

Place: 55 International Drive –Board Conference Room

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BOARD OF DIRECTORS' MEETING

AGENDA

- I. **Call to Order:**
- II. **Acceptance of Meeting Minutes: Board of Directors' Meeting of January 20, 2022 * (Anderson)**
- III. **Public Comment:**
- IV. **Committees:**
 - A. Report:
 1. Airport Committee *
 2. Transportation Management Committee *
 3. Golf Committee *
- V. **Old Business:**
 - A. Report:
 1. Potential Air Cargo Development – Status Update by Executive Director *
- VI. **Finance:**
 - A. Executive Summary *
 - B. Reports:
 1. FY2022 Financial Report for the Seven Month Period Ending January 31, 2022 *
 2. Cash Flow Projections for the Nine Month Period Ending November 30, 2022 *
- VII. **Licenses/ROEs/Easements/Rights of Way:**
 - A. Reports: *
 1. Port City Air – Hangar 227 – Cold Storage of Four (4) Vehicles
 2. PlaneSense – Right of Entry – 105 Flightline Road
 3. US Navy – Right of Entry - Emergency Vehicle Operating Classes – North Apron
 4. New England Seacoast Region Chapter 225 of the Experimental Aircraft Association – Right of Entry - Skyhaven
 5. Jalbert Leasing, Inc. d/b/a C & J Bus Lines – Right of Entry – Hampton Street
 - B. Approvals:
 1. Vibe Motors – Concession Agreement * (**Lamson**)
 2. New England Aerobatic Club – Right of Entry – Skyhaven * (**Fournier**)

VIII. Leases:

- A. Reports: *
 - 1. Sublease between 100 International, LLC and Equitable Financial Life Insurance Company (Suite #340)
 - 2. Sublease between 200 International, LLC and Pirouette Medical Inc. (Suite #170)

IX. Contracts:

- A. Reports: *
 - 1. Pease Golf Course – Commercial Seating Products Inc. - 180 Amigo Inter Stackable Resin Folding Function Chairs
 - 2. Pease Gold Course - Finch Turf, Inc. - Lely 550 lb Hopper Fertilizer Spreader
 - 3. Stratham Tire – 2008 Volvo Front End Loader Tire Replacement
- B. Approvals:
 - 1. Honeywell International Inc., - Maintenance Service Agreement * **(Ferrini)**
 - 2. aboutGOLF Simulator 3-year Subscription Renewal * **(Fournier)**
 - 3. Addendum to Contract with Five Star Golf Cars for Ten (10) Additional Golf Cars during the 2022 Season * **(Anderson)**
 - 4. McFarland Johnson - Airport Terminal Program Funding Opportunity * **(Parker)**

X. Signs:

- A. Report: *
 - 1. Paddy's American Grille – 27 International Drive

XI. Executive Director:

- A. Reports:
 - 1. Golf Course Operations *
 - 2. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) January and February, 2022 *
 - 3. Corporate Drive Improvements Update *
 - 4. Staff Presentation – PDA Land Use Controls Overview *
- B. Approvals:
 - 1. Bills for Legal Services * **(Fournier)**
 - 2. Allegiant Airlines – Marketing * **(Lamson)**

XII. Division of Ports and Harbors:

- A. Reports:
 - 1. Port Advisory Council Minutes of January 12, 2022 *
 - 2. Commercial Mooring Transfer – McEvoy to Poulin *
 - 3. Commercial Mooring Transfer – Titone to Noyes *
 - 4. Commercial Mooring Transfer – Beliveau to Lentz *
 - 5. Commercial Mooring Transfer – Meyer to Cumings *
 - 6. Commercial Mooring Transfer – Souther to Gauron Fisheries *
 - 7. Commercial Mooring Transfer – Smith & Gilmore Fishing Pier to Hampton Beach Parasail *

8. Commercial Moorings for Hire – Safe Harbor Wentworth by the Sea *
9. Recognition / Certification by International Association of Maritime and Port Executives of PDA / DPH as an Education Partner *
10. Wetlands Permit Application-Underground Fuel Storage Tank Piping Replacement-Rye Harbor Marine Facility *

B. Approval:

1. Hampton Harbor Marine Facility - Additional Design Proposal, Dock Replacement and Steel Pipe Pile Relocation * **(Fournier)**
2. Hampton Harbor Marine Facility – Float, Dock & Piling Replacement * **(Ferrini)**
3. 555 Market Street Terminal - Security Fencing * **(Anderson)**
4. Market Street Terminal - Main Wharf Rehabilitation Change Order * **(Parker)**
5. 315 Market Street - Granite State Minerals – Bollard Installation * **(Lamson)**

XIII. New Business:

A. Report:

1. PlaneSense – Presentation regarding Potential Leasehold Expansion and Building Expansion

XIV. Special Event:

A. Report: *

1. Millennium Running - St. Patty's 5k/10k Road Race held on March 12, 2022

XV. Upcoming Meetings:

Port Committee	April 7, 2022 @ 8:00 a.m.
Audit Committee	April 18, 2022 @ 8:30 a.m.
Finance Committee	April 18, 2022 @ 9:30 a.m.
Board of Directors	April 21, 2022 @ 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



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Anderson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, January 20, 2022.

N:\RESOLVES\2021\Approval of Minutes 3-17-2022.docx

○○○○ TAKING YOU THERE

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

Thursday, January 20, 2022

Presiding: Kevin H. Smith, Chairman
Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Erik Anderson; Steve Fournier; Margaret F. Lamson; and Susan B. Parker
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director /General Counsel; Maria Stowell Engineering Manager; Suzy Anzalone, Finance Director; Geno Marconi, Division of Ports and Harbors ("DPH") Director; EJ Chea, Pease Golf Course Head Superintendent; Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance and Raeline A. O'Neil, Legal Executive Assistant

AGENDA

I. Call to Order:

Chairman Smith ("Smith") called the meeting to order at 9:13 a.m.

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of December 16, 2021

Director Anderson moved the motion and Director Lamson seconded to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, December 16, 2021.

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

III. Public Comment:

Smith called for public comment. No one asked to speak.

IV. Old Business:

A. Approvals:

- 1. Port City Air Site Review Approval Extension, North Fuel Farm at 14 Aviation Avenue

Director Parker moved the motion and Director Lamson seconded that the Pease Development Authority ("PDA") Board of Directors hereby approves of and authorizes a one (1) year extension to the Site Review approval granted to Port City Air ("PCA") for improvements to the fuel farm located at 14 Aviation Avenue in accordance with PDA Site Plan Review Regulations Part 403.03(a); all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated January 7, 2022.

Discussion: None. Disposition: Resolved by unanimous vote with the Chair abstaining for; motion carried.

2. Lonza Biologics – Six Month Extension of Site Plan and Conditional Use Permit

Director Ferrini 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 six (6) month extension, to July 21, 2022, to the Site Review approval granted to Lonza Biologics, Inc. (“Lonza”) for the premises located at 70/80 Corporate Drive; and
- B. a six (6) month extension, to September 18, 2022, 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, 2022.

Discussion: None. Disposition: Resolved by unanimous vote with the Chair abstaining for; motion carried (6-0).

V. Finance:

A. Executive Summary

Finance Director Suzy Anzalone (“Anzalone”) stated the reports were to November 30, 2021 and stated consolidated revenues are favorable to the budget by 30.7%. While this indicates a strong favorable variance, this figure includes the sale of 30 New Hampshire Avenue in November (\$1.75 million, a one-time transaction). Anzalone indicated that excluding this sale, PDA is still ahead of budget by 7.5% and operating expenses are trending favorably by 10.7%. Anzalone informed the Board that the line item “Information Technology” is over budget on a year-to-date (YTD) as this includes the cost of \$23,000 for the new lease management software. This purchase had originally been included as part of PDA’s capital expenditures, but after consulting with the auditors and based on a new accounting pronouncement, it is considered an operating expense so it was reclassified to operations.

Director Lamson (“Lamson”) asked Anzalone of the reduced amount indicated under the airport; Executive Director Brean (“Brean”) stated this reduced figure is as a direct result of COVID. Further, while there has been some CARES Act funding to offset rental concession, parking fees, fuel flowage fees etc.

B. Reports:

1. FY2022 Financial Report for the Five Month Period Ending November 30, 2021

Anzalone indicated the current assets are \$10.8 million which represents unrestricted cash balance of \$8.9 million as of November 31st; the current unrestricted cash balance is at \$7.5 million with the major driver being the \$1.4 million payment to the City of Portsmouth for the Municipal Services Fees (real estate taxes). The YTD capital expenditures are \$1.7 million with details provided in the attached report. The liabilities at the end of November were \$6 million comprising of accounts payable and accrued expenses of \$2.9 million and \$2.7 million in construction project retainage.

2. Cash Flow Projections for the Nine Month Period Ending September 30, 2022

Anzalone informed the Board that over the next nine months PDA is anticipating \$16.4 million in cash inflows to include \$1.9 million in grant funds that PDA is anticipating receiving any time now from the Airport Rescue Plan Act. Conversely, cash outflows over the next nine months are projected to be \$19.5 million with an inclusion of \$9.5 million in non-grant related capital expenditures. Anzalone indicated that senior management met last month and based off the current strong cash flow, some of the capital projects have been reprioritized. Anzalone assured the Board while the strong cash flow is being put to good use, PDA will retain a sufficient cash flow for its ongoing operations without occurring any additional debt. Anzalone stated additional details regarding the capital projects can be found within the report.

Anzalone reminded the Board that information concerning the Golf Course and Grill 28 is now located further back in the packet under Executive Director and Golf Course.

Parker asked if there is a matching requirement to the Airport Rescue Plan Act / grant; Anzalone indicated this was a one-time payment received as a result of the Airport Rescue Plan Act which is COVID related and is to be used for operations. Brean also stated that the value received is associated with passenger enplanements at the terminal; Parker indicated that this also recognizes the downside of COVID too.

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

A. Reports:

1. Port City Air – Hangar 227 – Cold Storage of two Vehicles
2. PROCON – 14 Aviation Avenue – Right of Entry Extension to January 31, 2022
3. PROCON – North Apron – Right of Entry Extension to January 31, 2022
4. City of Portsmouth – Police Department – North Apron – Right of Entry from April 1, 2022 through August 31, 2022 for Emergency Vehicle Operator Training
5. Falcon Systems Transportation (d/b/a East West Aeronautical) – North Apron – Right of Entry to May 31, 2022
6. Port City Air – Hangar 227 – Cold Storage of four Vehicles through January 31, 2022

Brean informed the Board there were actually six Rights of Entry as the sixth item was an extension to item 1 for Port City Air's cold storage of vehicles. (NOTE: The documentation regarding item 6 was provided to the Board in its packet but was inadvertently omitted on the agenda; this extension for the cold storage of four (4) vehicles goes through January 31, 2022.)

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

1. Name: Port City Air
License: Right-of-Entry
Location: Hangar 227
Purpose: Cold storage of Four (4) Vehicles
Term: Through December 31, 2021

2. Name: PROCON LLC
License: Right-of-Entry
Location: North Apron
Purpose: Site Inspection Purposes
Term: Through January 31, 2022

3. Name: PROCON LLC
License: Right-of-Entry
Location: 14 Aviation Avenue (a/k/a Hangar 227)
Purpose: Site Inspection Purposes
Term: Through January 31, 2022

4. Name: City of Portsmouth – Police Department
License: Right-of-Entry
Location: North Apron
Purpose: Emergency Vehicle Operation Training
Term: April 1, 2022 through August 31, 2022

5. Name: Falcon Systems Transportation, LLC (dba) East West Aeronautical
License: Right-of-Entry
Location: North Apron
Purpose: Survey / Site Inspection Purposes
Term: January 1, 2022 through May 31, 2022

6. Name: Port City Air
License: Right-of-Entry
Location: Hangar 227
Purpose: Cold storage of Four (4) Vehicles
Term: Through January 31, 2022

Director Fournier was consulted on all of these ROEs and granted his consent.

B. Approvals:

1. Wood Environment & Infrastructure Solutions, Inc. – 35 Airline Avenue

Director Levesque moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby approves of and consents to issuing a six (6) month extension to the Right of Entry (“ROE”) issued to Wood Environment & Infrastructure Solutions, Inc. for the extension period of February 1, 2022 through July 31, 2022, for use of 3,200 square feet of the premises at 35 Airline Avenue, at its sole risk, for storage of well testing equipment and associated materials; all in accordance with a memorandum from Jared Sheehan, Environmental Compliance Coordinator, dated January 10, 2022.

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

VII. Leases:

A. Reports:

1. Sublease between NH Avenue Retail Center, LLC and Laboratory Billing Solutions (Suite #245)

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

- A. Tenant: Laboratory Billing Solutions, Inc.
 Space: 2,027 square feet at 14 Manchester Square (Suite #245)
 Use: Office and related use
 Term: Three (3) 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.

B. Approvals:

1. Option Requests:
 - a. Aviation Avenue Group, LLC – 100 New Hampshire Avenue; 7 Lee Street and 14 Aviation Avenue (Hangar 227) – Option Agreement

Director Fournier moved the motion and Director Levesque seconded that the Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Executive Director to finalize and execute an Option Agreement with Aviation Avenue Group, LLC regarding potential air cargo facility development at 100 New Hampshire Avenue, 7 Lee Street and 14 Aviation Avenue / Hangar 227; substantially consistent with the terms and conditions set forth in the draft Option Agreement attached hereto and pursuant to the memorandum from Paul E. Brean, Executive Director, dated January 11, 2022.

Discussion: Brean indicated this was brought before the Airport Committee a couple of weeks ago and provided the Committee members with the economic benefits of this development. Brean asked to provide the Board with additional context concerning Portsmouth International Airport ("PSM"). PSM is a publicly owned no-hub commercial airport and recognized in the international plan of integrated airports by the FAA. PSM is a federally funded airport with grant assurances and federal obligations associated with the original base closure and land transfer. The airport is the basis for the Pease Tradeport and the reason for the creation of the Pease Development Authority by state statute (NH RSA 12-G). As the airport sponsor, there is an obligation to support aeronautical use on aeronautical land. Both projects to be discussed are located in the Airport Zone with uses for air cargo and e-commerce trade terminals, and its operations / activities are permitted (the FAA would like to see that type of activity). As the airport sponsor, we are to work and manage the impact the activity would bring. Brean indicated that this type of activity is not new to Pease and the type of aircraft which would be utilized would be Stage 4 aircraft which are quieter than Stage 1, 2 or 3. PSM is in a great position to support supply chain centers and it is unlikely we will see a "Logan North" as some of the Directors have referenced. Brean stated PSM will have an eclectic use of Ad Hoc type of cargo supports. Brean indicated he is confident that he and his staff, as well as the group before the Board, will be able to work in stewardship with the community. Ultimately, this is a use that is going to be warranted and recognized as an approved use by the Federal regulators.

Lamson asked if she would be able to ask the PROCON / Kane team (“the Group”) questions about the team that will be going into the area and assessing it; Brean affirmed that Lamson would have the opportunity.

John Stebbins (“Stebbins”), Managing Director of PROCON introduced his sister, Jennifer Stebbins (“Jennifer”), who is the co-Managing Director of PROCON; John Kane (“Kane”), one of the owners and principals of the Kane Company; and Paul Roy (“Roy”) who is the Director of Business Development of PROCON. Stebbins indicated that Roy has been working with PDA since 2000 and the Group are all deeply invested in the community. Stebbins indicated that both he and his sister live in Portsmouth as does their mother; Kane’s mother lives in Portsmouth and he grew up here and in Dover and the Kane company is based out of Portsmouth; and Roy lives in Newington.

Stebbins indicated that PROCON is a design/build company, largest architecture and construction firm in New Hampshire, meaning someone could come to them and PROCON could perform the design and build. He and Jennifer have a number of real estate investments (hotels/industrial/warehouse/office etc.). PROCON has partnered with the Kane Company for decades (since early 1990s) and have done over 18 million square feet of commercial development with the Kane Company and are co-invested in a number of developments together.

Kane indicated his mother started the company in the late 80s. Kane and his brother, Michael, became involved the company in the early 90s and formed a partnership with the Stebbins’ father, Mark. Kane indicated his company has established a portfolio of office/industrial/hotels and are largely dedicated to this region (Portsmouth). Kane spoke to having property at Pease (nine buildings) and stated they have been looking at this site for years; they have come together over the last 10 months as the market can now support exactly what Pease has been looking for.

Stebbins also stated the Group has teamed with Tighe & Bond, an engineering firm that has a lot of history with Pease and the Seacoast area. Stebbins indicated that Patrick Crimmins, representative of Tighe & Bond, was present at the meeting and could address any questions related to civil engineering. Stebbins spoke to an 11” x 17” packet handed-out to the Board members regarding the locations being discussed. The packet at page 2 showed various projects that have been developed by PROCON, Kane or jointly.

Kane spoke to a project at Manchester Airport where the Kane Company acquired 1 million square feet (“sf”) in 2020 and were tasked with leasing 750,000 sf of space (at this time have successfully leased 650,000 sf). Kane spoke to the price difference in leasing, but stated they have been able to establish market rents as proven at the Manchester Airport.

Stebbins spoke to the Granite Group, an established tenant at the Manchester Airport, one of the largest plumbing supply center in New England that distributes to 52 locations from one facility. Jennifer also indicated they have also done active construction on an existing building and one at an airport, so understand the challenges when building at an airport.

Roy spoke to various projects completed by PROCON; built the fuel farm facility at the Manchester Airport; also built PlaneSense here at Pease which the FAA refers to as the premier aviation facility on the East Coast; Pro Star Aviation in Londonderry which is a state of the art hangar and avionics facility; COBHAM which is a high tech radio wave facility in Exeter; the Rand Whitney facility in Dover and Gourmet Gift Baskets in Exeter.

Kane spoke to the various Kane Company projects at Pease (Lonza, Milliken Group, Teledyne) and indicated none of the tenants that it built for initially at Pease are here today which shows how vibrant the market is and that it doesn't tend to see vacancies.

Roy indicated that Hangar 227 has drawn interest from lots of individuals over the years; he has been involved with a multitude of tenants who have shown an interest in the property but have found that due to various variables, it is unusable. Roy indicated the current plan is to tear the facility down and repurposing the site; also, there is so much steel in the current building that it is almost cost neutral for demolition. Estimates to renovate the building would be approximately \$21 million; also there is almost 28 feet of wasted space (between floor to roof) that would need to be heated and therefore the operational costs would be exorbitant.

Stebbins spoke to a phasing plan at the site and acknowledges the hangar is also cold storage of vehicles / equipment by PDA. Therefore, they are proposing to relocate the vehicles / equipment as well as the 7 Lee Street (maintenance facility) to another location. Roy indicated that there have been various meetings with PDA staff to discuss location, how it would look to design; they would build a modern facility allowing for the storage of trucks, boom equipment, snow equipment, have a drive through, training area, warm stand storage and it would be economical. Stebbins indicate in an effort to keep Hangar 227 available for storage during this time, the proposal would be build next to the building on the tarmac as a first phase allowing them to get in the ground quickly and to have the maintenance facility operating prior to Hangar 227 being torn down. Stebbins indicated the full building out of this location could be as much as 400,000 sf.

Stebbins spoke to issues of traffic mitigation and making sure these projects don't affect the community in terms of both traffic and noise. The presentation provided a proposed traffic pattern and how it anticipates access onto 95 (North and South); it avoids the heart of Pease and would be a benefit to the community / prospective tenants. Tighe & Bond have been engaged to develop a scope with PDA regarding an inclusive traffic study and stated he believes they are close to it being acceptable to all parties.

Stebbins spoke to the North Apron parcel and the need for sensitivity of this location due to its proximity to the Air National Guard ("ANG"). The ANG would remain fully operational and the Group understands the ANG's desire to expand its facility. Stebbins spoke to meetings with the ANG wherein they discussed facility height limitations of the prospective building, as well as systems to avoid, security requirements and potential tenants. Roy stated that during these discussions, the ANG requested no international flights coming in and out to this facility due to security reasons. Therefore, it would be local carrier based groups utilizing this site. Roy mentioned due to the proximity to the ANG it has always been a challenge when looking to development of the site; PROCON had worked on this site and most recently with Alliance Aviation (old aircraft manufacturer). Stebbins spoke of the comfort level of ANG from current discussions; Jennifer reiterated the Group's commitment to work with ANG. Stebbins spoke to the phasing plans but also of the ability to jump to Phase II as proposed depending on the needs of prospective tenants. Further, the access from the North 40 to Route 4 or 16 would have traffic not passing a single building when accessing the highway. Stebbins indicated that Tighe & Bond have also worked on a scope for a traffic study from this site as well.

Roy indicated the plans presented for the new maintenance facility would be located at the end of the runway, providing great visibility for snow removal; the plans depict how it would be laid out at the airfield.

Lamson informed the Group that they would be abutting the oldest town forest in the United States and indicated she didn't want anything happening to it. Roy stated currently there are no containments and / or controls for the runoff in that location and the design would be with new AOT standards providing the property with containments and standards necessary to protect the forest. Stebbins also indicated there would be no change to impervious land, no tree or wetland would be impacted.

Anderson asked the Group if they had any concerns at the North 40 by getting under the tarmac and having a disturbance to the soils and its potential contamination. Roy indicated that studies have been performed regarding the PFAS being discussed which are along the runway; stated there is really no federal guideline as to what to do with PFAS (levels allowed and not allowed). Roy stated criteria would be followed and no soil would be removed from the site. The tarmac area would be removed (crushed and ground for process material – would work within the systems without moving dirt by peeling it off, rebuilding on top of it and containing it all). There will be no runoff / wash off damage done to the area because of the work performed. Stebbins indicated the finish site would be fully compliant with all new drainage per regulations. Roy stated the development would make it an improvement to what is there today. Anderson asked if this too would be the case for Hangar 227; both Stebbins and Roy affirmed. Roy further offered it would be the same as with the Hampton Street hangars being developed and the PlaneSense facility (all facilities would follow that same criteria).

Stebbins informed the Board of the technical aspects contained within the presentation and asked Kane to speak to why this is the time to move forward with this project. Kane characterized it as being a demand bubble; the cause in the Boston area was that life sciences moved into spaces which were converted. The logistics demand in this region has pushed north, west and south. Kane indicated it has shared 23 companies that are actively looking for logistics locations in greater New England. Kane indicated this location works geographically. Further there are some users who desire to be on the runway and others who don't, while there is massive demand, it needs to be built. Kane spoke to competition regionally and referenced 23 companies being why the proposal for the amount of sf being proposed. Stebbins indicated currently it is about speed to market. Roy indicated the reason Pease is desired is because of the size of its runway and a weighed tarmac (a lot of airfields / aviation projects do not have these features) in this region. Finding this type of real estate available is unheard of for this type of development. Kane and Stebbins stated, to Brean's point, unless it is going to be built and you can tell them (potential tenants) when they can move in, they will not come.

Stebbins also indicated additional positives to Pease is there are no landing fees, low fuel flowage fees; competing against Boston with both air and traffic congestion making it difficult to access airport easily (there are often delays). Roy also indicated that PCA also has a fabulous cargo handling crew and from discussions with this group, they have the capability to handle any tenant that would come in. Therefore, would be utilizing existing individuals at airport / PCA.

Stebbins stated they have extensively examined the conditions of both sites, commenced site engineering; engaged with Tighe & Bond; started examination of the environmental aspects of the soil; started feasibility studies; Tighe & Bond has prepared a scope of work for traffic studies reviewed by PDA; reached out to end users; investigated construction pricing; Jennifer has started the underwriting and financing conversations with some potential lenders; coordinated extensively with the PDA and held discussions with ANG. Stebbins referenced contractors for the projects as being Tighe & Bond; Doucet; VHB for a third party review of traffic studies; and PROCON on estimated construction. The purpose for the Option agreements would be in order to perform the next round of due diligence and design; have the exclusive ability to negotiate with end users in order to come up with the right plan for Pease, the community and the end users (a lot to be done and it will be expensive). The plans are anticipated for full traffic analysis

and noise studies; mitigation analysis, environmental studies; soil analysis with potential remediation; security and access controls (important for the sites); utility connections need to be deeply investigated; site design, development and a full building design; full construction cost / pricing (due to inflation); negotiate with end users; leases with PDA and negotiate financing.

Brean informed the Board and the Group that he had not provided the Board with the end users provided due to the Non-Disclosure Agreements ("NDA") where it was not public and stated if the Group felt they were willing to share the users, they were more than welcomed to. Kane indicated they (23 companies referred to) are all US based, Fortune 500 companies, the list is impressive and while they have to be careful about representations as there are no Options currently, there have been several meetings (the Group is confident they will receive a great deal of interest).

Jennifer spoke to the deep financial relationships being a big piece of the puzzle for these projects. The banks listed are ones they have deep relationships with; there is a preference to work with local / regional banks as they understand the area. Spoke to a letter from a local bank both Kane and PROCON have a long and deep relationship with being Peoples United and a letter has been provided representing the financial capacity for the Board's information.

Roy indicated aviation projects are complex due to the need to work with various boards; federal agencies; along with certain criteria regarding environmental controls on most airfields. There are several criteria considered when reviewing a project whether or not the team has experience in doing the type of project (yes the Group does); does the client / project have the financial backing to do project (shown the Group does); does the project make sense (is there a tenant to support the rent structure of the project); and lastly is the project good for Pease and the community (Pease is ideally suited for this type of work). All of the boxes have been checked off with these projects.

Smith thanked the Group for the presentation.

Lamson indicated being the representative for Newington, when the United States Air Force closed the base the Town of Newington did not want to see a Logan North and want to make sure any development is top notch. Lamson spoke to items of importance being Stage 4 aircraft; Tighe & Bond doing environmental testing around 227 and North Apron, but the real crucial thing would be the air and land traffic. Lamson indicated she did not know Tighe & Bond did traffic studies and asked where have they performed traffic studies. Patrick Crimmins ("Crimmins") of Tighe & Bond spoke to being a full services engineering firm and stated they provide traffic engineering services throughout New England. Crimmins indicated the most recent Pease traffic study was for Lonza and have been doing traffic studies within the City of Portsmouth for the last 10 years. Crimmins spoke to working with PDA in scoping the (traffic) study appropriately and have a good working relationship with VHB, who will be doing a peer review of the study. Lamson asked if Tighe & Bond would confer / team with VHB; Crimmins indicated the process has started and study areas have been proposed (VHB has commented) and now have the scope to move forward. What Tighe & Bond will be doing is preparing the traffic analysis and VHB will be reviewing and commenting on behalf of PDA. Lamson spoke to land traffic being deafening and stated there will be cutting through off of 33, down Portsmouth Avenue, to Newington Road down to the Spaulding on Nimble Hill. Kane indicated the reason the list of companies was shared with Brean knowing this will be a balancing act and viewed the relationship as a partnership and will vet the companies. Lamson spoke of the concern to the stream of noise through the Sherburne Road residence being extensive. Roy indicated with the traffic pattern, a vast majority of the trucks will not be heading that way as the clients would be getting on 95 and heading south. Roy indicated a lot of the tenants are looking at getting out of Logan because of the traffic the cost etc., but they would be bringing product down into Massachusetts from Pease.

Lamson asked if they knew where Flagstone Brook (it goes out Trickey's Cove out to the River under the Little Bay Bridge) was located; Roy affirmed.

Smith indicated he could vouch for the work Tighe & Bond has done as they were the Town of Londonderry's third party reviewer for a number of years; one of the things they reviewed was traffic studies. The Town always thought Tighe & Bond's work was well done and professionally completed; they certainly have the resources. Lamson spoke to wanting the best and not to have the area towns being pushed into a corner regarding the noise; also there needs to be a consideration regarding the environment.

Anderson asked if there was a timeline / date of completion of the presentations' expectations; Stebbins indicated if things go smoothly they would hope to be in the ground as early as fall; with the first phase taking approximately 18 months for construction. Anderson asked if a visual could be provided on how the projects would compare to say the Lonza facility; Roy indicated the buildings would not be as tall or big as the Lonza facility but they would be some type of metal paneled structure. Jennifer indicated they would look similar to the various projects contained within the presentation materials; Kane made reference to the facility located at the Manchester Airport. Stebbins indicated Lonza is a million square feet and the footprint is roughly 400,000 sf. Maria Stowell ("Stowell") Engineering Manager indicated the original Lonza structure was small and then they added on two additions going south. Each of those additions had a footprint of approximately 333,000 sf with a 1 million all together (the footprint is approximately 700,000 to 750,000 sf). Anderson indicated he would like to see the 23 companies (end users) referred to in the presentation and thinks this information would help the Board (proprietary concerns may be had with exposing those companies). Anderson reinforced the need for comprehensive and qualitative traffic studies once the groups have been identified; until an end user is known it is unknown the type of volume those routes will have to absorb. Kane spoke of Confidentiality Agreements which would need to be signed; the purpose of socializing the information was simply to say never before since Kane has started developing (30 years ago) has there been such a public demand for this type of facility. So they wanted to provide the multiplicity of the type of tenants but they don't know what the traffic will be as they haven't gotten that far. What is known, is regionally there is the bubble of demand and they want to pull it up here. As the Group advances further into the project, they will be able to vet some of those issues with the Board and staff. Stebbins indicated a benefit of having so many potential options is you can be choosy about the ones you select; we can work with PDA to make sure the end user is the right end user for Pease and the region. Kane indicated they cannot in good-faith go to the market and identify the sites until they have an Option agreement; the next step would be to have facetime with the companies and speak of the requirements / considerations.

Ferrini asked for clarity and stated if the Group were to have an Option, would they then disclose; Stebbins and Kane affirmed but further stated it would be confidential to the Board. Ferrini asked why; Kane indicated the companies have employee considerations and some companies may move out of Massachusetts. Ferrini indicated if it were relayed to the Board in a closed session, is it realistic for those companies to assume that it is not going to raise the same concerns if it were said in public and people get to know about it. Kane indicated it has never been done this way before and typically they have worked under confidentiality with a tenant(s); there are all kinds of issues related to making these moves. Kane indicated they are saying they view this a little differently and working with Brean could, for example they could provide names of three companies interested in the site and discuss the tradeoffs. Stebbins stated when Kane indicated we have never done this before, he is referring to never having disclosed potential tenants of a project to a public board before. Ferrini asked if they could disclose to the Board post option under an NDA with the Board; Kane affirmed.

Director Parker ("Parker") spoke to representing the Town of Greenland in addition to Town of Newington along with Lamson. While Greenland is a little further down the road (Route 33). When speaking to specificity of planning and transportation, Parker knows from years of planning with the federal government, state and international levels, of the need of specificity in a large project assists as the more you know you, the better you are able to factor variables into the planning equations. This will yield a better product in how best to manage traffic (such as referenced via Exit 3 onto 95). There may be other options that could be considered due to probability. Parker asked for a couple of reasons why speed to market is important now; Stebbins again spoke to the demand bubble for the end users and stated if they are unable to provide the site on a timeline to prospective tenants, they will go somewhere else (speed to market and surety of speed / timeline is necessary). Kane spoke to the need for competence and the need to verify by being put to the test to see if the timeline can be met. Parker asked of PROCON's own supply chain; Stebbins spoke of the difficulties and challenges when working on projects. Jennifer indicated they are doing this day in and day out, have the resources of PROCON who would be building this and other projects, understand lead times and what needs to be designed first in order to meet the deadlines. Parker asked what would be used to construct; would it be domestically or internationally produced. Stebbins indicated that most things are produced domestically, due to the scale as it would be difficult to ship them in overseas. Stebbins provided an example of the need for roofing materials for September, it would need to be ordered now. Historically, it would have been ordered in August for use in September; timeframes have expanded rapidly and the need to have the right connections regarding materials. Parker spoke of volume users; Roy indicated that PROCON is the largest developer in the region so it does command the respect of suppliers. Kane indicated an advantage is they are not a developer coming in and needing to pick its contractor; rather they are several months in.

Anderson spoke to various members of the Group being residents of Portsmouth and their ability to recognize the sensitivities of the area. Jennifer spoke to she and Stebbins being on Route 33 every day. Further, Anderson spoke of his purpose on the Board with regarding to the mission of Pease and concerns of Portsmouth and the attention, from a traffic perspective, of congestion and noise which (Portsmouth) has addressed with NH DOT on sound barriers etc. Anderson recognized and reiterated the Group did an admirable job done in the presentation and from a traffic perspective recognizing thoughts which might be more advantageous to this type of development. However, he stated he was still concerned that at some point the volume will need to be identified. Anderson indicated that along with the volume comes noise and it is inappropriate to minimize what this development could produce. Stebbins indicated it is the Group's thought that these are some of the best sites in the region with direct access to the highway, while not upsetting residential neighborhoods. Anderson indicated the insinuation has been that the traffic is more southbound, but it will still be utilizing the I-95 corridor and some going east / west. Because of this, from his perspective, would be the need for a comprehensive, qualitative and quantitative studies so concerns could be assessed in an appropriate way. Anderson stated he suspected the Option agreement would be back before the Board in 6 months depending where they are in the development, with a request for extension. At that time, could have more specific discussions as to where things stand with the development. Stebbins indicated their intention is to move forward with the deeper due diligence of the project tomorrow if the Option is granted.

Director Fournier ("Fournier") stated this is the beginning of the relationship and there will be a long time for the Town of Newington and City of Portsmouth to vet items before the project is in the final phase and at approval. This is a long process and instead of getting in the weeds today, which will not solve anything, PDA needs to let them perform the due diligence (i.e.; studies) and they will have the chance to prove, as they had exhibited, they will be a good partner. Fournier indicated he has no issues at all approving either of the Option agreements today and working with them over the next few months.

Lamson spoke to the revving of cargo engines (Stage 4) and its impact as it goes right down and impacts the residential area of Fox Point Road, to the Town Hall, and the school. Further she indicated the hours of operation needed to be a consideration; night time flying has an effect on property which needs to be considered.

Ferrini stated hearing everyone's comments and appreciating the presentation, he will certainly support the Options. However, he raised two issues for consideration. He won't make it a motion but rather ask for Anthony's offering on this and spoke to concerns regarding traffic and the Group's intent on starting the due diligence process tomorrow and offered a couple of comments. Looking at item 6 of the Option Agreement, it indicates that on a valid exercise of the Option, PDA shall negotiate in good-faith, for a period not to exceed sixty (60) days, a Lease Agreement. Ferrini indicated the [Board] might consider making this longer (one hundred eighty (180) days) to allow the due diligence so both the Group and PDA are constrained by a short deadline. Ferrini provided an example, if there was an agreement to add to item 5 of the Option and frontload the traffic study before the Option could be exercised this would help as the traffic study spoke to the concerns raised by all, it provides more information upfront. It also provides PDA more time to talk about it with the Group and it doesn't create the sixty (60) day door slamming. Ferrini explained what doesn't help the Group is if we only have sixty (60) days to finalize a lease - you don't want to be in a situation, as a proposed developer, to get an answer of "no" if we don't think we have enough to work with. This will provide more time; providing time to do the work and good-faith will be demonstrated; PDA may be in a position to close the lease sooner than one hundred eighty (180) days which would be optimum. Ferrini stated he would hate to see an artificial deadline actually hurt the impact and put the Board in a position to make a decision which might not be helpful; he certainly supports the Options.

Deputy Director / General Counsel Anthony I. Blenkinsop ("Blenkinsop") reiterated what Ferrini was trying to accomplish in the Option - at paragraph 6 where it talks about what happens upon the exercise of the Option agreement, the 60 day window would instead be changed to one hundred eighty (180) days, which makes sense. Blenkinsop further offered this would then match up with the language in item 7 regarding necessary governmental approvals when referring to one hundred eighty (180) days, so it would be a more logical number anyway. And, regarding the transportation impact study, would be removed from paragraph 6 and placed in paragraph 5, noting their ability to exercise the Option cannot be exercised until they complete the traffic study. Blenkinsop asked Stowell and Crimmins if traffic study was the proper terminology. Stebbins asked how long the traffic study would take; Crimmins indicated it would take approximately two months to complete. Blenkinsop indicated those edits would be made to the Options.

Fournier questioned the traffic study now during a pandemic as the volume of traffic is down on Pease; Stebbins indicated it certainly complicates the issue.

Parker indicated she thought the way DOT had been looking at traffic had been utilizing September of 2019 regarding Route 33 of three examination points. Crimmins spoke to the collection of data and discussions between PDA and VHB prior to the pandemic so seasonal adjustments can be taken into account.

Anderson spoke to a traffic study being performed in two months and indicated there is a lot of data available which had been seen from the NH DOT regarding the I-95 corridors so that is available. However, he questioned how they can proceed with a qualitative traffic study in sixty (60) days when you don't know the end users application and the identifications of routes, etc. It is necessary to know the end users in an effort to understand what its expectations will be. Stowell indicated what has been done on other places on the Tradeport is PDA could look at the size of the facility being proposed. Also, there are similar sized facilities all over the country where people have counted the traffic that has been generated from those.

Stowell indicated it would be something similar to what has been done for office / manufacturing buildings with this size generating "X" traffic, "Y" in employees & visitors; "Z" deliveries. Anderson indicated he understood projections could be determined, but feels this is a unique situation. An application being brought forward of not only the volume but the hours of operation, type of vehicles associated with the application (trucks versus vehicles) and there is a lot to be determined in order to put in a forecast to the Board so it can be understood better.

Stebbins indicated that Crimmins would perform the study and take the operational data from the potential end user and apply it to the site. Parker indicate there may be a variance between a baseline study that goes into implementation phases, but one of the huge variables in this area is location of employees. Parker provided information from a discussion with a Co-Chair of Town of Greenland Select Committee being that there are only three (3) developable parcels of land in confines of Greenland and they won't last long (one has been put in South East Land Trust). Parker indicated that these issues will not preclude a project; further indicated she is fully in support of this. However, in the real planning world, the further out you are the more you are working on projections and theory. Parker spoke of her knowledge of transportation, as you go further into a project, you find that there are other things that need to be brought into as variables to make it real.

Ferrini asked if it were fair to assume that once PDA clears the Option and the Group is able to disclose and those entities the Group is able to disclose will allow the Group to capture data from them. Kane indicated certain industry assumptions will be made and as an overlay make it specific to that user.

Smith stated based on the comments and Ferrini's proposed amendments to the Option agreements it makes sense for an amendment to the Option. Smith spoke to taking a motion for amendment and then there would be discussion on it.

Director Ferrini offered to amend and Director Fournier seconded that to the effect that item 5 of the Option Agreement attached to the motion will also include within it a requirement that the traffic study be done prior to exercise of the Option; and the second part of the motion is that we extend the sixty (60) day period [in item 6] to one hundred eighty (180) days.

(NOTE: Ferrini stated this was not part of the motion, but indicated this would be done with the idea that it allows all of these ideas to work together so we actually receive earlier disclosure.)

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

Smith spoke to the now amended Option agreement.

Discussion: Anderson indicated just as important to ground traffic would be an aeronautical study and it being critically important to his position, as representative for Portsmouth, and to have interest as well as hours of operation and a variety of other items that would come along with an assessment. Anderson asked that this be put on record as being equally important, as well as the ground traffic study that was discussed. Anderson questioned a consideration referenced regarding the construction of the maintenance facility and an interest free credit applied; Brean stated there is a proposal that includes the relocation and construction of the maintenance facility and the details will be worked out in a lease. Blenkinsop stated the draft Option agreement reflects that a lease agreement would need to be negotiated. With respect to the relocation of the maintenance facility it contemplates the maintenance facility would be designed and constructed by PROCON with PDA paying for that facility over time through interest free rent credit. Certainly the details will be negotiated and agreed to in the lease agreement, but that is the basic structure

referenced in the Option agreement as to how the facility would get constructed and paid for. Anderson asked if it is going to be developed, would the Board would have some comments on it; Blenkinsop affirmed.

Smith recognized Michael Bergeron (“Bergeron”) from the State of New Hampshire’s Business and Economic Affairs office. Bergeron indicated his job is essentially a sale’s person / business recruiter to convince businesses to relocate to New Hampshire. Most of his leg work recently has been in industrial and logistics; not so much office as the office market is pretty much acquired, industrial has hardly any vacancy so have been doing a lot of work in logistics. He worked most recently with US Foods in Seabrook as an example of logistics, C & S Wholesale grocers in Keene, Walmart in Penacook (they have a large frozen food distribution) and most recently in Hudson with an Amazon which has provided him with a pretty good understanding of the demands and users of that market. Bergeron spoke to his experience working with the Kane Company and PROCON; met Michael & John Kane in the late 80s. The Kanes are now sophisticated real estate developers who are tenacious and really good at finding qualified prospects. In Bergeron’s opinion, the Kane / PROCON project turns on the ability to find the right users. It is necessary to find a wide pipeline of prospects to land one. Bergeron reiterated what Kane previous discussed as being a balancing act while working through the stages of due diligence. Bergeron indicated that the Kanes have developed key / trusted relationships with people who control users around New England and they tend to be commercial real estate and institutional buyers. This tested relationship will help in finding the one or two users that could commit for a project like this. PROCON is a really good developer who can produce an end result and on the developer side they will also look at traffic, noise, light and environmental issues. A company like PROCON needs to show they understand; the contractors can respond and listen to what the community wants. Bergeron indicated it is helpful to have someone who is from the region versus hiring from outside the region (i.e.; Boston), who doesn’t know the region and hires someone locally anyway. Need to listen to what the community wants and be able to adjust the plan to accommodate the needs of the community which results in a successful project. Bergeron spoke to the time that entities / individuals would be interested in a project; specifically regarding aviation logistics it is not forever. Currently the market is right, it is a good time to strike and both the community and Pease would benefit from it.

Lamson asked concerning hangar Phase I and stated the need to have the area environmental assessed. Lamson stated nothing should go into the McIntyre Brook which leads out into Great Bay as it is a very sensitive area. Lamson indicated it was the United States Air Force that put the brook in there.

Smith echoed his comments and stated at the Airport Committee meeting that the Town of Londonderry has worked with PROCON over the years and they have done tremendous work there, the Pro Star Aviation hangar is a beautiful facility and he certainly looks forward to the Group working with PDA and doing something classy on the Tradeport. Stebbins indicated the Group is excited.

Anderson indicated he had reservations / legitimate concerns about this, but that he was impressed with the presentation and it has influenced how he would vote today and thanked the Group.

Disposition: Resolved by unanimous vote with the Chair abstaining for; motion carried (6-0).

b. North 40 Group, LLC – North Apron – Option Agreement

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to finalize and enter into an Option Agreement with North 40 Group, LLC regarding potential air cargo

facility development on the North Apron, substantially consistent with the terms and conditions set forth in the draft Option Agreement attached hereto and pursuant to the memorandum from Paul E. Brean, Executive Director dated January 11, 2022.

Discussion: Ferrini stated regarding this Option and now that we have passed what has already been passed, we want to ensure this Option, timing wise is in sync with the Option that was just passed. Blenkinsop indicated it would make sense to make the same amendments to this Option agreement which was made to the one prior. The changes would be to change the language in paragraph 6 from sixty (60) days to one hundred eighty (180) days and to remove the reference in paragraph 6 to the transportation impact study and move it up into paragraph 5 to make clear prior to their ability to exercise the Option they will need to provide the PDA with the traffic study as discussed.

Director Ferrini moved the motion and Director Fournier seconded to make the revisions as offered by Blenkinsop to paragraph 5 and 6.

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

Smith asked if there were any further discussion on the Option agreement as amended.

Discussion: None. Disposition: Resolved by unanimous vote with the Chair abstaining for; motion carried (6-0).

A gentleman stood up in the audience after the vote was taken and excused himself and asked to speak; Chairman Smith indicated the Board was not in public comment. The gentleman asked when he could expect public comment; Smith informed him that public comment was held at the beginning of the meeting and indicated if he had any comment he was welcome to put it into writing and send it in; another gentleman indicated they signed in. Smith stated he was not entertaining the request to speak; the first gentleman indicated they were not offered public comment. Brean stated public comment was offered and announced; the first gentleman indicated they signed in. Brean affirmed they signed in and advised the Administrative Assistant that they had no public comment, the Chair announced if there was any public comment; no one from their team spoke during public comment even though they were in the room. The first gentleman indicated it was not fair.

Chairman Smith moved the meeting onto the next item.

Director Levesque left the meeting at 10:42 a.m. and returned at 10:44 a.m.

VIII. Contracts:

A. Approvals:

1. Eco Systems Pest Control - Pest Control Agreement

Director Ferrini moved the motion and Director Lamson seconded that the Pease Development Authority ("PDA") Board of Directors hereby approves and authorizes the Executive Director to enter into a contract with Eco Services Pest Control of Hanover, MA for the purpose of providing pest control services at PDA and Division of Ports and Harbors ("DPH") maintained facilities, for an initial term of three (3) years, with two (2) one (1) year extension options exercisable at the Executive Director's discretion; all in accordance with the memorandum from Chasen Congreves, Manager of Airport Administration, dated January 5, 2022.

In accordance with the provisions of RSA 12–G:8, VIII, the Board waives the RFP requirement as Eco Services Pest Control is a State of New Hampshire approved vendor.

