a standard AIP grant agreement or one specifically designed for the Airport Coronavirus Response Grant Program?

A: FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under CRRSA and makes funds immediately available for expenses, other than airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA8: Does an Airport Coronavirus Response Grant Program grant agreement require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its grant for operational expenses or debt service payments, the standard FAA Airport Sponsor Grant Assurances do not apply. These grants remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Other Federal statutes may also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin. If an airport sponsor uses its grant for new airport development, additional requirements apply (see Q-U5). Additionally, grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the FAA Revenue Use Policy, as clarified by Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations. CRRSA does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA9: How long do the grant assurances remain in effect for an Airport Coronavirus Response Grant Program grant agreement?

A: The grant assurances remain in effect for four years from the date of acceptance of the grant offer, which is consistent with the budget period.

Q-GA10: How does an airport sponsor use Airport Coronavirus Response Grant Program funds for airport development?

A: Funding eligibility under CRRSA for airport development is limited (as discussed in Q-U5). However, an airport sponsor seeking to use its grant funds for eligible near-term airport development may amend its initial Grant Agreement and execute a Development Addendum. This process ensures that a sponsor understands the additional reviews and requirements involved (as discussed in Q-U5). An airport sponsor should be able to complete airport development projects within the four-year budget period of its initial grant. An airport sponsor should not delay or forgo expenditure of grant funds for ongoing airport operational expenses and debt service payments, which are the primary purposes of funds under CRRSA.

Q-GA11: Should an airport sponsor request its full Airport Coronavirus Response Grant Program award amount even if it intends to use a portion of those funds for airport development?

A: Yes. An airport sponsor should include the full award amount in its grant application. All funds then would be available immediately for operational expenses or debt service payments. An airport sponsor can later request a Development Addendum and use some of those funds for airport development.

Q-GA12: What information is required for a Development Addendum?

A: An airport sponsor seeking to use its grant funds for airport development should be prepared to provide its local Airports District Office or Airports Regional Office with the following information:

- Application form (Application for Federal Assistance, SF-424) for the proposed development project;
- A description of project;
- Estimated costs; and
- Timeline for completion.

An airport sponsor should also complete the following steps for the airport development project:

- Complete any standards, airspace, and environmental reviews or approvals including airport geometry assessments, if applicable;
- Complete any other approvals required for the development with the FAA and other agencies;
- Ensure the proposed development is consistent with the approved Airport Layout Plan (ALP) and depicted on the ALP;
- Initiate safety-risk and construction phasing reviews, if applicable; and
- Bid the project to determine the amount to be amended from the initial Grant Agreement and added to the Development Addendum.

FAA recognizes that some proposed development projects have completed many or all of these steps, and those projects may be most suitable for a Development Addendum. Grant agreements for these proposed development projects will include additional requirements as described in Q-U5.

Q-GA13: Is a Development Addendum required for maintenance on existing airport facilities (e.g., a terminal building)?

A: Replacing components of a facility in-kind (dimension and material), in the same footprint, does not require a Development Addendum. Projects may include replacing roofing, carpet, or lighting. However, FAA would issue a Development Addendum if an existing facility is improved or expanded provided that project is eligible under CRRSA.

Q-GA14: Do prevailing wage requirements apply to contract expenses reimbursed with Airport Coronavirus Response Grant Program funds?

A: Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 47112(b). Therefore, any contract for more than \$2,000 involving labor for airport construction or repair, carried out under a Grant Agreement or Development Addendum, requires contractors to pay labor minimum wage rates as determined by the Secretary of Labor under 40 U.S.C. 3141–3144, 3146, and 3147.

Q-GA15: Does FAA's Buy American requirement apply to the Airport Coronavirus Response Grant Program?

A: Yes. Grants under the Airport Coronavirus Response Grant Program are subject to the requirements of 49 U.S.C. 50101, and grant agreements and addendums include Buy American requirements for all projects. The Buy American provision does not apply to operational expenses (as defined in Question Q-U2) and debt service payments.

Q-GA16: Are there annual financial reporting requirements associated with the Airport Coronavirus Response Grant Program?

A: Yes. In accordance with 2 CFR § 200.328, an airport sponsor must submit annually an SF-425, Federal Financial Report, for each open Grant Agreement or Development Addendum. This report is due by December 31 of each year. An airport sponsor with a Development Addendum must also submit annually an SF-271, Outlay Report and Request for Reimbursement for Construction Program by December 31 of each year.

Q-GA17: Are there any requirements related to mandating masks inside airports associated with the Airport Coronavirus Response Grant Program?

A: Yes. Under the Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, (Executive Order 13998) issued on January 21, 2021, the Secretary of Transportation must require masks to be worn in compliance with the CDC Order in airports, consistent with applicable law. To accomplish this requirement, and to achieve the legislative purposes of preventing and responding to coronavirus disease 2019 (COVID-19), each Airport Coronavirus Response Grant Program grant agreement will include a special condition that the airport sponsor implement a policy requiring all persons wear a mask, in accordance with the CDC Order and TSA Security Directive, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. The CDC and TSA requirements exempt certain categories of persons from the mask-wearing mandate: a child under the age of two, a person with a disability who cannot wear or safely wear a mask because of the disability, or a person for whom wearing a mask would create a risk to workplace safety, health, or job duties. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the grant, consistent with 2 CFR §§ 200.339 and 200.340.

Questions on Invoicing and Payments

Q-11: How will an airport sponsor submit payment requests for Airport Coronavirus Response Grants for payment requests other than for concession relief?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Payment processes for concession relief grants are discussed starting at Q-CR1, below. FAA will review payment requests manually. An airport sponsor may submit only a detailed invoice summary with its payment request. The invoice summary should include the:

- Grant Number
- Airport Name
- Airport City
- Airport Location Identifier
- Services Rendered Dates
- Invoice Paid Date
- Vendor Name
- Billed Amount
- Payment Request Amount
- Short summary of expenses billed, including, for example:
 - Payroll
 - Utilities (electric, water, phone)
 - Service contracts (include type of work)
 - Goods Purchase (include a list of all items purchased)
 - Debt Service Payment (identify whether this is a semi-annual bond payment or monthly payment into a debt service reserve fund)
 - Other (explanation of costs and how they are eligible and related to the airport)

The invoice summary should include enough detail to permit FAA to verify compliance with the FAA's Revenue Use Policy. Sponsors must be prepared to submit any invoices, upon request, during the review process as well as retain those invoices and other supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-I2: If, during review of a request for payment, FAA requires additional documentation to confirm the eligibility of a particular expense, what documentation could be requested?

A: Examples of underlying payment request documentation are:

- Invoices (demonstrating that the goods or services provided directly relate to the airport);
- Bills (demonstrating that the goods or services provided directly relate to the airport);
- Payroll reports from the payroll system of record;
- General ledger reports and subsidiary ledger reports for services provided by the sponsor;
- Current and approved indirect cost rate agreement; or
- Most recently approved local or statewide cost allocation plan.

Q-I3: Can an airport sponsor request 100 percent of the available Airport Coronavirus Response Grant Program funds and use the funds to pay expenses over the next several months?

A: No. An airport sponsor must submit payment requests for incurred expenses only. Requesting funds for reimbursement prior to incurring the invoiced expense is not consistent with the FAA's Payment Policy and will result in an improper payment that may have to be repaid.

Questions on Grant Closeout

Q-C1: What are the procedures for closing out an Airport Coronavirus Response Grant for non-development expenses?

A: An airport sponsor will submit a comprehensive narrative report via the U.S. Department of Transportation Delphi eInvoicing system. The narrative report will: (a) summarize the non-development expenses covered under the grant and the associated amounts; (b) certify all expenses were incurred in accordance with the FAA's Revenue Use Policy and 2 CFR part 200; (c) certify that any equipment or services were procured in a manner consistent with the terms of the grant; (d) certify that operational expenses were incurred on or after January 20, 2020; (e) certify that debt service payments were due on or after December 27, 2020; and (f) submit a completed Standard Form 425, Federal Financial Report. Approval of the final payment request will follow a review of the airport sponsor's closeout report. A sample Airport Coronavirus Response Grant Program closeout report is available.

Q-C2: Will an airport sponsor be notified that its Airport Coronavirus Response Grant is closed?

A: An airport sponsor will receive a grant closeout letter from FAA stating the grant has been closed. After the grant is closed, it remains subject to audit. The airport sponsor must retain grant documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Questions on Environmental Review

Q-E1: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service payments?

A: No. These types of grants have no potential to impact the environment and are not subject to NEPA review.

Q-E2: Are there any environmental review requirements associated with projects funded under a Development Addendum?

A: Yes. FAA will conduct environmental review as necessary consistent with the requirements of the Council on Environmental Quality (CEQ) regulations in 40 CFR parts 1500 through 1508 and the FAA's NEPA implementation procedures. An airport sponsor should contact its Airports District Office or Airports Regional Office to determine the appropriate scope and level of environmental analysis.

Questions on Administration under the State Block Grant Program

Q-SB1: What is the State Block Grant Program (SBGP)?

A: In 1987, Congress authorized FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.

Q-SB2: How will FAA Administer CRRSA funding for States participating in the SBGP?

A: The FAA Airport Improvement Program Branch (APP-520) will use its existing relationships with the States participating in the SBGP for administration of the Airport Coronavirus Response Grant Program. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.

Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for the Airport Coronavirus Response Grant Program?

A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout implementation and administration.

Q-SB4: Do Airport Coronavirus Response Grant Program funding allocations work differently for the SBGP?

A: No. FAA will calculate each airport sponsor's allocation based on formulas in CRRSA. FAA will announce these award amounts along with all awards under the Airport Coronavirus Response Grant Program.

Q-SB5: How much CRRSA funding may States participating in the SBGP distribute?

A: CRRSA provides for specific allocations to each airport sponsor. FAA will aggregate the amounts announced for each airport sponsor into respective State awards.

Q-SB6: How may States participating in the SBGP allocate the Airport Coronavirus Response Grant Program funds?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under CRRSA. FAA expects States to make these sub-awards on an expedited basis, and for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current pandemic. States must follow 2 CFR part 200 requirements for grant awards and sub-awards. Funds not expended within the four-year budget period are subject to recovery by FAA.

- Q-SB7: What application and grant agreement will be used for sub-grants?**
A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what FAA is using for all grants under the Airport Coronavirus Response Grant Program. FAA will provide States with template documents after these grants are announced.
- Q-SB8: What if my State legislature needs to approve the acceptance of CRRSA funding?**
A: FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.
- Q-SB9: Can grants under the Airport Coronavirus Response Grant Program be sub-awarded to airport sponsors that had previously opted out of the SBGP?**
A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted out in FY 2021 or do not participate in the SBGP. FAA will administer grants for those airport sponsors.
- Q-SB10: What are the reporting requirements for the Airport Coronavirus Response Grant Program?**
A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on grants to FAA upon request.
- Q-SB11: Will grants under the Airport Coronavirus Response Grant Program require end-of-fiscal-year reporting like other AIP funding?**
A: Yes. Airport Coronavirus Response Grant Program funds will be included in the Annual Report of Federal Funding at the end of FY 2021.
- Q-SB12: How will payment requests be submitted for the Airport Coronavirus Response Grant Program?**
A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.
- Q-SB13: Will FAA audit the Airport Coronavirus Response Grant Program administered by States participating in the SBGP?**
A: Yes. FAA will include audits of grants under the Airport Coronavirus Response Grant Program in its annual audit process.
- Q-SB14: What documentation is needed for SBGP Airport Coronavirus Response Grant Program drawdown requests?**
A: States participating in the SBGP should provide the same documentation outlined in Q-II and Q-I2. States participating in the SBGP must ensure invoices contain only eligible items under CRRSA, as detailed throughout this document.

