

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 November 18, 2025 * (Ferrini)**
- III. Public Comment:**
- IV. Committees:**
 - A. Report:**
 - 1. Port Committee *
- V. Old Business:**
 - A. Approval:**
 - 1. Rye and Hampton Harbor Marine Facilities – Shack Rights of Entry – One Year Extension * **(Fournier)**
- VI. Consent Agenda Items:**
 - A. Consent Agenda Approvals: * (Parker)**
 - 1. Portsmouth International Airport at Pease – Runway Deicer – Nachurs Alpine Solutions, LLC * **(Levesque)**
 - 2. Portsmouth International Airport at Pease – Right of Entry - Pease Greeters * **(Semprini)**
 - 3. Pease Development Authority - Fred C. Church – Insurance Renewal * **(Ferrini)**
 - B. Consent Agenda Approval with Waiver:**
 - 1. Portsmouth International Airport at Pease - USDA / WS Wildlife Control Proposal at Airports * **(Conard)**
- VII. Finance:**

Finance Director Anzalone will provide a verbal report.
- VIII. Licenses/Rights of Entry/Easements/Rights of Way:**
 - A. Report: ***
 - 1. Right of Entry – City of Portsmouth Police Department – Hampton Street

IX. Leases:

A. Report: *

1. Sublease between 325 Corporate Drive II, LLC, Bottomline Technologies, Inc., Market Square Architects and ReArch Company, Inc. at 325 Corporate Drive
2. Sublease between Farley White Pease, LLC and Dakota Wealth LLC at 100 Arboretum Drive

X. Contracts:

A. Report: *

1. Pease Development Authority – PDA’s On-Call Environmental Engineering Consultant Fuss & O’Neill – Preparation of Draft Notice of Intent
2. Pease Golf Course – B&H Photo – Three (3) Overhead Projectors for Simulator Room

B. Marketing Funds Report: *

1. Airport One, LLC

XI. Signs:

A. Report:

No items to report

XII. Executive Director:

A. Reports:

1. 2026 Meeting Schedule *
2. 2026 PDA Holiday Schedule *
3. Elections (Vice-Chair and Treasurer) *
4. Committee Appointments *
5. Lonza Biologic, Inc. – Wetland Permit Submission regarding Hodgdon Brook *
6. Golf Course Operations *
7. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) November 2025 *

XIII. Division of Ports and Harbors:

A. Reports:

1. Division of Ports and Harbors Facilities Report *
2. Appledore Marine Engineering, LLC – Marine Engineering Services – Exercise Last of Three One-Year Options *
3. Right of Entry – Atlantic Marine Corporation & Irving Oil Terminals, Inc. – Bulk Fuel Deliveries *

B. DPH Consent Agenda Approvals: * (Semprini)

1. Hampton Harbor Marine Facility – Right of Entry Transfer from Robert Nudd to Joshua Heath * **(Conard)**
2. Market Street Terminal – Army Corp of Engineers - Permitting for Functional Replacement * **(Fournier)**
3. Initial Proposal of Schedule of Fees, Mooring Permit and Wait List Application * **(Levesque)**

XIV. New Business:

A. Report:

No items to report

B. Grant Applications Filed in November:

No items to report

XV. Special Event:

A. Report:

No items to report

XVI. Upcoming Meetings:

Board of Directors

January 13, 2026 @ 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

***SAMPLE* MOTION**

Director Ferrini:

I make a motion to accept the meeting minutes of the Board of
Directors' meeting held on November 18, 2025.

N:\RESOLVES\2025\Approve Minutes 11-18-25 (12-16-25).docx

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

Tuesday, November 18, 2025

Presiding: Steve Duprey, Chairman
 Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Karen Conard; Susan B. Parker; and Brian Semprini
 Absent: Steve Fournier
 Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director / General Counsel; Josh Wyatt, Deputy General Counsel; Suzy Anzalone, Director of Finance; Tim Riese, Golf Course PGA Professional; Michael R. Mates, Director of Engineering; Jared Sheehan, Assistant Director of Engineering and Environmental Compliance; Richard Hartley, Director of Ports and Harbors; Chasen Congreves, Business Development; Andrew Pomeroy, Manager of Aviation Compliance & Safety; Greg Siegenthaler, IT Director; and Raeline A. O'Neil, Executive Administrative Assistant
 Minutes Prepared By: Raeline A. O'Neil, Executive Administrative Assistant

AGENDA

I. Call to Order:

Chairman Duprey ("Duprey") called the meeting to order; the meeting commenced at **8:30 a.m.**

II. Acceptance of Meeting Minutes: Board of Directors' Meetings of October 21, 2025, and November 5, 2025

Director Levesque **moved** the **motion** and Director Parker **seconded** to accept the meeting minutes of the Board of Directors' meetings held on October 21, 2025, and November 5, 2025 (public and non-public).

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

III. Public Comment:

Duprey reminded those wishing to speak would be provided three (3) minutes.

Rev. Christina McKnight of Portsmouth, NH, spoke to ICE deportations occurring around the U.S. and asked the Board to make conscious choice.

Victoria Nepris of Dover, NH, stated the Board's inaction will be remembered; the Board needs to stand up to protect the community and working class.

Duprey stated since the Board meeting in October only one flight has departed from Portsmouth International Airport at Pease ("PSM") due to Hanscom being closed.

Devin Gallagher stated he would be speaking later in the meeting as a presenter to item XIV A.2.

Kathleen Slover spoke to ICE arrests, deportation and racial profiling; urged Board to discourage ICE flights out of Pease.

Hazel Spires an attorney, spoke to a handout she provided to the Board in response to Brean's memorandum provided at the September 16th Board meeting regarding ICE deportation flights and abilities to regulate.

Duprey asked PDA's legal counsel to review information provided.

Kline Dickens of N. Hampton spoke to designation of Pease being an EPA superfund site and ICE deportation.

Duprey spoke to working with the State's delegation on clean-up of PFAS, that this is a nationwide issue, and PDA's diligence in mitigation.

David Delorey requested his comments be allowed during item XII.C.

Duprey affirmed allowing Delorey's comments as requested.

Adam Baker of Rye, NH, stated a need for change, but he did not agree with item XII. C. as submitted and requested denial of the Petition.

Damon Frampton of New Castle, NH, spoke to the funding provided for the improvements to the Portsmouth Fish Pier ("PFP") and expressed a lack of understanding on how the commercial fishing industry operates. Requested a member of the Board he could communicate with to discuss concerns; Director Conard will be point of contact moving forward. NH Commercial Fishing Association (NHCFA) is in communication with the Governor and appreciates the line of communication with the Board moving forward.

Duprey inquired into the number of NHCFA members there were; Frampton estimated about fifty (50).

Duprey asked how many members make 50% of their annual income from commercial fishing; Frampton replied, most.

Duprey spoke to a need for a cost benefit analysis of those whose living is made at each harbor; Frampton stated he would look into the request.

Joshua Ford spoke to the leadership at DPH, the hard work and approachability of staff who too are providing ideas; there is an ability for growth at the PFP.

DJ Blouin of Rye, NH, spoke to change, transparency and modifications to the management team at Rye Harbor; need a set of rules moving forward with focus on specific direction.

Russ Hilliard of Hampton, NH, an owner of Swell Oyster Co. in Hampton since 2017; spoke to the two structures at Hampton Harbor, multiple employees (yearly and seasonally) and his investment in business/structures.

Duprey inquired into the number of employees; Hilliard stated off-season there are four (4) and up to ten (10) employees.

Duprey spoke to the Rye Harbor Study recently provided to the Board which will be discussed at this meeting and others, moving forward.

IV. Committees:

No Items to Report

V. Old Business:

A. Report:

1. **Executive AirDock – Hampton Street - Site Review Approval Extension**

Director Ferrini moved the motion and Director Conard seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes a one (1) year extension to the Site Review approval granted in December, 2021, to Executive AirDock, LLC for a development on the premises located at 5, 7, 19 and 21 Hampton Street; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated October 22, 2025.

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

VI. Consent Agenda Items:

A. Consent Agenda Approvals:

1. **Pease Development Authority - Legal Services**
2. **Pease Development Authority – Procurement of Diesel and Unleaded Fuel – Sprague Operating Resources, LLC**
3. **Portsmouth International Airport at Pease – Dump Truck and Trailer - O'Connor Motor Co.**
4. **Pease Development Authority - KOALD Design, LLC – Lease Amendment 2**
5. **Pease International Airport at Pease – Republic Services – Oil/Water Separator Cleaning**
6. **Pease Development Authority / Portsmouth International Airport at**

**Pease - Workorder and Inspection Management Software –
Aerosimple**

Director Conard moved the motion and Director Levesque seconded that the Pease Development Authority Board of Directors hereby moves that item numbers 1-6 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. Pease Development Authority - Legal Services
2. Pease Development Authority – Procurement of Diesel and Unleaded Fuel – Sprague Operating Resources, LLC
3. Portsmouth International Airport at Pease – Dump Truck and Trailer - O'Connor Motor Co.
4. Pease Development Authority - KOALD Design, LLC – Lease Amendment 2
5. Pease Golf Course – Republic Services – Oil/Water Separator Cleaning
6. Pease Development Authority / Portsmouth International Airport at Pease - Workorder and Inspection Management Software – Aerosimple

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

B. Consent Agenda Approval with Waiver:

1. Pease Development Authority - Flightline Road – S.U.R. Construction and Tighe and Bond
2. Pease Golf Course – Golf Netting – Premier Fencing LLC

Director Parker moved the motion and Director Conard seconded that the Pease Development Authority (“PDA”) Board of Directors hereby moves that item numbers 1-2 from the consent agenda with waivers listed below be approved as a single consent agenda with waivers item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.

1. Pease Development Authority - Flightline Road – S.U.R. Construction and Tighe and Bond
2. Pease Golf Course – Golf Netting – Premier Fencing LLC

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

VII. Finance:

A. Executive Summary

B. Reports:

1. FY2026 Financial Report for the Three-Month Period Ending September 30, 2025

2. Cash Flow Projections for the Nine Month Period Ending July 31, 2026

Suzy Anzalone ("Anzalone"), PDA Finance Director, provided highlights of the PDA financials and stated the operating revenue is on budget. She spoke specifically to DPH wharfage and dockage fees variance being related to seasonal fluctuation; anticipating arrival of vessels will bring this closer to budget. Operating expenses are under budget by 9.4%, operating income is performing favorably and nothing significant to discuss regarding any business units aside from Division of Ports and Harbors ("DPH") with wharfage / dockage and fuel sales being under budget. Anzalone did inform the Board that the operating expenses are under budget, thus making DPH's operating results slightly under budget on a year to date basis.

Anzalone spoke to current assets, capital expenditures and cash in /out flow projections. Further spoke to larger internally funded capital expenditures such as the being Air Traffic Control Tower ("ATCT"), Golf Irrigation (replacement / repairs) and parking expansion at the terminal as well as grant funded projects and effects to PDA's cash flow.

Spoke to projected in / out flows at DPH and designated funds (i.e., Barker Wharf Maintenance Fund ("BWMF") and Marketing and Maintenance Fund ("MMF") and while they haven't been utilized recently, they are included in the total cash balance. There have been discussions regarding the usage of these funds, so she wanted to outline the unrestricted cash available for operations.

Duprey asked of the revenue source of the funding; Anzalone indicated the BWMF is funded \$5,000/yr. from the Isle of Shoals Steamship Co.; the MMF may have been State funded when transferred DPH, but not 100% sure as no additional funding received. Hartley spoke to the marketing of the facilities for public awareness. Anzalone spoke to improving cash flow in order to continue to make improvements.

Duprey spoke to a variety of funds received from the legislature this past session for improvements to the Main Wharf Dredging, Rip Rap Repair at Hampton and Rye Harbor and Market Street Marine Terminal Warehouse Removal and Office Replacement; the legislature on understands harbors/ports change with every storm.

Duprey expressed the appreciation with the level of information and transparency provided in the financial reports provided to the Board at its meetings.

Director Levesque left the room at 9:07 a.m. and returned at 9:09 a.m.

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

A. Report:

1. Port City Air – Right of Entry – North Fuel Farm Airport Operations Area
2. Piscataqua Landscaping and Tree Service, LLC – Right of Entry – 31 Exeter Street

3. City of Portsmouth and S.U.R. Construction, Inc. – Amended Right of Entry – Jones School Property and Ashland Road for Corporate Drive Reconstruction Project

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: Port City Air
License: Right of Entry
Location: North Fuel Farm Airport Operations Area
Purpose: Help in facilitating PCA pavement repairs at the north fuel farm by Wm. Shapleigh & Sons Construction Co. Inc.
Term: October 29, 2025, through November 7, 2025
2. Name: Piscataqua Landscaping and Tree Service, LLC
License: Right of Entry
Location: 31 Exeter Street
Purpose: Storage of road salt
Term: November 15, 2025, through April 30, 2026
3. Name: City of Portsmouth and S.U.R. Construction, Inc.
License: Right of Entry
Location: Jones School Property and Ashland Road for
Purpose: Corporate Drive Reconstruction Project
Term: Extension through December 15, 2025

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

IX. Leases:

A. Report:

1. Sublease between Farley White Pease, LLC and Amadeus Hospitality, Inc. at 100 Arboretum Drive

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

1. Tenant: Amadeus Hospitality, Inc.
Space: 100 Arboretum Drive (Suite #358)
Use: General Office use and customary accessory uses
Term: Sixty-four (64) months, with one (1) five-year option

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

B. Approval:

1. **230 Corporate Drive, LLC – 230 Corporate Drive – Concept Approval**

Director Semprini moved the motion and Director Conard seconded that the Pease Development Authority Board of Directors hereby approves of 230 Corporate Drive LLC's concept plan to construct a new drive aisle at its property at 230 Corporate Drive; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 7, 2025.

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

X. Contracts:**A. Report:**

1. **Portsmouth International Airport at Pease – Sherwin Industries – Bowmonk ARM2 MK III Friction Tester**
2. **Portsmouth International Airport at Pease – Weldon, Williams & Lick, Inc. – Vehicle Permits**
3. **Portsmouth International Airport at Pease – PDA's On-Call Engineers Hoyle Tanner & Associates, Inc. – Pavement Markings**
4. **Pease Development Authority – Northeast Landcare – Pavement Materials**
5. **Skyhaven Airport – New England Roofing – Shingle Replacement**

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

1. Project Name: Sherwin Industries
 Board Authority: Director Ferrini
 Cost: \$4,740.00 including delivery
 Summary: For the purchase of a replacement Bowmonk ARM2 MK III friction tester; this piece of equipment is vital to PSM snow removal operation, as this portable instrument measures and records the maximum deceleration or braking action on the airport runway as part of the FAA's approved Snow and Ice Control Plan.
2. Project Name: Weldon, Williams & Lick, Inc.
 Board Authority: Director Ferrini
 Cost: \$3,161.07 including shipping
 Summary: Purchase of vehicle permits/stickers used to identify PDA vehicle permitted to enter the airfield as part of the airport security procedures.

3. Project Name: PDA's On-Call Engineer Hoyle Tanner & Associates
 Board Authority: Director Ferrini
 Cost: \$8,464.00
 Summary: To assist PDA with new pavement marking for large aircraft. This will be for two separate areas, the existing Ground Run-up Enclosure area, and the existing cargo ramp area. The work will entail 1 survey crew and one security badged Hoyle Tanner escort for one day of layout.
- Project Name: Northeast Landcare, LLC
 Board Authority: Director Ferrini
 Cost: \$14,134.00
 Summary: During the parking lot renovation at 55 International Drive (PDA Corporate Office) approximately seven (7) parking spaces located in the southeast corner of the parking area were determined to have unsuitable material. Approximately 2.5 feet of material needed to be removed across an area of 65 by 25 feet to support the new pavement. NELC provided an estimate to excavate and replace the material; PDA mitigated some of the expense by supplying the crushed stone.
4. Project Name: New England Roofing
 Board Authority: Director Ferrini
 Cost: \$10,000.00
 Summary: Shingle Replacement on Skyhaven Airport Terminal roof. At the October 21, 2025, Board meeting it was reported that this work was going to be performed by Clayton & Sons. However, required paperwork was not provided by Clayton & Sons. Therefore, the project will be completed by the second lowest bidder (\$3,400 above what was report to the Board in October).

XI. Signs:

A. Approval :

1. **Penobscot Bay Medical Associates, Inc. dba Martin's Point Health Care - 161 Corporate Drive – Martin's Point Health Care**

Director Levesque moved the motion and Director Parker seconded that the **Pease Development Authority Board of Directors hereby approves of 230 Corporate Drive LLC's concept plan to construct a new drive aisle at its property at 230 Corporate Drive; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 7, 2025.**

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

2. 111 New Hampshire LLC – 111 New Hampshire Avenue – Orbis Sibro, Inc.

