


LATE ITEM – XII.B.1.

MOTION

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into Addendum #2 regarding the previously approved Special Use Permit (“SUP”) and SUP Addendum #1 from the Department of Natural and Cultural Resources, Division of Parks and Recreation (“Division”), regarding access to Division property, by the US Army Corps of Engineers (“ACOE”) in connection with the 2023 Hampton Beach Jetty Repair; substantially in accordance with the memorandum from Geno J. Marconi, Division Director dated September 18, 2023 and the draft Addendum #2, attached hereto.

To: Pease Development Authority Board of Directors

From: Capt. Geno J. Marconi, Director 

Re: Addendum to Special Use Permit-Hampton Harbor Federal Navigation Improvement Project

Date: September 18, 2023

In December 2022, the Pease Development Authority Board of Directors authorized the PDA-DPH to enter into a Special Use Permit (SUP) with the New Hampshire Department of Natural and Cultural Resources, Division of Parks and Recreation regarding the Hampton Harbor Federal Navigation Improvement Project, attached hereto. This agreement allows the Army Corps of Engineers (ACOE) to access PDA-DPH and Parks and Recreation property in order to effect repairs to the Hampton Harbor North Jetty. Recently, Parks and Recreation has asked the PDA to enter into Addendum #2 to the SUP, also attached hereto, which modifies the agreement to address the placement of a crane on Parks and Recreation property and the use of an Unmanned Aircraft System or drone during the project.

At the Board's September 21, 2023, meeting, please authorize the Executive Director to execute the SUP Addendum # 2 agreement with the Department of Natural and Cultural Resources, Division of Parks and Recreation.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION



SPECIAL USE PERMIT

The Department of Natural and Cultural Resources through its Director, Division of Parks & Recreation (DNCR) under authority granted in RSA 227-H: 9 grants a Special Use Permit (the Permit) to: Pease Development Authority through its Executive Director, 55 International Drive, Portsmouth, NH 03801, and its invitees, agents and contractors (the Permittee) to use the below described State property for purposes requested in attached document "Information for the NH Department of Natural and Cultural Resources (DNCR) and the National Parks Service (NPS) For a Non-Conforming Temporary Use Permit at Hampton Harbor, NH," received from Bill Kavanaugh, Project Manager for the Permittee, attached herewith as EXHIBIT A, as follows:

State Land: Hampton Beach State Park – South Beach, Hampton, NH

Purposes of Permit: Use of the identified portion of the southerly end of Hampton Beach (the Premises) identified in the attached EXHIBIT A for the purpose of maintenance work of the north jetty feature of the Federal Navigation Project at Hampton Harbor, Hampton and Seabrook, NH (the Project).

Period of Use: September 25, 2022 through March 31, 2023

Fee: The Permittee is a State agency, fee is waived.

Insurance: The Permittee is a State Agency and is self-insured.

Bond Required: The Permittee is a State Agency, bond is waived.

The Permit is given under the following conditions:

1. The Permittee and all persons using the Premises with the consent of the Permittee shall comply with all applicable laws and regulations of the State of New Hampshire governing state forests and state parks.
2. The Permittee agrees that no trees or shrubs shall be cut, damaged or used by the Permittee except as may be provided herein, or without prior approval of DNCR.
3. DNCR 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 Permittee's officers, agents, invitees, servants or employees, who may be on the Premises at their invitation or the invitation of any one of them.
4. Permittee expressly waives all claims against DNCR 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 the Permit. The Permittee does not waive claims against DNCR for loss, damage, personal injury or death caused by or occurring as a consequence of the negligent acts or omissions of DNCR's employees or agents.
5. Prior to the start of work, DNCR shall be invited to a preconstruction meeting and be provided a list of contacts for the project including on-site staff including but not limited to the project supervisor, construction representative, project engineer, resident engineer, and project manager.
6. The Permittee shall, prior to the start of work, conduct public outreach to inform the public of the Project, including but not limited to press releases and onsite signage. DNCR shall post informational materials provided by the Permittee on the DNCR website.


