

Time: 9:00 a.m.
Place: 55 International Drive, Pease International Tradeport
Portsmouth, New Hampshire

AGENDA

- I. Call to Order (Loughlin)
- II. Acceptance of Minutes: December 18, 2014*
- III. Public Comment
- IV. Old Business
- V. Port Committee Report (Loughlin)
- VI. Finance Reports
 - A. Reports
 1. Operating Results for Six Month Period Ending December 31, 2014*
 2. Nine Month Cash Flow Projections to September 30, 2015*
- VII. Licenses/Easements/Rights of Way/Options
 - A. Approvals
 1. NH ANG – Right of Entry* (Allard)
- VIII. Leases
 - A. Reports
 1. 100 International Drive, LLC*
 2. 200 International, LP*
- IX. Contracts/Agreements
 - A. Reports*
 1. Axiom Partners
 2. Vaisala, Inc.
 3. Honeywell Computer - Airport Access Control System
 - B. Approvals
 1. Runway Lighting Computer Upgrade* (Preston)
 2. Ransom Consulting, Inc.* (Torr)
 3. Technology Upgrade – Golf Course* (Bohenko)
- X. Signs
 - A. Reports
 1. Port City Air – 104 Grafton Drive*
- XI. Executive Director's Reports/Approval
 - A. Reports
 1. Golf Course Operations
 2. Airport Operations
 - a. Skyhaven Airport

- b. PSM
- c. Noise Line Report*

B. Approvals

- 1. Long Term Disability and Life Insurance - Renewals* (Lamson)
- 2. Bills for Legal Services* (Allard)

XII. Division of Ports and Harbors

A. Reports

- 1. Port Advisory Council

B. Approvals

- 1. Shoals Marine Laboratory – Burge Wharf* (Torr)
- 2. Truck Scale Replacement* (Bohenko)
- 3. Pda 700 State Slips and Piers – Renewal* (Lamson)
- 4. Bills for Legal Services* (Preston)

XIII. Special Events - Report*

- 1. New Heights – St. Paddy’s 5 Miler
- 2. American Lung Association – Cycle the Seacoast
- 3. Runner’s Alley/Redhook Ale Brewery Memorial 5k

XIV. New Business

- XV. Upcoming Meetings:
- | | |
|-------------------|----------|
| Finance Committee | March 16 |
| Board Meeting | March 19 |

All Committee Meetings begin at 8 a.m. unless otherwise posted

XVI. Directors’ Comments

XVII. Non-Public Session* (Torr)

- | |
|---|
| 1. City of Portsmouth – Waste Water Treatment Plant Expansion |
|---|

XVIII. Adjournment

XIX. Press Questions

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

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

**Thursday, December 18, 2014
ANNUAL MEETING**

Presiding: Peter J. Loughlin, Vice Chairman;
Present: Robert A. Allard, Treasurer; John P. Bohenko; Margaret F. Lamson; Robert F. Preston and
Franklin G. Torr
Attending: David R. Mullen, PDA Executive Director; Lynn Marie Hinchee, PDA General Counsel; PDA
staff members; and members of the public.

I. Call to Order

Vice Chairman Loughlin called the meeting to order at 8:07 a.m. in the Board conference room, 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire

**Tribute to Arthur H. Nickless, Jr.
Chairman of the Board**

Vice Chairman Loughlin made the following tribute to Arthur H, Nickless, Jr., Chairman of the Board, who passed away on December 17, 2014:

“Yesterday we lost our Chairman, Arthur Nickless, to cancer. There is not a person in this room who knew Art who is not devastated by this loss. He was our Chair, but I think everyone of us saw him more as a great friend than as the Chair. In the 15 years he was on the Board, he was the consummate gentleman. He was always unfailingly fair, never raised his voice or got upset -- even when there was a very good basis for doing so.

He treated the public, the Pease tenants, the staff, and fellow Board members with the utmost respect and deference. Art was always willing to listen to suggestions and always interested in improving communications with the public, our neighbors, our supporters, and those who may not have been quite as supportive. We are all better off for having known Art and the Pease Tradeport, the Seacoast, Strafford County, and the State of New Hampshire are better places because of Art’s hard work and dedicated service.”

Director Preston said that this was a difficult time for the Board for all the years they have spent with Art as a friend and colleague. Director Preston expressed his thanks to the PDA staff for the staff’s support of Art’s family through the employees’ anonymous donations of vacation time. Director Preston extended his thanks to each and every member of the PDA. The Board and Chairman Nickless respect the work done by the staff and felt that PDA was very fortunate to have the employees.

Al Weston, Airport Maintenance Manager, spoke on behalf of the PDA employees. The staff felt very fortunate to have Art Nickless as Chairman of the PDA. Employees felt that when Art said hello to them, he really meant it.

Vice Chairman Loughlin called for a moment of silence.

II. Acceptance of Board Meeting Minutes: November 20, 2014

Director Preston moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the November 20, 2014 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

III. Recognition – PDA Employees

David Mullen, PDA Executive Director, recognized and thanked the following employees for their years of service at the Pease Development Authority:

20 Years

Bill Hopper Airport Operations

15 Years

K. C. Conley Maintenance
Judy Dubois Division of Ports and Harbors

Director Lamson has worked with Judy Dubois and commended Judy for her efforts.

IV. Public Comment

There were no public comments.

V. Old Business

No old business was brought before the Board.

VI. Golf Committee Report

Director Bohenko, Committee Chair, reported that the Golf Committee met on December 17, 2014 at the Pease Golf Course Clubhouse. The Committee recommended that the awarding of the contract for the Golf Course website design be postponed to allow PDA staff has more time to review the proposals and do costs comparisons.

Director Bohenko reported that the Committee, John Tinios of Grill 28, and PDA staff members reviewed the clubhouse facility. The clubhouse is successful as a meeting/event place for PDA tenants and public as well as golfers. PDA needs to find a balance between the needs to the business diners and the golfers to ensure each group has a good experience at the clubhouse. The Committee reviewed the need to expand the kitchen to accommodate the increased clubhouse dining and function business. The Committee determined that the kitchen and bar area need to be expanded and set a budget of \$1.2 million for the project. Mr. Tinios will work with staff regarding the kitchen layout; and Scott DeVito, PGA General Manager, will work with Staff regarding the segregation of the bar area for golfers. Revenues will be reviewed to determine how to finance the project. One goal is to enhance the golfing experience and increase the number of rounds played to 60,000 per year. The growth in kitchen revenues will also be reviewed for amortization of the project costs. Director Bohenko felt that the clubhouse has become what the Board envisioned and is a good place for Pease tenants and golfers to meet and socialize.

1. Pease Golf Course – Website Design

Director Allard moved and Director Bohenko seconded that **The proposed motion for the Golf Course website design be postponed to the next regularly scheduled meeting of the Pease Development**

Authority Board of Directors. Discussion: None. Disposition: Resolved by unanimous votes for; motion carried.

2. Golf Course Clubhouse Expansion

This item was not brought forward for discussion or action.