Questions on Funding for Airports in the FAA Contract Tower Program

Q-CT1: What is the FAA Contract Tower Program?

A: Contract towers are air traffic control towers that are staffed by employees of private companies rather than by FAA employees. The FAA Contract Tower (FCT) Program was established in 1982 to allow the agency to contract out the operation of certain towers. FAA admits airports into this program after an eligibility review. More information about the FCT Program is available at https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/mission_support/faq_contract_tower_program/.

Q-CT2: How can airport sponsors that participate in the FAA Contract Tower Program use the funds they receive?

A: Under CRRSA, airport sponsors of non-primary airports that participate in the FAA Contract Tower Program may use these funds to cover any lawful costs associated with supporting their FAA contract tower operations (such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies).

Q-CT3: Can airport sponsors that participate in the FAA Contract Tower Program use other CRRSA funds for costs related to contract tower operations?

A: Yes. Airport sponsors may use other CRRSA funding to support contract tower operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments. However, they cannot use the funding received specifically for contract towers for any other purpose.

Questions on Funding for Concession Relief

Q-CR1: How does an airport sponsor claim its allocation available to provide relief to airport concessions?

A: An airport sponsor seeking to use CRRSA funds to provide relief from rent and minimum annual guarantee (MAG) obligations to eligible airport concessions may apply for that allocation in an application for an Airport Coronavirus Response Grant Program grant agreement. FAA will transmit a concession relief grant application for each primary airport receiving Airport Coronavirus Response Grant Program grants. An airport sponsor wishing to decline its Airport Coronavirus Response Grant Program concession relief grant(s), should not submit application(s), but rather notify its ADO of its intent to decline.

Q-CR2: How do airport sponsors provide relief to airport concessions?

A: If an airport sponsor accepts its CRRSA allocation for concession relief, the sponsor must provide relief from rent and MAG to on-airport car rental, on-airport parking, and in-terminal airport concessions (as defined in 49 CFR part 23) (collectively, "concessions"). CRRSA requires an airport sponsor taking a concession relief grant to provide such relief on a proportional basis, described at Q-CR15, until the sponsor has provided relief equaling the total allocation amount. The airport sponsor may retain up to 2 percent of the allocation amount for relief administration. Only relief associated with rent due for concession occupancy or commercial use after December 27, 2020 (the date of CRRSA was enacted) is eligible for grant payment.

Q-CR3: What if State laws, local laws, or applicable trust indentures prohibit an airport sponsor from providing relief from rent and MAG to airport concessions?

A: If an airport sponsor is prohibited from providing relief from rent and MAG, it should decline the allocated funds before executing an Airport Coronavirus Response Grant Program concession relief grant agreement.

Q-CR4: How does an airport sponsor allocate concession relief funds among its concessions?

A: An airport sponsor must provide this relief to each airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of rent and MAG of all eligible airport concessions at the airport. This is a set of ratios of each eligible concession's contribution to the total amount of rent and MAG income remitted to the airport by all members of the eligible population of remitting concessions. An airport sponsor must account for proportionality on 100% of the grant allocation, but it may reserve up to 2% of the allocation to administer the relief. An airport sponsor does not have to demonstrate proportionality for grant relief provided beyond 100% of the grant allocation. Eligible concessions must be subject to a valid agreement to remit rent or MAG at the specific airport after December 27, 2020, and remain a going concern (an entity that is either providing minimum acceptable services, or is otherwise ready, able and available to provide ongoing minimum acceptable services as agreed to with the sponsor). Guidance on planning each airport's associated concession relief grant payment request is provided at Q-CR15, below.

Q-CR5: Are there other requirements for an airport sponsor providing relief to its concessions?

A: Airport sponsors must prioritize relief from rent and MAG to minority-owned businesses to the extent permissible under CRRSA. Prioritization should include timely, individual consultation with each Airport Concession Disadvantaged Business Enterprise (ACDBE), and reasonable consideration with regard to timing or structure of prorated relief. Consultation with ACDBEs should reach the airport minority-owned businesses.

Q-CR6: Can an airport sponsor recover its administrative expenses for providing rent or MAG relief to airport concessions?

A: Yes. An airport sponsor may retain up to 2 percent of its allocation for relief administration.

Q-CR7: Are there requirements for an airport concession to obtain rent or MAG relief from an airport sponsor?

A: Yes. An airport concession must certify to the airport sponsor that it has not received a second draw or assistance for a covered loan under section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or MAG. Additionally, an airport concession receiving relief from an airport sponsor may not apply for a covered loan under 15 U.S.C. 636(a)(37). Airport sponsors should collect these certifications and retain them for their records in the same manner that they retain invoices associated with its general Airport Coronavirus Response Grants.

Q-CR8: Can an airport sponsor mix its Airport Coronavirus Response Grant Program allocations across its primary airports receiving a concession relief allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds designated for concession relief at each primary airport in a manner consistent with the conditions and requirements of CRRSA.

Q-CR9: Can an airport sponsor mix its Airport Coronavirus Response Grant concession relief allocation with its general Airport Coronavirus Response Grant allocation?

A: No. Each airport sponsor receiving Airport Coronavirus Response Grant Program allocations for concession relief must use such funds to forgive rent from concessions and may retain up to 2 percent for relief administration. Conversely, it must submit *costs* for reimbursement from its Airport Coronavirus Response Grant general allocation.

Q-CR10: How can an airport sponsor determine a base-line time period upon which to calculate proportionality for rent relief amongst eligible concessions?

A: Once an airport sponsor has determined its population of eligible concessions, it should calculate each concession's appropriate proportional share, using an appropriate base-line time period. The base-line time period should be relevant to the expected duration of relief to be provided, but in no case should the base-line time period be after the 1st quarter of 2020.

Q-CR11: Can an airport sponsor apply some adjustments to its proration of rent relief due to special circumstances?

A: Yes. There are certain circumstances justifying adjustments to the rent relief proration. For example, these include:

- Only concessions paying rent at each airport for occupancy or commercial-service activity after December 27, 2020 can receive CRRSA relief. As such, a concession that is no longer a going concern at the airport should not be included in the proration calculation, or in the total rent income base-line, unless a new entity has replaced a departed entity with a similar location and activity.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, the relief proportion should be applied to the new concession.
- If a current concession operating and paying rent at the airport replaced a concession operating in the base-line time period, in a like manner, but with differing lease rates or square footage, the sponsor may make reasonable adjustments to its proportional ratios to reflect the difference.
- If a concession is replaced in a similar location, but as different service or on significantly differing business terms, the sponsor should explain reasonable adjustments it makes for such circumstances when requesting reimbursement.

Sponsors should make short comments relevant to simple adjustments per the examples above. More complex adjustments for multi-factor circumstances, such as change in tenant, and change in rate and change in use-type, etc., may require more explanation. See Q-CR 15 for examples of a reimbursement request comments.

Q-CR12: Can an airport sponsor apply some requirements upon concessions, and accept Airport Coronavirus Response Grant Program grants for concession relief?

A: Yes. Sponsors may include some valuable considerations in exchange for rent relief, even if that rent relief is to be funded by Airport Coronavirus Response Grant Program concession relief grants, provided these considerations are equitably applied to all concessions at the airport. For example:

- Sponsors may require certifications that each eligible concession remains a going concern and be fully ready, able and available to provide relevant services, regardless of operating levels of service.
- Sponsors may include phased re-opening schedules and expect cooperation with regard to varying levels of service during periods of changing demand.
- Sponsors may provide rent relief to a concession that is in arrears for rent, if the concession is providing minimum acceptable services, or demonstrating that it is ready, able and available to provide minimum acceptable services, and the airport sponsor elects to provide forbearance.

Sponsors should not request concession relief reimbursement for concessions that are not a going concern. Sponsors should not impose or induce lease terms unrelated to those valuable and necessary considerations to enhance coordination of operations during the pandemic and recovery. Sponsors should not compel new lease agreements, or extensions to leases beyond the duration of occupancy correlated to the amount of rent relief provided.

Q-CR13: Can an airport sponsor receive Airport Coronavirus Grant Program grant payment to cover concession rent relief that it decided to provide before December 27, 2020?

Yes, but only to the extent that such relief covers forgiven payments of rent or MAG for periods of occupancy and/or commercial-use after December 27, 2020, and only to the extent that the relief among concessions at each airport is proportional.

Q-CR14: Should an airport sponsor consult with its concession stakeholders on its relief program?

Yes, the sponsor should consult with its concession community, generally, to gather suggestions, and preview its plan. In addition, it should conduct one-on-one consultation with ACDBEs. The sponsor cannot alter proportionality of relief provided, but may adjust timing or format of relief.

Q-CR15: How can an airport sponsor plan its concession relief program in order to hasten FAA’s approval of Airport Coronavirus Response Grant Relief concession relief grant payments?

A: FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for concession relief payment requests. FAA will review payment requests manually. Sponsors should identify ACDBE concessions, and identify a one-on-one consultation date, and the kind of consideration granted to each, if any. A payment request should include the information shown in the example below, including the administration fee retained by the sponsor, not to exceed 2% of the allocation.

DFC International Airport Concession Name ¹	Rent income ² to airport in base-line time period	Percent share ³ of total base-line rent income	Rent relief ⁵ provided for occupancy after Dec. 27, 2020	Date of ACDBE ⁴ 1-on-1 Consult	Comments or special circumstances, provisions, etc.
Mom’s Parking	\$300,000	30%	\$2,940	N/A	
Uncle’s Cafe	\$150,000	15%	\$1,470	Jan. 7	All relief in Jan. 2021
Niece’s Shoeshine	\$50,000	5%	\$490	N/A	
Aunt’s News	\$100,000	10%	\$980	N/A	Replaced Dad’s Pet Groomers**
Brother’s Rental Car	\$400,000	40%	\$3,920	N/A	Replaced Sister’s Rental Car
Admin. Fee (up to 2%)	-	-	\$200	-	
TOTAL	\$1,000,000	100%	\$10,000		
<i>Base-line time period:⁶ 1st Q 2020, or Jan/Feb 2020 or CY 2019.</i>	<i>Date(s) of general consultation with eligible concessions on the relief program for each airport. January 28, 2021 Airport Authority consulted with the DFCIA Concessions group. ** Dad’s Pet Groomers failed. Aunt’s News reconfigured leasehold in a portion of its space, see attached explanation of proportionality calculation.</i>				

1. Eligible Concession subject to rent for occupancy or commercial operations after Dec. 27, 2020.
2. Share of rent income and total airport income from eligible concessions from base-line time period.
3. Resulting proportional share for each eligible concession.
4. Identifies ACDBEs and date of one-on-one consultation.
5. Resulting dollar-amount of actual rent relief provided for occupancy after Dec. 27, 2020.
6. Base-line time period used to determine proportionality.

Questions on Workforce Retention

Q-WF1: Are there specific workforce retention requirements for accepting Airport Coronavirus Response Grant Program funds?