Discussion: Anderson stated while this company is a state approved vendor, what is the policy if they become an unapproved state vendor in terms of the three year contract and the possibility of two one year extensions. Brean indicated if the company falls out as an approved vendor, PDA would complete the agreement. Brean indicated that PDA constantly checks on state vendors and that we would not agree to the extensions if they were no longer a state approved vendor. Anderson indicated he supports New Hampshire businesses and suggested PDA utilize NH businesses whenever possible.

Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Pease Golf Course – Toro Walking Greens Mower

Director Anderson moved the motion and Director Fournier seconded that 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 Walk Behind Greens Mower for use at the PDA Golf Course for a purchase price of \$15,715.40, all in accordance with the memorandum from Scott DeVito, PGA General Manager dated January 7, 2022.

Discussion: Anderson was delighted to see the equipment is in stock. Disposition: Resolved by unanimous vote for; motion carried.

3. Pease Golf Course – Cushman Large Utility Cart

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a contract with MTE New England to purchase a Cushman Large Diesel Utility Golf Car for use at the PDA Golf Course for a purchase price of \$39,817.40, all in accordance with the memorandum from Scott DeVito, PGA General Manager, dated January 7, 2022.

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

4. Pease Golf Course – Driving Range Ball Dispenser

Director Parker moved the motion and Director Fournier seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a contract with Easy Picker Golf Products to purchase a Driving Range Ball Dispenser for use at the PDA Golf Course for a price not to exceed \$10,846.00, all in accordance with the memorandum from Scott DeVito, PGA General Manager, dated January 10, 2022.

In accordance with the provisions of RSA 12–G:8, VIII, the Board justifies the waiver of the RFP requirement due to the limited number of vendors for this product and given staff obtained three (3) price quotes from national suppliers.

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

5. Airport Digital Communications Upgrade (Repeater and Mobile Radios)

Director Levesque moved the motion and Director Parker seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Motorola, at a cost not to exceed \$28,922.80, for the purchase of four (4) mobile vehicle radios and a new repeater; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated January 3, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Motorola is a State approved vendor for the radio equipment under contract number 8001937.

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

6. American Association of Airport Executives (AAAE) – Interactive Employee Training and Learning Suite (IET-LS)

Director Ferrini moved the motion and Director Fournier seconded that the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into an agreement with American Association of Airport Executives (AAAE) for the creation of a custom video Interactive Employee Training and Learning Suite (IET-LS), at a cost not to exceed \$115,050.00; all in accordance with the memorandum of Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance, dated January 18, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as:

1. AAAE is the only organization that provides these kinds of custom airport specific employee training programs that are approved by both the FAA and the TSA; and
2. IET-LS is the only system that communicates with PDA’s existing HID SAFE Identity Management System.

Discussion: Anderson did not have an opportunity to read the background materials as they were just provided to the Board and asked Brean to speak to the materials where it is a sizeable expense. Brean stated the FAA recognized in the most recent certification inspection that the curriculum for PSM badging credentials regarding airfield driving, and driving in security sensitive areas at the airport of PDA employees along with PlaneSense and Port City Air (“PCA”) needed to be validated. FAA would like to see a more formal custom creation of a Pease specific interactive tutorial. This would reduce the need of a PDA employee instructing a class in a classroom setting and would allow employees from outside entities at the Tradeport to jump on a computer and do the training at their own pace. This would be a reduction in labor hours for PDA staff who conduct these classes and it will also be more efficient for entities (PDA, PCA & PlaneSense) allowing their employees to independently complete the tutorial and not wait for a scheduled badge class. Anderson asked if there were any grants available for these purchase; Brean indicated there is not.

Disposition: Resolved by unanimous roll call vote for; motion carried.

IX. Signs:

A. Reports:

- 1. **Laborie Medical Technologies Corp. – 180 International Drive**
- 2. **Port City Air – 104 Grafton Drive**

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” PDA reports as follows:

- 1. Entity: Laborie Medical Technologies Corp.
 Location: 180 International Drive
 Summary: Modification of signage to reflect new logo

- 2. Entity: Port City Air
 Location: 104 Grafton Drive
 Summary: In-kind sign replacement with wooden posts replaced with granite posts and in addition to the Port City Air name and logo, the sign will include a panel for its subtenant, Air New England, and display some of the general aviation services provided on site.

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 these instances, Director Fournier was consulted and granted his consent to these signage modifications.

Brean thank Stowell for doing her due diligence in working with both companies so they adhere to PDA’s sign policy and at the end of the day will provide nice landmark signage.

X. Executive Director:

A. Reports:

- 1. **IT Report**

Greg Siegenthaler (“Siegenthaler”), IT Director, indicated in 2019 the Board of Directors approved funding for an IT Security Audit and he updated the Board as to the findings and remediation steps taken. Berry Dunn performed an IT Security Audit which identified gaps and prioritization the remediation steps in an effort to protect PDA. PDA was provided a three year time period and cost estimate to remediate the findings and provided a process of contacting local Managed Service Providers (“MSP”) to complete the major work as PDA did not have the IT expertise at that time to complete the major work necessary. There were a total of twenty-two (22) security risks identified broken down into three risk categories eight (8) items identified as high risk; ten (10) items identified as moderate risk; and four (4) items were identified as low risk). Siegenthaler indicated that at this time all eight (8) high risk items and the four (4) low risk items have been remediated. Further, six (6) of the ten (10) medium risk items have been remediated and the remaining four (4) items, two (2) have been partially met and two (2) are on the roadmap to being completed by the end of the fiscal year. Where most of the items were able to be addressed in-house, PDA has recognized significant savings over Berry Dunn’s estimate which included outsourcing work to MSP’s; PDA saved approximately \$137,000 by doing the work in-house. A couple examples were provided by stating Berry Dunn estimated \$10,000 for IT risk assessments (PDA was able to reduce this to \$1,200 by the purchase of a tool ourselves and utilizing the partnership with the State of New Hampshire in order to assist with the remainder); also Berry Dunn recommended server management for \$36,000 per year

(instead Siegenthaler has added this function to his role as part of his job description). Additionally, Berry Dunn referred to the lack of support from PDA's current MSP and recommended to either move on to another company or reduce the services, if possible. Siegenthaler indicated during the first month of his arrival he reviewed systems that were under the management of the MSP and found several concerning gaps (MSP had not done Microsoft critical updates to the system in over a year); PDA has moved on from its MSP as recommended and transitioned many of those functions in-house as possible. Two key advantages to this is the cost and the monitoring of the systems. Siegenthaler indicated if someone were to pick up a virus on the system he would be instantly notified where previously he may or may not have received a report that there was an issue. Further, Siegenthaler spoke to the equipment savings which was recently approved by the Board and stated he was able to configure the equipment himself, saving PDA a great deal of money. The IT Department has also been able to provide a cost savings for IT work performed at the terminal and with WiFi by purchasing equipment directly and performing the configuration in-house.

Parker asked of the eight (8) high category risks, which was the highest security risk; Siegenthaler indicated the lack of authentication.

2. Golf Course Operations

EJ Chea ("Chea"), Pease Golf Course ("PGC") Head Superintendent thanked the Board for approving the golf items earlier in the meeting and also stated the ball machine has an additional 2,000 ball capacity than the current one. Chea indicated the simulator numbers are on pace to match or surpass last year's numbers and Grill 28 revenue is very much on pace to surpass last year's numbers as they were unable to host some of the functions last year due to COVID.

Chea did stated that the mower that was purchased almost a year ago is on schedule for a delivery in late February and PGC is still locked in at the original price from last year.

Chea also indicated that the membership renewal has gone out and at this time only 20 individuals, out of 300, have not renewed (providing these 20 one last chance to renew by February 13th). Chea indicated if there are any memberships available, staff will start to contact the 53 individuals who are on the waitlist

3. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Breran stated that PSM closed 2021 with a strong uptick ending with 72,962 enplanements for the calendar year and a strong market on enplanement data for Punta Gorda activity. PSM is off pace from its record year in 2019 numbers but well above pandemic numbers from 2020.

Breran spoke to seeing stability in the airport passenger revenue parking with 650 vehicles parked and bringing PDA back on budget.

PCA numbers for December show approximately 1.2 million gallons pumped with 79% pumped for craft / DOD; 6% commercial activity; and 15% general aviation.

Allegiant will be serving Clearwater / Tampa Bay as of February 16th and PSM is happy to have this location back and the bookings appear strong.

Brean spoke to receiving a portion of aircraft registration and anticipates PSM receiving approximately \$89,000 for PSM airport registration fee revenue and approximately \$6,500 for Skyhaven through NH DOT Aeronautics.

Brean recognized staff for one major snow event as well as small de-icing events; knows what we are up against performing the work during COVID, retaining employees and continuing to be operational. Brean indicated that PDA has been able to remain operational and thanked all (Maintenance & Operations, Airport & Tradeport, and Division of Ports and Harbors).

(i) **Pease Aviation Partners**

Director Anderson asked for an update; Brean indicated they are still undergoing their site planning work and moving along with the environmental due diligence on the associated wetlands areas, along with site design while going through the process of obtaining permits. Blenkinsop indicated they have applied for a wetlands permit through NH DES and as a result the application was referred to the City of Portsmouth Conservation Commission. Blenkinsop stated he does not believe a positive recommendation was issued by the Conservation Commission at its meeting last month, but NH DES will make its own decision. Anderson asked if there were any known DES issues with the wetlands permit; Blenkinsop stated he did not believe so, but it is pending and no decision has been issued.

b) **Skyhaven Airport (DAW)**

During the last storm a section of fencing was blown down; anticipates providing the Board at the next meeting an expense to fix the fencing.

c) **Noise Line Report**
(i) **December 2021**

Brean indicated that PSM received one noise inquiry in December which was an altitude inquiry from a Newmarket resident concerning the altitude of C5 Galaxy Military Aircraft. Airport Operations spoke with one of the controllers in the tower who stated that the aircraft was flying within the traffic pattern altitudes and the flight was based out of Westover Airforce Base in western Massachusetts and utilizes PSM for flight training.

Fournier asked of any staffing shortages due to positive COVID tests; Brean indicated that HR has been doing a great job tracing and tracking. Currently we have one COVID case at this point but PDA is able to platoon schedule and allow staff to work out of different offices and locations on the Tradeport. At the airport there is a FAA requirement for masks and staff are practicing best practices at 55 International and other PDA facilities too.

Anderson asked if PlaneSense has completed the work associated with its Right of Entry; Brean stated a draft ROE had been forwarded for additional geo-survey work of its potential development, but it has not yet been returned.

Chairman Smith exited the room at 10:55 a.m. and returned at 11:00 a.m.

Executive Director Brean exited the room at 10:56 a.m. and returned at 11:00 a.m.

B. Approval:

1. Appraisal Request – Potential Land Swap - PDA and NH ANG

Director Lamson moved the motion and Director Parker seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to retain the services of a licensed appraiser for the purpose of obtaining an appraisal for two separate locations at the Portsmouth International Airport at Pease (“PSM”) related to a potential land swap / transfer between PDA and the New Hampshire Air National Guard and to expend funds as necessary to pay for the appraisals; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 12, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, should the work exceed \$10,000.00, the Board waives the RFP requirement so long as at least two quotes are obtained for the work, the lower quote is selected, and the total cost does not exceed \$20,000.00.

Discussion: Anderson asked if this is being brought forward due to a conflict between ANG perspective values of these properties; Brean indicated as part of our due diligence and fiscal responsibility FAA would like to see a second appraisal with any of our developments. Anderson asked if the appraisals factor in any environmental issues with the two pieces of property; Brean stated the appraisal on the former fire house parcel indicates a clean developable site as it had been remediated by the Air Force and is a clean buildable site. Brean indicated there is some indemnification language PDA would want to see, but the appraisal recognizes what both the ARFF and North 40 parcels are. Blenkinsop indicated these are an “As-Is” appraisals of the land so those factors are an element of it. PDA can certainly make the appraisals available for Board review. Blenkinsop indicated this is more of a timing issue as the ANG has indicated a desire to move the discussions forward regarding this land swap; they have their appraisal and PDA is looking to obtain a second / confirmatory appraisal. In the normal course, PDA would require a developer to pay for the second appraisal, but because it is ANG and PDA has an interest in the land swap, we believe it is appropriate, subject to approval, that we undertake this expense. This is a timing issue where the Board will not be meeting again until March. While we anticipate the appraisals will be under the \$10,000 Paul has as a threshold to move forward, but in case the appraisal is not less than \$10,000, we want the ability to move forward due to the Guard’s interest in moving this as quickly as possible. This is a complex process and this is just a step in the process but certainly if the land transfer were to take place there are a lot of moving parts and Paul touched on one - indemnification regarding land that the PDA would receive.

Lamson indicated it looks like PDA is going to pay for this which is our obligation but asked if the ANG will then reimburse PDA for providing it; Brean indicated staff is looking at this as a benefit. Brean indicated that the ANG / DOD have already funded an appraisal that is completed and PDA normally requires two appraisals. Brean indicated if this were a commercial development, PDA would require them to pay for a second appraisal. Funding is a difficult process at the ANG and for them to get funding for PDA’s appraisal it could be denied and a lengthy process. PDA sees a benefit of potentially taking on the former ARFF parcel as a positive for the airport and PDA so it makes good sense to invest this money. Lamson stated if we do the land swap, PDA would not receive anything; Brean indicated the appraisal will allow the swap (land at North Apron for the AARF) apples for apples for value and the swap is the benefit. Brean stated the proposed property they are willing to give the PDA, has a stronger potential benefit to the PDA than the proposed property PDA would be giving to the ANG.

Anderson asked if the appraisal would be a negotiation process between ANG and PDA; Blenkinsop affirmed and indicated it would be negotiated between the two entities and the difference of opinion would

be a negotiating tool. Blenkinsop indicated that any land swap would have to go before and approved by the Board and authorized by the FAA too, as well as the need to deal with the issues of indemnification. Further if the appraisals don't match up exactly, it will become part of the discussions and negotiations.

Disposition: Resolved by unanimous roll call vote for; motion carried.

XI. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Minutes of December 8, 2021

Geno Marconi ("Marconi"), Division of Ports and Harbors Director, indicated the Board had in its packet the minutes of the Port Advisory Council meetings of December 8, 2021. The Council has been very active and they want to make sure the Board knows what is going on and would welcome any comments or questions from the Board.

2. Commercial Mooring Transfer – Eaton to Eaton

Marconi indicated the request is reviewed by the local Harbormaster who makes a recommendation to the Chief Harbor Master, who makes a recommendation to Marconi who reviews to make sure it is consistent with the Code of Administrative Rules. Marconi passes the request along to Brean to be signed off through the Delegation of Authority.

3. L.W. Morgridge & Son, Inc. – Right of Entry - Exercise of First One Year Option

This is a good, local company located in Eliot that collects sea water to bring to land locked lobster pounds for their tanks; it has exercised its first one year option of its Right of Entry.

4. Commercial Mooring Transfer – O'Brien to Golter Lobster Sales, LLC

Marconi indicated the request is reviewed by the local Harbormaster who makes a recommendation to the Chief Harbor Master, who makes a recommendation to Marconi who reviews to make sure it is consistent with the Code of Administrative Rules. Marconi passes the request along to Brean to be signed off through the Delegation of Authority.

Marconi indicated that on Wednesday (1/19/22) afternoon, DPH was notified that the Corps of Engineers has allocated \$1.6 million in additional funds in its O & M budget to do additional survey of the Piscataqua River. The details regarding this are unknown at this time, but he will look into this and report back.

Also, the Corps has allocated another \$50,000 to do a study on the Hampton Seabrook Estuary. Marconi indicated about four (4) years ago he wrote a letter asking they initiate a 107 Feasibility Study to look at a options for long term solution(s) to the sand transported to the Harbor which was causing a lot of shoaling and hazards down there. A few weeks ago met with the Corps out at the location and it was decided the Corps would put together a budget request and send it to headquarters; it appears as though this has come to fruition.

Marconi indicated that DPH has been notified by Morton Salt that there is a ship arriving on Monday (1/24).

Further, Marconi indicated that yesterday (1/19/22) there was an informal site visit from M.A.S. which is the contractor doing the rehabilitation project at the port. M.A.S. wanted to do a walkthrough of the property as some of their employees had not been on site before and they wanted to look at it prior to the pre-construction meeting coming up.

Marconi indicated over the last couple of years DPH has worked with the DMV and Fish & Game to have a commercial day at the Dover Point DMV where the commercial fisherman could go in and take care of their mooring permit, boat registration and fishing license all at one time. This was held on a Saturday in December 2021 and again in January 2022 so not to disrupt the day-to-day business at the DMV. This event has been very successful and welcomed by the fishermen so they can get everything done in one location and in one day.

Anderson asked Marconi of the potential to utilize CARES Act funding from the Fish & Game; Marconi indicated CARES 2.0 is a funding program given to the State of NH and NH Fish & Game. There were funds provided to make commercial fishermen whole for any losses incurred due to COVID and the second round of funds have been distributed to commercial fishermen as of the last meeting, Marconi was asked by Fish & Game to sit in on the work group and Appeals Board to review items. At the last meeting it looked as though there was approximately \$790,000 of funds remaining that Fish & Game could use for infrastructure investment. Marconi indicated that the various working groups (ground fish; lobster; for hire; retail and wholesale) got together and potential projects were identified. Marconi had been asked what would be at the top of the list for Portsmouth Fish Pier now that the sea wall has been completed (DPH has been discussing internally the rebuilding of the existing building). A verbal estimate has been obtained on what a concept report would cost to look at options (rebuilding on the same footprint; moving the building to the other side of the yard to provide more work area) and the idea has been submitted; will report back on it.

Smith indicated that Marconi has been great to work with during the last four years and one of the first things Marconi did for Smith was to give him a tour of the Piscataqua River. At that time, Marconi pointed out different locations along the river and what the Port means to the State. Marconi indicated there was an Economic Impact Study done in 2012 with the terminals, individuals who operate the terminals and the number of employees; at the time it was approximately \$190 million [sic \$90.3 million] in direct wages and benefits and over 80% of the economic impact traffic is in the State of NH.

Deputy Director / General Counsel Anthony I. Blenkinsop exited the room at 11:19 a.m. and returned at 11:19 a.m.

B. Approvals:

1. Compensatory Wetlands Mitigation Project

Director Levesque moved the motion and Director Lamson seconded that the Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to complete negotiations and enter into a contract with Streamworks PLLC of Madbury, NH for the construction and monitoring of the shoreline restoration required by the NHDES Wetlands Bureau, subject to the availability of funds, as a compensatory mitigation project for the Main Wharf Rehabilitation Project and Functional Replacement Project by the Division of Ports and Harbors at the Market Street Marine Terminal, and, furthermore, authorizes the Executive Director to finalize arrangements with the City of Portsmouth in order to complete the restoration project on City property; all in accordance with the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated January 12, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, the Board waives the RFP requirement given the ability to utilize a predesigned, preapproved, and permitted project with the contractors that have already constructed a quarter of the total restoration, in order to meet the compensatory mitigation requirements.

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

XII. Upcoming Meetings:

Board of Directors

March 17, 2022 @ 8:30 a.m.

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

Ferrini spoke to the non-meetings in February and July which were apparently removed from the schedule of meetings by previous Boards, but the meeting agendas are pretty long and not having a meeting in the middle of the business year seems imprudent. Ferrini is not making a motion to have the meeting but wonders if there is a good reason not to meet. Ferrini indicated this could be something that is looked into in the future. Smith indicated this would be taken under advisement and circulate back to the Board for consideration.

Anderson asked if a reason was known why there weren't meetings in February and July; Brean indicated previously the Board had been a mix between those with children going away for February school vacation and those who would go down to Florida during winter months.

XIII. Directors' Comments:

Smith indicated he submitted his resignation from the Board to Governor Sununu and ready the letter into the record.

January 12, 2022

Dear Governor Sununu,

I write to inform you of my resignation from the position of Chairman of the Pease Development Authority (PDA), effective at the conclusion of our next Board meeting on January 20, 2022. As I've made known my intent to seek the office of United States Senator, I believe stepping down from such appointment is most prudent at this time.

It has truly been an honor to serve in this capacity since 2017, especially having succeeded the great work done by my predecessor, George Bald, not to mention that of the previous Chairs of the Tradeport. I am quite proud of the work we were able to accomplish during my time as Chair, most notably as follows: renegotiating the terms of tenant ground leases with the FAA; completing construction of a brand new airport terminal building that will better accommodate commercial flights; continuing the expansion of economic development on the Tradeport with great companies like Lonza and Northeast Rehab; and overseeing the smooth transition of senior leadership at the PDA to its current Executive Director, Paul Brean.

It goes without saying that the Pease Tradeport is largely seen as the most successful base closure redevelopment project in the country, and I am happy to have played a small role in its storied history. It is a crown jewel not only on the Seacoast, but is also an economic development success story that should be heralded throughout the state. I am confident that I leave my post in the very good and capable hands of the current Board as well as senior management under the leadership of Director Brean.

Again, thank you for affording me the opportunity to serve as Chair of the PDA for the last several years; it has been an honor and privilege.

Respectfully submitted,



Kevin H. Smith

Smith added when the Governor contacted him back in 2017 he said you got a lot of development in your community and you have an airport, so I think you'll like this. Smith was grateful for the opportunity provided to him. He indicated the staff is top notch at PDA, stating the transitions of Dave Mullen and Lynn Hinchee with Brean and Blenkinsop and all of the staff behind the scenes (can be seen in the agenda packet). Smith indicated there is so much work that goes in to making the Tradeport what it is and the stewardship of the Board plays a huge role. As Smith stated in his letter to the Governor, he is confident the Tradeport is in good hands going forward and he can't wait to see what success it has years into the future. Smith thanked all for their assistance and stated it has truly been an honor to serve in his capacity as Chairman.

Brean thanked Smith for his leadership; Brean has learned so much regarding public policy and the State of New Hampshire and thanked Smith for his ability to recognize fiscal responsibility while understanding what is best for the company and the community. Brean thanked Smith for his support and his willingness to take a call any time of the day or night. Brean presented Smith with a Pease hat and a navigational light which serves two purposes, it guides you where you are going but it also welcomes you home.

Levesque presented Smith with a PDA chair and indicated it was from the Board and PDA staff. Levesque thanked Smith for was always being fair and making individuals feel as though their opinions were heard, even during tough arguments.

XIV. Adjournment:

Director Fournier moved the motion and Director Anderson seconded to adjourn the Board meeting. Meeting adjourned at 11:36 a.m.

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

XV. Press Questions:

None.

Respectfully submitted,



Paul E. Brean
Executive Director

**PEASE DEVELOPMENT AUTHORITY
AIRPORT COMMITTEE**

AGENDA

Date: Thursday, January 6, 2022

Time: 8:30 a.m.

Place: 55 International Drive - Board Conference Room

AIRPORT COMMITTEE MEETING

- I. Call to Order:
- II. Acceptance of Minutes: October 7, 2021 * (Lamson)
- III. Public Comment:
- IV. New Business:
 - A. Review:
 - 1. Potential Developments at a.) 14 Aviation Avenue/7 Lee Street/100 New Hampshire Avenue and b.) North Apron
 - 2. Draft Option Agreements *
 - B. Discussion:
 - 1. Potential PSM Badging Training Program
 - C. Discussion:
 - 1. Potential PSM Multi-task Equipment Purchase (Plow/Vacuum Truck)
- V. Upcoming Meetings:
 - Board of Directors: January 20, 2022 @ 8:30 a.m.
- VI. Adjournment
- VII. Press Questions

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

PEASE DEVELOPMENT AUTHORITY
Tuesday, February 1, 2022

Time: 2:00 p.m.

Place: 55 International Drive – Large Classroom

TRANSPORTATION MANAGEMENT COMMITTEE

AGENDA

- I. Call to Order (Lamson)
- II. Acceptance of Minutes: June 18, 2012
- III. Public Comment
- IV. Presentations
 - A. Pease Surface Transportation Master Plan (updated to 2016)
 1. Study Intersections*
 2. Operational Evaluation 2016 Results*
 - B. Components of Traffic Impact and Access Study
- V. Report - CMAQ Projects
- VI. Next Meeting: Call of the Chair
- VII. Adjournment
- VIII. Press Questions

* Materials Attached

PEASE DEVELOPMENT AUTHORITY
Monday, March, 14, 2022

GOLF COMMITTEE
AGENDA

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

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: September 13, 2021* (Fournier)
- III. Public Comment
- IV. New Business
 - A. Reports
 - 1. 2022 Season Pass Request for Full Week Option *
 - 2. 180 Amigo Inter Stackable Resin Folding Function Chairs *
 - 3. Lely Fertilizer Spreader *
 - 4. Golf Simulator 3-Yr Subscription *
 - 5. Additional Golf Cars *
 - 6. Security Camera System
 - 7. Forward Tee Area RFQ
- V. Upcoming Meetings
 - Board of Directors March 17, 2022 @ 8:30 a.m.

All meetings begin at 8:30 a.m. unless otherwise posted.
- VI. Adjournment
- VII. 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

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: March 10, 2022
Re: Potential Air Cargo Development Update

At the January 20, 2022, meeting of the PDA Board of Directors, the Board authorized the entry into Option Agreements regarding the leasing of land for two potential air cargo developments. As referenced then, option agreements were a preliminary step in these possible projects. While the developers noted development scenarios for each location in requesting the options, no specific development proposals have been presented to the Board for approval at this time.

Following the January 20th meeting, the parties finalized the Option Agreements, effective February 1, 2022. Additionally, the developers' engineers, Tighe & Bond, commenced a traffic study. VHB will review the traffic study when completed.

In addition to the traffic study, the developers have informed me that they are currently working with their consultants and engineers on survey, noise, and environmental aspects of these projects.

While the developers are working on plans to present to the Board during public meetings for one or both locations, and hope such presentations may be this spring, they do not have a specific timetable for submittal at this time.

I will continue to keep the Board updated as things progress.

Date: March 7, 2022

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming March 17, 2022 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the seven months ended January 31, 2022:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	12,225	10,036	2,189
Operating Expenses	7,145	8,107	962
Operating Income	5,080	1,929	3,151
Depreciation	4,050	4,153	103
Non Oper. (Inc)/Exp	(6)	72	78
Net Operating Income	1,036	(2,296)	3,332

Consolidated operating revenues of \$12.2 million are favorable by \$2.2 million (21.8%) year- to- date. The sale of 30 New Hampshire Ave for \$1.75 million is included in operating revenues and represents a significant portion of the favorable variance. Other favorable revenue line items consist of golf course public play, facility rental and wharfage and dockage fees. Revenue underruns include airport fuel flowage fees, airport parking fees, registration fees and fuel sales at the Harbors.

Year-to-date operating expenses of \$7.1 million are also trending favorably by \$962,000 (11.9%). Expense underruns include wages (partly due to open positions and fewer seasonal hours), facilities and equipment maintenance expenses, legal fees, marketing expenses and fuel purchases. We are realizing cost overruns in retirement expense, golf course turf maintenance, technology expenses, which include \$23,000 for our new Lease Management software, and audit fees.

Year-to-date consolidated Net Operating Income is \$1.0 million, which is favorable to budget by \$3.3 million.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,110	1,135	(25)
Operating Expenses	1,659	1,861	202
Operating Income	(549)	(726)	177
Depreciation	2,674	2,709	35
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(3,223)	(3,435)	212

Portsmouth Airport operating revenues are under budget by \$25,000 on a year-to-date basis as fuel flowage and parking fees are trending lower. Operating expense are favorable by \$202,000 (10.8% favorable) mainly attributable to underruns in equipment maintenance costs, wages (due to open positions) and marketing. Notable year-to-date cost overruns include liability insurance, as a result of builders risk insurance renewal extensions, de-icing chemicals, technology expenses, and event expenses related to the September airshow.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	129	132	(3)
Operating Expenses	142	150	8
Operating Income	(13)	(18)	5
Depreciation	282	316	34
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(295)	(334)	39

Operating revenues at Skyhaven are under budget by \$3,000 year-to-date mainly driven by lower fuel sales (9,012 gallons YTD for FY22 vs. 13,488 YTD in FY21). Operating expenses are \$8,000 under budget, largely due to lower year-to-date wages (fewer part-time hours).

Tradeport

Tradeport			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	7,364	5,427	1,937
Operating Expenses	236	336	100
Operating Income	7,128	5,091	2,037
Depreciation	434	447	13
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	6,694	4,644	2,050

Year-to-date Tradeport revenue is favorable by \$1.9 million as this cost center's revenue includes the sale of 30 New Hampshire Ave for \$1.75 million. In addition, facility rentals are also performing favorably to budget. Operating expenses are under budget by \$100,000 on a year-to-date basis with the majority of cost underruns in building and facilities as well as utilities expense.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,977	1,705	272
Operating Expenses	1,228	1,364	136
Operating Income	749	341	408
Depreciation	210	212	2
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	539	129	410

Year-to-date Golf Course operating revenues are \$272,000 (16%) favorable to budget. Favorable results include fees for public play and merchandise sales. Operating expenses are trending favorably by \$136,000 year-to-date. Favorable variances include utilities and general and administrative expenses. Cost overruns mainly consist of turf maintenance, technology expenses and cost of goods sold for merchandise.

Division of Ports and Harbors (DPH) -Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,562	1,537	25
Operating Expenses	1,263	1,377	114
Operating Income	299	160	139
Depreciation	361	370	9
Non Oper. (Inc)/Exp	(1)	(2)	0
Net Operating Income (Loss)	(61)	(208)	147

Year-to-date unrestricted operating revenues for the DPH were favorable to budget by \$25,000. Favorable variances consist of facility rentals and wharfage/dockage fees but are offset by lower registration fees and fuel sales. Operating expenses are under budget by \$114,000 year-to-date. Wages are trending favorably due to open positions during part of the year (Deputy Harbormaster) as well as lower seasonal labor expenses. Fuel purchases are under budget as well due to lower fuel sales.

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 1/31/2022	As of 6/30/2021
Assets		
Current Assets	10,331	8,884
Restricted Assets	1,521	7,604
Capital Assets	94,491	96,350
Total Assets	106,343	112,838
Liabilities		
Current Liabilities	5,352	14,237
Non-Current Liabilities	14,554	14,558
Total Liabilities	19,906	28,795
Net Position		
Net Invest. in Cap Assets	92,518	92,492
Restricted	1,232	(4,791)
Unrestricted	(6,019)	(2,365)
Total Net Position	87,731	85,336

Current assets of \$10.3 million and are comprised of \$8.2 million in unrestricted cash, \$1.4 million in receivable and \$0.7 million in inventory and other.

Restricted assets total \$1.5 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million. There were 18 loans outstanding as of January 30th.

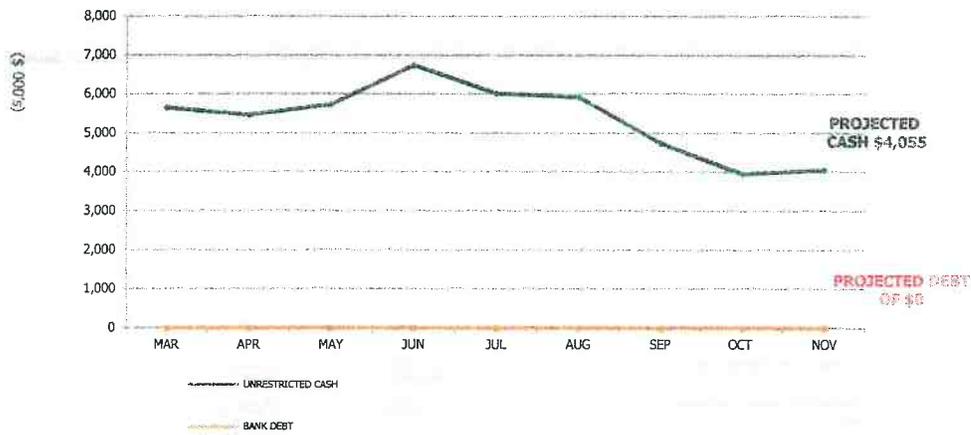
Year-to-date capital expenditures total \$2.2 million and include expenditures for the PSM Terminal Expansion, Lowery Lane paving, Corporate Drive drainage improvements, airfield gate access control upgrades, Loughlin memorial park, construction at the Portsmouth Fish Pier, lighting improvements at Market Street wharf as well as various equipment purchases.

Current liabilities total \$5.3 million and are comprised of \$2.8 million in accounts payable and accrued expenses, \$1.9 million in construction project retainage and \$0.6 million in unearned revenue and other.

Cash Flow Projections for the Nine Month Period Ending November 30, 2022

Nine-month cash inflow projections (excluding DPH) are estimated at \$16.5 million mainly provided by operating revenues, but also include \$1.9 million in grant funds from the Airport Rescue Plan Act. Cash outflows are projected at \$18.1 million over the next nine months and include \$8.3 million in grant and non-grant related capital spending. Keep in mind that over the next few weeks as we work to finalize the capital budget for FY23-FY28, some of the capital spending in the out months may fluctuate. The chart below reflects the impact on operating cash based on current nine-month cash flow assumptions, and as you can see we do not anticipate the need to draw on our line of credit.

Please let me know if you have any questions or require supplemental information.



PEASE DEVELOPMENT AUTHORITY FY2022 FINANCIAL REPORT FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2022



**BOARD OF DIRECTORS MEETING
MARCH 17, 2022**



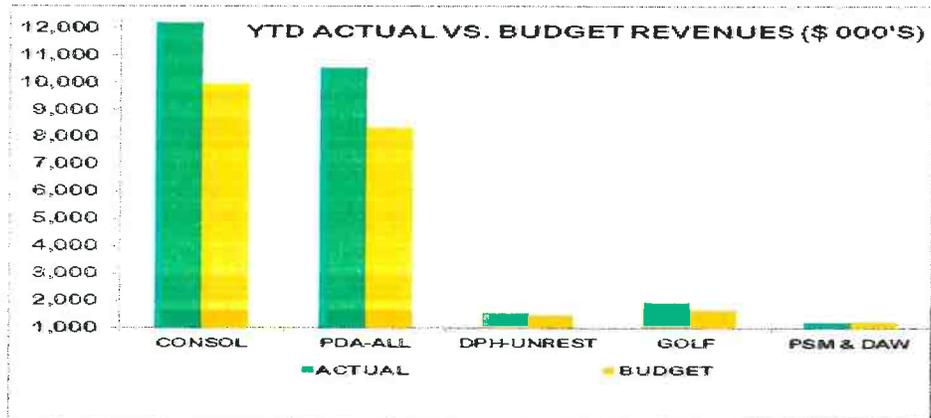
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures – Seven Months Ended January 31, 2022

Trends:

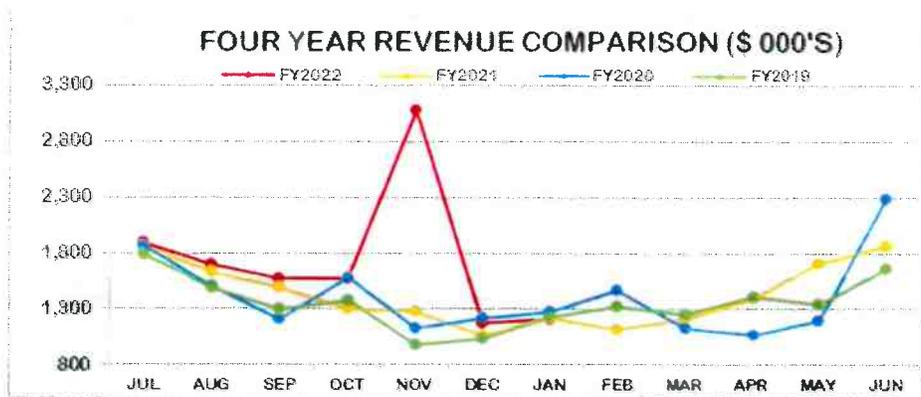
YTD revenue higher by 21.8%:

- Golf & Merchandise Revenues, Facility Rental, Wharfage/Dockage
- Sale of 30 NH Ave for \$1.75M
- Offset by lower Parking, Fuel sales, Registration fees, Fuel flowage



Trends:

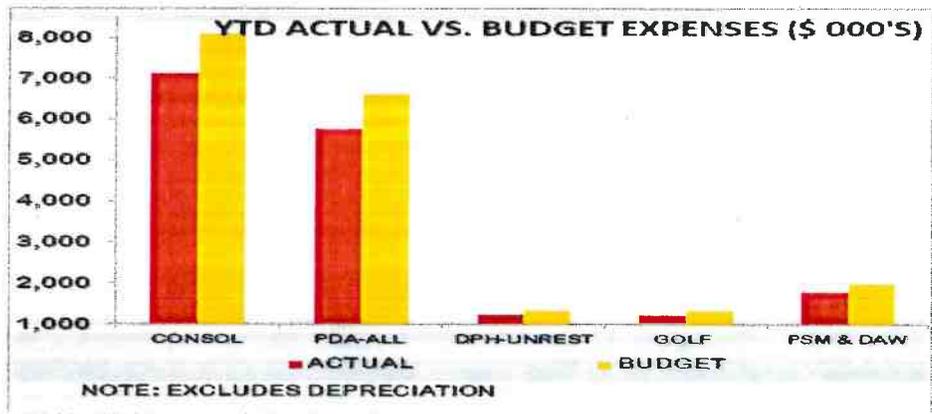
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue.



Trends:

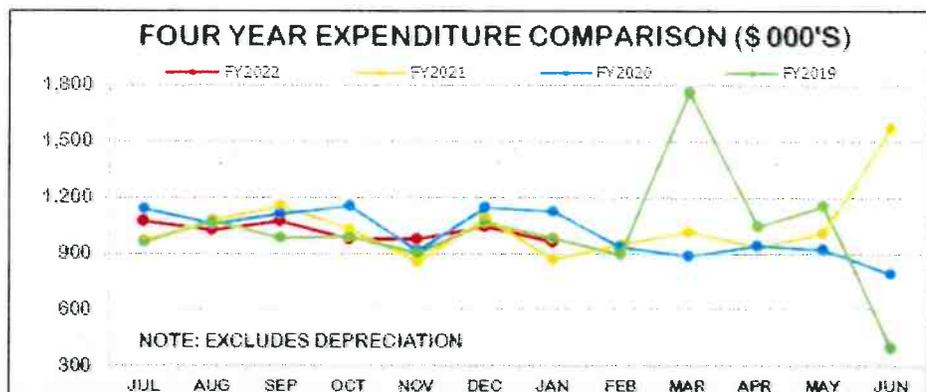
YTD Operating Expenses lower by 11.9%:

- Wages & Benefits, Building & Facilities, Professional Fees, Marketing & Fuel trending lower than budget
- Offset by cost overruns in Chemicals (golf course), Retirement expense, Audit Fees, Technology expenses



Trends:

- **March 2019**-\$800k CLF settlement
- **June 2019-June 2021** – Retirement OPEB year end adjustments



PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL FACILITIES								
FACILITIES	\$859,374	\$803,887	\$55,487	6.9%	\$6,252,911	\$6,085,578	\$167,333	2.7%
CARGO AND HANGARS	14,239	13,659	580	4.2%	97,068	93,711	3,358	3.6%
	<u>873,613</u>	<u>817,546</u>	<u>56,067</u>	<u>6.9%</u>	<u>6,349,979</u>	<u>6,179,289</u>	<u>170,691</u>	<u>2.8%</u>
CONCESSION REVENUE	24,885	34,759	(9,874)	(28.4%)	276,444	308,938	(32,493)	(10.5%)
FEE REVENUE								
AVIATION FEES		667	(667)	(100.0%)	1,020	4,667	(3,647)	(78.1%)
FUEL FLOWAGE	26,628	43,619	(16,991)	(39.0%)	328,287	352,351	(24,063)	(6.8%)
PSM TSALEO REVENUE		1,667	(1,667)	(100.0%)	13,200	11,667	1,533	13.1%
PSM SECURITY REVENUE	1,965	1,167	798	68.4%	17,470	8,167	9,303	113.9%
GOLF FEES	16,747		16,747	-	1,239,278	925,000	314,278	34.0%
GOLF SIMULATORS	7,635	30,193	(22,558)	(74.7%)	32,243	77,593	(45,349)	(58.4%)
GOLF MEMBERSHIPS				-	253,212	253,210	2	0.0%
GOLF LESSONS	149	2,445	(2,296)	(93.9%)	21,402	15,342	6,060	39.5%
MOORING FEES	32,994	36,333	(3,339)	(9.2%)	266,635	254,333	12,302	4.8%
PARKING	32,055	43,550	(11,494)	(26.4%)	282,075	319,602	(37,527)	(11.7%)
PIER USAGE FEES	14,293	8,417	5,876	69.8%	46,620	58,917	(12,297)	(20.9%)
REGISTRATIONS	32,706	18,667	14,039	75.2%	52,630	130,667	(78,037)	(59.7%)
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE	104,639	46,975	57,664	122.8%	463,079	328,823	134,256	40.8%
COVID 19 REIMBURSEMENT				-				-
	<u>269,811</u>	<u>233,700</u>	<u>36,114</u>	<u>15.5%</u>	<u>3,017,151</u>	<u>2,740,339</u>	<u>276,813</u>	<u>10.1%</u>
FUEL SALES	12,449	39,132	(26,683)	(68.2%)	368,787	471,220	(102,433)	(21.7%)
INTEREST INCOME				-				-
LOAN INTEREST	2,885	2,750	135	4.9%	18,491	19,250	(759)	(3.9%)
OTHER REVENUES				-				-
MERCHANDISE	6,297	23,417	(17,120)	(73.1%)	193,255	163,917	29,339	17.9%
ALL OTHER	24,524	16,749	7,775	46.4%	2,000,468	152,657	1,847,812	1210.4%
	<u>30,821</u>	<u>40,166</u>	<u>9,345</u>	<u>23.3%</u>	<u>2,193,723</u>	<u>316,574</u>	<u>(1,877,150)</u>	<u>(593.0%)</u>
TOTAL OPERATING REVENUE	1,214,464	1,168,053	46,414	4.0%	12,224,575	10,036,610	2,188,969	21.8%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	316,578	357,276	40,697	11.4%	2,370,736	2,411,891	41,155	1.7%
BENEFITED OVERTIME	23,862	28,054	4,192	14.9%	133,399	175,551	42,151	24.0%
NON-BENEFITED REGULAR	45,054	59,060	14,006	23.7%	424,981	493,926	68,945	14.0%
NON-BENEFITED OVERTIME	4,544	2,195	(2,348)	(107.0%)	19,797	17,802	(1,995)	(11.2%)
ACCRUED VACATION BENEFITS	(10,516)		10,516	-	(51,422)		51,422	-
ACCRUED SICK TIME BENEFITS	(1,129)		1,129	-	(3,200)		3,200	-
WAGE TRANSFERS OUT				-	(3,558)		3,558	-
	<u>378,393</u>	<u>446,585</u>	<u>68,192</u>	<u>15.3%</u>	<u>2,890,733</u>	<u>3,099,170</u>	<u>208,436</u>	<u>6.7%</u>
FRINGE BENEFITS								
DENTAL INSURANCE	5,416	5,938	522	8.8%	38,766	41,574	2,808	6.8%
HEALTH INSURANCE	102,759	110,891	8,132	7.3%	733,092	775,839	42,747	5.5%
LIFE INSURANCE	2,273	2,463	190	7.7%	15,835	17,259	1,425	8.3%
NEW HAMPSHIRE RETIREMENT	50,248	43,256	(6,993)	(16.2%)	368,095	301,472	(66,623)	(22.1%)
POST RETIREMENT BENEFITS	9,288	10,414	1,126	10.8%	69,172	72,898	3,726	5.1%
OPEB EXPENSE				-				-
BENEFIT TRANSFERS OUT				-				-
	<u>169,984</u>	<u>172,962</u>	<u>2,978</u>	<u>1.7%</u>	<u>1,224,960</u>	<u>1,209,042</u>	<u>(15,917)</u>	<u>(1.3%)</u>
TOTAL WAGES & FRINGES	548,377	619,547	71,171	11.5%	4,115,693	4,308,212	192,520	4.5%
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE		6,900	6,900	100.0%	6,606	48,300	41,694	86.3%
COVID-19	13	2,671	2,657	99.5%	624	18,695	18,070	96.7%
CHEMICALS	10,290	7,810	(2,480)	(31.8%)	75,509	54,669	(20,840)	(38.1%)
ENVIRONMENTAL TESTING	3,437	7,992	4,555	57.0%	24,221	55,942	31,721	56.7%
EQUIPMENT MAINTENANCE	27,719	28,123	404	1.4%	143,296	211,067	67,770	32.1%
FACILITIES MAINTENANCE	70,987	65,832	(5,155)	(7.8%)	411,616	460,826	49,210	10.7%
LANDSCAPING		2,293	2,293	100.0%	24,378	16,053	(8,325)	(51.9%)
NAVIGATION MAINTENANCE	122	12,833	12,711	99.0%	57,568	89,833	32,266	35.9%
OTHER EXPENSES		2,500	2,500	100.0%		17,500	17,500	100.0%
SECURITY	13,409	19,146	5,738	30.0%	84,934	119,221	34,286	28.8%
SNOW REMOVAL	66,116	14,750	(51,366)	(348.2%)	104,167	103,250	(917)	(0.9%)
EXPENSE TRANSFERS				-				-
WAGE TRANSFERS IN				-				-
BENEFIT TRANSFERS IN				-				-
	<u>192,093</u>	<u>170,850</u>	<u>(21,243)</u>	<u>(12.4%)</u>	<u>932,919</u>	<u>1,195,356</u>	<u>262,434</u>	<u>22.0%</u>