Director Conard moved the motion and Director Parker seconded that the Pease Development Authority Board of Directors hereby approves the sign proposal of 111 New Hampshire LLC, on behalf of its subtenant, Orbis Sibro, Inc., for the building located at 111 New Hampshire Avenue; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering dated November 4, 2025.

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

XII. Executive Director:

A. Reports:

1. Golf Course Operations

Tim Riese (“Riese”), PGA Professional, Pease Golf Course (“PGC”) spoke to netting approved earlier in the meeting to be installed by the end of the year; renewal notices have been sent out and there is a waiting list for all memberships. The course closes as of November 30th, with the simulators in full swing as of December 1st. Reis indicated for the fourth year PGC has surpassed 70,000 rounds played. Riese noted Scott DeVito’s upcoming retirement and thanked him for his years of service and being a great mentor.

Duprey recognized DeVito, who was unable to attend the meeting, who is retiring; DeVito started in 1991.

2. Airport Operations

- a) **Portsmouth International Airport at Pease (PSM)**
- b) **Skyhaven Airport (DAW)**
- c) **Noise Line Report**
 - (i) **October 2025**

Brean spoke to the market being volatile and explained PSM’s TSA is a contracted service and the ATCT is under Department of Defense, no significant impact due to the recent government shutdown. Further indicated strong revenues with parking and fuel, the ATCT project being underway and a lease agreement with Thermo Fisher Scientific being finalized for the most significant, privately funded, aeronautical development on the airfield since approximately 2011.

Brean stated Breeze will kick off its services on December 2nd to Raleigh / Durham NC, opening connectivity to additional airports.

Brean also spoke to anticipation of breaking pre-pandemic record for annual passenger enplanements with strong focus on future travel versus charter troop flights.

Lastly, Brean spoke to the two noise complaints from Rye with staff researching and

responding.

At Skyhaven, Brean informed the Board of inquiries regarding construction of hangers, infrastructure improvements and working with NH DOT on pavement and vegetation at Skyhaven.

B. Approval:

1. Pease Development Authority – Annual Leave Buy Back

Director Ferrini moved the motion and Director Semprini seconded that **the Pease Development Authority Board of Directors hereby authorizes the Executive Director to conduct a voluntary 2025 annual leave buy-back program for qualified PDA employees on the terms and conditions set forth in the memorandum from Tanya Coppeta, Employee Relations Manager, dated November 7, 2025.**

Discussion: Duprey indicated this being a sound policy done annually with reasonable limits.

Disposition: Resolved unanimous vote for; motion carried.

2. Pease Development Authority – Marketing Funds

Director Parker moved the motion and Director Semprini seconded that **the Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to expend the approved PDA FY26 Annual Marketing and Advertising budgeted funds for the promotion of air service development and commercial business development at Pease, with a written report to the Board at its next regularly scheduled meeting regarding all such expenditures; all in accordance with the memorandum of Chasen Congreves, Business Development, dated November 5, 2025.**

Discussion: Duprey spoke to a follow-up report being provided and PDA working and coordinating with travel and tourism and UNH etc.

Disposition: Resolved unanimous vote for; motion carried.

C. Rulemaking Petition Pursuant to RSA 541-A:4

Duprey allowed David Delorey (“Delorey”) three-minutes to speak to the Board regarding the Petition he submitted.

Delorey spoke to establishing DPH administrative rules regarding private businesses operating on state owned property. Administrative rules provide a basis for agencies to operate consistently, efficiently and transparently. Delorey questioned whether the Rights of Entry (“ROE”) and Concession Agreements (“CA”) implemented by PDA comply with state law. Indicated the need for additional rules to provide compliance with RSA 12-G and RSA 541-A. Delorey suggested modification of ROEs/CAs to Business Use permits to allow the treatment of

all private businesses operating on state facilities to be treated in a fair, just and equal manner. Delorey requested the Board authorize the DPH Director to work with him over the next sixty (60) days to put the proposed rules in final form to present recommendations to the Board.

Duprey spoke to any interested person in NH with the ability to petition any state agency to consider engaging with them in the rulemaking process. Once a petition is received the Board must vote on whether or not to move forward with the request as presented. Duprey thanked Delorey for his interest in the matter.

Ferrini indicated he would make a motion and then speak to the motion made.

Director Ferrini **moved** the **motion** and Director Conard **seconded** that **the Pease Development Authority ("PDA") Board of Directors hereby deny the petition for rulemaking proposed by David Delorey for proposed Administrative Rules governing the use of State-Owned Commercial Piers and Facilities for the following reason(s) and directs staff to notify Mr. Delory of same:**

1. **Not in interest of Pease Development Authority at this time to approve this significant amount of work that has been offered to [the Board]; and**
2. **The Petition's rules are cumbersome and have conflicting provisions (representative examples provided).**

During deliberation, Director Conard concurred and added the following additional reason for denial:

3. **There is no legal requirement in New Hampshire to adopt the proposed rules;**

During deliberation, Chairman Duprey concurred and identified the following additional reason for denial:

4. **The Board has only recently received the completed Tighe & Bond study and has only recently appointed a new Director of the Division of Ports and Harbors.**

Discussion: Ferrini indicated if a second was received, he would speak more specifically to his concerns, receiving a second he indicated he appreciated the significant work provided. Ferrini spoke to specific concerns and ambiguities within the Petition (i.e. PDA 803 – coordination of scheduling; item 12 – high quality merchandise etc. with government official resolving a private sector permittee concern; permittee defend and indemnify arising during term of permit; fair just and equal that process improvements necessary; PDA 805 – transfer of permits; PDA 802 – priority in a transfer decision of those on a waitlist; termination of permits due to lawful order). Ferrini indicated there are many "thought provoking and helpful" items referenced and that the comments are not a criticism but provides [the Board] with an opportunity to look at ways to improve its process. Need to find a balance moving forward rather than being hyper-regulatory.

Conard expressed an appreciation of the work but did not feel there was a legal requirement in New Hampshire to adopt the proposed rules. Suggested it is not clear that legislative rulemaking

would help and not in PDA's best interest to move forward at this time.

Duprey appreciated the effort and thought which went into the preparation of the petition. He spoke to the recent study received but not yet discussed, a new Director to DPH and several new staff; the best course at this time would be deny. Modifications could be made through change after proper discussion and consideration for all; spoke to a lot of good within the document which could be used later as [the Board] reviews.

Parker spoke about Delorey's initiative being a good example and useful to [the Board].

Delorey spoke to points raised and he was not surprised with the recommendation of denial. Indicated he would like to work toward a document like this to be put in place in the future and considered this to be a starting point.

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

XIII. Division of Ports and Harbors:

A. Reports:

- 1. Division of Ports and Harbors Facilities Report**
- 2. Star Island Corporation – Right of Entry – Barge Dock**

Richard Hartley ("Hartley") Director of Ports and Harbors spoke to the report provided in the Board materials and further spoke to truckloads of salt heading to municipalities up north. Hartley also spoke to discussions with American Cruise Line regarding its 2026 season and a multi-year agreement, as well as similar sized lines, for use of the Market Street Terminal.

Regarding the Functional Replacement, Hartley spoke to EPA's review and anticipates a response within ninety (90) days.

DPH is putting a focus on the aging and deteriorating piers at the Barker and Burge Wharfs with cleaning up the area, replacement of decking, and will be looking to request federal and state funding for additional work.

Hartley reported on the PFP receiving its Certificate of Occupancy, removal of Rye Harbor floats and replacement of the 99' floating dock through bid; repair/replacement the Rye Harbor seawall through FEMA funding and state grants; most of Hampton Harbor floating docks have been removed and discussing repair to the boat ramp through state funding.

Harbormasters are busy with end of season closeout projects, floating piers, and taking inventory of private aids in navigation.

"Permit Day" set for Friday, December 19th, at the Dover Division of Motor Vehicles from 9:00 a.m. to noon where commercial boaters can obtain pier use, mooring permits, commercial registration and fishing licenses can be obtained.

Hartley spoke to a few traditional commercial fishing business transactions involving ROEs which will be reviewed.

Hartley spoke to the facility improvements portion of the Rye Harbor Study and stated information is helpful, but until a list is prioritized, DPH is working towards the improvements DPH had been working on prior to the study's release. The study provided a list of funding opportunities (i.e., FEMA, PIDP, and MARAD etc.) which DPH will pursue and would seek guidance from the Board.

Duprey spoke to DPH updating the forms for the 2026 mooring reapplication permits and inquired what is being done to inform permit holders; Hartley spoke to reviewing necessary modifications to rules to bring on an online program. Building a database with pertinent information would assist in facilitating notification. Brean indicated information would be provided via social media too.

Jon Savage inquired into the March 31st date for mooring renewal requirement and suggested modifying the date to December 31st instead; Hartley indicated he would look into the reason for the March deadline but thought it had something to do with allowing boating registration to occur prior to March 31st.

B. DPH Consent Agenda Approvals:

1. **Market Street Terminal - Isles of Shoals Steamship Co. – Sublease to Sheraton for Employee Parking**
2. **Revolving Loan Fund Agreement with Needham Bank (fka BankProv)**
3. **Final Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates**

Director Semprini moved the motion and Director Levesque seconded that **the Pease Development Authority Board of Directors hereby moves that item numbers 1-3 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. **Market Street Terminal - Isles of Shoals Steamship Co. – Sublease to Sheraton for Employee Parking**
2. **Revolving Loan Fund Agreement with Needham Bank (fka BankProv)**
3. **Final Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates**

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

Executive Director Brean left the room at 9:47 a.m. and returned at 9:50 a.m.

C. Discussion on Rye Harbor Marine Facility Study:

The Board spoke concerning the materials provided by Tighe & Bond (“TB”) regarding the Rye Harbor Marine Facility Study.

Duprey spoke to the useful information / guidance within the study, would like to have seen detailed data provided on users of the facility, and show that operating funds from Market Street terminal are being utilized to support the harbors. The report spoke to capital needs, did not prioritize capital projects and only provided a list of available grants; need to find a way to be self-sustaining instead of completely reliant on grants which are not guaranteed. Duprey would have liked to have seen additional data related to tourism as it relates to the businesses at the facility and the effects on the local economy.

Ferrini added in terms of documenting existing conditions, TB did a good job, felt detail could have been stronger with respect to revenue opportunities and recommending reasonable ways to expand revenue would have been helpful. Suggested contact with local marinas regarding mooring upcharge to customers.

Levesque was concerned with the condition of commercial fishing; the focus was a period of two and a half months when there is a lot of fishing / lobstering activity, year-round. There were low-cost improvements that could be addressed. At a state facility all should be treated equally and adhere to the rules, so animosity is not created.

Semprini also stated the study provides a good framework to go by and agreed there are many quick fixes that could be addressed due to the low cost associated with modifications. Spoke to the need to prioritize the recommended improvements, including funding as well as timing so capital projects can be projected.

Conard spoke to capital improvement plan suggested in the study as well as the other needs at the harbor and frustrated with the reliance on grants to make the project happen. Indicated it is [the Board’s] job to help staff prioritize.

Parker took care to reflect authenticity of statements received from users; comments made this is a state resource for all, not determinant of one’s economic status. Spoke to the need to have the harbor reflect what it is, a working harbor for fishermen.

Duprey stated an interest in seeing the impact if monetary support provided from the Market Street Terminal were removed from the ports and harbors budgets. Spoke to the estimated, collective, monetary value of all projects suggested in the report.

Ferrini further suggested a better analysis of parking; pro-formas on what parking revenues might be; fees for transfer sales etc., if additional information could be obtained within the scope of the study.

Duprey suggested a session so Board could provide feedback/inquiries to TB regarding the study, as part of the contract.

XIV. New Business:**A. Report:****1. Letter in Support to the Town of Newington's Initiative to Remove the McIntyre Bridge Project in Newington**

Brean indicated this was provided to the Town of Newington for its initiative to remove a former Air Force bridge.

Semprini, on the behalf of the Town of Newington, thanked the Chairman, Board and staff for their support as the modifications will assist with traffic and open the availability of the wildlife refuge.

Director Levesque left the room at 10:17 a.m. and returned at 10:19 a.m.

2. 2025 Insurance Renewal – Presentation by Fred C. Church Insurance

Chasen Congreves, Business Development, introduced Devin Gallagher ("Gallagher") of Fred C. Church Insurance Agency who provided a brief overview of the 2026 renewal information which would be brought to the Board at the December 16, 2025, meeting, for approval.

Gallagher spoke to finalizing negotiations on all lines of coverage with the exception of the excess, but trending toward a good renewal in today's market. Spoke to an overview of coverages and rates, spoke to Workers' Comp / Payroll ("WC") as an increase due to claims; and excess liability limit sets over commercial limits and anticipate receipt in next week or so.

Ferrini inquired into the process of review, overall availability and costs; Gallagher spoke to the review process and determination of carriers. Gallagher spoke about the stability with carriers so the best programs and pricing can be provided. Spoke to different lines of coverage being marketed, some current carriers being best options. Ferrini inquired into the WC increase being due to medical payments; Gallagher affirmed and further stated a large majority of the increase is due to medical payment.

Gallagher spoke to the five-year premium overview provided depicting the cost variance.

Brean spoke to the difficulty in obtaining coverage for golf courses.

Parker asked of the forecast for this part of the country regarding WC; Gallagher spoke to three different class codes at Pease and over the last five/six years the rates have all been dropping.

B. Grant Applications Filed in September:

No items to report

XV. Special Event:**A. Report:**

No items to report

XVI. Upcoming Meetings:

Port Committee
Board of Directors

December 11, 2025 @ 8:00 a.m.
December 16, 2025 @ 8:30 a.m.

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

XVII. Directors' Comments:

XVIII. Adjournment:

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

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

XIX. Press Questions:

XX. Consultation with Counsel:

Respectfully submitted,



Paul E. Brean
Executive Director



PEASE DEVELOPMENT AUTHORITY
PORT COMMITTEE AGENDA

THURSDAY DECEMBER 11, 2025 8:00 AM

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

1. CALL TO ORDER
2. APPROVAL OF MINUTES
 - a. September 4, 2025*
3. FINANCE REPORT
 - a. DPH accounts - allocation of funds*
4. NEW BUSINESS
 - a. Right of Entry transfer, Hampton Harbor Marine Facility, Nudd to Heath*
 - b. Initial Proposed Mooring Permit & Mooring Waitlist Fees, effective April 1, 2026*
5. DPH DIRECTOR REPORT
6. OLD BUSINESS
7. NEXT PORT COMMITTEE MEETING (tentative)- THURSDAY MARCH 5, 2026
8. PUBLIC COMMENT
9. PRESS QUESTIONS
10. ADJOURNMENT

* Materials are provided in the packet

***SAMPLE* MOTION**

Director Fournier:

The Pease Development Authority Board of Directors authorizes the Executive Director to finalize and enter into one (1) year extensions of the Rights-of-Entry ("ROE") for the placement of private commercial shacks at both Rye and Hampton Harbors for those current ROE holders that request an extension in writing; all in accordance with the memorandum of Executive Director Paul Brean, dated December 8, 2025, attached hereto and incorporated herein.

Memorandum

To: Board of Directors

From: Paul E. Brean, A.A.E., Executive Director 

Date: December 8, 2025

Subject: Rye and Hampton Harbor Marine Facilities – Shack Rights of Entry – One-Year Extension

At the March 2025, PDA Board of Directors meeting the Board authorized one-year extensions of the Rights-of-Entry (“ROE”) granting permission for the placement of private commercial shacks on Division of Ports and Harbors’ property at both Rye and Hampton Harbors, for current ROE holders that requested an extension in writing. All ROE holders requested, and were provided with, an extension for the 2025 season. These ROEs expire in the spring of 2026.

At this time, there is litigation still pending against the Pease Development Authority in Superior Court that claims, in part, that the PDA lacks authority to issue ROEs for the placement of private commercial shacks on its property.¹ As noted this past spring when the 2025 extensions were granted, given the pendency of this litigation allowing a one-year extension of the current ROEs appears prudent.

Therefore, consistent with the rationale for the issuance of one-year shack ROE extensions this past spring, it is recommended that the Board issue a one-year extension of shack ROEs for those private commercial businesses in both Rye and Hampton Harbors that held shack ROEs for the 2025 season, and that request an extension for the 2026 season in writing.

¹ The PDA, through its legal counsel at the New Hampshire Attorney General’s Office has filed a motion to dismiss the plaintiffs’ claims.

***SAMPLE* MOTION**

Director Parker:

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. Portsmouth International Airport at Pease – Runway Deicer –
Nachurs Alpine Solutions, LLC **(Levesque)**
2. Portsmouth International Airport at Pease – Right of Entry –
Pease Greeters **(Semprini)**
3. Pease Development Authority – Fred C. Church – Insurance
Renewal **(Ferrini)**

***SAMPLE* MOTION**

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions, LLC of Dublin, OH, for the purpose of purchasing both Potassium Acetate (liquid) and Anhydrous Sodium Formate (solid) based runway deicer for a three (3) year period, commencing January 15, 2026, through January 14, 2029; all in accordance with the memorandum of John Meehan, Airport Manager, dated December 5, 2025, attached hereto.

