

Place: 55 International Drive –Board Conference Room  
Watch Meeting Via Live Stream: [https://townhallstreams.com/towns/pease\\_dev\\_nh](https://townhallstreams.com/towns/pease_dev_nh)

**BOARD OF DIRECTORS' MEETING**

**AGENDA**

- I. Call to Order / Roll Call:**
  - II. Acceptance of Meeting Minutes: Board of Directors' Meeting of October 20, 2022 \* (Lamson)**
  - III. Public Comment:**
  - IV. Committee:**
    - A. Reports:
      - 1. Golf Committee \*
        - A. Approvals:
          - i. Approval of Cancellation Policy \* **(Anderson)**
          - ii. Approval of Golf Cart Policy / Single Rider \* **(Fournier)**
      - 2. Finance Committee \*
- V. Old Business:**
  - A. Approvals:
    - 1. Executive AirDock, LLC – 5, 7, 19 & 21 Hampton Street - Site Review Extension \* **(Parker)**
    - 2. Skyhaven Airport Ramp Construction Project – AIP Fund Transfer regarding NH Department of Transportation Approval Agreement for Transfer of Entitlements to Claremont Municipal Airport \* **(Ferrini)**
- VI. Finance:**
  - A. Executive Summary \*
  - B. Reports:
    - 1. FY2023 Financial Report for the Three Month Period Ending September 30, 2022 \*
    - 2. Cash Flow Projections for the Nine Month Period Ending July 31, 2023 \*
- VII. Licenses/ROEs/Easements/Rights of Way:**
  - A. Report \*:
    - 1. C&J – Right of Entry – 42 Durham Street; 47 Durham Street and Hampton Street for Valet Parking \*
  - B. Approvals:
    - 1. Unitil - Granite State Gas Transmission Licenses – Bean Hill and Ball Fields \* **(Parker)**
    - 2. PlaneSense – 105 Flightline Road – Right of Entry Extension \* **(Anderson)**

3. Skyhaven Flying Club – Flight Simulator – Right of Entry \* **(Fournier)**
4. Pease Greeters - Troop Flight Welcome Activities – Right of Entry \* **(Lamson)**
5. USDA / WS Wildlife Control Proposal at Airports \* **(Ferrini)**

**VIII. Leases:**

- A. Approval:
  1. 25, 29 Retail, LLC – Lease Amendment \* **(Lamson)**

**IX. Contracts:**

- A. Report \*:
  1. VHB – On-call contract extension – Option Exercise

**X. Signs:**

- A. Approval:
  1. City of Portsmouth - Wastewater Treatment Plant – 135 Corporate Drive \* **(Anderson)**

**XI. Executive Director:**

- A. Reports:
  1. Golf Course Operations \*
  2. Airport Operations \*
    - a) Portsmouth International Airport at Pease (PSM)
      - (i) NH Air National Guard – Proposed Land Swap \*
      - (ii) Email regarding Allegiant Flight from Portsmouth International Airport at Pease \*
    - b) Skyhaven Airport (DAW)
    - c) Noise Line Report
      - (i) October, 2022 \*
- B. Approvals:
  1. Bills for Legal Services \* **(Ferrini)**
  2. Annual Leave Buy Back \* **(Fournier)**

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

- A. Approvals:
  1. Granite State Minerals – Deferment of Minimum Annual Guaranteed Revenue Payment \* **(Parker)**
  2. Bulk Fuel Deliveries – NAS Fuels, LLC dba Atlantic Fuels, Inc. \* **(Lamson)**
  3. Bulk Fuel Deliveries – Broco Oil Inc. \* **(Fournier)**
  4. Initial Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates \* **(Anderson)**

**XIII. New Business:**

**XIV. Special Event:**

**XV. Upcoming Meetings:**

Noise Compatibility Committee	December 8, 2022 @ 6:30 p.m.
Board of Directors	December 15, 2022 @ 8:30 a.m.

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

**XVI. Directors' Comments:**

**XVII. Adjournment:**

**XVIII. Press Questions:**

**XIX. Consultation with Legal Counsel (NH RSA 91-A:2, I (b))**

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

MOTION

Director Lamson:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on October 20, 2022.

N:\RESOLVES\2022\Approve Minutes 10-20-22 (11-17-2022).docx



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

**Thursday, October 20, 2022**

**Presiding:** Stephen M. Duprey, 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; Michael R. Mates, Director of Engineering; Suzy Anzalone, Finance Director; Geno Marconi, Division of Ports and Harbors ("DPH") Director; Grant Nichols, Asst. Director of DPH; Scott DeVito, Pease Golf Course General Manager; Jessica Patterson, IT Administrator; Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance; Chasen Congreves, Manager of Airport Administration and Raeline A. O'Neil, Legal Executive Assistant

**I. Call to Order / Roll Call:**

Chairman Duprey ("Duprey") called the roll and all Directors were in attendance; the meeting commenced at **8:38 a.m.**

**II. Acceptance of Meeting Minutes: Board of Directors' Meeting of September 15, 2022**

Director Anderson moved the motion and Director Ferrini seconded to **approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, September 15, 2022.**

Discussion: Director Lamson ("Lamson") stated while the minutes reflect the letter Sue Reynolds of Rye Harborside provided to the Board, Lamson requested that the actual letter be appended to the September meeting minutes.

Director Ferrini moved the motion and Director Parker seconded to **amend the motion to reflect that the minutes append the letter from Sue Reynolds dated September 1, 2022.**

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

**III. Public Comment:**

**Representative Jackie Cali-Pitts** ("Cali-Pitts) – Portsmouth – Spoke to stopping Million Air from putting the gasoline tanks in the wetlands. Cali-Pitts spoke to her concern of the water at Pease and stated not if, but when, there is a leak it going from Hodgdon Brook into North Mill Pond. Water is a finite resource and at any given time there could be a problem with water. Cali-Pitts requested the Board wait until the appeal (Wetlands) has been heard and thorough studies performed. Further asked in the meantime something could be worked around so the project does not have to cross the wetlands. Indicated she studied maps and while there is a way around, it is not convenient, but there is a way.

**Dania Seiglie** (“Seiglie”) – Spoke to being in opposition to the fuel farm proposed by Million Air and it is their only vested interest to protect the drinking water and to move Million Air to another site. Spoke to the likely impact this project will have on the downstream water quality, as well as impact in and around the Pease site itself. The Wetlands Council has been urged to stop the process and suggested there are safer sites available at Pease. Expressed concerns of a 90,000 gallon fuel tank being buried 100' from sensitive wetlands and that Million Air’s plans underestimate the actual wetlands’ size by more than 50% per a 2017 study. Seiglie spoke to the site not being adequate in size to allow emergency equipment to react quickly and effectively in the event a chemical spill occurs and that the wetlands are connected to the North Mill Pond by Hodgdon Brook (from there contamination could reach the Piscatqua River). She also spoke to a road through the wetlands and stated Million Air has dismissed environmental concerns. Seiglie stated they are not about stalling business, rather pro-business, as have suggested an alternative site for the project. Reminded the Board they represent PDA but also NH and urged the Board not to be bullied by a private jet conglomerate.

**Roger Wiegley** (“Wiegley”) – Spoke to the requirement that PDA obtain approval from FAA before commencement of the FBO operations. Indicated that every airport is required to have an FAA approved Layout Plan. Further stated PSM has an Ultimate Layout Plan dated February 2020 which shows the proposed FBO facility (fuel farm, facility and access road) which does not appear to have been [FAA] approved. Requested and received communications between PDA and FAA concerning a Layout Plan since 2010. Wiegley stated in 2021, PDA submitted changes to the 2010 Airport Layout Plan, but in its cover e-mail only described a building leftover from the Air Force that PDA was proposing to remove. FAA acknowledged receipt of the proposed changes to the Layout Plan and responded it has no authority under Part 163 to approve or disapprove the changes. Wiegley indicated prior to 2018, every change to an Airport Layout Plan had to be approved by the FAA; with the adoption of Part 163 it states FAA only has authority to approve Airport Layout Plan changes if there are safety issues or risk of a detrimental effect on federal investment in the airport. Wiegley spoke to the wording of the cover e-mail and stated under FAA internal guidance, any airport change which involves the movement or parking of aircraft raises safety issues. Further, the risk of detrimental effect on the federal investment would be the almost \$100 million the Air Force has performed in environmental reclamation. Wiegley stated in his opinion, the changes in the 2021 Airport Layout Plan submitted to the FAA, have to be approved by FAA. This would include a review under the National Environmental. Felt with Pease’s history, either an impact statement or an assessment would be performed, to include all federal / state agencies having an interest in environmental effects, not just the wetlands. Wiegley stated PDA should resubmit or alert the FAA that the 2021 Layout Plan proposed FBO facilities, fuel farm and access road.

**IV. Committee:**

**A. Report:**

**1. Audit Committee**

The Audit Committee previously scheduled for Monday, October 17, 2022, had been canceled.

**V. Old Business:**

**A. Report:**

**1. Aviation Avenue Group LLC – 100 New Hampshire Avenue – Presentation  
(See Materials at V.B.1.)**

John Stebbins and John Kane spoke to this being the fourth time they have been before the Board with its initial investigation into air cargo and distribution. The intent pivoted in approximately June with the



removal of Hangar 277 location from the option. They investigated non-aeronautical uses on 100 New Hampshire Avenue and non-cargo uses on the North Apron; during that time the focus has been refined. Have explored the market for potential tenants, engaged expert consultants and held discussions with potential end users. As a result, not pursuing air cargo or traditional distribution at either location. Further, have been unable to locate an end user tenant for development on the North Apron and therefore have requested to terminate that Option Agreement.

Are focusing its efforts on the 100 New Hampshire Avenue location with advanced manufacturing (reshoring of manufacturing which had gone overseas) taking advantage of new technologies / robotics so the processes are less labor intensive. The logistics business of shipping from overseas has become problematic, putting pressure on companies to manufacture goods in the United States. There have been a number of projects on the construction side where there are large facilities heavily mechanized, with fewer and more highly compensated employees, these are the tenants who are interested in this project.

Kane spoke to going out to the market nine months ago with this site and that life sciences from Massachusetts have pushed a lot of distribution manufacturing in their direction; most all of the users have been from the Massachusetts area. Most users want to see the development / building underway (risk adverse). Kane spoke to the various phases; determined there is plenty of demand and are requesting to move forward.

Duprey stated the developers are going to build a spec manufacturing building and those who were worried about air cargo can breathe easy. Developers are asking to terminate the option for the North Forty and to partially terminate the other option by only doing the 100 NH and not 7 Lee Street. Duprey stated there is no wetland impact, no adverse impact, and a traffic study has been performed.

Director Anderson ("Anderson") asked pending any approval what would the developers anticipate for timing. Stebbins indicated there is approximately six months left to the approval process, after approvals then would be design and approximately late spring / early summer before breaking ground with a completion date of twelve months out (2024). Anderson asked how long after that did the developers anticipate having a sufficient commitment from tenants; Kane indicated if the building were up now it would be leased, but the end users they have had discussions with think about four months out.

Lamson asked the number of employees at this facility; Stebbins indicated they are unsure at this time. Patrick Crimmins of Tighe & Bond, civil engineers for the project, stated the parking has been designed with 147 parking spaces (which is 1 space per 2,500 sq. ft.).

Director Fournier ("Fournier") stated the number of jobs at this facility would be less than any of the concepts discussed before; Stebbins affirmed. Fournier indicated jobs were lost.

**B. Approval:**

- 1. Aviation Avenue Group LLC – 100 New Hampshire Avenue – Concept Approval and Amendment of Option Agreement**

Director Fournier moved the motion and Director Levesque seconded that the Pease Development Authority Board of Directors approves the concept plan for 100 New Hampshire Avenue as submitted by Aviation Avenue Group LLC for the development at 100 New Hampshire Avenue, and authorizes the Executive Director to execute any and all documents necessary to amend the Option Agreement

between the PDA and Aviation Avenue Group LLC by terminating the agreement as it relates to 7 Lee Street, and to refund a pro rata share of the remaining option payment to Aviation Avenue Group LLC consistent with the amendment and partial termination; all in accordance with the memoranda of Paul E. Brean Executive Director dated October 13, 2022, and Michael R. Mates, Engineering Manager, dated October 13, 2022.

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

## 2. North Forty Group LLC – Termination of Option Agreement

Director Lamson moved the motion and Director Anderson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to execute any and all documents necessary to terminate the PDA’s Option Agreement with North Forty Group LLC, and to return a pro rata portion of the Option Agreement payment for the remainder of the current option term; all in accordance with the memorandum from Paul E. Brean, Executive Director, dated October 13, 2022.

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

## IV. Finance:

### A. Executive Summary

Suzy Anzalone (“Anzalone”), Finance Director, spoke to the Executive Summary and stated there are no significant issues found during the first two months regarding the financial report that would challenge the budget. From a cash flow perspective there are no issues. Anzalone further indicated there are capital projects forecasted in the near future and does not anticipate any funding issues.

Anzalone briefly spoke to the adoption of GASB 87 and stated within the financial report it allows PDA to capture the value of all of its leases. This is seen in accounts receivable net and in non-current assets representing the present value of the cash flow expectations for all current / active leases and option periods. Further, under deferred inflows of resources is lease revenue representing the present value of all the revenue that PDA expects to get over the lifetime of the current leases and option periods.

Ferrini asked if the standard being adopted has a specific present value calculation percentage that must be adhered to, or is it market driven – how does it work? Anzalone stated the standard present value and the interest rate used was 3%.

Anzalone stated with GASB all of the leases are considered financing leases so they will be a regular revenue component and interest component.

Duprey asked if GASB helps; Anzalone stated it looks at all of the active leases and what expectations may be for the future active leases by putting a dollar value on it.

Lamson asked of utilities and where PDA stood; Anzalone indicated utilities (the electricity supply portion) are not being renewed at this time. Further she indicated she is working with the state to see if PDA can piggyback off the State’s contract. PDA will not start looking until sometime in February or March leaving it to float for a while. Anzalone indicated if PDA were to renew now, it would most likely get into a higher supplier rate for a period of time.



Director Parker (“Parker”) asked how businesses handle / plan for the skyrocketing utility rates to meet the demands. Fournier spoke to the Town of Newmarket’s budget ending in June 2024 and the need to try to predict energy costs out to then, ultimately it means there may be a need for necessary budget cuts if energy continues to go up.

Parker asked who Pease looks to as a source for credible information that will give us some hints on what the future will portray. Duprey spoke to the Administrative Services who buys fuel for the entire state as well as brokers shopping forward deals etc.

**B. Reports:**

1. **FY2023 Financial Report for the Two Month Period Ending August 31, 2022**
2. **Cash Flow Projections for the Nine Month Period Ending June 30, 2023**
3. **Audit Summary and GASB 87 – Presentation by Berry Dunn**

Anzalone introduced Robert Smalley (“Smalley”) and Katie Balukus (“Balukus”) from Berry Dunn who provided highlights of the audit.

Smalley said coming out of the pandemic, its effects are uncertain. Smalley commended Anzalone and the Finance Department on the work performed as it was not a regular audit year. There were no audit adjustments; shows a great effort. Spoke to a monumental change this year and the incorporation of additional liabilities along with of pensions and OPEB. Further PDA benefited by GASB as it was able to put on receivables to offset liabilities which shows an accurate, strong, position. Further spoke to no corrected statements, no internal control findings and the fact that there were so many moving parts which challenged the Finance Department. Smalley spoke to new software and the lease functions it can perform and how leases are treated as debt.

Smalley spoke to the increase in assets and inflows which help to portray the financial picture for Pease, while the assets may not be the exact fair market value, it is close. He further spoke to interest income component and that the fiscal year 2021 GASB adjustment had a positive impact for Pease which is indicated in the net position (equity).

Fournier asked how much unrestricted net position / fund balance should PDA have or should it hold; Brean indicated historically it is around \$2 million, but it is anticipated with the Capital Improvement Plan, that number will decrease.

Duprey asked Smalley and Balukus for an organization’s financial wellbeing if it makes sense for this manner of accounting; Smalley indicated for many clients it does not, but for Pease it shows a better picture. Smalley indicated it allows PDA to show hundreds of millions of dollars in property value; not having it reflected on balance sheets doesn’t show things fairly.

Balukus spoke to various statement highlights and stated Berry Dunn has issued an **unmodified opinion** which means it is clean / highest audit opinion provided. Management is responsible for **preparing, designing and implementing** financial statements and internal controls. The auditors come into audit the financial statements and Pease did a great job providing accurate financial statements. The audit is designed to obtain reasonable assurance as 100% of the transactions are not tested. Balukus informed the Board there were four significant leases added in the fall of 2021 are a part of the long-term receivable as well as options which were

renewed and added. There has been a decrease in liabilities as compared to the prior year as a result of the completion of the harbor dredging project, pensions and other **post-employment** benefit liabilities due to market conditions. There was a decrease in non-operating income and expenses as compared to the prior year which is also related to the harbor dredging. Balukus informed the Board that the contributed capital referenced in the audit is the funding received for grant projects. She stated they did expect a decrease this year due to the completion of the runway project and the construction and maintenance at the Portsmouth harbors. The difference in the cash flow from last year to this year is reflective of the operating loss for harbor dredging.

**C. Approval:**

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

Director Ferrini **moved** the **motion** and Director Fournier **seconded** that the Pease Development Authority (PDA) Board of Directors accepts and approves 1.) receipt of the draft Certified Annual Financial Statements for the years ending June 30, 2021 and June 30, 2022, and the Uniform Guidance Audit of Federal Awards for the year ending June 30, 2022, *both attached in draft form*, all as otherwise prepared and submitted by PDA's independent auditor Berry, Dunn, McNeill and Parker, LLC; and 2.) authorizes the Executive Director to forward the Certified Financial Statements to the State of New Hampshire when final for inclusion in the Comprehensive Annual Financial Report.

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

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

**A. Approvals:**

- 1. Lonza Biologics, Inc. – Parking License for 55 International Drive**

Director Parker **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to finalize and execute Amendment No. 11 to the Parking License Agreement with Lonza Biologics, Inc. for parking spaces located at 55 International Drive; extending the Agreement from November 1, 2022 through October 31, 2023; all in accordance with the draft License Agreement Amendment No. 11.

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

- 2. WSP USA (Wood Environment & Infrastructure Solutions, Inc.) – 35 Airline Avenue**

Director Levesque **moved** the **motion** and Director Parker **seconded** that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with WSP USA (fka Wood Environmental & Infrastructure Solutions, Inc.) for the premises located at 35 Airline Avenue from November 1, 2022 through May 31, 2023; all in accordance with the draft Right of Entry dated October 11, 2022.

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



**VI. Leases:**

**1. Report: Sublease between 222 International, Limited Partnership and the Housing Partnership – 222 International Drive**

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

- 1. Tenant: The Housing Partnership
- Space: 222 International Drive
- Use: General Office
- Term: Three (3) years commencing October 1, 2022 with two (2) three (3) year options anticipated to be no later than August 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.

**A. Approvals:**

**1. T-Aviation LLC – Skyhaven Airport – Exercise of last one year option**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to consent to T-Aviation, L.L.C.’s request to exercise its last one year lease extension option for the premises known as Hangar 5, including certain surrounding apron area, located at Skyhaven Airport (DAW), through October 31, 2023; substantially in accordance with the memorandum from Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance, dated October 11, 2022.

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

**2. Seacoast Newspaper, Inc. – 111 New Hampshire Avenue –Special Exception’ Application and Lease Amendment**

Director Ferrni moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes Seacoast Newspapers, Inc. (“Seacoast) and/or Optima Dermatology Partners LLC to submit an application for a Special Exception to permit testing laboratories and facilities as a permitted use at 111 New Hampshire Avenue, and authorizes the Executive Director to negotiate and finalize a Lease Amendment with Seacoast to permit testing laboratories and facilities as a permitted use at the premises at 111 New Hampshire Avenue, conditioned upon the granting of the Special Exception; all otherwise on terms and conditions substantially similar to those set forth in the memorandum from Michael R. Mates, Engineering Manager, dated October 6, 2022, and draft lease Amendment No. 1.

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



**VII. Contracts:**

**A. Approvals:**

**1. Portsmouth International Airport at Portsmouth - Digital Communications Radios**

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Motorola, for the purchase of four (4) portable radios at a cost not to exceed \$10,610.80; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated October 11, 2022, attached hereto.

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.

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

**2. Piscataqua Landscaping and Tree Service, LLC – Landscaping / Snow Removal – Option Exercise and Rate Increase**

Director Levesque moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to exercise the last one-year option to renew the contract with Piscataqua Landscaping and Tree Service, LLC, effective November 1, 2022, for the purpose of providing landscaping, tree, and snow removal services to the PDA, and approves the price increases for certain provided services; all in accordance with the memorandum of Ken Conley, Maintenance Manager, dated October 13, 2022.

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

**X. Signs:**

**A. Reports:**

- 1. Lonza Biologics, Inc. – 164 Corporate Drive**
- 2. RafterOne – 75 New Hampshire Avenue**

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

1. Entity: Lonza Biologics  
Location: 164 Corporate Drive  
Summary: Modification of the existing monument sign at the entrance as well as the building façade sign to reflect the change in tenancy to Lonza.
2. Entity: RafterOne (fka Pixelmedia)  
Location: 75 New Hampshire Avenue  
Summary: Modification of the existing sign, utilizing the same monument sign base and the installation of new panels reflecting the name change to RafterOne.

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 changes.

**B. Approvals:**

**1. City of Portsmouth Water Treatment Plant – 97 Grafton Drive**

Director Anderson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby approves of the addition of a 5.7 square foot sign below the address of the City of Portsmouth's ground sign at 97 Grafton Drive; all in accordance with the memorandum of Michael R. Mates, P.E., Engineering Manager dated October 11, 2022.

Discussion: Fournier asked why this sign needed approval and the other two were reports; Anthony I. Blenkinsop ("Blenkinsop"), Deputy Director / General Counsel indicated this was an addition to existing signage and the two reports were in-kind changes.

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

**XI. Executive Director:**

**A. Reports:**

**1. Golf Course Operations**

EJ Chea ("Chea") Pease Golf Course ("PGC") Head Superintendent recapped information contained on the PGC slide in the Board packet. Chea indicated the Golf Course is up across the board (food / beverage, golf rounds and simulator numbers) and as of the 19<sup>th</sup>, the course is 1,000 rounds away from its all-time record with still six weeks to go. Chea indicated it is a benchmark that the course will be "put to bed" on December 1st. Further the simulator league is full and has already commenced and Grill 28 continues to trend up. The last outing was on Saturday (10/15) and after that the tent and awnings will be removed. Chea stated that staffing on the golf course (interior and exterior) were great and that overall it has been a great year.

Duprey asked Chea where PGC with respect to water; Chea indicated first bill was received in September and thinks the course will be right where it normally ends each year. Chea indicated with it being a drought year PGC did very extremely well managing its resources.

Anderson asked if there will be considerable capital improvement at the course with irrigation; Chea affirmed and further stated the design and concept of it has been submitted to Toro, supplier of all of PGC's irrigation products. This would not be a full 27 hole redo, so will work with Toro to make sure system communicates throughout the course. After would be the design of the **implementation** of where the piping and sprinkler heads would go and hopes to have an update to provide to the Golf Committee at its November meeting. Chea indicated PGC is looking to replace the irrigation [70+ yrs. old] on the upper nine, the original 1901 golf course. The replacement of the 75+ year irrigation system in this area should make PGC more efficient in water use from what it has to work with, currently.

Parker asked of the forecast for the next season with demand as far as rounds etc.; Chea responded if the weather cooperates we would be back where we are next year. Further, PGC has a wait list for membership and typically after an outing / tournament PGC receives a follow-up e-mail wanting to book for next year. Chea stated the price is right, it is a good product and course is fantastic.

Fournier complimented PGC as he had played it recently and it has been the best course he has been on this year.

Anderson indicated PGC continues to exceed expectations and asked if there were any planning projections on what its limits are; Chea indicated he and Scott DeVito PGC General Manager have met already over next year's schedule and are pretty close to maximized on outing events and it would be tough for PGC to have a large 150 player outing looking at the current calendar.

Ferrini indicated prior to COVID the golf industry was under pressure which seems to have changed since COVID and was wondering if this is true across the board industry wide. Chea affirmed; and further stated with the work done at the State level, PGC was able to return as of May 11, 2020.

## **2. Airport Operations**

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

Brean stated September is historically the slowest month at the terminal, but there were 4,600 passengers who passed through the terminal bringing total enplanements to 66,000 (it is anticipated will surpass last year's activity). There were approximately 455 transactions for revenue parking. Brean stated that anyone who had been impacted due to the hurricane were only charged on original itinerary due to delays in / out of Florida.

There were 1.1 million gallons of fuel sold represented by 69% of CRAF and DOD; 12% Commercial and 19% General Aviation. Brean highlighted an uptick in great bulk technical stops which is large ad hoc cargo, specifically see the commercialization of the NASA program is bringing in equipment and supplies from Europe. Brean stated that Port City Air ("PCA") is marketing PSM as having the capability to handle technical stops such as these with its ramp space.

There were three Allegiant flights impacted due to the hurricane, Punta Gorda was impacted extensively by the storm, but its airport was able to get up in running after two days.

Brean spoke to Dan Fortnam, PDA's Air Service Consultant, is at the Root's Convention in Las Vegas and he has had several discussions with Allegiant and they are happy with the performance at PSM.

Customs and Board Patrol ("CBP") are struggling with staffing and budgets. Therefore, CBP have denied some afterhours access at PSM due to budgetary constraints. PDA is trying to working locally with them but there have been aircraft diverted to other airports due to lack of funding afterhours. PSM has been trying to work on solutions so flights to other airports are not diverted.

Parker asked where the flights are being diverted; Brean indicated Bangor and some other entities.

Anderson asked what factor PCA plays into marketing with respect to the technical stops; Brean indicated he is confident PCA is marketing towards corporate / general aviation / ad hoc cargo / air service development to bring entities to PSM.

### **b) Skyhaven Airport (DAW)**

### **c) Noise Line Report**

#### **(i) September, 2022**



Brean indicated PSM received one noise complaint in September, 2022, when Runway 34 was in use. The complaint was regarding two based aircraft flying into Portsmouth International Airport; the concern was about nighttime flying in general. PSM's Operation Specialist McDonough met with the chief pilot at PlaneSense and discussed the concern received / community noise sensitivity.

**B. Approvals:**

**1. Bills for Legal Services**

Director Parker moved the motion and Director Ferrini seconded that the Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$236.00 for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice from August 1, 2022 through August 31, 2022.

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

**2. Northeast Chapter of AAAE – 2024 Annual Conference – PSM Host Sponsorship**

Director Ferrini moved the motion and Director Parker seconded that the Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into an agreement with the Northeast Chapter of AAAE to be the host airport of its 2024 Annual Conference on a date yet to be determined in 2024 and to be the premier sponsor for a fee up to \$60,000; all in accordance with the memorandum from Paul E. Brean, Executive Director, dated October 5, 2022.

Discussion: Anderson asked of the selection process to showcase the facility and if it is an annual event. Brean affirmed it is annual and the most attended conferences have been in coastal communities and there is a desire to bring it back to New England.

Disposition: Resolved by unanimous vote for; motion carried.

**3. New Positions - PDA Director of Operations & Executive Administrative Assistant**

Director Levesque moved the motion and Director Lamson seconded that in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority ("PDA"), the PDA Board of Directors hereby approves of and authorizes the Executive Director to create and fund, two full-time benefited positions: 1.) a PDA Director of Operations; and 2.) an Executive Administrative Assistant; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated October 12, 2022.

Discussion: Anderson asked in the future to view the administrative flow chart so the Board can view the placement of positions. Brean stated these positions would have an update to the organization chart. PDA is strengthening job positions; the two new positions will have increased job responsibilities with internal candidates to move into those positions. Brean briefly provided the Board with information regarding the two positions and the additional responsibilities. The funding for these positions is in the FY23 Operating Budget and does not see a financial component but rather allows individuals to ascend into positions to provide them with the titles for the jobs they are performing.

Lamson asked of hiring a new part-time receptionist; Brean stated the current receptionist, has 50% of her time designated to Accounts Payable. There are additional financial roles she can be tasked with and the intent would be to move her into a funded position in Finance. Would backfill her position with an entry level administrative assistant / receptionist. Lamson asked what this would entail; Brean indicated the ultimate goal would be a fulltime position, but would onboard initially as a part-time position. Lamson asked the number of hours initially the position would be for; Brean stated approximately 20 hours.

Anderson asked if the Director of Operations would be an in-house position; Brean spoke to the Manager of Administrative Services at the Airport and that individual has taken on a role beyond the airport by supporting other units. PDA has a portfolio of 60 buildings, 250 companies and 12 of those buildings are directly lessee's of PDA, there is more of a need to collaborate with the City of Portsmouth on Special Events outside of the airport. Anderson asked if it would be an in-house promotion; Brean affirmed.

Duprey stated they are being provided a title commensurate with what they are already doing.

Lamson commended Brean for having the positions filled from in-house.

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

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

### **A. Reports:**

- 1. Port Advisory Council Meeting Minutes of June 14, 2022**
- 2. Port Advisory Council Meeting Minutes of September 14, 2022**

Geno Marconi ("Marconi"), Division of Ports and Harbors ("DPH") Director, stated the Board had in its packet the minutes of the Port Advisory Council ("PAC") meeting of June 14, 2022 and September 14, 2022 in order for the Board to be kept aware of the Council's activity.

Levesque brought to Marconi's attention that on page 4 (Recreational Piers) of the September 14, 2022 meeting, there seems to be some missing content. Marconi indicated he would look into this and have it corrected.

Levesque asked when the next PAC meeting was scheduled for; Marconi stated PCA meets the second Wednesday of the month.

### **3. Portsmouth Fish Pier Borings and Sampling - Fuel System**

In 2019, when the seawall failed, the fuel system which ran along the seawall was a concern regarding further failure of the wall which would impact the fuel system. As a means to avoid a spill the system was shut down and purged. The necessary closure forms were not on file with DES; once filed were informed of the need to perform soil samples on existing soils comingled with clean embankment gravel brought in for the base for the fuel lines. Were informed the samples needed to be below into soils that had not been touched during excavation. Approval was received from Director Ferrini and Executive Director Brean and the system has been closed out to the satisfaction of the State.

Duprey asked of the samples; Marconi stated they came back fine.



Levesque asked if it normally would be PDA's responsibility to obtain the permit or contractor; Marconi stated as the property owner it would be PDA's responsibility.

Anderson asked if the submission of forms with DES were a contractual obligation of Appledore; Marconi indicated it was not as it was a **miscommunication** with the fuel system contractor.

Brean reminded the Board that this was an emergency failure when the fuel line was initially shut off because the sheet panel failed during a storm surge.

Marconi updated the Board regarding the Main Terminal Rehab displaying photos of the ongoing project.

Marconi also informed the Board that the floating docks in Rye have been removed and the Hampton floating docks will be removed November 10<sup>th</sup> as there are still four party boats operating until roughly November 1<sup>st</sup>.

Duprey asked if the Offshore Wind project that is being discussed will amount to much for DPH; Marconi stated there are many components to the project; DPH has physical limitations in the harbor. Normandeau Associates has been hired by NH Department of Energy to do a study on what is out there that [State / DPH] could possibly be involved with.

Anderson spoke of a recent symposium regarding the Offshore Wind project and asked if there were any boat tours which were conducted with the symposium; Marconi indicated DPH did assist with the tours and there were approximately 25/30 people who toured the river.

Marconi stated there was a second virtual symposium where DPH presented a PowerPoint presentation and talked about DPH's capabilities.

### **XIII. New Business:**

#### **A. Report:**

- 1. 231 Corporate Drive LLC – 231 Corporate Drive – Presentation (See Materials at XIII. B.1.)**

*Director Levesque left the meeting at 10:20 a.m.*

Brean indicated representatives from Ethos were in the audience and available to speak to the request and answer any questions of the Board.

#### **B. Approvals:**

- 1. 231 Corporate Drive LLC – 231 Corporate Drive – Concept Approval**

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority ("PDA") Board of Directors approves the concept plan for 231 Corporate Drive as submitted by 231 Corporate Drive LLC for the redevelopment at 231 Corporate Drive; all in accordance with the memorandum of Michael R. Mates, Engineering Manager, dated October 19, 2022.

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

*Director Levesque returned to the meeting at 10:21 a.m.*

**2. Lonza Biologics, Inc. –Soils Relocation**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes Lonza Biologics, Inc. (“Lonza”) to relocate approximately 25 cubic yards of chlordane impacted soil from the café expansion project at 101 International Drive to the Iron Parcel soils management area at 70/80 Corporate Drive, without otherwise triggering the rent escalation provisions of Article 4.B of the lease agreement between the PDA and Lonza; all in accordance with the memorandum of Jared Sheehan, Environmental Compliance Coordinator, dated October 18, 2022.

Discussion: Duprey stated PDA is not making Lonza pay rent to store soils at a different location until it is ready to build on that parcel.

Disposition: Resolved by unanimous vote for; motion carried.

**XIV. Special Event:**

**XV. Upcoming Meetings:**

Golf Committee	November 14, 2022 @ 8:30 a.m.
Finance Committee	November 14, 2022 @ 9:00 a.m.
Board of Directors	November 17, 2022 @ 8:30 a.m.