A: Yes. A sponsor of a small, medium, or large hub airport must continue to employ, through February 15, 2021, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. This requirement is an extension of the workforce retention requirement under the CARES Act. Airport sponsors must certify compliance with the CARES Act and CRRSA workforce retention requirements at the time of grant execution. The workforce retention requirement does not apply to non-hub or non-primary airports.

Q-WF2: When do small, medium, and large hub airport sponsors report their respective compliance with the employee retention requirement?

A: Provided an airport sponsor is current with its workforce retention reporting under the CARES Act, it must report only employment totals as of February 15, 2021, by no later than March 1, 2021.

Q-WF3: Where should CRRSA workforce retention reports be submitted?

A: CRRSA workforce retention reports should be submitted to CARESAirports@faa.gov. Please include "Workforce Retention Report" and your airport's city, State, and airport location identifier in the email subject line.

Q-WF4: What information must be included in a workforce retention report and certification?

A: That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors do not need to count contractors providing services other than airport management, tenants, or concessionaires. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor has unique circumstances (such as using seasonal employees or contractors for airport management or operations), it should report that information in as much detail as possible in the initial report so any subsequent retention reporting can be substantiated.

Q-WF5: What format is required for CRRSA workforce retention reports?

A: There is no particular format for reporting baseline and quarterly workforce retention counts. Airport sponsor personnel with appropriate knowledge or authority, such as the human resources director, chief financial officer, or payroll officer should validate the information.

Q-WF6: Are payroll records or any other documentation required for workforce retention reports?

A: Airport sponsors do not need to submit payroll records. However, airport sponsors must retain all supporting documentation for three years after the grant is closed as required by 2 CFR § 200.334.

Q-WF7: Are waivers from the CRRSA workforce retention requirement available?

A: The Secretary of Transportation may waive the workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. To request a waiver of the CRRSA workforce retention requirement, an airport sponsor should send a waiver request to CARESAirports@faa.gov no less than 30 days before the quarterly report due date. The waiver request should come from a person authorized to sign AIP grants and include how the workforce retention requirement causes a direct economic hardship on the airport or reduces aviation safety or security. The airport sponsor should include any additional documentation that supports its request. FAA will respond expeditiously.

Q-WF8: What are the consequences for failing to meet workforce retention reporting requirements?

A: If a sponsor of a small, medium, or large hub airport does not meet the workforce retention reporting requirements under either the CARES Act or CRRSA, reimbursements for grants under the Airport Coronavirus Response Grant Program may be suspended. FAA will continue to work with the sponsor to meet these reporting requirements, but continued non-compliance may result in termination of the grant and recovery of reimbursements.



MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to send a letter to the New Hampshire Department of Transportation in support of the Town of Newington’s application for a Transportation Alternative Program (TAP) grant request for a multi-purpose safety trail from the Little Bay Bridges onto Nimble Hill Road and Arboretum Drive connecting with the Pease bicycle route; all in accordance with the memorandum of Maria J. Stowell, P.E. Manager – Engineering, dated March 8, 2021 attached hereto.



MEMORANDUM

To: Paul E Brean, Executive Director *Paul B*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: March 9, 2021
Subject: Town of Newington TAP Grant Endorsement

The Town of Newington intends to submit an application for a Transportation Alternative Program (TAP) grant to NH DOT to assist in the funding of a multi-purpose safety trail. The proposed trail will provide a connection for bicyclists and pedestrians coming to Newington from the Little Bay Bridges and onto Nimble Hill Road and Arboretum Drive. The multi-use path will connect with the Pease bicycle route on Arboretum Drive.

We have been contacted by Newington's Economic Development Consultant and the Town Administrator to request that the Pease Development Authority write a letter of support for this project. Attached is the Town's letter of interest and map describing the project.

I have spoken to Director Lamson who, besides being Newington's representative on the PDA Board, is the Chair of PDA's Transportation Committee. She is in full support of the trail.

At the January 21st Board meeting, please ask the Board to authorize you to send a letter in support of Newington's multi-purpose safety trail to the NH Department of Transportation. A draft of the letter is attached.

N:\ENGINEER\Board Memos\2021\Endorse TON MUP.docx

Draft Letter

March 18, 2021

Mr. Thomas E. Jameson, P.E.,
Project Manager
NH Department of Transportation
John O. Morton Building
P.O. Box 483 / 7 Hazen Drive
Concord, NH 03302-0483

Dear Mr. Jameson:

The Pease Development Authority (PDA) supports the Town of Newington's Transportation Alternative Program (TAP) application and its efforts to construct a multi-use path / safety lane adjacent to Nimble Hill Road. The path will provide an alternative to motorized vehicles for users who wish to commute to work or visit the several restaurants and amenities located on the Tradeport.

The multi-use path / safety lane will also provide a connection to the 1.5 mile multi-use path connecting points south and west of the Tradeport. Over the years, PDA has noted the increasing popularity of this multi-use path for commuting, walking, jogging and bicycling. We believe that Newington's proposal will complement and enhance the network.

PDA encourages the Department of Transportation to look favorably on Newington's TAP application.

Sincerely,

Paul Brean
Executive Director

Cc: Martha S. Roy, Town Administrator, Newington

February 3, 2021

Mr. James E. Jameson, P.E.,
Project Manager
NH Department of Transportation
John O. Morton Building
P.O. Box 483 / 7 Hazen Drive
Concord, NH 03302-0483

RE: TAP Letter of Interest – Town of Newington

Dear Mr. Jameson:

The Town of Newington submits this Letter of Intent in order to apply for TAP assistance to construct a multi-purpose safety lane to accommodate residents and neighbors throughout the region to engage in bicycling, walking, jogging and similar activities. The safety lane is a combination of set-back walkway and shoulder widening as the right of way allows along Nimble Hill Road, the Town's major artery in the residential area. The safety lane begins at Arboretum Drive with a termination at Shattuck Way. The safety lane comprises the following three segments:

Section 1: Arboretum Drive to Little Bay Road	1,875 LF + -
Section 2: Little Bay Road to Fox Point Road	2,290 LF + -
Section 3: Fox Point Road to Shattuck Way	3,450 LF + -

Background: At present, these three sections experience a significant amount of bicycle and pedestrian traffic. With a relatively narrow travel lane and very little, if any, shoulder area, these three sections are not conducive for bicycle and pedestrian traffic. The State and Regional Bicycle Plan identifies this area as part of their respective plans and recognizes the need to make the connection with the existing bicycle pathways. The proposed project is local and regional in nature.

Purpose: The purpose of the project is to improve the safety of these three sections for bicycling, walking and jogging and to implement the State and Regional Bicycle Plan. The safety lane will connect the state's bicycle pathway from Portsmouth through PDA and the Great Bay Refuge to the Little Bay Bridge (aka Ruth Griffin Bridge) and eventually to Dover. The proposed project provides for this important connection. In addition, the safety lane provides

access to the Newington Elementary School, the fire department, the town office, old town hall, Langdon Public Library, town forest, picnic area and connection to neighborhoods on Hannah Lane, Coleman Drive, Gundalow Landing, Old Post Road and others. The project includes a traffic signal and traffic control device.

Description: The following three segments are a side path adjacent to Nimble Hill Road, the Town's major artery. Altus Engineering, Portsmouth, NH completed preliminary engineering and provided cost estimates for the three section. Attached

Section 1:	
Arboretum Drive to Little Bay Road	\$137,046.60 (Estimate)
Section 2:	
Little Bay Road to Fox Point Road	\$166,915.20 (Estimate)
Section 3:	
Fox Point Road to Shattuck Way	\$268,186.20 (Estimate)
Total	\$572,148.00 (Estimate)
Inflation rate of 2.8% per year for three years	\$ 48,060.00 (Estimate)
Grand Total	\$620,208.00

At the March 2020 Town Meeting, the Town appropriated the sum of \$140,000 to provide the required 20% match for the TAP project. At the March 2021 Town Meeting, there will be a 2nd warrant article to appropriate a gross amount of \$620,208 of which the Town will raise 20% for the local match with the balance coming from the TAP award. The multi-use safety lane will accommodate bicyclists, walkers and joggers.

Local historic and environmental conditions: The safety lane will border the Town's Historic District. The Town's HDC regulations deal with the physical alteration to existing buildings. The Town's consulting engineer believes there are no known impacts on wetlands. Located in the residential district, there are no known contamination areas.

Local support and readiness: The Town and its Planning Board have worked on this project for more than ten years.

Several residents, many who are mothers of young children, contacted the Board of Selectmen and expressed strong support for the safety lane. They requested that the Board and Town implement a Safety Lane project. The Board of Selectmen responded by appointing a Safety Lane Committee and engaged Altus Engineering in order to develop this project. The Principal of Altus Engineering, who prepared this design and cost estimates, is a very

knowledgeable and enthusiastic cyclist who has bicycled in the Seacoast area for many years. He is very familiar with this stretch.

Utility poles have been relocated to accommodate the safety lanes; this demonstrates the Town has been planning for this widening.

The Town of Newington Master Plan Update, 2020 recognizes the importance of this project.

The Town has completed preliminary engineering and cost estimates.
(Attached)

The March 2020 Town Meeting approved the project and appropriated the 20% local match.

Please let the Town know if you need additional information. Thank you for the Department's consideration of the Town's project.

The Town's contact person is:

Martha S. Roy, Town Administrator
Town of Newington
205 Nimble Hill Road
Newington, NH 03801
Tel: (603) 436 - 7640; (603) 396 - 9201 - cell
mroy@townofnewingtonnh.com

