PEASE DEVELOPMENT AUTHORITY
Thursday, August 17, 2023

PUBLIC AGENDA
Time: Immediately following the 8:30 a.m. Public Hearing, on proposed Zoning Amendments

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:

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of June 15, 2023 * (Ferrini)

III. Public Comment:

IV. Consent Agenda Items:

A. Consent Agenda Approvals: (Fournier)

1. Legal Services * **(Ferrini)**
2. Sig Sauer - Concept Approval for Building Addition – 72 Pease Boulevard * **(Conard)**
3. NHDOT AIP Grant for Aircraft Rescue and Firefighting Facility ("ARFF") Improvements * **(Parker)**
4. Farley White Pease, LLC – Installation of Shed - 100 Arboretum Drive* **(Lamson)**
5. Two On-Call Architectural Consultants – Fennick McCredie Architecture and Harriman * **(Levesque)**
6. UNH – Wildcat Sponsorship * **(Fournier)**
7. Allegiant Airlines – Marketing * **(Conard)**
8. Vogel Vending – ATM Concession Agreement * **(Ferrini)**
9. Jacobs / GM2 – Wetland Permitting for Portsmouth International Airport for Fence Repairs * **(Parker)**

B. Consent Agenda Approvals (with waivers): (Lamson)

1. Airfield Maintenance Keystone Flatliner FL 36 Purchase ***(Levesque)**
2. Stanley Elevator Amendment for Elevator Maintenance Services * **(Parker)**

V. Committees:

A. Report:

1. Transportation Management Committee *

VI. Old Business:

A. Approvals:

1. Land Use Controls Amendments * **(Ferrini)**

VII. Finance:

A. Executive Summary *

B. Reports:

1. FY2023 Financial Report for the Twelve Month Period Ending June 30, 2023 *
2. Cash Flow Projections for the Nine Month Period Ending April 30, 2024 *

C. Approval:

1. Energy Procurement and Consulting Services * **(Levesque)**

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

A. Report *:

1. Veteran's Count – Corporate Apron – 120 Aviation Avenue – Right of Entry for On the Tarmac Fundraising Event
2. New Hampshire Air National Guard – North Apron – Right of Entry – MARE in Preparation of Airshow
3. ATDG, LLC – 360 Corporate Drive – Right of Entry
4. 165 Arboretum, LLC – 165 Arboretum Drive – Right of Entry
5. IAPP – 75 Rochester Avenue– Right of Entry – 14 Aviation Avenue (Old Pan Am Lot)
6. Pease Aviation Partners, LLC (dba Million Air) - 53 Exeter Street – Right of Entry
7. City of Portsmouth Police Department – Hangar 227 – Right of Entry

IX. Leases:

A. Report *:

1. Sublease between 200 International, LP and Pirouette Medical, Inc. – 200 International Drive (Suite #175 / 180)

B. Approval:

1. Seacoast Newspapers, Inc. – 111 New Hampshire Avenue – Assignment of Lease and Lease Amendment * **(Parker)**

X. Contracts:

A. Report *:

1. K & S Overhead Door – PDA Maintenance - 7 Lee Street
2. Sunbelt Rentals (Mini Excavator) – PDA Maintenance – 7 Lee Street
3. Sunbelt Rentals (Excavator) - PDA Maintenance – Airfield
4. Sunbelt Rentals (Light Cart) – PDA Maintenance – Airfield
5. Granite State Gate System, Inc. (HySecurity Slidesmart Opener) – Skyhaven Airport
6. Sunbelt Rentals (Rough Terrain Man Lift) – PDA Maintenance – Skyhaven Airport
7. OAG Aviation Worldwide LLC – License Agreement – Terminal FIDS Boards at PSM – Exercise of Last Extension

XI. Executive Director:

A. Reports:

1. Golf Course Operations *
2. Airport Operations *
   a) Portsmouth International Airport at Pease (PSM)

b) Skyhaven Airport (DAW)
c) Noise Line Report
(i) June & July 2023 *

XII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Meeting Minutes of May 10, 2023 *
2. Commercial Mooring for Hire – Warpath Family Farm, Inc. *
3. Commercial Mooring for Hire – Great Bay Yacht Club *
4. Commercial Mooring Transfer – Bouchard to Murphy *
5. Pilgrim Productions, LLC filming of "Wicked Tuna" – Right of Entry at Rye Harbor *
6. Seacoast Maritime Charters, LLC - Right of Entry at Rye Harbor *

B. Approval:

1. Final Proposal Pda 600 Rules (Postponed from June 2023 meeting) * **(Levesque)**
2. Hampton Harbor / Seabrook – Right of Entry and Interagency Transfer of Management Responsibility Agreement * **(Conard)**
3. Captain Vincent Taccetta, Class I Initial Pilot Appointment * **(Fournier)**

XIII. Special Event:

A. Report *:

1. Yellowfin Events LLC – Road Race held on July 22, 2023
2. Sabine Strong – Road Race held on August 13, 2023

XIV. Upcoming Meetings:

Executive Committee	September 7, 2023 @ 10:00 a.m.
Golf Committee	September 18, 2023 @ 8:30 a.m.
Finance Committee	September 18, 2023 @ 9:00 a.m.
Board of Directors	September 21, 2023 @ 8:30 a.m.

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

XV. Directors' Comments:

XVI. Press Questions:

XVII. Adjournment:

XVIII. Consultation with Counsel:

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

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Ferrini:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on June 15, 2023.

N:\RESOLVES\2023\Approve Minutes 6-15-23 (8-17-2023).docx

PEASE DEVELOPMENT AUTHORITY **Thursday, June 15, 2023**
BOARD OF DIRECTORS' MEETING
MINUTES

Presiding: Stephen M. Duprey, Chairman
Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Steve Fournier; Margaret F. Lamson; Susan B. Parker, and Karen Conard
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, Director of the Division of Ports and Harbors ("DPH"); Scott DeVito, Pease Golf Course ("PGC") General Manager; Jared Sheehan, Environmental Compliance 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:

Chairman Duprey ("Duprey") called the meeting to order as all Board members were present; the meeting commenced at **8:36 a.m.**

Duprey indicated he was going to move the presentation associated with item VI. A.1., Aviation Avenue Group, LLC – 100 New Hampshire Avenue - Revised Concept Approval, up in the meeting, after acceptance of the minutes. He felt this may address questions / concerns of individuals who may have signed up for Public Comment.

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of May 18, 2023

Director Fournier **moved** the **motion** and Director Lamson **seconded** to **approve the minutes of the Pease Development Authority Board of Directors' meeting dated Thursday, May 18, 2023.**

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

Representatives of Aviation Avenue Group, LLC ("AAG"), John Stebbins ("Stebbins"), John Kane ("Kane") and Tyler McGrail ("McGrail") of Newmark (who marketed the site at 100 New Hampshire Avenue) spoke to a change to its proposed development. In October of 2022, when it was last before the Board, it proposed an advanced manufacturing facility. However, various circumstances have occurred (i.e.; rising interest rates; bank failures upending the capital markets, etc.) which have resulted in a pivot of the project. McGrail spoke to a drastic change in the market over the last three to four months. Companies who had been driving the demand for additional square footage, have gone into a defensive mode. McGrail indicated there had been a pursuit of nine companies for the site over the last two years. However, some moved on, while many decided not to do any transactions at this time due to current economics. A significant marketing effort was done through his company who has 450 offices throughout the world.

Stebbins spoke to the various proposals provided regarding the proposed project at 100 New Hampshire Avenue. McGrail spoke to a desire to pivot the proposed project, as development is being reeled back. Further, AAG desires to bring in a use that works for the site, the Board/PDA, and surrounding communities. Kane spoke to working with a top tier company. Stebbins stated Fideletone

would be the end user who would be doing logistics with a national furniture manufacturer / wholesale / retailer. McGrail stated his firm represents Fideletone who wants to be on the Seacoast and he brought the end user to this project as he was trying to think outside of the box so the best options could be considered. Further, he spoke of Fideletone's desire of an occupancy date and to be operational for the holiday season, in 2024.

Stebbins spoke to the facility being 102,000 square feet. The operation works with a small amount of trucks arriving throughout the day and loading the facility. All of the material / furniture which would be flowing through the facility is brought in by trucks without airplane use at the facility.

Duprey reiterated this was not air cargo; Stebbins affirmed. Duprey stated if there were language covenant on the use of the property, pertaining to no air cargo that would not change AAG's decision to move forward; Stebbins affirmed it would not sway them.

Stebbins continued to state the furniture would be brought into the facility and 25 to 30 box trucks would be loaded and depart Pease in the morning (5 a.m. to 9 a.m.) for deliveries and return in the afternoon (3 p.m. to 5 p.m.); with operations on Tuesdays through Saturdays. These would be deliveries made to homes. Therefore, the traffic flow would be opposite of current traffic activity.

Director Lamson ("Lamson") asked of the impact to Route 33; Stebbins indicated the traffic flow would be opposite the rush hours (i.e.; they will leave the Tradeport in the morning rather than coming in).

Stebbins spoke to the previous proposal which spoke to approximately 90 truck trips a day traveling to the facility; the current proposal would be less than half the trips per day with fewer employees.

Director Ferrini ("Ferrini") inquired into the size of the facility discussed during air cargo; Stebbins responded one building was possibly over a half million square feet.

Ferrini spoke to Duprey's comment of not being adverse to a lease provision that this would not include air cargo; he asked if the lease would also include hours of use for vehicles. Brean indicated prior leases have not included hours of use and felt this could be a "slippery slope".

Ferrini inquired into the reference of 1.3 employees up to 70 employees; why is there such a range. McGrail indicated the user would have cycles; the reference to employees was for those coming into the building to sort and prepare outgoing orders. There would be fluctuations during the time of year and sales cycle. The user would produce less traffic than the normal warehouse user; the trucks used would be box truck size.

Stebbins indicated there would be some semi-truck deliveries, but that traffic would be less as those trailers would be filled with the furniture, unloaded and placed on box trucks for delivery.

Director Parker ("Parker") asked if there were a percentage on the size of the surges (i.e.; four times a year); McGrail spoke to the loading areas for the box trucks being roughly the number of delivers made per day. The activity within the facility operations would be where the employee surge would occur. Parker indicated this would potentially fluctuate in concert with holiday periods; McGrail

affirmed. Stebbins spoke to a maximum of 70 parking spots with 20 of those being delivery drives; he stated the box trucks would sit overnight.

Ferrini stated he isn't a fan of not knowing the end user; Stebbins indicated the end user would be Fideletone. Ferrini was referring to the other entity that would be utilizing Fideletone; asked if Fideletone would come to a meeting to answer some questions; McGrail affirmed. Kane indicated they would be able to refer to the end user within the next couple of months. Kane spoke to them being a national brand. McGrail indicated the entity would be happy to come and speak with the Board, but at this time they need to affirm it can get the building operational for September of 2024 prior to formally announcing anything.

III. Public Comment:

David Delorey ("Delorey") regarding Rye Harbor Lobster Pound – provided a handout to the Board members. Delorey indicated there were two separate ROEs applying to two separate businesses operating at Rye Harbor Marine facility for buildings 5 and 6. Rye Harbor Lobster Pound LLC ("RHLP") owned by Nate Hanscom which sells lobster and shellfish; Rye Harbor Lobster LLC ("RHL") is owned by Sylvia Cheever selling restaurant style food. Both parties are willing to move forward, however, there are four open issues. 1. RHLP LLC has been provided a Concession Agreement to sell restaurant style food products, but does not sell restaurant style food and should not be subject to the 10% fee on gross sales; 2. RHL has not yet been provided a Concession Agreement to sell restaurant style food products; 3. Pda Admin. Rules 600 does not reference the ROE or Concession fees or its update before the Board; and 4. The missing ROE and Concession Agreement fees have denied various parties in public meetings their due process rights pertaining to Rye Harbor Marine facility fees. He spoke to a potential 19% increase in user fees. He believed the lack of due process of the new fees represents a rational basis for litigation as well as a lack of process compliance with the NH Joint Legislative Committee for Administrative Rules. He recommended the Board grant the same Concessional Agreement for both buildings which had been in place as last year.

Clinton Miller – his questions were satisfactorily addressed with the presentation of Aviation Avenue Group, LLC and he has not objections.

Mike Lehrman ("Lehrman") of Durham – Spoke to the AAG project pivoting a couple of times and a concern it may go back to air cargo. He spoke to what, if any, limitations the Board could put on the terms to rule out air cargo. Felt the crux of the issue is not knowing the end user of the facility.

Denis Hebert ("Hebert")– Newington Planning Board Chair – Spoke to the AAG's project and asked the location of the proposed site; Brean indicated it would be 100 New Hampshire Avenue which is the former site of the Air Force large warehouse building. Hebert stated it is set back from the runway; Brean affirmed and further stated there are several buildings and roadways between the location of the project and the runway. Hebert indicated that answered a lot of questions. He indicated the new proposed company may do a very good job, but if they fail, asked the Board to consider limitations at the location, if it can, on uses and future uses.

Sylvia Cheever – Rye Harbor Lobster Pound – spoke to Buildings 5 and 6 at Rye Harbor. While they want to financially support Rye Harbor, the new Concession Agreement, as it is, is financially punitive to their businesses. Spoke to the form of raising of fees being unreasonable for their particular business with sales, due to the market, being extremely competitive. Doesn't feel can increase the cost of

items as a means to cover overhead costs. Cheever stated no other entity at the harbor has a concession on live raw product or retail and felt it was specific to RHLP. Lobster pricing is very volatile which has a dramatic impact on end product and incorporating the 20% overhead costs would result having to sell a lobster roll for approximately $35 which won't be accepted for takeout. Cheever indicated they need to be profitable enough so they can pay the fee. When there is a fee involved there are typically items included such as utilities, repairs, taxes but not at Rye Harbor; instead she suggested having some other structure / cap (i.e.; pay dues). It will be difficult for them to be in business, profitable and pay what they need to.

Randy Spratt – Portsmouth – provided the Board with a written document and spoke regarding the potential FBO. He indicated he moved to the area about 8 years ago on the qualities on the city and services available. A factor which drew him to the area was the incredible airport at Pease (he moved to the area with two airplanes); have enjoyed Port City Air's ("PCA") service over the years. He believes in competition and thinks a second FBO in most circumstances would be highly welcomed. Feels the issue of competition is not on the field, but rather by Pease airport for air traffic which would otherwise go to surrounding airports. He has seen a growth rate of air traffic which is primarily military and some air cargo traffic at Pease. Spoke to the requirements of heavy equipment, staff and investment in infrastructure which has been needed to support that. He is also a happy customer of Million Air ("MA") as he has utilized some of its other facilities which are high end FBOs. It is also clear MA will be seeking the DOD fuel contract; 19 of MA's other FBOs have the DOD contracts; 17 are monopolies and of those, 7 or 8 have driven the competitor off the field. So, it is necessary to consider the economic effect to Portsmouth if it were to lose PCA. If MA comes in and can secure the fuel contract, it is likely PCA would fail or contract its operations. There are other operations aside from fueling such as deicing, cargo, catering, servicing of lavatories, all of which would be severely curtailed or possibly disappear. In a competitive world, it is not for government to make the determination. However, in this case if the fuel contract went to a smaller provider who did not have all of the services, the net effect would be the loss of military traffic to some degree. Urged PDA who have been well involved in managing effective growth of the airport, to look at what would happen if it lost 20 to 25% of military traffic. This would also represent a loss to the hotel and restaurant industries as well as the fuel flowage fee. Asked the consideration of not only the environmental, but the economic impact of the potential loss of a significant amount of the military business. MA is a great FBO, but need to make sure it is capable of servicing the military at least in the same fashion that is serviced currently by PCA.

Duprey referenced Pease operating an FBO of its own.

IV. Consent Agenda Items:

A. Consent Agenda Approvals:

Director Conard **moved** the **motion** and Director Fournier **seconded** that **the Pease Development Authority Board of Directors hereby moves that item numbers 1-5 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. **Legal Services**
2. **Jalbert Leasing, Inc. d/b/a C&J Bus Lines– Right of Entry – 42 Durham Street; 47 Durham Street and Hampton Street for Valet Parking**
3. **Skyhaven Airport – T-Hangar Rent Adjustment**
4. **Pease Development Authority – Website Re-Design**

5. **Pease Aviation Partners (dba Million Air) – 53 Exeter Street – Time Extensions for Land Use Applications to December 31, 2023**

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

B. Consent Agenda Approvals with Waivers:

Director Parker **moved** the **motion** and Director Fournier **seconded** that **the Pease Development Authority Board of Directors hereby moves that item numbers 1-7 from the consent agenda with waivers list below be approved as a single consent agenda item with waivers item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.**

1. **Portsmouth International Airport at Pease - Digital Communications Radios**
2. **Portsmouth International Airport at Pease – Upgrade Existing Parking Equipment at C Lot**
3. **Portsmouth International Airport at Pease – Jet Bridge Rehab**
4. **Pease Development Authority – Diesel Vibratory Compactor**
5. **Pease Development Authority – Microsoft 365 Migration**
6. **Portsmouth International Airport at Pease – Honeywell International, Inc. – 5 year Service Agreement**
7. **Portsmouth International Airport at Pease – Honeywell International, Inc. - Access System Control Upgrade**

Discussion: Lamson asked of the need for five affirmative votes and whether it was legal the way the motion is set up; Deputy Director / General Counsel Anthony I. Blenkinsop ("Blenkinsop") indicated a roll call vote would be held as the motion is set up to incorporate all the individual motions with a roll call, which covers the requirement.

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

V. Committees:

A. Report:

1. **Finance Committee**

Director Ferrini spoke to the Finance Committee meeting held on Monday, June 12, 2023, and that a presentation on operating results for a ten month period, cash flow report and operating budget [FY24] and FY 25-27 forecast were provided to the Committee.

VI. Old Business:

A. Approvals:

1. **Aviation Avenue Group, LLC – 100 New Hampshire Avenue - Revised Concept Approval**

Duprey spoke to the presentation provided earlier in the meeting and indicated concerns have been heard. Further, he spoke to lease language to assure this is not air cargo and has faith in staff when final approval is provided that the lease will contain appropriate language.

Ferrini asked if once the lease is negotiated, would it go before the Board for approval; Blenkinsop indicated generally leases do not go back to the Board for approval. Ferrini questioned whether the Board should see a lease prior to it being agreed upon.

Fournier indicated he disagreed as the Board does not do this for other leases so why start now.

Duprey indicated, so it is clear the Board wants to make sure there is a provision in the lease which prohibits the use of air cargo at the facility which would run through to tenants, subtenants etc. in perpetuity unless it is changed by the Board; Blenkinsop stated he understood the Board's view.

Brean reminded the Board in the Option Agreement AAG has indicated it will not be pursuing air cargo.

Lamson asked Brean, regarding Pease Aviation Partners ("PAP"), if he would speak to the Gosling Station wells. Brean clarified that PAP dba MA at the proposed site, that the [wells] predate the Air Force going back to the 1950s. The Gosling wells have been dormant for many years and PDA is asking for an extension so a review can be done to see what impact these wells / former wellheads have in the wetland in the area.

Lamson further indicated that not the whole Town of Newington is on the Haven Well; there are areas in Newington that are on the Greenland well.

Parker spoke to the etiology of drinking water not being commonly understood and asked if there were a way to educate ourselves, and the community, as to where the water goes in the respective wells.

Fournier asked for point of order as the current discussion has nothing to do with the vote at hand.

Duprey reaffirmed that AAG is not proposing an air cargo facility.

Director Levesque **moved** the **motion** and Director Fournier **seconded** that **the Pease Development Authority Board of Directors hereby approves of Aviation Avenue Group LLC's revised concept plan for 100 New Hampshire Avenue; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated June 7, 2023.**

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

2. Lonza Biologics, Inc. – 101 International Drive –Café Expansion – Soil

Director Lamson **moved** the **motion** and Director Fournier **seconded** that **the Pease Development Authority ("PDA") Board of Directors authorizes Lonza Biologics, Inc. ("Lonza") to relocate an additional 81 cubic yards of chlordane impacted soil from the café expansion project at 101 International Drive, for a cumulative total of 181 cubic yards, 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 June 13, 2023.

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

Items XII. A. 1. & 2. were moved up in the meeting.

3. ATDG, LLC - Ambulatory Surgical Center and Outpatient Building - 360 Corporate Drive – Letter of Intent and Concept Approval

Director Parker **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority ("PDA") Board of Directors hereby:**

1. **Approves the terms of the Letter of Intent between the PDA and ATDG, LLC ("ATDG") dated June 6, 2023, regarding a potential development at 360 Corporate Drive (the "Premises") and a potential lease agreement concerning the Premises;**
2. **Authorizes the Executive Director to complete negotiations with ATDG and finalize and execute a Lease Agreement for the Premises on terms and conditions in general accordance to those set forth in said Letter of Intent as well as such other terms and conditions recommended by PDA General Counsel, following receipt of all required land use approvals for the potential development; and**
3. **Approves the concept plan as submitted by ATDG for development of an ambulatory surgical center and outpatient building(s) at 360 Corporate Drive.**

All in accordance with the memoranda of Paul E. Brean, Executive Director dated June 6, 2023, and Michael R. Mates, Director of Engineering dated June 2, 2023.

Discussion: Blenkinsop indicated ATDG had a presentation available for the Board, should it want to hear from them. ATDG indicated it was prepared to provide its presentation, but if the Board was okay without it for approval that was okay; Duprey asked if any Board member needed a presentation. No requests made.

Disposition: Resolved by **unanimous** vote for; motion **carried**.

4. Shaines & McEachern - 282 Corporate Drive – Concept Approval

Director Lamson **moved** the **motion** and Director Conard **seconded** that **the Pease Development Authority ("PDA") Board of Directors hereby: Approves the concept plan as submitted by Clark 99, LLC for development of an ambulatory surgical center at 282 Corporate Drive; all in accordance with the memorandum of Michael R. Mates, Director of Engineering dated June 2, 2023.**

Discussion: Lamson indicated her appreciation of a raingarden being added to the area where the pavement would be removed.

Disposition: Resolved by **unanimous** vote for; motion **carried**.

VII. Finance:

A. Executive Summary:

Suzy Anzalone ("Anzalone") Director of Finance spoke to the two reports and stated PDA's operating revenues are 7.2% favorable to budget year-to-date ("YTD"), operating expenses are under budget by 4.1%; and there are no significant issues to report. Spoke to PDA's current assets and stated $11.6 million is unrestricted cash and investments. Regarding capital projects YTD, there has been $5.8 million spent with a majority being grant funded projects.

Anzalone spoke to cash flows and the expenditures on PDA's major projects. Therefore, anticipating a cash position of just around $6 million at the end of the next nine months.

Levesque stated he thought the $6 million amount was high; Anzalone stated PDA has had strong cash and investments over the past few months. Further she spoke to receipt of CARES Act funding assisting PDA maintaining a strong cash balance. Anzalone spoke to having a strong "days cash on hand" ratio of approximately eight months, meaning if no revenue was received, PDA could continue to do business as usual.

Brean spoke to the fiscal records, being that for Portsmouth International Airport funds as well as large expenses in the future for Division of Ports and Harbors ("DPH"); indicated federal obligations do not allow for the mingling of money between the two.

Anzalone spoke to utilities and that PDA is in a better position now, paying half the cost of the supplier portion compared to the winter months. She also spoke to working with the State's consultant in order to conduct a bid for services.

Ferrini asked if there were a process where money could be de-federalized, he knows it can be done in other quasi-governmental situations; Brean stated regarding FAA funds, they would be requested back from PDA's various grant funded projects (i.e.; runway, terminal etc.).

Parker asked if PDA has seen a decrease in power rates given the reduction in LNG costs; Brean affirmed. Anzalone further stated the supply charges are half of what they were in January and February.

Duprey indicated the State is a large buyer and if PDA can broker off the contract for the best rate; Anzalone indicated PDA will utilize the State's consultant instead of piggybacking on the State's contract. The reason for this is the manner which the State's contract will be written indicates if the State does not meet the demand they still have to pay; then it would come down to who didn't meet the demand (State or PDA). Anzalone stated the consultant has already been vetted by the State and can assist PDA.

B. Reports:

1. FY2023 Financial Report for the Ten Month Period Ending April 30, 2023

2. Cash Flow Projections for the Nine Month Period Ending February 28, 2024

C. Approval:

1. Proposed FY 2024 Operating and Maintenance Budget and FY 2025 - FY2027 Forecast

Anzalone spoke to the budget which was presented to the Finance Committee on June 12, 2023 and spoke to operating revenues for FY 24 of $19.7 million which is a 6.3% increase over FY23 budget. She reviewed how the determination was made; spoke to an upcoming request of a $0.01 increase in fuel flowage fees while maintaining the volume. Regarding fuel sales at the harbors, it is expected there will be a decrease in the volume. With respect to operating expenses, PDA has budgeted $17.1 million being an increase of 11.4% over FY23 budget, which includes a 2.7% wage increase (Cost of Living Increase, potential Merit Increases, as well as a position on the organization chart not budgeted for, and a fulltime position in Engineering).

This year there is a new line item for demolition of a building (FY24 and FY26).

A determination regarding utilities was made by utilizing an average from FY23 costs.

There is a 1.5% increase in professional fees which incorporates an increase in legal fees as well as budgeting for a Strategic and Operating Plan requested by the Board.

Anzalone explained the increase to audit fees being a result of how it will be reported for FY24 versus how it had been reported in the past. There is also an increase in technology and internet as some services are going to software as a service resulting in the increase in operating expenses, but decrease in capital expenditures.

Anzalone stated the budget includes funds for the upcoming events (i.e.; AAAE conference, Air Show); she also spoke to various initiatives PDA is looking to undertake in the future.

Anzalone spoke to the unknown requirements regarding the MS4 permit as well as not receiving benefit information for employees from the State until January so the figures provided are estimates.

Making up 92% of the revenue at the airport is fuel flowage fees and parking revenue; as stated there is a request for an increase in the fuel flowage fee and will maintain the rate for parking while increasing its occupancy estimates.

There is a proposal of 5% increase at Skyhaven for its hangar / tie down rental rates; this is being proposed for FY24 with a second 5% increase in FY25; rental rates have not been increased at Skyhaven for approximately 10 years.

Golf operations projections are based on proposed rounds played; finalizing the concession agreement with Grill 28 which will maintain the percentage of sales at 17% and include paying a portion of services (utilities, custodial services, tent rental).

Duprey reiterated Grill 28 is paying 17% of gross sales plus utilities; Anzalone affirmed. Duprey stated versus the 10% fee at Rye; Brean affirmed and further stated the 10% at Rye Harbor is consistent with state parks / facilities.

Duprey asked why fuel sales are projecting a substantial downward trend over the next three years; Anzalone responded the budget assumes that the cost of fuel will decrease (sales and expenses down).

No significant changes to DPH, an increase is anticipated for seasonal labor hours / wages in an effort to retain employees.

Spoke to providing detailed information to allow for transparency. Anzalone explained understanding the impact that the capital budget will have on the operating budget due to cash over the next six years. Further, it is not anticipated PDA will go into debt, but rather maintain a strong cash balance.

Ferrini thanked Anzalone and staff on the work gone into the materials and presentation with the accuracy and clarity being very helpful. Ferrini stated at the Finance Committee meeting it was asked for clarification regarding the wage increases / salary and were assured that Brean has the ability to go above the percentage as a means to retain employees so PDA functions properly.

Duprey commended Anzalone and staff as this is a complicated operation with a lot of moving parts; this presentation provide insight of a very informative budget.

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority Board of Directors hereby accepts and approves the proposed FY 2024 Operations and Maintenance ("O&M") Budget and FY 2025 – FY 2027 O&M Forecast; all in accordance with the memorandum dated June 2, 2023 and attached documentation submitted by Suzy Anzalone, Director of Finance.**

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

VIII. Leases:

A. Report:

1. **Sublease between Farley White and Granite Acquisitions Inc. (WinWaste) – 90 Arboretum Drive**
2. **Sublease between Farley White and Cambridge Trust Company – 100 Arboretum Drive**
3. **Sublease between NH Avenue Retail Center, LLC and Community Health Access Network – 14 Manchester Square**
4. **Sublease between 200 International Limited Partnership and Liquid LP, LLC – 200 International Drive**

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

1. Tenant: Granite Acquisition, Inc. and WIN Waste Innovations Holdings Inc.

	Space:	90 Arboretum Drive
	Use:	General Office Use and Customary Accessory Uses
	Term:	Ten (10) Years with two extension options of five (5) years each
2.	Tenant:	Cambridge Trust Co.
	Space:	100 Arboretum Drive
	Use:	General Office Use and customary accessory uses including hosting or conducting conferences provided that such conferences shall not exceed twenty (20) attendees
	Term:	Sixty (60) months, with one (1) extension option of five (5) years
3.	Tenant:	Community Health Access Network
	Space:	NH Avenue Retail Center, LLC
	Use:	Office and Related Uses
	Term:	Base Term of Five (5) years
4.	Tenant:	Liquid LP LLC
	Space:	200 International Drive
	Use:	General Office Use
	Term:	Five (5) years with one (1) five (5) year option

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.

IX. Contracts:

A. Report:

1. **Pease Golf Course –Pete's Toilet Rental**
2. **16 Pease Boulevard - Chris-Co Construction Services, Inc. - Replacement of Septic Pump and Floats**
3. **Pease Golf Course –Two T's Services, Inc. - Blueair 900A and Blueair 500A Ice Makers**
4. **Portsmouth International Airport at Pease - Honeywell International, Inc. – Airport Access Cards**

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

1.	Project Name:	Pease Golf Course – Pete's Toilet Rental
	Board Authority:	Director Ferrini
	Summary:	Seven (7) Portable Toilets with service twice a week from July 1, 2023 through October 31, 2023
	Cost:	$7,350.00
2.	Project Name:	16 Pease Boulevard
	Board Authority:	Director Ferrini
	Summary:	Replacement of Septic Pump and Floats - Chris-Co Construction Services, Inc.
	Cost:	Not to Exceed $3,000.00

3. Project Name: Pease Golf Course – Two T's Services, Inc.
Board Authority: Director Ferrini
Summary: Purchase and installation of a Blueair 900A and a Blueair 500A Ice Makers
Cost: $8,310.74

4. Project Name: Portsmouth International Airport at Pease
Board Authority: Director Ferrini
Summary: Purchase from Honeywell International of Airport Access Cards
Cost: $1,750.00

X. Executive Director:

A. Reports:

1. Golf Course Operations

Scott DeVito ("DeVito"), Pease Golf Course ("PGC") General Manager, spoke to golf rounds being ahead of last year by 1,500 to 2,000 rounds. Continue to receive event requests and are still booking.

DeVito indicated the PGC has received confirmation that the Portsmouth High School JV Golf team will be practicing at PGC this fall, will hold three matches at the facility and one match for the Varsity team. DeVito indicated Oyster River High School also practices at PGC and has matches there periodically against the Portsmouth High School team.

DeVito indicated PGC met with the City and they will be doing the tie in for the water filling station, between holes 6 and 7, and hopes it will be in place by 4th of July weekend.

Director Conard had to leave the meeting at 9:55 a.m. due to a previously scheduled appointment.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean spoke to 1.2 million gallons of fuel sold in May, breaking down to 66% for DOD, 14% for commercial and 20% for general aviation.

Regarding parking revenue, 947 vehicles were parked during the month for Allegiant traffic, averaging to be approximately $41 per passenger parking at the lot.

PDA's annual enplanements are at approximately 32,265 using the facility through May.

NH ANG continues to support the auxiliary air training in support of Air Defender. Also, their air and ground crew are training with multiple F15 Strike Eagle and F35 Lightning which are supersonic aircrafts.

PCA has requested to place three (3) additional mobile refuelers with a total capacity of an additional 30,000 gallons into service; working with them to help out on a temporary basis. However, having PDA's on-call specialist, Stantec, who specializes in fuel storage and flow to review. This would bring PCA's mobile refueler trucks on the airfield up to 15; some of the trucks have 10,000 gallon capacity. PDA wants to make sure it can handle the capacity in its stormwater / oil water separators.

b) Skyhaven Airport (DAW)

The packet contains a motion to increase the rental fees.

Director Levesque left the meeting at 9:56 a.m. and returned at 9:58 a.m.

c) Noise Line Report

(i) May 2023

Brean spoke to one noise inquiry from a Portsmouth resident regarding numerous large military aircraft flying who felt the flight pattern was new. Brean explained that on this day, there were many military jets and small aircraft flying in and out of Portsmouth. The traffic patterns had not changed; however, Air Traffic Control had separated large aircraft and small aircraft flight patterns by sending smaller aircraft in a left traffic pattern while sending the larger aircraft in a right traffic pattern.

B. Approval:

1. Land Use Controls – Overlay District

Director Fournier **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority ("PDA") Board of Directors hereby approves the draft language of the proposed amendment to the Zoning Ordinance of the PDA Land Use Controls, regarding creation of an Overlay District, and authorizes the Executive Director to schedule a public hearing before the Board on the amendment directly before the Board's August 17, 2023, meeting; all in accordance with the memorandum of Michael R. Mates, Director of Engineering, dated May 30, 2023.**

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

2. Fuel Flowage Fee Increase

Director Lamson **moved** the **motion** and Director Parker **seconded** that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to take all such action as may be required or appropriate to increase the current aviation fuel flowage fee rate by $0.01, from $.05 to $.06 per gallon on 100 low lead fuel and Jet A fuel, commencing July 1, 2023; all in accordance with the memorandum of Andrew Pomeroy, Manager, Director of Aviation Planning & Regulatory Compliance, dated June 1, 2023.**

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

XI. Division of Ports and Harbors:

A. Reports:

Executive Director Brean left the meeting at 10:02 a.m. and returned at 10:06 a.m.

1. 2015 – 2023 Mooring Permit Application Analysis

Geno Marconi ("Marconi"), Director of DPH spoke to applications being sent out and those received back prior to the deadline. Marconi indicated that 139 missed the deadline, of those who missed the deadline, 23 voluntarily gave up their permits, 1 individual had passed away, 58 individuals were shore front property owners who can reapply any time, leaving 57 permits which expired on April 1st.

3. 2014 - 2023 Mooring Waitlist Analysis

Marconi indicated there are 857 locations that are being applied for by 383 people. Of the 383 people, 151 already have a mooring. Some of these 151 individuals / entities are yacht clubs / marinas because under the administrative rules you can only be on wait list in a particular area once. Explained if an individual / entity gets a mooring in that area, they are removed from the waitlist and if they choose go back on the waitlist it is at the bottom. Sometimes people who have boats pick an area that is less desirable in hopes to obtain a mooring. Of the sites being requested (857 locations), 269 individuals / entities already have a mooring.

Duprey stated NH is getting busier and there is a large volume of individuals seeking moorings. There are some individuals who seem to have a mooring for an extended period of time and wondered whether there should be a time limit implemented.

Lamson disagreed with a time limit on moorings.

Duprey said you hear that some people get moorings through purchasing a portion of a boat. The job of the state is to make sure as many people as possible can get moorings and no individual gets special treatment or something forever.

Marconi indicated the only moorings that can be transferred are Commercial Use moorings through the sale of a business or sale of the assets of a business. When balancing public recreation and the statute charge to promote commercial fishing, the Commercial Use mooring was developed which flat lined the loss of commercial activity in the area. Marconi explained that if someone does not pay for the mooring annually they lose it, as well if an individual dies. Otherwise, a mooring cannot be passed to a family member, except a surviving spouse.

Duprey asked if a boat registration has two individuals' names on it, and the individual who has the mooring in his name that owns a share in the boat the mooring is used for dies, does the mooring pass on to other individual. Marconi stated no, the mooring would be released.

Duprey asked if there is a minimum revenue an individual needs to do in order to call themselves commercial fishermen; Marconi indicated they need to show landings and the primary use of the mooring has to be for commercial.

Ferrini indicated yacht clubs have mooring permits, and some upcharge from the state fee to its

customers for use of the mooring; Marconi affirmed stating they are Commercial for Hire moorings. Ferrini stated a Commercial for Hire mooring is not the same as a Commercial Use mooring; Marconi affirmed. Ferrini stated a marina can mark up a publicly regulated right; Marconi indicated they typically charge on the footage of the boat.

Parker asked of the various mooring locations and the access available for them. Further, she inquired whether there should be a review of the rules and how they are followed as a means to allow as many people as possible who desire moorings. Marconi stated the rules are monitored on a regular basis. Further, he indicated if individuals ask of available locations the Chief Harbormaster can indicate those available and which locations (many being the less desirable) which may not have long wait list, if any.

3. 2023 Requests for Mooring Reconsideration

Marconi indicated of the 57 permits which expired, 12 requested reconsideration and under the administrative rules, those meeting the criteria he approved 7 permits to be issued. Generally all requests were due to medical conditions with doctor's letters provided. Five requests for reconsideration were denied as they did not qualify; no appeals were requested to the PDA Board leaving 50 permits expired.

4. December 2022 – January 2023 Commercial Marine Licensing

Marconi spoke to two days a year when DPH and Fish and Game work together to allow commercial fishermen to go to Dover, instead of Concord, to process various permits (i.e.; fishing, boat, etc.).

5. Morton Salt – Exercise Second of Three One Year Options to License and Operating Agreement
6. Charter boat Right of Entries, Hampton & Rye Harbor Marine Facilities
7. Rye Harbor – December Storm Surge Repairs
8. Portsmouth Fish Pier – Bait Cooler

Marconi recapped the reports provided regarding items 5, 6 and 8. Regarding item 7, Marconi indicated the Capital Budget Overview Committee approved release of funds from the Harbor Dredge Pier Maintenance; DPH is looking to get reimbursed from some federal funds available.

Deputy Director / General Counsel Anthony I. Blenkinsop left the meeting at 10:09 a.m. and returned at 10:12 a.m.

Marconi spoke to the photo displayed of a vessel from the Royal Navy which was in dock for a week.

DPH has been working with a company called Boatwise, approved by the US Coast Guard to train and give the Coast Guard exams for boat licenses. DPH has provided Boatwise with a classroom for the course and in exchange DPH staff are able to take the course and exam; three harbormasters Mike Moreau, Rodney McQuate and Deputy Chief Harbormaster Adam Winkler have gone through the course, taken the exam and now are submitting sea times with the Coast Guard in order to get their license.