VII. Finance Report

A. Financial Reports

1. Operating Results for Four Month Period Ending October 31, 2014

Mr. Canner reported on the status of PDA FY 2015 finances for the four month period ending October 31, 2014. There are no significant variances in revenues and operating expenses in the forecasted budget. Electricity consumption is up approximately 6% from the same period last year due in part to the increased activity at the Airport Terminal. In November, 2014 PDA locked into a two year set rate for kilowatt hours. Staffing numbers continue to decrease due to the completion of seasonal work at the Golf Course and the hiring of the winter snow crews. Mr. Canner reviewed the changes in the Balance Sheet since June, 2014, due, in part, to capital improvement expenditures and debt repayments. The Business Units analyses showed that the enplanements reached 41,676 as of November 30, 2014, which is more than the total number of enplanements for the past three years. Approximately 45,000 rounds of golf were played at the Golf Course as of November 30, 2014, a 30% increase from the same period last year. Bar and grill sales also increased by approximately 30% for the same period. A report regarding golf course functions was added to the finance reports. The report showed that of the rounds played, 4,000 rounds were played in tournaments.

2. Nine Month Cash Flow Projections to August 31, 2015

Mr. Canner reviewed PDA cash flow projections for the nine month period ending August 31, 2015. Cash flow is currently at a break-even point. PDA plans to fully repay its external working line of credit within the nine month period. Current debt, outstanding is approximately \$4.0 million. On December 20, 2014, PDA will draw an additional \$1.0 million from the Provident Bank line of credit to pay some bills while awaiting reimbursement for the grant funded projects. Mr. Canner reviewed the unrestricted cash balances and the plans to repay the working line of credit. During the nine month period, capital expenditures of approximately \$2.4 million are expected to be made for projects including the completion of the Skyhaven runway project.

VIII. Leases

A. Approvals

1. Sumner Properties, LLC – Skyhaven Airport

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to complete negotiations and enter into lease and license agreements with Sumner Properties, LLC for the purpose of constructing a 4,900 square foot corporate hangar and restoring the Jet-A fuel tank for use at Skyhaven Airport, Rochester, New Hampshire, on substantially similar terms and conditions set forth in the memorandum of Mark H. Gardner, Deputy General Counsel, dated December 10, 2014 attached hereto; subject to the review and approval of construction and site plans and such other regulatory approvals as may be required by State and local municipal authorities.** Discussion: Director Torr reported that Sumner is a good business and that the project could be a catalyst for other businesses at Skyhaven. Vice Chairman Loughlin confirmed that this project is the first private enterprise at Skyhaven since Skyhaven was brought under PDA. Mr. Mullen reported that the upgraded runway was a reason for Sumner coming to Skyhaven. Disposition: Resolved by unanimous votes for; motion carried.

2. Gigunda Group – Lease Approval

Director Allard moved and Director Bohenko seconded that The Pease Development Authority Board of Directors hereby:

a. approves of the sale of the facility and the assignment of the Lease by Air Cargo at Pease, LLC to Gigunda Group, Inc. for the premises located at 139 Flightline Road; and

b. authorizes the Executive Director and General Counsel to negotiate and execute without limitation, such agreements and documents as shall be necessary or appropriate, in their opinion, to facilitate the sale of the facility and the assignment of the ground lease;

all in accordance with the memorandum of David R. Mullen, Executive Director, dated December 16, 2014 attached hereto. *Note: Vice Chairman Loughlin recused himself from the discussion and vote due to a conflict of interest. Director Preston conducted the vote. Discussion:* Ryan Fitzsimmons, principal of Gigunda Group, LLC (“Gigunda”), reviewed Gigunda’s business activities including its work with FEMA, the Red Cross, and private sector companies to help coordinate disaster relief efforts. Gigunda intends to use the aviation assets at 139 Flightline Road in support of its natural disaster relief efforts, such as working with Proctor and Gamble to provide laundry facilities to victims of Hurricane Katrina. Through its affiliate T.E.R.R.A. (“To Ensure Responsible Response Always”), Gigunda will establish a response command center at Pease, including transport by heavy-lift aircraft of customized vehicles to disaster areas. Discussion continued and included the types of aircraft that Gigunda will use and the number of employees at Gigunda’s Hooksett and Manchester, NH locations. Director Bohenko asked about the number of flights per day and flying times during a relief effort. He requested that Gigunda provide PDA with a quarterly report regarding the air activity and the types of aircraft used during disaster relief. Director Lamson expressed her concerns for increased noise in residential areas. Mr. Mullen informed the Board that the warehouse will provide facility needed to stage cargo for disaster relief. Attorney Hinchee reviewed the process involved to complete the transaction. Disposition: Resolved by 5 votes for; 1 abstention (Loughlin); motion carried.

IX. Contracts/Agreements

A. Reports

In accordance with Article 3.9.1.1 of the PDA Bylaws, Mr. Mullen reported that PDA entered into the following contract:

1. Office Interiors, Ltd – Airport Terminal Furniture

PDA contracted with Office Interiors, Ltd. for the purchase of furniture to be used at the Airport Terminal dining area. Chairman Nickless approved the expenditure of \$7,811.00.

B. Approvals

1. Cross Insurance – PDA Insurance Renewal

Director Lamson moved and Director Bohenko seconded that The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind insurance coverages for the Pease Development Authority to be provided by Cross Insurance Agency for the period of 12/31/14 through 12/31/15 in the projected amount of \$164,311.53; all in accordance with the Premium Summary and 2014 - 2015 Insurance Proposal attached hereto. Discussion: In response to Director Lamson, David Hampson, Cross Insurance, explained that due to the bundling of several policies together under Hanover Insurance instead of coverage being provided by various carriers, Cross was able to secure a lower premium overall. Disposition: Resolved by unanimous vote; motion carried

2. ATM Contract

Director Bohenko moved and Director Allard seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract for Automated Teller Machine ("ATM") services at a) the Portsmouth International Airport at Pease Terminal and b) the Pease Golf Course Clubhouse with Vogel Vending, Inc., of Everett, MA on the terms and conditions set forth in the memorandum from Irv Canner, Director of Finance, dated December 9, 2014 attached hereto.

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

1. The concession agreement fixed annual fees are diminutive totaling \$1,200 annually; and
2. The cost of the RFP process would significantly reduce the net revenues received.

Note: 5 Affirmative votes required. Discussion: Director Preston asked for an explanation of the revenues paid to PDA and fees received by Vogel. Mr. Canner reported that PDA receives an annual payment of \$1,200 from Vogel and Vogel receives a per transaction fee each time the ATM is used. Transactions average about 4,700 annually. Director Preston expressed his concerns about the minimal revenue PDA receives. Disposition: Resolved by unanimous roll call vote for; motion carried.

X. Elections

Mr. Mullen informed the Board that in accordance with Article III, Section 3.4 of the PDA By-Laws, the Vice Chairman and Treasurer for 2015 need to be elected:

A. Vice Chairman

Director Lamson moved the motion and Director Preston seconded that **Peter Loughlin be elected as Vice-Chairman of the Pease Development Authority.** Discussion: None. Disposition: Resolved by unanimous vote: motion carried.

B. Treasurer

Director Preston moved the motion and Director Bohenko seconded that **Robert Allard be elected as Treasurer of the Pease Development Authority.** Discussion: None. Disposition: Resolved by unanimous vote: motion carried.

