

Place: 55 International Drive –Board Conference Room

Watch Meeting Via Live Stream: https://townhallstreams.com/towns/pease_dev_nh

BOARD OF DIRECTORS' MEETING

AGENDA

- I. Call to Order / Roll Call:**
 - A. Welcome Director Karen Conard**

- II. Acceptance of Meeting Minutes: Board of Directors' Meeting of January 19, 2023 * (Lamson)**

- III. Public Comment:**

- IV. Consent Agenda Items:**
 - A. Consent Agenda Approvals * (Ferrini):**
 - 1. New England Aerobatic – Right of Entry – Skyhaven Airport * (Fournier)
 - 2. Electric Scissor Lift – Pease International Airport Terminal * (Lamson)
 - 3. Bills for Legal Services * (Parker)
 - 4. 75 New Hampshire LLC - Lease Amendment 5 * (Conard)
 - 5. Lonza Biologics, Inc. – 101 International Drive –Café Expansion – Soil * (Ferrini)

- V. Committees:**
 - A. Report:**
 - 1. Golf Committee *

- VI. Old Business:**

- VII. Finance:**
 - A. Executive Summary ***

 - B. Reports:**
 - 1. FY2023 Financial Report for the Seven Month Period Ending January 31, 2023 *
 - 2. Cash Flow Projections for the Nine Month Period Ending November 30, 2023 *

- VIII. Licenses/Rights of Entry/Easements/Rights of Way:**
 - A. Report *:**
 - 1. 165 Arboretum, LLC – Right of Entry – 165 Arboretum Drive
 - 2. Environmental Chemical Corporation – Demolition of Structure on Site 22
 - 3. Arboretum Drive Group LLC – Right of Entry – Arboretum Drive
 - 4. Jalbert Leasing, Inc. d/b/a C&J Bus Lines – Right of Entry – Hampton Street

IX. Leases:

A. Report *:

1. Sublease between 30 International Drive, L.L.C. and Lisa Happ Coaching – 30 International Drive (Suite #105B)
2. Sublease between Seacoast Newspapers, Inc. and Optima Dermatology Partners, LLC (1st Floor)
3. Sublease between Seacoast Newspapers, Inc. and Optima Dermatology Partners, LLC (2nd Floor)

X. Contracts:

A. Report *:

1. Honeywell International, Inc. - TSA Door Access Upgrade
2. Honeywell International, Inc. – Pro Watch Access System / Overhead Door Monitoring – Portsmouth International Airport at Pease
3. TEC Solutions Concepts Inc. – Replacement Locks / Cyber Keys – Pease Golf Course
4. Ice Machine – Pease Golf Course
5. Minuteman Security Technologies, Inc.” dba “Minuteman Security & Life Safety” – Fire alarm & Sprinkler Maintenance System Services – Exercise of Last Option

B. Approvals:

1. Public Relations / Marketing Services * (Fournier)
2. AIP Grant for Snow Removal Equipment – Change Order – Portsmouth International Airport * (Conard)

C. Ratification:

1. Long Term Disability Insurance, Short Term Disability Insurance, and Life and Accidental Death and Dismemberment Insurance * (Parker)

XI. Signs:

XII. Executive Director:

A. Reports:

1. Golf Course Operations *
2. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) January and February, 2023 *
3. PDA Committee List - Update *

B. Approval:

1. Unutil - Granite State Gas Transmission – Ball Fields - Wetlands Application * (Parker)

XIII. Division of Ports and Harbors:

A. Reports:

1. Port Committee Meeting Minutes of August 11, 2022 *
2. Port Advisory Council Meeting Minutes of December 14, 2022 *
3. Port Advisory Council Meeting Minutes of January 11, 2023 *
4. Commercial Mooring Transfer – Smith to Wilson *
5. Commercial Mooring Transfer – Lentz to Comosa *
6. Commercial Mooring Transfer – Love to Herrick *
7. Commercial Mooring Transfer – Hewlett, Jr. to Leary *
8. Rye Harbor Marine Facility Report *
9. Draft Right of Entry and Concession Agreements for Rye Harbor Marine Facility and Hampton Harbor Marine Facility *

B. Approval:

1. Initial Proposed Pda 600, State Owned Commercial Piers & Facilities – **Administrative Rules * (Ferrini)**
2. Curtis Marine Service, LLC – Right of Entry – Hampton Harbor Marine Facility * **(Fournier)**

XIV. New Business:

XV. Special Event:

A. Report *:

1. Millennium Running - St. Patty's 5k/10k Road Race held on March 11, 2023

XVI. Upcoming Meetings:

| | |
|--------------------|----------------------------|
| Port Committee | April 6, 2023 @ 8:00 a.m. |
| Audit Committee | April 17, 2023 @ 8:30 a.m. |
| Board of Directors | April 20, 2023 @ 8:30 a.m. |


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

XVII. Directors' Comments:

XVIII. Adjournment:

XIX. Press Questions:

XX. Consultation with Counsel (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 January 19, 2023.

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

Thursday, January 19, 2023

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; Greg Siegenthaler, IT Director; Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance; Chasen Congreves, Director of Operations and Raeline A. O'Neil, Executive Administrative Assistant

I. Call to Order / Roll Call:

Chairman Duprey ("Duprey") stated all Board members were in attendance; the meeting commenced at **8:30 a.m.**

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

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

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

III. Public Comment:

Justin Pasay – No public comment but available to speak to the item he has on the agenda if necessary.

Neil Hansen – No public comment but available to speak to the item he has on the agenda if necessary.

Jake Marvelley ("Marvelley") – Attorney for Port City Air ("PCA") – Stated he had attended the Technical Review Committee ("TRC") meeting on Tuesday (1/17/2023) regarding Million Air's ("MA") application. The TRC meeting was continued until February 9, 2023 at 1:00 p.m. PCA submitted its written comment to brief the TRC on findings by its experts (engineering, environmental and jet blast). When the TRC makes a conclusion, the project will go to the Board, sitting as a Planning Board for Pease. PCA will have the same concerns when it reaches Planning Board; stating the concept and concerns are complex. Marvelley spoke to the need of the Board to have time to review materials and handed out to each Board member a three ring binder of materials which contains the same comment when it goes to the Board, sitting as a Planning Board. When the application does go before the Board he indicated PCA hopes to have an opportunity for its experts to walk the Board through their concerns as well as answer questions. A three ring binder was distributed to the Board of Directors.

Executive Director Brean (“Brean”) stated no one else signed up for public comment, but individuals from the US Coast Guard (“USCG”) were present who have asked to make a presentation.

Whit Anderson and Tyler Zabkar– NOAA Vessel Ferdinand R. Hassler (S 250)

Director of the Division of Ports and Harbors (“DPH”) Geno Marconi (“Marconi”) deferred to Assistant Director Grant Nichols (Nichols”) of DPH who spoke to the severe storm on December 22, 2022, which resulted in DPH personnel providing assistance to a NOAA vessel in danger of breaking loose. Nichols introduced the members of the US Coast Guard. Boatswain Kaminski (Commander of USCG Portsmouth Harbor) (“Kaminski”) and Chief Warrant Officer Amaro were present to recognize DPH personnel Whit Anderson and Tyler Zabkar (“Zabkar”). Kaminski spoke to the partnership the USCG has with DPH and further spoke to the skeleton crew (3 individuals) the NOAA ship had onboard during the time of the storm. The vessel is 800 tons and initially one line parted from the vessel resulting in the gangway being ripped off the vessel prohibiting ingress/egress (the vessel had been pushed out approximately 12’). USCG crew arrived to assist and during that time three additional lines also parted due to high winds. Prior to the assistance of DPH personnel, another line had parted the vessel which was in for dockside availability as it had no propulsion and was only operating on generator power. Both USCG and DPH networked to secure the vessel to the pier. Kaminski stated DPH personnel played a pivotal role in securing the vessel during the worst part of the storm and during high tide. Kaminski read a letter of appreciation to DPH personnel and presented each (Nichols, Anderson and Zabkar) with a copy and a USCG coin in appreciation.

Director Anderson (“Anderson”) commended the two DPH individuals who assisted in the securing of this vessel.

IV. Old Business:

A. Approval:

1. Lonza Biologics, Inc. – 70 / 80 Corporate Drive – Iron Parcel Concept Update

Director Levesque moved the motion and Director Anderson seconded that the Pease Development Authority Board of Directors hereby approves of Lonza Biologics, Inc.'s (“Lonza”) revised concept plan for the Iron Parcel development located at 70/80 Corporate Drive, with a revision consisting of reducing the height of the Proposed Building 1, from three stories to one story; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated January 9, 2023.

Discussion: Anderson spoke to the 2019 original plans which were approved, and stated it was nice to see they have downsized.

Director Parker (“Parker”) spoke to the DTC lawyers letter contained in the board materials which referenced a tenant in need of immediate manufacturing space. Parker asked if the tenant could be divulged; Brean responded not at this time.

Anderson asked with the reduction from three stories to one, would Lonza return to the Board to increase the height of the building. Brean indicated each building is vendor specific and each end user has different needs so it was not anticipated Lonza would return to the Board requesting a change, but cannot say for certain.

Disposition: Resolved by unanimous vote for; motion carried.

2. **Aviation Avenue Group, LLC – 100 New Hampshire Avenue – Variance Request**

Director Ferrini moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors approves the revised concept plan as submitted by Aviation Avenue Group, LLC, for the development at 100 New Hampshire Avenue; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated January 9, 2023.

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

3. **Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) – 53 Exeter Street – Extension of Land Review Timeframes**

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby approves of extensions to certain timeframes for the review of the site and subdivision application pertaining to a proposed development at 53 Exeter Street by Pease Aviation Partners, LLC (d/b/a Million Air), as follows:

- Grant a 90 day extension for the completion of TRC review per 403.03(a) of the PDA Land Use Controls as strict conformity would pose an unnecessary hardship to the applicant and extension would not be contrary to the spirit and intent of the regulations; and
- Grant a 90 day extension for the Board to take action on the Site Review Application per 404.01(i) of the Land Use Controls.

All in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated January 9, 2023.

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

V. **Finance:**

A. **Executive Summary**

Director of Finance, Suzy Anzalone (“Anzalone”), indicated PDA is performing well and its revenues are favorable to budget by approximately 8.5%, with expenses under budget. Adjustments have been made to credit card fees as a result of the monthly review by Finance Department personnel.

Each of the business units are doing well with no issues to report that would be significant or challenge the budget.

Anzalone spoke to capital expenditures for larger projects over to DPH.

Stated over the next nine months, anticipates a reduction in cash flow as some of the larger projects will commence and she does not anticipate having to draw on the Line of Credit (“LOC”) at this time. Anzalone spoke of the large terminal expansion project stating at this point PDA will fully fund the project.

Parker asked of the Municipal Service Fees (i.e.; what they consist of; why paid in a lump sum of \$2.8 million rather than having it spread out). Anzalone indicated this payment is for the real estate taxes due to the City of Portsmouth (“COP”) with \$1.4 million paid in both January and July.

Brean spoke to the Municipal Services Fees and stated the COP assesses the building, assigns a value with an approximate 40% reduction. Deputy Director / General Counsel Anthony Blenkinsop indicated the 40% is not a reduction, rather it is because the payment doesn’t include the school portion of the assessment.

Anderson indicated it only provides a reduction of the school portion on the Airport District; Blenkinsop affirmed. Anderson asked of Lonza; Blenkinsop indicated the entirety of Lonza is not in the Airport District, but the main building on the premises is considered part of the Airport District. The remaining portion of Lonza (i.e.; Iron parcel, Lynx lot; Parking Garage etc.) are in the PILOT (Payment In Lieu of Taxes) zone which pays the full tax assessment rate (including the school portion). The parcels in the Airport District pay the assessed municipal rate less the school portion. Anderson asked of the building Lonza utilizes on Corporate Drive; Blenkinsop indicated the location Anderson referred to are buildings leased by Lonza and are outside of the Airport District with the developer of the building paying the PILOT.

Duprey asked if the agreement is perpetual or it gets renegotiated. Blenkinsop indicated the assessment provision comes out of RSA 12-G. The Municipal Services Agreement is the agreement between the COP and PDA regarding how the municipal services (police, fire and public works) are provided at the Tradeport. In essence all of the tenants at Pease are paying full tax rate to receive those services.

Anderson asked of the Lonza Iron parcel; Blenkinsop indicated since the inception of the lease a year and a half ago, the COP has included it in its assessment.

B. Reports:

- 1. FY2023 Financial Report for the Four Month Period Ending October 31, 2022**
- 2. Cash Flow Projections for the Nine Month Period Ending August 31, 2023**

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

A. Report:

- 1. Lonza Biologics, Inc. – Right of Entry – 55 International Drive**

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

- Name: Lonza Biologics, Inc.
License: Right of Entry
Location: 55 International Drive
Purpose: For the purposes of equipment staging related to construction work of a retaining wall at 30 Corporate Drive related to the construction of the Lynx Parking Project
Term: January 1, 2023 through June 15, 2023

VII. Leases:

A. Report:

- 1. Sublease between 119 International Drive, L.L.C. and Pilot Construction, Inc. – 15 Rye Street (Suite #312)**

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

1. Tenant: Pilot Construction, Inc.
Space: 15 Rye Street (Suite #312)
Use: General Office and Related Uses
Term: Seven (7) years commencing February 1, 2023, expiring January 31, 2030

VIII. Contracts:

A. Report:

1. Hoyle Tanner & Associates Inc. – Alpha Taxiway North Reconstruction

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

1. Project Name: Hoyle, Tanner & Associates, Inc.
Board Authority: In accordance with the authorization provided by Director Mates on January 4, 2023
Summary: Preparation of documentation / report regarding Alpha Taxiway North Reconstruction Project.
Cost: \$8,650.00

Parker indicated there was no end date associated with the contract; Brean indicated there would be grant deadlines that would have to be met with the FAA. He believes this would occur between 45 to 60 days and further indicated that Hoyle Tanner & Associates are PDA's on-call Engineering Consultant.

B. Approvals:

1. Pease Golf Course – Special Events Tent

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to enter into a one-year (1) contract with Christian Party Rental, in a total amount not to exceed \$23,500.00, for the purpose of renting a Seasonal Event Tent at the Pease Golf Course; all in accordance with the memorandum of Scott D. DeVito, General Manager, dated January 4, 2023.

Discussion: Anderson noted this fee has gone up three fold and asked if it were time for the Golf Course to purchase its own tent.

Fournier asked if it would be beneficial for the Board to study a permanent structure. The function area in the winter serves as the Sims Room; suggested funds from the Sims could be utilized for a dedicated Sims Room. It may make more sense to build a permanent shelter rather than paying \$23,500 for a temporary shelter.

Lamson spoke to discussions of previous Boards about building out the facility.

Levesque indicated he has had discussions with other organizations regarding tents and when purchasing tents there is a concern of liability. Unless a professional company does the installation, PDA would be liable if tent collapses. The rental cost has gone up exponentially.

Brean indicated this was the second time Scott DeVito (“DeVito”), General Manager of Pease Golf Course (“PGC”), had gone out to bid for this item as the first bid did not result in any responses. Further, the costs have increased since COVID and the increase is due to the liability the tent companies are encountering. Brean indicated a permanent structure at the Golf Course may be discussed at a Golf Committee meeting in the near future.

Duprey indicated tent prices have gone up dramatically as there has been a delay in new tents.

Disposition: Resolved by unanimous vote for; motion carried.

2. Jacobs Engineering – Preparation of Design and Bid for Snow Removal Equipment

Director Levesque moved the motion and Director Anderson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to append the Jacobs Engineering on-call Master Contract in an amount not to exceed \$13,871.00, for preparation of design and bid documents for Snow Removal Equipment at Skyhaven Airport; all in accordance with the memorandum from Michael R. Mates, PE, Director of Engineering, dated January 11, 2023.

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

IX. Signs:

A. Report:

1. Seacoast Newspapers - 111 New Hampshire Avenue – Optima Dermatology

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

1. Entity: Optima Dermatology
- Location: 111 New Hampshire Avenue
- Summary: Modification of the existing signage to reflect the change in tenancy to Optima Dermatology.

X. Executive Director:

A. Reports:

1. Golf Course Operations

DeVito indicated five of the six leagues from the 2022 season have confirmed return for the 2023 season. Currently there are 45 golf events scheduled from the end April through Columbus Day and the simulators are booking at 95% capacity.

The numbers for Grill 28 were up in December and as discussed previously, many of their functions are returning. DeVito indicated he informed the Board previously of 135 inquires received with there now being over 200 inquires obtained year-to-date asking for space.

DeVito spoke to an EV charging station at the PGC which is going online; will be working on marketing the feature for the upcoming season.

Duprey asked the initial cost of the Simulator; DeVito stated the initial install was \$140,000 but

PGC came close to recovering the entire cost during first season the simulators were installed. DeVito indicated this was the cost for a standard package.

Anderson asked of booking a tee time at the facility through the current vendor; DeVito indicated the reservation system (aka "POS") has one more year. Further, DeVito will be attending a trade show in a week or so; there are a handful of items which need to be brought up-to-date that will discuss with the vendor. He may need to start looking for another company for next year. Anderson indicated due to the growth at the facility it is a sensitive item to address.

Parker asked if a determination has been made regarding how much additional food and beverage revenue is received by having the Sim Room on premises. DeVito indicated he did not know the answer, but could look into a response to the question.

Anderson asked if a permanent structure, in place of a tent, would be an asset to PGC. DeVito meets weekly with Grill 28's banquet coordinator and he stated he believes the space would sell out all the time. Currently would need capacity for 200 as PGC's biggest event is with 216 players and most of the 45 events previously referenced are over 145 people. DeVito indicated the banquet coordinator cannot keep up with the requests so yes a permanent structure would be beneficial.

Duprey indicated the cost differential going from a facility that seats 150 to 250/300 is small (a dividing wall could be installed for smaller groups); there is a lack of a large conference center on the Seacoast and it seems as though it would do well. Further spoke to Sig Sauer having approximately 150,000 unique visitors to its training facilities and stated Sig Sauer doesn't have the room to hold a large meeting / conference in the immediate area.

DeVito indicated there are five events a year when a second tent is brought in as the demand is there.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean stated the year closed out with 81,512 enplanements equating to 200,000 patrons utilizing the facilities. The key component is historically there has been a split between charter, troop activities and Allegiant commercial passengers; Allegiant's commercial activity doubled this year. Further, fuel flowage fees are strong and continues to see an uptick in general aviation.

Brean commended the maintenance and operations teams and stated while there hasn't been a lot of snow this year, there has been quite a bit of ice events which is just as difficult to work with.

b) Skyhaven Airport (DAW)

c) Noise Line Report

(i) December, 2022

Brean indicated there were no noise inquiries during the month of December.

B. Approvals:

1. Bills for Legal Services

Director Parker moved the motion and Director Lamson seconded that the Pease Development

Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$2,610.00 for payment of legal services provided by Sheehan Phinney Bass & Green; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated January 6, 2023.

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

XI. Division of Ports and Harbors:

A. Reports:

Marconi introduced the Board to the new Deputy Chief Harbormaster Adam Winkler.

1. Port Advisory Council Meeting Minutes of November 9, 2022

The Board had the minutes of the Port Advisory Council (“PAC”) meeting of November 9, 2022 as a means to keep the Board aware of the Council’s activity and would be happy to answer any questions.

2. Tyler Zabkar – Marine Terminal Operator and HAZCOM Certifications

Marconi stated Zabkar completed his certifications with the International Association of Maritime Port Executives which DPH is a sponsor of for maritime education. Zabkar is very involved and dedicated to his work.

3. Whit Anderson and Tyler Zabkar–NOAA Vessel Ferdinand R. Hassler (S 250)

This item was brought forward and letter of appreciation provided by the USCG.

Marconi reminded the Board it is DPH staff that make things work at the facilities as they are all dedicated, talented and knowledgeable. Both Anderson and Zabkar started on a part-time basis; with the departure of an employee, Anderson was moved up into the Operations Manager position and Zabkar was moved up to Assistant Operations Manager. Anderson just celebrated his 10th anniversary with DPH and is a US Army veteran.

Duprey asked of the tugs that were called but didn’t respond due to the weather conditions. Marconi stated there was a need to take into consideration the big tugs are powerful and the Hassler has an aluminum hull; force of a tug needed to be a consideration when pushing the Hasslar. Therefore, a smaller push boat assisted in securing the vessel.

Ferrini asked how many tugs are on the river; Marconi stated there are approximately 10. Ferrini asked what the results would have been if the Hassler had broken loose; Marconi stated it would have ended up on the rocks by the former prison.

B. Approvals:

1. Rye Harbor Marine Facility – Fuel Dispensing System - Lakes Region Environmental Contractors

Director Ferrini moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to execute a contract in an amount not to exceed \$82,969.30 with Lakes Region Environmental Contractors, Inc. (“LREC”) of Belmont, NH to repair the fuel dispensing system on the recreational dock at the Rye Harbor Marine Facility; all in

accordance with the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated January 9, 2023.

In accordance with the provisions of RSA 12-G:8 VIII, the Board waives the RFP requirement as LREC is an approved State of New Hampshire vendor for such services.

Discussion: Anderson stated this motion, and the next, total approximately \$96,000 in expenditures for one facility. Asked if this included the materials and labor; Marconi indicated it includes engineering (design and permitting). Anderson again stated it does not include the materials to construct the shelter for the fuel dispenser; Marconi affirmed. Anderson stated there could be additional charges; Marconi indicated the cost of the structure is unknown as it hasn't been designed. Anderson anticipates this one item will exceed well over \$100,000 for this one feature; Marconi indicated possibly. Anderson stated the fund being utilized for these services would approach approximately 40% of the available funds for one feature. Anderson asked if the pump were needed and stated it would have been better to understand the cost return for this feature. Marconi indicated he did not know the answer to the cost return, but stated fuel has been a revenue source for DPH. Marconi indicated the fund being utilized has funds constantly being deposited into it (permitting, boating registrations, berthing fees/permits etc.) so fund would not be depleted.

Levesque indicated he was glad this is being done as was mentioned last year and it is an eyesore. While it is an expense, the way it is now it is a liability. Levesque indicated twice this year Rye Harbor was under water and spoke to doing something regarding that, so what is being planned now remains operational with additional storms. A bigger and bold plan for Rye Harbor needs to be created. A master plan for the facility is in the works.

Brean indicated this is not just a fuel tank as it is on a coastal waterway and susceptible to tidal surge. Additionally, the Rye Harbor Study that has been asked for is near completion and hopes to have that before the Port Committee in the near future.

Ferrini indicated there is a need to plan for higher seas. Further he spoke of considerations such as building a levy, higher walls and asked what the pump out capability would be if it washes over. Brean indicated some data has been provided in the study and further indicated the water surge from the December storm was into Route 1A.

Marconi indicated part of the expense will be to raising the area so that the sump, lines and dispenser are on top and having things brought up to code and made better.

Ferrini wondered how one deals with what we are seeing with the rising waters and the likelihood of necessary improvements and timing.

Anderson wondered if in the total scheme (amount of fuel dispensed) requires the pump and again asked of a return on the investment. Brean indicated the statute for DPH calls for public access for recreational and commercial boaters. Anderson wondered if that included fuel. Brean stated he believed the residents of NH which utilize the facility expect to be able to fuel their boats. Brean stated the data can be provided.

Marconi stated Anzalone can gather the data requested. Marconi stated DPH facilities provides support to a lot of other agencies (i.e.; USCG, federal agencies, marine patrol, augmented security patrols,

Navy Yard) that depend on DPH to provide fuel while they keep the general public safe. This is why an agreement was made with the State Fire Marshall years ago; the National Fire Prevention Code does not allow to have unattended self-serve fuel systems so DPH augmented its systems with call buttons, additional e-stops and have facilities covered by 24 hour CCTV monitored by USCG. By providing support for those missions, DPH provides the necessary resources.

Lamson applauded Marconi for doing this for safety and it is environmentally important.

Parker asked if the seawall / breakwater is becoming obsolete; Marconi would defer the question to the Army Corp of Engineers. Parker spoke to the frequency of the storms and asked if we were planning thoroughly enough for the replacement of the pump; Marconi indicated the life expectancy of the equipment, the sea level rise and elevation / placement of the equipment is moving in that direction.

Anderson asked if this motion and the next were more related to the Rye Harbor Study and should it be incorporated.

Brean indicated the Rye Harbor Study will be completed shortly.

Duprey spoke to a fuel system that doesn't meet code, is a hazard to public, subject to flooding and in a couple of months the Board will receive the master plan for consideration.

Disposition: Resolved by unanimous vote for; motion carried.

2. Rye Harbor Marine Facility – Fuel System Enclosure – Appledore Marine Engineering

Director Fournier moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors authorizes the Executive Director to finalize and execute a contract with the Division of Ports and Harbors contracted on-call marine engineering service provider, Appledore Marine Engineering, LLC, in an amount not to exceed \$13,781.00, for the purpose of providing specifications for an enclosure for the recreational pier fuel dispenser and hose reels at the Rye Harbor Marine facility; all in accordance with the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated January 9, 2023.**

Discussion: Anderson understands the motion and stated he would have liked an illustration of the enclosure versus a photo of the one constructed at the Portsmouth Fish Pier. Would like to have seen a competitive bid on the project.

Fournier indicated DPH is asking that the enclosure be designed by Appledore and the rendering provided is a sample of something that may be designed.

Marconi stated he inserted the photograph to provide the Board with an example of the type of enclosure DPH is looking to have designed. He further stated the design is necessary for consistency so contractors are all bidding on same design versus six different bids of six different types of enclosures.

Disposition: Resolved by vote (6-1) Anderson opposed for; motion carried.

3. **555 Market Street – Market Street Warehouse Roof Concepts – Appledore Marine Engineering, LLC**

Director Anderson moved the motion and Director Ferrini seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to finalize and execute a contract with the Division of Ports and Harbors contracted on-call marine engineering service provider, Appledore Marine Engineering, LLC, for architectural and engineering services related to the 555 Market Street warehouse roof, in an amount not to exceed \$21,899.00; all in accordance with the memorandum of Geno J. Marconi, Director of the Division Ports and Harbors, dated January 5, 2023.

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

XII. Upcoming Meetings:

| | |
|--------------------|------------------------------|
| Port Committee | February 9, 2023 @ 8:30 a.m. |
| Golf Committee | March 13, 2023 @ 8:30 a.m. |
| Finance Committee | March 13, 2023 @ 9:00 a.m. |
| Board of Directors | March 16, 2023 @ 8:30 a.m. |

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

XIII. Directors' Comments:

Duprey indicated he may not be in attendance at the March 16, 2023, Board meeting.

Anderson spoke of the information provided during Public Comment regarding the Technical Review Committee meeting on Million Air. He wondered if there were an update that could be provided to the Board. Blenkinsop stated not at this juncture and further indicated the Technical Review process is still underway. A **recommendation** will be made to the Board sitting as a Planning Board and it will come to the Board at that time. Blenkinsop indicated the **recommendation** will come to the Board after the TRC has ended.

Duprey confirmed, nothing in the interim; Blenkinsop affirmed.

Parker asked when would that occur; Blenkinsop indicated the meeting was continued to February 9, 2023, at which point they will resume and the TRC could reach a conclusion or continue to a third meeting.

Duprey asked if there were any items not on the agenda that anyone would like to apprise others of.

Ferrini indicated he would like to thank Anderson for his participation over the last three years.

Duprey formally thanked Anderson for his last three years of service on the Board.

Anderson indicated today's meeting would be his last Board meeting as a Director. He has come to understand the purpose of the operations, the professional attitude of the facility, and its personnel. Anderson indicated it has been a pleasure and he has been honored to serve on the Board.

XIV. Adjournment:

Director Lamson moved the motion and Director Levesque seconded to adjourn the Board meeting. Meeting adjourned at 9:43 a.m.

XV. Press Questions:

No comments from the press.

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

Respectfully submitted,



Paul E. Brean
Executive Director

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby moves that item numbers _____ from the consent agenda list below be approved as a single consent agenda item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.



1. New England Aerobatic – Right of Entry – Skyhaven Airport * (Fournier)
2. Electric Scissor Lift – Pease International Airport Terminal * (Lamson)
3. Bills for Legal Services * (Parker)
4. 75 New Hampshire LLC – Lease Amendment 5 * (Conard)
5. Lonza Biologics, Inc. – 101 International Drive –Café Expansion – Soil * (Ferrini)

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Aerobatic Club for the purpose of holding periodic airplane aerobatic practices at Skyhaven Airport from April 1, 2023 through December 31, 2023; all in accordance with the Memorandum from Andrew Pomeroy, Director, Aviation Planning and Regulatory compliance, dated February 22, 2023 attached hereto.

Memorandum

To: Paul E. Brean, Executive Director 
From: Andrew Pomeroy, C.M. Director, Aviation Planning and Regulatory Compliance 
Date: 2/22/2023
Subj: New England Aerobatic Club "ROE" Skyhaven Airport

The New England Aerobatic Club, Chapter 35- International Aerobatic Club ("IAC") is requesting a "Right of Entry" for use of Skyhaven Airport, Rochester NH for the purpose of conducting, at its sole risk, aerobatic practice sessions. Similar to years past the New England Aerobatic Club would like to conduct aerobatic practice sessions within the aerobatic practice box area approved by the Federal Aviation Administration. This "Right of Entry" shall be valid from April 1, 2023, between the hours of 8:00 a.m. through 6:00 p.m. and shall terminate at 6:00 p.m. on December 31, 2023.

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

I request that you seek Board of Directors approval at the March 16, 2023 meeting, to approve "Right of Entry" for the use of Skyhaven Airport for the New England Aerobatic Club IAC Chapter 35 to conduct aerobatic practices.

Please do not hesitate to contact me with any questions.

February 15, 2023

IAC Chapter 35
New England Aerobatic Club
c/o Farrell Woods
162 Bush Hill Road
Hudson, NH 03051

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

Dear Mr. Woods:

This Right of Entry will authorize the New England Aerobatic Club (Chapter 35 – International Aerobatic Club) (“NEAC”) to use the facilities at Skyhaven Airport (the “Premises”) for the purpose of conducting, at its sole risk, airplane aerobatic practice sessions within the aerial practice box area approved of by the Federal Aviation Administration (“FAA”), and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall be valid commencing on April 1, 2023, daily between the hours of 8:00 a.m. through 6:00 p.m., and shall terminate at 6:00 p.m. on December 31, 2023 (the “Term”). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to the terms and conditions of the Certificate of Waiver or Authorization issued by the FAA’s Flight Standards District Office in Portland, ME and (d) subject to such rules and regulations as the PDA may prescribe from time to time.

In the event NEAC is authorized to use the Premises on a Sunday during the Term of this Right of Entry, permission will be granted subject to the requirement that it may not commence practice sessions prior to 12:00 p.m. and must conclude such sessions by 6:00 p.m. This Right of Entry does not permit use of the premises after 6:00 p.m. on any day each practice is held.

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

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

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

2. NEAC understands and acknowledges that the 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 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.
3. 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 NEAC's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, if such damage is caused by the negligence of NEAC.
4. NEAC's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes is 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 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 negligence of NEAC. NEAC expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of NEAC'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. NEAC further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of NEAC'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 Pease Development Authority.
5. NEAC shall provide to the Pease Development Authority satisfactory evidence of commercial general liability or aviation liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured.

Each such policy or certificate therefore issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of any employee, officer

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

or agent of NEAC 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 (except in situations involving the non-payment of a premium, in which case a 10 day notice will be accepted); (iii) a provision that any liability insurance coverage required to be carried by NEAC shall be primary and **non-contributing** with respect to any insurance carried by PDA; and (iv) a waiver of subrogation in favor of the Pease Development Authority.

In addition to the insurance coverage required to be provided in this Section 4, each event participant shall carry liability insurance as required by the Official IAC (International Aerobatic Club) Contest Rules and shall bring proof of that insurance to Skyhaven Airport as a condition of participating in the IAC 35 aerobatics activity. NEAC shall be solely responsible for ensuring that event participants comply with this provision.

6. NEAC shall coordinate activities with the on-duty airport attendant on Friday prior to each scheduled, practice event and shall otherwise coordinate practice events with the Airport Manager or his designee prior to **commencement** of each aerobatic practice session.
7. NEAC shall secure and provide PDA with proof of all required permits and waivers from the FAA and comply with all FAA and other federal, state and local laws, rules and regulations, which apply to the activities contemplated under this Right of Entry, including rules and regulations promulgated by PDA. NEAC shall pay to PDA an amount equal to all fines levied by the FAA (or any other federal or state entity having jurisdiction) against PDA for any breach of FAA or other federal or state requirements by NEAC or any of its contractors, agents, servants or invitees.
8. NEAC's agreement to follow the operational guidelines and restrictions set forth in **Exhibit A** which is attached hereto and incorporated into and made a part of this Right of Entry.
9. NEAC's agreement to schedule regular and periodic breaks between practice sessions so as to mitigate the effect of noise on the surrounding community arising from its use of the airspace above and adjacent to Skyhaven Airport.

Page Four
February 15, 2023

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

Please indicate by your signature or the signature of a duly authorized representative, the consent of NEAC to the terms of this Right of Entry and return the same to me along with proof of insurance coverages in advance of the first practice session.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this _____ day of _____, 2023

New England Aerobatic Club

By: _____
Duly Authorized
Its: _____
President

cc: Paul Brean, Airport Director
Anthony I. Blenkinsop, Deputy General Counsel

Page Five

February 15, 2023

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

EXHIBIT A

Operational Guidelines and Restrictions

New England Aerobatic Club

Right of Entry

- Aircraft holding should be at least 3,600'
- Allow breaks in flying to ease the noise on local community.
- No flying before 12:00 Noon is allowed on Sundays.



MOTION

Director Lamson:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into a contract with Milton Rents of Gorham, NH, to purchase one (1) Electric Scissors Lift, in a total amount not to exceed \$19,540.00; all in accordance with the memorandum from Ken Conley, Fleet Manager dated February 7, 2023, attached hereto.

N:\RESOLVES\2023\Electric Scissors Lift 3-16-23

Memorandum

To: Paul Brean, Executive Director 
From: Ken Conley-Fleet Manager 
Date: 2/7/2023
Subj: Equipment Replacement, Electric Scissor Lift

This is a request to purchase an Electric Scissor Lift as identified in PDA's FY23 capital budget.

A request for bids was advertised in January, 2023, with the bid openings taking place February 1st. The Electric Scissor Lift is funded in the FY2023 Portsmouth International Airport capital schedule. The primary use of this equipment will be to support maintenance crews while working on high indoor facility systems, primarily in the Portsmouth International Airport Terminal. This unit will serve as a replacement for a 1995 Genie Lift which will be serviced and transferred to Skyhaven Airport in Rochester, where it will be used to service utilities in the airplane hangars and maintenance barn. In recent years, PDA maintenance crews have moved this scissor lift to Rochester almost a dozen times to aid in elevated work. This change will increase the Skyhaven crew's ability to maintain its facilities.

Bid results were as follows:

| | |
|--|-------------|
| Milton Rents 509 Main St Gorham, NH 03581 | \$19,540.00 |
| OER Services, LLC 3333 MT Prospect RD Franklin Park, IL 60131 | \$29,752.50 |
| Technology International, Inc. 1331 South International Pkwy Suite 2251 Lake Mary, FL 32746 | \$24,700.00 |

Therefore, please request authorization from the PDA Board of Directors to enter into an agreement to purchase a JLG ES2632 Electric Scissor Lift from Milton Rents, for a price not to exceed \$19,540.00.

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

MOTION

Director Parker:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$24,531.00 for payment of legal services provided by Sheehan Phinney Bass & Green and Anderson Kreiger; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated March 6, 2023, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors *RCB*
From: Anthony I. Blenkinsop, Deputy Director / General Counsel *ABB*
Date: March 6, 2023
Re: Legal Services

Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the months of December 2022 and January 2023 in a total amount of **\$17,922.00**, as follows:

| | |
|--|-------------------|
| December 1, 2022 – December 31, 2022 | |
| (for Tradeport General Representation) | \$ 986.00 |
| (for Permit Implementation) | \$7,105.00 |
| January 1, 2023 – January 31, 2023 | |
| (for Tradeport General Representation) | \$2,668.00 |
| (for Permit Implementation) | <u>\$7,163.00</u> |
| | \$17,922.00 |

Anderson Kreiger provided legal services to the PDA in the month of December 2022, in the amount of \$5,763.00 and January 2023, in the amount of \$846.00 for a total of **\$6,609.00**.

This is request approval by the Board of Directors to authorize the Executive Director to expend funds for legal services rendered to Sheehan, Phinney, Bass & Green and Anderson Kreiger in a total amount of **\$24,531.00**.

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: 384013

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$986.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$986.00 |
| | ----- |
| PREVIOUS BALANCE: | \$1,392.00 |
| | ----- |
| TOTAL BALANCE DUE: | \$2,378.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 384010

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$7,105.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$7,105.00 |
| | ----- |
| PREVIOUS BALANCE: | \$0.00 |
| | ----- |
| TOTAL BALANCE DUE: | \$7,105.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$2,668.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$2,668.00 |
| | ----- |
| BALANCE DUE: | \$2,668.00 |
| | ----- |
| | ----- |

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$7,163.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$7,163.00 |
| | ----- |
| BALANCE DUE: | \$7,163.00 |
| | ----- |
| | ----- |

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

AMOUNT PAID... \$ _____

ANDERSON KREIGER

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

January 24, 2023

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

Reference # 145335 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

| Name | Hours | Rate | Amount |
|------------------|-------|--------|----------|
| David S. Mackey | 3.90 | 590.00 | 2,301.00 |
| Jennifer C Platt | 8.60 | 430.00 | 3,698.00 |

Payments

| | | | |
|---------------------|---------|-----------|-------------------|
| 12/06/2022 | Payment | CK#036807 | 2,001.00 |
| 12/30/2022 | Payment | Ck#36964 | 472.00 |
| Sub-total Payments: | | | <u>\$2,473.00</u> |

Total Current Billing: \$5,999.00

Previous Balance Due: (\$236.00)

Total Now Due: \$5,763.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

ANDERSON KREIGER

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

February 27, 2023

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

Reference # 145699 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

| Name | Hours | Rate | Amount |
|------------------|-------|--------|--------|
| David S. Mackey | 0.10 | 620.00 | 62.00 |
| Mina S. Makarios | 0.20 | 545.00 | 109.00 |
| Jennifer C Platt | 1.50 | 450.00 | 675.00 |

| | |
|------------------------|--------------------------|
| Total Current Billing: | <u>\$846.00</u> |
| Previous Balance Due: | \$5,763.00 |
| Total Now Due: | <u>\$6,609.00</u> |

MOTION

Director Conard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Lease Amendment with 75 New Hampshire, LLC to permit the continued occupancy of 11 Manchester Square by First Light Fiber (fka Bay Ring Communications LLC) for a period not to exceed five (5) additional years; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated March 2, 2023, attached hereto.

N:\RESOLVES\2023\75 NH Lease Amd 5 (3-16-2023).docx

Memorandum

To: PDA Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: March 2, 2023
Subj: 75 New Hampshire LLC – Continued Occupancy of 11 Manchester Square by First Light Fiber (fka Bay Ring Communications LLC)

In January 2008, PDA entered into a lease agreement with 75 New Hampshire LLC (“75NH”) for a parcel of land and facilities located from 75 New Hampshire Avenue to 50 International Drive, which included the building at 11 Manchester Square, occupied by Bay Ring Communications LLC, now known as First Light Fiber (“First Light”). At that time, the 11 Manchester Square lease agreement between the PDA and First Light was assigned to 75NH and made a component of the 75NH lease. First Light pays rent to 75NH, which passes those rental payments through to the PDA. The First Light lease is set to expire at the end of March 2023.

First Light and 75NH are interested in extending the First Light lease for an additional five (5) years through March 2028 (adding years 26-30 to the lease term). PDA staff have no objection to this extension. The extension would require an amendment to the First Light lease to include an additional five (5) years on the term, subject to annual rent adjustments as set forth in the First Light lease.

At the March 16, 2023, PDA Board of Directors meeting please authorize me to negotiate and finalize a lease amendment with 75NH for the purposes of allowing a five (5) year extension of First Light Fiber’s lease of 11 Manchester Square.



MOTION

Director Ferrini:

The Pease Development Authority ("PDA") Board of Directors authorizes Lonza Biologics, Inc. ("Lonza") to relocate an additional 75 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, both part of the Lonza leasehold, 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 Manger, dated March 6, 2023, attached hereto.

N:\RESOLVES\2023\Lonza - Cafe Expansion (Reloation of additional impacted soils) 3-16-23.docx

Memorandum

To: Paul E. Brean, Executive Director 
From: Jared Sheehan, Environmental Compliance Manager 
Date: March 6, 2023
Subject: 101 International Drive – Lonza Biologics Café Expansion Soil

At the October 17, 2022 Board of Directors meeting the PDA Board approved the relocation of 25 cubic yards of chlordane impacted soil associated with the underground utilities for the Lonza employee café expansion at 101 International Drive. This 25 cubic yards was approved to be relocated to the Iron Parcel soils management area at 70-80 Corporate Drive without impacting the phased-in rent schedule provisions in the lease agreement between the PDA and Lonza. Use of the Iron Parcel for soils storage from the 101 International Drive site, would trigger a requirement that rent be paid in full on those areas.

Due to additional excavation and relocation of associated sewer and drainage structures for the café project, Lonza's engineering consultant Tighe & Bond, Inc. is requesting to move an additional 75 cubic yards of potential impacted chlordane soils to the Iron Parcel soils management area at 70-80 Corporate Drive. This additional soil will be covered with an orange geotextile fabric and capped below three feet of clean fill.

PDA staff is supportive of relocating the additional 75 cubic yards of potential impacted chlordane soil to the Iron Parcel soils management area without activating the additional rent obligations of Lonza. Consolidating the majority of impacted soils at 101 International Drive and 70-80 Corporate Drive will make tracking, documenting, and future development of this area less problematic. Additionally, staff does not believe this violates the intent of the rent escalation provision to limit active use of areas for which full rent is not being paid.

At the March 16th Board meeting, please seek Board approval to relocate an additional 75 cubic yards of potential impacted soil from the café expansion project at 101 International Drive to the Iron Parcel soils management area, without otherwise triggering the rent escalation provisions of Article 4.B of the lease agreement between the PDA and Lonza.

N:\ENGINEER\Board Memos\2023\Lonza Cafe chlordane.docx

PEASE DEVELOPMENT AUTHORITY
Monday, March, 13, 2023

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: November 14, 2022* (Ferrini)
- III. Public Comment
- IV. New Business
 - A. Reports
 - 1. Outdoor Fountain and Water Filling Station *
 - 2. Event Center *
 - 3. Extension of Grill 28 concession contract *

V. Upcoming Meetings

Board of Directors

March 16, 2023 @ 8:30 a.m.

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

- VI. Adjournment
- VII. Press Questions

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

Date: March 2, 2023

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance



Subject: Executive Summary- Financial Reports

In anticipation of the upcoming March 16, 2023 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the seven months ended January 31, 2023:

Consolidated Results

| Pease Development Authority - Consolidated | | | |
|---|-------------------|-------------------|-----------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 11,263 | 10,449 | 814 |
| Operating Expenses | 8,568 | 8,953 | 385 |
| Operating Income | 2,696 | 1,496 | 1,199 |
| Depreciation | 3,997 | 3,958 | (39) |
| Non Oper. (Inc)/Exp | (19) | 1 | 19 |
| Net Operating Income (Loss) | (1,283) | (2,463) | 1,180 |

For the seven months ended January 31st, year-to-date consolidated operating revenues totaled \$11.2 million performing favorably by \$814,000 (7.8%). Revenue line items trending higher included fuel sales, fuel flowage, parking fees and wharfage and dockage fees.

Year-to-date consolidated operating expenses through January totaled \$8.6 million, trending under budget by \$385,000 (4.3%). Overall wages and benefits are under budget by 3.4% year-to-date. However, overtime and part time wages are higher than budget due to snow-related overtime and additional seasonal and temporary part-time staffing. Facilities expenses were \$70,000 over budget for January (but under budget year-to-date), mainly due to snow equipment repairs, wildlife control expenses and snow related expenses. Electricity expenses are also higher than budget, as we are now paying market rate for the supply portion of our electricity.

Our net operating loss through January 31st, which includes depreciation and non-operating income and expenses, was (\$1,283,000) which is performing favorably against the budgeted loss of (\$2,463,000).

Business Unit Performance

Portsmouth Airport

| Portsmouth Airport (PSM) incl Security | | | |
|--|----------------|----------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 1,341 | 1,059 | 282 |
| Operating Expenses | 2,051 | 2,004 | (46) |
| Operating Income | (710) | (945) | 236 |
| Depreciation | 2,639 | 2,495 | (144) |
| Non Oper. (Inc)/Exp | 0 | 0 | 0 |
| Net Operating Income (Loss) | (3,349) | (3,441) | 92 |

Portsmouth Airport revenue through January is \$282,000 (26.6%) higher than budget and includes higher parking, fuel flowage and concession fee revenues. PSM year-to-date expenses are \$46,000 (2.3%) over budget. Cost overruns include wages (due to Board approved pay increases), snow related expenses and additional phone/internet expenditures from FY22 and FY23 which were billed in January by our provider.

Skyhaven Airport

| Skyhaven (DAW) | | | |
|------------------------------------|---------------|---------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 144 | 123 | 20 |
| Operating Expenses | 161 | 146 | (15) |
| Operating Income | (17) | (22) | 5 |
| Depreciation | 242 | 282 | 39 |
| Non Oper. (Inc)/Exp | 0 | 0 | 0 |
| Net Operating Income (Loss) | (259) | (304) | 45 |

Year-to-date revenue for Skyhaven is favorable by \$20,000 (16.5%) and continues to be driven by higher fuel sales revenue. Year-to-date fuel sales totaled 9,845 gallons vs. 9,312 gallons in FY22. Higher consumption, coupled with a 27% increase in the price of fuel, is the main driver of this favorable revenue variance. Consequently, the higher cost of fuel is the contributing factor to the cost overruns in operating expenses.

Tradeport

| Tradeport | | | |
|------------------------------------|---------------|---------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 5,644 | 5,679 | (36) |
| Operating Expenses | 305 | 307 | 2 |
| Operating Income | 5,339 | 5,373 | (34) |
| Depreciation | 435 | 522 | 87 |
| Non Oper. (Inc)/Exp | 0 | 0 | 0 |
| Net Operating Income (Loss) | 4,904 | 4,851 | 53 |

Tradeport operating revenue is under budget by \$36,000 and is related to 'other miscellaneous revenue'. This line item can vary year-to-year as it represents various short-term lease agreements with our tenants. Year-to-date operating expenses are budget neutral for the Tradeport.

Golf Course

| Pease Golf Course | | | |
|------------------------------------|------------|------------|-------------------------|
| (\$ 000's) | YTD | YTD | Variance Fav (unfav) |
| | Actual | Budget | |
| Operating Revenues | 2,154 | 2,109 | 45 |
| Operating Expenses | 1,498 | 1,439 | (59) |
| Operating Income | 656 | 669 | (13) |
| Depreciation | 221 | 214 | (7) |
| Non Oper. (Inc)/Exp | (0) | (0) | 0 |
| Net Operating Income (Loss) | 435 | 455 | (20) |

Year-to-date Golf Course revenue is \$45,000 (2.1%) favorable, mainly attributable to concession revenue. Year-to-date operating expenses are over budget by \$59,000. Line items trending over budget include equipment repairs, credit card fees and golf cart rental fees.

Division of Ports and Harbors-Unrestricted

| Division of Ports and Harbors (Unrestricted) | | | |
|---|--------------|--------------|-------------------------|
| (\$ 000's) | YTD | YTD | Variance Fav (unfav) |
| | Actual | Budget | |
| Operating Revenues | 1,877 | 1,378 | 499 |
| Operating Expenses | 1,735 | 1,657 | (78) |
| Operating Income | 142 | (279) | 420 |
| Depreciation | 362 | 358 | (4) |
| Non Oper. (Inc)/Exp | (1) | (1) | 0 |
| Net Operating Income (Loss) | (219) | (635) | 416 |

Unrestricted operating revenue for the DPH continues to trend favorably with year-to-date revenue \$499,000 (36.2%) higher than budget, mainly due to higher fuel sales and wharfage and dockage fees. Consequently, expense overruns of \$78,000 are mainly brought about by higher fuel consumption but offset by cost underruns in wages, facilities, and utilities expenses.