Sincerely,

Timothy "Ted" Connors

Kenneth Latchaw

Michael Marconi

Board of Selectmen

Cc: Martha S. Roy, Town Administrator

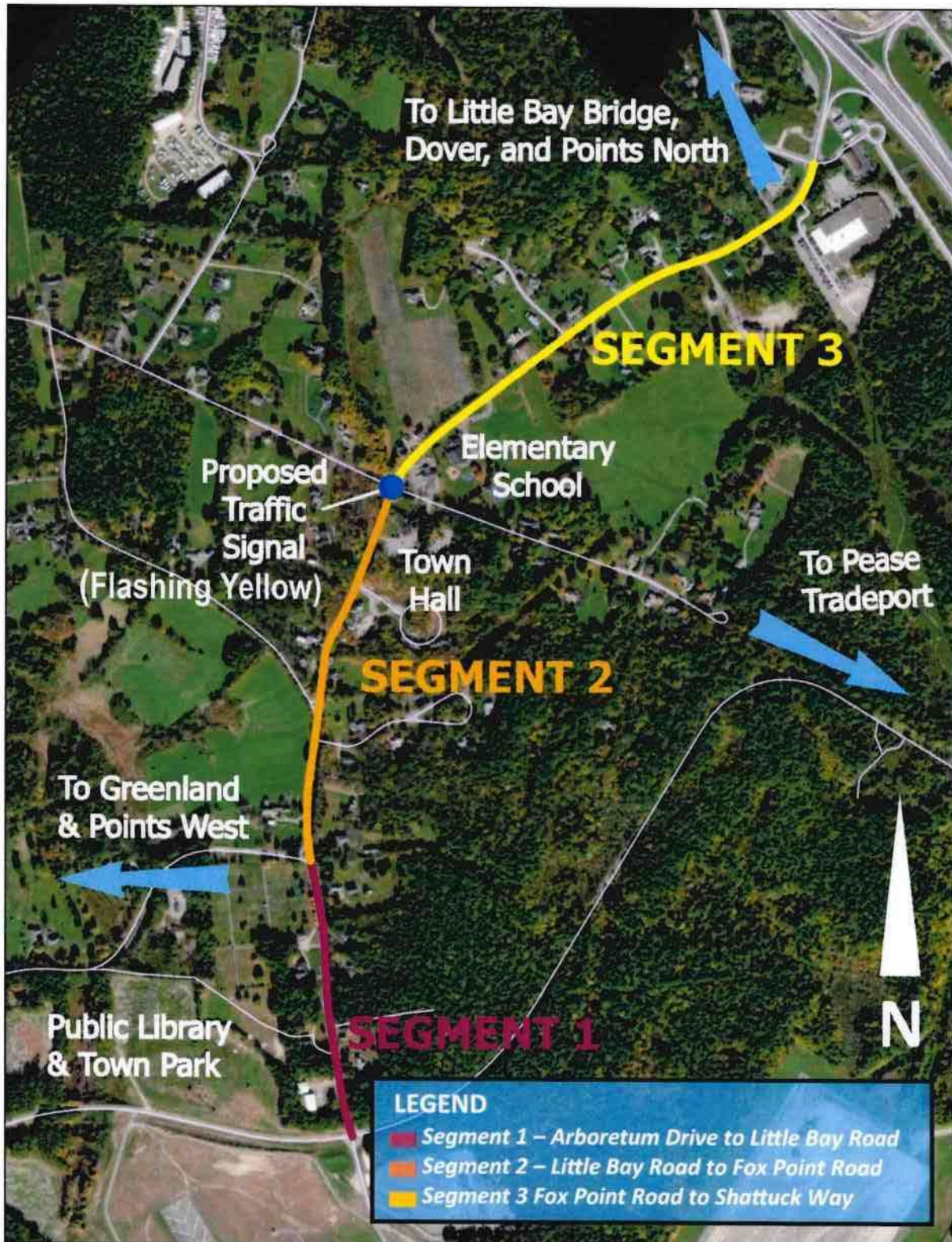
Attachments:

1. Locational map
2. Preliminary Engineering – Option A, Altus Engineering, Inc.
3. Cost Estimate, August 12, 2020, Altus Engineering, Inc.

Newington Nimble Hill Road Safety Lane Project

Proposal for 2021 Transportation Alternatives Program (TAP) Funding Round

Combination of side path and shoulder bicycle route from Shattuck Way to Arboretum Drive, improving safety on regional bike route from Dover to Pease and points West, as well as for walking and bicycling within Newington village center.





*Division of Ports and Harbors Advisory Council
555 Market St.
Portsmouth, NH 03801
Tel 603-436-8500
Fax 603-436-2780*

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

Pursuant to NH RSA 91-A:2 III(b) Port Council Chairman Roger Groux has declared COVID-19 an emergency condition and waived the requirement that a quorum be physically present at the meeting in accordance with the Governor's Executive Order 2020-04, Section 8 and Emergency Order #12, Sections 3 and 4. Port Council members participated remotely and identified their location and any person present with them at that location. All votes were by roll call. Members of the public were allowed to participate by using the access information provided. The moderator for this telephone conference was Greg Siegenthaler, from the Pease Development Authority, who explained the meeting protocols. The meeting was audio recorded (there was no video component available).

1. CALL TO ORDER

A roll call attendance was taken and the meeting was called to order at 6:05 PM.

PRESENT:

Roger Groux, Chairman, Dover Point, NH with no other individuals present.
Brad Cook, Vice-Chairman, Hampton, NH, with no other individuals present.
Erik Anderson-Portsmouth, NH, with no other individuals present.
Chris Snow-Dover Point, NH, with no other individuals present.
Mike Donahue-Newington, NH, with no other individuals present.
Esther Kennedy-Portsmouth, NH with no other individuals present.
Jeff Gilbert-Rye, NH, with no other individuals present. Jeff arrived at the meeting as of 6:13 PM.

PORT STAFF:

Geno Marconi, Secretary, Director DPH, Stratham, NH, with no other individuals present.
Brenda Therrien, Administrative Asst., Rochester, NH, with no other individuals present.

2. APPROVE MINUTES

Erik Anderson made a motion to accept the November 10, 2020 minutes. Esther Kennedy seconded, no further discussion, a roll call vote was taken, Chris Snow did not respond, remaining members voted, all were in favor and the motion carried.

3. FINANCE REPORT

Overview of unrestricted funds show budget is down a little, but still operating in the black. A salt ship is expected a couple days before Christmas. In the past, salt would arrive in October/November.

4. DIRECTOR'S REPORT

The Director mentioned the items from the November 18, 2020 PDA Board meeting items which are included in the meeting packet and include the following items:

- *Reported* Isles of Shoals Steamship Co. deferral of rent
- *Reported* Commercial Mooring transfer, Pike to Souther
- *Approved* Heidi & Elisabeth Fisheries, new ROE to begin Jan 1, 2022
- *Approved* Bait Cooler users, new ROE to begin June 1, 2021
- *Approved* Granite State Minerals, 3rd option to extend License & Operating Agreement

Director reported on the Cianbro Portsmouth Naval Ship Yard Super Flood Basin, materials are moving smoothly from the Port to the Navy Yard. Piles of material are going down. Today 100 ton crawler crane arrived to be assembled then brought over to the construction site. Navy is going out to bid on the next phase, turns the flood basin into a dry dock. Lots of potential bidding contractors have contacted the Port to inquire about using the facility. Hope this brings continued construction activity.

Director reported on the Portsmouth Fish Pier Bulkhead repair project in regards to the 2 change orders which resulted in a net increase to the contract of \$836,847.00. The majority of the cost is for the extra work on the toe pins. As a reminder, the elevation of the ledge was higher than reported in the original bid documents and design. Change order is included in the packet. There was quite a bit of back and forth on the price with the Port and the Contractor. There are many other components aside from the toe pins, including 3 additional floating docks, fuel dispenser enclosure, jib cranes, and dolphins.. A contract clause allows the contractor to submit for reimbursement of operating expenses during a delay that is no fault of their own, such as equipment and materials on site so there is also a charge for the time extension to reimburse the contractor for equipment on site during the delay. After the change order, there is \$221,265.00 remaining in the appropriation.

Erik asked, out of the \$836,000, how much of the additional work is because of the engineering error with bedrock and toe pins? Geno answered it is \$628,840.00 for the toe pins. Erik asked if they are going to have to bring a barge in? Geno-no, they have an extended arm excavator which can reach out over the top of the wall. They will excavate behind wall first to get down to the existing tie backs to release ground pressure along the bottom of the wall. Discussion about the project schedule included being extended out to August and impact to revenue on the fuel sales. Geno explained that the original construction plan was to have the project done in 2 phases, so to keep the facility open, phase I is to take care of the immediate danger. Includes replace the wall on the inside, new jib cranes, floats, paving, and fuel system. The fuel system under original schedule was to be up and running around the 1st of Jan, due to the delay it will now looking at end of April first of May for the fuel system start up (including public access). Phase II will replace wall from corner to under old ice house and around the corner to telephone pole. During Phase II, no pickups will be allowed in that area and they will have to use the hoists on the inside. Floats are being built by Custom Floats out of South Portland, Maine. Discussion turned to the Commercial Fishing Day at the DMV, Geno reported

statistics from December 5th as provided by Lana-6 pier use, 6 skiff, 14 mooring, 7 safety forms. Everyone showed up for their appt., and it was quite busy. A couple rescheduled due to weather. Boat registrations and F & G licenses were not tracked by Port staff.

5. COMMITTEE REPORTS

Dredging-Rye Harbor is in process, interesting to watch, they are using an excavator, there were a couple of mechanical breakdowns in the beginning. Friday the joint senate and house committee came to agreement on WRDA. Specifically authorizations were included for the Turning basin, expected that will be voted on at the end of this week or early next week. Also in the report, Secretary of the Navy was ordered to put the turning basin on the ACOE worklist for the next work session. Mike made a motion for the PAC to communicate with the congressional delegation, via a letter written by Chairman Groux, acknowledging their efforts and ask for continued support of the turning basin project. Esther 2nd the motion, a roll call vote was taken, all were in favor and the motion passed. To clarify, in the interest of time, the Chairman will draft a letter and send on behalf of the council.

Fisheries- Erik reported that activity is slow this time of year, lobster activity getting in the last of season. Regulatory item, the NE Fishery Mgmt. Council approved Amendment 23, which requires a mandatory observer 100% of the time for ground fishing boats. This is a controversial issue as the vessel operator must pay the charge, results in more demise to fishery, potentially NH could be first state regulatory eliminated from ground fishing because they can't afford cost of the observer, which can cost about \$700/day. Covid related funds allotted \$300 million nationally for the fishing industry, \$2.2 mil NH to be distributed to a variety of users, it has not been administered yet, and only about nationally \$16.7 mil has been distributed. Next relief package could include more money for fishing industry.

Government Relations-Esther reported the City is trying to figure out budget & finances. Sewer line at Peirce Island was leaking, they are trying to complete that which will impact the bridge. They were able to keep the boat ramp open for quite a while but may need to be shut down briefly at some point. Geno said today it looked like the work is being done is past the ramp and it looked open. Erik asked Esther, is there a schedule to replace the entire bridge? Esther, yes but they took it off the CIP due to the work being done at the sewer plant. Roger asked about water traffic into the back channel over the summer. Esther reported it was out of control, lots of jet skis, property owners had a hard time with the traffic, especially around the Wentworth Coolidge Mansion she contacted marine patrol to help ensure no wake signs stay in place. Seems like there were a lot more people on the water this year that may not have known the rules of the water. Sgt. O'Connor, of NH Marine Patrol was who Esther talked to.

Maritime Relations/Public Affairs-nothing to report

Moorings- nothing to add to what was previously reported. Esther asked about how boat registration is working this year. Geno said that the DMV has a drop box outside.

Within 2 days you get your registration back in the mail. Erik asked about January dates for Comm. Fish Days-Geno said if they are necessary they will do them. Roger added that he spoke to Safety Deputy Commissioner Bailey as there is still no sign off exit 6 to indicate where the DMV is.

PDA Liaison-nothing to add.

Recreational piers- All is quiet.

6. NEW BUSINESS

Erik received a call from a mooring holder in the back channel to see if a skiff or rack would be available at the boat launch. Discussion about most folks have private arrangements, some use out hauls at Peirce Island, and that they would need to get a near shore permit if they want an outhaul.

7. OLD BUSINESS

Late item, the Council received a copy of a letter from Tony Jackson regarding his opinion on the replacement of the Wentworth Bridge. Discussion on survey sent by NH DOT regarding the bridge replacement. The confusing survey went out and was due back by December 7.

8. PUBLIC COMMENT

Peter Welch from Newington thanked the Division for taking care of the boat, Special Interest, which has been a nuisance in the Newington Harbor for quite some time. Director Marconi explained that the boat was impounded by the Division and is being kept in Hampton until such time the owner reimburses the Division for fees incurred. If the owner does not, steps will be taken to recoup the fees by any other means necessary.

9. PRESS QUESTIONS

No press in attendance.

10. ADJOURNMENT

Roger mentioned that the January meeting will be held, most likely electronically. Erik made a motion to adjourn, Jeff seconded, a roll call vote was taken, all were in favor and the motion passed. The meeting adjourned at 7:23 PM.