XI. Executive Director's Reports/Approvals

A. Reports

1. PDA Holiday Schedule – 2015

Mr. Mullen reported that Pease Development Authority will observe the following holidays in 2015:

New Year's Day	Thursday	January 1, 2015
Martin Luther King/Civil Rights Day	Monday	January 19, 2015
Presidents' Day	Monday	February 16, 2015
Memorial Day (Observed)	Monday	May 25, 2015
Independence Day	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015

Columbus Day (Observed)
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Day

Monday October 12, 2015
Wednesday November 11, 2015
Thursday November 26, 2015
Friday November 27, 2015
Friday December 25, 2015

2. Committee Appointments

Mr. Mullen reported that the Committees for 2015 are as follows:

Standing Committees

Executive Committee

Chairman of the Board
Peter Loughlin, Vice Chairman
Robert Allard, Treasurer
Staff Contact: Mullen/Hinchee

Marketing and Economic Development Committee

Peter Loughlin, Chair
Robert Preston
Frank Torr
Staff Contact: Mullen

Finance Committee

Robert Allard, Chair
John Bohenko
Margaret Lamson
Staff Contact: Mullen/Canner

Zoning Adjustment & Appeals Committee

Frank Torr, Chair
Peter Loughlin

Staff Contact: Hinchee/Stowell

Airport Committee

Robert Preston, Chair
Robert Allard
Margaret Lamson
Staff Contact: Hopper/Stowell

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

Peter Loughlin, Chair
Robert Allard
Frank Torr

Staff Contact: Hinchee/Stowell

Transportation Management Committee

Margaret Lamson, Chair
John Bohenko
Frank Torr
Staff Contact: Stowell

Golf Committee

John Bohenko, Chair
Robert Allard
Robert Preston
Staff Contact: Mullen/DeVito

Port Committee

Peter Loughlin, Chair
Frank Torr
John Bohenko
Ex Officio: Chair DPH Advisory Council
Staff Contact: Mullen/Marconi

Audit Committee

John Bohenko, Chair
Peter Loughlin
Robert Preston
Staff Contact: Canner

Legal Bill Review

Peter Loughlin
Frank Torr
Staff Contact: Hinchee

3. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course. The course closed for outside play on November 25, 2014, and the simulator league season has begun. The Golf Course Maintenance Department is working on winterizing the course. Part time staff will finish work for the season very soon. The incentive programs for pass holders is ongoing. The junior golf program has reached the highest numbers of pre-bookings since the program began. The program is expected to exceed 25 players next season. Staff will work on developing more junior programs next season.

4. Airport Operations

Bill Hopper, Airport Manager, reported on aviation activities.

a) Skyhaven Airport ("DAW")

The runway project is completed and punch list items will be finished soon. The approach lights system installation will be finished soon and is expected to be operational and certified by the FAA in early 2015. SAAC met on December 15, 2014 and reviewed the Sumner Properties LLC proposal.

b) Portsmouth International Airport at Pease ("PSM")

As of November 30, 2014, enplanements have exceeded 41,000, an increase from 22,000 in 2013. Allegiant is operational while troop flights and corporate activity has increased. Allegiant will add flights to and from Punta Gorda, Florida beginning in February, 2015 to early May, 2015.

c) Noise Line Report

Director Lamson reported that she had received calls from two people regarding the responses they had received from PDA to their noise complaints. Director Lamson asked that more detailed responses be given to the callers regarding their inquiries. Director Torr noted that there was a positive comment received on the Noise Line. Vice Chairman Loughlin asked about the percentage of troop flights versus commercial activities. Mr. Hopper believed that the troop flights account for more than 50% of the flight traffic.

Mr. Hopper reported that the PDA Noise Line received 25 inquiries in November, including 21 inquiries regarding the helicopters; 3 inquiries regarding fixed wing aircraft; and one inquiry regarding a Pilatus aircraft. Director Bohenko asked if PDA will work with Great Bay Community College on its new flight training program. Director Bohenko asked for a follow up report as to the type of aircraft that will be uses and the activity that will result from the program. Mr. Hopper reported that Seacoast Helicopter will increase its fleet with one to two R-22 helicopters to accommodate training flights. Training flights take place over the Airport.

B. Approvals

1. Vacation Buy Back Program

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to implement an annual leave buyback program for qualified PDA employees on the terms and conditions set forth in the presentation from Irving Canner, Director of Finance, dated December 18, 2014 and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. 100 International, LLC – Smoking Area Kiosk

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves and authorizes 100 International, LLC to construct a smoking area kiosk on the premises located at 100 International Drive; all in accordance with the memorandum of Maria Stowell, P.E., Manager - Engineering dated December, 8, 2014 attached hereto. Discussion: None. Disposition: Resolved by unanimous votes for; motion carried.**

3. Old Tex Mex, LLC – Loading Dock

Director Lamson moved and Director Allard seconded that **The PDA Board of Directors hereby approves of and authorizes Old Tex Mex, LLC to construct a loading dock ramp at its premises located at 68 New Hampshire Avenue, subject to the resolution of the drainage issues as outlined in the memorandum in Maria J. Stowell, P.E., Engineering Manager, dated December 8, 2014 and attached hereto. *Note: Vice Chairman Loughlin recused himself from the vote and discussion due to a conflict of interest.* Discussion: In response to Director Lamson, Maria Stowell, PDA Engineer, reviewed the location and uses of the loading dock. Disposition: Resolved by 5 votes for; 1 abstention (Loughlin); motion carried.**

4. Freedom Ring Communications - Generators

Director Preston moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of and authorizes Freedom Ring Communications, LLC dba Bay Ring Communications to install generators at the premises located at 11 Manchester Square and 77 Aviation Avenue, subject to the stipulations outlined in the memorandum in Maria J. Stowell, P.E., Engineering Manager, dated December 9, 2014 and attached hereto. Discussion: None. Disposition: Resolved by unanimous votes for; motion carried.**

5. Bills for Legal Services

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$4,706.00 for legal services rendered to the Pease Development Authority by:**

1.	Anderson & Kreiger		
	Through October 31, 2014	\$	765.00
	Through November 30, 2014		<u>3,825.00</u>
2.	Sheehan Phinney Bass + Green		
	Through October 31, 2014	\$	<u>116.00</u>
		Total	\$4,706.00
			=====

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

XII. Division of Ports and Harbors

A. Division Director's Reports

Tracy Shattuck, Chief Harbor Master, on behalf of Division Director Marconi, reported on the activities at the Market Street Terminal, including the final clean up of the scrap metal operations and the pavement

repairs by Grimmel. ME DOT has begun staging for the Long Bridge replacement project. Director Allard asked if Grimmel's repairs were satisfactory and if the dock damage was Grimmel's responsibilities. Director Allard also inquired about the status of the cleanup of metal debris that fell into the Piscataqua River. Chief Harbor Master Shattuck reported that Grimmel will clean up the metal debris in the river.

1. Port Advisory Council

The Port Advisory Council did not meet in December.