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
GENERAL AND ADMINISTRATIVE								
EMPLOYEE DRUG TESTS	239	178	(61)	(34.0%)	1,315	1,248	(67)	(5.3%)
EMPLOYER FICA	28,975	35,123	6,148	17.5%	219,691	236,256	16,565	7.0%
UNEMPLOYMENT INSURANCE		593	593	100.0%		4,154	4,154	100.0%
WORKERS COMPENSATION	6,911	11,357	4,446	39.1%	45,900	50,874	4,973	9.8%
BAD DEBT EXPENSE		83	83	100.0%		583	583	100.0%
BANK FEES	2,555	7,472	4,917	65.8%	51,993	52,303	310	0.6%
COMPUTER EXPENSES	3,807	8,633	4,826	55.9%	47,033	60,433	13,401	22.2%
DISCOUNTS AND LATE FEES	74		(74)	-	(1,080)		1,080	-
EQUIPMENT UNDER \$5,000	4,513	6,156	1,643	26.7%	32,567	44,591	12,024	27.0%
FEES AND LICENSES	3,170	4,732	1,562	33.0%	52,864	33,126	(19,737)	(59.6%)
INSURANCE	27,673	27,702	28	0.1%	188,810	171,968	(16,842)	(9.8%)
OFFICE EQUIPMENT	1,320	1,707	387	22.6%	9,807	11,949	2,142	17.9%
PROFESSIONAL DEVELOPMENT	3,236	5,025	1,789	35.6%	21,003	35,175	14,172	40.3%
SUPPLIES	6,516	6,586	70	1.1%	59,120	46,101	(13,018)	(28.2%)
TELEPHONES AND COMMUNICATIONS	12,330	11,782	(548)	(4.6%)	80,150	82,723	2,573	3.1%
TRAVEL AND MILEAGE	113	2,619	2,506	95.7%	17,026	18,331	1,306	7.1%
OTHER EXPENSES	2,480	5,242	2,762	52.7%	28,233	36,694	8,461	23.1%
	103,912	134,990	31,078	23.0%	854,432	886,509	32,080	3.6%
UTILITIES								
ELECTRICITY	47,581	43,692	(3,889)	(8.9%)	315,256	305,843	(9,413)	(3.1%)
ELECTRICITY TRANSFERS				-				-
HEATING OIL	617	372	(245)	(66.1%)	1,439	1,956	517	26.4%
NATURAL GAS	12,884	5,418	(7,466)	(137.8%)	26,831	37,918	11,087	29.2%
NATURAL GAS TRANSFERS				-				-
PROPANE	6,237	6,420	182	2.8%	27,148	26,113	(1,035)	(4.0%)
WASTE REMOVAL	5,253	7,300	2,047	28.0%	54,677	51,100	(3,577)	(7.0%)
WASTE REMOVAL TRANSFERS				-				-
WATER	1,915	7,644	5,729	74.9%	20,171	88,115	67,944	77.1%
WATER TRANSFERS				-				-
	74,487	70,846	(3,642)	(5.1%)	445,522	511,045	65,524	12.8%
PROFESSIONAL SERVICES								
AUDIT		5,275	5,275	100.0%	63,259	36,925	(26,334)	(71.3%)
INFORMATION TECHNOLOGY	14,125	4,956	(9,169)	(185.0%)	104,084	56,376	(47,707)	(84.6%)
LEGAL		10,625	10,625	100.0%	15,365	74,375	59,010	79.3%
LEGAL PERMIT IMPLEMENT	36	14,583	14,547	99.8%	8,221	102,083	93,863	91.9%
ADMINISTRATIVE SERVICES	3,481	4,750	1,269	26.7%	27,874	33,250	5,376	16.2%
	17,642	40,189	22,547	56.1%	218,803	303,009	84,207	27.8%
MARKETING AND PROMOTION								
ADVERTISING	500	4,279	3,779	88.3%	13,421	34,860	21,439	61.5%
OTHER MARKETING	5,405	31,208	25,803	82.7%	42,641	218,458	175,818	80.5%
FLIGHT INCENTIVES				-				-
	5,905	35,487	29,583	83.4%	56,062	253,318	197,257	77.9%
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000		-	70,000	70,000		-
FUEL	9,777	32,047	22,270	69.5%	274,457	381,057	106,600	28.0%
GOLF CART LEASE		10,833	10,833	100.0%	41,433	75,833	34,400	45.4%
MERCHANDISE	13	17,563	17,550	99.9%	135,945	122,938	(13,007)	(10.6%)
	19,790	70,443	50,653	71.9%	521,835	649,828	127,993	19.7%
TOTAL OPERATING EXPENSES	962,206	1,142,352	180,146	15.8%	7,145,266	8,107,277	962,015	11.9%
OPERATING INCOME	252,258	25,701	226,560	881.6%	5,079,309	1,928,333	3,150,983	163.4%
DEPRECIATION AMORTIZATION	578,878	593,221	14,343	2.4%	4,050,086	4,153,139	103,052	2.5%
NON-OPERATING EXPENSES								
INTEREST EXPENSE		11,250	11,250	100.0%		78,750	78,750	100.0%
INTEREST INCOME	(1,035)	(1,061)	(26)	2.4%	(6,104)	(7,429)	(1,325)	17.8%
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	(1,035)	10,189	11,224	110.2%	(6,104)	71,321	77,425	108.6%
NET OPERATING INCOME	(325,585)	(577,709)	252,127	(43.6%)	1,035,327	(2,296,127)	3,331,461	(145.1%)

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Seven Months Ending January 31, 2022

	2022	2021
	Ending	Ending
ASSETS		
Cash and Investments	\$8,178,251	\$3,829,979
Accounts Receivable - Net	1,421,133	6,540,187
Inventories	324,505	260,319
Prepays	406,731	321,243
	<u>10,330,621</u>	<u>10,951,728</u>
Restricted Assets		
Cash and Investments	532,153	573,549
Current Receivables	8,953	12,755
Loans Receivable - NHFL		
Due within 1 Year	116,499	85,327
Due in more than 1 Year	863,665	826,272
Total Restricted Assets	<u>1,521,269</u>	<u>1,497,903</u>
Capital Assets		
Land	7,520,786	7,520,786
Construction-in-Process	6,254,937	19,758,523
Other Capital Assets - Net	80,715,531	65,044,893
Total Capital Assets	<u>94,491,255</u>	<u>92,324,203</u>
TOTAL ASSETS	<u>106,343,145</u>	<u>104,773,834</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	2,008,286	691,375
OPEB	2,193,378	558,601
	<u>4,201,664</u>	<u>1,250,000</u>
LIABILITIES		
Accounts Payable and Accrued Expenses	2,812,376	2,296,426
Retainage	1,902,469	3,186,785
Accounts Payable for Capital Assets	1,973,483	3,901,017
Offset to Accounts Payable for Capital	(1,973,483)	(3,901,017)
Unearned Revenues	537,244	592,061
Long-Term Liabilities		
Net Pension Liability	6,170,435	4,197,804
Net OPEB Liability	8,041,994	5,630,108
Due within 1 Year	90,924	6,090,924
Due in more than 1 Year	341,931	440,150
	<u>19,897,374</u>	<u>22,434,258</u>
Restricted Liabilities		
Current Liabilities	8,872	7,736
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
	<u>8,872</u>	<u>7,736</u>
TOTAL LIABILITIES	<u>19,906,247</u>	<u>22,441,993</u>
DEFERRED INFLOWS OF RESOURCES		
Pension	360,975	604,714
OPEB	2,546,921	3,484,546
	<u>2,907,896</u>	<u>4,089,260</u>
NET POSITION		
Net Investment in Capital Assets	92,517,772	82,423,186
Restricted For:		
Revolving Loan Fishery Fund	1,248,640	1,235,511
Harbor Dredging and Pier Maintenance	(32,897)	(13,289)
Foreign Trade Zone	15,580	15,695
Unrestricted	(6,018,429)	(4,168,546)
TOTAL NET POSITION	<u>87,730,667</u>	<u>79,492,557</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$54,139	\$52,314	\$1,825	3.5%	\$449,687	\$443,788	\$5,899	1.3%
CARGO AND HANGARS	\$2,475	\$2,404	\$71	3.0%	\$17,165	\$16,828	\$337	2.0%
CONCESSION REVENUE	\$8,878	\$10,682	(\$1,804)	(16.9%)	\$48,854	\$53,608	(\$4,754)	(8.9%)
FEE REVENUE	\$58,673	\$85,118	(\$26,445)	(31.1%)	\$528,811	\$579,828	(\$51,017)	(8.8%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$8,622	\$2,922	\$5,700	195.1%	\$65,561	\$40,579	\$24,982	61.6%
TOTAL OPERATING REVENUES	132,787	153,440	(20,653)	(13.5%)	1,110,078	1,134,631	(24,553)	(2.2%)
EXPENSES								
WAGES AND FRINGE BENEFITS	96,437	110,108	13,671	12.4%	689,032	748,733	59,701	8.0%
BUILDING AND FACILITIES	124,137	83,900	(40,237)	(48.0%)	461,843	586,616	124,773	21.3%
GENERAL AND ADMINISTRATIVE	30,105	33,586	3,481	10.4%	245,355	209,383	(35,972)	(17.2%)
UTILITIES	38,779	31,854	(6,925)	(21.7%)	213,454	223,968	10,514	4.7%
PROFESSIONAL SERVICES	12,823	1,458	(11,365)	(779.5%)	24,933	10,208	(14,725)	(144.2%)
MARKETING AND PROMOTION	3,098	11,708	8,610	73.5%	24,712	81,958	57,246	69.8%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	305,379	272,614	(32,765)	(12.0%)	1,659,329	1,860,866	201,537	10.8%
OPERATING INCOME	(172,592)	(119,174)	(53,418)	(44.8%)	(549,251)	(726,235)	176,984	24.4%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	386,496	387,000	504	0.1%	2,673,663	2,709,000	35,337	1.3%
NET OPERATING INCOME	(559,088)	(506,174)	52,914	(10.5%)	(3,222,914)	(3,435,235)	(212,321)	6.2%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS	11,764	11,255	509	4.5%	79,903	76,883	3,020	3.9%
CONCESSION REVENUE					1,373		1,373	-
FEE REVENUE		667	(667)	(100.0%)	1,020	4,667	(3,647)	(78.1%)
FUEL SALES	3,050	3,812	(761)	(20.0%)	45,247	49,685	(4,438)	(8.9%)
INTEREST								
MERCHANDISE								
OTHER REVENUE	975	42	933	2239.8%	1,000	292	708	242.8%
TOTAL OPERATING REVENUES	15,789	15,776	14	0.1%	128,543	131,527	(2,982)	(2.3%)
EXPENSES								
WAGES AND FRINGE BENEFITS	3,406	5,290	1,885	35.6%	22,661	34,660	11,999	34.6%
BUILDING AND FACILITIES	2,536	3,941	1,405	35.7%	29,305	27,677	(1,628)	(5.9%)
GENERAL AND ADMINISTRATIVE	3,796	4,050	254	6.3%	28,345	25,707	(2,638)	(10.3%)
UTILITIES	4,334	3,965	(369)	(9.3%)	17,228	18,479	1,252	6.8%
PROFESSIONAL SERVICES	30	501	471	94.0%	3,755	3,509	(247)	(7.0%)
MARKETING AND PROMOTION		83	83	100.0%	1,198	583	(615)	(105.4%)
OTHER OPERATING EXPENSES	3,104	3,050	(54)	(1.8%)	39,023	39,748	725	1.8%
TOTAL OPERATING EXPENSES	17,206	20,880	3,676	17.6%	141,515	150,363	8,848	5.9%
OPERATING INCOME	(1,417)	(5,104)	3,691	(72.3%)	(12,972)	(18,836)	5,865	(31.1%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	34,738	45,167	10,428	23.1%	282,078	316,167	34,089	10.8%
NET OPERATING INCOME	(36,155)	(50,271)	14,119	(28.1%)	(295,050)	(335,003)	39,954	(11.9%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$770,000	\$722,978	\$47,022	6.5%	\$5,509,606	\$5,394,027	\$115,579	2.1%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE		4,662	(4,662)	(100.0%)	1,854,168	32,633	1,821,535	5581.8%
TOTAL OPERATING REVENUES	770,000	727,640	42,360	5.8%	7,363,774	5,426,660	1,937,114	35.7%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	11,961	22,263	10,302	46.3%	66,181	155,844	89,663	57.5%
GENERAL AND ADMINISTRATIVE	7,256	8,055	800	9.9%	49,325	50,089	764	1.5%
UTILITIES	12,326	8,492	(3,834)	(45.2%)	50,313	59,441	9,128	15.4%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		138	138	100.0%		963	963	100.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	70,000	70,000	-	-
TOTAL OPERATING EXPENSES	41,543	48,948	7,405	15.1%	235,819	336,337	100,517	29.9%
OPERATING INCOME	728,457	678,692	49,765	7.3%	7,127,955	5,090,323	2,037,631	40.0%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	62,537	63,750	1,213	1.9%	433,576	446,250	12,674	2.8%
NET OPERATING INCOME	665,920	614,942	50,978	8.3%	6,694,379	4,644,073	2,050,304	44.1%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	16,007	23,827	(7,820)	(32.8%)	223,217	253,580	(30,362)	(12.0%)
FEE REVENUE	24,531	32,638	(8,106)	(24.8%)	1,546,134	1,271,145	274,989	21.6%
FUEL SALES								
INTEREST								
MERCHANDISE	6,297	23,417	(17,120)	(73.1%)	193,255	163,917	29,339	17.9%
OTHER REVENUE	1,850	2,333	(483)	(20.7%)	14,895	16,333	(1,438)	(8.8%)
TOTAL OPERATING REVENUES	48,685	82,215	(33,530)	(40.8%)	1,977,501	1,704,975	272,527	16.0%
EXPENSES								
WAGES AND FRINGE BENEFITS	71,587	72,482	894	1.2%	647,531	657,828	10,297	1.6%
BUILDING AND FACILITIES	26,993	24,218	(2,774)	(11.5%)	156,343	169,529	13,186	7.8%
GENERAL AND ADMINISTRATIVE	11,777	20,724	8,947	43.2%	112,483	139,781	27,298	19.5%
UTILITIES	10,779	17,085	6,305	36.9%	89,327	142,664	53,337	37.4%
PROFESSIONAL SERVICES	53	3,701	3,648	98.6%	29,326	25,909	(3,418)	(13.2%)
MARKETING AND PROMOTION	2,417	4,175	1,758	42.1%	15,799	29,225	13,426	45.9%
OTHER OPERATING EXPENSES	13	28,396	28,383	100.0%	177,378	198,771	21,393	10.8%
TOTAL OPERATING EXPENSES	123,619	170,781	47,162	27.6%	1,228,187	1,363,707	135,520	9.9%
OPERATING INCOME	(74,934)	(88,566)	13,632	(15.4%)	749,314	341,268	408,047	119.6%
NON-OPERATING (INCOME) EXPENSE	(19)	(9)	10	(108.2%)	(162)	(64)	98	(152.3%)
DEPRECIATION	30,271	30,333	62	0.2%	210,335	212,333	1,998	0.9%
NET OPERATING INCOME	(105,186)	(118,890)	13,704	(11.5%)	539,141	128,999	410,143	317.9%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	193,255	1,519,323	232,680	32,243	1,977,501
OPERATING EXPENSES* *Excluding Depreciation	162,781	935,276	94,801	35,329	1,228,187
OPERATING INCOME	30,474	584,047	137,879	(3,086)	749,314

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$35,235	\$28,595	\$6,640	23.2%	\$281,618	\$235,762	\$45,856	19.4%
CARGO AND HANGARS				-				-
CONCESSION REVENUE		250	(250)	(100.0%)	3,000	1,750	1,250	71.4%
FEE REVENUE	168,935	103,275	65,661	63.6%	861,505	800,697	60,808	7.6%
FUEL SALES	9,398	35,320	(25,922)	(73.4%)	323,540	421,536	(97,996)	(23.2%)
INTEREST	388		388	-	1,221		1,221	-
MERCHANDISE				-				-
OTHER REVENUE	14,037	8,831	5,206	59.0%	90,984	77,110	13,874	18.0%
TOTAL OPERATING REVENUES	227,993	176,271	51,722	29.3%	1,561,868	1,536,855	25,012	1.6%
EXPENSES								
WAGES AND FRINGE BENEFITS	84,561	106,171	21,610	20.4%	768,999	789,289	20,289	2.6%
BUILDING AND FACILITIES	16,819	12,955	(3,864)	(29.8%)	94,597	90,685	(3,911)	(4.3%)
GENERAL AND ADMINISTRATIVE	6,655	10,941	4,286	39.2%	74,105	76,585	2,479	3.2%
UTILITIES	8,269	9,390	1,121	11.9%	71,877	66,075	(5,801)	(8.8%)
PROFESSIONAL SERVICES	248	1,683	1,436	85.3%	16,976	11,783	(5,193)	(44.1%)
MARKETING AND PROMOTION		217	217	100.0%	746	1,517	770	50.8%
OTHER OPERATING EXPENSES	6,674	28,997	22,323	77.0%	235,434	341,309	105,875	31.0%
TOTAL OPERATING EXPENSES	123,226	170,354	47,128	27.7%	1,262,734	1,377,243	114,509	8.3%
OPERATING INCOME	104,767	5,917	98,851	1670.5%	299,134	159,612	139,521	87.4%
NON-OPERATING (INCOME) EXPENSE	(199)	(492)	(293)	59.6%	(1,778)	(3,442)	(1,663)	48.3%
DEPRECIATION	51,999	52,917	918	1.7%	361,486	370,417	8,931	2.4%
NET OPERATING INCOME	52,967	(46,508)	99,476	(213.9%)	(60,574)	(207,363)	146,789	(70.8%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	190,450	210,376	92,346	750,601	316,874	1,221	1,561,868
OPERATING EXPENSES* *Excluding Depreciation	175,317	213,412	137,564	256,566	250,539	229,336	1,262,734
OPERATING INCOME	15,133	(3,036)	(45,218)	494,035	66,335	(228,115)	299,134

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL				-	\$12,000	\$12,000		-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE				-				-
TOTAL OPERATING REVENUES					12,000	12,000		
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE UTILITIES	1,250	83	(1,167)	(1399.9%)	1,250	583	(667)	(114.3%)
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-	3,077	4,906	1,829	37.3%
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	1,250	83	(1,167)	(1399.9%)	4,327	5,489	1,162	21.2%
OPERATING INCOME	(1,250)	(83)	(1,167)	1399.9%	7,673	6,511	1,162	17.9%
NON-OPERATING (INCOME) EXPENSE	0		0	-	(2)		2	-
DEPRECIATION				-				-
NET OPERATING INCOME	(1,250)	(83)	(1,166)	1399.5%	7,675	6,511	1,165	17.9%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE	15,707	9,167	6,540	71.3%	49,010	64,167	(15,157)	(23.6%)
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	1,005	750	255	34.0%	3,705	5,250	(1,545)	(29.4%)
TOTAL OPERATING REVENUES	16,712	9,917	6,795	68.5%	52,715	69,417	(16,702)	(24.1%)
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES	6,473	13,750	7,277	52.9%	89,101	96,250	7,149	7.4%
GENERAL AND ADMINISTRATIVE UTILITIES		167	167	100.0%	11,011	1,167	(9,844)	(843.8%)
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	6,473	13,917	7,443	53.5%	100,112	97,417	(2,695)	(2.8%)
OPERATING INCOME	10,239	(4,000)	14,239	(356.0%)	(47,397)	(28,000)	(19,397)	69.3%
NON-OPERATING (INCOME) EXPENSE	(28)	(67)	(38)	57.7%	(259)	(467)	(208)	44.5%
DEPRECIATION	6,082	6,250	168	2.7%	41,673	43,750	2,077	4.7%
NET OPERATING INCOME	4,185	(10,183)	14,368	(141.1%)	(88,811)	(71,283)	(17,528)	24.6%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Seven Months Ending January 31, 2022

	Actual Jan FY 2022	Budget Jan FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST	2,497	2,750	(253)	(9.2%)	17,271	19,250	(1,979)	(10.3%)
MERCHANDISE								
OTHER REVENUE		42	(42)	(100.0%)	824	292	532	182.5%
TOTAL OPERATING REVENUES	2,497	2,792	(294)	(10.5%)	18,095	19,542	(1,447)	(7.4%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE		50	50	100.0%	168	350	182	52.0%
UTILITIES								
PROFESSIONAL SERVICES	780	2,083	1,303	62.6%	12,145	14,583	2,438	16.7%
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	780	2,133	1,353	63.4%	12,313	14,933	2,620	17.5%
OPERATING INCOME	1,717	659	1,059	160.8%	5,782	4,609	1,174	25.5%
NON-OPERATING (INCOME) EXPENSE	(33)	(77)	(44)	57.4%	(262)	(540)	(277)	51.4%
DEPRECIATION								
NET OPERATING INCOME	1,750	736	1,015	138.0%	6,044	5,149	896	17.4%

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 01-31-22	BALANCE AT 06-30-2021
CASH BALANCES		
GENERAL FUNDS	267	225
SEQUESTERED FUNDS	-	-
	<u>267</u>	<u>225</u>
LOANS OUTSTANDING (18)		
CURRENT	117	98
LONG TERM	864	921
	<u>981</u>	<u>1,019</u>
TOTAL CAPITAL BASE	<u>1,248</u>	<u>1,244</u>

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF JANUARY 31, 2022**

(\$000's)

<u>BUSINESS UNIT</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PORTSMOUTH AIRPORT	30,659	24,105	27,335	(1,327)	24,497	329	44
DIVISION OF PORTS AND HARBORS	13,253	0	5,616	0	5,571	46	46
	<u>43,912</u>	<u>24,105</u>	<u>32,951</u>	<u>(1,327)</u>	<u>30,068</u>	<u>375</u>	<u>90</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF JANUARY 31, 2022**

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-21</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 01-31-22</u>
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	278	670	(502)	168	446
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,548	(254)	(1,556)	(1,810)	(262)
TERMINAL BUILDING EXPANSION (AIP 66)	6	4	(7)	(3)	3
TERMINAL BUILDING EXPANSION (AIP 62)	24	4	(24)	(20)	4
ALPHA SOUTH HOLD BAY (AIP 67)	1	6	(3)	3	4
LOUGHLIN MEMORIAL PARK	8	19	(17)	2	10
SNOW REMOVAL EQUIPMENT (AIP69)	2	19	-	19	21
LOWERY LANE (AIP 70)	-	300	-	300	300
PSM ACCESS CONTROL BOARD	-	50	(40)	10	10
SNOW PLOW	-	6	(6)	-	-
GATE ACCESS CONTROL	-	43	-	43	43
CORPORATE DRIVE DRAINAGE	-	70	-	70	70
PSM MOBILE RADIO PURCHASE	-	19	(19)	-	-
	<u>1,867</u>	<u>956</u>	<u>(2,174)</u>	<u>(1,218)</u>	<u>649</u>
SKYHAVEN AIRPORT					
TERMINAL APRON DESIGN (SBG 15-07)	-	<u>46</u>	-	<u>46</u>	<u>46</u>
GOLF COURSE					
GOLF CARTS (2)	-	20	(20)	-	-
CONVECTION OVEN	-	10	(10)	-	-
	-	<u>30</u>	<u>(30)</u>		
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,304	-	-	-	1,304
PFP BULKHEAD REPAIR AND CONSTRUCTION	1,826	1,052	-	1,052	2,878
MAIN PIER (BUILD GRANT)	1,284	54	-	54	1,338
MARKET ST SITE LIGHTING IMPROVEMENTS	-	38	-	38	38
VIDEO RECORDER REPLACEMENT & CAMERA	-	15	(15)	-	-
	<u>4,414</u>	<u>1,159</u>	<u>(15)</u>	<u>1,144</u>	<u>5,558</u>
TOTAL	<u>6,281</u>	<u>2,191</u>	<u>(2,219)</u>	<u>(28)</u>	<u>6,253</u>

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING NOVEMBER 30, 2022

**BOARD OF DIRECTORS MEETING
MARCH 17, 2022**



**PEASE
INTERNATIONAL**
PEASE INTERNATIONAL
PEASE INTERNATIONAL

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MARCH 1, 2022 TO NOVEMBER 30, 2022

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>5,767</u>
<u>SOURCES OF FUNDS</u>	
GRANT AWARDS (SEE PAGE #9)	2,059
TRADEPORT TENANTS	7,221
MUNICIPAL SERVICE FEE (COP)	1,860
GOLF COURSE FEE AND CONCESSION REVENUES	2,049
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,202
ARPA GRANT	1,964
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	121
	<u>16,476</u>

USES OF FUNDS

OPERATING EXPENSES	8,455
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	5,449
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	2,866
MUNICIPAL SERVICE FEE (COP)- NET	1,350
STATE OF NH- POST RETIREMENT	68
	<u>18,188</u>

NET CASH FLOW

CLOSING FUND BALANCE

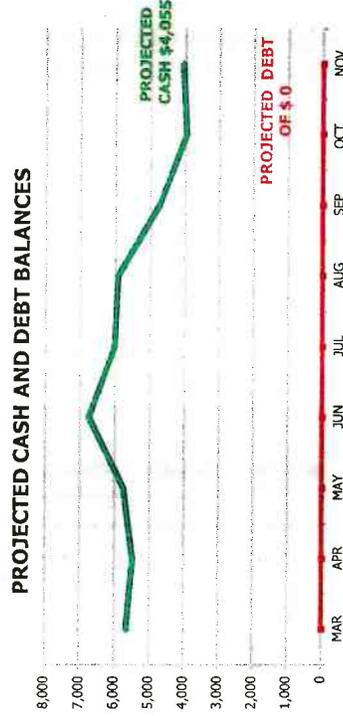
(1,712)

4,055

DISCUSSION

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO UTILIZE ITS CREDIT FACILITIES WITH THE PROVIDENT BANK TO FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES AND OR WORKING CAPITAL REQUIREMENTS.

PROJECTED NON GRANT CAPITAL EXPENDITURES DURING THE FIRST QUARTER OF FY23 ARE A MAIN CONTRIBUTOR TO THE DECREASE IN CASH OVER THE NEXT NINE MONTHS.



TOTAL FUND BALANCES	BALANCE AT 2-28-2022	BALANCE AT 06-30-2021
UNRESTRICTED	5,767	2,469
DESIGNATED	14	14
TOTAL	<u>5,781</u>	<u>2,483</u>

PEASE DEVELOPMENT AUTHORITY

STATEMENT OF CASH FLOW (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(UNRESTRICTED FUNDS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
OPENING FUND BALANCE	<u>5,767</u>	<u>5,640</u>	<u>5,458</u>	<u>5,734</u>	<u>6,736</u>	<u>6,006</u>	<u>5,911</u>	<u>4,739</u>	<u>3,949</u>	<u>5,767</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #6)	-	46	40	1,593	310	70	-	-	-	2,059
TRADEPORT TENANTS	771	757	749	840	1,055	735	613	1,007	694	7,221
MUNICIPAL SERVICE FEE	350	135	135	350	135	135	350	135	135	1,860
GOLF COURSE	86	187	305	305	295	295	305	177	94	2,049
PORTSMOUTH AIRPORT- (PSM)	52	52	91	52	41	76	82	52	87	585
PSM PAY FOR PARKING	90	8	18	30	48	39	12	19	37	301
PSM FLOWAGE FEES	27	12	3	11	46	50	49	81	37	316
SKYHAVEN AIRPORT	13	14	14	14	13	13	15	12	13	121
ARPA GRANT	1,964	-	-	-	-	-	-	-	-	1,964
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>3,353</u>	<u>1,211</u>	<u>1,355</u>	<u>3,195</u>	<u>1,943</u>	<u>1,413</u>	<u>1,426</u>	<u>1,483</u>	<u>1,097</u>	<u>16,476</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	1,571	70	85	40	40	30	30	1,000	-	2,866
CAPITAL- NONGRANT (SEE PAGES #5-#7)	977	432	90	1,045	280	545	1,640	340	100	5,449
OPERATING EXPENSES	932	891	904	1,040	1,003	933	928	933	891	8,455
MUNICIPAL SERVICE FEE	-	-	-	-	1,350	-	-	-	-	1,350
STATE OF NH- POST RETIREMENT	-	-	-	68	-	-	-	-	-	68
	<u>3,480</u>	<u>1,393</u>	<u>1,079</u>	<u>2,193</u>	<u>2,673</u>	<u>1,508</u>	<u>2,598</u>	<u>2,273</u>	<u>991</u>	<u>18,188</u>
NET CASH FLOW	(127)	(182)	276	1,002	(730)	(95)	(1,172)	(790)	106	(1,712)
CLOSING FUND BALANCE	<u>5,640</u>	<u>5,458</u>	<u>5,734</u>	<u>6,736</u>	<u>6,006</u>	<u>5,911</u>	<u>4,739</u>	<u>3,949</u>	<u>4,055</u>	<u>4,055</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
<u>GRANT REIMBURSEMENT PROJECTS</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	100	-	-	-	-	-	-	-	-	100
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	110	-	-	-	-	-	-	-	-	110
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,035	25	25	-	-	-	-	-	-	1,085
TW A SOUTH HOLD BAY (AIP 67)	250	5	5	-	-	-	-	-	-	260
PEASE BOULEVARD-ARBORETUM AVE	-	-	30	30	30	30	30	-	-	150
LOWERY LANE PAVING	27	-	-	-	-	-	-	-	-	27
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	-	-	1,000	-	1,000
SNOW REMOVAL EQUIPMENT (AIP XX)	9	-	-	-	-	-	-	-	-	9
	<u>1,531</u>	<u>30</u>	<u>60</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>1,000</u>	-	<u>2,741</u>
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG 9)	40	40	25	10	10	-	-	-	-	125
TOTAL GRANT REIMBURSEMENT PROJECTS	<u>1,571</u>	<u>70</u>	<u>85</u>	<u>40</u>	<u>40</u>	<u>30</u>	<u>30</u>	<u>1,000</u>	-	<u>2,866</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u>										
<u>TECHNOLOGY/ADMINISTRATION</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	-	-	-	-	-	5	-	-	5
MICROSOFT SOFTWARE UPGRADES **	-	-	-	-	-	-	40	-	-	40
PAYCHEX PAYROLL KISOSKS **	-	-	-	-	-	-	-	5	-	5
TECHNOLOGY ENHANCEMENTS **	10	10	-	-	-	-	10	-	-	30
WEBSITE UPGRADES**	-	-	-	-	-	-	-	30	-	30
ADMIN ELECTRIC VEHICLE**	-	-	-	-	-	-	40	-	-	40
	10	10					95	35		150
<u>GOLF COURSE</u>										
COURSE EQUIPMENT	77	-	-	-	-	-	-	45	50	172
PATIO UPGRADE**	10	40	-	-	-	-	-	-	-	50
SIMULATOR ROOM **	-	-	-	40	-	-	-	-	-	40
CLUBHOUSE KITCHEN EQUIPMENT	-	10	10	-	-	-	-	-	-	20
VIDEO SURVEILLANCE SYSTEM**	-	-	-	15	-	-	-	10	-	25
COURSE IMPROVEMENTS**	-	-	-	10	-	-	-	100	-	110
	87	50	10	65				155	50	417

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 (CONTINUED):</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	800	20	20	-	-	-	-	-	-	840
TERMINAL CARPETING **	-	-	-	5	-	-	-	-	-	5
AIRFIELD SIGNAGE **	-	-	-	-	-	55	-	-	-	55
MOBILE RADIO UPGRADE **	-	-	-	-	-	-	-	50	-	50
FENCE CONSTRUCTION **	-	35	-	-	-	-	-	-	-	35
GENERATOR UPGRADE **	-	-	-	-	-	-	10	-	-	10
REPEATERS **	-	-	-	-	-	-	-	-	-	-
TICKETING AREA & OPERATIONS AREA UPGRADES**	-	-	-	50	50	50	50	50	-	250
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	-	750	-	-	750
	800	55	20	55	50	105	810	100	-	1,995

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS										
<i>(CONTINUED):</i>										
SECURITY										
PSM										
CCTV SECURITY GATES **	-	50	-	-	-	-	-	50	-	100
REPLACE BADGING WORKSTATIONS**	-	-	-	-	90	-	-	-	-	90
DOOR ACCESS CONTROL **	-	-	-	-	-	75	-	-	-	75
TRAINING VIDEO PRODUCTION	-	-	-	-	-	115	-	-	-	115
SECURITY SYSTEM UPGRADE **	-	-	-	-	-	170	100	-	-	270
	-	50	-	-	90	360	100	50	-	650
DAW										
DOOR ACCESS CONTROL **	-	-	25	-	-	-	-	-	-	25
SRE DOOR REPLACEMENT**	-	-	-	20	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	-	5	-	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG**	-	16	-	-	-	-	-	-	-	16
REROOF TERMINAL BUILDING **	-	-	15	-	-	-	-	-	-	15
	-	16	40	25	-	-	-	-	-	81

NOTE:
** PENDING BOARD APPROVAL

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

(CONTINUED) (\$ 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>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED)</u>										
<u>TRADEPORT</u>										
STORMWATER UPGRADES	5	-	5	-	-	-	25	-	-	35
GRAFTON RD AND GOLF COURSE INTERIM**	-	-	-	-	-	-	-	-	25	25
GRAFTON RD AND AVIATION AVE**	-	-	-	-	-	-	-	-	25	25
CORPORATE DRIVE- DRAINAGE **	75	-	-	-	-	-	500	-	-	575
	80	-	5	-	-	-	525	-	50	660
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT	-	81	-	-	-	-	60	-	-	141
PAINT MACHINE **	-	-	15	-	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	50	-	-	50
MOWER REPLACEMENT **	-	20	-	-	-	-	-	-	-	20
HIGH LIFT **	-	-	-	-	-	30	-	-	-	30
JOHN DEERE TRACTOR REPLACEMENT **	-	-	-	-	140	-	-	-	-	140
CRACK SEALING MACHINE **	-	-	-	-	-	50	-	-	-	50
SWPPP WASH RACK*	-	150	-	-	-	-	-	-	-	150
SNOW/RUBBER REMOVAL EQUIP**	-	-	-	900	-	-	-	-	-	900
	-	251	15	900	140	80	110	-	-	1,496
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	977	432	90	1,045	280	545	1,640	340	100	5,449

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000'S)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	-	-	-	167	-	-	-	-	-	167
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	-	-	-	211	-	-	-	-	-	211
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	-	-	-	1,100	-	-	-	-	-	1,100
RUNWAY- AIR NATIONAL GUARD	-	-	-	-	300	-	-	-	-	300
TW A SOUTH HOLD BAY (AIP 67)	-	-	-	90	-	-	-	-	-	90
PEASE BOULEVARD- ARBORETUM AVE	-	-	-	-	-	-	-	-	-	-
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	-	-	-	-	-
LOWERY LANE PAVING (AIP 70)	-	-	-	-	-	60	-	-	-	60
SKYHAVEN AIRPORT										
TERMINAL APRON DESIGN (SBG-7)	-	46	40	25	10	10	-	-	-	131
TOTAL	---	46	40	1,593	310	70	---	---	---	2,059

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

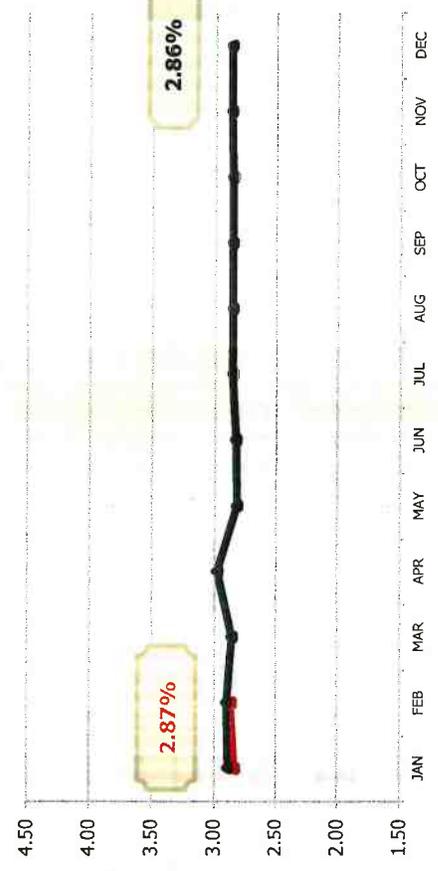
(\$ 000's)

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



OUTSTANDING DEBT ANALYSIS	BALANCE AT 02-28-2022	BALANCE AT 06-30-2021	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	=	=		
	2.86%			

TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP 2022 VERSUS 2021



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) MARCH 1, 2022 TO NOVEMBER 30, 2022

(\$ 000's)

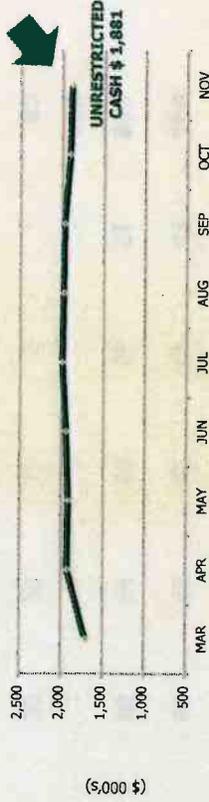
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,580</u>
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	499
FUEL SALES	533
REGISTRATIONS / WHARFAGE	564
MOORING FEES	450
PARKING FEES	97
	<u>2,143</u>
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	947
FUEL PROCUREMENT	440
OPERATING EXPENSES	387
CAPITAL EXPENDITURES AND OTHER	40
STATE OF NH- POST RETIREMENT	28
	<u>1,842</u>
NET CASH FLOW	<u>301</u>
CLOSING FUND BALANCE	<u>1,881</u>

DISCUSSION

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

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

PROJECTED UNRESTRICTED CASH BALANCES



TOTAL FUND BALANCES	BALANCE AT 2/28/2022	BALANCE AT 06/30/21
UNRESTRICTED FUNDS	1,580	1,888
DESIGNATED FUNDS	540	153
RESTRICTED FUNDS:		
HARBOR DREDGING	256	317
REVOLVING LOAN FUND	276	225
FOREIGN TRADE ZONE	8	8
	<u>540</u>	<u>550</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
OPENING FUND BALANCE	<u>1,580</u>	<u>1,700</u>	<u>1,916</u>	<u>1,907</u>	<u>1,933</u>	<u>1,977</u>	<u>1,965</u>	<u>1,958</u>	<u>1,895</u>	<u>1,580</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	63	69	49	83	60	43	42	47	43	499
FUEL SALES	35	34	48	71	86	84	58	66	51	533
MOORING FEES	200	200	50	-	-	-	-	-	-	450
PARKING FEES	1	1	4	14	30	29	16	2	-	97
REGISTRATIONS / WHARFAGE	46	76	22	95	65	65	65	65	65	564
	<u>345</u>	<u>380</u>	<u>173</u>	<u>263</u>	<u>241</u>	<u>221</u>	<u>181</u>	<u>180</u>	<u>159</u>	<u>2,143</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	96	95	93	115	89	123	101	144	91	947
FUEL PROCUREMENT	39	29	48	46	69	67	46	54	42	440
UTILITIES	10	10	11	12	9	9	10	9	9	89
GENERAL AND ADMINISTRATIVE	14	14	14	15	14	16	14	18	14	133
BUILDINGS AND FACILITIES	16	16	16	16	14	16	16	16	16	142
PROFESSIONAL SERVICES	10	-	-	5	2	2	1	2	1	23
CAPITAL EXPENDITURES AND OTHER	40	-	-	-	-	-	-	-	-	40
STATE OF NH- POST RETIREMENT	-	-	-	28	-	-	-	-	-	28
	<u>225</u>	<u>164</u>	<u>182</u>	<u>237</u>	<u>197</u>	<u>233</u>	<u>188</u>	<u>243</u>	<u>173</u>	<u>1,842</u>
NET CASH FLOW	120	216	(9)	26	44	(12)	(7)	(63)	(14)	301
CLOSING FUND BALANCE	<u>1,700</u>	<u>1,916</u>	<u>1,907</u>	<u>1,933</u>	<u>1,977</u>	<u>1,965</u>	<u>1,958</u>	<u>1,895</u>	<u>1,881</u>	<u>1,881</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- HARBOR DREDGING 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	256	214	174	184	140	150	158	118	126	256
<u>SOURCES OF FUNDS</u>										
PIER USAGE FEES	9	9	9	9	9	9	9	9	9	81
REGISTRATIONS	1	1	1	1	1	1	1	1	1	9
FUEL FLOWAGE FEES	-	-	-	-	-	-	-	-	-	-
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	10	10	10	10	10	10	10	10	10	90
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	50	-	2	-	2	-	2	-	56
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	-	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CB0C)	50	-	-	50	-	-	50	-	-	150
	52	50	-	54	-	2	50	2	-	210
NET CASH FLOW	(42)	(40)	10	(44)	10	8	(40)	8	10	(120)
CLOSING FUND BALANCE	214	174	184	140	150	158	118	126	136	136

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
OPENING FUND BALANCE	276	290	253	265	280	220	158	173	189	276
SOURCES OF FUNDS										
LOAN REPAYMENTS	12	12	12	13	13	13	13	14	14	116
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	15	15	15	16	16	16	16	17	17	143
USE OF FUNDS										
NEW LOANS PROJECTED	-	51	-	-	75	75	-	-	-	201
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	1	1	1	1	1	1	1	1	1	9
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	1	52	3	1	76	78	1	1	3	216
NET CASH FLOW	14	(37)	12	15	(60)	(62)	15	16	14	(73)
CLOSING FUND BALANCE	290	253	265	280	220	158	173	189	203	203

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE 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	8	6	5	5	4	6	6	6	3	8
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS	-	-	-	2	-	-	-	-	5	7
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	-	-	-	2	-	-	-	-	5	7
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	1	-	-	-	-	-	1	-	2
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	2	-	-	1	-	-	-	2	-	5
	2	1	-	1	-	-	-	3	-	7
NET CASH FLOW	(2)	(1)	-	(1)	2	-	-	(3)	5	-
CLOSING FUND BALANCE	6	5	5	4	6	6	6	3	8	8

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Licenses / ROEs / Easements / Rights of Way
DATE: March 8, 2022

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

1. Name: Port City Air
License: Right-of-Entry Extension
Location: Hangar 227
Purpose: Cold storage of Four (4) Vehicles
Term: Extension from original request through February 28, 2022

Director Fournier was consulted and granted his consent.

2. Name: PlaneSense, Inc.
License: Right of Entry
Location: 105 Flightline Road and surrounding designed premises
Purpose: Survey / Site Inspection Purposes
Term: February 1, 2022 through June 30, 2022

Director Fournier was consulted and granted his consent.

3. Name: US Navy
License: Right of Entry
Location: North Apron
Purpose: Emergency Vehicle Operating Classes (EVOC Training)
Term: Periodic and Pre-Approved Access through December 31, 2022

Director Fournier was consulted and granted his consent.

4. Name: New England Seacoast Region Chapter 225 of the Experimental Aircraft Association
License: Right of Entry
Location: Skyhaven Airport
Purpose: Staging and hosting EAA 225 Young Eagle Flight Rally events
Term: May 1, 2022 through October 15, 2022

Director Fournier was consulted and granted his consent.

5. Name: Jalbert Leasing, Inc. d/b/a C & J Bus Lines
License: Right of Entry
Location: Hampton Street Lot
Purpose: Parking of C & J Customer Vehicles on a Valet Basis Only
Term: March 1, 2022 through midnight May 31, 2022 with a six (6) month option to extend the ROE November 30, 2022 subject to the approval of the Executive Director of Pease Development Authority (“PDA”)

Director Fournier was consulted and granted his consent.

January 31, 2022

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 2,730 square feet as shown on the attached Exhibit A, commencing February 1, 2022, through February 28, 2022, for the for the storage of four (4) vehicles, at its sole expense and risk. This Right of Entry will expire at the end of day on February 28, 2022, 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

January 31, 2022

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

January 31, 2022

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 (2,730 sq. ft. @ \$1.00 per sf per annum) in the amount of seven dollars and forty-eight cents (\$7.48) 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 \$231.88 (31 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.