*Division of Ports and Harbors Advisory Council
555 Market St.
Portsmouth, NH 03801
Tel 603-436-8500
Fax 603-436-2780*

PORT ADVISORY COUNCIL ANNUAL MEETING MINUTES

WEDNESDAY, JANUARY 13, 2021

Pursuant to NH RSA 91-A:2 III(b) Port Council Chairman Roger Groux has declared COVID-19 an emergency condition and waived the requirement that a quorum be physically present at the meeting in accordance with the Governor's Executive Order 2020-04, Section 8 and Emergency Order #12, Sections 3 and 4. Port Council members participated remotely and identified their location and any person present with them at that location. All votes were by roll call. Members of the public were allowed to participate by using the access information provided. The moderator for this telephone conference was Greg Siegenthaler, from the Pease Development Authority, who explained the meeting protocols. The meeting was audio recorded (there was no video component available).

1. CALL TO ORDER

A roll call attendance was taken and the meeting was called to order at 6:00 PM.

PRESENT:

Roger Groux, Chairman, Dover Point, NH with no other individuals present.
Brad Cook, Vice-Chairman, Hampton, NH, with no other individuals present.
Erik Anderson-Portsmouth, NH, with no other individuals present.
Chris H.-Stratham, NH, no other individuals present.
Chris Snow-Dover Point, NH, with no other individuals present.
Mike Donahue-Newington, NH, with no other individuals present.
Esther Kennedy-Portsmouth, NH with no other individuals present. Esther left the meeting at 6:30.
Jeff Gilbert-Rye, NH, with no other individuals present. Jeff arrived at the meeting as of 6:13 PM and left at 6:31.

2. APPROVE MINUTES

Erik A. made a motion to accept the December 9, 2020 minutes. Brad C. seconded, no further discussion, a roll call vote was taken and the motion passed. Jeff Gilbert was not in attendance at the time of the vote.

After the approval of the minutes the Chairman allowed a deviation to the agenda by allowing Ester K. to make her committee report as follows:

Government Relations-CIP work session tonight with City of Portsmouth which starts at 6:30. The City is trying to figure out the waste water treatment and will keep the Council informed. They are in the preliminary design stages. At Pierce Island replacing the sewer lines that go to the sewer treatment plant, it will cost about \$6 million. Blue Ribbon committees have been created so the City can determine how to best support the entire City not just downtown. Committees were created for Health, Business and Art. Waiting

on information from City Manager, as with many municipalities, revenues are down so the City is seeing where that leaves them with the budget. Erik asked about the City of Portsmouth Town Dock, does the City have any plans on resurrecting that dock? Esther said the dock is open for drop off and pick up. There is some work being done, and looking at Prescott Park area to see what can be done. She doesn't know of any plans right now for permanent dockage, just drop off and pickup.

3. FINANCE REPORT

Geno pointed on page 2, right hand column under operating revenues, wharf/dock has 2 lines, he is checking in to the \$416,000 number as he is not sure what it is. An amended finance report will be sent if one becomes available. Revenue is down a little bit, mooring income starting to come in, parking revenues are \$39,000 down mostly due to the charters and whale watches starting late in the season. Salt ship coming in this weekend, and another at the first of February. Construction aggregate still consistently moving to the Navy Yard.

4. DIRECTOR'S REPORT

Items from the December 22, 2020 PDA Board meeting items are included in the meeting packet and are as follows:

- **Reported** Commercial Mooring transfer, Pike to Souther
- **Reported** Portsmouth Fish Pier change order # 2, toe pins, supporting documents for this item were included in the December 2020 meeting.

Director reported that the Division is monitoring homeland security issues, especially Cyber Security, Dep Chief HM Grant Nichols sits on the Maritime Security Committees and works closely with Greg, IT Director at PDA. Things are quiet in Hampton, received money back from the dredging project. Rye is quiet as well, Judy is working on her end of the year reports. One of the Harbor Masters has been moved from Piscataqua River to help out in Rye to work with Leo Axtin. It is a good time to do this since the mooring hardware will be going back in. Also, the Division wanted to have more of a presence on the fish pier (commercial) side of the business. Del is a Rye resident, former Rye police officer and acting chief so comes with years of experience and a great personality. PFP sheet piles are on the way, HL Patten and Fleming will be mobilizing equipment next week. The users of the fish pier have been notified. Market St. Terminal salt trucking activity has been busy. Cianbro still busy with the PNSY project. The Port access to the rail line thanks to the construction of the new Sarah Long Bridge which makes it easier for the Port to receive approval from NH DOT to use the rail. With that, Cianbro has brought in some very long pieces of sheet pile and railroad for a gantry crane at PNSY. Increased activity on the bid for the next phase of the Super Flood Basin, estimated to be between \$500-\$700 million, but could be higher. Potential contractors have visited the Port to see how the Cianbro project is operating. Erik asked about PFP and if they are going to try and make up for the lost time. Geno said the project is scheduled to be completed by 1st of August. If they can make up the time, they will, a lot will depend on how the drilling goes. Before Phase 2 can be started, jib cranes and fuel systems must be available.

5. COMMITTEE REPORTS

Dredging- Chris H. 1) Rye Harbor, project is on time, actually should finish sometime in February barring no incidents. So far about 56000 CY of material have been removed. There will be about another 20 trips and then they will start sweeping high spots. 2) Chris thanked the Council and Director Marconi for the letters written to Senator Shaheen in support the widening of the Turning Basin she responded and letters are in the packet. If it gets passed, it should be a one-time dredge and should not have to maintain. Around buoy 7 & 8 is starting to shoal in and in the middle of the channel, there is a 1 meter mound coming off the bottom, the draft for incoming ships has been dropped to 30'. Right now the pilots have to bring ships in on the flood. Trying to lump those dredging's in with the Turning Basin project.

Fisheries-From a fishing industry standpoint, the offshore wind possibilities are controversial and still leave a lot of questions unanswered. The State of Maine is experimenting with developing an area in the Southern part of the state waters. There is a large area and looking at 16 turbines, which will pump the power to Maine, none will be coming to NH. There are a variety of issues that need to be contended with, the Committee that Senator Watters leads has met 2 or 3 times and are just starting to get into the meat of the issue. Right Whale regulations came out first of the year, webinar tonight which explains the new regulations that will go into effect May of this year. Senator Watters may be introducing Senate bill 823, which would establish a fund for derelict fishing gear and other beach cleanup events. Revenue would be gathered through a surcharge on the various fishing licenses. Covid relief Funds were made available for Commercial Fishing, quite a process to come up with the criteria and how to administer the money. National Marine Fisheries Service was charged with administering the program and it was determined that NH Fish and Game will administer the program and pre-qualify applicants then Atlantic States Marine F will cut checks that qualify. Hopefully within a month everyone will be processed. Fishing activity is very quiet this time of year.

Maritime Relations/Public Affairs-Mike had an opportunity to sit in on the offshore wind session and noted that Director gave a very comprehensive report and appreciates Erik addressing the concerns of the fishing industry. Regardless of how things turn out, Mike noted that planning should take place now as it relates to identifying any locations in NH that can support the industry. He sits on the Newington Economic Development Committee and Newington is interested in offering potential reuse for existing facilities and/or terminals should the Port not have a foot print large enough to support the industry. It is pretty far down the road, if it does happen. Mike reviewed the Council By-Laws and noticed there is standing business development committee and Mike is thinking he could be of use more in that area should the Council and Division have a need for that, especially in the area of Foreign Trade Zones. Roger and Geno will discuss and follow up with Mike.

Moorings- Mooring apps and waitlist apps were sent out end of Dec. There is a drop box is available outside the door at the Port for anyone who would rather not come inside.

January commercial fishing days were not scheduled as no one had signed up.

PDA Liaison-New Director, Tom Ferrini (former Mayor of Portsmouth) replaced Mr. Bob Allard as the PDA Board Treasurer. He is the nominee for speaker of the house.

Recreational piers- January is pretty slow, but there is a steady parade of “sidewalk superintendents” in Rye watching the dredging, otherwise everything is quiet. From a spectator point of view everything seems to be going well.

6. NEW BUSINESS

A) Election of officers-Jeff Gilbert and Esther Kennedy were not in attendance for the vote.

- Brad Cook nominated Roger for Chairman, Chris H. seconded, a roll call vote was taken, Roger was present but did not vote, all remaining members were in favor and the motion passed. Jeff Gilbert and Esther Kennedy were not present for the vote.
- Chris H. nominated Brad Cook for Vice Chairman, Mike seconded, a roll call vote was taken, Brad was present but did not vote, all remaining members were in favor and the motion passed. Jeff Gilbert and Esther Kennedy were not present for the vote.
- Chris S. nominated Jeff Gilbert for Treasurer, Chris H. seconded, a roll call vote was taken, all were in favor and the motion passed. Jeff Gilbert and Esther Kennedy were not present for the vote.

Roger mentioned an email went out with information on the following two upcoming events:

- Jan 21st National Fishermen Magazine, ZOOM meeting on offshore wind
- January 14th NH DOT Public ZOOM meeting on the Hampton/Seabrook bridge

7. OLD BUSINESS

8. PUBLIC COMMENT

No public comment.

9. PRESS QUESTIONS

No press in attendance.

10. ADJOURNMENT

Erik made a motion to adjourn, Chris H. seconded, a roll call vote was taken, all were in favor and the motion passed. The meeting adjourned at 6:55 PM. Jeff Gilbert and Esther Kennedy were not present for the vote.

HL Patten CONSTRUCTION

P.O. BOX 450, KITTERY, ME 03904

CHANGE ORDER PROPOSAL #05

PROJECT: Portsmouth Commercial Fish Pier – Bulkhead Rehabilitation
Portsmouth, NH
GC: H.L. Patten Construction, Inc.
OWNER: Pease Development Authority

DATE: 1/14/21

CHANGE PROPOSED: Supply Hydraulic Hoists

Supply 2 Rotzler hoists per Rose's Marine Work Order #515326, dated 10/27/20. Pick up in Gloucester, MA and deliver to the project site

Detailed Breakout attached

EFFECT ON CONTRACT SUM: Increase to contract sum: \$11,000.00

EFFECT ON CONTRACT TIME: None


PROPOSAL SUBMITTED:
H.L. Patten Construction


PROPOSAL ACCEPTED:
Pease Development Authority

Kyle Vandemoer, P.E.
Digitally signed
by Kyle
Vandemoer, P.E.
Date: 2021.01.14
13:12:19 -05'00'
PROPOSAL ACCEPTED:
Appledore Engineering

ROSE'S OIL SERVICE / dba ROSE'S MARINE
 PO BOX 1346
 GLOUCESTER, MA 01930

WORK ORDER #: 515326
 PAGE: 1

08458 HL PATTEN CONSTRUCTION I Length :
 PO BOX 450 Model :
 KITTERY, ME 03904 Make :

DATE : 01/15/21

(H) (207) 439-2008 (W) () -

Boat Id :
 Boat Name : NH PORT AUTHORITY
 Hull Id # :