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

**XVI. Directors’ Comments:**

Brean indicated that Commissioner Sheehan from the Department of Transportation has resigned from her position and stated she was an incredible ambassador for PSM and will be missed.

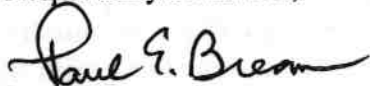
**XVII. Adjournment:**

Director Levesque moved the motion and Director Anderson seconded to adjourn the Board meeting. Meeting adjourned at 10:23 a.m.

**XVIII. Press Questions:**

No comments from the press.

Respectfully submitted,



Paul E. Brean

Executive Director

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**PEASE DEVELOPMENT AUTHORITY**  
**Monday, November 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: March 14, 2022 \*
  
- III. Public Comment
  
- IV. New Business
  - A. Reports:
    - 1. Seasonal Tent Bid
    - 2. Revised Cancellation Policy \*
    - 3. Single Rider Cart \*
  
- V. Directors' Comments
  
- VI. Upcoming Meetings

Board of Directors

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

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

- VII. Adjournment
  
- VIII. Press Questions

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

## MOTION

Director Anderson:

In accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors approves of, adopts and implements the revised "Cancellation Process, Policy and Fee Structure for Outside Golf Rounds and Indoor Golf Simulators"; all in accordance with the draft policy attached hereto.

**Pease Golf Course**  
**Cancellation Process, Policy and Fee Structure for**  
**Outside Golf Rounds and Indoor Golf Simulators**  
**Applicable to Reservations Made After ~~April 19, 2019~~ November 17, 2022**

Outside Golf Course: Tee time reservations may be made online up to **10** days in advance; and by telephone, or in person up to **7** days in advance of the scheduled play.

1. Tee-time cancellations must be made no later than **24 4 hours** in advance of the scheduled play.
2. A player may cancel the reservation on-line, by telephone, or in person.
3. A player will be allowed one (1) missed reserved tee time without penalty.
4. If a player fails to cancel a reservation at least **24 4 hours** in advance or does not to show up at the scheduled time, the player will be notified by e-mail that the player will only be allowed to make a future reservation by telephone or in person. Reservations must be secured with a valid credit card or debit card of the player making the reservation.
5. A cancellation fee as outlined below will be assessed to the reservation holder for failure to cancel a reservation at least **24 4 hours** in advance or failure to show up at the scheduled tee time.

Golf Course Simulators: Tee-time reservations may be made in advance by telephone, or in person up to **7** days in advance of the scheduled play.

1. Reservations must be secured with a valid credit or debit card of the player making the reservation.
2. Tee-time cancellations must be made no later than **24 4 hours** in advance of the scheduled play.
3. A player may cancel the reservation by telephone or in person.
4. A player will be allowed one (1) missed tee time without penalty.
5. A cancellation fee as outlined below will be ~~will be~~ assessed to the reservation holder for failure to cancel a reservation at least **24 4 hours** in advance or failure to show up at the scheduled tee time.

**Pease Golf Course Tee Time Cancellation Fees**

**Pease Golf Course Pass Holders – Outside Play:**

Cancellation Fee: **\$510.00 per player** will be charged to the credit card or debit card provided.

**Public Customers – Outside Play:**

Cancellation Fee: **\$10.00 per player** will be charged to the credit card or debit card provided.

**Simulators**

Cancellation Fee: Equal to **25%** of the fee for the allotted time booked. The cancellation fee will be charged to the credit card or debit card provided.

**Pease Golf Course Season Pass Holders – Outside Play and Simulators:**

All season pass holders are required to have a valid credit card or debit card on file which will be utilized when reserving tee times and if cancellation fees are assessed.



## MOTION

Director Fournier:

In accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors approves of, adopts and implements the revised "Pease Golf Course Golf Cart Policy"; all in accordance with the draft policy attached hereto.

**PEASE GOLF COURSE**  
**GOLF CART POLICY**

It is the practice of Pease Golf Course to match single players with groups of two and three, and pair up two groups of two players in an effort to assist the course in its scheduling so that tee times stay on time and more tee times are made available each day. When pairing players up, Pease encourages golfers to use the same riding cart in order to decrease the number of carts in each group which is industry standard, both locally and nationally. Therefore, in the interest of ensuring availability of golf carts for all groups, and to minimize the impact of the use of golf carts by any single group, it is the policy of the Pease Golf Course that the rental of golf carts for both daily and season pass players is as follows:

1. Not more than one (1) golf cart for two (2) players; and
2. Not more than two (2) golf carts per foursome.
3. Any player requesting use of a golf cart for only one (1) person, will be assessed a \$25 surcharge added to the cart fee.
4. All players requesting use of a golf cart are required to have a valid credit card or debit card on file which will be utilized when reserving a cart.

**PEASE DEVELOPMENT AUTHORITY**  
**Monday, November 14, 2022**

**FINANCE COMMITTEE AGENDA**

**Time:** 9:00 A.M.  
**Place:** 55 International Drive  
Pease International Tradeport  
Portsmouth, NH 03801

- I. Call to Order (*Ferrini*)
- II. Acceptance of Committee Meeting Minutes: April 18, 2022 \*
- III. Public Comment
- IV. Reports
  1. Operating Results for the Three Month Period Ending September 30, 2022 \*
  2. Nine Month Cash Flow Projections through July 31, 2023 \*
  3. Disbursement Register – July 1, through Sept 30, 2022 +
- V. Discussion – Cash Flow Reporting Format
- VI. Next Committee Meeting - TBD
- VII. Director's Comments
- VIII. Adjournment
- IX. Press Questions

\* Related Materials Attached  
+ Confidential Materials

## MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves of and authorizes a one (1) year extension to the Site Review approval granted by the Board of Directors on December 16, 2021, to Executive AirDock, LLC for the premises located at 5, 7, 19 and 21 Hampton Street (the "Premises"); all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 4, 2022, attached hereto.

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## MEMORANDUM

To: Paul E. Brean, Executive Director *Per*  
From: Michael R. Mates, P.E., Director of Engineering *MRM*  
Date: November 4, 2022  
Subject: Executive Air Dock Site Review Extension

In December of 2021, the PDA Board approved the Site Review and Subdivision Applications submitted by Executive AirDock, LLC ("Executive AirDock") for development of hangars on land at 5, 7, 19 and 21 Hampton Street.

Recognizing that it would not be able to obtain a building permit within one year of the approvals, which is a condition that would cause the site review approval to lapse, Executive AirDock has asked the PDA Board to grant a time extension. As per section 407.01(a) of the PDA's Land Use controls, "The Board may, for good cause shown, extend such time period by as much as one year if requested and acted upon prior to the expiration date."

The impact of the global pandemic increased construction costs, and supply chain issues have delayed the project. Executive AirDock is requesting to extend the site review approval for one year. The attached October 24, 2022 letter from Tom Moulton of Executive AirDock provides additional detail and justifications for this request.

At the November Board meeting, please seek the requisite Board approval to grant a one year extension to Executive AirDock's Site Review Approval.

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## Mike Mates

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**From:** Tom Moulton <tmoulton@sleepnetcorp.com>  
**Sent:** Monday, October 24, 2022 4:29 PM  
**To:** Paul Brean  
**Cc:** 'Paul Roy'; Mike Mates; 'Patrick M. Crimmins'  
**Subject:** RE: Executive Air Dock Approval Extensions

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

October 24, 2022

Dear Paul

On behalf of Executive Airdocks 5 Merrill Industrial Drive in Hampton I would like to request from the PDA an extension of our site and subdivision approvals on Hampton Road at Pease. These are due to expire on December 16<sup>th</sup> of this year.

Unfortunately, the impact on current construction costs and supply chains issue in the market have caused us to look for alternative options and reevaluate better ways to make this project happen .

These increases have negatively affected the economic viability of the project.

I believe in the project, and I am determined to make it viable. We just need more time to seek solutions

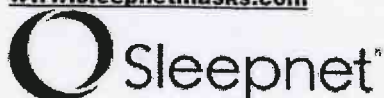
If we could get a 12month extension it would be helpful.

Please advise the steps we need to achieve this request

Many thanks

Tom

**Thomas Moulton**  
**President/CEO**  
Sleepnet Corporation  
5 Merrill Industrial Dr.  
Hampton, NH 03842  
Direct 603-758-6601  
Cell 603-235-2100  
[tmoulton@sleepnetcorp.com](mailto:tmoulton@sleepnetcorp.com)  
[www.sleepnetmasks.com](http://www.sleepnetmasks.com)



## MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute the New Hampshire Department of Transportation, Bureau of Aeronautics, "Request for NHDOT Approval of Agreement for Transfer of Entitlements" to transfer the 2019 Skyhaven Airport non-primary entitlement funds, in the amount of \$150,000.00 to the City of Claremont, NH; all in accordance with the memorandum from Andrew B. Pomeroy, Director Aviation Planning and Regulatory Compliance, dated November 3, 2022.

N:\RESOLVES\2022\Skyhaven (DAW) Transfer of Entitlement Funds (11-17-22)



36 Airline Ave., Portsmouth, NH 03801  
603 433 8536

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INTEROFFICE MEMORANDUM

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TO: PAUL BREAN, EXECUTIVE DIRECTOR *PB*  
FROM: ANDREW B. POMEROY, C.M., DIRECTOR AVIATION PLANNING AND REGULATORY COMPLIANCE *ABP*  
SUBJECT: SKYHAVEN TO CLAREMONT ENTITLEMENT FUNDS TRANSFER  
DATE: 11/3/2022  
CC: FILE

The Skyhaven Airport in Rochester, NH receives \$150,000.00 in FAA Airport Improvement Program (AIP) Non-Primary Entitlement grant funds annually for use in eligible airport improvement projects. In New Hampshire these funds are administered through the NH Airport Block Grant Program for the state's twelve non-primary airports.

These funds have a shelf life of four years and can be "banked" up to pay for expensive construction projects. The Pease Development Authority Staff planned to bank up these primary entitlement funds to reconstruct/rehab the Skyhaven Airport Terminal Apron; a project estimated to cost \$1.6 million, thereby optimizing the airports entitlement funds and requesting less in AIP Discretionary Grant funds. Construction was forecasted to begin in the 2022/2023 timeframe.

The NH DOT Bureau of Aeronautics was informed by the FAA that due to the number of projects forecast for the region that there would be insufficient discretionary funding for all the projects programed for FY22/23 timeframe and the Skyhaven Ramp project would therefore be underfunded. The FAA said that Skyhaven should resubmit for 2024 when more funds should be available. As PDA has been banking up Skyhaven's entitlement funds, this means that the 2019 entitlement funds will expire if not spent by June, 2023.

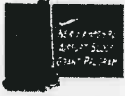
As New Hampshire is a "Block Grant State," the NH DOT has the flexibility to transfer PDA's unused funds to another block grant airport within the state that can benefit from PDA's primary entitlement dollars in order to complete a project it has underway before the funds expire and must be returned to the FAA.

The City of Claremont, NH has agreed to accept Skyhaven Airport's non-primary entitlement grant funds to spend on projects currently underway at the Claremont Municipal Airport. In exchange, Claremont will transfer \$150,000.00 of its non-primary entitlement grant funds to Skyhaven Airport in FY2024, or thereafter, when PDA is able to begin Skyhaven's Terminal Apron Reconstruction.

I therefore recommend that the Pease Development Authority Board of Directors vote to authorize the Executive Director to execute the attached NH DOT Bureau of Aeronautics, Request for NHDOT "Approval of Agreement for Transfer of Entitlements," to transfer the Skyhaven Airport's 2019 non-primary entitlement funds in the amount of \$150,000.00 to the City of Claremont, NH, so that it may use these funds to complete airfield improvements before these funds expire.

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## Request for NHDOT Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Pease Development Authority

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LocID): Skyhaven Airport (DAW)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Non-Primary Entitlement AIP 3-33-SBGP-030-2019	2019	\$150,000.00
		\$
		\$
		\$
<b>Total</b>		<b>\$150,000.00</b>

The New Hampshire Department of Transportation, in its capacity as an Airport Block Grant State for the Federal Aviation Administration, has determined that the waived amount will be made available to:

Name of Airport (and LocID) Receiving Transferred Entitlements: Claremont Municipal Airport (CNH)  
Name of Receiving Airport's Sponsor: City of Claremont, NH

a public-use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

Furthermore, the City of Claremont will transfer \$150,000.00 of its available non-primary entitlement funds, whichever is oldest at the time of transfer, to the Pease Development Authority in FFY 2024 for use at Skyhaven Airport.

This waiver request will expire unless this request has been accepted by the Transferring Sponsor on or before December 31, 2022, or such subsequent date as may be prescribed in writing by the New Hampshire Department of Transportation. Furthermore, the Receiving Sponsor shall have until June 27, 2023 to expend the requested funds.

**For the State of New Hampshire, Department of Transportation:**

Signature: \_\_\_\_\_

Name: Michelle L. Winters

Title: Director, Division of Aeronautics, Rail & Transit

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

**Transferring Sponsor's Certification**

I certify, for the non-primary entitlement amounts identified in this request, that the Pease Development Authority for Skyhaven Airport waives claim to any part of this amount in accordance with 49 USC § 47117(c)(2).

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: Pease Development Authority

Name of Sponsor's Designated Official Representative: \_\_\_\_\_

Title of Sponsor's Designated Official Representative: \_\_\_\_\_

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature of Transferring Sponsor's Attorney: \_\_\_\_\_

**Receiving Sponsor's Certification**

I certify, for the non-primary entitlement amounts identified in this request, that the City of Claremont, NH will claim this amount in accordance with 49 USC § 47117(c)(2) and will carry out the additional terms identified in this request for Claremont Municipal Airport.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor: City of Claremont, NH

Name of Sponsor's Designated Official Representative: \_\_\_\_\_

Title of Sponsor's Designated Official Representative: \_\_\_\_\_

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_



**Date:** November 2, 2022

**To:** Paul Brean, Executive Director

**From:** Suzy Anzalone, Director of Finance

**Subject:** Executive Summary- Financial Reports



In anticipation of the upcoming November 17, 2022 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the three months ended September 30, 2022:

**Consolidated Results**

<b>Pease Development Authority - Consolidated</b>			
<b>(\$ 000's)</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>Variance Fav (unfav)</b>
Operating Revenues	5,800	5,274	525
Operating Expenses	3,761	4,093	332
<b>Operating Income</b>	<b>2,038</b>	<b>1,181</b>	<b>857</b>
Depreciation	1,710	1,678	(31)
Non Oper. (Inc)/Exp	(4)	0	4
<b>Net Operating Income (Loss)</b>	<b>332</b>	<b>(498)</b>	<b>830</b>

First quarter consolidated operating revenue totaled \$5.8 million against budgeted revenue of \$5.3 million (10% favorable). Favorable results included fuel sales, fuel flowage, parking fees and golf fees.

Consolidated operating expenses were \$3.8 million, trending lower than budgeted expenses of \$4.1 million (8.1% favorable). Wages and benefits are under budget by 8.7% on a consolidated basis. Cost underruns also included maintenance expenses, utilities, professional services and marketing. Fuel purchases continue to trend over budget, resulting from the higher fuel sales revenue.

First quarter net operating income was \$332,000, performing favorably against the budgeted loss of \$498,000.

## Business Unit Performance

### Portsmouth Airport

<b>Portsmouth Airport ( PSM) incl Security</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	664	410	254
Operating Expenses	764	805	41
<b>Operating Income</b>	<b>(99)</b>	<b>(395)</b>	<b>295</b>
Depreciation	1,132	1,051	(81)
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>(1,231)</b>	<b>(1,446)</b>	<b>215</b>

Strong performance at the Portsmouth Airport continues to be driven by parking revenue, fuel flowage and income from short term option payments. Year-to-date expense underruns of \$41,000 are mainly comprised of wages and utilities. Marketing expenses are over budget due to a September expenditure for an annual marketing campaign, but this line item should trend closer to budget as the fiscal year progresses.

### Skyhaven Airport

<b>Skyhaven ( DAW)</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	75	63	13
Operating Expenses	85	59	(26)
<b>Operating Income</b>	<b>(10)</b>	<b>4</b>	<b>(14)</b>
Depreciation	103	121	18
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>(113)</b>	<b>(117)</b>	<b>4</b>

Skyhaven revenue is trending higher by \$13,000 (20.5%), as a result of higher fuel sales. Year-to-date fuel sales totaled 6,987 gallons vs. 4,711 gallons in FY22. Operating expenses are \$26,000 over budget mainly resulting from higher fuel consumption. To a lesser extent, September expenditures included significant airfield lighting and electrical/HVAC maintenance.

### Tradeport

<b>Tradeport</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,490	2,500	(11)
Operating Expenses	116	123	7
<b>Operating Income</b>	<b>2,374</b>	<b>2,377</b>	<b>(4)</b>
Depreciation	186	223	38
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>2,188</b>	<b>2,154</b>	<b>34</b>

Operating revenue underruns are attributable to miscellaneous revenue at the Tradeport. This income is normally derived from short-term options or Right-of-Entry contracts and can vary from year to year, representing approximately 3-5% of Tradeport revenue. Year-to-date operating expenses are under budget by \$7,000 primarily from lower building and facility costs.

## Golf Course

### Pease Golf Course

(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,576	1,527	50
Operating Expenses	756	759	3
<b>Operating Income</b>	<b>820</b>	<b>767</b>	<b>53</b>
Depreciation	94	93	(1)
Non Oper. (Inc)/Exp	(0)	(0)	0
<b>Net Operating Income (Loss)</b>	<b>726</b>	<b>674</b>	<b>51</b>

Golf Course revenue is \$50,000 (3%) favorable to budget, attributable to both concession and public play revenue. Year-to-date operating expenses are slightly under budget by \$3,000.

## Division of Ports and Harbors-Unrestricted

### Division of Ports and Harbors (Unrestricted)

(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	949	734	215
Operating Expenses	921	900	(21)
<b>Operating Income</b>	<b>29</b>	<b>(166)</b>	<b>195</b>
Depreciation	153	154	1
Non Oper. (Inc)/Exp	(1)	(1)	0
<b>Net Operating Income (Loss)</b>	<b>(124)</b>	<b>(319)</b>	<b>195</b>

First quarter unrestricted operating revenue for the DPH is trending \$215,000 (29.3%) higher than budget, mainly due to higher fuel sales as well as parking revenue. Consequently, expense overruns of \$21,000 are mainly brought about by higher fuel consumption.

## Balance Sheet/Statement of Net Position

(\$ 000's)	As of 9/30/2022	As of 9/30/2021
<b>Assets</b>		
Current Assets	20,835	12,067
Restricted Assets	1,567	1,559
Non-Current Assets	293,408	265,445
<b>Total Assets</b>	<b>315,810</b>	<b>279,071</b>
<b>Deferred Outflows of Resources</b>	<b>3,705</b>	<b>4,202</b>
<b>Liabilities</b>		
Current Liabilities	4,707	5,357
Non-Current Liabilities	12,006	14,554
<b>Total Liabilities</b>	<b>16,713</b>	<b>19,912</b>
<b>Deferred Inflows of Resources</b>	<b>201,506</b>	<b>175,253</b>
<b>Net Position</b>		
Net Invest. in Cap Assets	96,177	92,612
Restricted	1,290	1,212
Unrestricted	3,828	(5,716)
<b>Total Net Position</b>	<b>101,296</b>	<b>88,108</b>

PDA's consolidated balance sheet remains strong with current assets totaling \$20.8 million comprised of \$11.8 million in unrestricted cash, \$8.4 million in trade and lease receivables and 0.6 million in other current assets.

Non-current assets of \$293.4 million include capital assets as well as a long term lease receivable of \$197.2 million related to the new accounting standard. Fiscal Year 2023 capital expenditures through September totaled \$1.8 million, mainly represented by the Market Street Main Wharf project and to a lesser extent, expenditures at both the Portsmouth and Skyhaven airports.

Current liabilities of \$4.7 million are largely related to trade accounts payable and various accrued expenses.

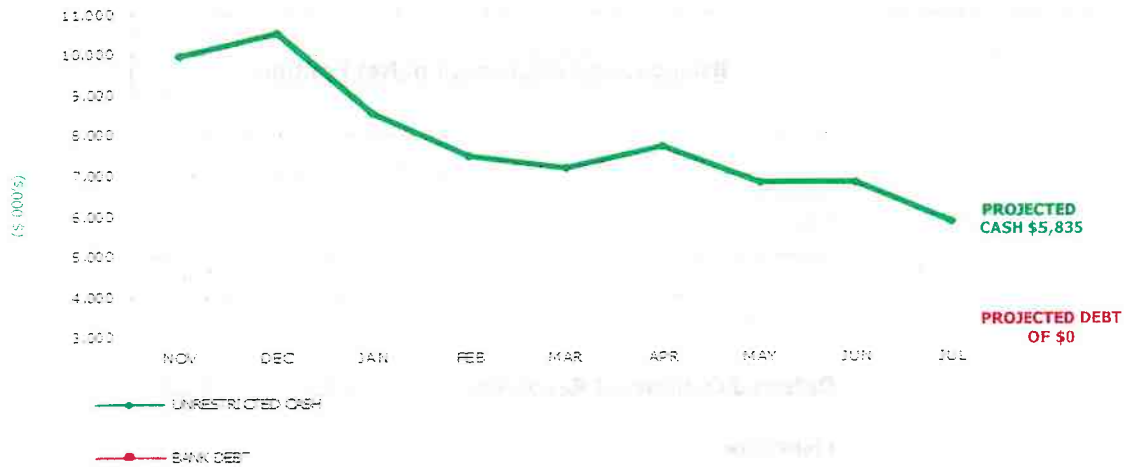
Deferred Inflows of Resources include deferred lease revenue of \$198.5 million associated with the new lease accounting standard.

**Cash Flow Projections for the Nine Month Period Ending July 31, 2023**

During the next nine-month period, cash inflows are projected at \$16.2 million, mainly provided by operating revenues and also include \$2.5 million in grant funding.

Cash outflows are estimated at \$20.3 million and include \$7.4 million in non-grant capital expenditures with a significant portion to be spent on the arrivals hall project at the Portsmouth Airport. Outflows also include \$2.8 million paid annually to the City of Portsmouth for municipal service fees.

Although we expect a reduction in cash over the next nine months, we still have sufficient resources to cover projected capital and operating expenses. The chart below outlines cash and debt balances over the next nine month period. Please let me know if you have any questions or require supplemental information.





**PEASE DEVELOPMENT AUTHORITY  
FY2023 FINANCIAL REPORT  
FOR THE THREE MONTH PERIOD  
ENDING SEPTEMBER 30, 2022**



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



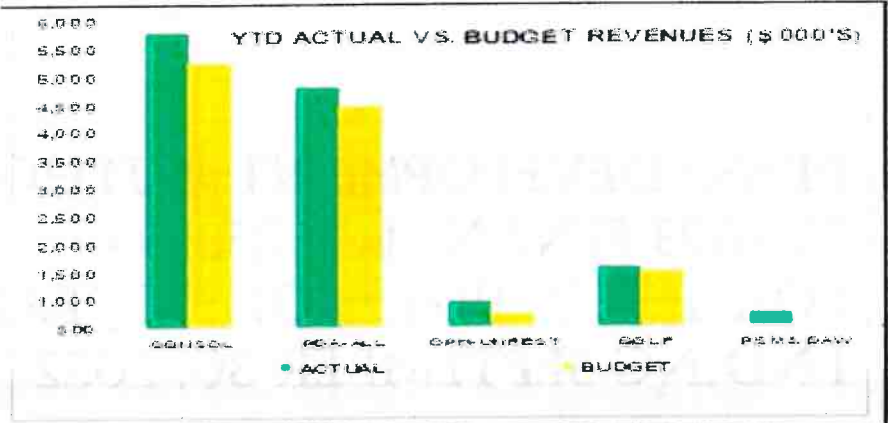
# PEASE DEVELOPMENT AUTHORITY

## Revenues and Expenditures – Three Months Ended September 30, 2022

**Trends:**

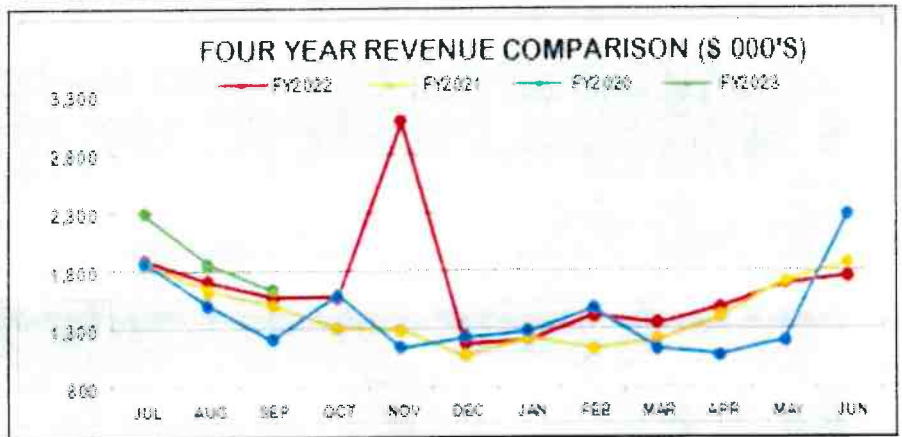
**YTD revenue higher by 10%:**

- Golf Fees, Fuel Flowage, Parking fees, Fuel Sales and income from Short-Term Option payments trending higher than budget



**Trends:**

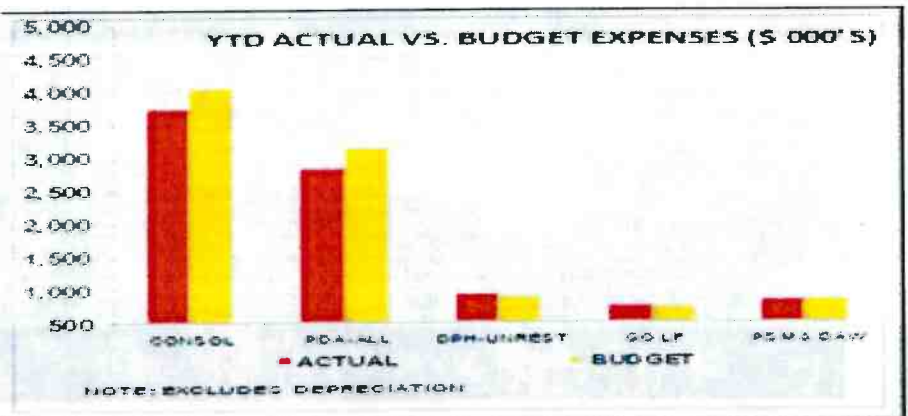
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue



**Trends:**

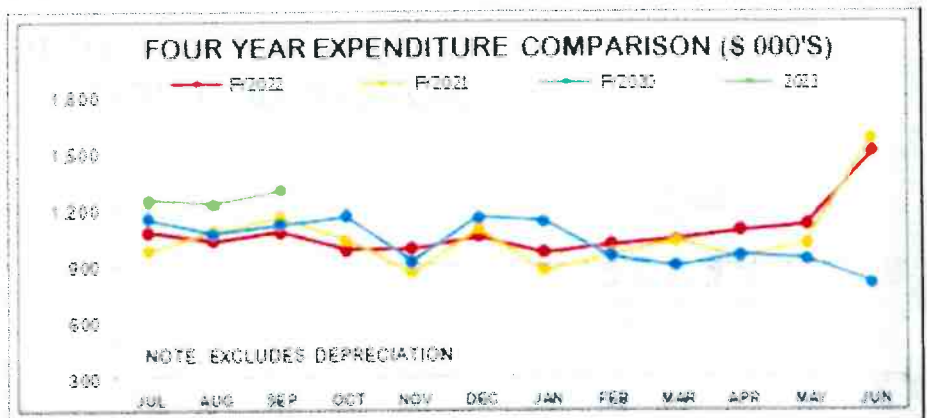
**YTD Operating Expenses lower by 8.1%:**

- Wages & Benefits, Facilities, Utilities, Professional Svcs. & Marketing trending lower than budget
- Offset by cost overruns fuel purchases (due to higher fuel sales)