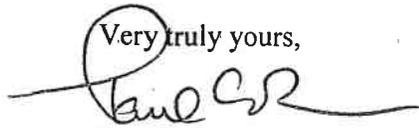
In the event the Right of Entry Premises, or any portion thereof, are removed from the Airport District, PCA shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute)

Page Four
January 31, 2022

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 31st day of January, 2022

PORT CITY AIR

By: Austin Pietschman
Print Name: Austin Pietschman
Its: Director of Operations

EXHIBIT A

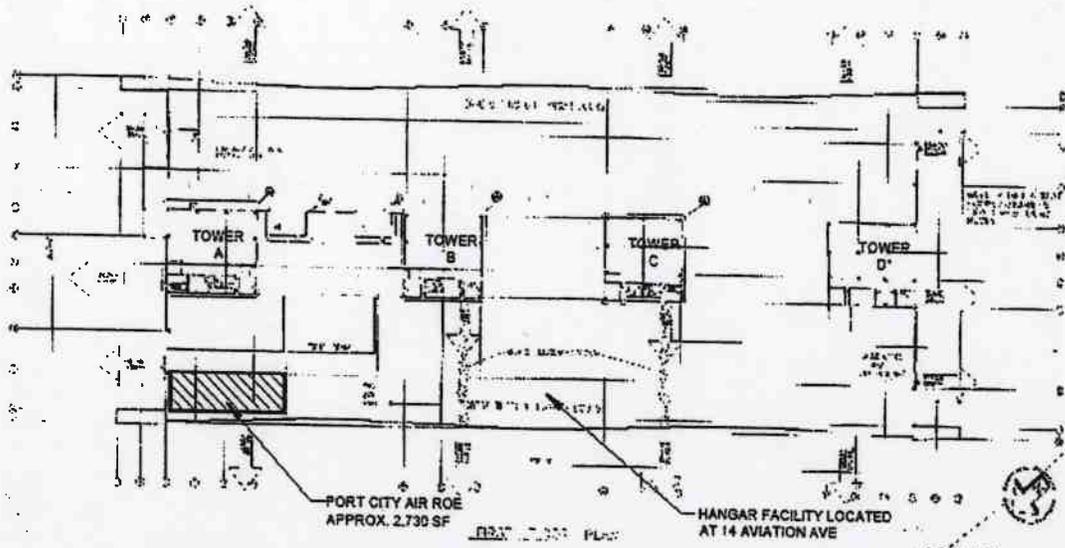


Exhibit A - Port City Air Right of Entry

DESIGNED BY: MRM DATE: 12/2/2021 SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

85 INTERNATIONAL DRIVE, PORTSMOUTH, NH 02801

January 25, 2022

Gary M. Arber, Vice President and General Counsel
PlaneSense, Inc.
115 Flightline Road
Portsmouth, NH 03801

**Re: Right of Entry — 105 Flightline Road, Pease International Tradeport,
Portsmouth, NH**

Dear Attorney Arber:

This letter will authorize PlaneSense Inc. ("PlaneSense") and/or its agents and contractors to enter 105 Flightline Road, and the surrounding designated premises, as shown on the attached Exhibit A (the "Premises") for the period beginning February 1, 2022 through June 30, 2022, for survey / 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 June 30, 2022, unless otherwise extended by written agreement of PlaneSense and the Pease Development Authority ("PDA").

This authorization is conditioned upon the following:

1. PlaneSense providing the PDA, 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 understanding and agreement that the PDA makes no representations about the condition of the Premises or its suitability for the purposes and uses allowed under this Right of Entry. 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

January 25, 2022

**Re: Right of Entry —105 Flightline Road, 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 pavement or soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent. No trees or vegetation may be cut without written permission from the PDA. No geo-technical exploration shall be done on the Site without proper clearance from Portsmouth International Airport Operations Department and PDA Engineering Department.

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.



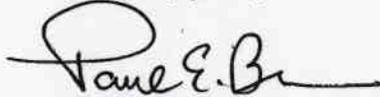
Page Three

January 25, 2022

Re: **Right of Entry —105 Flightline Road, 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 25th day of January, 2022.

PlaneSense Inc.

By: 
Print Name: GARY M. ARBER
Its Duly Authorized: V.P. and
General Counsel

Page Four

January 25, 2022

Re: Right of Entry — 105 Flightline Road Parcel, Pease International Tradeport,
Portsmouth, NH

EXHIBIT "A"

PREMISES

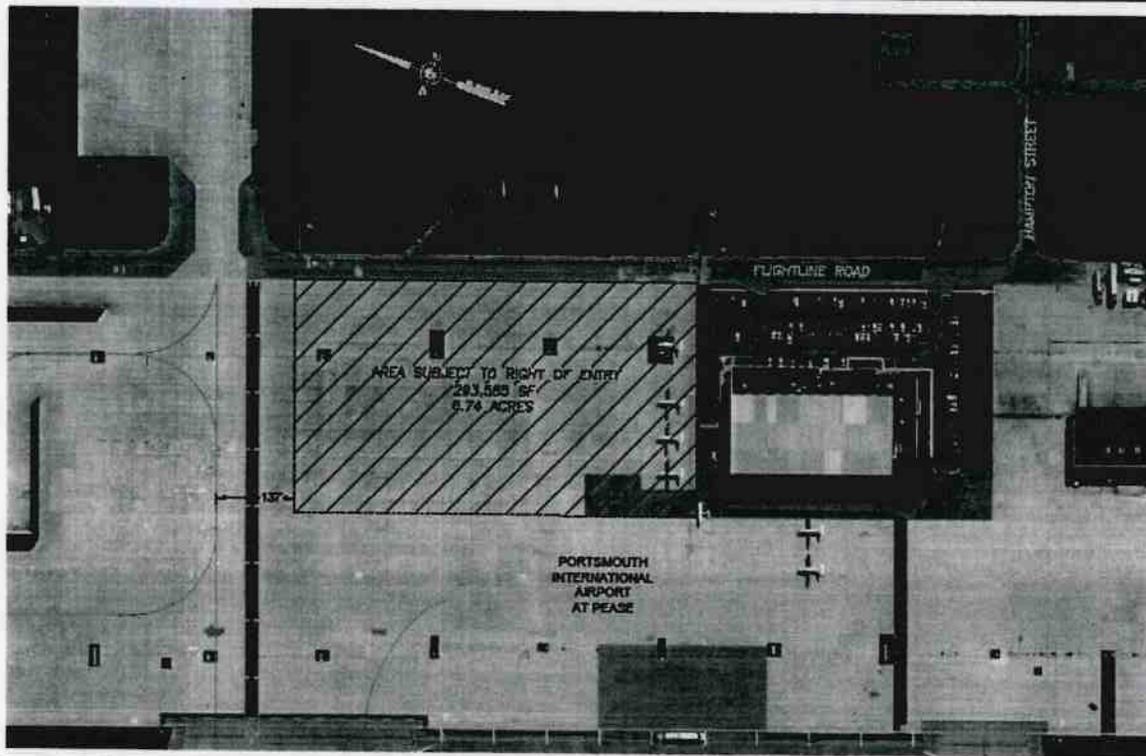


Exhibit A

DESIGNED BY: MRM DATE: 11/23/21 SCALE: 1"=200'

 PEASE DEVELOPMENT AUTHORITY

65 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF-ENTRY AGREEMENT is made and entered into this 14 day of February, 2022, by and between Pease Development Authority, hereinafter called "PDA", and the UNITED STATES OF AMERICA, acting by and through the Naval Facilities Engineering Systems Command Mid-Atlantic, hereinafter called the NAVY, upon the following terms and conditions:

1. PDA hereby grants to the NAVY the non-exclusive right to enter upon the lands owned by PDA at the North Apron of the Pease International Tradeport, more specifically shown on the drawing attached hereto and made a part hereof as Exhibit "A," hereinafter described as "PREMISES," and consents to officers, employees, and authorized representatives (including contractors) of the NAVY entering upon and having periodic and pre-approved access to and across said property through December 31, 2022, in order to conduct Emergency Vehicle Operating Classes (EVOC) and no other use.

2. The PREMISES is part of the Airport Security Identification Display Area ("SIDA"). The NAVY will be required to obtain security badges and qualify as escorts in order for representative, employees and agents to gain access to and remain on the PREMISES. While in SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met.

3. All costs and expenses incurred by the NAVY in connection with its entry upon the PREMISES shall be borne by the NAVY, with no cost or expense to PDA.

4. The NAVY covenants and agrees that at no time during the use of the PREMISES shall any training be performed within 200 feet of the area utilized by the National Guard.

4. Other than provided herein, it is understood and agreed that the NAVY does not acquire title to or any other interest in the property of PDA by this grant of permission and consent to enter the PREMISES during the term of this right-of-entry or any renewal thereof.

5. PDA does not warrant the condition of the PREMISES permitted hereunder and the NAVY accepts that use of PREMISES is as-is, where-is and this is further documented and represented in the Joint Inventory Inspection Report (JIIR) attached hereto and made part hereof as Exhibit "B".

6. The liability of the Government, if any, for damage to property or for death or injury to any person that may arise out of, or related to any action taken pursuant to this contract shall be determined solely in accordance with the provisions of the Federal Tort Claims Act, 28 U.S.C. section 2671, et seq.

7. Any placement of the equipment or property placed on the PREMISES is subject to the approval of PDA, all equipment and other property taken upon or placed upon the PREMISES

by the NAVY shall remain the property of the NAVY and shall be removed by the NAVY upon the expiration of this right-of-entry.

8. The rights granted herein shall be in effect from the date of execution of this Agreement through December 31, 2022, except that all rights granted herein shall automatically terminate upon the conveyance or transfer of title to the PREMISES to any party not a part hereof. Upon the termination or expiration of this Agreement, the NAVY will remove all its personal property from the PREMISES and repair any damages resulting from its activities conducted on the PREMISES.

9. This written permission is given by the undersigned voluntarily without coercion and without promises of any kind not provided for herein.

10. In consideration of mutual aid response, PDA is providing this right of entry for continued EVOG training of emergency forces

11. The NAVY shall comply with all applicable Federal, State, and local laws, regulations and ordinances, including, but not limited to, the handling, storage, treatment, transportation and disposal of hazardous substances.

12. The NAVY shall, at no expense to PDA, provide safety and security measures in connection with its use of this right-of-entry that are adequate to protect the safety of all users of the subject property or any adjacent property.

13. The NAVY will notify PDA at least twenty-four (24) hours before entry is made on the PREMISES. Authorization shall be granted on a "first come, first serve" basis. Said notice may be provided either in writing by certified mail, email or by telephone to PDA as follows:

Portsmouth International Airport at Pease
Andrew Pomeroy
36 Airline Avenue
Portsmouth, NH 03801
(603) 766-9231
a.pomeroy@peasedev.org

14. PDA reserves the right to revoke or terminate this right of entry at will upon written notice to the NAVY. Such written notice shall be provided to the NAVY by certified mail at the following address or via email at:

Attn: Code REBL-DL
Commanding Officer
Naval Facilities Engineering Systems Command, Mid – Atlantic
9324 Virginia Ave.
Norfolk, Virginia 23511
deborah.a.lord2.civ@us.navy.mil

Local NAVY Representative:

Mr. Thomas Morley
Tel: (207) 438-6965
thomas.f.morley.civ@us.navy.mil

15. Nothing in this Permit is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

16. Delay in the enforcement of any right hereunder by a party shall not result in a waiver of that right and any waiver by a party hereunder shall require a written instrument, signed by the party to be bound, expressly acknowledging that waiver. The provisions of this right-of-entry may not be amended or altered except by a written instrument fully executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Entry Agreement as of the date written above.

PEASE DEVELOPMENT AUTHORITY

By: 
Paul Brean
PDA Executive Director

UNITED STATES OF AMERICA

By: 
W. SETH WHITBY
Real Estate Contracting Officer
NAVFAC Mid-Atlantic
By direction

Date: 2/14/2022

Date: February 04, 2022

EXHIBIT A



JOINT INSPECTION AND INVENTORY REPORT

Lease Number: N40085-20-RP—00122	
Address of Premises: Pease International Tradeport	
Date of Report: 3/18/21	Anticipated Date of Possession: _____ February 2022
Description of Premises: Use of the North Apron of the Pease International Tradeport (approximately +/- 25 acres).	
CONDITION OF LEASED PREMISES	

THE GENERAL CONDITION AND STATE OF REPAIR OF THE DESCRIBED PREMISES SHOULD BE NOTED BELOW. IN THE FIRST COLUMN, PROVIDE A DESCRIPTION OF THE ITEM (E.G. ENTRY DOOR, CEILING TILE, BATHROOM SINK). IN THE SECOND COLUMN, PUT THE APPLICABLE CODE FROM THE LIST BELOW. IN THE THIRD COLUMN, PROVIDE A BRIEF DESCRIPTION OF THE CONDITION OF THE ITEM.

UNLESS OTHERWISE NOTED, FACILITIES ARE DEEMED TO BE FREE OF DEFECTS OR HAVE NO PROBLEMS OF SIGNIFICANCE TO REPORT.

- A. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that require immediate repair by the Lessor prior to occupancy.
- B. Item fails to function properly and requires the immediate repair by the Lessor prior to occupancy.
- C. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require immediate repair by the Lessor, but which must be repaired within 60 days of occupancy.
- D. Item fails to function properly and requires repair by the Lessor within 60 days of occupancy.
- E. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require repair by the Lessor, but are noted by this report as existing conditions that do not require restoration by the Tenant at the end of tenancy.
- F. Item fails to function properly but does not require repair by the Lessor, but is noted by this report as an existing condition that does not require restoration by the Tenant at the end of tenancy.

****Attach photos of facility and of items listed below that contain defects.**

Item	Condition Code	Remarks
Pavement	E	Pavement has visible cracks/holes that do not require repair by Lessor and do not require restoration by Tenant at end of tenancy. Functions properly.
Fencing	-	No visible defects. Functions properly.

SIGNATURES. The parties signatures below document the condition of the premises described in Exhibit A as attached to the operative permit document.

LICENSEE

NAME

Date

Printed Name

US NAVY REPRESENTATIVE

Megan Sawyer

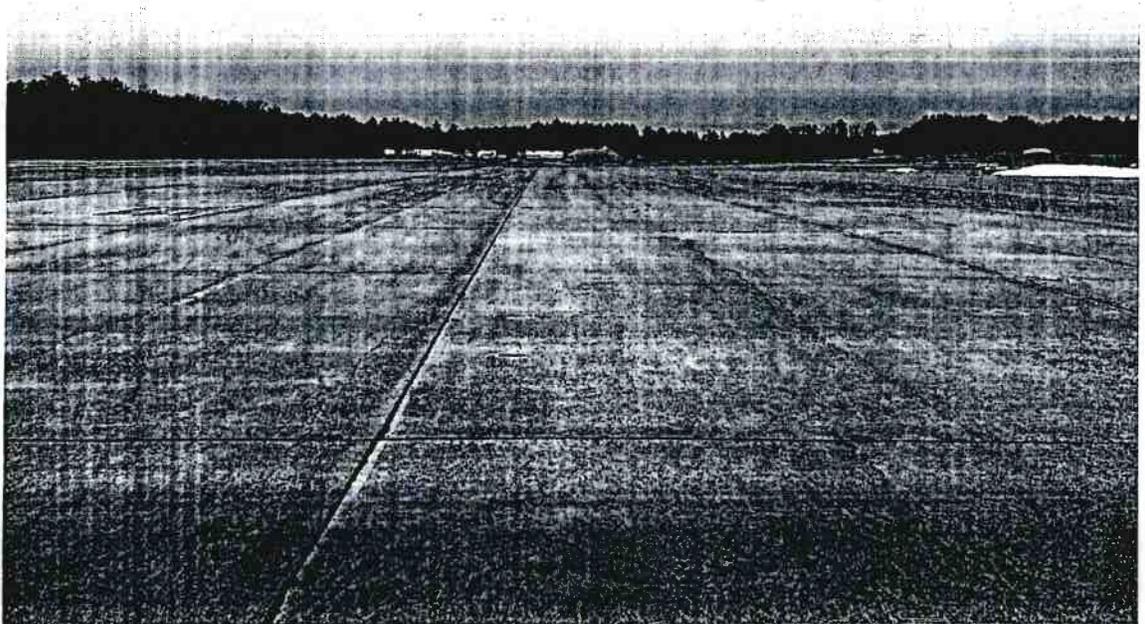
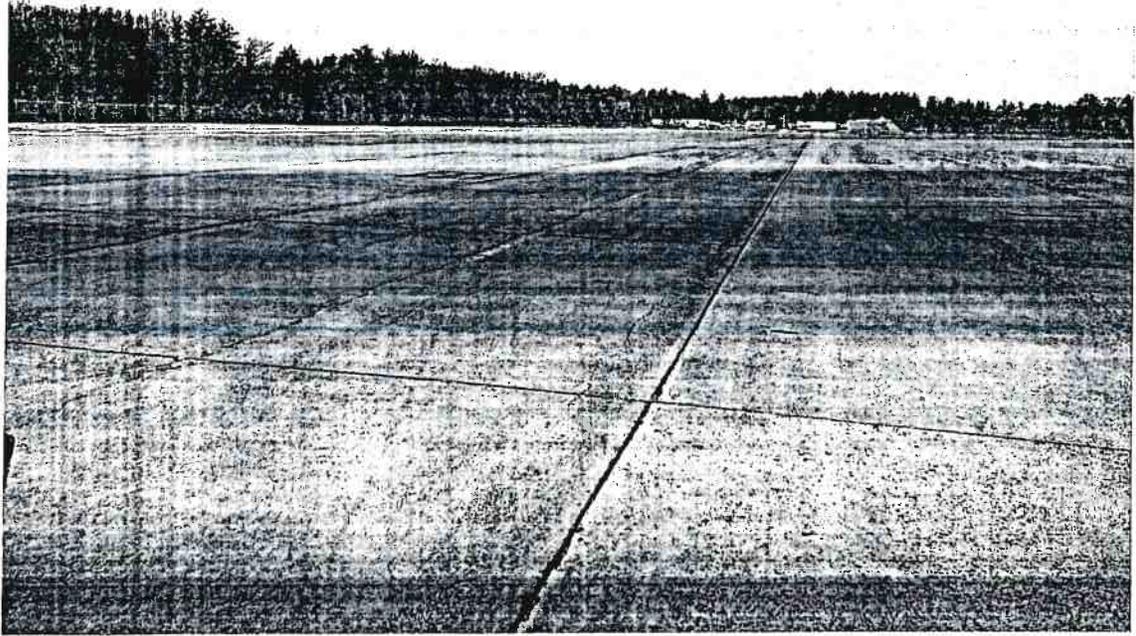
NAME

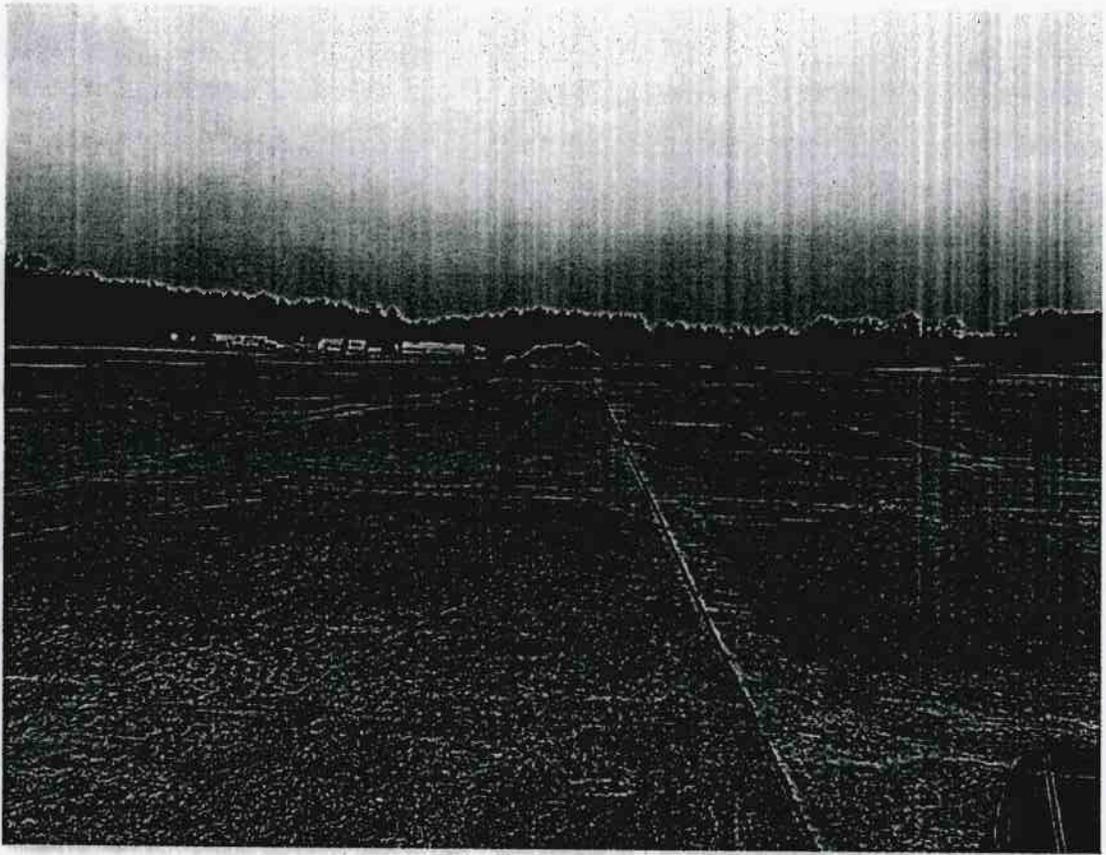
3/22/2021

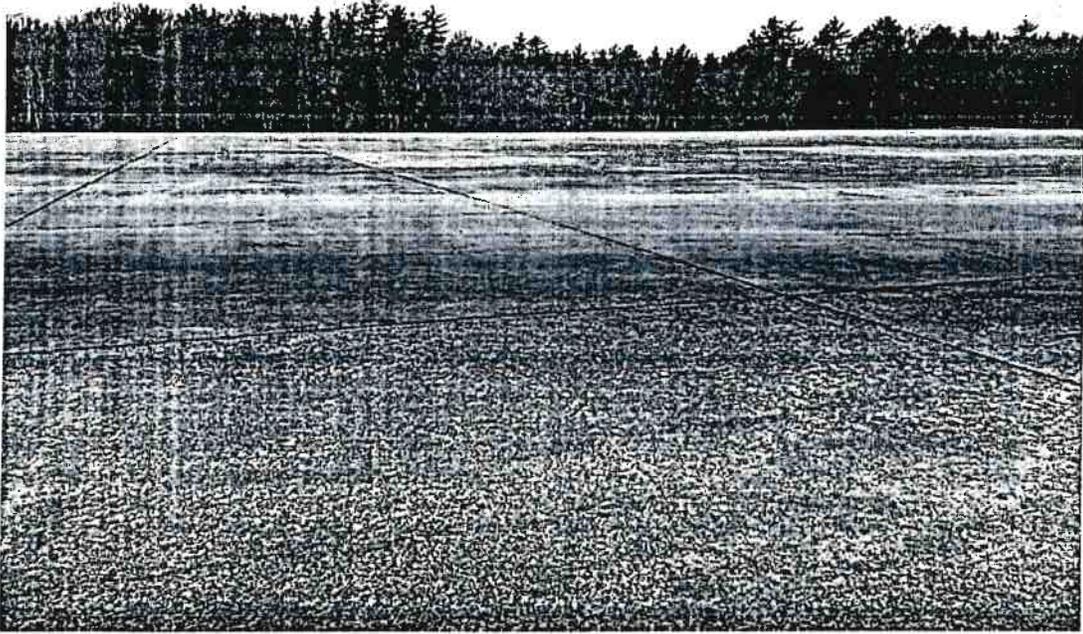
Date

Megan Sawyer

Printed Name









March 7, 2022

EAA Chapter 225
c/o Gerard Peterson
523 Ridge Road
Middleton, NH 03887-6221

**Re: Right of Entry - EAA 225 Young Eagle Flight Rally
Skyhaven Airport, Rochester, New Hampshire**

Dear Mr. Peterson:

This Right of Entry will authorize the New England Seacoast Region Chapter 225 of the Experimental Aircraft Association and its agents (collectively "EAA 225") to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the "Premises") as shown on Exhibit A for the purpose of staging and hosting EAA 225 Young Eagle Flight Rally events (the "events") and for no other use without the express written consent of the Pease Development Authority ("PDA").

This Right of Entry shall be valid through May 1, 2022 and shall terminate at midnight on October 15, 2022 (the "Term").

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

This authorization is conditioned upon the following:

1. EAA 225 understands and acknowledges that for each specific period of use requested during the Term, EAA 225 shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises.

EAA 225 understands and agrees that it will not enter the Premises or conduct events during the Term of this Right of Entry without the express prior approval of PDA.

2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the EAA 225's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them if such damage is caused by the negligence of EAA 225.

3. EAA 225's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. EAA 225 expressly waives all claims against PDA and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry, unless such loss, damage, injury or death is caused by the negligence of PDA or the State of New Hampshire. EAA 225 further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of EAA 225's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. EAA 225 understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will or terminated at will by the PDA, 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. EAA 225 agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry if such loss, damage of injury is caused by the negligence of EAA 225.

6. EAA 225 providing to the Pease Development Authority satisfactory evidence of commercial general liability insurance covering the activities/uses allowed under this Right of Entry, to a limit of not less than One Million Dollars (\$1,000,000.00), naming PDA and the State of New Hampshire as additional insureds.

Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of any employee, officer or agent of the EAA 225, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (iii) provide that the insurer shall have no right of subrogation against PDA or the State of New Hampshire; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by PDA or the State of New Hampshire.

7. EAA 225's agreement to secure all necessary municipal and/or local permits prior to each event.

8. EAA 225's agreement to leave the Premises in the same or better condition as existed at the time of the event.

9. EAA 225's agreement to coordinate the management of the events with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

10. EAA 225's agreement to coordinate the placement of signs, including directional signs, with the PDA's Airport Management Department prior to the placement of any signs at Skyhaven; and to secure permission from the New Hampshire Department of Transportation to place event signs along Route 108. EAA 225's agrees to remove all signs placed at Skyhaven at the end of the Right of Entry period.

11. EAA 225's agreement to provide a sufficient number of portable toilets for use by participants during each event if so required in the discretion of the Airport Manager or his designee.

12. EAA 225's agreement that by 12:00 p.m. on the day following an event, all waste containers and portable toilets that were placed on the Premises for use during the event will be removed from the Premises.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the EAA 225 to the terms of this Right of Entry and return the same to me in advance of the first event.

Sincerely,

Paul E. Brean
Executive Director

Agreed and accepted this ___ day of _____, 2022

New England Seacoast Region Chapter
225 of the Experimental Aircraft
Association

By: _____
Duly Authorized

cc: Anthony Blenkinsop, Deputy Director / General Counsel
Chasen Congreves, Airport Administrator

EXHIBIT A
PREMISES

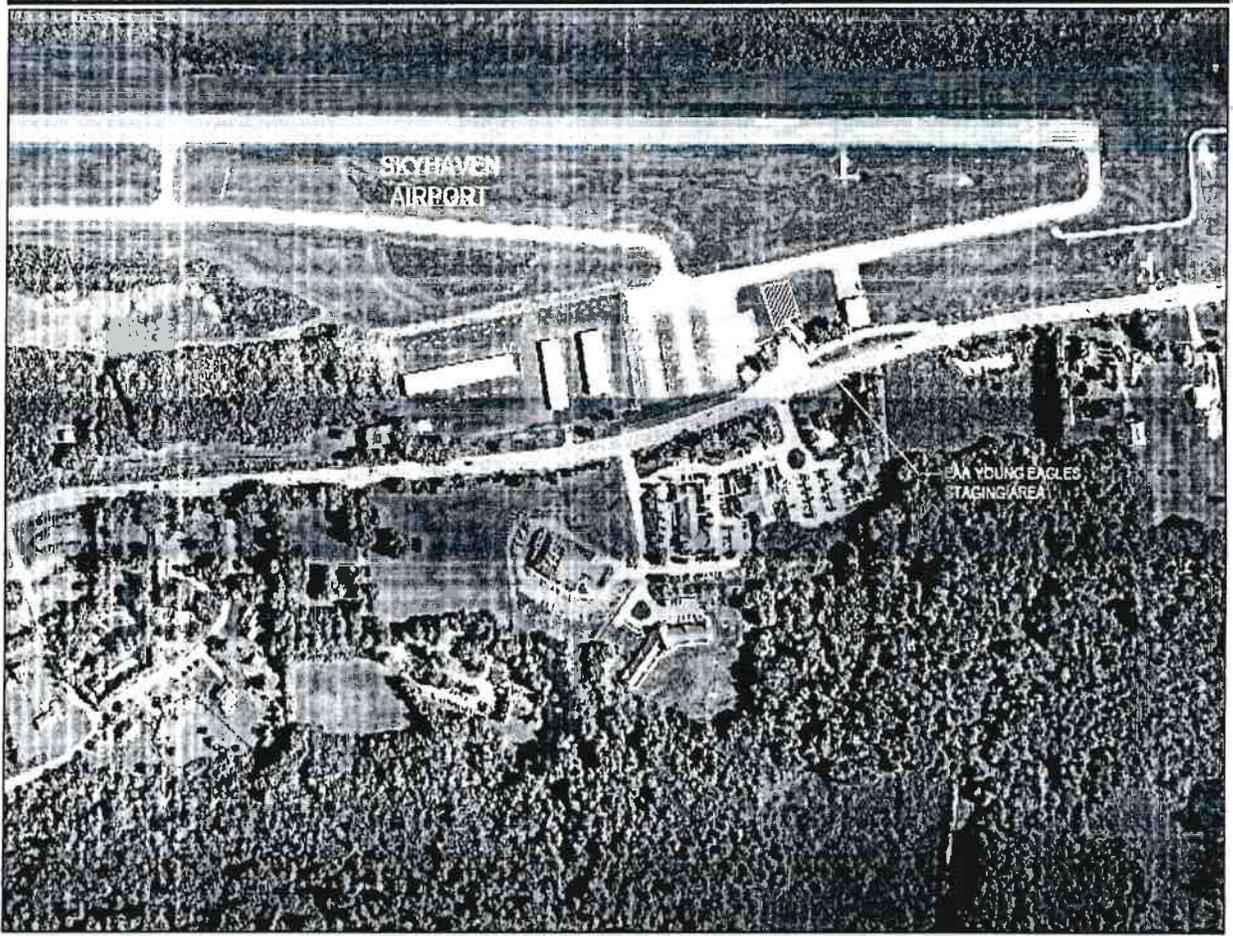


Exhibit Depicting EAA Young Eagles Staging Area at DAW

DESIGNED BY: MRM DATE: 2/14/22 SCALE: 1"=400'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



March 7, 2022

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

**Re: Right of Entry for Use of Parking Area
Hampton Street, Portsmouth, NH**

Dear Mr. Jalbert:

This letter will authorize C & J Bus Lines ("C & J") to use and to enter upon and utilize the parking lot situated on Hampton Street, Portsmouth, New Hampshire as shown on the attached **Exhibit A** (the "Premises") for the period commencing March 1, 2022 through midnight May 31, 2022 for the purposes of parking C & J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire at midnight on May 31, 2022.

This authorization is conditioned upon the following:

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

2. C & J understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or

Page 2

March 7, 2022

**Re: Right of Entry for Use of Parking Area
Hampton Street, Portsmouth, NH**

termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

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

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of C & J which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of C & J that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

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

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

6. C & J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry. C & J or any contractor of C & J shall also obtain certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator. Certification includes the successful completion of the Green SnoPro training program. All personnel employed in snow removal operations shall be familiar with salt reduction measures.

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

Page 3

March 7, 2022

Re: **Right of Entry for Use of Parking Area
Hampton Street, Portsmouth, NH**

8. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of C & J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

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

10. Prior to termination of the Right of Entry, C & J agrees to restore the Premises to the same or better conditions than the Premises were in before C & J's use.

12. C & J's agreement herein that this ROE does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

13. C & J's agreement to pay a per month fee, in advance, for the lot for the period of use under this Right of Entry and pro-rated for partial periods broken down as follows:

Hampton Street	0.89 acres	\$1,130.75/mo.
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C & J agrees to vacate the premises after receiving a 30 day notice by the PDA.

14. **Municipal Services Fee.** In addition to the Fee required to be paid under the terms of this ROE, C & J shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the ROE Fee. For ROE terms under 6 months, the Municipal Services Fee, which shall be 10% of the fee to be paid to the PDA, may be billed by the PDA at the commencement of the ROE. To the extent the ROE Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, C & J may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the ROE Premises, or on C & J for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this ROE shall terminate.

Page 4

March 7, 2022

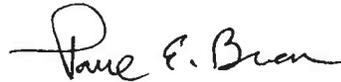
Re: **Right of Entry for Use of Parking Area
Hampton Street, Portsmouth, NH**

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

15. C & J's agreement that it may not pave any portion of the parking lot which it has been granted the use of pursuant to this ROE.

Please indicate by your signature below C & J's consent to the terms and conditions of this Right of Entry and return the same to me with evidence of insurance and payment of fee as required.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 7 day of March, 2022

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

By: 

Print Name: Jamie Lesnial

Its Duly Authorized: Vice President

Page 5

March 7, 2022

Re: Right of Entry for Use of Parking Area
Hampton Street, Portsmouth, NH

EXHIBIT A

PREMISES

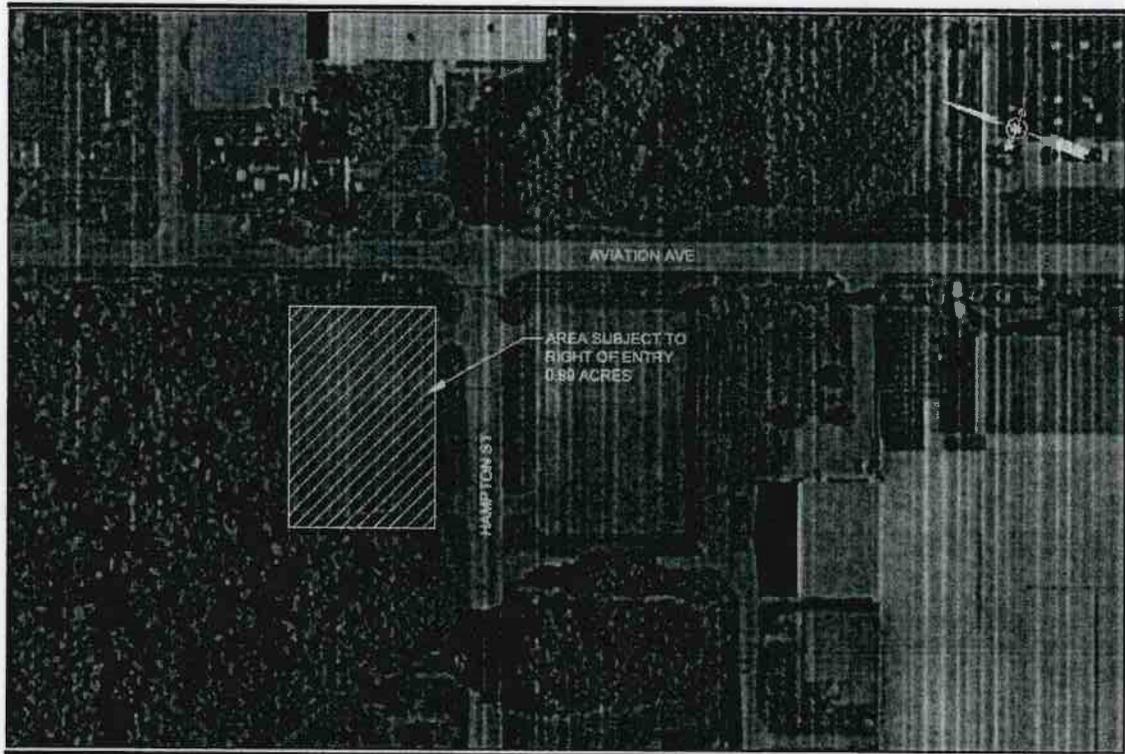


Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MRM DATE: 3/7/22 SCALE: 1"=125'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to finalize negotiations and enter into a Car Rental Concession Lease and Operating Agreement with Vibe Motors, substantially in accordance with the draft attached hereto, for the purpose of providing rental car services at the Portsmouth International Airport at Pease.

CAR RENTAL CONCESSION LEASE AND OPERATING AGREEMENT

BETWEEN

PEASE DEVELOPMENT AUTHORITY

AS

“LESSOR”

AND

VIBE MOTORS, LLC

AS

“LESSEE”

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
LEASE	1
RECITALS	1
ARTICLE 1.LEASED PREMISES - TERMINAL COMMON USE AREAS	3
ARTICLE 2.CONDITION OF LEASED PREMISES	5
ARTICLE 3.TERM.....	6
ARTICLE 4.TERMINAL AREA RENT - ANNUAL MINIMUM CONCESSION FEE - PERCENTAGE FEES & MUNICIPAL SERVICES FEE	7
ARTICLE 5.IMPOSITIONS	10
ARTICLE 6.SURRENDER OF LEASED PREMISES	11
ARTICLE 7.INSURANCE.....	12
ARTICLE 8.LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS	15
ARTICLE 9.USE OF LEASED PREMISES	16
ARTICLE 10.LIENS	19
ARTICLE 11.REPAIRS AND MAINTENANCE	20
ARTICLE 12.RIGHT OF LESSOR TO INSPECT AND REPAIR	21
ARTICLE 13.GENERAL INDEMNIFICATION BY LESSEE	22
ARTICLE 14.UTILITIES.....	23
ARTICLE 15.ALTERATIONS - SIGNS	24
ARTICLE 16.DESTRUCTION AND RESTORATION	26
ARTICLE 16A. EMINENT DOMAIN.....	28
ARTICLE 17.DEFAULT BY LESSOR	29
ARTICLE 18.DEFAULT BY LESSEE.....	30
ARTICLE 19.PROHIBITION AGAINST TRANSFERS - BANKRUPTCY	33
ARTICLE 20.[RESERVED]	34
ARTICLE 21.ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS	35
ARTICLE 22.INVALIDITY OF PARTICULAR PROVISIONS.....	36
ARTICLE 23.NOTICES.....	37
ARTICLE 24.QUIET ENJOYMENT.....	38
ARTICLE 25.ENVIRONMENTAL PROTECTION	39
ARTICLE 26.MISCELLANEOUS	44

EXHIBITS TO LEASE

Exhibit

- “A” FEDERAL FACILITIES AGREEMENT
- “B” PLANS DESIGNATING THE LEASED PREMISES
- “B-1” PARKING AREAS
- “C” EXAMPLE OF A 10% CONCESSION RECOVERY FEE
- “D” LIST OF ENVIRONMENTAL LAWS AND REGULATIONS
- “E” CERTIFICATE OF CORPORATE GOOD STANDING/EXISTENCE
- “F” FAA REQUIREMENTS

LEASE

THIS CAR RENTAL CONCESSION LEASE AND OPERATING AGREEMENT ("Lease") is made by and between the PEASE DEVELOPMENT AUTHORITY ("Lessor") and Vibe Motors, LLC ("Lessee"). (Lessor and Lessee may be referred to jointly as the "Parties.")

RECITALS

A. Lessor is an agency of the State of New Hampshire established pursuant to RSA ch. 12-G, "Pease Development Authority," and is authorized to enter into this Lease pursuant to the provisions contained therein.

B. In 1992, Lessor commenced its acquisition of fee title to portions of the former Pease Air Force Base hereinafter designated Premises I and Premises II from the United States of America ("Government or Air Force") by public benefit transfer (*i.e.* transfer without consideration) pursuant to the general authority contained in 49 U.S.C. Sections 47151-47153 and other applicable provisions of law. (Together, Premises I and Premises II constitute the entirety of the Pease International Tradeport (the "Airport" or "Pease").) The terms of such acquisition are set forth in an Amended Application for Public Benefit Transfer executed by Lessor ("Application") and accepted by the Air Force on April 14, 1992 (the "Acceptance"), as the same have been subsequently amended by Amendment No. 1 dated March 24, 1994 and executed June 27, 1997 ("Amendment No. 1"). (The Application, as amended by Amendment No. 1 may be referred to as the "Amended Application.") The Amended Application was approved December 12, 1995 and confirmed March 18, 1997 and the Air Force executed an acceptance of the Amended Application on June 26, 1997 ("Acceptance II"). (The Acceptance and Acceptance II may be referred to collectively as the "Acceptances.") In accordance with the terms of the Amended Application and Acceptances, the Lessor and Air Force entered into a Lease on April 14, 1992 for the Airport District, a Supplement No. 1 thereto dated August 4, 1992, a Supplement No. 2 thereto dated July 15, 1993, a Supplement No. 3 thereto dated June 27, 1997, and a Supplement No. 4 thereto dated October 15, 2003 (collectively the "Master Lease"). As a result of the Air Force's conveyance of the Airport, in fee simple, to Lessor, the Master Lease is no longer in effect.

C. By Quitclaim Deed made and entered into on October 15, 2003 and Quitclaim Deed dated September 16, 2005 (the "Deeds"), the Government, acting by and through the Secretary of the Air Force did grant to PDA the land and improvements located in the City of Portsmouth, Town of Newington and Town of Greenland, as contemplated by the Master Lease, Application and Acceptances, and which deed dated September 16, 2005 included the Leased Premises. The Parties acknowledge that the Deeds impose certain requirements on Lessee with respect to leases which are addressed in the terms and conditions of this Lease. Copies of the Deeds are recorded in the Rockingham County Registry of Deeds at Book 4227, Page 1 and Book 4564, Page 985 respectively.

D. The Parties acknowledge that a Federal Facilities Agreement ("FFA") required under Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.* has been entered into by the Air Force, the New Hampshire Department of Environmental Services ("NHDES") and the United States Environmental Protection Agency ("EPA") regarding certain contamination at Pease and that

this FFA also imposes certain requirements upon Lessor and Lessee which are addressed in the terms and conditions of this Lease. A copy of the FFA is attached to this Lease as **Exhibit A**. Unless the context refers specifically to the document constituting **Exhibit A**, the term FFA shall include any amendments to said document.

E. Lessee is a limited liability company and is registered to do business in New Hampshire with a place of business at its office located at 133 Fox Point Rd, Newington, NH 03801.

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

DRAFT

ARTICLE 1. LEASED PREMISES - TERMINAL COMMON USE AREAS

1.1 Description of Leased Premises

Lessor, for and in consideration of the rents and covenants herein specified to be paid and performed by Lessee, hereby leases to Lessee, and Lessee hereby hires from Lessor, the following areas (excluding exterior walls, the roof over such areas and sub-floor lying beneath such areas) located within the Portsmouth International Airport at Pease, Domestic and International Air Passenger Terminal, (the "Terminal") and described generally below and more particularly on the plans attached as **Exhibit B**:

- The area designated "Vibe Motors Ticket Counter Area"

(Total square feet for Ticket Counter and Closet area = 218 sq. ft. +/-)

In addition, Lessor also leases to Lessee, and Lessee hereby hires from Lessor, the following areas contiguous to the Terminal, also shown on **Exhibit B-1**:

- The area designated "Vibe Motors Parking Area" consisting of a total of eight (8) parking spaces
- The area designated "Vibe Motors Overflow Parking Area" consisting of two (2) parking spaces (collectively the "Parking Areas")
- A 24-hour key drop box

(All of the areas described in this Section 1.1 may be referred to collectively as the "Leased Premises" or the "Premises")

Excluded from the Leased Premises are property or other rights obtained by a utility supplier from the Lessor pursuant to a Lease or other agreement in connection with the provision of utility lines and or utility services at the airport.

1.2. Terminal Common Use Areas

Lessee is also granted the right, in common with others, to use the lobby area shown on **Exhibit B** in connection with its processing of car rental passengers utilizing its services.

The foregoing area described in this section 1.2 may be referred to as the "Terminal Common Use Areas."

Lessee's use of the Terminal Common Use Areas is subject to the general direction and supervision of Lessor, and/or Lessor's designee, as Terminal manager as well as other applicable provisions of this Lease.

1.3. Easements - Rights-of-Way

This Lease is subject to existing easements and rights-of-way of record and to the Utility Lease and License Agreement dated July 31, 1992 by and between PDA and Public Service Company of New Hampshire ("PSNH"); to the utility Lease and License Agreement dated May 10, 1995 by and between PDA and New England Telephone and Telegraph Company ("NETEL"); to the Wastewater Disposal and Water Service Facilities Lease and License Agreement dated as of January 1, 1993 by and between PDA and the City of Portsmouth; and to the Pipeline Easement and Transfer Agreement dated August 12, 1998 by and between PDA, Portland Natural Gas Transmission System and Maritimes & Northeast Pipeline, L.L.C.

The Government reserves for the use and benefit of the public, an aviation easement and a right of way for the free and unobstructed passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in such airspace such sound, vibrations, fumes, dust, fuel particles, and all other effects as may be caused by the operation of aircraft, now known or hereafter used, for the navigation through or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

1.4. General Rights of Access/Common Use Areas.

Subject to the provisions and additional restrictions set forth in Article 9 and other pertinent provisions of this Lease, Lessee shall have in common with other authorized Airport users the right to use the entrances, exits and roadways designated by Lessor for common use at the Airport.