B. Approvals

1. Bills for Legal Services

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$21,362.95 for legal services rendered to the Division of Ports and Harbors by:**

1. Sheehan Phinney Bass + Green	
Through October 31, 2014	\$ 435.00
	\$7,374.00
Through November 30, 2014	\$3,074.00
	<u>\$3,913.95</u>
Total	<u>\$21,362.95</u>

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

XIII. New Business

Attorney Hinchee informed the Board that 19 years ago Ryan Fitzsimmons (Gigunda Group) personally started a program called "Project Blanket." Fleece blankets are donated to a charity of one's choosing. To participate, just e-mail the name of a charity to Project Blanket and Project Blanket will, in turn, send 24 fleece blankets to the charity. To date, more than 54,000 blankets were donated.

XIV. Upcoming Meetings

A. Proposed 2015 Meetings Schedule

Vice Chairman Loughlin presented a proposed meeting schedule for 2015 and asked that the Directors let Mr. Mullen know if there are any conflicts. All Board and Committee meetings begin at 8 a.m. unless otherwise posted.

XV. Directors' Comments

Director Preston reported that he was reappointed by the Senate President to the PDA Board of Directors for a three year term, and that Director Allard was reappointed by the Speaker of the House to the Board for a three year term. Director Allard thanked Bill Bartlett for his efforts regarding the reappointments.

XVI. Non-Public Session

The Non-Public Session was not held.

XVII. Adjournment

Director Bohenko moved and Director Allard seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 9:17 a.m.

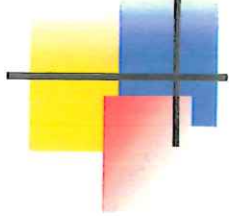
XVIII. Press Questions

No members of the Press attended the meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Mullen', with a long horizontal flourish extending to the right.

David R. Mullen
Executive Director/Secretary



FY 2015 FINANCIAL REPORT FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014



**BOARD OF DIRECTOR'S MEETING
FEBRUARY 5, 2015**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 AND 2013

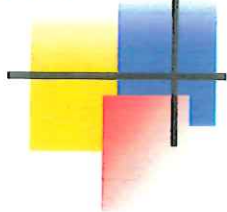
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FY 2015 BUDGET VARIANCE ANALYSIS

- **OPERATING REVENUES- LOWER BY 3.9%**
- LOWER THAN ANTICIPATED RENTAL INCOME OFFSET BY:
 - INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED DUE TO COURSE RENOVATIONS.
 - HAMPTON HARBOR AND PORTSMOUTH FISH PIER FUEL SALES GREATER THAN PROJECTED
 - INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES
- **OPERATING COSTS- LOWER BY 4.1%**
- PRIMARILY TIMING DIFFERENCES EARLY IN THE FISCAL YEAR ALONG WITH MILD WINTER.
- INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.
- **NONOPERATING (INCOME) AND EXPENSES**
- INCREASED SHORT TERM BORROWINGS TO SUPPORT CONSTRUCTION RELATED ACTIVITIES- PSM AND SKYHAVEN

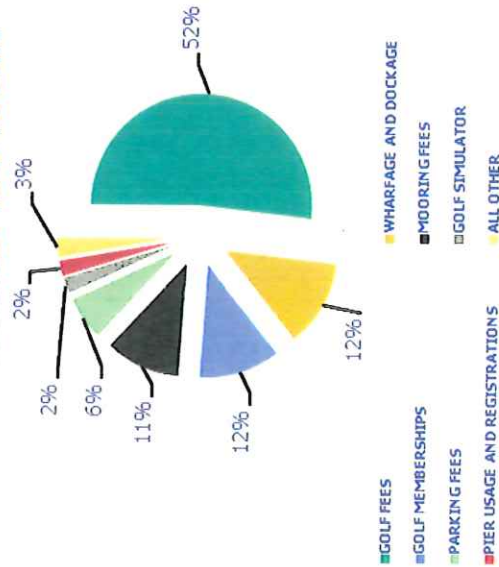
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>7,179</u>	<u>7,472</u>	<u>(293)</u>	<u>6,965</u>	<u>214</u>	<u>13,903</u>
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND 5)</i>	2,892	2,913	(21)	2,793	99	5,851
BUILDINGS AND FACILITIES MAINTENANCE	944	1,124	(180)	891	53	2,464
GENERAL AND ADMINISTRATIVE	369	382	(13)	360	9	766
UTILITIES <i>(PAGE #6)</i>	395	329	66	342	53	825
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	122	135	(13)	116	6	321
MARKETING AND PROMOTION	149	208	(59)	90	59	416
ALL OTHER <i>(PAGE #6)</i>	<u>752</u>	<u>774</u>	<u>(22)</u>	<u>691</u>	<u>61</u>	<u>1,301</u>
OPERATING INCOME	<u>5,623</u>	<u>5,865</u>	<u>(242)</u>	<u>5,283</u>	<u>340</u>	<u>11,944</u>
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	1,556	1,607	(51)	1,682	(126)	1,959
	67	46	21	59	8	92
DEPRECIATION	<u>3,135</u>	<u>3,182</u>	<u>(47)</u>	<u>3,011</u>	<u>124</u>	<u>6,364</u>
NET OPERATING INCOME	<u>(1,646)</u>	<u>(1,621)</u>	<u>(25)</u>	<u>(1,388)</u>	<u>(258)</u>	<u>(4,497)</u>

ANALYSIS OF OPERATING REVENUES FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 AND 2013



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FEE REVENUES YEAR TO DATE



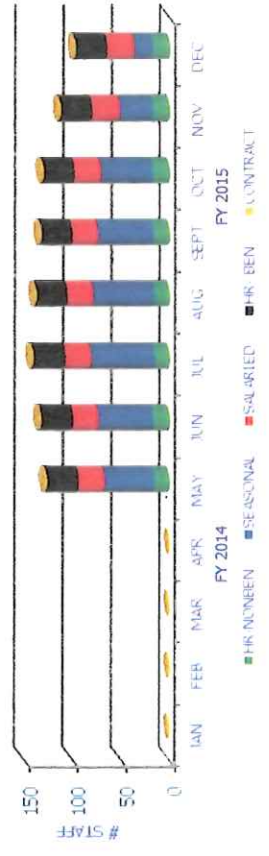
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	4,543	4,980	(437)	4,752	(209)	9,233
FEE REVENUES (SEE CHART)	1,537	1,297	240	1,195	342	2,567
FUEL SALES (SEE CHART)	664	700	(36)	621	43	1,085
CONCESSION REVENUE	164	112	52	122	42	214
GOLF MERCHANDISE	106	77	29	75	31	175
ALL OTHER- NET	165	306	(141)	200	(35)	629
	7,179	7,472	(293)	6,965	214	13,903

FUEL ANALYSIS	SALES	COGS	NET MARGIN
SKYHAVEN AIRPORT	40	35	5
PORTSMOUTH FISH PIER	373	335	38
RYE HARBOR	130	117	13
HAMPTON HARBOR	121	109	12
	664	596	68