**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 Three Months Ending September 30, 2022**

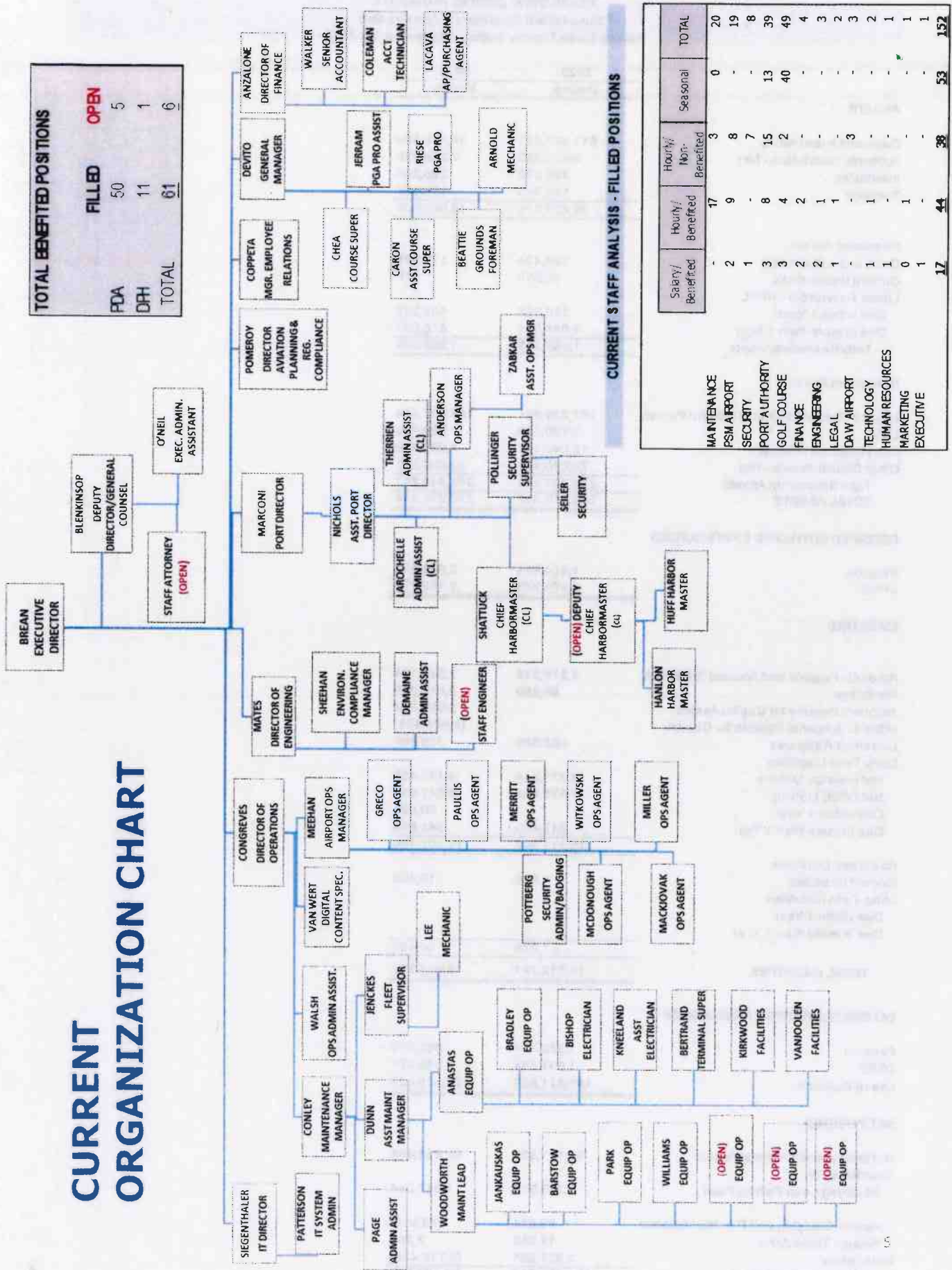
	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
<b>FACILITY RENTAL</b>								
FACILITIES	\$859,376	\$849,659	\$9,717	1.1%	\$2,795,127	\$2,776,232	\$18,895	0.7%
CARGO AND HANGARS	13,868	13,885	(17)	(0.1%)	41,910	41,740	170	0.4%
	<u>873,244</u>	<u>863,544</u>	<u>9,700</u>	<u>1.1%</u>	<u>2,837,037</u>	<u>2,817,972</u>	<u>19,064</u>	<u>0.7%</u>
CONCESSION REVENUE	55,132	34,739	20,393	58.7%	175,270	147,488	27,782	18.8%
<b>FEE REVENUE</b>								
AVIATION FEES		74	(74)	(100.0%)		221	(221)	(100.0%)
FUEL FLOWAGE	59,508	30,587	28,922	94.6%	165,369	85,455	79,914	93.5%
PSM TSALEO REVENUE	2,930	1,856	1,074	57.8%	8,920	5,569	3,351	60.2%
PSM SECURITY REVENUE	1,580	2,411	(831)	(34.5%)	6,320	7,232	(912)	(12.6%)
GOLF FEES	309,665	305,563	4,102	1.3%	1,120,029	1,077,147	42,882	4.0%
GOLF SIMULATORS	770	150	620	413.3%	2,272	1,530	742	48.5%
GOLF MEMBERSHIPS	51,058	54,375	(3,317)	(6.1%)	153,175	163,125	(9,950)	(6.1%)
GOLF LESSONS	2,231	3,516	(1,285)	(36.6%)	20,378	18,823	1,554	8.3%
MOORING FEES	39,637	38,750	887	2.3%	118,911	116,250	2,661	2.3%
PARKING	33,097	24,633	8,464	34.4%	175,396	115,203	60,193	52.2%
PIER USAGE FEES	7,396	8,417	(1,021)	(12.1%)	28,834	25,250	3,584	14.2%
REGISTRATIONS	16,000	10,383	5,617	54.1%	42,889	23,899	18,990	79.5%
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE				-	4,500		4,500	-
	<u>523,872</u>	<u>480,715</u>	<u>43,158</u>	<u>9.0%</u>	<u>1,846,993</u>	<u>1,639,704</u>	<u>207,289</u>	<u>12.6%</u>
FUEL SALES	117,904	113,846	4,058	3.6%	563,621	413,454	150,168	36.3%
<b>INTEREST INCOME</b>								
LOAN INTEREST	2,922	2,583	339	13.1%	8,834	7,750	1,084	14.0%
<b>OTHER REVENUES</b>								
MERCHANDISE	33,820	38,851	(5,032)	(13.0%)	113,484	120,992	(7,508)	(6.2%)
ALL OTHER	30,620	34,245	(3,625)	(10.6%)	254,361	126,795	127,567	100.6%
	<u>64,440</u>	<u>73,096</u>	<u>8,657</u>	<u>11.8%</u>	<u>367,845</u>	<u>247,787</u>	<u>(120,059)</u>	<u>(48.5%)</u>
<b>TOTAL OPERATING REVENUE</b>	<b><u>1,637,514</u></b>	<b><u>1,568,523</u></b>	<b><u>68,991</u></b>	<b><u>4.4%</u></b>	<b><u>5,799,600</u></b>	<b><u>5,274,155</u></b>	<b><u>525,446</u></b>	<b><u>10.0%</u></b>
<b>OPERATING EXPENSES</b>								
<b>WAGES AND FRINGE BENEFITS</b>								
<b>WAGES</b>								
BENEFITED REGULAR	387,109	425,665	38,555	9.1%	1,106,287	1,268,581	162,294	12.8%
BENEFITED OVERTIME	20,696	20,226	(469)	(2.3%)	53,876	49,553	(4,323)	(8.7%)
NON-BENEFITED REGULAR	82,616	78,847	(3,769)	(4.8%)	309,554	262,310	(47,245)	(18.0%)
NON-BENEFITED OVERTIME	1,752	4,138	2,386	57.7%	8,451	11,024	2,574	23.3%
ACCRUED VACATION BENEFITS	17,710	1,008	(16,702)	(1656.4%)	9,643	3,025	(6,618)	(218.8%)
ACCRUED SICK TIME BENEFITS	1,583	433	(1,150)	(265.4%)	4,856	1,300	(3,556)	(273.6%)
	<u>511,466</u>	<u>530,317</u>	<u>18,852</u>	<u>3.6%</u>	<u>1,492,667</u>	<u>1,595,793</u>	<u>103,126</u>	<u>6.5%</u>
WAGE TRANSFERS OUT	(4,383)		4,383	-	(4,383)		4,383	-
	<u>507,083</u>	<u>530,317</u>	<u>23,235</u>	<u>4.4%</u>	<u>1,488,284</u>	<u>1,595,793</u>	<u>107,509</u>	<u>6.7%</u>
<b>BENEFITS</b>								
DENTAL INSURANCE	5,330	5,902	571	9.7%	15,913	17,706	1,793	10.1%
HEALTH INSURANCE	100,252	112,153	11,901	10.6%	299,346	336,459	37,113	11.0%
LIFE INSURANCE	2,619	2,676	57	2.1%	7,851	8,027	176	2.2%
NEW HAMPSHIRE RETIREMENT	50,735	64,212	13,478	21.0%	153,080	192,636	39,557	20.5%
POST RETIREMENT BENEFITS	9,472	10,216	744	7.3%	28,415	30,649	2,233	7.3%
EMPLOYEE DRUG TEST	80	170	90	52.9%	447	510	63	12.4%
OPEB EXPENSE				-				-
EMPLOYER FICA	37,040	40,814	3,774	9.2%	111,201	124,362	13,161	10.6%
UNEMPLOYMENT INS				-				-
	<u>205,528</u>	<u>236,143</u>	<u>30,615</u>	<u>13.0%</u>	<u>616,253</u>	<u>710,349</u>	<u>94,096</u>	<u>13.2%</u>
BENEFIT TRANSFERS OUT				-				-
	<u>205,528</u>	<u>236,143</u>	<u>30,615</u>	<u>13.0%</u>	<u>616,253</u>	<u>710,349</u>	<u>94,096</u>	<u>13.2%</u>
<b>TOTAL WAGES &amp; BENEFITS</b>	<b><u>712,611</u></b>	<b><u>766,460</u></b>	<b><u>53,850</u></b>	<b><u>7.0%</u></b>	<b><u>2,104,537</u></b>	<b><u>2,306,142</u></b>	<b><u>201,605</u></b>	<b><u>8.7%</u></b>



**PEASE DEVELOPMENT AUTHORITY**  
**Consolidated Statement of Revenues and Expenses**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>BUILDING AND FACILITIES</b>								
AIRFIELD MAINTENANCE	32,016	8,284	(23,731)	(286.5%)	33,657	24,853	(8,804)	(35.4%)
COVID-19		590	590	100.0%		1,770	1,770	100.0%
SOIL & VEGETATION CONTROL	10,230	9,637	(593)	(6.2%)	26,271	28,911	2,639	9.1%
ENVIRONMENTAL TESTING	4,018	8,050	4,031	50.1%	12,375	24,149	11,774	48.8%
EQUIPMENT MAINTENANCE	36,581	34,353	(2,228)	(6.5%)	103,762	103,079	(683)	(0.7%)
FACILITIES MAINTENANCE	54,673	66,674	12,001	18.0%	179,142	200,021	20,879	10.4%
LANDSCAPING	6,088	3,668	(2,420)	(66.0%)	15,106	10,505	(4,601)	(43.8%)
NAVIGATION MAINTENANCE	1,390	4,642	3,252	70.1%	2,344	13,925	11,581	83.2%
OTHER EXPENSES				-				-
SECURITY	14,446	19,893	5,447	27.4%	49,884	59,680	9,797	16.4%
SNOW REMOVAL				-				-
EXPENSE TRANSFERS				-				-
	159,442	155,791	(3,651)	(2.3%)	422,541	466,893	44,353	9.5%
WAGE & BENEFIT TRANSFER IN				-				-
	159,442	155,791	(3,651)	(2.3%)	422,541	466,893	44,353	9.5%
<b>GENERAL AND ADMINISTRATIVE</b>								
BAD DEBT EXPENSE		42	42	100.0%		125	125	100.0%
BANK FEES	11,144	8,902	(2,242)	(25.2%)	41,171	30,844	(10,327)	(33.5%)
COMPUTER EXPENSES	13,420	5,788	(7,632)	(131.8%)	25,633	17,365	(8,268)	(47.6%)
DISCOUNTS AND LATE FEES	(165)	(171)	(6)	3.7%	(1,130)	(512)	618	(120.5%)
EQUIPMENT UNDER \$5,000	3,002	5,993	2,991	49.9%	9,897	17,978	8,081	45.0%
FEES AND LICENSES	3,106	7,018	3,912	55.7%	8,587	21,661	13,074	60.4%
INSURANCE	38,221	32,746	(5,474)	(16.7%)	107,514	97,879	(9,636)	(9.8%)
OFFICE EQUIPMENT	1,752	1,834	81	4.4%	4,754	5,501	747	13.6%
PROFESSIONAL DEVELOPMENT	5,361	4,788	(573)	(12.0%)	8,262	14,364	6,101	42.5%
SUPPLIES	7,991	8,829	838	9.5%	20,820	26,488	5,668	21.4%
TELEPHONES AND COMMUNICATIONS	12,811	13,272	461	3.5%	38,720	39,816	1,095	2.8%
TRAVEL AND MILEAGE	965	4,092	3,127	76.4%	3,191	12,275	9,084	74.0%
OTHER EXPENSES	7,930	5,659	(2,271)	(40.1%)	10,750	16,976	6,226	36.7%
	105,538	98,792	(6,747)	(6.8%)	278,169	300,760	22,589	7.5%
<b>UTILITIES</b>								
ELECTRICITY	43,826	56,068	12,242	21.8%	140,095	165,456	25,361	15.3%
ELECTRICITY TRANSFERS				-				-
HEATING OIL	152		(152)	-	152		(152)	-
NATURAL GAS	1,093	1,282	189	14.7%	4,003	2,822	(1,181)	(41.9%)
NATURAL GAS TRANSFERS				-				-
PROPANE	3,690	3,170	(520)	(16.4%)	10,314	6,928	(3,385)	(48.9%)
WASTE REMOVAL	5,480	9,270	3,789	40.9%	17,109	27,809	10,699	38.5%
WASTE REMOVAL TRANSFERS				-				-
WATER	25,155	43,465	18,310	42.1%	30,384	48,674	18,290	37.6%
WATER TRANSFERS				-				-
	79,396	113,255	33,857	29.9%	202,057	251,689	49,632	19.7%
<b>PROFESSIONAL SERVICES</b>								
AUDIT	33,350	41,900	8,550	20.4%	44,234	41,900	(2,334)	(5.6%)
INFORMATION TECHNOLOGY	9,165	9,722	558	5.7%	26,793	29,167	2,374	8.1%
LEGAL	1,836	10,767	8,931	82.9%	1,836	32,300	30,464	94.3%
LEGAL PERMIT IMPLEMENT	3,161	14,583	11,422	78.3%	3,161	43,750	40,589	92.8%
ADMINISTRATIVE SERVICES	5,200	5,917	717	12.1%	13,769	17,750	3,981	22.4%
	52,712	82,889	30,177	36.4%	89,793	164,867	75,074	45.5%
<b>MARKETING AND PROMOTION</b>								
ADVERTISING	4,569	4,489	(80)	(1.8%)	8,640	13,466	4,826	35.8%
OTHER MARKETING	35,197	25,588	(9,608)	(37.6%)	49,558	76,765	27,207	35.4%
FLIGHT INCENTIVES				-				-
	39,766	30,077	(9,689)	(32.2%)	58,198	90,231	32,032	35.5%
<b>OTHER OPERATING EXPENSES</b>								
COAST TROLLEY	10,000	10,000		-	30,000	30,000		-
FUEL	90,582	91,525	943	1.0%	440,231	340,591	(99,641)	(29.3%)
GOLF CART LEASE	20,717	10,000	(10,717)	(107.2%)	62,150	51,000	(11,150)	(21.9%)
MERCHANDISE	24,635	29,139	4,504	15.5%	73,700	90,744	17,044	18.8%
	145,934	140,664	(5,270)	(3.7%)	606,081	512,335	(93,747)	(18.3%)
<b>TOTAL OPERATING EXPENSES</b>	<b>1,295,399</b>	<b>1,387,928</b>	<b>92,528</b>	<b>6.7%</b>	<b>3,761,376</b>	<b>4,092,917</b>	<b>331,538</b>	<b>8.1%</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>342,116</b>	<b>180,595</b>	<b>161,519</b>	<b>89.4%</b>	<b>2,038,224</b>	<b>1,181,238</b>	<b>856,984</b>	<b>72.5%</b>
DEPRECIATION	557,853	553,364	(4,490)	(0.8%)	1,709,805	1,678,457	(31,348)	(1.9%)
AMORTIZATION				-				-
<b>NON-OPERATING (INCOME)/EXPENSES</b>								
INTEREST EXPENSE		833	833	100.0%		2,500	2,500	100.0%
INTEREST INCOME	(1,303)	(735)	568	(77.2%)	(3,776)	(2,206)	1,570	(71.2%)
NON-OPERATING GRANT FUNDING				-				-
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	(1,303)	98	1,401	1429.8%	(3,776)	294	4,070	1384.5%
<b>NET OPERATING INCOME/(LOSS)</b>	<b>(214,435)</b>	<b>(372,867)</b>	<b>168,430</b>	<b>(42.5%)</b>	<b>332,195</b>	<b>(497,513)</b>	<b>829,706</b>	<b>(166.8%)</b>

# CURRENT ORGANIZATION CHART



**TOTAL BENEFITED POSITIONS**

	<b>FILLED</b>	<b>OPEN</b>
FDA	50	5
DFH	11	1
<b>TOTAL</b>	<b>61</b>	<b>6</b>

## CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salary/Benefited	Hourly/Benefited	Hourly/Non-Benefited	Seasonal	TOTAL
MAINTENANCE	-	17	3	0	20
PSM AIRPORT	2	9	8	-	19
SECURITY	1	-	7	-	8
PORT AUTHORITY	3	8	15	13	39
GOLF COURSE	3	4	2	40	49
FINANCE	2	2	-	-	4
ENGINEERING	2	1	-	-	3
LEGAL	1	1	3	-	5
DAW AIRPORT	1	1	-	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	0	1	-	-	1
MARKETING EXECUTIVE	1	1	-	-	2
<b>TOTAL</b>	<b>17</b>	<b>44</b>	<b>38</b>	<b>53</b>	<b>152</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Consolidated Statement of Net Position**  
**For the Three Months Ending September 30, 2022**

	<u>2023</u>	<u>2022</u>
	Ending	Ending
<b>ASSETS</b>		
Cash and Investments	\$11,847,501	\$4,365,308
Accounts Receivable - Net	8,411,593	7,294,779
Inventories	395,972	295,265
Prepays	179,945	111,657
	<u>20,835,011</u>	<u>12,067,009</u>
Restricted Assets		
Cash and Investments	329,434	578,086
Current Receivables	60,555	416
Loans Receivable - NHFL		
Due within 1 Year	115,376	105,249
Due in more than 1 Year	1,061,384	875,087
Total Restricted Assets	<u>1,566,748</u>	<u>1,558,839</u>
Noncurrent Assets		
Leases Receivable-Net of Current Portion	197,230,941	169,907,424
Land	7,520,786	7,520,786
Construction-in-Process	12,046,131	4,980,860
Other Capital Assets - Net	76,610,419	83,036,226
Total Noncurrent Assets	<u>293,408,278</u>	<u>265,445,297</u>
<b>TOTAL ASSETS</b>	<u>315,810,037</u>	<u>279,071,144</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension	1,424,984	2,008,286
OPEB	2,279,876	2,193,378
	<u>3,704,860</u>	<u>4,201,664</u>
<b>LIABILITIES</b>		
Accounts Payable and Accrued Expenses	4,270,319	2,272,124
Retainage	66,280	2,610,215
Accounts Payable for Capital Assets		2,925,384
Offset to Accounts Payable for Capital		(2,925,384)
Unearned Revenues	368,895	373,664
Long-Term Liabilities		
Net Pension Liability	4,279,644	6,170,435
Net OPEB Liability	7,378,664	8,041,994
Due within 1 Year		90,924
Due in more than 1 Year	347,400	341,845
	<u>16,711,202</u>	<u>19,901,199</u>
Restricted Liabilities		
Current Liabilities	1,539	10,400
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
	<u>1,539</u>	<u>10,400</u>
<b>TOTAL LIABILITIES</b>	<u>16,712,741</u>	<u>19,911,599</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension	1,382,954	360,975
OPEB	1,651,884	2,546,921
Lease Revenue	198,471,605	172,345,488
	<u>1,933,243</u>	<u>2,873,384</u>
<b>NET POSITION</b>		
Net Investment in Capital Assets	96,177,336	92,612,488
Restricted For:		
Revolving Loan Fishery Fund	1,253,230	1,247,344
Harbor Dredging and Pier Maintenance	25,841	(43,919)
Foreign Trade Zone	11,382	8,367
Unrestricted	3,827,925	(5,716,455)
<b>TOTAL NET POSITION</b>	<u>101,295,714</u>	<u>88,107,825</u>



**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$56,658	\$54,182	\$2,476	4.6%	\$207,277	\$202,232	\$5,045	2.5%
CARGO AND HANGARS	\$2,594	\$2,550	\$44	1.7%	\$7,663	\$7,631	\$32	0.4%
CONCESSION REVENUE	\$4,012	\$876	\$3,136	358.0%	\$8,734	\$5,708	\$3,026	53.0%
FEE REVENUE	\$76,258	\$39,178	\$37,080	94.6%	\$255,704	\$144,497	\$111,207	77.0%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$14,701	\$16,767	(\$2,066)	(12.3%)	\$185,081	\$50,301	\$134,780	267.9%
<b>TOTAL OPERATING REVENUES</b>	<b>154,223</b>	<b>113,553</b>	<b>40,670</b>	<b>35.8%</b>	<b>664,459</b>	<b>410,369</b>	<b>254,090</b>	<b>61.9%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	102,465	112,198	9,733	8.7%	315,262	329,552	14,290	4.3%
BUILDING AND FACILITIES	76,097	73,979	(2,118)	(2.9%)	216,320	222,469	6,149	2.8%
GENERAL AND ADMINISTRATIVE	31,557	32,181	624	1.9%	93,835	96,586	2,751	2.8%
UTILITIES	27,483	38,623	11,140	28.8%	88,047	116,221	28,174	24.2%
PROFESSIONAL SERVICES	3,412	4,917	1,505	30.6%	8,350	14,750	6,400	43.4%
MARKETING AND PROMOTION	33,169	8,542	(24,627)	(288.3%)	42,049	25,625	(16,424)	(64.1%)
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>	<b>274,183</b>	<b>270,440</b>	<b>(3,743)</b>	<b>(1.4%)</b>	<b>763,863</b>	<b>805,203</b>	<b>41,340</b>	<b>5.1%</b>
<b>OPERATING INCOME</b>	<b>(119,960)</b>	<b>(156,887)</b>	<b>36,927</b>	<b>23.5%</b>	<b>(99,404)</b>	<b>(394,834)</b>	<b>295,430</b>	<b>74.8%</b>
NON-OPERATING (INCOME) EXPENSE	0	0	0	-	0	0	0	-
DEPRECIATION	369,334	348,635	(20,699)	(5.9%)	1,131,721	1,051,058	(80,663)	(7.7%)
<b>NET OPERATING INCOME</b>	<b>(489,294)</b>	<b>(505,522)</b>	<b>(16,228)</b>	<b>3.2%</b>	<b>(1,231,125)</b>	<b>(1,445,892)</b>	<b>(214,767)</b>	<b>14.9%</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - SKYHAVEN AIRPORT**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS	11,274	11,335	(61)	(0.5%)	34,247	34,109	138	0.4%
CONCESSION REVENUE	584	250	334	133.8%	1,296	750	546	72.9%
FEE REVENUE		74	(74)	(100.0%)		221	(221)	(100.0%)
FUEL SALES	7,441	10,994	(3,553)	(32.3%)	39,898	27,230	12,669	46.5%
INTEREST								
MERCHANDISE								
OTHER REVENUE		92	(92)	(100.0%)		275	(275)	(100.0%)
<b>TOTAL OPERATING REVENUES</b>	<b>19,299</b>	<b>22,745</b>	<b>(3,445)</b>	<b>(15.1%)</b>	<b>75,441</b>	<b>62,585</b>	<b>12,857</b>	<b>20.5%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	4,326	3,703	(623)	(16.8%)	13,177	11,661	(1,515)	(13.0%)
BUILDING AND FACILITIES	14,901	4,161	(10,739)	(258.1%)	19,191	12,154	(7,037)	(57.9%)
GENERAL AND ADMINISTRATIVE	4,024	4,388	364	8.3%	11,932	13,132	1,200	9.1%
UTILITIES	1,750	2,266	516	22.8%	4,995	5,843	848	14.5%
PROFESSIONAL SERVICES	1,668	2,185	518	23.7%	2,882	2,956	74	2.5%
MARKETING AND PROMOTION		292	292	100.0%	450	875	425	48.6%
OTHER OPERATING EXPENSES	5,995	4,100	(1,895)	(46.2%)	32,660	12,300	(20,360)	(165.5%)
<b>TOTAL OPERATING EXPENSES</b>	<b>32,664</b>	<b>21,095</b>	<b>(11,568)</b>	<b>(64.8%)</b>	<b>85,287</b>	<b>58,921</b>	<b>(26,365)</b>	<b>(44.7%)</b>
<b>OPERATING INCOME</b>	<b>(13,365)</b>	<b>1,650</b>	<b>(15,013)</b>	<b>(910.3%)</b>	<b>(9,846)</b>	<b>3,664</b>	<b>(13,508)</b>	<b>(368.7%)</b>
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	33,615	39,438	5,823	14.8%	103,087	120,942	17,856	14.8%
<b>NET OPERATING INCOME</b>	<b>(46,980)</b>	<b>(37,788)</b>	<b>(9,190)</b>	<b>24.3%</b>	<b>(112,933)</b>	<b>(117,278)</b>	<b>4,348</b>	<b>(3.7%)</b>



**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - TRADEPORT OPERATIONS**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	%		Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	%
				Variance					Variance
<b>OPERATING REVENUES</b>									
FACILITY RENTAL	\$764,209	\$761,257	\$2,952	0.4%		\$2,484,568	\$2,475,467	\$9,100	0.4%
CARGO AND HANGARS									
CONCESSION REVENUE									
FEE REVENUE									
FUEL SALES									
INTEREST									
MERCHANDISE									
OTHER REVENUE	1,182	8,333	(7,152)	(85.8%)		5,076	25,000	(19,924)	(79.7%)
<b>TOTAL OPERATING REVENUES</b>	<b>765,391</b>	<b>769,590</b>	<b>(4,200)</b>	<b>(0.5%)</b>		<b>2,489,644</b>	<b>2,500,467</b>	<b>(10,824)</b>	<b>(0.4%)</b>
<b>EXPENSES</b>									
WAGES AND FRINGE BENEFITS									
BUILDING AND FACILITIES	23,130	17,746	(5,383)	(30.3%)		41,130	53,239	12,109	22.7%
GENERAL AND ADMINISTRATIVE	9,650	6,919	(2,731)	(39.5%)		25,437	20,561	(4,876)	(23.7%)
UTILITIES	6,121	6,572	451	6.9%		19,143	18,933	(210)	(1.1%)
PROFESSIONAL SERVICES									
MARKETING AND PROMOTION	361	192	(169)	(88.1%)		361	575	214	37.3%
OTHER OPERATING EXPENSES	10,000	10,000	-	-		30,000	30,000	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>49,262</b>	<b>41,429</b>	<b>(7,833)</b>	<b>(18.9%)</b>		<b>116,071</b>	<b>123,308</b>	<b>7,238</b>	<b>5.9%</b>
<b>OPERATING INCOME</b>	<b>716,129</b>	<b>728,161</b>	<b>(12,032)</b>	<b>(1.7%)</b>		<b>2,373,573</b>	<b>2,377,159</b>	<b>(3,586)</b>	<b>(0.2%)</b>
<b>NON-OPERATING (INCOME) EXPENSE</b>									
DEPRECIATION	60,438	72,784	12,346	17.0%		185,591	223,204	37,613	16.9%
<b>NET OPERATING INCOME</b>	<b>655,691</b>	<b>655,377</b>	<b>314</b>	<b>0.0%</b>		<b>2,187,982</b>	<b>2,153,955</b>	<b>34,026</b>	<b>1.6%</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - GOLF COURSE**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	50,536	33,614	16,922	50.3%	162,240	138,030	24,210	17.5%
FEE REVENUE	363,724	363,604	120	0.0%	1,295,853	1,260,625	35,229	2.8%
FUEL SALES								
INTEREST								
MERCHANDISE	33,820	38,851	(5,032)	(13.0%)	113,484	120,992	(7,508)	(6.2%)
OTHER REVENUE	22	2,333	(2,312)	(99.1%)	4,770	7,000	(2,230)	(31.9%)
<b>TOTAL OPERATING REVENUES</b>	<b>448,102</b>	<b>438,402</b>	<b>9,698</b>	<b>2.2%</b>	<b>1,576,347</b>	<b>1,526,647</b>	<b>49,701</b>	<b>3.3%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	113,286	118,683	5,396	4.5%	374,906	383,295	8,389	2.2%
BUILDING AND FACILITIES	33,803	25,883	(7,921)	(30.6%)	98,234	77,148	(21,086)	(27.3%)
GENERAL AND ADMINISTRATIVE	21,862	19,731	(2,131)	(10.8%)	61,746	62,941	1,194	1.9%
UTILITIES	36,558	53,462	16,905	31.6%	64,635	74,873	10,238	13.7%
PROFESSIONAL SERVICES	5,359	4,618	(741)	(16.0%)	12,500	10,254	(2,246)	(21.9%)
MARKETING AND PROMOTION	2,028	3,034	1,006	33.2%	8,392	9,102	711	7.8%
OTHER OPERATING EXPENSES	45,351	39,139	(6,213)	(15.9%)	135,850	141,744	5,894	4.2%
<b>TOTAL OPERATING EXPENSES</b>	<b>258,247</b>	<b>264,550</b>	<b>6,302</b>	<b>2.4%</b>	<b>756,263</b>	<b>759,357</b>	<b>3,093</b>	<b>0.4%</b>
<b>OPERATING INCOME</b>	<b>189,855</b>	<b>173,852</b>	<b>16,000</b>	<b>9.2%</b>	<b>820,084</b>	<b>767,290</b>	<b>52,794</b>	<b>6.9%</b>
NON-OPERATING (INCOME) EXPENSE	(12)	(17)	(4)	25.9%	(46)	(50)	(4)	8.8%
DEPRECIATION	30,749	30,280	(469)	(1.5%)	94,298	92,854	(1,444)	(1.6%)
<b>NET OPERATING INCOME</b>	<b>159,118</b>	<b>143,589</b>	<b>15,526</b>	<b>10.8%</b>	<b>725,832</b>	<b>674,486</b>	<b>51,345</b>	<b>7.6%</b>

<b>BUSINESS UNIT ANALYSIS</b>	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	113,484	1,297,632	162,959	2,272	1,576,347
OPERATING EXPENSES* *Excluding Depreciation	91,616	605,034	46,183	13,430	756,263
<b>OPERATING INCOME</b>	<b>21,868</b>	<b>692,598</b>	<b>116,776</b>	<b>(11,158)</b>	<b>820,084</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$38,509	\$34,219	\$4,290	12.5%	\$101,283	\$96,534	\$4,749	4.9%
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	3,000	3,000	-	-
FEE REVENUE	70,984	64,341	6,643	10.3%	248,944	193,810	55,134	28.4%
FUEL SALES	110,463	102,853	7,611	7.4%	523,723	386,224	137,499	35.6%
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	18,675	10,162	8,514	83.8%	72,474	54,545	17,930	32.9%
<b>TOTAL OPERATING REVENUES</b>	<b>238,631</b>	<b>211,575</b>	<b>27,057</b>	<b>12.8%</b>	<b>949,424</b>	<b>734,113</b>	<b>215,312</b>	<b>29.3%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	134,571	142,280	7,709	5.4%	406,823	430,017	23,194	5.4%
BUILDING AND FACILITIES	5,845	18,896	13,051	69.1%	32,328	56,689	24,361	43.0%
GENERAL AND ADMINISTRATIVE	17,021	10,886	(6,135)	(56.4%)	39,846	32,877	(6,969)	(21.2%)
UTILITIES	7,414	12,205	4,790	39.3%	25,167	35,441	10,274	29.0%
PROFESSIONAL SERVICES	5,718	13,570	7,851	57.9%	8,006	16,109	8,103	50.3%
MARKETING AND PROMOTION	659	268	(391)	(146.2%)	1,071	803	(268)	(33.3%)
OTHER OPERATING EXPENSES	84,587	87,425	2,838	3.2%	407,571	328,291	(79,280)	(24.1%)
<b>TOTAL OPERATING EXPENSES</b>	<b>255,815</b>	<b>285,530</b>	<b>29,713</b>	<b>10.4%</b>	<b>920,812</b>	<b>900,227</b>	<b>(20,584)</b>	<b>(2.3%)</b>
<b>OPERATING INCOME</b>	<b>(17,184)</b>	<b>(73,955)</b>	<b>56,770</b>	<b>(76.8%)</b>	<b>28,612</b>	<b>(166,114)</b>	<b>194,728</b>	<b>(117.2%)</b>
NON-OPERATING (INCOME) EXPENSE	(230)	(183)	46	(25.3%)	(657)	(550)	107	(19.5%)
DEPRECIATION	49,974	50,203	229	0.5%	153,290	153,823	532	0.3%
<b>NET OPERATING INCOME</b>	<b>(66,928)</b>	<b>(123,975)</b>	<b>57,046</b>	<b>(46.0%)</b>	<b>(124,021)</b>	<b>(319,387)</b>	<b>195,367</b>	<b>(61.2%)</b>

<b>BUSINESS UNIT ANALYSIS</b>	<b>RYE HARBOR</b>	<b>HAMPTON HARBOR</b>	<b>PORTS. FISH PIER</b>	<b>MARKET ST.</b>	<b>HARBOR MGMT</b>	<b>ADMIN</b>	<b>TOTAL</b>
OPERATING REVENUES	183,743	276,877	209,331	120,090	159,383	0	949,424
OPERATING EXPENSES* *Excluding Depreciation	158,392	246,501	195,311	100,088	92,881	127,639	920,812
<b>OPERATING INCOME</b>	<b>25,351</b>	<b>30,376</b>	<b>14,020</b>	<b>20,002</b>	<b>66,502</b>	<b>(127,639)</b>	<b>28,612</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - FOREIGN TRADE ZONE**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	-	-	-	-	\$2,000	\$2,000	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	-	-	-	-	-	-	-	-
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	104	104	100.0%	-	313	313	100.0%
UTILITIES	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	1,539	708	(830)	(117.2%)	1,539	2,125	586	27.6%
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>1,539</b>	<b>812</b>	<b>(726)</b>	<b>(89.4%)</b>	<b>1,539</b>	<b>2,438</b>	<b>899</b>	<b>36.9%</b>
<b>OPERATING INCOME</b>	<b>(1,539)</b>	<b>(812)</b>	<b>(726)</b>	<b>89.4%</b>	<b>461</b>	<b>(438)</b>	<b>899</b>	<b>(205.5%)</b>
NON-OPERATING (INCOME) EXPENSE	0	0	0	(45.5%)	(1)	(1)	0	(33.3%)
DEPRECIATION	-	-	-	-	-	-	-	-
<b>NET OPERATING INCOME</b>	<b>(1,539)</b>	<b>(812)</b>	<b>(726)</b>	<b>89.4%</b>	<b>462</b>	<b>(437)</b>	<b>899</b>	<b>(206.0%)</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - HARBOR DREDGING**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	8,396	9,250	(854)	(9.2%)	31,251	27,750	3,501	12.6%
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	550	750	(200)	(26.7%)	2,200	2,250	(50)	(2.2%)
<b>TOTAL OPERATING REVENUES</b>	<b>8,946</b>	<b>10,000</b>	<b>(1,054)</b>	<b>(10.5%)</b>	<b>33,451</b>	<b>30,000</b>	<b>3,451</b>	<b>11.5%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	5,917	5,917	100.0%	-	17,750	17,750	100.0%
GENERAL AND ADMINISTRATIVE	-	2,000	2,000	100.0%	(1)	6,000	6,001	100.0%
UTILITIES	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>-</b>	<b>7,917</b>	<b>7,917</b>	<b>100.0%</b>	<b>(1)</b>	<b>23,750</b>	<b>23,751</b>	<b>100.0%</b>
<b>OPERATING INCOME</b>	<b>8,946</b>	<b>2,083</b>	<b>6,863</b>	<b>329.4%</b>	<b>33,452</b>	<b>6,250</b>	<b>27,202</b>	<b>435.2%</b>
NON-OPERATING (INCOME) EXPENSE	(26)	(35)	(9)	26.2%	(86)	(105)	(19)	17.9%
DEPRECIATION	5,729	5,833	105	1.8%	17,884	17,500	(384)	(2.2%)
<b>NET OPERATING INCOME</b>	<b>3,243</b>	<b>(3,715)</b>	<b>6,958</b>	<b>(187.3%)</b>	<b>15,654</b>	<b>(11,145)</b>	<b>26,799</b>	<b>(240.5%)</b>



**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - REVOLVING LOAN FUND**  
**For the Three Months Ending September 30, 2022**

	Actual Sep FY 2023	Budget Sep FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST	2,922	2,583	339	13.1%	8,834	7,750	1,084	14.0%
MERCHANDISE		75	(75)	(100.0%)		225	(225)	(100.0%)
OTHER REVENUE				-				-
<b>TOTAL OPERATING REVENUES</b>	<b>2,922</b>	<b>2,658</b>	<b>264</b>	<b>9.9%</b>	<b>8,834</b>	<b>7,975</b>	<b>859</b>	<b>10.8%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE		46	46	100.0%		138	138	100.0%
UTILITIES				-				-
PROFESSIONAL SERVICES	2,113	1,000	(1,113)	(111.3%)	4,453	3,000	(1,453)	(48.4%)
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
<b>TOTAL OPERATING EXPENSES</b>	<b>2,113</b>	<b>1,046</b>	<b>(1,067)</b>	<b>(102.0%)</b>	<b>4,453</b>	<b>3,138</b>	<b>(1,315)</b>	<b>(41.9%)</b>
<b>OPERATING INCOME</b>	<b>809</b>	<b>1,612</b>	<b>(803)</b>	<b>(49.8%)</b>	<b>4,381</b>	<b>4,837</b>	<b>(456)</b>	<b>(9.4%)</b>
NON-OPERATING (INCOME) EXPENSE	(8)		8	-	(23)		23	-
DEPRECIATION				-				-
<b>NET OPERATING INCOME</b>	<b>817</b>	<b>1,612</b>	<b>(795)</b>	<b>(49.3%)</b>	<b>4,404</b>	<b>4,837</b>	<b>(433)</b>	<b>(9.0%)</b>