Initial Date Feb 11/2022

7. The Permittee shall agree to document the existing condition of the Premises by taking photos of all areas outlined in Attachment A - Real Estate Plan herein.
8. The Permittee shall be permitted to begin delivery of required construction materials no earlier than September 25, 2022. The Permittee shall meet with the Park Manager and/or Regional Supervisor to discuss the delivery date and time no later than 48 hours prior to delivery.
9. The Permittee shall, at its expense, be responsible for proper traffic and safety control in the Park entrance as necessary. The Permittee shall submit a traffic control plan to DNCR no later September 1, 2022.
10. The Permittee shall be permitted to place construction mats along the beach access route to avoid compact of the sand and to protect pavement.
11. The Permittee shall rope off the staging area no later than 24 hours prior to the delivery date of construction materials.
12. The Park campground quiet hours are 10 p.m. through 7 a.m. The Permittee shall not begin work within the Park or start equipment prior to 7 a.m. and shall stop work and equipment prior to 8 p.m., daily while the campground is occupied.
13. The Permittee shall have permission to remove the guardrail located between the staging area and the beach access route to provide access for oversized equipment; however, the existing guardrail shall be re-installed upon completion of the project.
14. The Permittee shall work directly with New Hampshire Fish and Game and the US Fish and Wildlife Service to ensure protection of the endangered Piping Plovers.
15. Hampton Beach State Park is designated as a Section 6(f)(3) public recreational property under the Land and Water Conservation Fund (LWCF) Act through the National Park Service (NPS). DNCR, as official program liaison to the NPS for the LWCF program has obtained concurrence from the NPS (EXHIBIT B) that north jetty project will be direct benefit to Hampton Beach State Park, and other 6(f)(3) around Hampton Harbor, and will not require further NPS approval for the Permittee to temporarily establish project staging areas within the park, provided that the project be completed within the scheduled timeline and scope and that areas within the park used for staging and equipment and materials transportation be restored to their pre-existing condition.
16. All areas of the temporary construction easement and route access areas shall be fully restored to the condition it was initially found, at the expense of the Permittee. This shall include but not be limited to re-grading, spills, construction debris, damage to Park facilities or guardrails, damage to dunes or grass, etc. Restoration and/or repair shall be completed within 30 days of post-construction inspection.
17. The Permittee assumes all liability for any environmental damage as a result of the Project including discharge of oil or other toxic fluids. The Permittee shall be responsible for compliance with RSA 146-A: 5 (EXHIBIT C) regarding the reporting of discharge of oil.
18. To the extent permitted by law, the Permittee 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 the Permit.
19. DNCR and the Permittee shall complete a joint post-construction inspection upon the completion of the project but no later than March 31, 2023.
20. The Permittee shall not use the Premises for any commercial purposes; nor sublet or permit its use by any other person or persons except as may be provided herein.

21. The Permittee agrees that the Director, Division of Parks and Recreation or any duly authorized agents at any time may examine and inspect any and all property located and situated on and in the Premises.
22. The Permit is not transferable and the Director, Division of Parks and Recreation, may at any time revoke the Permit for any reasonable cause. Before the Permit is revoked concerning an issue relating to the Permit, DNCR agrees to coordinate with the Permittee to resolve any issues prior to revocation of the Permit. DNCR and the Permittee agree that if the matter cannot be resolved within (10) business days, DNCR may proceed with the revocation of the Permit.
23. The Permittee agrees to comply with all reasonable requests of the Director, Division of Parks and Recreation, or any authorized agents.
24. All precautions will be taken to ensure that there will be no conflict with recreational users on the Premises or in the area.
25. The Permittee agrees that all improvements made to the Premises, if any, will become the property of the DNCR.
26. The Permittee will notify the Seacoast Region Parks Supervisor (Meredith Collins at 603-227-8715) when any activity not included in this permit arising shall occur.
27. The Permit may be amended only by an instrument in writing signed by both parties hereto.