Marconi stated he is on the Board of the North Atlantic Boat Association and he recently attended a meeting and held a discussion with representatives of Sydney, Nova Scotia regarding off-shore wind power and how the Canadians view the subject.

B. Approval:

Duprey indicated he would like more time to review Pda 600 rules so he could gain a better understanding of its contents and the proposed changes.

1. Final proposal Pda 600 rules

Director Levesque **moved** the **motion** and Director Fournier **seconded** that **item XI.B.1. regarding Pda 600 rules be postponed to the next PDA Board meeting which is August 17, 2023.**

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

2. Rye Harbor Marine Facility – Hexagonal Gatehouse

Director Levesque **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority Board of Directors authorizes the Executive Director to contract with HL Patten Construction for the construction of a new hexagonal gatehouse for the Rye Harbor Marine Facility in an amount not to exceed $21,000.00; all in accordance with the Memorandum of Geno Marconi, Division Director, dated May 31, 2023.**

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the formal RFP requirement as four (4) quotes from local contractors were obtained, and the lowest quote for the desired product has been selected.

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

3. Rights of Entry with Concession Agreement, Rye Harbor Marine Facility, Rye Harbor Lobster Pound

Director Ferrini **moved** the **motion** and Director Fournier **seconded** that **the Pease Development Authority Board of Directors authorizes the Executive Director and the Division of Ports and Harbors Director, in accordance with their respective powers and duties, to finalize and execute: 1.) two Rights of Entry; and 2.) a Concession Agreement, with Rye Harbor Lobster Pound, LLC for the Rye Harbor Marine Facility; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated June 8, 2023, and draft Rights of Entry and Concession Agreement.**

Discussion: Duprey indicated during public comment there had been a reference to whether PDA was following the Joint Legislative Committee on rules and deferred to Blenkinsop for comment; Blenkinsop stated the PDA Board is well within its rights under state law to issue the ROEs and Concession Agreement under the terms the Board deems appropriate.

Lamson referenced that the two ROEs and Concession Agreement were for RHLP to have two buildings at Rye Harbor; Brean affirmed and further stated the ROEs and service of restaurant style food menu items triggers a Concession Agreement. Brean clarified that all food items sold by that entity would be charged a ten percent concession fee. Lamson asked if RHLP understood at its location, that behind them are wetlands and not to dispose of trash in that area. Brean stated in the ROE there is language that restricts "spread" beyond ten feet (10') of the shack. Brean stated DPH staff would be placing hay bale as a means to line the wetlands area so there is clear delineation.

Duprey asked of the statement that RHLP does not sell restaurant style food because it is selling live lobsters; Brean stated up until two weeks ago, it had never been identified to PDA that there were two different businesses. He reminded the Board that RHLP is the only ROE holder at Rye that does not have a commercial pier use permit. Brean indicated there are other commercial pier holders who have a ROE to a shack that sell its wholesale catch who choose not serve restaurant style food that are not charged a 10% concession fee on its catch. These are commercial fishermen who have mortgages on boats and miscellaneous expenses associated with the same. Brean indicated the brick and mortar expense has been removed and PDA has placed them in a good position to have a successful season at Rye Harbor with the 10% fee, similar to that for state facilities; this is less than PDA's concession fee at Pease.

Duprey asked if the other entity [Rye Harborside] through the Whale Watch has entered into the same Concession Agreement; Brean affirmed they have entered into the ROE and Concession Agreement and are prepared to pay ten percent (10%) on any food sold out of its concession.

Duprey stated it is PDA's duty to treat everyone fairly. All other shacks are tied to pier use permits and while at one time RHLP had a permit, currently it does not have a direct tie to the harbor. However, they have been allowed to continue operating. RHLP purchases live catch from local fishermen. There have been recent discussions regarding redevelopment of Rye Harbor and improvements have been made to parking. Duprey indicated it is not the job of the state to create profits for anyone. Further, he indicated if PDA were to decide to have entities bid on shacks instead, he feels as though there would be more revenue to utilize for improvements to the harbor than received under ROEs and Concession Agreements. He understands the concerns raised and feels accommodations have been made so things are fair and equitable.

Lamson stated there are beautiful businesses down to Rye Harbor which is run efficiently under the Harbormaster.

Disposition: Resolved by **unanimous** vote for; motion **carried**.

XII. New Business:

In the interest of the schedules for the attendees of these two items, discussions were moved and heard earlier in the meeting as items VI.A.3. & 4.

A. Approvals:

1. **ATDG, LLC - Ambulatory Surgical Center and Outpatient Building - 360 Corporate Drive – Letter of Intent and Concept Approval**
2. **Shaines & McEachern - 282 Corporate Drive – Concept Approval**

XIII. Special Event:

A. Report:

1. Veterans' Count - Pack & Boots 5K Road Race to be held on July 4, 2023

XIV. Upcoming Meetings:

Levesque stated the Port Committee meeting will be postponed and has not yet been rescheduled.

Transportation Management Committee meeting will be postponed and has not yet been rescheduled.

Noise Committee	**June 15, 2023 @ 6:30 p.m.**
Transportation Management Committee	**June 22, 2023 @ 8:30 a.m.**
Port Committee	**July 6, 2023 @ 8:00 a.m.**
Board of Directors	**August 17, 2023 @ 8:30 a.m.**

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

XV. Directors' Comments:

Brean commended staff for the detailed Board packet; PDA is fortunate to have staff who provide detailed data to the Board so it can make appropriate decisions.

Duprey spoke to news coverage regarding the discussions concerning MA and PCA and the continued review by staff. He is a believer that PDA should thoroughly explore whether PDA should be an FBO as we are good at running airports and this would provide a competitive leg. Brean spoke to Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance, looking to what makes the most sense for Portsmouth International Airport at Pease.

XVI. Adjournment:

Director Lamson **moved** the **motion** and Director Levesque **seconded** to **adjourn the Board meeting. Meeting adjourned at 10:33 a.m.**

XVII. Press Questions:

No comments from the press.

Respectfully submitted,

Paul E. Brean
Executive Director

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PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Fournier:

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. Legal Services * **(Ferrini)**
2. Sig Sauer - Concept Approval for Building Addition - 72 Pease Boulevard * **(Conard)**
3. NHDOT AIP Grant for Aircraft Rescue and Firefighting Facility ("ARFF") Improvements * **(Parker)**
4. Farley White Pease, LLC - Installation of Shed - 100 Arboretum Drive* **(Lamson)**
5. Two On-Call Architectural Consultants - Fennick McCredie Architecture and Harriman * **(Levesque)**
6. UNH - Wildcat Sponsorship * **(Fournier)**
7. Allegiant Airlines - Marketing * **(Conard)**
8. Vogel Vending - ATM Concession Agreement * **(Ferrini)**
9. Jacobs / GM2 - Wetland Permitting for Portsmouth International Airport for Fence Repairs * **(Parker)**

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PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of $36,821.00 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 August 7, 2023, attached hereto.

N:\RESOLVES\2023\Legal Services 8-17-2023.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Anthony I. Blenkinsop, Deputy Director / General Counsel AIB

Date: August 7, 2023

Re: Legal Services

Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the months of May, June and July 2023 in a total amount of **$36,573.00**, as follows:

May 1, 2023 – May 31, 2023	
(for Tradeport General Representation)	$2,755.00
(for Permit Implementation)	$ 377.00
(for Ports and Harbors)	$1,682.00
(for Litigation)	$ 254.00
	$5,068.00
June 1, 2023 – June 30, 2023	
(for Tradeport General Representation)	$ 2,505.00
(for Permit Implementation)	$10,179.00
(for Ports and Harbors)	$ 783.00
	$13,467.00
July 1, 2023 – July 31, 2023	
(for Tradeport General Representation)	$ 1,276.00
(for Permit Implementation)	$13,021.00
(for Ports and Harbors)	$ 3,741.00
	$18,038.00

Anderson Kreiger provided legal services to the PDA in the month of June 2023, in the amount of **$248.00**.

This is request approval by the Board of Directors to authorize the Executive Director to expend funds for legal services rendered by Sheehan, Phinney, Bass & Green and Anderson Kreiger in a total amount of **$36,821.00**

P:\BOARDMTG\2023\Board Memo - Legal Services (8-17-2023).docx

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: General Representation - Trade Port

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 389783

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$2,755.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$2,755.00
PREVIOUS BALANCE:	$6,090.00
TOTAL BALANCE DUE:	$8,845.00

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: 389733

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$377.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$377.00
PREVIOUS BALANCE:	$2,088.00
TOTAL BALANCE DUE:	$2,465.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... $_____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Market Street Terminal Reconstruction

CLIENT/CASE NO. 14713-17464
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 389732

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$1,682.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$1,682.00
PREVIOUS BALANCE:	$6,467.00
TOTAL BALANCE DUE:	$8,149.00

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.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Town of Greenland v. Town of Newington

CLIENT/CASE NO. 14713-15497
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 389731

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$174.00
TOTAL EXPENSES:	$80.00
TOTAL THIS BILL:	$254.00
PREVIOUS BALANCE:	$4,396.00
TOTAL BALANCE DUE:	$4,650.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... $_____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: General Representation - Trade Port

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$2,505.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$2,505.00
PREVIOUS BALANCE:	$6,380.00
TOTAL BALANCE DUE:	$8,885.00

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: 390795

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$10,179.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$10,179.00
PREVIOUS BALANCE:	$377.00
TOTAL BALANCE DUE:	$10,556.00

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: Market Street Terminal Reconstruction

CLIENT/CASE NO. 14713-17464
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 390779

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$783.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$783.00
PREVIOUS BALANCE:	$1,682.00
TOTAL BALANCE DUE:	$2,465.00

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: General Representation - Trade Port

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$1,276.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$1,276.00
BALANCE DUE:	$1,276.00

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$13,021.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$13,021.00
BALANCE DUE:	$13,021.00

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: Market Street Terminal Reconstruction

CLIENT/CASE NO. 14713-17464
BILLING ATTORNEY: Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	$3,741.00
TOTAL EXPENSES:	$0.00
TOTAL THIS BILL:	$3,741.00
BALANCE DUE:	$3,741.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... $_____

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

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

July 6, 2023

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

Reference # 147419 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

	Hours	Amount

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	0.40	620.00	248.00

Payments

05/11/2023	Payment	CK#037709	3,857.99
		Sub-total Payments:	$3,857.99

Total Current Billing:	$248.00
Previous Balance Due:	$0.00
Total Now Due:	$248.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Conard:

The Pease Development Authority Board of Directors hereby approves of Sig Sauer's concept plan for an addition at its premises located at 72 Pease Boulevard; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated August 4, 2023, attached hereto.

N:\RESOLVES\2023\Sig Sauer Concept Plan (8-17-23).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Michael R. Mates, P.E., Director of Engineering MRM

Date: August 4, 2023

Subject: Sig Sauer Building Addition

Sig Sauer, PDA's tenant at 72 Pease Boulevard, is interested in constructing a building addition on the south side of its facility. This addition is required to meet contract obligations with the US Military and will house facilities required for testing firearms. The new 1,550 square foot expansion will be used to house two new bullet trap rooms and storage area. These trap rooms are equipped with sand traps and bullet harvesting equipment used to collect spent bullets from firearm tests.

Site improvements include construction of a 26 foot high building addition with a footprint of approximately 950 square feet, drainage improvements to accommodate the new structure and a four foot high retaining wall. The building addition will be located over existing impervious coverage so no additional impervious coverage will be added to the site and therefore no additional stormwater treatment is required. Utilities for the addition will be extended from the existing building. There are no wetland impacts and the project is not anticipated to generate any additional vehicular traffic. A dust collector will be located just outside the building and will be evaluated to ensure noise from this equipment is not a nuisance.

Attached is a project memo and a conceptual site plan submitted by Sig Sauer. The plan, in general, conforms to the open space, and setback requirements of the PDA Land Use Controls. Staff recommends conceptual approval by the Board allowing engineered plans to be developed and forwarded to the Town of Newington for site review.

At this month's Board of Directors meeting, please ask the Board to approve the attached concept plan for Sig Sauer.

N:\\ENGINEER\Board Memos\2023\Sig Sauer Bldg Addition.docx

400 Harvey Road, Manchester, NH 03103 | T (603) 627-5500 | F (603) 627-5501
allenmajor.com

ALLEN & MAJOR
ASSOCIATES, INC.

August 3, 2023

To: Michael Mates, PE
Engineering Manager
Pease Development Authority
55 International Drive
Portsmouth, New Hampshire 03801

Copy: August Consulting, PLLC

A&M Project #: 2912-02

Re: Sig Sauer
72 Pease Boulevard
Production Testing Expansion
PDA Site Review

Dear Mr. Mates,

Allen & Major Associates, Inc., on behalf of our client, Sig Sauer, has prepared this narrative along with the attached Site Review Application and site plan drawings for the proposed Production Testing Expansion at 72 Pease Boulevard. This narrative provides a summary of the proposed building addition and site improvements needed to facilitate the expansion.

Project Overview

The project is a 950± square foot building addition at the southwest side of the building (facing Newington Street). Please refer to the enclosed Sheet C-101, Aerial Photo for overview of the property and the location of the building addition. The addition is a single story with a height of 26'±. There is a mezzanine level with exterior stair access. The purpose of the building addition is to extend the length of existing production testing equipment.

Wetlands

There are no wetland areas within the vicinity of the proposed building addition. The addition is proposed within a previously developed area currently used for truck loading and receiving.

Historic Areas

There are no historic areas within the vicinity of the proposed building addition. The addition is proposed within a previously developed area currently used for truck loading and receiving.

Excess Soils

All excess soil from the foundation excavation, pavement grade adjustment, or site work will remain on-site. There is an area of fill proposed between the addition and the existing building. If there is excess soil greater than the fill volume, then the excess soil will be shaped into a landscape berm in the adjacent lawn area.

Stormwater

The proposed building addition will convert pavement area to rooftop area. There is no proposed expansion of impervious area. The project does require the relocation of a catch basin to accommodate the foundation work. A new deep sump catch basin will be installed approximately 4' to the east of the existing catch basin. All existing drainage connections will be maintained and a new roof drain connection

from the building addition will be added. Since the there is no increase in impervious area, there is no increase in stormwater runoff rate or volume. The stormwater flows through a closed drainage system to one of the existing stormwater management facilities on the northerly side of site driveway.

Utilities

The building addition mechanical systems will be supplied by the existing building. There are no new service connections proposed as part of the addition.

Offstreet Parking

There is no change in the proposed offstreet parking. The applicant does not anticipate adding employees as part of the building addition. The purpose of the building addition is to extend the length of existing production testing equipment.

Trip Generation Calculations

The applicant does not anticipate adding employees as part of the building addition. The purpose of the building addition is to extend the length of existing production testing equipment. There is no increase in trip generation.

Open Space

There is no change to the existing open space. The building addition will be constructed within previously developed (impervious) area.

We thank you in advance for your consideration and look forward to presenting this project to the Pease Development Authority.

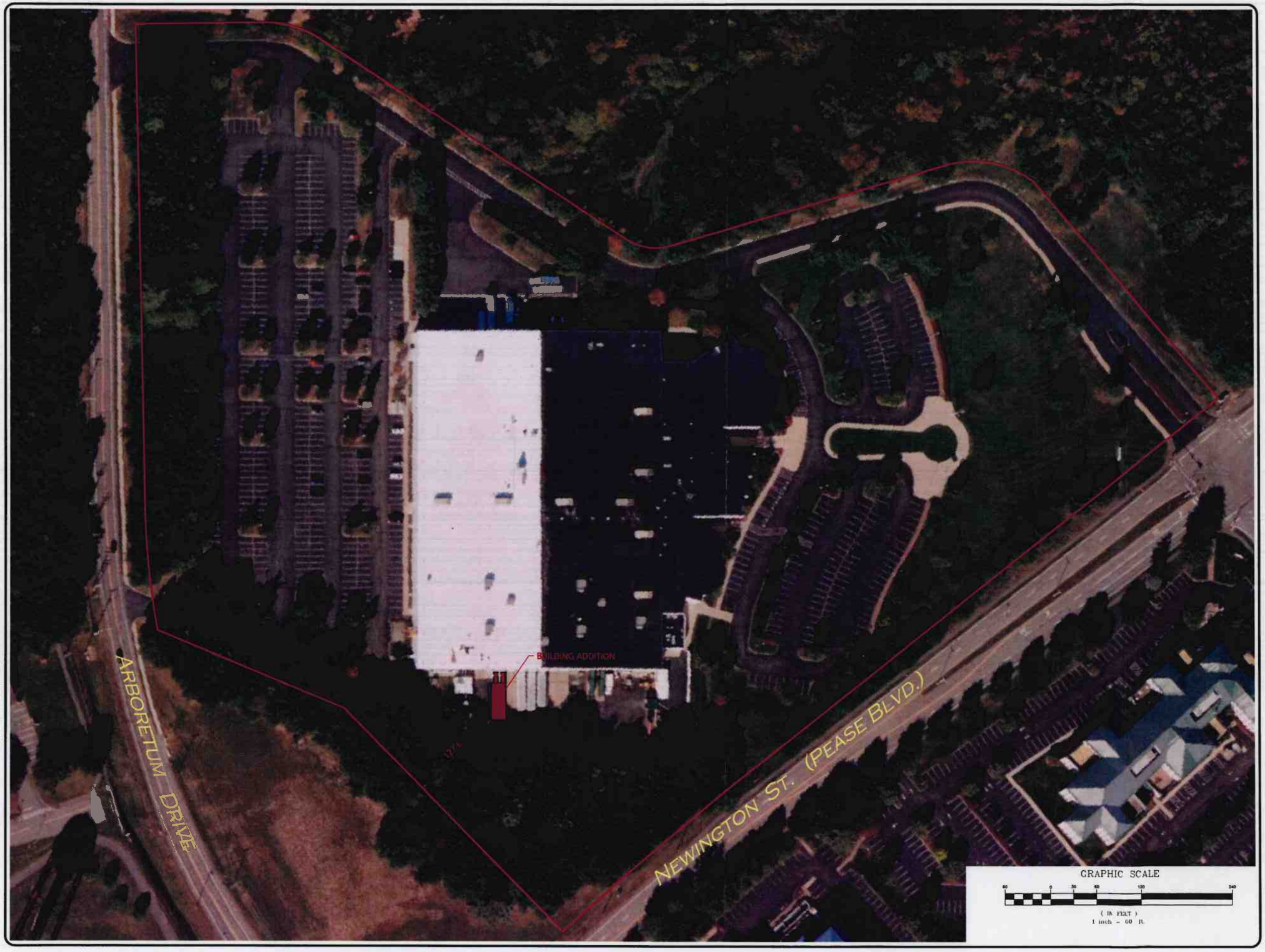
Very Truly Yours,

ALLEN & MAJOR ASSOCIATES, INC.

Brian D. Jones, P.E.
Senior Project Manager

Attachments:

1. Site Plan for 72 Pease Boulevard Production Testing Expansion (4 sheets), dated August 3, 2023
    - 3 full size copies (22" x 34")
    - 1 half size copy (11" x 17")
    - 1 thumb drive with PDF version of the drawings and project narrative
2. Site Review Application



R:\PROJECTS\2912-02\CIVIL\DRAWINGS\CURRENT\C-2912-02_SITE PLAN.DWG

REV	DATE	DESCRIPTION

APPLICANT:

SIG SAUER REAL ESTATE INC.
72 PEASE BLVD.
PORTSMOUTH, NH 03801

PROJECT:

SIG SAUER
PRODUCTION TESTING EXPANSION
72 PEASE BOULEVARD
NEWINGTON, NH 03801

PROJECT NO.	2912-02	DATE:	08-03-23
SCALE:	1" = 60'	DWG. NAME:	C-2912-02
DESIGNED BY:	BDJ	CHECKED BY:	RPC

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying environmental consulting ◆ landscape architecture
www.allenmajor.com
400 HARVEY ROAD
MANCHESTER, NH 03103
TEL: (603) 627-5500
FAX: (603) 627-5501
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

DRAWING TITLE: AERIAL PHOTO

SHEET No. C-101

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves of and accepts FAA Airport Improvement Project funds on behalf of the New Hampshire Department of Transportation, Bureau of Aeronautics and the New Hampshire Department of Safety, for improvements to the Aircraft Rescue and Fire Fighting fuel distribution system and fuel spill trainer at the New Hampshire Fire Training Facility in Concord, NH, for a total cost of $1,995,000; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated August 4, 2023; attached hereto.

N:\RESOLVES\2023\FAA-AARF fuel Distribution System and Fuel Spill Trainer 08-17-2023.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Michael R. Mates, P.E., Director of Engineering MRM

Date: August 4, 2023

Subject: NHDOT AIP Grant for Aircraft Rescue and Firefighting Facility Improvements

---

In 2016, PDA entered into a Memorandum of Understanding and a Co-Sponsorship Agreement ("the Agreements") with the NH Department of Transportation Bureau of Aeronautics ("Bureau of Aeronautics") and the NH Department of Safety ("DOS") that allow the parties to co-sponsor FAA grants for the purpose of improving the Aircraft Rescue and Fire Fighting ("ARFF") Training Facility in Concord. Although the improvements are grant eligible, the Bureau of Aeronautics and DOS are not eligible to receive funds directly from FAA. By contrast, Portsmouth International Airport at Pease is a state-owned, FAR Part 139 Certified Air Carrier airport and eligible to receive funds from the Airport Improvement Program ("AIP"). The Agreements permit the parties to co-sign the necessary grant documents, thus providing a conduit for the funding to take place.

Using this approach, the parties successfully applied for and received grants in 2016, 2018 and 2021. In this arrangement, PDA's role is to accept the AIP funds. All project costs are borne by FAA and the Bureau of Aeronautics.

This year, a fourth grant application has been submitted. The grant will fund the improvements to the ARFF fuel distribution system and fuel spill trainer at the NH Fire Training Facility in Concord, NH. The total project cost is $1,995,000. As with the past projects, FAA and NHDOT will provide all funding and will be responsible for FAA compliance requirements.

At the next Board meeting, please seek approval to accept AIP funds for improvements to the ARFF fuel distribution system and fuel spill trainer at the NH Fire Training Facility in Concord, consistent with the 2016 Memorandum of Understanding and a Co-Sponsorship Agreements cited above.

N:\\ENGINEER\Board Memos\2023\DOT AIP ARFF Training.docx

CO SPONSORSHIP AGREEMENT

Date of Agreement	July 11, 2016
~~Airport/Planning Area~~/Name of Facility	New Hampshire Aircraft Rescue and Fire Fighting Training Facility
DUNS Number(s)	State of New Hampshire : 80-859-1697 Pease Development Authority: 62-009-4771

This CO-SPONSORSHIP AGREEMENT, made this 11th day of July, 2016, by and between New Hampshire Department of Transportation, New Hampshire Department of Safety, and Pease Development Authority as co-sponsors for the New Hampshire Aircraft Rescue and Fire Fighting (ARFF) Training Facility.

WHEREAS, the NH ARFF Training Facility (Facility) is federally obligated pursuant to the obligations contained in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement;

WHEREAS, the New Hampshire Department of Transportation was the sponsor of the Facility, and transferred ownership and operations of the Facility to the New Hampshire Department of Safety on February 13, 2002 ;

WHEREAS, the Department of Safety is responsible for the day-to-day operations and maintenance of the Facility, and the Pease Development Authority and the Department of Transportation have agreed to act as co-sponsors;

WHEREAS, the co-sponsors agree to assume, meet, and be bound by the AIP federal obligations contained in the FAA Grant Agreement for the Federal aid project number:

AIP Grant Number 3-33-3300-xxx-2016 Improvements to NH ARFF Training Facility
Fiscal Year 2016

WHEREAS, the co-sponsors would like to make improvements to the Facility and are seeking (AIP) grants to assist in funding the improvements; and

NOW THEREFORE, THE PARTIES AGREE:

1. FAA GRANT ASSURANCES. The New Hampshire Department of Safety, New Hampshire Department of Transportation, and Pease Development Authority assume the AIP grant obligations under Grant Number 3-33-3300-xxx-2016 for the Facility, and agree to sign and be bound by all grant agreements/assurances for all new FAA Grants that apply to the Facility for the duration of time that FAA funds the necessary capital infrastructure improvements for the ARFF FACILITY, in addition to, per FAA rules, regulations and grant assurances, additional time required beyond the acceptance of the FAA development and/or planning grant to maintain an open and operational ARFF FACILITY. Standard time frame is 20 years from the last FAA development grant but could vary depending on the project being funded.

2. COMMUNICATIONS WITH THE FAA. The parties agree that New Hampshire Department of Transportation will be the main point of contact for communications with the FAA regarding the Facility.

To the extent practical, New Hampshire Department of Transportation will include the New Hampshire Department of Safety and Pease Development Authority on all communications (written and oral) with the FAA regarding the Facility.

3. AMENDMENTS. This agreement may be amended only (i) upon the written agreement of the three parties pursuant to their respective legal authorities and (ii) with prior approval of the FAA.

4. AUTHORITY; BINDING NATURE. Each party represents that it has the full power and authority to enter this Agreement, to carry out its respective obligations hereunder and that all action required to authorize the execution and delivery of this Agreement has been taken. This Agreement shall be binding upon and insure to the benefit of the parties hereto.

5. FURTHER ASSURANCES. Each party agrees that shall cooperate with the other party and execute and deliver all such other instruments and take all such other actions as may be reasonably requested by the other party from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

6. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the funding for capital improvements that benefit the Facility and the communities it serves.

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

8. APPLICABLE LAW. This Agreement shall be interpreted under the laws of the State of New Hampshire unless superseded by Applicable Federal Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CO-SPONSOR: New Hampshire Department of Transportation	CO-SPONSOR: New Hampshire Department of Safety	CO-SPONSOR: Pease Development Authority
By: Patrick Herlihy	By: Steven R. Lavoie	By: DAVID MULLEN
Director of Aeronautics, Rail and Transit	Director, Division of Administration	Executive Director
Title:	Title:	Title:

STATE OF NEW HAMPSHIRE

Memorandum of Agreement
Between the
New Hampshire Department of Transportation
and
New Hampshire Department of Safety
and
Pease Development Authority
For the acceptance of a Federal Aviation Administration Airport Improvement Program Grant for the rehabilitation for the Aircraft Rescue and Fire Fighting Training Facility located at the Richard M. Flynn Fire Academy, Concord, New Hampshire

A Memorandum of Agreement (hereinafter referred to as "MOA") by and between the New Hampshire Department of Transportation, Division of Aeronautics Rail and Transit (hereinafter referred to as "NHDOT") and the New Hampshire Department of Safety, Division of Fire Standards and Training and Emergency Medical Services ("NHDOS"), and the Pease Development Authority (hereinafter referred to as "PDA") to accept a grant from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) to fund the necessary improvements to the Aircraft Rescue and Fire Fighting Training Facility (ARFF FACILITY) located at the Richard M. Flynn Fire Academy, Concord, New Hampshire.

WHEREAS, the New Hampshire ARFF FACILITY provides the required FAA training for Title 14, Code of Federal Regulations (CFR), Part 139 (14 CFR Part 139) Airports (i.e., airports serving scheduled air carrier operations) in the State of New Hampshire and the New England region.

WHERAS, NHDOT is authorized to accept funds from the FAA for the construction and maintenance of air navigation facilities, pursuant to RSA 422:14.

WHEREAS, the State of New Hampshire, by and through the PDA, owns a 14 CFR Part 139 airport, and is along with the NHDOT, eligible to apply for and receive federal grants from the FAA.

NOW THEREFORE, NHDOT, NHDOS and the PDA agree as follows:

1. NHDOT, NHDOS and PDA will signed a co-sponsorship agreement, as required by the FAA.
2. NHDOT will sign the federal grant application and grant offer for FAA AIP funds to make necessary improvements to the ARFF FACILITY.
3. NHDOT will accept and expend FAA funds for the ARFF FACILITY in accordance with RSA 422:15.
4. NHDOT will expend the 10% matching share to the FAA grant(s).

5. NHDOS will provide all funding to conduct the annual operations and maintenance costs for the ARFF FACILITY. PDA will not be responsible to provide matching funds, nor for FAA compliance requirements of the ARFF FACILITY. PDA will not participate in any decisions to maintain and operate the ARFF FACILITY. The Parties agree that PDA will not be responsible for the actions or omissions of NHDOT and NHDOS with respect to the FAA grant and the obligations which arise in connection with the administration of the grant.

6. NHDOS will operate and maintain the ARFF FACILITY in accordance to **all** FAA grant conditions *and assurances, as defined by the grant offer.*

7. *NHDOT will monitor and provide guidance to NHDOS in the operation and management, as it relates to FAA rules, regulations and grant conditions and assurances of the ARFF FACILITY.*

8. *NHDOS will maintain a separate account, through the current state accounting system using activity codes or similar identification codes that demonstrate that it is being tracked separately for the operational, maintenance, and capital revenues and expenses associated with the ARFF FACILITY and make that information available to FAA, PDA and NHDOT upon request.*

9. *NHDOS will strive to achieve financial self-sufficiency for the ARFF FACILITY to the extent practicable. All revenue generated by training conducted at the ARFF FACILITY will remain for use by the ARFF FACILITY. NHDOT will work with(s) NHDOS to develop a strategy to strive towards financial self-sufficiency.*

10. *NHDOS will primarily train at the ARFF FACILITY, those firefighters that are associated with airport fire departments subject to training requirements found in 14 CFR Part 139, as well as those mutual aid fire* companies that have a direct aircraft firefighting function as outlined in the associated airport emergency plans.

11. The NHDOT, NHDOS, and PDA will communicate on a regular basis via telephone, e-mail, or written documents on the progress and status of the grant(s) taken for the benefit of the ARFF FACILITY.

12. All acceptance of FAA grant funding is subject to Governor and Council (G&C) approval.

13. This agreement will be subject to G&C approval if NHDOT expenditures are over the spending thresholds.

This agreement will be in effect for the duration of time that FAA funds the necessary capital infrastructure improvements for the ARFF FACILITY, in addition to, per FAA rules, regulations and grant assurances, additional time required beyond the acceptance of the FAA development and/or planning grant to maintain an open and operational ARFF FACILITY. Standard time frame is 20 years from the last FAA development grant but could vary depending on the project being funded. IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the date indicated.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____ Date: 7/11/16

Patrick C. Herlihy, Director of Aeronautics, Rail and Transit, New Hampshire Department of Transportation

PEASE DEVELOPMENT AUTHORITY

By: _____ Date: 7/11/16

David Mullen, Executive Director, Pease Development Authority

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: _____ Date: 7/12/16

~~Deborah Pendergast, Director, Division of Fire Standards and Training and Emergency Medical Services~~

Steven R. Lavoie, Director, Division of Administration

Approved by the ATTORNEY GENERAL this 12 day of July, 2016

Assistant Attorney General: _____

Typed/Printed Name: Matthew Broadhead

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes Farley White Pease LLC to construct a second storage shed on the premises located at 100 Arboretum Drive; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering dated August 4, 2023, attached hereto.

N:/RESOLVES/2023/Farley White Second Storage Shed (08-17-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Michael R. Mates, P.E., Director of Engineering MRM

Date: August 4, 2023

Subject: Proposed Shed at 100 Arboretum Drive

Farley White Pease LLC, PDA's tenant at 100 Arboretum Drive, is requesting approval to construct a storage shed on the premises. This shed measures 12 feet wide by 20 feet deep and will be located in the northeast corner of the northern parking lot adjacent to an existing shed.

Attached is a picture of the existing shed which mimics the proposed shed and a drawing depicting where the new shed will be located on the property. PDA staff members have assessed the proposal and performed a site visit to understand what, if any impacts there would be to existing site features. After review, staff have confirmed that the construction will be within the building area setback and outside of the adjacent wetland buffer. In addition, the shed will be installed over existing asphalt so no additional impervious coverage will be added and therefore stormwater treatment is not required.

At this month's board meeting, please ask the Board to approve the request by Farley White Pease LLC to construct the proposed shed at 100 Arboretum Drive.

N:\\ENGINEER\Board Memos\2023\100 Arboretum Shed.docx

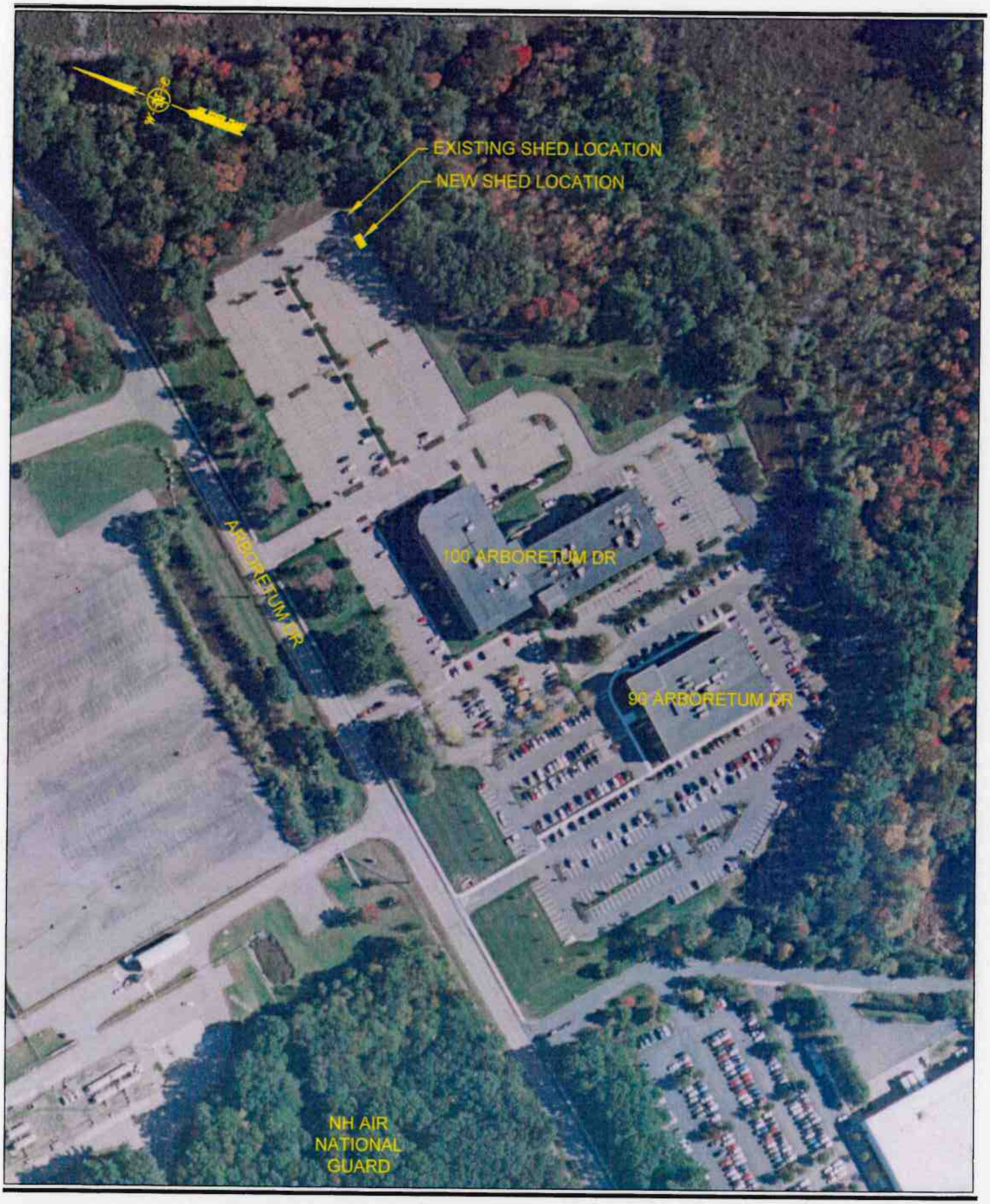


Exhibit Depicting New Shed at 100 Arboretum Drive DESIGNED BY: MRM DATE: 8/4/23 SCALE: 1"=200'±

PEASE DEVELOPMENT AUTHORITY 55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

n:\engineer\cad files\100 arboretum shed

Exhibit Depicting Existing Shed at 100 Arboretum Dr DESIGNED BY: MRM DATE: 8/4/23 SCALE: 1"=200'±

PEASE DEVELOPMENT AUTHORITY 55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

n:\engineer\cad files\100 arboretum shed

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Levesque:

The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to negotiate and enter into contracts with two entities, Fennick McCredie Architecture and Harriman, for the provision of on-call Architectural Consulting Services to the PDA, for a period of three (3) years with one (1) additional two (2) year option period exercisable at the Executive Director's discretion; all in accordance of the memorandum of Michael R. Mates, P.E., Director of Engineering, dated August 1, 2023, attached hereto.

N:\RESOLVES\2023\On-call Architectural Consulting Services (8-17-23).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director

From: Michael R. Mates, P.E., Director of Engineering MRM

Date: August 1, 2023

Subject: Consultant Selection – Architectural Services

A number of projects in PDA's capital improvement plan require the services of architects and building designers. These potential projects include an expansion of Grill 28, a snow removal equipment ("SRE") building, and upgrades to the air traffic control tower. While none of these projects have received Board approval, they have been identified because the current facilities are not fully meeting the needs of the users. If at some point, PDA wishes to proceed with assessing these facilities and possibly upgrading them, it should have an architectural consultant available to conduct the work. To this end, the engineering department advertised a request for qualifications ("RFQ") to provide architectural consulting services for the cited projects and also for on-call services that may arise from time to time.

Seven firms responded to the RFQ. The submissions were reviewed by an evaluation committee consisting of engineering department staff members Michael Rogerson, Maria Stowell and me. Each submission was ranked using an evaluation matrix. From this ranking, three firms were selected to be interviewed. As a result of this process, the evaluation team recommends entering into contracts with two firms: Fennick McCredie Architecture ("FM") and Harriman.[1]

Harriman impressed staff with its portfolio of projects and its full-service, integrated team of professionals. We believe Harriman is best suited for any SRE, air traffic control tower, or golf course clubhouse projects. Board approvals for these various projects would be sought at appropriate times.