Balance Sheet/Statement of Net Position

| (\$ 000's) | As of | As of |
|---------------------------------------|----------------|----------------|
| | 11/30/2022 | 11/30/2021 |
| Assets | | |
| Current Assets | 19,533 | 14,829 |
| Restricted Assets | 1,498 | 1,405 |
| Non-Current Assets | 293,832 | 264,399 |
| Total Assets | 314,863 | 280,633 |
| Deferred Outflows of Resources | 3,705 | 4,202 |
| Liabilities | | |
| Current Liabilities | 3,331 | 5,352 |
| Non-Current Liabilities | 12,001 | 14,554 |
| Total Liabilities | 15,332 | 19,906 |
| Deferred Inflows of Resources | 201,506 | 175,253 |
| Net Position | | |
| Net Invest. in Cap Assets | 96,601 | 92,518 |
| Restricted | 1,301 | 1,231 |
| Unrestricted | 3,827 | (4,074) |
| Total Net Position | 101,729 | 89,675 |

PDA's consolidated balance sheet as of January 31st shows current assets totaling \$19.5 million, comprised of \$9.5 million in unrestricted cash, \$9.1 million in trade and lease receivables and \$0.9 million in other current assets. Restricted assets of \$1.5 million are mainly comprised of the Revolving Loan Fund which has \$120,000 in cash and \$1.1 million in outstanding loans receivable (21 loans).

Year-to-date capital expenditures (which are included in non-current assets) totaled \$4.5 million, of which \$3.1 million represent grant funded projects. Significant projects for the PDA include Corporate Drive drainage, Taxiway A repairs and the Arrivals Hall expansion. DPH projects include the Market Street Main Wharf, functional replacement of the Barge Dock and security improvements at the Market Street terminal.

Current liabilities of \$3.3 million are largely related to trade accounts payable and various accrued expenses.

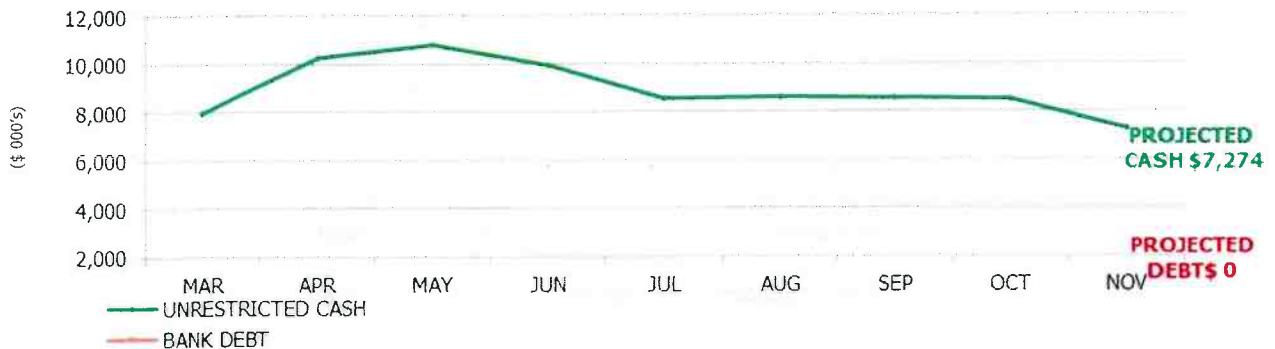
Cash Flow Projections for the Nine Month Period Ending November 30, 2023

During the next nine-month period, cash inflows are projected at \$18.3 million, mainly provided by operating revenues as well as \$3.7 million in grant funding.

Cash outflows over the next nine months are estimated at \$20 million and include \$9.1 million in grant and non-grant related capital expenditures. As you are aware, we were recently awarded a \$7 million FAA grant for our Arrivals Hall expansion project. This grant will cover a significant portion of the overall project, which is estimated at between \$10 and \$11 million.

With the additional grant funding mentioned above, our unrestricted cash position is further strengthened. As we develop the FY24-FY28 capital budget, we have some added assurance that we can continue to invest in capital improvements, infrastructure and equipment needs at the Airports, golf course and throughout the Tradeport.

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 SEVEN MONTH PERIOD
ENDING JANUARY 31, 2023



BOARD OF DIRECTORS MEETING
MARCH 16, 2023



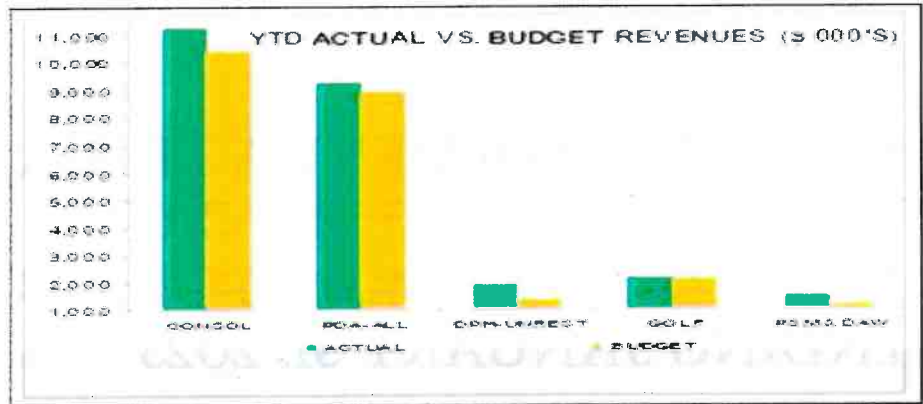
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures –Seven Months Ended January 31, 2023

Trends:

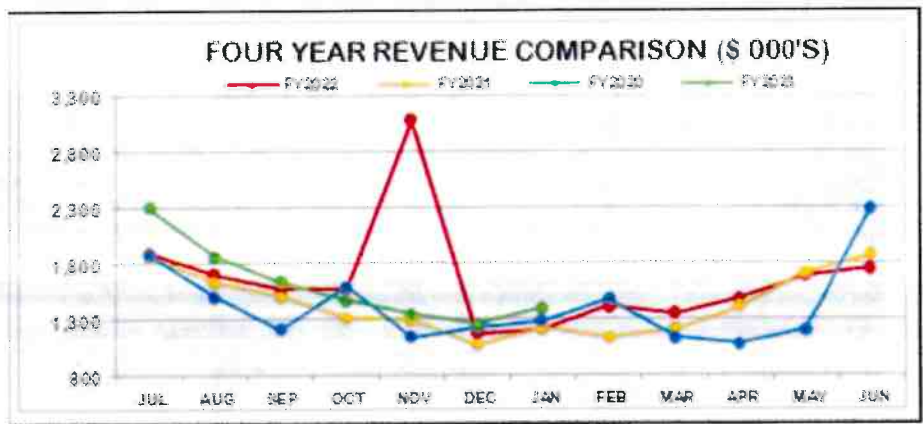
YTD revenue higher by 7.8%:

- Fuel Flowage, Parking fees, Fuel Sales, Concession revenue, and Wharfage & Dockage fees trending higher than budget



Trends:

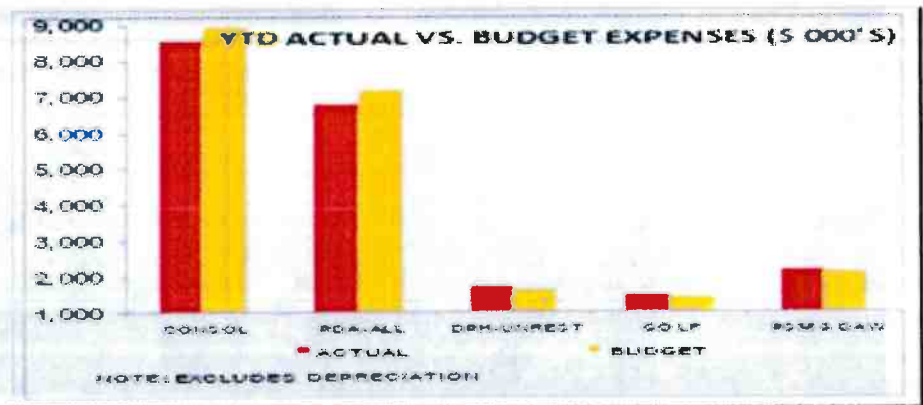
- November 2021 includes sale of 30 NH Ave
- July revenues include annual rent payment-Great Bay Comm. College
- June revenues include increase in Golf fee revenue



Trends:

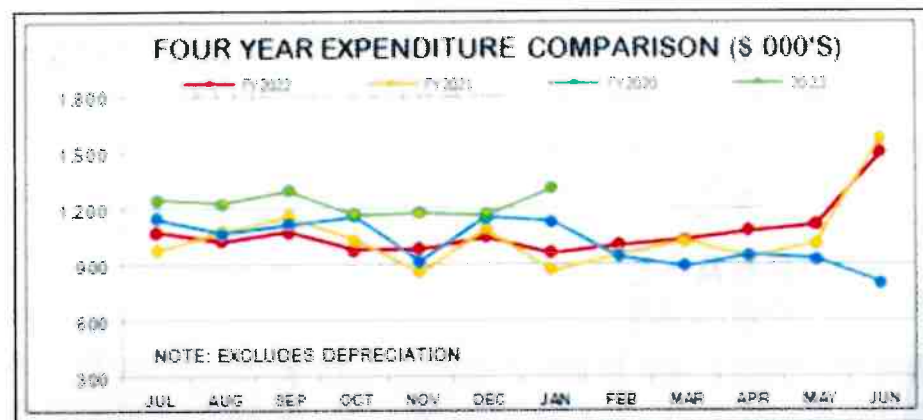
YTD Operating Expenses lower by 4.3%:

- Wages & Benefits, Facilities, Utilities, Professional Svcs. & Marketing trending lower than budget
- Offset by cost overruns in snow equipment maintenance, credit card fees, business insurance, fuel purchases (due to higher fuel sales) and golf cart lease expense



Trends:

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



PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|-----------------------------------|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| FACILITIES | \$900,350 | \$941,324 | (\$40,974) | (4.4%) | \$6,357,084 | \$6,339,039 | \$18,045 | 0.3% |
| CARGO AND HANGARS | 14,497 | 13,574 | 923 | 6.8% | 97,904 | 97,057 | 847 | 0.9% |
| | <u>914,847</u> | <u>954,898</u> | <u>(40,051)</u> | <u>(4.2%)</u> | <u>6,454,988</u> | <u>6,436,096</u> | <u>18,891</u> | <u>0.3%</u> |
| CONCESSION REVENUE | 39,026 | 37,659 | 1,367 | 3.6% | 357,758 | 256,191 | 101,567 | 39.6% |
| FEE REVENUE | | | | | | | | |
| AVIATION FEES | | (147) | 147 | (100.0%) | 1,020 | 1,046 | (26) | (2.5%) |
| FUEL FLOWAGE | 63,061 | 40,437 | 22,624 | 56.0% | 362,163 | 249,698 | 112,465 | 45.0% |
| PSM TSALEO REVENUE | 1,285 | 1,856 | (571) | (30.8%) | 15,920 | 12,995 | 2,925 | 22.5% |
| PSM SECURITY REVENUE | 1,760 | 2,411 | (651) | (27.0%) | 12,890 | 16,874 | (3,984) | (23.6%) |
| GOLF FEES | (30,782) | 17,000 | (47,782) | (281.1%) | 1,329,147 | 1,370,209 | (41,062) | (3.0%) |
| GOLF SIMULATORS | 50,238 | 7,700 | 42,538 | 552.4% | 70,355 | 32,330 | 38,025 | 117.6% |
| GOLF MEMBERSHIPS | | | | - | 255,292 | 271,875 | (16,583) | (6.1%) |
| GOLF LESSONS | 235 | 281 | (46) | (16.4%) | 22,458 | 19,934 | 2,524 | 12.7% |
| MOORING FEES | 39,637 | 38,750 | 887 | 2.3% | 277,459 | 271,250 | 6,209 | 2.3% |
| PARKING | 47,330 | 35,790 | 11,540 | 32.2% | 322,776 | 241,453 | 81,323 | 33.7% |
| PIER USAGE FEES | 30,970 | 8,417 | 22,553 | 268.0% | 64,085 | 58,917 | 5,168 | 8.8% |
| REGISTRATIONS | 32,552 | 23,529 | 9,023 | 38.3% | 96,615 | 59,768 | 36,847 | 61.6% |
| TERMINAL FEES | | | | - | | | | - |
| WHARFAGE AND DOCKAGE | 131,198 | 65,000 | 66,198 | 101.8% | 337,740 | 180,000 | 157,740 | 87.6% |
| | <u>367,484</u> | <u>241,024</u> | <u>126,460</u> | <u>52.5%</u> | <u>3,167,920</u> | <u>2,786,349</u> | <u>381,572</u> | <u>13.7%</u> |
| FUEL SALES | 15,194 | 18,856 | (3,662) | (19.4%) | 785,731 | 524,626 | 261,104 | 49.8% |
| INTEREST INCOME | | | | | | | | |
| LOAN INTEREST | 2,799 | 2,583 | 216 | 8.3% | 19,183 | 18,083 | 1,100 | 6.1% |
| OTHER REVENUES | | | | | | | | |
| MERCHANDISE | 11,402 | 8,161 | 3,240 | 39.7% | 183,895 | 177,300 | 6,594 | 3.7% |
| ALL OTHER | 48,159 | 32,226 | 15,932 | 49.4% | 293,838 | 250,302 | 43,536 | 17.4% |
| | <u>59,561</u> | <u>40,387</u> | <u>(19,173)</u> | <u>(47.5%)</u> | <u>477,733</u> | <u>427,602</u> | <u>(50,131)</u> | <u>(11.7%)</u> |
| TOTAL OPERATING REVENUE | 1,398,911 | 1,295,407 | 103,503 | 8.0% | 11,263,313 | 10,448,947 | 814,365 | 7.8% |
| OPERATING EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| WAGES | | | | | | | | |
| BENEFITED REGULAR | 380,224 | 366,388 | (13,836) | (3.8%) | 2,695,504 | 2,911,704 | 216,201 | 7.4% |
| BENEFITED OVERTIME | 61,496 | 26,641 | (34,855) | (130.8%) | 176,181 | 135,285 | (40,896) | (30.2%) |
| NON-BENEFITED REGULAR | 65,399 | 60,681 | (4,718) | (7.8%) | 569,032 | 484,377 | (84,656) | (17.5%) |
| NON-BENEFITED OVERTIME | 10,398 | 4,516 | (5,882) | (130.3%) | 25,608 | 24,909 | (699) | (2.8%) |
| ACCRUED VACATION BENEFITS | (1,007) | 1,008 | 2,015 | 199.8% | (18,448) | 7,058 | 25,506 | 361.4% |
| ACCRUED SICK TIME BENEFITS | 616 | 433 | (182) | (42.1%) | 111 | 3,033 | 2,922 | 96.3% |
| | <u>517,126</u> | <u>459,667</u> | <u>(57,459)</u> | <u>(12.5%)</u> | <u>3,447,988</u> | <u>3,566,366</u> | <u>118,378</u> | <u>3.3%</u> |
| WAGE TRANSFERS OUT | | | | - | (4,383) | | 4,383 | - |
| | <u>517,126</u> | <u>459,667</u> | <u>(57,459)</u> | <u>(12.5%)</u> | <u>3,443,605</u> | <u>3,566,366</u> | <u>122,761</u> | <u>3.4%</u> |
| BENEFITS | | | | | | | | |
| DENTAL INSURANCE | 5,635 | 5,902 | 267 | 4.5% | 37,478 | 41,313 | 3,835 | 9.3% |
| HEALTH INSURANCE | 106,024 | 112,153 | 6,129 | 5.5% | 701,080 | 785,071 | 83,991 | 10.7% |
| LIFE INSURANCE | 2,835 | 2,676 | (159) | (5.9%) | 17,598 | 18,731 | 1,132 | 6.0% |
| NEW HAMPSHIRE RETIREMENT | 53,906 | 64,212 | 10,306 | 16.1% | 399,922 | 449,485 | 49,563 | 11.0% |
| POST RETIREMENT BENEFITS | 11,660 | 10,216 | (1,444) | (14.1%) | 69,597 | 71,513 | 1,916 | 2.7% |
| EMPLOYEE DRUG TEST | 98 | 170 | 72 | 42.4% | 1,258 | 1,190 | (68) | (5.7%) |
| OPEB EXPENSE | | | | - | | | | - |
| EMPLOYER FICA | 38,637 | 35,281 | (3,356) | (9.5%) | 256,591 | 271,109 | 14,518 | 5.4% |
| UNEMPLOYMENT INS | | | | - | | | | - |
| | <u>218,795</u> | <u>230,610</u> | <u>11,815</u> | <u>5.1%</u> | <u>1,483,524</u> | <u>1,638,412</u> | <u>154,889</u> | <u>9.5%</u> |
| BENEFIT TRANSFERS OUT | | | | - | | | | - |
| | <u>218,795</u> | <u>230,610</u> | <u>11,815</u> | <u>5.1%</u> | <u>1,483,524</u> | <u>1,638,412</u> | <u>154,889</u> | <u>9.5%</u> |
| TOTAL WAGES & BENEFITS | 735,921 | 690,277 | (45,644) | (6.6%) | 4,927,129 | 5,204,778 | 277,650 | 5.3% |

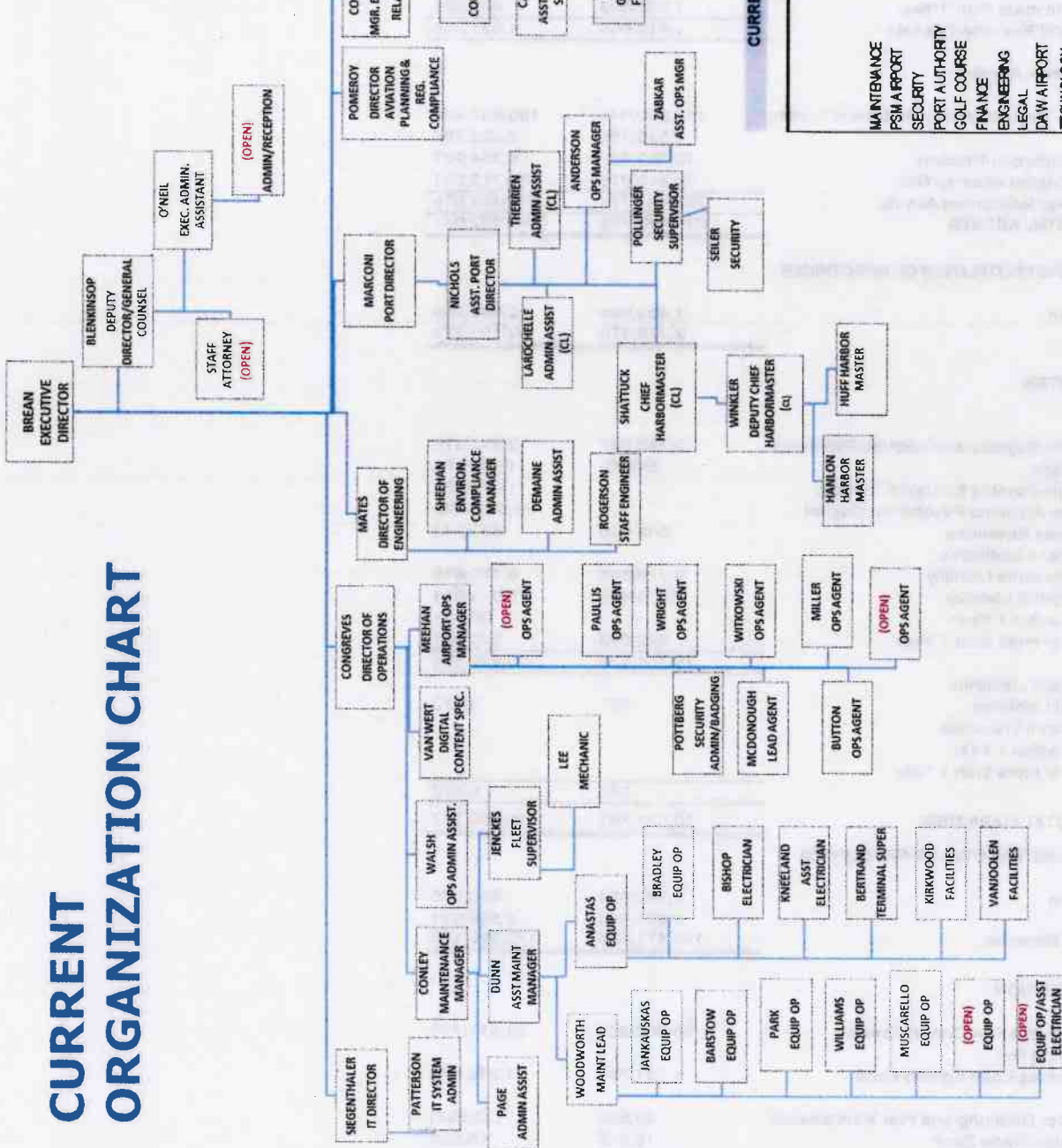
PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|--|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|----------------|
| BUILDING AND FACILITIES | | | | | | | | |
| AIRFIELD MAINTENANCE | 2,488 | 8,284 | 5,796 | 70.0% | 47,533 | 57,990 | 10,458 | 18.0% |
| COVID-19 | | 590 | 590 | 100.0% | | 4,130 | 4,130 | 100.0% |
| SOIL & VEGETATION CONTROL | | 9,637 | 9,637 | 100.0% | 59,659 | 67,459 | 7,800 | 11.6% |
| ENVIRONMENTAL TESTING | 19,825 | 8,050 | (11,775) | (146.3%) | 75,865 | 56,347 | (19,519) | (34.6%) |
| EQUIPMENT MAINTENANCE | 72,966 | 40,882 | (32,084) | (78.5%) | 303,220 | 256,273 | (46,946) | (18.3%) |
| FACILITIES MAINTENANCE | 76,869 | 66,674 | (10,195) | (15.3%) | 402,011 | 466,717 | 64,706 | 13.9% |
| LANDSCAPING | | 1,668 | 1,668 | 100.0% | 15,457 | 20,178 | 4,721 | 23.4% |
| NAVIGATION MAINTENANCE | 1,071 | 4,642 | 3,571 | 76.9% | 4,504 | 32,492 | 27,988 | 86.1% |
| OTHER EXPENSES | | | | - | | | | - |
| SECURITY | 35,800 | 19,893 | (15,907) | (80.0%) | 133,211 | 149,254 | 16,043 | 10.7% |
| SNOW REMOVAL | 55,562 | 34,578 | (20,984) | (60.7%) | 90,764 | 81,893 | (8,870) | (10.8%) |
| EXPENSE TRANSFERS | | | | - | | | | - |
| | 264,581 | 194,898 | (69,683) | (35.8%) | 1,132,224 | 1,192,733 | 60,510 | 5.1% |
| WAGE & BENEFIT TRANSFER IN | | | | - | | | | - |
| | 264,581 | 194,898 | (69,683) | (35.8%) | 1,132,224 | 1,192,733 | 60,510 | 5.1% |
| GENERAL AND ADMINISTRATIVE | | | | | | | | |
| BAD DEBT EXPENSE | | 42 | 42 | 100.0% | | 292 | 292 | 100.0% |
| BANK FEES | 8,798 | 2,661 | (6,137) | (230.7%) | 111,200 | 53,046 | (58,154) | (109.6%) |
| COMPUTER EXPENSES | 1,397 | 5,788 | 4,391 | 75.9% | 37,013 | 40,518 | 3,505 | 8.7% |
| DISCOUNTS AND LATE FEES | 184 | (171) | (355) | 207.6% | (1,373) | (1,196) | 177 | (14.8%) |
| EQUIPMENT UNDER \$5,000 | 1,187 | 5,993 | 4,806 | 80.2% | 28,374 | 41,949 | 13,575 | 32.4% |
| FEES AND LICENSES | 2,664 | 7,018 | 4,354 | 62.0% | 17,329 | 49,888 | 32,558 | 65.3% |
| INSURANCE | 38,683 | 43,137 | 4,454 | 10.3% | 289,927 | 239,368 | (50,559) | (21.1%) |
| OFFICE EQUIPMENT | 2,124 | 1,834 | (290) | (15.8%) | 13,793 | 12,835 | (958) | (7.5%) |
| PROFESSIONAL DEVELOPMENT | 520 | 4,788 | 4,268 | 89.1% | 14,294 | 33,515 | 19,222 | 57.4% |
| SUPPLIES | 5,893 | 8,829 | 2,937 | 33.3% | 46,557 | 61,805 | 15,248 | 24.7% |
| TELEPHONES AND COMMUNICATIONS | 25,542 | 13,272 | (12,270) | (92.4%) | 113,284 | 92,904 | (20,381) | (21.9%) |
| TRAVEL AND MILEAGE | 2,036 | 4,092 | 2,056 | 50.2% | 10,327 | 28,642 | 18,315 | 63.9% |
| OTHER EXPENSES | 5,319 | 5,659 | 340 | 6.0% | 36,302 | 39,611 | 3,310 | 8.4% |
| | 94,347 | 102,942 | 8,594 | 8.3% | 717,027 | 693,177 | (23,850) | (3.4%) |
| UTILITIES | | | | | | | | |
| ELECTRICITY | 127,563 | 54,925 | (72,637) | (132.2%) | 398,296 | 387,236 | (11,060) | (2.9%) |
| ELECTRICITY TRANSFERS | | | | - | | | | - |
| HEATING OIL | 358 | 1,126 | 767 | 68.2% | 942 | 2,262 | 1,320 | 58.4% |
| NATURAL GAS | 15,127 | 11,787 | (3,339) | (28.3%) | 33,226 | 27,722 | (5,504) | (19.9%) |
| NATURAL GAS TRANSFERS | | | | - | | | | - |
| PROPANE | 6,463 | 7,471 | 1,009 | 13.5% | 29,593 | 29,528 | (65) | (0.2%) |
| WASTE REMOVAL | 4,148 | 9,274 | 5,126 | 55.3% | 35,197 | 64,896 | 29,699 | 45.8% |
| WASTE REMOVAL TRANSFERS | | | | - | | | | - |
| WATER | 1,669 | 1,911 | 242 | 12.7% | 57,900 | 95,439 | 37,539 | 39.3% |
| WATER TRANSFERS | | | | - | | | | - |
| | 155,328 | 86,494 | (68,832) | (79.6%) | 555,154 | 607,083 | 51,928 | 8.6% |
| PROFESSIONAL SERVICES | | | | | | | | |
| AUDIT | | | | - | 77,702 | 63,400 | (14,302) | (22.6%) |
| INFORMATION TECHNOLOGY | 6,516 | 9,722 | 3,207 | 33.0% | 61,751 | 68,056 | 6,306 | 9.3% |
| LEGAL | 1,392 | 10,767 | 9,375 | 87.1% | 25,160 | 75,367 | 50,207 | 66.6% |
| LEGAL PERMIT IMPLEMENT | 1,218 | 14,583 | 13,365 | 91.6% | 11,455 | 102,083 | 90,628 | 88.8% |
| ADMINISTRATIVE SERVICES | 6,457 | 5,917 | (540) | (9.1%) | 33,405 | 41,417 | 8,011 | 19.3% |
| | 15,583 | 40,989 | 25,407 | 62.0% | 209,473 | 350,323 | 140,851 | 40.2% |
| MARKETING AND PROMOTION | | | | | | | | |
| ADVERTISING | 1,381 | 4,489 | 3,107 | 69.2% | 19,408 | 31,420 | 12,012 | 38.2% |
| OTHER MARKETING | 8,267 | 25,588 | 17,322 | 67.7% | 86,862 | 179,118 | 92,256 | 51.5% |
| FLIGHT INCENTIVES | | | | - | | | | - |
| | 9,648 | 30,077 | 20,429 | 67.9% | 106,270 | 210,538 | 104,268 | 49.5% |
| OTHER OPERATING EXPENSES | | | | | | | | |
| COAST TROLLEY | 10,000 | 10,000 | | - | 70,000 | 70,000 | | - |
| FUEL | 11,162 | 18,453 | 7,291 | 39.5% | 612,685 | 440,156 | (172,530) | (39.2%) |
| GOLF CART LEASE | | | | - | 103,583 | 51,000 | (52,583) | (103.1%) |
| MERCHANDISE | 6,146 | 6,121 | (25) | (0.4%) | 134,236 | 132,975 | (1,261) | (0.9%) |
| | 27,308 | 34,574 | 7,266 | 21.0% | 920,504 | 694,131 | (226,374) | (32.6%) |
| TOTAL OPERATING EXPENSES | 1,302,716 | 1,180,261 | (122,463) | (10.4%) | 8,567,781 | 8,952,763 | 384,984 | 4.3% |
| OPERATING INCOME/(LOSS) | 96,195 | 115,166 | (18,961) | (16.5%) | 2,695,532 | 1,496,184 | 1,199,348 | 80.2% |
| DEPRECIATION | 578,183 | 576,342 | (1,841) | (0.3%) | 3,997,286 | 3,958,276 | (39,010) | (1.0%) |
| AMORTIZATION | | | | - | | | | - |
| NON-OPERATING (INCOME)/EXPENSES | | | | | | | | |
| INTEREST EXPENSE | | 833 | 833 | 100.0% | | 5,833 | 5,833 | 100.0% |
| INTEREST INCOME | (5,569) | (735) | 4,834 | (657.4%) | (18,766) | (5,147) | 13,619 | (264.6%) |
| NON-OPERATING GRANT FUNDING | | | | - | | | | - |
| GAIN/LOSS ON ASSETS | | | | - | | | | - |
| OTHER NON-OPERATING | | | | - | | | | - |
| | (5,569) | 98 | 5,667 | 5782.9% | (18,766) | 686 | 19,452 | 2835.6% |
| NET OPERATING INCOME/(LOSS) | (476,419) | (461,284) | (15,135) | 3.3% | (1,282,988) | (2,462,778) | 1,179,791 | (47.9%) |

CURRENT ORGANIZATION CHART

TOTAL BENEFITED POSITIONS

| | | |
|-------|--------|------|
| PDA | FILLED | OPBY |
| 51 | 6 | 6 |
| DRH | 12 | 0 |
| TOTAL | 63 | 6 |



CURRENT STAFF ANALYSIS - FILLED POSITIONS

| | Salary/ Benefited | Hourly/ Benefited | Hourly/ Non-Benefited | Seasonal | TOTAL |
|-----------------|-------------------|-------------------|-----------------------|----------|-------|
| MAINTENANCE | 2 | 18 | 3 | 5 | 26 |
| PSM REPORT | 1 | 8 | 8 | - | 18 |
| SECURITY | 3 | 9 | 12 | 0 | 24 |
| PORT AUTHORITY | 3 | 4 | 3 | 0 | 10 |
| GOLF COURSE | 2 | 2 | 1 | - | 5 |
| FINANCE | 3 | 1 | 1 | - | 5 |
| ENGINEERING | 1 | 1 | 1 | - | 3 |
| LEGAL | - | - | 3 | - | 3 |
| DAW REPORT | 1 | 1 | - | - | 2 |
| TECHNOLOGY | 1 | 1 | - | - | 2 |
| HUMAN RESOURCES | 0 | 1 | - | - | 1 |
| MARKETING | 1 | - | - | - | 1 |
| EXECUTIVE | 18 | 45 | 39 | 5 | 107 |

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Seven Months Ending January 31, 2023

| | <u>2023</u> | <u>2022</u> |
|--|--------------------|--------------------|
| | Ending | Ending |
| ASSETS | | |
| Cash and Investments | \$9,472,865 | \$8,178,251 |
| Accounts Receivable - Net | 9,071,801 | 5,803,511 |
| Inventories | 404,545 | 324,505 |
| Prepays | 467,930 | 406,731 |
| | <u>19,417,141</u> | <u>14,712,999</u> |
| | | |
| Restricted Assets | | |
| Cash and Investments | 405,022 | 532,153 |
| Current Receivables | 70,878 | 8,953 |
| Loans Receivable - NHFL | | |
| Due within 1 Year | 115,376 | 116,499 |
| Due in more than 1 Year | 1,022,593 | 863,665 |
| Total Restricted Assets | <u>1,613,869</u> | <u>1,521,269</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 | 12,869,432 | 6,254,937 |
| Other Capital Assets - Net | 76,210,615 | 80,715,531 |
| Total Noncurrent Assets | <u>293,831,774</u> | <u>264,398,679</u> |
| TOTAL ASSETS | <u>314,862,783</u> | <u>280,632,947</u> |
| | | |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Pension | 1,424,984 | 2,008,286 |
| OPEB | 2,279,876 | 2,193,378 |
| | | |
| LIABILITIES | | |
| Accounts Payable and Accrued Expenses | 2,760,887 | 2,812,376 |
| Retainage | 59,958 | 1,902,469 |
| Accounts Payable for Capital Assets | | 1,973,483 |
| Offset to Accounts Payable for Capital | | (1,973,483) |
| Unearned Revenues | 509,619 | 537,244 |
| 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 | 342,655 | 341,931 |
| | <u>15,331,426</u> | <u>19,897,374</u> |
| Restricted Liabilities | | |
| Current Liabilities | 357 | 8,872 |
| Long-Term Liabilities | | |
| Due within 1 Year | | |
| Due in more than 1 Year | | |
| | <u>357</u> | <u>8,872</u> |
| TOTAL LIABILITIES | <u>15,331,783</u> | <u>19,906,247</u> |
| | | |
| DEFERRED INFLOWS OF RESOURCES | | |
| Pension | 1,382,954 | 360,975 |
| OPEB | 1,651,884 | 2,546,921 |
| Lease Revenue | 198,471,605 | 172,345,488 |
| | | |
| NET POSITION | | |
| Net Investment in Capital Assets | 96,600,833 | 92,517,772 |
| Restricted For: | | |
| Revolving Loan Fishery Fund | 1,257,767 | 1,248,640 |
| Harbor Dredging and Pier Maintenance | 23,536 | (32,897) |
| Foreign Trade Zone | 19,845 | 15,580 |
| Unrestricted | 3,827,437 | (4,074,115) |
| TOTAL NET POSITION | <u>101,729,417</u> | <u>89,674,981</u> |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$53,238 | \$55,145 | (\$1,907) | (3.5%) | \$469,093 | \$467,923 | \$1,170 | 0.3% |
| CARGO AND HANGARS | \$2,623 | \$2,552 | \$71 | 2.8% | \$18,096 | \$17,835 | \$261 | 1.5% |
| CONCESSION REVENUE | \$13,892 | \$20,077 | (\$6,185) | (30.8%) | \$73,079 | \$30,688 | \$42,391 | 138.1% |
| FEE REVENUE | \$109,413 | \$74,968 | \$34,445 | 45.9% | \$590,403 | \$425,139 | \$165,264 | 38.9% |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | \$22,961 | \$16,767 | \$6,194 | 36.9% | \$190,141 | \$117,369 | \$72,772 | 62.0% |
| TOTAL OPERATING REVENUES | 202,127 | 169,509 | 32,618 | 19.2% | 1,340,812 | 1,058,954 | 281,858 | 26.6% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 123,143 | 113,141 | (10,002) | (8.8%) | 808,616 | 784,795 | (23,821) | (3.0%) |
| BUILDING AND FACILITIES | 190,928 | 105,189 | (85,739) | (81.5%) | 631,938 | 612,824 | (19,114) | (3.1%) |
| GENERAL AND ADMINISTRATIVE | 42,821 | 38,309 | (4,512) | (11.8%) | 242,620 | 231,277 | (11,343) | (4.9%) |
| UTILITIES | 104,790 | 42,461 | (62,329) | (146.8%) | 280,763 | 281,142 | 379 | 0.1% |
| PROFESSIONAL SERVICES | 3,676 | 4,917 | 1,241 | 25.2% | 26,248 | 34,417 | 8,169 | 23.7% |
| MARKETING AND PROMOTION | 3,832 | 8,542 | 4,710 | 55.1% | 60,411 | 59,792 | (619) | (1.0%) |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | 469,190 | 312,559 | (156,631) | (50.1%) | 2,050,596 | 2,004,247 | (46,349) | (2.3%) |
| OPERATING INCOME | (267,063) | (143,050) | (124,013) | (86.7%) | (709,784) | (945,293) | 235,509 | 24.9% |
| NON-OPERATING (INCOME) EXPENSE | 0 | 0 | 0 | - | 0 | 0 | 0 | - |
| DEPRECIATION | 379,671 | 365,488 | (14,183) | (3.9%) | 2,639,203 | 2,495,226 | (143,977) | (5.8%) |
| NET OPERATING INCOME | (646,734) | (508,538) | 138,196 | (27.2%) | (3,348,987) | (3,440,519) | (91,532) | 2.7% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | 11,874 | 11,022 | 852 | 7.7% | 79,808 | 79,222 | 586 | 0.7% |
| CONCESSION REVENUE | 539 | 250 | 289 | 115.7% | 1,836 | 1,750 | 86 | 4.9% |
| FEE REVENUE | | (147) | 147 | (100.0%) | 1,020 | 1,046 | (26) | (2.5%) |
| FUEL SALES | 3,381 | 1,970 | 1,410 | 71.6% | 60,935 | 40,561 | 20,374 | 50.2% |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | | 92 | (92) | (100.0%) | | 642 | (642) | (100.0%) |
| TOTAL OPERATING REVENUES | 15,794 | 13,187 | 2,607 | 19.8% | 143,599 | 123,221 | 20,378 | 16.5% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 4,956 | 3,690 | (1,267) | (34.3%) | 31,596 | 27,852 | (3,744) | (13.4%) |
| BUILDING AND FACILITIES | 2,587 | 4,005 | 1,418 | 35.4% | 28,800 | 29,293 | 493 | 1.7% |
| GENERAL AND ADMINISTRATIVE | 3,567 | 4,972 | 1,406 | 28.3% | 27,236 | 31,292 | 4,056 | 13.0% |
| UTILITIES | 4,546 | 4,686 | 139 | 3.0% | 19,334 | 20,748 | 1,414 | 6.8% |
| PROFESSIONAL SERVICES | | 385 | 385 | 100.0% | 4,218 | 5,597 | 1,379 | 24.6% |
| MARKETING AND PROMOTION | | 292 | 292 | 100.0% | 675 | 2,042 | 1,367 | 66.9% |
| OTHER OPERATING EXPENSES | 2,403 | 4,100 | 1,697 | 41.4% | 48,683 | 28,700 | (19,983) | (69.6%) |
| TOTAL OPERATING EXPENSES | 18,059 | 22,130 | 4,070 | 18.4% | 160,542 | 145,524 | (15,018) | (10.3%) |
| OPERATING INCOME | (2,265) | (8,943) | 6,678 | (74.7%) | (16,943) | (22,303) | 5,359 | (24.0%) |
| NON-OPERATING (INCOME) EXPENSE | | | | | | | | |
| DEPRECIATION | 35,078 | 40,193 | 5,115 | 12.7% | 242,192 | 281,518 | 39,326 | 14.0% |
| NET OPERATING INCOME | (37,343) | (49,136) | 11,792 | (24.0%) | (259,135) | (303,821) | 44,686 | (14.7%) |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$818,885 | \$856,864 | (\$37,979) | (4.4%) | \$5,630,455 | \$5,620,900 | \$9,555 | 0.2% |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | | | | | | | | |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | 6,937 | 8,333 | (1,396) | (16.8%) | 13,194 | 58,333 | (45,139) | (77.4%) |
| TOTAL OPERATING REVENUES | 825,822 | 865,197 | (39,376) | (4.6%) | 5,643,649 | 5,679,233 | (35,584) | (0.6%) |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | 23,303 | 21,571 | (1,732) | (8.0%) | 122,433 | 129,446 | 7,013 | 5.4% |
| GENERAL AND ADMINISTRATIVE | 7,913 | 7,684 | (229) | (3.0%) | 55,908 | 49,119 | (6,788) | (13.8%) |
| UTILITIES | 14,328 | 13,065 | (1,263) | (9.7%) | 56,076 | 56,601 | 525 | 0.9% |
| PROFESSIONAL SERVICES | | | | | | | | |
| MARKETING AND PROMOTION | | 192 | 192 | 100.0% | 361 | 1,342 | 981 | 73.1% |
| OTHER OPERATING EXPENSES | 10,000 | 10,000 | - | - | 70,000 | 70,000 | - | - |
| TOTAL OPERATING EXPENSES | 55,544 | 52,512 | (3,032) | (5.8%) | 304,778 | 306,508 | 1,731 | 0.6% |
| OPERATING INCOME | 770,278 | 812,685 | (42,408) | (5.2%) | 5,338,871 | 5,372,725 | (33,853) | (0.6%) |
| NON-OPERATING (INCOME) EXPENSE | | | | | | | | |
| DEPRECIATION | 62,867 | 75,210 | 12,343 | 16.4% | 434,618 | 521,618 | 87,000 | 16.7% |
| NET OPERATING INCOME | 707,411 | 737,475 | (30,065) | (4.1%) | 4,904,253 | 4,851,107 | 53,147 | 1.1% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | 24,595 | 17,332 | 7,263 | 41.9% | 279,843 | 220,753 | 59,090 | 26.8% |
| FEE REVENUE | 19,691 | 24,981 | (5,290) | (21.2%) | 1,677,251 | 1,694,348 | (17,096) | (1.0%) |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | 11,402 | 8,161 | 3,240 | 39.7% | 183,895 | 177,300 | 6,594 | 3.7% |
| OTHER REVENUE | 2,997 | 2,333 | 663 | 28.4% | 12,911 | 16,333 | (3,423) | (21.0%) |
| TOTAL OPERATING REVENUES | 58,685 | 52,807 | 5,876 | 11.1% | 2,153,900 | 2,108,734 | 45,166 | 2.1% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 75,295 | 75,036 | (260) | (0.3%) | 722,976 | 736,776 | 13,800 | 1.9% |
| BUILDING AND FACILITIES | 20,142 | 29,154 | 9,012 | 30.9% | 201,602 | 181,545 | (20,056) | (11.0%) |
| GENERAL AND ADMINISTRATIVE | 16,647 | 15,974 | (673) | (4.2%) | 160,897 | 133,526 | (27,371) | (20.5%) |
| UTILITIES | 11,618 | 11,304 | (313) | (2.8%) | 126,622 | 159,549 | 32,927 | 20.6% |
| PROFESSIONAL SERVICES | 775 | 2,818 | 2,043 | 72.5% | 22,163 | 22,726 | 563 | 2.5% |
| MARKETING AND PROMOTION | 3,744 | 3,034 | (710) | (23.4%) | 25,867 | 21,239 | (4,627) | (21.8%) |
| OTHER OPERATING EXPENSES | 6,146 | 6,121 | (25) | (0.4%) | 237,820 | 183,975 | (53,844) | (29.3%) |
| TOTAL OPERATING EXPENSES | 134,367 | 143,441 | 9,074 | 6.3% | 1,497,947 | 1,439,336 | (58,609) | (4.1%) |
| OPERATING INCOME | (75,682) | (90,634) | 14,951 | (16.5%) | 655,953 | 669,398 | (13,443) | (2.0%) |
| NON-OPERATING (INCOME) EXPENSE | (3) | (17) | (14) | 81.8% | (72) | (117) | (44) | 38.1% |
| DEPRECIATION | 32,095 | 30,548 | (1,547) | (5.1%) | 221,233 | 214,321 | (6,912) | (3.2%) |
| NET OPERATING INCOME | (107,774) | (121,165) | 13,390 | (11.1%) | 434,792 | 455,194 | (20,399) | (4.5%) |

| BUSINESS UNIT ANALYSIS | PRO SHOP | COURSE OPERATIONS | FOOD/BEV | SIMULATOR | TOTAL |
|--|--------------|----------------------|----------------|---------------|----------------|
| OPERATING REVENUES | 183,895 | 1,611,211 | 288,439 | 70,355 | 2,153,900 |
| OPERATING EXPENSES* *Excluding Depreciation | 178,048 | 1,174,315 | 105,266 | 40,318 | 1,497,947 |
| OPERATING INCOME | 5,847 | 436,896 | 183,173 | 30,037 | 655,953 |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------------|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|-----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$28,227 | \$29,314 | (\$1,087) | (3.7%) | \$245,536 | \$238,217 | \$7,319 | 3.1% |
| CARGO AND HANGARS | | | | - | | | | - |
| CONCESSION REVENUE | | | | - | 3,000 | 3,000 | | - |
| FEE REVENUE | 202,952 | 127,704 | 75,247 | 58.9% | 801,699 | 571,197 | 230,502 | 40.4% |
| FUEL SALES | 11,813 | 16,885 | (5,072) | (30.0%) | 724,796 | 484,065 | 240,730 | 49.7% |
| INTEREST | | | | - | | | | - |
| MERCHANDISE | | | | - | | | | - |
| OTHER REVENUE | 16,349 | 8,143 | 8,206 | 100.8% | 101,892 | 81,718 | 20,173 | 24.7% |
| TOTAL OPERATING REVENUES | 259,341 | 182,046 | 77,294 | 42.5% | 1,876,923 | 1,378,197 | 498,726 | 36.2% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 127,404 | 122,429 | (4,976) | (4.1%) | 905,610 | 925,772 | 20,162 | 2.2% |
| BUILDING AND FACILITIES | 25,063 | 18,896 | (6,167) | (32.6%) | 90,193 | 132,275 | 42,082 | 31.8% |
| GENERAL AND ADMINISTRATIVE | 9,191 | 9,881 | 690 | 7.0% | 83,716 | 72,965 | (10,751) | (14.7%) |
| UTILITIES | 19,656 | 14,852 | (4,803) | (32.3%) | 70,596 | 88,158 | 17,562 | 19.9% |
| PROFESSIONAL SERVICES | 49 | 1,270 | 1,221 | 96.1% | 19,939 | 24,388 | 4,448 | 18.2% |
| MARKETING AND PROMOTION | 249 | 268 | 19 | 7.1% | 1,319 | 1,874 | 554 | 29.6% |
| OTHER OPERATING EXPENSES | 8,758 | 14,353 | 5,594 | 39.0% | 564,002 | 411,456 | (152,546) | (37.1%) |
| TOTAL OPERATING EXPENSES | 190,370 | 181,949 | (8,422) | (4.6%) | 1,735,375 | 1,656,888 | (78,489) | (4.7%) |
| OPERATING INCOME | 68,971 | 97 | 68,872 | 70034.6% | 141,548 | (278,691) | 420,237 | (150.8%) |
| NON-OPERATING (INCOME) EXPENSE | (200) | (183) | 17 | (9.1%) | (1,422) | (1,283) | 139 | (10.8%) |
| DEPRECIATION | 54,353 | 51,461 | (2,892) | (5.6%) | 362,043 | 358,012 | (4,030) | (1.1%) |
| NET OPERATING INCOME | 14,818 | (51,181) | 65,997 | (129.0%) | (219,073) | (635,420) | 416,345 | (65.5%) |

| BUSINESS UNIT ANALYSIS | RYE HARBOR | HAMPTON HARBOR | PORTS. FISH PIER | MARKET ST. | HARBOR MGMT | ADMIN | TOTAL |
|--|-----------------------|---------------------------|-----------------------------|-----------------------|------------------------|--------------|--------------|
| OPERATING REVENUES | 256,253 | 335,664 | 322,972 | 592,611 | 369,423 | 0 | 1,876,923 |
| OPERATING EXPENSES* *Excluding Depreciation | 268,264 | 352,656 | 330,191 | 266,227 | 217,996 | 300,041 | 1,735,375 |
| OPERATING INCOME | (12,011) | (16,992) | (7,219) | 326,384 | 151,427 | (300,041) | 141,548 |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | \$12,000 | \$12,000 | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | | | | | | | | |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | | | | | | | | |
| TOTAL OPERATING REVENUES | | | | | 12,000 | 12,000 | | |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | | | | | | | | |
| GENERAL AND ADMINISTRATIVE UTILITIES | | 104 | 104 | 100.0% | | 729 | 729 | 100.0% |
| PROFESSIONAL SERVICES | | | | | | | | |
| MARKETING AND PROMOTION | | 708 | 708 | 100.0% | 3,077 | 4,958 | 1,881 | 37.9% |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | | 812 | 813 | 100.0% | 3,077 | 5,687 | 2,610 | 45.9% |
| OPERATING INCOME | | (812) | 813 | (100.0%) | 8,923 | 6,313 | 2,610 | 41.4% |
| NON-OPERATING (INCOME) EXPENSE DEPRECIATION | 0 | 0 | 0 | (18.2%) | (3) | (2) | 1 | (29.9%) |
| NET OPERATING INCOME | 0 | (812) | 813 | (100.0%) | 8,926 | 6,315 | 2,611 | 41.3% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|-----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | 32,384 | 9,250 | 23,134 | 250.1% | 68,736 | 64,750 | 3,986 | 6.2% |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | 1,960 | 750 | 1,210 | 161.3% | 4,510 | 5,250 | (740) | (14.1%) |
| TOTAL OPERATING REVENUES | 34,344 | 10,000 | 24,344 | 243.4% | 73,246 | 70,000 | 3,246 | 4.6% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | | 5,917 | 5,917 | 100.0% | 4,600 | 41,417 | 36,817 | 88.9% |
| GENERAL AND ADMINISTRATIVE UTILITIES | | 2,000 | 2,000 | 100.0% | (1) | 14,000 | 14,001 | 100.0% |
| PROFESSIONAL SERVICES | | | | | | | | |
| MARKETING AND PROMOTION | | | | | | | | |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | | 7,917 | 7,917 | 100.0% | 4,599 | 55,417 | 50,817 | 91.7% |
| OPERATING INCOME | 34,344 | 2,083 | 32,260 | 1548.5% | 68,647 | 14,583 | 54,063 | 370.7% |
| NON-OPERATING (INCOME) EXPENSE DEPRECIATION | (27) | (35) | (8) | 21.7% | (193) | (245) | (52) | 21.3% |
| | 6,077 | 5,833 | (243) | (4.2%) | 41,686 | 40,833 | (852) | (2.1%) |
| NET OPERATING INCOME | 28,294 | (3,715) | 32,009 | (861.6%) | 27,154 | (26,005) | 53,159 | (204.4%) |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Seven Months Ending January 31, 2023

| | Actual Jan FY 2023 | Budget Jan FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | | | | | | | | |
| FUEL SALES | | | | | | | | |
| INTEREST | 2,799 | 2,583 | 216 | 8.3% | 19,183 | 18,083 | 1,100 | 6.1% |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | | 75 | (75) | (100.0%) | | 525 | (525) | (100.0%) |
| TOTAL OPERATING REVENUES | 2,799 | 2,658 | 141 | 5.3% | 19,183 | 18,608 | 575 | 3.1% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | | | | | | | | |
| GENERAL AND ADMINISTRATIVE | | 46 | 46 | 100.0% | | 321 | 321 | 100.0% |
| UTILITIES | | | | | | | | |
| PROFESSIONAL SERVICES | 2,516 | 1,000 | (1,516) | (151.6%) | 10,305 | 7,000 | (3,305) | (47.2%) |
| MARKETING AND PROMOTION | | | | | | | | |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | 2,516 | 1,046 | (1,470) | (140.5%) | 10,305 | 7,321 | (2,983) | (40.7%) |
| OPERATING INCOME | 283 | 1,612 | (1,329) | (82.4%) | 8,878 | 11,287 | (2,409) | (21.3%) |
| NON-OPERATING (INCOME) EXPENSE | (15) | | 15 | - | (62) | | 62 | - |
| DEPRECIATION | | | | | | | | |
| NET OPERATING INCOME | 298 | 1,612 | (1,315) | (81.5%) | 8,940 | 11,287 | (2,346) | (20.8%) |

| REVOLVING LOAN FUND (\$ 000's) | BALANCE AT 1-31-2023 | BALANCE AT 06-30-2022 |
|--------------------------------------|-------------------------|--------------------------|
| CASH BALANCES | | |
| GENERAL FUNDS | 120 | 75 |
| SEQUESTERED FUNDS | - | - |
| | <u>120</u> | <u>75</u> |
| LOANS OUTSTANDING (21) | | |
| CURRENT | 115 | 113 |
| LONG TERM | 1,023 | 1,059 |
| | <u>1,138</u> | <u>1,172</u> |
| TOTAL CAPITAL BASE | <u>1,258</u> | <u>1,247</u> |
| CAPITAL UTILIZATION RATE -% * | <u>90.5%</u> | <u>94.0%</u> |