Both parties agree to the above:

PEASE DEVELOPMENT AUTHORITY


 Paul Brcan, Executive Director
 Pease Development Authority

4/7/2022
 Date

**STATE OF NEW HAMPSHIRE
 DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION**


 Philip A. Bryce, Director
 Division of Parks and Recreation

5-5-22
 Date

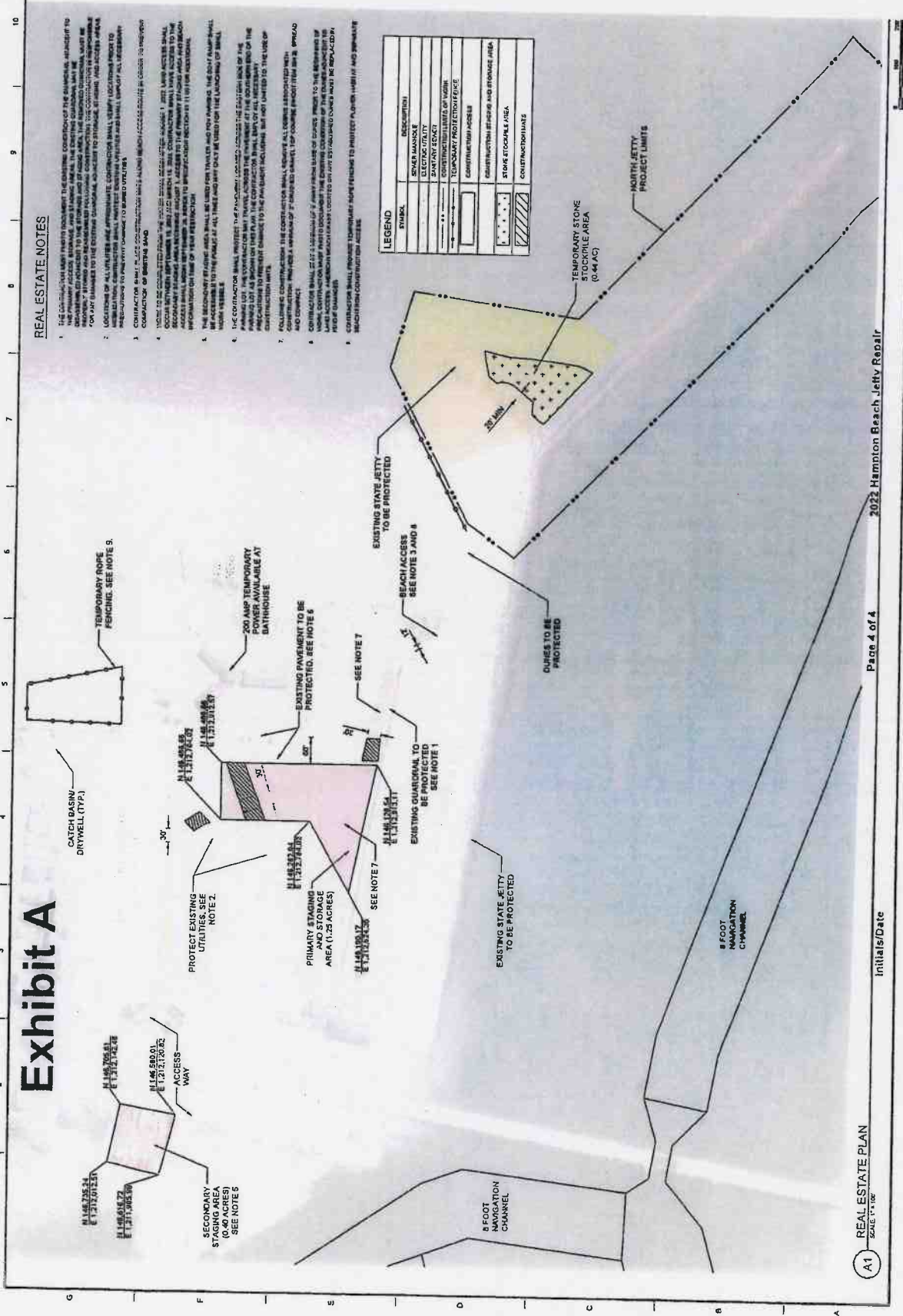
Concur:

 Sarah L. Stewart, Commissioner
 Department of Natural and Cultural Resources

5/10/22
 Date

See 1/11/2020

Exhibit A



REAL ESTATE NOTES

1. THE CONTRACTOR SHALL PROTECT THE EXISTING CONSTRUCTION OF THE ADJACENT, ADJACENT TO THE PROPERTY LOCATED, BEACHES, AND ADJACENT AREAS. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING.
2. LOCATIONS OF ALL UTILITIES AND APPROXIMATE CONSTRUCTION SHALL VERIFY LOCATIONS FROM RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND APPROXIMATE CONSTRUCTION SHALL VERIFY LOCATIONS FROM RECORD DRAWINGS AND FIELD SURVEY.
3. CONTRACTOR SHALL PLACE CONSTRUCTION BARRIERS WHICH ACCORDING TO DESIGN TO PROTECT CONSTRUCTION FROM THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND APPROXIMATE CONSTRUCTION SHALL VERIFY LOCATIONS FROM RECORD DRAWINGS AND FIELD SURVEY.
4. THE CONTRACTOR SHALL PROTECT THE EXISTING CONSTRUCTION OF THE ADJACENT, ADJACENT TO THE PROPERTY LOCATED, BEACHES, AND ADJACENT AREAS. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING.
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7. FOLLOWING CONSTRUCTION THE CONTRACTOR SHALL REMOVE ALL TEMPORARY FENCING AND APPROXIMATE CONSTRUCTION SHALL VERIFY LOCATIONS FROM RECORD DRAWINGS AND FIELD SURVEY.
8. THE CONTRACTOR SHALL PROTECT THE EXISTING CONSTRUCTION OF THE ADJACENT, ADJACENT TO THE PROPERTY LOCATED, BEACHES, AND ADJACENT AREAS. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING. THE EXISTING CONSTRUCTION SHALL BE PROTECTED BY TEMPORARY FENCING AND TEMPORARY ROPE FENCING.
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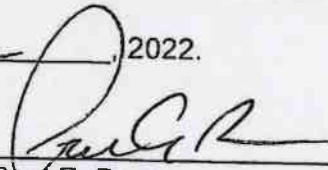
SYMBOL	DESCRIPTION
[Symbol]	SEWER MAINS
[Symbol]	ELECTRIC UTILITY
[Symbol]	WATER UTILITY
[Symbol]	TEMPORARY PROTECTION FENCE
[Symbol]	CONSTRUCTION BARRIERS
[Symbol]	STONE STOCKPILE AREA
[Symbol]	CONSTRUCTION LIMITS

	U.S. ARMY CORPS OF ENGINEERS WASHINGTON, DC 20315-5000 CONSTRUCTION DIVISION	REAL ESTATE PLAN REFERS TO THE NORTH JETTY MAPS IN THE NORTH JETTY	SHEET ID RE-001
DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____ SHEET NO. OF _____ PROJECT NO.: _____ CONTRACT NO.: _____ LOCATION: _____	U.S. ARMY CORPS OF ENGINEERS WASHINGTON, DC 20315-5000 CONSTRUCTION DIVISION	REAL ESTATE PLAN REFERS TO THE NORTH JETTY MAPS IN THE NORTH JETTY	SHEET ID RE-001