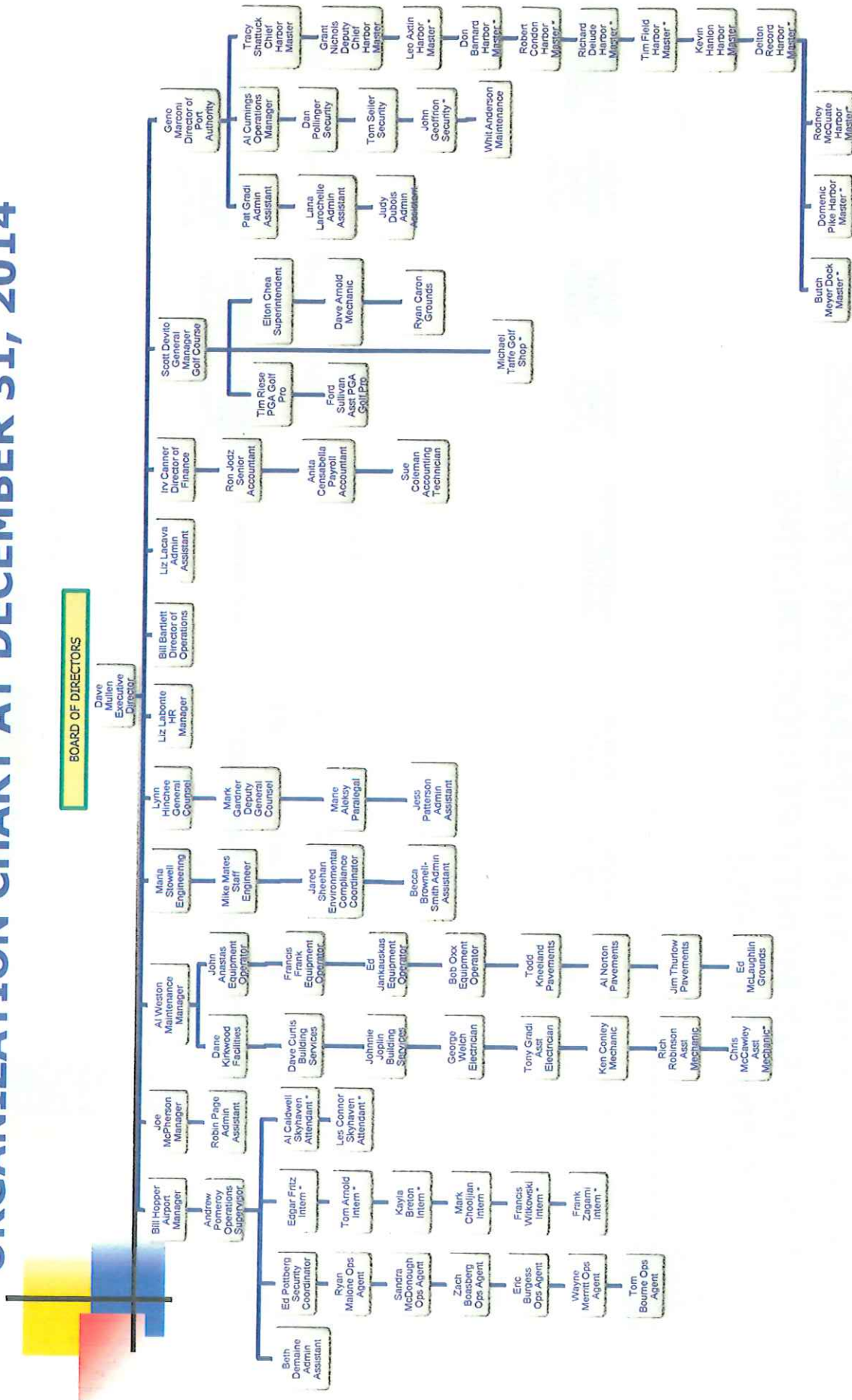
ANALYSIS OF PERSONNEL SERVICES AND BENEFITS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014

STAFF ANALYSIS

	YEAR TO DATE		YEAR TO DATE		PRIOR YEAR TO DATE ACTUAL	SAL	HR/ BEN	HR/ NON	SE	CON	DEC MONTH END	NOV MONTH END	OCT MONTH END
	ACTUAL	BUDGET	BUDGET	VARIANCE									
(\$ 000's)													
WAGES													
BENEFITED	1,784	1,803		(19)	1,655	6	-	1	9	-	16	38	52
NONBENEFITED	363	305		58	335	3	1	-	-	-	4	4	3
OVERTIME	99	81		18	91	9	1	5	-	-	15	16	16
ACCRUED VACATION AND SICK	(7)	-		(7)	-	-	-	2	1	-	3	3	2
TRANSFER OUT	2,239	2,189		50	2,081	1	1	-	-	-	2	2	2
	(295)	(335)		40	(190)	1	10	9	2	1	23	23	29
	1,944	1,854		90	1,891								
FRINGE BENEFITS													
HEALTH INSUR	488	605		(117)	495	2	1	-	-	-	3	4	4
RETIREMENT	188	275		(87)	192	3	1	-	-	-	4	4	4
FICA	166	166		-	154	2	3	-	-	1	6	5	5
DENTAL	33	45		(12)	31								
ALL OTHER	91	68		23	50								
TRANSFER OUT	966	1,159		(193)	922								
	(18)	(100)		82	(20)								
	948	1,059		(111)	902								
	2,892	2,913		(21)	2,793	28	33	19	19	2	101	116	134



PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART AT DECEMBER 31, 2014



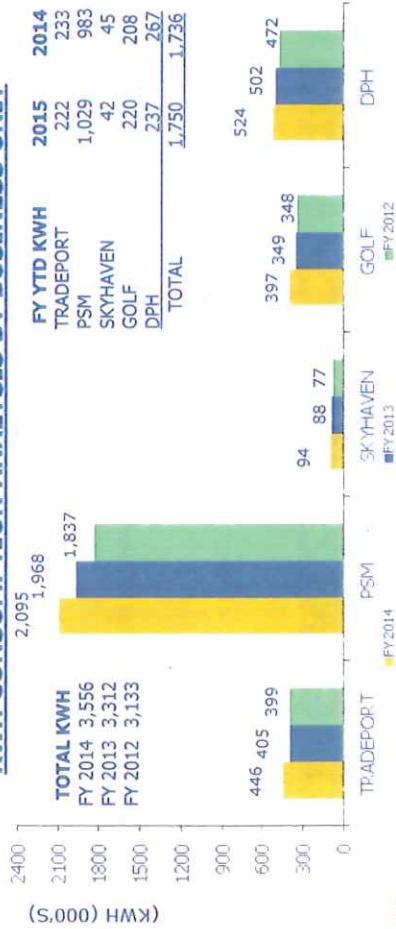
NOTE:
1. EXCLUDES CONTRACT AND SEASONAL EMPLOYEES.
2. HOURLY NON-BENEFITED EMPLOYEES REPRESENTED *

ANALYSIS OF OTHER OPERATING EXPENSES FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014

(\$ 000's)

UTILITIES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET
ELECTRICITY	210	167	182	412	LEGAL	13	55	23	110
WASTE DISPOSAL	59	86	87	171	INFORMATION TECHNOLOGY	46	37	38	74
NATURAL GAS AND OIL	21	22	20	122	AUDIT	55	31	44	62
PROPANE	24	25	24	62	ALL OTHER- NET	8	12	11	75
WATER	81	29	29	58		122	135	116	321
	395	329	342	825					

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



NOTE: PSNH INCREASED USAGE CHARGE FROM 7.1 CENTS/ KWH TO 9.5 CENTS/ KWH IN JANUARY 2013. PDA CURRENTLY HAS OUTSOURCED ACTIVITY AT A RATE OF 6.9 CENTS/ KWH FOR THE 15 MONTH PERIOD JULY 1, 2013 THROUGH SEPTEMBER 30, 2014. COMMENCING NOVEMBER 1, 2014 THE PDA HAS LOCKED INTO A FIXED RATE OF 9.7 CENTS/ KWH FOR A 26 MONTH PERIOD THROUGH NOVEMBER 2016.