The rights of Lessee under this Section 1.4 shall be subordinate to Lessor's rights to manage the Airport and other common areas and roadways, which rights shall include, without limitation, the right to impose reasonable rules and regulations or to issue management directives relating to use of the Terminal Common Area, roadways and parking areas and the right to add, delete, alter or otherwise modify the designation and use of all Airport facilities and parking areas, entrances, exits, roadways and other areas of the Airport, to the extent all of the foregoing are not part of the Leased Premises; provided, however, that Lessee shall continue at all times to have reasonable access to and use of the Leased Premises.

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

END OF ARTICLE 1.

ARTICLE 2. CONDITION OF LEASED PREMISES

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

2.2. Lessee shall be responsible for the following "fit-up" work required to make these Leased Premises ready for Lessee's intended use.

- the connection of all computer and related equipment;
- the installation of appropriate signage displaying Lessee's logo or other appropriate signage.

All such fit-up work performed by Lessee shall comply with the provisions of this Lease applicable to Alternations.

END OF ARTICLE 2.

ARTICLE 3. TERM

3.1. This Lease shall be for a base term of three (3) years ("Base Term") which term shall commence effective as of April 1, 2022 (the "Term Commencement Date") and shall expire on April 30, 2025, unless terminated earlier or extended in accordance with the provisions of this Lease. Lessor shall have two (2) options of one (1) year each to extend this Lease upon such terms and conditions as Lessor and Lessee shall mutually agree to.

3.2. The options granted in Section 3.1 of this Lease, if exercised, are subject to the approval of the Executive Director of the Pease Development Authority. Lessee has the right, without penalty, to reject Lessor's renewal terms and conditions and to discontinue providing car rental services at the end of the initial three (3) year term of this Lease or at the end of the first option period. Lessor shall provide Lessee with proposed renewal terms and conditions ninety (90) days prior to the end of the initial three (3) year term of this Lease and, if applicable, ninety (90) days prior to the expiration of the first option period. In either event, Lessee shall have thirty (30) days thereafter to accept or reject Lessor's renewal proposal. If Lessee rejects any of Lessor's renewal proposals, Lessee will vacate the Leased Premises at the end of the Base Term or the end of the first option period, whichever is applicable.

3.3. The options granted hereunder may not be exercised by the Lessee if it is in default under the terms of this Agreement and such default has not been cured within any applicable cure period.

3.4. Unless the context clearly indicates otherwise when used in this Lease the phrase "term of this Lease" shall mean the Base Term plus any duly exercised allowable extensions thereof.

3.5. Early Termination. Notwithstanding the above, Lessee shall have the right to terminate the Lease with thirty (30) days written notice to Lessor in the event: a.) of a 15% or higher drop in deplanements in any month as compared to the same month in the prior year, or b.) the Airport no longer has any commercial air carrier service.

END OF ARTICLE 3.

ARTICLE 4. TERMINAL AREA RENT - ANNUAL MINIMUM CONCESSION FEE - PERCENTAGE FEES & MUNICIPAL SERVICES FEE

4.1. Subject to Section 4.3 of this Lease, Lessee shall pay to Lessor Terminal Area Rent ("Terminal Area Rent") at the following annual rates for the areas of the Leased Premises described in Section 1.1:

Years 1, 2, and 3	\$15.00 per square foot of terminal area plus \$144.00 for each terminal parking space, \$96.00 for each overflow parking space and \$100.00 for a 24 hour key drop box. All costs subject to annual CPI increase not to exceed 5% year-over-year.
Option Years 1 & 2 -	To be negotiated

4.2. The Terminal Area Rent due under Section 4.1 shall commence upon the Term Commencement Date. The annual Terminal Area Rent shall be payable in each case in equal monthly installments of one-twelfth thereof in advance on the first day of each month without offset in lawful money of the United States at the office of Lessor at the Airport or at such other address as Lessor may hereafter designate. In addition, Lessee agrees to pay when due, such other amounts that may be required to be paid as additional rent. Lessee's rent obligation for any fractional portion of a calendar month at the beginning or end of the term of this Lease shall be a similar fraction of the rental due for an entire month.

4.3. For the privilege of operating its car rental service at the Airport throughout the term of this Lease, Lessee shall pay to Lessor each year, a fee equal to a sum of money which represents the greater of the guaranteed Annual Minimum Concession Fee (which shall be deemed to include Terminal Area Rent) or the Percentage Fee applicable to Gross Revenues, as hereinafter defined.

- A. The Annual Minimum Concession Fee shall be \$7,100.00 in Years 1 through 3. Said Annual Minimum Concession Fee shall be payable in equal monthly installments of one-twelfth thereof, in advance and without demand, on the first day of each month in the fashion provided in Section 4.2 for the payment of Terminal Area Rent.
- B. The Percentage Fees to be applied to Gross Revenues, as hereinafter defined, shall be ten percent (10%). Lessee will pay the Percentage Fee on Gross Revenue on a cash basis, after final charges have been determined and rental tickets are closed. Lessee will not remit the Percentage Fee on any tickets that remain open at the end of the month.

Gross Revenues shall include the gross revenues from all sales made and services performed for cash, credit or other financial consideration at the Airport, regardless of when or whether paid or not.

Excluded from Gross Revenues shall be sales taxes separately stated: all fuel sold, vehicle licensing fees ("VLF"); Carbon offsets; reimbursements received for payment and administration of parking and traffic violations, citations, fines, tolls, towing, and impounded fees; toll pass device rental charge, toll convenience charge;; acceptance of Personal Accident Insurance ("PAI"), Supplemental Liability Protection ("SLP"), or other insurance coverage; any sums received as insurance or otherwise for damage to automobiles or other property of Lessee, or for the loss, conversion, or abandonment of such automobiles or other property of Lessee.

- C. Within fifteen (15) days after the end of each three (3) month period during the term of this Lease, Lessee shall pay to Lessor a sum of money which represents the excess, if any, of the difference between the Percentage Fee and the Annual Minimum Concession Fee for the previous three (3) month period. To the extent the Lessee overpays the Percentage Fee in any given year it shall be entitled to a credit on the anniversary date of this Lease.
- D. All payments of Annual Minimum Concession Fees and Percentage Fees shall be accompanied by documentation of daily Gross Revenues for the preceding month. Lessee agrees to keep in the Leased Premises or in its home office, full and complete records of all sales and services, in, upon or from the Leased Premises (including deductions or exclusions therefrom). Such records shall be retained by Lessee agency for not less than three (3) years after the expiration of the Lease. Lessor or its agents may, at reasonable times and on reasonable notice inspect and audit such records.

4.4. Concession Recovery Fee. Lessee may recover from its customers the 10% concession fee paid to Lessor at a rate of 11.11% pursuant to the formula described by way of an example as more fully set forth in **Exhibit C**.

4.5. [RESERVED]

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

4.7. In addition to the fees or rent required to be paid under this Article 4, Lessee shall also pay to Lessor a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the Pease Development Authority effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of Lessor at the Airport and will be subject to increases each year only to the extent the cost to Lessor of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided in Section 4.2 of this Lease.

To the extent the Leased Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, Lessee may offset against any fee paid to Lessor the portion of such municipal taxes as are attributable to fire, police and roadway services, and Lessor shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the Leased Premises, or on Lessee as Lessee, for all three of fire, police and roadway services and Lessor either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Section 4.7 shall terminate.

In the event the Leased Premises, or any portion thereof, are removed from the Airport District, Lessee shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:11, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

4.8. Any municipal services fee or tax imposed for fire, police, and/or roadway services shall be considered an imposition under Article 5 of this Lease.

END OF ARTICLE 4.

ARTICLE 5. IMPOSITIONS

5.1. During the term of this Lease, Lessee shall pay when due, all taxes, charges, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this Lease are assessed or imposed upon or become due and payable or a lien upon: (i) the Leased Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) the rent or income received from subtenants or licensees; or (iii) any use or occupancy of the Leased Premises; or (iv) this transaction or any document to which Lessee is a party creating or transferring an estate or interest in the Leased Premises (all of which taxes, charges, excises, fees, assessments and other governmental charges are hereinafter collectively referred to as "Impositions"). If, by law, any such Imposition is payable, or may at the option of Lessee be paid in installments, Lessee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Any Imposition relating to a fiscal period of the taxing authority a part of which period is included prior to the commencement of the term of this Lease, shall be prorated as between Lessor and Lessee so that Lessee shall pay only the portion thereof attributable to any period during the term of this Lease. Lessee hereby acknowledges and agrees that failure to make payment of any required municipal services fees in accordance with the provisions of Section 4.7 of this Lease shall constitute a default and breach of this Lease as set forth in Article 18.

5.2. Lessee covenants to furnish to Lessor within fourteen (14) days of receipt of a written request from Lessor, official receipts of the appropriate taxing authority, or other proof satisfactory to Lessor, evidencing the payment thereof.

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

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

END OF ARTICLE 5.

ARTICLE 6. SURRENDER OF LEASED PREMISES

6.1. On the expiration or termination of this Lease, Lessee shall surrender to Lessor the Leased Premises, including all buildings and improvements on the Leased Premises whether leased to or otherwise owned by Lessee, broom clean and in good order, condition and repair, reasonable wear and tear excepted, together with all alterations, decorations, additions and improvements that may have been made in, to or on the Leased Premises, except that Lessee shall be allowed to remove its personal property or any improvements made by Lessee at its sole expense that can be removed without damage to any buildings, facilities or other improvements to the Leased Premises. The Leased Premises, including the buildings and improvements thereon, shall be delivered free and clear of all subtenancies, liens and encumbrances, other than those, if any, permitted hereby or otherwise created or consented to by Lessor, and, if requested to do so, Lessee shall execute, acknowledge and deliver to Lessor such instruments of further assurance as in the opinion of Lessor are necessary or desirable to confirm or perfect Lessor's right, title and interest in and to the Leased Premises including said building and improvements. On or before the end of the Lease term, Lessee shall remove all of Lessee's personal and other property allowed to be removed hereunder, and all such property not removed shall be deemed abandoned by Lessee and may be utilized or disposed of by Lessor without any liability to Lessee. Lessee's obligation under this Article 6 shall survive the expiration or termination of this Lease.

END OF ARTICLE 6.

ARTICLE 7. INSURANCE

7.1.

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

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

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

(2) Commercial General Liability insurance, including, but not limited to, products and completed operations liability insurance, on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death or property damage, occurring upon, in or about the Leased Premises, passageways, adjoining sidewalks, streets and parking areas, such insurance to afford immediate minimum protection at the time of the Term Commencement Date, and at all times during the term of this Lease, to a limit of not less than Two Million (\$2,000,000.00) Dollars with respect to damage to property, personal/bodily injury or death to any one or more persons and with no deductible or such deductible amount as may be approved by Lessor. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Lessee, or any other person or organization, or involving any owned, non-owned, leased or hired automotive equipment in connection with Lessee's activities.

(3) Workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New

Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this Lease.

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

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Lease, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by Lessor, which approval shall not be withheld unreasonably. The policy of insurance required in section 7.1.B. (1) shall name the Lessor as loss payee. The policies of insurance required in Sections 7.1.B. (2) and (4) shall be for the mutual benefit of Lessee and the Lessor with the Lessor named as an additional insured as its interest may appear for liabilities arising out of the conduct of the Lessee. Upon the execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article) the original of each policy required to be furnished pursuant to this Article (or, with the consent of Lessor, which consent shall not be unreasonably withheld a certificate of the insurer reasonably satisfactory to Lessor) shall be delivered by Lessee to Lessor.

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

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

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

7.6. Lessee shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Leased Premises and Lessee shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to Lessor shall be willing to write or to continue such insurance. Lessee shall, in the event of any violations or attempted violations of the provisions of this

Section 7.6 by a subtenant, take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

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

7.8. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

7.9. Over the term of this Lease and any extensions thereof, Lessor reserves the right to request increases in mandatory insurance coverage limits for each respective coverage area required under this Lease as the same may be appropriate, commercially reasonable and prudent in view of then existing conditions and circumstances. Lessor agrees to provide Lessee with a thirty (30) day written notice when making any request for an increase in required insurance coverage limits.

END OF ARTICLE 7.

ARTICLE 8. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

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

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

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

END OF ARTICLE 8.

ARTICLE 9. USE OF LEASED PREMISES

9.1. The sole purpose for which Lessee may use the Leased Premises is to operate a rental car service and for no other uses without Lessor's prior written consent. Lessee shall not use, or permit to be used, the Leased Premises for any other purpose without the prior express written consent of Lessor. Lessor's consent shall be subject to the execution of an appropriate agreement which shall include a provision requiring the payment of established fees and charges that may be applicable to any such additional uses consented to by Lessor. Lessee is prohibited from any use of the Leased Premises not specifically granted in this Section 9.1.

Lessee shall have no right to conduct any commercial or other activities at the Leased Premises, other than what is expressly granted in this Section 9.1. The Parties acknowledge that among the uses not authorized at the Airport are the sale of food, beverages, consumer goods or services other than those related to or commonly provided in connection with the provision of rental car services. Vehicle fueling, washing, maintenance and overflow parking (except as authorized in this Lease) shall be prohibited on Airport property. Installation of electric vehicle charging stations on the Leased Premises, is not permitted without a separate written agreement of the Parties.

9.2. Lessee recognizes that the uses authorized in Section 9.1 are not granted on an exclusive basis and that Lessor may enter into Leases or other agreements with other tenants or users at areas of the Airport other than the Leased Premises for similar, identical, or competing uses. No provision of this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act as the same may be amended from time to time.

9.3. Lessee agrees that it will keep the Premises in a neat, clean and orderly condition and shall be responsible for trash removal in accordance the provisions of Chapters 300 through 500 of the Pease Development Authority ("PDA") Zoning Requirements, Site Plan Review Regulations and Subdivision Regulations (collectively the "Land Use Controls") and such other rules and regulations from time to time promulgated, provided that Lessee shall not be bound by any such rules and regulations until such time as it receives a copy thereof. Lessee agrees to cause trash receptacles to be emptied and trash removed at Lessee's sole cost and expense.

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

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

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

9.6. All employees of Lessee at the Airport terminal, Terminal Common Use Areas and Common Use Areas shall be neatly attired and clearly identified as employees of Lessee and shall at all times visibly carry an appropriate Airport identification badge.

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

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

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

9.10. Lessee agrees to provide, throughout the term of this Lease, the following:

- A. Rental car services to the public during the hours necessary to meet normal demands of airline flight schedules. Such services will include providing one-way rentals "rent it here, leave it here" services. Lessor may require periodic reports

of Lessee which would indicate the degree of satisfactory response to requests for such services;

- B. A sufficient number of automobiles to meet the reasonable demands of the traveling public at the Airport. Such automobiles shall be of current model (an in no event older than the two previous years' model of such automobile); and they shall be maintained in first-class condition free from known mechanical defects;
- C. Personnel performing services are to be neat and courteous. Lessee shall not permit its agents, or employees so engaged, to conduct business or otherwise to behave in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the space assigned in any manner, except through the use of signs approved by Lessor.
- D. An attendant for the purpose of providing rental car service for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for services, or during such minimum hours as may be determined by the Lessor.
- E. Participation in an a nationwide or regional car rental system; and
- F. Accept for payment of services at least two (2) major credit cards.
- G. Charge prices in accordance with its usual standards on a basis substantially similar to those charged for similar services at airports of similar size within the same general area. Lessor shall have the right to approve all prices and adjustments thereto.
- H. If electric vehicles are present in the Lessee's rental fleet, Lessee will ensure vehicles are appropriately charged and available if inventory allows.

9.11. Lessee acknowledges that Lessor is subject to certain restrictions on the use of the Airport Property in accordance with Paragraph V.B of the Deed. Notwithstanding any other provision of this Lease, the Lessee shall also comply with and be subject to all other restrictions and conditions of the Deed to the extent applicable to the Leased Premises.

END OF ARTICLE 9.

ARTICLE 10. LIENS

10.1. During the term of this Lease, Lessee shall not permit to remain, and shall promptly discharge, at its cost and expense, all liens, encumbrances and charges upon the Leased Premises or any part thereof; provided, that the existence of any mechanics', laborers', materialmen's, suppliers' or vendors' liens or rights thereto shall not constitute a violation of this Article if payment is not yet due under the applicable contract. Lessee shall, however, have the right to contest with due diligence the validity or amount of any lien or claimed lien, if Lessee shall give to Lessor such security as Lessor may reasonably require to insure payment thereof and prevent any sale, foreclosure or forfeiture of Lessee's interest in the Leased Premises or any portion thereof by reason of such nonpayment. On final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at Lessee's own expense, and if Lessee shall fail to do so, Lessor may at its option pay any such final judgment and clear the Leased Premises therefrom. If Lessee shall fail to contest with due diligence the validity or amount of any such lien or claimed lien, or to give Lessor security as hereinabove provided, Lessor may, but shall not be required to, contest the validity or amount of any such lien or claimed lien or settle or compromise the same without inquiring into the validity of the claim or the reasonableness of the amount thereof.

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

END OF ARTICLE 10.

ARTICLE 11. REPAIRS AND MAINTENANCE

Lessee covenants and agrees, throughout the term of this Lease, without cost to Lessor, to maintain the Leased Premises and to keep the same in good order and condition, and shall promptly at Lessee's own cost and expense, make all necessary repairs, to keep the Leased Premises and related improvements in safe, clean and sanitary condition. The obligations of Lessee to make repairs shall extend to any damage caused to the Leased Premises or Terminal Common Areas caused by Lessee or its passengers, agents, servants, contractors, suppliers or other invitees of Lessee at the Airport.

END OF ARTICLE 11.

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ARTICLE 12. RIGHT OF LESSOR TO INSPECT AND REPAIR

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

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

12.3. Lessee shall allow any agency of the United States, its officers, agents, employees and contractors to enter upon the Leased Premises for any purposes not inconsistent with Lessee's quiet use and enjoyment, including but not limited to the purpose of inspection. Notwithstanding the preceding sentence, in the event the Air Force (or any other agency having a right of entry under the Federal Facilities Agreement (FFA) as defined in Section 25.8) determines that immediate entry is required for safety, environmental, operations or security purposes it may effect such entry without prior notice. The Lessee shall have no claim against Lessor or against the United States or any officer, agent, employee or contractor thereof on account of any such entries.

END OF ARTICLE 12.

ARTICLE 13. GENERAL INDEMNIFICATION BY LESSEE

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

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

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

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

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

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

END OF ARTICLE 13.

ARTICLE 14. UTILITIES

14.1. Lessee acknowledges that the utility lines serving the Terminal as of the Term Commencement Date are sufficient to enable Lessee to obtain, as of the date of commencement of Lessee's activities, sufficient water, electricity, gas for heating, telephone and sewer service. Lessee shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Leased Premises. If Lessee desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities provided by Lessor, such installation shall be subject to Lessor's prior written approval of Lessee's plans and specifications therefor, which approval shall not be unreasonably withheld. If such installation is approved by Lessor and if Lessor agrees to provide any additional facilities to accommodate Lessee's installation, Lessee agrees to pay Lessor, in advance and on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

Lessor also reserves the right to run such utility lines as it deems necessary in connection with the development of the Airport to, from, or through the Leased Premises, provided, however, that Lessor in exercising such reserved right shall provide reasonable prior notice and the opportunity to confer with Lessee and shall exercise reasonable efforts to avoid or minimize interference with use of the Leased Premises.

Lessor, at its sole discretion, shall have the right from time to time, to alter the method and source of supply of the above enumerated utilities to the Leased Premises and Lessee agrees to execute and deliver to Lessor such documentation as may be required to effect such alteration.

Lessor shall have the option to supply any of the above enumerated utilities to the Leased Premises. If Lessor shall elect to supply any of such utilities to the Leased Premises, Lessee will purchase its requirements for such services tendered by Lessor, and Lessee will pay Lessor, within ten (10) days after mailing by Lessor to Lessee of statements therefor, at the applicable rates determined by Lessor from time to time which Lessor agrees shall not be in excess of the public utility rates for the same service, if applicable, to other aviation tenants at the Airport. If Lessor so elects to supply any of such utilities, Lessee shall execute and deliver to Lessor, within ten (10) days after request therefor, any documentation reasonably required by Lessor to effect such change in the method of furnishing of such utilities.

14.2. Except as otherwise provided for in Section 14.1 of this Lease, Lessee shall not be charged for utilities, including heat, air conditioning, water and electricity.

14.3. All work and construction under this Article shall comply with the provisions of Article 15 of this Lease applicable to construction work.

14.4. [Omitted].

END OF ARTICLE 14.

ARTICLE 15. ALTERATIONS - SIGNS

15.1. Lessee shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Article as "Alterations") in, to or upon the Leased Premises without Lessor's written consent. Unless Lessee is subject to an earlier notice requirement under the Lessor's land use controls or other applicable requirements with respect to the information required under this section, any request for Lessor's consent shall be made upon sixty (60) days written notice and shall be accompanied by preliminary engineering or architectural plans or, if consented to by Lessor, working drawings. If Lessor grants its consent all such work shall be done at Lessee's sole cost and expense, subject, in all cases, to the following covenants:

(1) All work and Alterations shall be done in compliance with all applicable governmental regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Regulations promulgated by Lessor and with the provisions of Article 25 of this Lease. This obligation shall include compliance with all applicable provisions of the FFA (as defined in Section 25.8), including obligations imposed upon Lessor in respect to construction and construction related work.

(2) All Alterations shall be of such a character as not to materially reduce the value and usefulness of any of the buildings or other improvements below their value and usefulness immediately before such Alteration. All work performed hereunder shall be performed in a good and workmanlike manner, shall conform to drawings and specifications approved by Lessor and shall not be disruptive of the overall operation the Airport. All contractors engaged by Lessee to perform such work shall employ labor that can work in harmony with all elements of labor at the Airport.

(3) During the period of construction of any Alterations, Lessee or any contractor, subcontractor or sublessee of Lessee shall maintain or cause to be maintained the following insurance:

(i) The Commercial General Liability and automobile liability insurance provided for in Article 7.1.B.(2) and (4) shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of Lessor and Lessee as named insured in connection with any Alteration permitted pursuant to this Article 15;

(ii) Property and fire and any other applicable insurance provided for in Article 7 which if not then covered under the provisions of existing policies shall be covered by special endorsement thereto in respect to any Alteration, including all materials and equipment therefor incorporated in, on or about the Leased Premises (including excavations, foundations, and footings) under a broad form all risks builder's risk completed value form or equivalent thereof; and

(iii) Workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could

be asserted against Lessor, Lessee or the Leased Premises, with statutory limits as then required under the laws of the State of New Hampshire.

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

(4) Lessee shall provide Lessor with MYLAR as-built drawings with electronic copies when any Alteration authorized hereunder is completed.

15.2. Lessee may erect and maintain suitable signs only within the Leased Premises and upon receiving the prior written approval of Lessor. Lessee shall submit drawings of proposed signs and information on the number, size, type, and location, all of which Lessor may review for harmony and conformity with the overall structure and architectural and aesthetic setting of the Leased Premises and the Airport as well as with Lessor's own land use control regulations and may approve or disapprove accordingly.

15.3. The Lessee, its sublessees and assignees shall not conduct any excavation, digging, drilling or other disturbance of areas denoted as "Use Restriction Zones" on **Exhibit C** of the Deed, referenced in Section C of the Recitals of this Lease.

15.4. Notwithstanding any other provision of this Lease, the right of Lessee to place or construct Alterations in, to or upon the Leased Premises shall be subject to Paragraph B of the Deed, referenced in Section C of the Recitals of this Lease.

15.5. In addition to the requirements to provide notice to Lessor under this Article 15 in respect to any Alteration, Lessee shall also provide notice to the Air Force, EPA and NHDES in the same manner and to the extent required of Lessor under the Deed and/or the FFA.

END OF ARTICLE 15.

ARTICLE 16. DESTRUCTION AND RESTORATION

16.1. In the event the Terminal is damaged by fire or other casualty to the extent of fifty per cent (50%) or greater, as determined solely by Lessor, Lessor shall have the right to elect not to rebuild, in which event this Lease shall be terminated upon seven (7) days notice by Lessor to Lessee. In such event all proceeds of insurance shall be distributed in the same priority as set forth in Section 16A.1. Lessee shall not be deemed to be in default of the Lessee Service Obligations herein if Lessor terminates this Lease under this provision unless Lessor makes available within seven (7) days alternate premises suitable for Lessee's commercial passenger transportation services as reasonably determined by Lessee. In the event the Leased Premises, including improvements or facilities located on the Leased Premises, (but excluding movable trade fixtures, furniture and equipment), shall be damaged by fire or other casualty, and Lessor does not terminate this Lease in accordance with the first sentence of this Section 16.1, such damage shall be repaired by Lessee as promptly as possible and at Lessee's expense so as to restore the same as nearly as possible to the condition prior to such damage. In discharging this obligation Lessee may utilize available insurance in accordance with the provisions of Section 16.2 and Section 16.5 and shall perform such work in accordance with Section 16.6. The repair obligations of Lessee under this Section 16.1 extend to the Leased Premises only.

16.2. All insurance proceeds payable as the result of any damage to the Leased Premises shall be endorsed by Lessee and the Air Force, to the extent of its interests and shall be held by Lessor and shall be paid out from time to time as the repair/restoration work progresses as follows:

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

(b) Within fourteen (14) days after the receipt of such statement from Lessee, Lessor shall out of the fund held by Lessor pay to the person(s) named in such statement the respective amounts stated in such statement to be due to them, or shall pay to Lessee the amount stated in such certificate to have been paid by Lessee; provided, however, that such payments shall not exceed in amount the fair value of the relevant work as stated in such certificate. If the total insurance proceeds exceed the amount required to pay the cost of all construction when completed, Lessor shall be entitled to retain such excess.

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

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

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

16.5. Upon completion of the restoration, and after taking into account other applicable requirements in respect to the application of such proceeds, any balance of the insurance money held by Lessor (or by Lessee) shall be paid to Lessor or the State in their order of priority in order to reduce the outstanding amount of indebtedness, of any loan provided to Lessee by Lessor and/or the State.

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

Notwithstanding the preceding provision of this Section 16.6 Lessee shall be entitled to an abatement of rent to the extent all or any portion of the Leased Premises is rendered untenable as the result of such damage or destruction.

END OF ARTICLE 16.

ARTICLE 16A. EMINENT DOMAIN

16A.1. In the event that there is a taking by eminent domain of the whole of the Leased Premises, this Lease shall terminate and the entire damages attributable to the land area shall accrue to Lessor, and that portion of the damages attributable to the capital improvements or buildings shall be divided between Lessor and Lessee as follows:

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

Second, to Lessor any remaining balance.

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

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

16A.3. Notwithstanding any other provision of this Lease, in the event of a temporary taking (i.e., 6 months or less) this Lease shall not terminate but shall resume at the expiration of the period within which the taking authority exercises dominion of the area subject to the temporary taking, provided, however, that in such event Lessee shall be under no obligation to pay rent and shall be allowed to share in any damages to the extent that the award reflects the fair rental value of the property taken and such value exceeds the established rental, including all applicable charges, required to be paid by Lessee to Lessor under this Lease.

END OF ARTICLE 16A.

ARTICLE 17. DEFAULT BY LESSOR

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

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

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

1. termination of this Lease;
2. a rental abatement based on the degree of uninhabitability (as determined by agreement of the Parties) of the Leased Premises caused by Lessor's default but only for the period that such default remains in effect;
3. subject to available legal and factual defenses,
 - a decree or order of a court of competent jurisdiction compelling specific performance by Lessor of its obligations under the Lease;
 - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by Lessor of any of its obligations under the Lease;
4. to the extent allowed by law, the right to undertake to cure Lessor's default, in which event Lessor shall pay Lessee the reasonable costs incurred in such undertaking, provided that such cost does not exceed the value of the rental payments to Lessor due under this Lease for any one year period.

Notwithstanding any other provision of this Lease, this right to undertake to cure Lessor's default shall not extend beyond the Leased Premises and shall not be exercised in any way that causes disruption or interference with the overall operation of the Airport.

END OF ARTICLE 17.

ARTICLE 18. DEFAULT BY LESSEE

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

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

B. The abandonment or vacation of the Leased Premises by Lessee while in breach or default of any provision of this Lease or that lasts for 14 days or more.

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

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

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

- (1) subject to available legal and factual defenses,
 - a decree or order of a court of competent jurisdiction compelling specific performance by Lessee of its obligations under the Lease;
 - a decree or order by a court of competent jurisdiction restraining or enjoining the breach by Lessee of any of its obligations under the Lease;and

- (2) to the extent allowed by law, the right to undertake to cure Lessee's default, in which event Lessee shall pay Lessor the reasonable costs incurred in such undertaking, provided that such cost does not exceed the value of the rental payments to Lessor due under this Lease for the year in which such default occurs. Except for emergency conditions, Lessor shall provide Lessee with two (2) business days prior written notice of its intent to exercise the right to

undertake to cure Lessee's default. In the event Lessee commences to cure such default within this two (2) day period and diligently prosecutes the same to completion, Lessor shall refrain from exercising the right to undertake its own cure of Lessee's default.

In the event that Lessor shall elect to so terminate this Lease, then Lessor may recover from Lessee:

- (i) any unpaid rent up to the effective date of termination; plus
- (ii) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including the discounted value of the rental payments to Lessor under the full term of this Lease not otherwise offset by rentals realized from a subsequent Lease with a third party, including a Lessee provided by Lessee and reasonably acceptable to Lessor; plus
- (iii) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable New Hampshire law.

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

18.4. In the event of the vacation or abandonment of the Leased Premises by Lessee for seven (7) days or in the event that Lessor shall elect to reenter as provided in Section 18.3 or shall take possession of the Leased Premises pursuant to any provision of New Hampshire law or pursuant to any notice provided by law, then if Lessor does not elect to terminate this Lease as provided in Section 18.2, Lessor may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Leased Premises or any part thereof for such terms and conditions as Lessor in its sole discretion may deem advisable, including the right to make alterations and repairs to the Leased Premises. In the event that Lessor shall elect to relet, then rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Leased Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall

be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of rent be less than that required to be paid during that month by Lessee under this Lease, then Lessee shall pay such deficiency to Lessor immediately upon demand by Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

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

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

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

END OF ARTICLE 18.

ARTICLE 19. PROHIBITION AGAINST TRANSFERS - BANKRUPTCY

19.1. Lessee shall not have the right to delegate any of its responsibilities or obligations, to assign any of its rights, or to mortgage or otherwise transfer any of its rights or interests under this Lease or to mortgage any portion of the Leased Premises.

19.2. If a petition is filed by or against Lessee for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Lessee (including for purposes of this Section Lessee's successor in bankruptcy, whether a trustee or Lessee as debtor-in-possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made a bona fide offer to accept an assignment of this Lease, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the Lease, shall be given to Lessor by Lessee no later than twenty (20) days (or such other period of time as the court may allow) after Lessee has made or received such offer, but in no event later than thirty (30) days (or such other period of time as the court may allow) prior to the date on which Lessee applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Lessor may request from the assignee a guarantee similar to that requested of Lessee under Article 27. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of Lessee's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Lessor's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Lessee's obligations under this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

END OF ARTICLE 19.

ARTICLE 20. [RESERVED]

END OF ARTICLE 20.

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ARTICLE 21. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS

21.1. Lessor, on or before twenty (20) days following receipt of a written request from Lessee, and Lessee, on or before twenty (20) days following receipt of a written request from Lessor, shall deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the date to which the rent and any other deposits or charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate (based on reasonable investigation), the party requesting such statement is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the executing party may have knowledge.

21.2. Lessee, on or before twenty (20) days following receipt of a written request from Lessor, shall deliver to Lessor its annual audited financial statements of Lessee and any parent, subsidiary, or affiliated entities as requested by Lessor

END OF ARTICLE 21.

ARTICLE 22. INVALIDITY OF PARTICULAR PROVISIONS

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

END OF ARTICLE 22.

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ARTICLE 23. NOTICES

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

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

 Attention: Executive Director

If to Lessee: Vibe Motors, LLC
 133 Fox Point Rd
 Newington, NH 03801

 Attention: Michael Brigham

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

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

END OF ARTICLE 23.

ARTICLE 24. QUIET ENJOYMENT

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

END OF ARTICLE 24.

ARTICLE 25. ENVIRONMENTAL PROTECTION

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

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

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

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

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

25.4. Notwithstanding any other provision of this Lease, Lessee and its sublessees and assignees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of Hazardous Substances on any portion of the Airport, including the Leased Premises. The Lessee and its sublessees and assignees have no obligation to undertake the defense, remediation and cleanup, including the liability and responsibility for the costs of damages, penalties, legal and investigative services solely arising out of any claim or action in existence now, or which may be brought in the future by any person, including governmental units against the Air Force, because of any use of, or release from, any portion of the Airport (including the Leased Premises) of any Hazardous Substances prior to the Occupancy

Date. Furthermore, the parties recognize and acknowledge the obligation of the Air Force to indemnify the Lessor and Lessee to the extent required by the provisions of Public Law No. 101-511, Section 8056.

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

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

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

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

25.7. Notwithstanding any other provision of this Lease, Lessor is not responsible for any removal or containment of asbestos. If Lessee and any sublessee or assignee intend to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal

plan must be incorporated in the plans and specifications. The asbestos disposal plan shall identify the proposed disposal site for the asbestos. In addition, non-friable asbestos which becomes friable through or as a consequence of the activities of Lessee will be abated by Lessee at its sole cost and expense.

25.8. Lessor and Lessee acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Lessee acknowledges that Lessor has provided it with a copy of the Pease Federal Facility Agreement (“FFA”) entered into by EPA, and the Air Force on April 24, 1991, and Modification No. I thereto, effective March 18, 1993, 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 this Lease, the terms of the FFA will take precedence. The Lessee further agrees that the Lessor assumes no liability to the Lessee or any Lessee or assignee of Lessee should implementation of the FFA interfere with their use of the Leased Premises. The Lessee and its sublessee(s) and assignee(s) shall have no claim on account of any such interference against the Lessor or any officer, agent, employee or contractor thereof, other than for abatement of rent.

25.9. The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any sublessee or assignee, to enter upon the Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with the FFA:

- (1) to conduct investigations and surveys, including, where necessary, drilling, testpitting, borings and other activities related to the Pease Installation Restoration Program (“IRP”) or the FFA;
- (2) to inspect field activities of the Air Force and its contractors and subcontractors in implementing the IRP or the FFA;
- (3) to conduct any test or survey required by the EPA or NHDES relating to the implementation of the FFA or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;
- (4) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP or the FFA, including, but not limited to monitoring wells, pumping wells and treatment facilities.

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

25.11. Lessee further agrees that in the event of any authorized Lease or assignment of the Leased Premises, it shall provide to the Air Force, EPA and NHDES by certified mail a copy of the agreement of Lease or assignment of the Leased Premises within fourteen (14) days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from any Lease or assignment submitted to the above mentioned entities.

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

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

25.14. Lessee, and any sublessee or assignee of Lessee whose operations utilize Hazardous Substances, shall have a completed and approved plan for responding to Hazardous Substances spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of, but not inconsistent with, any plan or other standard of Lessor applicable to the Airport and except for initial fire response and/or spill containment, shall not rely on use of the Airport or Lessor personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of the Lessee, or because the Lessee was not, in the opinion of Lessor, conducting timely cleanup actions, the Lessee agrees to reimburse the Lessor for its costs.

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

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

permits or waivers under Section 404 of the Clean Water Act and the New Hampshire Fill and Dredge in Wetlands Act.

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

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

25.19. The Lessee, its sublessees and assignees must notify the Lessor and the Site Manager of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Lessee's, its sublessees and assignees intent to possess, use, or store radium; and of Lessee's, its sublessees and assignees intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the Airport. Upon notification, the Lessor and the Site Manager may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and human environment. Thereafter, the Lessee must notify the Lessor and the Site Manager of the presence of all licensed or licensable source or other byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Lessee, its sublessees and assignees need not make either of the above notifications to the Lessor and the Site Manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Leased Premises.

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

END OF ARTICLE 25.

ARTICLE 26. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

26.13. Any actions or proceedings with respect to any matters arising under or growing out of this Lease shall be instituted and prosecuted only in courts located in the State of New Hampshire. Notwithstanding any other provision of this Lease, no provision of this Lease shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this Lease, other than the provisions of Article 25 in which Lessor agrees to indemnify Lessee, shall be deemed to constitute or effect a waiver of the sovereign immunity of Lessor 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 Lessor is reserved to Lessor to the fullest extent allowed under law with the sole exception of Lessor's indemnification obligations to Lessee under Article 25, provided, however, that Lessor agrees to waive immunity for contractual claims under this Lease to the extent permitted by New Hampshire RSA Ch. 491:8, as the same may be amended.

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

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

26.16. Lessee agrees to conform to such additional provisions required, from time to time, by the FAA ("FAA Requirements") or its successor with respect to the operation of the Airport, or a portion thereof. The current FAA Requirements are attached hereto as **Exhibit "F"** and incorporated herein by reference.

26.17. This Lease is subject and subordinate to any agreements heretofore or hereafter made between Lessor and the United States or the Air Force, the execution of which is required to enable or permit transfer of rights or property to Lessor for airport purposes or expenditure of federal grant funds for airport improvement, maintenance or development, including, without limitation, the Application and Acceptance, Master Lease and FFA. Lessee shall abide by requirements of any agreement between Lessor and the United States or the Air Force applicable to the Leased Premises or Lessee's activities at the Airport and shall consent to amendments and modifications of this Lease if required by such agreements or as a condition of Lessor's entry into such agreements.

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

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

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased nor shall the Lessee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, Lessees, subtenants, or vendees in the Leased Premises herein leased.

26.20. All obligations of Lessee to indemnify, defend and hold harmless Lessor and to make any monetary payment to Lessor, shall survive the termination or expiration of this Lease.

END OF ARTICLE 26.

EXECUTION

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease effective as of
the _____ day of _____, 2022

PEASE DEVELOPMENT AUTHORITY

By: _____
Paul Brean, Executive Director

Vibe Motors, LLC

By: _____
Print Name: _____
Print Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2022, before me, _____, a Notary Public in and for said County and State, personally appeared **Paul E. Brean**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the **Executive Director of the Pease Development Authority** and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public
Printed Name: _____
My commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2022, before me, _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of **Vibe Motors, LLC**, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public
Printed Name: _____
My commission expires: _____

EXHIBIT A

FEDERAL FACILITIES AGREEMENT

On record at the Rockingham County Registry of Deeds

October 15, 2003, Quitclaim Deed @ Book 4227, Page 0001
(See Exhibit F to Quitclaim Deed dated October 15, 2003)

EXHIBIT "B"

PLANS DESIGNATING THE LEASED PREMISES

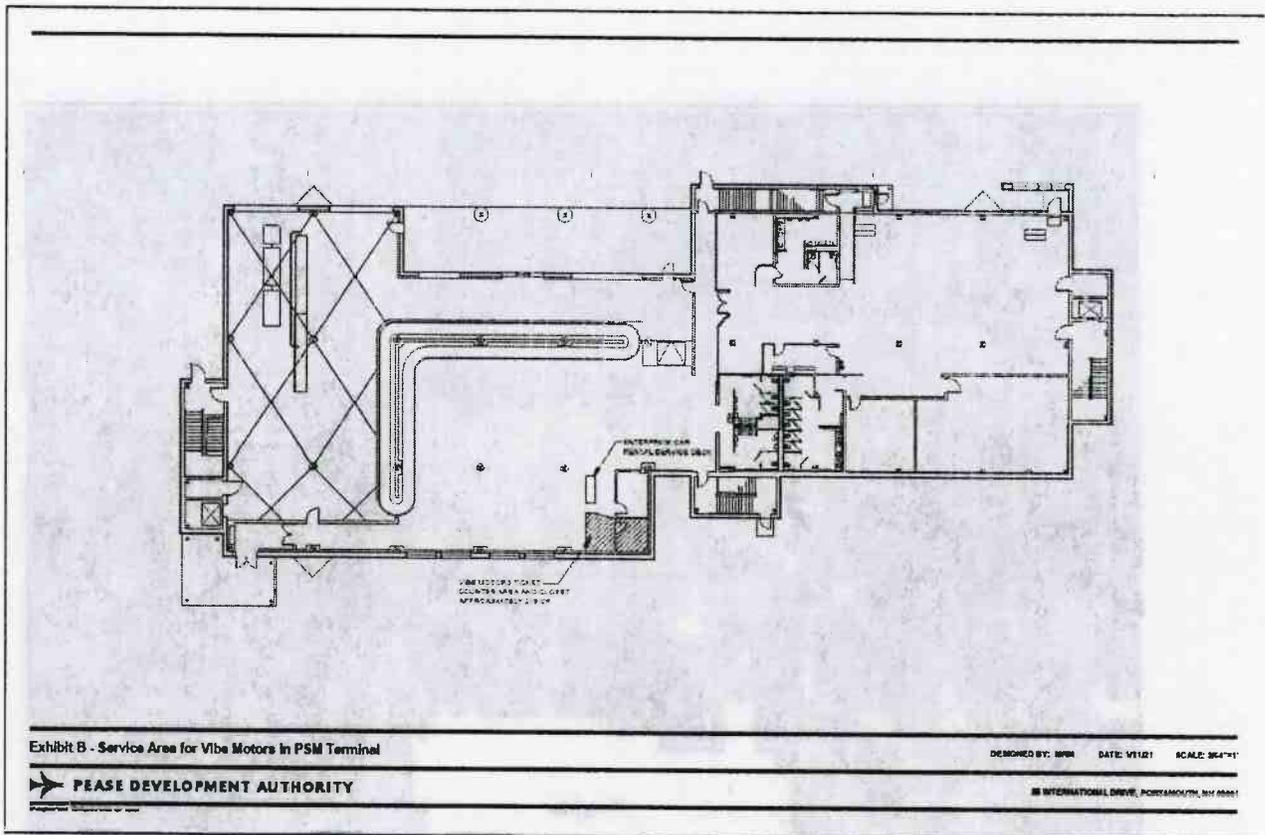


EXHIBIT "B-1"
PARKING AREAS

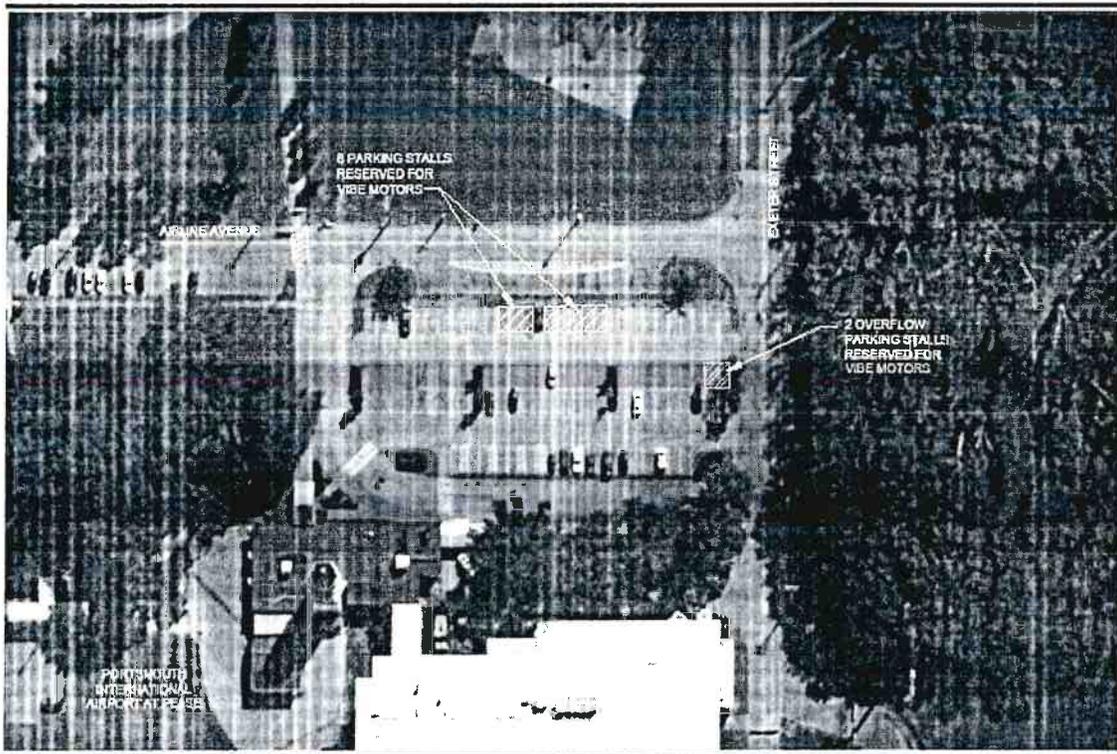


Exhibit Depicting Reserved Parking for Vibe Motors at PSM

DESIGNED BY: MRM DATE: 1/4/22 SCALE: 1"=80'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT "C"

EXAMPLE OF A 10% CONCESSION RECOVERY FEE (CRF)

(Concession Fee included in Gross Revenues)

The Concession Recovery Fee is outlined below:

The Lessee owes the Lessor 10% of its revenue. However, Lessee collects that amount from its customers by way of the Concession Recovery Fee of 11.11%. Lessee uses 11.11% because once it pays the Lessor 10% of that collected amount, Lessee is left with only the original amount charged the customer. The Lessor receives the additional 1.11%, which is the 10% of the Concession Recovery Fee. This is the standard Concession Recovery Fee handled in this market at other major airports.