In addition to awarding project specific tasks, it has been the department's practice to retain consultants on an on-call basis to assist with other tasks that arise from time to time. For an architectural consultant, this may involve building code questions, roofing projects, facility assessments, and the like. FM has been involved in airport terminal projects at Portsmouth International Airport since 2005, including the recent screening/holdroom expansion and arrivals

[1] The selection process employed conforms to state and federal regulations and PDA policy, which require a qualification based selection for professional services. Prices for services are considered only after the selection of the most qualified firms.

hall projects. Having both Harriman and FM retained as on-call consultants would provide PDA the ability to address a wide variety of projects as needs arise.

At this time, we ask that you seek Board approval to enter into three-year contracts with Fennick McCredie Architecture and Harriman to provide on-call architectural consulting services with options to extend up to two additional years.

N:\ENGINEER\Board Memos\2023\Architectural consulting services2.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Fournier:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Wildcat Sports Properties, LLC for athletic department sponsorship opportunities at the University of New Hampshire, from August 31, 2023 through June 30, 2024, for a sponsorship fee of $35,000.00, in order to promote activities at Portsmouth International Airport at Pease; all in accordance with the memorandum from Chasen Congreves, Director of Operations, dated August 2, 2023, attached hereto.

N:\RESOLVES\2023\UNH - Wildcat Sponsorship Fee FY24 (8-17-23).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director

From: Chasen Congreves, Director of Operations

Date: 8/2/2023

Re: University of NH Sponsorship Marketing Agreement

The Pease Development Authority ("PDA") budgets $100,000 annually for air service development. Over the past several years, Portsmouth International Airport at Pease ("PSM") has forged a marketing collaboration with the University of New Hampshire ("UNH") through its Athletic Department. PSM would like to enter into a formal marketing agreement in FY24 allowing distinct advertising of PSM's air services at UNH athletic events.

Airport demographics has identified UNH (alumni, faculty and student body) as a potential customer base for Allegiant Airlines and PSM. Last year's sponsorship program resulted in substantial awareness of travel opportunities out of PSM via Allegiant, with over 730 QR code scans during events, extensive social media presence from UNH Athletics, 332,378 impressions, 462 opt-ins for more information on flying Allegiant out of PSM, 624 Sponsor Opt-ins, and 3,123 entries into the prize giveaway. These metrics exceeded expectations set forth by PDA and UNH. Attached is an in-depth recap of the FY23 sponsorship detailing the success of this partnership.

As a result, PDA proposes it enter into a sponsorship agreement with UNH and its Athletic Department, through Wildcat Sports Properties, LLC, to market PDA/PSM. By entering into a sponsorship agreement, PDA would enhance public awareness of PSM and PDA facilities at specific athletic events at UNH from August 31, 2023, through June 30, 2024. UNH has requested $35,000 for this year's sponsorship agreement, an increase of $4,500 from last year, which includes the addition of UNH Football sponsorship opportunities that PDA and Allegiant did not participate in previous years. Given the growth of the UNH Football program, we believe this will lead to significant additional exposure.

At the August 18, 2023, Board of Directors meeting, please request Board authorization to enter into a Marketing and Sponsorship Agreement with Wildcat Sports Properties, LLC, in the amount of $35,000.

UNH & Pease International Airport Partnership Recap 2022/23

LEARFIELD

PEASE INTERNATIONAL

LEARFIELD

Total Attendance: 53,761

Average Attendance: 10,752

Total Attendance: 76,767

Average Attendance: 4,516

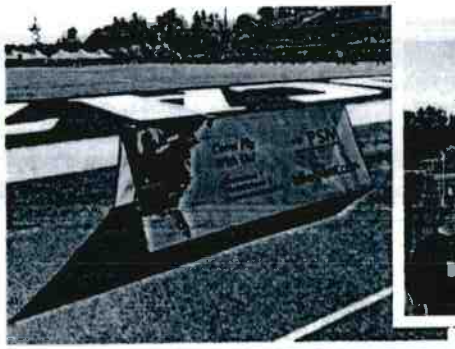
Total Attendance: 9,800

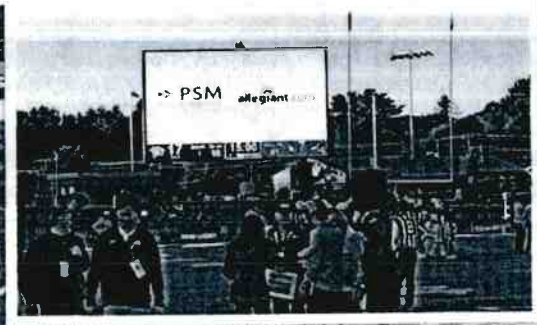
Average Attendance: 655

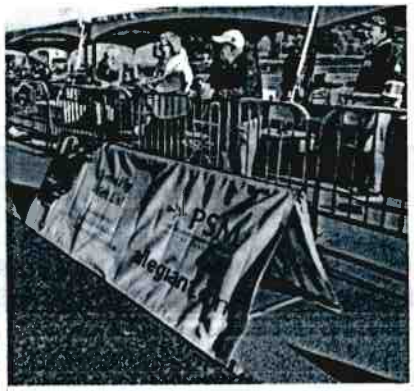
FOOTBALL

LEARFIELD

PEASE
INTERNATIONAL







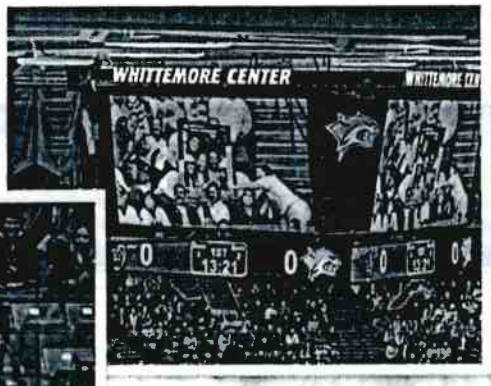
LEARFIELD

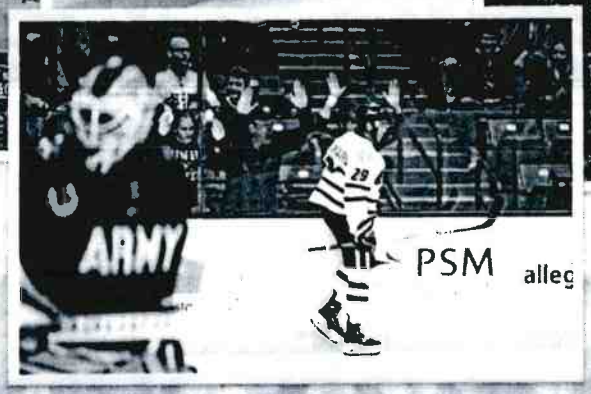
PEASE
INTERNATIONAL

HOCKEY

LEARFIELD

PEASE
INTERNATIONAL





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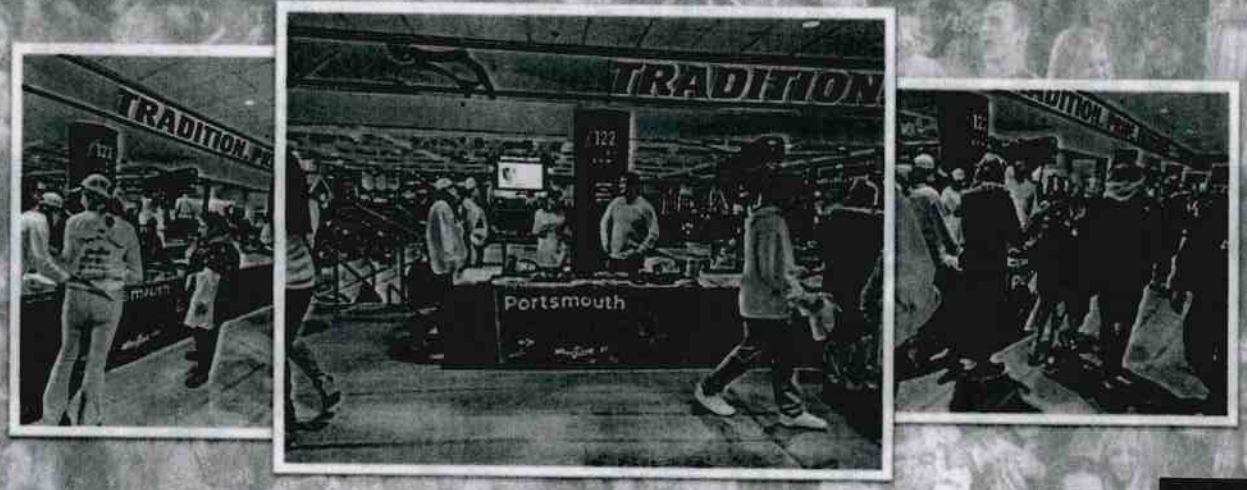
PEASE INTERNATIONAL



LEARFIELD

PEASE
INTERNATIONAL

SOCIAL MEDIA

LEARFIELD

PEASE INTERNATIONAL

SOCIAL ENGAGEMENT CAMPAIGN

TIME FLIES SWEEPSTAKES 2022/23

Concept:

Encourage UNH fans, students and more to enter to win via a landing page for a prize from PEASE International Airport.

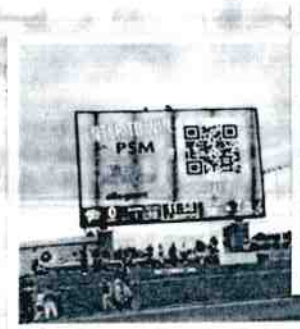
Prize:

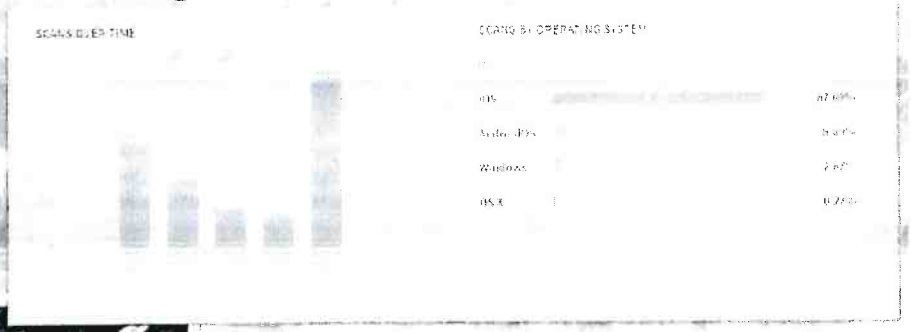
- Two (2) $250 Flight Vouchers (Allegiant)
- 3 Semi Finalists randomly selected to receive tickets for 3/2 Men's Hockey game, on ice drawing selected our winner!

LEARFIELD

SOCIAL ENGAGEMENT CAMPAIGN (continued)

IN-GAME QR CODE





Performance Metrics

- Shown at every home football and hockey game in 2022/23
- **QR Code Scans: 731**

LEARFIELD

SOCIAL ENGAGEMENT CAMPAIGN (continued)

TIME FLIES SWEEPSTAKES 2022/23

LEARFIELD

PEASE INTERNATIONAL

Final Campaign Metrics

- 332,378 Total Impressions
- 70,851 Reach
- 14,496 Engagements
- 4.36% Engagement Rate by Impressions (ERI)

- 4,568 Link Clicks
- 7,025 Page Visits
- **3,123 Entries**
- 44.46% Conversion Rate
- **624 Sponsor Opt-Ins**
- 19.9% Sponsor Opt-In Rate

WILDCAT FOOTBALL ON THE ROAD

FAN 365

LEARFIELD

PEASE INTERNATIONAL

FAN365

Fan365 is our game-changing platform designed to maximize reach to fans 365 days a year. Target our proprietary audience, Fanbase, powered by Learfield, to reach Wildcat fans across the thousands of websites they visit every day.

"Time Flies"

- Targeted our proprietary audience, Fanbase, powered by Learfield
- Delivered co-branded ads to fans with university logo and Pease
- Linked through to landing page allowing fans to enter-to-win.

LEARFIELD

FAN365

TIME FLIES SWEEPSTAKES

PRESENTED BY PSM allegiant

Performance Metrics

- Impressions: 1,050,002
- Clicks: 1,017
- CTR: 0.10%


THANK YOU!
LEARFIELD
PEASE
INTERNATIONAL

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Conard:

The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to expend unmatched marketing funds, not to exceed $30,000, for the purpose of promoting Allegiant Airline's air passenger service to and from Portsmouth International Airport at Pease; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated August 1, 2023, attached hereto.

N:\RESOLVES\2023\Allegiant - Marketing 8-17-23.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Chasen Congreves, Director of Operations CC

Date: 8/1/2023

Re: Allegiant Air Service Marketing

Historically, the Pease Development Authority ("PDA") and Allegiant have entered into co-marketing agreements to promote Allegiant's air service at Portsmouth International Airport at Pease ("PSM"). Additionally in an effort to gain further traction in developing air service to and from PSM, PDA has elected to market the airport and air service using its own marketing funds.

The co-marketing program was established at the onset of Allegiant's introductory seasonal service in fall 2012. A 50/50 cost sharing collaborative between PDA and Allegiant was established to provide "skin in the game" from the airline as a safeguard for airport marketing funds. Since 2012, Allegiant service at PSM has matured from seasonal service to year round routes serving Sanford, FL ("SFB") and Punta Gorda, FL ("PGD "). Allegiant has also returned seasonal service routes to Nashville, TN ("BNA"), and Clearwater, FL ("PIE").

In connection with the returned service announcements, Allegiant has asked PDA to allocate $30,000 of its own funds towards marketing Allegiant's routes. The marketing campaign would be managed by Allegiant with financial support from PSM. The basis for the request is that Allegiant would like to promote the service with price point advertisements, something which PDA cannot do as PDA cannot not refer to specific air fare rates and the availability of such rates. Allegiant has greater buying power as they purchase advertising at a national level, receiving significantly less expensive advertising rates than PDA could obtain. The ads which Allegiant will release will promote both new routes and will correspondingly promote PSM. As such, Allegiant has requested $30,000 to support air service at PSM. PDA currently budgets $200,000 for general marketing funds, $175,000 of which are specifically for air service route development.

At the August 17, 2023, meeting of the Board of Directors, please request authorization to use unmatched marketing funds in an amount not to exceed $30,000 for the purpose of promoting Allegiant air service to and from PSM.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Ferrini:

The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to finalize and enter into a Concession Agreement with Vogel Vending, Inc., for the provision and operation of two ATM machines on PDA property; all substantially in accordance with the memorandum from Chasen Congreves, Director of Operations, dated August 4, 2023, and the terms of the draft Concession Agreement, both attached hereto.

N:\RESOLVES\2023\Vogel Vending - ATM Amd (8-17-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Chasen Congreves, Director of Operations CCC

Date: 8/4/2023

Re: Vogel Vending, Inc. - ATM Concession Agreement

The Pease Development Authority ("PDA") is a party to a Concession Agreement with Vogel Vending, Inc. for the provision of two ATM vending machines, one located within the Pease Golf Course and another at the Airport Terminal. The Concession Agreement provides an important service to PDA customers at both the airport and golf course, while providing a modest financial return to the PDA.

The current Concession Agreement expires on August 31, 2023. In 2021, the PDA issued a request for proposals for ATM services to gauge whether there was interest from other entities in providing this service. Unfortunately, the PDA did not receive any responses at that time. Vogel Vending, Inc. has provided a reliable service to PDA customers and advised that they are willing extend this agreement for an additional one year, with two one-year options to extend.

At the August 17, 2023, Board of Directors meeting, please request authorization from the Board to enter into a Concession Agreement with Vogel Vending, Inc. regarding the provision of two ATM machines for a term of one-year commencing on September 1, 2023, with two one-year options to extend at the discretion of the Executive Director, all otherwise on the same terms and conditions as the existing agreement.

PEASE
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DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes contracting with Jacobs Engineering Group, Inc. and GM2 Associates Inc., in an amount not to exceed $17,515.00, to provide wetland permitting assistance associated with fence repairs at Portsmouth International Airport at Pease; all in accordance with the memorandum from Michael R. Mates, PE, Director of Engineering, dated August 7, 2023, attached hereto.

N:\RESOLVES\2023\Jacobs Eng - Fencing at PSM - Wetlands Permitting (8-17-23).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Michael R. Mates, P.E., Director of Engineering MRM

Date: August 7, 2023

Subject: Wetland Permitting for PSM Fence Repairs

Airport operations has identified three sections of the Portsmouth International Airport at Pease (PSM) perimeter fence that are in need of repair. There is a total of approximately 450 linear feet of fence that needs repair and two of the sections require site work to reset culverts which convey stormwater from the airfield onto the golf course. Each of the three sections are located in/and or adjacent jurisdictional wetlands which trigger the need for a NHDES Standard Dredge and Fill Wetland Permit to perform the work.

PDA has contacted its on call airport engineer, Jacobs Engineering Group, Inc. (JEG), and requested a proposal from its team member GM2 Associates, Inc. (GM2) who specializes in wetland delineation and permitting. JEG/GM2 has provided the attached proposal to delineate the wetlands in the vicinity of the repairs and prepare a formal application for submission to NHDES. The cost for this work is $17,515 which includes data collection, permitting, and project administration.

At this month's board meeting, please ask the Board to approve an expenditure of $17,515 for JEG/GM2 to provide wetland permitting assistance associated with fence repairs at PSM.

Exhibit A - Attachment 1
Scope of Work

Perimeter Fence Repair & Culvert Replacement Permitting

for

THE PEASE DEVELOPMENT AUTHORITY
PORTSMOUTH INTERNATIONAL AIRPORT

I. GENERAL

The Pease Development Authority (the Owner) desires to undertake a project to repair several sections of the airport perimeter fence and repair or replace drainage culverts at the Portsmouth International Airport. The work is anticipated to take place in previously delineated wetland areas.

For the proposed project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project in accordance with the Master Services Agreement dated 6/9/2021.

II. ARTICLE A – DATA COLLECTION

A. WETLAND DELINEATION

Wetlands will be delineated in accordance with the attached scope of work from GM2 Associates Inc. (GM2). The subconsultant will provide a summary memo to document the wetland delineation.

III. ARTICLE B - PERMITTING

A. ENDANGERED SPECIES COORDINATION

The NH Natural Heritage Bureau's DataCheck tool and the US Fish and Wildlife Service's IPaC website will be used to obtain information on threatened and endangered species within the project area. The USFWS IPaC Rangewide Determination Key will be used to complete NLEB consultation. If the Natural Heritage Bureau (NHB) DataCheck identifies potential impacts to state-listed animal species, GM2 will complete the required consultation with the NH Fish and Game Department. It is assumed that wildlife surveys will not be required.

B. NHDES WETLANDS PERMIT

The Engineer will coordinate the preparation of the permitting documents for filing with the NHDES Wetlands Bureau. It is anticipated that a Major Impact permit will be required based on the cumulative wetland impacts on the property. GM2 will perform the following tasks associated with the wetland permitting:

- Assemble and distribute the required abutter notifications.
- Calculate the ARM fund payment (to be paid by the Owner, if required).
- Submit draft permit application for the Owner's review and address comments

prior to submission.

- Respond to any Request for More Information (RFMI) issued by NHDES.
- Coordinate with the US Army Corps of Engineers and submit the required information with the NHDES Wetlands Permit application. An ACOE General Permit is assumed for this project.
- Prepare and submit a Request for Project Review (RPR) to the NH Division of Historical Resources (DHR). It is assumed that a detailed survey will not be required.

IV. ARTICLE C – PROJECT ADMINISTRATION

The Engineer shall complete additional tasks associated with overseeing the overall execution of the project. The specific items of work shall include:

A. The Engineer shall obtain and review subconsultant proposals for the wetland delineation and permitting services.

B. The Engineer shall coordinate all field work, data collection, and project deliverables.

C. The Engineer shall prepare invoices as required for the duration of this project. Two (2) invoices assumed.

D. The Engineer shall prepare the project scope and fee.

E. Execute subconsulting agreement.

F. Process subconsultant invoices.

G. Review the subconsultant's report and respond to the Owner's questions.

H. The Engineer shall perform quality review of all documents prior to distribution.

COST: This work will be billed at the hourly rates agreed upon in the Master Services Agreement on a cost-plus fixed fee basis. The cost of this work shall not exceed **$17,515.00**.

AUTHORIZATION TO PROCEED

Accepted by: _____, Date: _____
Pease Development Authority

ATTACHMENTS: GM2 Associates Inc. – July 28, 2023 Proposal
Project Area Map provided by Owner

July 28, 2023

Mr. John Pelletier, P.E.
Project Manager
Jacobs Engineering Group, Inc.
2 Executive Park Drive, Suite 205
Bedford, NH 03110

Subject: Proposal for Wetland Permitting Services
Pease Development Authority
Airport Perimeter Fence Repair

Dear Mr. Pelletier:

GM2 Associates, Inc. (GM2) is pleased to submit this proposal to provide wetland permitting services for Pease Development Authority (PDA). It is our understanding that the project involves the repair of a section of perimeter fence as well as the repair or replacement of drainage culverts. The following outlines GM2's proposed tasks.

Task 1 – Wetland Delineation

GM2 will field delineate wetlands on each side of the airport perimeter fence, as shown on the attached map. The wetland delineation will be conducted by a Certified Wetland Scientist (CWS) in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Individually-labeled flags will be placed in the field to designate the wetland boundaries. GM2 will locate the wetland flags with a Trimble Geo 7x GPS unit.

Federal wetland classifications will be assigned in accordance with "Classification of Wetlands and Deepwater Habitats of the United States" (Federal Geographic Data Committee, 2013). U.S. Army Corps of Engineers (ACOE) wetland delineation data forms will be completed for each wetland community delineated and representative photographs of the study area will be taken. Wetland functions will be assessed in accordance with the ACOE New England District Highway Methodology Workbook Supplement (1999) and NHDES Wetlands Functional Assessment worksheets will be completed.

Task 2 – Endangered Species Coordination

The NH Natural Heritage Bureau's DataCheck tool and the US Fish and Wildlife Service's IPaC website will be used to obtain information on threatened and endangered species within the project area. The USFWS IPaC Rangewide Determination Key will be used to complete NLEB consultation.

If the Natural Heritage Bureau (NHB) DataCheck identifies potential impacts to state-listed animal species, GM2 will complete the required consultation with the NH Fish and Game Department. It is assumed that wildlife surveys will not be required.

Task 3 – NHDES Wetlands Permit

GM2 will prepare permitting documents for filing with the NHDES Wetlands Bureau, in accordance with the Wetlands Rules, effective December 15, 2019. A Major Impact permit is assumed based on cumulative wetland impacts on the property. GM2 will assemble the list of abutting property owners and mail the

required notifications. If it is determined that wetland mitigation is required, an ARM fund payment is assumed. GM2 will calculate the required ARM fund payment amount but it is assumed this would be paid by PDA.

GM2 will submit a draft permit application package to PDA for review and will revise the package in response to comments prior to submitting a final package. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare a response.

GM2 will coordinate with the US Army Corps of Engineers and submit the required information with the NHDES Wetlands Permit application. It is assumed that the project will qualify for coverage under an ACOE General Permit and an Individual Permit application will not be required.

Consultation with the NH Division of Historical Resources (DHR) is required under the USACE General Permit. GM2 will prepare a Request for Project Review (RPR) and submit it to DHR. It is assumed that the project will not impact archaeological or historic resources and detailed surveys will not be required.

Assumptions:

- The project will not require any tree clearing (3-inch diameter or larger), so no impacts to threatened or endangered bat species are anticipated.
- The project is not federally funded and review under NEPA will not be required.
- Archaeological and historic resource surveys will not be required.
- The permit application fee will be paid by PDA.
- The proposed work is a permitted use under PDA's Zoning Requirements (Sections 304-A.07(7) and 304-A.07(11).
- PDA will provide base plans of the project area in PDF or AutoCAD format for use in preparing wetland impact plans.

Lump Sum Fee: $15,500

Please contact me at jriordan@gm2inc.com or 603-856-7854 if you have any questions or comments.

Sincerely,

Jennifer Riordan

Jennifer Riordan
Senior Environmental Scientist
GM2 Associates, Inc.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Lamson:

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

1. Airfield Maintenance Keystone Flatliner FL 36 Purchase * **(Levesque)**

2. Stanley Elevator Amendment for Elevator Maintenance Services * **(Parker)**

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

N:\RESOLVES\2023\Consent Agenda (with waivers) 8-17-2023.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Levesque:

The Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Executive Director to enter into an agreement with Keystone Engineering to purchase a Keystone Flatliner FL 36, for use at Portsmouth International Airport at Pease ("PSM"), in an amount not to exceed $50,245.89; all in accordance with the memorandum of Ken Conley, Maintenance Manager, dated July 24, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as three (3) quotes were obtained and the PDA seeks to obtain the product best suited for runway paint removal at PSM.

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

N:\RESOLVES\2023\Airport - Keystone Flatliner FL 36 (8-17-23).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director

From: Ken Conley, Maintenance Manager

Date: July 24, 2023

Subject: Airfield Maintenance Keystone Flatliner FL 36 Purchase

Portsmouth International Airport ("PSM") is required to maintain airfield markings and signage in compliance with FAA Part 139 Airport Certification. The Pease Development Authority ("PDA") Maintenance Department is responsible for carrying out the airfield marking program and successfully conducts this work with certified in-house employees and specialized equipment. Recently, the FAA has identified that airports should be removing old layers of paint prior to repainting. The intent is to eradicate thick layers of paint, resulting in crisper and brighter markings for pilot navigation and an overall reduction of Foreign Object Debris ("F.O.D.") on the airfield. Additionally, asphalt at PSM is impacted by "pavement shoving," The large concrete ramp areas expand and contract causing pressure to build against the softer asphalt creating bumps or lips, constant removal of this is needed to keep in compliance with FAA Part 139 Airport Certification.

In order to remove paint and preserve asphalt, only two methods of eradication are allowed by FAA, high pressure waterblasting and mechanical grinding. High pressure waterblasting requires costly capital investment in complex equipment and ongoing significant operating expenses. Additionally, waterblasting can be detrimental to bituminous asphalt, which is the type of pavement used on PSM's taxiways and runway. As such, PDA Maintenance does not believe waterblasting is appropriate for PSM.

PDA Maintenance has trialed several different types of mechanical grinders and believes the "Flatliner FL 36" from Keystone Engineering is the best option for the airport. Mechanical grinders remove paint by utilizing rotating carbide teeth of many variations to physically remove surface materials. The Flatliner FL 36 uses a chisel type cutter or tooth that cleanly mills the top layer of material without deteriorating the sublayer, effectively shaving off the top layer at a very precise depth. It is the only chisel type drum system capable of removing material without fracturing the subsurface. Cone type teeth tear at the surface agitating off the lose particles and damaging the subsurface resulting in accelerated deterioration, though in the highway construction setting they do excel at heavy lip and hump removal. As such, the Keystone Flatliner FL 36 will be able to mill the uneven surfaces caused by asphalt shoving while providing a suitable surface that of a dedicated paint eradicator for long term paint adhesion where required.

Attached you will find three quotes of mechanical grinders. Although not the lowest price, I am requesting approval at the August 17, 2023, PDA Board of Directors meeting to purchase the Keystone Flatliner FL 36 from Keystone Engineering at a cost of $50,245.89. As set forth above, this is the only product that removes paint while protecting the sublayer of asphalt and addressing the uneven surfaces unique to PSM's ongoing asphalt shoving.

KEYSTONE ENGINEERING

Letter of Agreement

TO: KC Conley- PEASE Airport
PHONE: 603-234-5307
EMAIL: k.conley@peasedev.org

DATE: July 10, 2023
FOR: Flatliner Attachment

Quantity	Description of Equipment		
1	Flatliner FL36- Carbide bit- Side Wheels	$48,900.00	$48,900.00
1	Freight- One way		$1,345.89
		Total Amount Due	$50,245.89

We propose hereby to furnish material and labor in accordance with above specifications for the sum of **$50,245.89.** Production will begin on the first available production date after receipt of signed proposal. **PEASE Airport** will accept delivery of completed attachment with one week's notice by Keystone Engineering.

Payment is to be made as follows:

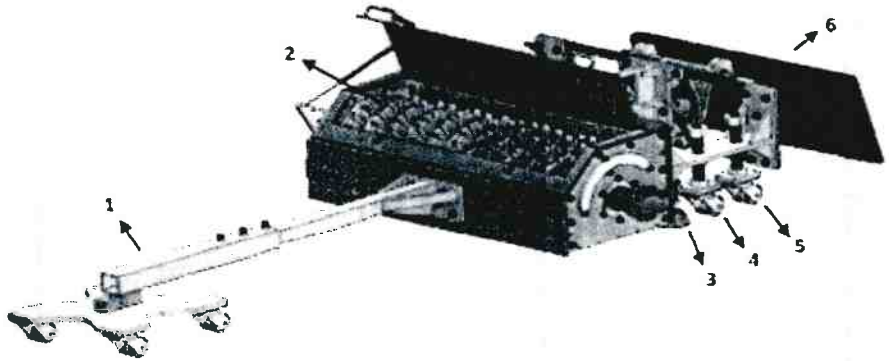
Production Deposit	**$ 00.00**
Due in 30 days from delivery	**$ 50,245.89**
TOTAL	**$ 50,245.89**

Acceptance-Above prices, specifications and conditions are satisfactory and are hereby accepted.

Authorized Signature: _____ Signature Date: ___/___/_____

PEASE AIRPORT

9786 E. Co. Rd. 200 N., Avon, IN 46123
317.271.6192 ph 317.271.6299 fax
www.keystonecutter.com

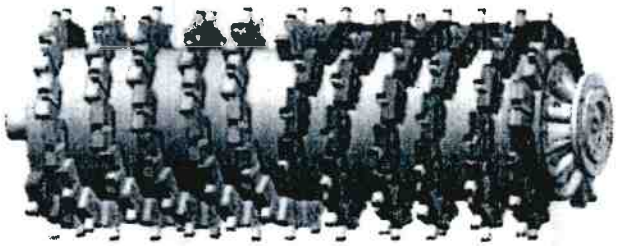


FL MODEL ILLUSTRATION

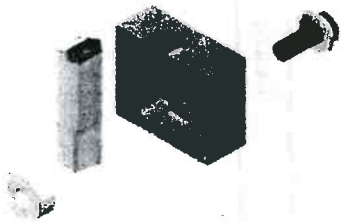
Adjustable Averaging Ski	1
Flat Tooth Drum System	2
Sweeper Brush	3
Safety Caster	4
Rear Depth Setting Caster	5
Floating Mounting Plate	6

FL MODEL SPECIFICATIONS

	FL24	FL36	FL48
Grinding Width	0-25"	0-37"	0-49"
Grinding Depth	0-1.5"	0-1.5"	0-1.5"
Number of Bits	72	106	140
Hydraulic Horsepower (HHP) Requirement	45	60	70
Operating Weight (lbs)	2600	3000	3400



Flat Tooth Drum System– Variable Width Design



Flat Tooth Quick-Change System

Flat Tooth Carbide/PCD Cutter

Full Round PCD Cutter

Twin PCD Cutter

Availability:
limited quantity available

LIMITED TIME FREE SHIPPING!

10% DISCOUNT APPLIED.
SALE ENDS JULY 31, 2023

~~$43,747.00~~ **$39,372.30**

Choose Model

Hoses and Couplers Included

- ○ 18" High Flow Severe Cold Planer ~~$43,747.00~~ **$39,372.30**
- ○ 24" High Flow Severe Cold Planer ~~$49,040.00~~ **$44,136.00**
- ○ 30" High Flow Severe Cold Planer ~~$55,866.00~~ **$50,279.40**
- ✓ 40" High Flow Severe Cold Planer ~~$63,996.00~~ **$57,596.40**
- ○ 48" High Flow Severe Cold Planer ~~$75,086.00~~ **$67,577.40**

Choose Control Type

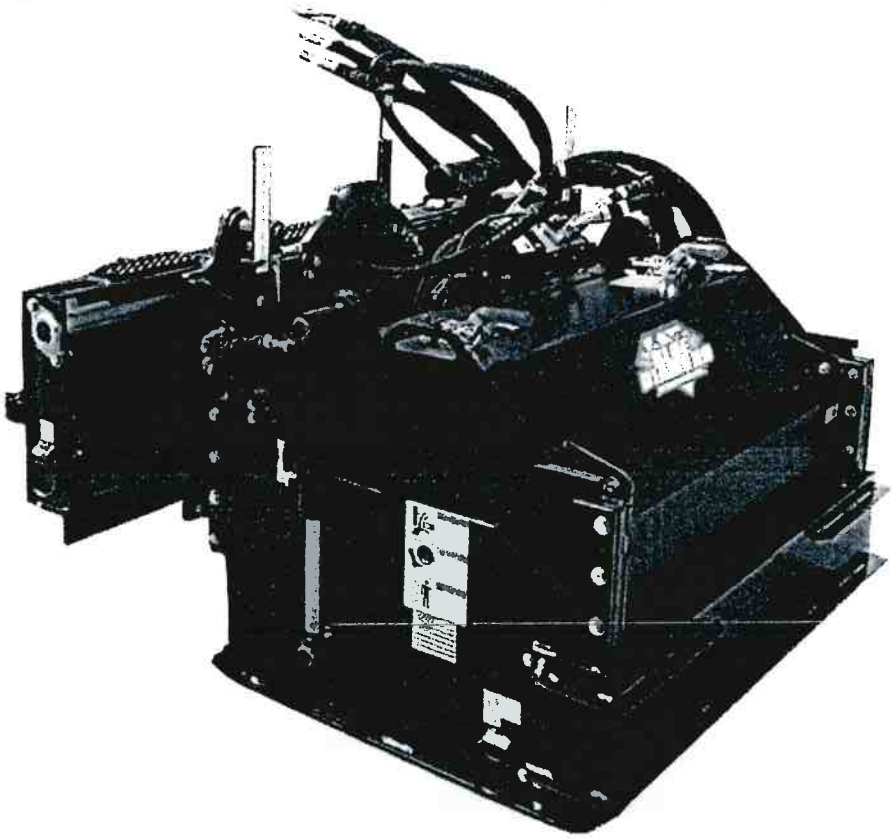
- ☐ Case 400, Sr, Sv & Later, Gehl, Jcb, Nh, Volvo, 3 Line, 1 Circuit ~~$1,067.00~~ **$960.30**
- ☐ Case Xt, 400 Sr & Later, 5 Line ~~$744.00~~ **$669.60**
- ☑ Bobcat, 700-800, 5 Line ~~$829.00~~ **$746.10**
- ☐ Bobcat, A, S, T, 3 Line High Flow ~~$3,196.00~~ **$2,876.40**
- ☐ Cat A, B, C Series, 5 Line ~~$829.00~~ **$746.10**
- ☐ Cat D Series, 3 Line ~~$1,057.00~~ **$951.30**
- ☐ Kubota, 3 Line ~~$854.00~~ **$768.60**
- ☐ Deere A, B, C Series ~~$833.00~~ **$749.70**
- ☐ Deere D Series, 3 Line ~~$833.00~~ **$749.70**

Options

- ☐ Water Kit For 24" Cold Planer ~~$2,964.00~~ **$2,667.60**
- ☐ Water Kit For 30" Cold Planer ~~$2,964.00~~ **$2,667.60**
- ☐ Water Kit For 40" Cold Planer ~~$2,964.00~~ **$2,667.60**

SALE PRICES & FREE SHIPPING (Lower 48 States Only) on select items. Ends JULY 31, 2023

COLD PLANER - SEVERE DUTY - HIGH FLOW | BLUE DIAMOND



Product ID:
BD-SD-HF-CPLNR

Order Summary

1 Item

1 x Skid Steer Cold Planer Series II | FFC — **$44,937.83**

Select Planer Size and Flow 36" | High Flow

Select Attachment Control Device 7-Pin (Bobcat)

Subtotal	**$44,937.83**
Shipping	**Free**
Sales Tax	**$0.00**

Wait! Do you have a sales tax-exemption?
Learn more.

Coupon/Gift Certificate

APPLY

Total (USD) **$44,937.83**

Search product or part #

Cold Planers

Free Shipping

Skid Steer Cold Planer Series II | FFC

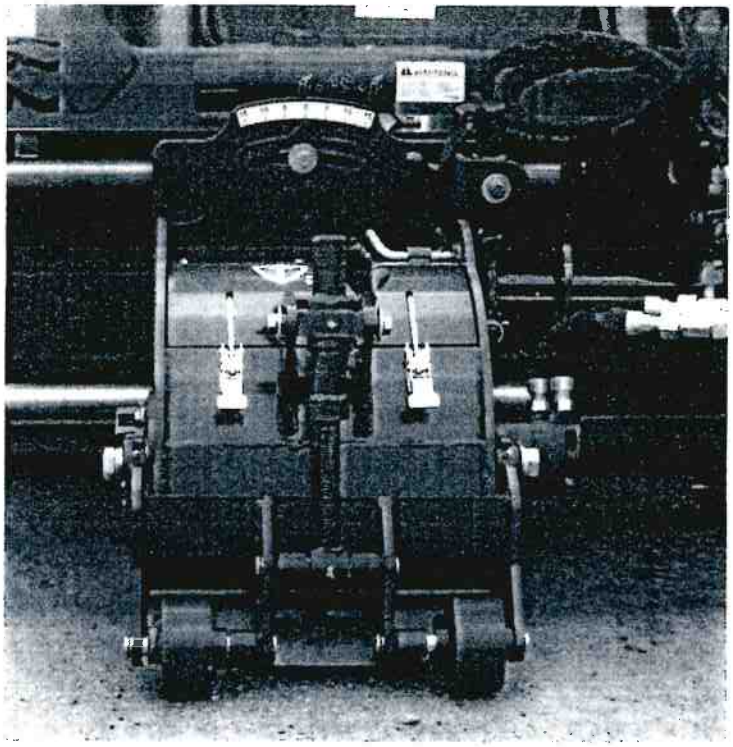
See more by FFC

3 Q&As

$44,937.83

$372/mo with CIT | Apply for Financing

SKU: FFC-LAF5436-0022



Watch Video

See Customer Photos

All videos

FINISH QUOTE

$44,937.83

$372/mo with CIT | Apply for Financing

Rewards

No rating available

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Executive Director to amend the PDA contract with Stanley Elevator for maintenance / service of the three elevators at Portsmouth International Airport at Pease ("PSM") for cost of $745.00 per month through July 1, 2027; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated August 9, 2023; attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as two quotes were received from qualified elevator service vendors, with the lower of the two quotes being selected.