ANALYSIS OF NONOPERATING (INCOME) EXPENSE FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
INTEREST EXPENSE	70	49	21	62	8	99
INTEREST INCOME AND OTHER	(2)	(3)	1	(3)	1	-
(GAIN) / LOSS ON SALE OF ASSETS	(1)	-	(1)	-	(1)	-
	<u>67</u>	<u>46</u>	<u>21</u>	<u>59</u>	<u>8</u>	<u>92</u>

INTEREST EXPENSE INCLUDES:		
	YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK	54	68
CITY OF PORTSMOUTH	16	31
TOTAL	<u>70</u>	<u>99</u>

NOTE:
1. SEE PAGE #15 FOR FURTHER INFORMATION REGARDING THE PDA CURRENT DEBT STRUCTURE AND CURRENT INTEREST RATES.

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF DECEMBER 31, 2014

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
MULTI-USE PATH	11-20-08	802	642	1,165	(233)	247	685	366
LAND IMPROVEMENT AND BUILDING DEMO (80 ROCHESTER)	12-21-11	800	400	759	(380)	291	88	-
NOISE EXPOSURE MAP UPDATE (FAA #52)	05-31-12	162	150	161	(12)	128	21	-
PSM PAVEMENT AND DRAINAGE RESTORATION (FAA #54)	07-03-12	105	97	97	(6)	84	7	-
PSM AIRPORT MARKING AND SIGNAGE (FAA #55)	08-28-12	448	414	410	(31)	346	33	-
PSM RUNWAY DEMAND LENGTH ANALYSIS	04-16-13	78	74	70	(4)	64	2	-
PSM ASR CONSTRUCTION PROJECT	04-16-13	3,461	3,288	1,724	(231)	1,489	4	-
PSM PAVEMENT AND DRAINAGE	11-06-13	1,310	1,244	1,140	(153)	975	12	-
PSM OBSTRUCTION MITIGATION DESIGN (FAA #49)	05-23-11	318	318	248	-	227	21	-
SKYHAVEN RUNWAY 15-33 R,M,L & S (SBG 05-2012)	06-18-14	3,790	3,601	2,490	(347)	1,184	959	954
SKYHAVEN RUNWAY DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	496	(25)	467	4	-
<u>PORT AUTHORITY OF NEW HAMPSHIRE</u>								
RYE FLOATING DOCK REPLACEMENT				78	(76)	2	-	-
FEMA CAMERA INSTALLATION AT NEWCASTLE PIER				25	4	-	21	-
SEABROOK / HAMPTON DREDGING				1,668	(324)	1,344	-	-
SOUTH ACCESS BRIDGE REPLACEMENT				384	-	384	-	-
HAMPTON HARBOR PIER RENOVATIONS				1,583	(70)	1,513	-	-
WATER QUALITY IMPROVEMENT				1,892	(894)	998	-	-
							1,857	1,320

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF DECEMBER 31, 2014

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 12-31-14
PORTSMOUTH AIRPORT					
OBSTRUCTION MITIGATION DESIGN (FAA #49)	238	11	-	11	249
NOISE EXPOSURE MAP UPDATE (FAA #52)	148	13	-	13	161
RUNWAY DEMAND AND LENGTH ANALYSIS (SBG 1601)	70	-	-	-	70
ASR CONSTRUCTION PROJECT (SBG 1602)	1,089	634	-	634	1,723
AIRFIELD MARKING AND SIGNAGE (FAA #55)	8	2	10	(8)	-
PAVEMENT AND DRAINAGE RESTORATION (SBG 1603)	596	545	-	545	1,141
PSM OBSTRUCTION PERMITTING AND DESIGN	2	-	-	-	2
JFE RUNWAY 16-34 PRE-DESIGN	2	-	-	-	2
AIRPORT OPERATIONS SOFTWARE / SERVER	5	20	25	(5)	-
TSA FACILITIES PROJECT	55	3	58	(55)	-
2015 CHEVY K2500 PICK-UP TRUCK	-	36	36	-	-
	<u>2,213</u>	<u>1,264</u>	<u>129</u>	<u>1,135</u>	<u>3,348</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF DECEMBER 31, 2014

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 12-31-14
SKYHAVEN AIRPORT					
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	485	11	-	11	496
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	2,490	-	2,490	2,490
	<u>485</u>	<u>2,501</u>	<u>-</u>	<u>2,501</u>	<u>2,986</u>
MAINTENANCE	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-
COMPUTER SERVER UPGRADE	-	<u>62</u>	<u>62</u>	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF DECEMBER 31, 2014

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 12-31-14
GOLF COURSE					
COURSE IRRIGATION / DRAINAGE IMPROVEMENTS	1	9	11	(2)	(1)
PARKING LOT RENOVATIONS	18	2	20	(18)	-
CLUBHOUSE EXPANSION (DESIGN ONLY)	7	7	-	7	14
PATIO EXPANSION	13	15	28	(13)	-
SIMULATOR EQUIPMENT	-	7	7	-	-
TURBO 27 TOW BEHIND MOWER	-	7	7	-	-
2 H25 ALL WEATHER HD TELEVISIONS	-	7	7	-	-
	<u>39</u>	<u>54</u>	<u>80</u>	<u>(26)</u>	<u>13</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF DECEMBER 31, 2014

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 12-31-14
TRADEPORT					
MULTI-USE PATH	633	531	1,146	(615)	18
LAND IMPROVEMENT AND BUILDING DEMO (80 ROCHESTER)	6	3	9	(6)	-
ROUNDABOUT- BUILDING #90	8	-	-	-	8
ROOF RENOVATIONS- 55 INTERNATIONAL DRIVE	24	150	174	(24)	-
CORPORATE DRIVE RIGHT TURN LANE	-	2	2	-	-
	671	686	1,331	(645)	26

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF DECEMBER 31, 2014

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 12-31-14
DIVISION OF PORTS AND HARBORS					
WATER QUALITY IMPROVEMENT	1,870	44	-	44	1,914
HAMPTON HARBOR DESIGN AND RENOVATIONS	1,583	-	-	-	1,583
RYE FLOATING DOCK REPLACEMENT	15	1	-	1	16
SOUTH ACCESS BRIDGE REPLACEMENT	384	-	-	-	384
CAMERAS- NEWCASTLE PIER	-	25	-	25	25
	<u>3,852</u>	<u>70</u>	=	<u>70</u>	<u>3,922</u>
TOTAL	<u>7,260</u>	<u>4,637</u>	<u>1,602</u>	<u>3,035</u>	<u>10,295</u>