**HAMPTON HARBOR, NEW HAMPSHIRE
FEDERAL NAVIGATION IMPROVEMENT PROJECT
MAINTENANCE OF THE NORTH JETTY
AUTHORIZATION FOR ENTRY FOR CONSTRUCTION**

I, Paul E. Brean, Executive Director of the Pease Development Authority, a body politic and corporate of the State of New Hampshire, created in accordance with the provisions of NH RSA 12-G and acting in concert with its Division of Ports and Harbors, do hereby certify that the Pease Development Authority has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands as shown on the attached Exhibit "A", to support maintenance work of the north jetty feature of the Federal Navigation Project at Hampton Harbor, Hampton and Seabrook, New Hampshire. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon the lands as shown on Exhibit "A" for a period from July 1, 2023 through March 31, 2024 to use the lands for staging, storage and access as set forth in the plans and specifications held in the U.S. Army Corps of Engineers New England District Office, 696 Virginia Road, Concord, Massachusetts 01742. Exhibit "A" consists of Sheet RE-101 entitled "Hampton Harbor, Hampton, New Hampshire, Repairs to the North Jetty, Real Estate Plan".

WITNESS my signature as Executive Director of the Pease Development Authority this 15 day of December 2022.

By: 
Paul E. Brean
Executive Director

HAMPTON HARBOR, NEW HAMPSHIRE
FEDERAL NAVIGATION IMPROVEMENT PROJECT


MAINTENANCE OF THE NORTH JETTY
State of New Hampshire, Pease Development Authority

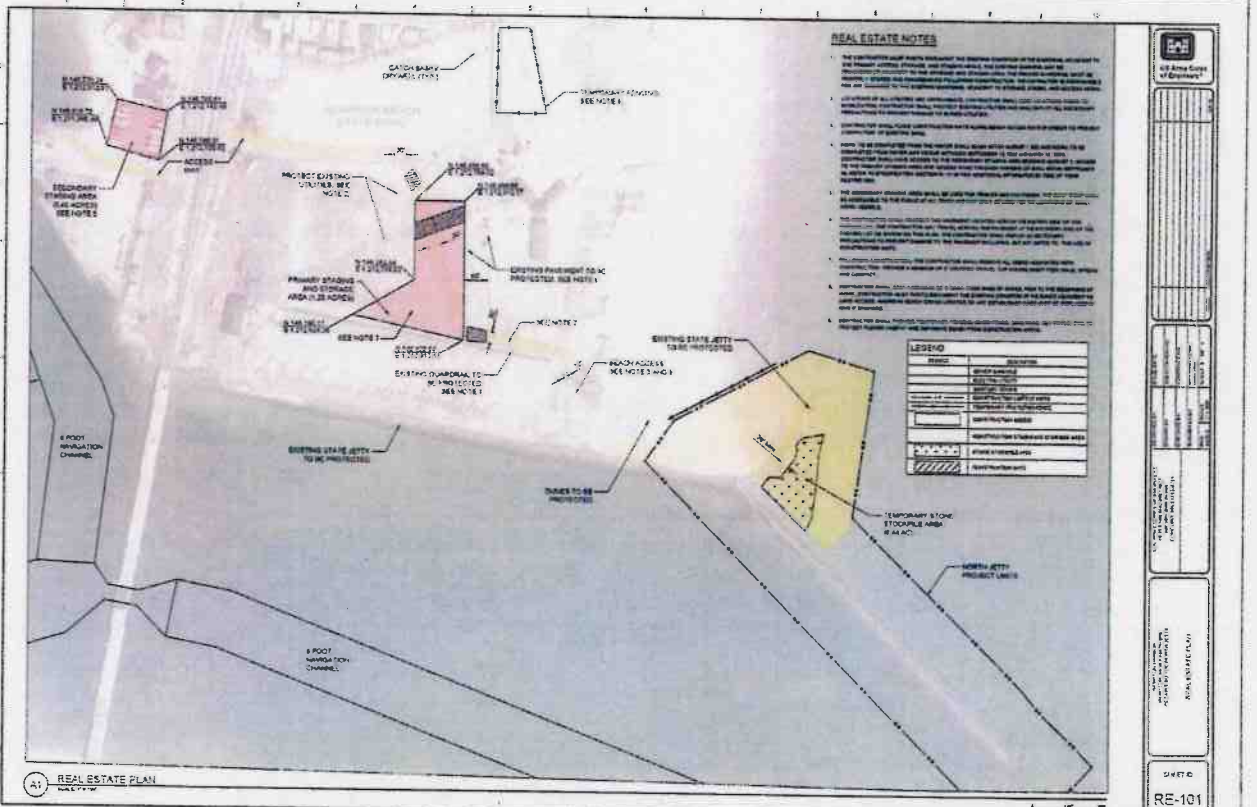
ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Anthony I. Blenkinsop, Deputy Director and General Counsel of the Pease Development Authority, certify that the Pease Development Authority has the authority to grant the above Authorization for Entry; that said Authorization for Entry, is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as General Counsel for the Pease Development Authority
this 15th day of December, 2022.