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF JANUARY 31, 2023**

(\$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 & TRADEPORT | 31,471 | 24,670 | 25,254 | (1,304) | 22,186 | 2,152 | 2,137 |
| SKYHAVEN AIRPORT | 141 | 141 | 145 | (26) | 118 | 0 | 0 |
| DIVISION OF PORTS AND HARBORS | 25,447 | 25,343 | 12,161 | (65) | 11,227 | 841 | 841 |
| | <u>57,059</u> | <u>50,154</u> | <u>37,560</u> | <u>(1,395)</u> | <u>33,531</u> | <u>2,993</u> | <u>2,978</u> |

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF JANUARY 31, 2023**

(\$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 1-31-23</u> |
|--|----------------------------|----------------------------------|-------------------------------------|--------------------------------|---------------------------|
| PORTSMOUTH AIRPORT | | | | | |
| TERMINAL EXPANSION (NON-GRANT) | 581 | 5 | (577) | (572) | 9 |
| RUNWAY 16-34 RECONSTRUCTION (AIP 64) | (26) | 33 | (7) | 26 | - |
| TERMINAL BUILDING EXPANSION (AIP 66) | 3 | - | (3) | (3) | - |
| TERMINAL BUILDING EXPANSION (AIP 62) | 25 | - | (25) | (25) | - |
| ALPHA SOUTH HOLD BAY (AIP 67) | 6 | 1 | (7) | (6) | - |
| SNOW REMOVAL EQUIPMENT (AIP 69) | 21 | - | - | - | 21 |
| LOWERY LANE (AIP 70) | 312 | - | (312) | (312) | - |
| PSM ACCESS CONTROL BOARD | 39 | 5 | (44) | (39) | - |
| GATE ACCESS CONTROL | 44 | 0 | (44) | (44) | - |
| CORPORATE DRIVE DRAINAGE | 84 | 394 | - | 394 | 478 |
| TAXIWAY A REPAIRS | 7 | 140 | - | 140 | 147 |
| SNOW REMOVAL EQUIPMENT (AIP 74) | 10 | 1 | - | 1 | 11 |
| IT EQUIPMENT (CUSTOMS & BORDER PATROL) | - | 19 | (19) | - | - |
| ALPHA NORTH TAXIWAY RECONSTRUCTION | - | 3 | - | 3 | 3 |
| NH AVE RIGHT HAND TURN LANE | - | 18 | - | 18 | 18 |
| ARRIVALS HALL EXPANSION | - | 589 | - | 589 | 589 |
| PSM MOBILE RADIO PURCHASE | 26 | 11 | (26) | (15) | 11 |
| | <u>1,132</u> | <u>1,219</u> | <u>(1,064)</u> | <u>155</u> | <u>1,287</u> |
| SKYHAVEN AIRPORT | | | | | |
| TERMINAL APRON DESIGN (SBG 15-09) | 145 | 0 | (145) | (145) | 0 |
| RUNWAY/HANGAR LIGHTING | - | 37 | (37) | - | 0 |
| TERMINAL UPGRADES | 17 | 12 | - | 12 | 29 |
| | <u>162</u> | <u>49</u> | <u>(182)</u> | <u>(133)</u> | <u>29</u> |
| GOLF COURSE | | | | | |
| GOLF COURSE PIPE REPAIRS | - | 53 | (53) | - | - |
| SUBDRIVE CONTROLLER | - | 5 | (5) | - | - |
| | <u>0</u> | <u>58</u> | <u>(58)</u> | <u>0</u> | <u>0</u> |
| IT/ADMINISTRATION | | | | | |
| 2022 TOYOTA PRIUS (ADMIN VEHICLE) | - | 26 | (26) | - | - |
| | <u>0</u> | <u>26</u> | <u>(26)</u> | <u>0</u> | <u>0</u> |
| MAINTENANCE | | | | | |
| CRACK SEALING MACHINE | - | 91 | (91) | 0 | 0 |
| | <u>0</u> | <u>91</u> | <u>(91)</u> | <u>0</u> | <u>0</u> |
| DIVISION OF PORTS AND HARBORS (DPH) | | | | | |
| FUNCTIONAL REPLACEMENT- BARGE DOCK | 1,801 | 364 | - | 364 | 2,165 |
| PFP PIER REPAIR | - | 19 | (19) | - | - |
| PFP BULKHEAD REPAIR AND CONSTRUCTION | 3,073 | 18 | - | 18 | 3,091 |
| MAIN PIER (BUILD GRANT) | 3,754 | 2,475 | - | 2,475 | 6,229 |
| MARKET ST SITE LIGHTING IMPROVEMENTS | 157 | 105 | (262) | (157) | - |
| HAMPTON DOCK REPLACEMENT (ARPA) | 342 | 5 | (347) | (342) | - |
| PFP BRACING & DECKING (ARPA) | - | 68 | - | 68 | 68 |
| RYE WATER LINE INSTALL | 7 | - | (7) | (7) | - |
| RYE FUEL LINE INSTALL | 37 | - | (37) | (37) | - |
| | <u>9,171</u> | <u>3,054</u> | <u>(672)</u> | <u>2,382</u> | <u>11,553</u> |
| TOTAL | <u>10,465</u> | <u>4,497</u> | <u>(2,093)</u> | <u>2,404</u> | <u>12,869</u> |

PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING NOVEMBER 30, 2023



BOARD OF DIRECTORS MEETING
MARCH 16, 2023



| Year | 2023 | 2024 | 2025 |
|--------------------|-------------|-------------|-------------|
| Revenue | 10,000,000 | 10,500,000 | 11,000,000 |
| Operating Expenses | (8,000,000) | (8,500,000) | (9,000,000) |
| Operating Income | 2,000,000 | 2,000,000 | 2,000,000 |

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MARCH 1, 2023 TO NOVEMBER 30, 2023

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

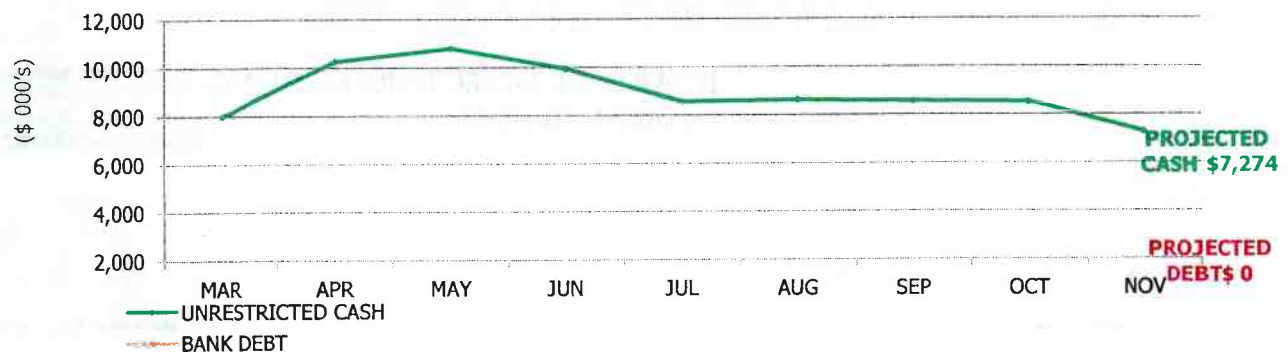
| (\$000's) | AMOUNT |
|--|----------------|
| OPENING FUND BALANCE | 8,934 |
| SOURCES OF FUNDS | |
| GRANT AWARDS (SEE PAGE 4) | 3,703 |
| TRADEPORT TENANTS | 7,955 |
| MUNICIPAL SERVICE FEE (COP) | 2,079 |
| GOLF COURSE FEE AND CONCESSION REVENUES | 3,043 |
| REVOLVING LINE OF CREDIT (PROVIDENT BANK) | 0 |
| PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING | 1,379 |
| SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES | 184 |
| | <u>18,343</u> |
| USES OF FUNDS | |
| OPERATING EXPENSES | 9,466 |
| CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5) | 5,185 |
| CAPITAL EXPENDITURES- GRANT (SEE PAGE 4) | 3,952 |
| MUNICIPAL SERVICE FEE (COP)- NET | 1,400 |
| | <u>20,003</u> |
| NET CASH FLOW | <u>(1,660)</u> |
| CLOSING FUND BALANCE | <u>7,274</u> |

| TOTAL FUND BALANCES | BALANCE AT 2-28-2023 | BALANCE AT 6-30-2022 |
|---------------------|----------------------|----------------------|
| UNRESTRICTED | 8,934 | 6,967 |
| DESIGNATED | 14 | 14 |
| TOTAL | 8,948 | 6,981 |

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



THE PDA RECENTLY RENEWED ITS REVOLVING LINE OF CREDIT (RLOC) WITH PROVIDENT BANK. THE PRINCIPAL LOAN AMOUNT WAS REDUCED TO \$7 MILLION WITH A TERMINATION DATE OF DECEMBER 31, 2025. THE TERMS ARE 1 MONTH FHLB (CLASSIC) PLUS 250 BASIS POINTS.

| REVOLVING LINE OF CREDIT | Feb-23 | Feb-22 |
|--------------------------|--------|--------|
| CURRENT INTEREST RATE | 7.32% | 2.87% |

PEASE DEVELOPMENT AUTHORITY
STATEMENT OF CASH FLOW (EXCLUDING DIVISION OF PORTS AND HARBORS) (\$000's)

| CASH FLOW - PDA | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | TOTAL |
|---|--------------|---------------|---------------|---------------|----------------|--------------|--------------|--------------|----------------|----------------|
| OPENING FUND BALANCE | 8,934 | 7,961 | 10,246 | 10,789 | 9,942 | 8,551 | 8,607 | 8,562 | 8,512 | 8,934 |
| SOURCES OF FUNDS | | | | | | | | | | |
| GRANT AWARDS (SEE PAGE #4) | 20 | 2,164 | 456 | - | 20 | - | 290 | 356 | 397 | 3,703 |
| TRADEPORT TENANTS | 852 | 880 | 869 | 878 | 1,030 | 879 | 838 | 834 | 895 | 7,955 |
| MUNICIPAL SERVICE FEE | 135 | 423 | 135 | 135 | 423 | 135 | 135 | 423 | 135 | 2,079 |
| GOLF COURSE | 88 | 247 | 423 | 493 | 491 | 487 | 402 | 274 | 138 | 3,043 |
| PORTSMOUTH AIRPORT- (PSM) | 145 | 43 | 62 | 95 | 60 | 57 | 39 | 37 | 25 | 563 |
| PSM PAY FOR PARKING | 82 | 102 | 53 | 55 | 29 | 22 | 13 | 22 | 33 | 411 |
| PSM FLOWAGE FEES | 58 | 71 | 68 | 66 | 10 | 45 | 26 | 16 | 45 | 405 |
| SKYHAVEN AIRPORT | 17 | 20 | 19 | 19 | 23 | 23 | 25 | 20 | 18 | 184 |
| EXTERNAL FINANCING- NET | - | - | - | - | - | - | - | - | - | - |
| | <u>1,397</u> | <u>3,950</u> | <u>2,085</u> | <u>1,741</u> | <u>2,086</u> | <u>1,648</u> | <u>1,768</u> | <u>1,982</u> | <u>1,686</u> | <u>18,343</u> |
| USE OF FUNDS | | | | | | | | | | |
| CAPITAL- GRANT RELATED (SEE PAGE #4) | 610 | 19 | 12 | 110 | 120 | 260 | 360 | 737 | 1,724 | 3,952 |
| CAPITAL- NONGRANT (SEE PAGE 5) | 699 | 601 | 484 | 1,374 | 892 | 325 | 360 | 250 | 200 | 5,185 |
| OPERATING EXPENSES | 1,061 | 1,045 | 1,046 | 1,104 | 1,065 | 1,007 | 1,093 | 1,045 | 1,000 | 9,466 |
| MUNICIPAL SERVICE FEE | - | - | - | - | 1,400 | - | - | - | - | 1,400 |
| | <u>2,370</u> | <u>1,665</u> | <u>1,542</u> | <u>2,588</u> | <u>3,477</u> | <u>1,592</u> | <u>1,813</u> | <u>2,032</u> | <u>2,924</u> | <u>20,003</u> |
| NET CASH FLOW | (973) | 2,285 | 543 | (847) | (1,391) | 56 | (45) | (50) | (1,238) | (1,660) |
| CLOSING FUND BALANCE | 7,961 | 10,246 | 10,789 | 9,942 | 8,551 | 8,607 | 8,562 | 8,512 | 7,274 | 7,274 |

PEASE DEVELOPMENT AUTHORITY
GRANT REIMBURSEMENT CAPITAL PROJECTS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) (\$ 000's)

| GRANT FUNDED PROJECTS | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | TOTAL |
|---|------------|------------|------------|------------|------------|------------|------------|------------|--------------|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M) | - | - | - | - | - | - | - | - | - | - |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M) | - | - | - | - | - | - | - | - | - | - |
| ARRIVALS HALL EXPANSION | - | - | - | 100 | 100 | 200 | 300 | 300 | 300 | 1,300 |
| PEASE BOULEVARD-ARBORETUM DR RT TURN LN | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 90 |
| ALPHA NORTH TAXIWAY DESIGN | - | - | - | - | 10 | 50 | 50 | 50 | 50 | 210 |
| SNOW REMOVAL EQUIPMENT (AIP 69) | 600 | - | - | - | - | - | - | 377 | - | 977 |
| SNOW REMOVAL EQUIPMENT (AIP 74) | - | - | - | - | - | - | - | - | 1,211 | 1,211 |
| | 610 | 10 | 10 | 110 | 120 | 260 | 360 | 737 | 1,571 | 3,788 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| WILDLIFE FENCE DESIGN | - | - | 5 | - | - | 35 | 35 | 35 | 35 | 145 |
| TERMINAL PARKING LOT DESIGN | - | - | 5 | - | - | 10 | 25 | 25 | 25 | 90 |
| SNOW REMOVAL EQUIPMENT | - | 9 | 2 | - | - | - | - | - | 153 | 164 |
| | - | 9 | 12 | - | - | 45 | 60 | 60 | 213 | 399 |
| TOTAL GRANT REIMBURSEMENT PROJECTS | 610 | 19 | 12 | 110 | 120 | 260 | 360 | 737 | 1,724 | 3,952 |

PEASE DEVELOPMENT AUTHORITY
GRANT RECEIPT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) (\$ 000's)

| GRANT AWARDS | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | TOTAL |
|--|------------|--------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M) | - | 167 | - | - | - | - | - | - | - | 167 |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M) | - | 211 | - | - | - | - | - | - | - | 211 |
| RUNWAY 16-34 RECONSTRUCTION (AIP 64) | - | 1,100 | - | - | - | - | - | - | - | 1,100 |
| TW A SOUTH HOLD BAY (AIP 67) | - | 44 | - | - | - | - | - | - | - | 44 |
| ARRIVALS HALL EXPANSION | - | - | - | - | - | - | 270 | 270 | 270 | 810 |
| RUNWAY- AIR NATIONAL GUARD | - | - | 436 | - | - | - | - | - | - | 436 |
| PEASE BOULEVARD-ARBORETUM DR RT TURN LN | 20 | - | 20 | - | 20 | - | 20 | - | 20 | 100 |
| ALPHA NORTH TAXIWAY DESIGN | - | - | - | - | - | - | - | 55 | 45 | 100 |
| SNOW REMOVAL EQUIPMENT (AIP 69) | - | 600 | - | - | - | - | - | - | - | 600 |
| LOWERY LANE PAVING (AIP 70) | - | 42 | - | - | - | - | - | - | - | 42 |
| | 20 | 2,164 | 456 | - | 20 | - | 290 | 325 | 335 | 3,610 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| WILDLIFE FENCE DESIGN | - | - | - | - | - | - | - | 31 | 31 | 62 |
| TERMINAL PARKING LOT DESIGN | - | - | - | - | - | - | - | - | 31 | 31 |
| SNOW REMOVAL EQUIPMENT | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | 31 | 62 | 93 |
| TOTAL GRANT RECEIPT AWARDS | 20 | 2,164 | 456 | - | 20 | - | 290 | 356 | 397 | 3,703 |

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

(\$ 000's)

| NON-GRANT CAPITAL PROJECTS | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | TOTAL |
|---|------------|------------|------------|--------------|------------|------------|------------|------------|------------|--------------|
| TECHNOLOGY/ADMINISTRATION | | | | | | | | | | |
| OFFICE 365 MIGRATION ** | - | - | - | - | 40 | - | - | - | - | 40 |
| PAYCHEX PAYROLL KIOSKS ** | - | - | - | - | - | - | 5 | - | - | 5 |
| TECHNOLOGY ENHANCEMENTS ** | 10 | 10 | - | - | - | - | - | - | - | 20 |
| SERVER UPGRADE-DPH** | - | - | - | - | - | - | 10 | - | - | 10 |
| WEBSITE UPGRADES** | - | - | - | - | 100 | - | - | - | - | 100 |
| | 10 | 10 | - | - | 140 | - | 15 | - | - | 175 |
| GOLF COURSE | | | | | | | | | | |
| COURSE EQUIPMENT | - | - | 89 | - | - | - | 140 | - | - | 229 |
| VIDEO SURVEILLANCE SYSTEM** | - | - | 20 | 20 | - | - | - | - | - | 40 |
| | - | - | 109 | 20 | - | - | 140 | - | - | 269 |
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION | 166 | - | - | - | - | - | - | - | - | 166 |
| MOBILE RADIO UPGRADE ** | - | - | - | - | - | - | - | - | - | - |
| FENCE CONSTRUCTION ** | - | - | 45 | - | - | - | - | - | - | 45 |
| GENERATOR UPGRADE ** | - | - | 10 | - | - | - | - | - | - | 10 |
| ARRIVALS HALL EXPANSION-DESIGN | 110 | 200 | - | - | - | - | - | - | - | 310 |
| ARRIVALS HALL EXPANSION-CONSTRUCTION** | 100 | 100 | 150 | 400 | 400 | 300 | 200 | 200 | 200 | 2,050 |
| FLIGHTLINE RD PIPE RELOCATION** | - | - | - | 750 | - | - | - | - | - | 750 |
| | 376 | 300 | 205 | 1,150 | 400 | 300 | 200 | 200 | 200 | 3,331 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| SRE DOOR REPLACEMENT** | 20 | - | - | - | - | - | - | - | - | 20 |
| FUEL SYSTEM CREDIT CARD ** | - | - | - | - | - | - | 5 | - | - | 5 |
| RENOVATION WORK-TERMINAL BLDG | - | 15 | - | - | - | - | - | - | - | 15 |
| TOW BEHIND MOWER ATTACHMENT | - | 11 | - | - | - | - | - | - | - | 11 |
| | 20 | 26 | - | - | - | - | 5 | - | - | 51 |
| SECURITY - PORTSMOUTH AIRPORT | | | | | | | | | | |
| CCTV SECURITY GATES | - | 50 | - | - | - | - | - | - | - | 50 |
| REPLACE BADGING WORKSTATIONS | - | - | - | - | 90 | - | - | - | - | 90 |
| DURESS ALARM SYSTEMS | 12 | - | - | - | - | - | - | - | - | 12 |
| TRAINING VIDEO PRODUCTION | - | 115 | - | - | - | - | - | - | - | 115 |
| BADGE READER & MEDIA REPLACEMENT | 89 | - | - | - | - | - | - | - | - | 89 |
| SECURITY SYSTEM UPGRADE ** | - | - | 170 | 100 | - | - | - | - | - | 270 |
| | 101 | 165 | 170 | 100 | 90 | - | - | - | - | 626 |
| SECURITY - SKYHAVEN AIRPORT | | | | | | | | | | |
| DOOR ACCESS CONTROL ** | 25 | - | - | - | - | - | - | - | - | 25 |
| | 25 | - | - | - | - | - | - | - | - | 25 |
| TRADEPORT | | | | | | | | | | |
| STORMWATER UPGRADES | - | 25 | - | - | - | 25 | - | - | - | 50 |
| HVAC IMPROVEMENTS - 55 INTERNATIONAL** | - | - | - | - | 125 | - | - | - | - | 125 |
| HVAC IMPROVEMENTS - ATC TOWER** | - | - | - | - | 56 | - | - | - | - | 56 |
| CORPORATE DRIVE- DRAINAGE | 27 | - | - | - | - | - | - | - | - | 27 |
| | 27 | 25 | - | - | 181 | 25 | - | - | - | 258 |
| MAINTENANCE | | | | | | | | | | |
| VEHICLE FLEET REPLACEMENT | - | 60 | - | 54 | 81 | - | - | - | - | 195 |
| PAINT MACHINE ** | - | 15 | - | - | - | - | - | - | - | 15 |
| ROUTER FOR SIGN MAKING** | - | - | - | - | - | - | - | 50 | - | 50 |
| BUILDING INFRASTRUCTURE ** | - | - | - | 50 | - | - | - | - | - | 50 |
| HIGH LIFT ** | 11 | - | - | - | - | - | - | - | - | 11 |
| JD DIESEL TRACTORW/TOW BEHIND MOWER | 129 | - | - | - | - | - | - | - | - | 129 |
| | 140 | 75 | - | 104 | 81 | - | - | 50 | - | 450 |
| TOTAL NON-GRANT CAPITAL PROJECTS | 699 | 601 | 484 | 1,374 | 892 | 325 | 360 | 250 | 200 | 5,185 |

DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

MARCH 1, 2023 TO NOVEMBER 30, 2023

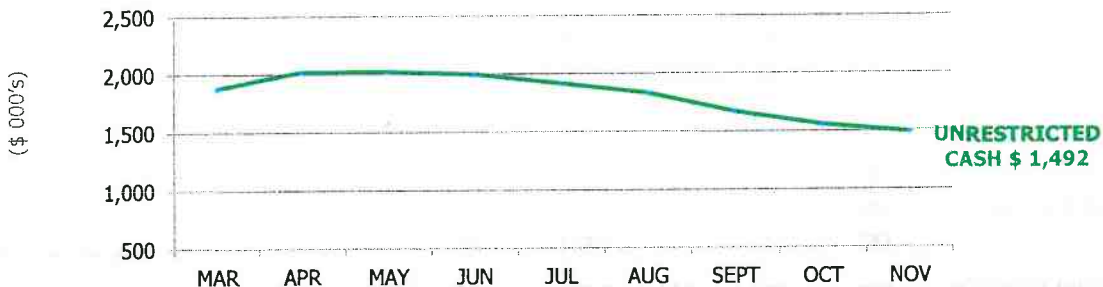
(\$ 000's)

| (\$000'S) | AMOUNT |
|----------------------------------|---------------------|
| OPENING FUND BALANCE | <u>1,748</u> |
| SOURCES OF FUNDS | |
| FACILITY RENTALS AND CONCESSIONS | 456 |
| FUEL SALES | 687 |
| REGISTRATIONS / WHARFAGE | 519 |
| MOORING FEES | 340 |
| PARKING FEES | 91 |
| | <u>2,093</u> |
| USES OF FUNDS | |
| PERSONNEL SERVICES AND BENEFITS | 1,221 |
| FUEL PROCUREMENT | 566 |
| OPERATING EXPENSES | 462 |
| CAPITAL EXPENDITURES AND OTHER | 100 |
| | <u>2,349</u> |
| NET CASH FLOW | <u>(256)</u> |
| CLOSING FUND BALANCE | <u>1,492</u> |

| TOTAL FUND BALANCES | BALANCE AT 2/28/23 | BALANCE AT 06/30/22 |
|---------------------|--------------------|---------------------|
| UNRESTRICTED FUNDS | 1,748 | 1,520 |
| DESIGNATED FUNDS | 160 | 160 |
| | <u>1,908</u> | <u>1,680</u> |

- 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



DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)
STATEMENT OF CASH FLOW

(\$000's)

| CASH FLOW - DPH | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | TOTAL |
|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| OPENING FUND BALANCE | 1,748 | 1,879 | 2,020 | 2,022 | 1,999 | 1,914 | 1,831 | 1,670 | 1,556 | 1,748 |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS AND CONCESSIONS | 64 | 62 | 42 | 42 | 67 | 44 | 44 | 48 | 43 | 456 |
| FUEL SALES | 17 | 26 | 81 | 112 | 141 | 142 | 107 | 39 | 22 | 687 |
| MOORING FEES | 175 | 165 | - | - | - | - | - | - | - | 340 |
| PARKING FEES | - | 5 | 6 | 23 | 19 | 21 | 12 | 5 | - | 91 |
| REGISTRATIONS / WHARFAGE | 81 | 81 | 125 | 157 | - | 12 | 10 | 3 | 50 | 519 |
| | <u>337</u> | <u>339</u> | <u>254</u> | <u>334</u> | <u>227</u> | <u>219</u> | <u>173</u> | <u>95</u> | <u>115</u> | <u>2,093</u> |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | 134 | 124 | 143 | 141 | 150 | 137 | 142 | 134 | 116 | 1,221 |
| FUEL PROCUREMENT | 14 | 21 | 65 | 90 | 120 | 121 | 87 | 30 | 19 | 566 |
| UTILITIES | 15 | 15 | 13 | 13 | 11 | 12 | 12 | 12 | 14 | 117 |
| GENERAL AND ADMINISTRATIVE | 10 | 10 | 10 | 12 | 11 | 12 | 11 | 10 | 10 | 96 |
| BUILDINGS AND FACILITIES | 32 | 28 | 19 | 49 | 19 | 19 | 19 | 19 | 19 | 223 |
| PROFESSIONAL SERVICES | 1 | 1 | 2 | 2 | 1 | 1 | 13 | 4 | 1 | 26 |
| CAPITAL EXPENDITURES AND OTHER | - | - | - | 50 | - | - | 50 | - | - | 100 |
| | <u>206</u> | <u>199</u> | <u>252</u> | <u>357</u> | <u>312</u> | <u>302</u> | <u>334</u> | <u>209</u> | <u>179</u> | <u>2,349</u> |
| NET CASH FLOW | 131 | 140 | 2 | (23) | (85) | (83) | (161) | (114) | (64) | (256) |
| CLOSING FUND BALANCE | 1,879 | 2,020 | 2,022 | 1,999 | 1,914 | 1,831 | 1,670 | 1,556 | 1,492 | 1,492 |

DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

MARCH 1, 2023 TO NOVEMBER 30, 2023

(\$ 000's)

HARBOR DREDGING FUND

(\$ 000's) AMOUNT

OPENING FUND BALANCE 215

SOURCES OF FUNDS

PIER USAGE FEES 81

REGISTRATIONS 9

GRANT FUNDING -

90

USES OF FUNDS

BUILDINGS AND FACILITIES 104

GENERAL AND ADMINISTRATIVE 6

PROFESSIONAL SERVICES -

ALL OTHER- (CBOC) 100

210

NET CASH FLOW (120)

CLOSING FUND BALANCE 95

REVOLVING LOAN FUND

(\$ 000's) AMOUNT

OPENING FUND BALANCE 129

SOURCES OF FUNDS

LOAN REPAYMENTS 99

INTEREST INCOME-LOANS 30

INTEREST INCOME-FUND BALANCE -

129

USES OF FUNDS

NEW LOANS PROJECTED 130

GENERAL AND ADMINISTRATIVE 6

PROFESSIONAL SERVICES 12

148

NET CASH FLOW (19)

CLOSING FUND BALANCE 110

FOREIGN TRADE ZONE

(\$ 000's) AMOUNT

OPENING FUND BALANCE 8

SOURCES OF FUNDS

FACILITY RENTALS 7

ALL OTHER -

7

USES OF FUNDS

GENERAL AND ADMINISTRATIVE 3

PROFESSIONAL SERVICES -

OTHER 5

8

NET CASH FLOW (1)

CLOSING FUND BALANCE 7

| TOTAL FUND BALANCES | BALANCE AT 2/28/23 | BALANCE AT 06/30/22 |
|----------------------------|-------------------------------|--------------------------------|
| HARBOR DREDGING | 215 | 279 |
| REVOLVING LOAN FUND | 129 | 75 |
| FOREIGN TRADE ZONE | 8 | 11 |
| | <u>352</u> | <u>365</u> |

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
DATE: March 6, 2023
SUBJECT: Licenses / ROEs / Easements / Rights of Way

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

1. Name: 165 Arboretum LLC
License: Right of Entry
Location: 165 Arboretum Drive
Purpose: For site inspection purposes
Term: January 15, 2023 through April 15, 2023

2. Name: Environmental Chemical Corporation
License: Letter
Location: Access to PSM Airfield
Purpose: For demolition of structure at Site 22
Term: January 15, 2023 through April 15, 2023

3. Name: Arboretum Drive Group LLC
License: Right of Entry
Location: Along Arboretum Drive
Purpose: For site inspection purposes
Term: February 15, 2023 through June 30, 2023

4. Name: Jalbert Leasing, Inc. d/b/a C&J Bus Lines
License: Right of Entry
Location: Hampton Street
Purpose: For purposes of parking C&J customer vehicles on a valet basis only
Term: February 21, 2023 through August 7, 2023

Director Fournier was consulted and granted his consent regarding these Rights of Entry.

January 6, 2023

Ryan Plummer
165 Arboretum, LLC
1 New Hampshire Ave., Suite 101
Portsmouth, NH 03801

**Re: Right of Entry — Arboretum Drive, Pease International Tradeport,
Portsmouth, NH**

Dear Mr. Plummer:

This letter will authorize 165 Arboretum, LLC ("165 ARBORETUM") and/or its agents and contractors to enter upon the 12± acre area located at 165 Arboretum Drive, as shown on the attached Exhibit A, as well as the existing building structure located thereon (collectively the "Premises"), for the period of January 15, 2023 through April 15, 2023, for site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. 165 ARBORETUM may cut and remove from the Premises a minimal amount of brush in order to assist with the mapping of wetlands and performance of any soil borings. No trees may be cut, or existing soil piles disturbed, without written permission from the Pease Development Authority ("PDA"). 165 ARBORETUM shall be provided a key to access the building structure and shall ensure that the access door is closed and locked upon its departure from the Premises at any point during the term of this Agreement. 165 ARBORETUM may take material samples from the building structure for review and testing so long as such removal does not impact the structural integrity of the building itself. This Right of Entry will expire at the close of business on April 15, 2023, unless otherwise extended an additional thirty (30) days by written agreement of 165 ARBORETUM and the PDA. 165 ARBORETUM shall return the building key upon expiration of the Agreement.

This authorization is conditioned upon the following:

1. 165 ARBORETUM providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises.

Page Two
January 6, 2023

**Re: Right of Entry — Arboretum Drive, Pease International Tradeport,
Portsmouth, NH**

2. 165 ARBORETUM's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein. 165 ARBORETUM expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of 165 ARBORETUM's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 165 ARBORETUM further agrees to defend and indemnify the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of 165 ARBORETUM's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM providing PDA with satisfactory evidence of commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain (i) an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA, (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

4. 165 ARBORETUM obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing/moving activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department.

5. 165 ARBORETUM's agreement to restore said Premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

Page Three

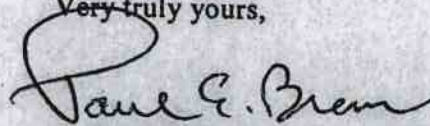
January 6, 2023

Re: **Right of Entry — Arboretum Drive, Pease International Tradeport,
Portsmouth, NH**

6. 165 ARBORETUM's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. 165 ARBORETUM acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

Please indicate by your signature below 165 ARBORETUM's consent and return the same to me with evidence of insurance as required.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 6th day of January, 2023.

165 ARBORETUM, LLC



By: _____

Print Name: Ryan Plummer

Its Duly Authorized: Manager

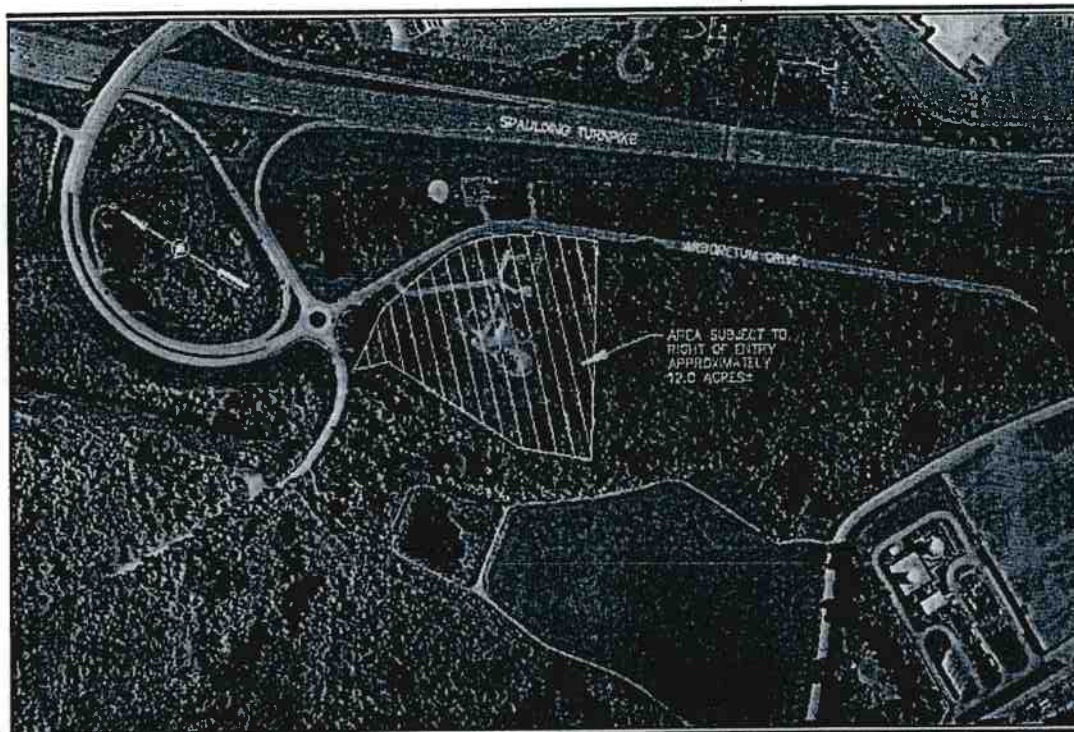
Page Four

January 6, 2023

Re: Right of Entry — Arboretum Drive, Pease International Tradeport,
Portsmouth, NH

EXHIBIT "A"

PREMISES



Right of Entry at 165 Arboretum Drive

DESIGNED BY: MRM DATE: 2/10/22 SCALE: 1"=400'

 **PEASE DEVELOPMENT AUTHORITY**

65 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

| | | | |
|--|--|---|--|
| PRODUCER RSC Insurance Brokerage, Inc. One New Hampshire Avenue Suite 125 Portsmouth NH 03801 | | CONTACT NAME: Janine D'Ambrosio PHONE (A/C, No, Ext): (603) 778-8985 E-MAIL ADDRESS: jdambrosio@risk-strategies.com FAX (A/C, No): | |
| INSURED 165 Aboretum, LLC One New Hampshire Ave. Suite 123 Portsmouth NH 03801 | | INSURER(S) AFFORDING COVERAGE INSURER A: West American Ins Co NAIC # 44393 INSURER B: Ohio Casualty Insurance Co 24074 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | BKW58738581 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 100 Comp <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 250 Coll | | | BAW58738581 | 08/01/2022 | 08/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | USO58738581 | 08/01/2022 | 08/01/2023 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | XWO58738581 | 08/01/2022 | 08/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PDA is added as Additional Insured on a primary and non-contributory basis as required by written contract.
 Waiver of Subrogation in favor of PDA applies for General Liability.

| | |
|---|---|
| CERTIFICATE HOLDER Pease Development Authority 55 International Drive Portsmouth NH 03801 | CANCELLATION 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 |
|---|---|

February 8, 2023

VIA Email: Gcarmichael@ecc.net
Environmental Chemical Corporation
Attn: Grace Carmichael
20 Short St.
Portsmouth, NH 03801

RE: Demolition of Structure at Site 22/ Portsmouth International Airport at Pease

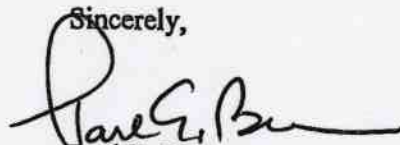
Dear Ms. Carmichael,

This letter is to confirm that Environmental Chemical Corporation ("ECC") and its sub-contractor, Ontario Specialty Contracting Inc. ("OSC") will be accessing the PSM airfield for demolition of a structure located on Site 22. Access is conditioned upon ECC and OSC's agreement to each provide a Certificate of Insurance that includes the following:

- 1) Comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the Pease Development Authority as additional insured;
- 2) 30 days' notice prior to cancellation of policy;
- 3) Waiver of Subrogation against Pease Development Authority; and
- 4) Insurance shall be primary and non-contributing with respect to any insurance carried by the PDA.

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

Sincerely,



Paul E. Brean
Executive Director

Page Two
February 8, 2023

RE: Demolition of Structure at Site 22/ Portsmouth International Airport at Pease

Agreed and accepted this 10th day of February, 2023.

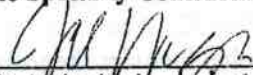
Environmental Chemical Corporation

By: Glenn Sweatt 
Duly Authorized

Its: Vice President
Print Name

Agreed and accepted this 10th day of February, 2023.

Ontario Specialty Contracting, Inc.

By: 
Duly Authorized John W. Yensan

Its: President

February 10, 2023

Arboretum Drive Group LLC
Attention: Joe Geoghegan
1359 Hooksett Road
Hooksett, NH 03106

**Re: Right of Entry — Arboretum Drive, Pease International Tradeport,
Newington, NH**

Dear Mr. Geoghegan:

This letter will authorize Arboretum Drive Group LLC ("ADG") and/or its agents and contractors to enter upon the 20.8± acre area located along Arboretum Drive, as shown on the attached **Exhibit A** (the "Premises") for the period of February 15, 2023 through June 30, 2023, for site inspection purposes. Such inspection may include survey work, a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises ADG deems reasonably necessary. ADG may cut and remove from the Premises a minimal amount of brush in order to assist with the mapping of wetlands and performance of any soil borings. No trees may be cut, or existing soil piles disturbed, without written permission from the Pease Development Authority. This Right of Entry will expire at the end of the day on June 30, 2023, unless otherwise extended an additional thirty (30) days by written agreement of ADG and Pease Development Authority.

This authorization is conditioned upon the following:

1. ADG, or its agents or contractors, providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection and at least five (5) business days prior to providing such information to any person or entity other than its agents or contractors, with a copy of any report, test or analytical result, letter, plan, or summary with respect to conditions found at the Premises;
2. ADG's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein, and that such entry and such exercise of the authorities granted herein shall be in compliance with all applicable federal, state and local law. ADG expressly

Page Two
February 10, 2023

**Re: Right of Entry — Arboretum Drive, Pease International Tradeport,
Newington, NH**

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 the use of the Premises or the conduct of activities or the performance of responsibilities under this authorization by ADG or any of its employees, agents or contractors. ADG further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, the State of New Hampshire, and their officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees ("Indemnification Claims") to the extent arising out of the use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization by ADG or any of its employees, agents or contractors, but expressly excluding any Indemnification Claims arising from the discovery and identification of contamination that was present in, on or under the Premises prior to the use and activities authorized under this Right of Entry.

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

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

5. ADG's agreement to restore said Premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry, except as otherwise authorized in writing by the PDA Engineering Department.

Page Three

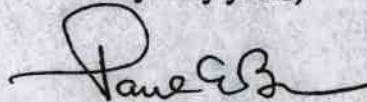
February 10, 2023

Re: **Right of Entry — Arboretum Drive, Pease International Tradeport,
Newington, NH**

6. ADG's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises. ADG acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

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


Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 14th day of February, 2023.

Arboretum Drive Group LLC

By: 
Print Name: Jennifer Stebbins Thomas
Its Duly Authorized: Manager

Page Four

February 10, 2023

Re: **Right of Entry — Arboretum Drive, Pease International Tradeport,
Newington, NH**

EXHIBIT "A"

PREMISES

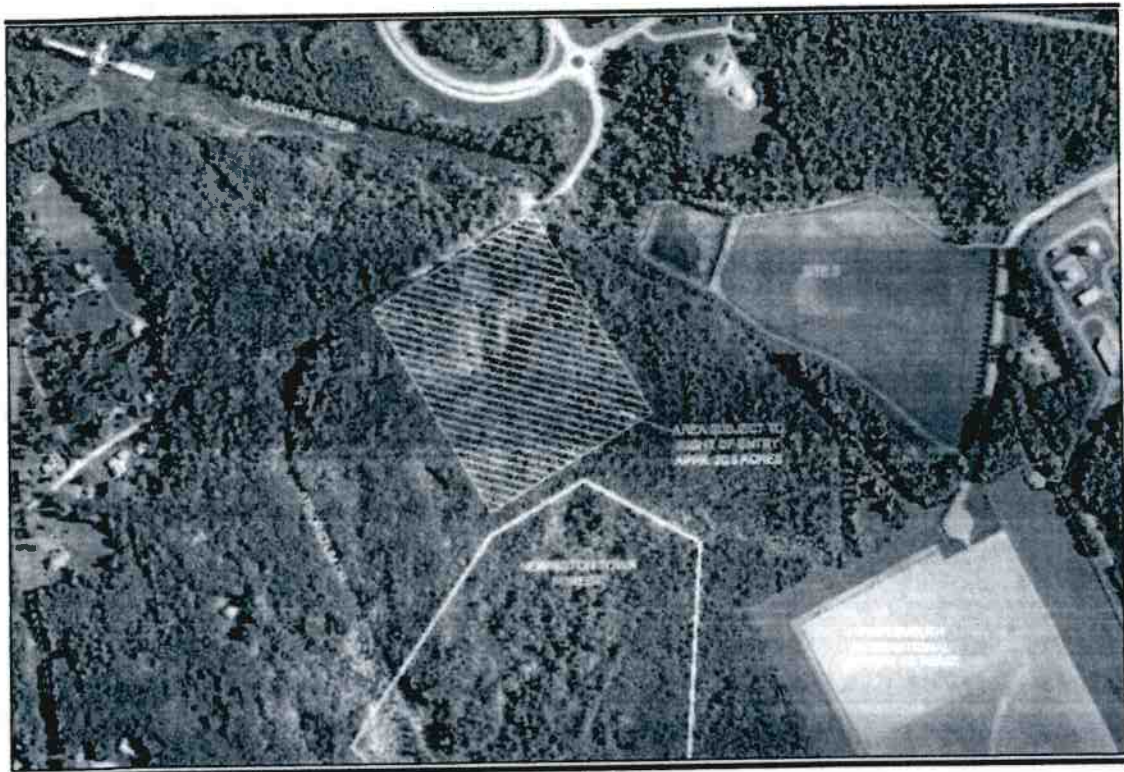


Exhibit Depicting Arboretum Drive Right of Entry

DESIGNED BY: MPM DATE: 02/22 SCALE: 1"=500'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03301



KANECOM-02

LMCLAUGHLINCLARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

| | | | |
|---|--|--|-------------------------------|
| PRODUCER License # 1992344 Knapp, Schenck & Company Insurance Agency 1 India Street Suite 204 Boston, MA 02109 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 742-3366 | | FAX (A/C, No): (617) 742-2832 |
| | E-MAIL ADDRESS: | | |
| INSURED Arboretum Drive Group, LLC 210 Commerce Way Suite 300 Portsmouth, NH 03801 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Valley Forge Ins. Co. | | 20508 |
| | INSURER B: Safety Insurance Company | | 39454 |
| | INSURER C: Continental Insurance Company | | |
| | INSURER D: Transportation Insurance Company | | 20494 |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|---------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | 6057449126 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6266152 | 4/1/2022 | 4/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6046002419 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE | \$ 25,000,000 |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | Aggregate | \$ 25,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 6049538380 | 4/22/2022 | 4/22/2023 | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is per policies wording, terms, conditions and exclusions.

Additional Named Insured Arboretum Drive Group, LLC,- Location 20.6 acres on Arboretum Drive located in the Pease International Tradeport, Portsmouth NH.