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

N:\RESOLVES\2023\Airport - Elevator - Escalator Maintenance Service Amd (Otis Elevator Co.) (8-17-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul E. Brean, Executive Director PEB

From: Chasen Congreves, Director of Operations CGC

Date: 8/9/2023

Re: Stanley Elevator Amendment for Elevator Maintenance Services

---

The Pease Development Authority ("PDA") is party to a contract with Stanley Elevator to maintain and certify PDA elevators at the airport terminal and Air Traffic Control Tower ("ATCT"). The contract expires at the end of this month.

The PDA is also party to a contract with Otis Elevator ("Otis") for escalator maintenance and certifications at the airport. The contract expires on July 1, 2027. Otis also specializes in elevator maintenance and has indicated that they would be willing to service PDA elevators in addition to the escalator work it currently performs.

Both Stanley and Otis were approached to provide proposals to perform maintenance and certifications to PDA-owned elevators located at the airport terminal and ATCT through July 1, 2027. Stanley Elevator's proposal was at a cost of $745.00 per month, and Otis' proposal was at a cost of $829.00 per month. PDA staff recommends extending the existing contract with Stanley Elevator for elevator maintenance until July 1, 2027, at a cost of $745.00 per month. In 2027, the PDA anticipates a single RFP for both elevator and escalator maintenance.

At the August 17, 2023, Board of Directors meeting, please request authority from the Board to amend the PDA's current contract with Stanley Elevator to perform maintenance and certifications on 3 PDA elevators as described above through July 1, 2027.

PEASE DEVELOPMENT AUTHORITY
July 12, 2023

Time: 8:30 a.m.
Place: 55 International Drive

TRANSPORTATION MANAGEMENT COMMITTEE

AGENDA

I. Call to Order (Lamson)

II. Acceptance of Minutes: February 1,2022

III. Presentation

A. New Hampshire Avenue Right Turn Lane Alternatives Analysis*

IV. Public Comment

V. Next Meeting: Call of the Chair

VI. Adjournment

VII. Press Questions

* Materials Attached

N:\ENGINEER\Transportation\Transportation Agenda 06.12.23.docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Ferrini:

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

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

NOW, THEREFORE, following a duly noticed public hearing on August 17, 2023, the PDA does hereby resolve to amend its Zoning Regulations in effect at the Pease International Tradeport, by adopting the language of Part 303-B, Overlay Districts, as written and attached hereto, which by reference is incorporated into this motion.

Note: Roll Call vote required
5 Affirmative Votes Required.

N:\RESOLVES\2023\Land Use Control Amds. 8-17-23.docx

PART 303-B Overlay Districts

303-B.01 Relationship to Underlying Zoning Districts

Overlay districts apply special rules to manage land use in specific areas that may be portions of a single zoning district or that may overlap two or more zoning districts. The rules for overlay districts supplement the regulations contained in other sections of this Zoning Ordinance. Except as specifically provided otherwise in the regulations for an overlay district, all regulations of the underlying zoning district shall apply. Where there is a conflict between the regulations of an overlay district and those of the underlying district, the overlay district regulations shall control.

303-B.02 Establishment of Overlay Districts

(a) The following overlay districts are established:

(1) Pease Park and Ride Overlay District

303-B.03 Overlay District Locations

(a) The Pease Park and Ride Overlay District is identified on the Zoning Map.

303-B.04 Pease Park and Ride Overlay District

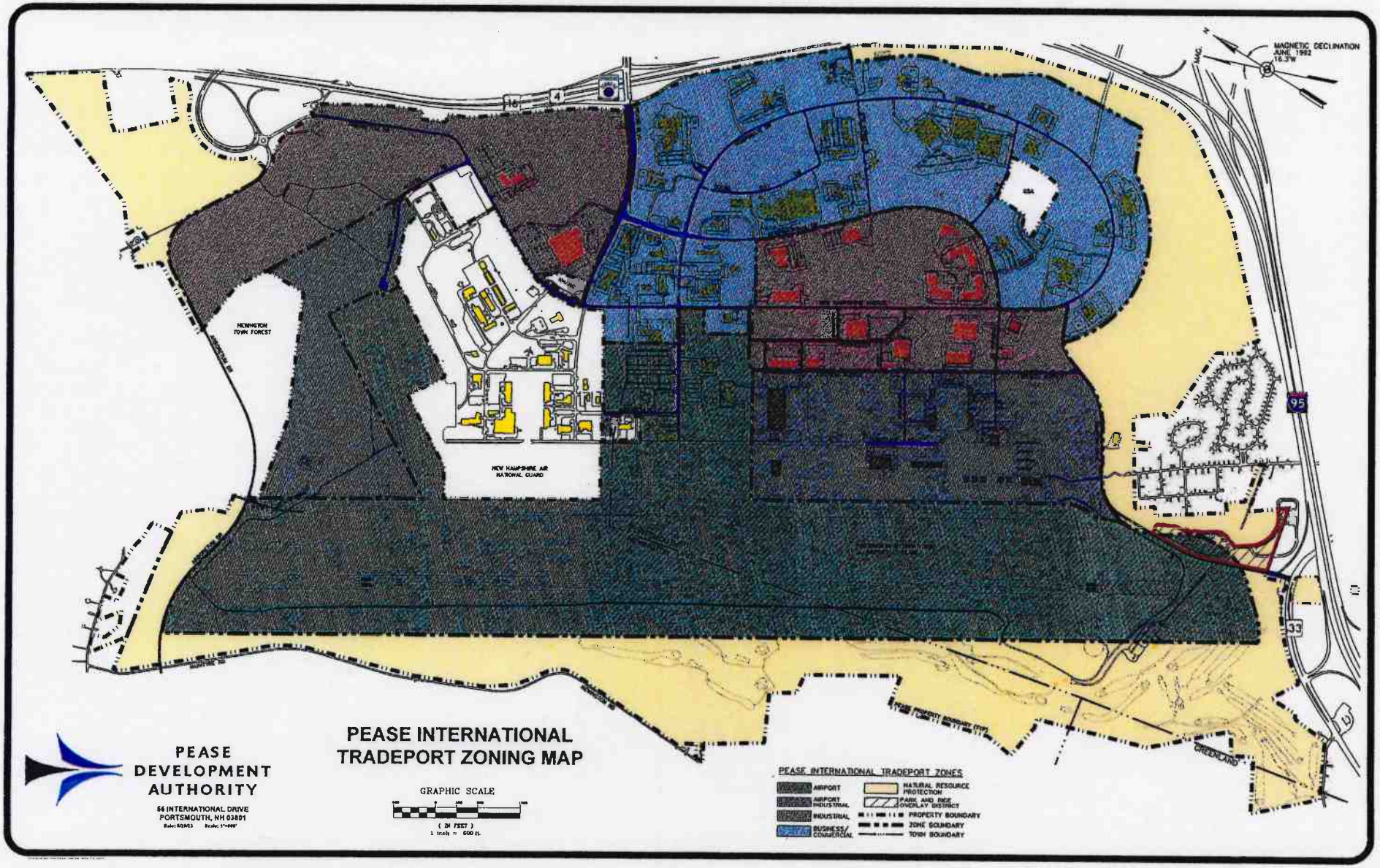
(a) Purpose. The purpose of the Pease Park and Ride Overlay District is to permit the use of land within the district for ground transportation and vehicular parking facilities.

(b) Permitted Uses.

(1) Ground transportation terminals, including bus terminals and commuter van, taxi, limousine, and valet services.

(2) Vehicular parking garages and lots.

(c) Restrictions. No structure shall be erected in the Pease Park and Ride Overlay District that interferes with the aerial approaches to the runway at the Portsmouth International Airport at Pease or that creates an airport hazard.



PEASE INTERNATIONAL TRADEPORT ZONING MAP

PEASE DEVELOPMENT AUTHORITY
55 INTERNATIONAL DRIVE
PORTSMOUTH, NH 03801

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

Date: August 7, 2023

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Re: Executive Summary- Financial Reports

In anticipation of the upcoming August 17, 2023 Pease Development Authority Board meeting, the following is an Executive Summary of the draft, un-audited financial results for the twelve months ended June 30, 2023:

Consolidated Results

Pease Development Authority - Consolidated			
($000's)	**YTD Actual**	**YTD Budget**	**Variance Fav (unfav)**
Operating Revenues	19,542	18,536	1,006
Operating Expenses	15,111	15,439	328
Operating Income	**4,431**	**3,097**	**1,334**
Depreciation	6,839	7,685	846
Non Oper. (Inc)/Exp	(108)	1	109
Net Operating Income (Loss)	**(2,301)**	**(4,589)**	**2,288**

FY23 consolidated operating revenues totaled $19.5 million, trending $1.0 million (5.4%) favorable to budget. Fuel flowage fees for PDA trended higher by $128,000 as fuel dispensed exceeded budget by 2.56 million gallons. Other significant favorable revenue line items included concession revenue ($113,000 favorable) and fuel sales ($149,000 favorable), both driven by higher sales volume. Golf fees are also higher than budget by $146,000 due to more rounds played. Facility rental income was higher than budget by 1.2% or $133,000.To a lesser extent, we experienced higher revenue for DPH parking, registration fees, wharfage and dockage fees and golf merchandise sales.

FY23 consolidated operating expenses totaled $15.1 million, trending favorably by $328,000 (2.1%). Overall wages and benefits were $286,000 under budget, but line items such as benefitted overtime and part-time wages were over budget-both partially driven by coverage needed for open full-time positions during the year and additional seasonal staffing hours. Building and facilities expenditures for FY23 were $23,000 over budget mainly due to higher expenses in environmental testing, equipment maintenance and snow and ice control.

Administrative expenses ended the year $27,000 favorable. However, credit card transaction fees trended over budget driven by higher volume as well as an adjustment to record a portion of FY22 fees. Telephone and communications expenses were also over budget by $31,000 due to unexpected expenses for internet upgrades within the Customs and Border Patrol no fee facility area. Electricity expenses exceeded budget by $216,000 (32.7%) as winter supply rates were significantly higher than anticipated. Fuel expenses were over budget by $55,000 (8.1%), mainly due to higher volume. Golf cart leasing also trended higher, as the budget did not include two additional lease payments. Golf merchandise costs also exceeded budget due to higher sales volume. Professional services trended lower for the year, as well as marketing expenses for air service.

Lastly under "non-operating income and expenses", our interest income for the year totaled $108,000 vs. budgeted amounts of $8,800 due to moving funds to a higher earning money-market account. Overall, FY23 ended favorably with positive cash margin of $4.4 million. Please note that some "non-cash" entries such as the GASB 87 lease entry, pension/OPEB adjustments and labor allocations from maintenance have not yet been recorded.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) *incl Security*			
($ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,597	2,300	297
Operating Expenses	3,705	3,555	(150)
Operating Income	**(1,108)**	**(1,255)**	**147**
Depreciation	4,465	5,201	736
Non Oper. (Inc)/Exp	(0)	0	0
Net Operating Income (Loss)	**(5,573)**	**(6,456)**	**883**

PSM revenues for FY23 are $297,000 (12.9%) higher than budget. Favorable line items include fuel flowage fees, concession fees and lease option revenue. Year-to-date expenses are $150,000 (4.2%) over budget. Significant cost overruns included full time wages which exceeded budgeted estimates by $71,000 for FY23. As you may recall, earlier this fiscal year the board approved market adjustments to employee wages for the majority of our full-time staff. Although these increases were budgeted, some of the higher wage adjustments were concentrated in airport staff wages, resulting in unfavorable wage variances. Electricity expenses were also a major contributing factor to the expense overruns, as a significant portion of our electricity expenses are allocated to the airport.

Skyhaven Airport

Skyhaven (DAW)			
($ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	233	209	24
Operating Expenses	246	257	12
Operating Income	**(13)**	**(49)**	**36**
Depreciation	412	476	64
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	**(425)**	**(525)**	**100**

Year-to-date revenue for Skyhaven is favorable by $24,000 (11.7%) mainly derived from higher fuel prices, but offset by lower volume. Total gallons sold on a year-to-date basis were 15.4% lower than the prior year (14,016 gallons FY23 vs. 16,574 gallons in FY22). Inclement weather conditions as well as a lightning strike in late June (disabling our fuel dispenser) are driving the decrease in gallons sold. Operating expenses ended the year $12,000 under budget.

Tradeport

Tradeport			
($ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	9,667	9,622	45
Operating Expenses	533	562	29
Operating Income	9,135	9,060	75
Depreciation	744	883	139
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	**8,391**	**8,177**	**214**

Facility rental income for the Tradeport was right on budget (1.2% favorable) for the year. However, "other revenue" was below budget by $71,000 as this line item includes short-term option agreements which can vary from year to year.

Golf Course

Pease Golf Course			
($ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	3,899	3,601	298
Operating Expenses	2,634	2,459	(175)
Operating Income	1,265	1,142	122
Depreciation	376	363	(13)
Non Oper. (Inc)/Exp	(44)	(0)	43
Net Operating Income (Loss)	**932**	**779**	**153**

Golf course revenues for FY23 exceeded budget by $298,000 (8.3%). Favorable line items included concession revenue, golf course fees, simulator revenue and merchandise sales. Expense overruns for the year totaled $175,000. Significant cost overruns in building and facilities included irrigation and fertilizer expenses and equipment parts. Credit card transaction fees are also over budget by $66,000. Contributing factors include increased credit card sales for golf fees and merchandise sales, as well as a $39,000 adjustment for FY22 fees held in a receivable. Golf cart fees are also unfavorable as the budget did not include two months of rental payments. Lastly, merchandise cost of goods sold is trending higher due to higher sales volume.

Division of Ports and Harbors-Unrestricted

Division of Ports and Harbors (Unrestricted)			
($ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,954	2,641	313
Operating Expenses	2,907	2,814	(93)
Operating Income	46	(173)	220
Depreciation	677	606	(71)
Non Oper. (Inc)/Exp	(18)	(2)	16
Net Operating Income (Loss)	**(612)**	**(777)**	**165**

Unrestricted revenues at the Division of Ports and Harbors for FY23 exceeded budget by $313,000 (11.8%). Favorable line items included fuel sales (driven mainly by higher volume), wharfage and dockage fees (which were $68,000 higher than FY22) and registration revenue. Operating expenses for FY23 were $93,000 over budget. Overtime pay and part-time wages were higher than budget, partially driven by coverage needed for open full-time positions during the year and seasonal staffing hours trending higher than budget. Building and facilities expenses for the DPH included cost overruns for engineering services, environmental testing and snow and ice control. We also incurred higher expenditures for office equipment and IT related expenses. Lastly, electricity and fuel purchases also trended over budget for the year. We did end the year with a small positive cash margin of $46,000.

Balance Sheet/Statement of Net Position

($ 000's)	As of 6/30/2023	As of 6/30/2022
Assets		
Current Assets	21,921	19,426
Restricted Assets	1,518	1,450
Non-Current Assets	294,855	293,332
Total Assets	**318,294**	**314,209**
Deferred Outflows of Resources	**3,705**	**3,705**
Liabilities		
Current Liabilites	4,325	5,148
Non-Current Liabilities	12,003	12,001
Total Liabilities	**16,328**	17,149
Deferred Inflows of Resources	**201,506**	**201,506**
Net Position		
Net Invest. in Cap Assets	97,624	93,873
Restricted	1,236	1,253
Unrestricted	5,305	4,132
Total Net Position	**104,164**	**99,258**

PDA's draft consolidated balance sheet (which includes DPH) as of June 30th includes current assets totaling $22 million, comprised of $12 million in unrestricted cash, $9 million in trade and lease receivables and $1 million in other current assets. Restricted assets include $0.4 million in restricted cash comprised of Foreign Trade Zone funds, Harbor Dredging and Pier Maintenance funds and the Revolving Loan Fund (RLF). Restricted assets also include the balances due on the 20 outstanding RLF loans, which totaled just under $1.1 million. Non-current assets include $197 million in leases receivable (GASB 87) and fixed assets of $98 million, net of depreciation.

Capital expenditures (which are included in non-current assets) for FY23 totaled $8.3 million, of which $6.6 million represent grant funded projects for both the PDA and DPH. Significant projects for the PDA consisted of Corporate Drive drainage, Taxiway A repairs, grant-funded snow removal equipment and the non-grant portion of the Arrivals Hall expansion. Non-grant equipment purchases were $0.5 million for the year. Significant DPH projects included the Market Street Main Wharf, functional replacement of the Barge Dock, replacement of Hampton floating docks, Portsmouth Fish Pier bracing and decking and security improvements at the Market Street terminal.

Current liabilities of $4.3 million are largely related to trade accounts payable and various accrued expenses. Non-current liabilities of $12 million are mainly comprised of pension and OPEB liability. The Deferred Inflows/Outflows of Resources on the balance sheet represent future inflows/outflows related to the Pension and OPEB portfolio. These amounts have not yet been adjusted for FY23.

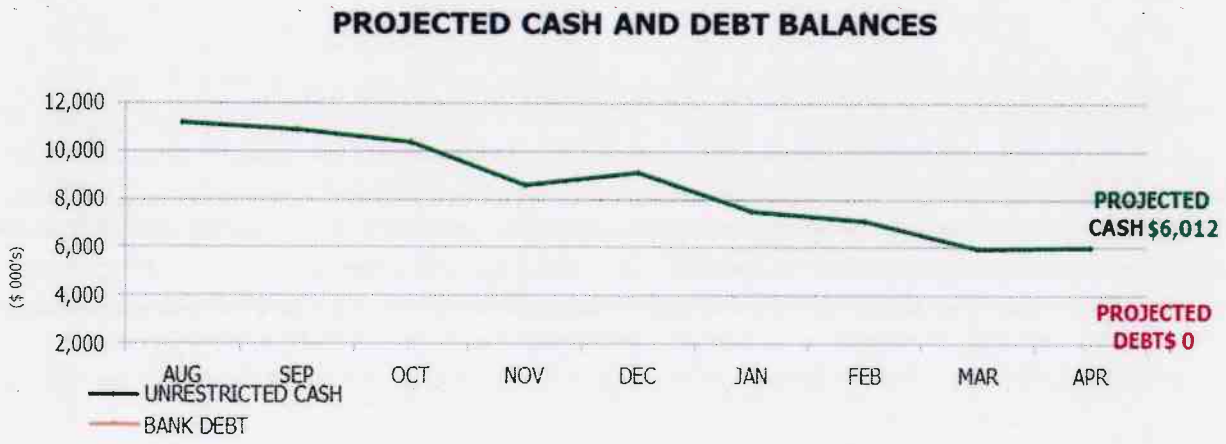
Cash Flow Projections for the Nine Month Period Ending April 30, 2024 (excluding DPH)

During the next nine-month period, cash inflows are projected at $17.3 million, mainly provided by operating revenues as well as $3.4 million in grant funding.

Cash outflows are over the next nine months are estimated at $22.2 million and include $10.5 million in grant and non-grant related capital expenditures. Significant grant funded expenditures include the Arrivals Hall expansion and snow removal equipment.

Our cash position is expected to drop to approximately $6 million over the next nine months as we get underway with some of these larger capital projects. Although still a strong cash position, we will continue to manage capital and operating expenditures to ensure we maintain adequate reserves.

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 TWELVE MONTH PERIOD
ENDING JUNE 30, 2023

DRAFT-UNAUDITED

BOARD OF DIRECTORS MEETING
AUGUST 17, 2023

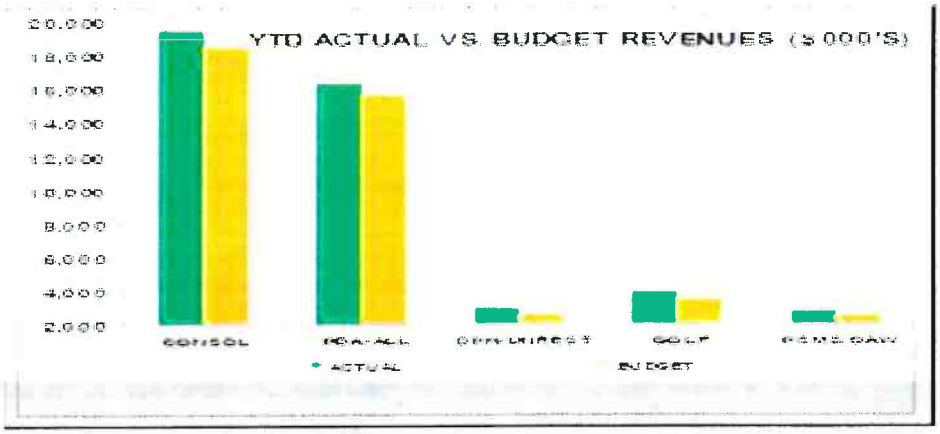
PEASE
INTERNATIONAL
PEASE DEVELOPMENT AUTHORITY

PEASE DEVELOPMENT AUTHORITY
Revenues and Expenditures –Twelve Months Ended June 30, 2023

Trends:

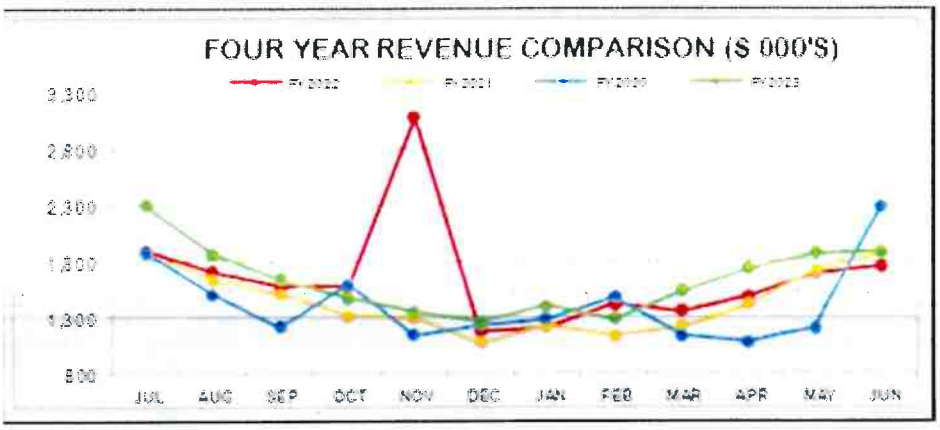
YTD revenue higher by 5.4%:

- Facility Rentals, Fuel Flowage, Fuel Sales, Golf Fees, Concession revenue, Registration fees 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

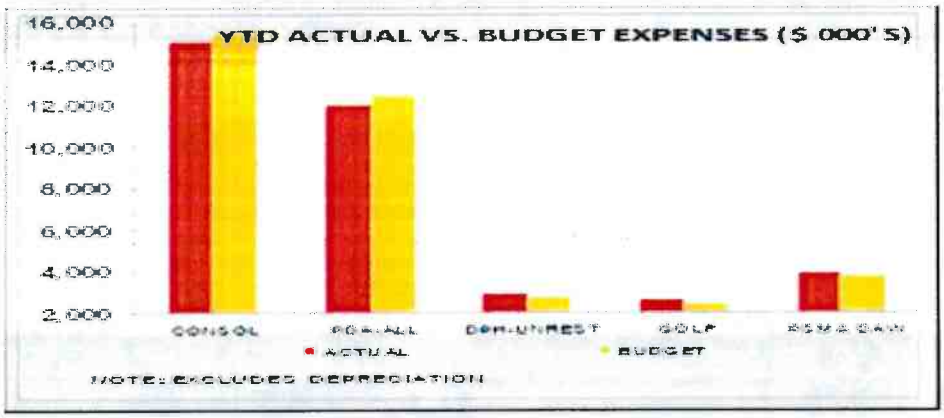


Trends:

YTD Operating Expenses lower by 2.1%:

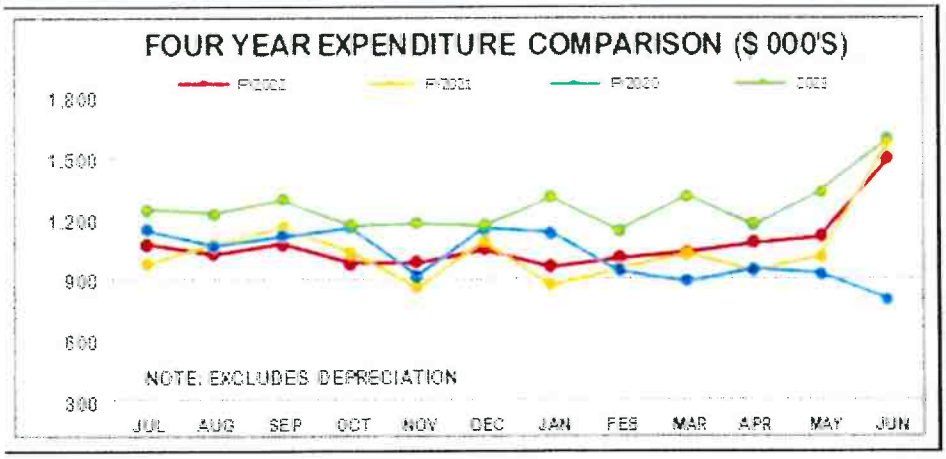
- Wages & Benefits, Professional Svcs. & Marketing trending lower than budget

- Offset by cost overruns in overtime, PT wages, snow removal credit card fees, electricity, fuel purchases and golf cart lease expense, golf merchandise cost-of-goods.



Trends:

June 2020-June 2022 – Retirement OPEB year end adjustments



PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	$907,407	$885,644	$21,764	2.5%	$10,933,513	$10,800,834	$132,679	1.2%
CARGO AND HANGARS	12,475	14,089	(1,615)	(11.5%)	168,236	167,595	641	0.4%
	919,882	899,733	20,149	2.2%	11,101,749	10,968,429	133,320	1.2%
CONCESSION REVENUE	81,915	90,735	(8,820)	(9.7%)	601,916	488,781	113,135	23.1%
FEE REVENUE								
AVIATION FEES		74	(74)	(100.0%)	112,608	115,600	(2,992)	(2.6%)
FUEL FLOWAGE	100,574	67,770	32,804	48.4%	688,129	554,478	133,651	24.1%
PSM TSA/LEO REVENUE		1,856	(1,856)	(100.0%)	21,220	22,277	(1,057)	(4.7%)
PSM SECURITY REVENUE	2,575	2,411	164	6.8%	23,130	28,927	(5,797)	(20.0%)
GOLF FEES	423,783	381,854	41,929	11.0%	2,429,844	2,284,218	145,625	6.4%
GOLF SIMULATORS	1,255	1,359	(104)	(7.7%)	131,825	77,589	54,236	69.9%
GOLF MEMBERSHIPS	51,058	54,375	(3,317)	(6.1%)	408,466	435,000	(26,534)	(6.1%)
GOLF LESSONS	9,906	8,324	1,582	19.0%	55,018	42,000	13,018	31.0%
MOORING FEES	39,637	38,750	887	2.3%	475,645	465,000	10,645	2.3%
PARKING	45,910	78,466	(32,556)	(41.5%)	649,062	619,601	29,461	4.8%
PIER USAGE FEES	8,942	8,417	525	6.2%	122,646	101,000	21,645	21.4%
REGISTRATIONS	46,020	52,999	(6,979)	(13.2%)	272,807	205,000	67,807	33.1%
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE	3,500	105,000	(101,500)	(96.7%)	636,841	573,700	63,141	11.0%
	733,160	801,655	(68,493)	(8.5%)	6,027,241	5,524,390	502,849	9.1%
FUEL SALES	62,359	114,748	(52,389)	(45.7%)	939,332	790,581	148,751	18.8%
INTEREST INCOME								
LOAN INTEREST	2,631	2,583	48	1.9%	34,505	31,000	3,505	11.3%
OTHER REVENUES								
MERCHANDISE	58,963	48,105	10,858	22.6%	368,321	320,832	47,490	14.8%
ALL OTHER	18,145	34,910	(16,765)	(48.0%)	468,966	412,000	56,966	13.8%
	77,108	83,015	5,907	7.1%	837,287	732,832	(104,456)	(14.3%)
TOTAL OPERATING REVENUE	**1,877,055**	**1,992,469**	**(115,413)**	**(5.8%)**	**19,542,030**	**18,536,013**	**1,006,017**	**5.4%**
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	406,960	414,375	7,415	1.8%	4,653,654	4,864,713	211,059	4.3%
BENEFITED OVERTIME	26,077	14,911	(11,166)	(74.9%)	292,263	232,057	(60,206)	(25.9%)
NON-BENEFITED REGULAR	122,168	120,320	(1,849)	(1.5%)	1,041,028	973,029	(68,000)	(7.0%)
NON-BENEFITED OVERTIME	4,673	3,634	(1,040)	(28.6%)	36,225	44,211	7,986	18.1%
ACCRUED VACATION BENEFITS	17,413	1,008	(16,405)	(1626.9%)	26,073	12,100	(13,973)	(115.5%)
ACCRUED SICK TIME BENEFITS	1,560	433	(1,127)	(260.1%)	1,683	5,200	3,517	67.6%
	578,851	554,681	(24,172)	(4.4%)	6,050,926	6,131,310	80,383	1.3%
WAGE TRANSFERS OUT				-	(4,383)		4,383	-
	578,851	554,681	(24,172)	(4.4%)	6,046,543	6,131,310	84,767	1.4%
BENEFITS								
DENTAL INSURANCE	3,156	5,902	2,746	46.5%	57,349	70,822	13,473	19.0%
HEALTH INSURANCE	107,394	112,153	4,759	4.2%	1,230,588	1,345,837	115,249	8.6%
LIFE INSURANCE	2,923	2,676	(248)	(9.3%)	34,429	32,109	(2,320)	(7.2%)
NEW HAMPSHIRE RETIREMENT	60,844	64,212	3,368	5.2%	714,493	770,546	56,053	7.3%
POST RETIREMENT BENEFITS	10,922	10,216	(706)	(6.9%)	124,209	122,594	(1,615)	(1.3%)
EMPLOYEE DRUG TEST		170	170	100.0%	1,478	2,040	562	27.5%
OPEB EXPENSE				-				-
EMPLOYER FICA	41,656	42,247	591	1.4%	446,963	467,324	20,361	4.4%
UNEMPLOYMENT INS				-				-
	226,895	237,576	10,680	4.5%	2,609,509	2,811,272	201,764	7.2%
BENEFIT TRANSFERS OUT				-				-
	226,895	237,576	10,680	4.5%	2,609,509	2,811,272	201,764	7.2%
TOTAL WAGES & BENEFITS	**805,746**	**792,257**	**(13,491)**	**(1.7%)**	**8,656,052**	**8,942,582**	**286,531**	**3.2%**

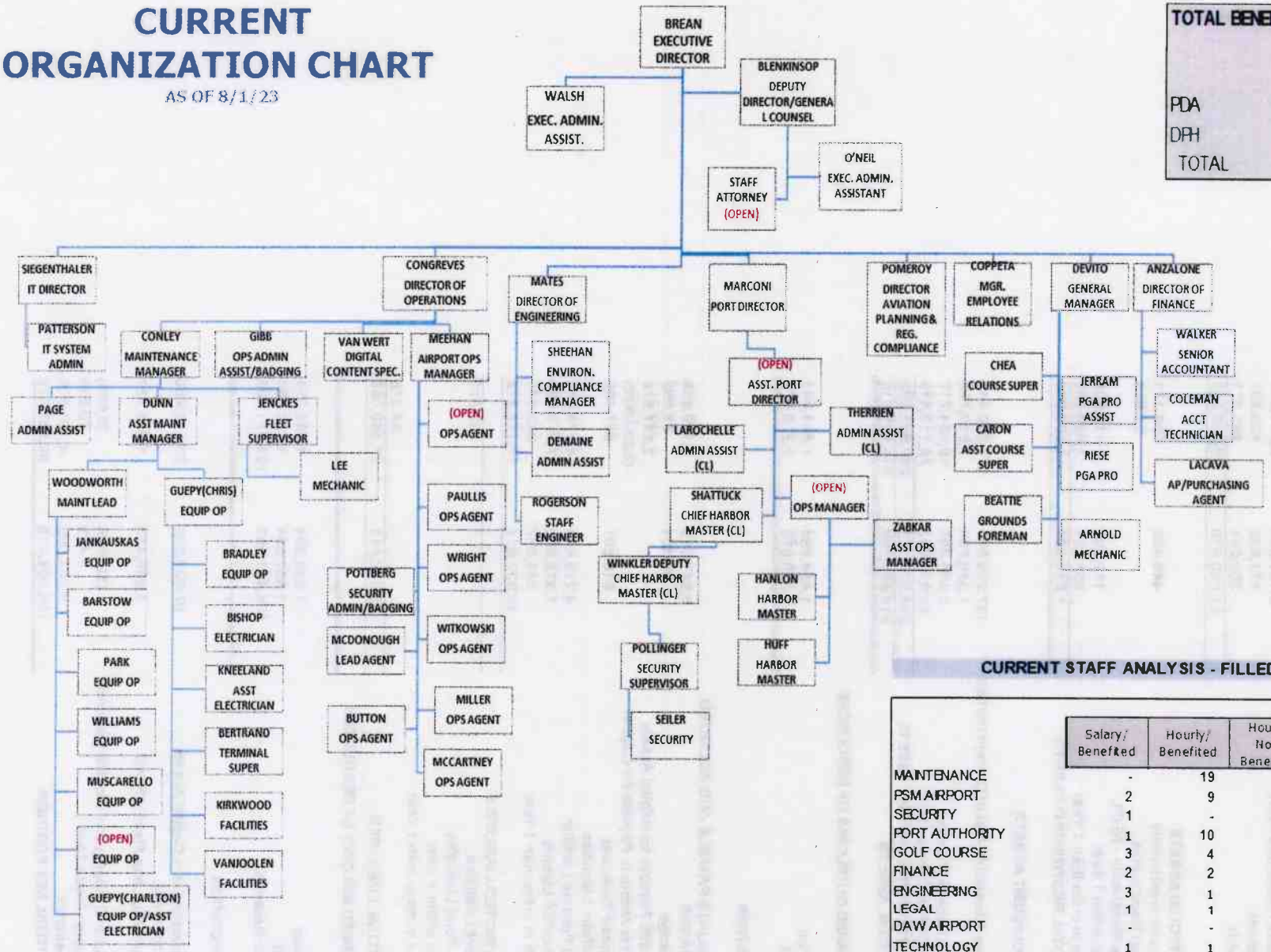
PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	22,320	8,284	(14,036)	(169.4%)	97,991	99,412	1,421	1.4%
COVID-19		590	590	100.0%		7,080	7,080	100.0%
SOIL & VEGETATION CONTROL	14,273	9,637	(4,636)	(48.1%)	116,930	115,643	(1,287)	(1.1%)
ENVIRONMENTAL TESTING	18,901	8,050	(10,852)	(134.8%)	112,924	96,594	(16,329)	(16.9%)
EQUIPMENT MAINTENANCE	43,261	45,789	2,528	5.5%	496,649	471,127	(25,522)	(5.4%)
FACILITIES MAINTENANCE	127,121	66,674	(60,447)	(90.7%)	786,035	800,086	14,051	1.8%
LANDSCAPING	3,568	2,868	(700)	(24.4%)	28,006	31,320	3,314	10.6%
NAVIGATION MAINTENANCE	3,258	4,642	1,383	29.8%	12,002	55,700	43,699	78.5%
OTHER EXPENSES	30,000	30,000		-	30,000	30,000		-
SECURITY	37,979	19,894	(18,086)	(90.9%)	245,901	248,721	2,820	1.1%
SNOW REMOVAL	69,667		(69,667)	-	263,532	211,600	(51,932)	(24.5%)
EXPENSE TRANSFERS				-				-
	370,348	196,428	(173,922)	(88.5%)	2,189,970	2,167,283	(22,687)	(1.0%)
WAGE & BENEFIT TRANSFER IN				-				-
	370,348	196,428	(173,922)	(88.5%)	2,189,970	2,167,283	(22,687)	(1.0%)
GENERAL AND ADMINISTRATIVE								
BAD DEBT EXPENSE		42	42	100.0%		500	500	100.0%
BANK FEES	18,522	13,439	(5,083)	(37.8%)	172,441	92,642	(79,799)	(86.1%)
COMPUTER EXPENSES	5,343	5,788	446	7.7%	54,148	69,960	15,812	22.6%
DISCOUNTS AND LATE FEES	(593)	(171)	423	(247.4%)	(3,922)	(2,050)	1,872	(91.4%)
EQUIPMENT UNDER $5,000	7,362	5,993	(1,370)	(22.9%)	61,542	71,912	10,370	14.4%
FEES AND LICENSES	8,536	7,256	(1,281)	(17.6%)	44,856	85,215	40,359	47.4%
INSURANCE	39,808	43,752	3,944	9.0%	470,594	458,803	(11,791)	(2.6%)
OFFICE EQUIPMENT	4,318	1,834	(2,485)	(135.5%)	28,938	22,004	(6,934)	(31.5%)
PROFESSIONAL DEVELOPMENT	886	4,788	3,902	81.5%	23,269	57,455	34,186	59.5%
SUPPLIES	8,811	8,829	19	0.2%	81,405	105,952	24,546	23.2%
TELEPHONES AND COMMUNICATIONS	15,429	13,272	(2,157)	(16.3%)	189,853	159,263	(30,589)	(19.2%)
TRAVEL AND MILEAGE	4,903	4,092	(811)	(19.8%)	25,085	49,100	24,015	48.9%
OTHER EXPENSES	3,373	5,659	2,286	40.4%	53,673	67,905	14,232	21.0%
	116,698	114,573	(2,126)	(1.9%)	1,201,882	1,238,661	36,779	3.0%
UTILITIES								
ELECTRICITY	65,253	55,453	(9,800)	(17.7%)	879,499	663,000	(216,499)	(32.7%)
ELECTRICITY TRANSFERS				-				-
HEATING OIL				-	1,611	5,760	4,149	72.0%
NATURAL GAS	2,044	2,703	659	24.4%	80,750	78,584	(2,166)	(2.8%)
NATURAL GAS TRANSFERS				-				-
PROPANE	3,008	4,069	1,060	26.1%	50,648	62,041	11,393	18.4%
WASTE REMOVAL	4,073	9,524	5,451	57.2%	56,438	111,638	55,201	49.4%
WASTE REMOVAL TRANSFERS				-				-
WATER	3,075	3,819	744	19.5%	68,446	110,391	41,945	38.0%
WATER TRANSFERS				-				-
	77,453	75,568	(1,886)	(2.5%)	1,137,392	1,031,414	(105,978)	(10.3%)
PROFESSIONAL SERVICES								
AUDIT	15,560	8,650	(6,910)	(79.9%)	105,137	76,700	(28,437)	(37.1%)
INFORMATION TECHNOLOGY	12,943	9,722	(3,221)	(33.1%)	115,773	116,668	895	0.8%
LEGAL	18,767	10,767	(8,000)	(74.3%)	83,502	129,200	45,698	35.4%
LEGAL PERMIT IMPLEMENT	2,465	14,583	12,118	83.1%	93,547	175,000	81,453	46.5%
ADMINISTRATIVE SERVICES	4,483	5,917	1,433	24.2%	54,587	71,000	16,413	23.1%
	54,218	49,639	(4,579)	(9.2%)	452,546	568,568	116,021	20.4%
MARKETING AND PROMOTION								
ADVERTISING	11,783	4,489	(7,294)	(162.5%)	51,562	53,862	2,300	4.3%
OTHER MARKETING	12,713	25,588	12,876	50.3%	129,289	312,060	182,771	58.6%
FLIGHT INCENTIVES				-				-
	24,496	30,077	5,581	18.6%	180,851	365,922	185,070	50.6%
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,050	10,000	(50)	(0.5%)	120,050	120,000	(50)	(0.0%)
FUEL	37,738	96,509	58,771	60.9%	723,583	669,073	(54,510)	(8.1%)
GOLF CART LEASE	21,377	22,000	623	2.8%	146,775	95,000	(51,775)	(54.5%)
MERCHANDISE	75,626	36,079	(39,547)	(109.6%)	302,062	240,624	(61,438)	(25.5%)
	144,791	164,588	19,797	12.0%	1,292,470	1,124,697	(167,773)	(14.9%)
TOTAL OPERATING EXPENSES	**1,593,750**	**1,423,130**	**(170,626)**	**(12.0%)**	**15,111,163**	**15,439,127**	**327,963**	**2.1%**
OPERATING INCOME/(LOSS)	**283,305**	**569,339**	**(286,039)**	**(50.2%)**	**4,430,867**	**3,096,886**	**1,333,980**	**43.1%**
DEPRECIATION	569,960	766,348	196,388	25.6%	6,839,425	7,685,000	845,574	11.0%
AMORTIZATION				-				-
NON-OPERATING (INCOME)/EXPENSES								
INTEREST EXPENSE		833	833	100.0%		10,000	10,000	100.0%
INTEREST INCOME	(38,185)	(735)	37,450	(5093.0%)	(107,659)	(8,824)	98,835	(1120.1%)
NON-OPERATING GRANT FUNDING				-				-
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	(38,185)	98	38,283	39064.7%	(107,659)	1,176	108,835	9254.7%
NET OPERATING INCOME/(LOSS)	**(248,470)**	**(197,107)**	**(51,367)**	**26.1%**	**(2,300,899)**	**(4,589,290)**	**2,288,389**	**(49.9%)**