By: _____


Anthony I. Blenkinsop
Deputy Director / General Counsel



REAL ESTATE NOTES

1. The boundaries shown herein are based on the information furnished by the owner and are not to be construed as a warranty of accuracy or as a representation of title. The boundaries shown herein are based on the information furnished by the owner and are not to be construed as a warranty of accuracy or as a representation of title.
2. All work of all nature and character shall be done in accordance with the applicable laws, ordinances, regulations, codes, rules, and orders of the relevant authorities. The contractor shall be responsible for obtaining all necessary permits and licenses.
3. The contractor shall be responsible for obtaining all necessary permits and licenses.
4. The contractor shall be responsible for obtaining all necessary permits and licenses.
5. The contractor shall be responsible for obtaining all necessary permits and licenses.
6. The contractor shall be responsible for obtaining all necessary permits and licenses.
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9. The contractor shall be responsible for obtaining all necessary permits and licenses.
10. The contractor shall be responsible for obtaining all necessary permits and licenses.

SYMBOL	DESCRIPTION
(Solid line)	Proposed
(Dashed line)	Existing
(Dotted line)	Existing State Jetty to be Protected
(Stippled area)	Existing Quarry to be Protected
(Wavy line)	Reach Access
(Vertical lines)	Pilers to be Protected
(Diagonal lines)	Temporary Stone Stockpile Area
(Dashed line with dots)	Existing Jetty Project Limits


 City of Ontario
 Planning Department
 1000 Bay Street, 10th Floor
 Ontario, CA 91764
 Phone: (951) 261-4000
 Fax: (951) 261-4001
 Email: info@cityofontario.com

PROJECT NO.: RE-101
 DATE: 08/15/2018
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]

DWG NO.
RE-101



NH Department of Natural and Cultural Resources
 Division of Parks and Recreation
 172 Pembroke Road
 Concord, NH 03301 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

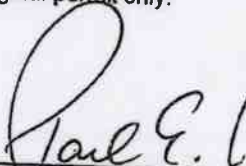
SUP ADDENDUM

Permittee: Pease Development Authority
 Event: Hampton Harbor Jetty Repair
 Addendum Date: 11/14/2022

This addendum grants the following changes to the above referenced permit:

- Page 1 of the original document, Period of Use shall be revised to say: September 25, 2023 through March 31, 2024.

All other contract items listed in the original permit shall remain true to its original form. The above change is in addition to the original permit only.


