

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 December 12, 2024 *
(Parker)**

III. Public Comment:

IV. Committees:

A. Report:

1. Port Committee *
2. Airport Committee *

V. Old Business:

No items to report

VI. Consent Agenda Items:

A. Consent Agenda Approvals * (Levesque):

1. Somerset Welding & Steel dba J&J Truck Bodies – Two (2) Dump Truck Bodies *
(Ferrini)
2. Legal Services * **(Conard)**
3. Port City Air Repair, Inc. - Shelter Hangar #7 Improvements * **(Fournier)**
4. New England Life Flight, Inc. dba Boston MedFlight * **(Semprini)**
5. New Hampshire Air National Guard – License Agreement - Air Show September 6
& 7, 2025 * **(Parker)**
6. Alliance Group Services, LLC – On-Call HVAC Service Agreement * **(Ferrini)**

B. Consent Agenda Approval with Waiver:

1. Pease Golf Course - McFarland Ford Sales, Inc. – Purchase F250 Pickup Truck *
(Fournier)

VII. Finance:

A. Executive Summary *

B. Reports:

1. FY2025 Financial Report for the Five-Month Period Ending November 30, 2024 *
2. Cash Flow Projections for the Nine Month Period Ending September 30, 2025 *

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

A. Report *:

1. IB ABEL Inc. – Right of Entry – 119 Arboretum Drive

IX. Leases:

A. Approval:

1. 68 New Hampshire Ave LLC - Concept Approval for Outpatient Health Care Center and Potential Ground Lease Extension * (**Levesque**)

X. Contracts:

A. Report *:

1. Sunbelt Rentals – Mini Excavator – 55 International Drive
2. Modern Pest Services (fka Eco Services Pest Control)– Exercise First of Two One-Year Options
3. Davidson Sales - Emergency Generator Repairs – Air Traffic Control Tower
4. VHB – Drainage Analysis at Portsmouth International Airport at Pease

XI. Signs:

No items to report

XII. Executive Director:

A. Reports:

1. Golf Course Operations
2. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) December 2024 *

XIII. Division of Ports and Harbors:

A. Reports:

1. Division of Ports and Harbors Facilities Report *
2. Two Commercial Mooring Transfers – S.F. LLC to SNH-Rye, LLC *
3. Commercial Mooring Transfer – Crawshaw to Lyons *

B. DPH Consent Agenda Approvals * (Semprini):

1. Initial Proposed Schedule of Parking, Launch, and Vessel Storage Fees for Hampton and Rye Harbor Marine Facilities, Pda Rule 610.02 * (**Conard**)
2. Riverside & Pickering Marine Contractors, Inc. – Portsmouth Fish Pier * (**Ferrini**)
3. Tighe & Bond – Rye Harbor Study Project * (**Parker**)

XIV. New Business:

A. Report:

No items to report

B. Grant Applications Filed in December:

No items to report

XV. Special Event:

A. Report *:

1. Millennium Running - St. Patty's 5k/10k Road Race held on March 9, 2025

XVI. Upcoming Meetings:

Port Committee	March 6, 2025 @ 8:00 a.m.
Golf Committee	March 10, 2025 @ 8:30 a.m.
Finance Committee	March 10, 2025 @ 9:00 a.m.
Board of Directors	March 11, 2025 @ 8:30 a.m.


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

XVII. Directors' Comments:

XVIII. Adjournment:

XIX. Press Questions:

XX. Consultation with Counsel:

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

MOTION

Director Parker:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on December 12, 2024.

N:\RESOLVES\2025\Approve Minutes 12-12-24 (1-7-25).docx

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

Thursday, December 12, 2024

Presiding: Neil Levesque, Vice Chair
Present: Thomas G. Ferrini, Treasurer; Steve Fournier; Susan B. Parker, Karen Conard, and Brian Semprini
Absent: Steve Duprey, Chairman
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director / General Counsel; Suzy Anzalone, Director of Finance; Michael R. Mates, Director of Engineering; Myles Greenway, Interim Director of Division of Ports and Harbors; Jared Sheehan, Environmental Compliance Manager; Chasen Congreves, Director of Operations; Greg Siegenthaler, IT Director; and Raeline A. O'Neil, Executive Administrative Assistant

AGENDA

I. Call to Order:

Vice-Chairman Neil Levesque ("Levesque") called the meeting to order; the meeting commenced at **8:31 a.m.**

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of November 14, 2024

Director Ferrini **moved** the **motion** and Director Fournier **seconded** to **accept the meeting minutes of the Board of Directors' meeting held on November 14, 2024.**

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

III. Public Comment:

Beth Tuttle ("**Tuttle**") – Spoke to the recent posting of the RFQ/P regarding the Rye Harbor Improvements and multiple comments / inquiries regarding content, goals, process, and budget. Mentioned the capital invested by current Right of Entry ("ROE") holders.

Levesque spoke to Tuttle providing her inquiries in writing.

Paul E. Brean, Executive Director, indicated the Scope of Work within the RFQ/P may assist in providing information sought.

Adam Baker ("**Baker**") – Spoke to the investment of capital into his business, the expiration forthcoming of the ROEs, and whether they will be renewed for the upcoming season.

Levesque stated this was for public comment; Baker asked how to receive answers to his questions.

IV. Old Business:

No items to report

V. Consent Agenda Items:

A. Consent Agenda Approvals:

1. **Shaines & McEachern Company Portsmouth LLC – Lease Assignment and Amendment - 282 Corporate Drive**
2. **ATDG, LLC - 360 Corporate Drive – Site Review Approval Extension**
3. **Legal Services**
4. **Hall Brothers Contracting Inc. - Partial Roof Replacement – 30 Rye Street**
5. **Fred C. Church – Insurance Renewal**
6. **Cooperative Alliance for Seacoast Transportation (“COAST”) Contribution**
8. **Enterprise Rent-A-Car Company of Boston, LLC – Lease Amendment 1 - Portsmouth International Airport**
9. **Great Circle Catering LLC – Lease Amendment 1- Portsmouth International Airport**
10. **S.U.R. Construction, Inc. – Right of Entry Extension – Jones School and Ashland Road**
11. **Allegiant Air, LLC - Terminal Space Lease and Airfield Operating Agreement**
12. **Portsmouth International Airport at Pease – Honeywell International, Inc. – Service Agreement**
13. **Fuss & O’Neill - PDA’s On-Call Engineer – Stormwater Sampling Services for Pease, Skyhaven and Market Street Terminal**

Director Fournier moved the motion and Director Conard seconded that the Pease Development Authority Board of Directors hereby moves that item numbers 1-6 and 8-13 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.

Discussion: Director Parker asked that item 7 (Pease Greeters) be addressed separately from the consent agenda. Disposition: Resolved unanimous vote for; motion carried.

7. **Pease Greeters – Right of Entry – Portsmouth International Airport at Pease**

Director Parker moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a Right of Entry (“ROE”) with the Pease Greeters to perform greeting services to inbound and outbound troop movements at Portsmouth International Airport for a period of twelve (12) months, effective from January 1, 2025 through December 31, 2025, to also include validation of the necessary airport security badges through this time period; substantially in accordance with a memorandum from John

Meehan, Airport Operations Manager dated November 15, 2024 and the Right of Entry, dated November 19, 2024.

Discussion: Parker commended the Pease Greeters for the service they provide to both inbound/outbound troops.

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

B. Approval with Waiver:

1. USDA / WS Wildlife Control Proposal at Airports

Director Semprini **moved** the **motion** and Director Conard **seconded** that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture, Animal and Plant Health Inspection Services and Wildlife Services (APHIS-WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW); any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with Federal and State permits, for the period of January 1, 2025, through December 31, 2025, in the amount of \$44,211.65; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated November 20, 2024, and attached hereto.

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

1. PDA has a long-standing relationship with APHIS/WS stemming back to the time the PDA was formed;
2. APHIS/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream;
3. APHIS/WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet 14 CFR 139 requirements; and the APHIS/WS is the FAA recognized federal authority for airport wildlife hazard management and training; and
4. In addition, this agreement is a cost share with our partners at the NHANG and any taking of wildlife will be in compliance with Federal and State permits.

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

VI. Finance:

A. Executive Summary

B. Reports:

1. **FY2025 Financial Report for the Four-Month Period Ending October 31, 2024**
2. **Cash Flow Projections for the Nine Month Period Ending August 31, 2025**

Finance Director Suzy Anzalone (“Anzalone”) spoke to the Executive Summary and two (2) reports and indicating Year-To-Date (“YTD”) operating revenues are trending 3.1% over budget. Anzalone highlighted operating expenses being overbudget due to the engineering costs incurred in

October for the Hampton Harbor feasibility study, funded by ARPA. Where this is not a capital project it is included in operating expenses and the related ARPA grant funding is included in non-operating revenue; the ultimate net impact after reimbursement was \$5,000. Also, when it was determined not to move forward with the Rye Harbor Retail study, engineering costs were expensed and project written off. Anzalone provided confirmation from the State that the ARPA funding received and utilized for engineering costs will not need to be reimbursed to State; the revenue adjustment will be seen in next month's reporting.

Parker asked if money remained in the Rye line item; Anzalone stated no funding budgeted and the remaining ARPA funds will be returned to the State.

Anzalone spoke to an operating loss providing favoring to budget on YTD basis, with all units performing favorably. However, where the Division of Ports and Harbors ("DPH") fuel pumps are inactive due to damage from storms resulting in lower revenue, its overall operating expenses are performing favorably excluding the on-time ARPA related study and engineering costs.

Anzalone spoke to capital expenditures of \$4.1 million YTD, a strong balance sheet and information provided in materials regarding the capital expenditures. Also spoke to cash inflows/outflows over the next nine (9) months and the anticipated grant and non-grant funded projects. Further, with respect to DPH, Anzalone spoke to the anticipated cash inflows/outflows, grant and non-grant funded projects, and monetary effects to the budget.

Lastly, Anzalone indicated the information provided regarding cash flow had been prepared prior to knowing the scenarios regarding the Portsmouth Fish Pier building expenditures and stated an adjustment will be made once final determination is made.

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

No items to report

VIII. Leases:

A. Report:

1. Sublease between Two International Group LLC and TMS Architect, LLC – 2 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: TMS Architects, LLC
Space: 2 International Drive
Use: Office and related uses.
Term: Ten (10) years commencing February 1, 2025, and expiring January 31, 2035.

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 Fournier was consulted and granted his consent.

IX. Contracts:

A. Report:

1. **Turf Product Inc. – Pease Golf Course – Toro 300-gallon Sprayer**
2. **Finch Turf Inc. - Pease Golf Course – Buffalo BT-CKB7 Debris Blower**
3. **Boyer’s Truck Equipment – Division of Ports and Harbors – Utility Body for 2014 F250**
4. **K. Patterson Paving – Division of Ports and Harbors 555 Market Street Terminal – Asphalt Repairs**

In accordance with Article 3.9.1.1 of the PDA Bylaws, Brean reported the following:

1. Project Name: Turf Product Inc.
Board Authority: Director Ferrini
Cost: \$6,314.22
Summary: Pease Golf Course (“PGC”) purchase of a replacement pump for a Toro 300-gallon Sprayer from Turf Products Inc., for a price not to exceed \$6,314.22.
2. Project Name: Finch Turf Inc.
Board Authority: Director Ferrini
Cost: \$10,763.67
Summary: PGC purchase of a Buffalo BT-CKB7 Debris Blower from Finch Turf Inc., for a delivered price not to exceed \$10,763.67. Two vendor quotes obtained.
3. Project Name: Boyer’s Truck Equipment
Board Authority: Director Ferrini
Cost: \$13,930.00
Summary: Division of Ports and Harbors (“DPH”) purchase of a utility body for its 2014 Ford F250 from Boyer’s Truck Equipment, for a delivered price not to exceed \$13,930.00. Three vendor quotes obtained.
4. Project Name: K. Patterson Paving of Epping, NH
Board Authority: Director Ferrini
Cost: \$13,000
Summary: DPH Market Street Terminal – replaced 2,600 sq. ft. of deteriorated pavement on an expedited basis, repairs between salt ship arrivals; price reduced on asphalt, mobilization and preparation by 60%, as company in are on another project.
(NOTE: DPH did not obtain prior Board approval of this repair in accordance with the provisions of RSA 12–G:8, VIII.)

X. Signs:

No items to report

XI. Executive Director:

A. Reports:

Brean provided the Board with a summary of highlights which occurred during the past year.

- Arrivals Hall Additional Space - ARPA funding received (Occupancy Permit received)
- Coordination of PDA staff, Defense Logistics Agency, Department of Defense, Environmental Protection Agency, NH DES, and USAF for the removal of the former USAF Jetfuel pipeline to allow development along Arboretum Drive
- Reconstruction of Corporate Drive in collaboration with City of Portsmouth;
- New Ground Leases Recognized
 - Lonza Iron Parcel - Vertex building construction
 - 100 NH Avenue
- Drainage Swale cleanouts for stormwater management
- Ethos Veterinary repurpose of former SNHU Building
- Main Wharf Rehabilitation Project
- American Cruise Lines Port of Call at Portsmouth
- Hosted US Coast Guard Eagle with approximately 60,000 in attendance
- Storm Remediation at Rye and Hampton Harbor, restore facilities prior to season opening, FEMA applications
- Golf Course
 - Quality of play for the average consumer
 - Large fleet of battery golf carts
 - Record Number of Rounds
 - Environmental initiatives resulting in reduced water consumption and herbicide applications
- Both DAW and PSM received high marks during annual certification inspections by NH DOT Aeronautics and FAA
- Increased commercial passenger activity at PSM has resulted in strong revenue in automobile parking and car rental concessions; PSM is fourth busiest airport in New England to include military, general aviation and commercial aviation.
- Fuel Flowage Fees continue to provide revenue from high demand users that allow PDA to fund airfield maintenance and repair.
- Addition of a second airline to Seacoast.
- PDA/PSM hosted the largest air conference in Northeast allowing peers an understanding of a joint use airport as well as the necessary collaboration (military, state, city and PDA).

Levesque appreciated Brean and PDA staff's efforts over the past year and the information provided which allowed an overview to the public.

1. 2025 Meeting Schedule

2025 BOARD MEETINGS												
THIRD TUESDAY OF MONTH AND COMMITTEE MEETINGS MONDAY PRECEDING BOARD MEETINGS												
	BOARD		FINANCE		GOLF		AUDIT		PORT		Noise Compatibility	
Month	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date
January	Tues.	01/07/25										
February	None											
March	Tues.	03/11/25	Mon.	03/10/25	Mon.	03/10/25			Thurs.	03/06/25		
April	Tues.	04/15/25					Mon.	04/14/25			Tues.	04/15/25
May	Tues.	05/20/25										
June	Tues.	06/17/25	Mon.	06/16/25	Mon.	6/16/2025			Thurs.	06/05/25		
July	None											
August	Tues.	08/19/25										
September	Tues.	09/16/25	Mon.	09/15/25	Mon.	09/15/25			Thurs.	09/04/25		
October	Tues.	10/21/25					Tues.	10/14/25			Tues.	10/21/25
November	Tues.	11/18/25										
December	Tues.	12/16/25	Mon.	12/15/25	Mon.	12/15/25			Thurs.	12/04/25		
NOTE: ALL MEETINGS ARE SUBJECT TO CHANGE AND BEGIN AT 8:30 A.M. UNLESS OTHERWISE POSTED.												
Legend												
Board	Third Tuesday of Month						No Meetings in February and July					
Finance	Quarterly - Monday before Board											
Golf	Quarterly - Monday before Board											
Audit	Semi-Annually - Monday before Board (April/Oct)											
Port	Quarterly - 1st Thursday											
Noise	Semi-Annually - 3rd Tuesday (April and October)											

Brean reminded the Board the meetings are now scheduled for the third Tuesday of the month, with some exceptions.

2. 2025 PDA Holiday Schedule

Holidays - 2025	Day	Date
New Year's Day	Wednesday	1/1/2025
Martin Luther King/Civil Rights Day	Monday	1/20/2025
Presidents' Day	Monday	2/17/2025
Memorial Day	Monday	5/26/2025
Juneteenth Day	Thursday	6/19/2025
Independence Day	Friday	7/4/2025
Labor Day	Monday	9/1/2025
Columbus Day	Monday	10/13/2025
Veterans' Day	Tuesday	11/11/2025
Thanksgiving Day	Thursday	11/27/2025
Day after Thanksgiving	Friday	11/28/2025
Christmas Day	Thursday	12/25/2025

3. Elections (Vice-Chair and Treasurer)

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motions set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 12, 2024:

ELECTION OF OFFICERS

Brean stated, "In accordance with Section 3.4 of the PDA By-Laws, our agenda today includes the election of officers. Pursuant to Section 3.6 of the PDA By-laws, the officers you need to elect are a Vice-Chairman and a Treasurer of the Board, both of whom will serve in such capacity for a term of one (1) year or until the next Annual Meeting, whichever first occurs."

I. Meeting Chairman: "Do I have a motion for election of a Vice-Chairman?"

Director Ferrini **moved** the **motion** and Director Fournier **seconded** that Vice-Chairman **Neil Levesque** be elected in this process.

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

II. Meeting Chairman: "Do I have a motion for election of a Treasurer?"

Director Fournier **moved** the **motion** and Director Conard **seconded** that the Board elect **Tom Ferrini** as **Treasurer** of the Pease Development Authority.

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

Director Semprini departed the meeting at 9:07 a.m. and returned at 9:09 a.m.

4. Committee Appointments

PDA COMMITTEE LISTING – EFFECTIVE December 12, 2024

Standing Committees

Executive Committee

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

Marketing and Economic Development Committee

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

Finance Committee

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

Zoning Adjustment & Appeals Committee

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

Airport Committee

Karen Conard, Chair
Steve Fournier
Brian Semprini
Staff Contact: Brean/Mates

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

Karen Conard, Chair
Thomas G. Ferrini
Neil Levesque
Staff Contact: Blenkinsop/Mates

Transportation Management Committee

Brian Semprini, Chair
Karen Conard
Susan Parker
Staff Contact: Mates

Golf Committee

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

Port Committee

Neil Levesque, Chair
Steve Fournier
Karen Conard
Staff Contact: Brean/Greenway (Interim)

Audit Committee

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

Legal Bill Review

Susan Parker, Chair
Thomas G. Ferrini
Karen Conard
Staff Contact: Blenkinsop

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

P:\BOARD DIRECTORS INFO\Committee List\Committee List 12-12-24.docx

Brean referenced the memo provided in the materials provided by Chairman Duprey.

5. Golf Course Operations

Scott DeVito (“DeVito”), Pease Golf Course (“PGC”) General Manager, indicated the courses were closed as of December 1st and stated there were 74,251 rounds played this year. DeVito commended PGC staff who work hard maintaining the course / facility and the reduction of rounds by season passholder rounds from 15,000 in 2023 to 10,000 in 2024. There was a change from full week to mid-week passes with PGC filling openings from the wait list; anticipate similar sales of season passes and anticipate PGC will be at capacity being capped at 250. Also, spoke to an increase in revenue at Grill 28 over the holiday period.

6. Airport Operations

a) Disadvantage Business Enterprises (“DBE”) Airport Grant Assurances Requirement

Brean spoke to a FAA requirement when airport improvement funding is granted to update DBE; staff provided a detailed program, meeting its obligations of December 2024.

b) Portsmouth International Airport at Pease (PSM)

c) Skyhaven Airport (DAW)

Brean stated enplanements being 79,928 YTD strong through October and anticipate to close around 100,000 enplanements for the year; spoke to revenue parking and fuel flowage fees being strong with commercial and charter enplanements; and the additional route of Allegiant to Sarasota, FL (between both airlines PSM provides seven destination options).

d) Noise Line Report

(i) November 2024

Brean stated there were three noise inquiries for the month of November with staff reviewing and attending to complaints as necessary.

B. Approval:

1. State of New Hampshire/Pease Development Authority/ Jalbert Leasing, Inc. d/b/a C&J Bus Lines – Lease of PDA property at NH Park and Ride and Transportation Terminal

Director Parker moved the motion and Director Fournier seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to finalize and execute the lease agreement with the New Hampshire Department of Transportation (“NHDOT”) and Jalbert Leasing, Inc. dba C&J Bus Lines, for the portion of the Park and Ride premises along Grafton Drive on PDA property, and further authorizes the execution of all appropriate and related documents necessary for the implementation of this transaction; all in accordance with the memorandum of Paul E. Brean, Executive Director dated December 5, 2024 and the draft Lease Agreement, attached hereto; and conditioned upon the approval of the draft Lease Agreement by the Governor and Executive Council on behalf of the NHDOT.

Discussion: Ferrini abstained from both deliberation and vote.

Fournier asked whose duty it is to maintain the drainage infrastructure, including the drainage swale, on the leasehold; Brean indicated it will be the vendor's responsibility to maintain the drainage infrastructure and swale(s) on the leased premises.

Disposition: Resolved **unanimous** vote (5-0; Director Ferrini abstaining) for; motion **carried**.

XII. Division of Ports and Harbors:

A. Reports:

1. Division of Ports and Harbors Facilities Report

Myles Greenway ("Greenway"), Interim Director of Ports and Harbors spoke to the Main Terminal and receipt of notice from NHDOT to proceed with the functional replacement rebid; anticipate bids to be out in April/May of 2025, construction to begin in spring of 2026 and the project being 100% funded by NHDOT.

Ferrini asked if there were a need for core sampling for construction; Greenway wasn't sure if this has been done but indicated initially would be for an understanding regarding the spoils first.

Greenway spoke to the anticipated departure of the specialized storage tanks and schedule of a heavy lift vessel.

Regarding Portsmouth, Rye and Hampton facilities, Greenway spoke to the completion of the third-party hoist inspection, working with Lakes Region regarding the Rye fuel system, and a meeting with Army Corp of Engineers regarding the Hampton 107 Feasibility Study.

Greenway indicated the Commercial Registration Day has been scheduled at the Dover DMV for December 20th.

Regarding the Port Committee meeting on the 16th, Greenway spoke to two items being the Initial Proposal of Schedule of Fees for Parking, Launching and Vessel Storage and additional Portsmouth Fish Pier work. Greenway indicated receipt of additional work from Riverside and Pickering at the Portsmouth Fish Pier as some structural pilings have rotted; received cost estimates for repair/replacement. Reminded the Board that funds had been transferred from Hampton to the PFP for coverage of this additional work.

- 2. Port Advisory Council Meeting Minutes of October 9, 2024**
- 3. Appledore Marine Engineering, LLC – Marine Engineering Services – Exercise Second of Three One-Year Options**
- 4. Commercial Mooring Transfer – Drake to Healy**

B. DPH Consent Agenda Approvals:

Director Semprini moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby moves that item numbers 1-2 from the Division of Ports and Harbors 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. B.M. Matthews Inc.-F/V Yankee Mariner - Right of Entry - Market Street Terminal
2. On-Call Storm Debris Removal Services

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

XIII. New Business:

No items to report

XIV. Special Event:

No items to report

XV. Upcoming Meetings:

Port Committee	December 16, 2024 @ 8:30 a.m.
Airport Committee	December 16, 2024 @ 9:15 a.m.
Board of Directors	January 7, 2025 @ 8:30 a.m.

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

XVI. Directors' Comments:

XVII. Non-Public Session:

1. NH RSA 91-A:3, II (a)

Director Ferrini moved the motion and Director Conard seconded that the Pease Development Authority Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:

1. Consideration of discussing the dismissal, promotion or compensation of a public employee or the disciplining of such employee, or the investigation of any charges against him/her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted; [NH RSA 91-A:3, II (a)].

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

All individuals vacated the room, with the exception of the Board and Raeline A. O'Neil.

At 9:22 a.m. the Board of Directors went into non-public session.

At 9:26 a.m. the Board of Directors returned to public session.

XVIII. Confidentiality:

Director Conard **moved** the **motion** and Director Parker **seconded** that resolved, pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its November 14, 2024, meeting regarding the consideration of the dismissal, promotion, or compensation of any public employee or the disciplining of such employee or the investigation of any charges against him/her, and the consideration of legal advice from legal counsel, if disclosed publicly, would render the proposed action ineffective and likely benefit a party or parties whose interests are adverse to those of the general community, and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

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

XIX. Adjournment:

Director Conard **moved** the **motion** and Director Fournier **seconded** to adjourn the Board meeting. Meeting adjourned at 9:30 a.m.

XX. Press Questions:

None

XXI. Consultation with Counsel:

Respectfully submitted,



Paul E. Brean
Executive Director



PEASE DEVELOPMENT AUTHORITY
PORT COMMITTEE AGENDA

MONDAY, DECEMBER 16, 2024, AT 8:30 AM

PEASE DEVELOPMENT AUTHORITY BOARD ROOM
55 INTERNATIONAL DR.
PORTSMOUTH NH 03801

I. CALL TO ORDER:

II. APPROVAL OF MINUTES:

- a. October 16, 2023 * (**Fournier**)
- b. January 9, 2024 * (**Conard**)
- c. April 2, 2024 * (**Fournier**)
- d. June 3, 2024 * (**Conard**)
- e. July 15, 2024 * (**Fournier**)
- f. July 22, 2024 * (**Conard**)

III. NEW BUSINESS:

- a. Initial Proposed Schedule of Fees for Parking, Launching and Vessel Storage – Motion to recommend to PDA Board of Directors * (**Conard**)
- b. Riverside & Pickering Marine Contractors, Inc. – Additional work at the Portsmouth Fish Pier

IV. OLD BUSINESS:

V. PUBLIC COMMENT:

VI. PRESS QUESTIONS:

VII. ADJOURNMENT:

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

**PEASE DEVELOPMENT AUTHORITY
AIRPORT COMMITTEE**

AGENDA

Date: Monday, December 16, 2024

Time: 9:15 a.m.

Place: 55 International Drive, Pease International Tradeport
Portsmouth, New Hampshire

AGENDA

- I. Call to Order (Committee Chair Conard)
- II. Acceptance of Meeting Minutes: July 15, 2024 * **(Fournier)**
- III. Public Comment
- IV. New Business
 - a. Development Proposals
 - i. Port City Aircraft Repair, LLC – Shelter Hangar Improvements **(Fournier)**
 - b. General Aviation Commercial Minimum Standards Application – New England Life Flight, Inc. dba Boston Med Flight * **(Semprini)**
 - c. FBO Study Update
- V. Old Business
 - a. Air Traffic Control Tower – Design Project
- VI. Director Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached

** Related Materials Previously Sent

*** Related Materials will be provided under separate cover

+ Materials to be distributed at Meeting

MOTION

Director Levesque:

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. Somerset Welding & Steel dba J&J Truck Bodies – Two (2) Dump Truck Bodies
2. Legal Services
3. Port City Air Repair, Inc. – Shelter Hangar #7 Improvements
4. New England Life Flight, Inc. dba Boston MedFlight
5. New Hampshire Air National Guard – License Agreement – Air Show September 6 & 7, 2025
6. Alliance Group Services, LLC – On-Call HVAC Service Agreement

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to enter into an agreement with Somerset Welding & Steel, d/b/a J&J Truck Bodies of Somerset, MA for the purchase of two (2) custom steel dump truck bodies in an amount not to exceed \$86,900.00; all in accordance with the memorandum of Ken Conley, Maintenance Manager, dated December 16, 2024, attached hereto.

Memorandum

To: Paul E. Brean, Executive Director

From: Ken Conley, Maintenance Manager

Date: 12/16/24

Re: Steel Dump Truck Bodies

Early in 2024, PSM took delivery of two MB plow/sander trucks through the FAA grant process. These vehicles came as replacements to the FAA funded 1994 Oshkosh P-Series Plow/sander trucks that served PDA for 30 years. Although the implements on the Oshkosh trucks were past their service life, the Maintenance team determined the chassis could continue to support airfield operations in a less critical post storm role with certain modifications.

In years past, storm bulk snow relocation had been managed through the rental of a 30-ton off road articulated dump truck at a cost that ranged between \$7.5 – \$12K per month. The Maintenance team identified this expenditure as a recoverable yearly loss if the purchase of two snow dump bodies were made and fitted to the Oshkosh trucks.

In November 2024, the Maintenance team put together an invitation for bid (“IFB”) for (2) two steel dump bodies and the associated components. The IFB was published on November 20, 2024. A total of seven (7) vendors were contacted to participate in the competitive solicitation process, two of which submitted responses for opening on December 10th as follows:

- **Somerset Welding & Steel, J&J Truck Bodies, Somerset, MA**
 - Unit price delivered: \$43,450.00
 - Total purchase price: **\$86,900.00**

- **Allied Equipment LLC, Hartland, ME**
 - Unit price delivered: \$112,875.00
 - Total purchase price: **\$225,750.00**

At the January 7, 2025, Board of Directors meeting, please request Board authorization to enter into a contract with Somerset Welding & Steel, d/b/a J&J Truck Bodies, of Somerset, MA to take delivery of (2) two custom steel dump truck bodies for a total cost not to exceed the amount of \$86,900.00. This project is funded in the PDA FY25 Capital Budget.

MOTION

Director Conard:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$15,225.00 for payment of legal services provided by Sheehan Phinney Bass & Green; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated December 23, 2024; attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors

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

Date: December 23, 2024

Re: Legal Services

Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority (“PDA”) in the month of November 2024 in a total amount of **\$15,225.00**, as follows:

November 1, 2024 – November 30, 2024	
(for Tradeport General Representation)	\$14,775.00
(Permit Implementation)	\$ 450.00
	\$15,225.00

This is a request for approval by the Board of Directors to authorize the Executive Director to expend funds for legal services rendered to Sheehan, Phinney, Bass & Green in a total amount of **\$15,225.00**.

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: 412227

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$14,775.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$14,775.00

PREVIOUS BALANCE:	\$4,357.00

TOTAL BALANCE DUE:	\$19,132.00

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 " LawPay " 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: \$450.00

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$450.00

BALANCE DUE: \$450.00

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 " LawPay " or contact our office directly.

MOTION

Director Fournier:

In accordance with the recommendation of the Pease Development Authority ("PDA") Airport Committee, the PDA Board of Directors provides concept approval for the proposed improvements to leased Shelter Hanger 7 as submitted by Port City Aircraft Repair, LLC; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated December 19, 2024.

MEMORANDUM

To: Paul E. Brean, C.M., Executive Director *PEB*
From: Chasen Congreves, C.M., Director of Operations *CCG*
Re: Port City Air Shelter Hangar 7 Improvements – Conceptual Approval
Date: December 19, 2024

Port City Aircraft Repair, LLC (“PCA”) submitted a proposal for capital improvements to Shelter Hangar 7, an original Air Force structure, which is leased to PCA as part of the two 2019 lease agreements between PCA¹ and the Pease Development Authority (“PDA”). These proposed improvements include refurbishment of the metal structure and are described in more detail in the attached PCA submission. Pursuant to the lease agreement, PCA is required to make at least a \$500,000 capital investment in Shelter Hangar 7 by June 30, 2025. As of the date of this memorandum, staff awaits confirmation from PCA regarding the cost of the proposed improvements.

PCA presented its proposal at the Airport Committee meeting on December 16, 2024, and received a recommendation for approval, pending a review of the proposed capital investment funds into the facility. As such, at the January 7, 2025, Board of Directors meeting please seek concept approval for PCA’s proposed improvements to Shelter Hangar 7, as described in the attached.

¹ The second lease is with Port City Air Leasing, Inc., a related corporate entity.



November 12, 2024

Mr. Michael R. Mates, PE
Pease Development Authority
55 International Drive, Portsmouth, NH 03801

RE: Renovation Project: Quonset Hut 7

Dear Mike,

We write to summarize and submit renderings for a renovation project at Quonset Hut 7. PCA presents this project as an alternative to the preferred renovation project that is contemplated in our master lease agreement, and that we initially submitted for approval on September 24, 2024. Our preferred development proposal would simultaneously develop both Q-Huts 7 and 8 into two modern, weatherproof, heated hangars, capable of accommodating today's high tail jet aircraft. It would involve constructing a unique door system, to enclose both Q-Huts.

We would only proceed with this Q-Hut-7-only alternative if PCA's preferred renovation project is not approved at the December 2024 meeting of the Pease Development Authority's Board of Directors. An approval after that meeting would leave too little time to complete the preferred project on the timeline required by PCA's lease.

Below, we provide background in support of each proposal, and seek approval to either move forward with the renovation of Q-Hut 7 & 8, or alternatively, the renovation of Q-Hut 7.