The Certificate Holder is included as an Additional Insured with respect to written contract. Policy provisions include Waiver of Subrogation as well as Primary and Non Contributory language. Policies include a cancellation notice of 10 days for nonpayment of premium and 60 days for any other reason.

CERTIFICATE HOLDER

Pease Development Authority
55 International Drive
Portsmouth, NH 03801

CANCELLATION

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

February 21, 2023

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

Re: Right of Entry
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 Hampton Street, Portsmouth, New Hampshire, as shown on the attached Exhibit A (the "Premises") commencing February 21, 2023 through August 7, 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 August 7, 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

February 21, 2023

Re: **Rights of Entry**
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

February 21, 2023

Re: Rights of Entry
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"):

| | | |
|----------------|------------------------|----------------|
| Hampton Street | 0.90 acres (39,204 sf) | \$1,143.25/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.

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

Page Four

February 21, 2023

Re: **Right of Entry**
Hampton Street Portsmouth, NH

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.

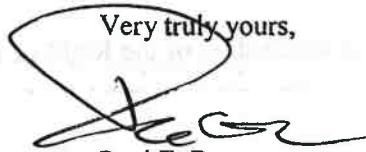
| | |
|-------------------------------|-----------------|
| Municipal Services Fee | \$635.63 |
|-------------------------------|-----------------|

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 22 day of February, 2023

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

By: 
Print Name/Title Samuel Lesniak / VP
Duly Authorized

cc: Suzy Anzalone, Director of Finance
Chasen Congreves, Director of Operations

Page Five
February 21, 2023
Re: Right of Entry
Hampton Street Portsmouth, NH

EXHIBIT A
PREMISES

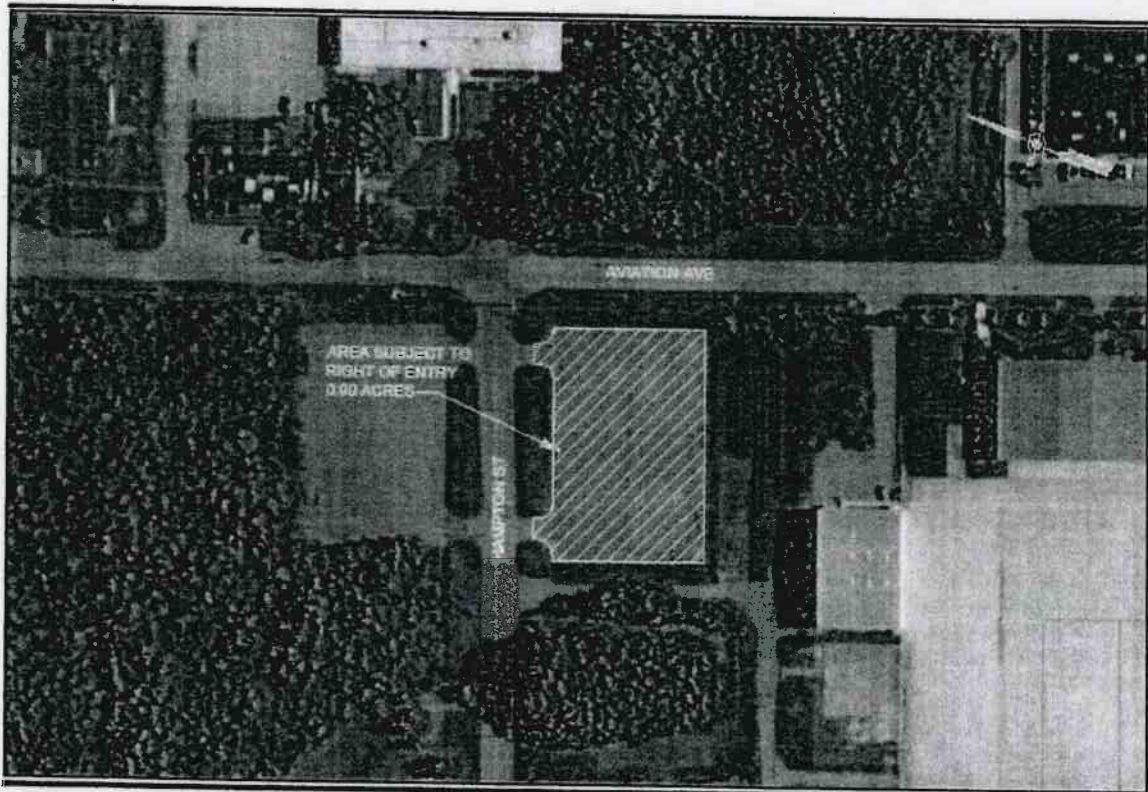


Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MRM DATE: 2/17/23 SCALE: 1"=120'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *Sub*
DATE: March 6, 2023
SUBJECT: Lease Reports

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

1. Tenant: Lisa Happ Coaching
Space: 30 International Drive (Suite #105B)
Use: Professional Offices and related uses
Term: Two (2) years commencing February 1, 2023.

2. Tenant: Optima Dermatology Partners, LLC (1st Floor)
Space: 111 New Hampshire Avenue
Use: Pathology laboratory and general business office space and related uses
Term: Five (5) years commencing June 1, 2023 and terminating on May 31, 2028.

3. Tenant: Optima Dermatology Partners, LLC (2nd Floor)
Space: 111 New Hampshire Avenue
Use: General Office Space and related uses
Term: Four (4) years commencing July 1, 2023 and terminating on June 30, 2027.

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

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: March 6, 2023
Re: Sublease between 30 International Drive, LLC and Lisa Happ Coaching

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 30 International Drive, LLC ("30 International") and Lisa Happ Coaching ("LHC") for **581 square feet** for a period of **two (2) years**, commencing February 1, 2023. LHC will use the premises for professional office and related uses.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that;

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

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

Conditions one through three have been met. As to condition four, PDA relies on 30 International's continued primary liability for payment of rent and other obligations pursuant to the PDA/30 International Sublease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to **30 INTERNATIONAL DRIVE, LLC** ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 30 International Drive at Pease International Tradeport on July 1, 1997 (the "Lease").

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

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

C. Lessee has requested authorization to sublease approximately **581** square feet on the first floor within the Leased Premises at **30 International Drive** (Suite 105B) to **Lisa Happ Coaching ("LHC")**, a duly organized and existing corporation under the laws of the State of New Hampshire and authorized to do business in the State of New Hampshire.

D. The proposed sublease to **LHC** is for professional office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **LHC** for approximately **581** square feet within the Leased Premises.

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

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

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

This Notice of Consent is executed, effective this 6 day of March, 2023 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

30 INTERNATIONAL DRIVE, LLC

3/2/23
Date

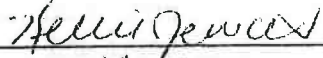
By: 
Its: Managers

EXHIBIT "A"

SUBLEASED PREMISES

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
SHERIFF DEPARTMENT
INVESTIGATIVE DIVISION
1000 WEST 10TH STREET
LOS ANGELES, CALIFORNIA 90015
TELEPHONE (213) 473-2000
FAX (213) 473-2001
WWW.LOSANGELES.SHERIFFS.COM

SUBLEASE

between

30 INTERNATIONAL DRIVE, LLC

as

"SUBLESSOR"

And

LISA HAPP COACHING

As

"SUBLESSEE"

Office Space

at

30 International Drive
Pease International Tradeport
Portsmouth, New Hampshire

Revised 1-30-07

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director *peb*

Date: March 2, 2023

Re: Sublease between Seacoast Newspapers, Inc. and Optima Dermatology Partners, LLC (1st Floor)

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sub-sublease between Seacoast Newspapers, Inc. ("SNI") and **Optima Dermatology Partners, LLC** ("Optima") for **2,221 square feet located on the first floor at 111 New Hampshire Avenue**. The SNI/Optima sublease shall commence **June 1, 2023** and shall terminate on **May 31, 2028**; its use shall be for pathology laboratory and general business office space and related uses.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that;

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

A. The Parties entered into a Lease for 111 New Hampshire at Pease International Tradeport on December 28, 2005 (the "Lease").

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

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

C. Lessee has requested authorization to sublease approximately **2,221 square feet** on the **first floor** within the Leased Premises at **111 New Hampshire Avenue** to **Optima Dermatology Partners, LLC ("Optima")**, a Delaware limited liability company.

D. The proposed sublease to **Optima** for pathology laboratory and general business office space and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, as amended, attached hereto as Exhibit A, with **Optima** for approximately **2,221 square feet** on the **first floor** within the Leased Premises.

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

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

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

This Notice of Consent is executed, effective this 10 day of June, 2023 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: [Signature]
Its: EXECUTIVE DIRECTOR

AGREED AND ACCEPTED

SEACOAST NEWSPAPERS, INC.

Dated: 1/3/2023

By: [Signature]
Print Name: La Guardia Myers
Its: Authorized Signatory

EXHIBIT A

SUBLEASE

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

EXHIBIT A

THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED

DATE 10/15/2010 BY 60322 UCBAW/STP/STP

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

LEASE AGREEMENT

BETWEEN

SEACOAST NEWSPAPERS, INC. AND OPTIMA DERMATOLOGY PARTNERS, LLC

SUMMARY REFERENCE

This is a lease (this "Lease") by and between Seacoast Newspapers, Inc., a New Hampshire corporation, (collectively, "Landlord") and OPTIMA DERMATOLOGY PARTNERS, LLC, a Delaware limited liability company ("Tenant").

Each reference in this Lease to any of the following terms or phrases shall be construed to incorporate the corresponding definition stated in this Section 1.1.

Building and Property:

That building in the City of Portsmouth, New Hampshire, located at 111 New Hampshire Avenue (the "Building"). The Building, the parking areas appurtenant to the Building, the sidewalks and driveways adjacent thereto, all other exterior common areas, and the land parcels on which all of the same are located are hereinafter collectively referred to as the "Property".

Leased Premises:

Approximately 2,221 square feet on the first (1st) floor of the Building, substantially as shown on Exhibit A hereto.

Initial Term:

Commencing on the earlier to occur of (i) the date on which Tenant shall have completed Tenant's Initial Work (as hereinafter defined) and obtained a certificate of occupancy for the Premises from the City of Portsmouth; and (ii) June 1, 2023 (the "Commencement Date"), subject to the provisions of Section 3.1(a) below, and expiring on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall occur (the "Expiration Date").

Annual Fixed Rent:

For and with respect to the first Lease Year of the Initial Term, at the rate of \$31,649.25 per annum, payable at the rate of \$2,637.44 per month (and proportionately at such rate for any partial month), subject to annual escalations as set forth in Section 5.2 below.

For purposes hereof, "Lease Year" shall mean a twelve (12) month period beginning on the Rent Commencement Date or an anniversary of the Rent Commencement Date.

Security Deposit:

None.

Advance Rent Payment

\$5,274.88 due upon Lease signing, 50% of which is to be

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director *peb*

Date: March 2, 2023

Re: Sublease between Seacoast Newspapers, Inc. and Optima Dermatology Partners, LLC (2nd Floor)

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sub-sublease between Seacoast Newspapers, Inc. ("SNI") and **Optima Dermatology Partners, LLC** ("Optima") for 14,779 square feet located on the **second floor at 111 New Hampshire Avenue**. The SNI/Optima sublease shall commence **July 1, 2023** and expire on **June 30, 2027**; its use shall be for general office space and related uses.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that;

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

A. The Parties entered into a Lease for 111 New Hampshire at Pease International Tradeport on December 28, 2005 (the "Lease").

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

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

C. Lessee has requested authorization to sublease approximately **14,779 square feet** on the **second floor** within the Leased Premises at **111 New Hampshire Avenue** to **Optima Dermatology Partners, LLC ("Optima")**, a Delaware limited liability company.

D. The proposed sublease to **Optima** for general office space and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, as amended, attached hereto as Exhibit A, with **Optima** for approximately **14,779 square feet** on the **second floor** within the Leased Premises.

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

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

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

This Notice of Consent is executed, effective this 10 day of February, 2023 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: Paul G. B...
Its: Executive Director

AGREED AND ACCEPTED

SEACOAST NEWSPAPERS, INC.

Dated: 1/3/2023

By: LaGuardia Myers
Print Name: LaGuardia Myers
Its: Authorized Signatory

EXHIBIT A

SUBLEASE

THIS INSTRUMENT IS PART OF A TRANSACTION AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS REFERRED TO HEREIN.

ARTICLE I

Section 1.1. The Sublease. The Sublease is hereby granted by the Lessor to the Lessee for the term and on the terms and conditions set forth in this Sublease and the Lease.

Section 1.2. The Lease. The Lease is hereby defined as the Lease between the Lessor and the Original Lessee, the terms and conditions of which are attached hereto as Exhibit A.

Section 1.3. The Premises. The Premises are located at the address set forth in the Lease and are being leased to the Lessee for the term and on the terms and conditions set forth in this Sublease and the Lease.

Section 1.4. The Term. The term of this Sublease shall be for the term and on the terms and conditions set forth in this Sublease and the Lease.

Section 1.5. The Rent. The Rent shall be as set forth in the Lease and shall be paid by the Lessee to the Lessor in accordance with the terms and conditions set forth in the Lease.

Section 1.6. The Use. The Premises shall be used for the purposes set forth in the Lease and shall not be used for any other purpose without the prior written consent of the Lessor.

Section 1.7. The Assignment. The Lessee shall not assign, sublease, or otherwise dispose of all or any part of the Premises without the prior written consent of the Lessor.

Section 1.8. The Termination. This Sublease shall terminate upon the expiration of the term set forth in the Lease or upon the termination of the Lease.

LEASE AGREEMENT

BETWEEN

SEACOAST NEWSPAPERS, INC. AND OPTIMA DERMATOLOGY PARTNERS, LLC

SUMMARY REFERENCE

This is a lease (this "Lease") by and between Seacoast Newspapers, Inc., a New Hampshire corporation, (collectively, "Landlord") and OPTIMA DERMATOLOGY PARTNERS, LLC, a Delaware limited liability company ("Tenant").

Each reference in this Lease to any of the following terms or phrases shall be construed to incorporate the corresponding definition stated in this Section 1.1.

Building and Property:

That building in the City of Portsmouth, New Hampshire, located at 111 New Hampshire Avenue (the "Building"). The Building, the parking areas appurtenant to the Building, the sidewalks and driveways adjacent thereto, all other exterior common areas, and the land parcels on which all of the same are located are hereinafter collectively referred to as the "Property".

Leased Premises:

Approximately 14,779 square feet on the second (2nd) floor of the Building, substantially as shown on Exhibit A hereto.

Initial Term:

Commencing on July 1, 2023 (the "Commencement Date"), subject to the provisions of Section 3.1(a) below, and expiring on June 30, 2027 (the "Expiration Date").

Annual Fixed Rent:

For and with respect to the first Lease Year of the Initial Term, at the rate of \$206,906.00 per annum, payable at the rate of \$17,242.17 per month (and proportionately at such rate for any partial month), subject to annual escalations as set forth in Section 5.2 below.

For purposes hereof, "Lease Year" shall mean a twelve (12) month period beginning on the Rent Commencement Date or an anniversary of the Rent Commencement Date.

Security Deposit:

None.

Advance Rent Payment

\$34,484.34 due upon Lease signing, 50% of which is to be credited toward the rent payable for the first month following the Rent Commencement Date and 50% of which is to be credited toward the third month following the Rent Commencement Date.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
DATE: March 6, 2023
SUBJECT: Contract Reports

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

- 1. Project Name: Honeywell International Inc.
Board Authority: Director Conard
Summary: TSA Access Door Upgrade
Cost: \$6,163.00

- 2. Project Name: Honeywell International Inc.
Board Authority: Director Ferrini
Summary: Pro Watch Access System / Overhead Door Monitoring –
Portsmouth International Airport at Pease
Cost: \$4,342.00

- 3. Project Name: TEC Solutions Concepts Inc.
Board Authority: Director Founier
Summary: Replacement Locks / Cyber Key System Upgrade
Cost: \$5,566.00

- 4. Project Name: Burkett Restaurant Equipment
Board Authority: Director Founier
Summary: Ice Machine at Pease Golf Course
Cost: \$9,306.00

- 5. Project Name: Minuteman Security & Life Safety fka Norris Inc.
Summary: Fire Alarm & Sprinkler Maintenance System Services –
Exercise of Last One Year Option

P:\BOARDMTG\2023\Contract Report 3-16-2023.docx

Honeywell International
915 Holt Ave. Unit 3
Manchester, NH 03109

Honeywell
Firm Quotation

Customer: Portsmouth International Airport

Date of Issue: 1/30/23

Address: 55 International Dr.
Portsmouth, NH 03801

Quotation #: 231701
Quote Type: EWO Quote

Attn: Ed Pottberg

Site Name: TSA Door Access
Upgrade

WORK TO BE PERFORMED

Provide components necessary to upgrade TSA area entry to current Pro-Watch to accommodate the door access at the main airport. This will include associated panel termination to change over, access system program changes, zones approved by customer, programming and pretest, integration into existing EBI, scheduled cutover, mounting of new back plane, and final test of the new devices to complete change over.

MATERIALS

- Qty (1) 40KNKS-T1-000000 - SIGNO 40K, BLK/SLVR, PIG
- Qty (1) EBIX-DBR EBI READER License
- Qty (1) 947BR - 1" Brown Wide Gap Steel Door Recessed Contact
- Qty (1) CK-IS310WH - RTE Request-To-Exit PIR Sensor, White
- Qty (1) Misc Hardware
- Qty (1) Ribu1c-Rd- RIB Relays

ADDITIONAL CLARIFICATIONS / EXCLUSIONS

- WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS OF 7:30 AM – 4:30 PM (MODAY-FRIDAY)
- DOES NOT INCLUDE LABOR OR MATERIAL FOR INSTALLATION OF DEVICES, CONDUIT, OR WIRING OUTSIDE OF PANEL.
- 24VDC LOCK BY PDA
- DOES NOT INCLUDE ADDITIONAL ITEMS OTHER THAN THE ONES DESCRIBED ABOVE

TERMS AND CONDITIONS OF SALE

Honeywell will perform the work quoted above in accordance with its Core Contracting Terms. Terms of payment: 30 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

All for the sum of: Six Thousand One Hundred Sixty Three -----00/100 (\$6,163.00) Dollars

Sales / Use tax have NOT been included and will be billed separately.
THIS PROPOSAL IS valid for 30 days.

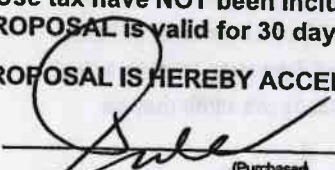
THIS PROPOSAL IS HEREBY ACCEPTED:

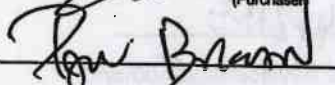
By:

Title

Date

PO # / Credit Card #



(Purchaser)


Executive Director
3/14/2023

HONEYWELL INTERNATIONAL INC.
Honeywell Building Solutions
915 Holt Ave. Unit 3
Manchester, NH 03109

By Brice LeBlanc
Brice LeBlanc
Project Manager

Addendum to Contract or Agreement

Honeywell International – TSA Door Access Upgrade

This addendum is attached to, and made part of, the above referenced agreement(s) by the express agreement of the parties. The intent of this addendum is to ensure that any agreement which is entered into complies with New Hampshire law and with the contracting policies of the Pease Development Authority.

Indemnification, RSA 91-A, Binding Arbitration, and Legal Jurisdiction

As an agency of the State of New Hampshire formed pursuant to NH RSA 12-G, Pease Development Authority (“PDA”) is legally prohibited from agreeing to or entering into contracts or agreements containing any of the following contractual terms which:

1. Obligate PDA to indemnify any party in a contract, or to pay attorney’s fees.
2. Attempt to limit PDA’s ability to comply with state open records laws (NH RSA 91-A);
3. Require binding arbitration; and
4. Subject PDA to a jurisdiction other than the State of New Hampshire.

Furthermore, PDA will not enter into contracts or agreements which:

5. Require personal guaranties from agency employees;
6. Require credit reports from agency employees (credit records of the agency are available for review);
7. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
8. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such.
9. Requires PDA to commit to any obligation which violates State or Federal law;
10. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term;
11. Imposes early termination penalties; and
12. Limits or restricts PDA's ability to use or release work products and data prepared for PDA's use.

To the extent this contract or agreement form includes any of the forgoing provisions Honeywell International is put on notice that Pease Development Authority shall not and cannot agree to be bound by such terms and conditions. Therefore, the Parties expressly agree that this Addendum is made part of the Agreement referenced above and serves to amend the terms of the Agreement by deleting any of the forgoing provisions and otherwise making the agreement consistent with the contractual requirements set forth herein.

All contractors, vendors, entities or persons doing business with PDA must comply with applicable Federal and State laws including, but not limited to, Title VI of the Civil Rights Act of 1964. The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended.

Date: 2/27/23

Honeywell International

By: Brice LeBlanc

Its: Project Manager

Date: 3/6/2023

Pease Development Authority

By: Paul Brean

Its: Executive Director

Honeywell International

915 Holt Ave. Unit 3
Manchester, NH 03109

Honeywell

Firm Quotation

Customer: Portsmouth International Airport

Date of Issue: 2/10/23

Address: 55 International Dr.
Portsmouth, NH 03801

Quotation #: 231301
Quote Type: EWO Quote

Attn: Ed Pottberg

Site Name: Dom Baggage Overhead
Door Monitoring

WORK TO BE PERFORMED

Provide components necessary to monitor domestic baggage gate open position controlled by current Pro-Watch access system to for 3 overhead doors on domestic baggage belt at the main airport. We will provide one visit to the airport to walk airport's electricians through to show three mounting location and pathways to lower-level electrical room for panel termination point. We will include associated panel termination, access system program changes, alarming (open time max of 29 min allowed by system), programming and pretest, integration into existing EBI, scheduled cutover, and final test of the new devices to complete change over.

MATERIALS

- Qty (3) Overhead door contacts Part # GI-4532

ADDITIONAL CLARIFICATIONS / EXCLUSIONS

- WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS OF 7:30 AM – 4:30 PM (MODAY-FRIDAY)
- DOES NOT INLCLUDE LABOR OR MATERIAL FOR INSTALLATION OF DEVICES, CONDUIT, OR WIRING OUTSIDE OF PANEL.
- DOES NOT INCLUDE ADDITIONAL ITEMS OTHER THAN THE ONES DESCRIBED ABOVE

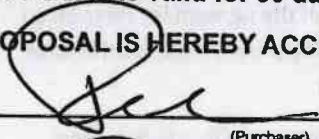
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Honeywell will perform the work quoted above in accordance with its Core Contracting Terms. Terms of payment: 30 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

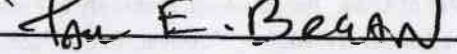
All for the sum of: Four Thousand Three Hundred Forty-Two -----00/100 (\$4,342.00) Dollars

Sales / Use tax have NOT been included and will be billed separately.
THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:



(Purchaser)

By: 

Title: Executive Director

HONEYWELL INTERNATIONAL INC.
Honeywell Building Solutions
915 Holt Ave. Unit 3
Manchester, NH 03109

Date: 3/6/2023

By: 

Brice LeBlanc
Project Manager

PO # / Credit Card # _____

Addendum to Contract or Agreement

**Honeywell International – Dom Baggage Overhead
Door Monitoring**

This addendum is attached to, and made part of, the above referenced agreement(s) by the express agreement of the parties. The intent of this addendum is to ensure that any agreement which is entered into complies with New Hampshire law and with the contracting policies of the Pease Development Authority.

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4. Subject PDA to a jurisdiction other than the State of New Hampshire.

Furthermore, PDA will not enter into contracts or agreements which:

5. Require personal guaranties from agency employees;
6. Require credit reports from agency employees (credit records of the agency are available for review);
7. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
8. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such.
9. Requires PDA to commit to any obligation which violates State or Federal law;
10. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term;
11. Imposes early termination penalties; and
12. Limits or restricts PDA's ability to use or release work products and data prepared for PDA's use.

To the extent this contract or agreement form includes any of the forgoing provisions Honeywell International is put on notice that Pease Development Authority shall not and cannot agree to be bound by such terms and conditions. Therefore, the Parties expressly agree that this Addendum is made part of the Agreement referenced above and serves to amend the terms of the Agreement by deleting any of the forgoing provisions and otherwise making the agreement consistent with the contractual requirements set forth herein.

All contractors, vendors, entities or persons doing business with PDA must comply with applicable Federal and State laws including, but not limited to, Title VI of the Civil Rights Act of 1964. The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended.

Date: 2/15/22

Honeywell International

By: Brice LeBlanc

Its: Project Manager

Date: 2/6/2023

Pease Development Authority

By: Paul Brean

Paul Brean
Its: Executive Director



TEC Solutions Concepts Inc
463 5th Street
Hoboken NJ 07030 US


BILL TO
Ed Pottberg
Portsmouth International Airport
36 Airline Avenue
Portsmouth, NH 03801

SHIP TO
Ed Pottberg
Portsmouth International Airport
36 Airline Avenue
Portsmouth, NH 03801

ESTIMATE

DATE EXPIRATION ESTIMATE #
2/6/2023 3/8/2023 14120

| DESCRIPTION | QTY | RATE | AMOUNT |
|------------------------------------|-------|--------|----------|
| CyberKey:TSCK-USB | | | |
| CyberKey USB, Rechargeable Battery | 12.00 | 119.00 | 1,428.00 |
| TSCL-SF03 | | | |
| Best, small format IC core | 14.00 | 292.00 | 4,088.00 |
| Shipping | | | |
| Estimated shipping cost | 1.00 | 50.00 | 50.00 |



Paul E. Breen
Dated: 2/7/2023

SUBTOTAL 5,566.00

TOTAL USD 5,566.00

Burkett

Restaurant Equipment & Supplies

Burkett Restaurant Equipment
 28740 Glenwood Rd
 Perrysburg OH 43551
 United States

Sales Order
 #SO363476
 02/22/2023

Customer #223349

TOTAL
\$9,306.00

Bill To

Scott DeVito
 Pease Golf Course
 200 Grafton Dr.
 Portsmouth NH 03801
 United States

Ship To

Scott DeVito
 Pease Golf Course
 200 Grafton Dr.
 Portsmouth NH 03801
 United States

| Terms | Customer | Customer PO # | Shipping Method | Sales Rep |
|-----------------|----------|---------------|------------------------------|----------------|
| Cash In Advance | | | Best Available with Liftgate | Crystal Saylor |

| Quantity Ordered | Line Number | Item | Unit of Measure | Unit Price | Extended Price |
|------------------|-------------|---|-----------------|------------|----------------|
| 1 | 1.0 | SCOT-MC1448SA-3 Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 1553 lb/24 hours at 70°/50° (1296 lb AHRI certified at 90°/70°), small cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, external removable air filters, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 208-230v/60/3-ph, 13.6 amps, cULus, NSF, ENERGY STAR®, engineered and assembled in USA | | \$7,377.00 | \$7,377.00 |
| 1 | 1.1 | SCOT-B948S Ice Bin, top-hinged front-opening door, 893 lb application capacity, for top-mounted ice maker, 48" width, metallic finish exterior, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF, engineered and assembled in USA | 1each | \$1,860.00 | \$1,860.00 |
| 1 | 1.2 | NOTE-Liftgate Liftgate is Required for Shipment | 1each | \$69.00 | \$69.00 |

| | |
|--------------|-------------------|
| Subtotal | \$9,306.00 |
| Shipping | \$0.00 |
| Discount | |
| Total Tax | \$0.00 |
| Total | \$9,306.00 |
| Amount Paid | \$9,306.00 |
| Amount Due | \$0.00 |

We appreciate your business! Invoices more than 30 days past due may be subject to a monthly finance charge not to exceed 2%. Returned checks are subject to a \$30.00 NSF fee. Title to all merchandise remains with the seller until paid in full. All used equipment come with a 90 day parts and labor warranty from delivery date. All products must be inspected at delivery and all damages must be noted on the delivery receipt. Unused products may be returned in original packaging within 30 days of delivery with a valid RMA from our customer service department. Non-defective product returns are subject to a 35% restocking fee and return freight charges. Exchange orders must be prepaid in full. Contact our Accounting department at 419-720-8192 with any questions.





Restaurant Equipment & Supplies

Burkett Restaurant Equipment
28740 Glenwood Rd
Perrysburg OH 43551
United States

Sales Order

#SO363476

02/22/2023

Terms & Conditions
Effective 4/1/2019

INTRODUCTION

- A Please read these terms and conditions carefully. By proceeding with your order, you acknowledge your full understanding of, agreement to and acceptance of these terms and conditions.
- B Except in those instances where Burkett Restaurant Equipment and Supplies ("we", "us", "Burkett") and a business Customer enter into a separate written contract for the purchase of Products providing for separate terms of sale, the following terms and conditions (the "Conditions") apply.
- C These terms and conditions take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given.
- D Burkett shall be entitled to amend the terms and conditions without notice.

PRICES & PAYMENT

- 1.1 "Web prices" displayed on Burkett.com: (i) are available for orders placed on Burkett.com, by phone, or at our Perrysburg, OH showroom store; (ii) do not include installation, freight or taxes; and (iii) are subject to change or correction at any time and without notice. In the event of an erroneous price or description, the customer will be contacted to confirm corrections as quickly as possible.
- 1.2 Credit cards will be charged upon placement of order. You may pay for your order using the payment methods available, including cash, checks, money orders, American Express, Discover, MasterCard, Visa, PayPal, Amazon Pay and affordable leasing options. Customers Approved for Terms may submit a purchase order for processing (see application for details). Orders cannot be processed until payment is collected or payment requirements are achieved.

SHIPPING

- 2.1 Your Shipment Confirmation will contain information on the carrier and the associated tracking number(s).
- 2.2 Burkett cannot be held responsible for unanticipated delivery delays beyond our control.
- 2.3 Available items sold with Same Day Shipping will ship on the day the order was placed, if the order is processed before 4:00 PM EST, otherwise they will ship within 1 business day of order processing.
- 2.4 If you do not have an elevated loading dock or forklift to unload your items, you must select liftgate at checkout. A higher fee may apply if a liftgate must be added after an order has shipped.
- 2.5 Shipping charge includes curbside delivery. Carriers charge a fee to ship to a residential address, call ahead service and inside delivery. These fees vary by region and will be reflected in your shipping charges if requested. A higher fee may apply if a residential fee must be added after an order has shipped.

CUSTOMER DELIVERY INSPECTION - STOP. INSPECT. ACCEPT/REJECT.

- 3.1 When a product is delivered, it is the responsibility of the recipient to inspect the **product/package/pallet** prior to signing. If significant damage is noted, refuse the item. If minor damage is noted and you choose to accept the item, please sign DAMAGED on the delivery receipt. If the driver is unable to wait, sign the Proof of Delivery with "Pending further inspection." This can help during a freight claim process later down the line.
Failure to inspect your Product(s) before signing may result in your inability to process a repair claim for the damaged product or a warranty claim for a defective product. If item is signed damaged or is refused, please notify Customer Service at 419-720-8190 within 24 hours

WHITE GLOVE DELIVERY SERVICE

- 4.1 "Web prices" displayed on Burkett.com: (i) are available for orders placed on Burkett.com, by phone, or at our Perrysburg, OH showroom store; (ii) do not include installation, freight or taxes.
- 4.2 Burkett Delivery service includes delivery of all equipment and supplies to job site, uncrate, set in place and trash removal. Customer is responsible for final **connections through a certified professional**.
- 4.3 Delivery price is based on non-union labor. Union labor pricing can be provided upon request.
- 4.4 Unless otherwise noted, pricing does not include installation of the hood or walk-in unit.
- 4.5 Please contact a Burkett Sales Representative to review delivery services available.

WARRANTY

- 5.1 All new product warranty claims are handled based on the manufacturer's warranty policy and may or may not apply for residential use.
- 5.2 All used product warranty claims are handled based on Used Equipment Guarantee and 90-Day Parts and Labor Warranty which is located on Burkett.com or can be shared through a Burkett's Sales Representative.
- 5.3 For information on a specific manufacturer's warranty, contact Customer Service at 419-720-8190.

RETURNS & EXCHANGES

- 6.1 Our goal is customer satisfaction. You can take advantage of the Burkett 30 Day Return and Exchange Policy. Please refer to the Burkett Return and Exchange Policy located on Burkett.com for more information.
- 6.2 All returns must be unopened, unused and in the original packaging material to be accepted.
- 6.3 Returns may incur up to a 35% restocking fee.

Please visit www.burkett.com for full terms and conditions.



SO363476

March 6, 2023

VIA E-mail: hstuart@minutemanst.com
Minuteman Security & Life Safety
Attn: Hank Stuart
915 Holt Ave., Suite 2
Manchester, NH 03109

Re: Fire Alarm & Sprinkler Maintenance System Services - Exercise of Option

Dear Mr. Stuart:

In accordance with the Agreement for Fire Alarm & Sprinkler Maintenance System Services, the Pease Development Authority is exercising the last of its two one year options to extend the Agreement effective March 15, 2019, on the same terms and conditions. As such, the Agreement will expire on March 15, 2024.

The Agreement is amended as follows:

1. Company Name Change: "Minuteman Security Technologies, Inc." dba "Minuteman Security & Life Safety"

As a result of the company name change, please provide an updated certificate of insurance for our records.

Please countersign below to indicate your acceptance of the same:

Sincerely,

Paul E. Brean
Executive Director

Agreed to and accepted this ____ day of _____, 2023.

Minuteman Security & Life Safety

By: _____
Print Name & Title: _____

cc: Anthony I. Blenkinsop, General Counsel
Suzy Anzalone, Director of Finance
Chasen Congreves, Director of Operations

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to negotiate and finalize a contract for Public Relations and Marketing services with Tiffany Eddy & Associates; all in accordance with the memorandum of Executive Director Paul E. Brean, Executive, dated March 9, 2023, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul Brean, Executive Director *peb*

Date: March 9, 2023

Subject: Public Relations / Marketing Services

On January 30, 2023, a RFQ / RFP was advertised for Public Relations / Marketing services to assist Pease Development Authority ("PDA") in designing and implementing a cost-effective marketing strategy, create marketing materials, and assist on public relations matters, on an on-call / as needed basis. Two responses were received on the date for submission by: 1) Tiffany Eddy & Associates; and, 2) Matter Communications, Inc. (aka Matter). A team made up of PDA staff reviewed and evaluated the responses received and selected Tiffany Eddy & Associates as the most cost effective option for the PDA based on a retainer rate of \$3,000/month for 15 hours per month, with a \$200/hour rate thereafter.

This is to request authorization from the PDA Board of Directors to negotiate and finalize an agreement with Tiffany Eddy & Associates of 49 South Main Street, Suite 207, Concord, NH 03301, to provide PDA with Public Relations / Marketing services for up to a term of three years with two one-year options.

MOTION

Director Conard:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to take the following action in regards to AIP 3-33-0016-069-2021, Purchase of Snow Removal Equipment ("SRE"):

- (1) accept the change order for M-B Companies Inc. for the production of a truck chassis at the M-B facility to the same specifications and price as the 2022 M-B Plow Truck;
- (2) cancel the awarded contract with International Truck for the construction of a heavy truck chassis due to its inability to produce the equipment in a timely manner;
- (3) approve the expenditure of PDA Capital Improvement Project funds in an amount not to exceed \$150,000 to cover the differential cost associated with production of the heavy truck chassis; and
- (4) execute any and all documents necessary to receive the grant funds and procure the SRE as described.

All in accordance with the memorandum from Andrew B. Pomeroy, Director of Aviation Planning and Regulatory Compliance, dated February 27, 2023; attached hereto.



PEASE
AIRPORT

MANAGEMENT

35 Airline Ave., Portsmouth, NH 03801

603.433.6536

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Andrew B. Pomeroy, Director, Aviation Planning and Regulatory Compliance *ABP (rae)*
Date: February 27, 2023
Subject: AIP Grant for Snow Removal Equipment, PSM

In May of 2021, PDA submitted a grant application to FAA for the purchase of two pieces of snow removal equipment ("SRE"), a truck with a rotary plow (blower) and a truck with a plow and spreader. Following the required bid process, Board approvals, and offer of an AIP grant, PDA awarded contracts to two different manufacturers, based on low bids. The truck with plow and spreader was awarded to M-B Companies ("M-B") for the low bid price of \$376,358. M-B recently notified us that it is unable to provide the truck as indicated in its bid. This notification followed an earlier one indicating that production would be delayed beyond the agreed upon delivery date.

The M-B Companies low bid submittal was based on a heavy truck chassis to be constructed by International Trucks Inc. of Appleton, WI ("International"). Citing COVID-19 production line shutdowns, supply chain issues and the closure of a plant in the United States, M-B explained that International cancelled the purchase order that included the Pease truck.

In March of 2022, prior to the order cancellation by International, PDA again requested bids and received a grant to purchase the same type of SRE (truck with a blower and truck with a plow and spreader). This time M-B submitted low bids for both pieces. The Board approved the contracts with the purchase price of the plow truck being \$525,990. This second M-B plow truck chassis will be produced in-house by M-B, as International Truck was still experiencing production delays at the time of bidding.

In response to International's action cancelling the truck order and in an effort to honor the 2021 contract, M-B has offered to manufacture the plow truck in house along with the 2022 vehicle at the 2022 bid price. PDA would then receive two matching M-B trucks on roughly the same time frame for delivery. The price difference is \$149,452. This amount represents the cost to M-B of manufacturing the truck chassis in house instead of purchasing a truck chassis off the International production line.

As the FAA had not programmed an escalation contingency, the difference in cost would need to be borne by the PDA. FAA has advised that this situation of SRE manufacturers cancelling orders has occurred at other airports and those airports were unable to force the manufacturers to perform under the contracts due to reasons that were considered to be beyond the manufacturer's control.

The new plow truck is needed to replace 20 year old equipment. Staff is able to accommodate funding in FY 2024 for this approximately \$150,000.00 overage by realigning other planned expenditures. Upon Board approval of this action, PDA would issue a change order to M-B in the requested amount. FAA

funding would remain at the offered amount of \$376,538. With this additional PDA funding, M-B would produce a truck that will provide PDA with two plow trucks with matching parts and inventory and a proposed delivery date in line with our second M-B plow truck.

At the March 16, 2023 PDA Board of Directors' meeting, please request authority to issue a change order to the M-B Companies 2021 contract for the purchase of a truck with plow and spreader in the amount of \$149,452 to cover the difference in manufacturing costs to produce the truck chassis at the M-B Facility.

N:\ENGINEER\Board Memos\2023\SRE AIP 69 Grant Change Order ABP.docx

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby ratifies and approves entry into an agreement with Standard Insurance Company for continued Long Term Disability Insurance Coverage and Life and Accidental Death and Dismemberment Insurance coverage; all in accordance with the memorandum of Suzy Anzalone, Finance Director, and Tanya Coppeta Human Relations Manager, dated March 7, 2023, attached hereto.

TO: Paul Brean, Executive Director *P.B.*
FROM: Suzy Anzalone, Finance Director *S.A.*
Tanya Coppeta, Employee Relations Manager *T.C.*
DATE: March 7, 2023
RE: Insurance Renewal: Life and Accidental Death and Dismemberment
and Long Term Disability

The Pease Development Authority (PDA) currently provides employer paid Life Insurance, Accidental Death, and Dismemberment (LADD) coverage and Long Term Disability (LTD) coverage for its employees through Standard Life Insurance Company. The original agreement provided a three-year fixed rate structure. These coverages matured as of February 28, 2023, and new coverages were inadvertently not sought prior to the Board's January, 2023 meeting.

As a result, in order to maintain these coverages for its employees, PDA entered into a one-year, fixed rate contract with Standard Life Insurance Company in the amount of \$32,507.00. This agreement allows the PDA to switch to another insurance provider at any time, without penalty.

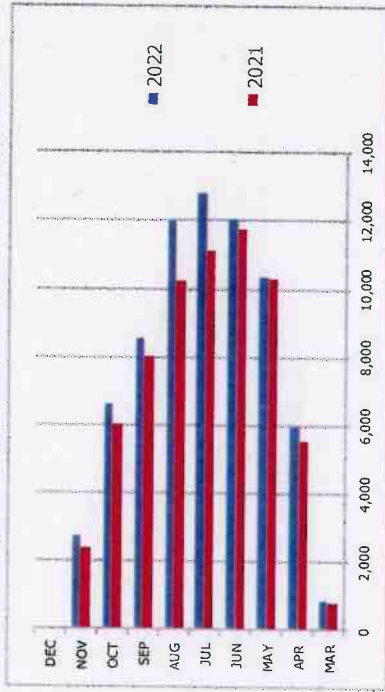
Concurrently, PDA worked with its insurance broker, Davis and Towle, to solicit quotes for coverage. Quotes were received from two companies, Standard Life Insurance Company and MetLife. The MetLife quote is approximately 15% lower in cost than the Standard Life Insurance Company quote. In addition to providing quotes for the existing LADD and LTD coverages, PDA requested quotes for Short Term Disability (STD) as well. STD would be an optional coverage and paid entirely by the employee if selected. At this time, PDA is reviewing the quotes and offered coverages in detail and intends to be back before the Board at its April 2023, meeting with a more detailed proposal for approval.

In the interim, at the Board's March 16, 2023, meeting please ask that the Board ratify the decision to enter into the agreement with Standard Life Insurance Company in order to allow the PDA to continue its LADD and LTD insurance coverages.

KEY GOLF COURSE BENCHMARKING DATA



ROUNDS OF GOLF PLAYED (SEASON)

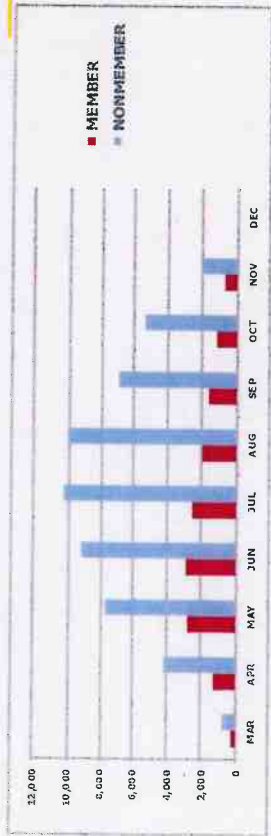


2022 SEASON 71,985
2021 SEASON 66,590

ROUNDS PLAYED 71,985 66,590 62,315

RAIN DAYS 51 49 66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



2022 ROUNDS- SEASON
MEMBER 15,333
NONMEMBER 56,452
TOTAL 71,985

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

| 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 | 13,652 | \$14,746 | NOVEMBER | 147,784 | 119,952 |
| DECEMBER | 21,235 | \$23,112 | DECEMBER | 171,720 | 138,710 |
| JANUARY | 27,493 | \$24,253 | JANUARY | 144,384 | 94,159 |
| FEBRUARY | 26,027 | \$26,580 | FEBRUARY | 141,590 | 109,814 |
| MARCH | | \$23,360 | MARCH | | 150,980 |
| APRIL | | \$4,429, | APRIL | | 190,483 |
| MAY | | \$135 | MAY | | 284,835 |
| JUNE | | \$517 | JUNE | | 312,758 |
| | \$95,679 | \$123,358 | | \$1,787,217 | \$2,361,932 |

| CLUB / COURSE FUNCTIONS | FY 2023 YTD | FY 2022 YTD |
|-------------------------|-------------|-------------|
| GROUPS 20-59 | 47,680 | 41,102 |
| TOURNAMENT PLAY | 172,931 | 106,939 |
| LEAGUES | 63,370 | 60,059 |
| FOOD AND ROOM FEES | 253,211 | 150,782 |

AIRPORT REPORT PERIOD ENDING FEBRUARY 2023

| ENPLANEMENTS | 2023 |
|------------------------------|---------------|
| Scheduled Enplanements | 8,095 |
| Chartered Enplanements | 3,057 |
| Total Enplanements | 11,152 |
| 2023 Enplanements YTD | 11,152 |

REVENUE PARKING (JAN & FEB)

\$76,713

1,563 Transactions @ \$49.26

FUEL FLOWAGE FEES (JAN & FEB)

\$91,525.29

Total Gallons
1,830,505

CRAF and DOD

58%

Commercial

23%

General Aviation

19%



Allegiant Schedule Announced

- BNA May-August
- PIE April-August
- SFB and PGD Capacity

February/March Forecasted Volume

- Three commercial flights on Saturdays

CBP Staffing 0700 – 1900

Memorandum

To: John Meehan, Airport Operations Manager *JM*
From: Sandy McDonough, Airport Community Liaison *SM*
Date: March 3, 2023.
Re: Noise Report for January, 2023

The Portsmouth International Airport at Pease received one noise inquiry in January 2023.

A Portsmouth resident called about the noise from a military C130 aircraft doing multiple take off and landings. Runway 16 was in use and the caller lives directly off the south end of the runway.

Memorandum

To: John Meehan, Airport Operations Manager *JM*
From: Sandy McDonough, Airport Community Liaison *SM*
Date: March 3, 2023.
Re: Noise Report for February, 2023

The Portsmouth International Airport at Pease received four noise inquiries in February 2023.

Two of the complaints were received while Runway 16 was in use:

- On February 9th, a Kittery resident called regarding two military F35's that diverted to Portsmouth due to weather. The Kittery resident was concerned about the noise and stated that they noticed more air traffic over the past year.
- On February 10th, a Portsmouth resident who lives directly south of the departure end of Runway 16 called concerning the noise and safety of two military KC46A's that departed Runway 16 one right after the other.

One of the complaints was received while Runway 34 was in use:

- On February 16th, a Portsmouth resident that lives directly south of Runway 34 called regarding loud aircraft noise that lasted for about 10 minutes. Two Italian military F35's departed Runway 34 in succession and its B767 support fueler departed two minutes after that. The two F35's circled overhead to meet up with the B767 refueler as it departed Runway 34.

The last complaint did not involve a particular Runway in use:

- On February 23, a resident of downtown Portsmouth called to complain about a small aircraft flying erratically side to side and doing circles. I was unable to obtain any information on a small aircraft flying erratically.



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PDA COMMITTEE LISTING – EFFECTIVE January 25, 2023

Standing Committees

Executive Committee

Stephen M. Duprey, Chair
Neil Levesque, Vice Chairman
Thomas G. Ferrini, Treasurer
Staff Contact: Brean/Blenkinsop

**Marketing and Economic Development
Committee**

Thomas G. Ferrini, Chair
Neil Levesque
Susan Parker
Staff Contact: Brean

Finance Committee

Thomas G. Ferrini, Chair (Treasurer)
Margaret Lamson
Neil Levesque
Staff Contact: Brean/Anzalone

Zoning Adjustment & Appeals Committee

Steve Fournier, Chair
Susan Parker
Stephen M. Duprey
Staff Contact: Blenkinsop/Mates

Airport Committee

Stephen M. Duprey, Chair
Steve Fournier
Margaret Lamson
Staff Contact: Brean/Mates

Ad Hoc Advisory Committees

**Capital Improvement and
Land Planning Committee**

Steve Fournier, Chair
Thomas G. Ferrini
Neil Levesque
Staff Contact: Blenkinsop/Mates

Transportation Management Committee

Margaret Lamson, Chair
Karen Conard
Susan Parker
Staff Contact: Mates

Golf Committee

Steve Fournier, Chair
Thomas G. Ferrini
Karen Conard
Staff Contact: Brean/DeVito

Port Committee

Neil Levesque, Chair
Steve Fournier
Karen Conard
Ex Officio: Chair DPH Advisory Council
Staff Contact: Brean/Marconi

Audit Committee

Thomas G. Ferrini, Chair
Stephen M. Duprey
Karen Conard
Staff Contact: Anzalone

Legal Bill Review

Stephen M. Duprey, Chair
Thomas G. Ferrini
Karen Conard
Staff Contact: Blenkinsop

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

MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of the submission by Unitil of a Utility Maintenance Statutory Permit-By-Notification application to NHDES to facilitate the planned pipeline improvements at the Ball Field Launcher and Receiver site; all in accordance with the memorandum of Michael R. Mates, Director of Engineering, dated March 9, 2023, attached hereto.