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 09-30-2022	BALANCE AT 06-30-2022
<b>CASH BALANCES</b>		
GENERAL FUNDS	76	75
SEQUESTERED FUNDS	-	-
	<u>76</u>	<u>75</u>
<b>LOANS OUTSTANDING (22)</b>		
CURRENT	115	113
LONG TERM	1,061	1,059
	<u>1,176</u>	<u>1,172</u>
<b>TOTAL CAPITAL BASE</b>	<u>1,252</u>	<u>1,247</u>
<b>CAPTIAL UTILIZATION RATE -% *</b>	<b>93.9%</b>	<b>94.0%</b>

\*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES  
AS OF SEPTEMBER 30, 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	28,119	26,200	25,223	(1,301)	22,177	1,649	1,252
SKYHAVEN AIRPORT	141	141	145	(26)	78	40	40
DIVISION OF PORTS AND HARBORS	13,253	0	10,605	(65)	9,528	994	994
	<u>41,513</u>	<u>26,341</u>	<u>35,973</u>	<u>(1,392)</u>	<u>31,783</u>	<u>2,683</u>	<u>2,286</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS  
AS OF SEPTEMBER 30, 2022**

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-22</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 09-30-22</u>
<b>PORTSMOUTH AIRPORT</b>					
TERMINAL EXPANSION (NON-GRANT)	581	(4)	-	(4)	577
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	(26)	31	-	31	5
TERMINAL BUILDING EXPANSION (AIP 66)	3	-	-	-	3
TERMINAL BUILDING EXPANSION (AIP 62)	25	-	-	-	25
ALPHA SOUTH HOLD BAY (AIP 67)	6	1	-	1	7
SNOW REMOVAL EQUIPMENT (AIP 69)	21	-	-	-	21
LOWERY LANE (AIP 70)	312	-	-	-	312
PSM ACCESS CONTROL BOARD	39	5	(44)	(39)	-
GATE ACCESS CONTROL	44	0	(44)	(44)	-
CORPORATE DRIVE DRAINAGE	84	23	-	23	107
TAXIWAY A REPAIRS	7	137	-	137	144
SNOW REMOVAL EQUIPMENT (AIP 74)	10	-	-	-	10
ARRIVALS HALL EXPANSION	-	1	-	1	1
PSM MOBILE RADIO PURCHASE	26	0	(26)	(26)	-
	<u>1,132</u>	<u>194</u>	<u>(114)</u>	<u>80</u>	<u>1,212</u>
<b>SKYHAVEN AIRPORT</b>					
TERMINAL APRON DESIGN (SBG 15-09)	145	0	-	0	145
TERMINAL UPGRADES	17	11	-	11	28
	<u>162</u>	<u>11</u>	<u>-</u>	<u>11</u>	<u>173</u>
<b>MAINTENANCE</b>					
CRACK SEALING MACHINE	-	91	(91)	0	0
	<u>-</u>	<u>91</u>	<u>(91)</u>	<u>-</u>	<u>-</u>
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,801	65	-	65	1,866
PFP BULKHEAD REPAIR AND CONSTRUCTION	3,073	-	-	-	3,073
MAIN PIER (BUILD GRANT)	3,754	1,315	-	1,315	5,069
MARKET ST SITE LIGHTING IMPROVEMENTS	157	105	-	105	262
HAMPTON DOCK REPLACEMENT (ARPA)	342	5	-	5	347
RYE WATER LINE INSTALL	7	-	-	-	7
RYE FUEL LINE INSTALL	37	-	-	-	37
	<u>9,171</u>	<u>1,490</u>	<u>0</u>	<u>1,490</u>	<u>10,661</u>
<b>TOTAL</b>	<u>10,465</u>	<u>1,786</u>	<u>(205)</u>	<u>1,581</u>	<u>12,046</u>

# CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING JULY 31, 2023

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



# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW NOVEMBER 1, 2022 TO JULY 31, 2023

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

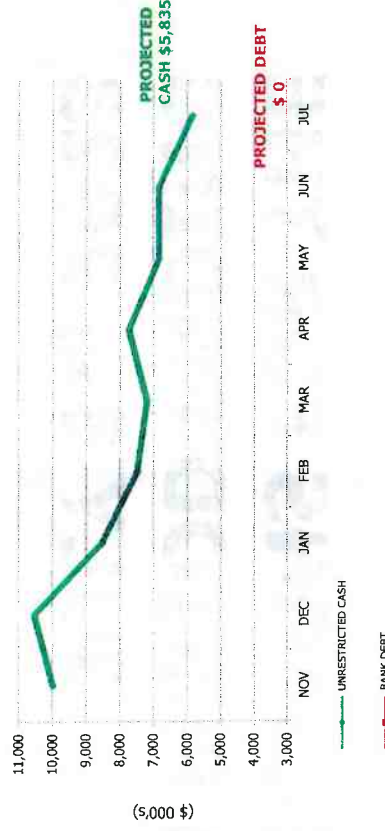
(\$ 000's)

	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>9,940</u></b>
<b>SOURCES OF FUNDS</b>	
GRANT AWARDS (SEE PAGE #9)	2,460
TRADEPORT TENANTS	8,071
MUNICIPAL SERVICE FEE (COP)	2,079
GOLF COURSE FEE AND CONCESSION REVENUES	1,993
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,442
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	163
	<u>16,208</u>
<b>USES OF FUNDS</b>	
OPERATING EXPENSES	9,365
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	7,358
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	790
MUNICIPAL SERVICE FEE (COP)- NET	2,800
	<u>20,313</u>
<b>NET CASH FLOW</b>	<b><u>(4,105)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>5,835</u></b>

**DISCUSSION**

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

**PROJECTED CASH AND DEBT BALANCES**



TOTAL FUND BALANCES	BALANCE AT 10-31-2022	BALANCE AT 06-30-2022
UNRESTRICTED	9,940	6,967
DESIGNATED	14	14
TOTAL	<u>9,954</u>	<u>6,981</u>



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

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	<u>9,940</u>	<u>9,971</u>	<u>10,515</u>	<u>8,529</u>	<u>7,471</u>	<u>7,182</u>	<u>7,718</u>	<u>6,812</u>	<u>6,815</u>	<u>9,940</u>
<b>SOURCES OF FUNDS</b>										
GRANT AWARDS (SEE PAGE #9)	-	1,470	20	320	20	590	20	20	-	2,460
TRADEPORT TENANTS	894	841	935	892	852	880	869	878	1,030	8,071
MUNICIPAL SERVICE FEE	135	135	423	135	135	423	135	135	423	2,079
GOLF COURSE	138	46	33	34	88	247	423	493	491	1,993
PORTSMOUTH AIRPORT- (PSM)	26	22	42	22	145	43	62	95	60	517
PSM PAY FOR PARKING	33	31	36	51	82	102	53	55	29	472
PSM FLOWAGE FEES	46	59	39	36	58	71	68	66	10	453
SKYHAVEN AIRPORT	17	16	16	16	17	20	19	19	23	163
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,289</u>	<u>2,620</u>	<u>1,544</u>	<u>1,506</u>	<u>1,397</u>	<u>2,376</u>	<u>1,649</u>	<u>1,761</u>	<u>2,066</u>	<u>16,208</u>
<b>USE OF FUNDS</b>										
CAPITAL- GRANT RELATED (SEE PAGE #4)	30	70	30	630	30	-	-	-	-	790
CAPITAL- NONGRANT (SEE PAGES #5-#8)	228	975	1,111	910	595	795	1,509	654	581	7,358
OPERATING EXPENSES	1,000	1,031	989	1,024	1,061	1,045	1,046	1,104	1,065	9,365
MUNICIPAL SERVICE FEE	-	-	1,400	-	-	-	-	-	1,400	2,800
	<u>1,258</u>	<u>2,076</u>	<u>3,530</u>	<u>2,564</u>	<u>1,686</u>	<u>1,840</u>	<u>2,555</u>	<u>1,758</u>	<u>3,046</u>	<u>20,313</u>
<b>NET CASH FLOW</b>	31	544	(1,986)	(1,058)	(289)	536	(906)	3	(980)	(4,105)
<b>CLOSING FUND BALANCE</b>	<u>9,971</u>	<u>10,515</u>	<u>8,529</u>	<u>7,471</u>	<u>7,182</u>	<u>7,718</u>	<u>6,812</u>	<u>6,815</u>	<u>5,835</u>	<u>5,835</u>

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

4

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>GRANT REIMBURSEMENT PROJECTS</b>										
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	20	-	-	-	-	-	-	-	20
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	20	-	-	-	-	-	-	-	20
PEASE BOULEVARD-ARBORETUM AVE	30	30	30	30	30	-	-	-	-	150
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	600	-	-	-	-	-	600
SNOW REMOVAL EQUIPMENT (AIP 74)	-	-	-	-	-	-	-	-	-	-
	<u>30</u>	<u>70</u>	<u>30</u>	<u>630</u>	<u>30</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>790</u>
<b>SKYHAVEN AIRPORT</b>										
	-	-	-	-	-	-	-	-	-	-
	<u>30</u>	<u>70</u>	<u>30</u>	<u>630</u>	<u>30</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>790</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NON-GRANT REIMBURSEMENT PROJECTS</u></b>										
<b><u>TECHNOLOGY/ADMINISTRATION</u></b>										
MICROSOFT SOFTWARE UPGRADES **	-	-	-	40	-	-	-	-	-	40
PAYCHEX PAYROLL KIOSKS **	5	-	-	-	-	-	-	-	-	5
TECHNOLOGY ENHANCEMENTS **	10	-	10	10	-	-	-	-	-	30
WEBSITE UPGRADES**	-	-	30	-	-	-	-	-	-	30
ADMIN ELECTRIC VEHICLE	26	-	-	-	-	-	-	-	-	26
	<u>41</u>	<u>-</u>	<u>40</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>131</u>
<b><u>GOLF COURSE</u></b>										
COURSE EQUIPMENT	-	-	-	15	-	-	89	-	-	104
WATER LINE REPLACEMENT CLUBHOUSE	55	-	-	-	-	-	-	-	-	55
VIDEO SURVEILLANCE SYSTEM**	-	-	-	-	15	20	-	-	-	35
COURSE IMPROVEMENTS**	-	-	-	-	-	-	-	-	-	-
	<u>55</u>	<u>-</u>	<u>-</u>	<u>15</u>	<u>15</u>	<u>20</u>	<u>89</u>	<u>-</u>	<u>-</u>	<u>194</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

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

(\$ 000's)

(CONTINUED):

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NON-GRANT REIMBURSEMENT</u></b>										
<b><u>PROJECTS (CONTINUED):</u></b>										
<b><u>PORTSMOUTH AIRPORT</u></b>										
TERMINAL EXPANSION	-	125	68	-	-	-	-	-	-	193
AIRFIELD SIGNAGE **	-	-	-	-	-	-	-	-	-	-
MOBILE RADIO UPGRADE	10	20	-	-	-	-	-	-	-	30
FENCE CONSTRUCTION **	-	-	-	-	-	35	-	-	-	35
GENERATOR UPGRADE **	10	-	-	-	-	-	-	-	-	10
TAXIWAY A REPAIRS	-	-	-	-	-	-	-	-	-	-
TERMINAL ARRIVALS AREA-DESIGN	-	500	500	200	-	-	-	-	-	1,200
TERMINAL ARRIVALS AREA-CONSTRUCT**	-	-	-	500	500	500	500	500	500	3,000
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	-	750	-	-	750
	<b>20</b>	<b>645</b>	<b>568</b>	<b>700</b>	<b>500</b>	<b>535</b>	<b>1,250</b>	<b>500</b>	<b>500</b>	<b>5,218</b>
<b><u>SKYHAVEN AIRPORT</u></b>										
SRE DOOR REPLACEMENT**	-	20	-	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	5	-	-	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG	16	-	-	-	-	-	-	-	-	16
TIRES -FRONT END LOADER	10	-	-	-	-	-	-	-	-	10
LED LIGHT REPLACEMENT	31	-	-	-	-	-	-	-	-	31
INTERIOR LIGHTING - T-HANGARS**	7	-	-	-	-	-	-	-	-	7
TOW BEHIND MOWER ATTACHMENT	11	-	-	-	-	-	-	-	-	11
REROOF TERMINAL BUILDING **	-	25	-	-	-	-	-	-	-	25
	<b>75</b>	<b>45</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>125</b>

NOTE:  
\*\* PENDING BOARD APPROVAL



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

(CONTINUED):

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):</b>										
<b>SECURITY</b>										
<b>PORTSMOUTH AIRPORT</b>										
CCTV SECURITY GATES	-	-	50	-	-	-	-	-	-	50
DOOR ACCESS CONTROL	-	-	-	-	-	-	-	-	-	-
REPLACE BADGING WORKSTATIONS	-	-	-	-	-	90	-	-	-	90
DURESS ALARM SYSTEMS	12	-	-	-	-	-	-	-	-	12
TRAINING VIDEO PRODUCTION	-	115	-	-	-	-	-	-	-	115
BADGE READER & MEDIA REPLACEMENT	-	16	73	-	-	-	-	-	-	89
SECURITY SYSTEM UPGRADE **	-	-	-	-	-	-	170	100	-	270
	<u>12</u>	<u>131</u>	<u>123</u>	-	-	<u>90</u>	<u>170</u>	<u>100</u>	-	<u>626</u>
<b>SECURITY</b>										
<b>SKYHAVEN AIRPORT</b>										
DOOR ACCESS CONTROL **	25	-	-	-	-	-	-	-	-	25
	<u>25</u>	-	-	-	-	-	-	-	-	<u>25</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY**  
**CAPITAL EXPENDITURES** (EXCLUDING THE DIVISION OF PORTS AND HARBORS)  
 (CONTINUED) (\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED)</u></b>										
<b><u>TRADEPORT</u></b>										
STORMWATER UPGRADES	-	25	-	-	25	-	-	-	-	50
GRAFTON RD AND GOLF COURSE INTERIM**	-	-	10	10	20	20	-	-	-	60
GRAFTON RD AND AVIATION AVE**	-	-	10	10	20	20	-	-	-	60
CORPORATE DRIVE- DRAINAGE	-	-	325	125	-	-	-	-	-	450
	<u>25</u>	<u>25</u>	<u>345</u>	<u>145</u>	<u>65</u>	<u>40</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>620</u>
<b><u>MAINTENANCE</u></b>										
VEHICLE FLEET REPLACEMENT	-	-	-	-	-	60	-	54	81	195
PAINT MACHINE **	-	-	-	-	15	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	50	-	-	-	50
HIGH LIFT **	-	-	30	-	-	-	-	-	-	30
JD DIESEL TRACTOR/TOW BEHIND MOWER	-	129	-	-	-	-	-	-	-	129
SWPPP WASH RACK	-	-	-	-	-	-	-	-	-	-
	<u>129</u>	<u>129</u>	<u>30</u>	<u>-</u>	<u>15</u>	<u>110</u>	<u>-</u>	<u>54</u>	<u>81</u>	<u>419</u>
<b>TOTAL NON-GRANT REIMBURSEMENT PROJECTS</b>	<u>228</u>	<u>975</u>	<u>1,111</u>	<u>910</u>	<u>595</u>	<u>795</u>	<u>1,509</u>	<u>654</u>	<u>581</u>	<u>7,358</u>

NOTE:  
 \*\* PENDING BOARD APPROVAL

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

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b><u>PORTSMOUTH AIRPORT</u></b>										
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)	-	932	-	-	-	-	-	-	-	932
RUNWAY- AIR NATIONAL GUARD	-	-	-	300	-	-	-	-	-	300
TW A SOUTH HOLD BAY (AIP 67)	-	90	-	-	-	-	-	-	-	90
PEASE BOULEVARD- ARBORETUM AVE	-	-	20	20	20	20	20	20	-	120
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	570	-	-	-	570
LOWERY LANE PAVING (AIP 70)	-	30	-	-	-	-	-	-	-	30
<b><u>SKYHAVEN AIRPORT</u></b>										
TERMINAL APRON DESIGN (SBG-9)	-	40	-	-	-	-	-	-	-	40
<b>TOTAL</b>	-	1,470	20	320	20	590	20	20	-	2,460

# PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

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

**PURPOSE** TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.

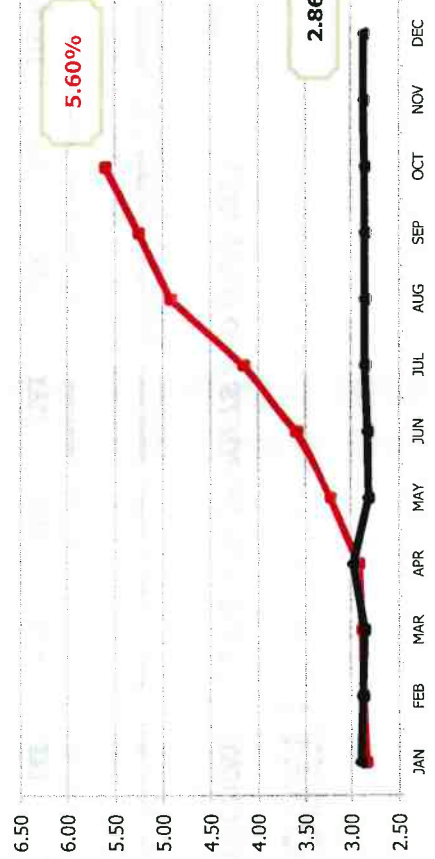
**INTEREST RATE** ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS

**MINIMUM SIZE OF DRAWDOWN** NO MINIMUM

**OTHER** DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 10-31-2022	BALANCE AT 06-30-2022	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
<b>WEIGHTED AVERAGE</b>	<b>3.82%</b>	<b>2.86%</b>		

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





# DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW NOVEMBER 1, 2022 TO JULY 31, 2023

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

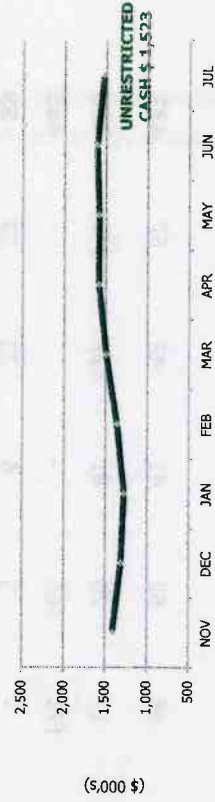
	<u>AMOUNT</u>
<b>(\$ 000's)</b>	
<b>OPENING FUND BALANCE</b>	<b><u>1,468</u></b>
<b>SOURCES OF FUNDS</b>	
FACILITY RENTALS AND CONCESSIONS	437
FUEL SALES	453
REGISTRATIONS / WHARFAGE	746
MOORING FEES	465
PARKING FEES	53
	<u>2,154</u>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	1,173
FUEL PROCUREMENT	370
OPERATING EXPENSES	456
CAPITAL EXPENDITURES AND OTHER	100
	<u>2,099</u>
<b>NET CASH FLOW</b>	<u>55</u>
<b>CLOSING FUND BALANCE</b>	<b><u>1,523</u></b>

**DISCUSSION**

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

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

**PROJECTED UNRESTRICTED CASH BALANCES**



	<u>BALANCE AT 10/31/22</u>	<u>BALANCE AT 06/30/22</u>
<b>TOTAL FUND BALANCES</b>	<b>1,468</b>	<b>1,520</b>
<b>UNRESTRICTED FUNDS</b>	<b>160</b>	<b>160</b>
<b>RESTRICTED FUNDS:</b>		
HARBOR DREDGING	243	279
REVOLVING LOAN FUND	85	75
FOREIGN TRADE ZONE	11	11
	<u>339</u>	<u>365</u>

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW

### (UNRESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	<u>1,468</u>	<u>1,407</u>	<u>1,309</u>	<u>1,271</u>	<u>1,357</u>	<u>1,489</u>	<u>1,579</u>	<u>1,581</u>	<u>1,608</u>	<u>1,468</u>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS AND CONCESSIONS	43	41	37	39	64	62	42	42	67	437
FUEL SALES	22	22	18	14	17	26	81	112	141	453
MOORING FEES	-	-	-	125	175	165	-	-	-	465
PARKING FEES	-	-	-	-	-	5	6	23	19	53
REGISTRATIONS / WHARFAGE	50	72	88	92	81	81	125	157	-	746
	<u>115</u>	<u>135</u>	<u>143</u>	<u>270</u>	<u>337</u>	<u>339</u>	<u>254</u>	<u>334</u>	<u>227</u>	<u>2,154</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	116	124	122	119	134	124	143	141	150	1,173
FUEL PROCUREMENT	18	18	14	11	14	21	65	90	120	370
UTILITIES	12	12	14	12	15	15	13	13	11	117
GENERAL AND ADMINISTRATIVE	10	10	10	10	10	10	10	12	11	93
BUILDINGS AND FACILITIES	19	19	19	31	32	28	19	49	19	235
PROFESSIONAL SERVICES	1	1	1	1	1	1	2	2	1	11
CAPITAL EXPENDITURES AND OTHER	-	50	-	-	-	50	-	-	-	100
	<u>176</u>	<u>234</u>	<u>180</u>	<u>184</u>	<u>206</u>	<u>249</u>	<u>252</u>	<u>307</u>	<u>312</u>	<u>2,099</u>
<b>NET CASH FLOW</b>	(61)	(99)	(37)	86	131	90	2	27	(85)	55
<b>CLOSING FUND BALANCE</b>	<u>1,407</u>	<u>1,309</u>	<u>1,271</u>	<u>1,357</u>	<u>1,489</u>	<u>1,579</u>	<u>1,581</u>	<u>1,608</u>	<u>1,523</u>	<u>1,523</u>

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

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	243	251	211	221	177	187	195	155	113	243
<b>SOURCES OF FUNDS</b>										
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
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	50	-	2	-	2	-	50	-	104
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	-	-	50	-	-	-	50	-	100
	2	50	-	54	-	2	50	52	-	210
<b>NET CASH FLOW</b>	8	(40)	10	(44)	10	8	(40)	(42)	10	(120)
<b>CLOSING FUND BALANCE</b>	251	211	221	177	187	195	155	113	123	123

# DIVISION OF PORTS AND HARBORS

## STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

### (RESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	85	97	57	69	80	40	53	67	79	85
<b><u>SOURCES OF FUNDS</u></b>										
LOAN REPAYMENTS	10	10	10	10	10	11	12	12	12	97
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	13	13	13	13	13	14	15	15	15	124
<b><u>USE OF FUNDS</u></b>										
NEW LOANS PROJECTED	-	50	-	-	50	-	-	-	30	130
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	1	1	1	2	1	1	1	1	1	10
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	1	53	1	2	53	1	1	3	31	146
<b>NET CASH FLOW</b>	12	(40)	12	11	(40)	13	14	12	(16)	(22)
<b>CLOSING FUND BALANCE</b>	97	57	69	80	40	53	67	79	63	63



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

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<b>OPENING FUND BALANCE</b>	11	10	15	17	17	17	15	15	15	11
<b><u>SOURCES OF FUNDS</u></b>										
FACILITY RENTALS	-	5	5	-	-	-	-	-	-	10
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	-	5	5	-	-	-	-	-	-	10
<b><u>USE OF FUNDS</u></b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	1	-	-	1	-	-	-	2
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	1	-	2	-	-	1	-	-	-	4
	1	-	3	-	-	2	-	-	-	6
<b>NET CASH FLOW</b>	(1)	5	2	-	-	(2)	-	-	-	4
<b>CLOSING FUND BALANCE</b>	10	15	17	17	17	15	15	15	15	15



55 International Drive, Portsmouth NH 03801

November 7, 2022

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

**Re: Rights of Entry**  
**42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH**

Dear Mr. Jalbert:

This letter will authorize the Jalbert Leasing, Inc. d/b/a C&J Bus Lines, ("C&J"), with an address of 185 Grafton Drive, Portsmouth, NH, to enter upon and utilize vehicle parking spaces at the following locations: 42 Durham Street; 47 Durham Street; and Hampton Street, Portsmouth, New Hampshire, as shown on the attached Exhibit A (the "Premises") commencing November 7, 2022 through May 1, 2023 (the "Term") for the purposes of parking C&J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire on May 1, 2023.

This authorization is conditioned upon the following:

1. C&J agrees 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 and the State of New Hampshire 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 and the State of New Hampshire, 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

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

Page Two

November 7, 2022

Re: **Rights of Entry**

**42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH**

invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

2. C&J acknowledges and agrees that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) permits the PDA to relocate the parking spaces provided to another PDA property at the Pease International Tradeport at any time subject to a 7-day advanced notice requirement. 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, shall provide to the PDA 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 agrees 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 shall 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 that vehicles may only be parked in the areas 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, and to relocate C&J to an equivalent number of spaces on other PDA property. Any vehicles left on the Premises following such termination and relocation may be removed by the PDA at the owner's expense.

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

Page Three

November 7, 2022

Re: **Rights of Entry**

**42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH**

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 PDA Maintenance Department. All snow removal, sanding, and salting shall be at C&J's own cost and expense.

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

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

10. Prior to termination of the Right of Entry, C&J shall restore the Premises to the same or better conditions than the Premises were in before its use pursuant to this Right of Entry.

11. C&J agrees 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.

12. C&J agrees to pay PDA a \$0.35/square foot/year fee for the Premises prorated for the period of use under this Right of Entry (the "Fee"):

42 Durham Street	40,510 sf	\$1,181.54/mo.
47 Durham Street	40,946 sf	\$1,194.25/mo.
Hampton Street	38,768 sf	\$1,130.73/mo.

The Fee shall be payable in advance in monthly installments and pro-rated for any partial periods. Payment shall be delivered to the PDA, 55 International Drive, Portsmouth, NH, 03801.

C&J agrees to vacate the premises after receiving a 30 day notice from the PDA.



Page Four

November 7, 2022

Re: Right of Entry

42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

13. 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. The Municipal Services Fee shall be paid in total with the first month's Fee payment.

Municipal Services Fee

\$2,033.78

14. C&J agrees that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE, without the express written permission of the PDA.

15. C&J shall provide PDA with contact information of a local representative from the C&J, who shall be available to respond to communications concerning this ROE.

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

Very truly yours,

Paul E. Brean  
Executive Director

Agreed and accepted this 7 day of November, 2022

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

By 

Print Name/Title Jamie Kesniak / VP  
Duly Authorized

EXHIBIT A  
PREMISES



C&J Trailways Satellite Parking at 42 Durham Street

DESIGNED BY: MPM DATE: 10/25/22 SCALE: 1"=120'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



Satellite Parking for C&J

DESIGNED BY: MRM

DATE: 10/10/18

SCALE: 1"=60'±



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

[www.peaseauthority.com](http://www.peaseauthority.com)





Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MRM    DATE: 10/25/22    SCALE: 1"=120'



## MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into two (2) License Agreements with Granite State Gas Transmission, Inc., for the purpose of installing, maintaining, and operating natural gas transmission infrastructure at two (2) locations on the Pease International Tradeport; all substantially in accordance with the memorandum from Michael Mates, Engineering Manager, dated November 8, 2022, and the draft License Agreements attached hereto.

## MEMORANDUM

To: Paul E Brean, Executive Director *PAB*  
From: Michael R. Mates, P.E., Director of Engineering *MRM*  
Date: November 8, 2022  
Subject: Unitil Gas Line Improvements

Unitil, through its subsidiary Granite State Gas Transmission, Inc., owns and operates a natural gas line that lies just within the border of Pease International Tradeport starting at Route 33 and then following Interstate 95 and the Spaulding Turnpike to the northeastern corner of PDA property. Unitil needs to make improvements to the line by adding infrastructure that will assist with mandatory pipe inspections. The inspections are accomplished by sending a pipeline inspection gauge, or PIG, through the line. The PIG is inserted into the line (launched) and then retrieved from the line (received) at certain maximum intervals. Unitil is seeking to install a launcher at a site on the Spaulding Turnpike near the ball field where a receiver now exists (Ballfield Site). Unitil is also seeking to add a launcher-receiver station just south of the City of Portsmouth water tank near the NHDOT roundabout (Bean Hill Site). These locations are shown on attached drawings.

Both the Ballfield and Bean Hill sites are approximately 2,200 square feet. Staff recommends granting Unitil licenses to these areas to facilitate the infrastructure improvements.

Because Unitil has operated this transmission line for more than 35 years (the occupancy predates PDA's interest in the land) and because the line benefits PDA and its tenants, staff is proposing that the Board approve the Unitil licenses at no cost. The license terms would be 30 years with a right to extend for four successive five year periods. This is consistent with a prior license granted to Unitil for the pipeline in 2012.

At the November Board meeting, please ask the Board to approve licenses for Unitil as described herein.

In addition to the work described above, Unitil is also planning to make improvements to the regulator station it owns at the Pease Boulevard entrance to the Tradeport. These improvements are still in the design phase and will be brought to the Board for consideration at a later date.

N:\ENGINEER\Board Memos\2022\Unitil Licenses.docx

## LICENSE AGREEMENT

This LICENSE is made by and between the PEASE DEVELOPMENT AUTHORITY established under New Hampshire law having a mailing address of 55 International Drive, Pease International Tradeport, Portsmouth, NH 03801 ("PDA" or "Licensor") and GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire corporation with its principal offices at 6 Liberty Lane West, Hampton, NH 03842 ("GSGT" or "Licensee"). PDA and Licensee may be referred to jointly as the "Parties".

### RECITALS

PDA 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 License pursuant to the provisions contained therein.

PDA acquired fee simple title to the portion of Pease International Tradeport (Pease) on which the Pipeline is proposed to be located by Deed from the United States Air Force (the "USAF" or "Government") dated as of October 15, 2003, and recorded on January 28, 2004, in the Rockingham County Registry of Deeds at Book 4227, Page 0001 (together with all exhibits and attachments thereto, the "Vesting Deed").

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 PDA which are addressed in the terms and conditions of this License. A copy of the current FFA, as amended by Modification I thereto, is available for viewing at the PDA. Unless the context refers specifically to the document referred to in the preceding sentence, the term FFA shall include any amendments to said document, all of which have been provided to Licensee by Licensor.

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

A. Licensed Premises. PDA grants to Licensee, for a period of thirty (30) years, beginning on December 1, 2022 (the "Commencement Date"), and terminating on the thirtieth (30th) anniversary of the Commencement Date (the "Term"), a license to approximately 2,200 square feet of land owned by the PDA located in Portsmouth, on the "Ball Field" off Corporate Drive adjacent to the Spaulding Turnpike, as shown on a Plan Set titled "Unitil Granite State Gas Transmission Ball Field Launcher and Receiver Corporate Drive Portsmouth, NH" dated 9/30/2022, prepared by Processed Pipeline Services for Unitil, attached as Exhibit A (the "Licensed Premises" and the "Development Plans"). Licensee may use the Licensed Premises during the Term, as extended by any Renewal Terms (see below), only for the purpose of installing, maintaining and operating a pipe that will be used to convey natural gas, as set forth below, and for no other use without the prior express written consent of the PDA. Licensee recognizes that the uses authorized in this License are not granted on an exclusive basis and that PDA may enter into leases, licenses or other agreements with other tenants or users at areas of the Pease other than the Licensed Premises for similar, identical, or competing uses. No provision of this License shall be construed as granting or authorizing the granting of an exclusive right, which is forbidden by



49 USC § 40 103(e), as the same may be amended from time to time.

PDA reserves the right to require Licensee to relocate its facilities to another location on Pease property provided that (i) such right not be exercised more than once in any 5 year term unless required by law; (ii) Licensee be given at least ninety (90) days prior notice; (iii) the alternate location be of comparable size and utility to Licensee, in Licensee's sole discretion; and (iv) unless the relocation is mandated by law, all reasonable costs of the relocation shall be borne by Licensor. Licensee shall complete the relocation of its facilities within ninety (90) days after written notice from PDA. In the event that the proposed alternative location is unacceptable to Licensee, in its sole discretion, Licensee shall have the right to terminate this License.

B. Term. Licensee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies PDA of its intention not to renew at least six (6) months prior to commencement of the succeeding Renewal Term.