Example of a 10% Concession Recover Fee (CRF), with the Concession Fee being included in Gross Revenues:

On a \$100 rental the Lessee owes the Lessor 10%, which is \$10 for the concession fee. Lessee collects that \$10 from the customer. Since Lessor would like that \$10 included in Gross Revenue, Lessee owes the Lessor 10% of that (or \$1), so Lessee collects an additional \$1 from the customer. Lessee repeats this again until Lessee eventually gets to the 11.11% that Lessee collects from the customer (based on a 10% Concession Fee and the CRF included the definition of Gross Revenues). So, on a \$100 rental, Lessee collects an additional \$11.10 from the customer for a total of \$111.10. When Lessee makes payment to Lessor 10% of that amount (\$11.11) Lessee is left with the original \$100 rental fee.

EXHIBIT "D"

LIST OF ENVIRONMENTAL LAWS AND REGULATIONS

- Air Quality:
- (a) Clean Air Act & Amendments, 42 U.S.C. 7401 et seq.
 - (b) 40 CFR Subchapter C
 - (c) RSA ch. 125-C, Air Pollution Control, and rules adopted thereunder
 - (d) RSA ch. 125-I, Air Toxic Control Act, and rules adopted thereunder
- Hazardous Materials:
- (a) Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., and Department of Transportation Regulations thereunder
 - (b) Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001 et seq.
 - (c) 49 CFR Subchapter A
 - (d) RSA ch. 277-A, Toxic Substances in the Workplace, and rules adopted thereunder
- Hazardous Waste:
- (a) Resource Conservation and Recovery Act (RCRA) of 1976 and RCRA Amendments of 1984, 42 U.S.C. 6901 et seq.
 - (b) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. 9601 et seq.
 - (c) 40 CFR Parts 260-271, 300, 302
 - (d) RSA ch. 147-A, Hazardous Waste Management and rules adopted thereunder
- Water Quality:
- (a) Federal Water Pollution Control Act (Clean Water Act) and Amendments, 33 U.S.C. 1251 et seq.
 - (b) Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.
 - (c) 40 CFR Subchapters D and N
 - (d) RSA ch. 146-A, Oil Spillage in Public Waters, and rules adopted thereunder
 - (e) RSA ch. 485, New Hampshire Safe Drinking Water Act, and rules adopted thereunder
 - (f) RSA ch. 485-A, Pollution and Waste Disposal, and rules adopted thereunder

EXHIBIT "E"

CERTIFICATE OF GOOD STANDING

BY THE FEDERAL AVALANCHATION AUTHORITY FOR

1. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1971 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

2. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1972 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

3. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1973 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

4. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1974 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

5. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1975 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

6. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1976 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

7. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1977 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

8. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1978 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

9. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1979 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

10. The Authority has reviewed the financial statements and reports of the Authority for the year ending 1980 and is satisfied that the same are true and correct in all material respects and that the same are in accordance with the provisions of the Federal Avalanche Act, 1960, and the regulations thereunder.

EXHIBIT "F"

SUMMARY OF LEASE PROVISIONS REQUIRED
BY THE FEDERAL AVIATION ADMINISTRATION

1. Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. (Ref Deed Paragraph VII.B.16)
2. Lessee, for himself, his personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. (Ref Deed Paragraphs VII.B.16 and VII.G)
3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease, had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.
4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of this Lease and in the event of such noncompliance Lessor shall have the right to terminate this Lease, and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both of Lessor or the United States shall have the right to judicially enforce provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises.

7. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurance to the Lessor, that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. Lessor reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Airport including, but not limited to, Federal Airport Improvement Project Grant Assurances as the same are deemed by the FAA to be applicable to this Lease agreement.

11. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) in the event future construction of building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on Leased Premises.

13. Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it shall not erect nor permit the erection or alteration of any structure or object nor permit the growth of any tree on the land Leased hereunder above the mean sea level elevation of

[INSERT] feet. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee. (Ref Deed Paragraph VII.B.4)

14. Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of the Federal Aviation Act of 1958 (49 U.S.C. 40103(E)), by an person or persons to the exclusion of others in the same class (Ref Deed, Paragraphs VII.B.2 and VII.B.3).

16. This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency. (Ref Deed, Paragraph VII.B.7)

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Aerobatic Club for the purpose of holding periodic airplane aerobatic practices at Skyhaven Airport from December 31, 2021 through December 31, 2022; all in accordance with the Memorandum from Andrew Pomeroy, Airport Operations Manager, dated March 9, 2022 attached hereto.

Memorandum

To: Paul E. Brean, Executive Director 

From: Andrew Pomeroy, C.M. Manager, Aviation Planning and Regulatory 
Compliance

Date: 3/9/2022

Subj: New England Aerobatic Club "ROE" Skyhaven Airport

The New England Aerobatic Club, Chapter 35- International Aerobatic Club ("IAC") is requesting a "Right of Entry" for use of Skyhaven Airport, Rochester NH for the purpose of conducting, at its sole risk, aerobatic practice sessions. Similar to years past the New England Aerobatic Club would like to conduct aerobatic practice sessions within the aerobatic practice box area approved by the Federal Aviation Administration. This "Right of Entry" shall be valid from December 31, 2021, between the hours of 8:00 a.m. through 6:00 p.m. and shall terminate at 6:00 p.m. on December 31, 2022.

Aerobatic practice sessions will be conducted primarily on Saturdays and occasionally Sundays (after noon). All dates and times of practice sessions will be pre-arranged and pre-approved by Pease Airport Management, and Pease Airport Management will require proof of insurance for each aerobatic practice session. Attached is a copy of the written request from Farrell Woods, Vice-President, NEAC IAC Chapter 35.

I request that you seek Board of Directors approval at the March 17, 2022 meeting, to approve "Right of Entry" for the use of Skyhaven Airport for the New England Aerobatic Club IAC Chapter 35 to conduct aerobatic practices.

Please do not hesitate to contact me with any questions.

MEMORANDUM

TO: Pease Development Authority Board of Directors *lab*
FROM: Paul E. Brean, Executive Director
RE: Lease Reports
DATE: March 8, 2022

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

- A. Tenant: Equitable Financial Life Insurance Co.
Space: 3,361 square feet at 100 International Drive (Suite #340)
Use: Office and related use
Term: Three (3) Years anticipated Commencement Date of 2/1/2022

- B. Tenant: Pirouette Medical Inc.
Space: 1,600 square feet at 200 International Drive (Suite #170)
Use: Office and related use
Term: One (1) Year anticipated Commencement Date of 2/1/2022

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 these instances, Director Lamson was consulted and granted her consent.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: March 3, 2022
Re: Sublease between 100 International, LLC and Equitable Financial Life Insurance Company

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: Equitable Financial Life Insurance Company
Space: 3,361 square feet at 100 International Drive, Suite #340
Use: Office and Related Use
Term: Three (3) Years commencing on substantial completion of Sublessee Improvements

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 3,361 square feet within the Leased Premises at 100 International Drive (Suite #340), Equitable Financial Life Insurance Company ("Sublessee"), existing under the laws of the State of New Hampshire.

D. The proposed sublease to Sublessee is for office use and related uses. The term is three years (3) years commencing on or about February 1, 2022 with two (2) additional terms of five (5) years as Options to the lease between the Lessee and the Sublessee.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Sublessee for approximately 3,361 square feet within the Leased Premises.

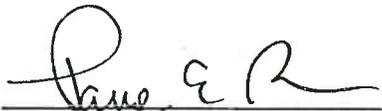
2. Upon execution of the sublease with Sublessee, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for Sublessee.

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 14 day of February, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

100 INTERNATIONAL, LLC

2-16-22
Date

By: 
Its: Co-Money

EXHIBIT A

SUBLEASED PREMISES

THIS AGREEMENT

IS MADE

BETWEEN

AS

LESSOR

AND

AS

AS

LESSEE

FOR THE PURPOSES

OF

THE SUBLEASED PREMISES

DAVID A. G. [Signature]

X

SUBLEASE

BETWEEN

100 INTERNATIONAL, LLC

AS
"SUBLESSOR"

AND

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY

AS
"SUBLESSEE"

100 INTERNATIONAL DRIVE

SUITE #340

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF December 14, 2021

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: March 3, 2022
Re: Sublease between 200 International Limited Partnership and Pirouette Medical, 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 200 International Drive between 200 International Limited Partnership ("TIG") for the following tenants:

- A. Tenant: Pirouette Medical, Inc.
Space: 1,600 square feet (Suite #170)
Use: General Office Use and Related Uses
Term: For a term of one (1) year

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 TIG's continued primary liability for payment of rent and other obligations pursuant to the PDA/TIG 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 200 International Limited Partnership ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 200 International Drive at Pease International Tradeport on April 5, 2001, as amended (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 1,600 square feet of the Leased Premises at **200 International Drive (Suite #170)** to **Pirouette Medical Inc.** ("Sublessee"), a New Hampshire limited liability company authorized to do business in New Hampshire.

D. The proposed sublease to **Sublessee** is for general office use consistent with the applicable zoning, and for no other uses without Sublessor's and PDA's prior written consent.

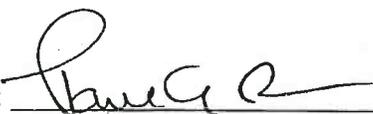
TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **Sublessee** for approximately 1,600 square feet within the Leased Premises.
2. Upon execution of the sublease with **Sublessee**, 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 **Sublessee**
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 14 day of February, 2022 by the Pease Development Authority, and conditioned upon the acceptance by the Lessee as noted by the signature below.

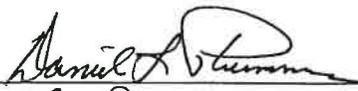
PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED BY:

200 INTERNATIONAL LIMITED PARTNERSHIP

2-10-22
Date

By: 
Its: Co-Manager

SUBLEASE
BETWEEN
200 INTERNATIONAL, LIMITED PARTNERSHIP

AS
"SUBLESSOR"

AND

PIROUETTE MEDICAL INC.

AS
"SUBLESSEE"

200 INTERNATIONAL DRIVE

SUITE #170

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ~~JANUARY 31~~ ^{February 3}, 2022

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *P.E.B.*
RE: Contract Reports
DATE: March 10, 2022

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

1. Project Name: Commercial Seating Products Inc.
Board Authority: Director Ferrini
PDA Obligation: \$7,468.10
Summary: 180 Amigo Inter Stackable Resin Folding Chairs with Padded seat for use at the Pease Golf Course
2. Project Name: Finch Turf, Inc.
Board Authority: Director Ferrini
PDA Obligation: \$7,325.00
Summary: Lely 550 lb Hopper Fertilizer Spreader for use at the Pease Golf Course

In accordance with the Delegation to Executive Director regarding Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs:

1. Project Name: Stratham Tire
Board Authority: Director Ferrini
PDA Obligation: \$20,620.80
Summary: 2008 Volvo Front End Loader Tire Replacement to support Airport Snow Removal and Pavement repair

MEMORANDUM

To: Paul Brean, Executive Director *PB*

From: Scott DeVito, PGA General Manager *SD*

Date: February 24, 2022

Subject: Request to purchase 180 folding function chairs

This is a request to purchase 180 Amigo Inter Stackable Resin Folding Chairs with Padded seat, storage dollies, and covers from Commercial Seating Products Inc., 89 Leuning Street Unit D-1, South Hackensack, NJ 07606. The Golf Course's current stock of light steel frame chairs, with plastic vinyl seats, were purchased used in 2018 and are in need of replacement. The proposed new seating is a hard plastic resin design, is easily cleaned (stains can be sanded away if needed) and utilize replaceable heavy weight stainless steel pins to extend to the life of the product. Delivery is quoted as being 6 weeks from the receipt of purchase order, and funds have been reserved in the FY2022 golf course capital plan. The purchase is under \$10,000 so three (3) separate quotes have been used to determine lowest pricing.

- Commercial Seating Products Inc. – \$7,468.10
- Celina Tent – \$7,879.40 delivered
- WB Mason - \$7,960.40 delivered

Thank you for your consideration.



Commercial Seating Products, Inc.

www.cspevents.com
 89 Leuning Street Unit D-1
 South Hackensack, NJ 07606
 Tel: 201-440-8700 Fax: 201-440-4088

Proposal	
Date	NO.
2/8/2022	34486

"MAKING EQUIPMENT RIGHT"

Attn: _____

Email: _____

From: _____

Signature/Date: _____

Please sign to confirm your order and return by email

Bill To		Ship To			
Pease Golf Course Scott DeVito 200 Grafton Road Portsmouth, NH 03801		Pease Golf Course Scott DeVito 200 Grafton Road Portsmouth, NH 03801			
P.O No.	Terms	Ordered By	Rep	Target Ship Date	Handled by
	Prepaid		NR	4/4/2022	Nanette
Item	Description	Qty	Unit Price	Amount	
R-101-WH-A	"Amigo" Inter Stackable Resin Folding Chair with Padded seat - White	180	34.95	6,291.00	
Dolly-300	Tri-Function Heavy Duty Dolly	4	119.95	479.80	
FB-200	Folding Chair Water Proof Bag-Military grade polyester / Rubber coating / 3 buckles with velcro door (30 chairs on dolly)	4	49.95	199.80	
SH-1	Shipping & Handling (This quote is good for 7 days)	1	497.50	497.50	

**** Please Check Method Of Payment**
 -Wire Transfer- ACH/ ZELLE/ Venmo
 -Credit Card - (3% fee) - Check / Bank Check

Total \$7,468.10

****PLEASE NOTE** 25% Restocking Fee**

Proposals are ONLY good for 5 business days
 Signed Estimates will hold inventory for 15 days
 50% (Non-Refundable) Deposit will hold inventory for 30 days

MEMORANDUM

To: Paul Brean, Executive Director 

From: Scott DeVito, PGA General Manager 

Date: March 1, 2022

Subject: Request to purchase a Lely Fertilizer Spreader

This is a request to purchase a Lely 550 lb Hopper Fertilizer Spreader from Finch Turf, Inc., 154 Maple Street, Stoughton, MA 02072 in the amount of \$7,325.00. This piece of Golf Course equipment will replace a 2008 Lely that was refurbished in 2017, and is in need of an estimated \$4,000.00 of additional repair work to get it ready for the upcoming season. The fertilizer spreader is used throughout the growing season to apply fertilizer for the purpose of turf management. The unit is a tow behind accessory that connects to two of the golf course maintenance tractors. The tractor connection gives staff the ability to mechanically control rates and range of applications. Delivery date is quoted as 4 weeks from the receipt of a purchase order. The funds have been reserved in the FY2022 Golf Course capital plan. The purchase is under \$10,000 so three separate quotes have been obtained in order to determine lowest pricing.

- Finch Turf, Inc. – \$7,325 assembled and delivered
- MTE Equipment Solutions – \$7,450 assembled and delivered
- Turf Products Inc. - \$8,600 assembled and delivered

Thank you for your consideration.

Finch Turf, Inc. - Equipment Sales Order

Name: PEASE GOLF COURSE		Date: 2/22/2022	Deliv Date/Time/Method: /
Address 1: 200 GRAFTON DR		Phone No: / Cell No: /	Contact Name:
Address 2:		Email: ej.chea@peasedev.org	Order Type:
Address 3 / City: PORTSMOUTH	State: NH	Fax No:	Business Class GC
Zip Code: 03801	Finch Account Number / Tax ID: PEASE005 /	County: ROC	Salesman Ryan Lane
		Purchase Order Num:	Sales Order Num: 200299

Qty	Stk Code #/Bun #	Description	Serial #	Price	Ext Prc
1	WFR	11.5 cu. ft. (550 lbs.*) capacity, pull type, ground driven unit. Remote control feeding, removable hopper and side spreading adjustment. 18 x 9.5 x 8 turf style flotation tires		\$7,575.00	\$7,575.00
1		Discount			(\$250.00)
Item Total:					\$7,325.00

Trade Information					Pricing Summary	
Description	Year	Serial	Hrs	Trade Price		
					Subtotal	\$7,325.00
					Tax:	\$0.00
					Maint Plan:	\$0.00
					Setup:	\$0.00
					Freight:	\$0.00
					Delivery:	\$0.00
					Fees:	\$0.00
					Total:	\$7,325.00
					Less Cash:	\$0.00
					Less Trade:	\$0.00
					Total:	\$7,325.00
					Payoff:	\$0.00
					Net Balance:	\$7,325.00
Customer declines maint. plan: <input type="checkbox"/>						

Payment Information

**** QUOTE ** ** QUOTE ** ** QUOTE ** ** QUOTE ****

There will be a 25% restocking fee on all equipment returns.

X	X	X
Customer Signature - Date	Ryan Lane	Sales Manager

200299

Finch Turf, Inc
154 Maple Street
Stoughton, MA 02072
Phone: 800-560-3373

**Stratham Tire, LLC - 1160
2909 Lafayette Rd
PORTSMOUTH, NH 03801
(603)436-4081**

PAGE 1

Customer ID: 1160061385
Name: PEASE DEVELOPMENT AUTHORITY
Address: 55 INTERNATIONAL DRIVE
Address 2:
City,State,Zip Code: PORTSMOUTH, NH, 03801
Home Phone: (603) 234-5307
Work Phone: (603) 433-6088
Mobile Phone: () -
Tax Exempt #:

Year:
Make: VOLVO
Model: L220
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 02/10/22 11:29:06
Date/Time: 02/10/22 11:39:02
Workorder #: 16151163
Invoice #:
Email Address: casey
PO Number:
Fleet/Wholesale: Y

Salesperson: P. HOUSE
Service comments:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
OTHER PARTS/SERVICES							
4	82493			MICH XHA2 **2 STAR MICH U 29525	5,155.20	0.00	20,620.80
TOTAL OTHER PARTS/SERVICES:					20,620.80		

*** Customer Wishes To Discard Old Parts _____ ***

Invoice Comments:

Credit limit warning: Customer Approaching Credit Limit.

I hereby authorize the work described on this form to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle described herein on streets, highways and elsewhere for the purpose of testing and/or inspection. Old parts will not be returned unless I specify specifically. *** WORKORDER ONLY, NOT AN INVOICE ***

TECH:

SUB TOTAL 20,620.80
NH TAX 0.00
GRAND TOTAL 20,620.80

THIS IS A WORKORDER, NOT AN INVOICE! DO NOT MAKE ANY PAYMENTS FROM THIS PAPERWORK!

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International, Inc. ("Honeywell") of Manchester, NH and to expend an amount not to exceed \$17,180.00 for an annual preventative maintenance service agreement for the access control, video and audio systems at the airport terminal building; all in accordance with the memorandum of Ed Pottberg, Airport Security Administrator, dated February 22, 2022 and attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Honeywell is the provider of the airport's primary access control, video and audio systems, which is a proprietary closed system.

Note: 5 Affirmative Votes Required
Roll Call Vote

N:\RESOLVES\Honeywell Service Agr 3-17-2022

Memo

To: Chasen Congreves, Manager of Airport Administrator

C.C.: Paul Brean, Executive Director

From: Ed Pottberg, Airport Security Administrator, C.M., ACE 

Date: 2/22/2022

Re: Honeywell Service Agreement

I am requesting authority for the Pease Development Authority (“PDA”) to enter into an annual preventative maintenance service agreement with Honeywell International Inc., (“Honeywell”) for the Portsmouth International Airport at Pease (the “Airport”). Honeywell maintains the Airport’s access control system, as well as its video and audio systems. This service agreement will enable the PDA to keep the Airport up to date with the latest security and software patches, keep all the systems in sync, inspect the systems for potential issues, and perform monthly system backups. The cost of this annual agreement will be \$17,180.00. This agreement will also provide a four-hour emergency response service to any issues that might arise outside of normal work hours. The emergency hourly rate would be \$294 outside normal working hours and \$392 during federal/public holidays. The current airport security operating budget has provision to cover Honeywell maintenance costs.

The Honeywell access control, video, and audio systems in place are critical to the physical security of the terminal building and Airport. These systems keep the PDA in regulatory compliance with the Transportation Security Administration (“TSA”) and provide the investigatory tools for the PDA, TSA, and law enforcement agencies to review safety and security incidents.

Honeywell Building Technologies – Services

SERVICE AGREEMENT

Date: January 27, 2022

Proposal Number: PDA-12022021

(HONEYWELL)
Honeywell Building Technologies -- Services
 915 Holt Avenue
 Manchester, NH 03109

(CUSTOMER)
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Service Location Name: Portsmouth International Airport at Pease
Service Location Address: Portsmouth, New Hampshire

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies – Services business unit (sometimes referred to as “HBT”, “Honeywell” or “Honeywell Building Technologies”), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. “Agreement” means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

<p>Agreement Coverage Level:</p> <p><input type="checkbox"/> Corrective Maintenance</p> <p><input checked="" type="checkbox"/> Preventative Maintenance</p> <p><input type="checkbox"/> Comprehensive Maintenance</p> <p>Delivery Model:</p> <p><input type="checkbox"/> Forge Digitized Maintenance</p>	<p>Solution Type:</p> <p><input type="checkbox"/> HVAC Mechanical</p> <p><input type="checkbox"/> Fire/Smoke Alarm</p> <p><input checked="" type="checkbox"/> Security</p> <p><input type="checkbox"/> Energy Management</p>
--	---

<p>Digital Solutions:</p> <p><input type="checkbox"/> Forge Energy Optimization</p> <p><input type="checkbox"/> Forge Healthy Buildings Dashboard</p> <p><input type="checkbox"/> Honeywell Software Assurance (HSA+)</p> <p><input type="checkbox"/> Vector</p> <p><input type="checkbox"/> ICT/Networks Maintenance</p>	<p>Cybersecurity:</p> <p><input type="checkbox"/> Cybersecurity Assessments</p> <p><input type="checkbox"/> Cybersecurity Configuration and Design</p> <p><input type="checkbox"/> Cybersecurity Monitoring and Remote Management</p> <p><input type="checkbox"/> Cybersecurity Appliances and Software</p> <p><input type="checkbox"/> Incident Readiness and Advisory</p>
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Price Schedule

Customer will pay Honeywell the following prices (collectively, the “Price”) for the Services contemplated by this Agreement, which prices Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each anniversary of the Effective Date by written notice to Customer.

Contract Term: One (1) year from the Effective Date. Customer _____ Honeywell _____
 (INITIALS)

Contract Effective Date: TBD

Scope	Mobilization Price	Annual Price
Core Service Contract Price	NA	\$17,180.00 plus TAXES
		Seventeen Thousand One Hundred Eighty US Dollars plus taxes as applicable.

Scope	Mobilization Price	Annual Price
Payment Terms	Quarterly in advance	

Customer shall pay the following rates for work associated with Service Cases (as defined in the Honeywell Forge Digitized Maintenance Work Scope Document) (if applicable) and other services for which Honeywell is entitled to additional fees (except to the extent the Agreement expressly states that such work is already included in the Price), which rates Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each annual anniversary of the Effective Date by written notice to Customer:

Item	Rate	Unit
Investigation or Other Work During Normal Working Hours	Automation: \$196.00 plus taxes as applicable Mechanical: \$142.00 plus taxes as applicable	Per hour or part thereof
Investigation or Other Work Outside Normal Working Hours	Automation: \$294.00 plus taxes as applicable Mechanical: \$213.00 plus taxes as applicable	Per hour or part thereof
Investigation or Other Work during Federal/Public Holidays	Automation: \$392.00 plus taxes as applicable Mechanical: \$284.00 plus taxes as applicable	Per hour or part thereof

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBT: (signature) _____

Name: John V. Nanof
 Title: Field Service Supervisor
 Date: January 27, 2022

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an agreement in accordance with Article 13 below and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by:
HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies – Services business unit

[Pease Development Authority]

Signature: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

MOTION

Director Fournier:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with aboutGOLF in a total amount not to exceed \$18,000.00 for the renewal / purchase of a three (3) year software subscription for the three (3) Pease Golf Course simulators for use at the Pease Golf Course; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated March 7, 2022, 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 fact that the aboutGOLF hardware at Pease Golf Course is a proprietary system requiring the use of aboutGolf software.

**NOTE: This motion requires 5 affirmative votes.
Roll Call Vote.**

MEMORANDUM

To: Paul Brean, Executive Director *PB*

From: Scott DeVito, PGA General Manager *SD*

Date: March 7, 2022

Subject: Request to waive the RFP to renew 3-year aboutGolf Simulator Subscription

This is a request to waive the RFP process and renew a 3-Year Subscription with aboutGolf Simulators, 352 Tomahawk Drive, Maumee, Ohio 43537 in the amount of \$18,000.00 for the 3 years. The aboutGolf Simulators have been in operation since 2010. The most significant cost for any golf simulator product is the initial purchase and installation. We are asking to waive the RFP so the golf course can continue to provide the aboutGolf product installed in 2010, without having to reinvest in refitting the room to accommodate new equipment from a different provider.

The renewed subscription would allow Pease Golf Course to continue to offer the full line of aboutGolf's courses, maintain the aG Entertainment games package, receive any new golf courses released during the new subscription period, and upgrade the program with several new games and driving range options. The new pricing is a \$1,350.00 increase over the prior 3-year subscription rate. To assist in offsetting this increase the course is recommending the following rate changes as of October 1, 2022.

The golf course averages over 4,000 hours of use between the three golf course simulators each year. Since opening the new clubhouse in 2010 several other seacoast businesses have started to offer golf simulators. See attached Competitive Comparison and Proposed Rates Increase

Thank you for your consideration.

Sales Quote

Quote No. 00002458
 Exp. Date 2022-06-30
 aG Representative Blake Padasak
 Deposit Terms 100
 Term Start 2022-09-27
 Term Months 36

Prepared for: Pease Development Authority
 Contact: Scott DeVito
 Contact Email: s.devito@peasedev.org
 Billing Email:

BILL TO

55 International Drive Portsmouth
 NH3801
 U.S.A

SHIP TO

NAME	PRICE	QTY	DISCOUNT	SUBTOTAL
aG Subscription - Business Select 3 Year The aG Business Select Subscription Level Plan 3 Year (ANNUAL FEE) - Select additional items	\$7,500.00	3	\$0.00	\$22,500.00
aG Entertainment Add-On Package (Can be added to Range or Golfer) aG Entertainment Add-On (- 1 Year Term (ANNUAL FEE) - Ball Striking Games (Razor's Edge, Bend-It, F.O.R.E, Conquest) - Challenge Games (Competitive on course golf games) - Classic Games (Closest to the pin, Long Drive, Custom Short Courses) - Arcade Games (3 Unique Minigolf Courses, Arcade Skæeball) - Bar Games (Traditional & Cricket Darts, Cornhole, Beer Pong)	\$950.00	3	\$0.00	\$2,850.00
Discount - Subscription & Software Products Discount for: - Subscription and Software Products	-\$7,350.00	1	\$0.00	-\$7,350.00
				\$18,000.00

Tax \$0.00
Total \$18,000.00

2022 Simulator Golf Rate Comparison

Simulator Hourly Rate	The Tour 2022	Brickhouse 2022	Locals Pub 2022	Rochester CC 2022	Atkinson CC 2022	Current Pease 2022	Proposed Pease Oct. 1 2022
Monday - Thursday							
Before 12:00 P.M.	\$ 40.00	\$ 50.00	\$ 45.00	\$ 30.00	\$ 40.00	\$ 22.00	\$ 25.00
After 12:00 P.M.	\$ 50.00	\$ 50.00	\$ 45.00	\$ 39.00	\$ 40.00	\$ 35.00	\$ 40.00
Executive Suite	\$ 165.00						
Friday, Saturday, Sunday							
Before 12:00 P.M.	\$ 40.00	\$ 50.00	\$ 50.00	\$ 45.00	\$ 60.00	\$ 40.00	\$ 45.00
After 12:00 P.M.	\$ 50.00	\$ 50.00	\$ 50.00	\$ 45.00	\$ 60.00	\$ 40.00	\$ 45.00
Executive Suite	\$ 165.00						

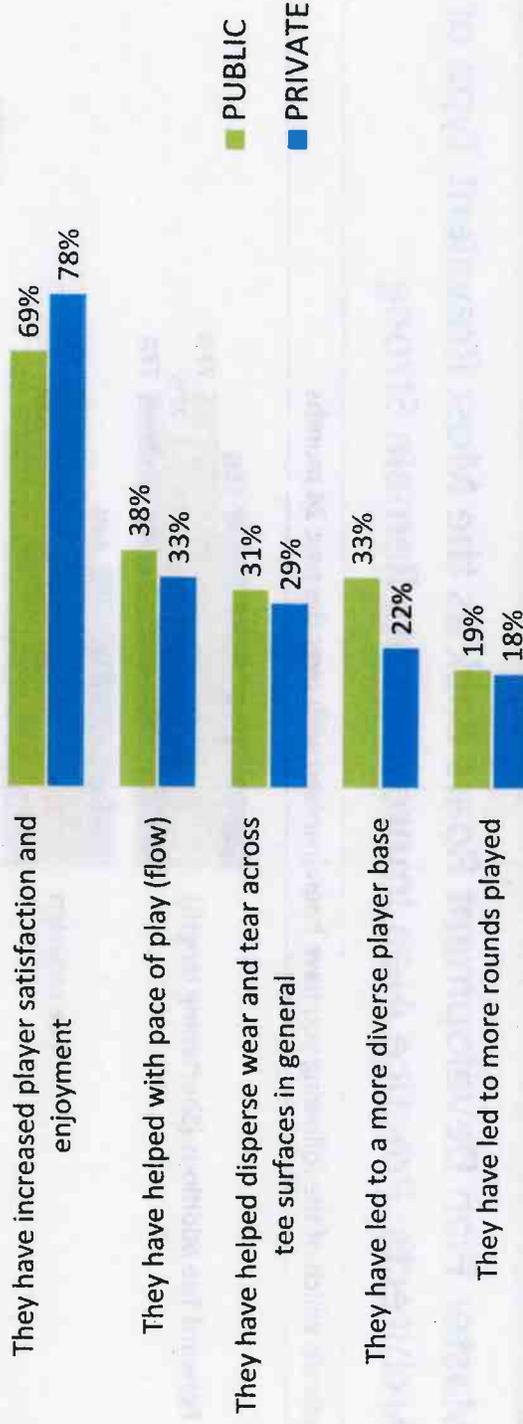


2022 ASGCA-SLRG

Golf Facility Market Trend Watch

Facility Operators Adding Forward Tees Have Seen Substantial Increases in Player Enjoyment

Q. If you have added more forward tees in recent years, which of the following statements describes your experience thus far?





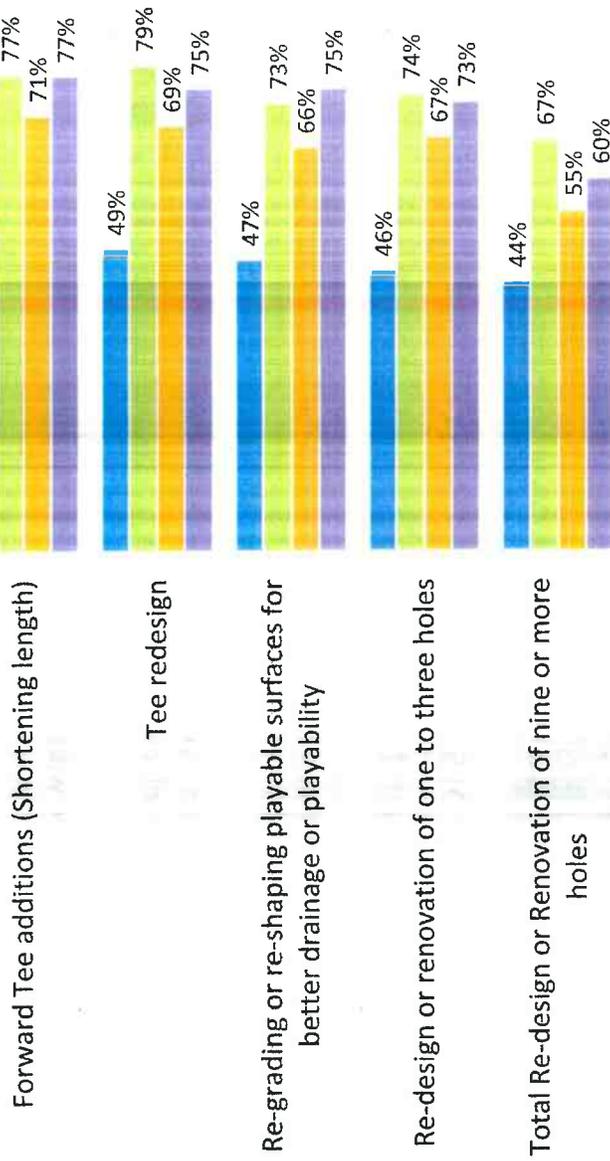
2022 ASGCA-SLRG

Golf Facility Market Trend Watch

Master Plan Development Roars Back as the Most Prevalent Type of Project for Architects; Practice Area Improvements Remain Strong

Q. Please indicate which of the following you have been involved with over the past 24 months

(continued)



(continued)

MOTION

Director Anderson:

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 ten (10) golf cars for May 1, 2022 through September 30, 2022, in an amount not to exceed \$18,750.00; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated March 7, 2022, attached hereto.



MEMORANDUM

To: Paul Brean, Executive Director 

From: Scott DeVito, PGA General Manager 

Date: March 7, 2022

Subject: Rental of additional golf cars

This is a request to allow the Pease Golf Course ("PCG") to rent an additional 10 golf cars for the 2022 golf season to accommodate the large increase in play over recent seasons. In 2021 PCG added 20 additional golf cars to fill requests from customers to ride as a single as a precaution to COVID-19. PCG staff does not anticipate a high demand of requests for single rider cars this season, but does anticipate continued high numbers of golfers requesting to use a riding car during their rounds of golf.

The current PCG fleet of 90 cars is showing it cannot keep up with the increased interest in golf, and the demand for tee times to play here at PGC. To address this need, the course will require 10 additional carts for the time we anticipate full operation of all 27 holes (Sunday May 1 through Friday, September 30.) As done last season, this proposal would be an addendum to the current 5 year lease with to rent from Five Star Golf Cars, 1165 Union Avenue, Laconia, NH 03246, for a total cost of \$18,750.00. PGC would continue to charge a \$10 surcharge for players requesting their own cart when playing 9 or 18 holes as instituted in 2021. The 2022 Pease Golf Course daily rental rates for a 9 hole round is \$15 per player and \$20 for an 18 hole round. The additional \$10 surcharge would only be for players requesting an individual cart.

Thank you for your consideration in this matter.

ADDENDUM NO. 2

LESSOR: Five Star Golf Cars & Utility Vehicles
LESSEE: Pease Development Authority - Pease Golf Course
EQUIPMENT: Ten (10) EZ-Go gas powered TXT Golf Cars
LEASE DATE: January 1, 2021 (effective)

This Addendum No. 2 shall be made effective May 1, 2022, by and between the above referenced Lessor and Lessee (the "Parties"):

WHEREAS, the parties have entered into a Golf Cars Lease and Service Agreement ("Agreement") effective January 1, 2021, concerning the provision of lithium battery powered golf cars by the Lessor to the Lessee; and

WHEREAS, the Lessee desires to add an additional ten (10) Tournament Gas Golf Cars for the 2022 golf season and the Lessor is willing to provide said additional golf cars to the Lessee; and

NOW THEREFORE, in consideration of the foregoing, the parties agree to this Addendum No. 2 to the Agreement as follows:

- a.) Article 1 – Leased Equipment. The Lessor shall provide the Lessee with ten (10) Tournament Gas Golf Cars.
- b.) Article 2 – Term. These ten (10) additional golf cars shall be provided by Lessor to Lessee from May 1, 2022 through September 30, 2022.
- c.) Article 3 – Delivery. Delivery and retrieval of the golf cars to/from the Pease Golf Course, Portsmouth, New Hampshire, shall be Lessor's responsibility and at its sole cost and expense.
- d.) Article 4 - Lease Payments. Lessee agrees to pay Lessor for these additional golf cars for the term set forth herein, in the amount of Eighteen Thousand Seven Hundred Fifty dollars (\$18,750.00) prior to the delivery of the golf cars by the Lessor to the Lessee.
- e.) This Addendum No. 2 shall be attached to, and incorporated into, the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect and continue to be binding upon the Parties.

**LESSEE:
PEASE DEVELOPMENT AUTHORITY**

Dated: _____

By: _____
Paul E. Brean
Its: Executive Director

**LESSOR:
FIVE STAR GOLF CARS & UTILITY
VEHICLES**

Dated: _____

By: _____
Print Name: _____
Title: _____

MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to amend its on-call contract with McFarland Johnson, Inc. in an amount not to exceed \$60,000.00, in order to provide consulting and engineering services to facilitate the submission of an application for Airport Terminal Program funds for airport terminal improvements; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated March 10, 2022, attached hereto.

MEMORANDUM

To: PDA Board of Directors
From: Paul E. Brean, Executive Director 
Date: March 11, 2022
Subject: Terminal Funding Opportunity

The air terminal expansion project is nearing completion with only punch list and grant close out items remaining. Passenger feedback on the work completed has been overwhelmingly positive. The expansion has addressed passenger circulation problems related to security checkpoint screening, the availability of concessions, and movement between floor levels. The work also improved outbound baggage screening and make-up operations. These were the priority goals set out for the first phase of terminal work. Other deficiencies remain to be addressed in future projects.

Two weeks ago, on February 22, FAA issued a Notice of Funding Opportunity for the new Airport Terminal Program ("ATP"). Unlike the Airport Improvement Program ("AIP") that limits awards for large terminal projects, ATP is established specifically to support airport terminal and control tower projects. The grants are awarded on a competitive basis. Staff believes that a PSM application for the next phase of terminal improvements, submitted this year, would compete well.

We have identified the expansion of the arrivals/baggage pickup area in the terminal lower level as the project that could fit the scope, schedule, and budget for fiscal year 2022 ATP funding. The current arrivals layout accommodates not only baggage pickup, but rental car concessions, pay for parking kiosks, and passenger meet and greet functions. The available floor area does not meet the demand. The proposed project would extend the arrivals building to the south to accommodate the required floor area.

There are challenges in submitting a timely application for the project. An application including a complete project description, target timeframe, and estimated project cost must be submitted by March 28th. A final project cost, based on bids, must be ready in August to secure funding by the end of federal fiscal year, September 30th. To meet the August deadline, PDA would need to:

1. Engage a consultant;
2. Define a work scope;
3. Negotiate a consultant fee;
4. Secure Board approval to enter a contract;
5. Oversee the project design and bidding; and,
6. Submit final project costs.

The first four steps outline the typical process that occurs for awarding engineering design contracts. We are currently working with McFarland- Johnson, Inc. ("MJ")¹ to define the project scope, so as to begin fee negotiations. This is a detailed process that cannot be completed in time to request Board approval at the March 17 meeting. With a March 28 application submission deadline, waiting for an approval at the April meeting is not an option. For this reason, staff is proposing to seek a preliminary expenditure approval of \$60,000 that would allow MJ to proceed with the work needed to submit the application and to begin the design of the building expansion.

In very rough numbers, we are anticipating a project budget of \$5,000,000 with approximately 10% for design phase engineering. With an ATP grant award, 97.5% of the project costs would be reimbursed (95% from FAA and 2.5% from NHDOT). If the Board authorizes a \$60,000 expenditure now, over the next month MJ would complete a space needs analysis, feasibility determination, and preliminary opinion of cost, all necessary for the March 28 application. MJ would also begin survey, geotechnical exploration, and conceptual site and building design to ensure that bid documents can be ready in July.

In April, staff will have the design contract's negotiated scope and fee for the Board's consideration. If approved, design will proceed so that the work can be bid in time to submit a final cost to FAA in time for 2022 funding.

It is important to point out, there is no guarantee that FAA will fund PDA's application. FAA may award full, partial, or no funding. In the event of the latter scenarios, the PDA would self- fund the project, as is currently intended.

The Board should also be aware that in discussions with FAA and NHDOT, staff has indicated the desire to apply for future years of ATP funding. The program will be available for five years. We hope to take full advantage of this infrastructure funding opportunity.

ATP is authorized by the Bipartisan Infrastructure Law ("BIL") and is just one of the funding buckets BIL is making available to airports. PSM and DAW will also be awarded funds from the Airport Infrastructure Grant ('AIG') program. These awards are allocated sums based on airport activity. For planning purposes, we have assigned PSM's AIG funds to airport pavement projects. However, it may be possible to use the money for the proposed terminal arrivals building project if ATP funds are not awarded.

On March 17th, I will be asking for Board support to amend the on-call contract with McFarland Johnson, Inc. to provide preliminary consulting and engineering services, in an amount not to exceed \$60,000, to facilitate the submission of an application for ATP funds for airport terminal improvements.

¹ Last year PDA retained MJ as an on-call consultant to provide engineering services related to improvements at the Portsmouth Air Terminal. This action followed a qualifications based selection and Board vote.



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Signage Report
DATE: March 9, 2022

In accordance with the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" PDA reports as follows:

- 1. Entity: Paddy's American Grille
 Location: 27 International Drive
 Summary: Replace the damaged monument structure at the entrance to their facility with a similar one including internally illuminated sign panels featuring their new logo and street address on the base. The existing façade sign will be refaced with a sign reflecting their new logo.

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 Fournier was consulted regarding the sign change.

MEMORANDUM

To: Paul Brean, Executive Director 

From: Maria J. Stowell, P.E., Manager – Engineering 

Date: March 8, 2022

Subject: Sign Revision Report for Paddy's American Grille at 27 International

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:

Paddy's American Grille will modify their signage at 27 International Drive to reflect their new logo. They will replace the damaged monument structure at the entrance to their facility with a similar one including internally illuminated sign panels featuring their new logo and the street address on the base. The existing façade sign will be refaced with a sign reflecting their new logo.

This sign revision meets all of the following conditions:

1. Required for maintenance and a revision to sign graphics reflecting a new name or logo for an existing tenant.
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 Fournier has reviewed the sign revisions and has given his approval. At the upcoming Board meeting, please report the revisions of the Paddy's signs.

FREESTANDING

DESCRIPTION

Interior Illuminated Monument Cabinet

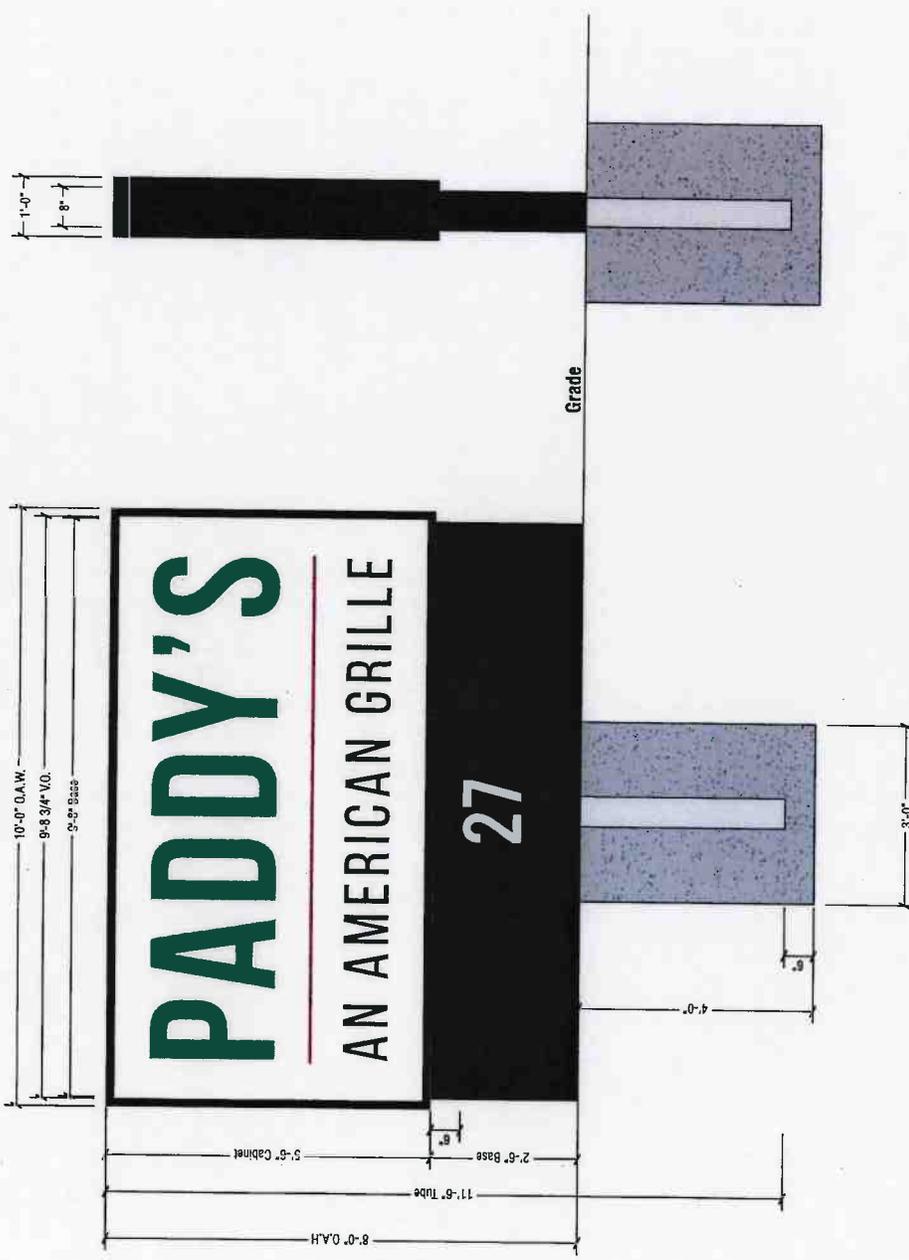
FOUNDATION SPECIFICATIONS

FOUNDING CONSTRUCTION

1. PALE: 5" x 1 1/2" x 11'-0" Square Tube
2. ELECTRIC: Primary Electric
3. CONCRETE: 3k PSI Concrete 4' Deep x 3' x 3' (Square)

GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. FOUNDATION SHALL BE CONCRETE ON COMPACTED GRAVEL.
3. ALL ELECTRICAL SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
4. ALL MATERIALS SHALL BE NEW AND OF THE HIGHEST QUALITY AVAILABLE.
5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
8. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
9. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
10. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.