Memorandum

To: Paul Brean, A.A.E., Executive Director *APB*

From: John Meehan, Airport Manager *JM*

Date: December 5, 2025

Re: FAA-approved Runway Deicer

In November 2025, the Pease Development Authority ("PDA") issued a Request for Bids 26-13A ("RFB") to supply FAA-approved Anhydrous Sodium Formate based solid runway deicer and FAA-approved Potassium Acetate liquid runway deicer. The FAA restricts what chemicals can be used at airports because of corrosive qualities that cause damage to critical aircraft components. Anhydrous Sodium Formate and Potassium Acetate are two of the few chemicals permitted by the FAA and are the most environmentally accepted.

On December 2, 2025, PDA received two bids.
Bid results are as follows:

<u>Business Name</u>	<u>Price per gal Liquid</u>	<u>Price per ton Solid</u>
NASi	\$6.61	\$.93 (\$2,050.28)
Bare Ground	\$8.84	\$1.28 (\$2,832.50)

During the evaluation process it was determined that Nachurs Alpine Solutions, LLC of Dublin, OH ("NASi") was the only response that met the established criteria outlined in the RFB and was deemed the lowest, responsive, qualified Bidder. NASi was the only respondent that provided a comprehensive bulletin covering the environmental impacts, MSDS, handling, storage and application guidance on the products it supplies. Additionally, NASi is the PDA's current supplier for both solid and liquid deicer and has reduced its unit costs on each product.

Please request Board approval to award a contract to Nachurs Alpine Solutions, LLC for the supply of liquid and solid FAA-approved runway deicer for a three-year period beginning January 15, 2026, through January

14, 2029. I will be in attendance at the Board's December meeting to answer any questions that the Board may have.

***SAMPLE* MOTION**

Director Semprini:

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, 2026 through December 31, 2026, to also include validation of the necessary airport security badges through this time period; substantially in accordance with a memorandum from John Meehan, Airport Manager dated December 4, 2025 and the Right of Entry, dated November 25, 2025, attached hereto.

Memorandum

To: Paul E. Brean, A.A.E., Executive Director *PEB*

From: John Meehan, Airport Manager *JM*

Date: December 4, 2025

Subj: Pease Greeters Right of Entry

The Pease Greeters is a volunteer organization that performs greeting services to the inbound and outbound troop movements at Portsmouth International Airport ("PSM") pursuant to a Right of Entry provided by the PDA. The Right of Entry is set to expire on December 31, 2025.

The Pease Greeters have served an important role at PSM and generate goodwill with the troops and the Seacoast community due to its volunteer work. As such, this is to request the Board of Directors approve entering this Right of Entry for another twelve (12) month period through December 31, 2026. This Right of Entry will validate security badge requirements for PSM.

The draft Right of Entry is attached hereto. At the December 16, 2025, PDA Board meeting, please seek authority to enter this Right of Entry for another year. I will be in attendance at the Board meeting to answer any questions that the Board may have.

November 25, 2025

VIA E-MAIL: PGChair@yahoo.com

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

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

Dear Mr. Lasorsa:

This Right of Entry, when fully executed, will authorize the Pease Greeters Fund, Inc., ("Pease Greeters") a New Hampshire non-profit corporation, its agents and/or volunteers to enter into certain areas of the terminal building at Portsmouth International Airport at Pease ("PSM"), Portsmouth, New Hampshire as shown on Exhibit "A" (the "Premises") from January 1, 2026 through December 31, 2026 (the "Term") for the purpose of setting up and conducting troop flight welcome activities, at its sole risk, and for no other use without the express written consent of the Pease Development Authority ("PDA"). The privileges granted under this Right of Entry will expire at the end of day on December 31, 2026.

This authorization is conditioned upon the following:

1. Pease Greeters agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. Pease Greeters expressly waives all claims against the Pease Development Authority ("PDA") for any such loss, damage, personal injury, or death caused by or occurring as a consequence of Pease Greeters and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.
2. Pease Greeters agreement that this Right of Entry: (a) allows only temporary use of the Premises; and (b) is granted on a non-exclusive basis subject to PDA's right and obligation to manage the Portsmouth International Airport at Pease. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Tradeport activities.

November 25, 2025

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

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

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

4. The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time; and (d) permitted to the extent activities do not compromise the safety or security of the airport terminal building.
5. Pease Greeters understands that some access areas as shown in Exhibit "A" are part of the Airport Security Identification Area ("SIDA"), as such the Pease Greeters, its agents and/or volunteers shall be required to apply to PDA for all SIDA and/or Public Area Badges (including payment of associated application fees) and to attend all required training. All SIDA badge applications will be processed by the Pease Greeters Authorized Signatory. Such badges shall be issued in PDA's sole discretion. If a SIDA Badge is lost or stolen, Pease Greeters shall be responsible for a lost badge fee and a replacement fee. PDA may revoke any such badges at any time in its sole discretion. All badges shall be returned to the PDA upon the termination of this Right of Entry.
6. All Pease Greeters activity within the Airport terminal shall be coordinated with PSM operations staff. Specifically, Pease Greeters activity within the airport terminal will be managed by weekly coordination, in person meetings, with an airport liaison, or designee. Pease Greeters activity will be managed in coordination with the daily flight activity at the Airport. Pease Greeters will be provided designated areas to perform greets on a daily basis, based on the communications in a weekly coordination meeting. Pease Greeters are responsible to provide a point of contact for each flight to the on duty Airport Operations Agent, as well as a signed roster of who is in attendance for each greet.
7. Pease Greeters activity is limited to volunteer customer service and provides no business or operational support to aviation activities. Badged Pease Greeter Volunteers will not have direct access to the AOA, Sterile, SIDA or Secured areas or escorting privileges. Badged Pease Greeters with Sterile area privileges shall coordinate with the on duty Airport Operations Agent to gain access into the Sterile area. Any large-scale Pease Greeters event expected to go beyond its badged population, will require a special event permit; the application for which must be made at least 14 days prior to any planed event.

Page Three
November 25, 2025

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

8. Pease Greeters agreement that PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used as a priority for PDA operations upon seven (7) days written notice.
9. Prior to termination of the Right of Entry, Pease Greeters agrees to restore the Premises to the same or better conditions than the Premises was in before Pease Greeters use pursuant to this Right of Entry.
10. Pease Greeters agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

Please indicate by your signature below Pease Greeters consent and agreement to the terms and conditions of this Right of Entry and return the same to me.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this __ day of _____, 2025

Pease Greeters Fund, Inc.

By: _____

Print Name/Title _____
Duly Authorized

November 25, 2025

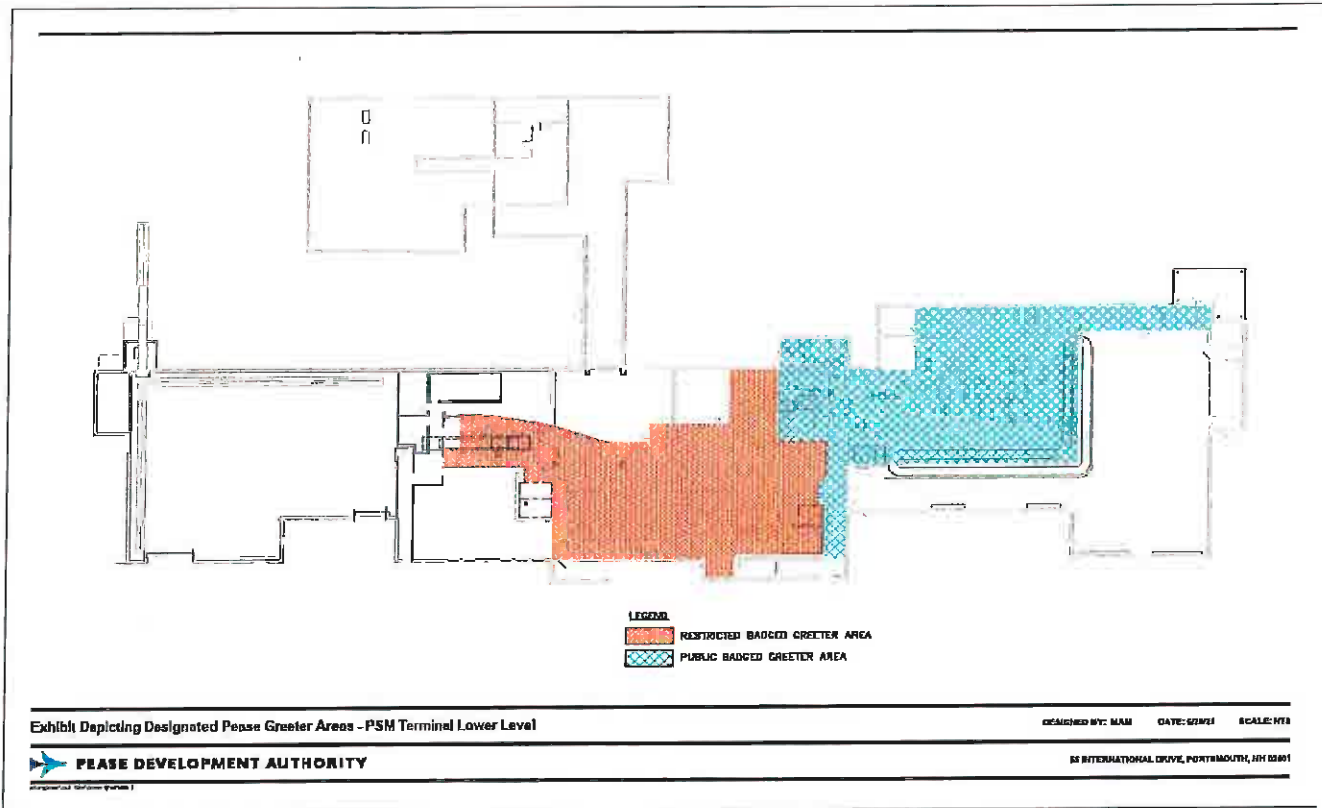
Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal

**EXHIBIT A
PREMISES**



November 25, 2025

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





LEGEND
RESTRICTED BADGED GREETER AREA
PUBLIC BADGED GREETER AREA

Exhibit Depicting Designated Passenger Greeter Areas - PSM Terminal Lower Level

DRAWN BY: MCR DATE: 1/15/2014 SCALE: N/A

***SAMPLE* MOTION**

Director Ferrini:

The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to accept and bind the 2026 commercial insurance policies brokered by Fred C. Church Insurance for the PDA, in an amount not to exceed \$567,211.00 and authorizes payment of the aviation policy commission to Schrager Hampson Aviation; all in accordance with the memorandum of Chasen Congreves, Business Operations, dated December 5, 2025; attached hereto.

N:\RESOLVES\2025\Ins (12-16-25).docx

Memorandum

To: Paul E. Brean, A.A.E., Executive Director *PEB for*
From: Chasen Congreves, CM, Business Development *CC*
Date: 12/5/2025
Re: 2026 PDA Insurance Renewal

The Pease Development Authority's ("PDA") commercial lines of insurance coverage are set to expire on December 31, 2025. Fred C. Church Insurance, PDA's broker of record, has worked to secure coverage for the upcoming year. Attached to this memorandum is the Premium Executive Summary for the policy period of January 1, 2026, to December 31, 2026.

At the November meeting of the Board of Directors, Devin Gallagher of Fred C. Church Insurance provided an overview for the Board with a summary of the proposed insurance renewal, identifying different levels of coverage at several ranges of premiums for the Board's review and input.

Ultimately, the full comprehensive 2026 insurance renewal proposes a 6.0% increase in total premium costs (\$567,211.00) from the 2025 package premium total (\$533,912.00). The major changes for 2026 include: the addition of a builder's risk program for the Air Traffic Control Tower (ATCT) renovation project; a workers' compensation mod decrease from 1.17 to 1.03 due to a low claim year falling off the three-year look-back calculation; and a change in cyber liability coverage moving from admitted paper¹ to non-admitted paper resulting in a 45% increase.

Below is a brief overview of each line of coverage:

Commercial Property:

Provided by Chubb Insurance at a 5% increase at \$207,123 due to a 3% insured value increase plus the addition of the newly constructed Portsmouth Commercial Fish Pier facility.

Commercial Package (General Liability & Business Personal Property):

¹ Admitted paper refers to an insurance company licensed and regulated by a state's Insurance Department.

Provided by Hanover Insurance at a 13.9% increase at \$31,737 due to a 41% loss ratio in the current policy year.

Commercial Package (Pease Golf Course):

Provided by Selective Insurance at a 9% increase at \$49,894.

Commercial Auto:

Provided by Safety Insurance at a -6% decrease at \$32,042.

Workers Compensation:

Provided by MEMIC Insurance at a 20% increase at \$96,928 due to increased payroll and experience mod decrease.

Excess Liability

Provided by Transverse Specialty Insurance at a 12% increase at \$46,391.

Pollution Liability

Provided by Admiral Insurance at a 3% increase at \$15,221.

Cyber Liability:

Provided by Beazley Insurance at a 45% increase at \$7,400 due to Beazley moving from admitted paper to non-admitted paper. This line of insurance was marketed to 8 other cyber insurance companies averaging a quoted premium of \$9,000 to \$10,0000.

Aviation Liability:

Provided by AIG Insurance at a 5% increase at \$27,664. Schrager Hampson's fee (distinct from the annual fee paid to Fred C. Church noted below) is included in this cost.

Crime:

Provided by Hanover Insurance with no change to premium at \$5,340.00 under the 2-year policy agreement.

Employment Practices Liability:

Provided by Chubb Insurance with no change to premium at \$7,929.00.

Fred C. Church Annual Fee in Lieu of Commission:

At the September 15, 2022, meeting of the PDA Board of Directors, the Board authorized the Executive Director to enter into an agreement with Fred C. Church Insurance, Inc. to provide insurance brokerage services for a period of up to five (5) years on an annual fee basis. The brokerage services cover all lines of insurance. As such, Fred C. Church's annual fee to be paid by the PDA will be \$39,542.

At the December 16, 2025, Board of Directors meeting, please request Board authorization to approve the commercial insurance coverage proposals set forth within the attached summary by Fred C. Church in the amount of \$567,211.00. I will be available at the December meeting to answer any questions that the Board may have concerning this renewal proposal.

Pease Development Authority
Renewal Insurance Proposal
Policies Effective December 31, 2025 - 2026

Line of Coverage	Carrier AM Best Rating	2024-2025 Premium	2025-2026 Estimated Premium	Premium Change	Percentage Change	Comments
Commercial Property	Chubb A++	\$196,493	\$207,123	+\$10,630	+5%	• Chubb 5% total increase: 2% rate increase 3% Insured value increase + Fish Pier Bldg. • Current TIV blanket \$176,503,109 Buildings and PP - New 2026 TIV will be \$182,998,202 • Property Deductible - \$25,000 • CHUBB adding Portsmouth Fish Pier Building to SOV (\$1.2M total Insured value) \$2,500 annual premium
Builders Risk (Tower Project)	Chubb A++	\$10,338	N/A			• Builder Risk Policy added 10-1-25; Insures Risk & exposures of tower renovation / Improvement project. • Estimated completion 9-2026 • 100% billed in 25
Commercial Package (General Liability & Personal Property)	Hanover A	\$27,873	\$31,737	+\$3,864	+13.9%	• General liability coverage & PDA business personal property • 2 Claims this period \$11K paid (41% loss ratio in current policy year)
Commercial Auto	Safety A	\$34,083	\$32,042	-\$2,041	-6.0%	• Vehicle count from 39 to 38 • Average cost to insure a vehicle \$873.92

This document is a summary of coverage only; the policies contain additions, exclusions, and/or limitations that are not shown here. Please refer to the policy or contact Fred C. Church for complete coverage details.

Pease Development Authority
Renewal Insurance Proposal
Policies Effective December 31, 2025 - 2026

Line of Coverage	Carrier AM Best Rating	2024-2025 Premium	2025-2026 Estimated Premium	Premium Change	Percentage Change	Comments
Workers Compensation	MEMIC A	\$80,674	\$96,928	+\$16,254	+20%	- Projected Payrolls + 3% year-over-year - Experience modification decreased from 1.17 to 1.03 - Did not qualify for dividend plan introduced for 2025 due to current policy year loss ratio.
Commercial Package (Golf Course)	Selective A+	\$45,689	\$49,894	+\$4,205	+9%	\$25,000 Property Deductible
Excess Liability	Transverse Specialty A+	\$41,586	\$46,391	+\$4,805	+12%	\$5M excess / Umbrella: sits over Hanover GL, Golf Course GL, Auto, Employers Liability - MEMIC. 3% NH Surplus Lines Tax will Apply
Pollution Liability	Admiral A+	\$14,758	\$15,221	+\$463	+3%	3% carrier rate increase
Cyber Liability	Beazley A+	\$5,088	\$7,400	+\$2,312	+45%	- Beazley moving from admitted paper to non-admitted paper. 3% NH Surplus lines Tax will apply

This document is a summary of coverage only; the policies contain additions, exclusions, and/or limitations that are not shown here. Please refer to the policy or contact Fred C. Church for complete coverage details.