Job	Job Description	Part #	Description	Qty	Extension
101	POWER UNIT - VALVE -	BALCEM3710T	7-1/2HP 180	2.00	2,040.00
	WINCH - FILTER - HYD	VICV10PUMP	V10 PUMP ON	2.00	592.02
	HOSE & FITTINGS	M182582A	MAGNALOY AD	2.00	168.64
	ADDITIONAL	LOVL-100X1-3/8	LOV COUP L	2.00	68.94
		LOVL-100X3/4	LOV COUP L1	2.00	68.94
		LOVL-099/100BLK	NBR SPIDER	2.00	34.94
		CRO134174	SBA-2 MOTOR	2.00	454.00
		T11.CW.0.0.SS	ROTZLER WIN	2.00	3,881.50
		CROSF1-25	3/4 " FILT	2.00	63.04
		:MISCFASTENERS	FITTINGS	1.00	300.00
				Parts:	7,672.02
					7,672.02
101.1	CUSTOM FABRICATED 40	:40GALLON	SS TANK	2.00	2,400.00
	GALLON SS TANK WITH LEGS				
	TO ACCEPT PUMP/MOTOR				
	ASSEMBLY			Parts:	2,400.00
					2,400.00
101.2	IN LINE RELIEF IN ORDER	SUNRPECLBN	RELIEF CART	2.00	156.00
	TO RESTRICT LIFTING				
	CAPACITY OF WINCH TO 500			Parts:	156.00
	LBS.				156.00

COMMENTS :

WORK ORDER SUMMARY

Total Parts : 10,228.02
 Freight Charges : 0.00
 Sales Tax : 0.00
 =====
 10,228.02

Supply Hydraulic Hoists		
Rose's Marine	10,228.00	
Margin	512	
Freight - Patten Truck	260	
	11,000.00	



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market Street, Portsmouth, NH 03801 (the "Premises"), under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Cianbro Corporation, 101 Cianbro Square, Pittsfield, ME 04967 ("CIANBRO") to use property of the State of New Hampshire pursuant to the terms of this ROE and for no other uses unless expressly authorized in writing:

PREMISES: Market Street Terminal
555 Market Street
Portsmouth, NH 03801

PURPOSE OF ROE: Use of Premises for Trans-Loading Dredge Materials

PERIOD OF USE: February 1, 2021 through June 30, 2021

FEE: Applicable terminal fees per Exhibit C

This ROE is given to CIANBRO subject to the following conditions:

1. The term of the ROE shall begin on February 1, 2021 and expire on June 30, 2021.
2. CIANBRO is authorized to utilize the Premises to trans-load dredge materials from barges to trucks for transportation to upland disposal. CIANBRO agrees to work cooperatively with PDA-DPH and to abide by all restrictions on use which may be imposed to ensure the interests of the terminal are being served and met at the Premises.
3. Use of the Premises by CIANBRO may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to, and use of, the Premises. PDA-DPH agrees to work cooperatively with CIANBRO to accommodate its needs, if possible, during such periods of time.
4. CIANBRO shall maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the floating concrete docks.
5. CIANBRO's use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the Premises.
6. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by CIANBRO's, or any of its employees, agents, servants, invitees, licensees, or contractors, use of the Premises shall be reimbursed by CIANBRO within 30 days.

○○○○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2730 www.peasedev.org

Cianbro Corporation, Dredging RoE, Feb-Jun 2021
Market St. Terminal
pg. 2

7. The Premises' natural features will not be altered or disturbed in any way and all areas so altered or disturbed as a result of CIANBRO's use of the Premises will be repaired or fully restored by CIANBRO prior to the termination of the ROE.

8. CIANBRO shall pay PDA-DPH all applicable fees as set forth in the Terminal charges, Exhibit C. Those charges include, but are not limited to:

- a. Dockage \$500 per day per barge berthed (not to exceed \$1,000 per day, cumulative with the aggregate barges used in conjunction with Cianbro's construction RoE)
- b. Wharfage \$0.85 per ton of dredge materials discharged
- c. Scale \$1,000 per month of usage
- d. Security/TWIC \$37 per hour where applicable

Applicable charges shall be invoiced on a monthly basis. Payments are due upon receipt and shall be made payable and forwarded to PDA-DPH, 555 Market St., Portsmouth, NH 03801.

9. CIANBRO's use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, servants, invitees, licensees, or contractors upon the Premises and/or the exercise of any of the authorities granted herein, unless said loss, damage, injury, or death is caused solely by the negligent act(s) of the PDA-DPH. CIANBRO shall indemnify, defend (with counsel acceptable to the PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:

- A. from any condition of the Premises, including but not limited to any building, structure, or improvement thereon for which CIANBRO has use of or has taken possession of hereunder, except to the extent said condition is caused solely by the negligent act(s) of the PDA-DPH;
- B. from any breach or default on the part of CIANBRO to be performed pursuant to the terms of this ROE or from any act or omission of CIANBRO or any of its agents, contractors, servants, employees, licensees or invitees; or
- C. from any accident, injury, death, loss, or damage whatsoever caused to any person or property occurring during the term of this ROE on or about the Premises (including but not limited to any dock and pier areas) arising out of or incidental to: 1) the use, management, or control of the Premises by CIANBRO or any of its agents, contractors, servants, employees, licensees, or invitees; or 2) activities which are undertaken pursuant to or subject to this ROE.

10. On or before the effective date of this ROE, CIANBRO and any agent, contractor, or vendor of CIANBRO shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A, including Environmental/Pollution Liability Coverage.

11. CIANBRO, prior to the start of the project, shall provide the PDA-DPH a copy of a Storm Water Pollution Prevention Plan (SWPPP) for the PDA-DPH approval. The SWPPP shall include the handling of the dredge materials during the trans-loading and transportation through the terminal to the terminal exit and final housekeeping upon completion of project.

Cianbro Corporation
Right of Entry, Market St. Terminal
pg. 3

12. CIANBRO shall provide the PDA-DPH with analysis profile of dredge materials to be trans-loaded across the terminal wharf.

13. CIANBRO shall provide the PDA-DPH with verification of load weights exiting the terminal for the purposes of assessing Wharfage Fees.

14. CIANBRO shall submit a project schedule to the PDA-DPH Operations Manager for prior approval by PDA-DPH.

15. CIANBRO shall submit a list of employees and/or sub-contractors/agents that will be accessing the property and update the list, as necessary, over the term of this ROE. Such person's shall provide proof of identity at the entry point of the Premises.

16. The Division Director or its designee may, at his or her sole discretion and for the purposes of safety or other operational factors, relocate CIANBRO or its areas of use of the Premises as may be required or necessary.

17. CIANBRO shall secure all necessary Federal, State and municipal and/or local permits and, if requested, shall provide copies of any and all permits to PDA-DPH as required.

18. Upon the termination of this ROE, CIANBRO shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. All CIANBRO property shall be removed upon termination of the ROE.

19. CIANBRO shall observe and adhere to all United States Coast Guard Maritime Security regulations, the Terminal Security Plan (Exhibit B) and orders/requests by the Division Director, Operations Manager, the Premises Security Officer, and/or any of their designees.

20. CIANBRO shall provide all necessary and required safety equipment and training for the uses allowed under this ROE. CIANBRO shall provide a copy of the Terminal Security Plan (Exhibit B) to all of its agents, contractors, servants, employees, licensees, or invitees.

21. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch.491.8 as the same may be amended. The provisions of this paragraph 21, as well as the provisions of paragraph 9, shall survive the termination of this ROE.

22. CIANBRO may terminate this ROE by giving PDA-DPH thirty (30) days advance notice in writing, conditioned upon the payment of all Fees owed to the PDA-DPH.

23. This ROE may be terminated by PDA-DPH at any time without cause or in the event of the failure of CIANBRO to perform, keep, and observe any of the conditions of the ROE and the failure of CIANBRO to correct the default or breach within the time specified by PDA-DPH by giving CIANBRO thirty (30) days written notice of termination. This ROE may be terminated immediately by PDA-DPH in the event CIANBRO fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise the safety or health of PDA-DPH employees, PDA-DPH tenants, or of the general public.

Cianbro Corporation
Right of Entry, Market St. Terminal
pg. 4

24. In the performance of this ROE, **CIANBRO** is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither **CIANBRO** nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

25. In connection with the performance of this ROE, **CIANBRO** shall comply with all statutes, laws, regulations and orders of federal, state, county and/or municipal authorities which shall impose any obligations or duties on **CIANBRO**.

26. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.

27. **CIANBRO** shall coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all requests of said agency and with all applicable rules and regulations of the Market Street Marine Terminal.

[Remainder of page intentionally left blank, signature page follows]

Cianbro Corporation
Right of Entry, Market St. Terminal
pg. 5

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 2/23/2021

Baeline A. O'Neil
Witness signature

Paul E. Brea
Paul E. Brea, Executive Director, PDA

Baeline A. O'Neil
Witness printed name

CIANBRO CORPORATION

Date: 2/12/21

DocuSigned by:
Taylor Doyon
Witness Signature
Taylor Doyon
Witness Printed Name

DocuSigned by:
Keith Anderson
Authorized Signature
Keith Anderson Vice President and General Manager
Printed Name/Title



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

EXHIBIT A

TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

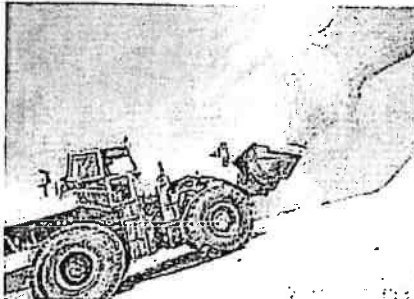
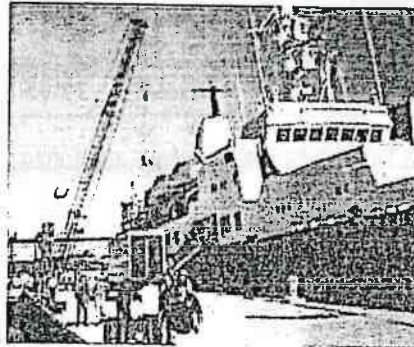
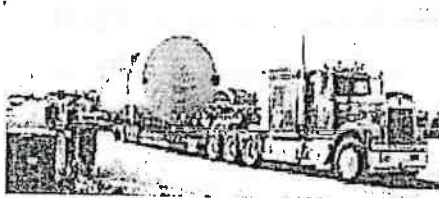
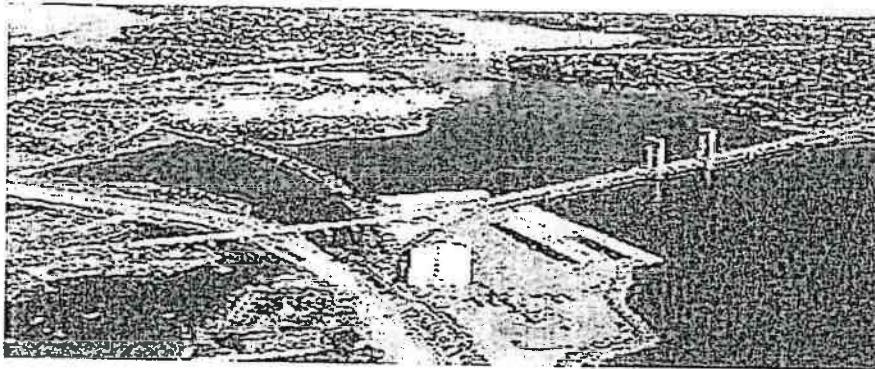
All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors
555 Market St.
Portsmouth, NH 03801
8. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
9. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
10. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
11. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

For questions, please contact the Pease Development Authority Legal Department at (603) 433-6348.