This License is granted subject to the following conditions:

1. Use of Licensed Premises. Licensee has the right to construct, maintain, operate, repair and/or alter a pipeline (the "Pipeline") that will be used to convey natural gas and to construct build maintain and operate Ball Field Launcher and Receiver as shown on the Development Plans. This License includes the right to dig trenches, store materials and equipment, and do all other things on and under the Licensed Premises in order to construct, maintain, operate, repair and/or alter the Pipeline along with rights of ingress and egress along common roadways on foot and by vehicle, to and along the Licensed Premises subject to compliance with PDA operational rules and regulations or other PDA directives issued for the purpose of ensuring orderly operations at Pease, including the right to cut and keep clear all trees, brush, structures, or other obstructions that interfere with the exercise of their rights and license granted herein. Nothing in this paragraph shall be construed to limit Licensee's rights of access or ability to respond without interference as may be required in an emergency to protect the interests of public health and/or safety, provided, however, the Licensee shall coordinate with PDA with respect to its operations and if applicable, shall restore the Licensed Premises and any other property adversely affected by such emergency response to preexisting conditions or such other conditions as PDA agrees to in writing.

Licensee's use, occupation and maintenance of the Licensed Premises shall be: (a) without cost or expense to the PDA; (b) all installations shall be subject to the terms hereof and subject to the general supervision and approval of the PDA, any approvals referenced herein not to be unreasonably withheld, conditioned or delayed, unless stated otherwise in this License; and (c) subject to such reasonable rules and regulations as the PDA may prescribe from time to time, provided such rules and regulations (i) have been noticed in advance to Licensee in writing, (ii) do not materially adversely affect Licensee's rights or obligations under this License, and (iii) are applied in a nondiscriminatory and uniform manner. The current rules and regulations in effect for Pease, as may be applicable to the terms of this License, are attached hereto as in Exhibit B (PDA's Land Use Controls).

2. Condition of Licensed Premises. Licensee acknowledges that it has inspected the condition of the Licensed Premises and that said Licensed Premises are in good and tenantable condition for the use contemplated in this License. Subject to the terms of this License, Licensee accepts the Licensed Premises in an "as is", "where is" condition.



3. Taxes. During the term of this License, Licensee shall pay when due, all taxes, charges, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this License are assessed or imposed upon or become due and payable or a lien upon: (i) the Licensed Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) any use or occupancy of the Licensed Premises; or (iii) this transaction or any document to which Licensee is a party creating or transferring an estate or interest in the Licensed Premises. Licensee agrees to hold PDA harmless with respect to taxes levied against the Licensed Premises.

4. Construction Standards. All construction, operation, maintenance, repair and alteration of the Pipeline shall be performed by the Licensee in a manner that is consistent with industry standards, including, but not limited to, applicable requirements of the United States Department of Transportation ("USDOT"), and shall exercise due diligence in protecting the Pipeline against damage or destruction by fire and other causes. All construction, operation, maintenance, repair and alteration of the Pipeline shall be coordinated with the PDA and conducted in such a way to avoid or mitigate the impacts on PDA operations.

5. Maintenance.

a. Licensee shall, at its own expense, maintain the Pipeline in a safe condition, in good repair and in a manner suitable to PDA so as not to conflict with the use of the land by PDA, provided that such use does not interfere with the operation and maintenance of the Pipeline.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property and improvements and shall keep the same in good repair and condition during the License term.

c. Licensee shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

6. Reservations by PDA.

The parties further acknowledge and agree that PDA has reserved to itself, and its successors and assigns, the following additional rights: (a) the right to cross and recross over, and otherwise use, the surface area over the Licensed Premises by the lanes and roads and drainage ways in use as of the date of this Agreement; (b) the right to develop, construct, maintain, alter and/or operate new roadways, vehicular parking areas, or fuel lines, over the Licensed Premises; provided, however, that the exercise of any such reserved rights described in (b) above does not: (i) impair the rights of the Licensee, (ii) impair the structural integrity of the Pipeline or (iii) create a condition of non-compliance with or applicable Federal or other governing requirements. PDA agrees that no excavation, change of grade, or water impoundments will be made on or under, and no trees, brush, improvements, vehicular parking areas or other obstructions, will be placed or erected over, under or across, the Licensed Premises without written consent of Licensee, which consent shall not be unreasonably withheld or delayed.

7. Compliance with Laws.

Licensee will at all times during the existence of this License, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local

laws, rules, and regulations and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.

a. Responsibility for Licensee's compliance with such laws, rules, regulations and standards relating to Licensee's operations rests exclusively with Licensee. PDA assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. Except as otherwise specified herein, Licensee shall assume responsibility for and pay all costs relating to Licensee's compliance, defense or enforcement of actions or suits, payment of fines, penalties, or other sanctions and remedial costs.

b. This condition does not constitute a waiver of Federal Supremacy or State or federal sovereign immunity. Only laws and regulations applicable to the Licensed Premises under the Constitution and statutes of the United States and State of New Hampshire are covered by this condition.

8. Premises Access; Environmental.

a. Licensee shall have access to the Licensed Premises by means of existing roadways, or woods roads. Licensee shall not create additional access ways without PDA's express written consent. A request to create an additional access way shall be done so in accordance with the PDA Land Use Controls (Exhibit B) with an emphasis on Storm Water Treatment / Management.

b. Licensee acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Licensee acknowledges that PDA has provided it with a copy of the FFA entered into by the EPA, NHDES, and the Air Force on April 24, 1991 and Modification No. 1 thereto, effective March 18, 1993, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Licensed Premises and the terms of this License and that should any conflict arise between the terms of the FFA or the provisions of this License, the terms of the FFA will take precedence. Notwithstanding any other portion of this License, the FF A, and the Vesting Deed, Licensee does not assume any liability or responsibility for environmental impacts and damage caused by the Government's or PDA's or any other third party's use of toxic or hazardous wastes, substances or materials on any portion of the Pease, including the Licensed Premises or any hazardous wastes, substances or materials existing at the site prior to Licensee's occupancy. Licensee has no obligation to undertake the defense of any claim or action, whether in existence now or brought in the future, arising out of the use of or release of any toxic or hazardous wastes, substances or materials on or from any part of the Pease, including the Licensed Premises, prior to the earlier of the first day of Licensee's occupation or use of the Licensed Premises. Further, Licensee has no obligation under this License to undertake environmental response, remediation or cleanup relating to any such prior uses or releases. This Paragraph shall survive the expiration or termination of this License.

c. The Air Force, the EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Licensee, to enter upon the Licensed Premises to conduct any response or remedial action related to the Pease Air Force Base Installation Restoration Program (IRP) or FFA. These inspections, surveys or other response or remedial actions will, to the extent practicable, be coordinated with a representative designated by Licensee. Licensee agrees to cooperate with Licensor in its compliance with the provisions any applicable health or safety plan implemented by Licensor during the course of any such response or remedial action. Licensee shall have no claim on account of such entries against the United States



or the State of New Hampshire or any officer, agent, employee, or contractor thereof except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

9. Indemnification and Insurance.

PDA shall not be responsible for damage to property or injuries to persons caused by Licensee incident to the exercise of the privileges granted under this License (including the condition or state of repair of the Licensed Premises and its use and occupation by Licensee), or for damage to the property of Licensee, or for damage to the property or injuries to the person of Licensee's officers, employees, servants, agents, contractors, or others who may be on the Licensed Premises at their invitation or the invitation of any one of them, arising from governmental activities on the Licensed Premises, if any, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

a. Licensee agrees to assume all risks of loss or damage to the Licensed Premises including any building(s), improvements, fixtures or other property and bodily injury or death to persons by reason of Licensee's exercise of the privileges granted herein, and will settle and pay any claims arising out of the use and occupancy of the Licensed Premises, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors. Licensee 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 by reason of or incident to Licensee's possession and/or use of the Licensed Premises or as a consequence of Licensee's conduct of activities or the performance of responsibilities under this License, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

b. Licensee agrees to indemnify, save, hold harmless, and defend PDA and the State of New Hampshire and their officers, employees, and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted by Licensee under this License and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, releases, storage, disposal of any substance or matter, or any other action by Licensee giving rise to PDA and the State of New Hampshire including their officers, employees and agents from liability, civil or criminal, or responsibility under federal, state or local environmental laws, except for any intentional or negligent act or omission by PDA, and the State or any of such parties' officers, agents, employees, contractors and subcontractors. This provision shall survive the expiration or termination of this License and Licensee's obligations hereunder shall apply whenever PDA or the State incur costs or liabilities for Licensee's actions of the types described herein.

c. (1) During the term of this Agreement, Licensee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense the following types and limits of insurance.

(a) Workers' Compensation and Employer's Liability Insurance meeting applicable State of New Hampshire statutory requirements and limits for each accident and which specifically covers the persons and risks involved in this License.

(b) Automobile Liability Insurance for owned, hired and non-owned automobiles, for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Licensed

Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License. Limits of liability shall not be less than One Million Dollars (\$1,000,000) per incident.

- (c) Commercial General Liability Insurance with minimum limits of Four Million Dollars (\$4,000,000) as the single limit for each occurrence of bodily injury, personal injury and property damage, with four Million Dollars (\$4,000,000) aggregate. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractors liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (d) At the start of and during any period of construction, Builders All Risk Insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Licensed Facilities. Upon completion of construction, Licensee shall substitute for the foregoing insurance policies of fire extended coverage and vandalism and mischief insurance of the Licensed Premises. The amount of insurance at all times shall be representative of the insurable valuables installed or constructed.
- (e) All policies shall be written on an occurrence and not on a claims-made basis. Licensee's insurance policies shall be primary insurance as respects the negligence of Licensee.
- (f) Coverage amounts may be met by a combination of limits underlying an umbrella policy, so long as the combination of the limits equals or exceeds those stated.
- (g) Over the term of this License and any extensions thereof, PDA reserves the right to request increases in mandatory insurance coverage limits for each respective coverage area required under this License as the same may be appropriate, commercially reasonable and prudent in view of then existing conditions and circumstances. PDA agrees to provide Licensee with a thirty (30) day written notice when making any request for an increase in required insurance coverage limits.

(2.) Other Coverage Requirements. All policies, except workers' compensation, shall name the PDA and the State of New Hampshire as additional insureds and provide that the insurer shall have no right of subrogation against PDA and the State of New Hampshire, be primary and non-contributing with respect to coverages carried by PDA, and be reasonably satisfactory to the PDA in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which Licensee may have against the PDA. Furthermore, all coverages of Licensee's insurance shall be primary and non-contributing with respect to any coverages maintained by PDA.

(3.) Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Licensee shall be filed and maintained with the PDA annually during the term of this Agreement. Licensee shall immediately advise the PDA of any claim or litigation



that may result in liability to the PDA.

(4.) Cancellation or Modification of Policy. All insurance certificates provided to the Pease Development Authority shall provide a 30 day notice of cancellation with the exception of a 10 day notice for non-payment of premium. Such notice to be given by mail to PDA's address contained in this License Agreement.

(5.) Contractors. Licensee shall require that each and every one of its contractors and their subcontractors who perform work on the Licensed Premises carry, in full force and effect, workers' compensation and employer's liability insurance, comprehensive public liability insurance, and automobile liability insurance coverages of the types which Licensee is required to obtain under this Agreement, with appropriate limits.

10. Removal.

Upon termination of this Agreement for any reason, Licensee shall remove its equipment, personal property, and Licensee improvements from the Licensed Premises within ninety (90) days of the date of termination, and shall repair any damage to the Licensed Premises caused by such equipment, normal wear and tear excepted, at Licensee's sole cost and expense. Any such property or facilities which are not removed by the end of the above ninety (90) day period, at the sole discretion of the PDA and upon prior notice to Licensee, either become the property of the PDA or be removed at the cost of Licensee and no claim for damage against PDA or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

11. Subordination to Vesting Deed and FFA.

This Agreement and all rights of the Licensee hereunder, are hereby made expressly subject to all of the terms and conditions of the Vesting Deed and FFA as the same may apply, and such terms, and conditions are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Vesting Deed and the FFA, the provisions of the Vesting Deed and FFA shall control.

12. Termination.

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Licensee upon a default of any material covenant or term hereof by PDA, which default is not cured within thirty (30) days of receipt of written notice of default; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to PDA no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Pipeline; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises for any reason. The provisions of paragraphs 9 a. and b. and 10 shall survive termination.

13. Assignment.

Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of PDA; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring all or substantially all of Licensee's assets in which the property is located whether by reason of

merger, acquisition or other business reorganization, subject to any financing entity's interest, if any, in this License. PDA may assign this License upon written notice to Licensee, subject to the assignee assuming all of PDA's obligations herein. Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this License to any financing entity, or agent on behalf of any financing entity, to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof, provided Licensee has sought the approval of PDA, which approval shall not be unreasonably withheld.

14. Notices.

No notice, order, direction, determination, requirement, consent and/or approval under this License shall be of any effect unless it is in writing. All notices to be given pursuant to this License shall be sent by certified mail, postage prepaid, return receipt requested or reliable overnight courier; addressed, if to PDA:

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

and if to Licensee to:

Granite State Gas Transmission  
6 Liberty Lane West  
Hampton, NH 03842  
Attn: Treasurer

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

Every notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the third (3rd) business day following the date of such mailing, or in the case of overnight courier, the next business day.

15. Non-Discrimination.

Licensee shall not discriminate against any person or persons or exclude any persons from participation in Licensee's operations, program, or activities conducted on the Licensed Premises because of race, color, age, sex, handicap, national origin or religion. Licensee, by acceptance of this License, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and the Department of Defense Directive 5500.11, May 27, 1971, as amended (32 CFR pt 300) will be complied with.

16. Applicable Law.

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



17. Counterparts.

This License 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.

18. Subordination.

a. This License is subject and subordinate to any agreements heretofore or hereafter made between PDA and the United States, the Federal Aviation Administration (the "FAA") or the Air Force for federal grant funds for airport improvement, maintenance or development. Licensee shall abide by requirements of any agreement between PDA and the United States, the FAA or the Air Force applicable to the Licensed Premises or Licensee's activities at Pease and shall consent to amendments and modifications of this License if required by such agreements or as a condition of PDA's entry into such agreements. Should such amendments or modifications materially affect Licensee's rights or obligations under the Agreement, in Licensee's reasonable discretion, then Licensee shall have the right to terminate the Agreement without any further obligation, financial or otherwise, on PDA's part to Licensee.

b. The rights of Licensee under this License shall be subordinate to PDA's rights to manage the Airport and other common areas and roadways, which rights shall include, without limitation, the right to impose reasonable rules and regulations relating to use of the airfield common areas and roadways, subject to the conditions stated in the terms of Paragraph 1 above, and the right to add, delete, alter or otherwise modify the designation and use of all airfield facilities and parking areas, entrances, exits, roadways and other areas of Pease, to the extent all of the foregoing are not part of the Licensed Premises.

c. Licensee shall comply with all federal, state and local laws, rules and regulations which apply to the use contemplated, including rules and regulations promulgated by PDA in accordance with the terms of Paragraph 1 above. Licensee shall pay to PDA an amount equal to all fines levied by the FAA against PDA for any breach of FAA requirements by Licensee or any of its contractors, agents, servants or invitees. Licensee shall indemnify and hold the PDA harmless from any fines or other liabilities caused by the Licensee's failure to comply with its respective requirements. Licensee acknowledges and agrees that the uses authorized herein are not granted on an exclusive basis and that, subject to the terms of this License, PDA may enter into licenses, leases or other agreements with tenants and/or other users of the Pease for similar, identical or competing uses.

19. Waiver of Liens.

PDA waives any lien rights it may have concerning the Pipeline which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without PDA's consent. PDA acknowledges that Licensee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, PDA (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

20. Condemnation, Etc.

If the Licensed Premises or Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this License as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to PDA no more than ninety (90) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

21. Additional Covenants and Conditions.

PDA warrants and covenants that: (i) PDA has full right to make and perform this License; (ii) PDA will comply with all terms of the FFA, the Vesting Deed and terms of any environmental remediation, including providing any required notices to the Government, Air Force, EPA, NHDES or other government entities of the existence and terms of this License and obtaining any required consents of such entities to this License; and (iii) upon Licensee observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed under this License, Licensee may peacefully and quietly enjoy the Licensed Premises.

22. Miscellaneous.

a. This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This License may only be modified or amended by mutual agreement of the parties in writing signed by a duly authorized representative of each of the respective parties hereto.

b. If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law. Any questions of particular interpretation shall not be interpreted against the draftsmen, but rather in accordance with the fair meaning thereof.

c. No provision of this License will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

d. Headings are included for reference purposes only and are not to be given any substantive effect. This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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



f. Licensee's emergency phone numbers of representatives of Licensee who will be available 24 hours per day are set forth in Exhibit C attached hereto.

23. Oil, Gas, Water and Mineral Rights.

The PDA does not grant, license, lease, let or demise hereby, but expressly excepts and reserves here from, all rights to oil, gas, water and minerals in, on or under and that might be produced or mined from the Licensed Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Licensed Premises or right-of-way to recover any oil, gas, water or minerals during the term of this Agreement.

24. Federal Grant Assurances.

This agreement is subject to various federal grant assurances which are applicable to PDA in connection with funding provided by the federal government. To the extent that any provision herein is deemed to be a violation of said grant assurances, then such provision(s) shall be modified or stricken to bring the terms of the agreement into compliance with the grant assurances, without, where possible, adversely affecting Lessee's financial obligations in connection with its operations at Pease.

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**OPERATIVE PROVISIONS**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022 by authority of the Pease Development Authority.

**PEASE DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Duly Authorized

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

This License, together with all terms and conditions thereof, is hereby accepted and executed by Licensee,

**GRANITE STATE GAS TRANSMISSION**

By: \_\_\_\_\_  
Duly Authorized

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

## LICENSE AGREEMENT

This LICENSE is made by and between the PEASE DEVELOPMENT AUTHORITY established under New Hampshire law having a mailing address of 55 International Drive, Pease International Tradeport, Portsmouth, NH 03801 ("PDA" or "Licensor") and GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire corporation with its principal offices at 6 Liberty Lane West, Hampton, NH 03842 ("GSGT" or "Licensee"). PDA and Licensee may be referred to jointly as the "Parties".

### RECITALS

A. PDA 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 License pursuant to the provisions contained therein.

B. PDA acquired fee simple title to the portion of Pease International Tradeport (Pease) on which the Pipeline is proposed to be located by Deed from the United States Air Force (the "USAF" or "Government") dated as of October 15, 2003, and recorded on January 28, 2004, in the Rockingham County Registry of Deeds at Book 4227, Page 0001 (together with all exhibits and attachments thereto, the "Vesting Deed").

C. 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 PDA which are addressed in the terms and conditions of this License. A copy of the current FFA, as amended by Modification I thereto, is available for viewing at the PDA. Unless the context refers specifically to the document referred to in the preceding sentence, the term FFA shall include any amendments to said document, all of which have been provided to Licensee by Licensor.

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

A. Licensed Premises. PDA grants to Licensee, for a period of thirty (30) years, beginning on December 1, 2022 (the "Commencement Date"), and terminating on the thirtieth (30th) anniversary of the Commencement Date (the "Term"), a license to approximately 2,200 square feet of land owned by the PDA located in Newington (Tax Maps 19 & 26) adjacent to property owned by the City of Portsmouth, as shown on a Plan Set titled "Unitil Granite State Gas Transmission Bean Hill Launcher and Receiver Arboretum Drive Newington NH" dated 10/7/2022 prepared by Processed Pipeline Services for Unitil, attached as Exhibit A (the "Licensed Premises" and the "Development Plans"). Licensee may use the Licensed Premises during the Term, as extended by any Renewal Terms (see below), only for the purpose of installing, maintaining and operating a pipe that will be used to convey natural gas, as set forth below, and for no other use without the prior express written consent of the PDA. Licensee recognizes that the uses authorized in this License are not granted on an exclusive basis and that PDA may enter into leases, licenses or other agreements with other tenants or users at areas of the Pease other than the Licensed Premises for similar,



identical, or competing uses. No provision of this License shall be construed as granting or authorizing the granting of an exclusive right, which is forbidden by 49 USC § 40 103(e), as the same may be amended from time to time.

PDA reserves the right to require Licensee to relocate its facilities to another location on Pease property provided that (i) such right not be exercised more than once in any 5 year term unless required by law; (ii) Licensee be given at least ninety (90) days prior notice; (iii) the alternate location be of comparable size and utility to Licensee, in Licensee's sole discretion; and (iv) unless the relocation is mandated by law, all reasonable costs of the relocation shall be borne by Licensor. Licensee shall complete the relocation of its facilities within ninety (90) days after written notice from PDA. In the event that the proposed alternative location is unacceptable to Licensee, in its sole discretion, Licensee shall have the right to terminate this License.

B. Term. Licensee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies PDA of its intention not to renew at least six (6) months prior to commencement of the succeeding Renewal Term.

This License is granted subject to the following conditions:

1. Use of Licensed Premises. Licensee has the right to construct, maintain, operate, repair and/or alter a pipeline (the "Pipeline") that will be used to convey natural gas and to construct build maintain and operate Bean Hill Launcher and Receiver as shown on the Development Plans. This License includes the right to dig trenches, store materials and equipment, and do all other things on and under the Licensed Premises in order to construct, maintain, operate, repair and/or alter the Pipeline along with rights of ingress and egress along common roadways on foot and by vehicle, to and along the Licensed Premises subject to compliance with PDA operational rules and regulations or other PDA directives issued for the purpose of ensuring orderly operations at Pease, including the right to cut and keep clear all trees, brush, structures, or other obstructions that interfere with the exercise of their rights and license granted herein. Nothing in this paragraph shall be construed to limit Licensee's rights of access or ability to respond without interference as may be required in an emergency to protect the interests of public health and/or safety, provided, however, the Licensee shall coordinate with PDA with respect to its operations and if applicable, shall restore the Licensed Premises and any other property adversely affected by such emergency response to preexisting conditions or such other conditions as PDA agrees to in writing.

Licensee's use, occupation and maintenance of the Licensed Premises shall be: (a) without cost or expense to the PDA; (b) all installations shall be subject to the terms hereof and subject to the general supervision and approval of the PDA, any approvals referenced herein not to be unreasonably withheld, conditioned or delayed, unless stated otherwise in this License; and (c) subject to such reasonable rules and regulations as the PDA may prescribe from time to time, provided such rules and regulations (i) have been noticed in advance to Licensee in writing, (ii) do not materially adversely affect Licensee's rights or obligations under this License, and (iii) are applied in a nondiscriminatory and uniform manner. The current rules and regulations in effect for Pease, as may be applicable to the terms of this License, are attached hereto as in Exhibit B (PDA's Land Use Controls).

2. Condition of Licensed Premises. Licensee acknowledges that it has inspected the condition of the Licensed Premises and that said Licensed Premises are in good and tenantable



condition for the use contemplated in this License. Subject to the terms of this License, Licensee accepts the Licensed Premises in an "as is", "where is" condition.

3. Taxes. During the term of this License, Licensee shall pay when due, all taxes, charges, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this License are assessed or imposed upon or become due and payable or a lien upon: (i) the Licensed Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) any use or occupancy of the Licensed Premises; or (iii) this transaction or any document to which Licensee is a party creating or transferring an estate or interest in the Licensed Premises. Licensee agrees to hold PDA harmless with respect to taxes levied against the Licensed Premises.

4. Construction Standards. All construction, operation, maintenance, repair and alteration of the Pipeline shall be performed by the Licensee in a manner that is consistent with industry standards, including, but not limited to, applicable requirements of the United States Department of Transportation ("USDOT"), and shall exercise due diligence in protecting the Pipeline against damage or destruction by fire and other causes. All construction, operation, maintenance, repair and alteration of the Pipeline shall be coordinated with the PDA and conducted in such a way to avoid or mitigate the impacts on PDA operations.

5. Maintenance.

a. Licensee shall, at its own expense, maintain the Pipeline in a safe condition, in good repair and in a manner suitable to PDA so as not to conflict with the use of the land by PDA, provided that such use does not interfere with the operation and maintenance of the Pipeline.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property and improvements and shall keep the same in good repair and condition during the License term.

c. Licensee shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

6. Reservations by PDA.

The parties further acknowledge and agree that PDA has reserved to itself, and its successors and assigns, the following additional rights: (a) the right to cross and recross over, and otherwise use, the surface area over the Licensed Premises by the lanes and roads and drainage ways in use as of the date of this Agreement; (b) the right to develop, construct, maintain, alter and/or operate new roadways, vehicular parking areas, or fuel lines, over the Licensed Premises; provided, however, that the exercise of any such reserved rights described in (b) above does not: (i) impair the rights of the Licensee, (ii) impair the structural integrity of the Pipeline or (iii) create a condition of non-compliance with or applicable Federal or other governing requirements. PDA agrees that no excavation, change of grade, or water impoundments will be made on or under, and no trees, brush, improvements, vehicular parking areas or other obstructions, will be placed or erected over, under or across, the Licensed Premises without written consent of Licensee, which consent shall not be unreasonably withheld or delayed.

7. Compliance with Laws.

Licensee will at all times during the existence of this License, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, and regulations and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.

a. Responsibility for Licensee's compliance with such laws, rules, regulations and standards relating to Licensee's operations rests exclusively with Licensee. PDA assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. Except as otherwise specified herein, Licensee shall assume responsibility for and pay all costs relating to Licensee's compliance, defense or enforcement of actions or suits, payment of fines, penalties, or other sanctions and remedial costs.

b. This condition does not constitute a waiver of Federal Supremacy or State or federal sovereign immunity. Only laws and regulations applicable to the Licensed Premises under the Constitution and statutes of the United States and State of New Hampshire are covered by this condition.

8. Premises Access: Environmental.

a. Licensee shall have access to the Licensed Premises by means of existing roadways, or woods roads. Licensee shall not create additional access ways without PDA's express written consent. Any request to create an additional access way shall be do so in accordance with the PDA Land Use Controls (**Exhibit B**) with an emphasis on Storm Water Treatment / Management.

b. Licensee acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Licensee acknowledges that PDA has provided it with a copy of the FFA entered into by the EPA, NHDES, and the Air Force on April 24, 1991 and Modification No. 1 thereto, effective March 18, 1993, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Licensed Premises and the terms of this License and that should any conflict arise between the terms of the FFA or the provisions of this License, the terms of the FFA will take precedence. Notwithstanding any other portion of this License, the FFA, and the Vesting Deed, Licensee does not assume any liability or responsibility for environmental impacts and damage caused by the Government's or PDA's or any other third party's use of toxic or hazardous wastes, substances or materials on any portion of the Pease, including the Licensed Premises or any hazardous wastes, substances or materials existing at the site prior to Licensee's occupancy. Licensee has no obligation to undertake the defense of any claim or action, whether in existence now or brought in the future, arising out of the use of or release of any toxic or hazardous wastes, substances or materials on or from any part of the Pease, including the Licensed Premises, prior to the earlier of the first day of Licensee's occupation or use of the Licensed Premises. Further, Licensee has no obligation under this License to undertake environmental response, remediation or cleanup relating to any such prior uses or releases. This Paragraph shall survive the expiration or termination of this License.

c. The Air Force, the EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Licensee, to enter upon the Licensed Premises to conduct any response or remedial action related to the Pease Air Force



Base Installation Restoration Program (IRP) or FFA. These inspections, surveys or other response or remedial actions will, to the extent practicable, be coordinated with a representative designated by Licensee. Licensee agrees to cooperate with Licensor in its compliance with the provisions any applicable health or safety plan implemented by Licensor during the course of any such response or remedial action. Licensee shall have no claim on account of such entries against the United States or the State of New Hampshire or any officer, agent, employee, or contractor thereof except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

9. Indemnification and Insurance.

PDA shall not be responsible for damage to property or injuries to persons caused by Licensee incident to the exercise of the privileges granted under this License (including the condition or state of repair of the Licensed Premises and its use and occupation by Licensee), or for damage to the property of Licensee, or for damage to the property or injuries to the person of Licensee's officers, employees, servants, agents, contractors, or others who may be on the Licensed Premises at their invitation or the invitation of any one of them, arising from governmental activities on the Licensed Premises, if any, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

a. Licensee agrees to assume all risks of loss or damage to the Licensed Premises including any building(s), improvements, fixtures or other property and bodily injury or death to persons by reason of Licensee's exercise of the privileges granted herein, and will settle and pay any claims arising out of the use and occupancy of the Licensed Premises, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors. Licensee 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 by reason of or incident to Licensee's possession and/or use of the Licensed Premises or as a consequence of Licensee's conduct of activities or the performance of responsibilities under this License, except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

b. Licensee agrees to indemnify, save, hold harmless, and defend PDA and the State of New Hampshire and their officers, employees, and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted by Licensee under this License and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, releases, storage, disposal of any substance or matter, or any other action by Licensee giving rise to PDA and the State of New Hampshire including their officers, employees and agents from liability, civil or criminal, or responsibility under federal, state or local environmental laws, except for any intentional or negligent act or omission by PDA, and the State or any of such parties' officers, agents, employees, contractors and subcontractors. This provision shall survive the expiration or termination of this License and Licensee's obligations hereunder shall apply whenever PDA or the State incur costs or liabilities for Licensee's actions of the types described herein.

c. (1) During the term of this Agreement, Licensee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense the following types and limits of insurance.

(a.) Workers' Compensation and Employer's Liability Insurance meeting applicable State of New Hampshire statutory requirements and limits for

each accident and which specifically covers the persons and risks involved in this License.

- (b.) Automobile Liability Insurance for owned, hired and non-owned automobiles, for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Licensed Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License. Limits of liability shall not be less than One Million Dollars (\$1,000,000) per incident.
- (c.) Commercial General Liability Insurance with minimum limits of Four Million Dollars (\$4,000,000) as the single limit for each occurrence of bodily injury, personal injury and property damage, with four Million Dollars (\$4,000,000) aggregate. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractors liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (d.) At the start of and during any period of construction, Builders All Risk Insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Licensed Facilities. Upon completion of construction, Licensee shall substitute for the foregoing insurance policies of fire extended coverage and vandalism and mischief insurance of the Licensed Premises. The amount of insurance at all times shall be representative of the insurable valuables installed or constructed.
- (e.) All policies shall be written on an occurrence and not on a claims-made basis. Licensee's insurance policies shall be primary insurance as respects the negligence of Licensee.
- (f.) Coverage amounts may be met by a combination of limits underlying an umbrella policy, so long as the combination of the limits equals or exceeds those stated.
- (g.) Over the term of this License and any extensions thereof, PDA reserves the right to request increases in mandatory insurance coverage limits for each respective coverage area required under this License as the same may be appropriate, commercially reasonable and prudent in view of then existing conditions and circumstances. PDA agrees to provide Licensee with a thirty (30) day written notice when making any request for an increase in required insurance coverage limits.

(2.) Other Coverage Requirements. All policies, except workers' compensation, shall name the PDA and the State of New Hampshire as additional insureds and provide that the insurer shall have no right of subrogation against PDA and the State of New Hampshire, be primary and non-contributing with respect to coverages carried by PDA, and be reasonably satisfactory to the PDA in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which Licensee may have against the PDA. Furthermore, all coverages of



Licensee's insurance shall be primary and **non-contributing** with respect to any coverages maintained by PDA.

(3.) Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Licensee shall be filed and maintained with the PDA annually during the term of this Agreement. Licensee shall immediately advise the PDA of any claim or litigation that may result in liability to the PDA.

(4.) Cancellation or Modification of Policy. All insurance certificates provided to the Pease Development Authority shall provide a 30 day notice of cancellation with the exception of a 10 day notice for non-payment of premium. Such notice to be given by mail to PDA's address contained in this License Agreement.

(5.) Contractors. Licensee shall require that each and every one of its contractors and their subcontractors who perform work on the **Licensed Premises** carry, in full force and effect, workers' compensation and employer's liability insurance, comprehensive public liability insurance, and automobile liability insurance coverages of the types which Licensee is required to obtain under this Agreement, with appropriate limits.

10. Removal.

Upon termination of this Agreement for any reason, Licensee shall remove its equipment, personal property, and Licensee improvements from the Licensed Premises within ninety (90) days of the date of termination, and shall repair any damage to the Licensed Premises caused by such equipment, normal wear and tear excepted, at Licensee's sole cost and expense. Any such property or facilities which are not removed by the end of the above ninety (90) day period, at the sole discretion of the PDA and upon prior notice to Licensee, either become the property of the PDA or be removed at the cost of Licensee and no claim for damage against PDA or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

11. Subordination to Vesting Deed and FFA.

This Agreement and all rights of the Licensee hereunder, are hereby made expressly subject to all of the terms and conditions of the Vesting Deed and FFA as the same may apply, and such terms, and conditions are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Vesting Deed and the FFA, the provisions of the Vesting Deed and FFA shall control.

12. Termination.

This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Licensee upon a default of any material covenant or term hereof by PDA, which default is not cured within thirty (30) days of receipt of written notice of default; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to PDA no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Pipeline; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises for any reason. The provisions of paragraphs 9 a. and b. and 10 shall survive termination.

13. Assignment.

Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of PDA; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring all or substantially all of Licensee's assets in which the property is located whether by reason of merger, acquisition or other business reorganization, subject to any financing entity's interest, if any, in this License. PDA may assign this License upon written notice to Licensee, subject to the assignee assuming all of PDA's obligations herein. Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this License to any financing entity, or agent on behalf of any financing entity, to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof, provided Licensee has sought the approval of PDA, which approval shall not be unreasonably withheld.

14. Notices.

No notice, order, direction, determination, requirement, consent and/or approval under this License shall be of any effect unless it is in writing. All notices to be given pursuant to this License shall be sent by certified mail, postage prepaid, return receipt requested or reliable overnight courier; addressed, if to PDA:

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

and if to Licensee to:

Granite State Gas Transmission  
6 Liberty Lane West  
Hampton, NH 03842  
Attn: Treasurer

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

Every notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the third (3rd) business day following the date of such mailing, or in the case of overnight courier, the next business day.