Current status of Q-Huts 7 & 8

Q-Huts 7 and 8 were built by the United States Air Force. Q-Huts 7 & 8 are identical and are adjacent to each other. They are very tall and capable of accommodating aircraft up to the size of a Gulfstream G-450. However, the Q-Huts are open on the front and back, leaving them open to the elements. Aviation customers (especially customers with high-tail private jet aircraft) require weatherproof, heated hangars for aircraft storage, so neither Q-Hut is a desirable aircraft-storage facility for modern jet aircraft.

At present, the only acceptable use for both Q-Huts is to store supplies and equipment that can withstand exposure to the elements. PCA currently uses Q-Hut 7 as an open-air storage facility for its cargo, deicing, and ground-handling equipment. The PDA owns and operates the adjacent Q-Hut 8, in which it stores its acetate and diesel tanks. Q-Hut 8 also houses a control panel that operates one of the PDA's oil-water separators.

Although the structural steel of both facilities is sound, both Q-huts have extensive surface rust and have been patched up many times over the years. Enclosure 1 provides two recent photographs of Q-Huts 7 and 8, with Q-Hut 7 pictured on the righthand side of those photographs.

PCA's financial investment obligations for Q-Huts 7 & 8

PCA's lease agreements with the PDA call for either a \$500,000 investment in Q-Hut 7, or a \$1,250,000 investment in the simultaneous restoration of both Q-Huts 7 and 8—a project that can only go forward if the PDA decides to lease Q-Hut 8 to PCA, which has not yet happened (see lease excerpts included as Enclosure 2). Either investment must be made by June 30, 2025, unless otherwise agreed by the PDA.

Overall status of PCA's capital-investment obligations under its leases

PCA has two master leases that govern PCA's leaseholds. Together, these leases require PCA to make a total capital investment into its leased buildings of \$2,250,000, which increases to \$3 million if the PDA Leases Q-Hut 8 to PCA. Since the leases' effective date of July 1, 2019, PCA has invested over \$5.8 million in its buildings—including more than \$250,000 already invested in Q-Hut 7—and \$7.2 million in ground handling and aviation support equipment that was necessary to support the enormous growth in the air traffic KPSM has achieved over the last five years. Despite having far exceeded its overall investment requirements, PCA has not yet fulfilled the specific requirement to invest either the \$500,000 in Q-Hut 7, or the \$1,250,000 investment in the simultaneous restoration of both Q-Huts 7 and 8.

In total, PCA has made \$14.1 million in capital investments over the past five years, which well exceeds the investment thresholds envisioned by the PDA back when the leases were negotiated in 2019. That figure excludes the significant amount of investment PCA made prior to July 1, 2019, and that PCA has made and will continue to make in the growth and development of its highly trained and specialized schedulers, dispatchers, mechanics, and ground-handling personnel during this same five-year timeframe. PCA now employs more than 170 uniquely trained aviation employees.

Enclosure 3 is a summary comparing the investment requirements outlined in PCA's lease agreements, with PCA's actual and anticipated investments, as well as details on PCA's other investments at KPSM.

Proposal to renovate Q-Hut 7

PCA proposes to engage Silver Maple to renovate Q-Hut 7. The scope of work includes:

- Removal of existing cladding, including roofing materials.
- Treat and stabilize the existing surface rust on the Q-Hut's structural steel.
- Install replacement cladding on walls and roof.
- Paint the interior and exterior.

As shown in the enclosed renderings (Enclosure 4), this project will re-clad Q-Hut 7 into a more attractive, open shelter. Its primary purpose will remain for the storage of equipment. That is because, as discussed above, aviation customers refuse to use open storage for modern private jet aircraft. The reason why Q-Hut 7 must remain open, if it is to be renovated alone, is that it is not feasible to design or install hangar doors on just one of these Q-Huts. This is due to the lack of sufficient lateral space on each side of the building to accommodate the installation of sufficiently large hangar doors. In addition, neither Q-Hut has sufficient adjacent space to accommodate the structural requirements necessary to support the installation of hangar doors of the size and height needed to accommodate jet aircraft.

The preferred project, which we hope will be approved by the PDA, will create a door system that operates across both Q-Huts. It will involve the simultaneous installation of a unique, single system of doors that stretches across the front and rear of both hangars. The front and rear door systems will rely on a single railbed to be installed across the front and rear of both Q-huts, such that when one of the Q-Hut's doors is open, those doors will neatly stack in front of (or behind) the hangar door of the other Q-Hut. The installation of this uniquely customized door system, integrated across both hangars, is the only way to convert the Q-Huts into high-tail, weatherproofed, and heated hangars that meet the aviation market's requirements.

While we hope the PDA will allow the preferred project, which will yield the airport two high-caliber, side-by-side, weatherproof, heated jet hangars capable of housing high-tail jet aircraft up to the size of a Gulfstream G-450 aircraft, we are prepared to conduct this limited renovation if necessary.

Building permit

If PCA is limited to only the in-kind refurbishment of the existing Q-Hut 7, this project will not include any of the types of changes that would trigger site plan review, and presumably the project can proceed directly to the building-permit stage. Silver Maple is prepared to proceed with a building permit application for either project.

Thank you for your time and Interest in this project. We hope that the PDA will approve the preferred, \$4.8 million renovation project of Q-Huts 7 & 8 into a fully modernized jet storage facility, but we are ready to proceed with either project.

If you have any questions, or if we can provide further information, please contact me.

Sincerely,

Austin Pietschman Port City Air
Director of Operations

Enclosures:

1. Recent photographs of Q-Huts 7 & 8
2. Excerpts from lease agreement
3. Comparison of PCA's actual and anticipated investments versus PDA lease requirements
4. Renderings showing renovated Q-Hut 7

Enclosure #1





Enclosure #2

ARTICLE 1A.

RENOVATION OR REPLACEMENT OF SHELTER HANGAR 7 AND OTHER PROPOSED PROJECTS

1A.1. In order to induce the Lessor to enter into this Lease, the Lessee covenants and agrees that it will undertake and continue with due diligence (but subject specifically to the terms and conditions set forth herein), following execution of the Lease, at its sole expense, the design and renovation of Hangar 7 and other future investments to be made in accordance with Lessee's needs. The schedule and plans associated with such renovation (including truck traffic impacts on the airport roadway system) shall be reviewed with Lessor and accomplished in such a way as to avoid undue impacts to Airport operations.

Lessee or its affiliates have committed to investing a total of \$500,000 into Hangar 7 and an additional \$1,250,000 to be applied to projects preapproved by Lessor in connection with this Lease or the Lease entered into between Lessor and Port City Air Leasing, Inc. for Hangars 205, 212, 213, 229 and the Fuel Farm. Lessee agrees that all renovation or other work associated with the investment commitment of \$1,750,000 will be completed by June 30, 2025. In the event Lessee (or its affiliates) fails to make the investments it has committed to undertake, such will constitute a substantial and material breach of the Lease and will result in the imposition of an increase in Ground Area Rent as set forth in Article 4.5 of this Lease.

Lessee shall exercise reasonable efforts to maintain the following schedule to complete the design and renovation of Hangar 7 consistent with the plan(s) attached as Exhibit B:

<u>Event</u>	<u>Completion Date</u>
Preliminary Site Plan Submission to Lessor	_____, 2019
New Subdivision Plan	_____, 2019
Completion of Final Design	To Be Determined
Completion of Construction	June 30, 2025

Lessee's obligation shall include, without limitation, the obligation to make timely application, diligently pursue and obtain necessary approvals and/or any and all permits required for its construction and intended use of the Leased Premises in accordance with the schedule set forth above,

Without limiting the foregoing, Lessee agrees that the initial improvements to the Leased Premises to be made by Lessee shall include construction on and under the Leased Premises (and the inclusion of necessary equipment) for:

- (1) the renovation of Shelter Hangar 7;

- (2) outside structures accessory to the Shelter Hangars are not anticipated in connection with the renovation work;
- (3) all appropriate lines, pipes, mains, cables, manholes, wires, conduits and other facilities so as to bring utilities from the existing locations pursuant to Section 14.1 to the Premises and other improvements made by Lessee requiring utility service; and
- (4) landscaping and exterior lighting.

The provisions of Article 15 and Article 25 applicable to construction work shall apply with equal force to any demolition and/or construction work by Lessee under this Article.

Any approval or agreement by Lessor with respect to any element(s) of Lessee's construction plan(s) shall not affect in any way any other approval or other process involving Lessor in its governmental capacity, including, without limitation, requirements under the Land Use Controls as defined in Section 9.3.

Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof, notwithstanding the same having been approved by Lessor and notwithstanding the incorporation therein of Lessor recommendations or requirements. Notwithstanding the requirement for approval by Lessor or the incorporation therein of Lessor requirements or recommendations, and notwithstanding any rights Lessor may have reserved to itself under this Lease, Lessor shall have no liabilities or obligations of any kind to any contractors engaged by Lessee for any other matter in connection with any such approval by Lessor or Lessor requirements or recommendations, and Lessee hereby releases and discharges Lessor, its board members, officers, representatives and employees of and from any and all liability, claims for damages or losses of any kind, or from any action or cause of action arising or alleged to arise out of the performance of any work pursuant to the contracts between Lessee and its contractors.

Lessee will appoint and identify a project manager (the "Project Manager") before making application for any building permits and provide Lessor with his or her name. The project manager will administer Lessee's construction and other related activities at the Leased Premises. The Project Manager shall be responsible for coordinating with Lessor and keeping Lessor generally up to date on major construction and construction related activities of Lessee and shall be available at the Airport at all reasonable times and during on-site emergencies or situations requiring immediate or expeditious response or consultation with Lessor.

1A.2. Prior Approval of Design & Construction Plans / Verification of Required Investment

In accordance with Article 15 of this Lease, before commencing renovation or other work Lessee shall seek prior written approval of Lessor for any and all design and construction plans. After renovation or other work is completed, Lessee will provide Lessor with verifiable proof of the qualified expenditures it makes in undertaking the such work it is obligated to perform in connection with Shelter Hangar 7 and any other proposed projects. Eligible expenditures shall be limited to the actual design and construction work associated with the renovation of Shelter Hangar

7 and other qualified projects and may not include the purchase of equipment, Lessee shall be obligated to provide Lessor with itemized expenditures on at least a monthly basis once the renovation or other work commences.

At the completion of construction, Lessee shall provide Lessor with reproducible as-built drawings of buildings and building support systems (i.e., electrical, HVAC, plumbing) comprising the Facility (but not including any proprietary equipment) when completed in both paper and electronic formats.

1A.3. Risk of Loss - Builder's Risk Insurance & Indemnification

In addition to its obligations under Article 7, Article 13 and Article 15, Lessee hereby assumes the risk of loss or damage to all of the construction work for or relating to the Facility and any other improvements prior to the completion thereof and arising out of or in connection with the performance of Lessee's construction work. Lessee shall provide Builder's Risk insurance to cover such risk of loss during the period of construction upon terms and conditions satisfactory to Lessor and designating Lessor as an additional insured. Binders for Builder's Risk Insurance required to be provided under this Section 1A.2 shall be submitted to Lessor for its review and approval prior to commencement of construction work.

Lessee shall require each of its contractors and subcontractors, to defend, indemnify and hold harmless Lessor, its board members, officers, agents and employees from and against all claims and demands, of third persons arising or alleged to arise out of the performance of work in connection with the renovation of the Shade Shelter Hangars of the and any other improvements by Lessee or its contractors or subcontractors, including all expenses in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, arising from the acts or omissions of such contractors and subcontractors, excepting only claims and demands which result solely from the negligence of Lessor and its employees, officers, agents, contractors, and subcontractors.

1A.4. Performance Guaranty

Lessee shall provide or require its general contractor(s) to provide performance and payment bonds or a Letter of Credit (the "Performance Guaranty") in an amount and subject to conditions reasonably acceptable to Lessor to ensure the total performance of the general contractor(s) for all aspects of the construction work under this Article 1A including the site work. The Performance Guaranty shall be for the benefit of both Lessee and Lessor in the case of performance and payment bonds provided by the general contractor or exclusively for the benefit of Lessor in all other cases, and shall be used, if necessary, to complete the construction work, provided, however, that the benefits of said Performance Guaranty shall run to the sole benefit of Lessor in the event Lessee is in default of any of its obligations under this Lease. The form of the Performance Guaranty (completed with amounts of coverage and all applicable conditions) shall be submitted sufficiently in advance of the commencement of demolition to allow a reasonable period of review by Lessor. The Performance Guaranty shall be subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed.

1A.5. Title

Except as provided in Article 6 of this Lease, upon expiration or termination of this Lease, including any authorized extension thereof, title to the entire Leased Premises or any replacements or other improvements thereon shall be vested in Lessor. Prior to that time, title to any buildings or improvements situated or erected on the Leased Premises and the building equipment and other items installed thereon and any alteration, change or addition thereto shall remain solely in Lessee and Lessee alone shall be entitled to deduct any applicable depreciation on Lessee's income tax returns for any such buildings or equipment and to any other applicable income tax benefits that are available by reason of such buildings, improvements and equipment.

1A.6. Construction Requisitions

In the event that the construction of the Facility is financed by a conventional or institutional lending institution (the "Bank"), Lessee shall enter into an agreement with the Bank whereby the release of and disbursement of construction funds by the Bank shall be subject to a requisition by the Lessee, and a consent to that requisition by the Lessor and the Bank. The Lessor shall be entitled to conduct any inspection of the work and shall receive copies of all requisitions made by the Lessee, and upon request, shall be provided with copies of all invoices or other documents pertaining to each such disbursement. The Lessor shall be a signatory to the above agreement, but shall not incur any liability by reason of that agreement. The Lessor shall not unreasonably withhold its consent to the disbursement of construction funds as provided above to the Lessee or any of its contractors or subcontractors. Lessor shall use best efforts to approve disbursements as expeditiously as feasible, but not later than three (3) business days following receipt of a request for disbursement.

END OF ARTICLE 1A.

ARTICLE 1.B.

FUTURE DEVELOPMENT AND USE OF SHELTER HANGAR 8

1.B.1. Lessor intends to retain control over Shelter Hangar 8 which is not part of the Leased Premises. In the event Lessor no longer has a need for Hangar 8 it will make it available to the Lessee and Lessee may elect to incorporate it into the Leased Premises. In the event Lessee elects to incorporate Shelter Hangar 8 into the Leased Premises, it must undertake a lot line adjustment and otherwise secure and comply with all requisite permitting as required by Lessor's Land Use Controls. Lessee will be given six (6) months to make such election, failing which Lessor may offer Shelter Hangar 8 to any other interested Party. Notwithstanding any other provision of this Lease, Lessee shall have no rights with respect to Hangar 8 if a Default (as that term is defined in Section 18.1) by Lessee occurs.

1.B.2. In the event Lessee incorporates Shelter Hangar 8 into the Leased Premises, then it shall have the obligation to invest \$750,000 in the renovation or replacement of Shelter Hangar 8. Such renovation or replacement work shall be completed within 36 months after incorporating Hangar 8 into the Leased Premises which completion shall be evidenced by the issuance a full certificate of occupancy. In the event Lessee does not elect to incorporate Shelter Hangar 8 into the Leased Premises or fails to make the required \$750,000 renovation or replacement of said Hangar, Lessor retains the right to remove Hangar 8 from the Leased Premises..

1.B.3. Lessee acknowledges that an electrical control panel for the oil/storm water drain is located in Shelter Hangar 8. The control panel will not be relocated and Lessor shall maintain the right to enter and service the equipment at any time as may be required and necessary to maintain, monitor and operate the control panel. In the alternative and subject to the express consent of and coordination with Lessor the control panel may be relocated upon demolition or renovation of Shelter Hangar 8. Such relocation shall be at the sole cost and expense of Lessee.

1.B.4. Prior Approval of Design & Construction Plans / Verification of Required Investment

In accordance with Article 15 of this Lease, before commencing renovation or other work Lessee shall seek prior written approval of Lessor for any and all design and construction plans. After renovation or other work is completed, Lessee will provide Lessor with verifiable proof of the qualified expenditures it makes in undertaking the such work it is obligated to perform in connection with Shelter Hangar 8 and any other proposed projects. Failure to do so shall be deemed a default under the terms of the Lease. Eligible expenditures shall be limited to the actual design and construction work associated with the renovation of Hangar 8 and may not include the purchase of equipment. Lessee shall be obligated to provide Lessor with itemized expenditures on at least a monthly basis once the renovation or other work commences.

At the completion of construction, Lessee shall provide Lessor with reproducible as-built drawings of buildings and building support systems (i.e., electrical, HVAC, plumbing) comprising the Facility (but not including any proprietary equipment) when completed in both paper and electronic formats.

END OF ARTICLE 1.B.

Comparison of PCA's actual and anticipated investments versus PDA lease requirements **Enclosure #3**
 July 1, 2019-Sept. 30, 2024

	PCA Five-Year Required Investment Target	PCA Actual Project Investments 2019-9/31/24	PCA Anticipated Investments Silver Maple	PCA Expected Five-Year Project Investments
PCA Facility Projects: (2019 - 9/30/24)				
Quonset #7	\$500,000	\$251,580	\$4,971,756	\$5,223,336
Quonset # 8 (if PDA leases it to PCA)	\$750,000	\$0	See Above*	See Above*
Hangar 229	\$500,000	\$2,489,074	\$1,495,000	\$3,984,074
PCA Other Hangar Projects: H104, H205, H212, H213, etc.	\$1,250,000	\$3,123,374		\$3,123,374
Subtotal Facility Projects	\$3,000,000	\$5,864,028	\$6,466,756	\$12,330,784

* The quote for Q-Hut #7 includes anticipated costs to renovate Q-Hut #8.

PCA Other Non-Required Capital Investments at KPSM (2019 - 9/30/24)				
Ground Service (GSE) & Aviation Related Equipment (2019 - 9/30/24)	\$0	\$7,238,984		\$7,238,984
Other PCA Capital Investments (2019 - 9/30/24)	\$0	\$1,054,453		\$1,054,453
Subtotal Capital Equipment & Misc.		\$8,293,437		\$8,293,437
GRAND TOTALS	\$3,000,000	\$14,157,465	\$6,466,756	\$20,624,221

Breakdown of PCA Other Hangar Projects: H104, H205, H 212, H213, etc.	
NFF Improvements	\$456,213
H205	\$170,195
H205: Solar Panels	\$241,095
H212	\$345,285
H213	\$169,846
104 Grafton: Facility Improvements	\$434,809
104 Grafton: Solar Panels (Plus:H205 Solar Panels)	\$689,174
104 Grafton: Parking Lots	\$616,757
Subtotal PCA Other Hangar Projects	\$3,123,374

Enclosure #4

Rendering #1: Renovated Q-Hut 7 Only



Rendering #2: Renovated Q-Hut 7 Only



Rendering #3: Renovated Q-Hut 7 Only



MOTION

Director Semprini:

In accordance with the recommendation of the Pease Development Authority (“PDA”) Airport Committee, the PDA Board of Directors approves the General Aviation Commercial Minimum Standards Application submitted by New England Life Flight, Inc. dba Boston MedFlight, for operations out of Portsmouth International Airport at Pease; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated December 19, 2024; attached hereto.

MEMORANDUM

To: Paul E. Brean, C.M., Executive Director *PEB*
From: Chasen Congreves, C.M., Director of Operations *CC*
Re: New England Life Flight, Inc. dba Boston MedFlight - Minimum Standards Application
Date: December 19, 2024

New England Life Flight, Inc. dba Boston MedFlight (“BMF”) approached the Pease Development Authority (“PDA”) regarding implementation of aeronautical operations from the Portsmouth International Airport at Pease (“PSM”) and leasing space from Port City Air (“PCA”), for its Part 135 air ambulance program. BMF anticipates a start date of March 1, 2025.



BMF presented its proposal to the Airport Committee on December 16, 2024, and received a recommendation for approval from the Committee. As such, at the January 7, 2025, Board of Directors meeting, please seek approval for BMF to begin life flight operations at PSM, recognizing it has met PSM’s minimum standards application as a “Limited-Service Specialty Operator.”

MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into a license agreement with the New Hampshire Air National Guard for the temporary use of airport land, runway and taxiways from September 2, 2025 through September 8, 2025, for the purpose of hosting an Open House and Airshow to be held September 6, 2025 and September 7, 2025; all in accordance with the memorandum from Chasen Congreves, Director of Operations dated December 19, 2024; attached hereto.

MEMORANDUM

To: Paul E. Brean, C.M., Executive Director 
From: Chasen Congreves, C.M., Director of Operations 
Re: 2025 NHANG Land License for USAF Open House Event
Date: December 19, 2024

On October 17, 2024, the New Hampshire Air National Guard (“NHANG”) requested support of the Pease Development Authority (“PDA”) Board of Directors for its upcoming 2025 Open House event categorized as an Air Show. This event is scheduled to take place on September 6th and 7th, with two practice days on September 4th and 5th. The practice days are not open to the public. This Air Show will be named the “Thunder Over New Hampshire (“NH”) Air Show” featuring the United States Navy’s Blue Angels as the headlining performer, supported by the United States Air Force’s F-35 Demo Team.

In support of this event, the NHANG approached the PDA to assist in logistics planning. Though the event will be primarily held on the Pease Air National Guard Base property, NHANG asked the PDA for the use of the Airport runway and taxiways for Air Show performances, and temporary use of the North Apron, Taxiway Delta, the North Terminal Overflow Apron, Taxiway E, and the Arboretum Parking Lot, for vehicle and aircraft parking and display. As consideration, the NHANG will include the PDA and the Portsmouth International Airport at Pease (“PSM”) in its promotional materials as a cohost/sponsor. This will include online print, television, and radio promotions. Additionally, it is anticipated that the Air Show will attract a large number of visitors to Pease during the weekend of events, as well as significant media coverage of the event at PSM.

With the foregoing in mind, at the January 7, 2025, Board of Director’s meeting please seek approval to complete negotiations and enter into a License Agreement with the NHANG, without charge, for the temporary use of airport land, runway, and taxiways, for the purpose of hosting an Open House and Air Show on September 6th and 7th, 2025.

LICENSE

THE 2025 NEW HAMPSHIRE AIR NATIONAL GUARD
THUNDER OVER NEW HAMPSHIRE AIR SHOW

AT

PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE

This LICENSE is made by and between the PEASE DEVELOPMENT AUTHORITY established under New Hampshire law ("PDA") and the United States of America. PDA and Licensee may be referred to jointly as the "Parties".

RECITALS

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

B. In 1992, PDA commenced its acquisition of fee title to portions of the former Pease Air Force Base hereinafter designated Premises I and Premises II from the United States of America ("Government or Air Force") by public benefit transfer (i.e. transfer without consideration) pursuant to the general authority contained in 49 U.S.C. Sections 47151-47153 and other applicable provisions of law. (Together, Premises I and Premises II constitute the entirety of the Pease International Tradeport (the "Airport", "PSM" or "Pease").) The terms of such acquisition are set forth in an Amended Application for Public Benefit Transfer executed by PDA ("Application") and accepted by the Air Force on April 14, 1992 (the "Acceptance"), as the same have been subsequently amended by Amendment No. 1 dated March 24, 1994 and

executed June 27, 1997 ("Amendment No. 1"). (The Application, as amended by Amendment No. 1 may be referred to as the "Amended Application.") The Amended Application was approved December 12, 1995 and confirmed March 18, 1997 and the Air Force executed an acceptance of the Amended Application on June 26, 1997 ("Acceptance II"). (The Acceptance and Acceptance II may be referred to collectively as the "Acceptances".) Pending final disposition of the Airport in accordance with the terms of the Amended Application and Acceptances, the PDA and Air Force entered into a Lease as of April 14, 1992 for the Airport District, a Supplement No. 1 thereto dated August 4, 1992, a Supplement No. 2 thereto dated July 15, 1993, a Supplement No. 3 thereto dated June 27, 1997, and a Supplement No. 4 thereto dated October 15, 2003 (collectively the "Master Lease").

C. By Quitclaim Deeds made and entered into on October 15, 2003 and September 16, 2005 (the "Deeds") and recorded at the Rockingham County Registry of Deeds at Book 4227, Page 001 and Book 4564, Page 984 respectively, the Government, acting by and through the Secretary of the Air Force did grant to PDA the land and improvements located in the City of Portsmouth, Town of Newington and Town of Greenland, as contemplated by the Master Lease, Application and Acceptances, and which Deeds included a portion of the Licensed Premises. The Parties acknowledge that the Deeds impose certain requirements on Licensee respect to licenses and leases which are addressed in the terms and conditions of this License.

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

Environmental Protection Agency ("EPA") regarding certain contamination at Pease and that this FFA also imposes certain requirements upon PDA and Licensee which are addressed in the terms and conditions of this License. A copy of the FFA is attached to this License as Exhibit 1.

Unless the context refers specifically to the document constituting Exhibit 1, the term FFA shall include any amendments to said document.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, PDA and Licensee hereby agree as follows: PDA grants to Licensee, for a period of seven (7) days, (September 2nd through September 9, 2025) a non-exclusive License to use portions of Pease International Tradeport, Portsmouth, New Hampshire, as more specifically designated and shown on Exhibit 2, attached hereto and made a part of this License. Exhibit 2 identifies 77.27 acres which constitutes the "Licensed Premises" or "Premises". The dates immediately before and after the Air Show are specifically for set up/practice and break down purposes respectively. The Air Show itself will be held on September 6th and 7th with two practice days scheduled for Thursday September 4th and Friday September 5th 2025. Licensee may use the Licensed Premises only for the purpose of hosting an Air Show (the "Air Show Event" or the "Air Show") with static displays and aerobatic acts, and for vehicle parking associated with the Air Show at Portsmouth International Airport at Pease (the "Airport") and for no other use without the prior express written consent of the PDA.

Subject to the terms and conditions of this License, Licensee is also authorized to use portions of the airfield at the Airport in connection with aerobatic demonstrations being conducted by Air Show Event exhibitors.

This License is granted subject to the following conditions:

1. The use, occupation and maintenance of the Licensed 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 herein.

2. Licensee acknowledges that it has inspected the condition of the Licensed Premises and that said Licensed Premises are in good and tenantable condition for the use contemplated in this License. Licensee accepts the Licensed Premises in an "as is," "where is" condition without any representation, warranty or obligation on the part of the PDA to make any alterations, repairs, or improvements or as to the use or occupancy which may be made thereon. PDA shall not be responsible for any latent or other defect or change in condition in said Licensed Premises.

3. Licensee understands and acknowledges that, (a) this License allows only temporary use of the Premises, and (b) this License may be terminated by PDA as provided in Paragraph 12. Licensee's use of the Licensed Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities, except as specifically set forth and authorized herein.

4. Licensee shall not use or occupy the Licensed Premises until informed in writing (via email) by the PDA that the Premises is available for use. Portions of the Premises may be unavailable on the dates included in this License; the specific areas are not predictable at the time of execution of this License. The Licensee shall not use or occupy any areas within the Licensed Premises identified by the PDA as unavailable.

4. Licensee will, at all times, protect and maintain the Licensed Premises including, but not limited to, apron areas, parking areas and fences, in good order and condition at its expense and without cost or expense to PDA.

- a. PDA shall have no obligation to bring or to cause utility lines to be brought to the Licensed Premises. PDA makes no representation with respect to the capacity of utility lines existing as the execution date of the License Agreement. Licensee shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Licensed Premises.
- b. During the term of this License, PDA shall not be responsible for providing any meters or other devices for the measurement of utilities supplied to the Licensed Premises. Licensee shall install or make application and arrange for the installation of all such meters or other devices and Licensee shall be solely responsible for and promptly pay, as and when the same become due and payable, all charges for water, sewer, electricity, telephone and any other utility used or consumed in the Licensed Premises by the Licensee, its agents or invitees, and supplied by PDA, any public utility or authority or any other person, firm or corporation.

5. Licensee shall, at its own expense, promptly repair or replace to the satisfaction of the PDA any PDA property damaged or destroyed by Licensee, its employees, agents, or invitees, incident to the exercise of the privileges granted herein. Alternatively, if the parties mutually agree, Licensee shall pay PDA money in an amount sufficient to compensate for the loss sustained by PDA for damage to or destruction of PDA property.

6. No addition, alteration, change, or improvement (including erection of signage) to the Licensed Premises shall be made without the prior written consent of PDA, which consent shall not be unreasonably withheld or delayed. PDA reserves the right to impose conditions on any such work to the extent such conditions are consistent with applicable governmental

regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Controls promulgated by PDA, applicable provisions of the FFA.

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

- a. Responsibility for compliance with such laws, rules, regulations and standards rests exclusively with Licensee. PDA assumes no enforcement or supervisory responsibility except for matters committed to its jurisdiction. Licensee shall assume responsibility for and pay all costs arising from the Air Show Event and relating to, (i) any modification required to meet applicable federal, state and local standards relative to on-site sewage treatment or compliance with other applicable laws, regulations, or standards, or (ii) associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs arising from the Licensee's use of the Licensed Premises.
- b. This condition does not constitute a waiver of Federal Supremacy or State or Federal sovereign immunity. Only laws and regulations applicable to the Licensed Premises under the Constitution and statutes of the United States and State of New Hampshire are covered by this condition.

8. PDA or any other agency of the State of New Hampshire, their officers, agents, employees, and contractors may enter upon the Licensed Premises at any time to inspect the Licensed Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not PDA is responsible for enforcing them and Licensee shall have no claim on account of such entries against PDA, the State of New Hampshire or any officer, agent, employee, or contractor thereof, except for any intentional or grossly negligent act or omission by PDA, the State of New Hampshire or any officer, agent, employee or contractor thereof.

- a. Licensee acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Licensee acknowledges that PDA has provided it with a copy of the FFA entered into by the EPA, NHDES, and the Air Force on April 24, 1991 and Modification No. 1 thereto, effective March 18, 1993 and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Licensed Premises and that should any conflict arise between the terms of the FFA or the provisions of this License, the terms of the FFA will take precedence.
- b. The Air Force, the EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Licensee, to enter upon the Licensed Premises to conduct investigations and surveys, including, where necessary drilling, testpitting, borings, and any other response or remedial action related to the Pease Air Force Base Installation Restoration Program (IRP) or FFA. These inspections, surveys or other response or remedial actions will, to the extent practicable, be coordinated with a representative designated by Licensee. Licensee agrees to comply with the provisions of any health or safety plan implemented by any person during the course of such response or remedial action. Licensee shall have no claim on account of such entries against the United States or the State of New Hampshire or any officer, agent, employee, or contractor thereof except for any intentional or negligent act or omission by PDA or any of PDA's officers, agents, employees, contractors and subcontractors.

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

- a. Licensee agrees to assume all risks of loss or damage to the Licensed Premises relating to or arising from its use of the Licensed Premises including, any building(s), improvements, fixtures or other property and bodily injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use and occupancy of the Licensed Premises. Licensee expressly waives all claims against PDA and the State of New Hampshire for any such loss, damage, personal/ bodily injury or death caused by or occurring by reason of or incident to the possession and/or use of the Licensed Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License, except for any claim against the PDA or the State of New Hampshire for any intentional or grossly negligent act or omission by PDA or the State of New Hampshire or any officer, agent, employee or contractor thereof.

- b. 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). 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 New Hampshire National Guard (to include the New Hampshire Air National Guard) or the United States of America for any activity covered by this License, the PDA will direct such third party to the NHNG, attention Office of the Staff Judge Advocate, 1 Minuteman Way, Concord, NH 03301. Nothing in this License is intended or shall be construed as an assumption of liability by the United States, the State of New Hampshire, or any individual member of the NHNG.

- c. Licensee shall bear all risk of loss or damage to the Licensed Premises, including any building(s), improvements, fixtures or other property thereon, arising from or incident to the possession or use of the Licensed Premises by Licensee or as a consequence of the conduct or activities or the performance of the responsibilities under this License.

- d. Licensee's vendors and non-Government Air Show performers operating in the License area shall provide PDA with proof of insurance coverage in the minimum amount of One Million (\$1,000,000) Dollars and otherwise comply with subsection e of this Section 9.

- e. All policies or certificates issued by the respective insurers shall; (i) name the PDA as an additional insured, (ii) provide that the insurers shall have

no right of subrogation against PDA, (iii) provide that its insurance policies shall be primary and non-contributing with respect to any coverages maintained by PDA, (iv) provide for at least ten (10) days advance written notice of cancelation, and (v) be reasonably satisfactory to the PDA in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which Licensee may have against PDA. Licensee and its vendors shall deliver or cause to be delivered to PDA certificates of insurance evidencing the insurance required by this License prior to occupancy or use of the Licensed Premises.