**Pease Development Authority
Renewal Insurance Proposal
Policies Effective December 31, 2025 - 2026**

Line of Coverage	Carrier AM Best Rating	2024-2025 Premium	2025-2026 Estimated Premium	Premium Change	Percentage Change	Comments
Aviation Liability	AIG A	\$26,346	\$27,664	+\$1,318	+5.0%	• Billed direct by Schrager Hampson Aviation
Crime	Hanover A	\$5,340	\$5,340	+\$0	+0.0%	• 2-year policy expires 12/31/26
Employment Practices Liability	Chubb A++	\$7,929	\$7,929	+\$0	+0.0%	• Automatic Renewal
Fee in lieu of commission	Fred C. Church	\$37,715	\$39,542	+\$439	+1.0%	• Contracted Annual Fee for 2025-2026 is \$44,348. Total reduced by commission collected under the Safety Auto policy.
Totals		\$533,912	\$567,211	+\$33,299	+6%	12/31/25-12/31/26 renewal premium

Notes:

Please be advised that the Auto Liability policy through Safety Insurance will be issued as a commission based policy. Accordingly, Fred C. Church will adjust the fee amount to reflect the amount of commission at binding. Any mid-term endorsements will not increase or decrease the fee.

This document is a summary of coverage only; the policies contain additions, exclusions, and/or limitations that are not shown here. Please refer to the policy or contact Fred C. Church for complete coverage details.

***SAMPLE* MOTION**

Director Conard:

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, 2026, through December 31, 2026, in the amount of \$47,972.09; all in accordance with the memorandum of John Meehan, Airport Manager, dated December 4, 2025, 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.

NOTE: Roll call vote required; motion requires 5 affirmative votes.

Memorandum

To: Paul E. Brean, A.A.E., Executive Director *JSB for*
From: John Meehan, Airport Manager *JM*
Date: 12/4/25
Subject: USDA Cooperative Wildlife Services Agreement

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

The Pease Development Authority ("PDA") has contracted with APHIS-WS for airport wildlife hazard management services at Portsmouth International Airport ("PSM") for many years. The contract expires on December 31, 2025, and it is important that these wildlife control efforts continue to ensure the safety of the flying public and the New Hampshire Air National Guard ("NHANG"), as well as to maintain compliance with 14 CFR part 139.

The APHIS-WS has proposed a new contract through CY26 in the amount of \$47,972.09, an increase of \$3,760.44 from the current year.

This agreement incorporates the provisions of the long-standing USDA Wildlife Services Agreement, including woodchuck control, wild turkey control, beaver control, as well as large bird and mammal control to include trapping of coyotes, fox and raptors via a full-time year-round wildlife biologist. The contract includes the use of wildlife mitigation techniques, equipment, and mandatory training of airport staff. The \$44,211.65 contract amount represents the PDA's share of the cost of the services; the remainder being funded by a cooperative agreement with the NHANG.

In accordance with the provisions of RSA 12-G:8 VIII, PDA staff recommend waiving the RFP requirement for the following reasons: the PDA has a long standing relationship with APHIS-WS stemming back to the time the PDA was formed; as part of that relationship the USDA/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream; the 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. In addition, this agreement is a cost share with our partners at the NHANG.

I request that you seek the Board of Directors' approval at its December 16, 2025, meeting to enter a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties at PSM. Any taking of wildlife will comply with Federal and State permits. The contract's effective date is January 1, 2026, and will expire December 31, 2026. Attached is a copy of the proposed agreement. I will attend the Board's December meeting to answer any questions that the Board may have.

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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

ARTICLE 3 - MUTUAL RESPONSIBILITIES

APHIS WS and PDA mutually agree:

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

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

ARTICLE 4 – PDA RESPONSIBILITIES

PDA agrees:

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

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

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

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

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

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

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

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

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

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – LAWS AND REGULATIONS

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

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

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

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2026, and shall continue through December 31, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

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

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

PEASE DEVELOPMENT AUTHORITY (PDA)

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

Date

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

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

Date

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

Date

ATTACHMENT A WORK PLAN

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

Program Objective

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

Plan of Action

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

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

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

Effective Dates

The cooperative agreement shall become effective on 1/1/2026, and shall expire on 12/31/2026.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$28,803.20
Travel		
Vehicles		\$3,139.06
Other Services		\$1,300.00
Supplies and Materials		\$2,200.00
Equipment		\$1,500.00
Subtotal (Direct Charges)		\$36,942.26
Pooled Job Costs	11.00%	\$4,063.65
Indirect Costs	16.15%	\$5,966.18
Aviation Flat Rate Collection		
Agreement Total		\$47,972.09
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$47,972.09		

Financial Point of Contact/Billing Address

John Meehan
 Pease Development Authority
 36 Airline Ave
 Portsmouth, NH 03801
 Phone: (603) 766-9239
j.meehan@peasedev.org

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

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, A.A.E., Executive Director *PEB*
DATE: December 4, 2025

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: City of Portsmouth Police Department
 License: Right of Entry
 Location: Hampton Street
 Purpose: Utilizing area for Police K9 Training Course
 Term: November 1, 2025, through March 25, 2026

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

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, A.A.E., Executive Director 

DATE: December 4, 2025

SUBJECT: Lease Report

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

1. Tenant: ReArch Company Inc.
Space: 325 Corporate Drive (Suite #203)
Use: Administrative, Executive and General Purposes
Term: 3-year term expiring October 31, 2028, with two (2) three-year options

2. Tenant: Dakota Wealth, LLC
Space: 100 Arboretum Drive
Use: General Office use and customary accessory uses
Term: Eighty-four (84) months, with one (1) five-year option

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

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, A.A.E., Executive Director *PEB*

DATE: December 4, 2025

SUBJECT: Contract Reports

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

1. Project Name: Fuss & O'Neill
(PDA's On-Call Environmental Engineering Consultant)
Board Authority: Director Ferrini
Cost: \$2,500.00
Summary: For the preparation of a draft Notice of Intent.
2. Project Name: B&H Photo
Board Authority: Director Ferrini
Cost: \$6,862.53
Summary: Purchase of three (3) overhead projectors for the Simulator Room at Pease Golf Course.

Memorandum

To: Paul E. Brean, A.A.E., Executive Director *PEB*

From: Chasen Congreves, Business Development *CC*

Date: 12/5/2025

Re: Pease Development Authority Marketing Funds FY26

In accordance with the Board's November 18, 2025, approval authorizing the use of FY26 budgeted marketing funds totaling \$237,500, and requiring expenditure reporting at the subsequent Board meeting, the Pease Development Authority ("PDA") provides the following report. As of November 30, 2025, actual FY26 marketing expenditures total \$29,344 (resulting from prior Board-authorized marketing expenditures).

1. Organization: Airport One, LLC
 - Cost: \$8,000.00
 - Term: 5 Months (December 2025 – April 2026)
 - Purpose: Allegiant Air identified performance challenges on the Sanford–Orlando International Airport (SFB) – Portsmouth International Airport (PSM) route and endorsed Airport One, LLC's Route Builder 360 marketing program. This initiative delivers destination-focused digital and social media advertising under a Cooperative ("COOP") marketing agreement. SFB contributed \$10,000, and PSM is supporting \$8,000 as part of a joint effort to improve route performance.
 - Outcome: The program is expected to strengthen load factors on the SFB–PSM route, support Allegiant's long-term viability at PSM, and enhance economic impact within the Seacoast region through increased travelers visiting NH through PSM.

2026 BOARD & COMMITTEE MEETINGS

THIRD TUESDAY OF MONTH AND COMMITTEE MEETINGS MONDAY PRECEDING BOARD MEETINGS

	BOARD		FINANCE		GOLF		AUDIT		PORT		Noise Compatibility	
	Meetings at 8:30 am	Day	Meetings at 9:00 am	Day	Meetings at 8:30 am	Day	Meetings at 8:30 am	Day	Meetings at 8:00 am	Day	Meetings at 6:30 pm	Day
Month	Date		Date		Date		Date		Date		Date	
January	01/13/26	Tues.										
February		None										
March	03/17/26	Tues.	03/16/26	Mon.	03/16/26	Mon.			03/05/26	Thurs.		
April	04/21/25	Tues.										
May	05/19/26	Tues.					04/13/26	Mon.			Tues.	04/21/26
June	06/16/26	Tues.	06/15/26	Mon.	6/15/2026	Mon.			06/04/26	Thurs.		
July		None										
August	08/18/26	Tues.										
September	09/15/26	Tues.	09/14/26	Mon.	09/14/26	Mon.			09/03/26	Thurs.		
October	10/20/26	Tues.					10/13/26	Tues.			Tues.	10/20/26
November	11/17/26	Tues.										
December	12/15/26	Tues.	12/14/26	Mon.	12/14/26	Mon.			12/03/26	Thurs.		
Annual												
NOTE: ALL MEETINGS BEGIN AT 8:30 A.M. UNLESS OTHERWISE POSTED.												
Legend												
Board	Third Tuesday of Month											
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)											

Holidays - 2026		Day	Date
New Year's Day		Thursday	1/1/2026
Martin Luther King, Jr./Civil Rights Day		Monday	1/19/2026
Washington's Birthday		Monday	2/16/2026
Memorial Day		Monday	5/25/2026
Juneteenth Day		Friday	6/19/2026
Independence Day		Friday	7/3/2026
Labor Day		Monday	9/7/2026
Columbus Day		Monday	10/12/2026
Veterans Day		Wednesday	11/11/2026
Thanksgiving Day		Thursday	11/26/2026
Day after Thanksgiving		Friday	11/27/2026
Christmas Day		Friday	12/25/2026

MEMORANDUM

To: Paul E. Brean, Executive Director *ABV*
From: Anthony I. Blenkinsop, General Counsel *AB*
Date: December 5, 2025
Re: Election of Officers - Proposed Motions

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 Tuesday, December 16, 2025:

ELECTION OF OFFICERS

Executive Director:

"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?"

Board Member:

I move that we elect _____ as Vice-Chairman of the Pease Development Authority."

Meeting Chairman:

"Is there a second?"

"Is there any discussion on the motion?"

"I'll call for a vote."

II. **Meeting Chairman:**

"Do I have a motion for election of a Treasurer?"

Board Member:

"I move that we elect _____ as Treasurer of the Pease Development Authority."

Meeting Chairman:

"Is there a second?"

"Is there any discussion on the motion?"

"I'll call for a vote."

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Stephen M. Duprey, Pease Development Authority ("PDA") Chairman *SM Duprey*
Re: PDA Committee Appointments
Date: December 5, 2025

As PDA Chair, it is my duty to make yearly appointments of PDA Board members to the various Standing and Ad Hoc Committees of the PDA. Therefore, attached please find my committee appointments for the upcoming year, effective as of December 16, 2025. Please note there will be no ex-officio appointments to any committees this year. Please include this in the Board's December meeting agenda packet.

PDA COMMITTEE LISTING – EFFECTIVE December 16, 2025

Standing Committees

Executive Committee

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

Finance Committee

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

Airport Committee

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

Marketing and Economic Development Committee

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

Zoning Adjustment & Appeals Committee

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

Port Committee

Neil Levesque, **Chair**
Steve Fournier
Karen Conard
Staff Contact: Brean/Hartley

Audit Committee

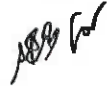
Thomas G. Ferrini, **Chair**
Stephen M. Duprey
Karen Conard
Staff Contact: Anzalone

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.

Memorandum

To: Paul Brean, A.A.E., Executive Director 
From: Jared Sheehan, Deputy Director of Engineering & Environmental Compliance 
Date: December 5, 2025
Subject: Wetlands Application for Dredging by Lonza at Hodgson Brook

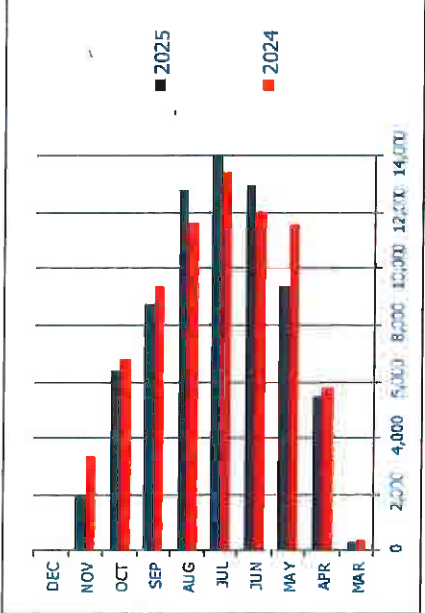
Lonza Biologics, Inc. has hired Vanasse Hangen Brustlin Inc. (VHB) to prepare a Wetlands Permit Application in coordination with the Pease Development Authority (PDA) and the City of Portsmouth, to address the sediment accumulation in Hodgson Brook adjacent to Goose Bay Drive. Lonza proposes to remove the accumulated sediment to restore the hydraulic capacity of Hodgson Brook to help reduce future flooding events in this area of Goose Bay Drive. To achieve this a Minimum Impact Standard Dredge and Fill Wetlands Permit Application per Env-Wt 523.04(a) for maintenance dredging will be submitted by VHB on behalf of Lonza as the applicant and PDA as the property owner to NHDES. This report is to inform the Board of the filing of this application. I will be available at the December meeting to answer any questions the Board may have.

N:\ENGINEER\Board Memos\2025\Hodgson Brook Wetland Report.docx

KEY GOLF COURSE BENCHMARKING DATA – NOVEMBER 2025

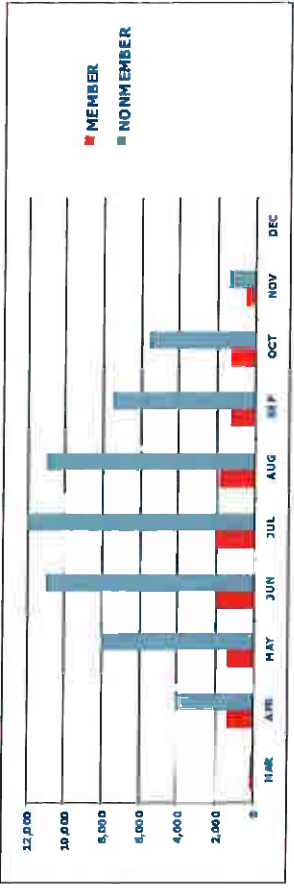


ROUNDS OF GOLF PLAYED (SEASON)



	2025 SEASON	2024 SEASON	2023 SEASON
ROUNDS PLAYED	72,012	74,251	73,897
RAIN DAYS	55	55	58

2025 MEMBER / NONMEMBER ROUNDS (SEASON)



2025 ROUNDS- SEASON		
MEMBER	11,556	
NONMEMBER	60,456	
TOTAL	72,012	
2024 ROUNDS- SEASON		
MEMBER	10,725	
NONMEMBER	63,526	
TOTAL	74,251	



GOLF SIMULATOR REVENUES	FY 2026	FY 2025	GRILL 28 GROSS SALES	FY 2026	CONCESSION FEES EARNED (17%)	FY 2025	CONCESSION FEES EARNED (17%)
JULY	\$365	\$120	JULY	307,912	52,345	282,315	47,994
AUGUST	\$420	\$165	AUGUST	324,897	55,232	299,823	50,970
SEPTEMBER	\$1,062	\$390	SEPTEMBER	254,383	43,245	249,293	42,380
OCTOBER	\$2,474	\$3,212	OCTOBER	198,797	33,796	197,547	33,583
NOVEMBER	\$12,151	\$12,631	NOVEMBER	107,746	18,317	128,372	21,823
DECEMBER		\$18,395	DECEMBER		0	150,458	25,578
JANUARY		\$24,692	JANUARY		0	108,049	18,368
FEBRUARY		\$22,331	FEBRUARY		0	87,732	14,914
MARCH		\$21,888	MARCH		0	118,939	20,220
APRIL		\$6,299	APRIL		0	157,787	26,824
MAY		\$895	MAY		0	235,577	40,048
JUNE		\$480	JUNE		0	312,323	53,095
	\$16,472	\$111,497		\$1,193,735	\$202,935	\$2,328,215	\$395,797

CLUB/ COURSE FUNCTIONS	FY 2026 YTD	FY 2025 YTD
GROUPS 20-59	47,957	40,815
TOURNAMENT PLAY	165,778	177,921
LEAGUES	45,947	44,475
FOOD AND ROOM FEES THRU	198,530	121,613