MEMORANDUM

To: Paul E Brean, Executive Director *PED*
From: Michael R. Mates, P.E., Director of Engineering *MRM*
Date: March 9, 2023
Subject: Unitil Gas Line Improvements – Wetland Permit Application

Last November, the Board approved licenses allowing Unitil/Granite State Gas Transmission, Inc. ("Unitil") to construct improvements at two locations on its pipeline that runs along the Tradeport border from Route 33 to the northeastern corner of the PDA property near the Spaulding Turnpike. The work at one of the locations, the site near the softball fields, requires a NHDES wetland permit. It has been PDA practice to not allow any entity to file permit applications unless the PDA Board has approved of the submission. For that reason, I ask that you bring this matter to the Board for consideration.

As a reminder, the improvements at both sites are needed to allow Unitil to conduct mandatory inspections of the pipeline. The equipment being installed provides a means for Unitil to insert and retrieve a pipeline inspection gauge (PIG) at specified points along length of the pipe.

If approved, Unitil would submit a Utility Maintenance Statutory Permit-By-Notification application. To be eligible for coverage under this type of application, the project must meet minimum impact criteria and have only temporary impacts associated with inspections, maintenance, and repair of existing utility assets. Staff believes the nature of the work justifies the need for wetland impacts.

At the March Board meeting, please ask the Board to approve the submission by Unitil of a Utility Maintenance Statutory Permit-By-Notification application to NHDES to facilitate the planned improvements at the Ball Field Launcher and Receiver site.

N:\ENGINEER\Board Memos\2023\Unitil Wetland Permit Ballfield.docx

**PEASE DEVELOPMENT AUTHORITY
PORT COMMITTEE MEETING
MINUTES**

Thursday August 11, 2022

Presiding: Neil Levesque, Committee Chair

Present: Steve Fournier, Committee Member
Erik Anderson, Committee Member

Attending: Geno J. Marconi, Division of Ports and Harbors Director;
Paul Brean, PDA Executive Director;
Anthony Blenkinsop, PDA General Counsel;
Roger Groux, Port Advisory Council Chairman

I. Call to Order

Director Levesque, Committee Chair, called the meeting to order at 8:30 a.m. in the Market Street Marine Terminal Conference Room at 555 Market St. Portsmouth, NH.

II. Acceptance of Committee Meeting Minutes: July 15, 2021

Director Anderson moved and Director Fournier seconded that the Pease Development Authority Port Committee accept the Minutes of the **April 14, 2022** Port Committee meeting. Discussion: None. All members agreed.

III. Public Comment:

Sue Reynolds, from Rye, spoke regarding the agenda items. The first one is to review the conditions of the waiver for Rye Harbor Lobster Pound. The certified motion outlines the conditions of the waiver which indicates there will be "active daily management" and there be "no impediment to other businesses". RHLP is advertising that they are a seafood restaurant with dine in and take out and customers arrive with expectations. Sue expressed concern that some RHLP customers have been told that they can use the Rye Harborside, which she said she manages and operates, picnic tables during the our hours of operation. There is a sign up during operating hours that indicate the tables are reserved for the snackbar customers, so the RHLP customers buy a water from the snackbar. The tables can be used after hours, however, the RHLP staff is not cleaning up after their customers that use their picnic tables so the trash doesn't get cleaned up until the next morning when Sue comes in. Her next concern is regarding the future of the Marine Facility, which was created to allow public access to the ocean (by statute). She asked what the plan is for the future and feels like it is in jeopardy.

IV. New Business

A. Welcome to Grant Nichols, Assistant Port Director

The Assistant Port Director position was created to support the current Division

Director and as part of a succession plan. Grant came back to the Port from NH Homeland Security. The Division is excited to have him back as he has many valuable skills and his past experiences will make him a valuable asset to the team.

B. Project Updates:

- i. Piscataqua River, Turning Basin Dredge, approximately 762,000 CY of dredge material was removed. 80%+/- was sand and went to Salisbury and Plum Island. The final inspection by the Army Corp of Engineers shows one high spot which needs to be corrected prior to the ACOE closing out the project and prevents opening the turning basin to the new width. This should be corrected during the next dredge window which begins in November.
- ii. Market Street Rehabilitation-the main pier rehabilitation is moving along. Discussion included the hydro-demo method, pilings, underwater work and schedule. Ships should be able to start docking and unloading road salt around October 1st. Granite State Minerals was awarded the NH DOT Districts road salt contracts for the year.
- iii. Portsmouth Fish Pier-the bulkhead project is being closed out. ARPA money \$1.25 million has been received to replace parts of the pier deck and x-bracing that have failed. The Division is in the process of reviewing a proposal from Appledore Marine Engineering for design through construction support for the pier repairs. Request for approval will be sought at the September PDA Board meeting. The next big job at the Facility would be to replace the building as it is falling apart. There is some money available through NH Fish & Game that could help get a start on concept planning and design for the building.
- iv. Hampton Float Improvement-this past spring some floats were replaced in Hampton. An aerial (drone) photo was passed out showing the new floats, and a section proposed for additional replacements. \$560,000 was awarded through the Governor's Office for Emergency Relief and Recovery.
- v. Market Street Security/Fence line upgrade-a Port Security Grant was received in 2018 which funded the replacement of the security fence surrounding the Market St. Terminal. The project is almost complete and includes a movable Jersey barrier system to allow for flexibility in moving oversized freight (ie: windmill blades, turbines, etc.) in and out of the facility.
- vi. Status of Rye Fuel Pier-2022 Annual inspections were completed and the systems passed but a fitting failed on the recreational side of the fuel system and is currently shut down. Stamped plans are required to apply for a DES permit which are currently being worked on but it doesn't look like the system will be up and running this season. Discussion included the importance of that fuel system is that it services first responders and emergency agencies.
- vii. Review Condition of Waiver Rye Harbor Lobster Pound, Rye Harbor- Director Marconi reported that the Division has eliminated the temporary parking on the driveway and added an entrance, exit and a fire lane. Personnel from the Airport and the Hampton facility have been being utilized for the required traffic control for Rye Harbor Lobster Pound. It has been needed and helpful. A police officer on the premises would help however, after numerous efforts and phone calls it is determined there is a shortage of law enforcement across State and Municipal police. Discussion included the fact that the volume of traffic continues to stress

the capabilities of the facility. Discussion included that there is a limit on the number of people that go on the whale watches, but also there is no way to know how many folks will come in on any particular day since it is the only public boat launch, the report that was submitted previously to the PDA Board, health inspector visits, and if the other conditions of the waiver and if they are being met. The water line was discussed, the main water line has been installed and there are 3 shacks connected to it now. Those 3 buildings have paid a fee for that connection to help offset the cost of the water line installation. Anyone who chooses to connect in the future will also pay the connection fee. There is discussion on assessing an annual fee for the water line service.

b. Initial/Defining Phase of Rye Harbor Study

- i. Review Existing Physical Conditions
- ii. Prepare and Mitigate Storm Conditions
 - a) Rock Revetment- Director Marconi showed photos of a storm at Rye Harbor which showed severe flooding in the parking lot. He suggested that any plans for the future of Rye Harbor would need to first address replacing the rock revetment to mitigate the impacts of storms. The facility was created when the ACOE created Rye Harbor in 1962 (ish) the dredge material was placed on marsh grass and made the parking lot that is there now. Each year the parking lot needs to be graded due to the washout.
 - b) Launch Ramp-improvements could include widening the launch ramp and adding a floating dock down the middle
 - c) Fuel System-options for relocating fuel system if/when the pier is replaced. In the meantime, concrete barriers have been put in place to protect parts of the fuel system on land.
 - d) Pile and Timber Pier-replace the existing pier with a steel pile and concrete deck and raise it up in anticipation of sea level rise. Discussion included options to move the dispenser, allowable length of hose, tying the fuel with the replacement of the dock, lengthening the dock (not an option as it is a federal navigation area) and that engineering reviews are needed to determine best course of action.
 - e) Paved Areas-tied into mitigating the storm conditions, engineers would need to determine what is stable and what is not stable
 - f) Property Elevation- typically after storms there is standing water for several days afterwards. Land is lost each year, again engineers would need to determine options. Exploratory discussions with PDA Engineering have determined that anticipated permitting costs would be astronomical as the entire facility is in the wetlands area.
 - g) Utilities-Rye water and electricity exist. Telecommunication lines are located in the Port office that go out underwater to Shoals Lab and Star Island.
- iii. Economic Review of Existing Conditions-Chairman Levesque asked the committee to consider the facility in 40 to 50 years. The protection of the facility from storm damage is a top priority. His thoughts are maintaining as a Marine Facility, maintain commercial fishing, maximize parking for the commercial side,

recreation, access for public, keep it a working water front, add picnic tables, and maximize revenues for the PDA and tax payers. A reference to the success of the Jenness Beach project was made. Discussion included the need to determine and define what type of facility we want there? Is it a marine facility, is it a park, or is it something in between? That needs to be determined prior to any engineering, concept studies etc. Fournier reiterated that the first concern should be to keep it a working water front and to address the storm issues so that in the next 50-60 years it will still be there. Future Parking and Infrastructure Requirements

- iv. Public Outreach
- v. Define Timeline
- vi. Funding Availability (**GOFERR**) Brean spoke on seeking GOFERR funding and the master plan, parking lot, launch ramp, and infrastructure. Request to allow staff to deviate from working on the master plan and allow the Division to put something before the Board to seek GOFERR funding (deadline is December) to address the immediate concerns for revetment repairs, fuel system repairs, pier repairs etc. This would allow the Division to complete projects that do not require extensive permitting. On a side note, Groux suggested that there is a State Park up the road which could possibly accommodate some of the retail operators that are currently at the Rye Marine Facility.

c. Upcoming Board items

- i. Report on use of ARPA funds-Discussion on the change of use of \$500,000 awarded for the Wetlands Mitigation for the BUILD and Functional Replacement project. The Army Corp would not approve the mitigation plan so in order to keep the BUILD project on schedule the Division had the option to make a payment to the NHDES Aquatic Restoration Mitigation (ARM) fund.
- ii. Request to approve a Delegation of Authority for any BUILD Project change orders to allow for immediate action in an effort to keep the project moving along.

V. Press Questions

There were no members of the press present.

VI. Adjournment

Director Fournier made a motion to adjourn, Director Anderson seconded and the meeting adjourned at 9:50 AM.



Division of Ports and Harbors Advisory Council
555 Market St.
Portsmouth, NH 03801
Tel 603-436-8500
Fax 603-436-2780

**PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, DECEMBER 14, 2022 6:00 PM**

PRESENT: Roger Groux, Chair
Brad Cook, Vice Chair
Jeff Gilbert, Treasurer (arrived at 6:30)
Erik Anderson
Mike Donahue
Chris Holt
Bill McQuillen
Chris Snow
Geno Marconi, Director, PDA-DPH
Grant Nichols, Assistant Port Director

1. **CALL TO ORDER**

The meeting was called to order at 6:02 PM

2. **APPROVE MINUTES**

Erik made a motion to accept the October 12, 2022 minutes, Bill seconded, no further discussion, all members were in favor and the motion passed.

3. **FINANCE REPORT**

Geno commented that there have been 3 salt ships since the last meeting, bringing in revenue. Reminder that the mooring and pier use permit revenues are starting to flow in with the bulk of them arriving January – March 2023. It was noted that fuel sales are well above budget.

4. **PISCATAQUA RIVER VESSEL TRANSIT REPORT**

The November report was presented and discussed briefly. One propane tanker so far this month. Chris Snow asked if this could be posted at the Kittery Point Yacht Club, yes, it is public information. It is also posted through the Propeller Club.

5. **DIRECTOR'S REPORT**

Geno explained the items in the meeting packet that were approved at the November 17, 2022 PDA Board Meeting, there were no questions from the members.

- Granite State Minerals, Deferment of Annual Guaranteed Revenue Payment
- Bulk Fuel Deliveries-NAS Fuels LLC dba Atlantic Fuels
- Bulk Fuel Deliveries-Broco Oil Inc.
- Initial Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates-recommending for adoption at the

The construction project is ongoing, the deck is good, no issues/damages with the recent salt ships. The pilings are going in, once they are all in construction will be suspended until spring. Discussion on the pending change orders for the project. One has been approved, and

no others have been submitted. The hydro-blasting to demo the deck was not a change order, it was a change of “means and methods” which expedited the demolition of the decks. Discussion on waste water from the construction.

The Division had a meeting with NHDOT last week on the Functional Replacement Project. The 85% plans have been submitted to all parties, hard copies will be provided to the Port. Some delays due to test boring which are required by the Army Corp. There is only one barge in the area that does them.

The next legislative session is coming up and the Division will go and attend the Capital Budget hearings.

6. NEW BUSINESS

Notice of Annual Meeting-January 11, 2023. Discussion on who is planning to attend as need to determine a quorum. Mike will not be able to attend. Jeff indicated he would be out of town and asked about calling in or using a ZOOM link. Brenda to follow up. The Council requires 5 members to make a quorum.

7. OLD BUSINESS

Roger spoke about the Boat Registration Study Committee, it's being reorganized at this time so no new meetings are scheduled. The Coast Guard has issues with some of the “add on” fees, such as the milfoil, search and rescue fees. Brad spoke about a proposal that was introduced around 1989, that would have raised the registration fees. Brad seems to remember Erik leading a charge to exempt/reduce commercial vessels from those fees as they would be in the thousands, per year. It is possible that the tidal/inland choice will be removed as an option when registering the boat.

8. COMMITTEE REPORTS

- Business Development/FTZ- Mike spoke about the Propeller Club presentation given by Tim Winters from Sprague. It was a good reminder of all the happenings up the river.
- Dredging- The 107 Feasibility Study for the Hampton shoaling was approved to move forward. The Simplex shoaling area should be done every 5-7 years, and approx. 42,000 CY is estimated to be taken out next year. The low water draft will need to be kept at 30'. The new turning basin is open and has been used a couple of times. There is still an obstacle in the center but it is at 34.5' and the ships are drafting at low water 32' so it hasn't been a problem. ACOE should be coming back at some point to bring it down to the 36' noted in the dredge contract, the hope is it will be done when Simplex shoal is done, awaiting confirmation. Coast Guard will be bringing buoys up there. The current pilot in training is studying for the federal piece. There have only been 2 pilots over the last five years.
- Fisheries- Erik reported that Sat Dec 13 and Jan 7th are the Commercial Registration days at the Dover Point DMV. As in the past, the fishing community greatly appreciates the opportunity to “one stop shop” to complete the necessary Fish & Game, Dept. of Safety and Port Authority annual paperwork. Preliminary site determination for offshore wind farms in the Gulf of Maine. Right Whale regulations are delayed for 2 years to determine if the risk reduction goals (90%) can be met.

Bait and fuel prices, and the labor market are impacting the local fishing industry and trips are slowing down.

- Government-Following up from last month's discussion, Bill reported that the City of Portsmouth is still in favor of a fixed bridge to replace the existing New Castle/Rye bascule bridge which runs over the navigational route to the Back Channel and Sagamore Creek.
- Moorings-nothing to report. Follow up discussion on the mooring software that Chris mentioned last month. The Port is continuing to look into the program.
- PDA Liaison- no report
- Recreational Piers- Brad reported inquiries are coming in for winter and summer storage. Pier use permit renewal apps are going out.

Geno reported on a training program from a company called "Boat Wise" that trains people to obtain their 100 ton Captains License. Arrangements are being made now for a class at the PDA office in February. If anyone knows anyone that would be interested, please pass the information along. The class is 80 hours in person and are held Thurs and Fri evenings and all day Sat & Sun for 2 weeks. Boat Wise is certified by the Coast Guard to administer the test and issue completion certificates. The website is <https://boatwise.com/>. Discussion on the Fish & Game boat that arrived at the Burge Dock this past summer.

9. PUBLIC COMMENT

There were no members of the public present.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Bill made a motion to adjourn the meeting, Chris S. seconded and the meeting adjourned at 7:00 PM.



Division of Ports and Harbors Advisory Council
555 Market St.
Portsmouth, NH 03801
Tel 603-436-8500
Fax 603-436-2780

PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, JANUARY 11, 2023 6:00 PM

PRESENT: Roger Groux, Chair
Brad Cook, Vice Chair
Jeff Gilbert, Treasurer (by ZOOM)
Erik Anderson
Mike Donahue (by ZOOM @ 6:10 PM-was not present for election votes)
Chris Holt
Bill McQuillen
Chris Snow
Geno Marconi, Director, PDA-DPH

1. CALL TO ORDER

The meeting was called to order at 6:02 PM

2. APPROVE MINUTES

Erik made a motion to accept the December 14, 2022 minutes, Brad seconded, no further discussion, all members were in favor and the motion passed.

3. FINANCE REPORT

Jeff commented that the notes on the report are helpful as they seem to capture the positive trends. Revenue is tracking above forecast, and expenses are not tracking up as much. Overall, the operation is tracking at approximately \$250,000 positive to the budget. This appears to be across the board.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The December report was presented and discussed briefly, including discussion on the coal barges. A 6 oil barge came in for 2 docks. All the usual cargos are present on the report. Overall last month was pretty good to finish up the year.

5. NEW BUSINESS-ELECTIONS OF OFFICERS

Nominations and elections were held for the officer positions. Incumbent officers were reelected as follows:

- Treasurer-Jeff Gilbert: Motion by Chris H, second by Bill. All in favor.
- Vice-Chair, Brad Cook: Motion by Chris H. second by Erik. All in favor.
- Chair, Roger Groux: Motion by Brad C. second by Chris H. All in favor.

6. DIRECTOR'S REPORT

Geno explained the items in the meeting packet that were approved at the December 15, 2022 PDA Board Meeting as follows:

- Reports
 - LW Morgridge, Right of Entry, Market St. Terminal
 - DiTucci (dba Lawrence Tank), Right of Entry, Hampton Harbor Marine Facility
- Approvals
 - On Call Marine Engineering **Contract-Appledore** Marine Engineering, LLC.- Discussion on process which includes a qualification based selection. 3 engineering firms sent in SOQ's. A matrix was developed and companies were scored, interviews were held at the Port office with a panel that included 4 members of the Port staff, the engineering lead from PDA and the Chair of the PAC and one member of the PAC.
 - ACOE ROE for Hampton Harbor jetty repair being done by the Army Corp of Engineers. Under the project partnership agreement the Division is providing a place for a construction trailer and parking and a written agreement is required, hence the request for PDA approval.
 - Adoption of Pilotage Fees – Effective Jan 1, 2023

Geno reported on these other items:

- There are 2 salt ships coming in, one on Monday and the second right behind it. The deck is almost complete, and there are 3 mooring cleats to be replaced and then it will be done. The in water placement of the pipe piles is in process. They have been hitting some obstructions which have slowed the process down a bit. When the warm weather comes they will be able to place the concrete.
- Hampton floats-Riverside and Pickering is finishing up the last of the floats and will be placed in the spring
- Specifications for the X bracing and decking at the Portsmouth Fish Pier is in process. When it's done it will go out to bid. This project is funded by ARPA funds. On that note, there are 2 capital requests and include money for dredging the main pier and money to replace the building at PFP. Several minutes of discussion on the details of the dredging, borings for samples, costs, mitigation, and the permitting process.
- Rye: Going to board at their next meeting for approval of a proposal by Lakes Region to do work on the fuel systems on the recreational dock. Geno described the project in detail. Discussion included cost vs. benefit, impacts of storms, and a description of burying the existing line with stone and jersey barriers. Further discussion regarding ARPA funding, requests have been submitted but we haven't heard back. Grant is taking the lead on that. A comment was made that the property is state owned and exempt from town ordinances. Discussion on the shacks, and the possibility of raising them up. They are currently on blocks and are considered "not permanent" and movable. The Rye office building had a few inches of water in it from the last storm, some concern was raised about mold in the building so the Division had the contracted environmental company evaluate and clean up the damage.

7. COMMITTEE REPORTS

- Business Development/FTZ- Mike spoke on an FTZ application for a beverage can manufacturer in Nashua. They will be assembling cans and won't pay duty on the full size aluminum sheets that come in or the scrap created in the process of making the cans. They will pay duty on the finished product. Mike said the information is a good reminder of how a manufacturer can take advantage of the FTZ to pay lower duty fees. Further discussion on Millipore's FTZ operations and although the detailed information is business proprietary, they are saving "a lot" of money on duty rates. Mike & Roger went on to talk about the Offshore Wind upcoming public meetings. BOEM is moving ahead quickly and has developed a preliminary map of the proposed lease areas. An email was sent out from Brenda to the Council with the dates and times of all public hearings.
- Dredging-Chris H. had no changes from the last report
- Fisheries-Erik reported that it's been a quiet winter, there may be some folks scalloping soon. Chris H. noted the pilots haven't seen any fishing boats or buoys, which is sad. Geno noted comments from the Commission meeting, and the detailed letter that the Commercial Fishing industry wrote received a lot of positive feedback from the people at BOEM. Erik reported on the Right Whale situation, it seems to have quieted down as some of the additional measures that they had to comply with as the State of Maine passed a bill that put a hold on any regulations for the lobster industry in Maine for 6 years. Brad asked about a proposal for a 10 knot speed limit, is there a status update? Geno said that the American Association Port Association and North American Port Association and the American Pilot Association are known to be addressing the topic. Discussion turned to an appropriation of \$20 million per year for research and other items for the Right Whale issue. Erik indicated rope-less gear could cost about \$5000 per buoy.
- Government-Bill reported that the new base commander at the Coast Guard station is working on identifying the regional assets, in particular for LPG tanker deliveries in the river, to coordinate efforts to help each other out as agencies are all stretched thin.
- Moorings-Chris S. said the last Commercial day at the DMV was Jan 7th. Mooring and waitlist permit renewals are coming in steadily. March 1st is the deadline. Geno added that F & G reported that about 80 commercial licenses were processed between the 2 events.
- PDA Liaison-No report on PDA. Roger said the committee to study boat registrations is still up in the air. Legislation should be coming.
- Recreational Piers-Nothing further from Brad.

8. OLD BUSINESS

Mike spoke on the positive process the Director conceived and carried out as it related to the selection of the On Call Marine Engineer. Having the opportunity to have participated, one of the things he learned is there is a reservoir of expertise in this area that is active throughout the country but a lot of them are located right here in the Seacoast and there were a lot of qualified people to choose from. Roger mentioned that the Chinese has built an 18mw floating windmill, which is the largest by far at and about 350' high. The biggest so

far is 16 mw. Geno mentioned that BOEM has a new Director. Discussion turned to the last storm in December and how Whit Anderson from the Port saved a NOAA vessel at the Coast Guard Station, 9 lines had parted and the vessel was very unprepared for the storm. Port staff were able to bring extra lines and secure the vessel. The Coast Guard was unavailable at the time. Geno mentioned he will be reporting this to the PDA Board at their next meeting. Geno has heard from several dignitaries complimenting them.

9. PUBLIC COMMENT

There were no members of the public present.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Chris H. made a motion to adjourn the meeting, Erik seconded and the meeting adjourned at 7:00 PM.





PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA 

FROM: Geno J. Marconi, Director, DPH 

DATE: January 17, 2023

RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7824, from Todd Smith to Michael Wilson.

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

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

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

Division of Ports & Harbors

Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TS*
Re: Commercial Transfer
Date: January 16, 2023

Todd Smith and Michael Wilson are requesting the transfer of a Mooring Permit (#7824) in the Seabrook Harbor mooring field. Attached is documentation of Wilson's commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Smith. Michael Wilson has asserted that he understands that the mooring must remain in commercial use.

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

I recommend that permit #7814 be transferred to:

Michael Wilson
118 Folly Mill Rd
Seabrook, NH 03874



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *lsb*
FROM: Geno J. Marconi, Director, DPH *(u)*
DATE: January 17, 2023
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #8169, from Kyle Lentz to James Comosa.

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

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

Division of Ports & Harbors

Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *MS*
Re: Commercial Transfer
Date: January 16, 2023

Kyle Lentz and James Comosa are requesting the transfer of a Mooring Permit (#8169) in the Seabrook Harbor mooring field. Attached is documentation of Comosa's commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Lentz. James Comosa has asserted that he understands that the mooring must remain in commercial use.

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

I recommend that permit #8169 be transferred to:

James Comosa
221 Exeter Rd
Hampton Falls, NH 03844



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *Pag*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: February 2, 2023
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #8036, from Joyce Love to William Herrick.

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

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

○ ○ ○ ○ 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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TMS*
Re: Commercial Transfer
Date: February 2, 2023

Joyce Love and William Herrick are requesting the transfer of a Mooring Permit (#8036) in the Hampton Harbor area 1 mooring field. Attached is documentation of Herrick's commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Love. William Herrick has asserted that he understands that the mooring must remain in commercial use.

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

I recommend that permit #8036 be transferred to:

William Herrick
77 Dodge Road
Rowley, MA 01969



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *PAB*
FROM: Grant M. Nichols, Asst. Director, DPH *G.M.N.*
DATE: February 24, 2023
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #1634, from William Hewlett, Jr to Michael Leary.

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

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

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

Division of Ports & Harbors Memorandum

To: Asst. Director Grant Nichols
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: February 24, 2023

William Hewlett, Jr and Michael Leary are requesting the transfer of a Mooring Permit (#1634) in the Hampton Harbor area 1 mooring field. Attached is documentation of Leary's commercial enterprise in the form of his commercial saltwater fishing license. Also attached is the transfer request and bill of sale from Hewlett. Michael Leary has asserted that he understands that the mooring must remain in commercial use.

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

I recommend that permit #1634 be transferred to:

Michael Leary
3 Orchard Dr
Hampton Falls, NH 03844

RYE HARBOR MARINE FACILITY



**Report prepared by: Grant Nichols, Assistant Director
of the Division of Ports and Harbors**

Dated: February 6, 2023

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Introduction

Written following discussions with numerous Rye Harbor business owners, recreational and commercial mooring holders, Town of Rye officials, PDA-DPH employees, and members of the Port Advisory Council, this report has been compiled in order to capture the information to identify:

1. The existing uses of the Rye Harbor Marine Facility;
2. The facility's general economic impact;
3. Options to improve current business operations;
4. Potential infrastructure improvements to increase efficiencies;
5. Aspirational options to improve business operations within the facility; and,
6. Environmental / site challenges.

Rye Harbor History



Rye Harbor Circa 1940

Prior to 1962, the vast majority of the Rye Harbor Marine Facility was a wetlands marsh, similar to the area found between the access road and Harbor Road to the south. The spoils from the dredging that occurred in the harbor in 1962 were placed on shore in the then existing marsh which created a facility measuring approximately 8.52 acres.



Rye Harbor 1962 – Post Dredge

In 2002, the roughly 3.75 acres between the access road and Harbor Road to the south, were subject of a marsh reclamation project, leaving just under 5 acres of usable space for all of the operations within the facility. The facility was originally owned and managed by the NH Department of Resources and Development (DRED) until it was transferred to the Division of Ports and Harbors (DPH) in 2005.



Business Activity

Rye Harbor is best described as a marine transportation facility that primarily supports the New Hampshire commercial fishing industry. The Harbor also supports tourism and transportation charters, two businesses that sell prepared food, and a number of other maritime businesses, such as businesses that buy catch from the commercial fishing fleets and vessel maintenance companies. The Harbor provides direct ocean access to recreational boaters who launch their vessels from the facility's launch ramp and supports year round vessel storage and fueling capabilities for both recreational and commercial vessels.

The businesses in the harbor that appear to attract the most customers are Granite State Whale Watch (GWW) and its affiliated snackbar / food service business known as Rye Harborside (RHS), and the Rye Harbor Lobster Pound (RHLP). GWW is a large scale whale watch business that attracts over 12,000 visitors during the season, which generally runs from June through early October. GWW is the only large scale whale watch business providing this kind of excursion on a full-time basis in New Hampshire. GWW's snackbar / foodservice operation, RHS, sees approximately 900 transactions¹ in a given season. On a yearly basis, about 800 of those transactions are with one-time visitors. The remaining 100 transactions are generally with repeat customers. RHLP runs a business selling live lobsters and restaurant style meals from the two-shacks it operates on the main access road. Though its 2022 seasonal transaction count is not available at this time, RHLP's seasonal transaction average between 2018 and 2021 was 14,367 transactions over an average of 139 days of operation per season.²

¹ A "transaction" is any single customer sale, regardless of the size of the order.

² Information on transactions was provided by the referenced businesses.

Charter Boat Activity: There are twelve charter boat businesses operating at Rye Harbor providing fishing excursions, sightseeing tours, and transportation services to the Isles of Shoals. These businesses do the majority of their business in late May through early September each season. Six of the twelve businesses provided information on the numbers of trips and passengers they saw during that time frame.

| Respondent | Trips | Passengers (Avg.) |
|-------------------------------------|------------|---|
| #1: Charter Fishing | 30 | 6 Per Trip; 180 +/- |
| #2: Charter Fishing, Tours | 40 | 3 Per trip; 120 +/- |
| #3: Charter Fishing, Tours | 45 | 3 Per trip; 135 +/- |
| #4: Charter Fishing | 50 | 8 Per trip; 400 +/- |
| #5: Charter Fishing, Tours | 96 | 5 Per trip; 480 +/- |
| #6: Sight Seeing and Transportation | 224 | Sightseeing; 70 Per Trip x 140 trips; 9,800 +/- Transportation; 17 Per Trip x 84 trips; 1428 +/- |
| Totals (May – September) | 485 | 12,543 Passengers over 100+/- days |

Commercial Fishing Activity

Data provided by New Hampshire Fish and Game (NH F&G) illustrates the impact commercial fishing activity has on the fleet using the commercial pier and the local economy. Commercial fishermen are required to report their landings, which NH F&G tracks by weight and total market value.

There has been an increase in fish landings at all three facilities DPH manages since 2018. Renee Zobel, who administers the Marine Resources Program for NH F&G, advises that lobster harvesting has stayed fairly consistent in New Hampshire state waters over time and that the majority of increases are catch being landed from federal waters. Ms. Zobel was not able to provide a breakdown of species caught by weight as that information is confidential, but she was able to provide a table showing the diverse number of species of fish being harvested in area waters. This information can be provided if there is interest in reviewing. She also offered that some of the species other than lobster harvested represent species identified in emerging fisheries / markets.

| Year | Fishers | Dealers | Lobster (lbs.) | All other (lbs.) | Total weight | Value |
|------|---------|---------|----------------|------------------|------------------|------------------------|
| 2018 | 49 | 29 | 171,487 | 545,529.34 | 717,016.34 | \$1,173,924.62 |
| 2019 | 66 | 31 | 101,324 | 914,572.33 | 1,015,896.33 | \$1,096,983.83 |
| 2020 | 56 | 25 | 285,364 | 808,990.96 | 1,094,354.96 | \$1,926,641.18 |
| 2021 | 62 | 26 | 345,118 | 804,555.70 | 1,149,673.70 | \$3,253,642.95 |
| 2022 | 44 | 22 | 268,705 | <i>compiling</i> | <i>compiling</i> | \$2,212,200.54* |

* To date as of 12/12/2022

It should be noted that the fishermen in this report landing in Rye Harbor pay a Pier Use Permit fee in order to land their catch. The dealers purchasing those lobsters from the fishermen do not. **Requiring dealers** to enter in to a right of entry (ROE) for use of the facility and requiring that **they provide proof** of insurance would be wise. Charging a fee for use of the facility also represents an opportunity to increase revenues in order to support the operation of this public facility.

First Responder Support

Rye Harbor also supports numerous First Responder agencies, to include the New Hampshire Marine Patrol, NH F&G, and the Department of Environmental Services, which uses the facility to launch, recover, and fuel its vessels. The United States Coast Guard frequents Rye Harbor and considers Rye Harbor a potential alternate fueling location should its system at Station Portsmouth Harbor go down for maintenance or otherwise. Rye Fire Department stores its Search and Rescue Jet Ski at Rye Harbor, which it uses to respond to maritime search and rescue calls. A video link which shows how the Jet Ski is used can be found below this paragraph.

The Rye Fire Department is the primary provider of medical aid at the Isle of Shoals and the responding department for Rye Harbor. In 2022, Rye Fire Department responded to four medical aid calls in Rye Harbor and nine medical aid calls involving Star Island where Rye Harbor factored in to the response, e.g. an injured person being transported to the dock where the Fire Department met the boat and provided treatment. An additional 14 calls for service requiring the use of the Fire Department's Jet Ski occurred during the year as well. These calls generally involved persons stranded on the rocks while at sea in smaller watercraft.

Video Link to Rye FD Jet Ski demonstration:

<https://www.facebook.com/RyeFireRescue/videos/307046134556863>

Jurisdiction and Authority

The PDA, acting through DPH, has;

"...the responsibility for and jurisdiction over state-owned commercial piers and associated facilities, including the establishment of permit programs...wait lists ... [and] fees. (RSA 12-G: 42, Additional Powers and Duties, Para. IX). Additionally, as it related to fees, PDA/DPH with the approval of the Board may set and collect fees related to "wharfage, dockage...mooring permits and waitlists... [and] Fees relating to state-owned commercial piers and associated facilities..." (RSA 12-G: 42, XI).

Further, DPH's statutory charge under 12-G:43 provides that DPH shall...

"Plan for the maintenance and development of the ports ... in order to foster and stimulate commerce and ... commercial and industrial interests that may depend on the sea for transport of products, including such interests as may be desirous of locating in tidewater areas of the state; as well as to encourage the establishment of accommodations for the boat traveler, the area boat owners, the pleasure fishermen, and others who pass up and down our coast line or in its tributaries. [RSA 12-G 43, (a)]

Aid in the development of salt water fisheries and associated industries. [Id at (b)]

Cooperate with any agencies or departments of the federal government in planning the maintenance, development, and use of the state ports and state tidal waters. [Id at (c)]

[and] Perform such other duties and functions relating to the administration, management, and operation of division property and division projects as are assigned to the division by the authority. [Id at (f)]."

General Financial Situation

With the exception of FY 2022, Rye Harbor as its own business unit within DPH, has generally operated in the black over the last five years, with revenues being directed to capital improvements at the facility that are non-grant related. Some outliers for consideration are identified here:

- Rye Harbor's net income increased in FY 20 because of the funding related to the Army Corps of Engineers (ACOE) dredging of Hampton Harbor.

Note: PDA-DPH's statutory charge requires DPH to collaborate with federal agencies as it relates to the maintenance of navigation channels in the tidal waters as the State sponsor. PDA-DPH's ability to receive funding from the federal government through the ACOE relies heavily on the commercial nature of the activity in Portsmouth, Rye, and Hampton Harbors. Though the state pays a cost match generally set at 25%, the federal government absorbs a large majority of the costs and the federal administrative requirements.

- In 2021, Rye Harbor saw an increase in weather related maintenance and a spike in snow removal costs.
- Rye Harbor saw more weather related repairs in FY 2022, the additional costs of the installation of a dedicated fire lane, and increased snow removal costs.

| | FY 2018 | FY 2019 | FY 2020 ¹ | FY 2021 ² | FY 2022 ³ |
|----------|--------------|--------------|----------------------|----------------------|----------------------|
| Revenue | \$243,981.00 | \$303,871.00 | \$904,091.00 | \$337,885.00 | \$335,091.00 |
| Expenses | \$187,133.00 | \$250,733.00 | \$828,353.00 | \$312,457.00 | \$409,011.00 |
| Net | \$ 56,848.00 | \$ 53,138.00 | \$ 75,738.00 | \$ 25,428.00 | -\$ 73,920.00 |

¹ Includes \$585,000.00 of funding and expenses related to the Rye dredging project.

² \$37,000 in repairs and \$19,500 in increased snow removal costs.

³ \$53,800 in repairs; \$46,000 to convert 30-minute parking to a Fire Lane; \$21,575 in increased snow removal costs; \$121,375 in increased total expenses. Note: But for these increases, Rye would have seen a \$47,455.00 net profit.

Rye Harbor Access Agreements Pier Related Permits

DPH administers a variety of pier related permits within Rye Harbor that authorize certain uses of the facility's piers, as further described below:

| Permit Fees | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Annual Pier Use | \$15,600 (50 Vessels) | \$22,480 (60 Vessels) | \$26,154 (63 Vessels) | \$29,316 (70 Vessels) | \$25,202 (59 Vessels) |
| Single Use Pier Permits | \$ 1,314 | \$ 227 | \$ 440 | \$ 216 | -0- |
| Skiff Permits (Rec) | 30/\$1,500 | 28/\$1,400 | 30/\$1,500 | 30/\$1,500 | 30/\$1,500 |
| Skiff Permits (Com) | 43/\$2,150 | 51/\$2,550 | 51/\$2,550 | 52/\$2,600 | 49/\$2,450 |

Pier Use Permits:

An Annual Pier Use Permit allows the permit holder to utilize space on the pier on a non-exclusive temporary basis during the permit's term. The Pier Use permit may be issued to an applicant engaged in commercial fishing, charter, or cargo operations. Off-site businesses may apply for a Pier Use Permit by articulating the needed pier use and what facility or facilities they need access to.

A Single Use Pier Use Permit allows use of the pier on specific occasion and is issued to the owners or operators of transient commercial fishing vessels only.

Examples of Pier Use Permit Fees:

- **DPH:** The permit fee for an Annual Pier Use Permit is \$12.00 per foot of the vessel the permit is being issued for. A \$200 minimum fee is also established within the fee structure so for example, if a person sought Pier Use for a vessel that is 14' in length, PDA-DPH would collect the \$200 minimum fee rather than \$168 using the \$12 per foot fee.

The Single Use Pier Use Permit fee is calculated at \$6 per foot of the permitted vessel.

- **Kittery, ME** – Kittery charges \$10 per foot for a resident and \$20 per foot for a non-resident for annual pier-use. Kittery charges a \$50 single pier-use fee for residents with non-residents paying \$100.

- **Bar Harbor, ME:** Bar Harbor's "*Commercial Use Fee*" generally mirrors the PDA-DPH Pier Use Permit. It is exclusive to those engaged in commercial fishing, granting use of hoists, docks, ramps, dumpsters, and a parking permit for \$250.

Like the PDA-DPH Pier Use Permit, Bar Harbor will grant off-site businesses limited pier use through a permit. Their "Seafood Buyers Permit" grants off-site business the right to enter the facility and use the loading zones and hoists for \$5,000.00 annually.

Skiff Permits: A Skiff Permit allows those holding a commercial mooring permit or recreational mooring permit at Rye Harbor to secure a skiff to the skiff dock. Skiffs are used by mooring holders to travel from the dock to their mooring in the mooring field. In the past five years, the harbor has seen an average of 78 commercial and recreational skiffs in the harbor.

Examples of Skiff Fees:

- **DPH:** DPH charges an annual \$50 fee which appears to be fairly average based on a review of other facilities, with some notable outliers.
- **Kittery, ME** – Kittery charges \$50 for a resident skiff permit and \$120 for non-residents.
- **Newburyport, MA** – Newburyport charges \$250 for a skiff permit which they refer to as a “Dinghy Permit”.

Moorings, Mooring Permits and Waitlists

Types of moorings and general rules – As a primer for this section, it is helpful to briefly review the several types of moorings that DPH permits and how they are impacted by the mooring waitlist.

DPH currently permits 1,532 moorings in 29 mooring fields within the tidal waters of New Hampshire. There are seven different types of moorings, all of which have slightly different requirements as it relates to application, reapplication, and permitting.

- Types of Moorings:
 - General use mooring permit: A general use mooring permit may only be held by an individual who is *an owner* of the vessel the permit is issued for and cannot be held by a corporation or a trust. The phrase “*an owner*” is important as many people co-own vessels because of the expense. Regardless of how many “owners” there are of a vessel, only one can be named on the general use mooring permit.

A general use mooring permit holder may submit an application to change the category of his or her existing mooring to a commercial use mooring permit at any time during the permit year provided he or she meets all of the commercial mooring application requirements contained within the Commercial Use Mooring Permit requirements found in Pda 506.08. Should they do so the permit must remain commercial and cannot return to general use.
 - Commercial use mooring permit: The holder of a commercial use mooring permit must produce documentation upon application or annual reapplication showing that the mooring was in fact used commercially. In the case of a fisherman he or she must produce the current boat registration and fishing license, as well as proof of the sale of licensed species during the previous year. A charter boat permit holder must produce a captain’s license, two forms of advertising, and documentation showing good standing with the Secretary of State.
 - Commercial mooring for hire mooring permit: A commercial mooring for hire permit must be held by a shorefront property owner. In most cases this is a marina or yacht club. A landlord that rents the property may also qualify and allow the occupying tenant the use of the mooring. The authority to grant a commercial mooring for hire belongs to the Board of Directors, which has delegated that authority to the Executive Director.
 - General use and commercial nearshore moorings: A nearshore mooring can generally be placed anywhere within the high water-mark at the shoreline and the low water-mark in the nearshore area of any mooring field or sub-field. These moorings are not as desirable as those found in the main mooring field as the vessel on the mooring is quite often unusable at low-tide. Other than being closer to shore

in shallower and sometimes less navigable water, the requirements for obtaining this type of mooring are identical to moorings found in the main mooring field.

- Temporary seasonal use mooring permits: Temporary seasonal use mooring permits are moorings at the location of an existing general use, commercial use, or shorefront property mooring, which the permittee has elected not to use for the season. The next person on the waitlist is entitled to apply for the use of that location for that season. It cannot be done for consecutive seasons and must be applied for during reapplication. To date none has ever been issued by DPH.
- Shorefront property owner mooring permit: The owner of shorefront property is entitled to one mooring permit exempt from the waitlist. It must be in the shorefront property mooring area, which essentially means in front of the property. The permittee must produce a copy of the deed, tax map, and recent tax bill, as well as the boat registration upon initial application. Upon reapplication the deed and tax map are not required.
- Non-revenue mooring permit: Non-revenue mooring permits are issued to State agencies and do not require the payment of the fee. The majority are held by UNH and DES. There is one non-revenue mooring located in Rye Harbor reserved for the use of DPH.
- Waitlists and general rules – Unless one is the owner of shorefront property it is necessary to apply for the waitlist to obtain a mooring permit. An applicant remains on the waitlist as long as they reapply each year. The length of time one must wait varies by location, with Rye Harbor being one of the longest waits at about 30 years. There are some areas in State tidal waters with no waitlist, such as some areas of Little Bay or the Piscataqua River. When an opening occurs in a waitlisted area it is offered to the top 5 on the waitlist by certified mail. The mooring permit(s) are then issued in that order. The application is reviewed by a staff member who coordinates the permit process. It is then reviewed by the local harbormaster and the Chief and Deputy Chief Harbormasters to ensure it is a complete application and that the applicant is entitled to that permit.

A mooring permit is for a specific location. It allows the permittee to place their property, the block, chain, and ball, in State waters. It is the permittee's responsibility to ensure that the equipment is adequate and that it stays in the assigned location.

Moorings cannot be loaned out. The assigned boat is the only one allowed on a mooring unless it is a skiff used to access that mooring. If a permit holder wishes to change the assigned boat they must produce the registration and pay the difference in fee, if any.

Mooring balls must be labelled with the permit holder's last name and the permit number. Reapplications are sent out at the first of the year and must be returned complete to the DPH by March 1st or within 10 business days if accompanied by the late filing fee. The review process is the same as that for a new application.

- Transferability – A mooring permit may be transferred in only two instances:
 - Transfer to Spouse: A general use mooring permit, commercial use mooring permit, or shorefront property mooring permit may be transferred to the surviving spouse in the event of the death of the permit holder.
 - Commercial Mooring Transfers: It is possible to apply for the transfer of a commercial use or commercial for hire permit concurrent with the sale of a business or business unit. The Board of Directors has delegated the authority to approve such a transfer to the Executive Director who then reports that transfer to the Board. In such a case the application is subject to the DPH internal review process, but then is

reviewed by the Division Director and PDA legal counsel before consideration by the Executive Director.

Moorings in Rye Harbor – There are a total of 152 moorings in Rye Harbor. The break down is 63 commercial, 83 general use, 5 shorefront, 1 non-revenue.

| Moorings Data | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------------------|-----------------|--|---------------------|---------------------|---------------------|
| General Use Moorings | 46 | 49 | 50 | 45 | 46 |
| Commercial Use Moorings | 63 | 61 | 59 | 62 | 60 |
| Non-Revenue Moorings | 0 | 0 | 0 | 0 | 0 |
| Shore Front Moorings | 3 | 4 | 4 | 4 | 5 |
| General Use - Nearshore | 43 | 40 | 39 | 39 | 37 |
| Non-Revenue - Nearshore | 1 | 1 | 1 | 1 | 1 |
| Commercial - Nearshore | 4 | 5 | 5 | 4 | 3 |
| REVENUE | | | | | |
| Rye Harbor Moorings | \$30,670 | \$38,564 | \$37,528 | \$36,522 | \$37,208 |
| Rye Near Shore Moorings | \$ 7,910 | \$10,496 | \$10,292 | \$ 9,896 | \$ 9,380 |
| Total | \$38,580 | \$49,060 | \$47,820 | \$46,418 | \$46,588 |
| Fees by Year | \$10 flat fee | (\$12 LOA or \$200) Eff. Apr. 1, 2019 | (\$12 LOA or \$200) | (\$12 LOA or \$200) | (\$12 LOA or \$200) |

Note: DPH does not give preference to New Hampshire residents for a mooring in New Hampshire tidal waters. The primary reason for this is that all structures within the state’s tidal waters fall under the ACOE General Permit (GP). The ACOE allows the state the ability to administer docks and moorings in tidal waters provided they follow certain rules, one being that the state may not discriminate against a person from another state seeking to hold a mooring within New Hampshire waters. A violation of this provision within the GP could result in revocation of the GP, or the refusal to perform any dredging in the State.

Right of Entry Agreements (ROE): A Right of Entry (ROE) is a written license agreement between PDA-DPH and a business that authorizes the business to conduct certain business activities on DPH property. The agreement, revocable at will by DPH, reflects the rights, privileges, and responsibilities of both parties for a specific period of time.

There are 17 businesses in Rye Harbor that have formalized 19 ROE's with PDA/DPH. The terms found in these documents are generally consistent, with minor differences related to the nature of the allowed business. Some are engaged in charter operations only, while some sell souvenirs, bait, tackle, live lobsters, etc. These businesses have access to DPH provided restrooms, as well as the on-site dumpster for trash disposal. Shack owners can tap into the DPH water line at their own expense and subject to the installation of their own water meter.

9 of the businesses with ROE's in Rye Harbor combine a water-based business having a Pier Use Permit with a land based structure or “shack”. The ROE terms specify the allowed use at the shack. All ROE holders with shacks pay a \$1,000 per year fee for the space the shack occupies, calculated between July 1st and June 30th and have insurance and other requirements. All Rye Harbor ROE's are currently set to expire on June 30, 2023.

Concession Contract: One Rye Harbor business, RHS, a snack bar operated by GSWW, also holds a food concession contract in the harbor. RHS sells restaurant style food items such as breakfast sandwiches, lobster rolls, burgers, and hotdogs.

The concession contract contains the same \$1,000 rental fee for the space that ROE holders must pay and has the same general terms as the ROE's, with a handful of additional requirements, which include:

- Section 19 of the contract titled, "Accounting Methods and Payments" states in part that "All gross income received by the operator shall be recorded by cash registers" and that "register tapes shall be available to PDA-DPH for audit and inspection purposes." The concessionaire is also required to "maintain... permanent books of accounts and records, including inventories... expense[s], receipts and disbursements and other information... available at all times for inspection [audit] by PDA-DPH".
- Section 21 of the contract titled, "Personnel" empowers PDA-DPH to take certain actions concerning the concessionaire's personnel. The section states in part, "... whenever PDA-DPH shall notify the concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such conditions shall be corrected or such person shall be discharged and shall not again be employed without consent of the PDA-DPH."

There is one other business at Rye Harbor that sells restaurant style food items, RHLP. RHLP currently sells these items (lobster rolls, chowder, steamed clams) pursuant a waiver under its ROE, which, as drafted, permits the operation of a lobster pound.

Currently, there is no additional fee associated with the right to sell restaurant style food items at Rye Harbor, whether it be under the RHS concession contract or the waiver under RHLP's ROE.

Looking ahead, it would be advisable for any ROE holder who desires to sell restaurant style, ready to eat, food items to have a corresponding concession agreement with PDA-DPH. A concession agreement should contain a provision ensuring an appropriate fee is paid for the right to operate a restaurant style business from and on property of the State of New Hampshire. This fee would support facility upkeep and operations. Toward that end, examples of such agreements are discussed below.