 Paul Brean, Executive Director
 Pease Development Authority

12/15/2022
 Date

 Brian J. Wilson, Director
 NH Division of Parks and Recreation Date

Concur:

 Sarah L. Stewart, Commissioner
 Department of Natural and Cultural Resources Date



NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

SUP ADDENDUM #2

Permittee: Pease Development Authority
Event: Hampton Harbor Jetty Repair
Addendum Date: 08/30/23

This addendum grants the following changes to the above referenced permit:

- Page 4 of the original document, shall have the following added:
 28. The Permittee shall be allowed to install a temporary crane onsite no earlier than October 10, 2023, and for the duration of the Permit. The crane shall be located in the area outlined in blue on Exhibit A rev1.
 29. The Permittee shall be allowed to install an Office trailer as indicated in Exhibit A rev 1.
 30. The Permittee shall be allowed to take drone footage of the area no earlier than September 11, 2023, and as listed herein.
 - A. The operation of an Unmanned Aircraft System (UAS), a.k.a. "drones," in NH State Parks is prohibited unless approved by the Director by issuance of a Special Use Permit (SUP) for certain purposes. The Director grants the Permittee the operation of one (1) UAS subject to the following conditions:
 - i. The Permittee shall use a professional photographer to record its own Event for promotion purposes.
 - ii. The Permittee shall use an UAS for promotional use contingent upon receiving all necessary permitting and approvals, including but not limited to filing the UAS questionnaire with the State. See Exhibit B: UAS Questionnaire.
 - iii. The UAS operator shall be licensed by the Federal Aviation Administration (FAA) and shall abide by all current FAA, NH Department of Transportation ("DOT"), Bureau of Aeronautics, The NH Department of Fish & Game, and any other applicable regulations and requirements for the use and operation of an UAS. Information can be found at:
 1. FAA: https://www.faa.gov/uas/media/Part_107_Summary.pdf
 2. NHDOT: <https://www.nh.gov/dot/org/aerorailtransit/aeronautics/drones.htm>
 3. NH Fish & Game: <https://wildlife.state.nh.us/legislative/>
 - iv. Operation of an UAS shall be restricted to the designated area(s) within the Park, and to the date(s) and times identified herein. Operating an UAS in a reckless manner or outside the designated area(s) or at night is strictly prohibited.
 - v. The UAS operator shall not cause any unacceptable impacts, as determined by the park staff, to the resources or visitor experience.
 - vi. Interference by an UAS with official law enforcement, fire or medial service, or other emergency operations is strictly prohibited.
 - vii. Flying an UAS directly over people, vessels, vehicles, or structures, state park campgrounds, or beach areas and endangering the life and property of others is strictly prohibited.
 - viii. The recording of any kind (visual, audible, etc.) of people other than those directly associated with the Permittee is strictly prohibited.
 - ix. The Permittee shall monitor all UAS use on State Park Property and the Event at all times.
 - x. The Permittee shall ensure that no UAS use shall occur near the helicopter landing zone or within any aviation flight path.
 - xi. All accidents, however minor and regardless of damage to persons or property, shall be reported immediately to the park staff.

NH Department of Resources and Economic Development – Division of Parks and Recreation
Special Use Permit Addendum 2 continued

- xii. The Permittee accepts full responsibility for the use and management of the UAS during the Event.
- xiii. The State reserves the right to revoke this Permit provision if the requirements listed herein are not being followed.
- xiv. The Permittee shall abide by all other conditions and/or restrictions specified in the Permit.
- B. The Permittee shall agree to only fly the drone in the flight path identified in Exhibit C: Drone Flight Path.
- C. Additional flights to track the progress of the repairs shall be permitted.
 - i. The Permittee shall contact the State no less than 24 hours prior to each flight to indicate location and time filming shall take place.

All other contract items listed in the original permit shall remain true to its original form. The above change is in addition to the original permit only.

 Paul Brean, Executive Director Date
 Pease Development Authority

 Brian J. Wilson, Director, or Authorized Designee Date
 NH Division of Parks and Recreation

Concur:

 Sarah L. Stewart, Commissioner Date
 Department of Natural and Cultural Resources