15. Non-Discrimination

Licensee shall not discriminate against any person or persons or exclude any persons from participation in Licensee's operations, program, or activities conducted on the Licensed Premises because of race, color, age, sex, handicap, national origin or religion. Licensee, by acceptance of this License, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and the Department of Defense Directive 5500.11, May 27,



1971, as amended (32 CFR pt 300) will be complied with.

16. Applicable Law.

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

17. Counterparts.

This License 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.

18. Subordination.

a. This License is subject and subordinate to any agreements heretofore or hereafter made between PDA and the United States, the Federal Aviation Administration (the "FAA") or the Air Force for federal grant funds for airport improvement, maintenance or development. Licensee shall abide by requirements of any agreement between PDA and the United States, the FAA or the Air Force applicable to the Licensed Premises or Licensee's activities at Pease and shall consent to amendments and modifications of this License if required by such agreements or as a condition of PDA's entry into such agreements. Should such amendments or modifications materially affect Licensee's rights or obligations under the Agreement, in Licensee's reasonable discretion, then Licensee shall have the right to terminate the Agreement without any further obligation, financial or otherwise, on PDA's part to Licensee.

b. The rights of Licensee under this License shall be subordinate to PDA's rights to manage the Airport and other common areas and roadways, which rights shall include, without limitation, the right to impose reasonable rules and regulations relating to use of the airfield common areas and roadways, subject to the conditions stated in the terms of Paragraph 1 above, and the right to add, delete, alter or otherwise modify the designation and use of all airfield facilities and parking areas, entrances, exits, roadways and other areas of Pease, to the extent all of the foregoing are not part of the Licensed Premises.

c. Licensee shall comply with all federal, state and local laws, rules and regulations which apply to the use contemplated, including rules and regulations promulgated by PDA in accordance with the terms of Paragraph 1 above. Licensee shall pay to PDA an amount equal to all fines levied by the FAA against PDA for any breach of FAA requirements by Licensee or any of its contractors, agents, servants or invitees. Licensee shall indemnify and hold the PDA harmless from any fines or other liabilities caused by the Licensee's failure to comply with its respective requirements. Licensee acknowledges and agrees that the uses authorized herein are not granted on an exclusive basis and that, subject to the terms of this License, PDA may enter into licenses, leases or other agreements with tenants and/or other users of the Pease for similar, identical or competing uses.

19. Waiver of Liens.

PDA waives any lien rights it may have concerning the Pipeline which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without PDA's consent. PDA acknowledges that Licensee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Facilities (the "Collateral") with a third party financing entity (and may in the future

enter into additional financing arrangements with other financing entities). In connection therewith, PDA (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

20. Condemnation, Etc.

If the Licensed Premises or Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this License as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to PDA no more than ninety (90) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

21. Additional Covenants and Conditions.

a. PDA warrants and covenants that: (i) PDA has full right to make and perform this License; (ii) PDA will comply with all terms of the FFA, the Vesting Deed and terms of any environmental remediation, including providing any required notices to the Government, Air Force, EPA, NHDES or other government entities of the existence and terms of this License and obtaining any required consents of such entities to this License; and (iii) upon Licensee observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed under this License, Licensee may peacefully and quietly enjoy the Licensed Premises.

22. Miscellaneous.

a. This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This License may only be modified or amended by mutual agreement of the parties in writing signed by a duly authorized representative of each of the respective parties hereto.

b. If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law. Any questions of particular interpretation shall not be interpreted against the draftsmen, but rather in accordance with the fair meaning thereof.

c. No provision of this License will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

d. Headings are included for reference purposes only and are not to be given any substantive effect. This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

e. Any actions or proceedings with respect to any matters arising under or growing out of this License shall be instituted and prosecuted only in courts located in the State of New Hampshire.



Notwithstanding any other provision of this License, no provision of this License shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA or the State of New Hampshire and no provision of this License shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and PDA as a body politic and corporate of the State of New Hampshire. The sovereign immunity of PDA and the State of New Hampshire is reserved to PDA and the State of New Hampshire to the fullest extent allowed under law provided, however, that PDA agrees to waive immunity for contractual claims under this License to the extent permitted by New Hampshire RSA Ch. 491:8, as the same may be amended.

f. Licensee's emergency phone numbers of representatives of Licensee who will be available 24 hours per day are set forth in Exhibit C attached hereto.

23. Oil, Gas, Water and Mineral Rights.

The PDA does not grant, license, lease, let or demise hereby, but expressly excepts and reserves herefrom, all rights to oil, gas, water and minerals in, on or under and that might be produced or mined from the Licensed Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Licensed Premises or right-of-way to recover any oil, gas, water or minerals during the term of this Agreement.

24. Federal Grant Assurances.

This agreement is subject to various federal grant assurances which are applicable to PDA in connection with funding provided by the federal government. To the extent that any provision herein is deemed to be a violation of said grant assurances, then such provision(s) shall be modified or stricken to bring the terms of the agreement into compliance with the grant assurances, without, where possible, adversely affecting Lessee's financial obligations in connection with its operations at Pease.

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**OPERATIVE PROVISIONS**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by authority of the Pease Development Authority.

**PEASE DEVELOPMENT AUTHORITY**

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

Duly Authorized

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

This License, together with all terms and conditions thereof, is hereby accepted and executed by Licensee,

**GRANITE STATE GAS TRANSMISSION**

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

Duly Authorized

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

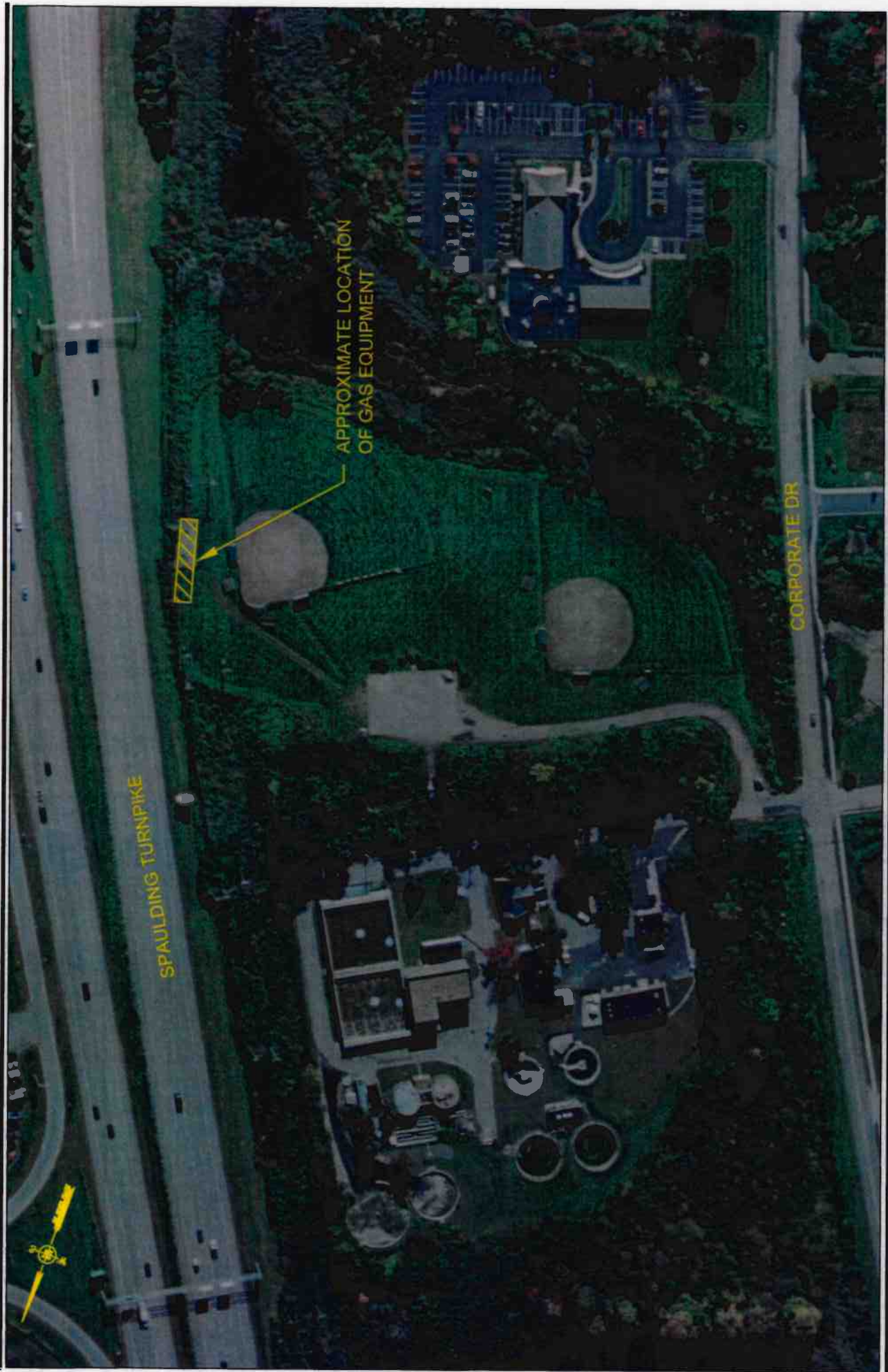


Exhibit Depicting Unitil Gas Equipment - Ball Field Site

DESIGNED BY: MRM      DATE: 11/7/22      SCALE: 1"=160'

**PEASE DEVELOPMENT AUTHORITY**



55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801





Exhibit Depicting Unitil Gas Equipment - Bean Hill Site

DESIGNED BY: MRM      DATE: 11/7/22      SCALE: 1"=160'±



**PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

**MOTION**


Director Anderson:

The Pease Development Authority Board of Directors approves of an extension to the Right of Entry (“ROE”) issued to PlaneSense, Inc. through February 28, 2023, for survey / site inspection purposes for the premises at 105 Flightline Road; all in accordance with a memorandum from Paul E. Brean, Executive Director, dated November 2, 2022, attached hereto.

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## MEMORANDUM

**To:** Pease Development Authority Board of Directors  
**From:** Paul Brean, Executive Director   
**Date:** November 2, 2022  
**Re:** PlaneSense, Inc. – 105 Flightline Road - Right of Entry

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PlaneSense, Inc., an existing tenant of the Pease Development Authority, has requested an extension of its Right of Entry issued in August for 105 Flightline Road through February 28, 2023, in order to continue its site investigation regarding potential expansion of its existing facility on the airfield. Over recent months, PlaneSense, Inc. has engaged its engineers and surveyors in a review of the subject area, but requires additional time in order to complete its work. As such, an extension of the Right of Entry appears reasonable. At the Board's November 17, 2022, meeting, please provide authorization to extend PlaneSense, Inc.'s Right of Entry from December 1, 2022, through February 28, 2023.





## MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right-of-Entry with the Skyhaven Flying Club, Inc. for the purposes of operating a flight simulator at Skyhaven Airport, through September 30, 2023, with a one-year option to extend subject to the approval of the Executive Director; all in accordance with the memorandum of Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance, dated November 3, 2022, and the Draft Right of Entry, attached hereto.

N:\RESOLVES\2022\Skyhaven Flying Club 11-17-22.docx

## Memorandum

**To:** Paul E. Brean, Executive Director   
**From:** Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance   
**Date:** 11/3/2022  
**Subj:** Skyhaven Flying Club, Inc. Flight Simulator Right of Entry

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The Skyhaven Flying Club, Inc. ("SFC") is a general aviation flying club based at Skyhaven Airport. SFC is requesting a Right of Entry ("ROE") to continue to use a portion of the airport terminal building at 238 Rochester Hill Road, Rochester NH for the purpose of housing a flight simulator for SFC use. SFC agrees to pay an \$85.00 monthly rental fee for the use of the premises, will be responsible for maintaining the premises, and will abide by the Minimum Standards for Skyhaven Airport. The ROE would be effective retroactive to October 1, 2022, and run through September 30, 2023. It may be extended by mutual agreement to provide SFC with a one year extension through September 30, 2024, subject to the approval of the Executive Director.

Please seek approval from the Board of Directors at its November 17, 2022, meeting to enter into the ROE for the use of Skyhaven Airport terminal space by SFC.

September 16, 2022

John C. Loop, President  
Skyhaven Flying Club  
PO Box 1306  
Dover, NH 03821

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

Mr. Loop:

This Right of Entry authorizes the Skyhaven Flying Club, Inc. ("SFC") to enter upon a portion of the airport terminal building, as more specifically described in Exhibit A, at Skyhaven Airport, 238 Rochester Hill Road, Rochester, NH 03867 (the "Premises") effective October 1, 2022 for a period of one (1) year through September 30, 2023, for the purpose of housing and using a flight simulator and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry may be extended by the mutual consent of the Parties for an additional one (1) year period through September 30, 2024 subject to the approval of the PDA Executive Director. This ROE is subject to the approval of the PDA Board of Directors..

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

1. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of SFC members, officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.
2. SFC understands and acknowledges that this Right of Entry: (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will upon providing thirty (30) days advance written notice and that PDA need not state a reason for any such revocation or termination. The use of



the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other

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

3. SFC agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.
4. SFC expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.
5. SFC and/or any agent or contractor of SFC providing to the PDA satisfactory evidence of commercial general liability / aviation liability insurance to a limit of not less than one million dollars (\$1,000,000.00), naming the Pease Development Authority and the State of New Hampshire as additional insureds and workers compensation insurance coverage to State statutory limits/requirements.

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

6. SFC's agreement to secure all necessary Federal, State, municipal and/or local permits as may be required for its operations.
7. SFC's agreement to pay a rental fee of \$85.00 per month for the use of the Premises (inclusive of utilities) with the first payment due on or before October 1, 2022 and all subsequent payments due on or before the first day of each month for the duration of this Right of Entry.

8. PDA retains the right to access the Premises for the purpose of maintaining any PDA owned equipment which is housed therein. PDA will notify SFC when such access is required or if notification is not possible, advise SFC of such access as soon as practicably possible thereafter.
9. [Reserved]
10. SFC's agreement to leave the Premises in the same or better condition as existed at the time of the commencement of this Right of Entry.
11. SFC's agreement to provide trash disposal containers at the Premises and to ensure that the Premises is kept neat, clean and free of all trash and debris generated from its operations.
12. SFC's agreement to abide by the Minimum Standards for Commercial and Non-Commercial Aviation Operators at Skyhaven Airport.
13. To the extent applicable, SFC agrees to hold the State of New Hampshire and Pease Development Authority, harmless with respect to taxes levied against the premises subject to this Agreement as a consequence of the application of RSA 72:23 I. If applicable, SFC agrees to pay in addition to other payments all properly assessed real and personal property taxes against the premises subject to this Agreement in accordance with the provisions of RSA 72:23 I. Failure of SFC to pay its duly assessed personal and real estate taxes when due shall be cause to terminate this Agreement by Pease Development Authority. SFC shall, in addition reimburse Pease Development Authority for any taxes paid by it pursuant to RSA 72:23 I as a result of SFC's failure to pay said taxes.
14. Except in circumstances caused by the sole negligence of the PDA and its employees, SFC covenants and agrees to defend and indemnify the PDA and the State of New Hampshire from and against any and all claims, demands, causes of action, losses, and damages asserted by or on behalf of any person, firm, corporation, and public authority on account of or based upon any death or injury to person or loss of or damage to any property sustained or occurring (or which may be claimed to have been sustained or have occurred) on, in, or about Skyhaven Airport and the Premises.

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

Sincerely,

Paul E. Brean  
Executive Director

Agreed and accepted this 1 day of October, 2022.

**SKYHAVEN FLYING CLUB, INC.**

By: [Signature]

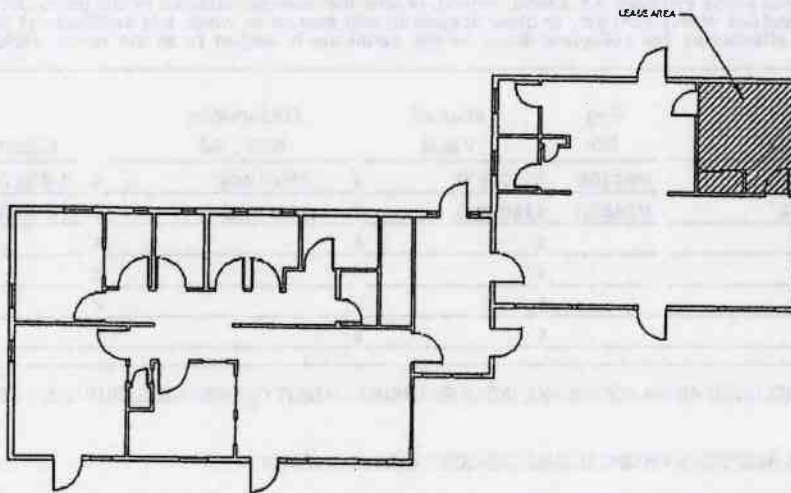
Duly Authorized  
Sign and Print

Its: John C. L...

cc: Paul Brean, Executive Director  
Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance  
Suzy Anzalone, Director of Finance  
Anthony I Blenkinsop, Deputy General Counsel



EXHIBIT A  
PREMISES



Skyhaven Terminal - Flying Club Lease Area

DESIGNED BY: MFM    DATE: 6/5/15    SCALE: 1/32"=1'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

# STARR

## INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326

### Certificate of Insurance

Certificate Holder: PEASE DEVELOPMENT AUTHORITY AND STATE OF NEW HAMPSHIRE  
55 INTERNATIONAL DRIVE  
PORTSMOUTH, NH 03801

Named Insured: SKYHAVEN FLYING CLUB, INC.  
P.O. BOX 1306  
DOVER, NH 03821

Policy Period: From: SEPTEMBER 06, 2022 To: SEPTEMBER 06, 2023

Policy Number: 1000206128-10

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Year	Aircraft: Make and Model	Reg No.	Insured Value	Deductibles NIM / IM	Liability Limit	Passenger Sublimits
1975	CESSNA 172M HAWK II	N64305	\$150,000.	\$ 250/1,000	\$ 1,000,000.	/ 100,000.
2007	CIRRUS DESIGN SR20-G2	N245SR	\$250,000.	\$ 250/1000	\$ 1,000,000.	/ 100,000.
			\$	\$	\$	/
			\$	\$	\$	/
			\$	\$	\$	/
			\$	\$	\$	/

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER LIABILITY COVERAGES, BUT ONLY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

A WAIVER OF SUBROGATION AS RESPECTS PHYSICAL DAMAGE COVERAGE IS PROVIDED.

THE INSURANCE EVIDENCED TO THE CERTIFICATE HOLDER BY THIS CERTIFICATE OF INSURANCE IS PRIMARY AND NON CONTRIBUTORY TO ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) IF FOR NON-PAYMENT AND SEVEN (7) IF FOR WAR] NOTICE OF CANCELLATION.

SUCH NOTICE WILL BE E-MAILED TO M.WALSH@PEASEDEV.ORG

REFERENCING: HANGAR 4 - UNITS 3 & 4

Certificate Number: 4.1

Issued By and Date: NOVEMBER 01, 2022 (LE)

Starr 10201 (6/06)

By



(Authorized Representative)

**WAIVER OF SUBROGATION**

In consideration of additional premium of \$ INCLUDED, this policy is amended as follows:

The Company hereby waives its right of subrogation against the following provided, however, that this waiver shall not prejudice the Company's right of recourse for damages arising from the design, manufacture, modification repair, sale or servicing of the aircraft by the following:

This Waiver of Subrogation shall apply: **ONLY AS RESPECTS TO LOSS OR DAMAGES ARISING UNDER PHYSICAL DAMAGE COVERAGES AS SET FORTH UNDER THIS POLICY.**

PEASE DEVELOPMENT AUTHORITY AND STATE OF NEW HAMPSHIRE  
55 INTERNATIONAL DRIVE  
PORTSMOUTH, NH 03801

All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 31, 2022 to be attached to and hereby made a part of:

Policy No. 1000206128-10

Issued to SKYHAVEN FLYING CLUB, INC.

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 22

Date of Issue NOVEMBER 1, 2022 (LE)

By



(Authorized Representative)



## ADDITIONAL INSURED ENDORSEMENT

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: N64305, N245SR

(Only the clause(s) indicated by an "X" shall apply.)

- The scheduled persons or organizations are included as additional insured.
- The scheduled persons or organizations are the registered owner of \_\_\_\_\_ and are included as additional insured.
- The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name PEASE DEVELOPMENT AUTHORITY AND STATE OF NEW HAMPSHIRE  
Address 55 INTERNATIONAL DRIVE  
PORTSMOUTH, NH 03801

All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 31, 2022 to be attached to and hereby made a part of:

Policy No. 1000206128-10

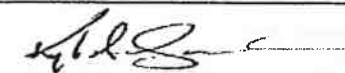
Issued to SKYHAVEN FLYING CLUB, INC.

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 21

Date of Issue NOVEMBER 1, 2022 (LE)

By



(Authorized Representative)

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

With the respect to the following scheduled persons or organizations, all coverages shall be primary and non-contributory with respect to any other insurance policies held by the following scheduled persons or organizations.

Schedule:

PEASE DEVELOPMENT AUTHORITY AND STATE OF NEW HAMPSHIRE  
55 INTERNATIONAL DRIVE  
PORTSMOUTH, NH 03801

All other provisions of this policy remain the same.

This endorsement becomes effective OCTOBER 31, 2022 to be attached to and hereby made a part of:

Policy No. 1000206128-10

Issued to SKYHAVEN FLYING CLUB, INC.

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 23

Date of Issue NOVEMBER 1, 2022 (LE)

By



(Authorized Representative)

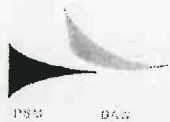
## MOTION

Director Lamson:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a Right of Entry ("ROE") with the Pease Greeters to perform greeting services to inbound and outbound troop movements at Portsmouth International Airport for a period of twelve (12) months, effective from January 1, 2023 through December 31, 2023, to also include the validation of the necessary badges through this time period; substantially in accordance with the memorandum of Sandra McDonough, Airport Community Liaison, dated November 3, 2022, attached hereto.

N:\RESOLVES\2022\Pease Greeters ROE 1-1-2023 - 12-31-2023 (11-17-2022).docx





**PEASE**  
AIRPORT  
MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

## Memorandum

**To:** Paul Brean C.M., Executive Director *PBS*  
**From:** Sandra McDonough, Airport Community Liaison *SM*  
**Date:** 11/3/2022  
**Subj:** Pease Greeters Right of Entry contract

---

The Pease Greeters have been operating on an operational Right of Entry to perform greeting services to the inbound and outbound troop movements at Portsmouth International Airport ("PSM"). The Right of Entry is set to expire on December 31, 2022.

The Pease Greeters have served an important role at PSM and generate good will with the troops and the seacoast community due to their volunteer work. As such, this is to request the Board of Directors approve extending this Right of Entry for another twelve (12) month period through December 31, 2023. This Right of Entry will validate security badge requirements for PSM.

The draft Right of Entry is attached hereto. At the November 17, 2022, PDA Board meeting, please seek authority to enter into this Right of Entry for another year.

P:\BOARDMTG\2022\Pease Greeters Memo for One Year Extension (11-17-2022).docx

November 1, 2022

**VIA E-MAIL: [PGChair@yahoo.com](mailto:PGChair@yahoo.com)**

Frank Lasorsa, Chairman  
The Pease Greeters Fund, Inc.  
PO Box 1644  
Portsmouth, NH 03802-1644

**Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal**

Dear Mr. Lasorsa:

This Right of Entry will authorize The Pease Greeters Fund, Inc., ("Pease Greeters") a New Hampshire non-profit corporation, its agents and/or volunteers to enter into certain areas of the terminal building at Portsmouth International Airport at Pease ("PSM"), Portsmouth, New Hampshire (the "Premises") as shown on **Exhibit "A"** for the purpose of setting up and conducting troop flight welcome activities, at its sole risk, and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall commence on January 1, 2023 and terminate on December 31, 2023.

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; (c) subject to such rules and regulations as the PDA may prescribe from time to time; and (d) permitted to the extent activities do not compromise the safety or security of the airport terminal building.

Pease Greeters understands and acknowledges that this Right of Entry: (a) is granted on a non-exclusive basis; and (b) may be revoked at will by PDA or terminated at will 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.

Page Two  
November 1, 2022

**Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal**

Pease Greeters understands that some access areas as shown in Exhibit "A" are part of the Airport Security Identification Area ("SIDA"), as such the Pease Greeters, its agents and/or volunteers shall be required to apply to PDA for all SIDA and/or Public Area Badges (including payment of associated application fees) and to attend all required training. All SIDA badge applications will be processed by the Pease Greeters Authorized Signatory. Such badges shall be issued in PDA's sole discretion. If a SIDA Badge is lost or stolen, Pease Greeters shall be responsible for a lost badge fee of \$60.00 and a replacement fee of \$60.00. PDA may revoke any such badges at any time in its sole discretion. All badges shall be returned to the PDA upon the termination of this Right of Entry.

All Pease Greeters activity within the Airport terminal shall be coordinated with PSM operations staff. Specifically, Pease Greeters activity within the airport terminal will be managed by weekly coordination, in person meetings, with Community Liaison Airport Operations Specialist, Sandra McDonough, or her designee. Pease Greeters activity will be managed in coordination with the daily flight activity at the Airport. Pease Greeters will be provided designated areas to perform greets on a daily basis, based on the **communications** in a weekly coordination meeting. Pease Greeters are responsible to provide a point of contact for each flight to the on duty Airport Operations Agent, as well as a signed roster of who is in attendance for each greet.

Pease Greeters activity is limited to volunteer customer service and provides no business or operational support to aviation activities. Badged Pease Greeter Volunteers will not have direct access to SIDA portals or SIDA escorting privileges. Any large scale Pease Greeters event expected to go beyond its badged population, will require a special event permit; the application for which must be made at least 14 days prior to any planned event.

PDA shall not be responsible for damages to property or injuries to persons that 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 Pease Greeters 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 negligent, intentional, or willful acts of Pease Greeters.

Pease Greeters agrees 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, if such loss, damage or injury is caused by the negligent, intentional, or willful acts of Pease Greeters. Pease Greeters expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a



Page Three

November 1, 2022

**Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal**

consequence of Pease Greeter's use of the Premises or the conduct of activities or the performance of **responsibilities** under this authorization unless such loss, damage, injury or death is caused by the negligence of the Pease Development Authority. Pease Greeters further agrees to indemnify, save, hold harmless, and defend the PDA, 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 Pease

Greeter's use of the Premises or any activities conducted or undertaken in **connection** with or pursuant to this authorization, unless caused by the sole negligence of the PDA.

Pease Greeters shall provide to the Pease Development Authority satisfactory evidence of commercial general liability to a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured. See **Exhibit "B"**.

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 at least thirty (30) days prior written notice by registered mail to PDA (except in situations involving the non-payment of a premium, in which case a 10 day notice will be accepted); (ii) a provision that any liability insurance coverage required to be carried by Pease Greeters shall be primary and non-contributory with respect to any insurance carried by PDA; and (iii) a waiver of subrogation provision in regards to the PDA.

Pease Greeters agrees to leave the Premises in the same or better condition as existed at the time of the commencement of any Greeter activity.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Pease Greeters to the terms of this Right of Entry, and return the same to me along with proof of required insurance coverages.

Very truly yours,

Paul E. Brean  
Executive Director

Page Four  
November 1, 2022

**Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport  
Terminal**

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**Pease Greeters**

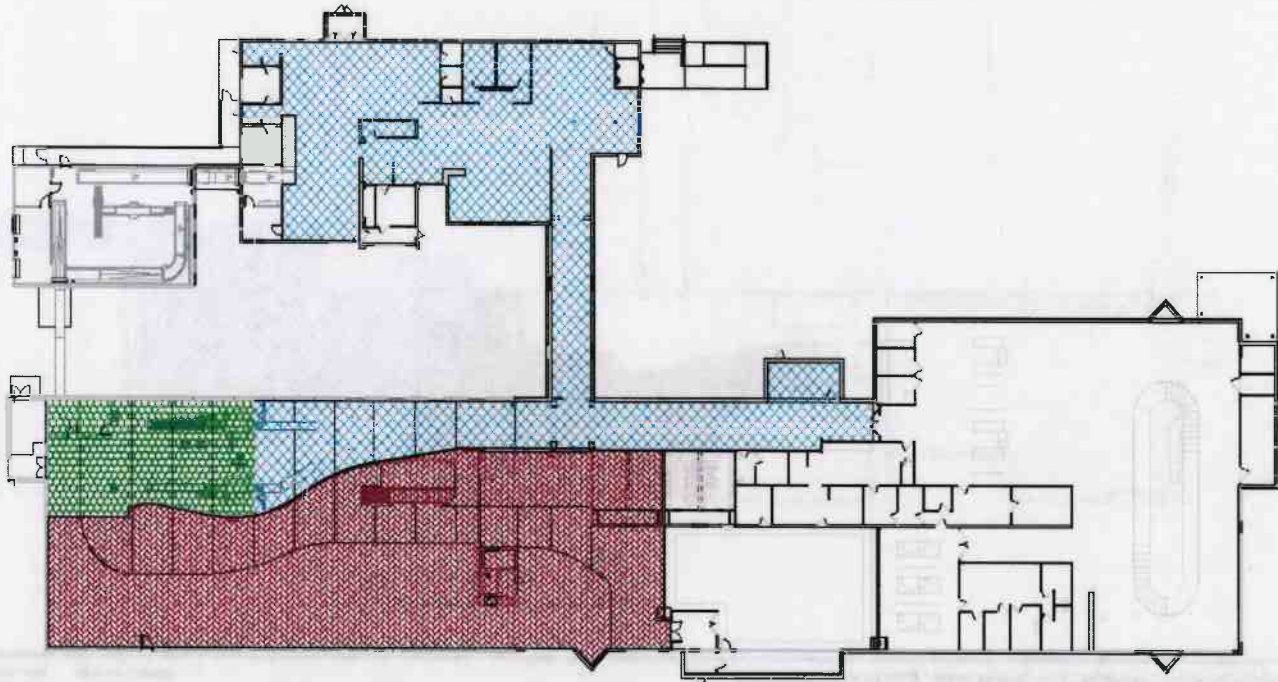
By: \_\_\_\_\_  
Duly Authorized

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

Its: \_\_\_\_\_  
Title

cc: Anthony Blenkinsop, Deputy Director / General Counsel  
Chasen Congreves, Manager of Airport Administration  
Sandy McDonough, Operations Specialist/Community Liaison  
Peter Tiews (via email: [tiewscan@aol.com](mailto:tiewscan@aol.com))

**EXHIBIT A  
PREMISES**






- LEGEND**
-  RESTRICTED BADGED GREETER AREA
  -  PUBLIC BADGED GREETER AREA
  -  RESTRICTED AREA

Exhibit Depicting Designated Pease Greeter Areas - PSM Terminal Main Level

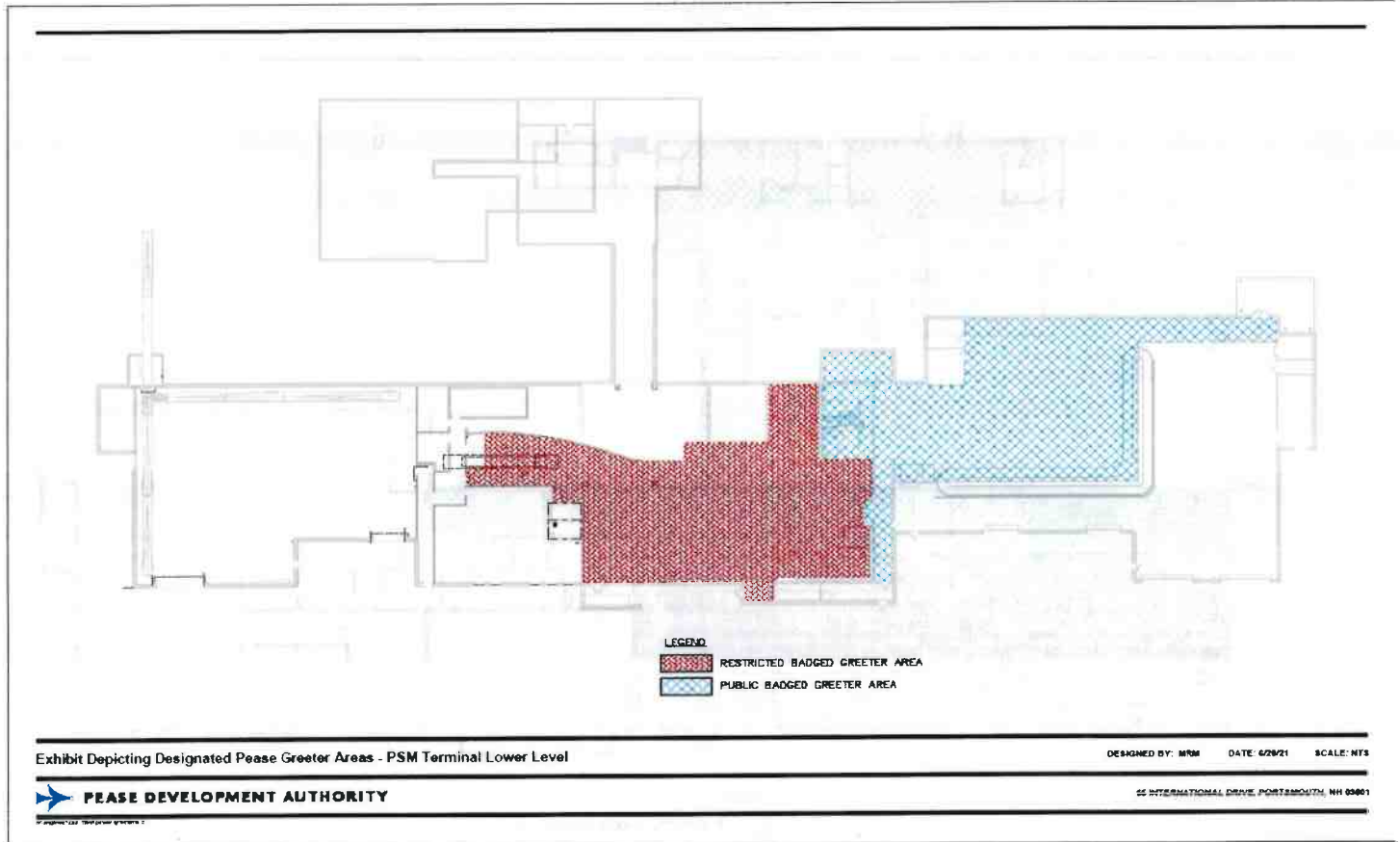
DESIGNED BY: MRM    DATE: 6/28/21    SCALE: NTS



Page Six

January 19, 2022

Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal



Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal

EXHIBIT B  
CERTIFICATE OF INSURANCE

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/12/2022			
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>							
<b>PRODUCER</b> Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801			<b>CONTRACT NAME:</b> Chris Whaley <b>PHONE No. Ext:</b> (603) 812-2600 <b>FAX No. Ext:</b> (603) 576-1073 <b>E-MAIL ADDRESS:</b> chris.whaley@crossagency.com		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: NABUS Insurance 17370 INSURER B: Great American Ins. Co. 16691 INSURER C: INSURER D: INSURER E:		
<b>INSURED</b> Pease Greeters P.O. Box 22311 Portsmouth NH 03802							
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> CL7211282432 <b>REVISION NUMBER:</b>							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
FORM LTR	TYPE OF INSURANCE	INDUSTRY RISK	WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NN1254186	08/23/2021	08/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTAL PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> TRIPD AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/INSURER EXCLUDED? (Mandatory in NH) If yes, describe writer description of operations below	Y/N	N/A				PER STATUTE <input type="checkbox"/> DIF-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			DPP2445250	06/23/2021	06/23/2022	employment practices \$ 1,000,000 D & O Liability \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES ACORD 101, Additional Remarks Schedule, may be attached if more space is required) when by written contract certificate holder is Additional Insured on a primary and non contributory basis and waiver of subrogation is added on a primary and non contributory basis							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Pease Development Authority 55 International Drive Portsmouth NH 03801				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

## MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services (USDA / WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW); any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with Federal and State permits, for the period of January 1, 2023, through December 31, 2023, in the amount of \$37,133.41; all in accordance with the memorandum of Andrew B. Pomeroy, Director Aviation Planning and Regulatory Compliance, dated November 2, 2022, and attached hereto.