AIRPORT REPORT

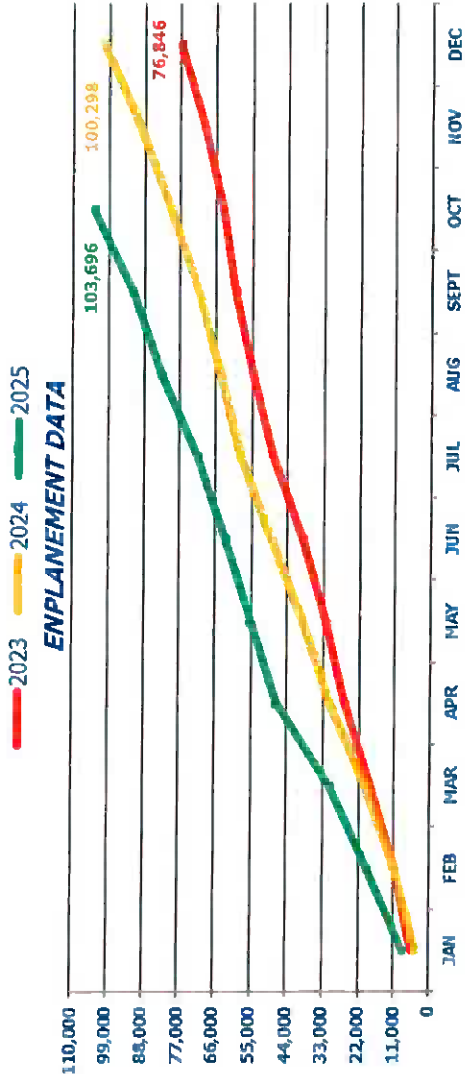
PERIOD ENDING OCTOBER 2025



OCT ENPLANEMENTS		2025
Scheduled Enplanements		7,203
Chartered Enplanements		4,945
Total Enplanements		12,148
2025 Enplanements YTD		103,696

- REVENUE PARKING-OCT \$40,194
960 Transactions @ \$41.87
- OCT FUEL FLOWAGE FEES \$191,167.88
 - Total Gallons 1,737,889.80
 - CRAF and DOD 79%
 - Commercial 7%
 - General Aviation 14%
- Preliminary November 2025 parking report shows 58% revenue increase over Nov 2024

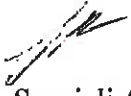
- AIP Grant Funded Equipment
 - Received new Multi-Task Equipment (MTE)
 - snow removal equipment (SRE)
- Airfield Construction
 - Thermo Fisher Hangar Development
- AIP Grant Funded Projects
 - Taxiway Alpha South & Holding Bay Reconstruction- Currently in Design Phase
- Air Service Update
 - Breeze Airways – RSW Route – Returns Dec 3
 - Breeze Airways – RDU Route – Begins Dec 11
- Enterprise Concession Fees: JULY, AUG, SEPT: \$52,314.54





36 Airline Ave., Portsmouth, NH 03801
603.433.6536

Memorandum

To: John Meehan, Airport Manager 
From: Josh Wright, Airport Operations Specialist 
Date: December 3, 2025
Re: Noise Report for November 2025

Portsmouth International Airport at Pease ("PSM") received one noise inquiry in November 2025

- November 18, 2025: A resident of Greenland, New Hampshire called to log a complaint for a helicopter operating over his house for nearly an hour. The call was answered and explained that an UH-60 Blackhawk Helicopter was conducting military training in the pattern and was adequately varying their pattern.

All noise inquiries submitted to the noise line are received and responded to unless otherwise specified.

To: Pease Development Authority (PDA) Board of Directors
From: Richard Hartley, Director, Ports and Harbors *PH Nantley*
Date: December 5, 2025
SUBJECT: Ports And Harbors Facilities Report for Dec 16, 2025 meeting

Market Street Terminal:

- **Vessel/ Cargo Report:**
 - *USCGC Marcus Hanna* – Tending Navigational Aids on Piscataqua River
 - *Schoharie* – Bunkers
 - *Shining Star* – Star Island Corp. Waste Removal (Fee Waiver Granted)



- **Functional Replacement :**
 - Received Army Corp of Engineers Individual Permit for pier-side dredging from 22' MLW to 36' MLW.
 - Coordinating floating dock final placement design with AME and NHDOT.
- **Foreign Trade Zone #81 Items:**
 - LDI Solutions site activated and in use
 - SubCom site activated and in use
 - There are 3 companies with applications submitted awaiting activation
 - Several other companies have indicated an application will be submitted

Other Terminal and Port Items:

- Maritime Administration PIDP Grant answer expected January 2026 with a possibility that the 2026 MARAD PIDP Grant application will be open for submittal

- before the 2025 grant requests are answered. DPH met with MARAD on December 8, 2025 to improve grant application process and opportunities.
- Spoke with CBP last month to discuss foreign-flagged cruise ships calling on Portsmouth.
- New Truck Scale installed-photo below



Marine Facilities:

- Communication line has been established for the 2025/2026 winter season with on-call snow plow removal contract with Northeast Landcare (NELC)
- Pre storm facilities guide final draft with DPH, looking to have it sent over for PDA review and provide the final draft in the near future. This guide outlines what the staff must do at the end of the summer season in order to prepare for the winter season and potential storms. This will be used to recreate a detailed FEMA report if needed

Portsmouth Fish Pier:

- LRE/ BPS (Bob Daniels Electrical Contract) and PDA Electrical team were on site to troubleshoot the fueling system. The QT Pod (credit card machine) was having trouble communicating to the pumps- the system was intermittently working, since repairs have been made, there have been no failures.
- The facilities team is continuing to maintain strong communication with the commercial fishermen/lobstermen as new issues arise.

Rye Harbor:

- Finalizing AME design and engineering proposal for FEMA Architectural & Engineering services for the Seawall project, should be ready for the Board for the January Board meeting.
- Recreational float replacement (Internal HDPM funds approved by State in September) is out to bid, the goal is to have them installed for the summer 2026 season. Expect to have a bid for board consideration at the January board meeting.
- Both of these line items were outlined in the Rye Harbor Study as items that should be addressed. The team is working on making a task list for projects for next summer.

Hampton Harbor:

- Commercial floats have been left in for the winter season to assist commercial fishermen in safe operation.

Future projects:

- Facilities SOP:
 1. Roles and responsibilities
 2. Oil Spill Response Guide
 3. Storm response and damage assessment plan (FEMA)
 4. Maintenance guide
- Looking into 2026 federal grant opportunities for Harbors. (New office building, PFP fresh fish cooler)
- ICE machine ROE spring 2026
- Hoist assessment PFP/Rye Harbor 2026 season.

Moorings, Enforcement:

- Mooring applications: Lana has printed, cross-checked, and prepared the approximately 1500 mooring apps for mailing. The Commercial apps have gone out in anticipation of DMV day Dec 19th
- Aids to Navigation: All aids have been retrieved and stored. During the winter they will be serviced and inventoried, and needed equipment ordered.
- Answer to last BOD meeting comment from a commercial fisherman regarding why the due to date for mooring applications is March 1st instead of January 1st:
 - When this date was created public input was overwhelmingly in favor of a firm deadline to be before boating season began, but not in the winter when boating was not on their minds. The majority of public comment requested that March 1st be selected.
 - A valid boat registration (for the mooring permit year) is required at time of mooring permit reapplication. Part of the public input indicated that it may be difficult to complete boat registrations by January 1st. Having a March 1st deadline provides a buffer to allow permit holders to obtain a valid (current year) boat registration, especially if they are mailing the boat renewal in to Concord for processing rather than going in person.

Dredging:

- The last obstruction in the upper turning basin appears to have resolved by being reduced by river currents and will be monitored.
- The Hampton/Seabrook harbormasters are continuing process of assisting ACOE with the economic impact study as part of the Section 107 Feasibility Study.

December 3, 2025

Noah J. Elwood, P.E. President
Appledore Marine Engineering, LLC
600 State Street, Suite E
Portsmouth, NH 03801

**Re: Exercise of Option - Agreement for Marine Engineering Services
Pease Development Authority Division of Ports and Harbors, Portsmouth, NH**

Dear Noah:

In accordance with the terms of the Agreement for Marine Engineering Services between Appledore Marine Engineering, Inc. and the Pease Development Authority ("PDA"), please be advised that PDA is exercising the last of its three (3) one year options to extend the Agreement for an additional year, through December 31, 2026, on the same terms and conditions contained in the Agreement effective January 1, 2023, but with cost adjustments as referenced in your correspondence dated December 1, 2025, attached hereto.

Thank you for your continued service to the Pease Development Authority, Division of Ports and Harbors.

Sincerely,



Paul E. Brean
Executive Director

attachment

cc: Richard Hartley, Director of Division of Ports and Harbors
Michael R. Mates, P.E., Director of Engineering



December 1, 2025

Richard Hartley, Director
New Hampshire Port Authority
PDA Division of Ports & Harbors
555 Market Street
Portsmouth, NH 03801

Re: Pease Development Authority, Division of Ports and Harbors
On-Call Marine Engineering and Architectural Services Contract
Request to Exercise Option Year 3

Dear Director Hartley:

As noted in our referenced On-Call contract, our Option Year 2 expires on 31 December 2025. We respectfully request exercise of Option Year 3 effective 1 January 2026.

We propose to use the Governments published cost of living adjustment (COLA) (www.ssa.gov) to determine escalation, as noted in the signed contract agreement. To that end we propose a 2.8% increase in our rates as outlined below.

2026 Contract Rates		
Category	Base Rate	Billing Rate*
Project Manager	102.34	281.27
Senior Engineer	87.36	240.11
Engineer	65.83	180.94
Technician	63.07	173.35
CADD Professional	46.08	126.66
Clerical	41.056	114.23

*Billing rates include 149.86% overhead and 10% profit.

We thank you for your review and consideration, and most importantly the opportunity to continue to work for the PDA-DPH. We are available at your convenience to discuss this information further.

Regards,



Vanessa Swasey

Deputy Project Manager



Noah J. Elwood, PE

Principal in Charge



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: November 18, 2025

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

From: Richard Hartley, Director, Ports and Harbors 

Subject: Bulk Fuel Deliveries – Atlantic Marine Corporation & Irving Oil Terminals, Inc.

The Division of Ports and Harbors (the "Division") received a request from Atlantic Marine Corporation ("AMC") and Irving Oil Terminals, Inc. for a 6 month joint Right of Entry (ROE) to make bulk diesel fuel deliveries to vessels at Division facilities. The Division reviewed the request and in working on the ROE terms with Deputy Counsel Joshua Wyatt, recommended approval through the Delegation of Authority to approve Right of Entries for 6 months or less, adopted May 10, 1994 and amended April 20, 2018. PDA Executive Director Brean, and Director Levesque approved the ROE, generally in accordance with the following terms and conditions:

PREMISES: Market Street Marine Terminal

PURPOSE: Delivery of diesel fuel over the water to Commercial Vessels

TERM: Six months, commencing upon approval

FEES: For duration of the ROE, the Fluids Transfer (gasoline prohibited) fees will be set by the rate found in the Market Street Terminal Schedule of Rates, Rules, and Regulations (Exhibit A). Presently, these are as follows:

1. \$0.16 per gallon for vessels with tank capacity of less than 10,500 gallons;
2. \$0.02 per gallon for vessels with a tank capacity of greater than 10,500 gallons.

INSURANCE: Minimum insurance coverage, as outlined in Exhibit C to include pollution liability in a minimum amount of \$1,000,000.00 to cover losses arising from fuel spills.

ADDITIONAL
TERMS AND
CONDITIONS:

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

For vessels with less than 10,500 gallon capacity, diesel fuel (gasoline prohibited) will only be delivered to vessels that have a contractual agreement with the PDA-DPH to receive deliveries including an approval issued by the New Hampshire State Fire Marshal.

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

Over the water, direct to vessel diesel fuel deliveries are regulated as follows:

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

***SAMPLE* 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.

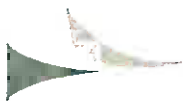
1. Hampton Harbor Marine Facility – Right of Entry Transfer from Robert Nudd to Joshua Heath * **(Conard)**
2. Market Street Terminal – Army Corp of Engineers – Permitting for Functional Replacement * **(Fournier)**
3. Initial Proposal of Schedule of Fees, Mooring Permit and Wait List Application * **(Levesque)**

***SAMPLE* MOTION**

Director Conard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the assignment of the Right of Entry issued to Robert Nudd to Joshua Heath for the cold storage building located at the Hampton Harbor Marine Facility, all in accordance with the memorandum of Richard Hartley, Director of Ports and Harbors, dated December 2, 2025; attached hereto.

N:\RESOLVES\2025\Nudd to Heath ROE Transfer (12-16-2025).docx



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Richard Hartley, Director Ports and Harbors 

DATE: December 2, 2025

SUBJECT: Hampton Harbor Marine Facility, Right of Entry transfer Nudd to Heath

The Division received a request from Robert Nudd ("Nudd"), who operates the lobster fishing vessel, F/V Sheila Ann, to transfer his Right of Entry (ROE) for the cold storage building located at the Hampton Harbor Marine Facility ("Marine Facility") to Joshua Heath. Nudd is selling his entire lobster fishing business to Heath who has been Nudd's deckhand for the last 9+ years.

The ROE provides a location for the placement of a building at the Marine Facility to be used for cold storage of lobster bait directly related to the ROE holder's commercial fishing business operations at the Marine Facility. No other use of the Premises will be permitted. Heath has reviewed the existing Right of Entry (ROE), attached hereto, and has confirmed his agreement with the current terms and conditions. Additionally, Heath understands that any extension of the ROE is at the discretion of the PDA Board, and there is no guarantee or assurance that the ROE will be extended beyond April 30, 2026.

The Division has reviewed the request and will provide a report to the PDA Port Committee at their December 11, 2025 meeting. Therefore, the Division recommends that the PDA Board of Directors approve the transfer of the ROE from Nudd to Heath under the existing terms and conditions, including but not limited to:

Term: January 1, 2026-April 30, 2026, and for any extension of the current term approved by the PDA Board after April 30, 2026.

Fees: \$12.00 per "length over all" of the vessel Commercial Pier-Use Permit, fee subject to change per Pda 610.01(b), if applicable

Insurance: Minimum insurance coverage, outlined in the attached Right of Entry as Exhibit B

Additional Requirements: Entities and individuals issued a Right of Entry are subject to applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 55 International Drive, Portsmouth, NH 03801, under the authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Robert Nudd ("Nudd"), 531 Exeter Rd., Hampton, NH 03842 to use designated property of the State of New Hampshire, at the Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH (the "Marine Facility") solely pursuant to the terms of this ROE and for the following purposes, and for no other uses unless expressly authorized in writing.

This ROE is given subject to the following conditions:

PREMISES: An area of land located within the Marine Facility, as shown in the location map attached as Exhibit A, which is incorporated herein by reference, for the placement of a 24 x 16 foot +/- wooden frame, single-story building ("Building") owned by Nudd ("Premises").

PURPOSE OF ROE: To provide a location for the placement of the Building at the Marine Facility to be used for storage of lobster bait directly related to the ROE holder's commercial fishing business operations at the Marine Facility; no other use of the Premises is permitted.

PERIOD OF USE: Period 1-July 1, 2023-April 30, 2024
Period 2-May 1, 2024-April 30, 2025

CUSTOMER

PARKING FEE: Period 1-\$5.00 per vehicle
Period 2-\$5.00 per vehicle, subject to change per paragraph 4

ROE FEE: Period 1-\$1,000.00
Period 2-\$1,250.00

1. PDA-DPH grants Nudd the right and privilege to place and maintain the Building on the Premises. Improvements or alterations to the interior or exterior of the Building are subject to the advance approval of PDA-DPH. Nudd shall ensure the Building is properly secured to the Premises and shall maintain the exterior and interior of the Building to ensure it is neat and attractive in appearance to the public, and agrees to periodically apply fresh coats of paint or stain, and take such other measures as may be required to meet this requirement, subject to the approval of PDA-DPH.

2. The term of this ROE shall be as set forth above as Period of Use. Requests for renewal shall be submitted to the DPH Director in writing no less than ninety (90) days prior to the expiration of Period 2.
3. Nudd customers shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH. Nudd shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
4. Nudd employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, Nudd shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. Nudd agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
5. Nudd agrees that its owners, employees, and agents, who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste the animal excretes or garbage it causes to be scattered on the property.
6. Nudd is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
7. Nudd shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
8. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.
9. Nudd may utilize the area in front of the Building for loading and unloading. Any loading and unloading shall not unreasonably interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH. Final decisions regarding delivery times are determined by PDA-DPH.
10. The Rental Fee for the Premises is due and shall be paid in full on or before July 1st each year of the term of this ROE. The rental fee shall be made payable to PDA-DPH and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801. Written notification of any fee and rate increases will be provided to current ROE holders on or before February 1st of any given year during the term of the ROE and will become part of this ROE and effective on April 1st of that year.