1 MONUMENT - SIDE VIEW
SCALE: 1/2" = 1'-0"

2 MONUMENT - FRONT VIEW
SCALE: 1/4" = 1'-0"
(1) REQ'D


 Cima Network Inc.
 121 New Britain Blvd.
 Chalfont, PA 18914
 office: 267.308.0575
 fax: 267.308.0577
 www.cimaneetwork.com

This is an original, unaltered drawing, created by Cima Network, Inc. It is submitted for your review, in connection with a project being prepared by Cima Network, Inc. It is not to be used for any other project without the express written consent of Cima Network, Inc.

Client: Paddy's American Grille
 Dwg By: EMA Pm: MH
 Date: 2.21.20

Job#: XXXX Site#: XXXX
 Address: 27 International Dr.
 Portsmouth, NH 03801

FILE # E465295

All Rights Reserved. This drawing is the property of Cima Network, Inc. It is not to be used for any other project without the express written consent of Cima Network, Inc.

PERMIT
 REV 1 2.23.20
 EIA 5

SIGN 1

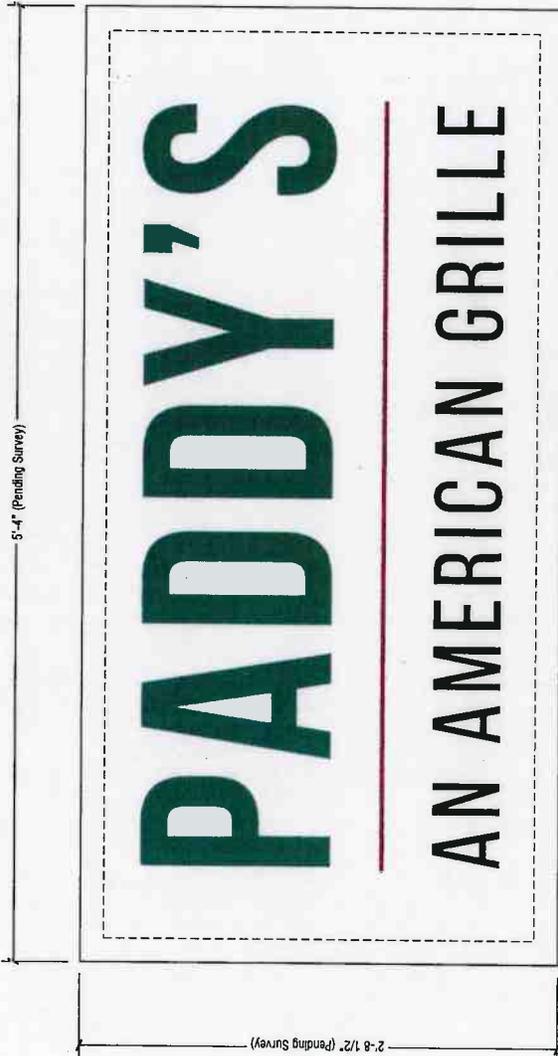
FACE SPECIFICATIONS

COLORS & FINISHES

- PF1: FACE: White
- P1: POWDER: 1st Surface Direct Print (PMS 350C)
- P2: POWDER: 1st Surface Direct Print (PMS 7624)
- P3: PASTE: 1st Surface Direct Print (100% Black)
- P4: GRAIN: 1st Surface Direct Print (100% Black)
- V1: LAMINATE: 1st Surface Luster Laminate

EDGE CORNER SPECIFICATION

- E1: FACE: 177 The Polycomposites 1st Surface Panel & Laminate



(1) REQ'D



Cima Network Inc.
121 New Britain Blvd.
Chalfont, PA 18914

This is an original, unmodified drawing, created by Cima Network, Inc. It is submitted for your review and approval. All dimensions are in feet and inches. All dimensions are to be taken to the center of the object unless otherwise noted. All dimensions are to be taken to the center of the object unless otherwise noted. All dimensions are to be taken to the center of the object unless otherwise noted.

UL FILE #E-465295

All Electric Signs to be manufactured to meet the requirements of UL 48 and certified to meet the requirements of Article 600 of the National Electrical Code (NEC). This includes proper permitting and bonding of the sign.

Client: Paddy's American Grille
Drawn By: EMA Pm: BH
Date: 7.21.20

Job#: XXXX Site#: XXXX
Address: 87 International Dr.
Perth Amboy, NJ 08861

EXISTING



EXISTING



EXISTING



Cima Network, Inc.
121 New Britain Blvd.
Chalfont, PA 18914
offices: 267.308.0575
fax: 267.308.0577
www.cimainetwork.com

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All electric signs to be manufactured to meet the requirements of UL 913 and UL 1591. All signs must be installed in accordance with the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Client: Paddy's American Grille
Dwg By: EMA
Date: 2.21.20

Job#: XXXX
Address: 27 International Dr.
Perismouth, NH 03801

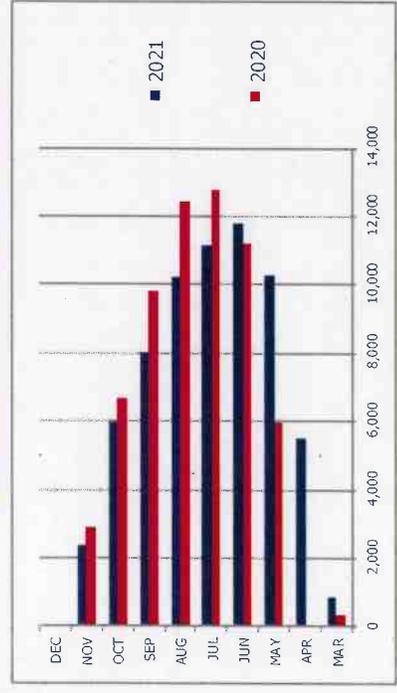
SHT 3

REV 1
03.28
EMA

PERMIT

KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)

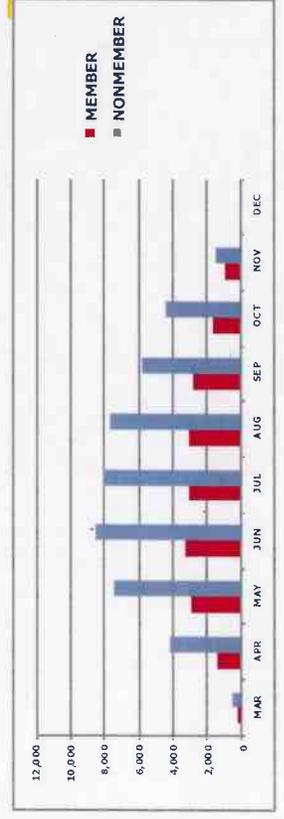


2021 SEASON	2020 SEASON	2019 SEASON
66,590	62,315	55,321

ROUNDS PLAYED 66,590 49 66 55

RAIN DAYS 49 66 55

2021 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES	FY 2022	FY 2021	GRILL 28 GROSS SALES	FY 2022	FY 2021
JULY	\$1,158	\$	JULY	\$262,957	\$204,042
AUGUST	\$915	598	AUGUST	270,631	225,471
SEPTEMBER	\$326	314	SEPTEMBER	235,234	191,445
OCTOBER	\$4,244	4,017	OCTOBER	191,416	138,156
NOVEMBER	\$14,746	12,553	NOVEMBER	119,952	85,187
DECEMBER	\$23,112	23,708	DECEMBER	138,710	71,183
JANUARY	\$24,253	30,626	JANUARY	94,159	77,694
FEBRUARY	\$26,680	23,001	FEBRUARY	106,247	74,967
MARCH	-	18,258	MARCH	-	105,988
APRIL	-	1,032	APRIL	-	134,812
MAY	-	1,062	MAY	-	238,596
JUNE	-	214	JUNE	-	307,875
	\$95,434	\$115,383		\$1,419,307	\$1,855,416

CLUB / COURSE FUNCTIONS	FY 2022 YTD	FY 2021 YTD
GROUPS 12-40	41,140	25,340
TOURNAMENT PLAY	106,939	103,283
LEAGUES	60,859	56,243
FOOD AND ROOM FEES	150,782	45,636

2020 ROUNDS-SEASON	
MEMBER	16,004
NONMEMBER	46,311
TOTAL	62,315

2021 ROUNDS-SEASON	
MEMBER	18,489
NONMEMBER	48,101
TOTAL	66,590



Memorandum

To: Paul Brean C.M., Executive Director *Peb*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 3/8/2022
Subj: Noise Report for January 2022

The Portsmouth International Airport at Pease did not receive any noise inquiries in January, 2022. Both the noise phone line and the website noise submission form were tested and found to be operational.

Memorandum

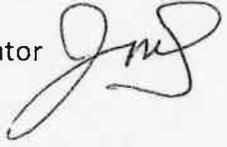
To: Paul Brean C.M., Executive Director *Pub*
From: Sandra McDonough, Airport Community Liaison *sm*
Date: 3/8/2022
Subj: Noise Report for February, 2022

Portsmouth International Airport at Pease received eight noise inquiries in February, 2022.

Seven noise inquiries were submitted by one resident in Newington, NH. Inquiries from this resident concerned large military aircraft arriving Runway 16. The other complaint was from a caller from Eliot, ME who had a general concern of increased noise activity between 8:00 PM and 11:00 PM over the last couple of weeks. The Eliot, ME caller also wanted to register a complaint against any future development that could increase noise over Eliot, ME. Concerning these calls, the NHANG did have military aircraft flying throughout the month of February, including during the evenings.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate.

MEMORANDUM

To: Paul E. Brean, Executive Director 
From: Jared Sheehan, Environmental Compliance Coordinator 
Date: March 4, 2022
Subject: Corporate Drive Improvements Update

In May of 2021, the PDA Board approved the expenditure of funds associated with the reconstruction of Corporate Drive. Although the City of Portsmouth is responsible for repairing Pease roads and utilities within rights of way ("ROW"), the PDA maintains drainage ways beyond the ROW limits. At a number of locations along Corporate Drive, the storm drain pipes outlet into PDA maintained ditches. The approved funds were to cover the cost of the design engineering, PFAS treatment if required, and wetland permit application submission with fee for the drain outfall locations.

To date the design team, led by Underwood Engineers ("Underwood") and the City of Portsmouth, have accomplished the following:

- Completed a video inspection of the drainage system and outfalls;
- Conducted roadway test borings;
- Drafted design documents for the drainage ditch maintenance dredging; and,
- Secured the NHDES wetland permit.

Before the video inspection work could proceed, sections of the clogged drain pipes needed to be pumped free of standing stormwater. The design team anticipated conducting PFAS treatment of the stormwater impounded within the drainage system, but was not required under the provisions in the NHDES Temporary Discharge Permit # 200912066-P-001.

In the coming months, the design documents will be finalized and the project will be advertised for bids. Upon receipt and review of the bids, staff will come back to the Board to seek approval of the dredging contract. We expect the work to commence this summer. The former Jones School site located 255 Corporate Drive has been proposed as a location to deposit excess soils from this project.

As a reminder, the drainage outfall work is Phase 1 of the Corporate Drive project, with Phase 2 being the roadway improvements funded by the City. The City funded work is scheduled to begin in late summer or early fall.

N:\ENGINEER\Board Memos\2022\Corp Dr drainage update.docx



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

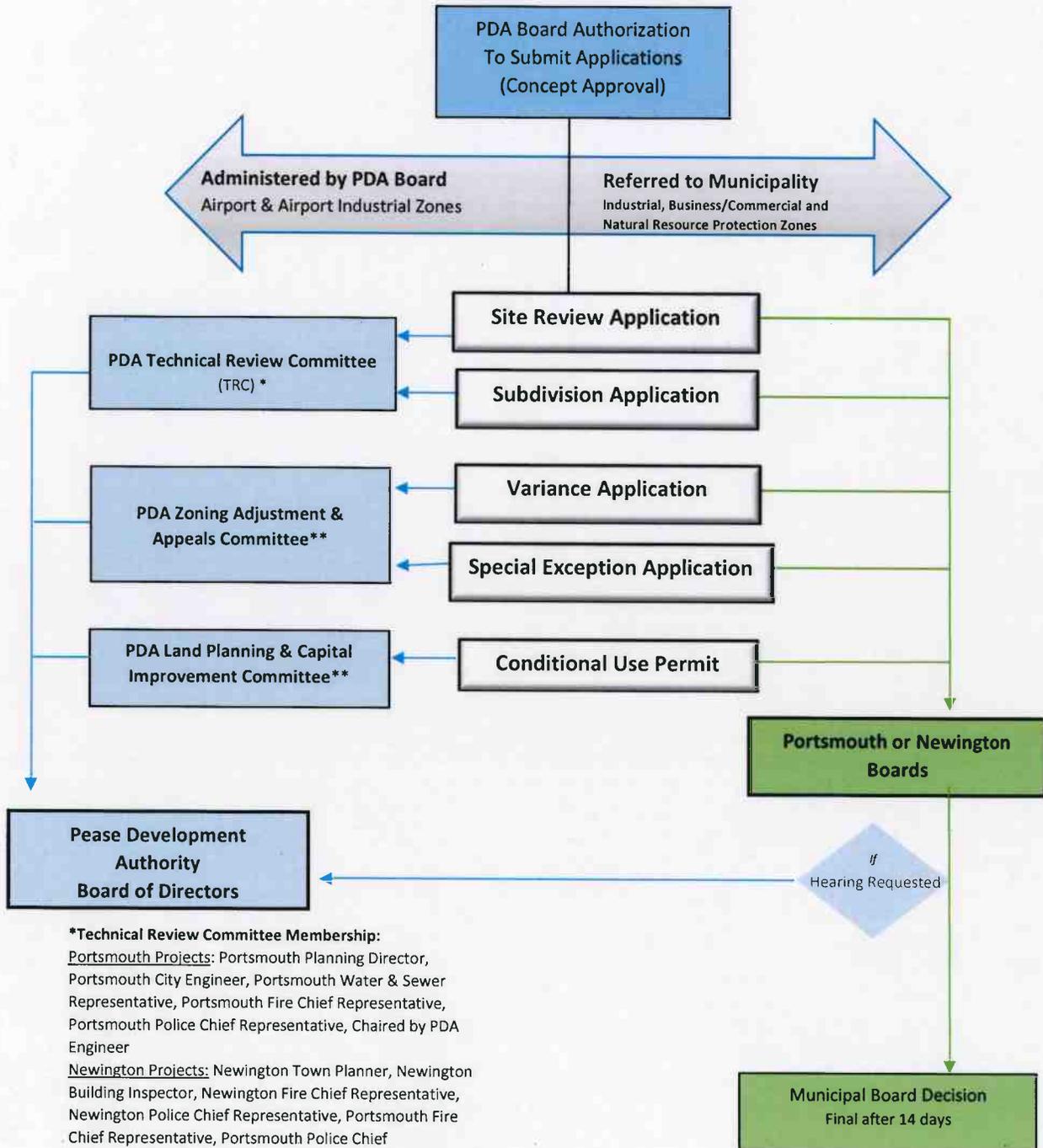
MEMORANDUM

To: Paul E. Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: March 1, 2022
Subject: Land Use Control Presentation

You have asked that, at the March Board meeting, staff brief the Board on the structure of the PDA Land Use Controls and, in particular, the process by which project applications are reviewed. Attached are the PDA Zoning map and an application flow chart to aid in the presentation.

N:\ENGINEER\Board Memos\2022\Land Use Control Presentation.docx

Land Use Applications

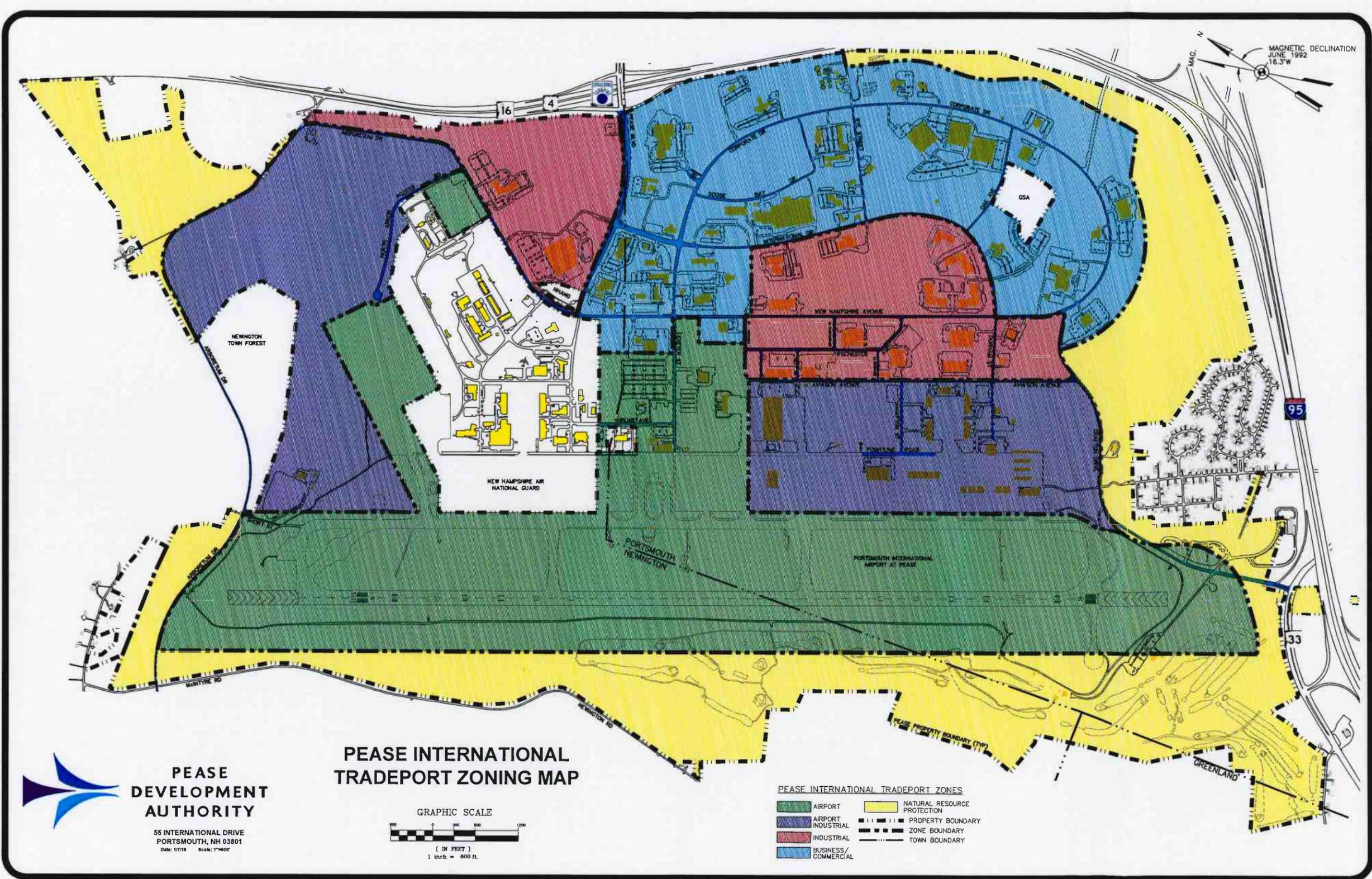


***Technical Review Committee Membership:**

Portsmouth Projects: Portsmouth Planning Director, Portsmouth City Engineer, Portsmouth Water & Sewer Representative, Portsmouth Fire Chief Representative, Portsmouth Police Chief Representative, Chaired by PDA Engineer

Newington Projects: Newington Town Planner, Newington Building Inspector, Newington Fire Chief Representative, Newington Police Chief Representative, Portsmouth Fire Chief Representative, Portsmouth Police Chief Representative, Portsmouth Planning Director, Portsmouth Water & Sewer Representative, Chaired by PDA Engineer

**** Subcommittee of PDA Board**



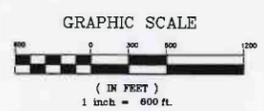
MAGNETIC DECLINATION
 JUNE 1992
 16.3°W



**PEASE
 DEVELOPMENT
 AUTHORITY**

55 INTERNATIONAL DRIVE
 PORTSMOUTH, NH 03801
 Date: 1/7/18 Scale: 1"=600'

**PEASE INTERNATIONAL
 TRADEPORT ZONING MAP**



- PEASE INTERNATIONAL TRADEPORT ZONES**
- AIRPORT
 - AIRPORT INDUSTRIAL
 - INDUSTRIAL
 - BUSINESS/COMMERCIAL
 - NATURAL RESOURCE PROTECTION
 - PROPERTY BOUNDARY
 - ZONE BOUNDARY
 - TOWN BOUNDARY

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 **\$8,671.00** for legal services rendered to the Pease Development Authority from:

Sheehan Phinney Bass & Green

October 14, 2021 - January 31, 2022

(Division of Ports & Harbors - Ports. Fish Pier) \$ 464.00

December 1, 2021 - December 31, 2021 \$1,015.00

(for Permit Implementation)

December 1, 2021 - December 31, 2021 \$ 174.00

(for Tradeport General Representation)

January 1, 2022 - January 31, 2022 \$5,597.00

(for Permit Implementation)

January 1, 2022 - January 31, 2022 \$1,421.00

(for Tradeport General Representation)

Total **\$8,671.00**

2. Expend funds in the amount of **\$6,265.00** for legal services rendered to the Pease Development Authority from **Anderson Kreiger** as outside counsel for Federal Regulatory Advice from January 1, 2022 through January 31, 2022.

For a total amount of \$14,936.00 in legal services

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: PDA-DPH/Portsmouth Fish Pier

CLIENT/CASE NO. 14713-16817
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 371896

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$464.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$464.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$464.00

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
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 370280

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,015.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,015.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$1,015.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 370281

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$174.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$174.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$174.00

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... \$ _____

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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: 371899

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$4,582.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$4,582.00

PREVIOUS BALANCE:	\$1,015.00

TOTAL BALANCE DUE:	\$5,597.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 371898

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,247.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,247.00

PREVIOUS BALANCE:	\$174.00

TOTAL BALANCE DUE:	\$1,421.00

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.

ANDERSON KREIGER

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

February 25, 2022

Pease Development Authority
Anthony Blenkinsop, Deputy Director/General Counsel
55 International Drive
Portsmouth, NH 03801

Reference # 141388 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

	<u>Hours</u>	<u>Amount</u>
Sub-total:	10.70	6,265.00
Sub-total Fees:		\$6,265.00

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	10.10	590.00	5,959.00
Mina S. Makarious	0.60	510.00	306.00

Total Current Billing:	\$6,265.00
Previous Balance Due:	\$0.00
Total Now Due:	\$6,265.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

MOTION

Director Lamson:

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, Myrtle Beach, NC and Clearwater, FL; all in accordance with the memorandum of Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance, dated March 7, 2022 attached hereto.

MEMORANDUM

To: Paul E. Brean, Executive Director *PAB*

From: Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance *AP*

Date: March 7, 2022

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 Portsmouth International Airport at Pease ("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 562,600 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 three new seasonal routes to Nashville, TN ("BNA"), Myrtle Beach, NC 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. Allegiant also

has greater buying power as they purchase advertising at a national level, receiving significantly less expensive advertising rates than PDA could obtain. 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 Allegiant routes.

At the March 17, 2022, 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 to and from PSM.



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, JANUARY 12, 2022 6:00 PM

PRESENT: Roger Groux, Chair
Brad Cook, Vice-Chair
Erik Anderson
Mike Donahue
Chris Snow
Geno Marconi
City of Portsmouth Mayor, Deaglan McEachern

1. CALL TO ORDER

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

2. APPROVE MINUTES

Erik A. made a motion to accept the December 8, 2021 minutes, Brad C. seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Geno reported that the Division is operating in the black. Roger explained to the Mayor that the Port is supporting the Navy Yard Project. Motion to accept finance report was made by Mike D. seconded by Erik A. All in favor.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The month of December 2021 was included in the packet. Discussion included the start of the dredging of the Upper Most Turning Basin which are also included in the report. In the next couple of weeks, another dredge, called the New York, and a drill barge, named Apache, will be coming up to assist in the project. There will be a period of about 4-6 weeks that will be strenuous moving the dredge material and traffic on the river will pick up even more at that point. Discussion around the communication process between the pilots and dredges. Discussion regarding requirements of a Pilot. The project has pulled out between 135 to 140,000 yards out of 762,000. Discussion on use of the dredge material, which is hard packed glacial sand, went to Salisbury Beach and Plum Island. The dredge route graphic (a large poster size) was presented to the Council. Discussion regarding the funding, which is shared between the State of NH, and the Army Corp of Engineers. The State will have close to \$10 million invested in the project. When the SML Bridge was being designed, an economic impact study was done and determined there is \$192 million impact and 90% of the use is in NH. Discussion then turned to what

will this project bring to the river. Efficiency will be greatly improved as it will allow ships to come up at times that are not available now. Safety will also improve as the turning radius will be bigger. Roger explained that 90% of heating oil, diesel, and road salt used in NH, Southern Maine, and North Eastern Mass, comes through the Port. The permit should be completed before the end of the dredge window on March 15, 2022.

5. DIRECTOR'S REPORT

Geno reported on, and materials were provided for, the following items from the December 16, 2021 PDA Board meeting:

- Reports
 - Commercial Mooring Transfer, Kasztejna to Jalbert
 - PFP Change order # 9, Time Extension to Spring of 2022
 - Rye Harbor, security lights at the Rye Commercial Pier
- Approvals
 - Trailer Mounted Generators, Award Contract to ASNE, Inc., this project is partially funded by a Homeland Security Grant and among other things, will allow emergency responders to obtain fuel during power outage events.

6. NEW BUSINESS

- Election of Council Officers
 1. Chairman, Roger Groux-Motion by: Brad, seconded by: Erik. All were in favor.
 2. Vice-Chair, Brad Cook- Motion by: Mike, seconded by: Erik. All were in favor.
 3. Treasurer, Jeff Gilbert- Motion by: Chris S. seconded by: Brad C. All were in favor.

7. COMMITTEE REPORTS

- Business Development/FTZ-Mike D. reported on a potential tour for the Council members, he has been speaking with Joe Gluckert to try and set up a day and time. Ted Knowles is also setting up a tour for the Propeller Club on March 17th and Council members are invited to that. Discussion included the new dry dock and the capabilities that it will have to hold 3 subs for repair. The tour could be opened up to the Portsmouth City Council as well. Roger explained that PNSY will be the lead unit for refueling the 6 best submarines Los Angeles class that are currently coming up to their useful end of life. Also one of the dry docks is being lengthened to handle the Block 5 Virginia Class subs. Regarding the Foreign – Trade Zone, the operator annual reports will be coming due soon. Millipore is moving forward with its expansion, they currently employ about 900 people and in the end there will be close to 2000 employees.
- Dredging- Director Marconi reported that 3 years ago he submitted a request to initiate a 107 feasibility study in Hampton/Seabrook Harbor to the Army Corp of

Engineers (ACOE) to look at a long term solution for the sand transport that occurs there. Since the shoaling appears to be coming back quickly after the 2019 dredge, the ACOE and Division participated in a preliminary meeting about a month ago in Hampton at low tide. The economic study is based on commercial traffic and the ACOE is trying to determine if there is enough commercial traffic to warrant the study. If there is, the Division will have a 50/50 cost share for the study.

- Fisheries-Erik A. reported that it's the slow time of year for fisheries. He has not heard of any complaints so far on the dredge route. The DMV registration day was successful again this year, a lot of the fishing community appreciate they can do all in one day at the Dover DMV. There are 3 house bills in legislation being heard on Friday, HB1091, requires search warrant for stops in the field, the fishing industry opposes the bill. HB 1297 regards lobster being taken by scuba divers, fishing industry also opposes this bill, mostly due to the fact that is difficult, if not impossible for F & G to enforce. HB 1299 to allow the importation of non-native wildlife and marine species, the fishery industry also opposes that. Erik will be there on Friday to testify on behalf of the industry. There is a senate bill regarding taking of abandoned lobster traps. The Fish & Commission Advisory Committee on Marine Fisheries (ACMF), and Fish & Game Committee all oppose the bills. Erik spoke on a proposal that will be submitted to the PDA for the removal of hangar 227 at Pease and use of an area commonly known as the North 40 (aka North Apron) over at Pease. Additional road and air traffic appears to be a concern. This item is being presented to the PDA Board at its meeting next week. Erik spoke about the Cares Act 2.0 which has funds available for the fisheries industry. Geno explained that this came up at the ACMF meeting last week, discussions there that funds could possibly be used for infrastructure, which could involve a concept study for replacing the building at the Portsmouth Fish Pier or funds for the Revolving Loan Fund. The funds are distributed by NH Fish & Game. Discussion regarding leftover funds from the Portsmouth Fish Pier appropriation.
- Government-The City of Portsmouth Mayor, Deaglan McEachern, was in attendance as the representative from the City of Portsmouth. There are a number of sewer and water projects in the City and will bring an update at the next meeting. There will also be an appointment made for the next meeting. The Mayor welcomes any feedback with suggestions for an appointment. Roger commented on the great working relationship that the Port has with the Portsmouth Fire Department. Geno mentioned a salt ship will be coming in and invited the Mayor over anytime to watch the operation. The Mayor is looking forward to working together with the Port. Geno explained to the Mayor the 2 construction projects that will be moving forward at the Terminal, the Functional Replacement of the Barge Dock, and the Main Pier Rehabilitation. Geno also spoke on the mitigation at Cutts Cove/John Bohenko Park. Discussion regarding the Portsmouth 10 year plan and that the Division is self-funded as far as operating and maintenance. Will go to the State for Capital Projects. Discussion on off shore wind study and planning committee in which the Director is the head

of the logistics task force for the State. The committee will be presenting the results of their study on the 24th.

- Moorings-Chris S. reported on the DMV days, as received from Lana at the Port. All permits have been sent out and are due on March 1st. The January 8th DMV day went well and there were a lot of new faces there. The number of permits was reported.
- Recreational Piers-Brad C. reported that he spoke to Judy and she is getting inquiries on summer storage but otherwise quiet. The shortage of storage, slip, and mooring space is reaching a critical level, both in NH and MA. Roger reported there was an increase in boat registrations in NH of about 10,000 boats in 2021. Newburyport currently has a fee of \$165/ft. for dockage.
- Roger reminded the Council about filing the NH Financial Interest forms with the State.

8. OLD BUSINESS

The final letter to the Coast Guard was presented to the Council regarding the proposed navigational aid in the Piscataqua River. Discussion on the grant writing process, Cheryl is managing the existing grants, and Grant Nichols has been coming to help out with that. Further discussion on the City's appointee for the Port Advisory Council. Further discussion on DMV days and the importance of it for the local fishing industry. Director explained the process for the Mayor's information.

9. PUBLIC COMMENT

There were no members of the public present.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Prior to adjournment, the Council thanked the Mayor for attending and further discussion ensued regarding the relationship with the City, and especially the close relationship with Fire Department, which keeps its boat here. Chris S. made a motion to adjourn, the motion was seconded (recorder cut out) and the meeting adjourned at 7:30 PM.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA

FROM: Geno J. Marconi, Director, DPH

DATE: January 28, 2022

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 #7487, from Donald McEvoy to David Poulin.

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

ph: 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 *TRE*
Re: Commercial Transfer
Date: January 28, 2022

Donald McEvoy and David Poulin are requesting the transfer of a Mooring Permit (#7487) in the Seabrook Harbor mooring field. Attached is documentation of Poulin's commercial enterprise in the form of his commercial lobster license. Also attached is the transfer request and bill of sale from McEvoy. David Poulin 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.

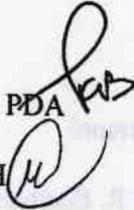
I recommend that permit #7487 be transferred to:

David Poulin
PO Box 402
Rye, NH 03870



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA 
FROM: Geno J. Marconi, Director, DPH 
DATE: January 28, 2022
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 #4766, from Joseph Titone 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.

○○○○ TAKING YOU THERE

ph: 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 *TSS*
Re: Commercial Transfer
Date: January 28, 2022

Joseph Titone and Michael Noyes are requesting the transfer of a Mooring Permit (#4766) in the Seabrook Harbor mooring field. Attached is documentation of Noyes' commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Titone. 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 #4766 be transferred to:

Michael Noyes
11 Moody St
Byfield, MA 01922



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA

FROM: Geno J. Marconi, Director, DPH

DATE: January 28, 2022

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 #6488, from Gary Beliveau to Kyle Lentz.

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

ph: 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 *TS*
Re: Commercial Transfer
Date: January 28, 2022

Gary Beliveau and Kyle Lentz are requesting the transfer of a Mooring Permit (#6488) in the Seabrook Harbor mooring field. Attached is documentation of Lentz' commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Beliveau. Kyle Lentz 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 #7284 be transferred to:

Kyle Lentz
1246 Lovell Lake Rd
Sanbornville, NH 03872



TO: Paul Brean, Executive Director, PDA *[Signature]*
FROM: Geno J. Marconi, Director, DPH *[Signature]*
DATE: February 14, 2022
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 #7440, from Ashley Meyer to Allen Cumings.

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 *TCS*
Re: Commercial Transfer
Date: February 14, 2022

Ashley Meyer and Allen Cumings are requesting the transfer of a Mooring Permit (#7440) in the Rye Harbor mooring field. Attached is documentation of Cumings' commercial enterprise in the form of his commercial lobster license. Also attached is the transfer request and bill of sale from Meyer. Allen Cumings 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 #7440 be transferred to:

Allen Cumings
114 Patterson Lane
Newington, NH 03801



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *fab*
FROM: Geno J. Marconi, Director, DPH *(GJM)*
DATE: February 22, 2022
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 #8017, from Furmer Souther to Gauron Fisheries.

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.

16

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi

From: Chief H/M Tracy R. Shattuck *TR*

Re: Commercial Transfer

Date: February 22, 2022

Former Souther and Denise Gauron of Gauron Fisheries are requesting the transfer of a Mooring Permit (#8017) in the Seabrook Harbor mooring field. Attached is documentation of Gauron Fisheries' commercial enterprise in the form of advertising and Secretary of State documentation. Also attached is the transfer request and bill of sale from Souther. Denise Gauron has asserted that she 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 #8017 be transferred to:

Gauron Fisheries
1 Ocean Blvd
Hampton, NH



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *P2B*
FROM: Geno J. Marconi, Director, DPH *(Signature)*
DATE: February 22, 2022
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 #1789, from Smith & Gilmore Fishing Pier to Hampton Beach Parasail.

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 22, 2022

Nancy Gilmore of Smith & Gilmore Fishing Pier and Matthew Reid of Hampton Beach Parasail are requesting the transfer of a Mooring Permit (#1789) in the Hampton Harbor area 1 mooring field. Attached is documentation of Hampton Beach Parasail's commercial enterprise in the form of his advertising and Secretary of State documentation. Also attached is the transfer request and from Gilmore. Matthew Reid 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 #1789 be transferred to:

Hampton Beach Parasail, LLC
15 Lane Ave
Greenland, NH



TO: Paul Brean, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH
DATE: February 11, 2022
RE: Commercial Moorings For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for 4 commercial moorings for hire from the new owner of the Wentworth By The Sea Marina that were held by the previous owner.

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 moorings for hire. Therefore, I am requesting approval of the applications.

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

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi

From: Tracy R. Shattuck, Chief H/M *TRSF*

Re: Safe Harbor Wentworth by the Sea Commercial Mooring for Hire Applications

Date: February 11, 2021

Wentworth by the Sea was recently sold. The new owner is SHM Wentworth, LLC dba Safe Harbor Wentworth By The Sea. Safe Harbor is applying for the 4 moorings that were held by the previous owner. Safe Harbor is in good standing with the Secretary of State.

I recommend approval of the applications as they meet all criteria for Commercial Mooring for Hire permits.

International Association of Maritime and Port Executives

Hereby Recognizes

Pease Development Authority

As an

EDUCATION PARTNER

In supporting the Association's goal of port and maritime
personnel professional development



Executive Director, David Arnold, MAPE

Director of Education and Standards, Capt. Jeffrey Monroe, MAPE



Awarded on this fifteenth day of February, two thousand twenty-two



Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

February 28, 2022

Captain Geno Marconi
Director Division of Ports and Harbors
555 Market Street, PO Box 369
Portsmouth, New Hampshire 03802

Re: Proposal to Provide Marine Engineering Services
Expedited (EXP) Minimum Impact Wetlands Permit Application
Rye Harbor Fuel System Repairs
Rye, New Hampshire

Dear Captain Marconi:

Appledore Marine Engineering, LLC (AME) is pleased to present this proposal for Marine Engineering services for the above-referenced permit preparation. This proposal will discuss the Background, Scope of Services, Schedule of Work, and Fee for the services required to complete the work.

BACKGROUND:

We understand the existing fuel piping between the tanks and the sump adjacent to the commercial fish pier needs replacement. Based on the PDA's initial consultation with Eben Lewis at the DES, an expedited minimum impact wetlands permit must be completed for the purpose of excavating for the underground pipe. This proposal is intended to complete the application ready for submission.

SCOPE OF SERVICES:

The following tasks are required to prepare the expedited minimum impact wetlands permit for submission and are included in the scope of work.

- Prepare the application form and required attachments;
- request a Natural Heritage Bureau database review;
- coordinate via email with the Natural Heritage Bureau and NH Fish & Game to receive concurrence required for the application package;
- complete the NHDES Coastal Resource Worksheet.

The final deliverable will be a completed application for PDA submission to the agency.

ASSUMPTIONS:

- PDA will print hard copies, obtain signatures, and submit a permit fee of \$400 to the agency.
- PDA will attend the required town conservation commission meeting to present the project.
- Abutter notifications will not be required.
- PDA will provide site photographs.

FEES:

Fees for consulting services will be on a fixed fee basis for \$4,806 in accordance with the attached schedule.

Prompt payment of invoices is necessary for us to maintain a schedule and provide responsive service. We will invoice monthly for our engineering services and reimbursable expenses. Payment is due within thirty (30) days of the invoice date.

Thank you for allowing us to present a proposal for this work.

If you have any questions or require additional information, please do not hesitate to contact me.

Regards,



Noah J. Elwood, PE
President

This Proposal is subject and subordinate to the Agreement for Marine Engineering Services between the Parties dated July 1, 2017.

A&E FEE PROPOSAL WORKSHEET

FIRM NAME: Appledore Marine Engineering, LLC
Contract No. AME 30271
Project Title Rye Fuel System Repairs, Wetlands Permitting
Rye Commercial Fish Pier, Rye, New Hampshire
DATE: 28, February 22

Expedited Minimum Impact Wetlands Permit Application	4,806
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TOTAL	\$4,806
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Wetlands Permitting Application Preparation

LABOR

Engineering Discipline	Rate	Coordination		Permitting Support		Hours	Salary
		Hours	Salary	Hours	Salary		
Principal	\$96.27	0	\$0	0	\$0	0	\$0
Project Manager/Diver	\$84.50	1	\$85	1	\$85	0	\$0
Sr. Engineer/Diver	\$76.11	0	\$0	0	\$0	0	\$0
Engineer/Diver	\$54.87	0	\$0	0	\$0	0	\$0
Technician/Diver	\$48.16	0	\$0	0	\$0	0	\$0
Expedited Minimum Impact Wetlan	\$35.80	0	\$0	0	\$0	0	\$0
Clerical	\$27.70	2	\$55	2	\$55	0	\$0
Subtotals:		3	\$140	3	\$140	0	\$0

Engineering Discipline	Rate	Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$96.27	0	\$0	0	\$0	0	\$0
Project Manager/Diver	\$84.50	0	\$0	0	\$0	0	\$0
Sr. Engineer/Diver	\$76.11	0	\$0	0	\$0	0	\$0
Engineer/Diver	\$54.87	0	\$0	0	\$0	0	\$0
Technician/Diver	\$48.16	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$35.80	0	\$0	0	\$0	0	\$0
Clerical	\$27.70	0	\$0	0	\$0	0	\$0
Subtotals:		0	\$0	0	\$0	0	\$0

Subtotal for Labor:		6	\$280				
Overhead:	144.75%		\$405				
Profit:	10.0%		\$68				
Total Cost for Labor:			\$753				

TRAVEL AND PER DIEM		
Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.54	
Miles:	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK		
Item	Expense	Cost
McFarland-Johnson, Inc.	\$3,684	\$4,052
Regulatory Permitting Consultation		
Total for Direct Costs:		\$4,052

REPRODUCTION COSTS			
Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES:	\$4,806
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MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to approve the proposal from Appledore Marine Engineering (“Appledore”), PDA’s on-call marine engineers, and authorize the additional \$14,000 expenditure for design services related to concrete dock replacement and steel pipe piling relocation at the Hampton Harbor Marine Facility; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated March 10, 2022 attached hereto.

Date: March 10, 2021
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Director 
Subject: Additional Design Proposal, Dock Replacement and Steel Pipe Pile Relocation; Hampton Harbor Marine Facility

At the PDA Board Meeting on September 16, 2021, the Division of Ports and Harbors (the "Division") received approval from the PDA Board of Directors to accept a proposal from its on call marine engineers, Appledore Marine Engineering, Inc. ("AME") to design, seek regulatory approvals, and provide construction support services to replace the 130' long southern floating dock and 8 steel guide piles mooring the northwestern concrete floating dock in Hampton Harbor for \$19,912.00. As investigations were being done, winter storm damage occurred and the Division requested a revised proposal from AME for additional design work to replace the concrete floating docks with wooden floating docks and the relocation of the steel pipe piles. The proposal was received on Feb 4, 2022 in the amount of \$14,000, which exceeds the \$10,000 limit set by the PDA Board for approval by the Executive Director. AME, the Division's long time on call marine engineering firm, recognizing the PDA Board would not be meeting until March 17th, proceeded with the design work at its own risk knowing the importance of the project with the upcoming recreational and passenger boating season.

Therefore, the Division recommends the PDA Board approve the proposal and authorize the additional \$14,000 expenditure, which will be funded from the Harbor Dredge and Pier Maintenance Fund emergency allocation, which is pre-authorized by the Capital Budget Overview Committee.



Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

September 2, 2021
Revised February 2, 2022

Captain Geno Marconi
Director Division of Ports and Harbors
555 Market Street, PO Box 369
Portsmouth, New Hampshire 03802

Re: **Proposal to Provide Marine Engineering Services
Hampton Harbor Floating Dock Replacement and Pile Replacement
Hampton, New Hampshire**

Dear Captain Marconi:

Appledore Marine Engineering, LLC (AME) is pleased to present this proposal for Marine Engineering services for the above-referenced project. This proposal will discuss the Background, Scope of Services, Schedule of Work and Fee for the services required to complete the work.

The following bold items indicate the modifications to the original contract which have been outlined herein.

BACKGROUND:

In 2012 the Hampton Harbor marine facilities were rehabilitated to include the existing floating dock systems along the bulkhead. The floating docks are reportedly sustaining failures due to corrosion and failure of the aluminum framing members and replacement of the southern 130-foot section is desired.

Additionally, the steel pipe piles mooring the concrete floating dock to the northwestern end of the facility have advanced deterioration and require replacement.

The existing Charter Boat floating dock at the Hampton Harbor State Marina consists of precast concrete float modules. The concrete floats and require replacement.