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

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

**Note: This motion requires 5 affirmative votes.**

N:\RESOLVES\2022\USDA - WS Cooperative Service Agr (11-17-22).docx

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INTEROFFICE MEMORANDUM

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TO: PAUL BREAN, EXECUTIVE DIRECTOR *PAB*

FROM: ANDREW B. POMEROY, C.M., DIRECTOR AVIATION PLANNING AND REGULATORY COMPLIANCE *AW*

SUBJECT: USDA/WS WILDLIFE CONTROL PROPOSAL

DATE: 11/2/2022

CC: FILE

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In accordance with United States Department of Agriculture/Wildlife Services ("USDA/WS") responsibilities under 7 U.S. Code 426-426c, 46 Statute 1468; USDA/WS and the FAA have entered into a Memorandum of Understanding (No. 12-34-71-0003-MOU) establishing the USDA/WS as the recognized authority on wildlife hazard management at airports.

The PDA has a longstanding contractual relationship with USDA/WS for airport wildlife hazard management services. The contract expires on December 31, 2022, and it is important that these efforts continue to ensure the safety of the flying public, as well as maintaining compliance with 14 CFR part 139.

The USDA has proposed a new contract through CY23 in the amount of \$37,133.41. This new cooperative services agreement represents a significant increase in services provided by USDA Wildlife Services to the airport since CY20.

Most significantly, the contract provides for full time year round airfield coverage by a dedicated wildlife biologist where prior to CY21 the contracts only provided coverage a couple days a week for a few months a year. This agreement incorporates the provisions of the long standing USDA Wildlife Services Agreement, including woodchuck control, wild turkey control, as well as large bird and mammal control to include trapping of coyotes, fox and raptors. The contract includes the use of wildlife mitigation techniques, equipment, and training of airport staff. The \$37,133.41 contract amount is a \$6,220.31 increase over last year, and represents the PDA's share of the cost of the services, the remainder being funded by a cooperative agreement with the New Hampshire Air National Guard (NH ANG).

The collaborative efforts of the airport staff, NH ANG and USDA/WS have been very successful and as our passenger numbers increase we need to continue the program to ensure the continued safety of the airfield and the flying public. I recommend that the PDA accept the attached proposal as presented.

In accordance with the provisions of RSA 12-G:8 VIII, we recommend waiving the RFP requirement for the following reasons: the PDA has a long standing relationship with USDA/WS stemming back to the time the PDA



was formed; as part of that relationship the USDA/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream; the USDA/WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet 14 CFR 139 requirements; and the USDA/WS is the FAA recognized federal authority for airport wildlife hazard management and training. In addition this agreement is a cost share with our partners at the NH ANG.

I request that you seek the Board of Directors' approval at its November, 2022 meeting to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties. Any taking of wildlife will be in compliance with Federal and State permits. The contract's effective date is January 1, 2023 and will expire December 31, 2023. Attached is a copy of the proposed agreement.

**COOPERATIVE SERVICE AGREEMENT**  
between  
**PEASE DEVELOPMENT AUTHORITY (PDA)**  
and  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to conduct an integrated wildlife hazard management and monitoring project with an emphasis on reducing wildlife threats to aviation within the Air Operations Area (AOA) at the Pease International Tradeport facility Portsmouth, NH. The project's objective is to reduce the threat of strikes involving wild birds and mammals and to prevent wildlife damage to air traffic and air passengers. WS activities are described in attached Work and Financial Plans.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

APHIS WS and PDA mutually agree:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
1. The PDA certifies that APHIS-WS has advised the PDA there may be private sector service providers available to provide wildlife damage management (WDM) services that the PDA is seeking from APHIS-WS.
2. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

3. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 – PDA RESPONSIBILITIES**

PDA agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Paul Brean, Executive Director  
Pease International Tradeport  
55 International Drive  
Portsmouth, NH 03801  
p.brean@peasedev.org  
603 433-6088

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the PDA. PDA will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees.

9. To designate airport staff to conduct bird harassment activities that will be trained by WS to apply techniques to effectively keep birds from using the AOA when WS personnel are not present at the facility.
10. To provide an indoor working space to complete necessary paperwork.
11. The Cooperator will not be connected to the USDA APHIS computer network(s).

#### ARTICLE 5 – APHIS-WS RESPONSIBILITIES

##### APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

David Allaben, State Director, NH/VT  
USDA, APHIS, WS  
59 Chenell Drive, Suite 7  
Concord, NH 03301-8548  
david.j.allaben@usda.gov  
603 223-6832

2. To conduct activities at the Pease International Tradeport as described in the Work and Financial Plans. All APHIS-WS activities except monitoring will be conducted solely inside the airport perimeter fence as detailed in the Work and Financial Plans. APHIS-WS could potentially conduct future non-lethal harassment activities at identified and approved sites outside the airport perimeter fence upon approval by PDA if it is determined necessary. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice PDA quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the PDA shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.



5. To annually prepare a final report of activities conducted under this Agreement.
6. To help secure all necessary wildlife permits for implementation of the integrated program.
7. To wear appropriate safety equipment and follow safety guidelines that comply with APHIS-WS and Pease International Tradeport procedures
8. To monitor bird presence at identified properties adjacent to the facility.
9. The PDA shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.
10. To coordinate with PDA before responding to all media requests.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on January 1, 2023 and shall continue through December 31, 2023, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 02-0440365  
APHIS-WS's Tax ID: 41-0696271

**PEASE DEVELOPMENT AUTHORITY (PDA)**

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

\_\_\_\_\_ Date

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

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David Allaben, State Director NH/VT  
USDA, APHIS, WS  
59 Chenell Drive, Suite 7  
Concord, NH 03301

\_\_\_\_\_ Date

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Willie Harris  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606

\_\_\_\_\_ Date

## **ATTACHMENT A WORK PLAN**

In accordance with the Cooperative Service Agreement between Pease Development Authority and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Program Objective**

To reduce threats to air traffic and air passengers associated with turkeys, other large birds and mammals attracted to the AOA at Pease International Tradeport Portsmouth, NH through the conduct of integrated bird and mammal harassment, removal and monitoring activities.

### **Plan of Action**

1. APHIS-WS direct control activities are currently funded jointly by Pease Development Authority and the DOD, Air National Guard. Funding provided by DOD is awarded on a fiscal year basis and is not a guaranteed source of revenue each year. APHIS-WS will staff the integrated harassment program with 1-2 employees for 4-5 working days per week (80 hours/week) contingent upon full funding from PDA and the DOD, excluding government holidays, annual leave and mandatory training exercises of up to one consecutive week per year, off-site. Revocation of funding by the DOD will limit the number of employees to 1 employee for 1-2 days per week. Staffing will coincide with periods of greatest concern regarding wildlife presence on the AOA and biological behaviors (flocking and movements) that pose the greatest safety concerns to air traffic. Additional wildlife coverage will be provided, as requested, as funding allows during off peak months. Scheduling (days and hours worked) will vary throughout the project to reduce bird habituation to harassment timing.
2. APHIS-WS shall patrol the airport property, attempting to keep it free of turkeys and other large birds such as Canada geese, gulls, turkey vultures and crows by pyrotechnic harassment and limited shooting to reinforce the deterrent effect of non-lethal pyrotechnics. Additional wildlife hazard mitigation activities will include treating woodchuck burrows, raptor trapping, and blackbird trapping and trapping of mammals including carnivores, as need and/or requested.
3. All harassment and bird removal activities will be conducted inside the perimeter fence. Bird removal (shooting) will be conducted in accordance with strict shooting protocol and only when considered absolutely safe. Shells will be retrieved by shooter. Carcasses will be disposed of in accordance with depredation permit conditions.
4. No harassment or bird removal activities will be conducted outside the perimeter fence unless non-lethal harassment is approved by PDA at specific key locations. Non-lethal harassment is recommended at identified turkey "hot spots" located outside the perimeter fence. Should PDA provide APHIS-WS authority to conduct non-lethal harassment



activities at these sites in the future, they will be incorporated into the project monitoring and harassment protocol.

5. As requested by PDA, APHIS-WS may remove resident mammals including; coyotes, foxes, raccoons, skunks, beaver, deer and woodchucks by harassment, shooting, snares, trapping, or the use of gas cartridges as needed during the calendar year.
6. APHIS-WS will be badged or accompanied by a badged escort.
7. APHIS-WS will supply all bird harassment and removal materials. APHIS-WS vehicle will be properly identified in accordance with established protocols and maintain appropriate materials for proper communication with the Air Traffic Control Tower.
8. APHIS-WS will provide bird harassment training as required of PDA personnel.
9. APHIS-WS will record and submit the date, general location and number of pyrotechnics, live rounds and species of birds harassed or removed.
10. All bird removal activities will be conducted in accordance with the applicable Federal or State permit. APHIS-WS will assist PDA in renewing or amending the appropriate USFWS or State depredation permit, as requested.
11. APHIS-WS may implement additional non-lethal methods that have shown promise for use in frightening or repelling large birds. Techniques may include: 1) the handheld Avian Dissuader laser, 2) strategically placed Scare Windmills, and 3) Methyl Anthranilate (artificial grape flavoring food additive) sprayed at sections along the perimeter fence.
12. APHIS-WS will provide two wildlife hazard trainings classes per year.
13. An APHIS-WS representative will be a member of and attend the quarterly wildlife working group meetings.
14. APHIS-WS will provide PDA and other interested parties a summary report including **recommendations** of integrated harassment activities.

#### Effective Dates

The cooperative agreement shall become effective on 1/1/2023, and shall expire on 12/31/2023.

## FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$23645.04
Travel		
Vehicles		\$2,409.38
Other Services		\$650.00
Supplies and Materials		\$800.00
Equipment		\$1,700.00
Subtotal (Direct Charges)		\$29,204.42
Pooled Job Costs	11.00%	\$3,212.49
Indirect Costs	16.15%	\$4,716.51
Aviation Flat Rate Collection		
Agreement Total		\$37,133.41
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: <b>\$37,133.41</b>		

### Financial Point of Contact/Billing Address

Andrew Pomeroy  
 Pease  
 36 Airline Ave  
 Portsmouth, NH 03801  
 Phone: (603)433-6536  
 A.Pomeroy@peasedev.org


Lori Freeman  
 USDA, APHIS, WS  
 59 Chenell Drive, Suite 7  
 Concord, NH 03301  
 Phone: (603)223-6832  
 Lori.Freeman@usda.gov

## MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Lease Amendment No. 2 with 25, 29 Retail, LLC for the Premises located at 25 New Hampshire Avenue; all in accordance with the Memorandum of Paul E. Brean, Executive Director dated November 7, 2022, and upon substantially similar terms and conditions as contained in draft Lease Amendment No. 2, attached hereto.

## MEMORANDUM

**To:** Pease Development Authority Board of Directors  
**From:** Paul E. Brean, Executive Director   
**Date:** November 7, 2022  
**Re:** 25, 29 Retail, LLC

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25, 29 Retail, LLC, a Two International Group company, is planning to sublease space at 25 New Hampshire Avenue to SeqCoast, a company that provides nucleic acid (DNA and RNA) sequencing services. These services are provided through the use of gene sequencing machines that provides data to SeqCoast and, in turn, its customers. Such use would be considered a testing laboratory under PDA land use controls. While such a use is permitted in the Business and Commercial Zone, is it not a permitted use under the lease between the PDA and 25, 29 Retail, LLC. Given the use by SeqCoast is consistent with other medical office uses at 25 New Hampshire Avenue, it appears appropriate to amend the lease agreement concerning 25 New Hampshire Avenue to permit "research and development laboratories and related facilities and activities" as a permitted use at 25 New Hampshire Avenue.

As such, at the Board's November 17, 2022, meeting, please provide me with the authority to amend the lease with 25, 29 Retail, LLC, consistent with the above. A draft lease amendment is attached for the Board's consideration.



LEASE AMENDMENT NO. 2

LESSOR: Pease Development Authority

LESSEE: 25, 29 Retail, LLC

PREMISES: A certain parcel of land in Portsmouth and Newington, New Hampshire, a consolidation of four parcels located at 17 New Hampshire Avenue (Tax Map 302, Lot 6); 29 New Hampshire Avenue (Tax Map 302, Lot 5); and 14 Manchester Square (Tax Map 302, Lot 7), and the planned inclusion of the former 26 Manchester Square site as set forth in Section a of this Lease Amendment No. 1 below (Tax Map 302, Lot 4) which premises are all located in the Business Commercial Zone of Pease International Tradeport. The Leased Premises are now estimated to contain 11.0537 acres as shown on Exhibit A, attached hereto.

LEASE DATE: October 11, 2013

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This Amendment No. 2 made effective \_\_\_\_\_, 2013 by and between the above referenced Lessor and Lessee:

WHEREAS, Lessee has requested that its Lease with Lessor be amended to expand the permitted uses of the Premises with respect to the facility at 25 New Hampshire Avenue;

WHEREAS, Lessor has agreed to amend the Lease as requested by Lessee, subject to the terms and conditions of this Lease Amendment No. 2;

NOW, THEREFORE, Lessor and Lessee agree for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the Lease be amended as set forth below:

1. Item 1 in Article 9.1 of the Lease with respect to the 25 New Hampshire Avenue is deleted and replaced with the following: 1. General offices, professional offices, out-patient health care facilities, **and research and development laboratories and related facilities and activities** as a permitted use and to permit such further accessory uses as are consistent therewith.
2. All other terms and conditions of the Lease and Lease Amendment No. 1 shall remain in full force and effect and shall continue to be binding upon the Lessor and Lessee.

[Signature and Jurat Pages Follow]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment No. 2 effective \_\_\_\_\_, 2022.

Lessor:  
**Pease Development Authority**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Paul E. Brean, Executive Director

Lessee:  
**25, 29 Retail, LLC**

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DRAFT**

STATE OF NEW HAMPSHIRE: ss.  
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 in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE: ss.  
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 **25, 29 Retail, 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 in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## MEMORANDUM

TO: Pease Development Authority Board of Directors  
FROM: Paul E. Brean, Executive Director *PEB*  
RE: Contract Reports  
DATE: November 4, 2022

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

1. Project Name: Vanasse, Hangen, Brustlin, Inc. (VHB)  
Board Authority: In accordance with the authorization provided by the Board of Directors at its meeting on October 17, 2019  
Summary: Exercise the first of two one year options to December 31, 2023 for Transportation Planning and Engineering services



## MOTION

Director Anderson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the City of Portsmouth to erect a sign at the Waste Water Treatment Plant located at 135 Corporate Drive; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 4, 2022, attached hereto.

N:\RESOLVES\2022\City of Portsmouth Signage and Conditional Use Permit for WWTF on Corporate Drive (11-17-2022).docx

## MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*  
From: Michael R. Mates, P.E., Director of Engineering *MRM*  
Date: November 4, 2022  
Subject: 135 Corporate Drive – Waste Water Treatment Plant Signage

The City of Portsmouth has submitted a request to erect a ground sign at the waste water treatment plant located at 135 Corporate Drive. This sign will replace an existing sign. The attached drawings show a detail and proposed location for the sign. This sign is almost identical to the sign that was installed at the water treatment plant on Grafton Drive and consistent with other City and PDA signs throughout the Tradeport. The sign is well under the 200 square foot maximum allowed by the PDA Land Use Controls.

This sign will be installed in the 100' wetland buffer. The total wetland impact will be two square feet for the installation of two granite posts which will support the sign. This wetland buffer impact for this sign is a permitted use under PDA Land Use Controls Part 304-A.07(a), and Staff believes the proposal is in harmony with the general purpose and intent of the ordinance.

At this month's PDA Board of Directors meeting, please ask the Board to approve the City's sign proposal.

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# Pease Wastewater Sign



Proof #1.3  
6/20/22

**Company:** Pease Water Treatment  
**Job:** 135 Corporate Drive  
**Type:** Freestanding Sign

**Quantity:** 1

**Size:** Top sign: 72" x 48" - 3/4" PVC  
Address sign: 58.5" x 12" - 1" HDU  
Circle: 38.5" - 1.5" HDU  
Think Blue Rider: 58.5" x 14" - PVC

**Sides:** DS

**Style:** Flat with Sandblasted "Circle"

**Substrate:** Multiple

**Posts & Brackets:** 12" x 12" x 11'  
Granite posts

**Colors:** White/blue/black



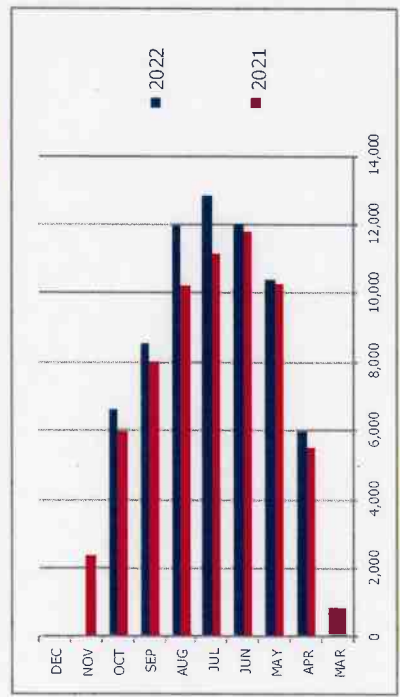
# Pease Wastewater Treatment Facility Proposed Sign Location





# KEY GOLF COURSE BENCHMARKING DATA

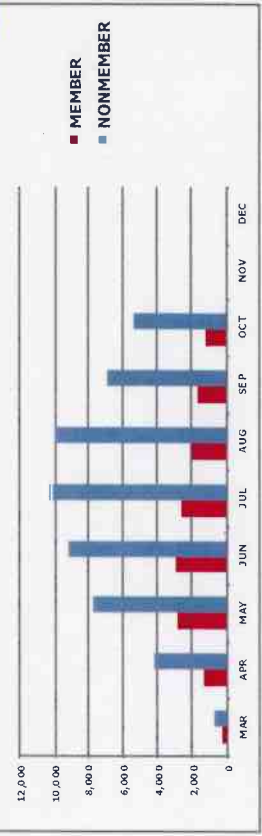
ROUNDS OF GOLF PLAYED (SEASON)



SEASON	2020	2021	2022
SEASON	62,315	66,590	69,257

ROUNDS PLAYED 69,257 66,590 62,315  
 RAIN DAYS 46 49 66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



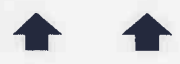
GOLF SIMULATOR REVENUES	FY 2023	FY 2022	GRILL 28 GROSS SALES	FY 2023	FY 2022
JULY	\$495	\$1,158	JULY	296,042	\$262,957
AUGUST	\$827	\$915	AUGUST	360,829	270,631
SEPTEMBER	\$1,509	\$326	SEPTEMBER	297,268	235,234
OCTOBER	\$4,441	\$4,244	OCTOBER	227,600	191,416
NOVEMBER		\$14,746	NOVEMBER		119,952
DECEMBER		\$23,112	DECEMBER		138,710
JANUARY		\$24,253	JANUARY		94,159
FEBRUARY		\$26,580	FEBRUARY		109,814
MARCH		\$23,360	MARCH		150,980
APRIL		\$4,429	APRIL		190,483
MAY		\$135	MAY		284,835
JUNE		\$517	JUNE		312,758
	\$7,272	\$123,358		\$1,181,739	\$2,361,932

CLUB/ COURSE FUNCTIONS	FY 2023 YTD	FY 2022 YTD
GROUPS 20-59	47,680	41,102
TOURNAMENT PLAY	136,882	83,419
LEAGUES	41,088	41,429
FOOD AND ROOM FEES	164,901	123,377

2022 ROUNDS- SEASON	MEMBER	NONMEMBER	TOTAL
	14,542	54,715	69,257

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

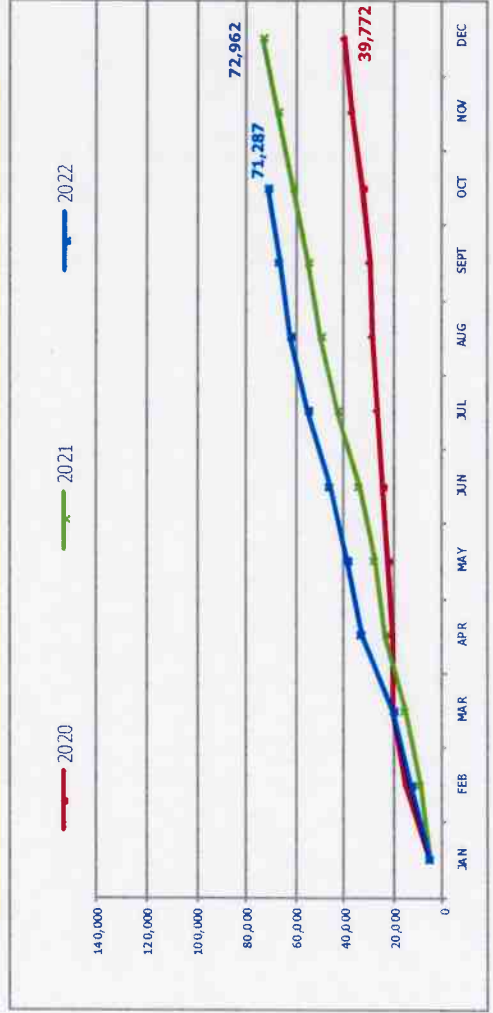


# AIRPORT REPORT PERIOD ENDING OCTOBER 2022



<b>REVENUE PARKING</b>	\$22,890
513 Transactions @ \$44.61	
<b>FUEL FLOWAGE FEES</b>	\$58,436.29
Total Gallons	1,168,725.8
CRAF and DOD	66%
Commercial	17%
General Aviation	17%

<b>ENPLANEMENTS</b>	2022
Scheduled Enplanements	3,245
Chartered Enplanements	1,228
<b>Total Enplanements</b>	<b>4,473</b>
<b>2022 Enplanements YTD</b>	<b>71,287</b>



- **Allegiant Schedule Announced**
  - BNA May-August
  - PIE April-August
  - SFB and PGD Capacity
- **US CBP**
  - PSM officially transferred to BOS Sector
- **2,000,000 Passenger in October**



DEPARTMENTS OF THE ARMY AND AIR FORCE  
JOINT FORCE HEADQUARTERS  
NEW HAMPSHIRE NATIONAL GUARD  
1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301

November 9, 2022

Mr. Stephen Duprey, Chairman  
Pease Development Authority  
55 International Drive  
Portsmouth, NH 03801

Mr. Chairman:

The New Hampshire National Guard (NHNG) requests that the Pease Development Authority (PDA) Board of Directors consider the following proposed land exchange:

The NHNG, via an Air Force license, transfers approximately 3.5 acres of land, the former site of the Air Force / New Hampshire Air National Guard (NHANG) fire department and shown as "Parcel A" on the attached map, to the PDA in exchange for up to 16 acres of land abutting the current NHANG property on the "North 40" shown on the attachment as "Parcel B." The NHNG acknowledges this exchange is predicated upon receiving indemnification from the Federal government for Parcel A, as exists for PDA land previously conveyed from the Federal government.


Parcel A abuts and is adjacent to the PDA operations building and air terminal; both reside on existing PDA land, enabling future expansion of the existing terminal. It resolves an awkward access issue by which PDA vehicles must cross NHANG land to access their building south of the control tower. Parcel A is immediately available for development, with all former infrastructure remediated, removed and utility connections terminated safely. We believe this conveyance will have significant future value for the PDA.

Regarding fair market value, two appraisals were completed on the subject properties, one in June 2021 by the NHANG and one in March 2022 by the PDA. The two appraisals estimate the value of Parcel A at \$102,000 and \$51,000 per acre, respectively, and \$212,000 and \$174,000 per acre for Parcel B. Parcel A has been structurally and environmentally remediated while Parcel B has not, representing significant costs that would need to be addressed for construction viability. Based on prior experience with similar environmental and geotechnical challenges, the estimated costs of remediation on the North Ramp could be as high as \$2 million per acre.

In summary, this exchange provides clearly predictable benefits to both the PDA and the NHNG. It secures **construction-ready** land for immediate development on the flight line for future terminal expansion for the PDA. For the NHNG, Parcel B creates increased stand-off distance from possible development on the North Ramp and room for mission expansion while strengthening our overall presence on the Tradeport.

We look forward to continuing this important conversation.

Sincerely,

  
DAVID J. MIKOLAITIES  
Major General, NH National Guard  
The Adjutant General

**REFERENCED MAP TO BE PROVIDED BY  
NH AIR NATIONAL GUARD**



**From:** Kurt Miller  
**Sent:** Monday, October 24, 2022 1:54 PM  
**To:** Info; Paul Brean; Liz LaCava  
**Cc:**  
**Subject:** RE: New submission from Contact Info

Mr.

First I would like to say on behalf of the staff at the Portsmouth International Airport and Allegiant Airlines we are hoping your Granddaughter is doing well and wish her a very quick recovery.

I can assure you that the employees who assisted your Granddaughter had nothing on their mind except taking care of her no matter what or how long it took. Safety of our guests is our number one priority followed closely by caring for ones wellbeing and this team displays that every single day. Our goal is to provide a world class customer experience no matter what it takes. I am so very glad the team was able to assist you, your Granddaughter and other family members in your time of need.

It will be my pleasure to pass on your kind words to them as I know they are wishing her the best.

Respectfully,

**Kurt Miller**

**Landside Operations Specialist**

Portsmouth International Airport at Pease

36 Airline Avenue, Portsmouth, NH 03081

C: 603.828.8837 W: (603) 433-3515

k.miller@peasedev.org



---

**From:** wordpress@peasedev.org [mailto:wordpress@peasedev.org]

**Sent:** Saturday, October 22, 2022 1:14 PM

**To:** Paul Brean <P.Brean@peasedev.org>; Liz LaCava <L.LaCava@peasedev.org>; Kurt Miller <K.Miller@peasedev.org>

**Subject:** New submission from Contact Info

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

**Name**

**Email**

**Area of Interest**

General Inquiries



**Message**

Good Morning, My name is . I am writing to express my gratitude to the staff that was working Thursday night when Allegiant Air flight #2870 was diverted back to the gate. My Granddaughter was the one that had a seizure on board that plane. The people of Allegiant Air and of Pease International showed the utmost professionalism and caring during this scary time for us.

You met us at the plane with the paramedics, called the Portsmouth Hospital to have her transported, even made sure that we got her car seat and stroller off the plane, so she would have that for the ride to the hospital. Then after she and her mom were taken care of in the ambulance, you continued to take care of us. You helped carry stuff to the car, you made sure we had a bus ride to the parking lot to get our van, etc.

During this time, I believe that it was time for some of you to go home, and yet you never stopped doing for us. Your training was flawless and your compassion is beyond words. I cannot thank you enough, for every person that we came in contact with went above and beyond just being helpful and being extra special people.

## Memorandum

**To:** John Meehan, Airport Operations Manager   
**From:** Sandy McDonough, Airport Community Liaison   
**Date:** 11/4/2022  
**Subj:** Noise Report for October, 2022

---

The Portsmouth International Airport at Pease received two noise complaints in October, 2022, when Runway 34 was in use.

- On October 22, 2022, a noise complaint was submitted by a resident of Portsmouth, New Hampshire concerning helicopter tours flying the same pattern over their house on weekends. Portsmouth does not have a helicopter tour tenant on the airfield however there is one in Sanford Maine.
- On October 23, 2022, a noise complaint originated from the same resident of Portsmouth, New Hampshire concerning a red helicopter flying at what he thought to be below 500 feet. It is unknown at what altitude the helicopter was flying and it did not fly out of Portsmouth International Airport at Pease.

**MOTION**

Director Ferrini:

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

1. Expend funds in the amount of **\$8,842.00** for legal services rendered to the Pease Development Authority from:

**Sheehan Phinney Bass & Green**

September 1, 2022 – September 30, 2022 (for Tradeport General Representation)	\$4,405.00
September 1, 2022 – September 30, 2022 (for Permit Implementation)	\$4,379.00
September 1, 2022 – September 30, 2022 (for Ports and Harbors Representation)	<u>\$ 58.00</u>
<b>Total</b>	<u><b>\$8,842.00</b></u>

2. Expend funds in the amount of **\$2,001.00** for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice from September 1, 2022 through September 30, 2022 in the amount of \$1,357.00; and October 1, 2022 through October 31, 2022 in the amount of \$644.00.

**For a total amount of \$10,843.00 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: Trade Port - General Representation  
-----

CLIENT/CASE NO. 14713-10167  
BILLING ATTORNEY: Lynn J. Preston  
Invoice Number: 380646

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$4,405.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$4,405.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$4,405.00
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

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

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



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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$4,379.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$4,379.00
	-----
TOTAL BALANCE DUE:	\$4,379.00
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

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

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Division of Ports & Harbors

-----  
CLIENT/CASE NO. 14713-9621  
BILLING ATTORNEY: Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$58.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$58.00
	-----
BALANCE DUE:	\$58.00
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

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

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

# ANDERSON KREIGER

50 Milk Street, 21st Floor  
Boston, MA 02109  
(617) 621-6500  
EIN: 04-2988950

October 20, 2022

Pease Development Authority  
Anthony Blenkinsop, Deputy Director/General Counsel  
55 International Drive  
Portsmouth, NH 03801

Reference # 144312 / 1047-4136

In Reference To: Federal Regulatory Advice

## Professional Services

Hours      Amount

### Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	2.80	590.00	1,652.00

## Payments

09/27/2022      Payment      CK#036324

531.00

Sub-total Payments: 531.00

Total Current Billing: \$1,652.00

Previous Balance Due: (\$295.00)

Total Now Due: \$1,357.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

# ANDERSON KREIGER

50 Milk Street, 21st Floor  
Boston, MA 02109  
(617) 621-6500  
EIN: 04-2988950

November 7, 2022

Pease Development Authority  
Anthony Blenkinsop, Deputy Director/General Counsel  
55 International Drive  
Portsmouth, NH 03801

Reference # 144467 / 1047-4136

In Reference To: Federal Regulatory Advice

## Professional Services

Hours      Amount

### Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	1.00	590.00	590.00
Timothy J. Roskelley	0.10	540.00	54.00

Total Current Billing:	<u>\$644.00</u>
Previous Balance Due:	\$1,357.00
Total Now Due:	<u>\$2,001.00</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS



## MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to conduct a voluntary 2022 annual leave buy-back program for qualified PDA employees on the terms and conditions set forth in the memorandum from Tanya Coppeta, Employee Relations Manager, dated November 1, 2022, attached hereto.