10. On or before the date of expiration of this License, or within one (1) business day after its revocation by PDA or relinquishment by Licensee, Licensee shall vacate the Licensed Premises, remove all its personal property there from and restore and return the Licensed Premises to PDA, broom clean and in the same or better condition than their condition at the commencement of the term of this License, damages by fire or other casualty and reasonable wear and tear excepted. If Licensee shall fail or neglect to remove its personal property and to restore the premises, then at the option of PDA, such property shall either become the property of PDA without compensation therefor, or PDA may cause the property to be removed and the premises to be so restored at the expense of Licensee, and no claim for damage against PDA or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

11. This License is effective only insofar as the rights of PDA in the property involved are concerned, and Licensee shall obtain such permission as may be necessary on account of any other existing rights. Licensee acknowledges that it is subject to certain restrictions on the use of the Licensed Premises in accordance with the Deeds to the extent applicable to the Licensed Premises or to any rights granted to Licensee under this License.

12. This License may be terminated by PDA in the event of a national emergency and the US Government or any agency thereof requires the use of the Airport.

13. This License shall not be transferred or assigned.

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

Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Attn: Paul Brean, Executive Director

And, if to Licensee, to:

157 CES/CC
302 Newmarket St, Bldg 151
Pease ANGB, NH 03803-0157

Unless notice is served in hand to designated representatives identified in Section 14, in which case notice shall be deemed to have immediate effect, notice, demand, request or communication hereunder sent by mail shall be deemed to have been given or served as of the third (3rd) business day following the date of such mailing.

15. In addition to notices required in Paragraph 14, Licensee acknowledges that this License is granted for a non-exclusive use of the Licensed Premises. All activities within the Licensed Premises must be coordinated with the other joint users.

16. Licensee shall not discriminate against any person or persons or exclude any persons from participation in Licensee's operations, program, or activities conducted on the

Licensed Premises because of race, color, age, sex, handicap, national origin or religion.

Licensee, by acceptance of this License, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Department of Defense Directive 5500.11, May 27, 1971, as amended 32 CFR pt 300) will be complied with.

17. This License shall be construed and enforced in accordance with the laws of the State of New Hampshire and may only be modified or amended by mutual agreement of the parties in writing signed by a duly authorized representative of each of the respective parties hereto.

18. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

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

Licensee shall comply with all Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and other federal, state and local laws, rules and regulations, which apply to the conduct of the use contemplated, including rules and regulations promulgated by PDA (including, but not limited to, PDA's Airport Security Program and Airport Certification Manual, Airports Airshow Ground Operations Plan). Licensee shall pay to PDA an amount equal to all fines levied by the FAA, the TSA (or any other federal, state or municipal entity having jurisdiction) against PDA for any breach of FAA, TSA or other federal, state or municipal requirements by Licensee or any of its contractors, agents, servants or invitees relating to or arising from the Air Show Event. Licensee acknowledges and agrees that the uses authorized herein are not granted on an exclusive basis and that PDA may enter into licenses, leases or other agreements with tenants and / or others for similar, identical or competing uses.

21. Vehicle Parking, Security/Ground Operations and Traffic Control Plans

- A. Licensee shall ensure that it has an adequate vehicle parking plan in place prior to the Air Show. Licensee shall provide a final parking plan to PDA for approval at least one (1) month prior to the Air Show.

Licensee shall prepare contingency plans to handle the various traffic scenarios that might arise, and work in conjunction with local authorities including but not limited to the City of Portsmouth, and Towns of Newington and Greenland, NH DOT and NH State Police.

- B. 157 ARW in cooperation with PDA will implement an Airshow / Airport Security Plan and an Air Show Ground Operations Plan which shall be in place prior to the Airshow. The Plans shall be provided to both parties at least thirty (30) days prior to the commencement of the Air Show. Licensee agrees to be bound to abide by all terms and conditions of the Security Plan and Air Show Ground Operations Plan and to cooperate in their implementation and enforcement.
- C. Licensee shall erect a snow fence or some other suitable barrier at least three (3) feet in height around the perimeter of the Air Show's Spectator Static Display Area to prevent Air Show attendees from accessing the airfield, off limit apron areas and airport facilities.
- D. All Air Show security measures, including related preparations to ensure the same, shall be in place by 0900 hours on 6 September 2025 and may be inspected and approved of by PSM Airport Management.
- E. Licensee shall establish and provide PDA with a Traffic Control Plan that ensures the flow of traffic through the Tradeport and provides unimpeded routing to PSM airline passengers destined for the Airport Terminal, as well as Tradeport tenants, including but not limited to Sig Sauer, Lonza Biologic, Wentworth-Douglas Hospital, and Northeast Rehab Hospital.

22. Licensee shall employ the services of a professional Air Show Boss or equivalent. Licensee shall apprise PDA of the appointment of an Air Show Boss or equivalent at least ninety (90) days in advance of the Air Show. Licensor reserves the right to request a copy of the agreement which is entered into between the Air Show Boss or equivalent and Licensee.

23. Licensee shall appoint an Air Show Coordinator who shall be PDA's primary point of contact for all operations prior to, during and following the Air Show. The Air Show Coordinator shall work with PDA Airport Management personnel in a cooperative effort to ensure that all aviation and Air Show related activities are conducted safely and in compliance with regulations of the Federal Aviation Administration and any other applicable federal, state

and local laws. Licensee shall apprise PDA of the appointment of an Air Show coordinator in advance of the Air Show but in no event later than July 1, 2025.

24. In order to ensure the safety of Air Show spectators and to ensure that there is adequate crowd control, Licensee shall arrange for appropriate coverage of fire, EMT and law enforcement personnel for the duration of the Air Show, including but not limited to coordination with appropriate representatives of the City of Portsmouth and Town of Newington.

25. Licensee shall keep Licensor fully apprised of all activities and events which are planned for the Air Show and shall provide PDA with a final schedule of events no later than one (1) month in advance of the Air Show.

26. The Licensee shall during its occupancy of the Licensed Premises pick-up and secure any and all trash or debris or other material capable of causing Foreign Object Damage (FOD) to aircraft on the Licensed Premises and at the Airport. All trash and debris shall be removed from the Licensed Premises immediately following the conclusion of the Air Show.

A vacuum sweeper truck shall be available during hours of the Air Show. A FOD walk with the assistance of the vacuum sweeper will be conducted at the close of each day of the Airshow. Appropriate airshow personnel will not be released until an inspection is conducted by members of PDA's Airport Management Department and they are satisfied with the condition of the License Premises.

27. The rights of Licensee or any of its contractors, agents, servants or invitees to access, by ground vehicle or otherwise, restricted or controlled areas or the flightline area shall be subject to the training and security requirements set forth in the Portsmouth International Airport at Pease Security Program as the same may be from time to time amended.

28. Licensee shall ensure that the planned activities of the Air Show do not disrupt normal Airport operations unless coordinated and approved of by the Executive Director or his designee. The Executive Director or his designee shall have the sole right to approve or disapprove of any activities within the Licensed Premises which might affect Airport activities. Licensee shall ensure that normal vehicular traffic to and from the Airport Terminal and parking areas adjacent thereto are not disrupted by Air Show activities.

29. Licensee must provide a sufficient number of Airport Security Identification Display Area (SIDA) badged personnel to ensure compliance with PDA's Airport Security Program, wherever the Air Show property borders the SIDA. Alternatively, as permitted by the Airshow Security Plan, the Licensee will vet and temporarily badge "Air Show Performers" as required to supplement SIDA badged personnel. Such badges will provide the performer's name, dates of validity (2-9 September, 2025), and will be a controlled item. Licensee shall post a SIDA badged person along the SIDA border in accordance with the requirements of the Airshow Security Plan. The SIDA border must be prominently marked by a snow fence or by some other means, shall be supplied by Licensee, and receive the prior approval of the Airport Manager of Administration. All personnel of Licensee to be SIDA-badged must undergo a required 10-year employment history verification background check and attend an Airport security class. If individuals are required to drive on the Airport premises, they must attend a Ground Vehicles Procedures (GVA) class. Such individuals may include, but are not limited to, shuttle bus drivers, personnel assigned to direct shuttle buses to and from authorized parking areas and the Spectator Static Display Area. Licensee must return all SIDA and "Air Show Performer" badges at the conclusion of the Air Show.

30. Airport Promotion & License Fee. No fees shall be charged for this license.

Overall, Licensee agrees to cooperate with PDA in using the Air Show as a means to promote the interests of aviation and cultivate community good will.

31. Toilet facilities. Licensee agrees to set up an appropriate number (based on estimated attendance) of temporary toilet facilities at convenient locations around the Air Show Static Display Area and parking lots for the duration of the Air Show. The toilet facilities shall be regularly cleaned and maintained in a sanitary condition. These facilities shall be securely placed in such locations so as to prevent toppling from jet blast or inclement weather.

32. Vendors. If Vendors require vehicle access to any SIDA Areas, they will either be required to be escorted by SIDA badged personnel or undergo requisite SIDA and GVA training. Licensee shall ensure that all vendors maintain trash containers with secure lids at all times in accordance with the Airport's Wildlife Hazard Management Plan (WHMP). Licensee shall also be responsible for ensuring that vendors maintain their areas to prevent loose trash and other debris from blowing around the surrounding apron and airfield areas.

33. Chalets and Box Seats. Chalets and box seat areas shall be set up securely to withstand wind and weather events.

34. Alcohol Service. Licensee may arrange for the service of alcoholic beverages on the Air Show Static Display. The Licensee shall ensure that the vendor secures all required licenses, liquor liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence naming the PDA as an additional insured, and complies with all rules, laws and regulations pertaining to the service of alcohol and arranges for security.

OPERATIVE PROVISIONS

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2025, by authority of the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: _____
Paul E. Brean, Executive Director

This License, together with all terms and conditions thereof, is hereby accepted and executed by Licensee, this ___ day of _____, 2025.

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
JAMES E. FITZPATRICK, P.E., GS-15, DAF
Acting Director, Installations Directorate

Attachments:

1. Exhibit 1 - Federal Facilities Agreement ("FFA")
2. Exhibit 2 - Licensed Premises

EXHIBIT 1

United States Environmental Protection Agency Region I, State of New Hampshire and the United States Department of the Air Force, Federal Facility Agreement Under CERCLA Section 120, available at:
<https://ar.cce.af.mil/Search>

United States Environmental Protection Agency Region I, State of New Hampshire and the United States Department of the Air Force, Federal Facility Agreement Under CERCLA Section 120, Modification 1, available at:
<https://ar.cce.af.mil/Search>

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby approves and authorizes the Executive Director to enter into a contract with Alliance Group Services, LLC of Bow, NH for the purpose of providing on-call heating, ventilation and air conditioning maintenance services for PDA and Division of Ports and Harbors facilities, for an initial term of three (3) years with two (2) one (1) year extension options exercisable at the Executive Director’s sole discretion; all in accordance with the memorandum from Chasen Congreves, Director of Operations, dated December 23, 2024; attached hereto.

MEMORANDUM

To: Paul E. Brean, C.M., Executive Director *PEB*
From: Chasen Congreves, C.M., Director of Operations *CC*
Re: PDA HVAC Services Contract
Date: December 23, 2024

The Pease Development Authority (“PDA”) recently issued a Request for Bids to provide for Heat, Ventilation, and Air Conditioning (HVAC) services of PDA maintained facilities. Four (4) bids were submitted and publicly opened on 19 December 2024 at 2:00 P.M. EST. Interested contractors were requested to provide hourly rates, material mark-up costs, and option year percentage changes and apply those to estimated quantities provided on the Bid form. A spreadsheet showing the resultant bids in greater detail is attached. The contract duration is three (3) years with two (2) one-year options at the discretion of the PDA.

The low bidder is:

Alliance Group Services, LLC \$40,837.50

Other respondents:

Palmer & Sicard \$49,500.00

Trane Technologies \$53,375.00

Johnson Controls \$62,475.00

Alliance Group Services, LLC has provided the lowest cost in comparison to the other bidders, therefore I request that you seek approval from the PDA Board of Directors to award the HVAC Service Contract to the lowest responsive bidder, Alliance Group Services, LLC consistent with its proposal submitted on 19 December 2024.

IFB 25-12 HVAC Services
Bid Response Summary Form

	Alliance Group		Palmer & Sicard		Trane Tech.		Johnson Controls	
	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
YR 1 - 3 Hourly Rate Normal Business Hours Rate for HVAC Technician (7AM -5PM)	\$99.00	\$37,125.00	\$120.00	\$45,000.00	\$130.00	\$48,750	\$150.80	\$56,550.00
YR 1 - 3 Hourly Rate After Hours Rate for HVAC Technician	\$148.50	\$3,712.50	\$180.00	\$4,500.00	\$185.00	\$4,625.00	\$237.00	\$5,925.00
Total Bid Cost for Years 1-3		\$40,837.50		\$49,500.00		\$53,375.00		\$62,475.00
1 st Option YR - Hourly Rate Normal Business Hours Rate for HVAC Technician (7AM -5PM)	0%		3%		6%		7%	
2 nd Option YR - Hourly Rate Normal Business Hours Rate for HVAC Technician (7AM -5PM)	0%		3%		6%		7%	
1 st Option YR - Hourly Rate After Hours Rate for HVAC Technician	0%		3%		6%		7%	
2 nd Option YR - Hourly Rate After Hours Rate for HVAC Technician	0%		3%		6%		7%	
Markup rated for materials and subcontract work (percent over MSRP)	Yrs 1-3	1 st & 2 nd Option Yrs	Yrs 1-3	1 st & 2 nd Option Yrs	Yrs 1-3	1 st & 2 nd Option Yrs	Yrs 1-3	1 st & 2 nd Option Yrs
Parts less than \$50.00	15%	15%	30%	30%	15%	15%	15%	15%
Parts \$50.00 - \$250.00	15%	15%	30%	30%	15%	15%	15%	15%
Parts \$250.00 - \$1,000	15%	15%	30%	30%	15%	15%	15%	15%
Parts greater than \$1,000	15%	15%	30%	30%	12%	12%	15%	15%
Subcontract work	10%	10%	30%	30%	20%	20%	15%	15%

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to purchase a 2025 Ford F250 Pickup Truck from McFarland Ford Sales, Inc. in an amount not to exceed \$60,480.00; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated December 16, 2024, attached hereto and incorporated herein.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as McFarland Ford Sales, Inc. is a State of New Hampshire approved vendor under contract #: 8003589.

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



55 International Drive Portsmouth NH 03801

Memorandum

To: Paul Brean, Executive Director *PB*
From: Scott DeVito, PGA General Manager *SD*
Date: December 16, 2024
Subject: Pease Golf Course - Ford F250 Pickup Truck Purchase

This memo seeks permission from the PDA Board of Directors to waive the competitive solicitation process to purchase a new 2025 Ford F250 4X4 SD Crew Cab with Plow package through the State of New Hampshire's existing statewide contract valid through September 30, 2025. This vehicle will replace a 2011 Chevrolet 2500HD pickup truck that is nearing end of life.


PDA's initial request was to purchase a new Chevy Silverado which was approved in the PDA FY25 Capital budget. By utilizing the statewide contract, PDA obtained pricing for a 2025 Chevy Silverado and a 2025 Ford F250, both with plow and strobe light packages. The quotes received are as follows:

McFarland Ford Sales, Inc. – \$60,480.00 (Ford F250)

Whitesides Chevrolet – \$74,536.00 (Chevrolet Silverado)

At the January 7, 2025, PDA Board of Directors meeting please request authorization to waive the formal bidding process and to approve the purchase of a 2025 Ford F250 Pickup Truck from McFarland Ford Sales, Inc. pursuant to the State of New Hampshire statewide Contract # 8003589 for a total price not to exceed \$60,480.00.

Memorandum

To: Paul Brean, Executive Director
 From: Suzy Anzalone, Director of Finance 
 Date: December 23, 2024
 Subject: Executive Summary – Financial Reports

In anticipation of the upcoming January 9th Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the five months ended November 30, 2024:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	9,389	8,983	406
Operating Expenses	7,431	7,317	(114)
Operating Income	1,958	1,666	292
Depreciation	3,247	3,133	(114)
Non Oper. (Inc)/Exp	(975)	(77)	897
Net Operating Income (Loss)	(314)	(1,390)	1,075

Year-to-date consolidated operating revenues through November totaled \$9.4 million, trending 4.5% higher than budgeted projections. Fuel flowage fees, golf fees, wharfage and dockage fees, facility rent and golf merchandise sales are all trending higher than budget. Line items trending under budget include DPH fuel sales (due to storm damaged fuel pumps), parking fees, concession revenue and pier usage fees.

Year-to-date operating expenses are \$114,000 (1.6%) over budget. As you may recall, in October we incurred engineering costs of \$518,000 related to the grant (ARPA) funded Hampton Harbor Feasibility Study with the related grant reimbursement of \$513,000 included in Non-Operating Income. October also included adjusting the architectural design costs of \$173,000 related to the ARPA funded Rye Harbor Retail Improvement project to operating expenses. The associated grant funding for this expenditure is included in November's Non-Operating Income, resulting in no impact to operations. Other line items trending higher than budget include turf maintenance, electricity costs (due to higher cost per kwh than budget), golf merchandise cost of goods sold (due to higher sales) and technology expenses.

Non-Operating Income includes \$216,000 in interest income and \$759,000 in grant funding (COVID and ARPA related).

Year-to-date Net Operating Loss is (\$314,000) performing favorably against budgeted loss of (\$1.4 million).

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) Incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,368	1,078	290
Operating Expenses	1,543	1,615	72
Operating Income	(174)	(536)	362
Depreciation	1,828	1,765	(63)
Non Oper. (Inc)/Exp	(0)	0	0
Net Operating Income (Loss)	(2,003)	(2,302)	299

Year-to-date operating revenues for Portsmouth Airport are favorable to budget by \$290,000 mainly driven by higher fuel flowage fees, and to a lesser extent from facility rent. Operating expenses through November are favorable by 4.4%.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	109	115	(6)
Operating Expenses	132	143	12
Operating Income	(23)	(28)	5
Depreciation	175	178	3
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(198)	(206)	8

Skyhaven year-to-date operating revenues are under budget by \$6,000 (5.5% unfavorable) mainly driven by lower fuel sales than budget. Year-to-date gallons sold total 7,322, trending slightly higher than prior years' gallons sold of 6,542. Operating expenses are favorable by \$12,000 (8.1% favorable) with wages, utilities and fuel purchases trending lower than budget.

Tradeport

Tradeport			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	4,462	4,377	85
Operating Expenses	214	231	16
Operating Income	4,248	4,147	101
Depreciation	310	314	4
Non Oper. (Inc)/Exp	(191)	(54)	137
Net Operating Income (Loss)	4,129	3,887	242

Year-to-date Tradeport revenues are \$85,000 favorable to budget largely due to higher facility rental revenue and short-term right-of-entry agreements. Expenses are trending favorably by \$16,000 (7.1%) mainly attributable to lower building and facility costs.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,240	1,997	244
Operating Expenses	1,386	1,263	(124)
Operating Income	854	734	120
Depreciation	158	155	(3)
Non Oper. (Inc)/Exp	0	(0)	(0)
Net Operating Income (Loss)	696	579	117

Golf course revenues on a year-to-date basis are favorable by \$244,000 (12.2%) driven by higher public play golf fees and merchandise sales but offset by lower concession revenue. Expenses are over budget by \$124,000 (9.8%) driven by cost overruns in turf maintenance (weather conditions required additional treatments during the fall), credit card fees, equipment parts, electricity, golf cart lease expense and golf merchandise cost of goods sold.

Division of Ports and Harbors (DPH)-Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,157	1,340	(182)
Operating Expenses	1,863	1,447	(416)
Operating Income	(705)	(107)	(598)
Depreciation	693	634	(58)
Non Oper. (Inc)/Exp	(714)	(24)	691
Net Operating Income (Loss)	(684)	(718)	34

DPH year-to-date revenues are under budget by \$182,000 (13.6%), continuing to driven by lower fuel sales as fuel pumps in Rye and Hampton are currently out of service (due to storm damage). Year-to-date operating expenses are over budget by \$416,000 (28.8%) mainly driven by significant engineering and design costs (\$691,000) related to the ARPA funded Hampton Harbor Feasibility Study and the Rye Harbor Retail Improvements project. Other expense overruns include full-time and part-time wages and overtime expenses. Fuel purchases are trending lower than budget due to lower fuel sales.

Balance Sheet/Statement of Net Position (Consolidated)

(\$ 000's)	As of 11/30/2024	As of 11/30/2023
Assets		
Current Assets	24,086	24,007
Restricted Assets	1,583	1,425
Non-Current Assets	330,742	314,790
Total Assets	356,411	340,222
Deferred Outflows of Resources	2,944	3,049
Liabilities		
Current Liabilities	5,461	5,996
Non-Current Liabilities	10,171	11,476
Total Liabilities	15,631	17,472
Deferred Inflows of Resources	219,970	213,258
Net Position		
Net Invest. in Cap Assets	109,594	101,658
Restricted	1,456	1,296
Unrestricted	12,702	9,587
Total Net Position	123,753	112,541

The November balance sheet reflects \$24.0 million in current assets which include \$14.7 million in unrestricted cash (both PDA and DPH), \$8.7 million in trade and lease receivables, and \$0.6 million in inventory and prepaid expenses.

Restricted assets total \$1.6 million and consist primarily of the Revolving Loan Fund which currently has 20 loans outstanding totaling \$1.0 million in loans receivable.

Non-Current Assets include year-to-date capital expenditures in the amount of \$5.0 million. Expenditures include PSM Arrivals Hall, snow removal equipment, PSM jet bridge rehabilitation, vehicle purchases, expenses related to the Portsmouth Fish Pier decking and bracing project and engineering expenses for the Portsmouth Fish Pier building ARPA funded project.

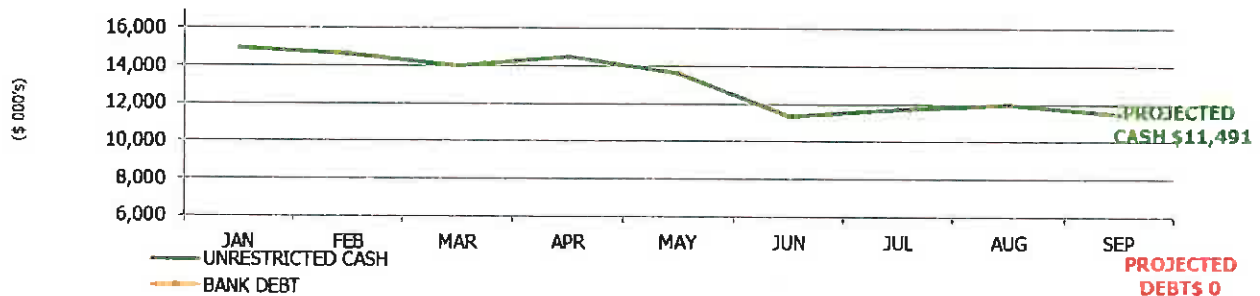
Current liabilities of \$5.4 million represent trade accounts payable, retainage and various accrued expenses.

PDA Cash Flow Projections for the Nine Month Period Ending September 30, 2025 (Excl. Division of Ports and Harbors)

During the next nine-month period, PDA cash inflows are projected at \$22.1 million, mainly provided by operating revenues as well as \$6.4 million in grant funding.

Cash outflows of \$26.0 million during this same period include \$12.7 million in both grant and non-grant related capital expenditures, as well as outflows from normal operating expenses and municipal service fee payments. Current projections indicate that we will not need to draw on our line of credit over the next nine months, and we expect unrestricted cash to decrease to \$11.5 million. The chart below outlines cash and debt balances over the next nine-month period.

PROJECTED CASH AND DEBT BALANCES – PEASE DEVELOPMENT AUTHORITY - EXCL. DPH

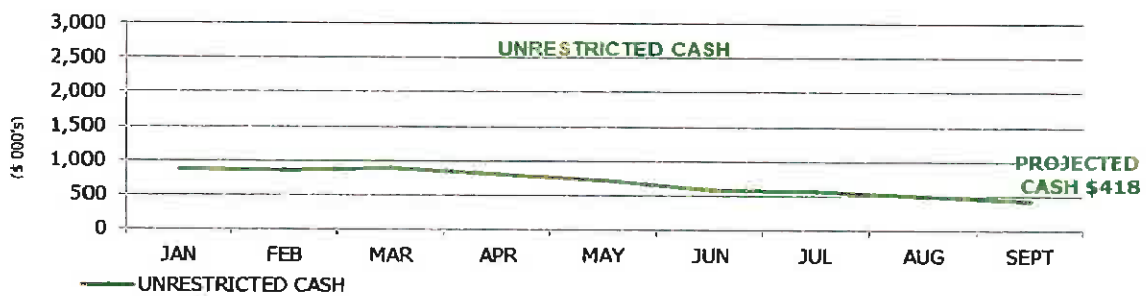


Cash Flow Projections for the Nine Month Period Ending September 30, 2025 -Division of Ports and Harbors

During the next nine-month period, unrestricted cash inflows at the Division of Ports and Harbors are projected at \$4.7 million, provided by operating revenues and fees, but also include \$2.4 million in grant funding.

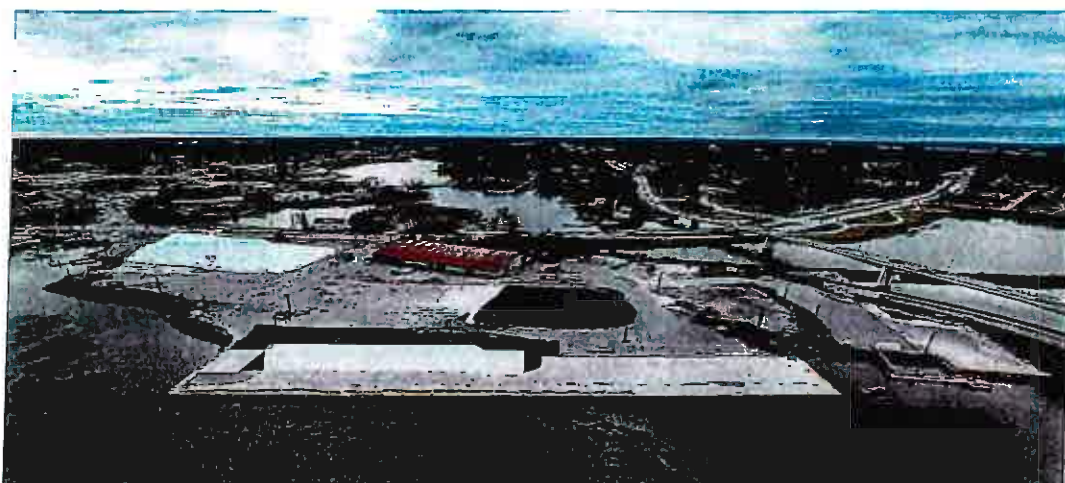
Unrestricted cash outflows of \$5.2 million during this same period include \$2.6 million in both grant and non-grant related capital expenditures, as well as outflows from normal operating expenses. Unrestricted cash is projected to decrease to approximately \$418,000. The chart below outlines cash balances over the next nine-month period.

PROJECTED CASH BALANCES – DIVISION OF PORTS AND HARBORS



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

**PEASE DEVELOPMENT AUTHORITY
FY2025 FINANCIAL REPORT
FOR THE FIVE-MONTH PERIOD
ENDING NOVEMBER 30, 2024**



**BOARD OF DIRECTORS MEETING
JANUARY 7, 2025**

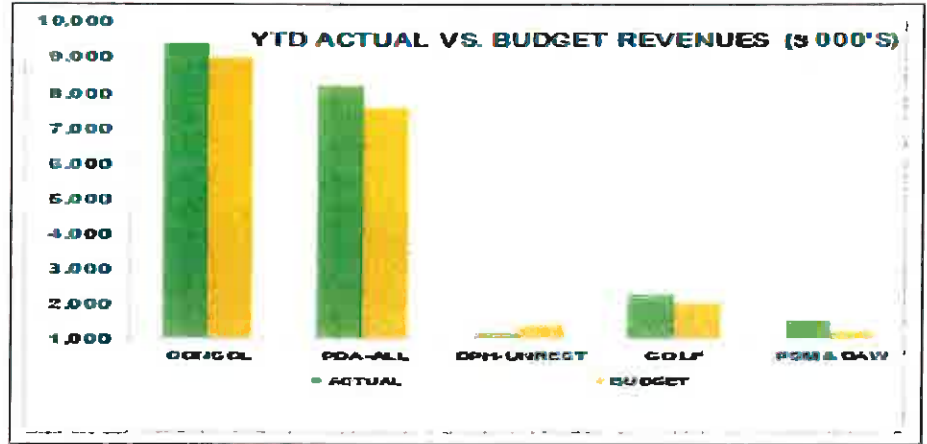
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures –Five Months Ended November 30, 2024

Trends:

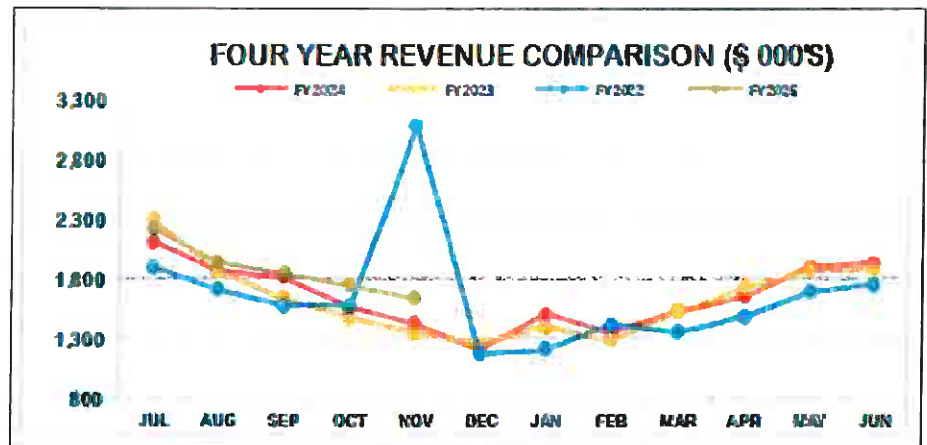
YTD revenue is 4.5% favorable

- Fuel sales, Pier Usage Fees, Parking and Concession revenue trending under budget
- Offset by higher revenue in Fuel Flowage Fees, Golf Fees, Golf Merchandise sales, Wharfage and Dockage fees and Facility Rental



Trends:

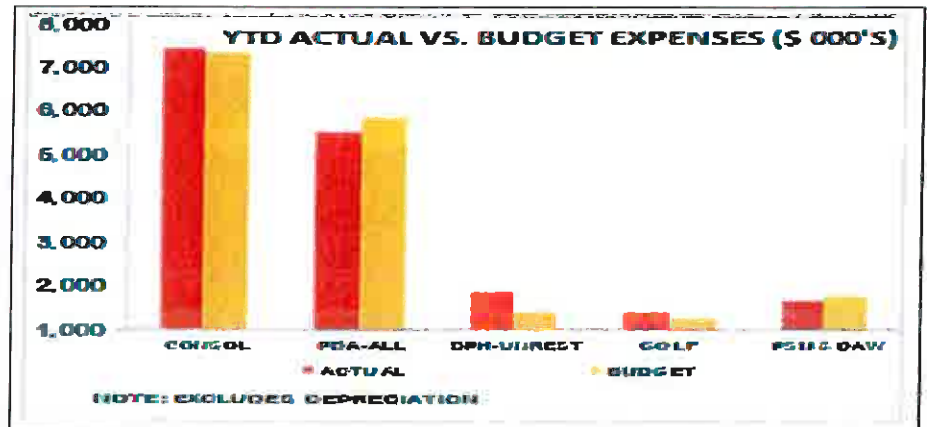
- November 2021 includes sale of 30 NH Ave
- July revenues include annual rent payment-Great Bay Comm. College
- June revenues include increase in Golf fee revenue



Trends:

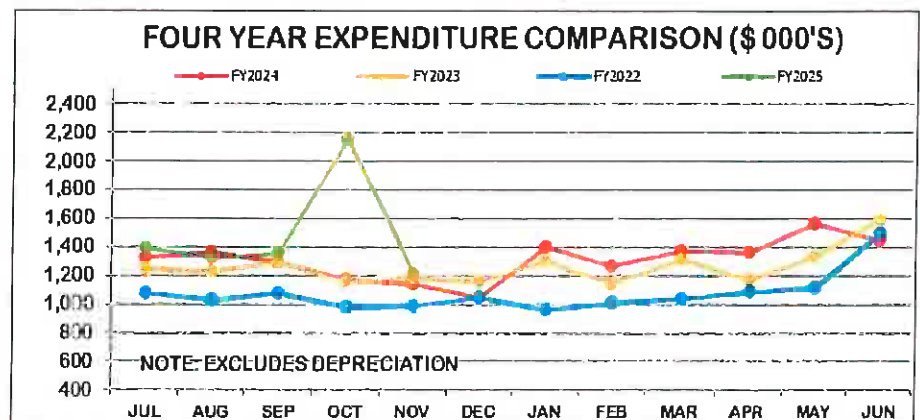
YTD Operating Expenses higher by 1.6%:

- Professional svcs., fuel purchases, marketing, wages and benefits trending lower than budget.
- Offset by cost overruns in engineering services (Hampton Harbor Feasibility Study of \$518k and Rye Harbor architectural expenses of \$173k. Both have matching grant funds included in non-operating revenue), turf maintenance, golf merchandise sales and electricity.