This proposal provides the engineering services for the above referenced project.

SCOPE OF SERVICES:

The scope of services includes the following tasks to support the owner in sourcing construction bids, and providing quality assurance services during construction.

The project is to replace the existing 130 foot long southern floating dock and to replace all (eight) steel guide piles that make up the Charter Boat floating dock.

Additionally, this project will include the replacement of the existing Charter Boat concrete float modules with timber float modules.

The following tasks are envisioned to be required.

- **Site inspection – At the commencement of the project, an above water site inspection will be completed to evaluate the existing facility for noted deterioration including the pile supports and collect detailed measurements for the replacement design.**

- Regulatory approvals – Replacement of concrete float dock piles will require a Permit By Notification required by the NH Department of Environmental Services (NHDES) to carry out the proposed project.
- Bidding documents – **A design and analysis of a revised Charter Dock configuration will be completed to meet the needs of the Owner.** Drawings, simple sketches and technical specifications will be developed to allow sourcing of bids from pre-selected and qualified marine contractors. A full comprehensive bidding package is not being requested due to the intent to replace existing structures.
- Construction support services – Limited construction support services will be provided to include review of construction submittals and two visits during the progression of construction.

EXCLUSIONS AND CLARIFICATIONS:

This proposal is based on the following considerations:

- Construction bids will be sourced from pre-selected contractors based on a limited plans and specs package and full bidding documents are not required. If it is later determined to be needed a mod to this proposal will be provided.
- It is assumed that the proposed work will be replacement in-kind and that pile installation will occur between November 15 and March 15. If these conditions cannot be met, the project will not qualify as Permit by Notification and a mod to this contract would be required.

SCHEDULE:

AME will commence work on the project immediately upon written notice to proceed with anticipated completion of the construction sketches within 45 days to allow sourcing of pricing.

FEES:

Fees for consulting services will be on a fixed fee basis in the amount of \$19,912 in accordance with the attached schedule.

Fees for additional consulting services based on the modification of the original contract will be on a fixed fee basis in the amount of \$14,000 for a total fee of \$33,912.

Prompt payment of invoices is necessary for us to maintain a schedule and provide responsible service. We will invoice monthly for our engineering services and reimbursable expenses. Payment is due within thirty (30) days of date of invoice.

Thank you for giving us the opportunity to present a proposal for this work.

If you have any questions or require additional information, please do not hesitate to contact me.

Regards,



Noah J. Elwood, PE
President

This Proposal is subject and subordinate to the Agreement for Marine Engineering Services between the Parties dated July 1, 2017.

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to contract with the lowest qualified quote and to expend funds from the Ports and Harbors Fund for the replacement of the floating dock, concrete dock, and guide piles at Hampton Harbor, and furthermore, to request reimbursement of those funds from the State of New Hampshire through the Governor’s Office for Emergency Relief and Recovery; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 10, 2022 attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as quotes are being obtained from three experienced marine contractors and time is of the essence given the upcoming fishing and boating season.

**NOTE: This motion requires 5 affirmative votes.
Roll Call Vote.**

N:\RESOLVES\2022\DPH - Replacement of Concrete Dock at Hampton Harbor to Wooden Dock 3-17-2022.docx



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: March 10, 2022
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Division Director 
Subject: Float/Dock/Pile replacement; Hampton Harbor Marine Facility

At the PDA Board Meeting on September 16, 2021, the Division of Ports and Harbors (the "Division") received approval from the PDA Board of Directors to accept a proposal from its on call marine engineers, Appledore Marine Engineering, Inc. ("AME") to design, seek regulatory approvals, and provide construction support services to replace the 130' long southern floating dock and 8 steel guide piles mooring the northwestern concrete floating dock in Hampton Harbor. Since that time, the proposal was expanded to include an option to replace the concrete floating dock with a wooden dock, which will allow the dock to be pulled out of the water in the winter to prolong its life.

With time being of the essence, and the urgency to complete this project prior to the onset of the upcoming commercial and recreational fishing seasons (anticipated to be no later than June 30, 2022), following receipt of the design drawings on March 1, 2022 prepared by AME, the Division contacted three marine contractors to request quotes for replacing the float, piles and concrete dock. The companies contacted were Prock Marine Construction; Riverside and Pickering Marine Contractors; and Pepperell Cove Marine Services, Inc. All of the aforementioned contractors have previously done work at Division property, are familiar with the New England marine environment, and are competent in their field. The Division is still awaiting quotes, however, due to the time constraint with the fishing season rapidly approaching, it is not prudent to wait to seek approval until the April PDA Board meeting.

The Division intends to encumber funds for the contract, if approved, from the Ports and Harbors Fund, the Division's operating account. The Division will request reimbursement of these funds from the State through the Governor's Office for Emergency Relief and Recovery.

Therefore, for the foregoing reasons, the Division requests that the PDA Board waive the RFP requirement and allow the Division to accept the lowest qualified quote, expend the funds from the Ports and Harbors Fund, and to request reimbursement of those funds from the State of New Hampshire through the Governor's Office for Emergency Relief and Recovery. The results and an update of the project will be reported at the April PDA Board meeting.

○ ○ ○ ○ T A K I N G Y O U T H E R E

ph. 603-436-8500

fax: 603-436-2780

www.peasedev.org

MOTION

Director Anderson:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with the lowest qualified bidder for installation of 650' of perimeter security fencing at the Market St. Terminal, funded by a Port Security Grant from the U.S. Department of Homeland Security, and award the contract for the project in an amount not to exceed \$117,546.00, with 75% (\$88,159.50) funded by FEMA and 25% (\$29,386.50) funded by the Division from the Harbor Dredge and Pier Maintenance ("HDPM") Fund; all in accordance with a memorandum from Geno J. Marconi, Division of Ports and Harbors Director, dated March 10, 2022, attached hereto.



PORTS AND HARBORS

To: Pease Development Authority (PDA), Board of Directors
From: Geno J. Marconi, Division Director 
Re: Security Fencing, U.S. Department of Homeland Security Grant
Date: March 10, 2022

In conjunction with a Port Security Grant Award (attached) from the U.S. Department of Homeland Security (FEMA), the Pease Development Authority, Division of Ports and Harbors (the "Division") is in the process of working with the PDA Engineering Department in preparing bid documents for 650' of perimeter security fencing at the Market St. Terminal ("the Terminal"). This long-anticipated project is of vital importance to the Division as it will allow the Division to upgrade the current aged fencing, further securing the Terminal to current standards. The other 2 parts of the Security Grant, Security Lighting and Generators, have been completed. The Security Lighting piece came in well under the allowable amount, while the Generator portion was slightly higher. The FEMA Grant allows funds to be moved around within the Grant to allow for these types of fluctuations.

With that, the FEMA Grant portion allotted for the Security Fencing is \$117,546.00 with 75% (\$88,159.50) funded by FEMA and 25% (\$29,386.50) funded by the Division. The Division received approval (CAP 18-208) from the Capital Budget Overview Committee to expend its portion, \$29,386.50, of the Grant from the Harbor Dredge and Pier Maintenance ("HDPM") Fund.

Along with posting on the PDA and State of NH websites, "Advertisement for Bids" will be placed in the Union Leader, a newspaper with statewide circulation, for 2 days. In order to award the contract, a complete review of the bid submissions will be completed to ensure all requirements of the bid have been met. Per the requirements of the FEMA Grant, funds must be expended by August 31, 2022.

Due to the time sensitivity for the project, and anticipating delays in product availability, the Division recommends and requests that the PDA Board of Directors authorize the Executive Director to complete negotiations and enter into a contract with the lowest qualified bidder, once determined, subject to the availability of funds in the HDPM Fund.

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and finalize Change Order #1 with MAS Building and Bridge of Norfolk, Massachusetts with respect to the Main Wharf Rehabilitation and Modification Project at the Market Street Terminal in an amount not exceed \$708,400, paid from the Ports and Harbors Fund, and to request reimbursement of those funds from the State of New Hampshire through the Governor's Office for Emergency Relief and Recovery; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 10, 2022 attached hereto.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: March 10, 2022
To: PDA Board of Directors
From: Geno Marconi, Division Director 
Subject: Main Wharf Rehabilitation Change Order

The Division of Ports and Harbors (the "Division") advertised the Main Wharf Rehabilitation and Modification Project last year. This long anticipated infrastructure project is vital to the long term viability of the Market Street Terminal in Portsmouth. The project is funded through a U.S. Department of Transportation BUILD Grant with matching funds through a State of New Hampshire Appropriation. The Division held a public bid opening on October 14, 2021, and a low bid of \$11,726,450.00 was submitted by MAS Building and Bridge of Norfolk, MA. The Notice of Award was issued to MAS on December 8, 2021 (attached). On November 22, 2021, after the bid opening, the Division received a Letter of Approval (attached) from New Hampshire Department of Environmental Services (DES) for the Standard Dredge and Fill Wetlands Application. This approval was subject to final approval by the Governor and Executive Council, which was received on February 16, 2022.

The November 22, 2021, DES letter, as approved on February 16th, listed the conditions of the approval. Of concern to the contractor, MAS, is Condition 2, which states that all in-water pile driving shall not occur between April 1 and June 30 to avoid impacts that could adversely affect fish habitat, wildlife habitat, or both.

MAS has expressed that this in-water work restriction, that was not known to them when submitting the bid, will cause delays in the project timeline due to pile driving that cannot be completed before winter months. As a result, it will be more prudent and cost effective to perform the concrete work in the spring of 2023. The Division received an email (attached) from MAS on March 9, 2022 outlining the additional expense, which would be the subject of a Change Order.

The Division intends to encumber funds for the Change Order, if approved, from the Ports and Harbors Fund, the Division's operating account. The Division will request reimbursement of these funds from the State.

Therefore, the Division recommends that the PDA Board of Directors authorize the Executive Director to complete negotiations for a Change Order as outlined in the attached email, in an amount not to exceed \$708,400.00, and to request reimbursement of those funds from the State of New Hampshire through the Governor's Office for Emergency Relief and Recovery.

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

Brenda Therrien

From: Geno Marconi
Sent: Thursday, March 10, 2022 12:57 PM
To: Brenda Therrien
Subject: FW: Portsmouth, NH - PDA BUILD Main Wharf Rehabilitation Project - Pricing Breakdown for Option 1

Importance: High

From: Scott Mercier [mailto:SMercier@masbuildingandbridge.com]
Sent: Wednesday, March 9, 2022 4:54 PM
To: Noah J. Elwood, P.E. <nelwood@appledoremachine.com>
Cc: Geno Marconi <G.Marconi@peasedev.org>; Chris Keppeler <CKeppeler@masbuildingandbridge.com>
Subject: Portsmouth, NH - PDA BUILD Main Wharf Rehabilitation Project - Pricing Breakdown for Option 1
Importance: High

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

Good Afternoon Noah,

As requested, below is the pricing Breakdown for Scenario 1 – Complete In Water Repairs & Existing Wharfs - Push Pile Cap Concrete to April 1st, 2023.

Please note that the Pricing did increase after a few of our Subcontractors re-visited their numbers. Again, MAS and our Subcontractors analyzed this situation to develop an “Order of Magnitude” based on what we know now. The breakdown below does not include any OH&P. Depending on which way the PDA decides to proceed, we can determine the best way to move the Project forward . We are available to discuss this further at your earliest convenience.

Thank you

SM

Portsmouth, NH - Build Main Wharf Rehabilitation Project
Order of Magnitude - Permit Delay Costs

Scenario 1 - Complete In Water Repairs & Existing Wharfs - Push Pile Cap Concrete to April 1st, 2023

Substantial Completion - October 23rd, 2023

Final Completion - December 8th, 2023

MAS Building and Bridge		Price	Notes	MAS Extended Management Breakdown for Year 2023			
				PM	ENG	SUP	
Superintendent		\$ 149,022.72	April 2023 through December 2023	0.5	0.5	0	
Engineer		\$ 58,808.64	April 2023 through December 2023	0.5	0.5	0	
Project Manager		\$ 80,115.20	April 2023 through December 2023	0.5	0.5	0	
Insurance		\$ 27,420.00	\$2285 / mo - Dec 22 to Dec 23	0.5	0.5	0	
Loader (Support Equip)		\$ 36,000.00	Full Time April to December	0.5	0.5	0	
Equip Mobe in/out		\$ 1,500.00		0.25	0.5	0	
Operator (Support)		\$ 67,320.00	April 2023 through December - Assume 1/2 Time	0.25	0.5	1	
Trailer & Storage Box Rentals		\$ 6,000.00	\$500 / mo, Dec 22 to Dec 23	0.25	0.5	1	
Electric		\$ 3,000.00	\$250 / mo, Dec 22 to Dec 23	0.25	0.5	1	
Schedule Submissions		\$ 9,000.00	\$750 ea.	0.25	0.5	1	
Formal TIA Schedule Submission		\$ 2,500.00		0.25	0.5	1	
Labor Rate Increases		\$ 5,000.00	PLUG	0.25	0.5	1	
Fuel Increase		\$ 5,000.00	PLUG	0.25	0.5	1	
		\$ 450,686.56					
TOTALS				4	6	8	

HL Patten	Price	Notes
Delay Expenses	\$ 160,000.00	Pricing Includes - Estimated Labor and Fuel Increases, Increase in pricing for formwork rentals, Extended Management in 2022 (which would have been concurrent with other work), Equipment rental increases, Doubled handling of rebar and protection through 4/2023
	\$ 160,000.00	

HB Flemming	Price	Notes
New Trestle materials	\$ 80,000.00	Trestle Material needs to be on another Project 9/1/22
	\$ 80,000.00	* Does not include Credit for Pipe Pile

TRM Concrete	Price	Notes
Added Mobilization for Infill Slab in 2023	\$ 7,700.00	Remobilization Costs, Trucking of Screed, Handling, Employee Travel / Lodging - For Both Infill Rebar and Slab Placement
	\$ 7,700.00	

Pepperrell Cove Marine	Price	Notes
Mobe / Demobe	\$ 10,000.00	Cannot complete Jackets until soffit formwork is stripped for Pile Caps, Will need to Remobilize - Estimated Costs for equipment demobe and remobe
	\$ 10,000.00	

SCENARIO 1 TOTAL \$ 708,386.56

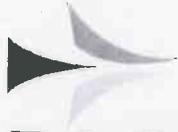
Scott Mercier
Project Manager

MAS Building and Bridge, Inc.
18 Sharon Ave
Norfolk, MA 02056
Office – (508) 520-2277 x 108
Cell – (508) 918-3133
Fax – (508) 520-2276

MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director, to negotiate and finalize an agreement with Granite State Minerals for the installation of a mooring bollard on Division of Ports and Harbors’ property located at 315 Market Street, contingent upon approval received by the Governor and Executive Council; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 9, 2022 attached hereto.

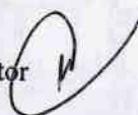


PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: March 9, 2022
To: PDA Board of Directors
From: Geno Marconi, Division Director 
Subject: Granite State Minerals Bollard Installation

The Division of Ports and Harbors (the "Division") received a request from Granite State Minerals ("GSM") to install a mooring bollard on Division property at 315 Market Street adjacent to the Isles of Shoals Steamship Company for the purpose of improving the safety of ships secured to the wharf located at 227 Market Street (227) on the attached lot plan. The lot line between Division property and 227 extends out to the shore line close to the 227 wharf. The 227 property is owned by the David Mahoney Trust and is leased by Granite State Minerals. The Granite State Minerals lease expires August 31, 2040.

The large ships that dock at 227 extend the bow of the ship beyond the face of the wharf and require that the bow lines be secured shore side as shown on the attached aerial photo with a ship super imposed on it. The location of the bollard is to achieve a purchase (angle) of the bow lines to maximize efficiency without interfering with operations at the Isles of Shoals Steamship Company. This area of Division property is currently of no functional use to the Division. The Division views this project as a navigation safety improvement project to protect property and the public by increasing the efficient mooring of the ship and thereby reducing the risk of mooring failure. Additionally, the bollard would be available for Division use in emergency circumstances.

Therefore, the Division recommends that the PDA Board of Directors authorize the Executive Director to complete negotiations with GSM, and after approval by the Governor and Executive Council, enter into an agreement with GSM consistent with the following terms and conditions:

PURPOSE: The construction, installation, use and maintenance of an eighteen (18) foot by eighteen (18) foot concrete and steel pad with a bollard for the mooring of marine vessels docked at 227 Market Street

TERM: Commencing September 1, 2022 and expiring at the end of day August 31, 2040 or upon any termination of the lease of 227 Market Street. In accordance with RSA 12-G:8, V, any term greater than seven (7) years requires approval of Governor and Executive Council.

MAINTENANCE: Granite State Minerals shall have the bollard inspected by a professional licensed engineer at a period of no more than five (5) years and is responsible for all maintenance costs of maintenance.

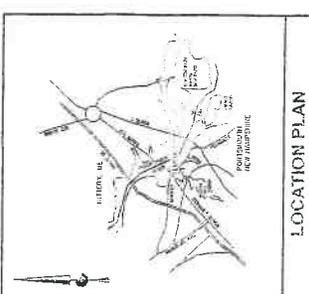
FEES: All costs for design, engineering, construction and maintenance shall be borne by Granite State Minerals.

○○○○ TAKING YOU THERE

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fax: 603-436-2780

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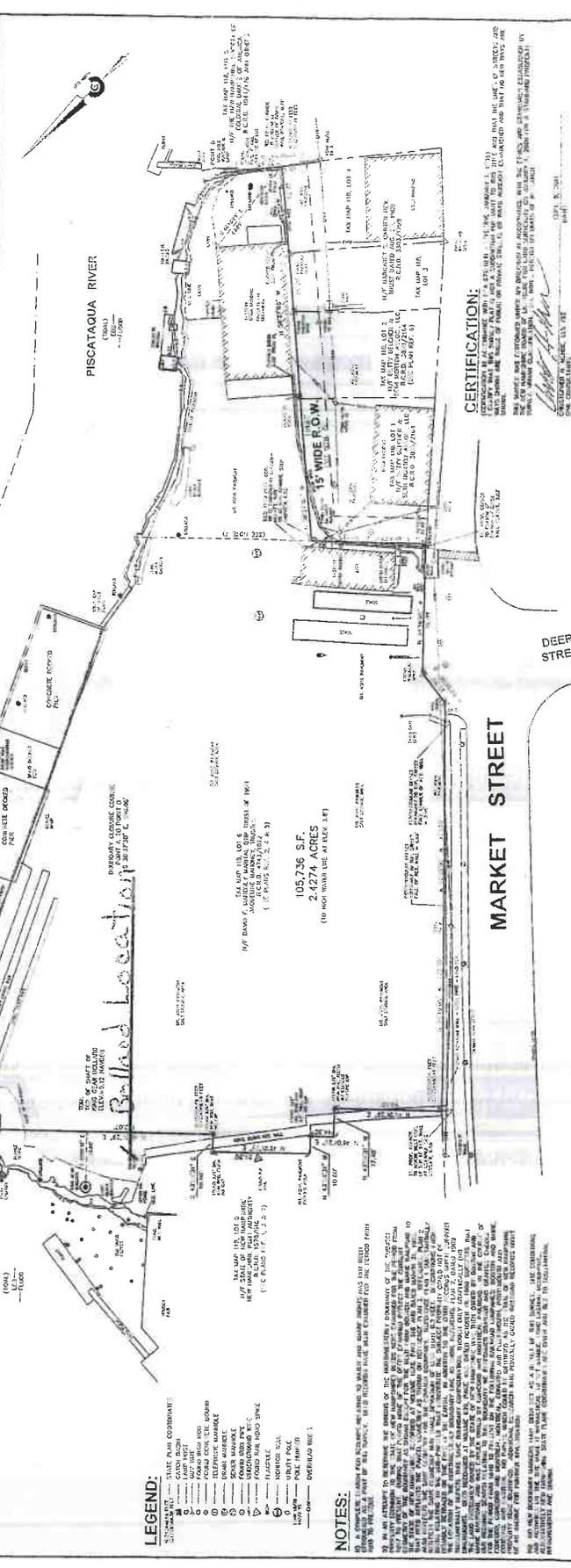


REFERENCE PLANS:

1. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.
2. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.
3. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.
4. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.
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9. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.
10. MAP OF PORTSMOUTH, NH - DISTRICT AND WARD BOUNDARIES TO THE NEW HAMPSHIRE STATE PLANNING AND ZONING DEPARTMENT, 1988.

NOTES:

1. THIS WORK WAS PREPARED FOR THE CLIENT BY THE CONSULTANT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE CONSULTANT HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE SUITABLE FOR THE PROPOSED DEVELOPMENT.
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CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the foregoing is a true and correct representation of the facts as shown on the plans and maps hereon filed, and that the same conform to the provisions of the laws of the State of New Hampshire, and that the same have been prepared by me or under my direct supervision and control, and that I am a duly licensed Professional Engineer in the State of New Hampshire.

DATE: 10/15/88
 ENGINEER: [Signature]

BOUNDARY PLAN OF LAND OF THE DAVID F. MAHONEY MARITAL QTIP TRUST OF 1989
 PREPARED FOR GRANITE STATE MINERALS, INC.
 227 MARKET STREET, PORTSMOUTH,
 ROCKINGHAM COUNTY, NEW HAMPSHIRE 03801

TAX MAP 119, LOT 06

SHEET NUMBER: **B1**

SCALE: 1" = 100'

DATE: 10/15/88

PROJECT # 37-189.02

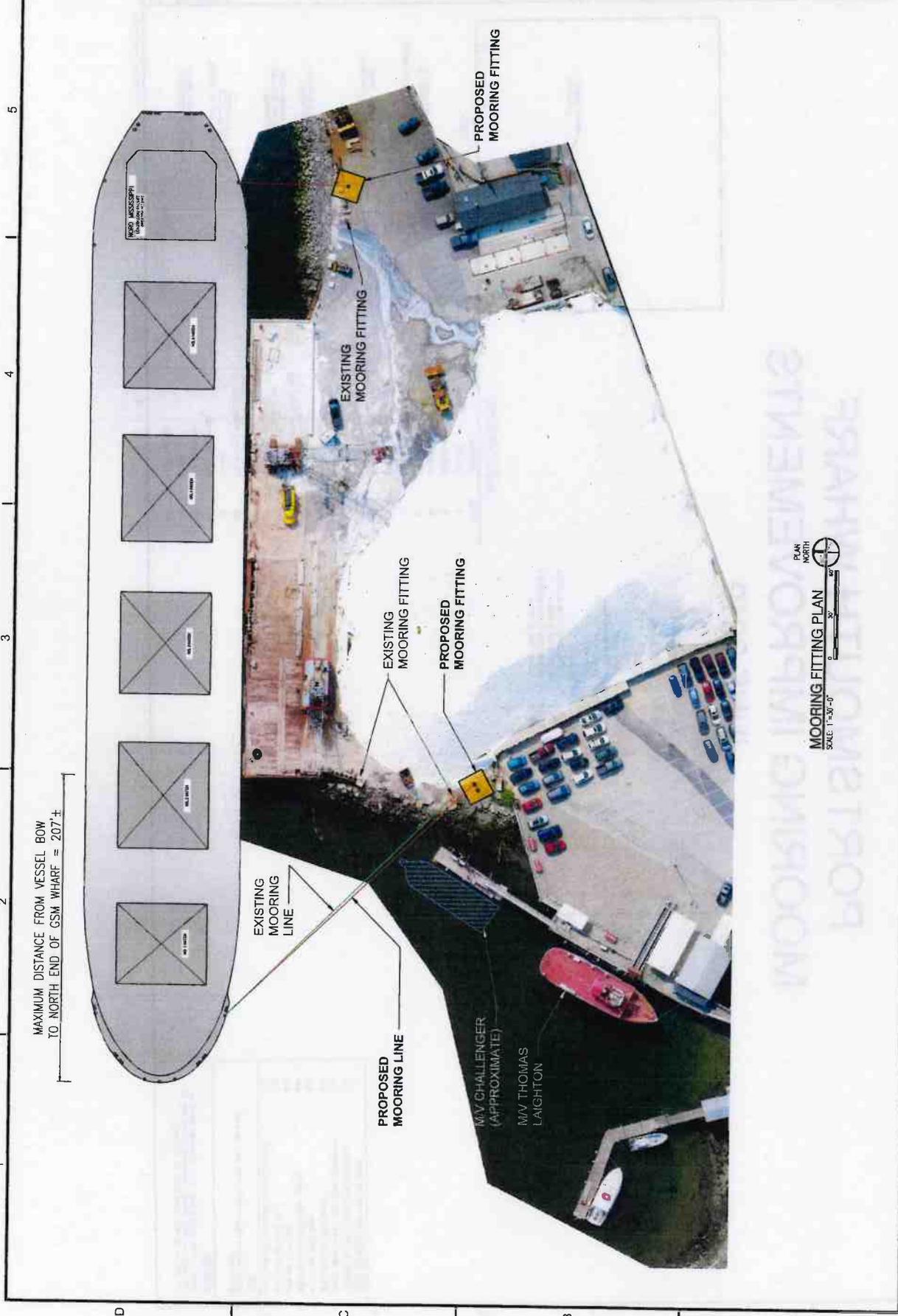
DATE STAMP: 10/15/88 10:15 AM GRANITE STATE MINERALS, INC. 227 MARKET STREET, PORTSMOUTH, NH 03801

NO.	REVISIONS	DATE	BY	DATE	FILED	BOOK	RECORDS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

GRAPHIC SCALE: 1" = 100'

CONSULTANTS: [Firm Name]

GRANITE STATE MINERALS PORTSMOUTH, NEW HAMPSHIRE MOORING IMPROVEMENTS MOORING FITTING PLAN		PROJECT No. 1512 DATE 08/15/2014 DRAWN BY [Name] CHECKED BY [Name]	
REVISIONS NO. DESCRIPTION DATE		ENGINEER DATE PROJECT NO.	



MAXIMUM DISTANCE FROM VESSEL BOW
 TO NORTH END OF GSM WHARE = 207' ±



CHECKING SCALE BEFORE USING

SHEET 1 OF 1

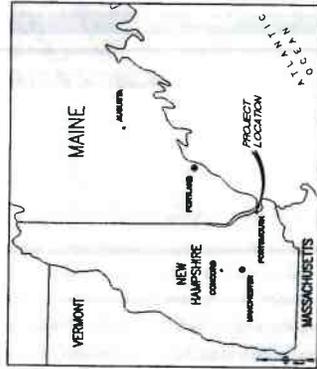
GRANITE STATE MINERALS

Portsmouth, New Hampshire

PORTSMOUTH WHARF

MOORING IMPROVEMENTS

JUNE 2019



VICINITY MAP
N.T.S.

CONTRACT DRAWING LIST

SHEET NO.	DRAWING TITLE
G-001	TITLE SHEET
G-101	GENERAL NOTES
G-102	LOCATION PLAN
G-103	MOORING LOTS
G-104	STRUCTURAL
S-101	MOORING FITTING B1 PLAN & SECTIONS
S-102	MOORING FITTING B1 DETAILS
S-103	MOORING FITTING B2 PLAN & SECTIONS
S-104	MOORING FITTING B2 DETAILS

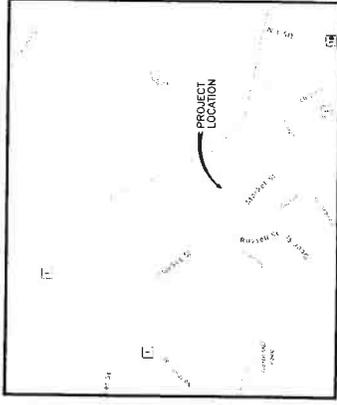
ABBREVIATIONS

APPROX	APPROXIMATE
Ø	DIAMETER
□	BASELINE
EA	EACH
EL	ELEVATION IN FEET
EQ	EQUALLY
IN	INCH(S)
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MPH	MILES PER HOUR
NAVDB	NATIONAL VERTICAL DATUM 1988
NTS	NOT TO SCALE
OC	ON CENTER
PK	POINT KNOWN
PSF	POUNDS PER SQUARE FOOT
SQ	SQUARE
SSP	STEEL SHEET PILE
T&B	TOP & BOTTOM
TYP	TYPICAL
VF	VERIFY IN FIELD

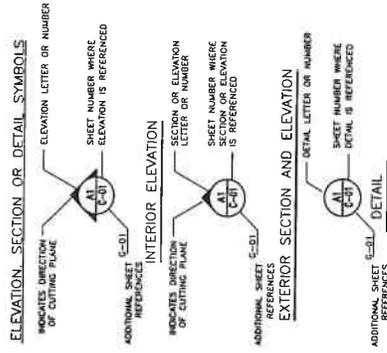
TIDE DATUMS: (1988-2001 TIDE EPOCH)	12.7'
ESTIMATED 100-YEAR FLOOD ELEVATION (ELEVATED)	12.5'
HIGHEST OBSERVED WIND LEVEL (FORM) (02/07/1939)	9.6'
HIGH TIDE (FORM)	6.4'
HIGH WATER (FORM)	4.6'
MEAN HIGH WATER (FORM)	3.2'
MEAN LOW WATER (FORM)	0.0'
LOWEST OBSERVED WIND LEVEL (FORM) (11/29/1955)	-3.1'

NOTE: INFORMATION PROVIDES VESSEL MAKES, WHICH CAN AFFECT COORDINATION.

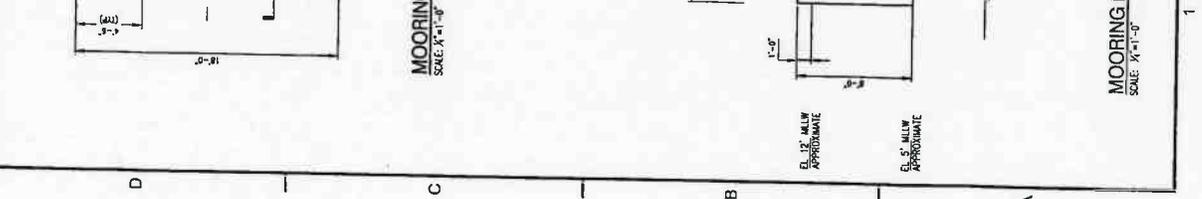
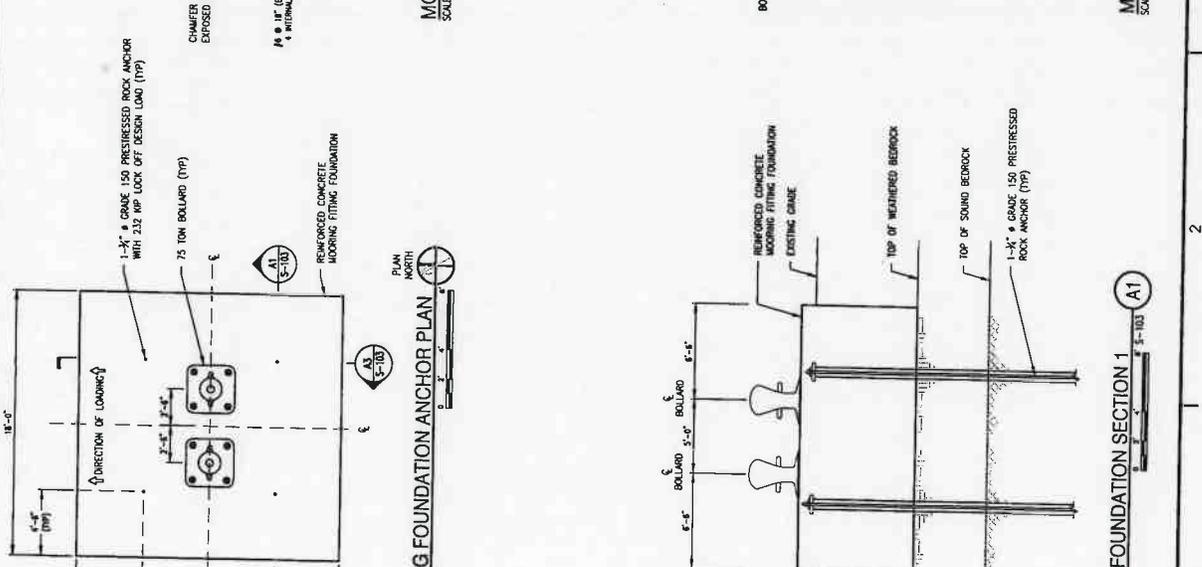
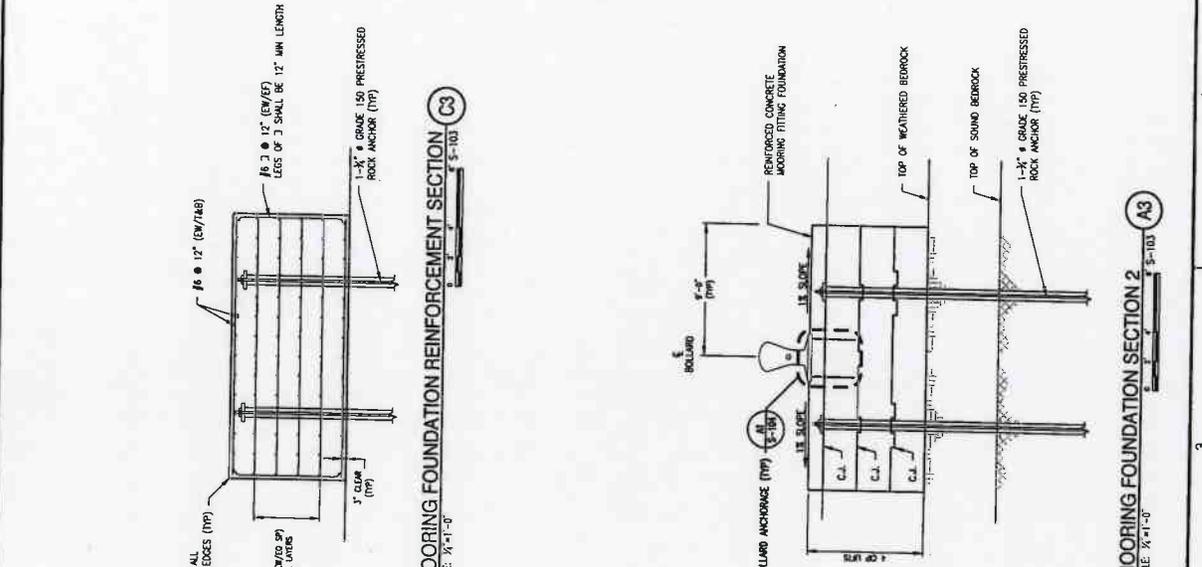
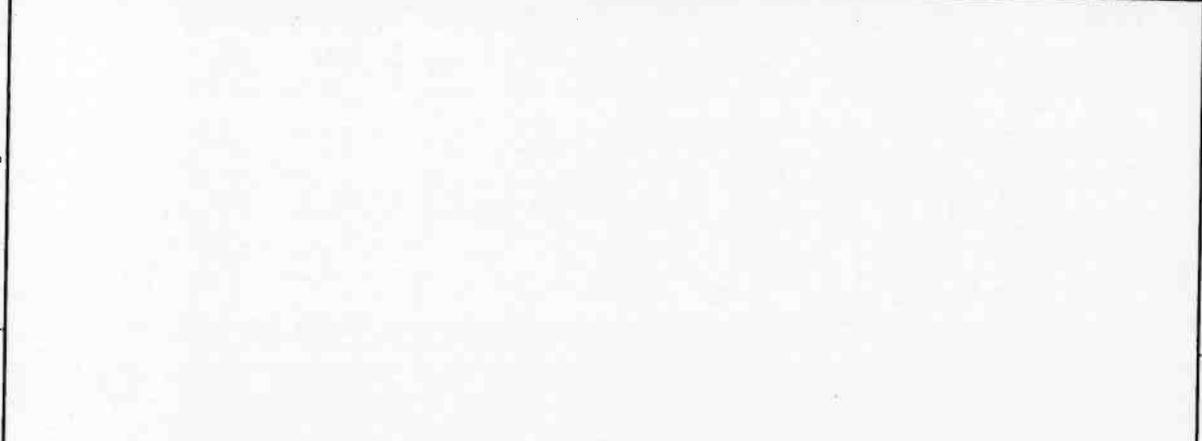
REFERENCE: PORTSMOUTH WHARF, PORTSMOUTH, NEW HAMPSHIRE, 1988-2001 TIDE EPOCH (DATUM & APPROXIMATE) FROM SITE AND TIDE DATA NOT DERIVED FROM ACTUAL SITE CONDITIONS.



LOCATION MAP
N.T.S.



		APPODOROS MARIN ENGINEERING, LLC 100 STATE ST. SUITE 2 PORTSMOUTH, NEW HAMPSHIRE 03801 PRESIDENT: MICHAEL J. BLAWIE	GRANITE STATE MINERALS PORTSMOUTH, NEW HAMPSHIRE MOORING IMPROVEMENTS TITLE SHEET
REVISIONS NO. DATE DESCRIPTION BY	PROJECT NO. 5242 SHEET NO. 1 OF 8 DATE 06/19/19	G-001	SHEET 1 OF 8



MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: March 3, 2022
Re: Special Event

I am pleased to report on the following special event:

- A. March 12, 2022 – Millennium Running will be holding a 5k / 10k Road Race and its PDA venue partner is 200 International Drive.



Millennium Running
138 Bedford Center Ro
Bedford, NH 03110
www.millenniumrunning.com

February 8, 2022

Mr. Paul E. Brean, Executive Director
Pease Development Authority
36 Airline Avenue
Portsmouth, NH 03801

Dear Mr. Brean,

Millennium Running is writing to seek official approval from the Pease Development Authority to host the 2022 St. Patty's 5k/10k on March 12, 2022 at 10:00 AM.

The St. Patty's 5k & 10k has a start and finish at 200 & 222 International Blvd and will be run entirely within the Pease Tradeport. All permissions have been granted by our venue partner's ownership and management group as well as the appropriate applications have been submitted to the City of Portsmouth.

The course map can be viewed at <https://www.mapmyrun.com/routes/view/4849203976>

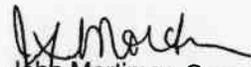
Just as we do for our 2 dozen signature events annually and for over 100 events previously, we will work in complete cooperation with our local municipal Police and Fire Departments and venue partners to ensure a safe event.

This event will be making charitable donations to our official charity of the New England Heart Institute as well as the Cross Country / Track & Field Booster Clubs from Exeter High School and Winnacunnet High School. To date, Millennium has distributed over \$1.1 Million to local organizations from our signature events. We look forward to producing safe, first-class events for our running community while raising funds for our charitable partners.

Further information on the race can be found at <http://www.millenniumrunning.com/stoattys> or by contacting me directly with any questions and/or concerns.

Thank you for your support of our event and the running community!

Thank you,


John Mortimer, Owner
Millennium Running

February 11, 2022

John Mortimer
Millennium Running
138 Bedford Center Rd.
Bedford, NH 03110

Re: Right of Entry for Use of Road Network for Saturday March 12, 2022

Dear John:

This letter will authorize Millennium Running with an address of 138 Bedford Center Rd., Bedford, NH 03110 and /or any agent or contractor to enter upon and utilize a portion of the road network situated on the Pease International Tradeport as shown as the route on the attached Exhibit A (the "Premises") for a period of 10 hours commencing at 7:00 a.m. March 12, 2022 for the purpose of sponsoring, managing and overseeing a 5K / 10K road race. This Right of Entry will expire at 5:00 p.m. on March 12, 2022 unless **otherwise extended** by written agreement of Millennium Running and the Pease Development Authority.

This authorization is conditioned upon the following:

- 1) Millennium Running's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Millennium Running 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 Millennium Running's use of the Premises or the conduct of activities or the performances of responsibilities under this authorization. Millennium Running further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Millennium Racing's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.
- 2) Millennium Running understands and agrees that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and is believed to spread mainly from **person-to-person** contact. It

Re: Right of Entry for Use of Road Network for Saturday March 12, 2022

is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. COVID-19 may cause damages, personal injury, illness, permanent disability, and death. Millennium Running ACKNOWLEDGES the contagious nature of COVID-19 and ACCEPTS the risk that it, their employees, agents, patrons, contractors, volunteers, or invitees, may be exposed to or infected by COVID-19 by participating in the event permitted by this Right-of-Entry. Millennium Running, therefore, agrees to utilize safety precautions consistent with applicable public health recommendations, and that the Pease Development Authority has no such obligation with respect to the event because it is not the event sponsor, organizer, or administrator.

- 3) Millennium Running and any agent or contractor of Millennium Running obtaining and providing to the Pease Development Authority at least 20 days before the event satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as additional insured which shall cover the Pease Development Authority to the same extent as the named insured and not subject it to any different or additional terms, conditions, limitations or exclusions.

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 Millennium Running which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days prior written notice by registered mail to the Pease Development Authority; (iii) provide that the insurer shall have no right of subrogation against the Pease Development Authority; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by the Pease Development Authority.

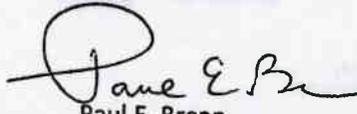
- 4) Millennium Running shall be responsible for obtaining permission from PDA tenants for use of additional space for vehicle parking, race check-in, and other related activities. Millennium Running shall provide the Pease Development Authority with copies of permission letters (or emails) from PDA tenants who have granted Millennium Running access to and use of their premises during the term of this Right of Entry, at least 20 days prior to the event.
- 5) Millennium Running's agreement herein that this letter of authorization does not constitute an exclusive interest in the Premises.
- 6) Millennium Running's agreement to secure all necessary State and/or local permits prior to the road race.
- 7) Millennium Running's agreement to limit the number of participants, including runners and walkers, to no more than 2,000 participants.

Re: Right of Entry for Use of Road Network for Saturday March 12, 2022

- 8) Millennium Running's agreement to provide traffic control at all the intersections being used and to coordinate with the City of Portsmouth on such traffic control measures.
- 9) Millennium Running's agreement to coordinate the management of the road race with appropriate local law enforcement officials and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event participants and spectators.

Please indicate by your signature below Millennium Running's consent to, and agreement with, the above terms and return the same to me with evidence of insurance as required.

Very truly yours,


Paul E. Brean
Executive Director

3/9/2022

Agreed and accepted this 11 day of February, 2022

Millennium Running

By: 
Print: John Mortimer
Title: Owner

2/11/22 8:27 AM

St Patty's 5K/10K 2022 - MapMyRun



MAPMYRUN

PORTSMOUTH, NH, UNITED STATES

3.00 mi 15:21

ST PATTY'S 5K/10K 2022

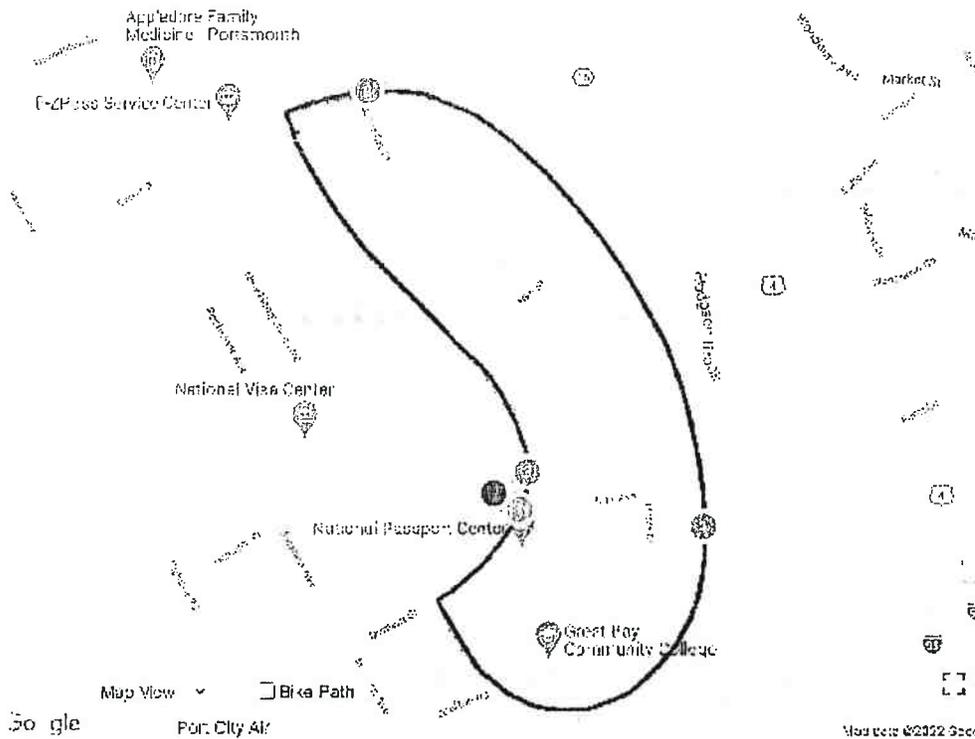
BOOKMARK

LOG WORKOUT

ADD TO WEBSITE

SHARE

MORE



ELEVATION (FT)

START	MAX	GAIN
82 ft	105 ft	114 ft