ANALYSIS OF LONG TERM LIABILITIES AS OF DECEMBER 31, 2014

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

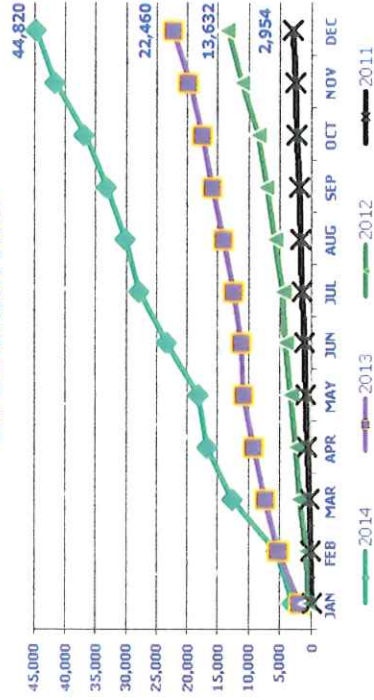
DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	THE PROVIDENT BANK @ 3.46%	THE PROVIDENT BANK @ 3.11%	CITY OF PORTS NH @ 4.50%	TOTAL DEBT
PROVIDENT BANK @ 3.46%	209	38	247	2015	209	291	116	616
PROVIDENT BANK @ 3.11%	290	784	1,074	2016	142	302	116	560
CITY OF PORTSMOUTH- WATER	116	581	697	2017	-	309	116	425
POLLUTION CONTROL NOTE @ 4.50%				2018	-	317	116	433
				2019	-	-	116	116
				2020	-	-	117	117
TENANT ADVANCES (LONZA)	26	=	26	PAID IN FY 2015	351	1,219	697	2,267
TOTAL	<u>641</u>	<u>1,403</u>	<u>2,044</u>	TOTAL	<u>247</u>	<u>1,074</u>	<u>697</u>	<u>2,018</u>

STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET
OPERATING REVENUES					
FACILITIES RENT	279	277	279	277	560
CARGO AND HANGARS	75	65	75	65	154
CONCESSION REVENUES	10	2	10	2	4
FEE REVENUES	9	1	9	1	97
ALL OTHER	26	19	26	19	50
	<u>399</u>	<u>364</u>	<u>399</u>	<u>364</u>	<u>865</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	402	398	402	398	916
BUILDINGS AND FACILITIES MAINTENANCE	424	352	424	352	1,362
GENERAL AND ADMINISTRATIVE	85	87	85	87	180
UTILITIES	130	140	130	140	335
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	10	10	10	10	23
ALL OTHER	-	-	-	-	-
	<u>1,051</u>	<u>987</u>	<u>1,051</u>	<u>987</u>	<u>2,816</u>
OPERATING INCOME	(652)	(623)	(652)	(623)	(1,951)
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-
DEPRECIATION AND AMORTIZATION	1,939	1,926	1,939	1,926	4,060
NET OPERATING INCOME	<u>(2,591)</u>	<u>(2,549)</u>	<u>(2,591)</u>	<u>(2,549)</u>	<u>(6,011)</u>

EMPLACEMENT DATA



STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR DATE ACTUAL	YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>104</u>	<u>155</u>	<u>(51)</u>	<u>262</u>
CARGO AND HANGARS	64	75		140
FUEL SALES	40	80		120
ALL OTHER	-	-		2
	<u>104</u>	<u>155</u>		<u>262</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	20	20	-	39
BUILDINGS AND FACILITIES MAINTENANCE	51	47	4	96
GENERAL AND ADMINISTRATIVE	17	17	-	38
UTILITIES	13	14	(1)	29
PROFESSIONAL SERVICES	4	4	-	6
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER- FUEL	35	61	(26)	90
	<u>140</u>	<u>163</u>	<u>(23)</u>	<u>298</u>
OPERATING INCOME	<u>(36)</u>	<u>(8)</u>	<u>(28)</u>	<u>(36)</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION AND AMORTIZATION	123	124	(1)	275
NET OPERATING INCOME	<u>(159)</u>	<u>(132)</u>	<u>(27)</u>	<u>(311)</u>

	YEAR TO DATE ACTUAL	PRIOR YEAR DATE ACTUAL	YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>104</u>	<u>155</u>	<u>(51)</u>	<u>262</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	20	20	-	39
BUILDINGS AND FACILITIES MAINTENANCE	51	47	4	96
GENERAL AND ADMINISTRATIVE	17	17	-	38
UTILITIES	13	14	(1)	29
PROFESSIONAL SERVICES	4	4	-	6
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER- FUEL	35	61	(26)	90
	<u>140</u>	<u>163</u>	<u>(23)</u>	<u>298</u>
OPERATING INCOME	<u>(36)</u>	<u>(8)</u>	<u>(28)</u>	<u>(36)</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION AND AMORTIZATION	123	124	(1)	275
NET OPERATING INCOME	<u>(159)</u>	<u>(132)</u>	<u>(27)</u>	<u>(311)</u>

	YTD	YTD	YTD	YTD
	AVE	AVE	AVE	AVE
	PRICE	PRICE	PRICE	PRICE
GALLONS OF FUEL SOLD				
FY 2015	625	7,185	7,185	5.51
FY 2014	1,530	14,226	22,638	5.60

	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
NET CASH FLOW					
FY 2015	(36)	(2,501)	-	1,651	(886)
FY 2014	(68)	(557)	-	450	(175)
FY 2013	(81)	(106)	-	-	(187)
FY 2009-2012	(418)	(419)	(100)	318	(619)
	<u>(603)</u>	<u>(3,583)</u>	<u>(100)</u>	<u>2,419</u>	<u>(1,867)</u>

(\$,000 \$)

(\$,000 \$)

STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>3,842</u>	<u>4,147</u>	<u>(305)</u>	<u>7,887</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	133	100	33	364
GENERAL AND ADMINISTRATIVE	27	25	2	64
UTILITIES	54	72	(18)	175
PROFESSIONAL SERVICES	-	9	(9)	10
MARKETING AND PROMOTION	-	-	-	20
ALL OTHER	36	33	3	120
	<u>250</u>	<u>239</u>	<u>11</u>	<u>753</u>
OPERATING INCOME	3,592	3,908	(316)	7,134
NONOPERATING (INCOME) AND EXPENSE	(1)	(2)	1	(3)
DEPRECIATION AND AMORTIZATION	502	482	20	1,017
NET OPERATING INCOME	<u>3,091</u>	<u>3,428</u>	<u>(337)</u>	<u>6,120</u>