CURRENT ORGANIZATION CHART

AS OF 8/1/23

TOTAL BENEFITED POSITIONS	FILLED	OPEN
PDA	55	3
DPH	10	2
TOTAL	65	5



CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salary/ Benefited	Hourly/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	-	19	4	4	27
PSM AIRPORT	2	9	11	-	22
SECURITY	1	-	7	-	8
PORT AUTHORITY	1	10	10	23	44
GOLF COURSE	3	4	3	50	60
FINANCE	2	2	0	-	4
ENGINEERING	3	1	1	-	5
LEGAL	1	1	-	-	2
DAW AIRPORT	-	-	2	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	1	-	-	-	1
MARKETING	0	1	-	-	1
EXECUTIVE	1	1	-	-	2
	16	49	38	77	180

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Twelve Months Ending June 30, 2023

	2023 Ending	2022 Ending
ASSETS		
Cash and Investments	$11,995,639	$8,669,372
Accounts Receivable - Net	9,151,095	9,931,293
Inventories	471,832	429,297
Prepaids	302,244	283,071
	21,920,810	19,313,034
RESTRICTED ASSETS		
Cash and Investments	446,469	368,171
Current Receivables		22,944
Loans Receivable - NHFL		
Due within 1 Year	117,494	113,204
Due in more than 1 Year	954,121	1,059,363
TOTAL RESTRICTED ASSETS	1,518,084	1,563,683
NON-CURRENT ASSETS		
Leases Receivable-Net of Current Portion	197,230,941	197,230,941
Land	7,520,786	7,520,786
Construction-in-Process	3,469,395	10,464,717
Other Capital Assets - Net	86,633,652	78,115,449
TOTAL NON-CURRENT ASSETS	294,854,774	293,331,893
TOTAL ASSETS	318,293,669	314,208,610
DEFERRED OUTFLOWS OF RESOURCES		
Pension	1,424,984	1,424,984
OPEB	2,279,876	2,279,876
LIABILITIES		
ACCOUNTS PAYABLE AND ACCRUED EXPENSES	3,645,575	4,159,258
Retainage	66,301	85,000
Accounts Payable for Capital Assets		2,227,972
Offset to Accounts Payable for Capital		(2,227,972)
Unearned Revenues	613,201	867,102
Long-Term Liabilities		
Net Pension Liability	4,279,644	4,279,644
Net OPEB Liability	7,378,664	7,378,664
Due in more than 1 Year	344,227	342,544
	16,327,611	17,112,212
RESTRICTED LIABILITIES		
Current Liabilities		36,878
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
		36,878
TOTAL LIABILITIES	16,327,611	17,149,089
DEFERRED INFLOWS OF RESOURCES		
Pension	1,382,954	1,382,954
OPEB	1,651,884	1,651,884
Lease Revenue	198,471,605	198,471,605
NET POSITION		
Net Investment in Capital Assets	97,623,833	93,872,980
Restricted For:		
Revolving Loan Fishery Fund	1,265,423	1,248,827
Harbor Dredging and Pier Maintenance	(32,805)	(6,663)
Foreign Trade Zone	3,433	10,919
Unrestricted	5,304,592	4,131,876
TOTAL NET POSITION	104,164,475	99,257,938

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT *incl Security*
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	$57,098	$55,436	$1,662	3.0%	$833,920	$822,536	$11,384	1.4%
CARGO AND HANGARS	$2,661	$2,552	$109	4.3%	$31,588	$30,595	$993	3.2%
CONCESSION REVENUE	$21,658	$23,078	($1,420)	(6.2%)	$110,121	$69,681	$40,440	58.0%
FEE REVENUE	$130,276	$120,840	$9,436	7.8%	$1,313,760	$1,175,901	$137,859	11.7%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	$4,205	$16,767	($12,562)	(74.9%)	$307,552	$201,204	$106,348	52.9%
TOTAL OPERATING REVENUES	**215,898**	**218,673**	**(2,775)**	**(1.3%)**	**2,596,941**	**2,299,917**	**297,024**	**12.9%**
EXPENSES								
WAGES AND FRINGE BENEFITS	132,064	124,742	(7,322)	(5.9%)	1,440,937	1,379,470	(61,467)	(4.5%)
BUILDING AND FACILITIES	80,474	85,267	4,793	5.6%	1,054,685	1,098,472	43,787	4.0%
GENERAL AND ADMINISTRATIVE	39,831	36,808	(3,023)	(8.2%)	423,856	415,567	(8,289)	(2.0%)
UTILITIES	41,818	39,470	(2,348)	(5.9%)	659,463	500,077	(159,386)	(31.9%)
PROFESSIONAL SERVICES	6,430	4,917	(1,513)	(30.8%)	44,687	59,000	14,313	24.3%
MARKETING AND PROMOTION	9,144	8,542	(602)	(7.0%)	81,158	102,500	21,342	20.8%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	**309,761**	**299,746**	**(10,015)**	**(3.3%)**	**3,704,786**	**3,555,086**	**(149,700)**	**(4.2%)**
OPERATING INCOME	**(93,863)**	**(81,073)**	**(12,790)**	**(15.8%)**	**(1,107,845)**	**(1,255,169)**	**147,324**	**11.7%**
NON-OPERATING (INCOME) EXPENSE	(1)	0	1	-	(24)	0	24	-
DEPRECIATION	350,217	562,804	212,587	37.8%	4,465,187	5,201,000	735,813	14.1%
NET OPERATING INCOME	**(444,079)**	**(643,877)**	**(199,798)**	**31.0%**	**(5,573,008)**	**(6,456,169)**	**(883,161)**	**13.7%**

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	9,814	11,537	(1,723)	(14.9%)	136,648	137,000	(352)	(0.3%)
CONCESSION REVENUE	1,247	250	997	398.7%	4,281	3,000	1,281	42.7%
FEE REVENUE		74	(74)	(100.0%)	5,078	7,600	(2,522)	(33.2%)
FUEL SALES	5,387	4,713	674	14.3%	85,910	60,000	25,910	43.2%
INTEREST								
MERCHANDISE								
OTHER REVENUE		92	(92)	(100.0%)	1,125	1,100	25	2.3%
TOTAL OPERATING REVENUES	**16,448**	**16,666**	**(218)**	**(1.3%)**	**233,042**	**208,700**	**24,341**	**11.7%**
EXPENSES								
WAGES AND FRINGE BENEFITS	3,000	4,535	1,535	33.8%	51,198	49,538	(1,661)	(3.4%)
BUILDING AND FACILITIES	2,237	3,996	1,759	44.0%	36,576	50,455	13,879	27.5%
GENERAL AND ADMINISTRATIVE	3,586	5,247	1,661	31.6%	44,210	57,570	13,361	23.2%
UTILITIES	2,026	2,199	173	7.9%	35,762	38,935	3,174	8.2%
PROFESSIONAL SERVICES	1,103	785	(318)	(40.4%)	6,149	8,223	2,074	25.2%
MARKETING AND PROMOTION	597	292	(305)	(104.6%)	1,497	3,500	2,003	57.2%
OTHER OPERATING EXPENSES	4,312	4,100	(212)	(5.2%)	70,153	49,200	(20,953)	(42.6%)
TOTAL OPERATING EXPENSES	**16,861**	**21,154**	**4,293**	**20.3%**	**245,545**	**257,421**	**11,878**	**4.6%**
OPERATING INCOME	**(413)**	**(4,488)**	**4,075**	**(90.8%)**	**(12,503)**	**(48,721)**	**36,219**	**(74.3%)**
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	34,065	38,896	4,832	12.4%	412,165	476,000	63,835	13.4%
NET OPERATING INCOME	**(34,478)**	**(43,384)**	**8,907**	**(20.5%)**	**(424,668)**	**(524,721)**	**100,054**	**(19.1%)**

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	$817,828	$799,470	$18,358	2.3%	$9,638,466	$9,521,891	$116,576	1.2%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	1,532	8,333	(6,801)	(81.6%)	28,598	100,000	(71,402)	(71.4%)
TOTAL OPERATING REVENUES	**819,360**	**807,803**	**11,557**	**1.4%**	**9,667,064**	**9,621,891**	**45,174**	**0.5%**
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	16,375	17,746	1,372	7.7%	205,128	229,396	24,268	10.6%
GENERAL AND ADMINISTRATIVE	10,643	10,523	(120)	(1.1%)	97,426	102,172	4,746	4.6%
UTILITIES	6,681	7,006	325	4.6%	107,975	107,990	15	0.0%
PROFESSIONAL SERVICES				-	36		(36)	-
MARKETING AND PROMOTION		192	192	100.0%	1,907	2,300	394	17.1%
OTHER OPERATING EXPENSES	10,050	10,000	(50)	(0.5%)	120,050	120,000	(50)	(0.0%)
TOTAL OPERATING EXPENSES	**43,749**	**45,467**	**1,718**	**3.8%**	**532,522**	**561,858**	**29,337**	**5.2%**
OPERATING INCOME	**775,611**	**762,336**	**13,276**	**1.7%**	**9,134,542**	**9,060,033**	**74,511**	**0.8%**
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	63,512	71,992	8,480	11.8%	743,559	883,000	139,441	15.8%
NET OPERATING INCOME	**712,099**	**690,344**	**21,756**	**3.2%**	**8,390,983**	**8,177,033**	**213,952**	**2.6%**

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	59,011	67,407	(8,397)	(12.5%)	484,514	413,100	71,414	17.3%
FEE REVENUE	486,003	445,912	40,091	9.0%	3,025,153	2,838,807	186,346	6.6%
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE	58,963	48,105	10,858	22.6%	368,321	320,832	47,490	14.8%
OTHER REVENUE	927	2,333	(1,406)	(60.3%)	20,736	28,000	(7,264)	(25.9%)
TOTAL OPERATING REVENUES	**604,904**	**563,757**	**41,146**	**7.3%**	**3,898,724**	**3,600,739**	**297,986**	**8.3%**
EXPENSES								
WAGES AND FRINGE BENEFITS	139,010	129,464	(9,547)	(7.4%)	1,251,294	1,266,755	15,461	1.2%
BUILDING AND FACILITIES	43,214	25,083	(18,131)	(72.3%)	385,863	313,792	(72,071)	(23.0%)
GENERAL AND ADMINISTRATIVE	30,983	24,858	(6,125)	(24.6%)	273,630	237,634	(35,996)	(15.1%)
UTILITIES	17,848	14,241	(3,606)	(25.3%)	191,800	226,141	34,341	15.2%
PROFESSIONAL SERVICES	2,805	3,318	513	15.5%	36,175	37,316	1,141	3.1%
MARKETING AND PROMOTION	3,146	3,034	(112)	(3.7%)	46,561	41,410	(5,151)	(12.4%)
OTHER OPERATING EXPENSES	97,003	58,079	(38,924)	(67.0%)	448,837	335,624	(113,213)	(33.7%)
TOTAL OPERATING EXPENSES	**334,009**	**258,077**	**(75,932)**	**(29.4%)**	**2,634,160**	**2,458,672**	**(175,488)**	**(7.1%)**
OPERATING INCOME	**270,895**	**305,680**	**(34,786)**	**(11.4%)**	**1,264,564**	**1,142,067**	**122,497**	**10.7%**
NON-OPERATING (INCOME) EXPENSE	(29,519)	(17)	29,502	(176976.8%)	(43,651)	(200)	43,451	########
DEPRECIATION	30,901	29,577	(1,324)	(4.5%)	376,285	363,000	(13,285)	(3.7%)
NET OPERATING INCOME	**269,513**	**276,120**	**(6,608)**	**(2.4%)**	**931,930**	**779,267**	**152,662**	**19.6%**

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	368,321	2,901,614	496,964	131,825	3,898,724
OPERATING EXPENSES*	374,684	1,998,559	191,760	69,157	2,634,160
*Excluding Depreciation					
OPERATING INCOME	**(6,363)**	**903,055**	**305,204**	**62,668**	**1,264,564**

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	$32,481	$30,737	$1,744	5.7%	$449,127	$444,408	$4,719	1.1%
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-	3,000	3,000		-
FEE REVENUE	103,109	221,311	(118,202)	(53.4%)	1,503,495	1,339,878	163,617	12.2%
FUEL SALES	56,972	110,035	(53,063)	(48.2%)	853,423	730,581	122,842	16.8%
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	13,205	10,827	2,379	22.0%	144,745	123,000	21,745	17.7%
TOTAL OPERATING REVENUES	**205,767**	**372,910**	**(167,142)**	**(44.8%)**	**2,953,790**	**2,640,867**	**312,923**	**11.8%**
EXPENSES								
WAGES AND FRINGE BENEFITS	164,499	141,171	(23,328)	(16.5%)	1,611,606	1,586,577	(25,029)	(1.6%)
BUILDING AND FACILITIES	107,742	18,896	(88,845)	(470.2%)	286,737	260,758	(25,979)	(10.0%)
GENERAL AND ADMINISTRATIVE	48,226	41,693	(6,533)	(15.7%)	171,910	154,424	(17,487)	(11.3%)
UTILITIES	8,693	12,525	3,832	30.6%	137,231	156,757	19,526	12.5%
PROFESSIONAL SERVICES	10,236	2,420	(7,816)	(323.0%)	42,212	32,636	(9,576)	(29.3%)
MARKETING AND PROMOTION		268	268	100.0%	4,216	3,212	(1,003)	(31.2%)
OTHER OPERATING EXPENSES	33,427	92,409	58,982	63.8%	653,430	619,873	(33,557)	(5.4%)
TOTAL OPERATING EXPENSES	**372,823**	**309,382**	**(63,441)**	**(20.5%)**	**2,907,342**	**2,814,237**	**(93,106)**	**(3.3%)**
OPERATING INCOME	**(167,056)**	**63,528**	**(230,583)**	**(363.0%)**	**46,448**	**(173,370)**	**219,817**	**(126.8%)**
NON-OPERATING (INCOME) EXPENSE	(7,551)	(183)	7,368	(4019.0%)	(18,478)	(2,200)	16,278	(739.9%)
DEPRECIATION	77,756	49,280	(28,476)	(57.8%)	676,687	606,000	(70,687)	(11.7%)
NET OPERATING INCOME	**(237,261)**	**14,431**	**(251,692)**	**(1744.0%)**	**(611,761)**	**(777,170)**	**165,409**	**(21.3%)**

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	350,953	403,029	399,405	1,050,314	735,693	14,396	2,953,790
OPERATING EXPENSES*	413,320	552,618	468,417	476,645	466,682	529,660	2,907,342
*Excluding Depreciation							
OPERATING INCOME	**(62,367)**	**(149,589)**	**(69,012)**	**573,669**	**269,011**	**(515,264)**	**46,448**

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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		104	104	100.0%	1,250	1,250	0	0.0%
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION	1,539	708	(830)	(117.2%)	8,240	8,500	260	3.1%
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	1,539	812	(726)	(89.4%)	9,490	9,750	260	2.7%
OPERATING INCOME	(1,539)	(812)	(726)	89.4%	2,510	2,250	260	11.5%
NON-OPERATING (INCOME) EXPENSE	0	0	0	45.5%	(4)	(4)	0	(5.8%)
DEPRECIATION				-				-
NET OPERATING INCOME	(1,539)	(812)	(726)	89.4%	2,514	2,254	260	11.5%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	11,198	9,250	1,948	21.1%	135,405	111,000	24,405	22.0%
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	850	750	100	13.3%	10,560	9,000	1,560	17.3%
TOTAL OPERATING REVENUES	12,048	10,000	2,048	20.5%	145,965	120,000	25,965	21.6%
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES	81,975	5,917	(76,058)	(1285.5%)	94,178	71,000	(23,177)	(32.6%)
GENERAL AND ADMINISTRATIVE	25	2,000	1,975	98.8%	147	24,000	23,853	99.4%
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	82,000	7,917	(74,083)	(935.8%)	94,325	95,000	675	0.7%
OPERATING INCOME	(69,952)	2,083	(72,036)	(3457.7%)	51,640	25,000	26,640	106.6%
NON-OPERATING (INCOME) EXPENSE	(929)	(35)	894	(2553.8%)	(2,335)	(420)	1,915	(456.0%)
DEPRECIATION	5,881	5,833	(47)	(0.8%)	71,089	70,000	(1,089)	(1.6%)
NET OPERATING INCOME	(74,904)	(3,715)	(71,189)	1916.3%	(17,114)	(44,580)	27,466	(61.6%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Twelve Months Ending June 30, 2023

	Actual Jun FY 2023	Budget Jun 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	2,631	2,583	48	1.9%	34,505	31,000	3,505	11.3%
MERCHANDISE				-				-
OTHER REVENUE		75	(75)	(100.0%)		900	(900)	(100.0%)
TOTAL OPERATING REVENUES	**2,631**	**2,658**	**(27)**	**(1.0%)**	**34,505**	**31,900**	**2,605**	**8.2%**
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE		46	46	100.0%	50	551	501	90.9%
UTILITIES				-				-
PROFESSIONAL SERVICES	1,509	1,000	(509)	(50.9%)	16,865	12,000	(4,865)	(40.5%)
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	**1,509**	**1,046**	**(463)**	**(44.3%)**	**16,915**	**12,551**	**(4,364)**	**(34.8%)**
OPERATING INCOME	**1,122**	**1,612**	**(490)**	**(30.4%)**	**17,590**	**19,349**	**(1,759)**	**(9.1%)**
NON-OPERATING (INCOME) EXPENSE	(23)		23	-	(156)		156	-
DEPRECIATION				-				-
NET OPERATING INCOME	**1,145**	**1,612**	**(467)**	**(29.0%)**	**17,746**	**19,349**	**(1,603)**	**(8.3%)**

REVOLVING LOAN FUND ($ 000's)	BALANCE AT 6-30-2023	BALANCE AT 06-30-2022
CASH BALANCES		
GENERAL FUNDS	194	75
SEQUESTERED FUNDS	-	-
	194	75
LOANS OUTSTANDING (20)		
CURRENT	117	113
LONG TERM	954	1,059
	1,071	1,172
TOTAL CAPITAL BASE	1,265	1,247
CAPTIAL UTILIZATION RATE -% *	84.7%	94.0%

**EXCLUDES SEQUESTERED FUNDS*

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF JUNE 30, 2023

($000's)

BUSINESS UNIT	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PORTSMOUTH AIRPORT & TRADEPORT	39,469	31,670	25,992	(1,346)	23,493	1,570	1,460
SKYHAVEN AIRPORT	141	141	145	(26)	118	0	0
DIVISION OF PORTS AND HARBORS	25,447	25,343	14,889	(65)	13,043	1,752	1,752
	65,057	57,154	41,026	(1,437)	36,654	3,322	3,212

SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF JUNE 30, 2023

($000's)

PROJECT NAME	BALANCE AT 06-30-22	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 6-30-23
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	581	11	(592)	(581)	-
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	601	(622)	(21)	-
LOWERY LANE (AIP 70)	312	1	(313)	(312)	-
PSM ACCESS CONTROL BOARD	39	5	(44)	(39)	-
GATE ACCESS CONTROL	44	0	(44)	(44)	-
CORPORATE DRIVE DRAINAGE	84	407	(491)	(84)	-
TAXIWAY A REPAIRS	7	140	(147)	(7)	-
SNOW REMOVAL EQUIPMENT (AIP 74)	10	1	-	1	11
IT EQUIPMENT (CUSTOMS & BORDER PATROL)	-	19	(19)	-	-
ALPHA NORTH TAXIWAY RECONSTRUCTION	-	40	-	40	40
NH AVE RIGHT HAND TURN LANE	-	48	-	48	48
HVAC REPLAMENT-PSM ATC TOWER	-	56	(56)	-	-
BADGE TRAINING & SOFTWARE	-	45	-	45	45
BASE MATERIAL COMPACTOR	-	12	(12)	-	-
ARRIVALS HALL EXPANSION	-	692	-	692	692
PSM MOBILE RADIO PURCHASE	26	11	(37)	(26)	-
	1,132	2,123	(2,419)	(296)	836
SKYHAVEN AIRPORT					
TERMINAL APRON DESIGN (SBG 15-09)	145	0	(145)	(145)	0
RUNWAY/HANGAR LIGHTING	-	37	(37)	-	0
TERMINAL UPGRADES	17	12	(29)	(17)	0
	162	49	(211)	(162)	0
GOLF COURSE					
GOLF COURSE PIPE REPAIRS	-	53	(53)	-	-
ICE MACHINES (2)	-	17	(17)	-	-
SUBMERSIBLE PUMP	-	12	(12)	-	-
MOWERS (2)	-	42	(42)	-	-
WATER FILLING STATION	-	4	-	4	4
SPRINKLER SYSTEM	-	5	(5)	-	-
SUBDRIVE CONTROLLER	-	5	(5)	-	-
	0	138	(134)	4	4
IT/ADMIN/TRADEPORT					
2022 TOYOTA PRIUS (ADMIN VEHICLE)	-	26	(26)	-	-
HVAC REPLACEMENT (55 INTERNATIONAL)	-	80	-	80	80
2023 TOYOTA HIGHLANDER	-	40	(40)	-	-
	0	146	(66)	80	80
MAINTENANCE					
SCISSOR LIFT	-	20	(20)	0	0
CRACK SEALING MACHINE	-	91	(91)	0	0
	0	111	(111)	0	0
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,801	513	(2,314)	(1,801)	-
PFP PIER REPAIR	-	19	(19)	-	-
PFP BULKHEAD REPAIR AND CONSTRUCTION	3,073	18	(3,091)	(3,073)	-
MAIN PIER (BUILD GRANT)	3,754	4,868	(6,340)	(1,472)	2,282
MARKET ST SITE LIGHTING IMPROVEMENTS	157	105	(262)	(157)	-
HAMPTON DOCK REPLACEMENT (ARPA)	342	136	(347)	(211)	131
PFP BRACING & DECKING (ARPA)	-	123	-	123	123
RYE WATER LINE INSTALL	7	-	(7)	(7)	-
RYE FUEL DISPENSER	-	13	-	13	13
RYE FUEL LINE INSTALL	37	-	(37)	(37)	-
	9,171	5,795	(12,417)	(6,622)	2,549
TOTAL	10,465	8,362	(15,358)	(6,996)	3,469

PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING APRIL 30, 2024

BOARD OF DIRECTORS MEETING
AUGUST 17, 2023

PEASE
INTERNATIONAL
PEASE DEVELOPMENT AUTHORITY

PEASE DEVELOPMENT AUTHORITY
CASH FLOW SUMMARY OVERVIEW
AUGUST 1, 2023 TO APRIL 30, 2024

(EXCLUDING DIVISION OF PORTS AND HARBORS) *($ 000's)*

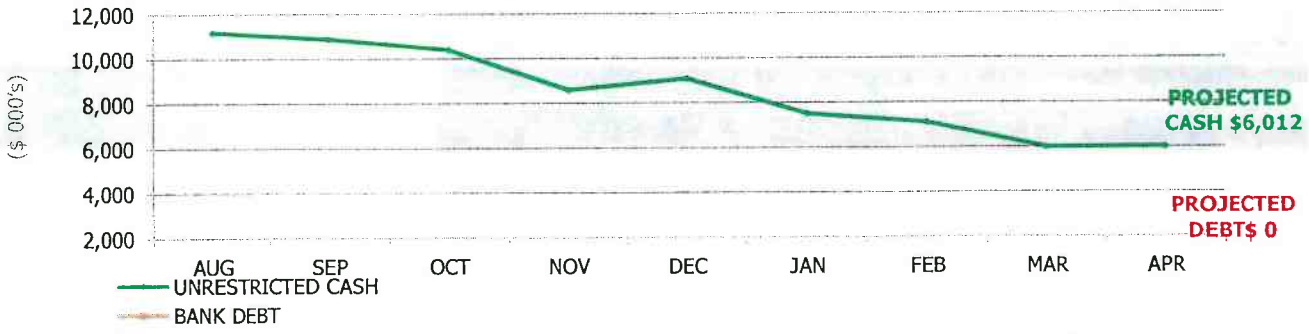
($000's)	AMOUNT
OPENING FUND BALANCE	10,900
SOURCES OF FUNDS	
GRANT AWARDS *(SEE PAGE 4)*	3,385
TRADEPORT TENANTS	8,224
MUNICPAL SERVICE FEE (COP)	2,241
GOLF COURSE FEE AND CONCESSION REVENUES	1,769
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,503
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	193
	17,315
USES OF FUNDS	
OPERATING EXPENSES	10,352
CAPITAL EXPENDITURES- NON-GRANT *(SEE PAGE 5)*	5,665
CAPITAL EXPENDITURES- GRANT *(SEE PAGE 4)*	4,786
MUNICIPAL SERVICE FEE (COP)- NET	1,400
	22,203
NET CASH FLOW	(4,888)
CLOSING FUND BALANCE	6,012

TOTAL FUND BALANCES	BALANCE AT 7-31-2023	BALANCE AT 6-30-2023
UNRESTRICTED	10,900	9,568
DESIGNATED	14	14
TOTAL	10,914	9,582

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 RENEWED ITS REVOLVING LINE OF CREDIT (RLOC) WITH PROVIDENT BANK. THE PRINCIPAL LOAN AMOUNT IS $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	Jul-23	Jul-22
CURRENT INTEREST RATE	7.86%	4.15%

PEASE DEVELOPMENT AUTHORITY
STATEMENT OF CASH FLOW *(EXCLUDING DIVISION OF PORTS AND HARBORS)*

($000's)

CASH FLOW - PDA	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	10,900	11,189	10,892	10,396	8,599	9,100	7,513	7,111	5,990	10,900
SOURCES OF FUNDS										
GRANT AWARDS *(SEE PAGE # 4)*	13	41	106	484	1,517	322	342	270	290	3,385
TRADEPORT TENANTS	935	891	916	937	895	910	940	884	916	8,224
MUNICIPAL SERVICE FEE	147	147	453	147	147	453	147	147	453	2,241
GOLF COURSE	444	360	284	156	61	36	65	90	273	1,769
PORTSMOUTH AIRPORT- (PSM)	79	55	73	32	36	36	32	154	40	537
PSM PAY FOR PARKING	27	18	24	36	37	32	50	87	105	416
PSM FLOWAGE FEES	64	70	75	46	60	34	66	47	88	550
SKYHAVEN AIRPORT	22	23	23	23	20	18	19	23	22	193
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	1,731	1,605	1,954	1,861	2,773	1,841	1,661	1,702	2,187	17,315
USE OF FUNDS										
CAPITAL- GRANT RELATED *(SEE PAGE # 4)*	50	310	797	1,784	420	325	300	300	500	4,786
CAPITAL- NONGRANT *(SEE PAGE 5)*	255	438	557	766	659	570	615	1,310	495	5,665
OPERATING EXPENSES	1,137	1,154	1,096	1,108	1,193	1,133	1,148	1,213	1,170	10,352
MUNICIPAL SERVICE FEE	-	-	-	-	-	1,400	-	-	-	1,400
	1,442	1,902	2,450	3,658	2,272	3,428	2,063	2,823	2,165	22,203
NET CASH FLOW	289	(297)	(496)	(1,797)	501	(1,587)	(402)	(1,121)	22	(4,888)
CLOSING FUND BALANCE	11,189	10,892	10,396	8,599	9,100	7,513	7,111	5,990	6,012	6,012

PEASE DEVELOPMENT AUTHORITY

GRANT REIMBURSEMENT CAPITAL PROJECTS *(EXCLUDING THE DIVISION OF PORTS AND HARBORS)*

($ 000's)

GRANT FUNDED PROJECTS	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
PORTSMOUTH AIRPORT										
ARRIVALS HALL EXPANSION	-	200	300	300	300	300	300	300	300	**2,300**
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	10	10	10	10	10	-	-	-	200	**250**
ALPHA NORTH TAXIWAY DESIGN	40	50	50	50	50	-	-	-	-	**240**
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	377	-	-	-	-	-	-	**377**
SNOW REMOVAL EQUIPMENT (AIP 74)	-	-	-	1,211	-	-	-	-	-	**1,211**
	50	**260**	**737**	**1,571**	**360**	**300**	**300**	**300**	**500**	**4,378**
SKYHAVEN AIRPORT										
WILDLIFE FENCE DESIGN	-	35	35	35	35	-	-	-	-	**140**
TERMINAL PARKING LOT DESIGN	-	15	25	25	25	25	-	-	-	**115**
SNOW REMOVAL EQUIPMENT	-	-	-	153	-	-	-	-	-	**153**
	-	**50**	**60**	**213**	**60**	**25**	**-**	**-**	**-**	**408**
TRADEPORT										
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL GRANT REIMBURSEMENT PROJECTS	**50**	**310**	**797**	**1,784**	**420**	**325**	**300**	**300**	**500**	**4,786**

PEASE DEVELOPMENT AUTHORITY

GRANT RECEIPT AWARDS *(EXCLUDING THE DIVISION OF PORTS AND HARBORS)*

($ 000's)

GRANT AWARDS	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
PORTSMOUTH AIRPORT										
ARRIVALS HALL EXPANSION	-	-	-	-	150	270	270	270	270	**1,230**
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	13	-	20	-	20	-	20	-	20	**93**
ALPHA NORTH TAXIWAY DESIGN	-	-	55	45	-	-	-	-	-	**100**
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	377	-	-	-	-	-	**377**
SRE CARRIER VEHICLE (AIP 74)	-	-	-	-	1,150	-	-	-	-	**1,150**
LOWERY LANE PAVING (AIP 70)	-	41	-	-	-	-	-	-	-	**41**
	13	**41**	**75**	**422**	**1,320**	**270**	**290**	**270**	**290**	**2,991**
	-	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SKYHAVEN AIRPORT										
WILDLIFE FENCE DESIGN	-	-	31	31	31	31	31	-	-	**155**
TERMINAL PARKING LOT DESIGN	-	-	-	31	21	21	21	-	-	**94**
SNOW REMOVAL EQUIPMENT	-	-	-	-	145	-	-	-	-	**145**
	-	**-**	**31**	**62**	**197**	**52**	**52**	**-**	**-**	**394**
TOTAL GRANT RECEIPT AWARDS	**13**	**41**	**106**	**484**	**1,517**	**322**	**342**	**270**	**290**	**3,385**

PEASE DEVELOPMENT AUTHORITY

NON-GRANT CAPITAL EXPENDITURES *(EXCLUDING THE DIVISION OF PORTS AND HARBORS)*

($ 000's)

NON-GRANT CAPITAL PROJECTS	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
TECHNOLOGY/ADMINISTRATION										
OFFICE 365 MIGRATION	-	18	-	-	-	-	-	-	-	**18**
PAYCHEX PAYROLL KIOSKS **	-	5	-	-	-	-	-	-	-	**5**
SERVER UPGRADE-DPH**	-	10	-	-	-	-	-	-	-	**10**
WEBSITE UPGRADES	-	40	-	-	-	-	-	-	-	**40**
	-	73	-	-	-	-	-	-	-	**73**
GOLF COURSE										
COURSE EQUIPMENT	43	-	-	-	-	-	-	140	-	**183**
EVENTS CENTER STUDY**	-	-	-	10	20	20	20	20	20	**110**
VIDEO SURVEILLANCE SYSTEM**	-	-	20	20	-	-	-	-	-	**40**
ICE MACHINES	9	-	-	-	-	-	-	-	-	**9**
IRRIGATION REPAIRS**	-	-	-	-	100	-	-	-	-	**100**
	52	-	20	30	120	20	20	160	20	**442**
PORTSMOUTH AIRPORT										
MOBILE RADIO UPGRADE	-	-	-	20	50	-	-	-	-	**70**
FENCE CONSTRUCTION **	5	-	40	-	-	-	-	-	-	**45**
GENERATOR UPGRADE **	-	-	10	-	-	-	-	-	-	**10**
CBP INFRASTRUCTURE IMPROVEMENTS**	-	-	-	-	-	-	-	-	-	**-**
JETBRIDGE REHAB	-	151	-	-	-	-	-	-	-	**151**
PAY FOR PARKING UPGRADES	-	-	35	-	-	-	-	-	-	**35**
SRE (AIP 69) NON-FUNDED	-	-	-	150	-	-	-	-	-	**150**
PEDESTRIAN SIDEWALKS**	-	-	-	-	-	-	-	-	75	**75**
ARRIVALS HALL EXPANSION-CONSTRUCTION	-	100	200	400	400	400	400	400	400	**2,700**
FLIGHLINE RD PIPE RELOCATION**	-	-	-	-	-	-	-	750	-	**750**
	5	251	285	570	450	400	400	1,150	475	**3,986**
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**
	31	20	-	-	-	-	-	-	-	**51**
SECURITY - PORTSMOUTH AIRPORT										
CCTV SECURITY GATES	-	50	-	-	-	-	-	-	-	**50**
REPLACE BADGING WORKSTATIONS	-	-	-	-		-	90	-	-	**90**
DURESS ALARM SYSTEMS	-	-	-	-	-	-	-	-	-	**-**
TRAINING VIDEO PRODUCTION	-	-	27	-	-	-	-	-	-	**27**
BADGE READER & MEDIA REPLACEMENT	-	-	-	-	89	-	-	-	-	**89**
SECURITY SYSTEM UPGRADE	-	-	-	166	-	-	-	-	-	**166**
	-	50	27	166	89	-	90	-	-	**422**
SECURITY - SKYHAVEN AIRPORT										
	-	-	-	-	-	-	-	-	-	**-**
	-	-	-	-	-	-	-	-	-	**-**
TRADEPORT										
STORMWATER UPGRADES	-	-	25	-	-	-	25	-	-	**50**
HVAC IMPROVEMENTS - 55 INTERNATIONAL	-	44	-	-	-	-	-	-	-	**44**
	-	44	25	-	-	-	25	-	-	**94**
MAINTENANCE										
VEHICLE FLEET REPLACEMENT	-	-	-	-	-	150	80	-	-	**230**
PAINT MACHINE	15	-	-	-	-	-	-	-	-	**15**
BUILDING INFRASTRUCTURE **	-	-	50	-	-	-	-	-	-	**50**
JD DIESEL TRACTORW/TOW BEHIND MOWER	130	-	-	-	-	-	-	-	-	**130**
MOWER REPLACEMENT	22	-	-	-	-	-	-	-	-	**22**
SNOW MELTER/HAUL	-	-	150	-	-	-	-	-	-	**150**
	167	-	200	-	-	150	80	-	-	**597**
TOTAL NON-GRANT CAPITAL PROJECTS	255	438	557	766	659	570	615	1,310	495	5,665