Port Authority of the
State of New Hampshire

Tenant Security and Safety Guide



NH Port Authority
555 Market Street
Portsmouth, NH 03801
Phone: 603.436.8500
Fax: 603.436-2780
E-mail: g.nichols@peasedev.org

January 2020

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EMERGENCY CONTACT NUMBERS

Title or Agency	Name	Phone	Email
Security Kiosk	Guard on Duty	(603) 766-9847	
Port Director	Geno Marconi	(603) 365-0503	g.marconi@peasedev.org
Chief Harbor Master	Tracy Shattuck	(603) 365-0505	t.shattuck@peasedev.org
Deputy Chief Harbor Master	Grant Nichols	(603) 817-0433	g.nichols@peasedev.org
Operations Manager	Whit Anderson	(603) 812-1426	w.anderson@peasedev.org
Security Supervisor	Dan Pollinger	(603) 812-3777	d.pollinger@peasedev.org
Main Office		(603) 436-8500	
Portsmouth Police Dept.	Dispatch	(603) 431-1500*	
Portsmouth Fire Dept.	Dispatch	(603) 431-1515*	
Rockingham County Sheriff	Dispatch	(603) 772-4716*	
US Coast Guard-Newcastle	Duty Officer	(603) 433-7324	
US Coast Guard	Duty Officer	(207) 767-0303	

***CALL 911 FOR EMERGENCY SITUATIONS**

ENTRY CONTROL

Introduction: The Code of Federal Regulations under Title 33, Part 105 (CFR,) and the Marine Terminal Facility Security Plan (FSP) contain stringent requirements which require the New Hampshire Port Authority (NHPA) to;

- Control access to the facility;
- Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and to;
- Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC, or is escorted by an authorized person with a valid TWIC.

CFR 105.255, (a), (1) – (4).

With these three basic mandates in mind and in contemplation of the rules and regulations contained within the CFR and the FSP, the NHPA has created this security guide for tenant organizations and contracted companies conducting business at the Market Street Marine Terminal.

Identification required: All who seek entry into the facility are required to produce some form of government issued identification when entering, e.g. Transportation Worker Identification Credential (TWIC); Port Authority issued identification card; State issued driver's license or non-drivers identification; Passport; Military identification, etc.

The guard is required to log the name, time and date, and vehicle information of everyone who enters the facility. Over time, the guards posted at the gate will come to learn your name, the company you work for and your purpose on the terminal which will make your entry to the facility much quicker.

Escorting Requirements: All who enter the facility must be either in possession of a TWIC or be escorted by a person with a TWIC. A TWIC holder may escort up to 10-people within secured areas of the facility and up to 5-people in restricted areas. Please refer to the attached TWIC ESCORT GUIDE on Page 3 for further information on the requirements.

Random Vehicle Inspections: All vehicles entering the facility may be subjected to an inspection. These inspections are conducted in both the inbound and outbound lanes at a random rate which is determined by Department of Homeland Security (DHS) rules in the CFR and the facility's FSP.

Visitors and Deliveries: Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.

Emergencies: Call 911 in all emergencies. As time allows, call 436-8500 to report the situation to the Port Authority.

TWIC Escort Guide

PURPOSE

The purpose of this guide is to provide the reader with the information necessary to meet the Market Street Marine Terminal requirements for Transportation Worker Identification Credential (TWIC) holders who escort non-TWIC holders in secure and restricted areas. Upon review of this guide, the reader should have a basic understanding of the following:

- Background and purpose of the TWIC program;
- Definitions of Secure and Restricted Areas, Escorting, Monitoring and Physical side-by-side accompaniment;
- Knowledge of the Port of New Hampshire Tenant Facility escorting procedures;
- Quick response measures and contingency plans if an escorted individual is engaged in activities other than those for which escorted access was granted.

BACKGROUND

The Maritime Transportation Security Act (MTSA) of 2002 and Security and Accountability for Every (SAFE) Port Act of 2006 required the Department of Homeland Security to establish rules to prevent an unauthorized person from getting into a secure area of a vessel or facility that has a security plan.

The law requires the use of a standardized identification card. This ID is known as the "Transportation Worker Identification Credential" or "TWIC". The TWIC stores the holders identifying information, to include certain information collected from the holders fingerprint. This "biometric" information allows for the positive identification of the person in possession of the TWIC. To get a TWIC, an applicant must pass a Security Threat Assessment (STA) performed by the federal government. The assessment helps federal authorities decide if an applicant poses a security risk to the transportation industry.

Once the holder receives their TWIC, they may be granted unescorted access to secure and secure-restricted areas within a facility. *However*, having a TWIC does not give a person seeking entry authority to unescorted access to *all* marine terminals and facilities. Regardless of the TWIC holders desire or need to enter a given facility, a person holding a TWIC must also have permission from the Facility Security Officer (FSO) or his/her designee for unescorted access.

There are some people who do not need to have a TWIC for unescorted access. These include Federal officials, State or local law enforcement officers, or State or local emergency responders, all of whom may access secure and restricted areas unescorted in the course of performing their official duties.

SECURE AND SECURE-RESTRICTED AREAS

Under MTSA rules, an owner or operator *must* designate certain areas of their facility as secure or secure-restricted. These designations are made based on the business performed at the facility.

A **secure area** is an area that has security measures in place for access control.

A **restricted area** is a part of a secure area that needs more limited access and higher security.

See Pg. 8 for a list and map of the restricted areas existing at Market Street Terminal.

Note: Being in a secure or secure-restricted area without authorization is a breach of security and is against the law.

ESCORTING IN A SECURE BUT NON-RESTRICTED AREA

Under federal law, the escorting requirement in *secure but non-restricted areas* is met through the physical accompaniment of no more than ten (10) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must ensure that an individual they are escorting is not engaging in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security in accordance with the existing approved facility security plan. At the terminal, tenants meet this requirement by communicating with hand-held radios, cellular phones and land-line telephones.

Side by side physical accompaniment is not always necessary as the federal law allows for *Monitoring within a secured area*. Monitoring of non-TWIC holding personnel within secure areas is conducted through a combination of lighting, security guards, and surveillance equipment. Bridge workers, landscapers, delivery drivers and others who do not hold a TWIC are often monitored by security personnel via the terminal camera system as they conduct their business.

ESCORTING IN A RESTRICTED AREA

Under federal law, escorting in a *restricted area* can be accomplished only by side-by-side escort with an escort ratio of not more than five (5) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must be near and able to see the escorted individual(s) at all times he/she is in the restricted area. The authorized escort must provide reasonable assurance that the individual(s) under escort is/are not engaging in activities other than those for which access was granted. In all cases, there must be the ability to communicate a breach in security in accordance with the existing approved facility security plan which, just like the secure area, is accomplished with hand-held radios, cellular phones and land-line telephones.

ESCORTING FROM A VEHICLE

When conducting an in-vehicle tour of terminal grounds the escort ratio requirements are waived provided that no person(s) under escort exits the vehicle while on premises. Therefore, one TWIC holder could escort a bus full of personnel in any area of the terminal, provided no one exits the vehicle.

ESCORT QUICK-RESPONSE MEASURES

As an escort, you must plan to respond quickly if the individual you escort (a) enters an area without authority or (b) does something that you have not authorized. In the event the escorted individual(s) departs from the escort and/or exhibits suspicious behavior, or fails to comply with the escort procedure, you should attempt to gain compliance by a verbal request. If the individual does not comply, there has been a BREACH OF SECURITY and you are required to take the following measures:

- Immediately contact the Chief Harbor Master/FSO at the port office by phone (436-8500) or, call 911 if no one is available.
- Report the precise location and nature of the incident.
- From a safe distance, attempt to maintain visible contact with the individual;

Remember, never attempt to detain an individual during a breach of security. For your safety, always let the Chief or Deputy Chief Harbor Master, the local Police or Coast Guard personnel assess and resolve the situation.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *lab*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: February 1, 2021
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 #4461, from Norman Pike to Michael Noyes.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: January 29, 2021

Norman Pike and Michael Noyes are requesting the transfer of a Commercial Mooring Permit (#4461) in the Seabrook Harbor mooring field. Norman Pike is selling fishing related equipment to Michael Noyes. Attached is documentation of Noyes' commercial enterprise in the form of his fishing license. Also attached is the transfer request from Pike. Michael Noyes 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 #4461 be transferred to:

Michael K Noyes
11 Moody St
PO Box 3617
Byfield, MA 01922



TO: Paul Brean, Executive Director, PDA *PeB*
FROM: Geno J. Marconi, Director, DPH *(Signature)*
DATE: February 1, 2021
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 #7934, from Katerina Chong to Troy Collins.

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: January 29, 2021

Katerina Chong and Troy Collins are requesting the transfer of a Commercial Mooring Permit (#7934) in the Seabrook Harbor mooring field. Katerina Chong is the wife of Juan Peralta, who passed away on November 9, 2020 leaving her in possession of the permit. Katerina Chong is selling fishing related equipment to Troy Collins. Attached is documentation of Collins commercial enterprise in the form of his fishing license. Also attached is the transfer request from Chong. Troy Collins 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 #7934 be transferred to:

Troy Collins
10 Mill Lane
Hampton Falls, NH 03844



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *PcB*
FROM: Geno J. Marconi, Director, DPH *(JM)*
DATE: February 18, 2021
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 #970, from J. Martin McLaughlin to Tyler McLaughlin.

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 *TR*
Re: Commercial Transfer
Date: February 18, 2021

J. Martin McLaughlin and Tyler McLaughlin are requesting the transfer of a Mooring Permit (#970) in the Rye Harbor mooring field. Attached is documentation of Martin's commercial enterprise in the form of his fishing license. Also attached is the transfer request from Martin. Tyler McLaughlin 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 #970 be transferred to:

Tyler McLaughlin
7 Laurel Ct
Portsmouth, NH 03801



TO: Paul Brean, Executive Director, PDA *ps*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: February 18, 2021
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 #7763, from Katerina Chong to Robert Nudd.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: February 18, 2021

Katerina Chong and Robert Nudd are requesting the transfer of a Mooring Permit (#7763) in the Hampton Harbor area 3 mooring field. Attached is documentation of Nudd's commercial enterprise in the form of his fishing license. Also attached is the transfer request from Chong. Chong is the widow of Juan Peralta, who passed away in November. Robert Nudd 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 #7763 be transferred to:

Robert Nudd
531 Exeter Rd
Hampton, NH 03842



PEASE
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555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *fab*
FROM: Geno J. Marconi, Director, DPH
DATE: February 18, 2021
RE: Commercial Mooring Transfer *W*

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #2460, from Lawrence Bohley to Michael Naples.

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 *MS*
Re: Commercial Transfer
Date: February 18, 2021

Larry Bohley and Michael Naples are requesting the transfer of a Mooring Permit (#2460) in the Peirce Island back channel mooring field. Attached is documentation of Naples' commercial enterprise in the form of his fishing license. Also attached is the transfer request from Bohley. Michael Naples 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 #2460 be transferred to:

Michael Naples
7 French Cross Rd
Madbury, NH 03823

TO: Paul Breaun, Executive Director, PDA *PAB*
FROM: Geno J. Marconi, Director, DPH *GJM*
DATE: February 16, 2021
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 #6044, from Patricia Randall to Arnold Wayne Adams.

I have reviewed the attached paperwork and concur with the local Harbormaster and the Deputy 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: Deputy Chief H/M Grant M. Nichols
Re: Commercial Transfer
Date: February 16, 2021

1. Patricia Randall is seeking to transfer her commercial mooring permit (#6044) located in Seabrook Harbor to Arnold Wayne Adams.