Trends:

- June 2022-June 2024 – Retirement OPEB year end adjustments
- Oct 2024 – ARPA funded feasibility study expenses of \$518k and ARPA funded architectural expenses for Rye Harbor retail improvements of \$173k



**Consolidated Statement of Revenues and Expenses
For the Five Months Ending November 30, 2024**

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
FACILITIES	\$1,014,369	\$973,993	\$40,376	4.1%	\$5,033,048	\$4,928,591	\$104,457	2.1%
CARGO AND HANGARS	15,438	15,778	(339)	(2.2%)	80,286	78,762	1,524	1.9%
	<u>1,029,807</u>	<u>989,770</u>	<u>40,037</u>	<u>4.0%</u>	<u>5,113,334</u>	<u>5,007,353</u>	<u>105,981</u>	<u>2.1%</u>
CONCESSION REVENUE	28,618	34,818	(8,002)	(23.1%)	315,792	342,947	(27,155)	(7.9%)
FEE REVENUE								
AVIATION FEES	0	0	0	-	1,140	0	1,140	-
FUEL FLOWAGE	131,081	51,103	79,977	156.5%	707,761	411,035	296,726	72.2%
PSM TSALEO REVENUE	0	0	0	-	3,707	0	3,707	-
PSM SECURITY REVENUE	355	5,667	(5,312)	(93.7%)	14,110	28,333	(14,223)	(50.2%)
GOLF FEES	97,988	64,628	33,361	51.6%	1,507,683	1,286,897	220,786	17.2%
GOLF SIMULATORS	12,631	5,767	6,864	119.0%	16,518	9,455	7,063	74.7%
GOLF MEMBERSHIPS	47,166	55,000	(7,834)	(14.2%)	235,830	275,000	(39,170)	(14.2%)
GOLF LESSONS	465	698	(233)	(33.3%)	14,969	20,520	(5,551)	(27.1%)
MOORING FEES	38,637	37,667	970	2.6%	193,183	188,333	4,850	2.6%
PARKING	42,614	35,843	6,771	18.9%	227,419	242,527	(15,108)	(6.2%)
PIER USAGE FEES	538	9,167	(8,629)	(94.1%)	21,128	45,833	(24,706)	(53.9%)
REGISTRATIONS	1,852	10,455	(8,603)	(82.3%)	42,340	47,001	(4,661)	(9.9%)
TERMINAL FEES	-	-	-	-	-	-	-	-
WHARFAGE AND DOCKAGE	135,474	73,649	61,825	83.9%	220,015	78,124	141,891	181.6%
	<u>508,800</u>	<u>349,642</u>	<u>159,158</u>	<u>45.5%</u>	<u>3,205,802</u>	<u>2,633,060</u>	<u>572,742</u>	<u>21.8%</u>
FUEL SALES	19,474	51,416	(31,941)	(62.1%)	340,281	662,048	(321,766)	(48.6%)
INTEREST INCOME								
LOAN INTEREST	2,415	2,833	(418)	(14.8%)	13,188	14,167	(979)	(6.9%)
OTHER REVENUES								
MERCHANDISE	15,411	15,374	37	0.2%	232,429	162,081	70,348	43.4%
ALL OTHER	35,510	25,031	10,479	41.9%	168,262	161,520	6,742	4.2%
	<u>50,921</u>	<u>40,405</u>	<u>(10,516)</u>	<u>(26.0%)</u>	<u>400,692</u>	<u>323,601</u>	<u>(77,090)</u>	<u>(23.8%)</u>
TOTAL OPERATING REVENUE	<u>1,638,034</u>	<u>1,468,684</u>	<u>169,350</u>	<u>11.5%</u>	<u>9,389,089</u>	<u>8,983,175</u>	<u>405,914</u>	<u>4.5%</u>
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	416,971	462,697	45,726	9.9%	2,174,441	2,249,046	74,605	3.3%
BENEFITED OVERTIME	25,238	21,867	(3,372)	(15.4%)	117,872	90,155	(27,717)	(30.7%)
NON-BENEFITED REGULAR	78,712	74,067	(4,645)	(6.3%)	562,963	546,653	(16,311)	(3.0%)
NON-BENEFITED OVERTIME	4,617	2,179	(2,438)	(111.9%)	16,544	16,685	141	0.8%
ACCRUED VACATION BENEFITS	12,157	0	(12,157)	-	25,752	0	(25,752)	-
ACCRUED SICK TIME BENEFITS	1,845	0	(1,845)	-	7,993	0	(7,993)	-
	<u>539,339</u>	<u>560,809</u>	<u>21,470</u>	<u>3.8%</u>	<u>2,905,565</u>	<u>2,902,538</u>	<u>(3,027)</u>	<u>(0.1%)</u>
WAGE TRANSFERS OUT	0	0	0	-	0	0	0	-
	<u>539,339</u>	<u>560,809</u>	<u>21,470</u>	<u>3.8%</u>	<u>2,905,565</u>	<u>2,902,538</u>	<u>(3,027)</u>	<u>(0.1%)</u>
BENEFITS								
DENTAL INSURANCE	5,875	5,971	96	1.6%	28,353	29,854	1,501	5.0%
HEALTH INSURANCE	125,907	126,656	749	0.6%	605,434	633,280	27,846	4.4%
LIFE INSURANCE	2,466	2,707	241	8.9%	11,130	13,535	2,405	17.8%
NEW HAMPSHIRE RETIREMENT	60,639	71,255	10,616	14.9%	313,796	355,832	42,036	11.8%
POST RETIREMENT BENEFITS	11,167	11,725	558	4.8%	55,834	58,625	2,792	4.8%
EMPLOYEE DRUG TEST	0	142	142	100.0%	741	708	(33)	(4.6%)
OPEB EXPENSE	-	-	-	-	-	-	-	-
EMPLOYER FICA	37,973	42,865	4,892	11.4%	210,172	223,986	13,813	6.2%
UNEMPLOYMENT INS	0	-	0	-	118	-	(118)	-
	<u>244,026</u>	<u>261,320</u>	<u>17,294</u>	<u>6.6%</u>	<u>1,225,578</u>	<u>1,315,820</u>	<u>90,241</u>	<u>6.9%</u>
BENEFIT TRANSFERS OUT	0	0	0	-	0	0	0	-
	<u>244,026</u>	<u>261,320</u>	<u>17,294</u>	<u>6.6%</u>	<u>1,225,578</u>	<u>1,315,820</u>	<u>90,241</u>	<u>6.9%</u>
TOTAL WAGES & BENEFITS	<u>783,366</u>	<u>822,130</u>	<u>38,764</u>	<u>4.7%</u>	<u>4,131,144</u>	<u>4,218,358</u>	<u>87,214</u>	<u>2.1%</u>

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	20,961	6,333	(14,627)	(231.0%)	29,733	31,667	1,934	6.1%
COVID-19	-	-	-	-	-	-	-	-
SOIL & VEGETATION CONTROL	23,941	7,153	(16,788)	(234.7%)	128,691	43,851	(84,840)	(193.5%)
ENVIRONMENTAL TESTING	26,999	16,602	(10,397)	(62.6%)	76,499	83,046	6,547	7.9%
EQUIPMENT MAINTENANCE	29,933	31,552	1,619	5.1%	148,631	158,298	9,667	6.1%
FACILITIES MAINTENANCE	61,482	86,536	25,075	29.0%	1,099,556	450,145	(649,412)	(144.3%)
LANDSCAPING	3,620	1,429	(2,190)	(153.3%)	12,866	19,313	6,446	33.4%
NAVIGATION MAINTENANCE	40	414	374	90.3%	2,796	2,817	21	0.7%
OTHER EXPENSES	0	0	0	-	0	0	0	-
SECURITY	9,987	14,842	4,855	32.7%	59,550	74,208	14,658	19.8%
SNOW REMOVAL	13,937	18,092	4,156	23.0%	14,032	41,559	27,528	66.2%
EXPENSE TRANSFERS	-	-	-	-	-	-	-	-
	<u>190,898</u>	<u>182,973</u>	<u>(7,924)</u>	<u>(4.3%)</u>	<u>1,572,354</u>	<u>904,903</u>	<u>(667,451)</u>	<u>(73.8%)</u>
WAGE & BENEFIT TRANSFER IN	0	0	0	-	0	0	0	-
	<u>190,898</u>	<u>182,973</u>	<u>(7,924)</u>	<u>(4.3%)</u>	<u>1,572,354</u>	<u>904,903</u>	<u>(667,451)</u>	<u>(73.8%)</u>
GENERAL AND ADMINISTRATIVE								
BAD DEBT EXPENSE	-	-	-	-	-	-	-	-
BANK FEES	7,050	35,948	28,899	80.4%	56,355	71,955	15,599	21.7%
COMPUTER EXPENSES	1,782	8,730	6,948	79.6%	69,319	44,907	(24,412)	(54.4%)
DISCOUNTS AND LATE FEES	(139)	3	143	4298.5%	(1,013)	(884)	129	(14.7%)
EQUIPMENT UNDER \$5,000	5,154	8,957	3,803	42.5%	30,131	55,606	25,475	45.8%
FEES AND LICENSES	4,754	7,827	3,073	39.3%	35,726	33,339	(2,387)	(7.2%)
INSURANCE	37,952	38,371	419	1.1%	186,515	191,853	5,338	2.8%
OFFICE EQUIPMENT	1,429	2,188	759	34.7%	8,584	10,942	2,358	21.5%
PROFESSIONAL DEVELOPMENT	1,247	5,384	4,137	76.8%	8,574	25,174	16,600	65.9%
SUPPLIES	11,443	6,603	(4,839)	(73.3%)	40,160	35,634	(4,526)	(12.7%)
TELEPHONES AND COMMUNICATIONS	15,584	17,732	2,148	12.1%	88,947	89,150	203	0.2%
TRAVEL AND MILEAGE	803	3,300	2,497	75.7%	9,727	16,500	6,773	41.0%
OTHER EXPENSES	2,449	6,725	4,276	63.6%	16,607	33,964	17,358	51.1%
	<u>89,507</u>	<u>141,769</u>	<u>52,262</u>	<u>36.9%</u>	<u>549,632</u>	<u>608,140</u>	<u>58,508</u>	<u>9.6%</u>
UTILITIES								
ELECTRICITY	41,160	29,351	(11,809)	(40.2%)	238,075	167,133	(70,941)	(42.4%)
ELECTRICITY TRANSFERS	-	-	-	-	-	-	-	-
HEATING OIL	0	350	350	100.0%	137	1,750	1,613	92.2%
NATURAL GAS	2,073	3,842	1,769	46.0%	6,631	15,927	9,296	58.4%
NATURAL GAS TRANSFERS	-	-	-	-	-	-	-	-
PROPANE	2,854	3,891	1,036	26.6%	12,876	17,257	4,381	25.4%
WASTE REMOVAL	5,261	7,334	2,073	28.3%	30,551	25,701	(4,850)	(18.9%)
WASTE REMOVAL TRANSFERS	-	-	-	-	-	-	-	-
WATER	2,541	7,317	4,776	65.3%	49,357	64,020	14,664	22.9%
WATER TRANSFERS	-	-	-	-	-	-	-	-
	<u>53,890</u>	<u>52,084</u>	<u>(1,805)</u>	<u>(3.5%)</u>	<u>337,627</u>	<u>291,789</u>	<u>(45,838)</u>	<u>(15.7%)</u>
PROFESSIONAL SERVICES								
AUDIT	6,571	17,100	10,529	61.6%	43,766	50,627	6,861	13.6%
INFORMATION TECHNOLOGY	12,737	21,575	8,839	41.0%	56,176	107,877	51,701	47.9%
LEGAL	25,693	20,833	(4,859)	(23.3%)	57,605	104,167	46,562	44.7%
LEGAL PERMIT IMPLEMENT	788	12,500	11,713	93.7%	900	62,500	61,600	98.6%
ADMINISTRATIVE SERVICES	7,834	18,023	10,189	56.5%	61,774	90,115	28,341	31.4%
	<u>53,621</u>	<u>90,032</u>	<u>36,410</u>	<u>40.4%</u>	<u>220,221</u>	<u>415,286</u>	<u>195,065</u>	<u>47.0%</u>
MARKETING AND PROMOTION								
ADVERTISING	1,403	4,217	2,814	66.7%	17,625	21,433	3,808	17.8%
OTHER MARKETING	8,296	24,208	15,912	65.7%	46,126	122,446	76,319	62.3%
FLIGHT INCENTIVES	-	-	-	-	-	-	-	-
	<u>9,699</u>	<u>28,424</u>	<u>18,726</u>	<u>65.9%</u>	<u>63,752</u>	<u>143,879</u>	<u>80,128</u>	<u>55.7%</u>
OTHER OPERATING EXPENSES								
COAST TROLLEY	12,490	10,000	(2,490)	(24.9%)	52,490	50,000	(2,490)	(5.0%)
FUEL	12,177	39,267	27,091	69.0%	243,827	500,490	256,662	51.3%
GOLF CART LEASE	0	17,926	17,926	100.0%	84,993	89,628	4,635	5.2%
MERCHANDISE	14,344	7,628	(6,715)	(88.0%)	175,060	94,914	(80,146)	(84.4%)
	<u>39,010</u>	<u>74,821</u>	<u>35,811</u>	<u>47.9%</u>	<u>556,369</u>	<u>735,031</u>	<u>178,661</u>	<u>24.3%</u>
TOTAL OPERATING EXPENSES	1,219,990	1,392,234	172,244	12.4%	7,431,098	7,317,386	(113,713)	(1.6%)
OPERATING INCOME/(LOSS)	418,044	76,450	341,594	446.8%	1,957,991	1,665,789	292,202	17.5%
DEPRECIATION	639,170	626,497	(12,674)	(2.0%)	3,246,994	3,133,055	(113,939)	(3.6%)
AMORTIZATION	-	-	-	-	-	-	-	-
NON-OPERATING (INCOME)/EXPENSES								
INTEREST EXPENSE	0	833	833	100.0%	660	4,167	3,506	84.2%
INTEREST INCOME	(45,041)	(16,313)	28,728	(176.1%)	(215,937)	(81,566)	134,371	(164.7%)
NON-OPERATING GRANT FUNDING	(180,309)	0	180,309	-	(759,308)	-	759,308	-
GAIN/LOSS ON ASSETS	-	-	-	-	-	-	-	-
OTHER NON-OPERATING	-	-	-	-	-	-	-	-
	<u>(225,350)</u>	<u>(15,480)</u>	<u>209,870</u>	<u>(1355.8%)</u>	<u>(974,565)</u>	<u>(77,399)</u>	<u>897,166</u>	<u>(1159.2%)</u>
NET OPERATING INCOME/(LOSS)	4,224	(534,567)	538,791	(100.8%)	(314,419)	(1,389,867)	1,075,448	(77.4%)

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Five Months Ending November 30, 2024

	2025	2024
	Ending	Ending
ASSETS		
Cash and Investments	\$14,746,025	\$16,311,272
Accounts Receivable - Net	8,760,194	7,036,736
Inventories	348,033	435,162
Prepays	105,474	95,529
	<u>23,959,726</u>	<u>23,878,699</u>
RESTRICTED ASSETS		
Cash and Investments	695,420	353,431
Current Receivables	5,000	66,762
Loans Receivable - NHFL		
Due within 1 Year	126,250	128,744
Due in more than 1 Year	882,274	1,005,110
TOTAL RESTRICTED ASSETS	<u>1,708,944</u>	<u>1,554,047</u>
NON-CURRENT ASSETS		
Leases Receivable-Net of Current Portion	221,147,554	213,131,431
Land & land Improvements	7,837,636	7,520,786
Construction-in-Process	13,385,421	10,133,763
Other Capital Assets - Net	88,371,382	84,003,638
TOTAL NON-CURRENT ASSETS	<u>330,741,994</u>	<u>314,789,619</u>
TOTAL ASSETS	<u>356,410,663</u>	<u>340,222,365</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	1,576,375	1,426,696
OPEB	1,367,728	1,621,805
	<u>1,576,375</u>	<u>1,426,696</u>
LIABILITIES		
ACCOUNTS PAYABLE AND ACCRUED EXPENSES		
Retainage	989,503	609,866
Unearned Revenues	694,134	174,987
Long-Term Liabilities		
Net Pension Liability	5,711,070	5,286,773
Net OPEB Liability	4,094,308	5,835,603
Due in more than 1 Year	365,348	353,764
	<u>15,630,704</u>	<u>17,466,070</u>
RESTRICTED LIABILITIES		
Current Liabilities	547	5,943
Long-Term Liabilities	0	0
Due within 1 Year	0	0
Due in more than 1 Year	0	0
	<u>547</u>	<u>5,943</u>
TOTAL LIABILITIES	<u>15,631,251</u>	<u>17,472,014</u>
DEFERRED INFLOWS OF RESOURCES		
Pension	134,849	228,607
OPEB	3,168,772	2,087,794
Lease Revenue	216,666,835	210,941,329
	<u>216,666,835</u>	<u>210,941,329</u>
NET POSITION		
Net Investment in Capital Assets	109,594,440	101,658,188
Restricted For:		
Revolving Loan Fishery Fund	1,361,339	1,273,801
Harbor Dredging and Pier Maintenance	68,666	(2,594)
Foreign Trade Zone	26,143	24,646
Unrestricted	12,702,473	9,587,080
TOTAL NET POSITION	<u>123,753,059</u>	<u>112,541,122</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$107,451	\$97,866	\$9,585	9.8%	\$401,490	\$370,244	\$31,246	8.4%
CARGO AND HANGARS	2,838	2,761	77	2.8%	14,080	13,678	402	2.9%
CONCESSION REVENUE	4,793	2,445	2,348	96.0%	52,942	46,816	6,126	13.1%
FEE REVENUE	173,400	86,141	87,259	101.3%	847,827	562,830	284,997	50.6%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	10,224	16,917	(6,693)	(39.6%)	52,118	84,583	(32,465)	(38.4%)
TOTAL OPERATING REVENUES	298,706	206,130	92,576	44.9%	1,368,457	1,078,151	290,306	26.9%
EXPENSES								
WAGES AND FRINGE BENEFITS	134,875	156,949	22,074	14.1%	662,485	685,192	22,707	3.3%
BUILDING AND FACILITIES	69,072	97,371	28,299	29.1%	368,767	431,238	62,471	14.5%
GENERAL AND ADMINISTRATIVE	37,041	50,641	13,600	26.9%	274,876	259,927	(14,949)	(5.8%)
UTILITIES	27,277	18,288	(8,989)	(49.2%)	148,204	97,483	(50,721)	(52.0%)
PROFESSIONAL SERVICES	8,040	11,046	3,006	27.2%	59,140	55,232	(3,908)	(7.1%)
MARKETING AND PROMOTION	2,719	17,092	14,373	84.1%	29,443	85,458	56,015	65.5%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	279,024	351,387	72,363	20.6%	1,542,915	1,614,530	71,615	4.4%
OPERATING INCOME	19,682	(145,257)	164,939	113.5%	(174,458)	(536,379)	361,921	67.5%
NON-OPERATING (INCOME) EXPENSE	(1)	0	1	-	(3)	0	3	-
DEPRECIATION	360,905	353,083	(7,822)	(2.2%)	1,828,395	1,765,417	(62,978)	(3.6%)
NET OPERATING INCOME	(341,222)	(498,340)	157,118	(31.5%)	(2,002,850)	(2,301,796)	298,946	(13.0%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS	12,600	13,017	(417)	(3.2%)	66,206	65,083	1,122	1.7%
CONCESSION REVENUE	0	267	(267)	(100.0%)	0	1,333	(1,333)	(100.0%)
FEE REVENUE	0	0	0	-	1,140	0	1,140	-
FUEL SALES	9,355	7,037	2,318	32.9%	41,370	48,231	(6,861)	(14.2%)
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	141	92	49	53.8%	91	458	(367)	(80.1%)
TOTAL OPERATING REVENUES	22,096	20,412	1,684	8.3%	108,807	115,106	(6,299)	(5.5%)
EXPENSES								
WAGES AND FRINGE BENEFITS	9,466	11,225	1,760	15.7%	49,662	56,126	6,464	11.5%
BUILDING AND FACILITIES	8,140	3,125	(5,015)	(160.5%)	22,387	17,648	(4,739)	(26.9%)
GENERAL AND ADMINISTRATIVE	2,174	2,947	773	26.2%	12,140	13,365	1,225	9.2%
UTILITIES	2,522	2,750	228	8.3%	8,950	13,943	4,993	35.8%
PROFESSIONAL SERVICES	616	672	56	8.3%	2,721	3,358	637	19.0%
MARKETING AND PROMOTION	0	88	88	100.0%	399	438	39	8.8%
OTHER OPERATING EXPENSES	5,463	5,630	167	3.0%	35,524	38,585	3,061	7.9%
TOTAL OPERATING EXPENSES	28,381	26,436	(1,945)	(7.4%)	131,784	143,463	11,679	8.1%
OPERATING INCOME	(6,285)	(6,025)	(260)	4.3%	(22,977)	(28,357)	5,380	(19.0%)
NON-OPERATING (INCOME) EXPENSE	-	-	-	-	0	-	0	-
DEPRECIATION	34,369	35,583	1,215	3.4%	175,281	177,917	2,636	1.5%
NET OPERATING INCOME	(40,654)	(41,608)	954	(2.3%)	(198,258)	(206,273)	8,016	(3.9%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	%		Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	%
OPERATING REVENUES									
FACILITY RENTAL	\$871,118	\$829,934	\$41,184	5.0%		\$4,429,399	\$4,355,760	\$73,640	1.7%
CARGO AND HANGARS	-	-	-	-		-	-	-	-
CONCESSION REVENUE	-	-	-	-		-	-	-	-
FEE REVENUE	-	-	-	-		-	-	-	-
FUEL SALES	-	-	-	-		-	-	-	-
INTEREST	-	-	-	-		-	-	-	-
MERCHANDISE	-	-	-	-		-	-	-	-
OTHER REVENUE	7,579	4,333	3,246	74.9%		33,001	21,667	11,335	52.3%
TOTAL OPERATING REVENUES	878,697	834,267	44,430	5.3%		4,462,401	4,377,426	84,974	1.9%
EXPENSES									
WAGES AND FRINGE BENEFITS	-	-	-	-		-	-	-	-
BUILDING AND FACILITIES	30,153	26,561	(3,592)	(13.5%)		115,220	133,859	18,640	13.9%
GENERAL AND ADMINISTRATIVE	2,192	1,753	(439)	(25.1%)		15,036	10,650	(4,386)	(41.2%)
UTILITIES	5,576	6,975	1,399	20.1%		31,167	34,875	3,708	10.6%
PROFESSIONAL SERVICES	93	93	-	-		466	466	-	-
MARKETING AND PROMOTION	-	167	167	100.0%		-	833	833	100.0%
OTHER OPERATING EXPENSES	12,490	10,000	(2,490)	(24.9%)		52,490	50,000	(2,490)	(5.0%)
TOTAL OPERATING EXPENSES	50,505	45,549	(4,956)	(10.9%)		214,379	230,683	16,305	7.1%
OPERATING INCOME	828,192	788,718	39,474	5.0%		4,248,022	4,146,743	101,279	2.4%
NON-OPERATING (INCOME) EXPENSE	(40,723)	(10,736)	29,987	(279.3%)		(190,500)	(53,679)	136,821	(254.9%)
DEPRECIATION	61,034	62,750	1,716	2.7%		309,863	313,750	3,887	1.2%
NET OPERATING INCOME	807,881	736,704	71,177	9.7%		4,128,659	3,886,672	241,987	6.2%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	21,823	26,208	(4,383)	(16.7%)	196,760	235,798	(39,038)	(16.6%)
FEE REVENUE	158,250	126,092	32,158	25.5%	1,774,999	1,591,872	183,128	11.5%
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	15,411	15,374	37	0.2%	232,429	162,081	70,348	43.4%
OTHER REVENUE	2,596	2,714	(119)	(4.4%)	35,988	6,886	29,102	422.6%
TOTAL OPERATING REVENUES	198,080	170,387	27,694	16.3%	2,240,176	1,996,636	243,540	12.2%
EXPENSES								
WAGES AND FRINGE BENEFITS	102,668	105,888	3,220	3.0%	644,814	650,811	5,997	0.9%
BUILDING AND FACILITIES	36,590	21,975	(14,615)	(66.5%)	233,447	159,045	(74,402)	(46.8%)
GENERAL AND ADMINISTRATIVE	18,662	48,038	29,376	61.2%	113,231	130,767	17,536	13.4%
UTILITIES	10,939	15,508	4,567	29.5%	103,811	105,525	1,714	1.6%
PROFESSIONAL SERVICES	2,674	2,941	267	9.1%	14,847	14,703	(145)	(1.0%)
MARKETING AND PROMOTION	2,480	3,158	678	21.5%	16,101	17,196	1,095	6.4%
OTHER OPERATING EXPENSES	14,344	25,554	11,210	43.9%	260,052	184,541	(75,511)	(40.9%)
TOTAL OPERATING EXPENSES	188,357	223,059	34,702	15.6%	1,386,304	1,262,599	(123,715)	(9.8%)
OPERATING INCOME	9,723	(52,672)	62,395	(118.5%)	853,872	734,047	119,825	16.3%
NON-OPERATING (INCOME) EXPENSE	-	(17)	(17)	100.0%	0	(83)	(83)	100.0%
DEPRECIATION	31,037	31,019	(18)	(0.1%)	158,130	154,937	(3,193)	(2.1%)
NET OPERATING INCOME	(21,314)	(83,675)	62,361	(74.5%)	695,741	579,193	116,548	20.1%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	247,083	1,779,805	196,970	16,518	2,240,176
OPERATING EXPENSES*	202,037	1,076,658	86,275	21,334	1,386,304
*Excluding Depreciation					
OPERATING INCOME	45,046	702,947	110,695	(4,816)	853,872

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$35,800	\$41,193	(\$5,393)	(13.1%)	\$188,159	\$193,588	(\$5,429)	(2.8%)
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	5,700	(5,700)	(100.0%)	66,090	59,000	7,090	12.0%
FEE REVENUE	176,171	121,742	54,429	44.7%	540,696	400,024	140,672	35.2%
FUEL SALES	10,119	44,379	(34,260)	(77.2%)	298,911	613,817	(314,906)	(51.3%)
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	15,275	6,017	9,258	153.9%	63,432	73,134	(9,703)	(13.3%)
TOTAL OPERATING REVENUES	237,366	219,031	18,334	8.4%	1,157,288	1,339,564	(182,276)	(13.6%)
EXPENSES								
WAGES AND FRINGE BENEFITS	144,616	120,860	(23,756)	(19.7%)	775,390	713,087	(62,302)	(8.7%)
BUILDING AND FACILITIES	36,667	23,337	(13,330)	(57.1%)	756,380	110,684	(645,696)	(583.4%)
GENERAL AND ADMINISTRATIVE	9,034	13,690	4,656	34.0%	47,988	69,713	21,725	31.2%
UTILITIES	6,558	7,785	1,227	15.8%	39,642	36,062	(3,580)	(9.9%)
PROFESSIONAL SERVICES	12,748	10,771	(1,977)	(18.4%)	34,872	53,855	18,983	35.2%
MARKETING AND PROMOTION	-	188	188	100.0%	-	1,288	1,288	100.0%
OTHER OPERATING EXPENSES	6,714	33,638	26,924	80.0%	208,303	461,905	253,601	54.9%
TOTAL OPERATING EXPENSES	216,337	210,268	(6,069)	(2.9%)	1,862,576	1,446,594	(415,981)	(28.8%)
OPERATING INCOME	21,029	8,763	12,266	140.0%	(705,288)	(107,031)	(598,257)	559.0%
NON-OPERATING (INCOME) EXPENSE	(183,848)	(4,769)	179,079	(3755.4%)	(714,446)	(23,843)	690,603	(2896.4%)
DEPRECIATION	135,797	126,727	(9,069)	(7.2%)	692,841	634,368	(58,473)	(9.2%)
NET OPERATING INCOME	69,080	(113,196)	182,276	(161.0%)	(683,683)	(717,555)	33,872	(4.7%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	202,626	141,595	163,824	403,783	233,327	12,133	1,157,288
OPERATING EXPENSES* *Excluding Depreciation	302,653	702,868	160,810	220,933	230,614	244,698	1,862,576
OPERATING INCOME	(100,027)	(561,273)	3,014	182,850	2,713	(232,565)	(705,288)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$0	\$5,000	(\$5,000)	(100.0%)	\$14,000	\$8,999	\$5,001	55.6%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE								
TOTAL OPERATING REVENUES	0	5,000	(5,000)	(100.0%)	14,000	8,999	5,001	55.6%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE	-	104	104	100.0%	-	521	521	100.0%
UTILITIES								
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	850	850	100.0%	3,224	4,250	1,026	24.1%
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	0	954	954	100.0%	3,224	4,771	1,547	32.4%
OPERATING INCOME	0	4,046	(4,046)	(100.0%)	10,776	4,229	6,547	154.8%
NON-OPERATING (INCOME) EXPENSE	(1)	-	-	(103.0%)	(4)	(2)	200.0%	(129.1%)
DEPRECIATION	-	-	-	-	-	-	-	-
NET OPERATING INCOME	1	4,046	(4,045)	(100.0%)	10,780	4,230	6,550	154.8%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE	624	10,000	(9,377)	(93.8%)	23,324	50,000	(26,677)	(53.4%)
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST								
MERCHANDISE								
OTHER REVENUE	50	583	(533)	(91.4%)	1,450	2,917	(1,467)	(50.3%)
TOTAL OPERATING REVENUES	674	10,583	(9,910)	(93.6%)	24,774	52,917	(28,143)	(53.2%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	-	1,750	1,750	100.0%	34,353	8,750	(25,603)	(292.6%)
GENERAL AND ADMINISTRATIVE	25	1,023	998	97.6%	2,774	5,117	2,343	45.8%
UTILITIES								
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	25	2,773	2,748	99.1%	37,127	13,867	(23,260)	(167.7%)
OPERATING INCOME	649	7,810	(7,162)	(91.7%)	(12,353)	39,050	(51,403)	(131.6%)
NON-OPERATING (INCOME) EXPENSE	(732)	(567)	165	(29.2%)	(4,161)	(2,833)	1,327	(46.8%)
DEPRECIATION	5,931	6,417	486	7.6%	30,246	32,083	1,837	5.7%
NET OPERATING INCOME	(4,550)	1,960	(6,510)	(332.2%)	(38,439)	9,800	(48,239)	(492.2%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Five Months Ending November 30, 2024