11. Nudd shall obtain advance approval from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on whether to approve the sign or advertisement shall be in its sole discretion and shall be final.
12. In order to guarantee the high quality of services and merchandise provided to the public from the Premises, any PDA-DPH questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.
13. All utilities to serve the Premises and the Building shall be at the sole responsibility and cost of Nudd.
14. Nudd shall be responsible for regular and routine cleaning of all areas of the Premises, the Building, and equipment where merchandise is stored, prepared or sold. Nudd shall be responsible for grounds pickup on the Premises and in common areas which are used by Nudd's customers. All areas of the Premises, including but not limited to areas behind the Building, shall be maintained in a neat and orderly manner. Cleaning within this ROE shall include the picking up of all waste material and the routine cleaning of equipment, walls, floors, windows, fixtures, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service. Nudd shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other governmental agency having jurisdiction over such matters. Nudd shall be responsible for promptly and regularly picking up garbage and rubbish generated by its operations or customers and depositing same at a location at the Marine Facility designated by PDA-DPH.
15. Nudd agrees to defend and indemnify the State of New Hampshire and PDA-DPH against and from any and all claims, judgments, damages, penalties, fines assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts fees) resulting or arising during the term of this ROE:
 - A. From any condition of the Premises including the Building structure or improvements thereon for which Nudd has taken possession of hereunder;
 - B. From any breach or default of any obligation on the part of Nudd to be performed pursuant to the terms of this ROE or from any act or omission of Nudd or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. From any accident, injury, death, loss or damage whatsoever caused, to any person or property occurring during the term of this ROE, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, building, and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
16. On or before the effective date of this ROE, Nudd and any agent, contractor, or vendor of Nudd shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit B. These are minimum insurance requirements designed to protect the interests of PDA-DPH and the State of NH. Replacement costs of Nudd's building and contents may not be protected under these terms.

Nudd should consult with its insurance provider to ensure its individual insurance needs are met.

17. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire and PDA-DPH is reserved to the fullest extent allowed under law subject however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch.492:8 as the same may be amended.
18. **Nudd** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **Nudd** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 15 shall survive termination.
19. PDA-DPH may terminate this ROE by giving **Nudd** thirty (30) days advanced written notice of termination in the event of the failure of **Nudd's** to perform, keep or observe any of the provisions of this ROE and the failure of **Nudd** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **Nudd** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice.
20. This ROE may be terminated immediately by PDA-DPH in the event **Nudd** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **Nudd** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 15 shall survive termination.
21. In the performance of this ROE, **Nudd** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **Nudd** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Nudd** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Nudd** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Nudd** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.
22. In connection with the performance of this contract, **Nudd** agrees to comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Nudd** and to procure and maintain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Federal and/or State Aquaculture Permit, Wholesale Marine Species License, Wetlands Board, Marine Safety, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.

23. Nudd shall be familiar with and follow Administrative Rules Pda CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Division's web site, www.portofnh.org.
24. In accordance with Administrative Rule Pda 603.11 (a), Nudd acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
25. In accordance with Administrative Rule Pda 603.11 (b), Nudd acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
26. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises. Ready to eat, restaurant style food items shall include, but not be limited to, sandwiches, wraps, burgers, hotdogs, soups & chowders, salads, prepared seafood, and such other edible/consumable items sold in conjunction therewith. The determination of what constitutes such food items is in the sole discretion of the PDA-DPH, which determination shall be final.
27. Nudd is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
28. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and Nudd for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. Nudd shall be represented, at a minimum, by one (1) officer/member of the company.
29. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of Nudd's operation shall be suspended or abated until and if said Premises, Building, or any party thereof shall have been placed in proper condition for use by Nudd. PDA-DPH may terminate this contract in the event Nudd fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, Nudd shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.
30. The Building and any equipment thereof which are the property of Nudd shall remain the property of Nudd and, upon termination of this ROE by lapse of time or otherwise, Nudd shall promptly remove same from the Premises. Upon the termination of this ROE, Nudd may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by Nudd.
31. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the Building to another party does not guarantee that party will receive a Right of Entry for the Premises.
32. Nudd shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the Premises and Building at all reasonable hours for the purpose of examining and inspecting said Premises and Building, or for any other purpose as may be required by this ROE. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of

Nudd's business.

33. Nudd may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. Nudd will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time.
34. To the extent applicable, Nudd agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. Nudd agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event Nudd shares a larger parcel of land with lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of Nudd to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. Nudd shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of Nudd's failure to pay said taxes.
35. This ROE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
36. This ROE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

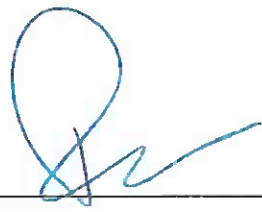
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Robert Nudd
Right of Entry, Hampton Harbor Marine Facility
7

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: June 6, 2023

Raeline A. O'Neil
Witness Raeline A. O'Neil


Paul E. Brean, Executive Director, PDA

Robert Nudd

Date: 5/24/23

Brenda Therrien
Witness Signature

Brenda Therrien
Witness Printed Name


Authorized Signature

Robert Nudd
Printed Name/Title

EXHIBIT A

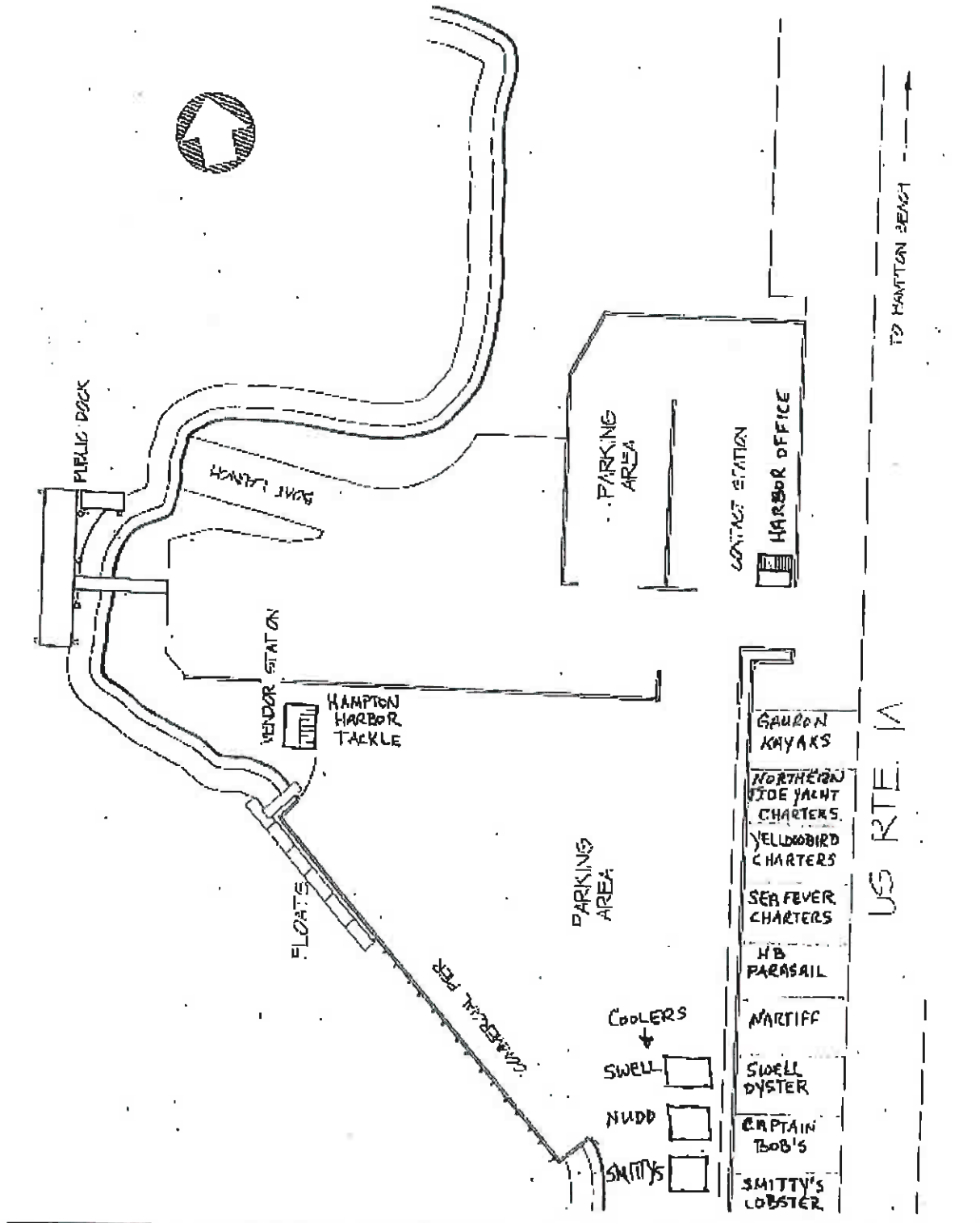


EXHIBIT B

**MINIMUM INSURANCE REQUIREMENTS
RIGHT OF ENTRY HOLDERS, WITH AN ASSOCIATED BUILDING,
OPERATING ON THE PROPERTY OF THE STATE OF NH,
PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS (PDA-DPH)**

All Right of Entry holders with an associated building are required to provide a Certificate of Insurance ("COI") to the Pease Development Authority-Division of Ports and Harbors ("PDA-DPH") before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. ROE holder shall ensure renewal certificates of insurance are on file with PDA-DPH prior to policy expiration dates. Failure to comply with the requirements set forth herein may cause a delay in opening for business on schedule or result in the immediate termination of this contract.

The following are the minimum requirements for insurance coverage:

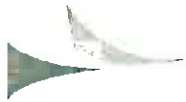
1. **Commercial General Liability:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
2. **Automobile Liability:** \$1,000,000.00 automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Additional Insureds:** State of New Hampshire, Pease Development Authority, and Division of Ports and Harbors, must be named as additional insureds under all liability coverages
5. **Certificate Holder:**
Pease Development Authority, Division of Ports of Harbors
555 Market St.
Portsmouth, NH 03801
6. **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.
7. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage
8. **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.
9. **Renewed COI's to be forwarded to additional insured prior to previous COI expiration date.**

For questions, please contact the Pease Development Authority Legal Department at (603) 433-6348.

***SAMPLE* MOTION**

Director Fournier:

The Pease Development Authority Board of Directors authorizes the Executive Director or designee, in accordance with his respective powers and duties, and in support of New Hampshire Department of Transportation's ("NHDOT") Functional Replacement project #15731 for DPH property at the Market Street Marine Terminal Facility, to execute an individual permit from the Army Corps of Engineers to initiate the procurement phase of the Functional Replacement Project; all in accordance with the memorandum of Richard Hartley, Director of Ports and Harbors, dated December 8, 2025, attached hereto.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Richard Hartley, Director Ports and Harbors

DATE: December 8, 2025

SUBJECT: Army Corp of Engineers, Individual Permit, Functional Replacement

This Army Corps of Engineers ("ACOE") permit, (No. NAE-2023-00927), pertains to the Division of Ports and Harbor's (the "Division") Functional Replacement Project (the "Project") at the Market Street Marine Terminal (the "Terminal"). Among other important items related to bringing the Terminal back to full functionality from the relocation of the Sarah Mildred Long Bridge, the Project involves dredging and related activities in tidal waters, necessitating an Individual Permit from the Army Corps of Engineers. The Division received a proposed permit from the ACOE and full execution is a critical and necessary step in advancing the Project. Attached for reference is the proposed permit, which outlines the relevant permit details. The Division has also requested that the 'Permittee' be revised to Pease Development Authority, Division of Ports and Harbors. The ACOE has indicated that this revision is forthcoming, and we will ensure that the finalized permit reflects this change before execution.

Although many of the proposed permit's conditions are standard—and similar permits have been executed by the PDA-DPH in the past—this permit includes an indemnity clause in favor of the federal government. As a result, PDA Board review and approval are warranted. *See* RSA 12-G:8, XVIII (enabling the PDA "to accept such . . . permits . . . as may be tendered to it by [federal] agencies or officials, upon such terms and conditions as [the PDA] may deem appropriate."); *see or cf.* RSA 12-G:42, XVI (expressly authorizing indemnification in the context of project partnership agreements between the PDA-DPH and the ACOE).

Executing the ACOE permit will move the Division closer to initiating the procurement phase of the Functional Replacement Project.

Therefore, the Division recommends the PDA Board of Directors authorize the PDA Executive Director, or designee, to execute the ACOE Individual Permit.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

November 26, 2025

Regulatory Division
File Number: NAE-2023-00927

Richard Hartley, Director
PDA Division of Ports & Harbors
New Hampshire Port Authority
555 Market Street
Portsmouth, NH 03801
r.hartley@peasedev.org

Dear Mr. Hartley:

This letter is regarding your application submitted to the U.S. Army Corps of Engineers (USACE) for activities in Waters of the United States to conduct improvement dredging over an area of approximately 61,450 square feet below the High Tide Line (HTL). The work is located in the Piscataqua River at 555 Market Street in Portsmouth, New Hampshire at site coordinates N 43.084373, W -70.761500 and is shown on the enclosed plans titled, "Pease Development Authority, Division of Ports and Harbors, Portsmouth, New Hampshire, Market Street Terminal, Functional Wharf Replacement Barge Dock, Environmental Impact Plans," in sheets 1 through 18 dated July 2023, Rev. October 2023.

Specifically, the following activities are being permitted:

- Conduct improvement dredging over an area of approximately 61,450 square feet to a depth of -36 feet mean lower low water with 1-foot of allowable over-depth in the Piscataqua River for a volume of approximately 17,800 cubic yards of dredged material.
- Rock removal via blasting will be performed for a volume of approximately 800 cubic yards.
- The work will be conducted using an excavator or mechanical bucket and crane mounted on a floating plant with disposal of a total volume of approximately 18,600 cubic yards of dredged material at the Isles of Shoals North Dredged Material Disposal Site using a bottom dumping barge.

Enclosed is a copy of your initial proffered permit (standard permit) for the proposed work. If you have no objections to the initial proffered permit, please sign, date, and return it to this office for validation as soon as possible. Upon receipt of the signed copy and the items below, the permit will be validated and returned to you without delay. Your DA permit will not be valid until we have returned a copy to you bearing both your

signature and the signature of the appropriate USACE official.

This permit is a limited authorization containing a specific set of conditions. Please read the permit thoroughly to familiarize yourself with the conditions. If a contractor performs any authorized work for you, both you and the contractor are responsible for ensuring that the work is performed in compliance with the permit's terms and conditions, as any violations could result in civil or criminal penalties.

This letter contains an initial proffered permit for your proposed project. If you object to this decision because of certain terms and conditions therein, you may request an administrative appeal under USACE regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this decision, you must submit a completed RFA form to the North Atlantic Division Office at andrew.c.dangler@usace.army.mil or the following address. Mr. Dangler's phone number is (518) 487-0215.

Mr. Andrew Dangler, Regulatory Appeals Review Officer
U.S. Army Corps of Engineers
North Atlantic Division – Fort Hamilton
301 John Warren Avenue – First Floor
Brooklyn, NY 11252-6700

Direct questions regarding the USACE appeals process to Michael Hicks of my staff at (978) 318-8157 or michael.c.hicks@usace.army.mil.

In order for an RFA to be accepted by USACE, USACE must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address within 60 days from the initial proffered permit date. It is not necessary to submit an RFA form to the Division Office if you do not object to the decision in this letter.

You may not object to, or appeal conditions contained in the coastal zone management consistency determination under this program as they are automatically included in the Federal permit.

This permit also constitutes your approval under Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408) as it has also been determined that the activities authorized do not impair the usefulness of the USACE Navigation project and are not injurious to the public interest.

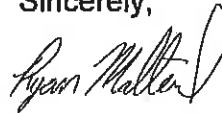
Please contact us immediately if you change the plans or construction methods for work within our jurisdiction. We must approve any changes before you undertake them.

This authorization does not obviate the need to obtain other Federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

Please contact Michael Hicks of my staff at (978) 318-8157 or at michael.c.hicks@usace.army.mil if you have any questions.