NOTE: **PENDING BOARD APPROVAL

DIVISION OF PORTS AND HARBORS *(UNRESTRICTED FUNDS)*
CASH FLOW SUMMARY OVERVIEW
AUGUST 1, 2023 TO APRIL 30, 2024

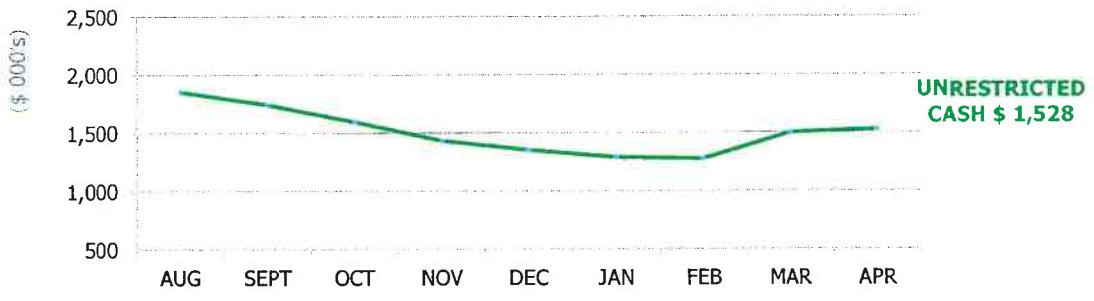
($ 000's)

($000'S)	AMOUNT
OPENING FUND BALANCE	1,953
SOURCES OF FUNDS	
FACILITY RENTALS AND CONCESSIONS	356
FUEL SALES	544
REGISTRATIONS / WHARFAGE	630
MOORING FEES	475
PARKING FEES	57
	2,062
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,283
FUEL PROCUREMENT	538
OPERATING EXPENSES	516
CAPITAL EXPENDITURES AND OTHER	150
	2,487
NET CASH FLOW	(425)
CLOSING FUND BALANCE	1,528

TOTAL FUND BALANCES	BALANCE AT 7/31/23	BALANCE AT 06/30/23
UNRESTRICTED FUNDS	1,953	1,931
DESIGNATED FUNDS	168	445
	2,121	2,376

CASH FLOW PROJECTION SENSITIVITIES INCLUDE: 1)ACCURACY OF CAPITAL EXPENDITURES FORECAST AND USE OF HARBDOR DREDING AND PIER MAINTENANCE FUNDS 2) FUEL CONSUMPTION AND 3) CONTINUED OVERSIGHT OF OPERATING EXPENSES

PROJECTED UNRESTRICTED CASH BALANCES



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

($000's)

CASH FLOW - DPH	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	**1,953**	**1,852**	**1,743**	**1,597**	**1,434**	**1,352**	**1,289**	**1,275**	**1,499**	**1,953**
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	33	38	42	42	37	31	34	52	47	**356**
FUEL SALES	140	93	67	46	37	34	34	42	51	**544**
MOORING FEES	-	-	-	-	-	-	100	275	100	**475**
PARKING FEES	32	13	6	-	-	-	-	1	5	**57**
REGISTRATIONS / WHARFAGE	70	70	70	70	70	70	70	70	70	**630**
	275	214	185	158	144	135	238	440	273	**2,062**
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	156	149	154	136	146	129	127	142	144	**1,283**
FUEL PROCUREMENT	112	120	121	87	30	19	19	19	11	**538**
UTILITIES	16	13	10	10	13	13	18	17	30	**140**
GENERAL AND ADMINISTRATIVE	15	14	12	11	10	10	11	11	12	**106**
BUILDINGS AND FACILITIES	20	20	20	20	20	20	20	20	40	**200**
PROFESSIONAL SERVICES	7	7	14	7	7	7	7	7	7	**70**
CAPITAL EXPENDITURES AND OTHER	50	-	-	50	-	-	50	-	-	**150**
	376	323	331	321	226	198	252	216	244	**2,487**
NET CASH FLOW	(101)	(109)	(146)	(163)	(82)	(63)	(14)	224	29	**(425)**
CLOSING FUND BALANCE	**1,852**	**1,743**	**1,597**	**1,434**	**1,352**	**1,289**	**1,275**	**1,499**	**1,528**	**1,528**

DIVISION OF PORTS AND HARBORS *(RESTRICTED FUNDS)*
CASH FLOW SUMMARY OVERVIEW
AUGUST 1, 2023 TO APRIL 30, 2024

($ 000's)

HARBOR DREDGING FUND

($ 000's)	AMOUNT
OPENING FUND BALANCE	**255**
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	**135**

REVOLVING LOAN FUND

($ 000's)	AMOUNT
OPENING FUND BALANCE	**205**
SOURCES OF FUNDS	
LOAN REPAYMENTS	99
INTEREST INCOME-LOANS	30
INTEREST INCOME-FUND BALANCE	-
	129
USES OF FUNDS	
NEW LOANS PROJECTED	192
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	13
	211
NET CASH FLOW	(82)
CLOSING FUND BALANCE	**123**

FOREIGN TRADE ZONE

($ 000's)	AMOUNT
OPENING FUND BALANCE	**3**
SOURCES OF FUNDS	
FACILITY RENTALS	10
ALL OTHER	-
	-
	10
USES OF FUNDS	
GENERAL AND ADMINISTRATIVE	2
PROFESSIONAL SERVICES	-
OTHER	6
	8
NET CASH FLOW	2
CLOSING FUND BALANCE	**5**

TOTAL FUND BALANCES	BALANCE AT 7/31/23	BALANCE AT 06/30/23
HARBOR DREDGING	255	248
REVOLVING LOAN FUND	205	194
FOREIGN TRADE ZONE	3	3
	463	**445**

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations and to enter into a contract with Enel X North America, Inc., for energy consulting services; all in accordance with the memorandum of Suzy Anzalone, Director of Finance, dated July 26, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Enel X North America, Inc., is the approved energy consultant for the State of New Hampshire.

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

N:\RESOLVES\2023\Electricity (8-17-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

Memorandum

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Date: July 26, 2023

Subject: Energy Procurement and Consulting Services

The PDA's previous electricity supply contract ended in October, 2022. Since that time, PDA's electricity supply cost has been 'floating' at market rates. With continued volatility expected in the energy market, the PDA should consider entering into another fixed price contract for electricity supply.

To assist with the process of securing an electricity supplier, I recommend the PDA enter into a contract with an energy consultant who can assist the PDA through the procurement process. This past January, the State of New Hampshire selected Enel X North America, Inc. ("Enel") as its energy consultant. I recommend that the PDA also enter into a contract with Enel. Enel will charge the PDA the same fee (0.0006 $/kWh) as the State.

At the August 17th PDA Board of Directors' meeting, please ask the board to waive the RFP requirement and allow the PDA to enter into a consulting agreement with Enel X North America, Inc. for energy consulting services.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, Executive Director PEB

DATE: August 7, 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: Veteran's Count
   License: Right of Entry
   Location: Corporate Apron at 120 Aviation Avenue, Portsmouth International Airport at Pease
   Purpose: Hosting the "On the Tarmac" fundraising event
   Term: Thursday, September 7, 2023, at 7:00 a.m. through Saturday, September 9, 2023 at 5:00 p.m.

2. Name: New Hampshire Air National Guard
   License: Right of Entry
   Location: North Ramp on Pease Development Authority
   Purpose: In preparation of September 2023 Airshow
   Term: Tuesday, August 8, 2023 through Monday, August 14, 2023

3. Name: ATDG, LLC
   License: Right of Entry
   Location: 360 Corporate Drive
   Purpose: Site Inspection Purposes
   Term: Through August 18, 2023

4. Name: 165 Arboretum, LLC
   License: Right of Entry
   Location: 165 Arboretum Drive
   Purpose: Site Inspection Purposes
   Term: Through November 30, 2023

5. Name: IAPP
License: Right of Entry
Location: 14 Aviation Avenue (Old Pan Am Lot)
Purpose: For the purpose of parking vehicles
Term: August 24, 2023 through August 25, 2023

6. Name: Pease Aviation Partners, LLC (dba Million Air)
License: Right of Entry
Location: 53 Exeter Street
Purpose: Site Inspection Purposes
Term: Through October 31, 2023

7. Name: City of Portsmouth Police Department
License: Right of Entry
Location: Hangar 227
Purpose: Air Show Command Center
Term: September 7, 2023 through September 11, 2023

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

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

June 23, 2023

rmason55@comcast.net
Richard Mason, Logistic Chair
Veterans Count
3 Suzanne Drive
Portsmouth, NH 03801

Re: Right of Entry for Use of Corporate Apron at 120 Aviation Avenue for the "On the Tarmac" Fundraising Event, September 8, 2023

Dear Mr. Mason:

This letter will authorize Veterans Count to utilize the Corporate Apron at 120 Aviation Avenue, Portsmouth International Airport at Pease ("PSM") as shown on the attached **Exhibit A** (the "Premises") for the purposes of hosting the "On the Tarmac" fundraising event, including setup and breakdown of the event. Use of the area will be from September 7, 2023 to September 9, 2023, specifically September 7, 2023 (7:00 a.m. - 7:00 p.m.), September 8, 2023 (7:00 a.m. – 11:59 p.m.) and September 9, 2023 (7:00 a.m. – 5:00 p.m.). The privileges granted under this Right of Entry will expire at the conclusion of use or 5:00 p.m. on September 9, 2023, whichever is first, unless otherwise extended by agreement of Veterans Count and Pease Development Authority ("PDA"). This authorization is conditioned upon the following:

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

2. Veterans Count's understanding and acknowledgement that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at

will by PDA or terminated at will and that PDA need not state a reason for any such revocation or 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. Veterans Count's understanding and agreement that all employees, agents, contractors and/or volunteers are subject to a TSA background check prior to the event. Veterans Count shall provide PDA will a complete application for every individual who will require airfield access seven (7) days prior to the first day of the event.

4. Veterans Count and any agent of Veterans Count providing to the PDA satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars ($1,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured and evidence of workers compensation coverage to statutory limits.

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

5. Veterans Count's agreement that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and assumption of full responsibility for the removal of vehicle(s) left on the Premises after the of use.

6. Veterans Count's agreement that it will provide volunteers to assist guests in parking vehicles, and ensure that all vehicles be parked a minimum of 15 feet away from the Airport perimeter fence.

7. Veterans Count's agreement to obtain all permits and/or approvals necessary for any work referenced herein. All work referenced herein shall be done accordance with the plans submitted to and approved by the PDA.

8. Veterans Count's agreement that 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 Veterans Count's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. Veterans Count'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.

Re: Right of Entry for Use of Corporate Apron at 120 Aviation Avenue for the "On the Tarmac" Fundraising Event, September 8, 2023

Please indicate by your signature below Veterans Count's consent and agreement to the terms and conditions of this Right of Entry and return the same to me with evidence of insurance.

Very truly yours,

Paul E. Brean,
Executive Director

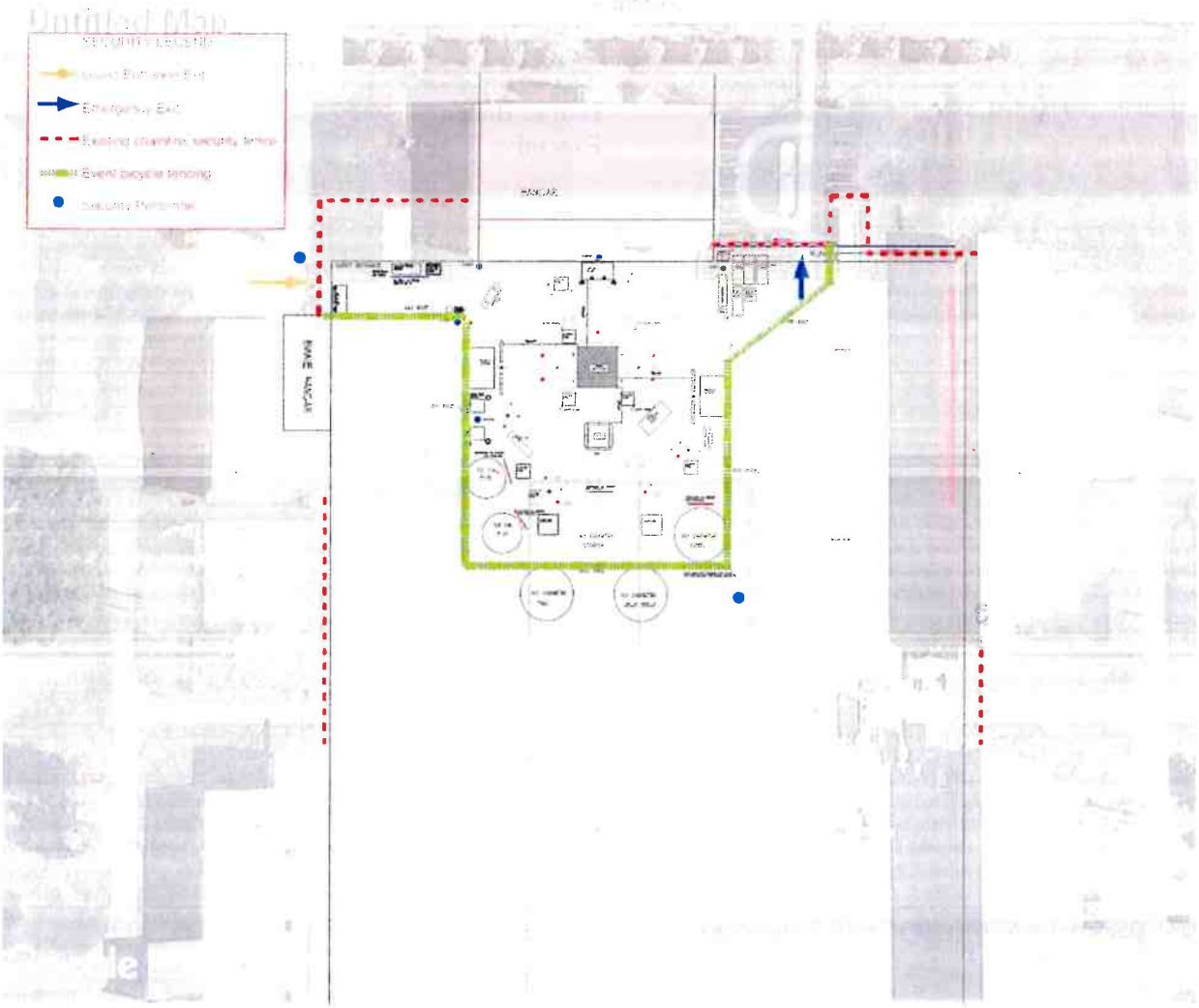
Agreed and accepted this 5.00 day of July, 2023

Veterans Count

By: DocuSigned by: Pamela Hawkes
Print Name: Pamela Hawkes
Its Duly Authorized: CDO

Re: Right of Entry for Use of Corporate Apron at 120 Aviation Avenue for the "On the Tarmac" Fundraising Event, September 8, 2023

EXHIBIT "A"



Live Free or Die

NEW HAMPSHIRE AIR NATIONAL GUARD
HEADQUARTERS 157TH AIR REFUELING WING
PEASE AIR NATIONAL GUARD BASE NEW HAMPSHIRE

6 July 2023

MEMORANDUM FOR PEASE DEVELOPMENT AUTHORITY
MAJOR ACCIDENT RESPONSE EXERCISE PARTICIPANTS

FROM: NH AIR NATIONAL GUARD AT PEASE

SUBJECT: NH Air National Guard Disaster Response Exercise

1. **The New Hampshire Air National Guard will conduct a Major Accident Response Exercise (MARE) on the North Ramp on Pease Development Authority Property from 8-14 August 2023 between 8 AM and 5 PM as part of preparation for the September 2023 Airshow and also as required by Air Force Instruction 10-1004 Chapter 10. This memorandum serves as an understanding between Exercise participants and the Pease Development Authority.**

2. The term "Participants" for purposes of this memorandum refer to any person who, by nature of their normal mishap response duties, will be on the exercise site referred to by this memorandum. All participants for this event will be military members of the New Hampshire Air National Guard 157th Air Refueling Wing or civilian employees employed at Pease Air National Guard Base, with the exception of four additional agencies: the Town of Newington Fire Department and Police Department and the Town of Portsmouth Fire Department and Police Department.

3. The participants will incur no financial obligation to use the property.

4. The NHANG will ensure the following:

    a. Participants are limited to the minimum number of individuals required to fulfill their mishap response duties in support of the exercise and to provide beneficial training as an effective means of Air Show preparation.

    b. Only motorized equipment that can safely operate on the paved surfaces and fit on the property will be used for the MARE.

    c. Any other equipment must be able to be hand carried onto the designated area.

    d. All equipment, training items, and any waste generated will be removed at the completion of the Exercise. The intent of this memorandum is the participants will "leave no trace" at the conclusion of the event and return the property to the condition it existed at the commencement of the event.

5. Liability

    a. Dependent upon the responsible party, claims for damage(s) shall be addressed in accordance with NH RSA Chapter 541-B (Claims against the State) or the 28 USC §2671 et seq. (Federal Tort Claims Act)/ 32 USC §715 (National Guard Claims Act).

b. In the event that any third party notifies the PDA that it intends to file a claim or is considering filing a claim against the NHANG for any activity covered by this memorandum, the PDA will direct such third paiiy to the New Hampshire National Guard, attention Office of the Staff Judge Advocate, 1 Minuteman Way, Concord, NH 03301. Nothing in this memorandum of agreement is intended or shall be construed as an assumption of liability by the United States, the NHANG, the PDA, or the State of New Hampshire.

c. The NHANG expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Participants' and their employees, agents, patrons, contractors, or invitees use of the property, or the conduct of activities or the performance of responsibilities under this agreement.

6. The property is provided "as-is" with no representations made about the suitability of the property for the intended use by the Participants.

7. Please direct any questions to the Pease Air National Guard Chief of Safety, Lt Col Walter Hale (603) 430-2345 or (603) 570-8701.

New Hampshire Air National Guard

Dated: 7/21/2023

By: HALE.WALTER.ALVIN.IV.1240768697 Digitally signed by HALE.WALTER.ALVIN.IV.1240768697 Date: 2023.07.21 08:34:15 -04'00'

WALTER A. HALE IV, Lt Col, USAF
Chief of Safety, 157 ARW

Pease Development Authority

Dated: 7/20/23

By: _____

Paul E. Brean
Executive Director

Exhibit Depicting Right of Entry at PSM North Apron DESIGNED BY: MRM DATE: 7/7/23 SCALE: NTS

PEASE DEVELOPMENT AUTHORITY 55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

June 28, 2023

Alexander Slocum, MD
ATDG, LLC
7 Sinclair Drive
Exeter, NH 03833

Re: Right of Entry — 360 Corporate Drive
Pease International Tradeport, Portsmouth, NH

Dear Dr. Slocum,

This letter authorizes an extension of the Right of Entry dated February 22, 2023, issued by the Pease Development Authority ("PDA") to ATDG, LLC ("ATDG"), to allow ATDG and/or its agents and contractors to enter upon the premises shown on Exhibit A of the Right of Entry (the "Premises"), to August 18, 2023. Pursuant to this extension, the Right of Entry will expire at the close of business on August 18, 2023 unless otherwise extended by written agreement of ATDG and the PDA. All other terms of the Right of Entry shall remain in full force and affect.

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

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this 29th day of June, 2023.

ATDG, LLC

By:
Print Name: Alexander H. Slocum, Jr.
Its Duly Authorized: Manager

P:\ROE extension\ATDG 360 Corporate Drive (3-1-2023 through 8-18-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

June 30, 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 July 1, 2023 through November 30, 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 November 30, 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.

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.

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 30th day of June, 2023.

165 ARBORETUM, LLC

By: _____
Print Name: Ryan Plummer
Its Duly Authorized: Manager

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

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

July 27, 2023

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
75 Rochester Ave., Suite 4
Portsmouth, NH 03801

Re: Right of Entry – 14 Aviation Ave
Pease International Tradeport, Portsmouth, NH

Dear Mr. Moulton:

This Right of Entry will authorize the International Association of Privacy Professionals, Inc., members, officers, agents, servants or employees, or others who may be on the property at their invitation or the invitation of any one of them and their agents (collectively the "IAPP") to enter upon the parking lot (Old Pan Am Hangar Lot) at 14 Aviation Avenue, Portsmouth, NH 30801 (the "Premises") as shown on Exhibit A for August 24, 2023 for the purpose of parking 70+/- vehicles in connection with a company event during the term of the Right of Entry and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at end of day on August 25, 2022.

This authorization is conditioned upon the following:

1. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of IAPP.

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

4. IAPP expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

5. IAPP, and any agent or contractor of IAPP on the premises providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars ($2,000,000.00), naming the Pease Development Authority as additional insured.

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

6. IAPP's agreement herein that the Premises will be used on an "as is" condition.

7. IAPP's agreement to leave the Premises in the same or better condition as existed at the time of the event.

8. IAPP's agreement to be responsible for snow removal during the term of this Right of Entry, if required.

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

Very truly yours,

Paul E. Brean
Executive Director

PEB/rao

Re: Right of Entry – 14 Aviation Ave
Pease International Tradeport, Portsmouth, NH

Agreed and accepted this 27th day of July, 2023

INTERNATIONAL ASSOCIATION OF PRIVACY PROFESSIONALS

By: _____
Print Name: Bita Heimes
Print Title: General Counsel

Re: Right of Entry –
Pease International Tradeport, Portsmouth, NH

EXHIBIT "A"

PREMISES

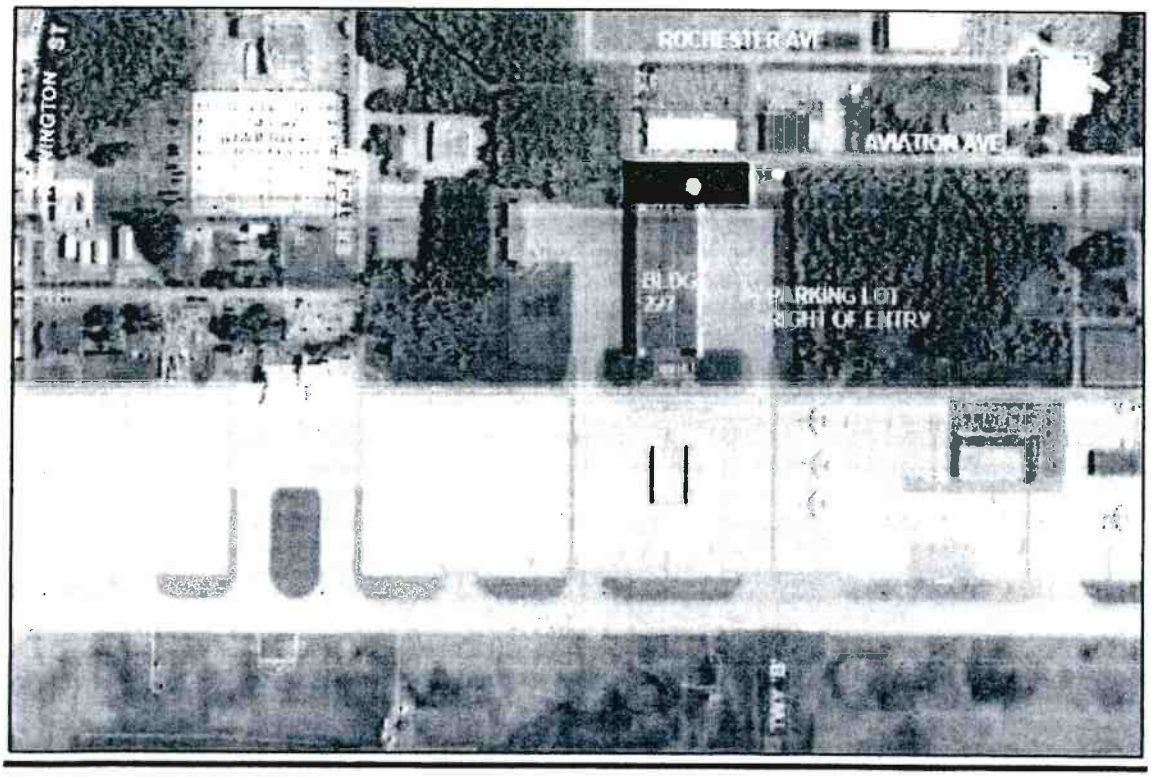


EXHIBIT "A" - IAPP RIGHT OF ENTRY 14 AVIATION AVE

DESIGNED BY: MCR DATE: 07/27/2023 SCALE: 1"=500'

PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE (PSM)

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

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

July 24, 2023

Via E-mail: csuma@millionair.com
Charles Suma, COO
Pease Aviation Partners, LLC
7555 Ipswich
Houston, Texas 77061

Re: Right of Entry – 53 Exeter Street
Portsmouth International Airport at Pease ("PSM")

Dear Mr. Suma:

This Right of Entry ("ROE") will authorize Pease Aviation Partners, LLC (d/b/a Million Air) ("Million Air") and/or its agents to enter upon the premises at 53 Exeter Street as more particularly shown on **Exhibit A** attached hereto and incorporated herein, (the "Premises"). Million Air is granted the right to access the Premises commencing on July 24, 2023 through October 31, 2023 for the purpose of conducting, at its sole risk, an inspection of the Premises with respect to the suitability of the use of the site for aeronautical development in connection with Million Air's proposed aviation related activities at PSM. Such inspection may include a review of environmental matters, geological survey / testpitting, general site conditions, and any other inspection or evaluation of the Premises deemed reasonably necessary. This ROE will expire at end of day on October 31, 2023, unless otherwise extended by agreement of Million Air and Pease Development Authority (PDA).

This authorization is conditioned upon the following:

1. Million Air providing PDA, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter or summary with respect to conditions found at the Premises;

2. Million Air'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. Million Air expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Million Air's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Million Air further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees

arising out of Million Air's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. Million Air agrees to provide PDA with satisfactory evidence that Million Air's insurance covers Million Air and any of its agent and/or contractors for the operations designated in the terms of this ROE. Said insurance shall include: a) comprehensive general liability insurance to a limit of not less than Two Million Dollars ($2,000,000), naming the PDA as additional insured; b) automobile liability insurance coverage in the amount of $1,000,000.00; and c) 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 Million Air 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) if obtainable, an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (iii) provide that the insurer shall have no right of subrogation against the PDA; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by PDA.

4. Million Air obtaining the prior written consent of the Engineering Department of the PDA before conducting any testing of existing infrastructure which is on site or any drilling, testpitting, borings or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

5. Million Air's agreement to ensure that its agents and contractors comply with all PSM Airport security requirements and that it inform PDA's Airport Management Department when contractors will be on site conducting work authorized under this ROE. Million Air understands and agrees that the Premises is located within the Airport Security Identification Display Area ("SIDA"). Individuals may not enter or remain within the SIDA without a qualified escort. Designated representatives of the Million Air will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the Million Air to gain access to and remain on the Premises. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the Premises, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks, and pay any applicable fees. Information regarding escort requirements and training classes can be obtained by calling the Airport Operations Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee, or agent of Million Air will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program.

6. Million Air's agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this ROE.

7. Million Air'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. Million Air acknowledges and agrees that, except as otherwise set forth herein, no legal interests in the Premises shall accrue to Million Air with respect to the Premises.

8. Million Air's agreement that this ROE; (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.

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

Sincerely,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of _____, 2023

Pease Aviation Partners, LLC
(d/b/a Million Air)

By:_____
Print Name:_____
Its Duly Authorized:_____

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Michael R. Mates, P.E. – Director of Engineering
Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance
Chasen Congreves, Director of Operations

Re: Right of Entry – 53 Exeter Street
Portsmouth International Airport at Pease ("PSM")

EXHIBIT A

PREMISES

Million Air Right of Entry at PSM

DESIGNED BY: MRM DATE: 7/21/23 SCALE: 1"=200'±

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

August 7, 2023

Chief Mark Newport
Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801

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

Dear Chief Newport:

This Right of Entry will authorize the City of Portsmouth Police Department ("COPPD"), along with its mutual aid partners, to enter upon a portion of the above referenced Premises (see Exhibit A) for the purpose of staging a command operations center for the "Thunder Over New Hampshire Air Show," at the Portsmouth International Airport at Pease and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall be valid through from September 7, 2023 through September 11, 2023 provided that COPPD has completed the Airport Security Identification Display Area ("SIDA") requirements as outlined in Paragraph 8. This Right of Entry shall terminate on September 11, 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; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.

1. The COPPD understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked or terminated at will by PDA and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

2. COPPD understands and acknowledges that COPPD shall coordinate with the Pease Development Authority Airport Management Department for use of the Premises.

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 the

COPPD'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.

4. COPPD'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, damage to property, bodily 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. COPPD expressly waives all claims against the Pease Development Authority for any such loss, damage, bodily injury, or death caused by or occurring as a consequence of COPPD's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. COPPD 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 attorneys' fees arising out of COPPD's use of the Premises or any activities conducted or undertaken by it in connection with or pursuant to this authorization subject, however, to the extent of available insurance coverage afforded to the COPPD.

5. COPPD, expressly waives all claims against PDA for any such loss, damage, bodily injury, or death caused by or occurring as a consequence of COPPD's possession and/or use of the Premises or the conduct of activities or the performance of responsibilities by it under this Right of Entry.

6. Notwithstanding the preceding provisions of set forth in Sections 4 and 5, COPPD shall be under no obligation to PDA in respect to such matters described above in existence prior to the effective date of this ROE, or caused solely by the negligence of PDA, its officers, agents, or employees.

7. COPPD and any agent or contractor of COPPD providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars ($1,000,000.00) per occurrence, naming the Pease Development Authority as 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) to the extent obtainable, 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; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability coverage required to be carried by COPPD shall be primary and non-contributory with respect to any liability coverage carried by the Pease Development Authority.

8. Hangar 227 is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the COPPD will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the COPPD to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing Hangar 227, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 4:00 p.m. No representative, employee or agent of the COPPD will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the COPPD to the terms of this Right of Entry and return the same to me in advance of commencement of the term.

Sincerely,

Paul E. Brean
Executive Director

Agreed and accepted this ___ day of _____, 2023

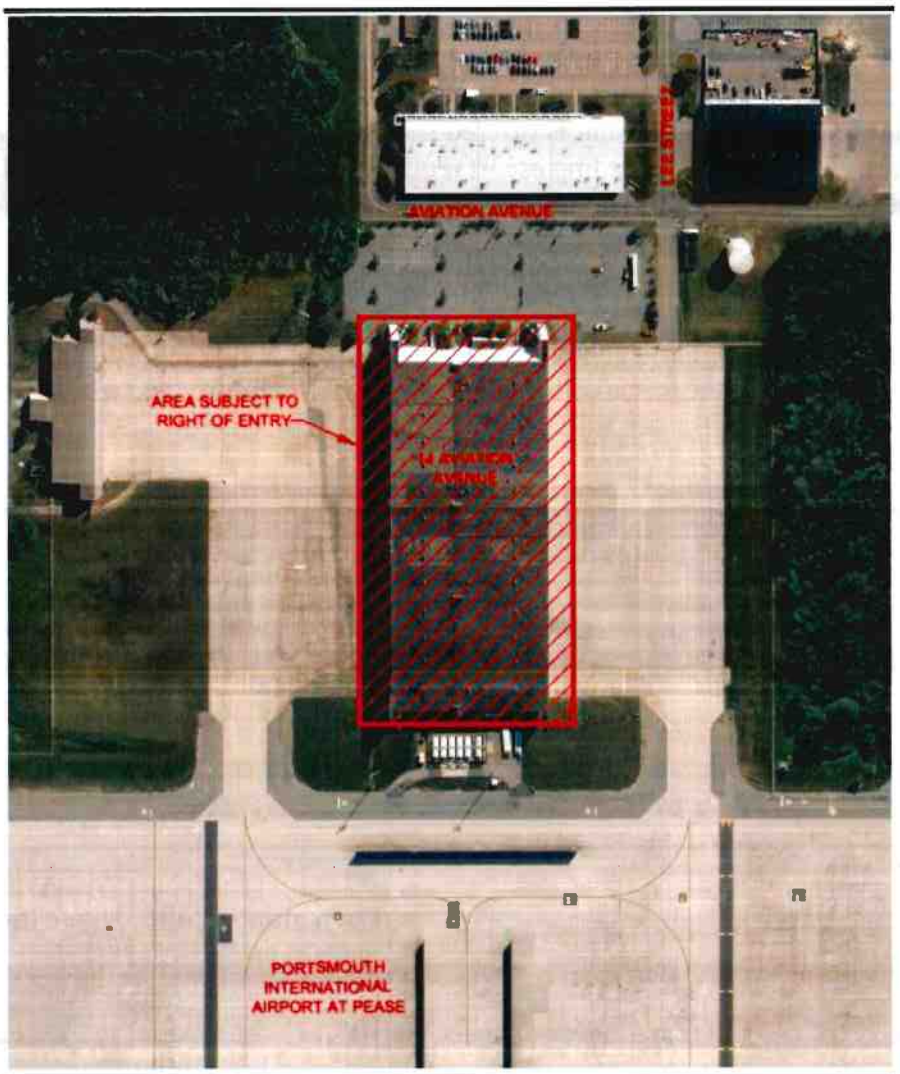
Portsmouth Police Department

By: _____
Duly Authorized
Print Name:_____
Title:_____

cc: Anthony I Blenkinsop, Deputy Director / General Counsel

EXHIBIT A

PREMISES



PROJECT: 14 Aviation Ave Right of Entry DESIGNED BY: MRM DATE: 8/26/21 SCALE: 1"=200'±

PEASE DEVELOPMENT AUTHORITY 55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, Executive Director PEB

DATE: August 7, 2023

SUBJECT: Lease Report

****

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

1. Tenant: Pirouette Medical, Inc.
   Space: 200 International Drive (Suite # 175 / 180)
   Use: Business and professional office, light industrial, and manufacturing uses, which must conform to the uses authorized by the Pease Development Authority and for no other uses without Lessee's and PDA's prior written consent
   Term: Five (5) Years with one (1) five (5) year option to renew

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.

P:\BOARDMTG\2023\Lease Report 8-17-23.doc

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director
Date: August 7, 2023
Re: Sublease between 200 International Limited Partnership and Pirouette Medical Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease at 200 International Drive between 200 International Limited Partnership ("TIG") for the following tenants:

A. Tenant: Pirouette Medical Inc.
Space: 7,961 square feet
Use: Business and professional office, light industrial, and manufacturing uses, which must conform to the uses authorized by the Pease Development Authority and for no other uses without Lessee's and PDA's prior written consent
Term: For a term of five (5) years beginning June 1, 2023 with one (1) five (5) year option to renew

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

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

1. The use of the Subleased Premises associated with the sublease is permitted under the original sublease;

2. The sublease is consistent with the terms and conditions of the original Lease;

3. The original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and

4. The proposed Sublessee is financially and operationally responsible.

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

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

P:\TWOINTL\200 International\Board\Board memo re-Pirouette Medical Inc. (8-17-23).docx

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 200 International Limited Partnership ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 200 International Drive at Pease International Tradeport on April 5, 2001, as amended (the "Lease").

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

1. the use of the Leased Premises associated with the sublease is permitted under the original Lease;

2. the sublease is consistent with the terms and conditions of the original Lease;

3. the original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and

4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately 7,961 square feet of the Leased Premises at **200 International Drive (Suite #175/180)** to **Pirouette Medical, Inc.** ("**Sublessee**"), a New Hampshire limited liability company authorized to do business in New Hampshire.

D. The proposed sublease to **Sublessee** is for business and professional office, light industrial, and manufacturing uses, which must conform to the uses authorized by the Pease Development Authority and for no other uses without Lessee's and PDA's prior written consent.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **Sublessee** for approximately 7,961 square feet within the Leased Premises.

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

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

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

This Notice of Consent is executed, effective this 17 day of July, 2023 by the Pease Development Authority, and conditioned upon the acceptance by the Lessee as noted by the signature below.

PEASE DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

AGREED AND ACCEPTED BY:

200 INTERNATIONAL LIMITED PARTNERSHIP

6/26/2023
Date

By: _____
Its: Co-Manager

P:\TWOINTL\200 International\Consents\NOC Pirouette medical Inc..docx

EXHIBIT A

SUBLEASED PREMISES

SUBLEASE

BETWEEN

200 INTERNATIONAL, LIMITED PARTNERSHIP

AS
"SUBLESSOR"

AND

PIROUETTE MEDICAL INC.

AS
"SUBLESSEE"

200 INTERNATIONAL DRIVE

SUITE #175/180

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ~~MAY 2~~ June 2, 2023

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Parker:

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

a. approves and authorizes the Executive Director to execute a Consent of Sublessor and Agreement Concerning Assignment Of Sublease ("Consent") by and between PDA, Seacoast Newspapers, Inc., and 111 New Hampshire LLC, a New Hampshire Limited Liability Company, for the premises located at 111 New Hampshire Avenue; and

b. approves and authorizes the Executive Director to execute Lease Amendment No. 2 to the Lease to delete Section 2A.8. Transportation Infrastructure Improvement Fee; and

c. approves and authorizes such other action(s) and the execution of such other document(s) as shall be necessary or advisable to implement the transaction;

all as more fully described in the memorandum of Paul E. Brean, Executive Director, dated August 11, 2023, attached hereto, and incorporated herein.

N:\RESOLVES\2023\Seacoast Newspapers Inc. to 111 NH LLC (111 NH Ave)-Assignment & Assumption of Lease (8-17-2023).docx

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul Brean, Executive Director

Date: August 11, 2023

Re: 111 New Hampshire Avenue

Seacoast Newspapers, Inc. ("Seacoast"), PDA's tenant and the owner of an approximately 75,000 square foot building at 111 New Hampshire Avenue, has made the building available for sale. Seacoast entered into a purchase and sales agreement with Kaneco Acquisitions LLC, a New Hampshire limited liability company with a mailing address of 210 Commerce Way, Suite 300, Portsmouth, New Hampshire, 03801. Kaneco Acquisitions LLC intends to assign its rights under the purchase and sales agreement to 111 New Hampshire LLC ("111 NH"), a New Hampshire limited liability company, also with a mailing address of 210 Commerce Way, Suite 300, Portsmouth, New Hampshire, 03801. The sponsors of 111 NH are Michael J. Kane and John M. Kane. With the sale of the building, Seacoast intends to assign its lease with the PDA to 111 NH. A copy of the assignment is attached. The assignment of the lease requires the consent of the PDA Board of Directors. 111 NH intends to utilize the leasehold consistent with the permitted uses under the lease. Should that change, a lease amendment, subject to Board approval, would be necessary. Given 111 NH sponsors familiarity with the Tradeport and commercial development and leasing in the New Hampshire seacoast region, I support this assignment.