Comparable State Contracts

Department of Natural and Cultural Resources (DNCR) – DNCR is responsible for the operations and management of Odiorne Point State Park which, like Rye Harbor, is located in Rye, New Hampshire. DNCR was interested in allowing limited food concession services at Odiorne Point State Park. Using the Request for Proposal (RFP) process, DNCR identified and assessed applicants, then entered into a contract for "food concession services" at Odiorne on March 25, 2022 for the 2022 season. The concessionaire, a catering company operating out of Newmarket, NH, entered into a five month contract (May 15, 2022 – October 15, 2022) with DNCR, agreeing to pay DNCR \$1,000 per month to rent an existing food concession space, as well as 10% of total gross sales, both payments being due on the 15th of each month. The caterer was also granted a renewal option for the same time period with the same terms for the 2023 season.

The terms and conditions in the DNCR contract and the concession contract PDA-DPH currently has with Rye Harborside are similar. Noted differences, however, are that where DPH mandates the methods used by Rye Harborside to record their sales and reserves the right to inspect and audit the concessionaire's books, DNCR requires the concessionaire to prepare daily sales reports and submit a statement of gross receipts by the 15th of each month. Additionally, DNCR requires the concession fees noted above; PDA-DPH does not require Rye Harborside pay a percentage of their profits and its base fee is quite a bit lower.

Pease Development Authority – The Pease Development Authority has a food concession contract with Great Circle Catering in the airport terminal building at Pease International Airport and with Galley Hatch Catering which operates Grill 28 in the golf course clubhouse. Both contracts closely mirror the requirements related to records review, cleanliness, rules, regulations, quality of services, pricing based on prevailing market conditions and licensing found in the RHS and DNCR contracts.

Both PDA contracts are set for a term of years with the ability to extend the contracts in one-year increments. Though neither concessionaire pays rent or utilities, each pays a percentage fee based on their gross revenues:

- Great Circle concession fee – In the first three years of the contract Great Circle is required to pay 10% of its gross revenues, computed monthly, excluding sales tax and gratuities. Years four and beyond see increases in this fee up to 14% in option years beyond the seven years outlined in the contract. These incremental increases also take enplanements into consideration. If enplanements year to year increase, the percentage fee increases accordingly based on the year of the contract. If enplanements remain flat or drop, the fee remains the same as the preceding year. If at any time during the life of the contract after the initial three year time period enplanements drop below 50,000, the percentage fee reverts to 10%.
- Galley Hatch concession fee – PDA first entered this agreement with Galley Hatch in April of 2009. Since November 2017, the concession fee paid to the PDA has been set at 17% of gross revenue.

Parking Related Permits

Rye Harbor has seen an average of 5,662 cars parked in the facility's parking lot per season since 2018. In 2018, 6,962 paying vehicles were recorded as parking at the facility, with the recorded low being 2021 with 5,138 vehicles parked. In 2021, out of the 5,138 vehicles parked, no fees were collected for 1,274 "*Complementary 30-Minute Parking Permits*" that parked within the facility's lot.

The majority of visitors parking at the facility are primarily visiting GSWW and RHLP. There are also a number of recreational boaters who launch their vessel then park their vehicle and trailer in a designated area within the lot. The five year average for launching and trailer parking stands at 749.

Customers enjoying GSWW, RHLP, or a charter generally travel on foot directly from the parking lot to the Recreational Pier, but a significant number find themselves walking on the access road to visit the shacks that run along it or, across the intersection at the parking lot entrance to get to RHS or the bathroom facilities. The pedestrians traveling on the access road sometimes impede motor vehicle traffic and could find themselves in danger should a driver become distracted. At times, activity at RHLP, whether it be customers ordering or eating food,

as impeded traffic flow at the harbor entrance. Efforts have been made to remedy this situation, but this issue should be addressed in all ROE's moving forward.

In response to public safety concerns in the Harbor, the 30-minute free parking area along the guardrail was converted to a Fire Lane in 2022. The elimination of the 30-minute parking area worked to cut down on accidents and near misses on the access road, generally solved the vehicle and pedestrian congestion problem along the access road, and, most importantly, provided a place for emergency vehicles to operate should an emergency arise. Parking for the businesses within the Harbor is now exclusively located within the facility parking lot and is available for the requisite \$5 parking fee, which appears to be very low when compared to other locations along the seacoast.

Examples of Parking Fees Charged by Similar Facilities

- Parking for Hampton Beach State Park and Wallis Sands State Park;
 - \$15 for Cars
 - \$30 for an RV, Empty Bus or Van.
- Parking for Maudslay State Park, Newburyport;
 - MA Resident Vehicle - \$5
 - Non-MA Resident Vehicle - \$20

| Parking Activity | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|------------|------------|------------|----------|----------|
| General Parking Fees | \$34,810 | \$31,155 | \$26,020 | \$19,320 | \$28,480 |
| Daily Seasonal Parking Permit and Sticker | \$ 2,175 | \$ 1,500 | \$ 2,025 | \$ 1,350 | \$ 1,425 |
| Overnight Parking (Rec) | Not Avail. | Not Avail. | Not Avail. | \$ 4,285 | \$ 4,540 |
| Overnight Parking Permit (Season) | \$ 6,065 | \$ 6,830 | \$ 5,550 | \$ 1,925 | \$ 3,795 |
| Seasonal Overnight Parking Permit and Sticker | \$ 750 | \$ 3,600 | \$ 600 | \$ 2,100 | \$ 2,250 |

General Daily Parking, Trailer Parking and Boat Launching (Pda 604.08): A daily parking ticket allows the holder to park one vehicle on the day of purchase between sunrise and 11:59 p.m. in the lot.

A daily combination parking ticket allows the holder to park one vehicle and one trailer in the lot on the day of purchase between sunrise and 11:59 p.m. The ticket holder is also permitted to launch and recover their vessel between sunrise and 11:59 p.m. at the boat launch.

Daily parking and daily combination parking tickets are nontransferable.

Daily Seasonal Parking Permits (Pda 604.09): A daily seasonal vehicle only parking permit allows the holder to park one vehicle in the lot between sunrise and 11:59 p.m. on a space available basis. Generally, about 25 people who hold moorings in the Harbor apply for these permits on an annual basis.

Daily seasonal combination parking permits allow the holder to park one vehicle and one trailer in the lot between sunrise and 11:59 p.m. The permit holder is also permitted to launch and recover their vessel at the boat launch area.

Daily seasonal parking permits and stickers are nontransferable and are valid only for the single vehicle specified in the permit application.

Overnight Parking Permits (Pda 604.10): Overnight vehicle only parking permits allow the holder to park one vehicle from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season in the lot on a space available basis. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season but, there are no limits on the number of overnight vehicle only parking permits that can be purchased for non-consecutive nights. A majority of these permits are held by Star Island staff with the remainder being held by Rye mooring holders who take multi-day trips on their vessels.

Overnight combination parking permits allow parking from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season for a vehicle and trailer, including the right to launch and recover the vessel from the boat launch. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season but, there are no limits on the number of overnight vehicle only parking permits that can be purchased for non-consecutive nights.

Seasonal Overnight Parking Permits for Seasonal Overnight Parking at Rye Harbor

(604.11): A seasonal overnight vehicle only parking permit allows the holder to park one vehicle for any period of time at any time during the season, on a space available basis in the parking lot. Seasonal overnight parking permits are nontransferable and are valid only for the single vehicle specified in the permit application. As with the standard overnight parking permit in 604.10, the majority of these permits are held by Star Island staff with the remainder being held by Rye mooring holders who take multi-day trips on their vessels.

Looking ahead, it appears appropriate to look at ways to better manage the limited motor vehicle parking area and Rye Harbor and to leverage technology to make parking more efficient, safer, and enhance its revenue generating capabilities in order to ensure funds are available for facility maintenance and improvements.

Fuel Sales and Vessel Storage

Fuel Sales: There are two fueling points in Rye Harbor with unleaded and diesel fuels available. Another fueling option available to commercial vessel owners is to purchase fuel directly from vendors who maintain a ROE with the division and pay a flowage fee of \$.10 per gallon. In order to purchase fuel directly from one of the two approved vendors, the boat owner must have DPH's permission, the permission of the local fire department, a pier use permit, and approved variance from the State Fire Marshal's office. Presently, there are 16 approved variances in Rye Harbor.

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------------------------|--------------|--------------|--------------|--------------|--------------|
| Fuel Flowage Fees (Trucks) | \$ 4,316.82 | \$ 4,302.78 | \$ 4,688.49 | \$ 8,831.35 | \$ 4,417.14 |
| Fuel Sales (Pumps) | \$110,232.50 | \$171,114.13 | \$185,149.16 | \$159,267.34 | \$194,860.24 |

You will note that there are a number of spikes and drops in revenue over the last five years. The Portsmouth Fish Pier seawall collapse in 2019 had a large impact on the increase in fuel sales in Rye as those who normally fueled at the fish pier shifted to Rye for their fuel. The pumps at the Portsmouth fish pier remained out of service due to reconstruction of the wall until early 2021 which in part, accounts for the increased sales at the pump. Additionally, the pumps in Hampton were down for a time during the same time frame due to difficulties with the installation of a new dispenser, which also increased sales in Rye Harbor.

The 2021 dip in Rye's commercial unleaded sales was due to the pump on the commercial side being placed out of service by DES until extensive repair work was done. That pump was down until summer of 2022 due to the nature and complexity of the required repairs. That pump came back online just before Rye's recreational unleaded pump went down in late June 2022. The money to repair the pump and replace the fueling station as a whole has been approved and plans for that work are being completed now.

The near 100% spike in Flowage fees from the previous three year average of \$4,436.03 in 2021 occurred during the dredge in Rye Harbor that year. The dredging contractor (Prock Marine) took on all of its fuel exclusively from the approved vendors.

Vessel Storage: Vessel storage within the facility is done on a "space available" basis. In FY 2022 PDA-DPH saw 55 boats stored within the facility over winter. The rate for winter storage is \$18 per foot using only the vessels length indicated on the registration, not the total length of the vessel and trailer combination. PDA-DPH collected \$23,584.00 in winter storage fees this past FY.

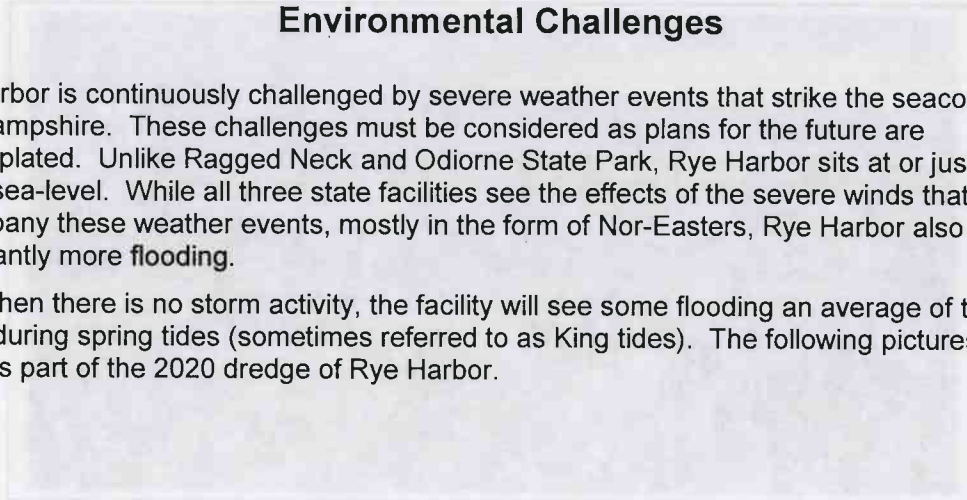
Over the summer, the division saw 63 vessels stored within the facility at a rate of \$36 per foot. PDA-DPH collected a total of \$48,979.00 in storage fees. The total vessel storage revenue collected for the FY was \$72,563.00.

The number of vessels stored within the facility stays relatively steady, which provides for a predictable revenue stream. The five year average for vessel storage sits at \$66,082.00 with the high being the 2022 FY after a storage rate increase went in to effect in CY 2021. The low was in FY 19 when Rye Harbor saw total vessel storage income of \$61,811.00.

Environmental Challenges

Rye Harbor is continuously challenged by severe weather events that strike the seacoast of New Hampshire. These challenges must be considered as plans for the future are contemplated. Unlike Ragged Neck and Odiorne State Park, Rye Harbor sits at or just slightly above sea-level. While all three state facilities see the effects of the severe winds that accompany these weather events, mostly in the form of Nor-Easters, Rye Harbor also sees significantly more flooding.

Even when there is no storm activity, the facility will see some flooding an average of twice per month during spring tides (sometimes referred to as King tides). The following pictures were taken as part of the 2020 dredge of Rye Harbor.

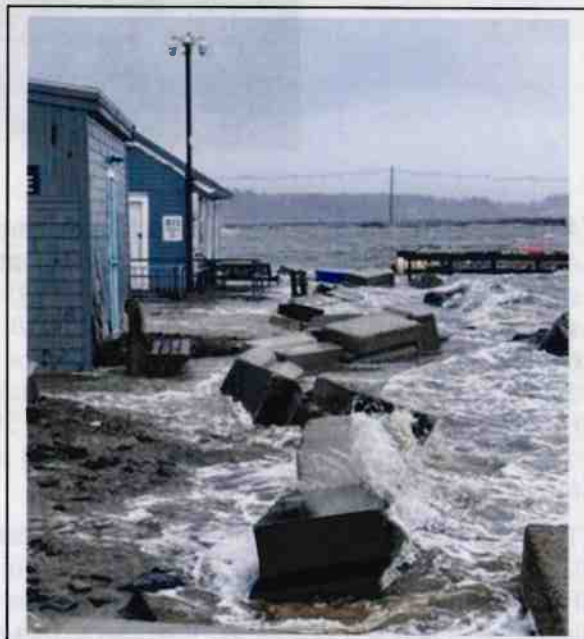
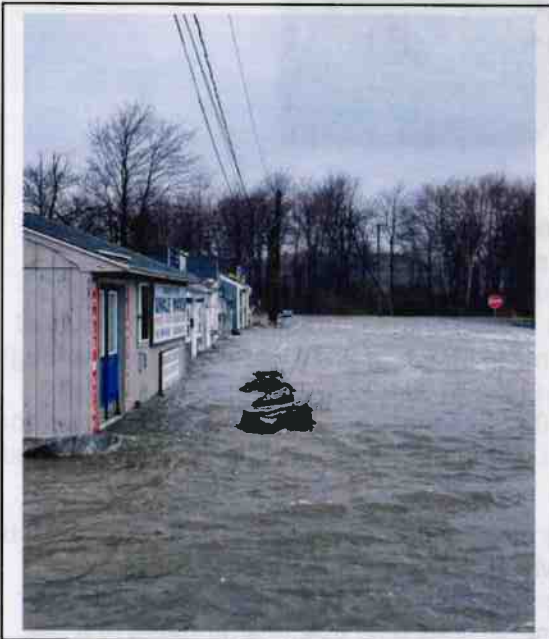




The picture above was taken at approximately 12:30pm on November 17, 2020. This was a 12.1 ft. Spring or "King" tide. Note the "pond" in the center of the lot that enters the facility from the drainage swale located in the middle of the seawall. The next Spring tide will occur on Monday, January 23, 2023, where Rye Harbor will see a 13.06' tide.



For comparison, this picture was taken on March 3, 2021 at 8:14am. This was a -1.1 ft. "Neap" tide.



The picture of the storm surge on December 23, 2022 was taken at approximately 11:00am. The predicted time of high tide was 10:38am. The tide was projected at 11.60 ft.



A review of the State of New Hampshire Hazard Mitigation Plan and the National Oceanic and Atmospheric Administration's Storm Events Database indicates that Rye Harbor and the seacoast in general has seen the effects of high winds and extreme flooding in reportable storms on 10 occasions since January of 2018. Though all of the storms caused some level of damage in the seacoast area, the back to back storms in March of 2018 were significant enough that a federal disaster was declared. The disaster caused \$709,508.47 of damage between Hampton and Rye Harbors. Rye Harbor saw \$82,894.82 of that damage to the access road and parking lot, launch ramp, seawall, fuel system and a storage building that was damaged beyond repair and had to be replaced.

The effects of climate change and sea-level rise are also concerns in Rye and in the seacoast of New Hampshire as a whole. NOAA's predictions, which also appear in the State of New Hampshire Hazard Mitigation Plan, are that the New Hampshire seacoast may see a 1' to 1.5' increase in sea-level by 2050. If NOAA's data and predictions hold true, that equates to a rise in sea-level of approximately 0.44" – 0.66" per year between 2023 and 2050.

A rise in sea-level would certainly compound the damage the Rye Harbor facility currently sees from storms that impact the harbor. In fact, if one observes the Table of Significant Weather Events included with this report which shows storm information collected from NOAA and the NH Division of Homeland Security and Emergency Management, an interesting increase in storm frequency and severity has developed since 2018. The last significant reportable coastal

flooding event NOAA and HSEM felt rose to the level that it should be reported occurring prior to 2018 was Superstorm Sandy in November 2012. However, since 2018 there have been multiple reportable storms each year. This apparent increase in storm frequency and severity is a factor that should be considered in any improvements made to infrastructure and the division's overall business model in the future. Toward that end, the importance of revenue generation to support continued facility capital improvements and hardening against these environmental conditions cannot be overstated.

WMUR article link featuring Rye Harbor:

<https://www.wmur.com/article/rising-sea-levels-new-hampshire-seacoast-83122/41046015#>

Rye Harbor is the DPH facility that has seen the majority of damage from these increasing storm conditions. The outline provided here was taken directly from the Initial Damage Assessment (IDA) form submitted to New Hampshire Homeland Security and Emergency Management following storm Elliott in late 2022;

Roadway cleanup/repairs: \$12,000.

Seawall Repairs: \$10,000 (Minimum)

-Potentially upwards of \$100,000 if substantial mitigation is called for.

Pre-storm preparations: \$5,000 (Approximation)

Emergency Line Handling: \$4,000

Building Inspection: \$2,600

-Potential repair costs upwards of \$10,000 should environmental concerns be identified.

-\$800 per month cost for a temporary construction building should the office be found to have more significant structural or environmental damage.

Flooring, Trim/Structural repairs; \$3,000 (Approximation)

Fuel System Inspection: \$2,500 for both Rye and Hampton Harbor facilities.

-Potential replacement of fuel controls in Hampton - \$12,000

-Potential costs for fuel line repairs/replacement - \$15,000

Hoist control handles: \$1,125.00

Actual costs: \$34,725.00+/-

Potential costs: \$147,000.00+

Note: The actual end costs may vary significantly in either direction. These estimations are being made on a very compressed time line at the request of NH HSEM. PDA-DPH reserves the right to amend these estimations at any time after submission if new cost information or errors in calculation come to light.

Potential Infrastructure Improvements

With the foregoing in mind, DPH has identified a number of projects that, subject to funding, would work to improve infrastructure within the facility as it relates to existing environmental concerns, potential climate change concerns, and general improvements to operations and service to our customers.

Rip Rap Seawall: The seawall works to protect the State office, fuel pumps, septic system and businesses operating within the facility. Severe storms over the last decade where seawater flowed over the top of the seawall into the facility has degraded the wall by pulling the smaller supporting rip rap and finer elements of the wall into the sea as the water has receded. The loss of the smaller elements within the structure has caused it to drop several feet thereby lessening its effectiveness and increasing the risk of damage to and failure of infrastructure within the facility.

Should PDA-DPH receive funding to repair / reconstruct the seawall, the proposal would be to raise it at least to the vertical and seaward dimensions that existed prior to the last presidentially declared disaster that greatly impacted the seawall in 2018.

Vessel Launch Ramp: Though the division has made efforts to extend the life of the structure over the years, time and the harsh conditions existing in the harbor, has brought it to near end of serviceability.

PDA-DPH would propose to deconstruct the existing 35'x120' launch ramp, replacing it with an 80'x150' structure that would allow for side by side launching with a central float system dividing the two launching areas. The larger ramp would better facilitate the launch and recovery of large fishing vessels and sailboats. The addition of the float system dividing the ramp creates a safer and more convenient experience for recreational boaters who trailer their vessels to the facility.

Recreational Pier and Float System Replacement: The existing Recreational Pier that handles all of the foot traffic of passengers and recreational boaters making their way to the floating docks is sound, but is showing signs of deterioration. It is a timber structure that is 15' x 75'. PDA-DPH would propose replacing this structure with a 20' x 80' structure constructed of steel jacket piles and a concrete deck for durability.

The floats attached to this pier used for loading and offloading passengers and equipment are over 20-years old and are showing the wear and tear that is to be expected in the harsh marine environment. PDA-DPH would propose replacing them with newly constructed two 12' x 15' and 10' x 30' concrete floats.

Commercial Float and Pile system Replacement: The floats that service the commercial pier have been in use for in excess of 20-years, and while still serviceable, are nearing the end of their useful life. The piles that keep the floats in place have been used much longer than the floats and are also showing the effects of decades of use. The floats support the gangways used by commercial fishermen and some charter and recreational users to get to the commercial pier for cargo operations, refueling, and loading of supplies.

PDA-DPH proposes to replace the current dock structure with eight steel jacket piles and seven newly constructed and substantially stronger wooden floats. This change will increase the longevity of the system and lower the amount of required maintenance.

Elevated Retail and Storage Deck system: PDA proposes the design and construction of elevated retail and storage space to support commercial pier use holders with shacks and retail concessionaires. This controlled space will support charter vessel ticket sales, bait and tackle sales and storage, and food concessionaire space, as permitted.

Subject to PDA Board approval, engineering and permitting, PDA would propose the construction of a 16' x 120' deck that is elevated a minimum of 3' to avoid flooding that occurs within the facility, building small shack like structures of varying sizes on the deck with utilities. The shacks will be owned and maintained by PDA-DPH and vendors will operate through Right of Entry, Pier Use License Agreement, and/or Concessionaire Agreement.

Potential Funding Streams –

- **ARPA:** On November 14, 2022, DPH made application through the Governor's Office for Emergency Relief and Recovery (GOFERR) for funding to make infrastructure improvements in Rye Harbor. Should PDA-DPH receive funding, DPH would seek to create a raised deck-like structure that the shacks contemplated in the project would be placed upon to keep them above the level of flood waters.
- **FEMA Disaster Mitigation Funding:** There are presently nine (9) open presidentially declared disasters in the State of New Hampshire. The latest storm which occurred over Christmas is currently in the Damage Assessment phase with over \$10m of damage being reported throughout the state. Just over \$1.2m of that damage has been reported in Rockingham County and it is very likely that an application for FEMA public assistance will be made sometime within the next 30-days.

Whether a disaster is declared for this most recent storm or not, PDA-DPH qualifies to apply for disaster mitigation funding through the two most recent disasters declared in July of 2021. Presently, that funding split is set at 75% Federal to 25% State.

Note: There was a period of time in the two disasters declared in July of 2021 where the funding split was set at 90% Federal and 10% State. It would be wise to wait and see what transpires with this latest storm to see if that favorable rate is applied before considering this approach.

- **FEMA Building Resilient Infrastructure and Communities (BRIC) grant:** The Building Resilient Infrastructure and Communities (BRIC) grant program supports state, local, tribal and territorial entities undertaking hazard mitigation projects. It does not require a declared disaster in the jurisdiction making the application, just that there is problem related to past disasters or natural hazards that requires prevention or mitigation.

The benefit of the BRIC program is that it fully considers creative solutions to recurring events identified in a qualified applicants plan. FEMA still requires a detailed Benefit / Cost Analysis but, unlike FEMA Public Assistance programs, it appears to consider the totality of an applicant's situation to include long range aspirational goals.

Executive Summary

PDA-DPH recommends the following short term and long term aspirational actions at the Rye Harbor facility.

Short-Term Recommendations:

- **Credit Card payments for parking:** Presently, DPH only accepts cash at the parking kiosk which has been inconvenient for customers using the facility and creates cash management issues, such as daily bank deposit runs. User friendly equipment exists where, after a limited amount of training, division personnel will be able to accept credit cards for parking and launching.

The implementation of this capability will allow for the automated collection of parking transactions which will lead to more efficient record keeping. It will also allow DPH to capture potential lost parking revenue from potential customers who might choose not to park at the facility because they have no cash on hand.

PDA-DPH currently accepts credit card payments for fuel at all of its facilities, so this is something DPH already has experience with.

DPH has conducted a preliminary investigation into the possibility of implementing the program immediately should this be considered a viable option, with full consideration of Payment Card Industry Data Security Standard requirements in mind.

- **Parking lot and Parking Enforcement considerations:** In the late summer of 2022, DPH restructured the parking situation in the lot. The area that had been considered employee and crew parking, which was closest to the access road, the kiosk, and the state office, was changed to “Short-Term” parking. A portion of the Short Term parking area was reserved for those with walking disabilities who possessed a Handicapped Placard. The remainder of the Short Term area was reserved for those visiting the shacks or the DPH office.

The next area heading north in the facility and just beyond the launch ramp was considered “Long Term” parking. This area was reserved for customers taking advantage of the Whale Watch, charters, and other businesses in the area where they would be in the facility for greater than one-half hour.

The next area north and just before the area reserved for trailers being turned within the facility was the “Employee and Crew” parking area. This area was used by PDA-DPH employees and the employees of the businesses at the Rye Harbor Marine Facility during the business day.

The final area to the north was considered the “Star Island and Overflow” parking area. Generally, those travelling to Star Island as a guest or an employee required parking for several days and as such, this was considered the best solution for their parking needs. PDA-DPH recommends that we continue this parking scheme for the 2023 season.

Historically, enforcement of the parking rules relied completely on the cooperation of the facility’s tenants. On numerous occasions tenants would dismiss the rules established by DPH and the official signs placed on the access road and in other areas within the

facility. When tenants saw what they perceived as preferential treatment being afforded to another tenant, or blatant disregard for the rules and official signage, they felt empowered to engage in similar activity. This has created a great deal of conflict between the tenants, the staff, and PDA-DPH. Uniform treatment and enforcement of parking requirements must become the norm at Rye Harbor.

The Chief Harbor Master (CHM) and the Deputy Chief Harbor Master (DCHM) are certified police officers in the State of New Hampshire. Their positions require that they "...hold a valid and current certification as a full-time police officer in accordance with RSA 106-L:6 and any rules adopted thereunder" (RSA 12-G:42, III). Further, the CHM and DCHM are further empowered "enforce, investigate, and prosecute [any] "[o]ffense under New Hampshire law occurring on division property [or] on vessels secured to or immediately adjacent to division property." (RSA 12-G:51).

Historically, the CHM and the DCHM have limited their enforcement actions to the laws contained within RSA 12-G and the administrative rules directly associated with the divisions operations. That said, the CHM and DCHM could take on an expanded enforcement role as it relates to the enforcement of the motor vehicle laws contained within the New Hampshire Statutes, specifically those found within RSA 265:68, Stopping, Standing or Parking. Consultation with the New Hampshire Attorney General's Office may be necessary before taking any increased enforcement action.

- **Potential changes to Right of Entry and Concession contract terms:** Presently, as outlined in the "Rights of Entry and Contracts" section of this report, there are 17 businesses in Rye Harbor that have ROE's and one food concession agreement with PDA-DPH. 16 of those businesses combine a water-based business with a land based structure or "shack". These ROE's all expire on June 30, 2023.

The \$1,000 per season fee charged for a general ROE within the Rye Harbor Marine Facility has not been increased in many years and an increase should be considered in future years. Additionally, any new ROE's should include, but not be limited to, provisions relating to the following:

- 1) Holders of a ROE agree to comply with the parking scheme designed and enforced by DPH and understand that failure to do so will result in a loss of driving and parking privileges at the Rye Harbor Marine Facility and / or a summons for the violation of the parking laws outlined in section RSA 265 of the NH Revised Statutes Annotated; and
- 2) Use of the shack facility is strictly limited to the permitted use under the ROE. Any amendment to that use requires permission from the PDA-DPH and the negotiation of additional ROE terms to support the activity.

PDA-DPH recommends that RHS and RHLP along with any other entity that wishes to sell restaurant style, ready to eat food items at Rye Harbor, be required to enter into Food Concession Contracts that include the standard per year rental fee contained in the general ROE (historically \$1,000) and the payment of a percentage of gross profits based on their gross receipts, similar to the agreements identified in the "Concession Contracts" section of this report. This would treat these food service businesses in a manner consistent with similar operations on other state property, generate revenue for facility maintenance and improvements, and recognizes that state property should not be used to potentially put these food service businesses at a competitive advantage to similar operations on private property. Additionally, the ROE's must address clear requirements for waste collection and provide a single area within the facility for the location of picnic tables where purchased food could be consumed.

As it relates to a concession fee, PDA-DPH recommends a 10% of gross revenue rate, which is consistent with the rate charged by DNCR just up the road at another state-owned facility, but somewhat lower than the rates charged at the Pease International Tradeport.

Finally, PDA-DPH recommends that these new ROE's and Concession Contracts run from July 1, 2023 through April 30, 2025. This term would allow an opportunity to see how these new provisions work, allow for adjustments in future ROE's, and result in putting these ROE's on terms that more closely align with seasonal operations (May 1 through April 30).

- **Expand Pier Use Permit requirements to include Vendors conducting business with the commercial fishing fleet.** DPH is in the process of amending and readopting Section Pda 600 in the Pease Development Authority's administrative rules. PDA-DPH proposes to require those companies purchasing catch from fishermen landing their catch at DPH facilities to apply for a Pier Use Permit covering their business activities, including the use of the facility's piers and hoists, and to indemnify PDA-DPH for any related loss.

Long-Term Recommendations:

- **Parking:** PDA-DPH will engage in a continued review of facility parking management to determine the most appropriate and cost effective way of managing the limited parking resource at the facility, with consideration of things such as nature of use, graduated rates, limited temporary free parking, increased use of technology, and parking impact fees.
- **Physical Improvements to the facility's infrastructure:** PDA-DPH has the option of investing in the projects identified in the "*Potential Infrastructure Improvements*" section of this report. Should it be determined that any of these projects should be undertaken, any one of the funding sources could be considered to potentially fund the planning, permitting, and construction. PDA-DPH also has the option of seeking funding directly from the State of New Hampshire as part of a capital improvement effort.
- **Implement recommendations made in the Rye Harbor Parking Study:** PDA-DPH has the option of fully considering the plans contained within the parking study, potentially adopting one of the four conceptual plans, a portion of one or several plans or continuing operations as they are now and adopting the optional parking scheme with enhanced requirements added into the ROE's and enforcement options.
- **Boat Storage:** PDA-DPH will evaluate seasonal boat storage policies/procedures in regards to the facility space occupied and monetary return.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 55 International Drive, Portsmouth, NH 03801, under the authority set forth in NH RSA 12-G, grants a Right of Entry license ("ROE") to **Full Company Name ("Company Abbreviation")**, mailing address, city, state, zip to use designated property of the State of New Hampshire, at the **Hampton OR Rye Harbor Marine Facility, Hampton or Rye, NH** (the "Marine Facility") solely pursuant to the terms of this ROE and for the following purposes, and for no other uses unless expressly authorized in writing:

PREMISES: An area of land measuring ___ x ___ feet +/- located within the **Marine Facility**, as shown in the attached location map attached as **Exhibit A**, which is incorporated herein by reference, for the placement of a ___ x ___ foot wooden frame, single-story building ("**Building**") owned by **Company Abbreviation** ("**Premises**").

PURPOSE OF ROE: To provide a location for the placement of the **Building** at the **Marine Facility** to be used for _____ directly related to the ROE holder's business operations; no other use of the Premises is permitted.

PERIOD OF USE: Period 1-July 1, 2023-April 30, 2024
Period 2-May 1, 2024-April 30, 2025

PARKING FEE: Period 1-\$5.00 per car
Period 2-\$5.00 per car, subject to change per paragraph 3

RENTAL FEE: Period 1-\$1,600.00
Period 2-\$1,250.00

This ROE is given subject to the following conditions:

1. PDA-DPH grants **Company Abbreviation** the right and privilege to place and maintain the **Building** on the **Premises**. Improvements or alterations to the interior or exterior of the **Building** are subject to the advance approval of PDA-DPH. **Company Abbreviation** shall ensure the **Building** is property secured to the **Premises** and shall maintain the exterior and interior of the **Building** to ensure it is neat and attractive in appearance to the public, and agrees to periodically apply fresh coats of paint or stain, and take such other measures as may be required to meet this requirement, subject to the approval of PDA-DPH. **Company Abbreviation** may not maintain, nor permit its customers to maintain, any tables and chairs on the **Premises** outside of the **Building**; a public area with tables and chairs may be made available at the **Marine Facility** by PDA-DPH at the discretion of PDA-DPH.
2. The term of this ROE shall be from **Month Day, Year** through **Month Day, Year**. Requests for extension or renewal shall be submitted to the DPH Director in writing by **Month Day, Year**.
3. **Company Abbreviation** customers shall have nonexclusive use of parking spaces situated at the **Marine Facility** parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH, in accordance with Administrative Rules PART Pda 610. **Company**

Abbreviation shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.

4. **Company Abbreviation** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH, in accordance with Administrative Rules PART Pda 610. Notwithstanding the foregoing, **Company Abbreviation** shall be provided with ___ employee seasonal parking passes. **Company Abbreviation** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking" in the parking scheme developed by PDA-DPH and further agrees that any violation of this clause may result in the revocation of the employees driving and parking privileges within the facility, as well as termination of this ROE.
5. **Company Abbreviation** agrees that its employees and agents who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste or garbage the animal excretes or causes to be scattered on the property.
6. **Company Abbreviation** is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
7. **Company Abbreviation** shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
8. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH. **Company Abbreviation** may utilize the area in front of the Building for loading and unloading only during the hours of __:00 a.m. to __:00 a.m. and __:00 p.m. to __:00 p.m. Any loading and unloading shall not unreasonably interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.
9. The Rental Fee for the Premises is due and shall be paid in full on or before July 1st each year of the term of this ROE. The rental fee shall be made payable to PDA-DPH and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801. Written notification of any fee and rate increases will be provided to current ROE holders on or before February 1st of any given year during the term of the ROE and will become part of this ROE and effective on April 1st of that year.
10. **Company Abbreviation** shall obtain advance approval from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on whether to approve the sign or advertisement shall be in its sole discretion and shall be final.
11. In order to guarantee the high quality of services and merchandise provided to the public from the Premises, any PDA-DPH questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided

by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.

12. All utilities to serve the Premises and the Building shall be at the sole responsibility and cost of **Company Abbreviation**.
13. **Company Abbreviation** shall be responsible for regular and routine cleaning of all areas of the Premises, the Building, and equipment where merchandise is stored, prepared or sold. **Company Abbreviation** shall be responsible for grounds pickup on the Premises and in common areas which are used by **Company Abbreviation**'s customers. All areas of the Premises, including but not limited to areas behind the Building, shall be maintained in a neat and orderly manner. The outdoor storage of equipment on the Premises is only permitted in the area depicted on **Exhibit A**, and shall be neat and orderly at all times. Cleaning within this ROE shall include the picking up of all waste material and the routine cleaning of equipment, walls, floors, windows, fixtures, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service. **Company Abbreviation** shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other governmental agency having jurisdiction over such matters. **Company Abbreviation** shall be responsible for promptly and regularly picking up garbage and rubbish generated by its operations or customers and depositing same at a location at the Marine Facility designated by PDA-DPH.
14. **Company Abbreviation** agrees to defend and indemnify the State of New Hampshire and PDA-DPH 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 the Building structure or improvements thereon for which **Company Abbreviation** has taken possession of hereunder;
 - B. From any breach or default of any obligation on the part of **Company Abbreviation** to be performed pursuant to the terms of this ROE or from any act or omission of **Company Abbreviation** 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 Marine Facility areas (including but not limited to piers, docks, gangways, building, and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
15. On or before the effective date of this ROE, **Company Abbreviation** and any agent, contractor, or vendor of **Company Abbreviation** shall provide PDA-DPH with proof of required insurance coverage as outlined in **Exhibit B**. These are minimum insurance requirements designed to protect the interests of PDA-DPH and the State of NH. Replacement costs of **Company Abbreviations** building and contents may not be protected under these terms. **Company Abbreviation** should consult with its insurance provider to ensure its individual insurance needs are met.
16. 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 and PDA-DPH is reserved 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.492:8 as the same may be amended.

17. **Company Abbreviation** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 14 shall survive termination.
18. PDA-DPH may terminate this ROE by giving **Company Abbreviation** thirty (30) days advanced written notice of termination in the event of the failure of **Company Abbreviation's** to perform, keep or observe any of the provisions of this ROE and the failure of **Company Abbreviation** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. This ROE may be terminated immediately by PDA-DPH in the event **Company Abbreviation** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 14 shall survive termination.
19. In the performance of this ROE, **Company Abbreviation** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall at no time, be legally responsible for any negligence or willful acts on the part of **Company Abbreviation** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Company Abbreviation** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Company Abbreviation** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.
20. In connection with the performance of this contract, **Company Abbreviation** agrees to comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Company Abbreviation** and to procure and maintain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Federal and/or State Aquaculture Permit, Wholesale Marine Species License, Wetlands Board, Marine Safety, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
21. **Company Abbreviation** shall be familiar with and follow Administrative Rules Pda CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Division's web site, www.portofnh.org.
22. In accordance with Administrative Rule Pda 603.11 (a), **Company Abbreviation** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
23. In accordance with Administrative Rule Pda 603.11 (b), **Company Abbreviation** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises.

24. **Company Abbreviation** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
25. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **Company Abbreviation** for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **Company Abbreviation** shall be represented, at a minimum, by one (1) officer/member of the company.
26. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of **Company Abbreviation's** operation shall be suspended or abated until and if said Premises, Building, or any part thereof shall have been placed in proper condition for use by **Company Abbreviation**. PDA-DPH may terminate this contract in the event **Company Abbreviation** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **Company Abbreviation** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.
27. The Building and any equipment thereof which are the property of **Company Abbreviation** shall remain the property of **Company Abbreviation** and, upon termination of this ROE by lapse of time or otherwise, **Company Abbreviation** shall promptly remove same from the Premises. Upon the termination of this ROE, **Company Abbreviation** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **Company Abbreviation**.
28. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the Building to another party does not guarantee that party will receive a Right of Entry to the Premises.
29. **Company Abbreviation** shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the Premises and Building at all reasonable hours for the purpose of examining and inspecting said Premises and Building, or for any other purpose as may be required by this ROE. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of **Company Abbreviation's** business.
30. **Company Abbreviation** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **Company Abbreviation** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-03 as may be amended from time to time. As of the commencement of this ROE **Company Abbreviation** shall pay PDA-DPH \$0.10 per gallon, subject to increases which may be implemented from time to time during the term of this ROE, at the discretion of PDA-DPH.
31. To the extent applicable, **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. **Company Abbreviation** agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event **Company Abbreviation** shares a larger parcel of land with lessees or other ROE holders, it shall be obligated

to pay only its pro rata share of any such taxes. Failure of **Company Abbreviation** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **Company Abbreviation** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **Company Abbreviation's** failure to pay said taxes.

32. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
33. **This RoE** 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.

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DRAFT

Full Company Name
Right of Entry, Marine Facility
7

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: _____

Witness

Paul E. Brean, Executive Director, PDA

Full Company Name

Date: _____

Witness Signature

Authorized Signature

Witness Printed Name

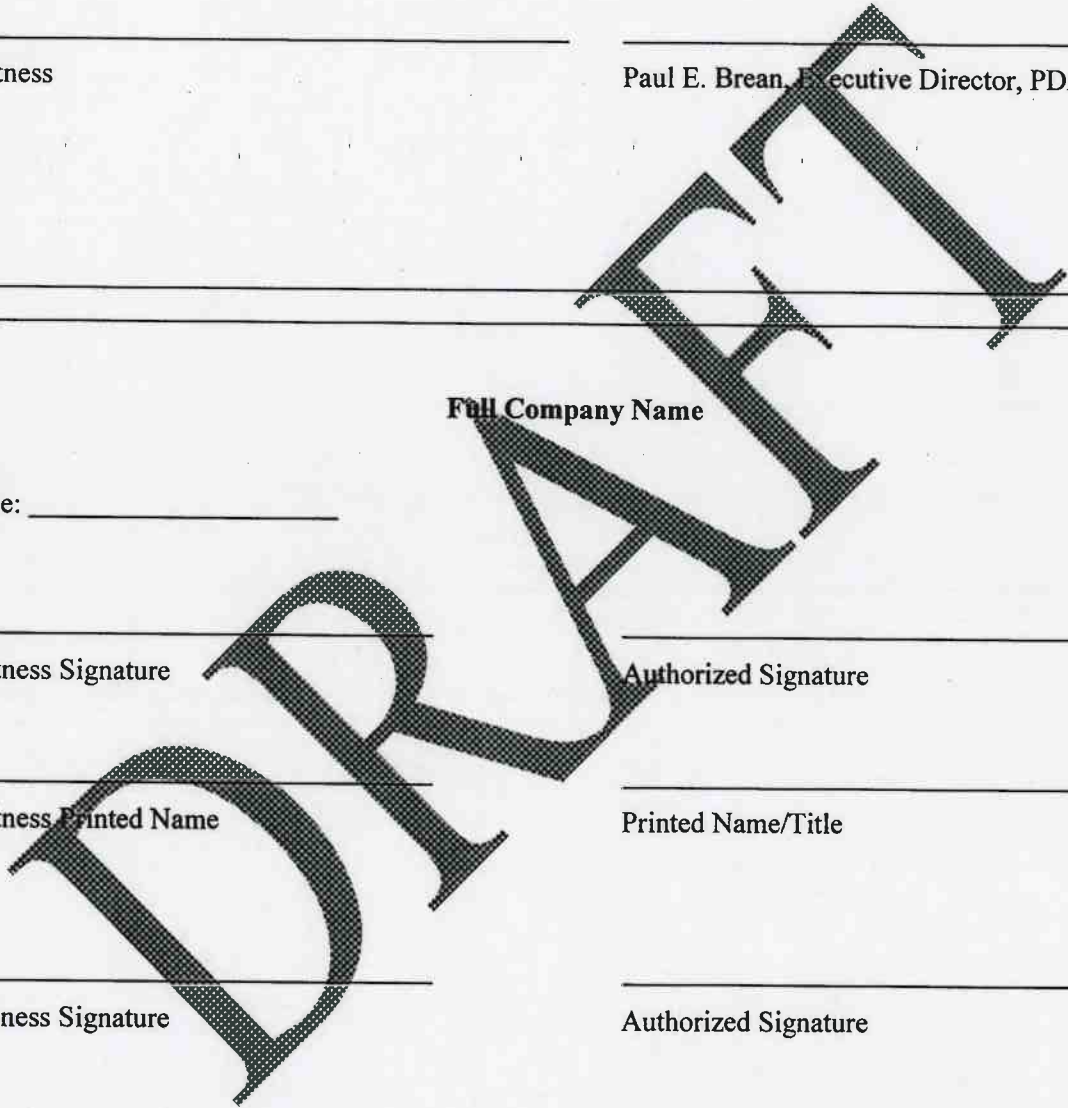
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Authorized Signature

Witness Printed Name

Printed Name/Title



**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS**

CONCESSION AGREEMENT

This concession agreement ("the Agreement"), effective July 01, 2023, is between the Pease Development Authority, Division of Ports and Harbors (PDA-DPH) 55 International Dr., Portsmouth, NH 03801 and **FULL COMPANY NAME** ("Concessionaire"), **ADDRESS, CITY, STATE, ZIP**. This Agreement is entered into with the Concessionaire in conjunction with a Right-of-Entry license (ROE) issued to the Concessionaire regarding the placement of a building on State property from which the Concessionaire shall operate. The terms of said ROE, including but not limited to the meaning of the "Premises," are incorporated herein by reference. Termination of the ROE shall result in an automatic termination of this Agreement.

1. RIGHT TO SELL

PDA-DPH grants to the Concessionaire the right and privilege to sell items normally associated with a Food Concession, generally including the following items: _____, at Rye Harbor Marine Facility, Hampton, NH (the "Marine Facility") in accordance with the terms contained herein. Concessionaire must comply with all state and local laws governing the sale and distribution of prepared food items. Concessionaire must obtain and maintain all necessary food and beverage permits. No alcoholic beverages shall be opened or consumed on state owned property in accordance with administrative rule Pda 602.1(b).

2. AGREEMENT TERM

Period 1 – July 1, 2023 – April 30, 2024
Period 2 – May 1, 2024 – April 30, 2025

3. CONCESSION FEE

As consideration for the privilege of operating the Food Concession from and on PDA-DPH property hereunder, the Concessionaire agrees to pay ten percent (10%) of its gross revenues, computed monthly, excluding sales tax and gratuities, by the 15th of each month of operation and made payable to the Pease Development Authority, Division of Ports and Harbors and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801 (the "Concession Fee"). By way of example, but not limitation, the concession fee for June shall be paid by July 15th. The minimum monthly Concession Fee due and payable to PDA-DPH shall be \$1,000.00 regardless of the applicable gross revenue for that month.

4. ACCOUNTING METHODS

All sales, including but not limited to cash, credit, debit, and electronic transactions, shall be recorded through a Point-of-Sale system or cash register to be provided by the Concessionaire. A daily sales report (in duplicate) shall be prepared by the Concessionaire listing the beginning and ending control readings for each system or register. Any corrections or errors in recording sales during the day shall be clearly explained on the sales report. Concessionaire shall provide PDA-DPH with a statement of Gross Receipts for each weekly period, ending each Sunday along with payment on the 15th of each month. Concessionaire's sales and business records shall contain sufficient information and detail in the event that PDA-DPH chooses to audit the gross sales data submitted by the Concessionaire. PDA-DPH reserves the right to require receipt of audited statements from the Concessionaire at the end of each fiscal year. PDA-DPH shall retain the right to review the Concessionaire's sales and business records in connection with its

FULL COMPANY NAME

CONCESSION

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operations at the Marine Facility at such times as PDA-DPH deems necessary. The Concessionaire shall maintain its records in an orderly and accessible format. The Concessionaire shall make such records available for inspection, examination, and audit by the PDA-DPH and its agents. Records shall be maintained by the Concessionaire during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement.

5. CANCELLATION BY CONCESSIONAIRE

This Agreement shall be subject to termination by the Concessionaire regardless of grounds therefore by giving PDA-DPH thirty (30) days written notice. The provisions of paragraph 20 shall survive termination.

6. CANCELLATION BY PDA-DPH

This Agreement shall be subject to termination by PDA-DPH in the event of the failure of the Concessionaire to perform, keep and observe any of the conditions of the contract and the failure of the Concessionaire to correct the default or breach within a time specified by PDA-DPH. This contract may be terminated immediately by PDA-DPH in the event the Concessionaire fails to provide proof of insurance coverage or engages in any activity which is deemed, in the sole discretion of PDA-DPH, to compromise public safety and health. PDA-DPH may terminate this ROE for any other reason upon ninety (90) days advanced written notice of termination. The provisions of paragraph 20 shall survive termination.

7. RIGHT TO DECIDE QUESTIONS

The decision of PDA-DPH relative to the proper performance of the terms of the Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in the Agreement and specifications that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

8. ASSIGNMENT OR SUBCONTRACT

This Agreement may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the building that is subject to the ROE to another party does not guarantee that party will receive an Agreement to operate a concession at the Premises.

9. RIGHT TO INSPECT

The Concessionaire shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the Premises at all reasonable hours for the purpose of examining and inspecting said Premises, or for any other purpose as may be required by this Agreement. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of the Concessionaire's business.

10. SANITATION

The Concessionaire shall be responsible for routine cleaning of all areas of the Premises where food or merchandise is stored, prepared, or sold and the equipment used in support of these activities. Concessionaire shall at all times be responsible for grounds pickup on the Premises and other areas of the Marine Facility where its customers consume food and beverage items purchased from the Concessionaire.

Cleaning within this proposal shall mean the picking up of all waste materials and the routine cleaning of walls, floors, windows, fixtures, draperies, blinds, tables, chairs, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service.