Sincerely,



Ryan Malterud
Deputy Chief,
Regulatory Division

Enclosures:

- 1) Initial Proffered Permit Decision
- 2) 408 Special Conditions
- 3) Request for Appeal Form
- 4) NAP & RFA Form – Appendix Flow Charts
- 5) CZM Consistency
- 7) Dredge and Disposal Form
- 8) Work Start Notification
- 9) Compliance Certification

Cc:

Kelly Egan, USACE, Kelly.A.Egan@usace.army.mil
Jamie Sikora, FHWA, Jamie.sikora@dot.gov
Nadine Miller, DNCR-NHSHPO, nadine.m.miller@dn-cr.nh.gov
Christine W, Perron, CWS, McFarland Johnson, cperron@mjin-c.com
Jenifer Thalhauser, USACE, Jenifer.E.Thalhauser@usace.army.mil
Christina Comeau, USACE, Christina.M.Comeau@usace.army.mil
Aaron Hopkins, USACE, Aaron.D.Hopkins@usace.army.mil

Jean Brochi, EPA, brochi.jean@epa.gov
Steven Wolf, EPA, wolf.steven@epa.gov
Regina Lyons, EPA, lyons.regina@epa.gov
Roosevelt Mesa, NOAA Affiliate, roosevelt.mesa@noaa.gov
Nadine Miller, DNCR-NHSHPO, nadine.m.miller@dncr.nh.gov
Andrew O'Sullivan, NHDOT, andrew.m.osullivan@dot.nh.gov
David Simmons, USFWS, david_simmons@fws.gov
Jeff Folsom, Maine-DOT, Jeff.Folsom@maine.gov
Kaitlyn Shaw, NMFS, kaitlyn.shaw@noaa.gov
Darlene Forst, NH DES; darlene.forst@des.nh.gov
Rumi Shrestha, NH DES; Rumi.Shrestha@des.nh.gov
Melissa Rusinski melissa.f.rusinski@des.nh.gov
Mary Ann Tilton, NHDES; mary.a.tilton@des.nh.gov
Christian P. Williams, NHDES; christian.p.williams@des.nh.gov

DEPARTMENT OF THE ARMY PERMIT

Permittee Richard Hartley, Acting Director, PDA Division of Ports and Harbors, New Hampshire Port Authority

Permit No. NAE-2023-00927

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To conduct improvement dredging over an area of approximately 61,450 square feet to a depth of -36 feet mean lower low water with 1-foot of allowable overdepth in the Piscataqua River for a volume of approximately 17,800 cubic yards of dredged material. Additionally, rock removal via blasting will be performed for a volume of approximately 800 cubic yards. The work will be conducted using an excavator or mechanical bucket and crane mounted on a floating plant with disposal of a total volume of approximately 18,600 cubic yards of dredged material at the Isles of Shoals North Dredged Material Disposal Site using a bottom dumping barge. The work is shown on the enclosed plans titled, "Pease Development Authority, Division of Ports and Harbors, Portsmouth, New Hampshire, Market Street Terminal, Functional Wharf Replacement Barge Dock, Environmental Impact Plans," in sheets 1 through 18 dated July 2023, Rev. October 2023.

Project Location:

Within the Piscataqua River off property at 555 Market Street in Portsmouth, New Hampshire 03801.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends three years from the effective date of this permit. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. You shall ensure that a copy of this permit is at the work site (and the project office) authorized by this permit whenever work is being performed, and that all personnel with operational control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this permit. This shall be achieved by including the entire permit in the specifications for work. The term "entire permit" means this permit (including its drawings, plans, appendices, and other attachments) and also includes permit modifications.

If the permit is issued after the construction specifications, but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. If the permit is issued after receipt of bids or quotes, the entire permit shall be included in the contract or sub-contract. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

2. You shall complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date.

3. You shall complete and return the enclosed Compliance Certification Form to this office within one month following the completion of the authorized work.

4. All construction shall be completed in accordance with the limits of construction and construction sequences detailed on the enclosed plan drawings, titled "Pease Development Authority, Division of Ports and Harbors, Portsmouth, New Hampshire, Market Street Terminal, Functional Wharf Replacement Barge Dock, Environmental Impact Plans," in sheets 1 through 18 dated July 2023, Rev. October 2023. If you change the plans or construction methods for work within or adjacent to the Piscataqua River, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

5. It has been determined that the activities authorized do not impair the usefulness of the USACE Navigation project and is not injurious to the Public Interest. In order to comply with the Portsmouth Harbor and Piscataqua River Harbor Federal Navigation Project, the permittee shall comply with all the terms and conditions outlined on the attached 5 sheets entitled, "Section 408 (S408) Permission Request for the Pease Development Authority (PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-00927".

Corps of Engineers Dredging Special Conditions:

6. For projects with open water or ocean disposal, intervening events such as an oil or chemical spill, storm event, or an upstream dam removal may supersede and subsequently invalidate the prior testing data resulting in the need for additional testing. If a project site is located within an area with a higher potential for incremental contamination such as industrial harbors or densely populated watersheds, then confirmatory data may need to be collected and evaluated before a Dredge and Disposal Approval Letter is issued.

7. At least 10 days prior to the initial dredge/disposal action, or any time dredging/disposal resumes after ceasing for 30 days or more, the permittee or their representative shall submit the enclosed Dredge and Disposal Request Form along with a list of intervening events and potential confirmatory data as noted above in Special Condition 6. This will allow this office to verify conditions at the dredge/disposal site. Dredging/disposal shall not begin or resume until this office issues Dredge and Disposal Approval Letter. Submittal of the Dredge and Disposal Request Form is not a guarantee that an approval letter will be issued. The letter will include the approved start and end dates and disposal point coordinates that may differ from those specified for other projects using the same disposal site or even from those specified earlier for this project. The permittee shall contact us as early as possible to request an extension if you anticipate not completing dredge or disposal operations before the approved end date.

8. You shall notify the First Coast Guard District (Local Notice to Mariners Office) at d01-smb-lnm@uscg.mil and Mr. Mark Cutter (Aids to Navigation Office) at (617) 849-2346 or mark.e.cutter@uscg.mil, at least 10 working days in advance of the intended start date to discuss the need to temporarily relocate or remove Aids to Navigation for the duration of the dredge operations.

9. You also notify the U.S. Coast Guard, Sector Northern New England, (207) 767-0320 (phone) or NNEWaterways@uscg.mil (email) at least 10 working days in advance of the intended start date with the location and estimated duration of the dredging and disposal operations.

10. Except when directed otherwise by the Corps of Engineers for site management purposes, disposal of dredged material is not permitted unless the following requirements can be met:

- a. Dredged material shall be released at a specified set of coordinates within the disposal site provided in the Dredge and Disposal Approval Letter with the scow moving at a speed of 3 knots or less.
- b. Disposal shall occur with the scow within 300 feet of the disposal coordinates provided in the Dredge and Disposal Approval Letter. Best management practices shall be used to limit the time that the scow hull doors remain open after exiting the 300-foot radius within the disposal site.
- c. If following the requirements in (a) and (b) above is unsafe, e.g., due to weather or sea conditions, disposal with the scow moving only fast enough to maintain safe control is permitted. In that regard, special attention needs to be given to predicted conditions prior to departing for the disposal site. If disposal occurs without complying with (a) or (b) above, you, your representative, or the captain of the disposal vessel, must notify this office's Dredging Quality Management contact immediately (see contact information below in Special Condition 12(a)). Leave a voice message with the relevant information if no one answers. Information provided shall include disposal coordinates, permit number, volume disposed, date and time of disposal, circumstances of incident, disposal vessel name, name of caller, and phone number of caller. In addition, a detailed written report with supporting documentation shall be provided to this office within 48 hours following any non-compliant event.

11. If any material is released beyond the limits specified in this permit, the vessel Captain of the disposal vessel, your representative, or you shall notify this office immediately at (978) 318-8336. Leave a voice message with the relevant information if no one answers. Information provided shall include disposal coordinates, permit number, volume disposed, date and time of disposal, circumstances of incident, disposal vessel name, name of caller, and phone number of caller. In addition, a detailed written report shall be provided within 48 hours following any such incident.

12. National Dredging Quality Management (DQM) Program Requirements:

- a. Transportation of dredged material requires monitoring by the contractor, which must be performed using the Dredging Quality Management (DQM) system. Submit all questions regarding DQM certification to this office's DQM contact. This office's DQM contact for this permit is Michael Hicks. All submittals and coordination related to this permit sent to the DQM contact shall be marked with the words "Permit No. NAE-2023-00927" and will be emailed to michael.c.hicks@usace.army.mil and cenae-r-nh@usace.army.mil. Documents which are not marked or transmitted in this manner may not reach their intended destination and do not comply with the requirements of this authorization.
- b. You are required to follow the DQM specifications, including the DQM information transfer protocol, located at <https://dqm.usace.army.mil>. This office must have certified each vessel used for this project within a year of the activity and you must send the DQM certification and the Annual System Quality Assurance Verification to this office with the Dredge and Disposal Request Form. You are responsible for ensuring that the DQM system is operational throughout the project and that project data are submitted to the National DQM support Center in accordance with the specifications provided at the aforementioned website. Disposal may not take place if any component of the DQM system is inoperable unless otherwise authorized by the DQM contact (see contact information above). An alternative recording of the absent data stream must be maintained if the DQM-certified telemetry ceases operation during a disposal trip. The breakdown of any DQM-certified telemetry must be reported to the DQM contact and repaired within 48 hours to keep the scow fully compliant with permit conditions. Unless weather, safety, or sea conditions prevent it, the hull doors must be fully closed on split hull scows before the vessel leaves the disposal site.
- c. The DQM system must be capable of providing the information necessary for the Scow Monitoring Profile Specification. You must provide this office with a: i) "Weekly Summary Report Form" at the end of each week for the duration of the project; and ii) "Seasonal/Final Completion of Dredging with Open-Water Disposal Report Form" upon completion of dredging and disposal for the season and project. These will be provided to you with the Dredge and Disposal Approval Letter that authorizes the initiation or continuation of disposal operations. You must make the data collected by the DQM system available to this office upon request.

13. All floating debris in the disposal scow and any non-floating debris greater than 2 feet in any dimension is considered unsuitable for disposal at the Isles of Shoals North Dredged Material Disposal Site (IOSN) and shall be removed from the scow by the permittee or permittee's contractor prior to transport and disposal of dredged material at the IOSN.

14. You shall contact the Corps of Engineers for direction on where to dispose the rock material at the IOSN.

15. Transportation of dredged material to the IOSN shall only be allowed when weather and sea conditions will not interfere with safe transit and will not create risk of spillage, leakage, or other loss of dredged material during transit. This permit does not authorize leakage or spillage out of barges or dump scows of water and/or dredged material while in route to the IOSN. Leakage or spillage may be determined to be unpermitted dumping. Failure to repair leaks or change the method of operation that results in leakage or spillage will result in suspension of dredging operation and may result in requirements for assessing and mitigating the effects of such leakage/spillage and may be subject to enforcement actions.

16. If the permittee encounters significant quantities of rocky material (gravel or coarser) that visibly exceeds 75% of the scow material, the permittee and/or their contractor shall dispose of the material at the approved coordinates specified for such use in the Dredge and Disposal Approval Letter. The permittee and/or their contractor shall notify the USACE New England District Disposal Area Monitoring System point of contact, Aaron Hopkins at aaron.d.hopkins@usace.army.mil or (978)318-8973 every time these alternative coordinates at the LOSN are used. If multiple trips occur in a single day, a single notification including the total number of trips is sufficient.

17. A pre- and post-dredge survey shall be submitted by the permittee to the Corps of Engineers within 60 days of the completion of dredging. The survey must have the authorized and actual dredged areas outlined and must show a calculation of the volume of material removed, based on the pre- and post-dredge surveys.

18. You must allow representatives from U.S. Environmental Protection Agency to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

National Marine Fisheries Service Essential Fish Habitat Conditions:

19. The work authorized by this permit shall not be conducted March 15th through November 15th, inclusive of any year, to minimize adverse impact to fishery resources. All efforts will be made to adhere to a work window from November 15 to February 15 for underwater blasting, and to conduct in water work in December and January to the extent possible.

20. You shall submit a final blasting plan to the Corps of Engineers and the National Marine Fisheries Service at least 21 days prior to conducting the blasting. The final blasting plan shall include avoidance and minimization measures, monitoring protocols for fisheries habitats, and, if plastic shock tubing is used for blast detonation, the following specific measures to contain and/or recover shock tubing:

(a) Shock Tubing Containment and Recovery: The Blasting Plan shall detail specific methods for containing and recovering all shock tubing used for blast detonation. These methods must include, but are not limited to:

Pre-Blast Inventory: A detailed inventory of all shock tubing to be used in each blast event shall be maintained.

Containment Measures: Describe the implementation of measures designed to prevent shock tubing from entering the water column. Examples include, but are not limited to, the use of physical barriers, netting, or other suitable methods to capture dislodged tubing during and after the blast.

Post-Blast Recovery Protocol: A detailed protocol for actively searching for and recovering all shock tubing following each blast event. This protocol shall include a designated search area encompassing the blast site and surrounding water and shoreline areas potentially affected by the blast. The search shall be conducted thoroughly and repeatedly until all shock tubing that is feasibly possible to be collected is accounted for.

Reconciliation: A detailed reconciliation of the inventory of shock tubing before the blast, and the tubing collected after the blast must be included in the daily blast report. Any missing shock tubing requires an investigation and documentation of the investigation actions and findings.

(b) Daily Blast Reports: Daily blast reports submitted to the Corps of Engineers and National Marine Fisheries Service shall include:

A detailed description of any shock tubing containment and recovery efforts undertaken.

The total amount (length and/or number of pieces) of shock tubing used in the blast.

The total amount (length and/or number of pieces) of shock tubing recovered after the blast.

A description of any observations of released or recovered shock tubing, including the location and estimated amount.

Documentation of efforts to locate any missing shock tubing.

(c) Prohibited Discharge: The release of plastic shock tubing or other blasting-related debris is strictly prohibited at the dredge site, during transit, or as part of material disposal. Any such release shall be reported immediately to the Corps of Engineers and the National Marine Fisheries Service.

(d) Written approval to blast will be provided by the Corps of Engineers before blasting commences.

21. Measures to minimize fish kills during blasting: You shall a) require the use of a small, mobile vessel for the fish detection and startle system; sonar; and fisheries and marine mammal observer; b) require the preparation of a plan to enumerate, collect, ID, and report on any fish kills that occur during blasting. This report will be sent to NMFS as soon as possible after each day of blasting (and no more than 7 days). If fish kills exceed 100 fish, approximately, NMFS will be notified within 24 hours and before the next scheduled blasting so that alternative measures can be assessed to reduce future fish kills, as necessary.

National Marine Fisheries Service Section 7 of the Endangered Species Act Special Conditions:

22. Year-round, disposal vessels including tugs, barges, and scows transiting between the dredge site and the disposal site shall operate at speeds not to exceed 10 knots. For unanticipated conditions, a vessel may operate at a speed necessary to

maintain safe maneuvering speed instead of the required 10 knots. The intent of this condition is to reduce the potential for vessel collisions with endangered turtles, fish, and whales.

23. A marine mammal/turtle observer with written approval from the National Marine Fisheries Service (<https://www.fisheries.noaa.gov/new-england-midatlantic/careersandopportunities/protected-species-observers>), hereafter referred to as the "endangered species observer", and contracted and paid for by the permittee, must be present aboard disposal vessels for transportation and disposal activities to and from the disposal site. The name of the endangered species observer must be recorded in the logbook and is required to be on lookout for marine mammals and sea turtles for the duration of the trip.

24. The captain or endangered species observer shall:

- a. Check communication media for the latest information regarding North Atlantic right whale sighting locations. These media may include, but are not limited to, the Whale Alert app (<https://www.fisheries.noaa.gov/resource/tool-app/whale-alert-smartphoneapp>, <https://portal.nrwbuoys.org/ab/dash/>, or <https://www.nefsc.noaa.gov/psb/surveys>). Check communication media before the initial disposal operation to determine the potential presence of whales in the area.
- b. Lookout for turtles and whales and advise the captain of turtle or whale sightings.
- c. Report any interactions (i.e., vessel strikes, captures, etc.) with any Endangered Species Act (ESA)-listed species as soon as possible (within 24-hours) to the National Marine Fisheries Service Marine Animal Response Hotline at (866) 755-NOAA or USCG via CH-16 and immediately report any injured or dead marine mammals or sea turtles to NMFS at (866) 755-NOAA.
- d. Every three months after the initial dredge action for as long as the dredging and disposal continues and at the end of a disposal operation, submit a report by email to cenae-r-ma@usace.army.mil, cenae-nav@usace.army.mil, and incidental_take@noaa.gov, summarizing the vessel route taken, number of trips, sightings of ESA-listed species, and any action taken to avoid interactions with ESA-listed species

25. The vessel captain shall:

- a. Lookout for turtles and whales; and
- b. Avoid transit and disposal when visibility is lessened (e.g., at night, fog) to an extent that would preclude an endangered species observer from spotting a whale within 1,500 feet or a sea turtle within 600 feet. Disposal shall not be permitted if these requirements cannot be met due to weather or sea conditions. In that regard, the permittee and contractor should be aware of predicted conditions before departing for the disposal site. The intent of this condition is to reduce the potential for vessel collisions with endangered species, including right whales; and
- c. Avoid harassment of or direct impact to turtles and whales except when precluded by safety considerations; and
- d. Ensure that the disposal vessel adheres to the enclosed National Marine Fisheries Service regulations for approaching right whales, 50 CFR 224.103(c), which restrict approaches within 1,500 feet (500 yards) of a right whale and specify avoidance measures for vessels that encounter right whales; and
- e. Ensure that dredged material is not released if whales are within 1,500 feet or turtles are within 600 feet of the specified disposal point. The captain must check in with the endangered species observer prior to releasing the dredged material. If whales or turtles are within these distances and appear to be moving away from the specified disposal point, within these distances and appear to be remaining stationary, or outside these distances but appear to be moving towards the specified disposal point, the vessel captain shall wait until they have cleared 10 the specified disposal point by these distances and are not moving towards it, and then proceed with disposal at the specified disposal point.