	Actual Nov FY 2025	Budget Nov FY 2025	Variance From Monthly Budget	% Variance	Actual YTD FY 2025	Budget YTD FY 2025	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	-	-	-	-	-	-	-	-
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	2,415	2,833	(418)	(14.8%)	13,188	14,167	(979)	(6.9%)
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	42	(42)	(100.0%)	0	208	(208)	(100.0%)
	-	-	-	-	0	0	0	0
TOTAL OPERATING REVENUES	2,415	2,875	(460)	(16.0%)	13,188	14,375	(1,187)	(8.3%)
EXPENSES								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	48	48	100.0%	-	238	238	100.0%
UTILITIES	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	547	1,250	703	56.3%	4,216	6,250	2,034	32.5%
MARKETING AND PROMOTION	-	-	-	-	-	0	0	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	547	1,298	751	57.9%	4,216	6,488	2,271	35.0%
OPERATING INCOME	1,868	1,578	291	18.4%	8,972	7,888	1,084	13.7%
NON-OPERATING (INCOME) EXPENSE	-	-	-	-	-	-	-	-
DEPRECIATION	(28)	(17)	11	(67.2%)	(66,041)	(83)	65,958	(79133.4%)
	-	-	-	-	-	-	-	-
NET OPERATING INCOME	1,896	1,694	302	18.9%	75,013	7,971	67,042	841.1%

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 11-30-2024	BALANCE AT 06-30-2024
CASH BALANCES		
GENERAL FUNDS	353	227
SEQUESTERED FUNDS	-	-
	<u>353</u>	<u>227</u>
LOANS OUTSTANDING (20)		
CURRENT	126	129
LONG TERM	882	931
	<u>1,008</u>	<u>1,060</u>
TOTAL CAPITAL BASE	<u>1,361</u>	<u>1,287</u>
CAPITAL UTILIZATION RATE -% *	<u>74.1%</u>	<u>82.4%</u>

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF NOVEMBER 30, 2024**

(\$000's)

<u>BUSINESS UNIT</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA /DPH SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BAL. DUE PDA/DPH</u>	<u>AMOUNT SUBMITTED</u>
PORTSMOUTH AIRPORT & TRADEPORT	12,091	11,642	10,289	(1,442)	6,922	2,248	1,715
SKYHAVEN AIRPORT	2,079	1,867	140	(8)	0	131	104
DIVISION OF PORTS AND HARBORS	22,215	22,215	19,363	0	18,934	205	205
	<u>36,385</u>	<u>35,724</u>	<u>29,792</u>	<u>(1,450)</u>	<u>25,856</u>	<u>2,584</u>	<u>2,024</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF NOVEMBER 30, 2024**

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-24</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>11/30/2024</u>
PORTSMOUTH AIRPORT					
SNOW REMOVAL EQUIPMENT (AIP 74)	-	528	-	528	528
ALPHA NORTH TAXIWAY RECONSTRUCTION	322	23	-	23	345
NH AVE RIGHT HAND TURN LANE	115	14	-	14	129
TERMINAL/GATE ACCESS CONTROL UPGRADE	41	28	-	28	69
JET BRIDGE REHAB	45	105	(150)	(45)	-
PSM TICKETING HALL IMPROVEMENTS	-	14	-	14	14
LEE STREET SIGNAGE AREA	17	4	-	4	21
AIR TRAFFIC CONTROL TOWER (ATCT) DESIGN	-	10	-	10	10
ARRIVALS HALL (AIP 76)	5,580	1,844	-	1,844	7,424
ARRIVALS HALL (NON-GRANT)	1,899	911	-	911	2,810
PSM FENCE REPAIR	35	2	-	2	37
SRE MTE & LIQUID DE-ICE TRUCK (AIP 77)	15	2	-	2	17
2024 CHEVY SILVERADO VIN#7460	-	55	(55)	-	-
2024 CHEVY SILVERADO VIN#7383	-	55	(55)	-	-
2024 CHEVY SILVERADO VIN#7614	-	55	(55)	-	-
2024 TOYOTA HIGHLANDER VIN#9902	-	49	(49)	-	-
BADGING PRINTER	-	13	(13)	-	-
JOHN DEERE HVAC GATOR	-	27	(27)	-	-
WINDOW SHADE FOR ATCT	-	10	(10)	-	-
PSM PAY FOR PARKING TECH UPGRADE	-	42	-	42	42
HAUL TRUCKS CONVERSION	11	5	-	5	16
	<u>8,080</u>	<u>3,796</u>	<u>(414)</u>	<u>3,382</u>	<u>11,462</u>
SKYHAVEN AIRPORT					
TERMINAL APRON RECONSTRUCT	15	5	-	5	20
WILDLIFE PERIMETER FENCE	25	30	-	30	55
TERMINAL PARKING LOT RECONSTRUCT	13	42	-	42	55
SRE CARRIER VEHICLE WITH PLOW	9	1	-	1	10
	<u>62</u>	<u>78</u>	<u>0</u>	<u>78</u>	<u>140</u>
GOLF COURSE					
TORO GREENSMaster MOWER	-	17	(17)	-	-
BUFFALO BLOWER	-	11	(11)	-	-
PUMP FOR 300 GALLON SPRAYER	-	6	(6)	-	-
GRILL 28 EXPANSION	29	59	-	59	88
	<u>29</u>	<u>93</u>	<u>-34</u>	<u>59</u>	<u>88</u>
IT/ADMIN/TRADEPORT					
JOHN DEERE Z997R TRACOR	-	21	(21)	-	-
	<u>0</u>	<u>21</u>	<u>(21)</u>	<u>0</u>	<u>0</u>
MAINTENANCE					
	-	-	-	-	0
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT - BARGE DOCK	75	-	-	-	75
PFP BRACING & DECKING (ARPA)	615	770	-	770	1,385
RYE GANGWAY REPLACEMENT	8	46	(8)	38	46
RYE HARBOR DEVELOPMENT (ARPA)	16	(16)	-	(16)	-
PAVING MARKET STREET	-	13	(13)	-	-
PFP BUILDING REPLACE (ARPA)	14	175	-	175	189
	<u>728</u>	<u>988</u>	<u>(21)</u>	<u>967</u>	<u>1,695</u>
TOTAL	<u>8,899</u>	<u>4,976</u>	<u>(490)</u>	<u>4,486</u>	<u>13,385</u>

PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING SEPTEMBER 30, 2025



**PEASE DEVELOPMENT AUTHORITY
CASH FLOW SUMMARY OVERVIEW
JANUARY 1, 2025 TO SEPTEMBER 30, 2025
(EXCLUDING DIVISION OF PORTS AND HARBORS)**

(\$ 000's)

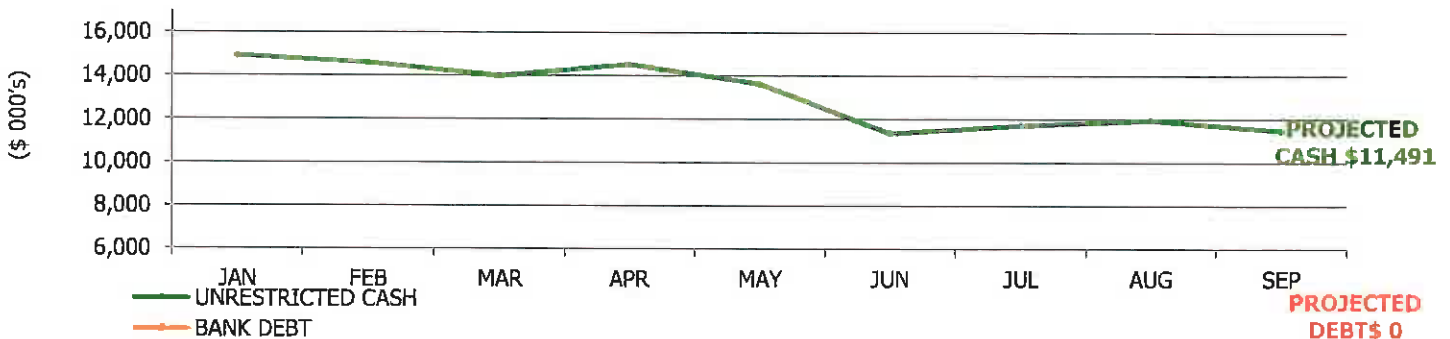
(\$000's)	AMOUNT
OPENING FUND BALANCE	<u>15,341</u>
SOURCES OF FUNDS	
GRANT AWARDS (SEE PAGE 4)	6,438
TRADEPORT TENANTS	8,717
MUNICIPAL SERVICE FEE (COP)	2,241
GOLF COURSE FEE AND CONCESSION REVENUES	3,036
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,488
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	211
	<u>22,131</u>
USES OF FUNDS	
OPERATING EXPENSES	11,839
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5)	6,072
CAPITAL EXPENDITURES- GRANT (SEE PAGE 4)	6,670
MUNICIPAL SERVICE FEE (COP)	1,400
	<u>25,981</u>
NET CASH FLOW	<u>(3,850)</u>
CLOSING FUND BALANCE	<u>11,491</u>

TOTAL FUND BALANCES	BALANCE AT 12-20-2024	BALANCE AT 6-30-2024
UNRESTRICTED	15,341	12,082
DESIGNATED	14	14
TOTAL	<u>15,355</u>	<u>12,096</u>

DISCUSSION

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

PROJECTED 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	Dec-24	Dec-23
CURRENT INTEREST RATE	7.32%	8.05%

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

(\$000's)

CASH FLOW - PDA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>15,341</u>	<u>14,939</u>	<u>14,611</u>	<u>14,009</u>	<u>14,542</u>	<u>13,630</u>	<u>11,354</u>	<u>11,721</u>	<u>11,958</u>	<u>15,341</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #4)	494	65	27	642	475	1,228	1,448	1,070	990	6,438
TRADEPORT TENANTS	961	977	926	948	989	960	1,113	941	902	8,717
MUNICIPAL SERVICE FEE	147	453	147	147	453	147	147	453	147	2,241
GOLF COURSE	62	36	50	352	513	532	500	546	445	3,036
PORTSMOUTH AIRPORT- (PSM)	6	6	6	128	6	6	6	6	6	176
PSM PAY FOR PARKING	49	60	77	84	53	19	41	38	21	442
PSM FLOWAGE FEES	100	48	87	117	103	158	73	93	91	870
SKYHAVEN AIRPORT	19	19	20	21	23	21	40	25	23	211
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,838</u>	<u>1,664</u>	<u>1,340</u>	<u>2,439</u>	<u>2,615</u>	<u>3,071</u>	<u>3,368</u>	<u>3,172</u>	<u>2,625</u>	<u>22,131</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	70	60	-	500	1,300	1,540	1,150	1,050	1,000	6,670
CAPITAL- NONGRANT (SEE PAGE 5)	938	740	725	231	433	730	692	685	898	6,072
OPERATING EXPENSES	1,232	1,192	1,217	1,175	1,794	1,677	1,158	1,200	1,194	11,839
MUNICIPAL SERVICE FEE	-	-	-	-	-	1,400	-	-	-	1,400
	<u>2,240</u>	<u>1,992</u>	<u>1,942</u>	<u>1,906</u>	<u>3,527</u>	<u>5,347</u>	<u>3,000</u>	<u>2,935</u>	<u>3,092</u>	<u>25,981</u>
NET CASH FLOW	(402)	(328)	(602)	533	(912)	(2,277)	368	237	(467)	(3,850)
CLOSING FUND BALANCE	<u>14,939</u>	<u>14,611</u>	<u>14,009</u>	<u>14,542</u>	<u>13,630</u>	<u>11,354</u>	<u>11,721</u>	<u>11,958</u>	<u>11,491</u>	<u>11,491</u>

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

GRANT FUNDED PROJECTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
PORTSMOUTH AIRPORT										
ARRIVALS HALL (AIP 76)	-	-	-	-	-	-	-	-	-	-
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	-	-	-	-	50	150	150	50	-	400
ALPHA NORTH TAXIWAY CONSTRUCTION	-	-	-	500	500	500	500	500	500	3,000
TAXIWAY A SOUTH & HOLD BAY DESIGN**	-	-	-	-	250	250	-	-	-	500
SRE- LIQUID DEICING/MTE (AIP 77)	-	-	-	-	-	-	-	-	-	-
	-	-	-	500	800	900	650	550	500	3,900
SKYHAVEN AIRPORT										
WILDLIFE FENCE DESIGN	50	50	-	-	-	-	-	-	-	100
TERMINAL PARKING LOT DESIGN	20	10	-	-	-	-	-	-	-	30
TERMINAL APRON CONSTRUCTION	-	-	-	-	500	500	500	500	500	2,500
SRE-ONE TON TRUCK WITH PLOW	-	-	-	-	-	140	-	-	-	140
	70	60	-	-	500	640	500	500	500	2,770
TRADEPORT										
TOTAL GRANT REIMBURSEMENT PROJECTS	70	60	-	500	1,300	1,540	1,150	1,050	1,000	6,670

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

GRANT AWARDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
PORTSMOUTH AIRPORT										
ARRIVALS HALL	100	-	-	622	-	-	-	-	-	722
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	-	-	-	20	-	40	120	120	40	340
ALPHA NORTH TAXIWAY DESIGN (AIP 75)	-	28	-	-	-	-	-	-	-	28
ALPHA NORTH TAXIWAY CONSTRUCTION	-	-	-	-	475	475	475	475	475	2,375
TAXIWAY A SOUTH & HOLD BAY DESIGN	-	-	-	-	-	238	238	-	-	475
SNOW REMOVAL EQUIPMENT (AIP 69)	376	-	-	-	-	-	-	-	-	376
SRE- LIQUID DEICING/MTE (AIP 77)	-	-	-	-	-	-	-	-	-	-
SRE CARRIER VEHICLE (AIP 74)	-	-	-	-	-	-	-	-	-	-
	476	28	-	642	475	753	833	595	515	4,316
SKYHAVEN AIRPORT										
WILDLIFE FENCE DESIGN	18	18	18	-	-	-	-	-	-	54
TERMINAL PARKING LOT DESIGN	-	19	9	-	-	-	-	-	-	28
TERMINAL APRON CONSTRUCTION	-	-	-	-	-	475	475	475	475	1,900
SRE-ONE TON TRUCK WITH PLOW	-	-	-	-	-	-	140	-	-	140
	18	37	27	-	-	475	615	475	475	2,122
TRADEPORT										
	-	-	-	-	-	-	-	-	-	-
TOTAL GRANT RECEIPT AWARDS	494	65	27	642	475	1,228	1,448	1,070	990	6,438

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

(\$ 000's)

NON-GRANT CAPITAL PROJECTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
TECHNOLOGY AND OTHER										
PAYCHEX PAYROLL KIOSKS **	-	5	-	-	-	-	-	-	-	5
FINANCE SOFTWARE **	-	-	-	100	-	-	-	-	-	100
	-	5	-	100	-	-	-	-	-	105
GOLF COURSE										
COURSE EQUIPMENT	-	-	-	-	168	-	-	-	-	168
GOLF COURSE TEE AREA RESURFACE**	10	-	-	-	-	-	-	-	-	10
FORD TRUCK WITH PLOW**	-	-	-	61	-	-	-	-	-	61
EVENTS CENTER STUDY	15	10	-	-	-	-	-	-	-	25
EVENTS CENTER DESIGN**	-	-	20	20	60	60	60	60	60	340
CLUBHOUSE BASEMENT UPGRADES**	-	30	-	-	-	-	-	-	-	30
VIDEO SURVEILLANCE SYSTEM	-	-	-	20	20	-	-	-	-	40
IRRIGATION REPAIRS**	-	-	-	-	-	-	-	-	150	150
	25	40	20	101	248	60	60	60	210	824
PORTSMOUTH AIRPORT										
FENCE CONSTRUCTION	-	40	-	-	-	-	-	-	-	40
GENERATOR UPGRADE **	-	10	-	-	-	-	-	-	-	10
RENTAL CAR PARKING IMPROV-ASPHALT**	20	40	45	25	-	200	200	200	200	930
PAY FOR PARKING UPGRADES	-	-	-	-	40	-	-	-	-	40
SIDEWALK CONSTRUCTION-AIRLINE AVE**	-	-	-	-	-	-	25	25	25	75
AIR TRAFFIC CONTROL TOWER DESIGN**	80	80	60	-	-	-	-	-	-	220
ARRIVALS HALL-CONSTRUCTION	500	500	500	-	-	-	-	-	-	1,500
PDA HANGAR DESIGN & CONSTRUCTION**	-	-	-	-	-	400	400	400	400	1,600
	600	670	605	25	40	600	625	625	625	4,415
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT**	-	-	-	-	-	20	-	-	-	20
SRE DRIVEWAY PAVEMENT REPAIR**	-	-	-	-	30	-	-	-	-	30
FUEL SYSTEM CREDIT CARD **	-	-	-	5	-	-	-	-	-	5
TERMINAL APRON PAVEMENT-FUEL FARM PAD**	-	-	-	-	50	-	-	-	-	50
RENOVATION WORK-TERMINAL BLDG	-	-	-	-	-	25	-	-	-	25
EQUIPMENT FORKS	-	-	-	-	-	-	-	-	-	-
	-	-	-	5	80	45	-	-	-	130
SECURITY - PORTSMOUTH AIRPORT										
REPLACE BADGING WORKSTATIONS	18	-	-	-	-	-	-	-	-	18
CCTV FOR ATC TOWER**	-	-	-	-	15	-	-	-	-	15
ACCESS CONTROL SYSTEM	100	-	-	-	-	-	-	-	-	100
	118	-	-	-	15	-	-	-	-	133
SECURITY - SKYHAVEN AIRPORT										
GATE 3 NETWORKING**	-	-	-	-	-	-	7	-	-	7
	-	-	-	-	-	-	7	-	-	7
TRADEPORT										
STORMWATER UPGRADES	-	25	-	-	-	25	-	-	-	50
ROOF REPLACEMENT-30 RYE ST	65	-	-	-	-	-	-	-	-	65
ROOF REPLACEMENT-19 DURHAM**	-	-	50	-	-	-	-	-	-	50
	65	25	50	-	-	25	-	-	-	165
MAINTENANCE										
VEHICLE FLEET REPLACEMENT -MAINT**	-	-	-	-	-	-	-	-	63	63
VEHICLE FLEET REPLACEMENT -AIRPORT OPS/ADMIN**	-	-	-	-	-	-	-	-	-	-
BUILDING INFRASTRUCTURE **	-	-	50	-	-	-	-	-	-	50
ROOF REPAIRS - 7 LEE ST**	-	-	-	-	50	-	-	-	-	50
HAUL TRUCK CONVERSION	130	-	-	-	-	-	-	-	-	130
	130	-	50	-	50	-	-	-	63	293
TOTAL NON-GRANT CAPITAL PROJECTS	938	740	725	231	433	730	692	685	898	6,072

NOTE: **PENDING BOARD APPROVAL

DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

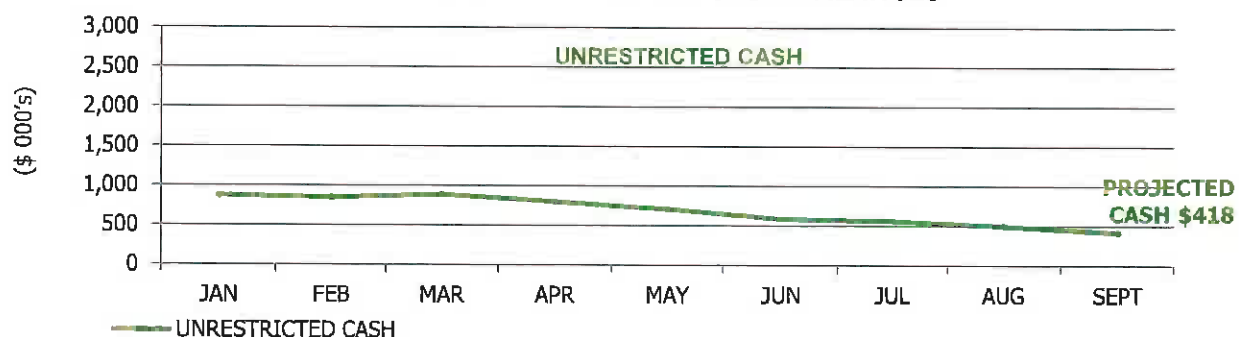
JANUARY 1, 2025 TO SEPTEMBER 30, 2025

(\$ 000's)

(\$000'S)	AMOUNT	TOTAL FUND BALANCES	BALANCE AT 12/20/24	BALANCE AT 06/30/24
OPENING FUND BALANCE	<u>908</u>			
SOURCES OF FUNDS		UNRESTRICTED FUNDS	908	1,519
FACILITY RENTALS AND CONCESSIONS	513	DESIGNATED FUNDS	<u>173</u>	<u>173</u>
FUEL SALES	629		<u>1,081</u>	<u>1,692</u>
GRAND AWARD (SEE PAGE 8)	2,379			
REGISTRATIONS / WHARFAGE	617			
MOORING FEES	500			
PARKING FEES	<u>103</u>			
	<u>4,741</u>			
USES OF FUNDS				
PERSONNEL SERVICES AND BENEFITS	1,354			
FUEL PROCUREMENT	461			
OPERATING EXPENSES	768			
CAPITAL EXPENDITURES -GRANT (SEE PAGE 8)	2,190			
CAPITAL EXPENDITURES -NON-GRANT (SEE PAGE 8)	458			
	<u>5,231</u>			
NET CASH FLOW	<u>(491)</u>			
CLOSING FUND BALANCE	<u>418</u>			

CASH FLOW PROJECTION SENSITIVITIES INCLUDE: 1) ACCURACY OF CAPITAL EXPENDITURES FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUND 2) SEASONAL REVENUE AND EXPENSE FLUCTUATIONS

PROJECTED UNRESTRICTED CASH BALANCES



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

(\$000's)

CASH FLOW - DPH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	908	880	851	891	803	710	586	562	499	908
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	45	43	57	56	53	47	77	64	71	513
FUEL SALES	12	6	11	19	34	56	220	166	105	629
MOORING FEES	-	100	200	200	-	-	-	-	-	500
PARKING FEES	-	-	-	6	7	13	30	34	13	103
GRANTS FUNDS RECEIVED & OTHER (SEE PAGE #8)	578	300	307	194	200	200	200	200	200	2,379
REGISTRATIONS / WHARFAGE	156	26	209	101	47	41	12	13	12	617
	<u>791</u>	<u>475</u>	<u>784</u>	<u>576</u>	<u>341</u>	<u>357</u>	<u>539</u>	<u>477</u>	<u>401</u>	4,741
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	146	136	159	144	152	168	136	162	151	1,354
FUEL PROCUREMENT	8	4	9	15	23	30	173	122	77	461
UTILITIES	17	13	21	4	12	6	7	9	7	96
GENERAL AND ADMINISTRATIVE	14	14	14	14	14	14	14	14	14	126
BUILDINGS AND FACILITIES	26	26	73	22	22	52	22	22	22	287
PROFESSIONAL SERVICES	11	11	11	171	11	11	11	11	11	259
CAPITAL- GRANT RELATED (SEE PAGE #8)	583	300	307	-	200	200	200	200	200	2,190
CAPITAL- NONGRANT (SEE PAGE #8)	14	-	150	294	-	-	-	-	-	458
	<u>819</u>	<u>504</u>	<u>744</u>	<u>664</u>	<u>434</u>	<u>481</u>	<u>563</u>	<u>540</u>	<u>482</u>	5,231
NET CASH FLOW	(28)	(29)	40	(89)	(93)	(124)	(24)	(63)	(81)	(491)
CLOSING FUND BALANCE	880	851	891	803	710	586	562	499	418	418

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

(\$ 000's)

GRANT FUNDED PROJECTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
MARKET STREET TERMINAL										
FUNCTIONAL REPLACEMENT-BARGE DOCK	-	-	-	-	200	200	200	200	200	1,000
BUILD GRANT-MAIN WHARF REHAB	78	-	-	-	-	-	-	-	-	78
	78	-	-	-	200	200	200	200	200	1,078
HARBORS										
GANGWAY REPLACEMENT - RYE (POSSIBLE 75% FEMA REIMB)	5	-	-	-	-	-	-	-	-	5
	5	-	-	-	-	-	-	-	-	5
PORTSMOUTH FISH PIER										
BRACING & DECKING - ARPA	300	-	-	-	-	-	-	-	-	300
BUILDING REPLACEMENT - ARPA	200	300	307	-	-	-	-	-	-	807
	500	300	307	-	-	-	-	-	-	1,107
TOTAL GRANT FUNDED PROJECTS	583	300	307	-	200	200	200	200	200	2,190

INTERNALLY FUNDED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
MARKET STREET TERMINAL										
TRUCK SCALE	-	-	150	-	-	-	-	-	-	150
HOISTS (5) - ALL LOCATIONS**	-	-	-	80	-	-	-	-	-	80
DPH UTILITY BODY**	14	-	-	-	-	-	-	-	-	14
	14	-	150	80	-	-	-	-	-	244
HARBORS										
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
PORTSMOUTH FISH PIER										
BUILDING REPLACEMENT (INTERNALLY FUNDED)	-	-	-	214	-	-	-	-	-	214
	-	-	-	214	-	-	-	-	-	214
TOTAL INTERALLY FUNDED PROJECTS	14	-	150	294	-	-	-	-	-	458

DIVISION OF PORTS AND HARBORS
GRANT RECEIPT AWARDS

(\$ 000's)

GRANT AWARDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
MARKET STREET TERMINAL										
FUNCTIONAL REPLACEMENT-BARGE DOCK	-	-	-	-	200	200	200	200	200	1,000
BUILD GRANT-MAIN WHARF REHAB	78	-	-	-	-	-	-	-	-	78
	78	-	-	-	200	200	200	200	200	1,078
HARBORS										
STORM REPAIR - HAMPTON (POSSIBLE 75% FEMA REIMB)	-	-	-	74	-	-	-	-	-	74
STORM REPAIR - RYE (POSSIBLE 75% FEMA REIMB)	-	-	-	120	-	-	-	-	-	120
	-	-	-	194	-	-	-	-	-	194
PORTSMOUTH FISH PIER										
BRACING & DECKING	300	-	-	-	-	-	-	-	-	300
BUILDING REPLACEMENT	200	300	307	-	-	-	-	-	-	807
	500	300	307	-	-	-	-	-	-	1,107
TOTAL GRANT RECEIPT AWARDS	578	300	307	194	200	200	200	200	200	2,379

DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

JANUARY 1, 2025 TO SEPTEMBER 30, 2025

(\$ 000's)

HARBOR DREDGING FUND

(\$ 000's)	<u>AMOUNT</u>
OPENING FUND BALANCE	322
<u>SOURCES OF FUNDS</u>	
PIER USAGE FEES	81
REGISTRATIONS	9
GRANT FUNDING	-
	<u>90</u>
<u>USES OF FUNDS</u>	
BUILDINGS AND FACILITIES	54
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	-
ALL OTHER- (CBOC)	50
	<u>110</u>
NET CASH FLOW	<u>(20)</u>
CLOSING FUND BALANCE	<u>302</u>

REVOLVING LOAN FUND

(\$ 000's)	<u>AMOUNT</u>
OPENING FUND BALANCE	361
<u>SOURCES OF FUNDS</u>	
LOAN REPAYMENTS	99
INTEREST INCOME-LOANS	30
INTEREST INCOME-FUND BALANCE	-
	<u>129</u>
<u>USES OF FUNDS</u>	
NEW LOANS PROJECTED	100
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	15
	<u>121</u>
NET CASH FLOW	<u>8</u>
CLOSING FUND BALANCE	<u>369</u>

FOREIGN TRADE ZONE

(\$ 000's)	<u>AMOUNT</u>
OPENING FUND BALANCE	21
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS	9
ALL OTHER	-
	-
	<u>9</u>
<u>USES OF FUNDS</u>	
GENERAL AND ADMINISTRATIVE	3
PROFESSIONAL SERVICES	-
OTHER	7
	<u>10</u>
NET CASH FLOW	<u>(1)</u>
CLOSING FUND BALANCE	<u>20</u>

TOTAL FUND BALANCES	BALANCE AT 12/20/24	BALANCE AT 06/30/24
HARBOR DREDGING	322	297
REVOLVING LOAN FUND	361	225
FOREIGN TRADE ZONE	21	17
	<u>704</u>	<u>539</u>

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
DATE: December 23, 2024

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: IB ABEL, Inc.
License: Right of Entry
Location: 119 Arboretum Drive
Purpose: Construction Lay Down to Support Eversource Utility Projects
Term: Extension to January 31, 2025

Director Fournier was consulted and granted his consent regarding this Right of Entry.

MOTION

Director Levesque:

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

1. approves the concept plan as submitted by 68 New Hampshire Ave, LLC for construction of a proposed building and supporting infrastructure located at 68 New Hampshire Avenue consisting of 8,400± square feet; and
2. authorizes the Executive Director to negotiate and finalize a new lease agreement with 68 New Hampshire Ave, LLC for a term, with options, of up to 74-years, generally consistent with other PDA 74-year leases;

all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated December 20, 2024, and the memorandum of Paul E. Brean, Executive Director, dated December 23, 2024; attached hereto.

Memorandum

To: Paul E. Brean, Executive Director *PEB*
From: Michael R. Mates, P.E., Director of Engineering *MRM*
Date: December 20, 2024
Subject: Concept Approval for 68 New Hampshire Ave

Attached are a Conceptual Site Plan and Technical Memorandum submitted by 68 New Hampshire Ave, LLC ("68 NH") for a proposed development located on the existing 68 New Hampshire Avenue parcel. The proposed building will be 8,400 square feet on one floor to be utilized as an outpatient health care center. There is an existing building and parking lot on this parcel that is leased by 68 NH to Lonza and used as office/manufacturing space.

The site plan shows the general layout of the building, parking, traffic circulation and stormwater management areas. Wetlands were flagged by PDA's on call wetland scientist and there are no proposed impacts to wetlands or their associated buffers.

During review of the concept, staff identified a nonconformance with the property that was overlooked in the past. Loading docks are not allowed in the front yard in the Business Commercial Zone per the PDA Land Use Controls. While the property address is 68 NH Avenue, the official "front yard" of the parcel is along Stratham Street. The loading docks in question face Stratham Street and are in the "front yard." A variance should have been sought to allow the loading docks in the front yard during the original approval process. As such, Staff has requested that the applicant pursue this variance in parallel with the site review process if granted concept approval.

As further progress is made on the design, staff will be looking for additional information regarding the wetlands to the southwest of the proposed building and how earthwork operations will be managed to avoid impacts to the wetlands and their associated buffer.

At the January 7 Board meeting, please ask the Board for conceptual approval of the additional development at 68 New Hampshire Avenue as detailed above. Granting this approval will allow the applicant to submit applications to the City of Portsmouth in association with the site review process and the variance.

N:\ENGINEER\Board Memos\2025\68 NH Ave Concept.docx

68 NH Ave Redevelopment – Technical Overview

TO: Paul Brean, Executive Director, Pease Development Authority
Michael Mates, P.E., Pease Development Authority

FROM: Patrick Crimmins, PE, Vice President, Tighe & Bond
Neil Hansen, PE, Project Manager, Tighe & Bond

COPY: The Kane Company

DATE: December 20, 2024

On behalf of The Kane Company, Tighe & Bond is pleased to submit this project overview and enclosed conceptual site plan for the proposed redevelopment at 68 New Hampshire Avenue. This memo provides a general project overview and technical summaries of key project features including site design, stormwater management, and parking.

Project Overview

The existing site currently consists of a 1-story building utilized as an office / manufacturing use with associated parking and a stormwater detention pond. The existing building's site front yard is on Stratham Street. The applicant acknowledges that an after the fact variance for the existing loading in the front yard may be required and agrees to seek the variance from the Zoning Board of Adjustment (ZBA) if, through coordination with Pease Development Authority (PDA) staff, it is determined this will be required.

The proposed project will include the construction of a new $\pm 8,400$ SF medical office building with associated patient drop-off, parking, and a potential stormwater detention basin to provide adequate stormwater treatment in accordance with the PDA's requirements.

The site is partially within a Groundwater Management Zone (GMZ). The applicant shall coordinate with PDA, NHDES and the Air Force to determine if any special measures are required during construction to ensure the safety of workers and proper handling of materials. No existing soils or materials may be removed and disposed of offsite unless testing and protocols established are followed. All work shall be done in accordance with the approved area of special notice provisions issued by the Air Force.

Wetlands

Based on recent wetland delineation by GM2 Associates, Inc. there is small pocket wetland ($\pm 4,000$ SF) located on the site that will not be impacted as part of the proposed project. There is also a wetland area just west of the site which has a 25-foot wetland buffer associated with the wetland. It is anticipated that all of the proposed work for this project will take place outside of this buffer.