2. Ms. Randall applied for and was granted a transfer of her husband's commercial mooring after his passing during the 2019 – 2020 mooring season. Her wish is to transfer the commercial mooring permit and sell the assets of the business to her current business partner Mr. Adams. Documentation is attached in the form of Adams 2021 commercial fishing license and proof of landings from the 2020 fishing season from Randall and Adams shared business.

3. Mr. Adams has supplied an Initial Commercial Use Mooring Application with a valid NH Non-resident Saltwater fishing license, a valid MA fishing license and a 2021 MA Boat Registration for the vessel he intends to assign to the mooring once the transfer is complete. He has also supplied an executed bill of sale for the vessel currently assigned to Mooring #6044 and all of its gear. Mr. Adams has also indicated in writing that he understands that the permit must remain in commercial use. He has also paid the transfer fee and the initial permit application fee.

I recommend that permit #6044 be transferred to:

Arnold Wayne Adams
114 Cable Road
Salisbury, MA 01952





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555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA 
FROM: Geno J. Marconi, Director, DPH 
DATE: February 22, 2021
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 #4168, from Jeffrey Thurlow to Jeffrey Thurlow, Jr.

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.



TAKING YOU THERE

phone 603-436-8500

fax 603-436-2780

www.peasedev.org

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TJS*
Re: Commercial Transfer
Date: February 22, 2021

Jeffrey Thurlow and Jeffrey Thurlow, Jr. are requesting the transfer of a Commercial Mooring Permit (#4168) in the Seabrook Harbor mooring field. Jeffrey Thurlow is selling traps and related equipment to Jeffrey Thurlow, Jr. Attached is documentation of Thurlow, Jr's commercial enterprise in the form of his fishing license. Also attached is the transfer request from Thurlow. Jeffrey Thurlow, Jr 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 #4168 be transferred to:

Jeffrey Thurlow, Jr
164 High Road
Newbury, MA 01951



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555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *gab*
FROM: Geno J. Marconi, Director, DPH *(Signature)*
DATE: March 1, 2021
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 #7570, from Geoffery Ouellette to Matthew O'Neil.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: March 1, 2021

Geoffery Ouellette and Matthew O'Neil are requesting the transfer of a Mooring Permit (#7570) in the Hampton Harbor area 3 mooring field. Attached is documentation of O'Neil's commercial enterprise in the form of his fishing license. Also attached is the transfer request from Ouellette. Matthew O'Neil 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 #7570 be transferred to:

Matthew O'Neil
2 Bayshore Drive
Meredith, NH 03253

TO: Paul Brean, Executive Director, PDA *PAB*
FROM: Geno J. Marconi, Director, DPH *JM*
DATE: March 1, 2021
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 #7825, from Joseph Armano to Matthew Merrow.

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 *TJS*
Re: Commercial Transfer
Date: March 1, 2021


Joseph Armano and Matthew Merrow are requesting the transfer of a Mooring Permit (#7825) in the Hampton Harbor area 4 mooring field. Attached is documentation of Merrow's commercial enterprise in the form of his fishing license. Also attached is the transfer request from Armano. Matthew Merrow 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 #7825 be transferred to:

Matthew Merrow
27 ½ West St
Concord, NH 03301



To: Pease Development Authority (“PDA”), Board of Directors
 From: Geno Marconi, Division Director 
 Date: March 8, 2021
 Subject: Report on the Commercial Fishermen Days at Dover DMV for the 2021 season

Since 2012 during each renewal season the Division of Ports and Harbors (“the Division”) has partnered with the NH Fish and Game Department and the Department of Safety for a Commercial Fisherman’s Day at the Dover Point Division of Motor Vehicles (“DMV”) office.

The three agencies set up an area at the DMV dedicated to assisting the commercial fishing industry with a “one-stop” service that allows them to renew their fishing licenses and boat registrations allowing them to submit these with their mooring reapplications, berthing, and pier use permits. Without this program, fishermen would need to make multiple trips to each separate agency in association with their business. This year was a bit different, taking precautions for Covid-19, appointments were set up in 15 minute increments.

This program continues to very successful and this season’s results are listed below:

December 5, 2020

- 14 Mooring Permits
- 6 Pier Use Permits
- 6 Skiff Permits
- 7 Hoist Safety forms

December 12, 2020

- 24 Mooring Permits
- 1 Waitlist Applications
- 8 Pier Use Permits
- 3 Skiff Permits
- 6 Hoist Safety forms
- 2 Berthing Permits

<p>Totals:</p> <ul style="list-style-type: none"> • 38 Mooring Permits • 14 Pier Use Permits • 9 Skiff Permits • 2 Berthing Permits • 13 Hoist Safety forms
--

The Division continues to see increased numbers and positive feedback each year as the word gets out around the local industry.



MOTION

Director Ferrini:

The Pease Development Authority ("PDA") Board of Directors hereby approves of and consents an extension of the Right of Entry ("ROE") for Juliet Marine Systems, Inc. ("Juliet"), under the same terms and conditions in the ROE dated May 16, 2019, for the use of the facilities at the Market Street Terminal for the purpose of storage, and the eventual loading (onto a ship), of the 60' vessel known as the "Ghost boat" for a period of twelve (12) months commencing May 1, 2021, on a month to month basis, or until April 30, 2022; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated February 24, 2021, attached hereto.

NOTE: ROLL CALL Vote Required.




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555 Market Street, Suite 1 Portsmouth, NH 03801

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

From: Geno Marconi, Director 

Date: February 24, 2021

Subject: Juliet Marine Systems, Inc., Extension of Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the “Division”) received a request from Juliet Marine Systems, Inc. (“Juliet”) to extend its Right of Entry (“ROE”) at the Market St. Terminal (the “Premises”) for storage, and the eventual loading (onto a ship), of the 60’ vessel known as the “Ghost boat” (“Ghost”) for a period of 12 months under the same terms and conditions set forth in the ROE dated May 16, 2019.

The Division reviewed the request and recommends approval of both requests subject to the following terms and conditions:

- PREMISES:** Market St. Terminal, 555 Market St., Portsmouth, NH
- PURPOSE:** Storage and loading of GHOST vessel
- TERM:** Beginning on May 1, 2021, on a month to month basis, or until April 30, 2022
- DOCKAGE:** As applicable under the Terminal Charges, invoices will be issued at the time of service
- WHARFAGE:** \$350 outbound
- STORAGE:** \$300 per month for the term of the agreement
- INSURANCE:** Juliet, and/or any contractor, subcontractor, or agent of Juliet providing to the Division satisfactory evidence of insurance, outlined in Exhibit A (attached)

February 22, 2021

Geno Marconi, Director of Ports and Harbors
Pease International Ports and Harbors
Market Street Terminal
555 Market Street, Suite 1
Portsmouth, NH 03801

Dear Geno,

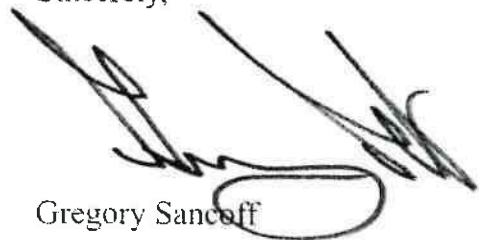
Thank you very much for the opportunity to store GHOST at the Market Street Terminal.

As we've discussed in the past, Juliet Marine is still in talks with CMI Defense regarding an order for 17 GHOST vessels, which would kick off with the restoration and shipment of the GHOST prototype, currently stored at the Port.

We have been delayed by the decision-making and approval process both on the part of the U.S. Government, and the government of our anticipated end user and over the past year by the travel restrictions brought on by COVID-19. While we have verbal assurances the program will move forward we are still 'all stop' until the deal has been formalized.

With all that said, I would again like to request that the PDA Board consider a 12 month extension of GHOST storage at the Market Street Terminal.

Sincerely,



Gregory Sancioff
President & CEO

EXHIBIT A
INSURANCE REQUIREMENTS

TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (APDA-DPH@) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority-Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
8. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
9. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
10. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
11. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

THE PDA/DPH IS TO BE NAMED AS AN ADDITIONAL INSURED FOR ALL SHIP LOADING OPERATIONS
CERTIFICATES OF INSURANCE MUST BE RECEIVED BEFORE THE START OF WORK



MOTION

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to execute a Project Partnership Agreement (PPA) between the Army Corps of Engineers and PDA for the “Portsmouth Harbor & Piscataqua River Navigation Improvement Project, New Hampshire and Maine” (the “Project”), submitted to the Division of Ports and Harbors (“DPH”) related to the expansion of the Piscataqua River’s Uppermost Turning Basin, and to commit funds for the Project pursuant to the PPA ; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 8, 2021.

NOTE: ROLL CALL Vote Required.



PEASE

INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: March 8, 2021

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

From: Geno Marconi, Division Director 

Subject: Portsmouth Harbor & Piscataqua River Navigation Improvement Project,
New Hampshire and Maine: Uppermost Turning Basin Expansion

In accordance with RSA 12-G: 45, the Pease Development Authority Division of Ports and Harbors (the "Division") is responsible for managing harbor and channel dredging activities within state tidal waters. In accordance with RSA 12-G:43, I (c), the Division shall cooperate with any agency or department of the federal government in planning the maintenance, development, and use of the state ports and state tidal waters. Furthermore, RSA 12-G: 42 XVI, authorizes the PDA, acting through the Division, to enter into project partnership agreements ("PPA") with the Department of the Army ("ACOE"). Consistent therewith, the ACOE seeks to enter into a PPA with the Division in connection with the Portsmouth Harbor & Piscataqua River Navigation Improvement Project, New Hampshire and Maine (the "Project"), a project of vital importance to the State of New Hampshire.

The Army Corps of Engineers ("ACOE") has received federal funding and is preparing the Project for the start of the "Dredge Window" of November 2021. The ACOE requires that the Division enter into a PPA in which the ACOE agrees to widen the existing 800-foot wide turning basin to give an improved width of 1200 feet at the existing 35-foot depth, plus mitigation for impacts to eelgrass resources in the dredged area, and the Division agrees to be the Non-Federal Sponsor responsible for a specific portion of the project estimated costs as follows:

TOTAL PROJECT COST:	25,264,143.00
STATE CONSTRUCTION SHARE:	6,033,143.00
STATE MITIGATION SHARE:	78,750.00
STATE O&M SHARE:	2,537,300.00
<u>TOTAL STATE SHARE:</u>	<u>8,649,193.00</u>

The two (2) primary funding sources for the State share are Capital Appropriations:

- HB 25-FN-A, Chapter 220 (2015), \$5,355,500 (\$285,550 in Bonds is to be paid back to the General Fund by the Division)
- HB 25-FN-A, Chapter 228 (2017), \$2,138,000

Of the \$7,493,800.00 appropriated for the project, \$7,241,550 remains (\$252,250 previously paid for engineering share).

Based on the most recent project estimate presented by the ACOE, there is a \$1,407,643 delta between available funds and the estimated project share of \$8,649,193. The Division has been working with the Office of the Legislative Budget Director and the House Public Works Committee, as well as other House and Senate members, on securing the needed funding and will be submitting a Capital Request for those funds.

Therefore, the Division recommends the PDA Board of Directors authorize the PDA Executive Director to execute the PPA with the U.S. Army Corps of Engineers.