Concessionaire shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH or any other governmental entity having jurisdiction over such matters. Any licenses or permits required to sell food and beverage items shall be prominently displayed on the Premises in plain view of the public. The Concessionaire shall maintain at least two lined and covered durable garbage containers, each with a capacity of at least fifty (50) gallons on the Premises, and shall be responsible for regularly picking up garbage and rubbish and depositing same at a location designated by PDA-DPH. Waste shall not be left in Concessionaire's garbage containers overnight.

11. ANIMALS

In accordance with NH RSA 466:44, the Concessionaire agrees that they will not allow any animal into the building identified in the ROE, with the exception of service animals as contained within the provisions of NH RSA 167-D.

12. EQUIPMENT

All equipment deemed necessary by the Concessionaire shall be obtained at its own expense. The Concessionaire shall be responsible for all necessary electrical, plumbing and ventilating installations in accordance with existing local, state, and federal codes. Sales and service layout areas proposed by the Concessionaire are subject to the approval of PDA-DPH.

13. ITEMS TO BE SOLD

Concessionaire shall provide PDA-DPH a written list of all menu items at least 30 days prior to commencement of each Period under the Agreement Term for PDA-DPH approval. In all instances, food and beverage items sold must be of good quality and meet the approval of PDA-DPH. Questions on quality will be referred to PDA-DPH whose judgment in all cases shall be final.

14. RECYCLABLE AND BIODEGRADABLE SERVING MATERIALS

The Concessionaire shall utilize serving supplies produced from recyclable or biodegradable materials.

15. PRICES

The rates and prices charged for all items sold shall be subject to the review and approval of PDA-DPH, which approval shall not be unreasonably withheld. In approving prices, primary consideration shall be given to the prices charged for similar merchandise furnished or sold outside the areas administered by the particular park area under similar conditions, with due regard being given to such other factors as may be deemed significant. Prices shall be legibly posted on the Premises by the Concessionaire in plain view of the public.

16. PERSONNEL

Concessionaire shall at all times maintain a staff of employees necessary for efficient operation of the business.

All employees of the Concessionaires shall be clad in neat and clean attire satisfactory to PDA-DPH. The Concessionaire shall employ only competent and satisfactory persons and whenever PDA-DPH shall notify the Concessionaire in writing that any person employed on the Premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such conditions shall be corrected or such person shall be discharged and shall not again be employed without consent of the PDA-DPH. The Concessionaire shall have a competent and responsible supervisor in attendance at all times.

Employment of any elected official of the State of New Hampshire by the Concessionaire is prohibited during the period this Agreement is in force.

No one other than employees of the Concessionaire will be allowed behind counters in the service and sales areas on the Premises without the approval of both the Concessionaire and PDA-DPH.

17. HOURS OF OPERATION

Dates and hours of operation will be set as a matter of written Agreement between the Concessionaire and PDA-DPH. As service to the public is the underlying objective, the decision of PDA-DPH will be final.

18. STATUTES, ORDINANCES AND REGULATIONS

In connection with the performance of this Agreement, the Concessionaire agrees to comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, including those of PDA-DPH, which shall impose any obligation or duty on the Concessionaire and to procure all necessary licenses and permits required in connection with the operations described herein.

19. FINAL AUTHORITY

In order to guarantee the high quality of services and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness, and services must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.

20. PERFORMANCE & INDEMNIFICATION

The Concessionaire agrees to perform and faithfully observe and comply with the conditions, regulations and provisions prescribed herein and further to defend (with counsel acceptable to the State of New Hampshire and PDA-DPH) and indemnify the State of New Hampshire and PDA-DPH 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 Agreement:

- A. From any condition of the Premises including any building structure or improvements thereon for which Concessionaire has taken possession of hereunder;

- B. From any breach or default of any obligation on the part of Concessionaire to be performed pursuant to the terms of this Agreement or from any act or omission of Concessionaire 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 Agreement, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, building, and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this Agreement.

21. RELATION TO STATE

In the performance of this Agreement, the Concessionaire is in all respects, an independent contractor and is neither an agent nor an employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time be legally responsible for any negligence or willful acts on the part of said Concessionaire or any of its officers, employees, agents or members resulting in either personal or property damage to any individual, firm or corporation. Neither the Concessionaire nor any of its officers, employees, agents or members shall have authority to bind the State of New Hampshire and PDA-DPH nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State of New Hampshire and PDA-DPH to its employees.

The Concessionaire agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to the Concessionaire's equipment or supplies or equipment rented or leased by the Concessionaire from others from any cause whatsoever while they are located on state property either during the operating period or while in storage.

22. INSURANCE

On or before the effective date of this Agreement, Concessionaire and any agent, contractor, or vendor of Concessionaire shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A.

23. SOVEREIGN IMMUNITY

No provisions of this Agreement shall be deemed to constitute or effect a waiver of this sovereign immunity of the State of New Hampshire and no provision of this Agreement 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 contract to the extent such are permitted by New Hampshire NH RSA Ch.491:8, as the same may be amended.

24. MEETINGS

Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and the Concessionaire for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, process, portions, products or policies and other pertinent business which may arise.

FULL COMPANY NAME

CONCESSION

6

The PDA-DPH will be represented at these meetings by the Director of the DPH or his/her authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate.

The Concessionaire shall be represented, at a minimum, by one (1) officer of the company or a corporation, a partner (if a partnership) or the owner.

25. AMENDMENT

This Agreement may be amended only by an instrument in writing and signed by both parties hereto.

26. CONSTRUCTION OF CONTRACT AND TERMS

This contract shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

27. CONDITIONAL OBLIGATION OF THE STATE

Notwithstanding, anything to the contrary contained in this Agreement, it is understood and agreed to by the parties hereto that all obligations of the State of New Hampshire and/or PDA-DPH hereunder, including, without limitation, the continuance of payments or any other obligation hereunder are contingent upon the availability and continued appropriation of funds by the General Court of New Hampshire and made available for any payments or any other obligation hereunder, are contingent upon the availability and continued appropriation of funds by the General Court of New Hampshire and made available for any payments or any other obligation hereunder in excess of such available appropriated funds. In the event of a reduction or termination of said appropriated funds, the State of New Hampshire and/or PDA-DPH shall have the right to terminate this Agreement by giving the Concessionaire fifteen (15) days advance written notice of such termination and upon the expiration of said fifteen (15) days, this Agreement shall terminate.

28. WAIVER OF BREACH

No waiver by PDA-DPH of its right to enforce any provision hereof after default on the part of the Concessionaire shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Concessionaire.

29. ENTIRE AGREEMENT

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior Agreements and understandings relating thereto.

[remainder of page intentionally left blank, signature page follows]

FULL COMPANY NAME
CONCESSION
7

**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS**

Date: _____

Witness

Paul E. Brean, Executive Director, PDA

Date: _____

FULL COMPANY NAME

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title

DRAFT

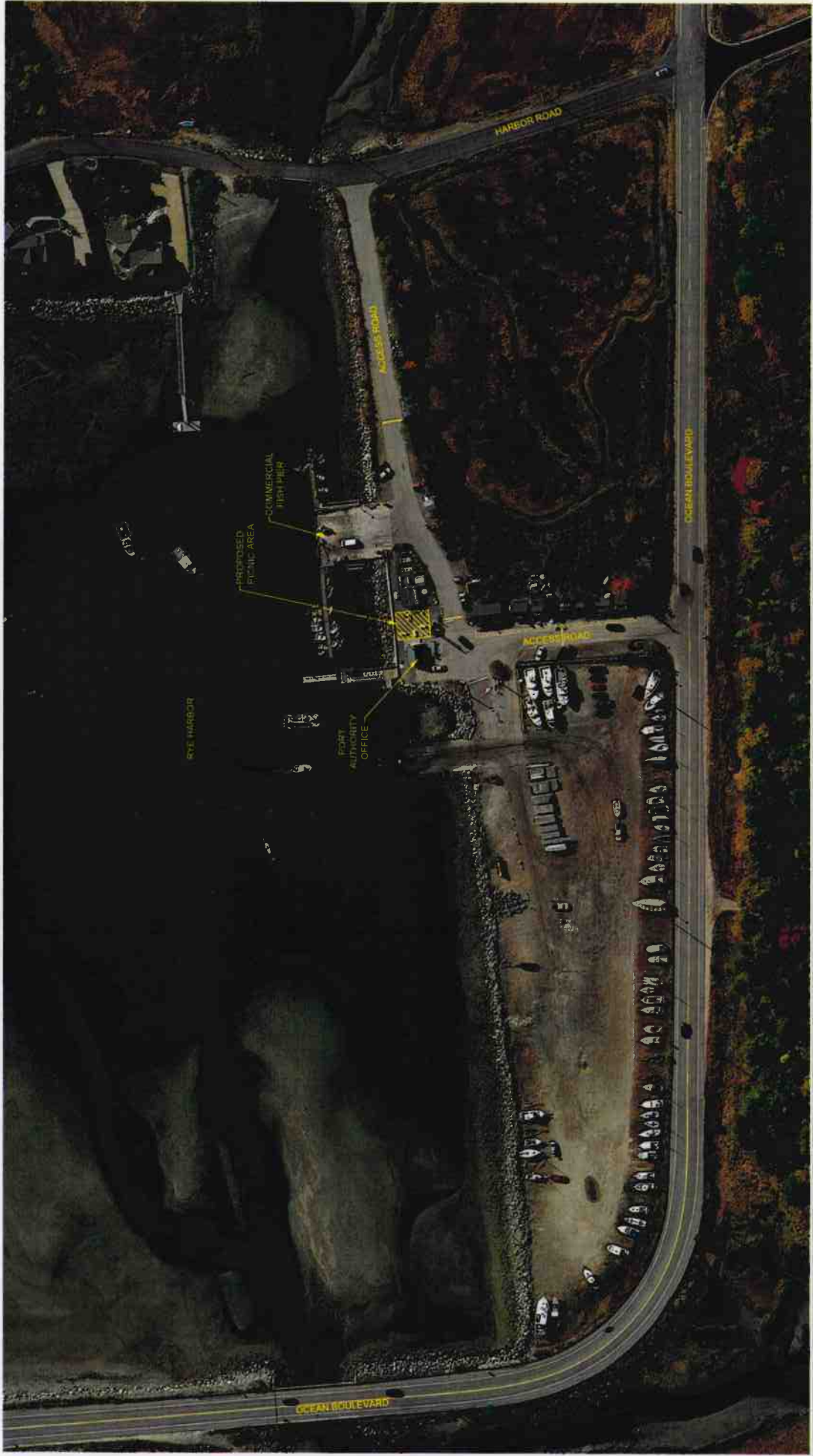


Exhibit Depicting Proposed Rye Harbor Picnic Area



PEASE DEVELOPMENT AUTHORITY

DESIGNED BY: MRM DATE: 3/1/23 SCALE: 1"=100'

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MOTION


Director Ferrini:

The Pease Development Board of Directors hereby approves the Initial Proposed Administrative Rules Pda 600, State Owned Commercial Piers & Facilities, attached hereto, for re-adoption with amendments.

Further, the Board authorizes the Director of the Division of Ports and Harbors to take any necessary or recommended action in furtherance of this matter; all in accordance with the Memorandum of Geno Marconi, Director of the Division of Ports and Harbors, dated February 21, 2023, attached hereto.

Date: February 21, 2023

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Director 

Subject: Initial Proposal, Administrative Rules; Initial Proposed Pda 600-State Owned Commercial Piers & Facilities

In accordance with RSA 12-G:42, X (d) the Pease Development Authority ("PDA"), acting through its Division of Ports and Harbors ("the Division"), shall adopt administrative rules pursuant to RSA 541-A, relative to STATE OWNED COMMERCIAL PIERS & ASSOCIATED FACILITIES (Pda 600). The current Pda 600 rules will expire October 31, 2023 and the Division, pursuant to RSA 541-A:6, has started the lengthy process to readopt the rules, with a few minor amendments, notated in red in the attached document.

In accordance with RSA 12-G:44, IV, the Division presented the Initial Proposal of Pda 600, to the Division of Ports and Harbors Advisory Council ("Council") at the Council's meeting on February 8, 2023. The Council voted to **recommend** that the PDA Board of Directors approve the Initial Proposed Rules and submit them to the Office of Legislative Services for publication in the NH Rulemaking Register. As part of the rulemaking process, the Initial Proposed Rules will be posted for public hearing and comment. Additionally, the Initial Proposed rules were presented to the PDA Port Committee at its February 9, 2023, meeting for review prior to the March PDA Board meeting. Comments received during the public comment period will be considered prior to submitting the Final Proposed Rules to the Board.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve the Initial Proposed Pda 600 Rules, as presented and annotated, pursuant to RSA 541-A:6.

**Initial Proposed Pda 600 Rules
PDA Board Meeting
March 16, 2023
Summary of Amendments**

Below is summary of the proposed amendments. Most Language changes are shown in *blue letters* below, some language changes are extensive and not shown here.

Amendments are shown in *red letters* in the Initial Proposed rules.

- 602.05 Editorial correction in referenced rule (pg. 2)
- 603.01,(f); Added language; “No fishing shall be allowed from a recreational-use pier, *or from a vessel attached to any recreational pier.*” (pg. 4)
- 603.02,(f),(1),b; removed reference to obtaining “food and beverages” as a justification for a vessel without a pier use permit to secure to a business-use pier and added “*...or another justifiable purpose.*”
- Pda 603.02,(d),(2) Housekeeping, removed the word “provided” (pg.4)
- Pda 603.02,(h) Eliminated in its entirety. Allowed embarking and disembarking of passengers from UNH boats on the Portsmouth Fish Pier under an RSA that no longer exists. (RSA 421:3). (pg. 5)
- New 603.02,(h) (Previously 603.02,(i)) Added language; “No fishing shall be allowed from a business-use pier, *“or from a vessel attached to any business-use pier.”* (pg. 5)
- 603.03; added language on emergency response vehicles and removed language related to state vehicles. (pgs. 5-7)
- 603.04; More language about emergency response vehicles. (pg.8)
- 603.05; added “*at the owners expense*” as it relates to the removal of vehicles and trailers at piers and facilities.
- 603.06,(g); New addition to address animal control (pg. 8)
- 603.07 Oil, gas, or other petroleum product(s) added “*except as allowed in (b) above.*” (pg. 9)
- 604.01; added daily seasonal launch permits and stickers, its always been done, but just codifying in the rule (pg. 10)
- 604.02 (c) correction to referenced rule (pg. 11)
- 604.07 corrected spelling in title (pg. 14)
- 604.08 (a)(3) added language regarding bus tickets: (3) “*Buses carrying groups visiting a business that holds a pier use permit such as a whale watch operation, transportation service or a charter boat.*” (pg. 15)
- 604.08 (c-h) modified & added language to clarify parking rules and time limits (pg. 15)
- 604.11 Added Hampton Harbor (pg. 17)
- 605.03 (a) removed the requirement for a “return receipt” to mirror the mooring permit rules-certified mail can be tracked online and this will save in postage fees (pg. 19)
- 606.01,(a),(3),e; Addition of the Hoist document as a requirement for Pier Use. They must provide a signed copy of; (pg. 22)
“*The Annual Hoist Safety Acknowledgement Sheet with the applicant’s signature acknowledging they agree to follow the requirements related to safe operation of division hoists and that they have made their crewmembers aware of the requirements*”
- 606.11 and 607.02 Added Hampton Harbor (pgs. 32 & 33)

**Initial Proposed Pda 600 Rules
PDA Board Meeting
March 16, 2023
Summary of Amendments**

- 610.02 (h) added a daily parking ticket for bus, this has always been on the schedule of fees, but was not included in the actual rule (pg. 52)
- Schedule of Fees, added the word *“ticket”* to the “Daily Parking Bus” to mirror the other types of tickets in the schedule (pf. 53)

Readopt Pda 601.01-602.04 effective 11-1-13 (Document # 10441), cited and to read as follows:

CHAPTER Pda 600 STATE-OWNED COMMERCIAL PIERS AND ASSOCIATED FACILITIES

PART Pda 601 DEFINITIONS

Pda 601.01 “Chandlery items” means supplies or equipment for vessels or other marine-related purposes.

Pda 601.02 “Commercial fisherman” means the owner or operator of any commercial fishing vessel.

Pda 601.03 “Off-site business” means a commercial entity:

- (a) That has a business purpose for using the facilities of a business-use pier; and
- (b) With a principal place of business at a location other than a state-owned commercial pier or associated facilities.

Pda 601.04 “Recreational-use pier berthing area” means the area(s) of a recreational-use pier located at Rye Harbor or Hampton Harbor designated by the division director or designee for the berthing of vessels.

Pda 601.05 “Seasonal” or “season” means between April 1 and October 31.

Pda 601.06 “Transient commercial fishing vessel” means a commercial fishing vessel without an annual pier use permit for a business-use pier that utilizes a business-use pier on a one-time basis for repairs, take-out, or other purpose consistent with rules under Pda 600 relating to the use of business-use piers.

Pda 601.07 “Unattended,” at a state-owned commercial pier, in reference to a:

- (a) Vessel, means that the person in charge of the vessel and able to move the vessel is:
 - (1) Either:
 - a. Not on the state-owned commercial pier or associated facilities; or
 - b. On the state-owned commercial pier or associated facilities but out of direct line of sight to the vessel; and
 - (2) Has failed to place in charge of the vessel during his or her absence from the vessel another person who is capable of operating the vessel and who is properly licensed under state and, if applicable, federal law to operate such vessel; and
- (b) Vehicle, means that the person in charge of the vehicle and able to move the vehicle is:
 - (1) Either:
 - a. Not on the state-owned commercial pier or associated facilities; or
 - b. On the state-owned commercial pier or associated facilities but out of direct line of sight to the vehicle; and

- (2) Has failed to place in charge of the vehicle during his or her absence from the vehicle another person who is capable of operating the vehicle and who is properly licensed to operate such vehicle.

PART Pda 602 PERMITS AND STICKERS REQUIRED

Pda 602.01 Pier Use Permit Required at Business-Use Piers. No person shall secure a vessel to a business-use pier unless a pier use permit has been issued by the division under Pda 600, except as provided in Pda 603.02(f).

Pda 602.02 Pier Use Permit Required for Charter Boat. No charter boat shall be secured to a recreational-use pier unless a pier use permit has been issued to the owner or operator of the charter boat for the charter boat by the division under Pda 600.

Pda 602.03 Skiff Permit and Sticker Required at Skiff Dock. No person shall secure a skiff to a skiff dock unless a skiff permit and skiff sticker have been issued for the skiff by the division under Pda 600.

Pda 602.04 Business-Use Pier Vehicle Sticker Required. No person shall operate or park a vehicle on a business-use pier or in a business-use pier parking area unless the vehicle displays a valid business-use pier vehicle sticker, except as provided in Pda 603.03(d).

Readopt with amendment Pda 602.05, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 602.05 General Use Parking Lot. No person shall park a vehicle in a general use parking lot located on associated facilities except as provided in Pda 603.04~~(b)(1)-(c)(1-2)~~

Readopt Pda 602.06, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 602.06 Annual Berthing Permit Required at Portsmouth Pier Berthing Area No person shall secure a vessel in the Portsmouth pier berthing area unless a annual berthing permit has been issued by the division under Pda 600.

Readopt with amendments Pda 603.01-603.07, effective 11-1-13 (Document # 10441), cited and to read as follows:

PART Pda 603 USE OF STATE-OWNED COMMERCIAL PIERS AND ASSOCIATED FACILITIES

Pda 603.01 Recreational-Use Piers.

(a) No vessel shall be secured or attempted to be secured to a recreational-use pier if the vessel would interfere with the use of the pier by another vessel already approaching, departing from, or secured to the pier, except that a private recreational vessel already secured to the pier shall comply with (g) below.

(b) Only the following shall be secured to a recreational-use pier:

- (1) Private recreational vessels;
- (2) A charter boat for which a pier use permit has been issued under Pda 600;

(3) A vessel for which an overnight recreational-use pier berthing permit has been issued under Pda 600; and

(4) Vessels with permission obtained pursuant to (d) below.

(c) A vessel may be secured to a recreational-use pier for the following purposes:

(1) Loading or unloading of passengers or equipment, or both, provided that the loading or unloading of passengers by a charter boat shall be allowed only in accordance with the terms of a written contractual agreement with the authority;

(2) Use of state-owned facilities or other businesses located on the pier or associated facilities by passengers or crew of the vessel;

(3) Overnight berthing in accordance with Pda 604.07;

(4) For emergency repairs; or

(5) For any purpose authorized by the division pursuant to (d)(1) below.

(d) Except as provided in Pda 604.07 for a vessel for which an overnight berthing recreational-use pier berthing permit has been issued, no vessel shall be secured to a recreational-use pier for longer than 30 minutes, unless the vessel operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that:

a. The securing of the vessel would not interfere with the use of the pier by another vessel approaching, departing from, or already secured to the pier; and

b. One or more of the following applies:

1. The crew or passengers, or both, of the vessel are making use of state-owned facilities on the pier or in the vicinity of the pier and the use requires more than 30 minutes;

2. The vessel is undergoing emergency repairs that take longer than 30 minutes;

3. Because of volume or complexity, the loading or unloading of passengers or equipment, or both, lasts longer than 30 minutes;

4. A charter boat requires more than 30 minutes for provisioning, preparation, or cleanup before its departure or after its arrival;

5. Weather or tide conditions make it hazardous for the vessel not to be secured to the pier;

6. A medical emergency exists involving a passenger or crew member;

7. Failure to secure the vessel to the pier would result in an imminent and substantial hazard to navigation or to the safety of any person on board such vessel; or

8. A vessel is scheduled to be hauled out or launched and the haulout/launching fee for the vessel has been paid by the owner or operator of the vessel or by a third party that has a written agreement with the authority; and

(2) Gives the owner or operator of the vessel oral permission to remain at the pier longer than 30 minutes but only as long as necessary to accomplish the purpose for which the vessel is secured to the pier.

(e) No vessel shall be left unattended while secured to a recreational-use pier, except a skiff with a skiff permit secured to a skiff dock.

(f) No fishing shall be allowed from a recreational-use pier, or from a vessel attached to any recreational pier.

(g) Operators of private recreational vessels shall remove their vessels from a recreational-use pier when an authorized or permitted charter boat approaches the pier.

Pda 603.02 Business-Use Piers; Restrictions; Skiffs; Emergency Use Allowed.

(a) Only a commercial fishing vessel or commercial cargo vessel with a pier use permit shall be secured to a business-use pier, except as provided in (d), (f), and (g) below.

(b) The loading or unloading of a commercial cargo vessel shall be allowed only in accordance with the terms of a written contractual agreement with the authority.

(c) No vessel shall be left unattended while secured to a business-use pier, except:

(1) A vessel with a berthing permit in the Portsmouth pier berthing area; or

(2) A skiff with a skiff permit secured to a skiff dock.

(d) No commercial fishing vessel or commercial cargo vessel shall be secured for more than 30 minutes, and no other vessel shall be secured at any time to a business-use pier, except a commercial fishing vessel with a berthing permit or as provided in (e) or (f) below, unless the vessel owner or operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that one or more of the following applies:

a. The volume or complexity of loading or offloading harvested seafood or equipment or both requires longer than 30 minutes;

b. The vessel requires repairs or maintenance that take longer than 30 minutes;

c. Weather or tide conditions make it hazardous for the vessel not to be secured to the pier;

d. A medical emergency exists involving a passenger or crew member; or

e. Failure to secure the vessel to the pier would result in an imminent and substantial hazard to navigation or to the safety of any person on board such vessel; and

(2) Gives the owner or operator of the vessel oral permission to be secured to the pier, but only for as long as the situation creating the reason for the stay exists and provided space is available.

(e) A commercial fishing vessel or a commercial cargo vessel waiting to unload cargo shall be allowed to be secured to a business-use pier between sunset and sunrise, if the operator of the vessel expects a vehicle to arrive before 12:00 noon to pick up the vessel's cargo. A vessel shall not remain secured to a business-use pier pursuant to this paragraph for more than 24 hours without seeking additional approval from the division pursuant to (d) above.

(f) A vessel without a pier use permit may be secured to a business-use pier for up to 30 minutes, if the vessel operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that:

- a. The securing of the vessel would not interfere with the use of the pier by another vessel approaching, departing from, or already secured to the pier; and
- b. The crew or passengers, or both, of the vessel are making use of state-owned facilities or other businesses located on the pier or associated facilities to obtain fuel, chandlery items, ~~food, or beverages~~ or another justifiable purpose; and

(2) Gives the operator of the vessel oral permission to be secured to the pier, but only for as long as the situation creating the reason for the stay exists.

(g) The holder of a mooring permit issued under Pda 500 for which a skiff permit has been issued under Pda 600 shall be allowed to tie one skiff at the designated skiff dock. Such skiff shall be identified by a skiff sticker issued under Pda 604.04 attached to the skiff in a conspicuous location.

~~(h) No embarking or disembarking of passengers shall be allowed from a business-use pier, except passengers embarking or disembarking from university system of New Hampshire marine science vessels authorized to use the business-use pier in Portsmouth pursuant to Chapter 421:3, Laws of 1975.~~

~~(hi) No fishing shall be allowed from a business-use pier, or from a vessel attached to any business-use pier.~~

(ij) Vessel maintenance on a business-use pier shall be scheduled so as not to interfere with ongoing commercial activity in posted loading and unloading areas.

Pda 603.03 Vehicles and Trailers on Piers.

(a) The provisions of this section relating to vehicles shall also apply to trailers towed by vehicles and the parking of trailers.

(b) No vehicle shall be parked or operated on a recreational-use pier, except:

- (1) ~~State-owned~~ vehicles on the pier for purposes of law enforcement or emergency response;
- (2) A vehicle servicing property owned or operated by the authority; and
- (3) Vehicles necessary for emergency repair of a vessel secured to the pier, if the division director or an employee of the division determines that:
 - a. An emergency repair is required for the vessel; and

- b. A vehicle(s) requires access to the pier to accomplish the emergency repair.
- (c) A vehicle shall be operated or parked on a business-use pier only when the vehicle is:
- (1) A ~~state-owned vehicle~~ on the pier for purposes of law enforcement or emergency response;
 - (2) Being used to load or unload a commercial fishing vessel or commercial cargo vessel owned or operated by the holder of a pier use permit;
 - (3) Necessary for the maintenance or repair of a commercial fishing vessel or commercial cargo vessel;
 - (4) Directly associated with the provision of commercial service(s) to a vessel secured to the pier;
 - (5) Being used for purposes of an off-site business by the holder of a pier use permit; or
 - (6) Servicing property owned or operated by the authority.
- (d) All vehicles shall display a business-use pier vehicle sticker while being operated or parked on a business-use pier, except:
- (1) ~~State-owned~~ ~~vehicles~~ on the pier for purposes of law enforcement or emergency response; and
 - (2) Vehicles allowed access to the pier under (c)(3), (4), or (6) above.
- (e) No vehicle shall restrict access to a state-owned commercial pier or associated facilities.
- (f) No vehicle shall impede the work of commercial activity.
- (g) No vehicle shall be left unattended on a business-use pier.
- (h) The operator of any vehicle operated or parked on a business-use pier for the purposes of (c) above after 6:00 p.m. shall notify the harbormaster or the division by telephone or in person of the presence of the vehicle, the purpose for which the vehicle is being used, and the estimated time the work requiring the vehicle will be completed.
- (i) The harbormaster or the division shall grant permission under (h) above if:
- (1) The requested additional time is necessary to complete the work involving the vehicle;
 - (2) The vehicle will not be left unattended;
 - (3) The work requiring the vehicle does not restrict access to state-owned commercial piers or associated facilities or impede the work of commercial activity; and
 - (4) The work does not pose a hazard to persons or property.

Pda 603.04 Parking in Parking Areas Located on Associated Facilities.

- (a) The division shall designate areas for short-term parking, long-term parking, business-use pier parking, and general use parking, as needed.

(b) All parking at state-owned commercial piers and associated facilities shall be on a first-come, first-served basis, subject to available space. All parking shall be subject to the control and direction of employees of the division consistent with Pda 600.

(c) Parking shall be allowed:

(1) In general use parking lots for:

a. The holder of a valid:

1. Daily parking ticket;
2. Overnight parking permit;
3. Seasonal overnight parking permit;
4. Seasonal daily parking permit; or
5. Business-use pier vehicle sticker, if the business-use pier parking area is at capacity; or

b. Pursuant to a written contractual agreement with the authority; or

c. First responders responding to an emergency situation, conducting training or for any other legitimate purpose; and

(2) In a business-use pier parking area, by:

a. The holder of a valid business-use pier vehicle sticker; or

b. A person servicing a commercial fishing vessel, a commercial cargo vessel, or property owned or operated by the authority, pursuant to Pda 603.03(c)(3) or (6).

(d) Short-term parking shall:

(1) Not exceed 30 minutes; and

(2) Be available only for a person visiting a state-owned commercial pier for a purpose related to the state-owned commercial pier and associated facilities.

(e) Overnight parking of vehicles in the Portsmouth, Rye Harbor, or Hampton Harbor business-use pier parking areas shall be allowed only for vehicles for which a business-use pier parking sticker has been issued by the division and is displayed in accordance with (h) below.

(f) Overnight parking of vehicles in a general use parking area shall be allowed only for vehicles for which:

(1) A business-use vehicle sticker has been issued by the division;

(2) An overnight parking permit has been issued by the division and is displayed in accordance with (g) below;

(3) A seasonal overnight parking permit and sticker have been issued by the division and the seasonal overnight parking sticker is displayed in accordance with (h) below; or

(4) Parking is allowed pursuant to a written contractual agreement with the authority.

(g) Each vehicle operator of a vehicle for which an overnight parking permit or daily parking ticket has been issued shall display the permit or ticket in the vehicle in a visible location.

(h) Each vehicle operator of a vehicle for which a parking sticker has been issued shall affix the parking sticker on the vehicle in a clearly visible location using the adhesive provided on the sticker.

Pda 603.05 Removal of Vehicles or Trailers from Piers and Associated Facilities. If the owner or operator of a vehicle or trailer parked in violation of Pda 603.03 or Pda 603.04 is not available or refuses to move the vehicle or trailer, the division shall remove or arrange for the removal of such vehicle or trailer or both from the pier or associated **facilities at the owner's expense.**

Pda 603.06 General Safety Requirements: Attachments to Piers.

(a) All vessel operators shall exercise caution when approaching, leaving, or securing a vessel to a state-owned commercial pier.

(b) No person shall dive or swim from a state-owned commercial pier, except when doing so for pier or vessel maintenance.

(c) No person shall attach any object to a state-owned commercial pier other than lines to secure a vessel, unless such use is authorized under a written contractual agreement with the authority.

(d) No person shall create a condition on a state-owned commercial pier or associated facilities that would result in a violation of the law, including any rule set forth in Pda 600, create an imminent and substantial threat to human health, public safety, or the environment, or be likely to result in immediate and substantial damage to division property.

(e) The division director or a division employee shall require any person or vessel to leave a state-owned commercial pier or associated facilities if that person's or vessel's presence is in violation of the law, including any rule set forth in Pda 600, presents an imminent and substantial threat to human health, public safety, or the environment, or is likely to result in immediate and substantial damage to division property.

(f) If prevailing conditions require that a vessel be removed from a state-owned commercial pier because failure to remove the vessel would result in a violation of the law, including any rule set forth in Pda 600, an imminent and substantial threat to human health, public safety, or the environment, or immediate and substantial damage to division property, a representative of the division shall remove or arrange for the removal of the vessel from the pier.

(g) Any person who is the owner or custodian of any animal, while on a state-owned commercial pier or associated facilities, shall at all times have said animal on a standard or retractable leash not greater than six feet in length, or under their immediate control by means of personal presence and attention and, shall properly dispose of any waste or garbage the animal excretes or causes to be scattered on the property.

Pda 603.07 Dumping of Fish and Other Marine Species and Waste Disposal at State-Owned Commercial Piers and Associated Facilities.

(a) No person shall deposit in the waters adjacent to a state-owned commercial pier or associated facilities any dead fish or other marine species, or parts thereof, or fish smothered or injured to such an extent that they will die.

(b) No person shall dispose of waste at a state-owned commercial pier or associated facilities except in containers designated for that purpose.

(c) In the absence of a designated container or when a container is full, a person shall remove his or her own waste from state property.

(d) Any waste container located on a business-use pier shall be only for the use of persons authorized to use the business-use pier.

(e) Any waste container designated for use only by the holder of a pier use permit shall be used only by the holder of a pier use permit.

(f) No person shall dispose of any of the following at a state-owned commercial pier or associated facilities:

- (1) Hazardous waste as defined in RSA 147-A:2, VII;
- (2) Hazardous materials as defined in RSA 147-B:2, VIII; or
- (3) Oil, gas, or other petroleum product(s) except as allowed in (b) above.

Readopt Pda 603.08-603.11, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 603.08 Fuel.

(a) Fuel containers shall not be left unattended on any state-owned commercial pier or associated facilities.

(b) No person shall dispense fuel on a state-owned commercial pier, except a person:

- (1) Dispensing fuel from facilities:
 - a. Located on the state-owned commercial pier; and
 - b. Designated by the division for the purpose of dispensing fuel;
- (2) Dispensing fuel under the terms of a written contractual agreement with the authority; or
- (3) Employed by a person or entity dispensing fuel under the terms of a written contractual agreement with the authority.

Pda 603.09 Welding and Hot Work. No person shall perform welding and hot work on a state-owned commercial pier, except a person performing such work under the terms of a written contractual agreement with the authority.

Pda 603.10 Storage of Property at State-Owned Commercial Piers Restricted.

(a) No person shall store any vessel, trailer, equipment, or other property at a state-owned commercial pier or associated facilities unless the person has entered into a written contractual storage agreement with the division.

(b) Lobster bait shall not be stored on a state-owned commercial pier or associated facilities in excess of 24 hours.

(c) The division shall maintain wait lists for summer and winter vessel storage in accordance with Pda 605.01 when a vessel storage facility is at capacity.

(d) The division shall designate summer or winter storage areas, or both, at state-owned commercial piers.

Pda 603.11 General Restrictions and Limitations.

(a) There shall be no camping or sleeping on state-owned commercial piers or associated facilities.

(b) The consumption of alcohol at state-owned piers or associated facilities shall be prohibited, unless permission has been granted in accordance with the terms of a written contractual agreement with the authority. The service and consumption of alcohol pursuant to such a contract shall comply with the relevant provisions of RSA 178, RSA 179, Liq 400, Liq 500 and Liq 700.

Readopt with amendments Pda 604.01-604.02, effective 11-1-13 (Document # 10441), cited and to read as follows:

PART Pda 604 PERMITS AND STICKERS

Pda 604.01 Types of Permits and Stickers. The following types of permits and stickers shall be issued under Pda 600:

- (a) Annual pier use permits;
- (b) Business-use pier vehicle stickers;
- (c) Skiff permits and skiff stickers;
- (d) Single-use pier permits;
- (e) Annual berthing permits;
- (f) Overnight recreational-use pier berthing permits;
- (g) Daily seasonal parking permits and stickers;
- (h) daily seasonal launch permits and stickers;
- (hi) Overnight parking permits; and
- (hj) Seasonal overnight parking permits and stickers.

Pda 604.02 Granting of Annual Pier Use Permits: Modification, Duration, and Transferability.

- (a) The division director or designee shall grant annual pier use permits pursuant to Pda 606.01.
- (b) The following shall be permitted to apply for an annual pier use permit:
 - (1) The owner or operator of a commercial fishing vessel;
 - (2) The owner or operator of an off-site business;
 - (3) The owner or operator of a commercial cargo vessel; and
 - (4) The owner or operator of a charter boat.
- (c) Any person listed under (ab) above may make application for an annual pier use permit by:
 - (1) Submitting a completed application form as described in Pda 609.01 to the division; and
 - (2) Paying the annual pier use permit fee.
- (d) An annual pier use permit shall allow:
 - (1) A commercial fishing vessel to be secured to the Portsmouth, Rye Harbor, and Hampton Harbor business-use piers and to use division hoists on these piers;
 - (2) An off-site business that needs access to facilities at a business-use pier for its business purposes to access such pier(s);
 - (3) A commercial cargo vessel to be secured to the Portsmouth, Rye Harbor, and Hampton Harbor business-use piers, provided that the loading or unloading of cargo shall be allowed only in accordance with the terms of a written contractual agreement with the authority; or
 - (4) A charter boat to be secured to the recreational-use piers at Rye Harbor and Hampton Harbor between the hours of sunrise and 11:59 p.m., provided that loading or unloading of passengers shall be allowed only in accordance with the terms of a written contractual agreement with the authority.
- (e) The holder of an annual pier use permit shall be permitted to remain secured to the pier to conduct its business that requires use of the pier only as long as necessary to complete its business, provided that the time period shall not exceed 12 hours.
- (f) An annual pier use permit shall be valid for a one-year period from January 1 to December 31. All annual pier use permits issued during the time period from January 1 to December 31 shall expire on December 31.
- (g) Annual pier use permits shall not be transferable.
- (h) An annual pier use permit for a commercial fishing vessel, commercial cargo vessel, or charter boat shall be modified by substitution of a modified or replacement vessel for the vessel identified in the permit if the following conditions are met:
 - (1) The permit holder provides to the division, at least 14 days before making use of the modified or replacement vessel under the annual pier use permit:
 - a. Written notice of any changes to vessel information under Pda 609.01(b)(11); and
 - b. If there is a new registration for the vessel, a copy of such registration; and

(2) Before making use of a modified or replacement vessel under the annual pier use permit, the permit holder pays to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit exceeds the permit fee paid for the original permit.

(i) The expiration date of a permit modified under (h) above shall be the same as the originally issued permit.

(j) Modification of an annual pier use permit under (h) above shall not result in modification of a berthing permit issued in conjunction with the annual pier use permit. A berthing permit shall be modified in accordance with Pda 606.07.

(k) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.01(b)(1)-(10).

Readopt Pda 604.03-604.06, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 604.03 Granting of Business-Use Pier Vehicle Stickers: Duration and Transferability.

(a) Business-use pier vehicle stickers shall be issued without an additional fee to:

(1) The holder of an annual pier use permit for a commercial fishing vessel, commercial cargo vessel, or charter boat, for:

a. A vehicle owned or leased by the permit holder; and

b. Up to 10 vehicles of vessel crew members or employees, as needed; and

(2) The holder of an annual pier use permit for an off-site business, for vehicle(s) owned or leased by the permit holder or by an employee of the permit holder and used for the business purposes for which the pier use permit was issued.

(b) A business-use pier vehicle sticker shall be valid for the same period of time as the permit in conjunction with which it is issued.

(c) Business-use pier vehicle stickers shall not be transferable.

(d) If a vehicle for which a business-use pier vehicle sticker was issued is replaced during the term of a permit, the division shall, upon written request of the permit holder and provision of the following information and documentation relating to the replacement vehicle, issue a replacement sticker:

(1) The name and address of the vehicle operator;

(2) The registration number of the vehicle; and

(3) A photocopy of the current state vehicle registration for the vehicle.

Pda 604.04 Granting of Skiff Permits: Duration and Transferability.

(a) The division director or designee shall grant skiff permits pursuant to Pda 606.02.

(b) The holder of a mooring permit for a mooring located in Portsmouth Harbor, Rye Harbor or Hampton Harbor shall be permitted to apply for a skiff permit for a skiff dock located at a state-owned commercial pier in the same harbor where the mooring is located.

(c) Any person listed under (b) above may make application for a skiff permit by:

- (1) Submitting a completed application form as described in Pda 609.02 to the division; and
- (2) Paying the skiff permit fee.

(d) A skiff permit shall allow the permit holder to secure a skiff at the skiff dock designated on the skiff permit, on a first-come, first-served, space available basis.

(e) A skiff permit shall be valid for the same period of time as the permit in conjunction with which it is issued under (b) above.

(f) Skiff permits shall not be transferable.

(g) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required in Pda 609.02(b)(1)-(3).

Pda 604.05 Granting of Single-Use Pier Permits; Duration and Transferability.

(a) The division director or designee shall grant single-use pier permits only for transient commercial fishing vessels on a space available basis pursuant to Pda 606.03.

(b) The owner or operator of a transient commercial fishing vessel shall be permitted to apply for a single-use pier permit.

(c) A single-use pier permit shall allow the transient commercial fishing vessel to be secured to the business-use pier specified in the permit and to use division hoists on the pier, subject to the restrictions in Pda 603.

(d) A single-use pier permit shall be valid for a one-time use of the pier for the period of time needed to load or off load marine species, provided that the time period shall not exceed 12 hours. The permit may be renewed on a daily basis, subject to the payment of the required permit fee.

(e) A single-use pier permit shall not be transferable.

(f) Any person who qualifies for a single-use pier permit may make application for a permit by:

- (1) Submitting an application as described in Pda 606.03 to the division; and
- (2) Paying the single-use pier permit fee.

Pda 604.06 Granting of Annual Berthing Permits; Duration and Transferability.

(a) The division director or designee shall grant annual berthing permits for the Portsmouth pier berthing area pursuant to Pda 606.04.

(b) Only the owner or operator of a commercial fishing vessel who has obtained an annual pier use permit shall be permitted to apply for an annual berthing permit.

(c) Any person eligible under (b) above may make application for an annual berthing permit by:

- (1) Submitting a completed application form as described in Pda 609.04 to the division; and
- (2) Paying the annual berthing permit fee.

(d) An annual berthing permit shall allow a commercial fishing vessel to be secured, unattended and for any length of time during the permit term, in the Portsmouth pier berthing area at a location designated by the division in accordance with the LOA, width and draft of the vessel, and the potential for storms, wind, waves, tides, currents, and wash at the berthing location.

(e) The holder of an annual berthing permit shall be billed by the division for each quarterly period from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

(f) Annual berthing permits shall not be transferable.

(g) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.04(b)(1)-(6).

(h) Modification of an annual berthing permit shall be in accordance with Pda 606.07.

Readopt with amendments Pda 604.07-604.08, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 604.07 Granting of Overnight Recreational-Use Pier Berthing Permits; Duration and ~~Transferability~~ Transferability.

(a) The division director or designee shall grant overnight berthing permits for a recreational-use pier berthing area pursuant to Pda 606.08.

(b) An overnight berthing permit shall allow a vessel to be berthed from 6:00 p.m. of one day to 6:00 p.m. of the following day.

(c) Any person may make application for an overnight berthing permit by:

- (1) Submitting a completed application form as described in Pda 609.05 to the division; and
- (2) Paying the overnight berthing permit fee.

(d) An overnight berthing permit shall allow a vessel to be secured, attended, overnight in the recreational-use pier berthing area at a location designated by the division in the accordance with the LOA, width and draft of the vessel, and the potential for storms, wind, waves, tides, currents, and wash at the berthing location.

(e) An overnight berthing permit shall be valid for the one night for which it was issued.

(f) Overnight berthing permits shall not be transferable.

Pda 604.08 Daily Parking at Hampton Harbor and Rye Harbor; Trailer Parking and Boat Launching.

(a) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue, unless such issuance is prohibited by Pda 607.03, a daily parking ticket for:

(1) Vehicle only; ~~or,~~

(2) Combination vehicle and trailer; ~~or,~~

(3) Buses carrying groups visiting a business that holds a pier use permit such as a whale watch operation, transportation service or a charter boat.

(b) Daily parking shall only be available at state-owned commercial piers and associated facilities located in Hampton Harbor and Rye Harbor.

(c) A daily parking ticket shall allow the holder to park one vehicle on the day of purchase at the location where the ticket was purchased.

~~A daily parking ticket shall allow the holder to park one vehicle on the day of purchase between sunrise and 11:59 p.m. in a general use parking area at the location purchased.~~

(d) Daily parking tickets are nontransferable and expire 30-minutes after the business or event the daily parking ticket holder was engaged in ends.

~~A daily combination parking ticket shall allow the holder to park one vehicle and one trailer in a general use parking area on the day of purchase between sunrise and 11:59 p.m. at the location where the ticket was purchased. The ticket holder shall also be allowed to launch and recover a vessel between sunrise and 11:59 p.m. at the boat launch area associated with that location.~~

(e) A daily combination parking ticket shall allow the holder to park one vehicle and one trailer in the general use parking area at Rye or Hampton Harbors on the day of purchase at the location where the ticket was purchased. The ticket holder shall also be allowed to launch and recover a boat at the boat launch area associated with that location.

~~Daily parking tickets shall be nontransferable.~~

(f) Daily combination parking tickets are nontransferable and expire 30-minutes after the business or event the daily combination parking ticket holder was engaged in ends.

(g) Daily Bus parking tickets shall allow the holder to park one bus in the general use parking area at Rye or Hampton Harbors on the day of purchase at the location where the ticket was purchased.

(h) Daily Bus parking tickets are nontransferable and expire 30-minutes after the business or event the daily combination parking ticket holder was engaged in ends.

Readopt Pda 604.09-604.10, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 604.09 Duration, Transferability, and Validity of Daily Seasonal Parking Permits at Hampton Harbor and Rye Harbor.

(a) The division director or designee shall grant daily seasonal parking permits and stickers for Hampton Harbor and Rye Harbor pursuant to Pda 606.09.

(b) A daily seasonal vehicle only parking permit shall allow the holder to park one vehicle in a general use parking area at the state-owned commercial pier and associated facilities specified in the permit between sunrise and 11:59 p.m. on any day during the season on a space available basis.

(c) A daily seasonal combination parking permit shall allow the holder to park one vehicle and one trailer in a general use parking area on any day during the season between sunrise and 11:59 p.m. at the

state-owned commercial pier and associated facilities specified in the permit on a space available basis. The permit holder shall also be allowed to launch and recover a vessel between sunrise and 11:59 p.m. at the boat launch area associated with that location.

(d) Daily seasonal parking permits and stickers shall be nontransferable. Daily seasonal permits and stickers shall be valid only for the single vehicle specified in the seasonal parking permit application, unless the division has issued a replacement sticker under (f) below for a replacement vehicle. Each daily seasonal parking permit and sticker shall be marked with the vehicle registration number of the vehicle specified in the daily seasonal parking permit application.

(e) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.06 (b)(1)-(6).

(f) If a vehicle for which a daily seasonal parking sticker was issued is replaced during the term of a permit, the division shall issue a replacement sticker upon:

- (1) Written request of the permit holder;
- (2) Provision of a copy of the replacement vehicle's registration; and
- (3) Return of the daily seasonal parking sticker previously issued by the division.

Pda 604.10 Duration, Transferability, and Validity of Overnight Parking Permits for General Use Lots.

(a) The division director or designee shall grant overnight parking permits pursuant to Pda 606.10 on a space available basis.

(b) Overnight parking permits shall only be available at the state-owned commercial piers and associated facilities located in Hampton Harbor and Rye Harbor. Each permit issued shall specify the single state-owned commercial pier and associated facilities for which the permit is valid.

(c) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue an overnight vehicle only parking permit allowing the parking of one vehicle from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season in a general use parking area at the state-owned commercial pier and associated facilities specified in the permit. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season. An overnight vehicle only parking permit shall be purchased on the day of use or, if applicable, on the initial day of use for 2 or more consecutive nights. There shall be no limitation on the number of overnight vehicle only parking permits purchased for non-consecutive nights.

(d) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue an overnight combination parking permit allowing parking from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season for a vehicle and trailer, including the right to launch and recover the vessel from the boat launch associated with the state-owned commercial pier and associated facilities specified in the permit. Only one multi-night permit under this paragraph shall be issued for any one trailer during the season. An overnight combination parking permit shall be purchased on the day of use, or, if applicable, on the initial day of use for 2 or more consecutive nights. There shall be no limitation on the number of overnight combination parking permits purchased for non-consecutive nights.

(e) Overnight parking permits shall be nontransferable. Each overnight parking permit shall be marked with the vehicle registration number of the vehicle specified in the overnight parking permit application.

Readopt with amendments Pda 604.11-605.02, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 604.11 Duration, Transferability, and Validity of Seasonal Overnight Parking Permits for Seasonal Overnight Parking at Hampton Harbor and Rye Harbor.

(a) The division director or designee shall grant seasonal overnight parking permits and stickers for Hampton Harbor and Rye Harbor pursuant to Pda 606.11.

(b) A seasonal overnight vehicle only parking permit shall allow the holder to park one vehicle for any period of time at any time during the season, on a space available basis, in the Hampton Harbor or Rye Harbor general use parking area.