Excess Soils

Any excess soil that may be generated on-site as a result of the proposed building will remain on-site and will be placed in landscape areas. The site is anticipated to be a net cut due to the grade changes from Stratham Street to the proposed building location. Proposed areas designated for excess soil that may be generated during construction are depicted on the concept plan.

Stormwater

It is anticipated stormwater treatment for new impervious areas will be accomplished utilizing a proprietary pretreatment system (Contech CDS or equivalent) for pre-treatment and subsurface filtration unit (Contech Jellyfish or equivalent). A stormwater detention pond is located post-treatment to mitigate the peak flows from the impervious surfaces. As the project site is partially located within a Groundwater Management Zone (GMZ), groundwater recharge may not be feasible. The stormwater system will be designed to meet PDA's stormwater regulations.

Utilities

The existing site utilities include water, sewer, gas, electric, telecommunications, and cable which are connected within New Hampshire Avenue. It is anticipated that the utilities for the proposed building will be connected to the existing utilities in Stratham St.

Parking Calculations

The PDA regulations require three (3) spaces per one (1) professional and one (1) space per one (1) other employee for a professional office. The number of employees anticipated at this time on the largest shift will be 6 professional employees (18 spaces) and 10 other employees (10 spaces). Using these employee estimates, the parking required by PDA regulations is 28 spaces. The proposed parking provided is 31 spaces which exceeds the PDA requirement.

Vehicle Trip Generation

Utilizing Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, vehicle trip generation was calculated for the weekday AM and PM peak hours for the proposed Medical Office Building use. These calculations are based on the ITE Land Use Code (LUC) 720 – Medical Office Building in the ITE Trip Generation Manual. The proposed use will generate 26 vehicle trips during the weekday AM peak hour and 31 vehicle trips during the weekday PM peak hour. This minimal increase is not anticipated to impact the surrounding roadway network.

Open Space

The proposed lot is approximately 5.02 acres. The PDA regulations require 25% of the upland area be retained as open space which is 1.26 acres. The proposed concept plan calls for approximately 66% (3.32 acres) of open space on site.

SITE DATA:
LOCATION: TAX MAP 307, LOT 1
 68 NEW HAMPSHIRE AVENUE
 PORTSMOUTH, NEW HAMPSHIRE

ZONING DISTRICT: BUSINESS / COMMERCIAL
ALLOWED USE: LIGHT INDUSTRIAL / MANUFACTURING, OFFICE

DIMENSIONAL REQUIREMENTS:	REQUIRED	PROVIDED
MINIMUM LOT AREA:	5 ACRES	±5.02 ACRES
MINIMUM STREET FRONTAGE:	200 FT	±350 FT
MINIMUM SETBACKS:		
• FRONT:	70 FT	218.9 FT EXISTING 77.9 FT PROPOSED
• SIDE:	30 FT	40.3 FT EXISTING 84.7 FT PROPOSED
• REAR:	30 FT	274.7 FT EXISTING 407.1 FT PROPOSED
MAXIMUM BUILDING HEIGHT:	PER FAA	±25 FT
MINIMUM OPEN SPACE:	25%	±66%

PARKING REQUIREMENTS:
PARKING STALL LAYOUT:
 • STANDARD 90°

DRIVE AISLE WIDTH:
 • 90° (2-WAY TRAFFIC)

EXISTING PARKING SPACE REQUIREMENTS:
EXISTING OFFICE USE:
 1 SPACE / 2 EMPLOYEES
 = 15 EMPLOYEES x 1 SPACES / 2 EMPLOYEES = 8 SPACES

EXISTING INDUSTRIAL / MANUFACTURING USE
 2 / 3 EMPLOYEES (LARGEST SHIFT)
 ±1 / COMPANY-OWNED-VEHICLE
 = 30 EMPLOYEES X 2/3 EMPLOYEES
 + 0 COMPANY-OWNED-VEHICLE =

TOTAL REQUIRED PARKING:
 (1) - TWO (2) ADA SPACES PROVIDED

REQUIRED	PROVIDED
WIDTH: 8.5' MIN AREA: 160 SF MIN	9' X 18' (162 SF)
24 FT	24 FT (MIN)
8 SPACES	41 SPACES ⁽¹⁾
20 SPACES	41 SPACES ⁽¹⁾
28 SPACES	41 SPACES ⁽¹⁾

PROPOSED PARKING SPACE REQUIREMENTS:
PROPOSED MEDICAL OFFICE USE:
 3 / EACH PROFESSIONAL EMPLOYEE
 + 1 / EACH STANDARD EMPLOYEE
 = 6 PROFESSIONAL EMPLOYEES X 3
 + 10 STANDARD EMPLOYEES =

TOTAL REQUIRED PARKING:
 (2) - THREE (3) ADA SPACES PROVIDED

REQUIRED	PROPOSED
28 SPACES	31 SPACES ⁽²⁾

68 NEW HAMPSHIRE AVE
 PORTSMOUTH, NH




CONCEPTUAL SITE PLAN



Tighe & Bond
 177 Corporate Drive
 Portsmouth, NH 03801
 (603) 433-8818

Memorandum

To: Board of Directors
From: Paul E. Brean, Executive Director 
Date: December 23, 2024
Subject: 68 New Hampshire Ave LLC – 68 New Hampshire Avenue

Before the Board at the January meeting is the request of 68 New Hampshire Ave LLC (“68 NH”) for concept approval of a proposed development at 68 New Hampshire Avenue, located in the Business Commercial Zone of the Pease Tradeport. The memorandum of Michael Mates, PDA Director of Engineering, summarizes the key aspects of the proposed project, which contemplates adding a new 8,400± sf building with associated vehicle parking to the existing developed site.

In 2018, following lengthy discussions between the PDA and the FAA, the FAA agreed to permit leases in the PDA Business and Commercial Zone and Industrial Zone at fair market value for terms up to 74 years. Since that time, PDA has entered into a handful of new leases with 74-year terms with existing tenants. Given the significant new construction associated with these leases (i.e. 90 Arboretum Drive), these tenants were able to enter into new lease agreements and take advantage of a full 74-year term. Consistent with FAA’s authorization, by undertaking this development 68 NH is requesting the opportunity to enter into a new lease agreement for the parcel commencing at year 0, with a base term and option periods providing the possibility of up to a 74-year term with fair market value adjustments. This request requires approval of the PDA Board of Directors.


By way of background, the current lease of 68 New Hampshire Avenue began on September 15, 1998, with a base term of 30 years, and two 5-year extension options, for an original maximum term of 40 years. In May of 2015, prior to the FAA authorization noted above, the parties amended the lease to provide additional lease options through April 30, 2055, if the Lessor constructed a new facility, or an expansion of the existing facility, on the premises during the original 30-year base term (which expires in 2028). Additionally, in October 2013 the parcel at 68 New Hampshire Avenue was rezoned from Airport Zone to Business Commercial Zone and the lot size of the premises was increased from 3.5 acres to 5.02 acres in conformance with the PDA land use controls regarding minimum lot size in the Business Commercial Zone. The lot size under the ground lease was amended at the same time. However, given the additional 1.52 acres added to the lot has not been utilized by the tenant, the PDA has continued to only bill for the 3.5 acre original lot size.

Should this project receive all necessary approvals and be constructed, the lot would be billed at its entire 5.02 acre size (minus any applicable contiguous wetlands reductions allowed by the PDA).

With the foregoing in mind, at the January 7, 2025, meeting of the PDA Board of Directors, should the Board grant concept approval for the proposed development at 68 New Hampshire Avenue, please also grant authority, subject to the proposed development receiving all required approvals, to negotiate and finalize a new lease agreement with 68 NH for a term, with options, of up to 74-years, generally consistent with other PDA 74-year leases entered into since 2018.

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, Executive Director 

DATE: December 23, 2024

SUBJECT: Contract Reports

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

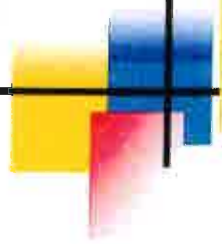
1. Project Name: Sunbelt Rentals
Board Authority: Director Ferrini
Cost: \$461.95
Summary: Rental of Mini Excavator for repair of manhole at 55 International Drive.

2. Project Name: Modern Pest Service (f/k/a Eco Services Pest Control)
Board Authority: Pursuant to PDA Board of Directors' vote on January 20, 2022
Summary: Exercise First of Two One-Year Options.

3. Project Name: Davidson Sales
Board Authority: Director Ferrini
Cost: \$2,986.00
Summary: Air Traffic Control Tower emergency generator repairs with direct replacement door and panel, installation kit, harnesses, switches, and programing of the failed control panel.

4. Project Name: VHB (PDA's on-call engineer)
Board Authority: Director Ferrini
Cost: \$12,000.00
Summary: Airfield Drainage Analysis - Phase I (assuming project commenced by Ransom Consulting).

AIRPORT REPORT PERIOD ENDING DECEMBER 2024



NOVEMBER ENPLANEMENTS 2024

Scheduled Enplanements 5,084
Chartered Enplanements 4,223

Total Enplanements 9,307

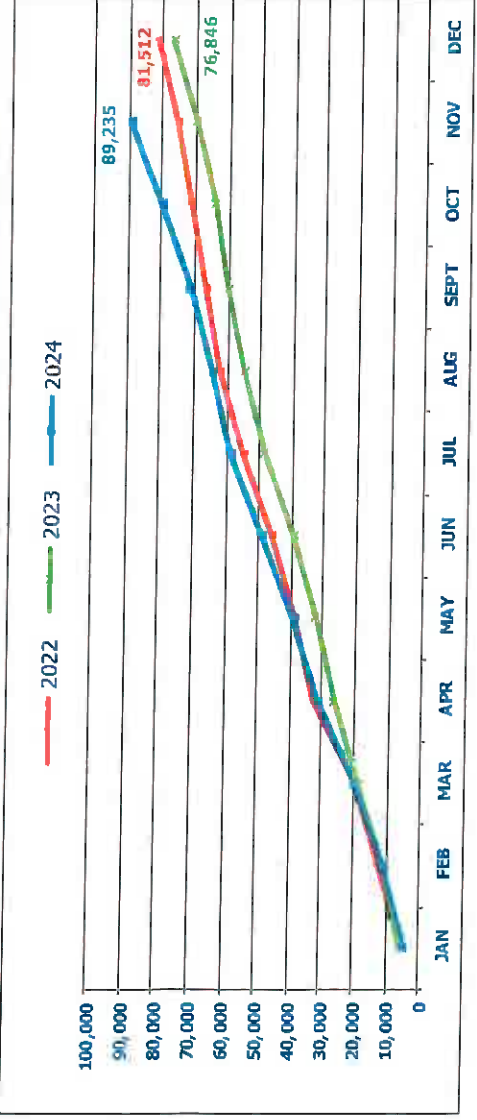
2024 Enplanements YTD 89,235

REVENUE PARKING-NOV \$39,865

934 Transactions @ \$42.68

NOV FUEL FLOWAGE FEES \$131,081

Total Gallons 1,638,512
CRAF and DOD 82%
Commercial 7%
General Aviation 11%



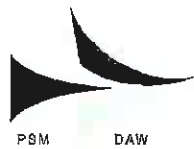
Fuel Pricing

- Port City Air Retail; \$6.00 Jet A
- Port City Air Retail; \$6.40 100LL
- Northeast Avg; \$6.84 Jet A, \$7.66 100LL

Grant Projects


- Domestic Arrivals Hall Upgrades
- Taxiway Alpha

- AAV Sarasota, FL Service**
- Enterprise Concession Fees: July, Aug, Sept- \$34,651.88**



Memorandum

To: John Meehan, Airport Operations Manager 

From: Sandy McDonough, Airport Community Liaison 

Date: January 2, 2025

Re: Noise Report for December, 2024

Portsmouth International Airport at Pease ("PSM") received three (3) noise inquiries in December 2024.

- December 3, 2024: A resident of Portsmouth, NH logged a noise complaint in November saying he would send more information on the details of his complaint. December 3, 2024, he called saying he is still recording times and dates and would send them to me. I have not yet received the information.
- December 5, 2024: A resident of Rye logged a general noise complaint concerning flights that woke her up during the overnight hours, and wanted to know what type of aircraft are allowed to fly at night. The two aircraft she was referring to was a Boeing 747 military charter and a military C17.
- December 28, 2024: A resident of Salem New Hampshire logged a complaint at 9:20 a.m. concerning military aircraft conducting unsafe flights over the Salem Walmart parking area.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority Board of Directors

From:  Myles Greenway, Interim Director Ports and Harbors

Date: December 20, 2024

SUBJECT: PORTS AND HARBORS PDA BOARD NOTES

Market Street Terminal:

- 19 DEC two of the specialized storage tanks departed the facility for Commonwealth Fusion Systems in Devens, MA. (These tanks, designed for hydrogen storage and cooling of large-bore magnets)
- 19 / 20 DEC – Heavy lift Caisson for Navy DD completed.



Future OPS***

- Additional specialized storage tank(s) scheduled to depart the facility for Commonwealth Fusion Systems in Devens, MA - this weekend (January – permit/weather permitting).

○○○○ TAKING YOU THERE

ph: 603-436-8500 fax 603-436-2780 www.peasedev.org

Portsmouth Fish Pier:

- **Completed the kick-off meeting for the Portsmouth Fish Pier (PFP) project. Bonnette Page and Stone (BPS).**
 - **Start day for project to begin is 06 JAN 25**
 - **PFP fisherman notice to have all gear off facility being posted by this Friday 20 DEC 24.**
 - **Last day to have gear there will be 01 JAN 25, this will give Tom and Ethan two (2) days to go through everything.**
 - **Power is being cut to the property after 7-10 days after operation is set to begin on 06 JAN 25**

Rye Harbor:

- **Recreational Fuel has passed State DES inspection – will be winterized until Spring. Commercial fuel is up and running.**

Hampton Harbor:

- **Virtually attended the Hampton 40797 Ocean Boulevard (NH Route 1A) PAC Meeting #8 conducted on 17 DEC 24. NSTR**





PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Director, PDA 
FROM: 
Myles Greenway, Interim Director, DPH
DATE: December 9, 2024
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of 2 commercial moorings, permits #2166 and #1129, from S.F.LLC to SNH-Rye, LLC.

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: Myles Greenway, Interim Director

From: Chief H/M Tracy R. Shattuck *TCS*

Re: Commercial Transfer

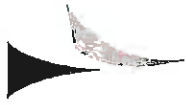
Date: December 9, 2024

Douglas Oxley of S.F.LLC, and George (Rick) Philbrick are requesting the transfer of 2 Mooring Permits, (#2166) in the Little Harbor mooring field, and (#1129) in the Gosport Harbor mooring field. Oxley is selling his business, rigging, and equipment to Philbrick. Attached is documentation of Philbrick's commercial enterprise in the form of Secretary of State forms, and 2 forms of advertising. Also attached is the transfer request from Oxley. Philbrick has asserted that he understands that the mooring must remain in commercial use. Philbrick has provided documentation of his company SNH, LLC to show the commercial enterprise.

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

I recommend that permits #2166 and #1129 be transferred to:

SNH-Rye, LLC
188 Bunker Hill Ave
Stratham, NH 03885

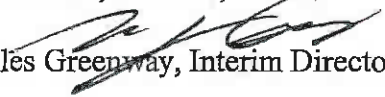


PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Director, PDA
FROM:  Myles Greenway, Interim Director, DPH
DATE: December 9, 2024
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permits #8446 from Geoffrey Crawshaw to Thomas Lyons, Jr.

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.

MOTION

Director Semprini:

The Pease Development Authority Board of Directors hereby moves that item numbers _____ from the Division of Ports and Harbors 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. Initial Proposed Schedule of Parking, Launch, and Vessel Storage Fees for Hampton and Rye Harbor Marine Facilities, Pda Rule 610.02
2. Riverside & Pickering Marine Contractors, Inc. – Portsmouth Fish Pier
3. Tighe & Bond – Rye Harbor Marine Facility Study

MOTION

Director Conard:

In accordance with the recommendation from the Port Committee, the Pease Development Authority Board of Directors hereby approves the Initial Proposed Administrative Rules Pda 610.02, Permit Fees – Types of Fees attached hereto.

Further, the Board authorizes the Director of the Division of Ports and Harbors to take any necessary action in furtherance of adoption of these administrative rules; all in accordance with the memorandum of Myles Greenway, Interim Director of Ports and Harbors, dated December 17, 2024; attached hereto.

N:\RESOLVES\2025\DPH-Pda 610.02 Initial Rev (1-7-2025).docx



PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 17, 2024

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

From: 
Myles Greenway, Interim Director Ports and Harbors

Subject: Initial Proposed Schedule of Parking, Launch, and Vessel Storage Fees for Hampton and Rye Harbor Marine Facilities

In accordance with RSA 12-G:42 VII, RSA 12-G:42 XI (d), Pda 610.01(a), Pda 701.01, and Pda 702.03, the Division of Ports and Harbors ("the Division") conducted a review of the Schedule of Fees for Commercial Piers, effective October 7, 2005. Specifically, the Division reviewed the fees related to parking, launching, and vessel storage at the Hampton and Rye Harbor Marine Facilities ("Hampton" and "Rye") which have not been increased since 2005. The Division is proposing fee increases as shown in the attached Initial Proposed Schedule of Fees for Parking, Launching and Vessel Storage (the "Schedule"), to become effective on May 1, 2025. As shown in the Schedule, the estimated additional annual revenue generated from the proposed fee increase is approximately \$141,213, with \$66,092 for Rye and \$75,121 for Hampton. As an aside, the fees related to Pier Use Permits and Berthing will be reviewed and proposals for changes will be provided to the PDA Board at a later date. Any changes to those fees will become effective on January 1, 2026.

The Division presented the Schedule to the Port Advisory Council ("Council") at its November 26, 2024 public meeting and the Council unanimously voted to recommend the increase in fees as presented to the PDA Board of Directors. The Schedule was also presented to the PDA Port Committee at its public meeting on December 16, 2024. It too voted to recommend approval of the fee increase.

Upon PDA Board approval of the Initial Proposed Fees, and in accordance with Pda 610.01(b) (2-3), the Division will:

- Publish a notice in at least two newspapers of general circulation announcing the availability of the initial proposed schedule of fees.
- Accept written comments for 30 days following the public notice.

Additionally, the Division will host a public hearing before the comment deadline to provide further opportunities for public input on the proposed fees. After reviewing all written comments, as well as feedback from the public hearing, the Division will prepare a Final Proposed Schedule of Fees for Parking, Launching and Vessel Storage and will present those the PDA Board of Directors for final adoption at either the March or April 2025 Board meeting. Therefore, the Division requests the PDA Board of Directors approve the Initial Proposed Schedule of Fees for Parking, Launching and Vessel Storage.

○○○○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2780 www.peasedev.org

**Initial Proposed Schedule of Fees for Parking, Launching and Vessel Storage
Hampton Harbor, and Rye Harbor, NH
Proposed to become effective May 1, 2025**

Fee name	Current Fee	Proposed Fee	Current Annual Revenue (2024)	Additional Annual Revenue (2024)	Total Annual Revenue
Daily Parking – Car Only - Ticket	\$5.00	\$10.00	\$96,245	\$96,245	\$192,490
Daily Parking – Bus	\$25.00	\$50.00	\$0	\$0	\$0
Daily Parking – Combo Vehicle/Trailer Fee	\$10.00	\$20.00	\$19,950	\$19,950	\$39,900
Seasonal Parking Permit Fee – Vehicle Only	\$75.00 entire season	\$150.00 entire season	\$2,175	\$2,175	\$4,350
Seasonal Overnight Parking Permit – Vehicle Only	\$150.00 entire season	\$300.00 entire season	\$3,900	\$3,900	\$7,800
Seasonal Parking Permit Fee – Vehicle/Trailer	\$150.00 entire season	\$300.00 entire season	\$6,300	\$6,300	12,600
Seasonal Parking Sticker Replacement Fee	\$10.00	\$20.00	\$5,455	\$5,455	\$10,910
Overnight Parking Permit Fee – Vehicle Only	\$10.00	\$20.00	\$300	\$300	\$600
Overnight Parking Permit Fee – Vehicle/Trailer	\$20.00	\$40.00	\$110	\$110	\$220
Vessel Storage Wait List Fee, per storage area	\$5.00	\$10.00	\$55	\$55	\$110
Vessel Storage Wait List Renewal Fee	\$5.00	\$10.00	\$0	\$0	\$0
Vessel Storage Wait List Renewal Late Fee	\$10.00	\$20.00	\$0	\$0	\$0
Vessel Storage					
Summer	\$36/ft	\$40.00/ft	\$37,877	\$4,208	\$42,085
Winter	\$18/ft	\$20.00/ft	\$39,625	\$2,515	\$42,140
Totals			\$211,992	\$141,213	\$353,205

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to accept the proposal from Riverside & Pickering Marine Contractors, Inc. to address additional work at the Portsmouth Fish Pier, in an amount not to exceed \$93,785.90; all in accordance with the memorandum of Myles Greenway, Interim Director of Ports and Harbors, dated December 19, 2024; attached hereto.

N:\RESOLVES\2025\DPH – PFP Brace Guide Pile Replacement (1-7-25).docx



PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 19, 2024

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

From: 
Myles Greenway, Interim Director Ports and Harbors

Subject: Riverside & Pickering Marine Contractors, Inc. Additional Work Items

The Division of Ports and Harbors (the "Division") received a proposal, attached, from the Riverside & Pickering Marine Contractors, Inc. for additional work items for the Portsmouth Commercial Fish Pier in the amount of \$93,785.90.

Riverside & Pickering Marine Contractors, Inc. recently completed a series of essential structural upgrades for the Portsmouth Commercial Fish Pier, including the removal and replacement of timber stringers. These improvements address critical maintenance needs to ensure the pier's safety and functionality. However, additional work has been identified to further enhance the facility. Pending tasks include driving new fender piles, pulling old ones, installing float guides, and replacing structural components such as caps and whalers. Some items, such as the replacement of a 14 x 16 x 26' CAP, require lead times due to material availability. These efforts will address structural deficiencies caused by rot and damage while ensuring the facility meets operational demands.

To support this necessary work, the Division seeks approval for a change order totaling \$93,785.90. This amount includes all costs for the pending work, as well as additional charges for equipment mobilization, waste disposal, overhead, and bond fees. These repairs and upgrades are critical to maintaining the pier's structural integrity and ensuring its continued functionality. Approval of this request will allow the Division to address these pressing needs promptly, avoiding further delays and ensuring the pier remains a reliable resource for its users.

Therefore, the Division respectfully requests that the Board authorize the Division to accept Riverside & Pickering Marine Contractors, Inc proposal.

**PDA - Riverside & Pickering
Additional Work Items**

11-Nov-24

Completed

0003a Replace Timber Stringers			
Remove & Installed (4) 6 x 12 x 24	\$ 1,250.00	\$	5,000.00
Remove & Installed (6) 6 x 12 x 20	\$ 1,250.00	\$	7,500.00
Contract Unit Total	\$	\$	12,500.00

Pending Direction

Drive (10) New Fender Piles 40' SYP Class B	\$ 3,510.00	\$	35,100.00
Pull (4) Old Fender Piles	\$ 690.00	\$	2,760.00
Install (2) New Float Guides	Pending		
Remove & Replace (1) 14 X 16 X 26' CAP SYP CCA (4-6 Week Lead Time)	LS	\$	23,710.00
Remove & Replace (2) 12 X 12 X 20' Whaler (Rot Damage + Structural Damage)	\$ 3,430.00	\$	6,860.00

Additional Charges

Crane Barge Mobilization & EQ	EA	\$	8,400.00
Wood Waste Disposal	LS	\$	1,475.00
		\$	78,305.00
OH&P	18%	\$	14,094.90
BOND	1.50%	\$	1,386.00
CHANGE ORDER		\$	93,785.90

MOTION


Director Parker:

The Pease Development Authority Board of Directors authorizes the Executive Director to negotiate, finalize and enter into an agreement with Tighe & Bond to conduct the Rye Harbor Study Project in an amount not to exceed \$148,250.00; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 2, 2025; attached hereto.

Memorandum

Date: January 2, 2025

To: Pease Development Authority (“PDA”) Board of Directors

From: Paul E. Brean, Executive Director 

Subject: Rye Harbor Study Project

After the September 2024 meeting of the PDA Board of Directors, a request for qualifications/proposal (RFQ/P) was initiated regarding an assessment and recommendations for Rye Harbor improvements. The intention of the RFQ/P is to obtain an assessment of aspects of the Rye Harbor Marine Facility that would establish a baseline report and serve as a resource for operations and potential future improvements at the harbor. A copy of the RFQ/P is attached.

Following the RFQ/P process and adhering to the established guidelines and timetable, two entities, Harriman and Tighe & Bond, submitted responses for consideration. A review committee of four employees from the Division of Ports and Harbors (the “Division”), the Engineering Department, and the Finance Department reviewed the responses. Consistent with the RFQ/P, the committee focused on several key factors, including but not limited to qualifications of the firm/team and its personnel; the proposed approach, proposal completeness, and project timeline; and related experience. After a thorough review of both submittals, the committee determined that both companies were extremely well qualified to perform the requested work, ranking Tighe & Bond’s submittal slightly ahead. Thereafter, projected project budgets were requested from both qualified entities. Tighe & Bond submitted a projected budget of \$140,750 to \$148,250, while Hariman submitted a projected budget of \$153,322 to \$159,322. Based on the foregoing, the committee ranked Tighe & Bond as the preferred entity for the project should the Board elect to proceed with the study.

Therefore, at the Board of Directors’ January 7, 2025, meeting, the Pease Development Authority - Division of Ports and Harbors seeks the Board’s authorization to finalize an agreement with Tighe & Bond (draft attached) to conduct the Rye Harbor Study Project in an amount not to exceed \$148,250, from Division of Ports and Harbors’ unrestricted funds.

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55 International Drive Portsmouth NH 03801

REQUEST FOR QUALIFICATIONS & PROPOSALS

RFQ/P 25-09

Recommendations for Rye Harbor Improvements

Issued: November 1, 2024

Due: December 5, 2024

PEASE DEVELOPMENT AUTHORITY
RFQ/P 25-09

REQUEST FOR QUALIFICATIONS and PROPOSAL (“RFQ/P”) for
RYE HARBOR MARINE FACILITY ASSESSMENT and
RECOMMENDATIONS FOR IMPROVEMENTS
NOVEMBER 2024

The Pease Development Authority (herein called the “Authority” or “PDA”) is accepting Statements of Qualifications (“SOQs”) and Proposals from qualified Firms or Teams interested in conducting an assessment of, and making recommendations for improvements to, the Rye Harbor Marine Facility, located in Rye, New Hampshire.

SECTION 1 – OVERVIEW AND SCHEDULE

A. Background

PDA is an agency of the State of New Hampshire established pursuant to RSA Ch. 12-G and is responsible for operations at of state-owned properties and facilities at the Pease International Tradeport, Portsmouth International Airport at Pease, Pease Golf Course, and the Portsmouth Fish Pier, Rye Harbor Marine Facility, and Hampton Harbor Marine Facility.

The Rye Harbor Marine Facility, located in Rye, New Hampshire (“Facility”), consists of wetland marsh, a tidal mooring field, piers, a public boat launch, a navigational channel, and 4.7 acres of useable land (including a parking lot and boat storage area) adjacent to the Atlantic Ocean, Ocean Boulevard (Route 1A), and Harbor Road. Owned by the State of New Hampshire, overall management of Rye Harbor became the responsibility of the Pease Development Authority, Division of Ports and Harbors (“DPH”), when management responsibility for Rye Harbor was transferred from the former Department of Resources and Economic Development to PDA through legislative enactments in 2001-2005, amending RSA Ch.12-G. *See Facility Plan Attached as Appendix A.*

Operating as a marine transportation facility, Rye Harbor supports the New Hampshire commercial fishing industry, private maritime-related businesses associated with transportation and tourist activity, recreational boaters, and the visiting public. Users of the Facility include the visiting public, mooring permit holders, pier use permit holders, and various private commercial businesses operating in small buildings (“shacks”) on the property. With only 4.7 acres of land to support the ancillary needs of multiple entities, the PDA Board of Directors seeks an assessment of existing Facility conditions and operations, along with recommendations for potential improvements to the Facility that best serve PDA-DPH, the users of the Facility, and the public at-large (“Assessment”).

In 2022, DPH commissioned a Rye Harbor Marine Facility Parking Study. *See Parking Study Attached as Appendix B.* In 2023, DPH staff completed an overview report on the Rye Harbor Marine Facility. *See Report Attached as Appendix C.*

B. Invitation To Submit Statements of Qualifications and Assessment Proposal

Firms or Teams with qualified Engineering, Environmental, Operational, Architectural, and Planning Specialists in maritime, recreational, and governmental facility work are invited to submit Statements of Qualifications to perform the Assessment described herein. In addition, the respondents to this RFQ/P should develop their own scope of services for carrying out the Assessment.

C. Assessment Goals

The Assessment should examine existing conditions and operations (including current private commercial operations) at the Facility and, in presenting such conditions and operations, provide, in coordination and consultation with PDA and DPH, recommendations for improvements and modifications to the Facility as well as to operations occurring at the Facility. The Assessment will establish a baseline report and serve as a resource to the PDA and DPH. The PDA Board of Directors has outlined four goals for future development activity at the Facility that should be considered while undertaking the component parts of the Assessment. The four goals are as follows:

- 1) to ensure that the Harbor is an asset open to use by all, including commercial and sport fishing and lobstering, recreational boating, ocean sightseeing, and visitors who want to enjoy the Harbor and oceanfront;
- 2) to ensure that any existing and future improvements at the Harbor do not cause environmental degradation to the immediate surrounding areas;
- 3) to provide the public with clear, transparent, and fair rules and procedures that provide equal opportunity to make use of any facility or to seek a right of entry/concession that may be offered at the Harbor, and;
- 4) to increase DPH's income potential at the Harbor in order to sustain necessary maintenance and improvements to the Harbor over time;

D. Anticipated Timeline

The following table contains the anticipated timeline for this RFQ/P through contract finalization and approval. The Authority reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE
Release of RFQ/P	November 1, 2024
Deadline for Inquiries, questions and/or proposed clarifications	November 14, 2024 (No later than 2:00 P.M. local time)
Answers to RFQ/P Questions/Inquiries	November 19, 2024
RFQ/P Response Submittal Date	December 5, 2024 (No later than 2:00 P.M. local time)
Shortlist for Interviews identified	December 10, 2024
Interviews	December 16 - 20, 2024
Board of Directors Meeting for Approval	January 7, 2025
Notice of Award	After January 7, 2025
Contract and Fee Negotiation	January 2025
Anticipated Project Start Date	February 1, 2025

SECTION 2 – PROPOSED SCOPE OF WORK

At a minimum the Assessment should provide a comprehensive review of the following areas and recommendations for improvement or modification for each area, including actionable steps for implementing any recommendations proposed in the Assessment:

Facility Environmental Conditions Assessment:

- Examine and describe using GPS mapping and a narrative report, onsite environmental baseline conditions at the Facility, as well as such other offsite environmental conditions potentially impacting the Facility including, but not limited to:
 - Current sea levels and mean high tide line
 - Projected sea level rise, as well as projected impacts to Facility from marine/coastal storms over the next 20-50 years.
 - The condition, type, and location of federal or state jurisdictional wetlands within the Facility.
 - Identification of other environmental conditions impacting the Facility.
- Identify Facility infrastructure vulnerable to existing environmental conditions, the nature of those impacts, and recommendations for mitigation of such impacts.
- Identify opportunities for new development and structures or modifications to existing development and structures onsite that reduce potential environmental impacts.
- Provide estimates on capital investment needed to implement recommendations.

Facility Building and Infrastructure Assessment:

- Conduct a building and an infrastructure assessment using GPS mapping and a narrative report that includes, but is not limited to:
 - DPH-owned buildings and structures.
 - Privately-owned buildings and structures.
 - Existing primary utilities, including water, electric power, and telecommunications.
 - Existing stormwater management system.
 - Waste disposal and collection system(s), including Facility septic system.
 - Location and specifications of any non-utility electricity generation device located at the Facility.
 - Piers and gangways.
 - Boat ramp.
 - Fueling facilities.
 - Guardrails.
 - Revetment and other protective structures.
- Identify applicable life-safety codes and include recommendations to ensure compliance with such applicable codes.