## Memorandum

**To:** Paul Brean, Executive Director *PB*  
**From:** Tanya Coppeta, Employee Relations Manager *TMC*  
**Date:** November 1, 2022  
**Subj:** Annual Leave Buy-back 2022  
**CC:** Suzy Anzalone, Finance Director

I am requesting that the Pease Development Authority (PDA) Board of Directors authorize the implementation of a voluntary Annual Leave Buy-back program for 2022.

Historically, this has been a popular program with PDA employees as we have had upwards of 60% of eligible employees participate since it was initially introduced in 2009. As you may recall, the program allows full-time, non-classified, eligible employees to "cash out" up to 40 hours of annual leave, while mandating that the employee maintain a balance of not less than 40 hours after the draw down. The program also gives the employee the option to receive payment in either 2022 or 2023. The buy-back is based on the employee's rate of pay as of December.

The benefit of the program is two-fold. First, it provides the participating employee the opportunity to receive incremental cash during the holiday season. Second, it benefits the PDA by lowering the vacation liability it carries on the balance sheet.

Based upon prior participation, it is estimated that approximately 26 employees (60%) will elect to participate in this voluntary program. With this estimate, we anticipate that the cash flow impact to the PDA will be approximately \$48,400.

Thank you for your consideration.

**MOTION**

Director Parker:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to defer payment of the \$178,102.02 balance of the 2021-2022 minimum guaranteed payment required under Article 4.1d of the License and Operating Agreement with Granite State Minerals (the "Agreement"), and add said balance to the 2022 - 2023 minimum guaranteed payment under the Agreement; all in accordance with the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated October 27, 2022; attached hereto.

N:\RESOLVES\2022\DPH - Extension of Guaranteed Payment - Granite State Minerals 10-20-22.docx



**PEASE**


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: October 27, 2022

To: Pease Development Authority (PDA) Board of Directors

From: Geno Marconi, Division Director 

Subject: Granite State Minerals, annual minimum payment extension

Granite State Minerals ("GSM") has a contract with the Division of Ports and Harbors (the "Division") for use of a portion of the Market Street Terminal for the offloading and storage of road salt. October 31, 2022 is the end of the contract year for GSM.

In accordance with ARTICLE 4. STORAGE FEES – SCALE HOUSE FEES – TERMINAL CHARGES- GUARANTEED PAYMENT- UTILITIES – SECURITY – REPORTS:

4.1. d) Guaranteed Payment. GSM agrees to provide PDA-DPH with a minimum annual guaranteed revenue of \$450,000 accumulative of dockage, wharfage, and salt storage area rental.

For the period November 1, 2021 through October 31, 2022, the Division billed GSM a total of \$271,897.98 for the contract year, leaving an outstanding balance of \$178,102.02 to meet the minimum required payment.

The Rehabilitation and Modification of the Main Wharf (BUILD Project) began April 8, 2022, and all tenants at the Market Street Marine Terminal were given prior notice of the project. The Division suggested that tenants should consider "topping off" their inventories in anticipation of the dock closure for construction. The start of construction was delayed and unfortunately no salt ships have been able to berth since April 8, 2022. GSM has been a valued tenant since 2017. As GSM was unable to bring a ship in before the end of the contract year due to the construction, GSM was unable to meet the minimum payment requirements. GSM has inquired if there is any way to provide relief from the required minimum payment given the construction issue.

Although pursuant to the terms and conditions of the contract, ARTICLE 2. CONDITION OF STORAGE AREA, 2.1, and, ARTICLE 10 RIGHT OF PDA-DPH TO INSPECT AND REPAIR, 10.2, GSM is not relieved of the requirement to make the minimum payment, the Division recommends extending payment of the \$178,102.02 shortfall amount for this past contract year into the next contract term beginning November 1, 2022 and ending April 30, 2024 (18 months), and adding that amount to the \$675,000.00 minimum payment for the upcoming initial 18 month base term of the contract. This would bring the April 30, 2024 minimum guaranteed payment to \$853,102.02. GSM is appreciative of this potential accommodation.

Therefore, the Division recommends the Board approve extending the guaranteed minimum payment amount owed under the 2021-2022 contract year, into the next contract term's minimum payment amount as noted above.

○ ○ ○ ○ 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 Lamson:

The Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to NAS Fuels, LLC d/b/a Atlantic Fuels, Inc., for the purpose of fuel dispensing at PDA-DPH facilities; all in accordance with the terms and conditions contained in the memorandum of Geno J. Marconi, Division Director, dated October 26, 2022 attached hereto.

Date: October 26, 2022

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

From: Geno Marconi, Division Director *(GM) for GM*

Subject: Bulk Fuel Deliveries – NAS Fuels, LLC dba Atlantic Fuels

The Division of Ports and Harbors (the "Division") received a request from NAS Fuels, LLC dba Atlantic Fuels ("Atlantic Fuels") to renew its Right of Entry to make bulk diesel fuel deliveries to vessels at Division facilities. Diesel fuel deliveries, over water directly to a vessel from a tank truck, are regulated as follows:

- By the U.S. Coast Guard in accordance with 33 CFR and 46 CFR for vessels whose fuel capacity is 10,500 gallons or more
- By the Office of the State Fire Marshal in accordance with the NFPA 30 for vessels whose capacity is less than 10,500 gallons
- By the PDA for all vessels desiring to receive fuel deliveries from Division properties

The Division has reviewed the request of Atlantic Fuels and recommends that the PDA Board of Directors approve the request, grant a non-exclusive right for Atlantic Fuels to deliver diesel fuel (gasoline prohibited) at Division facilities, and authorize the Executive Director to enter into a ROE agreement generally in accordance with the following terms and conditions:

PREMISES: Hampton and Rye Harbor Marine Facilities/Portsmouth Commercial Fish Pier/Market Street Marine Terminal

PURPOSE: Sale of diesel fuel only to Party and Charter Boats, Commercial Fishing Vessels and Commercial Vessels

TERM: Four (4) years, commencing January 1, 2023 through December 31, 2026

FEES: For year 1, January 1, 2023 to December 31, 2023, for diesel fuel sold to Party and Charter Boats and Commercial Fishing Vessels at the Hampton and Rye Marine Facilities and Portsmouth Commercial Fish Pier - \$0.10 per gallon. Subsequent years' fees to be determined by the Division by October 31 of each term year.

For year 1, for diesel fuel (gasoline prohibited) sold to Ships and Commercial Vessels (excluding Party, Charter and Commercial Fishing Vessels) at the Market Street Marine Terminal - \$0.01 per gallon for up to 50,000 gallons and \$0.005 per gallon in the instance where the delivery exceeds 50,000 gallons. Subsequent years' fees to be determined by the Division by October 1<sup>st</sup> of each term year.

**INSURANCE:**

Minimum insurance coverage, to include Commercial General Liability Insurance in the amount of \$2,000,000.00 with an endorsement for piers, docks and gangway coverage. Workers Compensation coverage to the statutory limits, automobile liability coverage in a minimum amount of \$1,000,000.00 and pollution liability in a minimum amount of \$1,000,000.00 to cover losses arising from fuel spills. Said policy shall include the State of New Hampshire and PDA-DPH as additional insureds on the Commercial General Liability policy, and pollution liability, include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH, and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types of coverage may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at PDA-DPH properties. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

**ADDITIONAL  
TERMS AND  
CONDITIONS:**

Proof of compliance with applicable sections of 33 CFR and 46 CFR

Diesel fuel will only be delivered to vessels (less than 10,500 gallon capacity) that have a contractual agreement with the PDA-DPH to receive deliveries including a Variance issued by the Office of the State Fire Marshal in accordance with Bulletin #2015-07

Diesel Fuel, (gasoline prohibited) will only be delivered to commercial vessels (greater than 10,500 gallon capacity) at the Market Street Marine Terminal with prior permission of the Division

Diesel fuel (gasoline prohibited) deliveries at the recreational docks at the Hampton and Rye Marine Facilities shall only be between the hours of 5:30 AM and 7:30 AM or after 6:00 PM.

# ATLANTIC

FUELS

296 Lafayette Rd. Rye, NH | 603-963-6967 | [www.atlanticfuels.com](http://www.atlanticfuels.com)

October 3<sup>rd</sup>, 2022

Pease Development Authority  
Division of Ports and Harbors  
555 Market St. Suite 1  
Portsmouth, NH 03801

SUBJ: NAS Fuels, LLC dba Atlantic Fuels Right of Entry Renewal

To whom it may concern,

The purpose of this letter is to formally request a renewal of the attached Right of Entry Agreement dated April 26<sup>th</sup>, 2019.

Any questions or comments may be directed to Michael MacPhail at 603-964-6967 or [michael@atlanticfuels.com](mailto:michael@atlanticfuels.com).

Sincerely,



David Wilich  
President  
NAS Fuels, LLC dba Atlantic Fuels

ATTACHMENTS: Right of Entry Agreement dated April 26<sup>th</sup>, 2019





555 Market Street, Suite 1 Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH"), 55 International Drive, Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a Right of Entry to NAS Fuels, LLC dba Atlantic Fuels ("NAS"), with a mailing address of PO Box 792, Rye, NH 03870 and physical address of 79 Depot Rd., Epping, NH 03042 to use property of the State of New Hampshire ("Premises") pursuant to the terms of this Right of Entry ("ROE") and for the following purposes and for no other uses unless expressly authorized:

- PREMISES:** Hampton Marina, Hampton, NH / Rye Marina, Rye, NH / Market Street Port Terminal, Portsmouth, NH / & Portsmouth Fish Pier, Portsmouth, NH
- PURPOSE OF ROE:** Sale of Fuel to Party Boat Operators, Commercial Fishermen & Commercial Vessels
- PERIOD OF USE:** Retroactive to January 1, 2019 through December 31, 2022
- COMMISSION FEE:** As Set Forth in Section 4

This ROE is given subject to the following conditions:

1. The term of this ROE shall be from January 1, 2019 through December 31, 2022.
2. Subject to the terms and conditions of this ROE, NAS is granted a non-exclusive right to sell fuel to:
  - A. Party Boat Operators at Hampton Marina and Rye Marina;
  - B. Commercial Fishermen at Portsmouth Fish Pier, Hampton Marina, and Rye Marina; and
  - C. Commercial Vessels at the Market Street Port Terminal.
3. NAS shall only provide deliveries of diesel fuel (gasoline prohibited) at Hampton Marina and Rye Marina between the hours of 5:30 AM and 7:30 AM, or after 6:00 PM, except in an emergency. The Market St. terminal has regular hours, Monday – Friday, from 6:00 AM to 4:00 PM, deliveries outside of these hours must be approved by PDA-DPH.

4. For the first year, fuel sold to Party Boat Operators and Commercial Fishermen, NAS agrees to pay PDA-DPH on a monthly basis, a commission of \$0.10 per gallon on each gallon of fuel sold. For fuel sold to Commercial Vessels (excluding Commercial Fishermen and Party Boat Operators) at the Market Street Port Terminal, NAS agrees to pay \$.01 per gallon for the first 50,000 gallons sold per vessel and \$.005 (1/2 cent) per gallon for any amount of fuel sold in excess of 50,000 gallons to each respective vessel. In instances where an order for an individual vessel exceeds the 50,000 gallon amount the \$.005 (1/2 cent) rate shall to be applicable to the first 50,000 gallons of fuel sold.  
  
PDA-DPH reserves the right to increase fees and rates in connection with this ROE on an annual basis. Notification of fee and rate increases will be provided on or before October 1 (first) in any given year and become effective on January 1 (first) of the following year.
5. Payments will be made within 10 days following the end of each month. Payments shall be accompanied by a report of the total gallons of fuel sold, by vessel and location, for each applicable time period and shall be made payable to **"Pease Development Authority, Ports and Harbors Fund"** and forwarded to PDA-DPH, 555 Market St., Portsmouth, NH 03801. PDA-DPH reserves the right to audit or inspect NAS's financial records to ensure compliance with the obligation to pay the fuel fee commission.
6. This ROE does not contain an option to renew. In no event shall the term of this ROE extend beyond December 31, 2022. Requests to extend the ROE past December of 2022 must be received in writing by October 1, 2022.
7. NAS shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
  - A. from any condition of the Premises including any building structure or improvement thereon for which NAS has taken possession of hereunder;
  - B. from any breach or default on the part of NAS to be performed pursuant to the terms of this ROE, or from any act or omission of NAS, or any of its agents, contractors, servants, employees, licensees or invitees; or
  - C. from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including ramp and parking areas) arising out of or incidental to the use, management or control of the area(s) by NAS and activities which are the subject of this ROE.
8. On or before the effective date of this ROE, NAS shall provide PDA-DPH with a certificate of insurance evidencing the existence of a Commercial General Liability insurance policy protecting the parties hereto and naming the State of New Hampshire and PDA-DPH as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, PDA-DPH and NAS in connection with uses authorized under

this ROE, when such liability is imposed on account of injury or death of a person or persons or property damage. Said policy shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than \$2,000,000.00 per occurrence, and automobile liability insurance in the amount of \$1,000,000.00. NAS shall also provide Pollution Liability coverage in an amount not less than \$1,000,000.00 per occurrence to cover losses arising from fuel spills at facilities where fuel is dispensed under the terms of this ROE. The Pollution Liability coverage is in addition to the \$2,000,000.00 per occurrence in required Commercial General Liability coverage. Insurance provided pursuant to this ROE shall be primary and non-contributing with respect to any coverages, self-insured, or otherwise carried by PDA-DPH, contain a waiver of subrogation and may not be canceled without providing PDA-DPH with at least thirty (30) days advance written notice by registered mail.

**Notwithstanding** the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch. 491:8, as the same may be amended.

9. NAS will obtain advance approval for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH shall be final.
10. NAS may cancel this ROE by giving PDA-DPH thirty (30) days' notice in writing.
11. This ROE may be canceled by PDA-DPH in the event of the failure of NAS to perform, keep, and observe any of the conditions of the ROE and the failure of NAS to correct the default or breach within the time specified by PDA-DPH by giving NAS thirty (30) days written notice of cancellation. This ROE may be canceled immediately by PDA-DPH in the event NAS fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.
12. In the performance of this agreement, NAS is, in all respects, an independent contractor, and is neither an agent nor employee of the State of New Hampshire or PDA-DPH. Neither NAS nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.



13. In connection with the performance of this ROE, NAS agrees to comply with all statutes, laws, regulations, rules and orders of federal, state, county or municipal authorities which shall impose any obligation or duty on NAS for delivery of diesel fuel over water directly to a vessel from a tank truck including, but not limited to, the following:
  - 33 CFR and 46 CFR for vessels whose fuel capacity is 10,500 gallons or more;
  - Office of the State of NH Fire Marshall per NFPA 30 for vessels whose capacity is less than 10,500 gallons;
  - Per PDA rules for all vessels desiring to receive fuel deliveries from Division properties.
14. NAS will obtain all necessary permits and provide copies of them to PDA-DPH at the time of execution of this document including, but not limited to and subject to the following:
  - NAS must provide proof of compliance with applicable sections of 33 CFR and 46 CFR.
  - Diesel fuel will only be delivered to vessels (less than 10,500 gallon capacity) that have a contractual agreement with PDA-DPH to receive deliveries including a variance issued by the Office of the State of NH Fire Marshall in accordance with Bulletin #2015-07 as may be amended from time to time.
  - Diesel fuel (gasoline prohibited) will only be delivered to commercial vessels (greater than 10,500 gallon capacity) at the Market Street Marine Terminal with prior permission of PDA-DPH.
15. NAS is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
16. This ROE may not be assigned or transferred without the express written approval of PDA-DPH.

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NAS Fuels dba Atlantic Fuels  
Right of Entry  
pg. 5

**PEASE DEVELOPMENT AUTHORITY**  
**Division of Ports and Harbors**


Date: 4/30/19

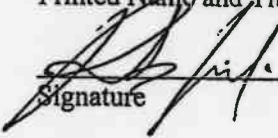
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
David R. Mullen, Executive Director

**NAS FUELS, LLC dba Atlantic Fuels**

Date: 4/23/19

  
\_\_\_\_\_  
Witness


Rob Wilich, President  
Printed Name and Title:  
  
\_\_\_\_\_  
Signature

**MOTION**

Director Fournier:

The Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to Broco Oil of North Reading, MA, for the purpose of fuel dispensing at PDA-DPH facilities; all in accordance with the terms and conditions contained in the Memorandum of Geno J. Marconi, Division Director, dated October 27, 2022 attached hereto.



Date: October 27, 2022  
To: Pease Development Authority ("PDA"), Board of Directors  
From: Geno Marconi, Division Director   
Subject: Bulk Fuel Deliveries – Broco Oil, Inc.

The Division of Ports and Harbors (the "Division") received a request from Broco Oil, Inc. ("Broco") to renew its Right of Entry to make bulk diesel fuel deliveries to vessels at Division facilities. Diesel fuel deliveries, over water directly to a vessel from a tank truck, are regulated as follows:

- By the U.S. Coast Guard in accordance with 33 CFR and 46 CFR for vessels whose fuel capacity is 10,500 gallons or more
- By the Office of the State Fire Marshal in accordance with the NFPA 30 for vessels whose capacity is less than 10,500 gallons
- By the PDA for all vessels desiring to receive fuel deliveries from Division properties

The Division has reviewed the request of Broco and recommends that the PDA Board of Directors approve the request, grant a non-exclusive right for Broco to deliver diesel fuel (gasoline prohibited) at Division facilities, and authorize the Executive Director to enter into a Right of Entry agreement generally in accordance with the following terms and conditions:

**PREMISES:** Hampton and Rye Harbor Marine Facilities/Portsmouth Commercial Fish Pier/Market Street Marine Terminal

**PURPOSE:** Sale of diesel fuel only to Party and Charter Boats, Commercial Fishing Vessels and Commercial Vessels

**TERM:** Four (4) years, commencing January 1, 2023 through December 31, 2026

**FEES:** For year 1, January 1, 2023 to December 31, 2023, for diesel fuel sold to Party and Charter Boats and Commercial Fishing Vessels at the Hampton and Rye Marine Facilities and Portsmouth Commercial Fish Pier - \$0.10 per gallon. Subsequent years' fees to be determined by the Division by October 31 of each term year.

For year 1, for diesel fuel (gasoline prohibited) sold to Ships and Commercial Vessels (excluding Party, Charter and Commercial Fishing Vessels) at the Market Street Marine Terminal - \$0.01 per gallon for up to 50,000 gallons and \$0.005 per gallon in the instance where the delivery exceeds 50,000 gallons. Subsequent years' fees to be determined by the Division by October 1<sup>st</sup> of each term year.

**INSURANCE:**

Minimum insurance coverage, to include Commercial General Liability Insurance in the amount of \$2,000,000.00 with an endorsement for piers, docks and gangway coverage. Workers Compensation coverage to the statutory limits, automobile liability coverage in a minimum amount of \$1,000,000.00 and pollution liability in a minimum amount of \$1,000,000.00 to cover losses arising from fuel spills. Said policy shall include the State of New Hampshire and PDA-DPH as additional insureds on the Commercial General Liability policy and pollution liability, include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH, and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types of coverage may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at PDA-DPH properties. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

**ADDITIONAL  
TERMS AND  
CONDITIONS:**

Proof of compliance with applicable sections of 33 CFR and 46 CFR

Diesel fuel will only be delivered to vessels (less than 10,500 gallon capacity) that have a contractual agreement with the PDA-DPH to receive deliveries including a Variance issued by the Office of the State Fire Marshal in accordance with Bulletin #2015-07

Diesel Fuel, (gasoline prohibited) will only be delivered to commercial vessels (greater than 10,500 gallon capacity) at the Market Street Marine Terminal with prior permission of the Division

Diesel fuel (gasoline prohibited) deliveries at the recreational docks at the Hampton and Rye Marine Facilities shall only be between the hours of 5:30 AM and 7:30 AM or after 6:00 PM.



# **BROCO OIL**

34 Main St. N. Reading, MA 01864 T: (781)-246-1130 F: (781)-819-0058

October 26, 2022

Captain Geno J. Marconi  
Pease Development Authority  
Division of Ports and Harbors  
55 International Drive  
Portsmouth, NH 03801

Captain Marconi,

Broco Oil is requesting Right of Entry to the following premises:

- Market Street Port Terminal, Portsmouth, NH
- Portsmouth Fish Pier, Portsmouth, NH
- Hampton Marina, Hampton, NH
- Rye Marina, Rye, NH

With granted ROE, Broco Oil intends to conduct over the water fuel transfers to:

- Bunkers operating out of the Market Street Port Terminal
- Commercial Vessels out of the Portsmouth Fish Pier and the Hampton & Rye Marinas

Broco Oil is compliant with both 33 and 46 Codes of Federal Regulations governing the fueling of vessels in the United States.

If you have any questions please do not hesitate to contact me directly

Thank you,



Robert Brown  
President  
Broco Oil  
34 Main Street /N. Reading, MA/ 01864  
Service Disabled Veteran Owned Small Business  
Office: (781)-246-1130 Fax: (781)-819-0058  
<http://brocooil.com/>  
Bobby@brocooil.com




## MOTION

Director Anderson:

The Pease Development Authority (PDA) Board of Directors hereby approves of the adoption of the Initial Proposed Amendments to the Schedule of Pilotage Fees and Pilotage Unit Rates pursuant to Pda 311.01 (b) of Chapter Pda 300, Port Captains, Pilots and Pilotage, of the NH Code of Administrative Rules; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 10, 2022, and the Initial Proposed Amendments attached hereto.



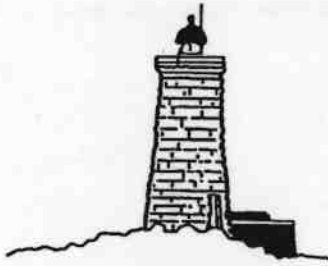
Date: November 10, 2022  
To: Pease Development Authority (PDA), Board of Directors  
From: Geno Marconi, Division Director   
Subject: Initial Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates

The Division of Ports and Harbors (the "Division") received a request (attached) from the Portsmouth Pilots, Inc. to amend the existing Schedule of Pilotage Fees and Pilotage Unit Rates. In accordance with Administrative Rule, Pda 311.01 (b), the Division has reviewed the request and recommends approval of the attached Initial Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates ("Initial Proposed Pilotage Fees").

In accordance with RSA 12-G:44 IV, the Division presented the attached Initial Proposed Pilotage Fees to the Division of Ports and Harbor's Advisory Council (PAC) on November 9, 2022, for review and comment. The PAC supported these amended fees and rates.

In accordance with RSA 12-G:42, XI, following PDA Board of Directors' approval of the Initial Proposed Pilotage Fees, and after a public comment period and review of any comments received, the Division will present the Final Proposed Amendment to the Schedule of Pilotage and Pilotage Unit Rates for adoption at the Board's December 15, 2022, meeting, with a recommended effective date of January 1, 2023.

Therefore, at the Board's November 17, 2022, meeting, the Division requests approval of the Initial Proposed Amendments to the Schedule of Pilotage Fees and Pilotage Unit Rates.



PORTSMOUTH PILOTS, INC.  
*Ports of Portsmouth and Newington, New Hampshire*  
34 Ceres Street  
Portsmouth, NH 03801  
(603) 436-1209

To Capt. Geno Marconi,

October 03, 2022

We are writing to you with regards to a tariff increase for the Portsmouth Pilots, Inc. We are requesting a tariff increase starting January 15, 2023. We are very competitive with the ports of Boston Ma. and Portland Me, and we want to stay competitive with them to keep cargo's coming into the ports of Portsmouth and Newington, NH. I will use a Port Comparison Report to show a vessel that calls on all three ports.

Over the years since the last increase, we have experienced an increase in costs to our profession from general cost of living rise due to the radical rise of inflation, such as healthcare, taxes, fuel, and everyday living expenses, to required training every five years per pilot and obtaining more professional equipment for us to use for the safety of the port and the pilots themselves. Our training consists of emergency ship handling, bridge resource management for pilots, fatigue training, medication training, safety management and navigational skills training and CPR training. All these are American Pilot Association approved training courses and are generally taken at MITAGS in Baltimore Md.

As previously stated, we use the port comparison to show you a vessel that calls on all three ports. We work around the clock with the change of the tides and highlighting that this river is one of the toughest working rivers in the country with the obstacles as bridges, narrow channel, big tides, and incredibly strong currents which makes it a more challenging and difficult river to pilot.

Due to the loss of industrial cargo's over the past years, this has led to fewer arrivals due to no fault of our own, which translates to loss of revenue. We need three pilots to do all the work this river. Being a tidal port, our moves limit us to move close to slack water times which change daily. Due to USCG rest and fatigue requirements, especially when and if a pilot is not available to work, be it vacation, sickness, or work-related absence, two pilots are here to cover the work for short periods of time.

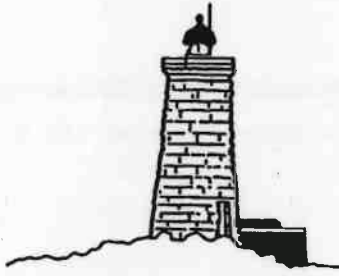
Please review the port comparison report and our requested tariff rate increase and contact us if you have any questions.

Warmest Regards,

Capt. Christopher D. Holt  
President  
Portsmouth Pilots, Inc.

Capt. Richard C. Holt Jr.  
Vice President  
Portsmouth Pilots, Inc.





**PORTSMOUTH PILOTS, INC.**  
*Ports of Portsmouth and Newington, New Hampshire*  
34 Ceres Street  
Portsmouth, NH 03801  
(603) 436-1209

**2023 Tariff Rate Increase**

New Rates are shown below in **BOLD**

**EMERGENCY CALLOUT: (Section 1.4 b)**

Add to existing tariff a minimum charge  $\$2100.00 + \$315.00 = \mathbf{\$2415.00}$

**RATES FOR SUBMARINE MOVEMENTS:**

**DRAFTS:**  $\$33.00 + \$5.00 = \mathbf{\$38.00}$  per foot of draft (Section 1.5a)

**TRANSIT FEE: (Section 2.1.1)**

One-way charge, Pilot units  $x \$3.56 + \$.53 = \mathbf{\$4.09}$

Minimum charge  $\$343.00 + \$57.00 = \mathbf{\$400.00}$

**VESSEL SHIFTING WITHIN RIVER: (Section 2.1.2)**

Pilot units  $x \$3.30 + \$.50 = \mathbf{\$3.80}$

Minimum charge  $\$240.00 + \$40.00 = \mathbf{\$280.00}$

**DOCKING/UNDOCKING FEE: (Section 2.1.3)**

Pilot units  $x \$.92 + \$.14 = \mathbf{\$1.06}$

Minimum charge  $\$109.00 + \$41.00 = \mathbf{\$150.00}$

Second Pilot Required  $\$510.00 + \$90.00 = \mathbf{\$600.00}$

**VESSLE SHIFT AT BERTH: (Section 2.1.4)**

Minimum charge  $\$562.00 + \$84.00 = \mathbf{\$646.00}$

**DETENTION RATES: (Section 3)**

Add charge for cancellation within 4 hours of pilot reporting.

1) Cancellation  $\$290.00 + \$110.00 = \mathbf{\$400.00}$  (Section 3.1.1)

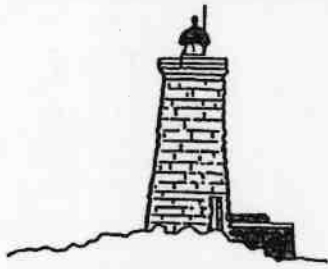
2) Pilot detained during docking/undocking  $\$290.00 + \$110.00 = \mathbf{\$400.00}$  per first excess hour or portion thereof (Section 3.1.2 a)

3)  $\$120.00 + \$18.00 = \mathbf{\$138.00}$  per 20 min thereafter (Section 3.1.2 b)

**PILOT NOT RETURNED TO SHARE AND CARRIED TO SEA:  $\$500.00 + \$75.00 = \mathbf{\$575.00}$**   
(3.1.4)

**PILOT TO ANCHOR VESSEL:  $\$290.00 + \$110.00 = \mathbf{\$400.00}$**  (Section 4.1.2)

**PILOT LAUNCH:  $\$180.00 + \$27.00 = \mathbf{\$207.00}$**  (no fuel surcharge) (Section 4.1.1)



## PORTSMOUTH PILOTS, INC.

*Ports of Portsmouth and Newington, New Hampshire*

34 Ceres Street

Portsmouth, NH 03801

(603) 436-1209

### 2022 PORT COMPARISON

The comparison report is based on one class of vessel that calls on all 3 ports of Boston, Ma., Portsmouth, NH., and Portland Me. The vessel is the **Acadian**, GRT 23,552, LOA 600 ft (182.9m) Extreme Breadth 90 ft (27.4m), Molded Depth 54.8 ft (16.7m). Boston and Portland have new tariff rates that started in 2022.

**BOSTON, MA.:** In/out from Chelsey River above the bride's daylight without any detentions added, base rate \$9,255.00

**PORTLAND, ME.:** In/out from sea to berth above the bride daylight without any detentions added, base rate \$11,044.00

Nighttime above the bride rate \$13,266.00

**PORTSMOUTH, NH.:** Present tariff rates in/out day or night without and detentions added \$7841.00

Requested new rate for in/out, day or night without detentions added, base rate \$9017.00

STATE OF NEW HAMPSHIRE  
PEASE DEVELOPMENT AUTHORITY — DIVISION OF PORTS AND HARBORS  
**INITIAL PROPOSED SCHEDULE OF PILOTAGE FEES  
AND PILOTAGE UNIT RATES**

PORTSMOUTH HARBOR AND PISCATAQUA RIVER  
(New rates shown in **bold**)

**EFFECTIVE DATE JANUARY 1, 2023**

1.0 COMPUTATION OF PILOTAGE FEES AND UNITS:

11 Certain pilotage fees for inbound and outbound vessels as identified below are based on pilotage units. In each such case a minimum fee is also identified. If pilotage units are not used to set a fee, the fee is set on a flat fee or per unit or similar basis.

12 All measurements shall be in meters.

13 Pilotage units are computed by:

1.3.1 Multiplying the overall length of the vessel (bow to stern) by the extreme breadth of the vessel (beam to beam);

1.3.2 Multiplying the product of subsection 1.3.1 by the depth of the vessel to the uppermost continuous deck (bottom of keel to uppermost continuous deck); and

1.3.3 Divide the product of subsection 1.3.2 above by 100.

14 The pilotage fees shall be an amount equal to 200% of the applicable charges, minimum charge ~~\$2100.00~~ **\$2415.00**, specified in this schedule for:

(a) Any self-propelled vessel lacking propulsion; or

(b) A pilot called out to a scene for any unscheduled event or emergency situation.

15 The pilotage rates for a submarine shall be:

(a) An amount equal to the applicable charges in subsection 2.1.1, 2.1.2, or 2.1.3, plus an additional ~~\$33.00~~ **\$38.00** per foot of draft; and

(b) Minimum units: 100.

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

## 2.0 PILOTAGE FEES — TRANSIT CHARGES:

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

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

- (a) Pilotage units multiplied by ~~\$3.56~~**\$4.09**; and
- (b) Minimum charge: ~~\$343.00~~ **\$400.00**;

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

- (a) Pilotage units multiplied by ~~\$3.30~~**\$3.80**; and
- (b) Minimum charge: ~~\$240.00~~ **\$280.00**;

2.1.3 Docking or undocking charges:

- (a) Pilotage units multiplied by ~~\$0.92~~ **\$1.06**;
- (b) Minimum charge: ~~\$109.00~~ **\$150.00**; and
- (c) Must be paid, where applicable, in addition to any applicable per passage charge assessed under subsections 2.1.1 or 2.1.2 above; and

2.1.4 Vessel shifting at berth:

- (a) ~~\$562.00~~ **\$646.00** per call for assistance; and
- (b) Second pilot required for transit or turning off dock: ~~\$510.00~~ **\$600.00**

## 3.0 PILOTAGE FEES — PILOT DETENTION CHARGES:

3.1 Inbound or outbound vessels of any size:

3.1.1 Charge for canceling call for pilot within 4 hours of scheduled arrival time



at the pilots' point of origin: (a) ~~\$290.00~~ **\$400.00** per call cancelled;

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

(a) ~~\$290.00~~ **\$400.00** per the first excess hour of detention or portion thereof;

(b) ~~\$120.00~~ **\$138.00** per 20 minutes thereafter

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

(a) Same as subsection 2.1.2; and

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

(a) ~~\$500.00~~ **\$575.00** per day or part thereof that pilot is detained at sea after outbound passage is complete, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of first class travel available.

#### 4.0 PILOTAGE FEES — MISCELLANEOUS CHARGES:

4.1 Inbound or outbound vessels of any size:

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

(a) ~~\$180.00~~ **\$207.00** per single, one-way trip; and

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

(a) ~~\$290.00~~ **\$400.00** per single, one-way trip.