(c) Seasonal overnight parking permits and stickers shall be nontransferable. Seasonal overnight parking permits and stickers shall be valid only for the single vehicle specified in the seasonal overnight permit application, unless the division has issued a replacement sticker under (e) below for a replacement vehicle. Each seasonal overnight parking permit and sticker shall be marked with the vehicle registration number of the vehicle specified in the seasonal overnight parking permit application.

(d) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.10(b)(1)-(6).

(e) If a vehicle for which a seasonal overnight parking sticker was issued is replaced during the term of a permit, the division shall issue a replacement sticker upon:

- (1) Written request of the permit holder;
- (2) Provision of a copy of the replacement vehicle's registration; and
- (3) Return of the seasonal overnight parking sticker previously issued by the division.

PART Pda 605 WAIT LISTS

Pda 605.01 Wait List Applications for Vessel Storage or Annual Berthing Permits.

(a) The division shall establish and maintain wait lists in accordance with (b) and (c) below for:

- (1) Any area at a state-owned commercial pier or associated facilities designated by the division for vessel storage when the division determines that the storage area is at capacity; or
- (2) Annual berthing permits for the Portsmouth business-use pier, when the division determines that the Portsmouth business-use pier is at capacity for annual berthing permits.

(b) A person seeking to be placed on a vessel storage wait list shall obtain a vessel storage wait list application form:

- (1) In person, from the:

- a. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(c) A person seeking to be placed on an annual berthing permit wait list shall obtain an annual berthing permit wait list application form:

(1) In person, from the:

- a. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or
- b. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(d) The applicant shall provide the information required on the wait list application form, as provided in Pda 609.08 or Pda 609.09.

(e) The applicant shall attach to the application the vessel storage wait list fee or annual berthing permit wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

Pda 605.02 Placement on Wait Lists.

(a) The division shall place the applicant's name on the wait list for:

- (1) Vessel storage at the storage area that the applicant has indicated on the wait list application, if the applicant has paid the vessel storage wait list fee(s); or
- (2) An annual berthing permit at the Portsmouth business-use pier, if the applicant has paid the annual berthing permit wait list fee.

(b) No wait list applicant shall be listed more than once on a vessel storage or annual berthing permit wait list.

(c) The applicant's position on the wait list shall be determined by the date and time a completed wait list application is received by the division, with the earliest received application being placed higher on the list for the requested storage area or for berthing at the Portsmouth business-use pier.

Readopt with amendment Pda 605.03, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 605.03 Wait List Procedures.

(a) For purposes of this section, "written notice" means notice sent by certified mail, ~~return receipt requested.~~

(b) The following procedures shall apply to the vessel storage wait list(s):

(1) The division shall maintain separate vessel storage wait lists for summer storage and winter storage for each storage area. Summer storage shall last from May 1 to October 31, and winter storage shall last from November 1 to April 30.

(2) When a vessel storage location becomes available at a storage area, the division director or designee shall send written notice to the first 5 persons on the wait list for that storage area that a vessel storage location(s) might be available. Each person contacted shall indicate his or her interest in entering into a storage agreement with the division within 10 days of the receipt of written notice by the division. If the number of storage location(s) available exceeds the number of persons expressing an interest in a storage location, the division director or designee shall send written notice to the next 5 persons in order of priority on the wait list. For purposes of this paragraph, wait lists shall be divided into groups of 5 according to placement on the wait list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group;

(3) The division director or designee shall notify the person highest on the wait list contacted under (2) above who expressed a timely interest in entering into a storage agreement with the division. If that person does not enter into a storage agreement with the division within 10 days following notification by the division under this subparagraph, the division director or designee shall follow the procedures in (2) above and send written notice to persons on the wait list in order of priority; and

(4) Any person on a vessel storage wait list offered an opportunity to enter into a storage agreement with the division, and who does not enter into such an agreement within 10 days as provided in (3) above, shall not be offered a second opportunity to enter into an agreement with the division for 180 days from the date of expiration of the 10-day period. Although the division director or designee shall not offer the wait list applicant an opportunity to enter into a storage agreement during this 180-day period, the wait list applicant shall retain his or her position on the applicable wait list. If a wait list applicant refuses a second opportunity to enter into a storage agreement for the requested storage area, the wait list applicant shall be removed from the wait list.

(c) The following procedures shall apply to the annual berthing permit wait list:

(1) When a berthing location becomes available at the Portsmouth business-use pier, the division director or designee shall send written notice to the first 5 persons on the annual berthing permit wait list that a berthing location(s) might be available. Each person contacted shall indicate his or her interest in obtaining an annual berthing permit within 10 days of the receipt of written notice by the division. If the number of berths available exceeds the number of persons expressing an interest in a berthing permit, the division director or designee shall send written notice to the next 5 persons in order of priority on the wait list. For purposes of this paragraph, wait lists shall be divided into groups of 5 according to placement on the wait

list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group;

(2) The division director or designee shall notify the person highest on the wait list contacted under (1) above who expressed a timely interest in obtaining an annual berthing permit that the person may file an annual berthing application for the available berthing location. The person shall complete an initial annual berthing permit application;

(3) The division director or designee shall review and process the application in accordance with Pda 606 and Pda 607; and

(4) Any person on an annual berthing permit wait list offered an opportunity to apply for an annual berthing permit pursuant to this section, and who refuses the opportunity, shall not be offered a second opportunity to obtain a berthing permit for 180 days from the date of refusal. Although the division director or designee shall not offer the berthing permit wait list applicant an opportunity to apply for a berthing permit during this 180-day period, the berthing permit wait list applicant shall retain his or her position on the berthing permit wait list. If a berthing permit wait list applicant refuses a second opportunity to obtain a berthing permit, the berthing permit wait list applicant shall be removed from the wait list.

(d) A person's name on a vessel storage wait list or annual berthing permit wait list shall be removed from the list:

(1) When the wait list applicant, in writing, requests the division to remove his or her name from the list;

(2) When a vessel storage wait list applicant enters into a storage agreement with the division;

(3) When an annual berthing permit wait list applicant is granted an annual berthing permit;

(4) If the wait list applicant fails to submit a completed wait list reapplication and wait list fee or late fee in accordance with Pda 605.04 on or before the deadline specified in Pda 605.04; or

(5) If an annual berthing permit wait list applicant refuses 2 opportunities to obtain an annual berthing permit in accordance with (b)(4) or (c)(4) above.

Readopt Pda 605.04-605.06, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 605.04 Wait List Reapplications.

(a) An applicant who seeks to remain on a wait list(s) shall reapply annually by March 1 of each year by submitting a wait list application in accordance with Pda 605.01 and payment of the wait list fee, or within 10 business days after March 1 by submitting a wait list application in accordance with Pda 605.01 and payment of the wait list late fee.

(b) The division shall mail a wait list application form once annually on or before January 15 to each applicant on a wait list, to the address specified by the applicant on the wait list application, or, if none is specified, to the applicant's permanent address.

(c) If an undeliverable wait list application form is returned to the division, the division shall not re-mail the form. The wait list applicant shall be responsible for timely reapplication without receipt of a reapplication notice from the division.

Pda 605.05 Notification of Changes in Wait List Information. In order to maintain updated information with the division, any person on a wait list shall notify the division in writing, within 30 days of the change, of any change of address or telephone number.

Pda 605.06 – REPEALED

Readopt with amendment Pda 606.01, effective 11-1-13 (Document # 10441), cited and to read as follows:

PART Pda 606 PERMIT APPLICATIONS; PROCESSING OF APPLICATIONS

Pda 606.01 Annual Pier Use Permit; Application Requirements; Processing.

(a) An applicant for an annual pier use permit shall:

(1) Obtain an annual pier use permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the annual pier use application form, as provided in Pda 609.01(b), (d), and (e); and

(3) Attach to the application the following:

a. If the vessel described on the application is a commercial fishing vessel, a photocopy of:

1. The applicant's New Hampshire or other state registration for a commercial vessel;
2. The New Hampshire fish and game department saltwater fishing license or New Hampshire fish and game department commercial lobster license, if any, of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity; and
3. The applicant's New Hampshire marine species wholesale license, if applicable;

b. If the vessel described on the application is a commercial cargo vessel, a photocopy of the applicant's New Hampshire or other state registration for a commercial vessel;

c. If the vessel described on the application is a charter boat, a photocopy of the vessel's New Hampshire or other state registration and U.S. Coast Guard merchant mariner's license for the operator;

d. If the applicant seeks to obtain a business-use pier vehicle sticker(s), a photocopy of the vehicle registration for each vehicle; ~~and~~

e. The Annual Hoist Safety Acknowledgement Sheet with the applicants signature acknowledging they agree to follow the requirements related to safe operation of division hoists and that they have made their crewmembers aware of the requirements ; and

ef. Payment of the annual pier use permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;"

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required under Pda 609.01;

(2) The application has attached the documentation required under (a)(3) above;

(3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;

(4) The annual pier use permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) There is no reason to deny the application under Pda 607.02; and

(6) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted an annual pier use permit under Pda 607, the division director or designee shall:

(1) Issue an annual pier use permit to the applicant;

(2) Issue a vehicle sticker(s), if requested under Pda 604.03(a);

(3) Sign and date the permit(s); and

(4) Mail a photocopy of the permit(s) to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Readopt Pda 606.02-606.10, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 606.02 Skiff Permit: Application Requirements: Processing.

(a) A holder of a mooring permit for a mooring located in Portsmouth Harbor, Rye Harbor, or Hampton Harbor who is applying for a skiff permit for a skiff dock located at a state-owned commercial pier in the harbor where the mooring is located shall:

(1) Obtain a skiff permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the skiff permit application form, as provided in Pda 609.02(b); and

(3) Attach to the application the following:

a. A photocopy of the mooring permit; and

b. Payment of the skiff permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;"

(b) The applicant or the applicant's duly authorized officer or member under (a) above shall sign the application.

(c) Upon receipt of the application form from an applicant under (a) above by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information required under Pda 609.02;

(2) The applicant has attached the documentation required under (a)(3) above;

(3) The skiff permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(4) There is no reason to deny the application under Pda 607.02; and

(5) The applicant has signed the application.

(d) Within 30 days of receipt of an application under (a) above by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted a skiff permit under Pda 607, the division director or designee shall:

- (1) Issue a skiff permit and skiff sticker to the applicant;
- (2) Sign and date the permit; and
- (3) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.03 Single-Use Pier Permit: Application Requirements: Processing.

(a) Only the owner or operator of a transient commercial fishing vessel shall be eligible to apply for a single-use pier permit.

(b) Prior to or immediately upon securing a vessel to a business-use pier, an applicant for a single-use pier permit shall make an oral application by providing the information required in Pda 609.03(a) to the division either:

- (1) By telephone in accordance with signage posted by the division at business-use piers that displays the telephone number(s) of the division, or
- (2) In person to the division at the pier.

(c) If the applicant contacts the division by telephone, the division director or an employee of the division shall allow the applicant to secure the vessel to the pier after the division director or employee verifies the accuracy of the information relating to the vessel operator and vessel provided under (b) above.

(d) Once the vessel is secured to the pier, the applicant shall:

- (1) Display to the division director or employee of the division:
 - a. The applicant's New Hampshire or other state registration for a commercial vessel;
 - b. The New Hampshire fish and game department saltwater fishing license or New Hampshire fish and game department commercial lobster license, if any, of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity; and
 - c. The applicant's New Hampshire marine species wholesale license, if applicable;

(2) Make payment of the single-use pier permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Sign the application form.

(e) Upon receipt of a signed application and tender of the single use pier permit fee, the division director or employee shall grant or deny the application consistent with the provisions of Pda 607.

(f) If the applicant is granted a single-use pier permit under Pda 607, and meets the requirements of (d) above, the division director or employee shall:

- (1) Enter the time of day and date that the permit was granted on the permit;
- (2) Sign the permit; and
- (3) Issue a single-use pier permit to the applicant.

Pda 606.04 Annual Berthing Permit: Application Requirements: Processing.

(a) An applicant for an annual berthing permit shall:

(1) Obtain an annual berthing permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or

2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the annual berthing permit application form, as provided in Pda 609.04(b); and

(3) Attach to the application the following:

a. A copy of the applicant's annual pier use permit;

b. Payment of the annual berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;"

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required under Pda 609.04;

(2) The applicant has attached the documentation required under (a)(3) above;

(3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;

(4) The annual berthing permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) A berth is available at the Portsmouth pier berthing area;

(6) There is no reason to deny the application under Pda 607.02; and

(7) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted an annual berthing permit under Pda 607, the division director or designee shall:

(1) Issue an annual berthing permit to the applicant;

(2) Sign and date the permit(s); and

(3) Mail a photocopy of the permit(s) to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.05 Annual Berthing Permit Initial Applications: When Fee Returned. Any person holding a pier use permit and seeking an annual berthing permit shall submit a completed initial annual berthing permit application form in accordance with Pda 606.04. If the division determines that there are no berthing locations available, the division shall return the applicant's initial application form and annual berthing permit application fee, and the applicant may file an annual berthing permit wait list application in accordance with Pda 605.

Pda 606.06 Annual Berthing Permit Applications for Holders of Permits for Berths.

(a) No later than 21 days before the expiration of an annual berthing permit, the division shall mail annual berthing permit applications to current annual berthing permit holders. The division shall pre-enter all of the permit holder's information on the permit application relating to the applicant and the vessel, as provided on the applicant's current permit, except the date the applicant is required to specify when signing the application.

(b) Applications shall be mailed to the permit holder at the address specified by the permit holder on the annual berthing permit then in effect, or, if none is specified, to the permit holder's permanent address.

(c) Any applicant filing an annual berthing permit application in accordance with this section shall return a completed application with the required information, documentation, and permit fee to the division's office no later than 14 days before expiration of the permit then in effect. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pda 607, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after the date on which the permit application was due. An applicant who fails to comply with the regular deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 606.04, including possible placement on a wait list under Pda 605.

(d) Failure to meet the late application deadline, including submission of all materials as specified in (c) above, shall result in denial of the application in accordance with Pda 607.02.

(e) If an application is in compliance with Pda 606.04 and the division grants a permit under Pda 607, the division shall mail, by first class mail, a photocopy of the permit to the annual berthing permit applicant within 10 business days of permit issuance. The mailing shall be sent to the annual berthing permit applicant at the address specified by the applicant on the annual berthing permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.07 Annual Berthing Permit Application: Alteration of Information Relating to Vessel Prohibited: Modification of Permit: Correction of Certain Incorrect Pre-entered Information.

(a) When a current annual berthing permit holder makes an application for an annual berthing permit pursuant to Pda 606.06, the applicant shall not alter information pre-entered on the application by the division relating to the vessel. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall follow the procedures in (b) below.

(b) An annual berthing permit shall be modified by substitution of a modified or replacement vessel for the vessel identified in the permit if the following conditions are met:

(1) The permit holder provides to the division, at least 10 days before berthing a modified or replacement vessel in the location assigned under the berthing permit:

- a. Written notice of any changes to vessel information under Pda 609.04(b)(7); and
- b. If there is a new registration for the vessel, a copy of such registration;

(2) The division director or designee determines that the berth assigned in the berthing permit can accommodate the modified or replacement vessel; and

(3) The permit holder pays to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit would exceed the permit fee paid for the original permit.

(c) The expiration date of a permit modified under (b) above shall be the same as the originally issued permit.

(d) If any pre-entered information as specified in (e) below is incorrect, the applicant shall make the necessary correction(s) on the application form. The applicant shall return the signed and completed application, the permit fee, and the vessel registration, on or before the deadline specified in Pda 606.06. All applications pursuant to Pda 606.06 shall be returned to the division on or before the deadline specified in Pda 606.06.

(e) The applicant shall correct, on the application form, any pre-entered incorrect information relating to the following:

(1) Any typographical or apparent clerical error, provided that no change to vessel information shall be considered correction of a typographical or clerical error; or

(2) An applicant's name, address, business, or contact information as described in Pda 609.04(b)(1)-(6).

Pda 606.08 Overnight Recreational-Use Pier Berthing Permit: Application Requirements: Processing.

(a) An applicant for an overnight recreational-use pier berthing permit shall:

(1) Obtain an overnight recreational-use pier berthing permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;

2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the overnight recreational-use pier berthing permit application form, as provided in Pda 609.05(b); and

(3) Attach to the application the following:

a. A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;

b. A photograph of the vessel, if the vessel is not required to be registered; and

c. Payment of the overnight recreational-use pier berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;"

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required under Pda 609.05;

(2) The applicant has attached the documentation required under (a)(3) above;

(3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;

- (4) The overnight recreational-use pier berthing permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
 - (5) A berth is available at the recreational-use pier berthing area;
 - (6) There is no reason to deny the application under Pda 607.02; and
 - (7) The applicant has signed the application.
- (d) If the application is received during normal business hours, the division director or designee shall grant or deny the application as expeditiously as possible, not to exceed 24 hours, consistent with the provisions of Pda 607.
- (e) If the applicant is granted an overnight recreational-use pier berthing permit under Pda 607, the division director or designee shall:
- (1) Issue an overnight recreational-use pier berthing permit to the applicant, specifying the dates and times for which the permit is valid;
 - (2) Sign and date the permit; and
 - (3) If the applicant:
 - a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or
 - b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Pda 606.09 Daily Seasonal Parking Permit; Application Requirements; Processing.

- (a) Daily seasonal parking permits shall only be available for the state-owned commercial piers and associated facilities located at Hampton Harbor and Rye Harbor. Each permit issued shall specify the single state-owned commercial pier and associated facilities for which the permit is valid.
- (b) An applicant for a daily seasonal parking permit shall:
- (1) Obtain a daily seasonal parking permit application form:
 - a. In person, from the:
 1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or
 - b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

- (2) Provide the information required on the daily seasonal parking permit application form, as provided in Pda 609.06(b); and
- (3) Attach to the application the following:
 - a. A photocopy of the registration of the vehicle for which the applicant wishes to receive a daily seasonal parking permit; and
 - b. Payment of the daily seasonal parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (c) Upon receipt of the application form by the division, the division director or designee shall verify that:
 - (1) The applicant has provided all applicable information and documentation required under Pda 609.06(b);
 - (2) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive a daily seasonal parking permit;
 - (3) The daily seasonal parking permit fee is paid for vehicle only or for combination vehicle and trailer, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
 - (4) There is no reason to deny the application under Pda 607.02; and
 - (5) The applicant has signed the application.
- (d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.
- (e) If the applicant is granted a daily seasonal parking permit under Pda 607, the division director or designee shall:
 - (1) Issue a **daily seasonal parking permit** to the applicant specifying the date(s) of the season for which **the permit is valid and marked** with the vehicle registration number of the vehicle identified in the permit application;
 - (2) Issue a daily seasonal parking sticker marked with the vehicle registration number of the vehicle identified in the application;
 - (3) Sign and date the permit; and
 - (4) If the applicant:
 - a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or

b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Pda 606.10 Overnight Parking Permit; Application Requirements; Processing.

(a) An applicant for an overnight parking permit shall:

(1) Obtain an overnight parking permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the overnight parking permit application form, as provided in Pda 609.07(b); and

(3) Attach to the application the following:

- a. A photocopy of the registration of the vehicle for which the applicant wishes to receive an overnight parking permit; and
- b. Payment of the overnight parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(b) Upon receipt of the application form by the division, the division director or designee shall verify that:

- (1) The applicant has provided all applicable information required under Pda 609.07 (b);
- (2) Space is available in the general use parking area for the type of permit applied for;
- (3) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive an overnight parking permit;
- (4) The overnight parking permit fee is paid for vehicle only or for combination vehicle and trailer, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
- (5) There is no reason to deny the application under Pda 607.02; and

(6) The applicant has signed the application.

(c) If the application is received during normal business hours, the division director or designee shall grant or deny the application as expeditiously as possible, not to exceed 24 hours, consistent with the provisions of Pda 607.

(d) If the applicant is granted an overnight parking permit under Pda 607, the division director or designee shall:

(1) Issue an overnight parking permit to the applicant, specifying the date(s) for which the permit is valid;

(2) Sign and date the permit; and

(3) If the applicant:

a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or

b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Readopt with amendments Pda 606.11, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 606.11 Seasonal Overnight Parking Permit: Application Requirements; Processing.

(a) Only the holder of a mooring permit for a mooring located in Hampton Harbor or Rye Harbor shall be permitted to apply for a seasonal overnight parking permit at Hampton Harbor or Rye Harbor.

(b) An applicant for a seasonal overnight parking permit shall:

(1) Obtain a seasonal overnight parking permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;

2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the seasonal overnight parking permit application form, as provided in Pda 609.10(b); and

(3) Attach to the application the following:

a. A photocopy of the registration of the vehicle for which the applicant wishes to receive a seasonal overnight parking permit; and

b. Payment of the seasonal overnight parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information required under Pda 609.10(b);

(2) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive a seasonal overnight parking permit;

(3) The applicant is the holder of a valid mooring permit for Hampton Harbor or Rye Harbor;

(4) The seasonal overnight parking permit fee is paid for vehicle only, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) There is no reason to deny the application under Pda 607.02; and

(6) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted a seasonal overnight parking permit under Pda 607, the division director or designee shall:

(1) Issue a seasonal overnight parking permit to the applicant, specifying the date(s) of the season for which the permit is valid and marked with the vehicle registration number of the vehicle identified in the permit application;

(2) Issue a seasonal overnight parking sticker marked with the vehicle registration number of the vehicle identified in the application;

(3) Sign and date the permit; and

(4) If the applicant:

a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or

b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Readopt Pda 607.01, effective 11-1-13 (Document # 10441), cited and to read as follows:

PART Pda 607 GRANT OR DENIAL OF PERMIT APPLICATION; REVOCATIONS; HEARINGS

Pda 607.01 Annual Pier Use Permit. Skiff Permit. Single-Use Pier Permit. Annual Berthing Permit. Overnight Recreational-Use Pier Berthing Permit. Daily Seasonal Parking Permit. Overnight Parking Permit. and Seasonal Overnight Parking Permit. Applications under Pda 606 for annual pier use permits, skiff permits, single-use pier permits, annual berthing permits, overnight recreational-use pier berthing permits, daily seasonal parking permits, overnight parking permits, and seasonal overnight parking permits shall be granted unless denied by the division in accordance with Pda 607.02.

Readopt with amendment Pda 607.02, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 607.02 Reasons for Denial of Application.

(a) The director shall deny a permit application for an annual pier use permit, skiff permit under Pda 604.04, single-use pier permit, annual berthing permit, overnight recreational-use pier berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit if the applicant:

- (1) Is not a qualified applicant under Pda 604.02(b), Pda 604.04(b), Pda 604.05(b), Pda 604.06(b), or Pda 606.11(a), as applicable;
- (2) Has not included the required permit fee;
- (3) Has not provided the required information and documentation under Pda 609 for the type of permit applied for;
- (4) Has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 606 or Pda 609;
- (5) Has failed to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable at the time the application is filed;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine or fines remain due and payable at the time the application is filed; or
 - c. Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding at the time the application is filed;
- (6) Has not signed the application; or
- (7) Failed to submit a complete application in accordance with any application filing deadline established under Pda 606.

(b) The division director shall deny a permit application for an annual pier use permit, single-use pier permit, annual berthing permit, or overnight recreational-use pier berthing permit if the division

determines that the vessel cannot be safely secured at the pier or the berth, taking into consideration the LOA, width, and draft of the vessel, the strength of the particular pier, and the potential for storms, wind, waves, tides, currents, and wash at the proposed location.

(c) The division director shall deny a permit application for an annual berthing permit at the Portsmouth pier berthing area or an overnight recreational-use pier berthing permit at a recreational-use pier berthing area if no berth is available to accommodate the applicant's vessel.

(d) The division director shall deny a permit application for a daily seasonal parking permit if, on 2 or more occasions during 2 out of the 5 immediately preceding seasons, the applicant had a daily seasonal parking permit or daily seasonal parking sticker revoked for violation of Pda 604.09(d).

(e) The division director shall deny a permit application for a seasonal overnight parking permit if the applicant:

- (1) Is not the holder of a valid mooring permit for Hampton Harbor or Rye Harbor; or
- (2) On 2 or more occasions during 2 out of the 5 immediately preceding seasons, had a seasonal overnight parking permit or seasonal overnight parking sticker revoked for violation of Pda 604.11(c).

Readopt Pda 607.03-609.10, effective 11-1-13 (Document # 10441), cited and to read as follows:

Pda 607.03 Daily and Overnight Parking Restrictions. Parking at associated facilities shall be subject to the following restrictions:

(a) Parking shall be available on a space available basis only in the appropriate parking area(s) of the general use parking lot;

(b) No overnight parking shall be allowed that would violate any provision of Pda 604.10;

(c) Parking shall not be available to any person who has failed to:

- (1) Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable at the time the purchase is attempted or the application for a permit is made;
- (2) Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine or fines remain due and payable at the time the purchase is attempted or the application for a permit is made; or
- (3) Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding at the time the purchase is attempted or the application for a permit is made.

Pda 607.04 Revocation of Permit.

(a) The director shall revoke an annual pier use permit, skiff permit, annual berthing permit, recreational-use pier berthing permit, single-use pier permit, overnight parking permit, daily seasonal parking permit, or seasonal overnight parking permit for any of the following reasons, as applicable to the type of permit:

- (1) The permit was transferred in violation of Pda 604.02(g), Pda 604.04(f), Pda 604.05(e), Pda 604.06(f), Pda 604.07(f), Pda 604.08(e), Pda 604.09(d), Pda 604.10(e), or Pda 604.11(c);
 - (2) A vehicle sticker was transferred to another person or vehicle in violation of Pda 604.03(c), 604.09(d), or Pda 604.11(c);
 - (3) The applicant has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 609;
 - (4) The permit holder's use of the pier or associated facilities is in violation of the law, including any rule set forth in Pda 600, presents an imminent and substantial threat to human health, public safety, or the environment, or is likely to result in immediate and substantial damage to division property;
 - (5) The permit holder has failed during the term of the permit to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable for more than 30 days;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine(s) remain due and payable for more than 30 days; or
 - c. Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding for more than 30 days;
 - (6) The permit holder ceases to have any ownership interest in a vessel identified in the permit holder's permit;
 - (7) The permit holder returned the permit to the division in accordance with Pda 607.07;
 - (8) The permit holder did not provide the written notification to the division required under Pda 607.07(a);
 - (9) The permit holder failed to provide the notifications required by Pda 604.02(k), Pda 604.04(g), Pda 604.06(g), Pda 604.09(e), or Pda 604.11(d), as applicable; or
 - (10) Following prior written notification from the division that a sticker is incorrectly displayed, the permit holder failed to display a parking sticker as specified in Pda 603.04(h).
- (b) The division director shall provide notice and opportunity for a hearing before revocation of an annual pier use permit, annual berthing permit, skiff permit, single-use pier permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit.
- (c) Revocation of a pier use permit shall invalidate any annual berthing permit or business-use pier vehicle stickers issued in connection with the pier use permit.
- (d) Revocation of a mooring permit shall invalidate any skiff permit or seasonal overnight parking permit issued in connection with the mooring permit.

Pda 607.05 Hearings: Notice of Denial.

(a) Any hearing required pursuant to Pda 607.04 shall be held by the director or designee.

(b) If a permit is denied under Pda 607.02 or revoked under Pda 607.04(b) after notice and opportunity for a hearing, notice of the denial or revocation and the reason(s) therefor shall be sent to the applicant in writing within 10 working days of the decision.

Pda 607.06 Removal of Vessel from Berth if Annual Berthing Permit Revoked. Within 10 days of receipt of a notice of revocation of an annual berthing permit pursuant to Pda 607.05(b), or, if the applicant or annual berthing permit holder files a request for reconsideration pursuant to Pda 608, within 10 days of receipt of a notice of decision under Pda 608.03(b), the vessel for which the annual berthing permit was issued shall be permanently removed from its berth. If the vessel is not removed by 11:59 p.m. on the tenth day following the receipt of such notice, a representative of the division shall arrange for the removal of the vessel from its berth. The owner of the vessel shall be responsible for any costs incurred by the division in removing the vessel from its berth.

Pda 607.07 Written Notification and Return of Permit Required in Certain Circumstances.

(a) A permit holder shall provide written notification to the division within 15 days of the sale or other disposition of the vessel for which a pier use permit or annual berthing permit has been issued; or

(b) A person required under (a) above to provide written notification to the division shall return the permit to the division within 15 days of the event requiring notification under (a) above.

PART Pda 608 RECONSIDERATION

Pda 608.01 Reconsideration: Who May Petition. Any holder of an annual pier use permit, skiff permit, single-use pier permit, annual berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit issued under Pda 600 whose permit was revoked by the division director pursuant to Pda 607.04 and any applicant for an annual pier use permit, skiff permit, single-use pier permit, annual berthing permit, overnight recreation-use pier berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit whose application was denied by the division director pursuant to Pda 606.01(d), Pda 606.02(d), Pda 606.03(e), Pda 606.04(d), Pda 606.06(c), Pda 606.08(d), Pda 606.09(d), Pda 606.10(c), or Pda 606.11(d) may petition the division director for reconsideration pursuant to Pda 608.

Pda 608.02 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval; and

(d) Include any new or additional information relevant to the matter proposed for reconsideration.

Pda 608.03 Reconsideration by Division Director.

(a) A petition for reconsideration by the division director shall be filed with the division director within 10 days from receipt of notice of:

(1) Revocation of a permit pursuant to Pda 607.04; or

(2) Denial of a permit pursuant to Pda 606.01(d), Pda 606.02(d), Pda 606.03(e), Pda 606.04(d), Pda 606.06(c), Pda 606.08(d), Pda 606.09(d), Pda 606.10(c), Pda 606.11(c), or Pda 606.10(d).

(b) The division director shall review a petition for reconsideration within 10 days of receipt and notify the petitioner of his or her decision on whether to grant or deny the petition within 5 business days of review.

(c) When making a decision on a petition for reconsideration, the division director shall consider any new or additional information relevant to the matter under reconsideration that was not available:

(1) In a permit denial proceeding, when the application in question was submitted; or

(2) In a permit revocation proceeding, when the decision to revoke a permit was rendered.

(d) The division director shall grant a petition for reconsideration if the division director finds it more likely than not that the decision was based on an error of law or fact or lacked facts that could reasonably sustain the decision.

(e) The division director shall deny a petition for reconsideration if the petition for reconsideration was not timely filed in accordance with (a) above, or the division director finds it more likely than not that the decision was not based on any error of law or that there were facts reasonably sustaining the decision.

PART Pda 609 FORMS

Pda 609.01 Annual Pier Use Permit Application Form.

(a) Each person seeking an annual pier use permit shall complete an annual pier use permit application form provided by the division and:

(1) Deliver the completed application to:

a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;

b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the annual pier use permit application form:

- (1) The applicant's full legal name;
- (2) If the vessel described in the application is a commercial fishing vessel, the name and address of the applicant's commercial fishing business;
- (3) If the vessel described in the application is a commercial cargo vessel, the name and address of the applicant's commercial cargo business;
- (4) If the vessel described in the application is a charter boat, the name and address of the applicant's charter boat business;
- (5) If the applicant is an owner or operator of an off-site business, the reasons the applicant needs to use the facilities of a business-use pier and which facilities the applicant needs to use;
- (6) The applicant's mailing address, if different from the permanent address;
- (7) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (8) The applicant's type of business organization;
- (9) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (10) The applicant's e-mail address, if the applicant has an e-mail address; and
- (11) The following information pertaining to the vessel, if any:
 - a. Vessel name;
 - b. New Hampshire or other state registration number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel.

(c) The applicant shall attach the documentation required under Pda 606.01(a)(3).

(d) The applicant shall provide the registration number for each vehicle for which a business-pier vehicle use sticker is sought as provided in Pda 604.03.

(e) If the application is for the use of a business-use pier by a vessel, the applicant shall indicate whether or not the applicant desires a skiff permit.

(f) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my pier use permit **may be withdrawn by the Pease Development Authority** for submitting false statements or information or omitting required statements or information.”

(g) The applicant shall sign and date the application.

Pda 609.02 Skiff Permit Application Form.

(a) Each person seeking a skiff permit under Pda 604.04(b) shall complete a skiff permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the skiff permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Cell telephone number, if different from permanent telephone number; and
 - d. An emergency contact telephone number.

(c) The applicant shall attach the documentation required under Pda 606.02(a)(3).

(d) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my skiff permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 609.03 Single-Use Pier Permit Application Form.

(a) The single-use pier permit application form shall require the division director or an employee of the division to enter the following information provided by an applicant under Pda 606.03(b):

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address;
- (3) The applicant’s telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Cell telephone number, if different from permanent telephone number; and
 - d. An emergency contact telephone number;
- (4) The following information pertaining to the vessel and registration and identification numbers:
 - a. Vessel name;
 - b. New Hampshire or other state registration number, or federal documentation number, as applicable;
 - c. The identification number(s) for any applicable fishing permits held by the applicant;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel; and
- (5) The reason(s) the applicant wishes to use the pier.

(b) The form shall require the division director or an employee of the division to verify that the applicant has displayed the documentation required under Pda 606.03(d)(1).

(c) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in this application are to the best of my knowledge and belief true, accurate and complete. I am aware that my pier use permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(d) The applicant shall sign and date the application.

Pda 609.04 Annual Berthing Permit Application Form.

(a) Each person seeking an annual berthing permit shall complete an annual berthing permit application form provided by the division and:

(1) Deliver the completed application to:

a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or

b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the annual berthing permit application form:

(1) The applicant's full legal name;

(2) The name and address of the applicant's commercial fishing business;

(3) The applicant's mailing address, if different from the permanent address;

(4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;

(5) The applicant's telephone number(s) including:

a. Business telephone number;

b. Home telephone number;

c. Business fax number, if the applicant has a business fax number;

d. Emergency telephone number; and

e. Cell telephone number, if different from permanent telephone number;

(6) The applicant's e-mail address, if the applicant has an e-mail address; and

(7) The following information pertaining to the vessel:

- a. Vessel name;
- b. New Hampshire or other state registration number;
- c. Federal documentation number, if applicable;
- d. Vessel LOA;
- e. Vessel width;
- f. Vessel draft;
- g. Vessel color; and
- h. Type of vessel.

(c) The applicant shall attach the documentation required under Pda 606.04(a)(3).

(d) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my annual berthing permit or placement on an annual berthing permit wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 609.05 Overnight Recreation-Use Pier Berthing Permit Application Form.

(a) Each person seeking an overnight recreational-use pier berthing permit shall complete an overnight recreational-use pier berthing permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the overnight recreational-use pier berthing permit application form:

- (1) The applicant's full legal name;
 - (2) The applicant's permanent address;
 - (3) The applicant's mailing address, if different from the permanent address;
 - (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
 - (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
 - (6) The dates of the overnight for which the overnight recreational-use pier berthing permit is sought; and
 - (7) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire or other state registration number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel.
- (c) The applicant shall attach to the application the following:
- (1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;
 - (2) A photograph of the vessel, if the vessel is not required to be registered; and
 - (3) Payment of the overnight recreational-use pier berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;"
- (d) By his or her signature, the applicant shall certify the following:
- "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my berthing permit

may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 609.06 Daily Seasonal Parking Permit Application Form.

(a) Each person seeking a daily seasonal parking permit shall complete a daily seasonal parking permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the daily seasonal parking permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The applicant's e-mail address, if the applicant has an e-mail address;
- (7) The state registration number of the vehicle for which the applicant wishes to receive a daily seasonal parking permit;

- (8) The type of daily seasonal parking permit applied for, which shall be:
 - a. Vehicle only; or
 - b. Combination; and
- (9) The state-owned commercial pier and associated facilities for which the daily seasonal permit is requested.
- (c) The applicant shall attach:
 - (1) A photocopy of the current New Hampshire or other state registration for the vehicle listed on the permit application; and
 - (2) The daily seasonal parking permit fee for vehicle only or for vehicle and trailer, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By his or her signature, the applicant shall certify the following:
 - (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
 - (2) "I certify that the **statements** and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my daily seasonal parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 609.07 Overnight Parking Permit Application Form.

- (a) Each person seeking an overnight parking permit shall complete an overnight parking permit application form provided by the division and:
 - (1) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801; or
 - (2) Deliver the completed application to:
 - a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 - b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 - c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842.
- (b) The applicant shall provide the following information on the overnight parking permit application form:

- (1) The applicant's full legal name;
 - (2) The applicant's permanent address;
 - (3) The applicant's mailing address, if different from the permanent address;
 - (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
 - (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
 - (6) The type of overnight parking permit applied for, which shall be:
 - a. Vehicle only; or
 - b. Combination vehicle and trailer;
 - (7) The state registration number of the vehicle for which the applicant wishes to receive a overnight parking permit; and
 - (8) The dates for which the overnight parking permit is sought.
- (c) The applicant shall attach:
- (1) A photocopy of the valid state registration for the vehicle listed on the permit application; and
 - (2) The overnight parking permit fee, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By his or her signature, the applicant shall certify the following:
- (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
 - (2) "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my overnight parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 609.08 Vessel Storage Wait List Application Form.

- (a) Each person seeking to be placed on the division's summer or winter vessel storage wait list shall complete an application form provided by the division and:

- (1) Deliver the completed application to:
 - a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 - b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 - c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

- (2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

- (b) The applicant shall provide the following information on the wait list application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent or home address;
- (3) The applicant's permanent or home telephone number;
- (4) Type of vessel for which storage is sought, indicating sail or power;
- (5) The LOA, width, and draft of the vessel;
- (6) Whether the applicant is applying for summer storage, winter storage, or both; and
- (7) The desired vessel storage location(s).

- (c) The applicant shall attach:

- (1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;
- (2) A photograph of the vessel, if the vessel is not required to be registered; and
- (3) The vessel storage wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

- (d) The applicant shall sign and date the application.

Pda 609.09 Annual Berthing Permit Wait List Application Form.

- (a) Each person seeking to be placed on the division's annual berthing permit wait list shall complete an application form provided by the division and:

- (1) Deliver the completed application to:

a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
or

b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the wait list application form:

(1) The applicant's full legal name;

(2) The applicant's permanent or home address;

(3) The applicant's permanent or home telephone number;

(4) The type of vessel for which an annual berthing permit is sought, indicating sail or power;
and

(5) The LOA, width, and draft of the vessel.

(c) The applicant shall attach:

(1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;

(2) A photograph of the vessel, if the vessel is not required to be registered; and

(3) The annual berthing permit wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The applicant shall sign and date the application.

Pda 609.10 Seasonal Overnight Parking Permit Application Form.

(a) Each person seeking a seasonal overnight parking permit shall complete an overnight parking permit application form provided by the division and:

(1) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801; or

(2) Deliver the completed application to:

a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;

b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842.

(b) The applicant shall provide the following information on the seasonal overnight parking permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The applicant's e-mail address, if the applicant has an e-mail address;
- (7) The state registration number of the vehicle for which the applicant wishes to receive a seasonal overnight parking permit; and
- (8) The season for which the seasonal overnight parking permit is sought.

(c) The applicant shall attach:

- (1) A photocopy of the valid state registration for the vehicle listed on the permit application; and
- (2) The seasonal overnight parking permit fee for vehicle only, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) By his or her signature, the applicant shall certify the following:

- (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
- (2) "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my seasonal overnight parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(e) The applicant shall sign and date the application.

Readopt Pda 610.01, effective 1-1-08 EXEMPT, cited and to read as follows:

PART Pda 610 PERMIT FEES

Pda 610.01 Fee Schedule.

(a) Following adoption of a Pda 600 fee schedule, Pda 600 fees shall remain in effect until new fees are adopted in accordance with (b) below. At least once a year the division director shall review the schedule of Pda 600 fees. If the division proposes to modify Pda 600 fees, the process shall be as described in (b) below.

(b) The following shall govern the adoption of Pda 600 fee schedules:

- (1) The division director shall prepare a proposed schedule of Pda 600 fees;
- (2) The division director shall publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of Pda 600 fees;
- (3) Within 30 days of publication of notice pursuant to (2) above, any person may submit to the division director written comments regarding the proposed schedule of Pda 600 fees;
- (4) Within 60 days of publication of notice pursuant to (2) above, the division director shall submit the proposed schedule of Pda 600 fees to the authority for review and approval;
- (5) The authority may:
 - a. Adopt the approved schedule of Pda 600 fees;
 - b. Adopt the approved schedule of Pda 600 fees in part; or
 - c. Adopt the approved schedule of Pda 600 fees in part and modify the schedule in part;
- (6) The Pda 600 fees adopted by the authority shall take effect on January 1 of the following year or 5 days after adoption by the authority, whichever is earlier, unless the authority specifies an alternate effective date that is at least 5 days after the date of adoption by the authority; and
- (7) Once adopted by the authority, the schedule of Pda 600 fees shall be made available to any person who requests a copy.

Readopt with amendment Pda 610.02, and fee schedule, effective 4-8-05 EXEMPT eff 1-1-08, cited and to read as follows:

Pda 610.02 Types of Fees. The following types of fees shall be set by the schedule of fees determined under Pda 610.01:

- (a) Annual pier use permit fee;
- (b) Skiff permit fee;
- (c) Skiff sticker replacement fee;
- (d) Business-use pier vehicle sticker replacement fee;

- (e) Single-use pier permit fee;
- (f) Daily parking ticket fee for vehicle only;
- (g) Daily parking ticket fee for combination vehicle and trailer;
- (h) Daily parking ticket for bus;
- ~~(hi)~~ Seasonal parking permit fee for vehicle only;
- ~~(hj)~~ Seasonal parking permit fee for combination vehicle and trailer;
- ~~(jk)~~ Seasonal parking sticker replacement fee;
- ~~(kl)~~ Overnight parking permit fee for vehicle only;
- ~~(lm)~~ Overnight parking permit fee for combination vehicle and trailer;
- ~~(mn)~~ Berthing permit fee;
- ~~(no)~~ Berthing permit application late fee under Pda 606.06;
- ~~(op)~~ Berthing permit wait list fee;
- ~~(qp)~~ Berthing permit wait list renewal fee;
- ~~(rq)~~ Berthing permit wait list renewal late fee;
- ~~(sr)~~ Vessel storage wait list fee, per storage area;
- ~~(st)~~ Vessel storage wait list renewal fee, per storage area;
- ~~(tu)~~ Vessel storage wait list renewal late fee, per storage area;

**Schedule of Fees for Commercial Piers
 Portsmouth, Hampton Harbor and Rye Harbor, NH
 Effective October 7, 2005 unless otherwise noted**

| *PFP = Portsmouth Fish Pier | | FEE |
|---|-----------------|---------------------------------|
| Annual Pier Use (effective January 1, 2020) | | \$12.00 per ft. (\$200 minimum) |
| Skiff Permit Fee | | \$50.00 |
| Skiff Sticker Replacement Fee | | \$10.00 |
| Business Use Pier Vehicle Sticker Replacement Fee | | \$10.00 |
| Single Use Pier Permit (effective January 1, 2020) | Hampton/Rye/PFP | \$6.00 per ft. |
| Daily Parking – Car Only - Ticket | | \$5.00 |

| | | |
|---|---------------------------|---|
| Daily Parking – Bus - <u>Ticket</u> | | \$25.00 |
| Daily Parking – Combo Vehicle/Trailer Fee-Ticket | | \$10.00 |
| Seasonal Parking Permit Fee – Vehicle Only | | \$75.00 entire season |
| Seasonal Overnight Parking Permit – Vehicle Only (effective January 1, 2008) | | \$150.00 entire season |
| Seasonal Parking Permit Fee – Vehicle/Trailer | | \$150.00 entire season |
| Seasonal Parking Sticker Replacement Fee | | \$10.00 |
| Overnight Parking Permit Fee – Vehicle Only | | \$10.00 |
| Overnight Parking Permit Fee – Vehicle/Trailer | | \$20.00 |
| Berthing Permit Fee | PFP Outside PFP Inside | \$8.00 per foot per quarter used \$12.50 per foot per quarter used |
| Berthing Permit Application Late Fee | | \$50.00 |
| Berthing Permit Wait List Fee | | \$5.00 |
| Berthing Permit Wait List Renewal Fee | | \$5.00 |
| Berthing Permit Wait List Renewal Late Fee | | \$10.00 |
| Vessel Storage Wait List Fee, per storage area (effective March 8, 2006) | | \$5.00 |
| Vessel Storage Wait List Renewal Fee (effective March 8, 2006) | | \$5.00 |
| Vessel Storage Wait List Renewal Late Fee (effective March 8, 2006) | | \$10.00 |

Readopt Pda 610.03, effective 1-1-08 EXEMPT, cited and to read as follows:

Pda 610.03 Waiver of Fees: Official Government Business.

(a) “Government agency” means any department, commission, board, institution, bureau, office, court, legislative body, or other entity, by whatever name called, established in the constitution, statutes, session laws, or executive orders of the local, state, or federal government.

(b) Fees under Pda 600 shall not be waived for any type of applicant for or holder of a permit issued pursuant to Pda 600 or any user of state-owned commercial piers or associated facilities, except in accordance with (c) below.

(c) Any fee required under Pda 600 for any permit, sticker, or use of the commercial piers or associated facilities shall be waived by the division for any government agency, or employee or agent of any government agency, conducting official business. Any employee or agent of a government agency seeking a waiver of fees pursuant to Pda 610.03 shall:

- (1) Identify the government agency that he or she is representing;
- (2) Display:
 - a. A **government-issued** photo identification card that identifies the person as an employee or agent of the government agency; or
 - b. A government issued identification card that identifies the person as an employee or agent of the government agency and a photo identification card; and
- (3) Identify the nature of the official business of the government agency that such employee or agent will be conducting at the commercial pier or associated facilities.

Pda 610.04 Fees Nonrefundable: Payment of Fees.

- (a) All Pda 600 fees shall be nonrefundable, except as provided in Pda 606.05.
- (b) The fee(s) paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA - DPH."

MOTION


Director Fournier:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Curtis Marine Service, LLC. of 21 Mitchell Road Ipswich, MA, to provide boat hauling and launching services at the Hampton Harbor Marine Facility from April 1, 2023 through March 31, 2024 with two (2) one (1) year options to extend subject to the recommendation of the Division Director and the approval of the Executive Director; all in accordance with the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated February 21, 2023 attached hereto.



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority ("PDA"), Board of Directors
From: Geno Marconi, Director 
Date: February 21, 2023
Subject: Curtis Marine Service, LLC. Right of Entry request

The Pease Development Authority, Division of Ports and Harbors (the "Division") received a request from Curtis Marine Service, LLC. ("Curtis") of 21 Mitchell Rd. Ipswich, MA 01938, to enter into a non-exclusive Right of Entry (ROE) to provide boat hauling and launching services at the Hampton Harbor Marine Facility ("HHMF"). Curtis will be replacing Jocelyn Marine Services, Inc. and will provide a much needed service to the users of the HHMF. As a side benefit, having a boat hauling and launching provider in place helps increase the winter boat storage revenue at the HHMF. The Division reviewed the request and recommends that the PDA Board of Directors approve the Right of Entry for Curtis, generally in accordance with the following terms and conditions:

PREMISES: Hampton Harbor Marine Facility

PURPOSE: To provide haul and launch services to vessels at Hampton Harbor Marine Facility

TERM: April 1, 2023-March 31, 2024 with two (2) one (1) year options to extend

FEE: \$25 per haul
\$25 per launch
The fee will be collected by Curtis to be forwarded to the Division or paid directly to HHMF by the vessel owner on the date of the haul or launch. For vessels that have secured and paid for winter storage at the Hampton Harbor Marine Facility, the launch/haul fee is waived as it is included in the storage fee.

INSURANCE: Minimum insurance coverage to include General Liability Insurance in the amount of \$1,000,000 and \$2,000,000 aggregate; Workers Compensation coverage as required by statute, Automobile Liability coverage in a minimum amount of \$1,000,000; as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Said policy shall name the State of NH, PDA-DPH as additional insured, include a waiver of subrogation, and be primary and non-contributory in regards to any insurance of the PDA and Division. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.

○ ○ ○ ○ 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

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director *PEB*

Date: March 6, 2023

Re: Special Event

I am pleased to report on the following special event:

- A. March 11, 2023 – Millennium Running to hold a 5k / 10k Road Race and its PDA venue partner is 200 & 222 International Drive.