Submittal Information:

26. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. NAE-2023-00927" and submitted via: a) MAIL: Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; b) EMAIL: cenae-r-nh@usace.army.mil; or c) FAX: (978) 318-8303. Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit. Requirements for immediate notification to this office shall be done by telephone to (978) 318-8338.

27. Unless otherwise stated, all submittals related to these special conditions for dredging and disposal shall be emailed to the DQM contact at: michael.c.hicks@usace.army.mil and cenae-r-nh@usace.army.mil. If it is necessary to provide a paper copy of any submittal, please also provide a digital copy or communicate with our staff if this is not possible. Please send paper copies to a) MAIL: NH & VT Section - Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; or b) FAX: (978) 318-8336. Direct dredge related questions to (978) 318-8336 or (978)

318-8338. Documents which are not addressed in this manner may not reach their intended destination and do not comply with the requirements of this authorization.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408).
- () Section 404 of the Clean Water Act (33 U.S.C. 1344).
- (X) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from Natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interested decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(Permittee)

(Date)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(District Engineer)

(Date)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(Transferee)

(Date)

Enclosure 2

**General and
Special Conditions
for Inclusion in the
Department of the Army (DOA)
Section 10 Permit**

**Section 408 (S408) Permission Request for the Pease Development Authority
(PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor &
Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New
Hampshire, NAE-2023-00927**

MFR Enclosure 2 – General and Special Conditions:

Section 408 (S408) Permission Request for the Pease Development Authority (PDA)
Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River
Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-
00927

I. STANDARD TERMS AND CONDITIONS:

LIMITS OF THE AUTHORIZATION

1. This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 USC 408). This permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation.
2. The time limit for completing the S408 work authorized ends concurrently with the expiration of the Department of the Army Permit No. NAE-2023-00927. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
3. Without prior written approval of the USACE, you must neither transfer nor assign this permission nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this permission. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE.
4. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

INDEMNIFICATION AND HOLD HARMLESS

5. The United States will in no case be liable for:
 - a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage;
or

MFR Enclosure 2 – General and Special Conditions:

Section 408 (S408) Permission Request for the Pease Development Authority (PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-00927

- b. damage claims associated with any future modification, suspension, or revocation of this permission.
- 6. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, indemnify, and hold harmless the United States and USACE from any and all such claims, subject to any limitations in law.
- 7. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

REEVALUATION OF PERMISSION

- 8. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
- 9. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. you fail to comply with the terms and conditions of this permission;
 - b. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
 - c. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest

CONDUCT OF WORK UNDER THIS PERMISSION

- 10. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.
- 11. Work/usage allowed under this permission must proceed in a manner that

MFR Enclosure 2 – General and Special Conditions:

Section 408 (S408) Permission Request for the Pease Development Authority (PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-00927

avoids interference with the inspection, operation, and maintenance of the federal project.

12. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
13. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
14. You must provide copies of pertinent design, construction, and/or usage submittals/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
15. You may be required to perform an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.
16. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

II. SPECIAL CONDITIONS:

EC 1165-2-220, part 16.e allows for Districts to include any special conditions as requirements for approval of the S408 request.

17. Vessels berthed at the authorized structure shall not encroach into the Federal channel at any time.
18. Floats and mooring piles shall not be located within the footprint of the Federal channel at any time. Moored vessels that may be located temporarily within the channel or channel setback buffer will be required to move if they restrict the Government's ability to maintain the project.
19. The dredge is required to shift or move and/or interrupt dredging operations to accommodate the movement or passage of vessels and floating equipment utilizing the channel. The dredge shall comply with all requests for passage or to move or interrupt dredging for a reasonable time period from a vessel utilizing the channel.

MFR Enclosure 2 – General and Special Conditions:

Section 408 (S408) Permission Request for the Pease Development Authority (PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-00927

20. Work associated with this permit shall not cause undue obstructions to navigation. Any material, large object(s), construction machinery or equipment that is lost, dumped, thrown into, or otherwise entering the waterway shall be removed immediately. The City of Portsmouth Harbormaster shall be informed about the nature of the object and location of the object entering the waterway at (603) 436-8500. If immediate removal is impractical and the object entering the waterway is, or could become, an obstruction or hazard to navigation, the object shall be suitably marked to protect navigation and the U.S. Coast Guard, Waterways Management Section, First Coast Guard District, Sector Northern New England, shall be notified immediately at (207) 767-0320.
21. The location of all installed floats and piles (both for the proposed installation and for any subsequent reconfiguration) within the federal feature or within the designated offset, which is 3x project depth of the FNP, shall be verified by a Professional Land Surveyor, and presented on a plan showing those locations (with coordinates) relative to the edge of the Portsmouth Harbor & Piscataqua River FNP. That plan shall be submitted to the Corps (see address below) for review and acceptance no later than 30 days after completion of the installed or reconfigured floats and/or mooring piles.
22. The permittee shall not interfere with Corps of Engineers personnel or its contractors engaged in hydrographic surveys, maintenance or improvement of the existing FNP. If, in the opinion of the Corps, the permittee's structures or vessels attached to them must be moved to allow for the maintenance or improvement of the existing FNP, the permittee shall move the structures or vessels as directed by the Corps.
23. The permittee shall not hold the Government or its contractor responsible for damage(s) to these structures or any vessels tied to them during surveying or dredging operations.
24. Any equipment being used for constructing the proposed work is required to shift or move to accommodate the movement or passage of vessels and floating equipment utilizing the federal navigation project features. The water-based equipment shall comply with all requests for passage or to move or interrupt work for a reasonable time period from a vessel utilizing the anchorage to enter or leave the channel.
25. In order to ensure that the existing FNP is not compromised, post-construction electronic surveys of the FNP covering the entire area of the proposed work shall be performed.
 - a. To ensure that the proposed method of surveying is acceptable, a detailed description of the method and the equipment to be employed shall be

MFR Enclosure 2 – General and Special Conditions:

Section 408 (S408) Permission Request for the Pease Development Authority (PDA) Division of Ports and Harbors (DPH) to Alter the Portsmouth Harbor & Piscataqua River Federal Navigation Project (FNP) Offset in Portsmouth, New Hampshire, NAE-2023-00927

furnished to the Corps (see address below) at least 30 days prior to the start of each survey. For hydrographic surveying techniques and information, refer to the Corps of Engineers Hydrographic Survey Manual (Engineering Manual (EM) 1110-2-1003) (view this at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_1110-2-1003.pdf)

- b. Surveys shall be done only during daylight hours.
 - c. Survey data shall be submitted to the Corps in a format that will allow verification of survey results.
 - d. The Corps may assign a government representative to accompany the survey party during performance of the sweep surveys. The permittee shall notify the Corps Survey Section Chief a minimum of ten working days prior to the start of each survey at (978) 318-8527 or "Survey Section Chief, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751."
 - e. Plans adequately showing the results of the post-construction surveys along with a written description of how they were performed, copies of all field books and notes shall be submitted to the Corps (see address below) for review and acceptance no later than 30 days after completion of the authorized work.
26. For work near Federal Navigation Projects (FNPs), the as-built drawing(s) shall also include:
- a. The structure's horizontal location relative to the closest FNP and the waterway, horizontal coordinates, the FNP limits, bar (graphic) scale, north arrow, and the dates of the survey and drawings.
 - b. The structure's horizontal state plane coordinates in U.S. survey feet based on the New Hampshire, NH-2800 NAD 1983.
27. All submittals to the Corps shall be marked with the words "Permit No. NAE-2023-00927." Send Corps submittals to: (a) Regulatory Division, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751; or (b) cenae-r@usace.army.mil . Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Richard Hartley, PDA Division of Ports and Harbors, NH Port Authority		File Number: NAE-2023-00927	Date: November 26, 2025
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL WITHOUT PREJUDICE	C	
	PERMIT DENIAL WITH PREJUDICE	D	
	APPROVED JURISDICTIONAL DETERMINATION	E	
	PRELIMINARY JURISDICTIONAL DETERMINATION	F	

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- **RECONSIDERATION:** You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

Mr. Ryan Malterud
Acting Deputy Chief, Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, MA 01742-2751
Phone: (651) 508-2261
Email: ryan.m.malterud@usace.army.mil

If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:

Mr. Andrew Dangler, Regulatory Appeals Review Officer
U.S. Army Corps of Engineers
North Atlantic Division – Fort Hamilton
301 John Warren Avenue – First Floor
Brooklyn, NY 11252-6700
Mobile: (518) 487-0215
Email: andrew.c.dangler@usace.army.mil

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:

***SAMPLE* MOTION**

Director Levesque:

The Pease Development Board of Directors hereby approves of the Initial Proposed Schedule of Fees, Moorings and Waitlists, and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Richard Hartley, Director of Ports and Harbors, dated December 3, 2025; attached hereto.

N:\RESOLVES\2025\DPH – InitialFees (12-16-25).docx

To: Pease Development Authority ("PDA"), Board of Directors
From: Richard Hartley, Director, Ports and Harbors *R.A. Hartley* 
Date: December 3, 2025
Subject: Initial Proposed Schedule of Fees, Moorings and Waitlists

The administrative rules set forth in New Hampshire Code of Administrative Rules, Pda 512.01(a), Mooring Fee Schedule, provide that "[a]t least once a year the division director shall review the schedule of mooring fees." In accordance with these rules, the Pease Development Authority ("PDA"), Division of Ports and Harbors ("the Division") has conducted a review of the Schedule of Fees associated with, Pda 500; Moorings and Anchorages (eff. December 24, 2019), which as noted have not been updated since 2019. For the reasons described more fully below, the Division proposes commencing the process of increasing mooring fees as shown in the attached Initial Proposed Schedule of Fees.

By statute, mooring fees must "be designed to recover all of the budget expenses associated with implementation of the mooring permit and wait list system as well as a reasonable portion of the budget expenses consistent with the purposes of [DPH's statutory functions related to moorings and enforcement]." RSA 12-G:42, XI(c). Periodically, the PDA Finance Department provides the Division with details of revenues and expenses for the Harbor Management Department, which the Division staff utilized for the review of existing fees. Set forth below is a summary of FY 2025 revenues as compared to operating expenses:

FINANCE INFORMATION RE: BACKGROUND HARBOR MANAGEMENT

Mooring and Waitlist revenues for FY 2025	\$463,369
Vessel Registrations FY 2025*:	\$257,244
<u>Operating Expense:</u>	<u>(\$543,026)</u>
Net Program Operating Income:	\$177,587

*RSA 270-E:7, II. "All fees collected under RSA 270-E:5, I and III for vessels registered for tidal and coastal waters shall be made available to the Pease development authority, division of ports and harbors for the purposes of safety, navigation, training, and administration. Such sums shall be non-lapsing and shall be continually appropriated to the Pease development authority, division of ports and harbors."

In addition, by way of background, set forth below is a summary of the relevant FY2026 budgeted amounts.

FY 2026 BUDGET INFORMATION

Budgeted Mooring and Waitlist revenues for FY 2026	\$450,000
Budgeted Vessel Registrations FY 2026*:	\$250,000
<u>Budgeted Operating Expense:</u>	<u>(\$631,113)</u>
Budgeted Net Program Operating Income:	\$68,887

As shown above, mooring and wait list revenues are not, standing alone, covering the cost of the Division's mooring and wait list program. In other words, the mooring program relies heavily on subsidies through vessel registrations. The Division, in reviewing the FY25 final numbers and the FY26 numbers, has determined that a disproportional amount of the vessel registration revenues are being expended to offset administrative costs of moorings and waitlists programs and not available for use for the statutorily required safety, navigation, training, and other administrative responsibilities. Therefore, the Division is proposing to increase the mooring program fees last adjusted in 2019. The estimated increase in revenue generated by the proposed increase in mooring program fees has been determined to be approximately \$115,441. This estimated additional revenue would cover a significant amount of the \$181,113 difference between budgeted FY2026 mooring/wait list revenues (\$450,000) and the related budgeted operating expense (\$631,113). The increased revenue is also expected to benefit anticipated dredging of the anchorages where moorings are placed as well as for cost share for Army Corp of Engineering Federal Navigation Projects. In addition, there has been significant inflation generally as well as increases in employees' wages since the Division's last moorings fee increase in 2019, all of which require consideration as part of fee-setting. Lastly, this additional revenue is expected to better position the Division to purchase and implement initiatives such as on-line mooring software and the hardware used by our employees to leverage it in the mooring fields.

To allow the fee-setting process to commence with sufficient time for public comment and final approval to meet a recommended April 1, 2026 effective date, this memorandum is being prepared and included within the Board's December 2025 packet pending forthcoming input from the Division of Ports and Harbors Advisory Council ("Council") or the PDA Port Committee. The Division plans to present the initial proposed fees to each body, on December 10, 2025 and December 11, 2025, respectively. The results of those meetings will be reported verbally at the December 16 PDA Board meeting.

Upon approval of the Initial Proposed Schedule of Fees, and in accordance with Pda 512.01(b) (1-3), the Division will:

- Publish a notice of the proposed mooring fees in at least 2 newspapers of general circulation,
- Accept written comment for 30 days after publication of notice,
- Hold a Public Hearing, and
- Provide a final proposed schedule of fees to the PDA Board within 60 days of the publication of the initial proposed fees for consideration for final adoption.

Therefore, for the reasons set forth above, the Division recommends the PDA Board approve the Initial Proposed Schedule of Fees, which will commence the process for soliciting public feedback, after which the Division expects to bring forward a proposed final set of fees for the PDA Board's consideration.

PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS

INITIAL PROPOSED MOORING PERMIT and MOORING WAITLIST APPLICATION FEES

(Applicable to Initial Applications and Reapplications)
proposed to become effective April 1, 2026

Fee Name	Current Fee	Proposed Fee 2026	Current annual revenue	Additional Revenue	Notes
Initial Mooring Permit Application Fee	\$50.00	No change	No change	No change	
General Use Mooring Permit	\$12.00 per foot x Length overall *\$200 minimum	\$15.00 per foot x Length overall *\$250 minimum	\$461,764 – all mooring Types included	\$577,205 total \$115,441 increase	Same as pier use
Shorefront Property Owner Mooring Permit	\$12.00 per foot x Length overall *\$200 minimum	\$15.00 per foot x Length overall *\$250 minimum	Included in general use mooring permit	Included in general use mooring permit	
Commercial Use Mooring Permit	\$12.00 per foot x Length overall *\$200 minimum	\$15.00 per foot x Length overall *\$250 minimum	Included in general use mooring permit	Included in general use mooring permit	Based upon the Maximum size Vessel allowed on mooring
Commercial Mooring for Hire Mooring Permit	\$12.00 per foot x Length overall *\$200 minimum	\$15.00 per foot x Length overall *\$250 minimum	Included in general use mooring permit	Included in general use mooring permit	Based upon the Maximum size Vessel allowed on mooring
Mooring Permit Reapplication Late Fee	\$50.00 flat fee per Mooring permit Reapplication to be Paid in addition to Applicable mooring Permit fee	N/A	N/A	N/A	

INITIAL PROPOSED MOORING PERMIT and MOORING WAITLIST APPLICATION FEES
 (Applicable to Initial Applications and Reapplications)
proposed to become effective April 1, 2026

Fee Name	Current Fee	Proposed Fee 2026	Current annual revenue	Additional Revenue	Notes
New Mooring Wait List Application	\$10.00 fee per mooring subfield or mooring subfield applied for	\$12.00 fee per mooring field or mooring subfield applied for	Included in mooring fees	Included in mooring fees	
Mooring Wait List Renewal Application	\$10.00 fee per mooring subfield or mooring subfield applied for	\$12.00 fee per mooring field or mooring subfield applied for	Included in mooring fees	Included in mooring fees	
Mooring Wait List Renewal Late Fee	\$10.00 fee per mooring subfield or mooring subfield applied for (to be paid in addition to the applicable wait list renewal application fee)	\$12.00 fee per mooring field or mooring subfield applied for (to be paid in addition to the applicable wait list renewal application fee)	Included in mooring fees	Included in mooring fees	

Total Estimated Revenue Increase \$115,441