- Evaluate current and projected restroom facility needs (including but not limited to applicable ADA requirements) and septic system capacity requirements.
- Recommend ways to enhance Facility accessibility including a phased schedule of recommended improvements.
- Provide estimates on capital investment needed to accomplish recommendations.

Facility Vehicle Parking and Boat Storage Assessment:

- Conduct with GPS mapping and a narrative report an assessment of the Facility vehicle parking and boat storage areas to provide any updates to the 2022 Rye Harbor Marine Facility Parking Study required to reflect existing conditions.
- Provide recommendations regarding vehicle parking and boat storage areas, including, but not limited to, parking rates; boat storage rates, ADA Parking requirements, ingress / egress to the Facility, traffic flow within the Facility considering current operations, and parking controls - including the use of automated systems.
- Provide estimates on capital investment needed to accomplish recommendations.

Facility Private Commercial Operations Assessment:

- Conduct an assessment of all private commercial businesses operating at the Rye Harbor Marine Facility including, but not limited to:
 - Nature of the goods/services provided.
 - Whether the same or similar service is provided within 2 miles of the Facility.
 - Nature of the cost(s) charged for such goods/services.
 - Type of agreement authorizing the private commercial business to operate at the Facility.
 - Whether the service provided directly supports an activity authorized under a Pier Use Permit.
 - Approximate number of seasonal customers served by each business.
 - Impacts to Facility resulting from the private commercial businesses operating at the Facility.
- Undertake outreach to the private business operators (approximately 20 businesses) in the form of an online and/or in-person questionnaire or interviews to ascertain information needed to complete the Assessment, as well as the needs, recommendations, and concerns of private commercial businesses operating at the Facility.
- Provide recommendations regarding:
 - Facility management practices.
 - Improvements to the agreements used by DPH authorizing private commercial service operations at the Facility.

- Process and procedures for identifying and selecting services to be provided at the Facility and the qualified businesses/vendors to provide such services at the Facility and to set pricing or some alternate application and review process.
 - Commercially reasonable fees, rentals or other rate structures for private commercial operator agreements and pier use permits
- Provide estimates on capital investment needed to accomplish recommendations.

SECTION 3 – PROCESS FOR SUBMITTED STATEMENTS OF QUALIFICATIONS AND PROPOSALS

A. Submission, Deadline, and Location Instructions

Any SOQ and proposal submitted pursuant to this solicitation, and any questions submitted in response to this RFQ/P, must be received by the Authority no later than the time and date specified in the table of Anticipated Timelines Section I.D. above. SOQ and proposal responses may be submitted by U.S. Mail, Delivery Services, or In Person, and must be addressed to:

Pease Development Authority
 RFQ/P 25-09 Recommendations for Rye Harbor Improvements
 Attn: Finance Department
 55 International Drive
 Portsmouth, New Hampshire 03801

and delivered NO later than **2:00 p.m. local time December 5, 2024**. Late submittals will not be accepted or evaluated. The PDA accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be Firm/Team’s responsibility.

Qualifications and proposal packages must consist of One (1) original and three (3) clearly identified paper copies and one (1) digital copy in PDF format contained on a USB-capable removal disk drive (and, if applicable, one (1) additional digital copy of the RFQ/P with all Confidential Information (see Section 7 below) fully redacted) **and shall be enclosed in two (2) envelopes (inner and outer), both of which shall be sealed and clearly labeled,**

The PDA reserves the right to reject any and all submissions, to waive irregularities and technical defects (except no waiver of the deadline for submission will be allowed), and to accept any timely submission deemed to be in its own best interest.

The SOQs and proposals submitted in response to this RFQ/P 25-09 will become the property of PDA. All information submitted is deemed public and subject to disclosure by the PDA and DPH pursuant to the provisions of NH RSA 91-A. See Section 7 below.

B. Inquires

All inquiries concerning this RFQ/P, including but not limited to requests for clarifications, questions, and any changes to the RFQ/P shall be submitted via email to Toni-Marie Vaughn (“PDA Point of Contact”) at bids@peasedev.org. Inquiries must be received by the PDA contact designated in this paragraph no later than the close of business on the day identified as the Deadline for Inquiries in the table of Anticipated Timelines specified in Section I.D. above. Inquiries received later than the Deadline for Inquiries shall not be considered properly submitted and may not be considered.

PDA intends to issue official responses to properly submitted inquiries on or before the date specified in the table of Anticipated Timelines in Section I.D. above; however, this date is subject to change at the PDA’s sole discretion. PDA may consolidate and/or paraphrase questions for sufficiency and clarity. PDA may, at its sole discretion, amend this RFQ/P on its own initiative or in response to issues raised by inquiries as it deems appropriate. Oral statements, representations, clarifications, or modification concerning the RFQ/P shall not be binding on PDA. Official responses issued by PDA will be made only in writing in the form of an Addendum as described below.

In the event it becomes necessary to respond to inquiries or add to or revise any part of the RFQ/P prior to the scheduled submittal date set forth in Section I.D. above, PDA shall post any Addenda on the following web site: <https://peasedev.org/business-3/bids-and-opportunities>. Before your submission and periodically prior to the RFQ/P Submittal Date Firms/Teams are reminded to **check the site for any addenda** or other materials that may have been issued affecting the RFQ/P.

C. Restriction of Contact with PDA Employees

From the date of the release of this RFQ/P until an award is made and announced regarding the selection of a Firm/Team, all communication with personnel employed by or under contract to the PDA (including without limitation the Division of Ports and Harbors) regarding this RFQ/P is forbidden unless first approved by the PDA Point of Contact identified above. PDA employees have been directed not to hold conferences and/or discussions concerning this RFQ/P with any potential contractor during the proposal and selection process, unless otherwise authorized by the PDA Point of Contact. Proposers may be disqualified for violating this restriction of communications with PDA and its employees and contractors.

SECTION 4 – CONTENT AND REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

Statements of Qualifications and proposals shall adhere to the following format and provide the required information set forth below:

1. **DESCRIPTION OF THE FIRM/TEAM:** Include a description of team members (if applicable), location(s), years in operation, staff size, overall portfolio, project manager, Firm/Team contact information.

2. **DESCRIPTION OF SERVICES TO BE PROVIDED:** Include a letter or narrative describing the Firm/Team's Proposal, as well as how the Firm/Team would carry out and manage the project as described in Section 2 above, including any Firm/Team recommendations regarding additions, deletions or modifications to the Section 2 Scope of Work, the anticipated project timeline with realistic timetables for project steps and deliverables, and the invoicing system and payment schedule you would propose to cover your fee. **Do NOT offer a fee proposal in your Statement of Qualifications or Proposal.** The letter should provide a written commitment to participate in the project as described in your letter if selected and a contract negotiated and finalized. The letter must be signed by the Firm's/Team's principal(s) who will be responsible for managing the project.
3. **EXPERIENCE:** Provide a description of the Firm/Team's and project engineers' experience with similar types of projects which would provide insight valuable in carrying out this project. Provide resumes of the Firm/Team members who would work on this project.
4. **LIST OF PROJECTS:** Provide a list of projects completed by the Firm/Team within the last 10 years which are similar or relevant to this project.
5. **REFERENCES:** Provide a list of at least three (3) clients for projects of similar character or scope who will provide a reference for your Firm/Team. Include the name, address, telephone number, and email address of the contact person.

While there is no specified limit to the number of pages submitted, the PDA suggests preparing a concise package that can be efficiently reviewed.

The proposal must be valid for one hundred twenty days (120) days following the Submittal Deadline or until the Effective Date of any resulting Contract, whichever is later.

By submitting an RFQ/P the Firm or Team agrees that in no event shall PDA be either responsible for or held liable for any costs incurred by any Firm or Team in the preparation or in connection with the RFQ/P or for work performed prior to the Effective Date of any Contract awarded pursuant to this procurement process. Furthermore, by submitting an RFQ/P the Firm/Team is deemed to have waived any challenges to the form or procedures set forth in this RFQ/P.

SECTION 5 – EVALUATION OF SUBMISSIONS

A. Criteria for Evaluation and Scoring

The Authority will establish an evaluation committee to score the Statements of Qualifications and Proposals. This committee will review the Statements of Qualifications and Proposals and give a numeric score based on the following evaluation criteria.

From review of the submissions received, the selection committee will designate a short list of the most suitable Firms/Teams for this project. Usually, the short list would consist of three (3) Firms or Teams, but the number selected will be up to the selection committee and be determined by the

number of responses received. The short-listed Firms or Teams will be invited to be interviewed. The Interviews will be conducted at office of the Pease Development Authority located at 55 International Drive, Portsmouth, NH 03801.

FIRM EVALUATION CRITERIA	POINTS
Qualifications of the Project Firm/Team and Firm/Team personnel	35 Points
Proposed approach, completeness of Proposal, and timeline to undertake the study, assessment, and evaluation required by this project	40 Points
Experience in maritime, recreational, and governmental facility assessment work	25 Points
MAXIMUM TOTAL POINTS	100 POINTS

B. Evaluation Committee Review

An evaluation committee will review all submittals received in conformance with this RFQ/P and, using the process described below, will make a recommendation to the PDA Board of Directors regarding the submitted SOQs and Proposals.

The Evaluation Committee plans to use the following process:

- Statements of Qualifications and Proposals will be scored based upon the criteria and standards contained in this RFQ/F and from applying the weighted measure in this section;
- The Evaluation Committee will establish a shortlist of three (3) Firms/Teams for further evaluation and consideration;
- The three (3) Firms/Teams selected will be asked to submit a projected project budget;
- Interviews and reference checks, to the extent they are utilized by the Evaluation Committee, will be used to refine and finalize scores;
- Final evaluation and scoring of the Firms/Teams; and
- Selection of the highest scoring Firm/Team followed by Contract and fee negotiations.

The Evaluation Committee reserves the right in its sole discretion to:

- Make independent investigations in evaluating Statements of Qualifications and Proposals;
- Request additional information to clarify elements of a Statement of Qualifications or Proposal;
- Waive minor irregularities from the RFQ/P requirements, if determined to be in the best interest of the Authority;
- Omit any planned evaluation step if, in the Authority’s judgment, the step is not needed;
- Reject any and all submissions at any time or select no Firm, Team or Proposal at all; and
- Open Contract discussions with the second highest scoring candidate and so on, if the Authority is unable to reach an agreement on Contract terms with the higher scoring Firm or Team.

The recommendation of the Evaluation Committee will be brought to the PDA Board of Directors, which will have the sole and final authority to approve any contract(s).

C. Interviews

Should the Evaluation Committee determine that interviews are needed, a short list of firms will be invited for presentations and interviews.

D. Confidentiality of RFQ/Ps

Unless necessary for the approval of a Contract, the substance of RFQ/Ps submitted pursuant to this procurement will remain confidential until the Effective Date of any Contract resulting from this RFQ/P, unless an earlier date for release of any or all RFQ/Ps is authorized by the PDA Board of Directors. The content of each Firm/Team's RFQ/P shall become public information upon the award of any resulting Contract under this procurement process. Notwithstanding the foregoing, the names of the Firms/Teams recommended by the Evaluation Committee will be made public upon submission of such recommendation to the PDA Board of Directors; however, RFQ/Ps and any information contained therein shall only be released in accordance with this Section 5.D. Disclosure or distribution by a Firm/Team submitting an RFQ/P pursuant to this procurement process other than to PDA will be grounds for disqualification.

SECTION 6 – CONTRACT TERM AND AWARD

A. Award

This will be a qualification-based selection process at the sole discretion of the Authority, and while project budget will be considered in evaluating the shortlisted Firms/Teams, an award will not necessarily be made to the Firm/Team with the lowest project budget. The recommendation of the Evaluation Committee will be brought to the PDA Board of Directors, which will have the sole and final authority to approve a Contract with the selected Firm/Team. Notwithstanding the foregoing, if the PDA cannot reach agreement on Contract terms or the Board otherwise rejects for any reason the Firm/Team recommended by the Evaluation Committee, PDA has the right at its sole discretion to open Contract negotiations with any party submitting an RFQ/P or to solicit new proposals under a new acquisition process.

Notwithstanding any of provision of this RFQ/P the Evaluation Committee and the Authority reserves the right in their sole discretion to:

- Recommend or select, as applicable, the RFQ/P it deems is in the best overall interest of the PDA, regardless of any Firm/Team's qualifications, proposal or projected budget;
- Make independent investigations in evaluating Statements of Qualifications and Proposals;
- Request additional information to clarify elements of a Statement of Qualifications or Proposal;
- Waive minor irregularities from the RFQ/P requirements, if determined to be in the best interest of the Authority;
- Omit any planned evaluation step if, in the Authority's judgment, the step is not needed;
- Reject any and all submissions, in whole or in part, at any time or select no Firm, Team or Proposal at all and to solicit new proposals under a new acquisition process; and

- Any product/deliverable, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P shall become the property of PDA.

B. Non-Exclusive Contract

Any resulting Contract from this RFQ/P will be a non-exclusive Contract. PDA retains the right, in its sole discretion, to retain other proposers or consultants to provide any of the services or deliverables identified under this RFQ/P or make an award by item, part or portion of an item, or group of items identified under this RFQ/P and for projects that are not part of this RFQ/P; and to terminate any and all agreements in the event of unsatisfactory performance, noncompliance with contractual obligations or due to funding constraints.

C. Standard Contract Terms

The successful Firm or Team will be expected to enter into a contract with the Authority (“Contract”). The terms and conditions set forth in the PDA General Terms and Conditions will serve as the basis and format for any agreement that may be reached. Deviation from the standard PDA Terms and Conditions will be very limited as many of the provisions are required by law or represent longstanding PDA policy and/or practices. The standard PDA Terms and Conditions are attached hereto as **Exhibit A** for reference and to allow the Firms and Teams responding to this RFQ/P to become familiar with PDA’s standard services agreement.

D. Special Terms to Be Included in a Contract Resulting From this RFQ/P

The Following terms and conditions shall be included in the final Contract as Exhibit C – Special Provisions to the standard PDA General Terms and Conditions:

Firm/Team’s Responsibilities

- The Firm/Team shall perform its services consistent with the professional skills and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same circumstances. The Firm/Team shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- The Firm/Team shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Authority shall not be responsible for discovering deficiencies therein. The Firm/Team shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in PDA-furnished information.
- The Firm/Team shall identify a representative who is authorized to act on behalf of the Firm or, if applicable, Team with respect to the Project.
- The Firm or individual Team members shall be licensed and insured in the State of New Hampshire to perform the services described in this Agreement or shall cause such services to be performed by appropriately licensed professionals.
- The Firm/Team shall coordinate its services with those services provided by the Authority or the Authority’s other delegates. The Firm/Team shall be entitled to rely on the accuracy and completeness of services and information provided by the Authority or the Authority’s delegates.

PDA Responsibilities

- The Authority shall identify a Representative who is authorized to act on behalf of the Authority with respect to the Project.
- The Authority will review Project documents for consistency with Project requirements, and to confirm that PDA requirements are met, there are no negative impacts to PDA operations, and that any design or proposed improvement or modification to the site or DPH operations is in the Authority's best interest.

Miscellaneous Provisions

1. Ownership of documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the Firm/Team under this Agreement immediately become the property of the Authority, and when completed, shall bear the Firm's endorsement. The Firm/Team shall surrender to the Authority, upon demand at any time, or submit to its inspection any such document. The Firm/Team shall have the right, with written approval from the Authority, to use any of the data prepared by it and hitherto delivered to the Authority at any later stage of the Project contemplated by this Agreement. Reuse of any of these documents by the Firm/Team, without written permission of the Authority, shall be at the Firm/Team's risk.
2. Opinions of Probable Construction Cost: Firm/Team's opinions of the probable construction costs provided for herein are to be made based on the Firm/Team's experience and qualifications and represent the Firm/Team's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Firm/Team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Firm/Team's methods of determining prices, or over competitive bidding or market conditions, the Firm/Team cannot and does not guarantee that future proposals, bids or actual construction costs will not vary from opinions of probable construction costs prepared by the Firm/Team.

E. Disadvantaged Business Enterprises and Civil Rights

PDA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms/Teams responding to this RFQ/P that it will affirmatively ensure that for any contract that may be entered into pursuant to this advertisement, every Firm/Team will be afforded full and fair opportunity to submit SOQs and Proposals in response to this invitation, and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), or age in consideration for an award.

In addition, and relative to this Project only, the above provision will be applicable to and bind any Firm or Team responding to this RFQ/P, and any subcontractor thereof engaged relative to this Project, from the solicitation period through the completion of any Contract issued pursuant to this RFQ/P.

F. Insurance

The successful Firm/Team will be required to meet PDA minimum insurance requirements as outlined herein in **Exhibit B**.

G. Indemnification

The Contract shall include the following indemnification:

The Firm/Team shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Firm/Team's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Firm/Team, its subcontractors, anyone directly or indirectly employed by either the Firm/Team or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Firm/Team, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Firm/Team, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Firm/Team or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Firm/Team has hereby agreed to defend and indemnify, the Firm/Team, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Firm/Team's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

H. CONFLICT OF INTEREST

To avoid a conflict of interest, the successful Firm/Team must agree to obtain PDA approval before entering into agreements to provide similar services to Pease tenants or potential tenants coming before the PDA Board for approval of any kind.

I. NON-COLLUSION

The signature on a Proposal submitted in response to this RFQ/P guarantees that the prices, terms, conditions, and proposed work have been established without collusion with other Firms/Teams and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

SECTION 7 – APPLICABILITY OF NH RIGHT-TO-KNOW LAW:

Please note that the PDA operates under the NH Right-to-Know Law, RSA 91-A. As such, all responses to this RFQ/P shall be considered confidential, but only until the award of a Contract. However, following receipt of all responses, the PDA will post the number of responses received pursuant to this RFQ/P, as well as the name of each responding entity. The content of all responses shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFQ/P may be subject to public disclosure under RSA 91-A. However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this RFQ/P should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the PDA and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the responding entity of information it believes exempt does not have the effect of making such information exempt. The PDA will determine whether it believes such information is properly exempted from disclosure. Marking of the entire response or entire sections of the response as “confidential” will neither be accepted nor honored. Notwithstanding any provision of this RFQ/P to the contrary, pricing included in any Contract issued as a result of this RFQ/P will be subject to disclosure upon approval of a Contract by the PDA. The PDA will endeavor to maintain the confidentiality of portions of any response that are clearly and, in the opinion of the PDA, properly marked “confidential.”

If a request is made to the PDA to view portions of a response that a responding entity has properly, in the opinion of the PDA, and clearly marked “confidential,” the PDA will notify the entity that submitted the RFG/P response of the request and of the date the PDA plans to release the records. By submitting a response to this RFQ/P, each responding entity agrees that, unless the responding entity claiming an exemption from disclosure obtains a court order, at its sole expense, enjoining the release of the requested information, the PDA may release the requested information on the date specified in the PDA’s notice without any liability to the responding entity claiming the exemption.

SECTION 8 – MISCELLANEOUS

- Neither PDA, PDA Board of Directors, nor DPH are responsible for any costs incurred by respondents regarding the preparation of submissions in response to this RFQ/P. All costs shall be borne by the respondents.
- This RFQ/P is not to be construed as creating any contractual relationship between the respondents and PDA, DPH, the State of New Hampshire, and/or any other party.
- By submitting SOQs, a Proposal, and/or any other response to this RFQ/P, the respondent affirmatively waives any claim against PDA, PDA Board of Directors, DPH, any employee or agent of the PDA or DPH, and/or the State of New Hampshire.

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EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

All subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority ("PDA") before the commencement of any work on property of PDA at Pease International Tradeport. The following are the minimum requirements for insurance coverage:

- a. **General Liability:** \$2,000,000 general liability coverage **per occurrence**; and \$2,000,000 aggregate.
- b. **Automobile Liability:** \$1,000,000 automobile liability coverage.
- c. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
- d. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage in a minimum amount as determined by the PDA from time to time.
- e. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA from time to time.
- f. **Additional Insureds:** Pease Development Authority must be named as additional insured under **all** liability coverages.
- g. **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.
- h. **Waiver of Subrogation.** With the exception of Workers Compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
- i. **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.
- j. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY CERTIFICATE REQUIREMENTS

ACCORD CERTIFICATE OF INSURANCE						
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
SAMPLE FORMAT		COMPANIES AFFORDING COVERAGE				
INSURED CONTRACTOR NAME AND ADDRESS		COMPANY A				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES: 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 SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
DNR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP.	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability Claims Made <input checked="" type="checkbox"/> Occur GENL. AGGREGATE LIMIT APPLIES PER: Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Loc				GENERAL AGGREGATE PRODUCTS-COMP OF PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE MEDICAL EXPENSES	\$2,000,000.00 \$ \$ \$2,000,000.00 \$ \$
	AUTOMOBILE LIABILITY Any Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage (Per accident)	\$1,000,000.00 \$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - EA Accident Other Than Auto Only	\$ \$ \$
	EXCESS LIABILITY Occur <input type="checkbox"/> Claims Made Deductible Retention				Each Occurrence Aggregate	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Statutory Limits Each Accident Disease Policy Disease Each Employee	\$100,000 \$500,000 \$100,000
	OTHER Professional Liability Environmental/Pollution Liability					\$ \$
DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Project address: Pease Development Authority is named as Additional Insured. With the exception of workers compensation coverage, a waiver of subrogation is included with respect to applicable coverages. Coverage shown is primary and non-contributing with respect to any insurance carried by Pease Development Authority.						
CERTIFICATE HOLDER Pease Development Authority 55 International Drive Portsmouth, NH 03801				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail 30 days written notice to the named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.		
				AUTHORIZED REPRESENTATIVE:		

LIABILITY LIMITS Coverage
 \$2,000,000 Per Occurrence and \$2,000,000 Per Project Aggregate

AUTOMOBILE LIABILITY
 \$1 Million minimum

WORKERS COMPENSATION
 Meets NH statutory requirements

PROFESSIONAL LIABILITY
 \$4 Million minimum
 If applicable

ENVIRONMENT POLLUTION LIABILITY
 \$1 Million minimum
 If applicable

ADDITIONAL INSURED
 Pease Development Authority is named as Additional Insured
PRIMARY INSURANCE WAIVER OF SUBROGATION

Required
 Mail Certificate to Certificate Holder
 Cancellation Clause
 Shall assure 30 days written notice

EXHIBIT B
SAMPLE SERVICES AGREEMENT

PDA General Terms and Conditions
SUBJECT: SAMPLE AGREEMENT

AGREEMENT

The Pease Development Authority and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Pease Development Authority (PDA)		1.2 PDA Address 55 International Drive Portsmouth, NH 03801	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limit
1.9 Contracting Officer for PDA Paul E. Brean, Executive Director		1.10 PDA Phone Number 603-433-6088	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 PDA Signature		1.15 Name and Title of Signatory for PDA	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

2.1 The Pease Development Authority, identified in block 1.1 ("Entity"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work identified and more particularly described in the attached **EXHIBIT A** which is incorporated herein by reference ("Services").

2.2 During the term of this Agreement, Services shall be provided at the rates set forth in **EXHIBIT B**. As necessary, the parties shall negotiate a scope of work and corresponding fee for any requested additional services (a "Project Contract"); for small projects the parties may utilize a short description of the services and proposed estimated fee (a "Task Assignment"). Each Project Contract or Task Assignment, following any required approval by the PDA Board of Directors as determined necessary by the PDA, shall be executed by the PDA and the Consultant prior to being made a part of this Agreement. Following execution, the Project Contract or Task Assignment attached to Exhibit A hereto and incorporated herein by reference and made part of this Agreement. Each Project Contract or Task Assignment attached to Exhibit A shall be identified by a distinct sequential number (i.e. Attachment 1, 2, etc.).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until _____ ("Effective Date").

3.2 If the Contractor commences the Services and/or purchases Goods prior to the Effective Date, all Services performed and Goods purchased by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the PDA shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services and/or deliver all Goods by the Completion Date specified in block 1.7.

3.3 This Agreement shall be for _____ () years. The PDA may extend this agreement for up to _____ () _____ () year periods at its discretion.

4. CONTRACT PRICE/PRICE LIMITATION / PAYMENT.

4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in **EXHIBIT B** which is incorporated herein by reference.

4.2 The payment by the PDA of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof. The PDA shall have no liability to the Contractor other than the contract price.

4.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set

forth in block 1.8 without executing a duly authorized Amendment.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.

6.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a PDA employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the PDA's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the PDA.

7. EVENT OF DEFAULT/REMEDIES.

7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

7.1.1 failure to perform the Services and supply Services satisfactorily or on schedule;

7.1.2 failure to submit any report required hereunder; and/or

7.1.3 failure to perform any other covenant, term or condition of this Agreement.

7.2 Upon the occurrence of any Event of Default, the PDA may take any one, or more, or all, of the following actions:

7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

7.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the PDA determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

7.2.3 set off against any other obligations the PDA may owe to the Contractor any damages the PDA suffers by reason of any Event of Default; and/or

7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/ CONFIDENTIALITY/PRESERVATION

8.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

8.2 All data and any property which has been received from the PDA or purchased with funds provided for that purpose under this Agreement, shall be the property of the PDA, and shall be returned to the PDA upon demand or upon termination of this Agreement for any reason.

8.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A, or other existing law. Disclosure of data requires prior written approval of the PDA.

9. TERMINATION.

9.1 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed and/or Goods delivered, and the contract price earned, to and including the date of termination.

10. CONTRACTOR'S RELATION TO THE PDA. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent

nor an employee of the PDA. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the PDA or receive any benefits, workers' compensation or other emoluments provided by the PDA to its employees.

11. ASSIGNMENT/DELEGATION / SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the PDA.

12. INDEMNIFICATION. The Contractor shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to defend and indemnify, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this paragraph 12 shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever

any one of the Indemnitees incur costs or liabilities described above.

13. INSURANCE.

13.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

13.1.1 general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and

13.1.2 professional liability insurance as required by activities which give rise to necessity for such coverage.

13.1.3 automobile liability insurance in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

13.2 The policies described in subparagraph 13.1.1 herein shall be primary and non-contributory with respect to insurance of the PDA, include a waiver of subrogation in favor of the PDA, and be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.

14.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The PDA shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

15. WAIVER OF BREACH. No failure by the PDA to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the PDA to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

18. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19. THIRD PARTIES. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

20. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

22. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

24. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

Inter Agency Transfer Rye Harbor-Rye, NH

The property being transferred from the Department of Resources and Economic Development to the Pease Development Authority, Division of Ports and Harbors is shown as a portion of the State land, currently managed by DRED, depicted on a plan entitled "Property Map, State of New Hampshire, Department of Resources and Economic Development, Rye Harbor State Park, Rye, NH dated February, 1964"

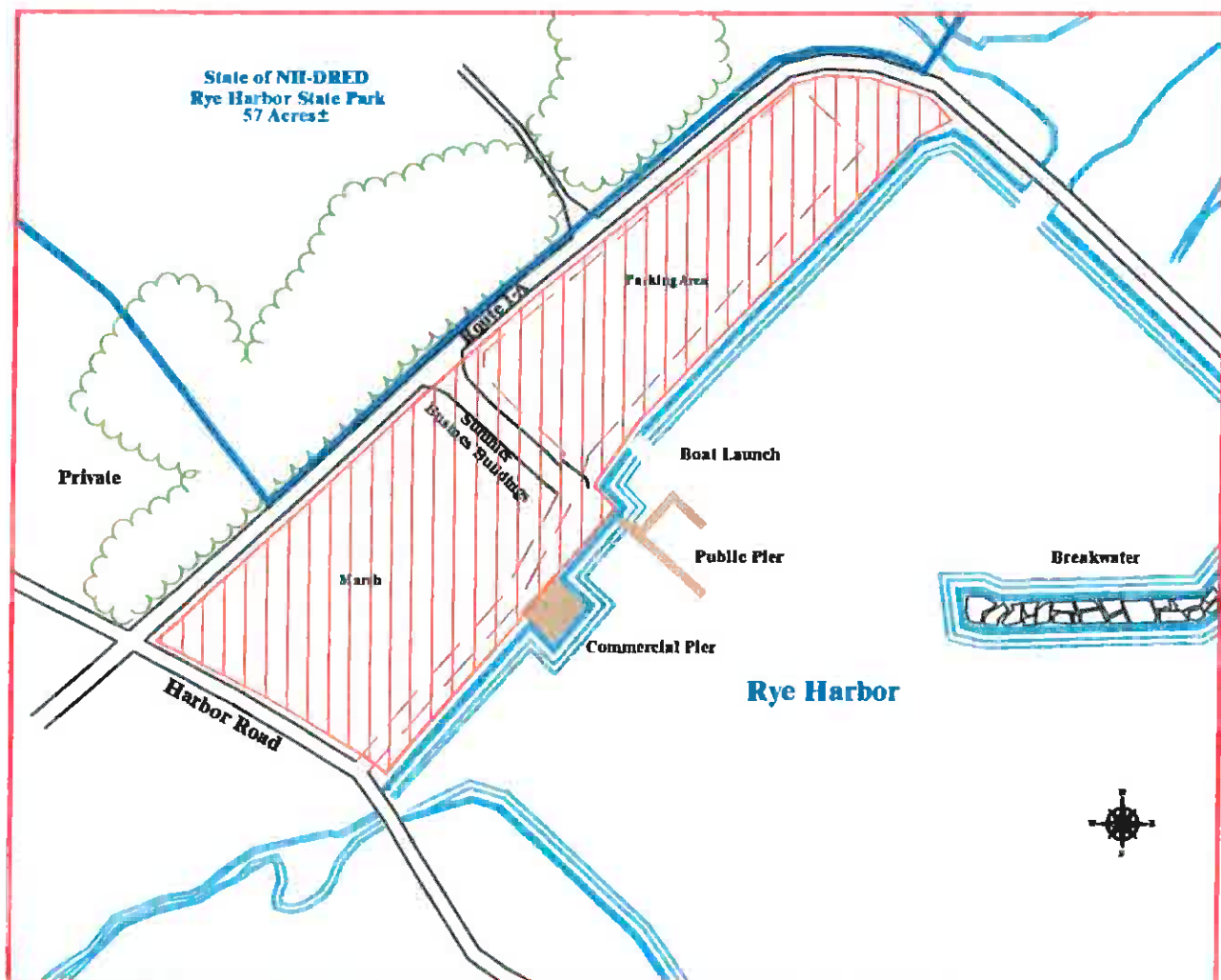
Described as follows: All of the land lying between the southeasterly Right of Way line of Route 1A, the northwesterly sideline of Rye Harbor and the northeasterly Right of Way of Harbor Road. Property contains approximately 8 acres.