By way of some additional background, the lease of 111 New Hampshire Avenue began in December 2005, with a base term of 30 years, and four 5 year extension options, for a maximum term of 50 years. The Lease was amended earlier this year via Lease Amendment No. 1, to adjust the permitted uses when Optima Dermatology became a subtenant of Seacoast. 111 NH has requested Lease Amendment No. 2 to delete Section 2A.8. Transportation Infrastructure Improvement Fee from the Lease. Given the PDA Board voted a number of years ago to no longer enforce this fee against PDA tenants, staff supports this request. A copy of Section 2A.8. is attached.

In order to facilitate the sale of the building at 111 New Hampshire Avenue, at the Board Meeting on August 17, 2023, I ask that the Board:

1. Authorize and approve execution of a Consent of Sublessor and Agreement concerning Assignment of Sublease ("Consent") by and between PDA, Seacoast, and 111 NH for the premises located at 111 New Hampshire Avenue, on substantially similar terms and conditions contained in the draft Consent attached hereto; and

2. Authorize and approve Lease Amendment No. 2 to the Lease to delete Section 2A.8. Transportation Infrastructure Improvement Fee, on substantially similar terms and conditions contained in the draft Amendment attached hereto; and

3. Authorize and approve such other action(s) and the execution of such other document(s) as shall be necessary or advisable to implement the transaction contemplated in this Memorandum.

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this "**Agreement**") is made and entered into this _____day of August, 2023 (the "**Effective Date**") by and between Seacoast Newspapers, Inc., a New Hampshire corporation having a principal mailing address of 7950 Jones Branch Drive, McLean, VA 22107 ("**Seacoast**") and 111 New Hampshire LLC, a New Hampshire limited liability company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801 ("**111 NH**") (Seacoast and 111 NH are collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, Seacoast as Lessee, and Pease Development Authority, as Lessor entered into a certain Lease dated December 23, 2005, (the "**Lease**") for property located at 111 New Hampshire Avenue, Pease International Tradeport, Portsmouth, Rockingham County, New Hampshire, consisting of 435,600 square feet (approximately 10.00 acres), on which Seacoast constructed an approximately 77,022 square foot building with improvements (the "**Property**"). Notice of which Sublease is recorded at the Rockingham County Registry of Deeds at Book 4613, Page 1338; and

WHEREAS, Seacoast and Kaneco Acquisitions LLC, a New Hampshire limited liability company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801, have entered into a certain Purchase and Sales Agreement dated June 1, 2023, as amended, whereby Kaneco Acquisitions, LLC has the right to acquire Seacoast's right, title, and interest in the Property and the Lease (the "**Purchase Agreement**");

WHEREAS, Kaneco Acquisitions LLC, has assigned all of its right title and interest in the Property and the Lease (the "**Premises**") to its affiliate, 111 NH; and

WHEREAS, Seacoast wishes to assign to 111 NH, and 111 NH wishes to assume from Seacoast, all rights and obligations of Seacoast under the Lease subject to the terms and conditions of the Purchase Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Seacoast, in accordance with the provisions of Article 19 of the Lease, does hereby grant, convey, assign, transfer, and set over unto 111 NH, effective as of the Effective Date all of Seacoast's right, title and interest in, under and to the Lease, which assignment 111 NH hereby accepts.

2. **Assumption**. 111 NH hereby accepts the foregoing assignment and, in consideration thereof, 111 NH hereby covenants and agrees that, on and after the Effective Date, 111 NH shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Lease that arise on and after the Effective Date and are to be observed, performed and fulfilled by the lessee named therein on and after the Effective Date in the same manner and to the same extent as if 111 NH were the lessee named therein.

3. **Indemnity**. Seacoast agrees to indemnify, protect, defend and hold harmless 111 NH from and against any and all liabilities, claims, demands, actions, losses, costs and expenses (including reasonable attorneys' fees and cots) arising out of or relating to Seacoast's failure to perform any of Seacoast's obligations that accrued pursuant to the Lease prior to the Closing Date.

111 NH agrees to indemnify, protect, defend and hold harmless Seacoast from and against any and all liabilities, claims, demands actions losses, costs and expenses (including reasonable attorneys' fees and costs) arising out of relating to 111 NH's obligations that accrued pursuant to the Lease on or after the Closing Date.

Pease Development Authority is intended to be and is a third-party beneficiary of the above referenced indemnities and such other covenants and agreements as are contained herein.

4. **Contingency**. The parties' obligations hereunder shall only commence if and when all of the obligations, conditions, terms and provisions of the Purchase Agreement have been fulfilled and satisfied and/or the transaction contemplated therein has closed, at which time the parties shall provide written notice of the closing to the Pease Development Authority. If the Purchase Agreement has not been so satisfied and/or closed, 111 NH shall have no further obligation under the Lease, and the parties shall have no further obligation under this Assignment and Assumption of Lease.

5. **Successors and Assigns**. Subject to the provisions of the Lease and any required consent or approval of the PDA, this Agreement and all covenants and agreements contained herein as well as all other documents provided for herein shall be binding upon the inure to the benefit of the Parties hereto and their respective successors and assigns.

6. **Further Action**. The Parties each agree to execute such notices, directions, instruments, and documents, and to take such other actions as the other reasonably requests to effectively ensure that the requesting party has the benefit of the transfers and transactions provided or and contemplated herein including prompt forwarding of all funds, documents, and instruments received in respect to the Lease after the date hereof.

[Signatures on following pages.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed as of the date first above written and that the Parties' respective signatories, whose signatures appear below, have been and are on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

Seacoast Newspapers, Inc.,
a New Hampshire corporation

By:_____
Name:
Title:

STATE OF _____
COUNTY OF _____

On this the _____ day of _____, 2023, personally appeared the above-named _____, as _____, of Seacoast Newspapers Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained as such _____of Seacoast Newspapers Inc. and on behalf of the said limited liability company, before me.

_____
Print Name:
Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to 111 New Hampshire Avenue Assignment and Assumption of Sublease]

111 New Hampshire LLC,
a New Hampshire limited liability company

By:_____
Name: Michael J. Kane
Title: Manager

STATE OF _____
COUNTY OF _____

On this the ___ day of _____, 2023, personally appeared the above-named Michael J. Kane, as Manager, of 111 New Hampshire LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as Manager of 111 New Hampshire LLC for the purposes therein contained on behalf of the said limited liability company, before me.

_____
Print Name:
Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to 111New Hampshire Avenue Assignment and Assumption of Sublease]

CONSENT OF LESSOR AND AGREEMENT CONCERNING ASSIGNMENT OF LEASE

THIS CONSENT AND AGREEMENT (the "Agreement") effective this _____day of August, 2023 (the "Effective Date") by and between **Pease Development Authority**, an agency of the State of New Hampshire created pursuant to RSA Chapter 12-G, having a principal mailing address of 55 International Drive, Portsmouth, New Hampshire 03801 ("Lessor"), **Seacoast Newspapers, Inc.**, a New Hampshire corporation having a mailing address of 7950 Jones Branch Drive, McLean, VA 22107 ("Lessee" or "Assignor") and **111 New Hampshire LLC**, a Limited Liability Company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801 ("Assignee").

WHEREAS, Lessee and Pease Development Authority, as Lessor entered into a certain Lease dated December 23, 2005, (the "Lease"), notice of which Lease is recorded at the Rockingham County Registry of Deeds at Book 4613 Page 1338, with respect to land and improvements thereon situated at 111 New Hampshire Avenue, Portsmouth, New Hampshire, consisting of land area of 435,600 square feet (approximately 10 acres) (the "Premises").

WHEREAS, as of the Effective Date, and from and after the Effective Date, Lessee will be deemed to have assigned to Assignee, and Assignee will be deemed to have assumed from Lessee all of Lessee's rights and obligations under the Lease (such assignment and assumption being referred to herein as the "Assignment"); and

WHEREAS, Lessee and Assignee have requested that Lessor consent to the Assignment, and accept Assignee as the Lessee under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, Lessee and Assignee agree as follows:

1. Consent. Lessor, subject to the covenants, agreements, terms, provisions and conditions contained in the Lease and this Agreement, hereby consents to the Assignment, and agrees to accept the Assignee as the Lessee under the Lease effective as of the date of such Assignment.

2. Assignee's Covenants. Assignee covenants that from and after the Effective Date, and throughout the term of the Lease:

a. Assignee will fully, faithfully and timely perform all of Lessee's obligations under the Lease; and

b. Assignee will use the Premises only for uses permitted under the Lease or allowed by Lessor.

3. Lessor's Representations. Lessor hereby represents to Assignee to the best of its knowledge that as of the Effective Date:

a. the Lease is in full force and effect;

b. neither Lessor nor Assignor is in default in the performance of or compliance with any provision of the Lease;

c. Lessor has not received any notice of default or termination of the Lease;

d. the Lease, as set forth herein, is a complete statement of the agreement of the parties thereto with respect to the leasing of the Leased Premises;

e. there is no prepaid rent and no security deposit;

f. rent in the amount of $8,540.29 was last paid on August 1, 2023 and has been paid through August 31, 2023.

4. Assignor's Representations. Assignor hereby represents to Assignee to the best of its knowledge and belief that as of the Effective Date:

a. the Lease is in full force and effect;

b. neither Lessor nor Assignor is in default in the performance of or compliance with any provision of the Lease;

c. the Assignor has not received any notice of default or termination of the Lease;

d. the Lease, as set forth herein, is a complete statement of the agreement of the parties thereto with respect to the leasing of the Leased Premises;

e. there is no prepaid rent and no security deposit;

f. Assignor took possession of the premises on or about December 23, 2005, the date of Assignor's Assumption;

g. the Assignor has not sold, transferred, assigned, hypothecated or pledged its interest under the Lease or the rent received thereunder.

5. Notices. Any notices required under the Lease or with respect to this Agreement shall be sent (a) if to Lessor, to 55 International Drive, Portsmouth, NH 03801, (b) if to Lessee, to 7950 Jones Branch Drive, McLean, VA 22107, and (c) if to Assignee, to 210 Commerce Way, Suite 300, Portsmouth, NH 03801.

6. Pursuant to the provisions of Article 19.4 of the Lease, the parties agree that with the exception of Lessee's obligations that expressly survive expiration or termination of the Lease, including but not limited to the obligations to indemnify, defend, and hold harmless and to make any monetary payment to Lessor which accrued up to and prior to the Effective Date, as more specifically set forth in the Lease, Assignor shall be released from any all obligations or liability under the Lease.

[*Signatures on Next Pages*]

Signed this _____day of _____, 2023.

Pease Development Authority
(Lessor)

_____ By: _____

Witness

Paul E. Brean
Its Executive Director, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the __ day of _____, 2023, before me the undersigned officer, personally appeared **Paul E. Brean** as **Executive Director** of **Pease Development Authority**, personally known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes contained therein on behalf of the development authority.

_____
Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

Signed this _____day of _____, 2023.

Seacoast Newspapers, Inc.
(Lessee/Assignor)

_____
Witness

_____
By: _____
Its: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the __ day of _____, 2023, before me the undersigned officer, personally appeared _____, as duly authorized _____ of **Seacoast Newspapers, Inc.**, personally known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes contained herein on behalf of the corporation.

_____
Notary Public
Print Name: _____
My commission expires: _____

Signed this _____day of _____, 2023.

111 New Hampshire LLC (Assignee)

_____
Witness

By: _____
Name: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the ____ day of _____, 2023, before me the undersigned officer, personally appeared _____, as Manager of **111 New Hampshire LLC**, personally known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes contained herein on behalf of limited liability company.

_____
Notary Public
Print Name: _____
My commission expires: _____

LEASE AMENDMENT NO. 2

Lessor: Pease Development Authority ("Lessor" or "PDA")

Lessee: 111 New Hampshire LLC ("Lessee")

Premises: 111 New Hampshire Avenue - Pease International Tradeport Portsmouth, New Hampshire

Lease Date: December 23, 2005

This Lease Amendment No. 2 is effective August ___, 2023 by and between the above referenced Lessor and Lessee (this "Amendment"):

WHEREAS, Seacoast Newspapers, Inc. ("Seacoast") as Sublessee and Pease Development Authority, as Sublessor entered into a certain Sublease effective December 23, 2005 (the "Sublease") for property located at 111 New Hampshire Avenue, Pease International Tradeport, consisting of 435,600 square feet (approximately 10 acres), Statutory Notice of Sublease of which is recorded at the Rockingham County Registry of Deeds at Book 4613, Page 1338 (the "Property");

WHEREAS, by Quitclaim Deed (and Exhibits A-G, inclusive) made and entered into on October 15, 2003 and Quitclaim Deed dated September 16, 2005 (the "Deeds"), the United States government, acting by and through the Secretary of the Air Force did grant to PDA the land and improvements located in the City of Portsmouth, Town of Newington and Town of Greenland, as contemplated by the Master Lease, Application and Acceptances, which Deed included the Premises. In accordance with the provisions of Article 3, Section 3.1 of the Sublease and the Deeds, the sublease is now a direct lease (the "Lease");

WHEREAS, effective May 3, 2023, Seacoast and PDA amended the Lease pursuant to Lease Amendment No. 1 to delete and replace Article 9.1, Use of Leased Premises, which Amendment was made a part of the Lease;

WHEREAS, Lessee, with the consent and approval of PDA, assumed the rights, duties and obligations of Seacoast under the terms and conditions of the Lease by Assignment and Assumption of Sublease dated as August __, 2023 and recorded in the Rockingham County Registry of Deeds at Book __, Page __; and,

WHEREAS, Lessee has requested and Lessor has agreed to make certain amendments to the Lease.

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

1. Section 2A.8. Transportation Infrastructure Improvement Fee, is hereby deleted in its entirety.

2. All other terms and conditions of the Lease shall remain in full force and effect and shall continue to be binding upon Lessor and Lessee.

[signature pages follow]

Executed as of the date first set forth above.

111 New Hampshire LLC,
a New Hampshire limited liability company

By:_____
Name: Michael J. Kane
Title: Manager

STATE OF _____
COUNTY OF _____

On this the _____ day of _____, 2023, personally appeared the above-named Michael J. Kane, as Manager, of 111 New Hampshire LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as Manager of 111 New Hampshire LLC for the purposes therein contained on behalf of the said limited liability company, before me.

_____
Print Name:
Notary Public/Justice of the Peace
My Commission Expires:

Executed as of the date first set forth above.

Pease Development Authority

By:_____
Name: Paul Brean
Title: Executive Director, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the __ day of _____, 2023, before me the undersigned officer, personally appeared Paul E. Brean as Executive Director of Pease Development Authority, personally known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes contained therein on behalf of the development authority.

_____
Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

2A.8. Transportation Infrastructure Improvement Fee

Lessee acknowledges that the construction and operation of the Facility will generate additional traffic at Pease International Tradeport and consequently have a direct impact on traffic patterns and conditions at the Tradeport. In consideration of such impacts, Lessee agrees as follows:

A) Lessee agrees to pay a proportional share of any Transportation Infrastructure Improvement Fee ("TII fee") for infrastructure improvements including, but not limited to, signals, signage, markings, geometric changes to intersections and/or roadways and other traffic control devices. Lessee's proportional share of the TII fee shall be based upon a formula which will be established by Lessor and applied uniformly and proportionally to all projects which are subject to said fee. Lessee's TII fee shall not exceed the best estimate of the reasonable share of these improvements based on the actual traffic impact caused by the additional traffic generated, as determined by PDA's transportation consultant, Vanasse, Hangen & Brustlin, Inc. Once established, payment of the TII fee shall be paid in full within thirty (30) days or on the Commencement Date, whichever is later. The current estimated proportional share of the TII fee assessed to the Premises is $98,945.00.

B) Lessee agrees to make a contribution to the Greater Portsmouth Transportation Management Association ("GPTMA") or its successor. Such contribution shall consist of quarter page advertising space in Lessee's newspaper publication to be provided four times per year. The purpose of the advertisement shall be to promote the goals of the GPTMA, to include: the reduction of traffic congestion and air pollution through participation in ridesharing, transit use, vanpooling and other alternative commuter options.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director
DATE: August 7, 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: K & S Overhead Door
   Board Authority: Director Ferrini
   Summary: Overhead Door repair at PDA Maintenance - 7 Lee Street
   Cost: $5,158.69

2. Project Name: Sunbelt Rentals
   Board Authority: Director Ferrini
   Summary: Week Rental of Mini Excavator
   Cost: Not to exceed $1,579.82

3. Project Name: Sunbelt Rentals
   Board Authority: Director Ferrini
   Summary: Week rental of Hydraulic Excavator for work at the Airfield
   Cost: Not to exceed $2,902.26

4. Project Name: Sunbelt Rentals
   Summary: One day rental of Light Cart for night work being performed on Airfield at Portsmouth International Airport at Pease
   Cost: $216.35

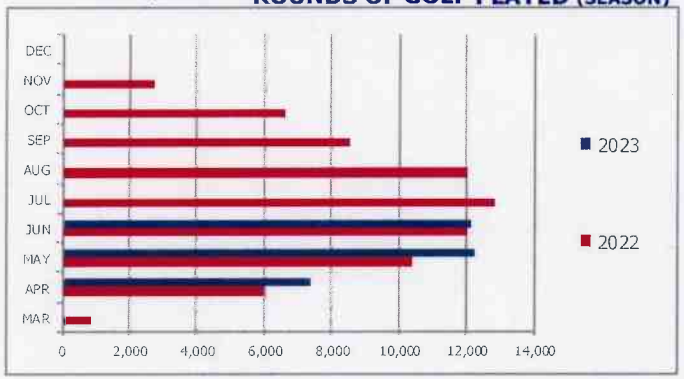
5. Project Name: Granite State Gate System, Inc.
   Board Authority: Director Ferrini
   Summary: HySecurity Slidesmart Gate Opener at Skyhaven Airport
   Cost: $7,831.00

6. Project Name: Sunbelt Rentals
   Summary: One day rental of Rough Terrain Man Lift for replacement of elevated lights at Skyhaven Airport
   Cost: $1,087.98

7.	Project Name:	OAG Aviation Worldwide LLC
	Board Authority:	In accordance with the authorization provided by the Board of Directors at its meeting on August 19, 2021
	Summary:	Exercise the last of its one year options to July 31, 2024 regarding the Terminal Flight Information Display System Boards at PSM

KEY GOLF COURSE BENCHMARKING DATA – JUNE 2023

ROUNDS OF GOLF PLAYED (SEASON)

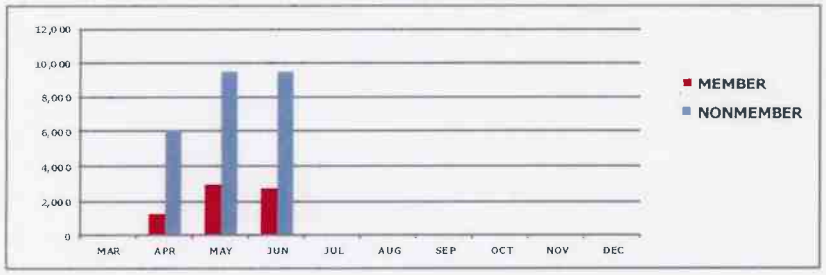


	2023 SEASON	2022 SEASON	2021 SEASON
ROUNDS PLAYED	31,755	71,985	66,590
RAIN DAYS	29	51	49

GOLF SIMULATOR REVENUES	FY 2023	FY 2022
JULY	$495	$1,158
AUGUST	$827	$915
SEPTEMBER	$1,509	$326
OCTOBER	$4,441	$4,244
NOVEMBER	$13,652	$14,746
DECEMBER	$21,235	$23,112
JANUARY	$27,493	$24,253
FEBRUARY	$26,027	$26,580
MARCH	$27,745	$23,360
APRIL	$5,099	$4,429,
MAY	$280	$135
JUNE	$1,255	$517
	$130,058	$119,346

GRILL 28 GROSS SALES	FY 2023	CONCESSION FEES EARNED (17%)	FY 2022	CONCESSION FEES EARNED (17%)
JULY	296,042	50,327	$262,957	44,703
AUGUST	360,829	61,341	270,631	46,007
SEPTEMBER	297,268	50,536	235,234	39,990
OCTOBER	227,600	38,692	191,416	32,541
NOVEMBER	147,784	25,123	119,952	20,392
DECEMBER	171,720	29,192	138,710	23,581
JANUARY	144,384	24,545	94,159	16,007
FEBRUARY	141,590	24,070	109,814	18,668
MARCH	156,867	26,667	150,980	25,667
APRIL	229,175	38,960	190,483	32,382
MAY	329,489	56,013	284,835	48,422
JUNE	347,121	59,011	312,758	53,169
	$2,849,869	$484,478	$2,361,929	$401,528

2023 MEMBER / NONMEMBER ROUNDS (SEASON)



2023 ROUNDS- SEASON

MEMBER	6,857
NONMEMBER	24,898
TOTAL	**31,755**

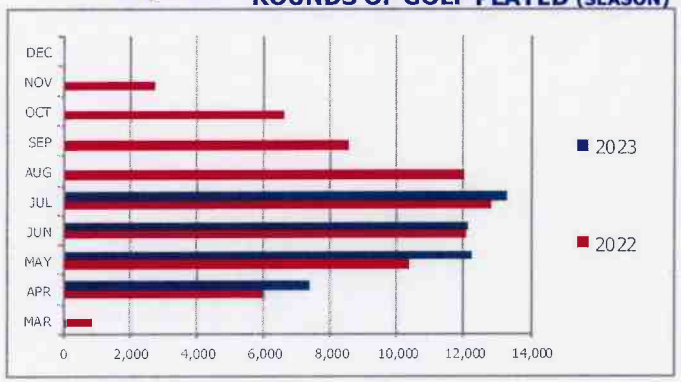
2022 ROUNDS- SEASON

MEMBER	15,533
NONMEMBER	56,452
TOTAL	71,985

CLUB/ COURSE FUNCTIONS	FY 2023 YTD	FY 2022 YTD
GROUPS 20-59	63,148	56,523
TOURNAMENT PLAY	275,218	185,468
LEAGUES	100,458	98,964
FOOD AND ROOM FEES	389,405	244,582

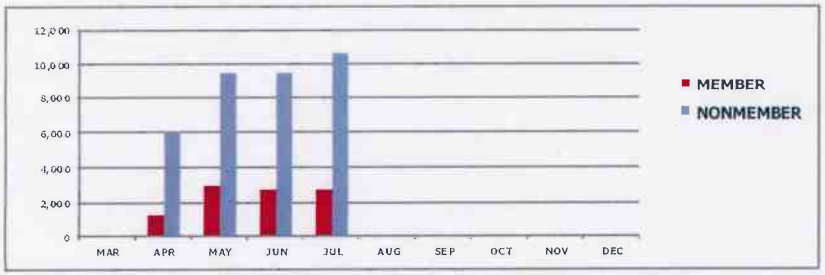
KEY GOLF COURSE BENCHMARKING DATA - JULY 2023

ROUNDS OF GOLF PLAYED (SEASON)



	2023 SEASON	2022 SEASON	2021 SEASON
ROUNDS PLAYED	45,067	71,985	66,590
RAIN DAYS	35	51	49

2023 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES	FY 2023	FY 2023
JULY	$1,799	$495
AUGUST	-	$827
SEPTEMBER	-	$1,509
OCTOBER	-	$4,441
NOVEMBER	-	$13,652
DECEMBER	-	$21,235
JANUARY	-	$27,493
FEBRUARY	-	$26,027
MARCH	-	$27,745
APRIL	-	$5,099
MAY	-	$280
JUNE	-	$1,255
	$1,799	$130,058

GRILL 28 GROSS SALES	FY 2024	CONCESSION FEES EARNED (17%)	FY 2023	CONCESSION FEES EARNED (17%)
JULY	327,065	55,601	296,042	50,327
AUGUST		0	360,829	61,341
SEPTEMBER		0	297,268	50,536
OCTOBER		0	227,600	38,692
NOVEMBER		0	147,784	25,123
DECEMBER		0	171,720	29,192
JANUARY		0	144,384	24,545
FEBRUARY		0	141,590	24,070
MARCH		0	156,867	26,667
APRIL		0	229,175	38,960
MAY		0	329,489	56,013
JUNE		0	347,121	59,011
	$327,065	$55,601	$2,849,869	$484,478

2023 ROUNDS- SEASON

MEMBER	9,550
NONMEMBER	35,517
TOTAL	**45,067**

2022 ROUNDS- SEASON

MEMBER	15,533
NONMEMBER	56,452
TOTAL	71,985

CLUB/ COURSE FUNCTIONS	FY 2024 YTD	FY 2023 YTD
GROUPS 20-59	5,860	11,241
TOURNAMENT PLAY	34,385	21,114
LEAGUES	14,729	14,994
FOOD AND ROOM FEES	41,976	31,028

AIRPORT REPORT
PERIOD ENDING JUNE 2023

JUNE ENPLANEMENTS	2023
Scheduled Enplanements	4,732
Chartered Enplanements	2,145
Total Enplanements	**6,877**
2023 Enplanements YTD	**39,287**

REVENUE PARKING	$27,706
	743 Transactions @ $37.28
FUEL FLOWAGE FEES	$97,435.93
Total Gallons	1,948,718
CRAF and DOD	81%
Commercial	7%
General Aviation	12%

- **Fuel Pricing**
  - **Port City Air Retail; $6.25 Jet A**
  - **Port City Air Retail; $6.80 100LL**
  - **Northeast Avg; $6.52 Jet A, $6.84 100LL**
- **Grant Projects**
  - **Domestic Arrivals Hall Upgrades**
  - **Taxiway Alpha**
- **Enterprise Concession Fees**
  Apr, May & June - $19,756

PSM DAW
PEASE
AIRPORT
MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801
603.433.6536

Memorandum

To: John Meehan, Airport Operations Manager

From: Sandy McDonough, Airport Community Liaison SM

Date: August 4, 2023

Re: Noise Report for June, 2023

The Portsmouth International Airport at Pease ("PSM") received 14 noise inquiries in June 2023, from Portsmouth, Newington, Dover New Hampshire and South Berwick Maine.

All of the inquiries concerned military air traffic.

As background, in the spring the New Hampshire Air National Guard announced to the public that throughout the month of June and into July there would be an increase in military activity at PSM for training missions to prepare military pilots and their flight crews for a variety of missions. It was also announced that the United States Air Force would be partaking in a North Atlantic Treaty Organization (NATO) training exercise in Germany, and that many participating aircraft would be transiting through Portsmouth. This exercise was dubbed the largest mobilization of American air assets since the First Gulf War.

The 14 inquiries concerning military aircraft were as follows:

- June 2, 2023: Newington, NH resident who resides at the departure end of Runway 34 called about a loud military C17 that arrived on Runway 16 at 2:16 AM. This was a part of the military operation taking place throughout the month of June.

- June 3, 2023: Newington, NH resident who resides at the departure end of Runway 34 called about a loud jet engine sound severely disrupting dinnertime. A Royal Canadian Air Force CF18-Hornet; departed Runway 16.

- June 3, 2023: Newington, NH resident who resides at the departure end of Runway 34 called about a loud takeoff that he claimed shook his house before 7:00 AM. A military C17 departed Runway 34 at 6:46 AM. This plane was part of the military operation taking place throughout the month of June.

- June 4, 2023: Newington, NH resident who resides at the departure end of Runway 34 called about a loud jet that circled repeatedly shaking the house at 8:00 AM and disrupted his family with young children. At that time five (5) F16's departed Runway 34.

- June 5, 2023: Newington, NH resident who resides at the departure end of Runway 34 called about a loud aircraft landing early in the morning. A military C17 arrived Runway 34 at 4:37 AM.

- June 7, 2023: Portsmouth, NH resident that resides directly south of Runway 34 called regarding a constant noise that lasted about two or three minutes while pictures were falling off the wall like an earthquake. At that time four (4) F15's departed the airport.

- June 8, 2023: Newington, NH resident who resides south of the departure end of Runway 16 called to say that she was tired of the loud aircraft above her house. Four F15's departed Runway 16 about five minutes before she called.

- June 12, 2023: South Berwick, Maine resident called asking questions about the increased fighter jet traffic. He was informed that the aircraft would be at PSM for a two week annual training exercise.

- June 12, 2023: Portsmouth, NH resident called saying she woke up to a loud fighter jet noise. Her complaint was not the noise itself, but rather a lack of transparency to the public about the military training.

- June 14, 2023: Portsmouth, NH resident who resides southeast of the departure end of Runway 16 called because she wanted to express her displeasure for the noise coming from the aircraft training at Pease. Five minutes before she called F15s departed southbound in the vicinity of her residence.

- June 14, 2023: Portsmouth, NH resident who resides in a neighborhood southeast of the departure end of Runway 16 called requesting the military fighter jet do flybys elsewhere. Two F15s had just arrived on Runway 16 following a flyby.

- June 15, 2023: Dover, NH resident called concerning a large aircraft going south to north was too loud and it shook the house. An Atlas Boeing 747 had departed Runway 34 about 15 minutes before the call.

- June 16, 2023: Dover, NH resident called stating excessive noise over the past two weeks. Three F15s had departed Runway 34 shortly before the call. The resident was told about the military activity taking place at PSM for the past two weeks.

- June 16, 2023: Newington, NH resident who resides at the departure end of Runway 34 called complaining about the military jet aircraft that have been at PSM for the past two weeks.

PSM DAW
PEASE
AIRPORT
MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801
603.433.6536

Memorandum

To: John Meehan, Airport Operations Manager

From: Sandy McDonough, Airport Community Liaison

Date: August 4, 2023

Re: Noise Report for July, 2023

The Portsmouth International Airport at Pease ("PSM") received ten noise inquiries in July, 2023, from six residents of Portsmouth, Newmarket, Dover, Rye, and Salem, New Hampshire and South Berwick Maine.

- July 6, 2023: Portsmouth, NH resident who resides southeast of the approach end of Runway 34, reported that at 12:25 pm multiple helicopters flew over the neighborhood. The helicopter associated with this call was a medivac helicopter that flew into Portsmouth Regional Hospital and departed a short time later. At no time did the helicopter fly into PSM.

- July 11, 2023: Newmarket, NH resident reported that a based 46A Pegasus flew 220 to 250 feet above his house. The aircraft was at pattern altitude and was only at 220 to 250 feet just before landing at PSM.

- July 25, 2023: Dover, NH resident was curious about the flight activity Monday night into Tuesday morning. There was a military C17 departing around 9:30 pm and an Allegiant Flight that arrived at 10:00 pm and departed at 11:00 pm. Following that multiple military C17s traveled through PSM: one that departed at 11:15 pm; one that arrived at 12:50 am; and one that departed at 2:50 am.

- July 27, 2023: Rye, NH resident called about excessive jet noise right of two F15s that arrived at 12:05 pm after completing two low approaches each.

- July 28, 2023: South Berwick, NH resident called requesting upcoming flight information as he will be recording at his recording studio. He has been there since 1994 and has never had an issue with noise interference until recently.

- July 30, 2023: Portsmouth, NH resident who lives just southeast of the airport called about a helicopter flying over the neighborhood while trying to put their children to bed. An unknown

helicopter arrived at PSM, but ATCT indicated the helicopter did not travel directly over the noise sensitive area.

- July 31, 2023: Salem, NH resident called several times concerning military flight activity around the Salem, NH area. The caller spoke to concerns with military aircraft performing training maneuvers in civilian / business areas.

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, MAY 10, 2023 6:00 PM

PRESENT: Brad Cook, Vice Chair
Erik Anderson
Mike Donahue
Chris Holt
Chris Ward
Geno Marconi, Director, PDA-DPH

1. CALL TO ORDER

The meeting was called to order at 6:05 PM, immediately following the suspension (due to no attendees) of the public meeting on Initial Proposed Pda 600 Rules- State Owned Commercial Piers and Associated Facilities. The Chair agreed to suspend the PAC meeting should anyone show up for the Rules meeting.

2. APPROVE MINUTES

Holt made a motion to accept the April 19, 2023 minutes, Anderson seconded, no further discussion, all members were in favor and the motion passed.

3. FINANCE REPORT

The report for period ending March 30, 2023 was included in the meeting packet. The Division had been budgeted for a loss, but is actually well above the budget. Fuel flow fees, wharfage, and dockage are the 3 revenue streams for the Market St. Terminal and have contributed to the increased revenue. The terminal base tenants have an annual minimum payment which provides a steady and reliable source of revenue. Discussion included mention of a prefab housing company that could be using the dock to offload modules and load onto trucks to be stored offsite. The project would start in September if it comes to fruition.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The April report was presented. A load of fly ash was brought in, along with the usual cargos of gypsum, salt, cable, asphalt and oil.

5. DIRECTOR'S REPORT

Director Marconi reported on the following:

From the PDA Board Meeting, April 20, 2023

- Reports
  - Commercial Mooring Transfer-Moge to Felch III
  - Commercial Mooring for Hire Applications
  - Commercial Mooring Transfer-Reid to Berghahn
- Approvals
  - Northern Tide Yacht Charters, LLC-Hampton ROE, 6 pack charter with shack, taking over the NE Eco Adventures shack.

Facility updates:

- Hampton may have additional lighting added on the dock due to some dark areas that were discovered while reviewing the video of the boat that launched from there and went missing.
- There will have lights installed near the boat launch area in Rye. Lakes Region Environmental has submitted the wetlands permit app for the design to replace the fuel system on the Rec pier in Rye. The design for the fuel enclosure is completed.
- The Portsmouth Fish Pier folks have been busy unloading gear and getting ready for the fishing season. At the Advisory Committee on Marine Fisheries meeting the Chief of Marine Fisheries mentioned there could be some Covid money available that could be used to start a concept study to replace the building at PFP.
- Market St. Terminal-Main Pier Rehabilitation, the last 6 pilings are being installed and the pile cap work will start next week.
- Functional Replacement Project is expected to go out to bid in July, this project is funded by Federal Highway through NHDOT.
- There is a request for the Royal Navy to bring in a research vessel, they won't be having tours, but they could still dock here. Details are still being worked out.
- The Maine Maritime Academy schooner "Bowdoin" will be part of the parade of sails event in July, she won't be docking at PFP for tours, however, they may dock at the Star Island dock.

6. NEW BUSINESS- No new business.

7. COMMITTEE REPORTS

- Business Development/FTZ- Donahue distributed a front page Union Leader article about SubCom which was on the front page. There was no mention of any potential dredging or expansion, however the article highlighted the company's successes. The visibility of any activity on the River is good publicity for this facility. With that, Marconi commented on a vessel that will be here to be outfitted for cable work. Regarding Off Shore Wind, BOEM has released their proposed final

call areas for lease in the Gulf of Maine. A graphic was handed out that shows the proposed areas. Public comment will be received through June 12. Those areas do line up with the PARS study from the Coast Guard. Holt expressed concern about impacts to shipping lanes, marine safety, marine life, and interference with radar equipment. The hope is that BOEM will consider the results of PARS study and the downsides of the existing wind fields. Discussion of the possibility of writing a letter to BOEM from the PAC to support the results of the PARS study and encourage BOEM to follow their suggestions. Anderson made a motion for the Chair to develop a letter as discussed, Donahue seconded, a vote was taken and the motion passed. Cook & Donahue will start to draft a letter to present at the next PAC meeting.

- Dredging-no report
- Fisheries- Anderson reported there is an amendment regarding lobster recruitment indices and if it falls below 35% it will trigger a variety of regulations in an effort to help protect the lobster population. Menhaden (Poagie) landing allocation in NH is at 5.9 million pounds. Menhaden is used for lobster bait. Much of that allocation is landed here at the Market St. Terminal. The local fishing association will be submitting comments to BOEM regarding the final call area for the off shore wind leases. House bill for diving for lobsters is most likely going to be defeated, it is in the Senate. There is a resurrection of another bill in regards to derelict gear, the language of the bill is poorly written and is unfunded, no vote has taken place to date. Mackerel rules have changed to allow only 20 fish per angler per day until there is a recovery of the species. Further discussion included whether a commercial mackerel permit will be available, enforcement of the new regulations, the language of the proposed rule, and how the new regulations will relate to bait. Discussion on Haddock size limits and the fishery time frame.
- PDA Liaison- Cook reported that those entities that requested renewal of Right of Entries for Hampton and Rye Harbor Marine Facilities will be considered on the PDA Board agenda on May 18.
- Recreational Piers-Cook and Ward will be touring the recreational piers in the upcoming week. Ward will connect with Marconi for a tour of the Market St. Terminal.

8. OLD BUSINESS-Donahue reported that the Coast Guard reached out to entities that had sent in comments on the navigation study for the Wentworth Bridge (Rt. 1B, Bascule Bridge) one of them being the Propeller Club. The CG was inquiring about information that could be provided regarding the design dimensions of a vessel that would be used for the purposes of maintaining the docks and piers, and maintenance of Sagamore Creek. Prop Club reached out to Prock Marin, received some information and submitted it to the Coast Guard. A copy of letter that the Prop Club prepared was handed out to the Council. It is a good sign that the CG is seeking additional information prior to making a final determination. Discussion included that the higher the bridge needs to go, the more the cost delta between a fixed bridge and a bascule bridge will decrease.

9. PUBLIC COMMENT-The Maritime Day celebration is on June 16th at the Coast Guard Station.

10. PRESS QUESTIONS -No press present.

11. ADJOURNMENT

Anderson made a motion to adjourn the meeting, Ward seconded and the meeting adjourned at 7:20 pm. At this time Director Marconi closed the public hearing on the Pda 600 rules. No public attended.