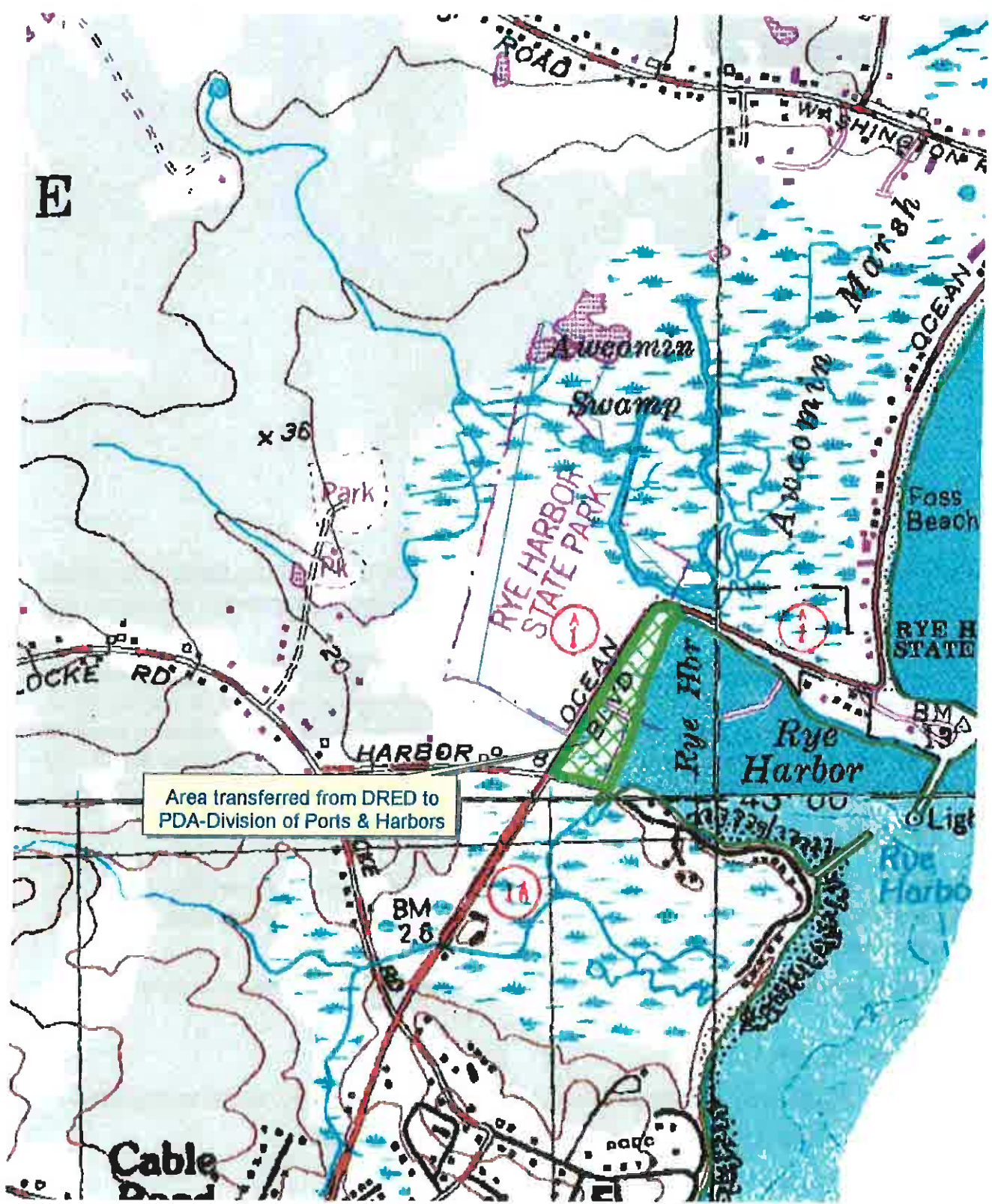
**Area transferred to the Pease Development Authority
Division of Ports and Harbors**

Area to include property, docks and boat launch

See HB 617 FN Local; 55-8-Year 2000



Interior detail from aerial photography



Area transferred from DRED to PDA-Division of Ports & Harbors



State of New Hampshire
Dept. of Resources and Economic Dev.

Rye Harbor State Park
Rye, New Hampshire





Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

February 10, 2022

Captain Geno Marconi
PDA Division of Ports & Harbors
555 Market Street
Portsmouth, New Hampshire 03801

Re: Parking Study Concept Development Submission
Rye Harbor State Marina Driveway and Parking Layout Study
Rye, New Hampshire
Project No. 5279

Dear Captain Marconi:

Appledore Marine Engineering, LLC. (AME) completed parking study at the Rye Harbor State Marina for the purpose of concept development. The following memorandum summarizes the project design guidelines, assumptions, and parking concept plans.

Four concepts were developed to promote safety and efficiency. The concepts have differing approaches to parking layouts, vehicle circulation, and Route 1A access. Aspects of any given approach deemed to be desirable can be incorporated into a more refined approach. The concepts are for general discussions and are intended to be refined during final conceptual development based on input from a traffic consultant, discussions with the NHDOT, and information from the stakeholder's review.

1. Introduction:

The Rye Harbor State Marina public waterfront facility consists of an access road, gatehouse, staging area, maneuvering area, ramp, day-use parking areas (vehicles and trailers), long-term boat storage areas, Isle of Shoals passenger vehicle parking area, IBH prep area, and wash down area.

A study was completed to evaluate the safety and efficiency of the current layout and develop concepts to improve the existing layout.

The goals of the study are to:

- a. Develop standard design criteria, and create concept plans that improve safety, utilization, and circulation.
- b. Review and discuss concept alternatives and guidelines with stakeholders.
- c. Evaluate the main drive for conformance with standard safety criteria.
- d. Develop a final conceptual plan with layout information, parking space count, and a summary report.

The boat ramp, recreation pier, customer parking, and entrance drive were evaluated as part of this study.

2. Concept Layouts Summary and Development:

2.1. General:

The concepts have differing approaches to parking layouts and circulation.

Concept 1 demonstrates how the existing drive can be converted to a one-way entrance with head in angled parking and creates a new exit drive onto Route 1A (note: the entrance/exit configuration shown in Concept 1 could be accommodated in any of the other layouts). The concept provides for angled head-in day use trailer parking and passenger vehicle parking oriented in an east to west direction.

Concept 2 retains the existing access road configuration onto Route 1A but eliminates the on-drive parking. Day use trailer parking is accommodated in a mostly pull-through arrangement. Day use passenger vehicle parking is oriented in a north-south alignment, and staff/short term parking is in an east to west orientation

Concept 3 demonstrates how the existing drive can be converted to a one-way entrance with back-in angled parking and creates a new exit drive onto Route 1A. Day use trailer parking is accommodated in a pull-through arrangement. Day use passenger vehicle parking is oriented in a north to south alignment, and staff/short-term parking is in an east-west orientation.

Concept 4 retains the existing access road configuration onto Route 1A but eliminates the on-drive parking. The concept provides for angled head-in day use trailer parking and passenger vehicle parking oriented in a north to south direction, and staff/short term parking is in an east west orientation.

The following table summarizes the number of parking spaces provided for each concept. This parking count will change slightly depending on which entrance/exit configuration is used for the parking layout.

Concept	Day Use Vehicle -Trailer Spaces	Day Use Vehicle - Passenger Spaces	Crew Spaces	Access Road Spaces	Star Island Spaces	Overflow Spaces	Long Term Trailer Spaces ³
Existing	30	77	27	12	12-15	20-25	61
1	33	75	28 ¹	14 ¹	12-15	20-25	6+/- lost for exit
2	32	103	25 ²	0	12-15	20-25	61
3	31	84	27 ¹	15 ¹	12-15	20-25	6+/- lost for exit
4	33	90	25 ²	0	12-15	20-25	61

¹ Includes two additional handicapped spaces

² Includes four additional handicapped spaces

³ Average, varies seasonally

2.2. Main Access Road:

2.2.1. Existing Condition:

The two-way drive is 24 feet wide and has 12 angled parking spaces on the north side. The southbound Route 1A lane is designated for passing at the site drive. Sight distance onto Route 1A to the north could be restricted by boat storage. The access road has a bituminous concrete surface.

2.2.2. Solutions Explored:

- a. Concept 1 looks at the potential to convert the main access road to one-way (entrance only) and head-in angled parking along the north side. A new exit is proposed approximately 200 feet north of the existing drive.
- b. Concepts 2 & 4 retain two-way main access road. The road is widened, the on-road parking is eliminated for safety, and the turning radii improved.
- c. Concept 3 is like Concept 1 but has back-in angled parking along the drive. Back-in parking improves maneuvering sight distance but may be confusing to the average driver.
- d. The sightlines are improved by positioning boat storage to minimize conflicts (note: design standards for sightlines have not yet been evaluated).
- e. The potential to eliminate the passing zone on Route 1A has not yet been evaluated.
- f. Concepts with a new exit drive will require additional pavement, curbing, and signs at the Route 1A approach.

2.3. Gate House:

2.3.1. Existing Condition:

The gatehouse location does not allow queueing of entering traffic without blocking the entrance intersection. The structure is old and will likely be replaced in the near term. The existing structure is currently not provided utilities.

2.3.2. Solutions Explored:

- a. The gate house is relocated to allow the maximum practical on-site queueing in all concepts.
- b. The gate house relocation will require some curbing and traffic island construction. It would also allow an opportunity to install conduits (water, communication, and electrical) as a part of that work.

2.4. Staging Area (Launch Ready, Tie-Down and Washdown Areas):

2.4.1. Existing Condition:

Staging is directed by attendants when present and typically occurs where space permits. Sometimes, staging is mixed with trailer maneuvering or occurs in travel aisles. The staging area's surface is gravel and unmarked. No change in the surface material is planned.

A freshwater hose is provided from the main building to the southwest corner of the parking lot. The location of the hose and washdown limit oversight by attendants.

2.4.2. Solutions Explored:

- a. All concepts provide at least two 12' x 60' Ready Areas and Tie-down/wash areas. A consideration on offering one of the staging areas as a new washdown area is recommended.
- b. It is not practical to fully separate the Ready Areas from the maneuvering area, given the proximity of the ramp to the entrance. However, Concepts 2, 3 & 4 create protected ready areas and an area to wait for the ramp to clear to improve safety.
- c. The Tie-down areas are located along with the long-term boat storage. One of the two areas shares a space with the washdown area. As this is very short-term parking, the brief blockage of the long-term boats is considered acceptable. During peak periods, additional tie-downs could occur along the storage area.
- d. An opportunity exists to relocate the washdown area to a more visible location near the ready areas if the gate house is relocated

2.5. Maneuvering Area:

2.5.1. Existing Condition:

The existing maneuvering area provides proper alignment to the ramp. However, it is located where all site traffic (vehicles and pedestrians) must pass through and create potential safety issues and conflicts. The surface of the maneuvering area is gravel and marked with concrete barriers to control vehicle movements. No change in the surface material is planned.

2.5.2. Solutions Explored:

- a. Concepts with a one-way entrance and new exit drive reduce the conflicting movements in the maneuvering area.
- b. Concepts 2, 3 & 4 provide a protected area to wait for the ramp to clear.

- c. Traffic control in the maneuvering area with either blocks or curbing is contemplated under all concepts.

2.6. Ramp:

2.6.1. Existing Condition:

The Ramp location is fixed. Ideally, it would be located further from the entrance; however, relocation is not practical given environmental and financial constraints.

2.7. Parking:

2.7.1. Existing Condition:

Existing day-use trailer parking is along the harbor riprap. The vehicles/trailers are oriented perpendicular to the riprap. None of the spaces are pull-through. Two-way traffic patterns are used throughout the area. The existing parking area surface is gravel and marked with lime to control vehicle movements. No change in the surface material is planned.

2.7.2. Solutions Explored:

- a. Concept 1 utilizes head-in angled parking for the vehicle/trailer combinations, making trailer maneuvering easier than the existing perpendicular ordination. A standard perpendicular parking configuration aligns day-use passenger vehicles east to west. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments will be difficult to maintain with a gravel-surfaced lot.
- b. Concept 2 utilizes mostly pull-through angled parking for the vehicle/trailer combinations. Depending on availability, vehicle/trailer combinations can also use these spaces as head-in or back-in. The day-use passenger vehicles are aligned north to south in a standard perpendicular parking configuration. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The trailer parking is located away from the ramp (not desirable). The trailer space lengths vary, and the longer length spaces can accommodate two vehicle trailer combinations; however, efficient use of the space may require attendant assistance to prevent parking in the middle of the space.
- c. Concept 3 utilizes pull-through parking spaces for the vehicle/trailer combinations, which is the most desirable configuration for safety and maneuverability. The day-use passenger vehicles are aligned north to south. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments are favorable for the gravel-surfaced lot.
- d. Concept 4 utilizes head-in angled parking for the vehicle/trailer combinations, making trailer maneuvering easier than a perpendicular orientation. The day-use passenger vehicles are aligned north to south. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments are favorable for the gravel-surfaced lot.
- e. All concepts use east to west orientation for staff and short-term parking. This allows for the maximum number of spaces in an orientation that does not require travel through the staging areas.

2.8. Long Term Boat Storage Area:

2.8.1. Existing Condition:

Approximately, 61 spaces are provided for trailered boats are stored along Route 1A. The number of spaces occupied varies depending on seasonal need.

2.8.2. Solutions Explored:

No substantial changes are required. In refining concepts, items to consider are assuring sightlines are not impacted at the drive(s) onto Route 1A. In addition, it may be advantageous to identify areas to shorter and longer stored boats depending on the site layout constraints. These areas have been shown on the concept plans. Angled spaces were explored as an alternative, however there was a loss in the number of spaces available.

2.9. Pedestrian/Handicapped Access:

2.9.1. Existing Condition:

No designated pedestrian crossing area exists at Main Drive and to the restrooms. Two designated handicapped parking and access ways exist at the restroom area.

2.9.2. Solutions Explored

- a. All concepts provide a crosswalk to access the kiosks along the main drive.
- b. Some additional handicapped areas could easily be added in the staff parking area and along the access drive as shown in various concepts if they are deemed warranted.
- c. The layouts do not bring the site into compliance with applicable ADA accessibility requirements; however, parking attendants can make additional maneuvering space available on an as-need basis with a gravel lot.

3. Design Guidelines:

The following guidelines were used in developing the conceptual plans. They are based on generally accepted standards and our experience in designing similar facilities:

3.1. Design Vehicle:

- a. The design tow vehicle is a 19' tow vehicle with a 26' boat on a trailer (45' combined with boat, 42' combination without boat). The width is 8 feet.
- b. Large trucks (IBH) utilize the facility. Minimum turning radii for the expected route will be incorporated into the layout.

3.2. Main Access Drive:

- a. The minimum main access drive width is 20 feet for one-way traffic and 24' plus two 2-foot shoulders for two-way traffic.
- b. An adequate sightline must be provided at Route 1A (TBD) intersection.
- c. Turning radii are based on standard criteria for the towing combination.

3.3. Staging Areas:

- a. One ready area and one tie-down area should be provided per launch lane (2 each).
- b. The staging areas shall be 12' wide and 60 feet long.
- c. Ideally, the Ready Area will be located before the ramp maneuvering area, and the Tie-Down is situated after that ramp.

3.4. Maneuvering Area:

- a. The minimum approach and departure lanes width are 20 feet.
- b. The width of the area should match the ramp width.
- c. The minimum length is 50 feet from the end of the approach curve (the approach curve radius is 20 feet).

3.5. Parking Areas

3.5.1. Towed Vehicles:

- a. Standard towed combination = 40' x 10' (42' if no overhang available).
- b. Double axel towed combination = 45' x 10' (47' if no overhang available).
- c. Angled parking (60 or 45 degrees) is preferred.
- d. One-way circulation is preferred.
- e. Pull through spaces are preferred.
- f. Locate as close to the ramp as practical.
- g. The minimum width of the parking aisle is 25.'

3.5.2. Passenger Vehicles:

- a. Parking stall size = 9' x 20' Preferred (9' x 18' min with wider aisle)
- b. The minimum aisle width is 24' for two-way travel, can be reduced to 15' for one-way 60 degrees angled.
- c. Long-term parking users (Isle of Shoals visitors) require 24-hour unrestricted egress for parked vehicles.
- d. Handicapped accessible parking and access requirements were not evaluated.

3.6. Long Term Boat Storage:

- a. The standard boat stored on the trailer is 26 feet long by 8 feet wide.
- b. The minimum parking stall size provided is 26 feet by 10 feet
- c. The preferred parking stall size is 30 feet by 10 feet.
- d. Angled parking (60 or 45 degrees) is preferred for back-in parking.
- e. The minimum aisle width is 30 feet (based on head out maneuvering).

3.7. IBH Prep Area:

- a. IBH requires an area for prepping boats before launch and after retrieval.
- b. IBH operations are seasonal and occur during non-peak season (spring/fall) making the area available for parking use during the peak seasons.
- c. IBH uses a short tractor and 45-foot double axel trailer.
- d. A Laydown area for rigging boats with a truck-mounted crane is required; the approximate rigging area required is 50' x 35'.
- e. Multiple rigging areas are preferred to accommodate a high tide launch window.

3.8. Wash down Area:

- a. A single washdown area is required.
- b. The minimum size is 12' x 60'.
- c. The existing water connection is at the southwest corner of the parking area.

Please do not hesitate to reach out with any comments or questions.

Regards,

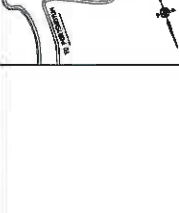


Lawrence Wagner, P.E.
Principal-in-Charge



Kyle Vandemoer, P.E.
Project Manager

Attached: Rye Harbor Driveway & Parking Study Design Concepts



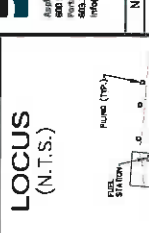
NOT FOR CONSTRUCTION
ISSUED DATE: JANUARY 21, 2022
CLIENT REVIEW
ISSUE DATE: JANUARY 21, 2022
DESIGN NO. / DESCRIPTION: 19-002 / RYE HARBOR MARINA
BY: DWG
DATE: 01/21/22
APPROVED BY: [Signature]
DRAWING FILE: 19-002-01.DWG
SCALE: (22'x34') 1" = 30'
 (11'x17') 1" = 60'

PEASE DEVELOPMENT AUTHORITY
 DIVISION OF PORTS AND HARBORS
 555 MARKET STREET
 PORTSMOUTH, NH 03801

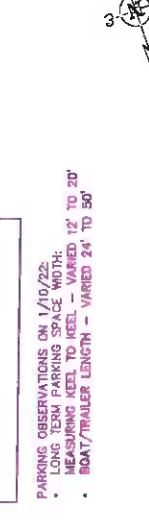
PEASE DEVELOPMENT AUTHORITY
 DIVISION OF PORTS AND HARBORS
 555 MARKET STREET
 PORTSMOUTH, NH 03801

PROJECT: RYE HARBOR DRIVEWAY & PARKING STUDY
US ROUTE 1A RYE, NH

TITLE: CONCEPT 3 - PARKING / ACCESS IMPROVEMENT PLAN
SHEET NUMBER: CO - 3



LOCUS (N.T.S.)

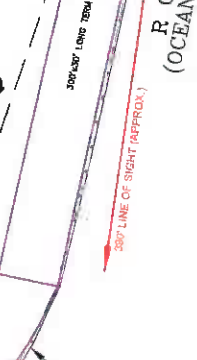


VEHICLE ONLY	126 SPACES
48'x10' SPACE	23 SPACES
50'x10' SPACE	8 SPACES

PARKING OBSERVATIONS ON 1/10/22:

- LONG TERM PARKING SPACE WIDTH: MEASURING KEEL TO KEEL - VARIED 12' TO 20'
- BOAT/TRAILER LENGTH - VARIED 24' TO 50'

- SITE NOTES**
1. THESE PLANS ARE INTENDED FOR PRELIMINARY PLANNING PURPOSES ONLY TO ILLUSTRATE DESIGN ALTERNATIVES TO IMPROVE ON-SITE PARKING AND VEHICULAR ACCESS AT RYE HARBOR.
 2. THE UNDERLYING SURVEY IS BASED ON THE EXISTING CONDITIONS SURVEY PREPARED BY DOUGLET SURVEYING, INC. IN APRIL 2005 AND USED WITH PERMISSION FROM APPLODORE MARINE ENGINEERING, INC. SITE CONDITIONS THAT MAY HAVE CHANGED ARE NOT FULLY REPRESENTED. ANY CHANGES TO THE SURVEY DATA WERE COMPLETED BY ALTUS ENGINEERING, INC. IN JANUARY 2022.
 3. THE PLANS DO NOT REPRESENT A BOUNDARY OR TOPOGRAPHIC SURVEY OF THE SITE.
 4. METEOROLOGICAL OBSERVABLE TIDE LINE BOUNDARIES HAVE NOT BEEN DETERMINED.
 5. ANY PHYSICAL IMPROVEMENTS TO THE SITE MAY REQUIRE STATE AND LOCAL PERMITTING.
 6. THE PARKING LOT LIES WITHIN FEMA FLOOD ZONE AETD AS DEPICTED ON MAP 3301020208P EFFECTIVE 1-28-21.



192325

RYE HARBOR MARINE FACILITY



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

Dated: February 6, 2023

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Introduction

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

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

Rye Harbor History



Rye Harbor Circa 1940

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



Rye Harbor 1962 – Post Dredge

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



Business Activity

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

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

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

² Information on transactions was provided by the referenced businesses.

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

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

Commercial Fishing Activity

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

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

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

* To date as of 12/12/2022

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

First Responder Support

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

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

Video Link to Rye FD Jet Ski demonstration:

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

Jurisdiction and Authority

The PDA, acting through DPH, has;

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

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

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

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

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

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

General Financial Situation

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

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

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

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

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

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

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

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

Rye Harbor Access Agreements Pier Related Permits

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

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

Pier Use Permits:

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

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

Examples of Pier Use Permit Fees:

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

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

- **Kittery, ME** – Kittery charges \$10 per foot for a resident and \$20 per foot for a non-resident for annual pier-use. Kittery charges a \$50 single pier-use fee for residents with non-residents paying \$100.
- **Bar Harbor, ME:** Bar Harbor's "*Commercial Use Fee*" generally mirrors the PDA-DPH Pier Use Permit. It is exclusive to those engaged in commercial fishing, granting use of hoists, docks, ramps, dumpsters, and a parking permit for \$250.

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

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

Examples of Skiff Fees:

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

Moorings, Mooring Permits and Waitlists

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

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

- Types of Moorings:

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

A general use mooring permit holder may submit an application to change the category of his or her existing mooring to a commercial use mooring permit at any time during the permit year provided he or she meets all of the commercial mooring application requirements contained within the Commercial Use Mooring Permit requirements found in Pda 506.08. Should they do so the permit must remain commercial and cannot return to general use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comparable State Contracts

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

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

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

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

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

Parking Related Permits

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

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

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

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

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

Examples of Parking Fees Charged by Similar Facilities

- Parking for Hampton Beach State Park and Wallis Sands State Park;
 - \$15 for Cars
 - \$30 for an RV, Empty Bus or Van.

- Parking for Maudslay State Park, Newburyport;
 - MA Resident Vehicle - \$5
 - Non-MA Resident Vehicle - \$20

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

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

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

Daily parking and daily combination parking tickets are nontransferable.

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

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

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

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

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

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

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

Fuel Sales and Vessel Storage

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

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

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

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

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

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

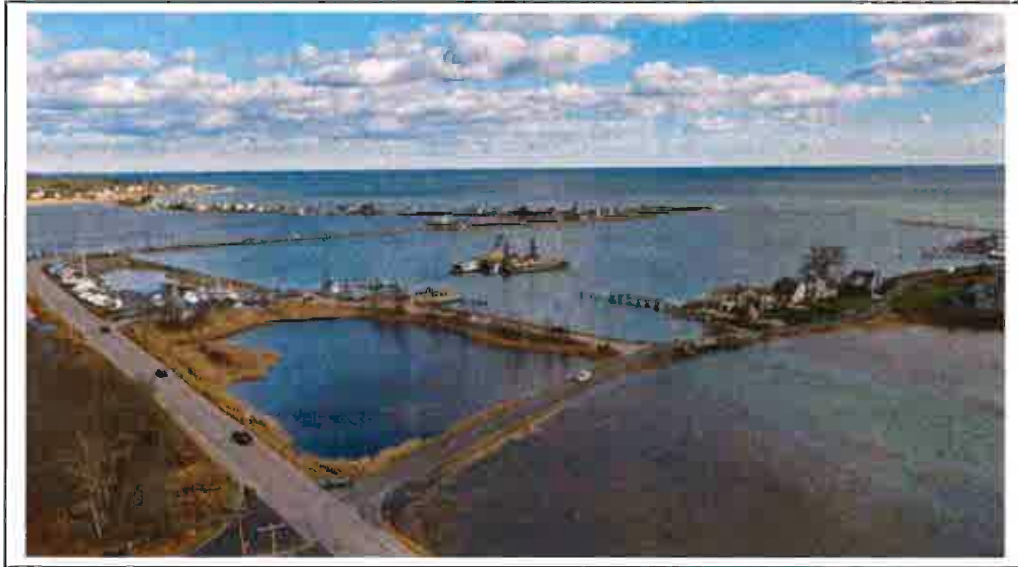
Over the summer, the division saw 63 vessels stored within the facility at a rate of \$36 per foot. PDA-DPH collected a total of \$48,979.00 in storage fees. The total vessel storage revenue collected for the FY was \$72,563.00.

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

Environmental Challenges

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

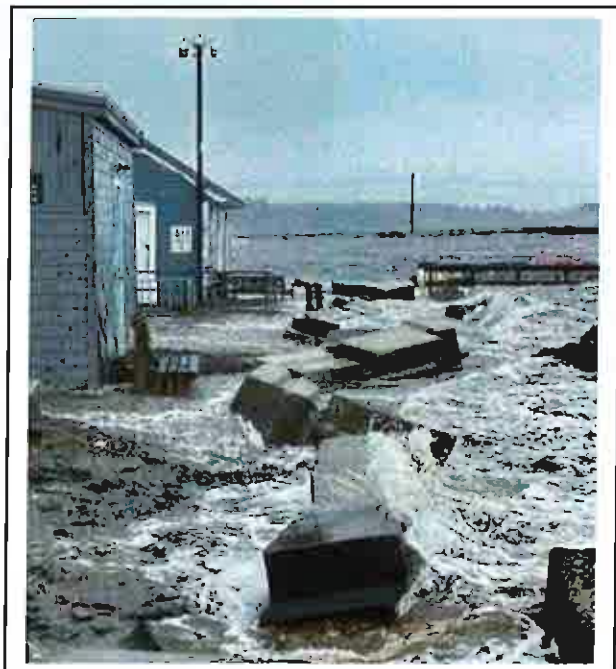
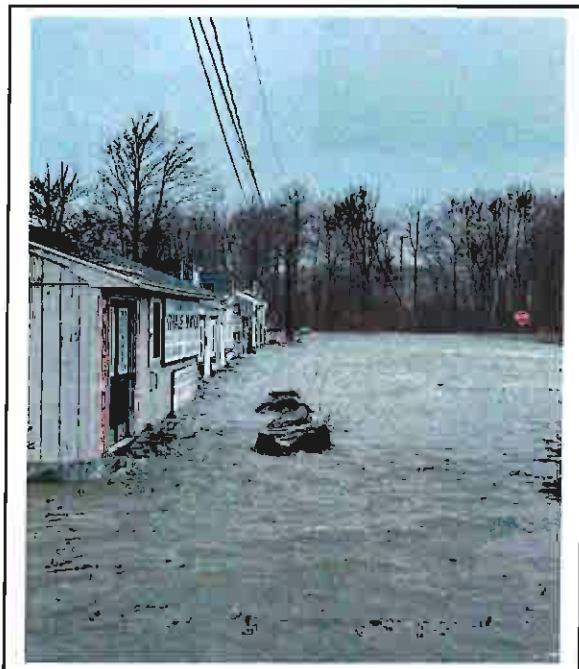
Even when there is no storm activity, the facility will see some flooding an average of twice per month during spring tides (sometimes referred to as King tides). The following pictures were taken as part of the 2020 dredge of Rye Harbor.



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



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



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



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

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

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

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

WMUR article link featuring Rye Harbor:

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

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

Roadway cleanup/repairs: \$12,000.

Seawall Repairs: \$10,000 (Minimum)

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

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

Emergency Line Handling: \$4,000

Building Inspection: \$2,600

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

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

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

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

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

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

Hoist control handles: \$1,125.00

Actual costs: \$34,725.00+/-

Potential costs: \$147,000.00+

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

Potential Infrastructure Improvements

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

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

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

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

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

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

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

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

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

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

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

Potential Funding Streams –

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

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

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

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

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

Executive Summary

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

Short-Term Recommendations:

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

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

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

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

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

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

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

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

Historically, enforcement of the parking rules relied completely on the cooperation of the facility's tenants. On numerous occasions tenants would dismiss the rules established by DPH and the official signs placed on the access road and in other areas within the

facility. When tenants saw what they perceived as preferential treatment being afforded to another tenant, or blatant disregard for the rules and official signage, they felt empowered to engage in similar activity. This has created a great deal of conflict between the tenants, the staff, and PDA-DPH. Uniform treatment and enforcement of parking requirements must become the norm at Rye Harbor.

The Chief Harbor Master (CHM) and the Deputy Chief Harbor Master (DCHM) are certified police officers in the State of New Hampshire. Their positions require that they "...hold a valid and current certification as a full-time police officer in accordance with RSA 106-L:6 and any rules adopted thereunder" (RSA 12-G:42, III). Further, the CHM and DCHM are further empowered "enforce, investigate, and prosecute [any] "[o]ffense under New Hampshire law occurring on division property [or] on vessels secured to or immediately adjacent to division property." (RSA 12-G:51).

Historically, the CHM and the DCHM have limited their enforcement actions to the laws contained within RSA 12-G and the administrative rules directly associated with the divisions operations. That said, the CHM and DCHM could take on an expanded enforcement role as it relates to the enforcement of the motor vehicle laws contained within the New Hampshire Statutes, specifically those found within RSA 265:68, Stopping, Standing or Parking. Consultation with the New Hampshire Attorney General's Office may be necessary before taking any increased enforcement action.

- **Potential changes to Right of Entry and Concession contract terms:** Presently, as outlined in the "Rights of Entry and Contracts" section of this report, there are 17 businesses in Rye Harbor that have ROE's and one food concession agreement with PDA-DPH. 16 of those businesses combine a water-based business with a land based structure or "shack". These ROE's all expire on June 30, 2023.

The \$1,000 per season fee charged for a general ROE within the Rye Harbor Marine Facility has not been increased in many years and an increase should be considered in future years. Additionally, any new ROE's should include, but not be limited to, provisions relating to the following:

- 1) Holders of a ROE agree to comply with the parking scheme designed and enforced by DPH and understand that failure to do so will result in a loss of driving and parking privileges at the Rye Harbor Marine Facility and / or a summons for the violation of the parking laws outlined in section RSA 265 of the NH Revised Statutes Annotated; and
- 2) Use of the shack facility is strictly limited to the permitted use under the ROE. Any amendment to that use requires permission from the PDA-DPH and the negotiation of additional ROE terms to support the activity.

PDA-DPH recommends that RHS and RHLF along with any other entity that wishes to sell restaurant style, ready to eat food items at Rye Harbor, be required to enter into Food Concession Contracts that include the standard per year rental fee contained in the general ROE (historically \$1,000) and the payment of a percentage of gross profits based on their gross receipts, similar to the agreements identified in the "Concession Contracts" section of this report. This would treat these food service businesses in a manner consistent with similar operations on other state property, generate revenue for facility maintenance and improvements, and recognizes that state property should not be used to potentially put these food service businesses at a competitive advantage to similar operations on private property. Additionally, the ROE's must address clear requirements for waste collection and provide a single area within the facility for the location of picnic tables where purchased food could be consumed.

As it relates to a concession fee, PDA-DPH recommends a 10% of gross revenue rate, which is consistent with the rate charged by DNCR just up the road at another state-owned facility, but somewhat lower than the rates charged at the Pease International Tradeport.


Finally, PDA-DPH recommends that these new ROE's and Concession Contracts run from July 1, 2023 through April 30, 2025. This term would allow an opportunity to see how these new provisions work, allow for adjustments in future ROE's, and result in putting these ROE's on terms that more closely align with seasonal operations (May 1 through April 30).

- **Expand Pier Use Permit requirements to include Vendors conducting business with the commercial fishing fleet.** DPH is in the process of amending and readopting Section Pda 600 in the Pease Development Authority's administrative rules. PDA-DPH proposes to require those companies purchasing catch from fishermen landing their catch at DPH facilities to apply for a Pier Use Permit covering their business activities, including the use of the facility's piers and hoists, and to indemnify PDA-DPH for any related loss.

Long-Term Recommendations:

- **Parking:** PDA-DPH will engage in a continued review of facility parking management to determine the most appropriate and cost effective way of managing the limited parking resource at the facility, with consideration of things such as nature of use, graduated rates, limited temporary free parking, increased use of technology, and parking impact fees.
- **Physical Improvements to the facility's infrastructure:** PDA-DPH has the option of investing in the projects identified in the "*Potential Infrastructure Improvements*" section of this report. Should it be determined that any of these projects should be undertaken, any one of the funding sources could be considered to potentially fund the planning, permitting, and construction. PDA-DPH also has the option of seeking funding directly from the State of New Hampshire as part of a capital improvement effort.
- **Implement recommendations made in the Rye Harbor Parking Study:** PDA-DPH has the option of fully considering the plans contained within the parking study, potentially adopting one of the four conceptual plans, a portion of one or several plans or continuing operations as they are now and adopting the optional parking scheme with enhanced requirements added into the ROE's and enforcement options.
- **Boat Storage:** PDA-DPH will evaluate seasonal boat storage policies/procedures in regards to the facility space occupied and monetary return.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: December 23, 2024
Re: Special Event

I am pleased to report on the following special event:

- A. Millennium Running will hold its St. Patty's 5k/10k Road Race on Sunday, March 9, 2025, at 10:00 a.m.