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: June 21, 2023

RE: Commercial Mooring For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Warpath Family Farm, Inc.
I have reviewed the attached paperwork and concur with the local Harbormaster and Chief Harbormaster that the request meets all the requirements of the PDA-DPH Code of Administrative Rules regarding commercial moorings for hire. Therefore, I am requesting approval of the application.

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

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi

From: Tracy R. Shattuck, Chief H/M

Re: Warpath Family Farm Commercial Mooring for Hire Application

Date: June 21, 2023

Attached is an initial application for a Commercial for Hire mooring in front of the Warpath Family Farm property in Newcastle. They have held the mooring permit since 2005 but this year missed the deadline. The requested mooring is in the Goat Island Back Channel mooring field and there is ample room. Dustan Knight Tarbell is the VP for Warpath Family Farm, Inc which is incorporated in Tennessee.

With the file are the tax map and deed. Attached is the current tax bill, and Ms Tarbell asserts that the mooring is for the use of the occupying tenant.

I recommend approval of the application as it meets all criteria for a Commercial for Hire mooring permit.

PEASE
INTERNATIONAL
PORTS AND HARBORS
555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA PAB

FROM: Geno J. Marconi, Director, DPH

DATE: July 6, 2023

RE: Commercial Mooring For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Great Bay Yacht Club.

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

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

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi

From: Tracy R. Shattuck, Chief H/M TRS

Re: Great Bay Yacht Club

Date: July 6, 2023

Attached is an initial applications for a Commercial Mooring for Hire in the Piscataqua mooring field. Great Bay Yacht Club wishes to expand their mooring field with an additional mooring. There is no waitlist in this area.

With the file are the tax map and deed, advertising and certificate of good standing.

I recommend approval of the application as it meets all criteria for a Commercial Mooring for Hire permit.

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: July 20, 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 #7571, from Eric Bouchard to Daniel Murphy.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi

From: Chief H/M Tracy R. Shattuck TRS

Re: Commercial Transfer

Date: July 20, 2023

Eric Bouchard and Daniel Murphy are requesting the transfer of a Mooring Permit (#7571) in the Hampton Harbor area 3 mooring field. Attached is documentation of Murphy's commercial enterprise in the form of his commercial lobster fishing license. Also attached is the transfer request and bill of sale from Bouchard. Daniel Murphy 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 #7571 be transferred to:

Daniel Murphy
PO Box 119
Ashland, NH 03217

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Paul Brean, Executive Director, Pease Development Authority ("PDA")

From: Geno Marconi, Division Director

Date: July 18, 2023

Subject: Right of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request from Pilgrim Productions, LLC, of 12020 Chandler Blvd., Ste 200, North Hollywood, CA 91607, to enter into a Right of Entry ("ROE") for use of the facilities at the Rye Harbor Marine Facility (the Premises") in association with its filming of the television series, Wicked Tuna.

The Division has reviewed the request and in accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of License Agreements and Rights of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2018, recommends approval of the ROE subject to the following terms and conditions:

PREMISES: Rye Harbor Marine Facility, 1870 Ocean Blvd. Rye, NH 03842

PURPOSE OF ROE: Filming portions of a film series entitled "Wicked Tuna"

PERIOD OF USE: Retroactive to July 1, 2023 through September 1, 2023

Pilgrim Productions, LLC has met the required conditions, in accordance with the Right of Entry agreement, attached hereto.

This approval will be reported to the PDA Board of Directors at its next regular meeting.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

July 18, 2023

VIA E-MAIL: rkaiton@pilgrimmediagroup.com
Russell Kaiton
Pilgrim Production, LLC
12020 Chandler Blvd., Ste. 200
North Hollywood, CA 91607

RE: Right of Entry-Rye Harbor Marine Facility

Dear Mr. Kaiton:

This letter will authorize the Pilgrim Production, LLC ("Pilgrim") and/or its agents and contractors to enter upon the premises known as the Rye Harbor Marine Facility ("RHMF"), 1870 Ocean Blvd. Rye, New Hampshire ("Premises") retroactively, from July 1, 2023 through September 1, 2023 for the purpose of filming portions of a film series entitled "Wicked Tuna." This Right of Entry will expire at end of day on September 1, 2023, unless otherwise extended by agreement of Pilgrim and Pease Development Authority-Division of Ports and Harbors ("PDA-DPH").

This authorization is conditioned upon the following:

1. Pilgrim's agreement herein that use of said 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, visitors, volunteers or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Pilgrim expressly waives all claims against the State of New Hampshire, Pease Development Authority and the PDA-DPH for any such loss, damage, personal injury or death caused by or occurring as a consequence of Pilgrim's use of said Premises or the conduct of activities or the performance of responsibilities under this authorization. Pilgrim further agrees to indemnify, save, hold harmless, and defend the State of New Hampshire, Pease Development Authority and the PDA-DPH, their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Pilgrim's use of said Premises or any Pilgrim activities conducted or undertaken in connection with or pursuant to this authorization.

2. Pilgrim and any agent, contractor or vendor of Pilgrim providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars ($1,000,000.00), naming the Pease Development Authority and the State of New Hampshire as additional insureds; 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 to the extent obtainable contain (i) a provision that no act or omission of any employee, officer or agent of Pilgrim which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority; (iii) provide that the insurer shall have no right of subrogation against Pease Development Authority, the PDA-DPH and the State of New Hampshire; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance, self-insured or otherwise, carried by PDA.

3. Pilgrim's agreement herein to coordinate filming schedule and activities with PDA-DPH prior the commencement of each film session by contacting PDA-DPH:

a. Mandy Huff 603-319-8246 (office) 603-828-9676 (cell)
Rye Harbor Marine Facility Manager

or

b. Leo Axtin 603-502-8740 Cell
Rye Harbor Marine Facility Harbormaster

or

c. Geno Marconi 603-365-0503
Division Director

4. Pilgrim's agreement to maintain the portion of the Premises used in a neat and orderly manner for the duration of this Right of Entry and to leave the Premises in a neat and orderly condition which is equal to or better than the condition of the Premises upon the commencement of this Right of Entry (normal wear and tear excepted).

5. Pilgrim's agreement herein that its filming activities will not interfere with ongoing activities at the Premises.

6. Pilgrim's agreement herein to secure all necessary Federal, state, municipal and/or local permits prior to the film session(s) as may be required and applicable.

7. Pilgrim'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.

8. Pilgrim's acknowledgment that PDA may terminate this Right of Entry for cause by providing Pilgrim with 24 hours written notice and 30 days written notice without cause.

9. This Right of Entry shall be construed and enforced in accordance with the laws of the State of New Hampshire. Any actions or proceedings with respect to any matters arising under or growing out of this Right of Entry shall be instituted and prosecuted only in courts located in the State of New Hampshire. Notwithstanding any other provision of this Right of Entry, no provision of this Right of Entry shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire, the Pease Development Authority and the PDA-DPH. The sovereign immunity of the State of New Hampshire, the Pease Development Authority and the PDA-DPH is reserved to the State of New Hampshire, the Pease Development Authority and the PDA-DPH to the fullest extend allowed under law.

Please indicate by the signature of a duly authorized representative of Pilgrim on the enclosed copy of this letter Pilgrims consent to the terms and conditions set forth above and return the same to me with evidence of insurance as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this 27th day of July, 2023

Pilgrim Production, LLC

By: JMG
Print Name: Jeanette Gardzelewski
Its Duly Authorized: Line Producer

cc: Geno Marconi, Director, Division of Ports & Harbors
Anthony I. Blenkinsop, Deputy Director / General Counsel

ACORD ®

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY) 7/17/2023

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

Arthur J. Gallagher & Co., Insurance Brokers of CA.
500 N. Brand Boulevard, Suite 600
Glendale, CA 91203
License #0726293

Contact Name: Britney Hearns
Phone: 818-539-1259
(A/C, No. Ext):
Email Address: Britney_hearns@ajg.com

Insurer's Affording Coverage	NAIC #
INSURER A: BERKLEY NATIONAL INSURANCE COMPANY	38911
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Pilgrim Production, LLC
12020 Chandler Blvd. Ste 200
North Hollywood, CA 91607

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. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [x] GEN'L AGGREGATE LIMIT APPLIES PER POLICY [ ] PROJECT [x] LOC [ ] OTHER:	x	x	CNA7520041-10	06/09/2023	06/09/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS – COMP/OP AGG	$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY [x]	x	x	CNA7520041-10	06/09/2023	06/09/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	x Umbrella Liab x OCCUR Excess Liab [ ] CLAIMS-MADE DED RETENTION $	x		CUA7520042-10	06/09/2023	06/09/2024	EACH OCCURRENCE	$9,000,000
							AGGREGATE	$9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER [ ]	
							E.L. Each Accident	
							E.L. Disease – EA Employee	
							E.L. Disease – Policy Limit	
A	PRODUCTION PACKAGE POLICY Miscellaneous Property Props/Sets/Wardrobe Third Party Property Damage Auto Physical Damage			CNA7520041-10 Production Package	06/09/2023	06/09/2024	$5,000,000 Limit $3,000,000 Limit $5,000,000 Limit $1,000,000 Limit	$3,500 Deductible $2,500 Deductible $2,500 Deductible 10% of loss, Min $2,500 /Max $7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PRODUCTION ENTITLED "WICKED TUNA" SEASON 13
STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS ARE INCLUDED AS AN ADDITIONAL INSURED (BY "BLANKET" ENDORSEMENT) WITH RESPECT TO THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AND AS LOSS PAYEE UNDER THE PRODUCTION PACKAGE POLICY BUT, IN EACH CASE, ONLY TO THE EXTENT REQUIRED IN THE CONTRACTUAL AGREEMENT WITH THE NAMED INSURED AND ONLY FOR THE REFERENCED PROJECT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

State of NH, Pease Development Authority-Division of Ports and Harbors
555 Market St
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

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Paul Brean, Executive Director, Pease Development Authority ("PDA")

From: Geno Marconi, Division Director

Date: June 14, 2023

Subject: Charter boat Right of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request from Seacoast Maritime Charters, LLC, of 3 Mayflower Lane, South Berwick, ME 03908 to enter into a Right of Entry ("ROE") for use of the facilities at the Rye Harbor Marine Facility (the Premises") in association with its charter businesses.

The Division has reviewed the request and in accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2017, recommends approval of the ROE subject to the following terms and conditions:

PREMISES: Rye Harbor Marine Facility, 1870 Ocean Blvd. Rye, NH 03842

PURPOSE OF ROE: Charter Boat Operations & Customer Parking

PERIOD OF USE: June 23, 2023 through October 30, 2023

CUSTOMER PARKING FEE: $5.00 per vehicle for customers using the Premises parking area

Seacoast Maritime Charters, LLC. has met the following required conditions, in accordance with the Charter Right of Entry agreement, attached hereto:

1. Secured a Pier Use Permit;
2. Provided proof of minimum insurance requirements set by the PDA to the Division; and
3. Provide documentation that the business is registered and in "Good Standing" with the Secretary of State to conduct business in New Hampshire.

This approval will be reported to the PDA Board of Directors at its next regular meeting.

PEASE
INTERNATIONAL
PORTS AND HARBORS
555 Market Street, Suite 1 Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market St., Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") **Seacoast Maritime Charters, LLC ("SMC"), of 2 Mayflower Lane, South Berwick, ME 03908** to use property of the State of New Hampshire, **Rye Harbor Marine Facility, 1870 Ocean Blvd. Rye, NH 03870** (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES:	Rye Harbor Marine Facility
PURPOSE OF ROE:	Non-exclusive use of the Premises facilities for Charter Boat Operations & Customer Parking
PERIOD OF USE:	June 23, 2023-October 30, 2023
CUSTOMER PARKING FEE:	$5.00 per vehicle

The ROE is given subject to the following conditions:

1. The term of this ROE is set forth in the Period of Use above. Operations beyond this date will require a new ROE.

2. **SMC's customers shall have nonexclusive use of parking spaces situated at the Premises parking lot. PDA-DPH will charge customers a $5.00 parking fee per vehicle for any vehicle using the Marine Facility parking lot. Parking fees are subject to change during the term of this ROE. SMC shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.**

3. **SMC employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, SMC shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. SMC agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.**

4. **SMC** 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.

5. **SMC** shall obtain a separate Pier Use Permit in connection with its charter operation which allows nonexclusive access to the Premises pier, in accordance with N.H. Administrative Rules Part Pda 600, all subject to the oversight and direction of PDA-DPH.

6. **SMC** shall obtain 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, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.

7. The scheduling of departures and arrivals in connection with any activity allowed under this ROE will not interfere with the scheduled use of common areas or adjoining areas by other entities which have actively conducted business at the Premises and have been previously issued an ROE(s) by PDA-DPH.

8. **SMC** 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.

9. **SMC** shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at the Premises and for picking up garbage and rubbish its operations generate and depositing same at a designated location on the Premises where PDA-DPH can dispose of it. At no time shall waste water of any kind be disposed of on the Premises.

10. **SMC** shall indemnify, defend (with counsel acceptable to the State of New Hampshire and PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:

    A. From any condition of the Premises including any building structure or improvements thereon for which **SMC** has taken possession of hereunder;

    B. From any breach or default on the part of **SMC** to be performed pursuant to the terms of this ROE, or from any act or omission of **SMC**, or any of its agents, contractors, servants, employees, licensees or invitees; or

    C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including, but not limited to piers, docks, gangways, ticket office 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.

11. On or before the effective date of this ROE, **SMC** and any agent, contractor, or vendor of **SMC** shall provide PDA-DPH with proof of required insurance coverage as outlined in **Exhibit A**.

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

13. SMC may terminate this ROE by giving PDA-DPH a thirty (30) day notice in writing. The provisions of paragraph 10 shall survive termination.

14. PDA-DPH may terminate this ROE by giving SMC thirty (30) days advanced written notice of termination in the event of the failure of SMC's to perform, keep or observe any of the provisions of this ROE and the failure of SMC to correct the default or breach within the time specified by PDA-DPH.

15. This ROE may be terminated immediately by PDA-DPH in the event SMC 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. The provisions of paragraph 10 shall survive termination.

16. In the performance of this ROE, SMC 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 SMC or any of its officers, employees, agents or members resulting in either personal or property damage to any individual, firm or corporation. Neither SMC 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.

17. SMC 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 SMC from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.

18. In connection with the performance of this contract, SMC 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 SMC.

19. SMC shall be familiar with and follow Administrative Rules CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Divisions web site, **www.portofnh.org**.

20. In accordance with Administrative Rule Pda 603.11 (a), SMC acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.

21. In accordance with Administrative Rule Pda 603.11 (b), **SMC** 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.

22. **SMC** 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.

23. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **SMC**s for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, and other pertinent business which may arise. 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. **SMC** shall be represented, at a minimum, by one (1) officer/member of the company.

24. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.

25. **SMC** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **SMC** 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 #2015-07, as may be amended from time to time.

26. This ROE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

27. 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.

[Remainder of page left blank-Signature page follows]

Seacoast Maritime Charters LLC.
Charter ROE, Hampton
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PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 6/23/23

Witness signature

Paul E. Brean, Executive Director, PDA

Witness printed name

SEACOAST MARITIME CHARTERS, LLC.

Date: 6/16/23

Witness Signature

Authorized Signature

Witness Printed Name

JOHN H. FARRELL MGR.
Printed Name/Title

EXHIBIT A

TO: RIGHT OF ENTRY HOLDERS - CHARTER ONLY (NO BUILDING ON SITE)

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CHARTERS OPERATING ON PROPERTY OF THE STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

All Charter Right of Entry holders are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. The following are the minimum requirements for insurance coverage:

1. **Protection and Indemnity:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than $1,000,000.00 per occurrence.

2. **Dockside liability endorsement**: Covering piers, gangways, and docks.

3. **Automobile Liability**: Automobile liability coverage to a limit of not less than $1,000,000.00 per occurrence.

4. **Workers Compensation**: Coverage equal to minimum statutory levels as required by New Hampshire State law.

5. **Additional Insureds**: Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.

6. **Certificate Holder**: Pease Development Authority, Division of Ports of Harbors
   555 Market St.
   Portsmouth, NH 03801

7. **Notice of Cancellation**: A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.

8. **Waiver of Subrogation**: With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.

9. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

For questions, please contact the Pease Development Authority Legal Department at **(603) 433-6348.**

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Levesque:

In accordance with the provisions of RSA 12-G:42, X (d), the Pease Development Authority Board of Directors hereby authorizes the Director of the Division of Ports and Harbors to file the Final Proposal Annotated text of the Pda 600 Rules with the Director of Legislative Services pursuant to RSA 541-A:12; all in accordance with the Memorandum of Geno J. Marconi, Director of Ports and Harbors, dated June 5, 2023, attached hereto.

N:\RESOLVES\2023\DPH - Pda 600 - Final Proposal (6-15-2023 & 8-17-2023).docx

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: June 5, 2023

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Division Director

Subject: Final Proposal, Administrative Rules; Pda 600, State Owned Commercial Piers & Associated 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 on October 31, 2023, and the Division, pursuant to RSA 541-A:6, is in the final stages of readopting the rules, with a few minor amendments, as shown in the attached final proposal.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 600 Rules (the "initial proposal") to the Port Advisory Council ("Council") for consideration at the Council's meeting on February 8, 2023, at which time the Council voted to recommend presentation of the initial proposal to the PDA Board of Directors. The initial proposal was then presented to, and approved by, the PDA Board at its meeting on March 16, 2023. The initial proposal was then published in the March 30, 2023, State of NH Rulemaking Register and a public hearing was held on May 10, 2023. There were no members of the public present at the hearing and no written comments were received. The Division did receive some comments back from the Office of Legislative Services (OLS) most of which were minor editorial changes, however, OLS did identify a couple of sections that would benefit from further clarification and those changes have been incorporated and tracked in sections Pda 604.07 (d) & (e), Pda 604.10(c) & (d), Pda 605.03 (c)(2) & (d)(5). Otherwise, there have been no changes in the draft rules seen by the Board on March 16th. The next step in the adoption process is to file the Final Proposed Pda 600 Rules with the OLS, at which point they would be added to the July 20, 2023 Joint Legislative Committee on Administrative Rules meeting agenda for review and vote.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors authorize the Division to file the attached Final Proposal-Annotated Text with the Director of Legislative Services pursuant to RSA 541-A:12.

Readopt with amendment Part Pda 601 through 609, effective 11-1-13 (Document # 10441), 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).

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)

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.

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/ or 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.~~

(h~~i~~) No fishing shall be allowed from a business-use pier, or from a vessel attached to any business-use pier.

(i~~j~~) 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 v~~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 v~~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.

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.

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;;

(~~h~~i) Overnight parking permits; and

(~~i~~j) 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 (~~a~~b) 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).

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.

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~~,~~ and 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~~ from 6:00 p.m. of one day to 6:00 p.m. of the following day.~~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 Harbor 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 b~~B~~us parking tickets shall allow the holder to park one bus in the general use parking area at Rye Harbor or Hampton Harbors on the day of purchase at the location where the ticket was purchased.

(h) Daily ~~B~~bus parking tickets are nontransferable and expire 30-minutes after the business or event the daily bus parking ticket holder was engaged in ends.

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~~ multi-night **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. A~~n~~ multi-night overnight vehicle only parking permit shall be purchased on the day of use or, if applicable, on the initial day of use ~~for~~ from 2 to 6 ~~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 a~~n~~ multi-night 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 overnight permit under this paragraph shall be issued for any one vehicle/trailer combination during the season. A~~n~~ multi-night overnight combination parking permit shall be purchased on the day of use, or, if applicable, on the initial day of use ~~for~~ from 2 to 6 ~~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.

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.

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 within 10 days of notification;

(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 a vessel storage wait list or an annual berthing permit wait list applicant refuses 2 opportunities to obtain a vessel storage or an annual berthing permit in accordance with (b)(4) or (c)(4) above.

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~~

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 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 ; and

~~e~~f. 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.

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 <u>Overnight Recreational-Use Pier Berthing Permit: Application Requirements; Processing</u>.

(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.

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.

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.

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).

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.

Pda 610, Effective 4-17-15 (Document # 10818, Exempt), to read as follows:

PART Pda 610 PERMIT FEES
(Note to JLCAR: Limitation to review because these rules are exempt from RSA 521-A under RSA 541-A, I(n))

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.

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;

(~~h~~i) Seasonal parking permit fee for vehicle only;

(~~i~~j) Seasonal parking permit fee for combination vehicle and trailer;

(~~j~~k) Seasonal parking sticker replacement fee;

(~~k~~l) Overnight parking permit fee for vehicle only;

(~~l~~m) Overnight parking permit fee for combination vehicle and trailer;

(~~m~~n) Berthing permit fee;

(~~n~~o) Berthing permit application late fee under Pda 606.06;

(~~o~~p) Berthing permit wait list fee;

(~~p~~p) Berthing permit wait list renewal fee;

(~~r~~q) Berthing permit wait list renewal late fee;

(~~s~~r) Vessel storage wait list fee, per storage area;

(~~s~~t) Vessel storage wait list renewal fee, per storage area;

(~~t~~u) 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 - Ticket		$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

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."

Rule number	**State Statute/Federal Regulation Implemented**
Pda 600 (Specific Pda 600 rules implementing specific statutes are listed below)	RSA 12-G:42, IX, X (d)
Pda 601.04	RSA 12-G:2, XIX-a
Pda 601.07	RSA 12-G:2, XXIII-a
Pda 603.07 (a)	RSA 1:16

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Conard:

The Pease Development Authority Board of Directors authorizes the Executive Director and the Director of the Division of Ports and Harbors ("DPH"), in accordance with their respective powers and duties, and in support of NHDOT's Neil Underwood Bridge replacement project, to: 1) execute a Right of Entry to the NH Department of Transportation ("NHDOT") for the temporary use of 26,657 sq. ft. of DPH property at the Hampton Harbor Marine Facility; and 2) execute an Interagency Transfer of Management Responsibility Agreement to NHDOT for a 2,707 sq. ft. parcel of land situated on the westerly side of Ocean Boulevard (Route 1A), subject to the approval of the Governor and Council; all in accordance with the memorandum of Geno J. Marconi, Director of Ports and Harbors, dated July 21, 2023, attached hereto.

N\Resolves\2023\DPH - Hampton Harbor ROE & ITMR Agr (8-17-23)

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: July 21, 2023

To: Pease Development Authority, Board of Directors

From: Geno J. Marconi, Division Director

RE: Interagency Transfer of Management Responsibility Agreement

The Division of Ports and Harbors (the "Division") received a request from NH Department of Transportation (DOT) for 1) a Right of Entry for the temporary use of 26,657 sq. ft. of Division property at the Hampton Harbor Marine Facility and 2) an Interagency Transfer of Management Responsibility Agreement (ITMR) for a 2,707 sq. ft. parcel of land situated on the Westerly side of Ocean Boulevard (Route 1A). This request is made in conjunction with DOT's Project Seabrook-Hampton 15904, which will replace the existing Neil Underwood Bridge that carries Rt. 1A over the Seabrook and Hampton Harbors. Both parcels are identified in the attached Exhibit A. The ITMR Agreement is subject to approval by Governor and Executive Council.

The NH DOT request to Governor and Executive Council is attached for reference and outlines the details of the agreement. Also attached are the proposed ITMR and Right of Entry Agreements.

The Division has reviewed the request and recommends approval by the PDA Board to authorize the PDA Executive Director to enter said agreements.

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
July 26, 2023

REQUESTED ACTION

Under NH RSA 12-G:8, V, authorize the Pease Development Authority Division of Ports and Harbors (PDA-DPH) and New Hampshire Department of Transportation (DOT) to enter into an Interagency Transfer of Management Responsibility Agreement (Agreement)) for a parcel of land on the westerly side of Ocean Boulevard (Route 1A), associated with the Seabrook-Hampton project# 15904. The 2,707 ± square foot parcel is integral to the new alignment of the project and is identified as Exhibit A in the proposed Agreement. The Agreement is subject to approval by the PDA Board of Directors and will be effective upon the Governor and Executive Council's approval.

EXPLANATION

This Interagency Transfer of Management Responsibility aims to transfer management responsibility from PDA-DPH solely to the DOT for the construction and future maintenance of the Seabrook-Hampton project #15904.

PDA-DPH and DOT are both agencies of the State of New Hampshire, and the state holds title to the subject property and will continue to do so. This Agreement should not be construed as a sale, grant, or disposal of real property or any other transfer of title or interest in the subject property. This Interagency Transfer of Management Responsibility for Real Property shall be recorded in the Rockingham County Registry of Deeds.

Authorization is respectfully requested for the approval of this Agreement between the agencies to transfer management responsibility for the parcel as described above.

William J. Cass, P.E., Commissioner
Department of Transportation

Paul Brean, Executive Director
Pease Development Authority

Return to:
Stephen LaBonte, Bureau Administrator
NH Department of Transportation
Bureau of Right of Way, Room 100
P.O. Box 483
7 Hazen Drive
Concord, NH 03302-0483

IF RECORDED; THIS IS A TRANSFER OF RESPONSIBILITY BETWEEN AGENCIES OF THE STATE OF NEW HAMPSHIRE AND IS THEREFORE EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX PURSUANT TO BY RSA 78-B:2(I)

Interagency Transfer of Management Responsibility
For a Tract of Land
Located along Westerly Sideline of Ocean Boulevard (Route 1A)
In Hampton, NH
From
Pease Development Authority
To
The State of New Hampshire Department of Transportation

THIS IS NOT A TRANSFER OF TITLE

The Pease Development Authority Division of Ports and Harbors (PDA-DPH), an agency of the State of New Hampshire established under New Hampshire RSA Chapter 12-G, with a business address of 55 International Drive, Portsmouth, NH 03801, County of Rockingham, State of New Hampshire, transfers to the State of New Hampshire, Department of Transportation (DOT), whose address is PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483, County of Merrimack, State of New Hampshire, management responsibilities to the following tract of land held in title by the State of New Hampshire.

A certain tract of land situated on the Westerly side of Ocean Boulevard (Route 1A), consisting of approximately 2,707 ± Square Feet, near station 4096+00 as depicted on Exhibit A, attached hereto.

Being a portion of Parcel 37 (Hampton State Pier), legislatively transferred by the enactment of 2000 N.H. Laws 55:8, from the Department of Resources and Economic Development (DNCR) to

the NH State Port Authority, which was merged into the PDA effective July 1, 2001, by HB 543 (Ch. 290, Laws of 2001).

PURPOSE: The purpose of this Interagency Transfer of Management Responsibility for real property is to denote the transfer of sole management responsibility for the tract from PDA-DPH to DOT for the construction and future maintenance of the Seabrook-Hampton Bridge 15904 project.

Whereas PDA-DPH and DOT are both agencies of the State of New Hampshire, which holds title to the subject property and will continue to do so, this Interagency Transfer of Management Responsibility is not and cannot be construed as a sale, grant, or disposal of real property or any other transfer of title or any interest in the property. This Interagency Transfer of Management Responsibility for Real Property shall nonetheless be recorded in the Rockingham County Registry of Deeds, so that in the event of any future conveyance of the property by the State of New Hampshire to another party, this instrument shall appear on record in the chain of title to confirm that no further fund reimbursement shall be required in future.

IN WITNESS WHEREOF the State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by Paul E. Brean, Executive Director of the Pease Development Authority, duly authorized and executed this _____ day of _____, 2023.

Signed, Sealed and Delivered
In the presence of:

THE STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTHORITY

By: _____
Paul E. Brean, PDA Executive Director

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY

On this _____ day of _____, 2023, before me, _____ the undersigned officer, personally appeared, Paul E. Brean, who acknowledged as being the Executive Director of the Pease Development Authority, and that as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Executive Director.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

_____
Notary Public/Justice of the Peace
My commission expires: _____

IN WITNESS WHEREOF the State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by William J. Cass, P.E., Commissioner of the Department of Transportation, duly authorized and executed this _____ day of _____, 2023.

Signed, Sealed and Delivered
In the presence of:

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By: _____
William J. Cass, P.E., Commissioner

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

On this 9th day of AUGUST, 2023, before me, PAUL CODDINGTON the undersigned officer, personally appeared, William J. Cass, who acknowledged as being the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Commissioner.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

_____
Notary Public/Justice of the Peace
My Commission Expires 9/7/2027

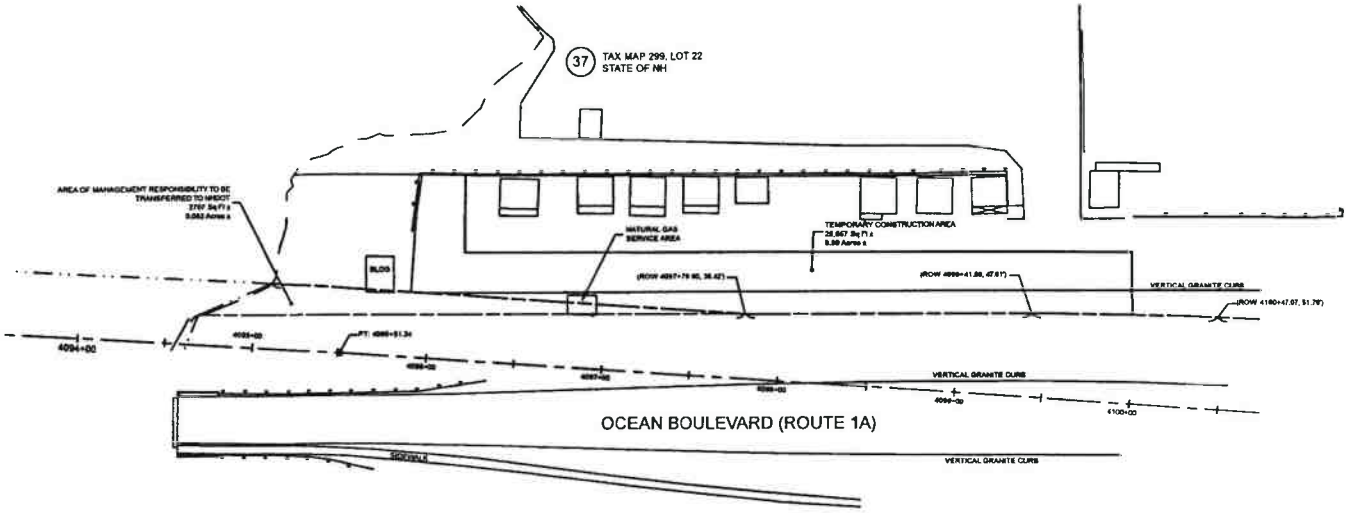
PAUL F. CODDINGTON
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires September 7, 2027

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on _____, 2023.

OFFICE OF THE ATTORNEY GENERAL

By: _____

Assistant Attorney General



LAND MANAGEMENT TRANSFER EXHIBIT A
TOWN OF HAMPTON, NH
ROCKINGHAM COUNTY

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

AGREEMENT FOR ENTRY AND CONSTRUCTION

THIS AGREEMENT entered into this day between the Pease Development Authority Division of Ports and Harbors (PDA-DPH), an agency of the State of New Hampshire established pursuant to New Hampshire RSA chapter 12-G, with a business address of 55 International Drive, Portsmouth, NH 03801 and the State of New Hampshire Department of Transportation (DOT), with a business address of 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483.

THAT, for consideration, the receipt of which is hereby acknowledged, PDA-DPH does hereby grant to the DOT, the right to enter upon a portion of its property depicted on Exhibit A, attached hereto, for the purpose of construction of the **Seabrook-Hampton** Bridge, State project #15904.

FURTHER, PDA-DPH does hereby provide DOT a temporary construction area on a portion of PDA-DPH property consisting of 25,657 +/- square feet as depicted on Exhibit A, for a period of 60-months during the construction of the project. The DOT will notify PDA-DPH upon approval from the Governor and Executive Council to proceed with the construction of the **Seabrook-Hampton** 15904 project. The PDA-DPH shall have unencumbered use of the area(s) at all other times. This Agreement shall expire on September 30, 2033, or one year after completion of the construction for the project, whichever date shall come first.

AND IT IS FURTHER AGREED that between the PDA-DPH and DOT no additional instrument will be required in connection herewith, nor will any additional consideration be required.

EXECUTED This _____ day of _____, 2023.

STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTHORITY

By: _____
Paul E. Brean, Executive Director

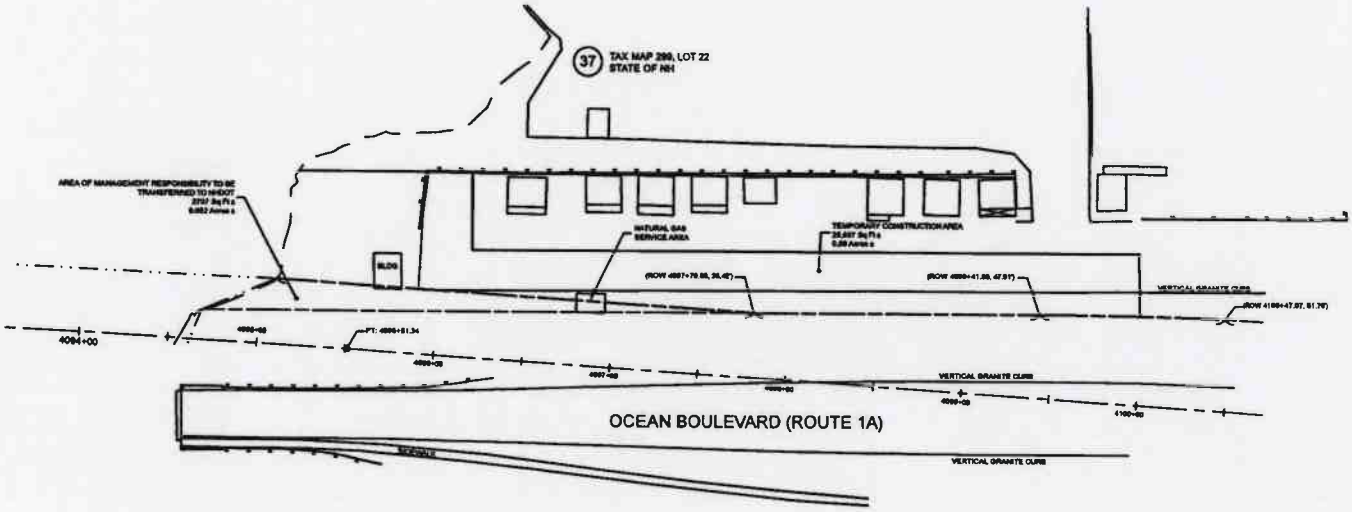
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By: _____
William J. Cass, P.E., Commissioner

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on _____, 2023.

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General



LAND MANAGEMENT TRANSFER EXHIBIT A
TOWN OF HAMPTON, NH
ROCKINGHAM COUNTY

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MOTION

Director Fournier:

In accordance with RSA 12-G:47, Pilots, and the NH Code of Administrative Rules PART Pda 305.02, Pilot Requirements for Initial Appointment as Class I or II Pilot, the Pease Development Authority Board of Directors approves the appointment of Vincent Taccetta as a Class I Pilot, to pilot vessels over 10,000 gross tons within the pilotage area landward of the line of demarcation including, but not limited to, Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire, which appointment term shall be in concurrence with his Merchant Mariners Credential; all in accordance with the Memorandum of Geno J. Marconi, Director of Ports and Harbors, dated August 2, 2023, attached hereto.

N:\RESOLVES\2023\DPH - Appointment of Taccetta Class I Pilot (8-17-23).docx

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Pease Development Authority ("PDA") Board of Directors

FROM: Geno J. Marconi, Division Director

DATE: August 2, 2023

RE: Captain Vincent Taccetta, Class I Initial Pilot Appointment

The Division of Ports and Harbors (the "Division") received a completed Initial Pilot Appointment Application ("Application") from Captain Vincent Taccetta. In accordance with Code of Administrative Rules PART Pda 305.02 Pilot Requirements for Initial Appointment as Class I or II Pilot, any person seeking an initial appointment as a Pilot shall:

(a) submit to the Division a completed application form as described in Pda 306.01 including all required certifications; and
(b) meet the requirements set forth in Pda 305.06 and Pda 305.07.

As Division Director, beginning in 2018, I have regularly met with Captain Taccetta to review his progress on fulfilling the requirements necessary to submit the Application.

Captain Taccetta currently holds a Merchant Mariner Credential, issued by the U.S. Coast Guard, endorsed for the following:

- MASTER of Self-Propelled Vessels Not Including Auxiliary Sail, Of Less Than 1600 Gross Tons Upon Inland Waters
- MASTER of Self-Propelled Vessels Not Including Auxiliary Sail Of Less Than 100 Gross Tons Upon Near Coastal Waters
- MASTER of Towing Vessels Upon Coastal Waters
- Radar Observer (Unlimited), Able Seaman-Special, Lifeboatman, Wiper, Stewards Department (F.H.)
- FIRST CLASS PILOT of Vessels of Unlimited Tonnage Upon The Waters of Portsmouth Harbor, NH, From Kitts Rock To Memorial Highway Bridge; Also Upon The Waters Of The Piscataqua River From the Memorial Highway Bridge To Dover Point

I find that Captain Taccetta has met the criteria set forth in Pda 300 PORT CAPTAINS, PILOTS AND PILOTAGE and, therefore, in accordance with RSA 12-G:47 and Pda 305.01, I recommend that the PDA Board of Directors approve Captain Vincent Taccetta's appointment as a Class I Pilot for vessels over 10,000 gross tons, within the pilotage area landward of the line of demarcation including, but not limited to, Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire. Said appointment term shall be in concurrence with his Merchant Mariners Credential.

PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors

From: Paul E. Brean, Executive Director

Date: August 7, 2023

Re: Special Event

I am pleased to report on the following special event:

A. July 22, 2023 – Yellowfin Events LLC held a Road Race utilizing a portion of the road network situated on the Pease International Tradeport; its PDA venue partner was Cisco Brewers.

B. August 13, 2023 - Sabine Strong Foundation held a 3.3 mile Road Race utilizing a portion of the road network situated on the Pease International Tradeport.

TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org