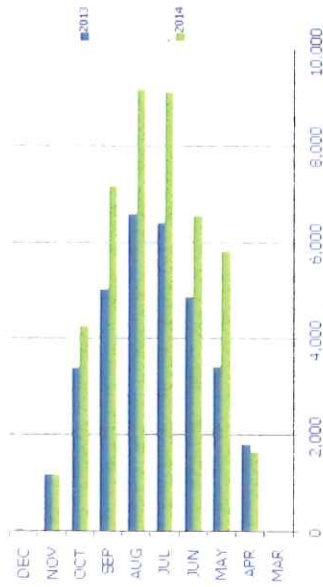
STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,263</u>	<u>883</u>	<u>380</u>	<u>1,899</u>	CONCESSION REVENUES	146	117	205
OPERATING EXPENSES					FEE REVENUES			
PERSONNEL SERVICES AND BENEFITS	505	451	54	827	GOLF FEES	796	519	1,033
BUILDINGS AND FACILITIES MAINTENANCE	204	193	11	319	MEMBERSHIPS	180	121	335
GENERAL AND ADMINISTRATIVE	85	77	8	156	SIMULATOR	32	32	115
UTILITIES	122	55	67	125	GOLF LESSONS	<u>8</u>	<u>6</u>	<u>16</u>
PROFESSIONAL SERVICES	7	6	1	10		<u>1,016</u>	<u>678</u>	<u>1,499</u>
MARKETING AND PROMOTION	37	11	26	54	MERCHANDISE AND OTHER	101	88	195
ALL OTHER	120	96	24	203		<u>1,263</u>	<u>883</u>	<u>1,899</u>
	<u>1,080</u>	<u>889</u>	<u>191</u>	<u>1,694</u>	BUSINESS UNIT ANALYSIS			
OPERATING INCOME	183	(6)	189	205	PRO SHOP	106	979	1,263
NONOPERATING (INCOME) AND EXPENSE	-	-	-	(1)	OPERATING REVENUES	90	857	1,080
DEPRECIATION AND AMORTIZATION	194	138	56	313	OPERATING EXPENSES (EXCLUDING DEPRECIATION)			
NET OPERATING INCOME	<u>(11)</u>	<u>(144)</u>	<u>133</u>	<u>(107)</u>	NET OPERATING INCOME	<u>16</u>	<u>122</u>	<u>13</u>
								<u>183</u>

KEY GOLF COURSE BENCHMARKING DATA AS OF DECEMBER 31, 2014

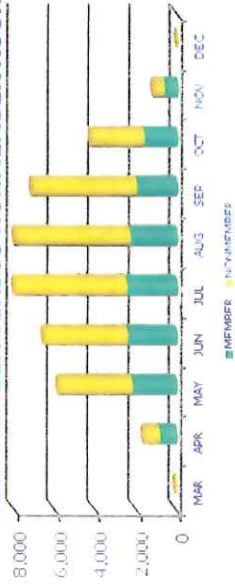
ROUNDS OF GOLF PLAYED



	2011	2012	2013	2014
SEASON	47,788	51,001	32,728	44,942

ROUNDS PLAYED	47,788	51,001	32,728	44,942
RAIN DAYS	51	48	49	58

2014 MEMBER VERSUS NONMEMBER ROUNDS



2013 YTD ROUNDS
MEMBER 12,673
NONMEMBER 20,055
TOTAL 32,728

2014 YTD ROUNDS
MEMBER 15,019
NONMEMBER 29,923
TOTAL 44,942

	GOLF SIMULATOR REVENUES		FY 2015		FY 2014		BAR AND GRILL GROSS SALES		
JULY	\$	-	\$	285			JULY	\$ 164,577	\$ 134,339
AUGUST				35			AUGUST	168,895	126,688
SEPTEMBER				20			SEPTEMBER	157,632	106,735
OCTOBER		2,102		1,883			OCTOBER	113,012	84,490
NOVEMBER		12,929		12,839			NOVEMBER	72,858	67,358
DECEMBER		16,600		17,141			DECEMBER	95,487	68,224
JANUARY		-		24,680			JANUARY	-	61,398
FEBRUARY		-		23,438			FEBRUARY	-	59,814
MARCH		-		26,047			MARCH	-	68,207
APRIL		-		8,206			APRIL	-	86,823
MAY		-		196			MAY	-	124,765
JUNE		-		240			JUNE	-	123,880
				\$ 31,631		\$ 115,010		\$ 772,461	\$ 1,112,721

	FY 2012 ACTUAL		FY 2013 ACTUAL		FY 2014 YTD	
GROUPS 12-40	\$ 22,271	\$ 10,020	\$ 8,520	\$ 8,520	\$ 28,860	\$ 28,860
TOURNAMENT PLAY	135,225	109,210	89,304	89,304	126,938	126,938
LEAGUES	101,517	112,420	52,092	52,092	65,915	65,915
FOOD AND ROOM FEES	117,013	152,389	108,663	108,663	155,004	155,004

STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,495</u>	<u>1,338</u>	<u>157</u>	<u>2,816</u>	FACILITY RENTALS	293	213	80	538
OPERATING EXPENSES					CONCESSION REVENUE	8	3	5	5
PERSONNEL SERVICES AND BENEFITS	599	542	57	1,311	FEE REVENUE				
BUILDINGS AND FACILITIES MAINTENANCE	79	180	(101)	272	MOORING FEES	167	174	(7)	350
GENERAL AND ADMINISTRATIVE	56	57	(1)	119	PARKING	95	94	1	150
UTILITIES	76	60	16	166	REGISTRATIONS	20	29	(9)	165
PROFESSIONAL SERVICES	15	15	-	18	WHARF / DOCK	<u>192</u>	<u>170</u>	<u>22</u>	<u>190</u>
MARKETING AND PROMOTION	1	1	-	2	FUEL SALES	<u>474</u>	<u>467</u>	<u>7</u>	<u>855</u>
ALL OTHER - FUEL	561	500	61	888	ALL OTHER	624	541	83	965
	<u>1,387</u>	<u>1,355</u>	<u>32</u>	<u>2,776</u>	TOTAL	<u>1,495</u>	<u>1,338</u>	<u>157</u>	<u>2,816</u>
OPERATING INCOME	108	(17)	125	40	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	HAMPTON HARBOR	175	389	541	187
DEPRECIATION AND AMORTIZATION	306	271	35	550	RYE HARBOR	201	201	229	179
NET OPERATING INCOME	(198)	(288)	90	(510)	PORTSMOUTH FISH PIER	170	389	220	220
					MARKET STREET	-	-	312	(177)
					HARBOR MANAG ADMIN	31	-	(33)	(177)

STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET	FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET
HARBOR DREDGING									
OPERATING REVENUES	<u>42</u>	<u>53</u>	<u>(11)</u>	<u>122</u>	OPERATING REVENUES	<u>15</u>	<u>5</u>	<u>10</u>	<u>15</u>
OPERATING EXPENSES					OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	21	-	21	-	BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	GENERAL AND ADMINISTRATIVE	-	1	(1)	1
UTILITIES	-	-	-	(5)	UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	MARKETING AND PROMOTION	3	1	2	9
ALL OTHER	-	-	-	-	ALL OTHER	-	-	-	-
	<u>21</u>	<u>-</u>	<u>21</u>	<u>(5)</u>		<u>3</u>	<u>2</u>	<u>1</u>	<u>10</u>
OPERATING INCOME	<u>21</u>	<u>53</u>	<u>(32)</u>	<u>127</u>	OPERATING INCOME	<u>12</u>	<u>3</u>	<u>9</u>	<u>5</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION AND AMORTIZATION	7	7	-	13	DEPRECIATION AND AMORTIZATION	-	-	-	-
NET OPERATING INCOME	<u>14</u>	<u>46</u>	<u>(32)</u>	<u>114</u>	NET OPERATING INCOME	<u>12</u>	<u>3</u>	<u>9</u>	<u>5</u>

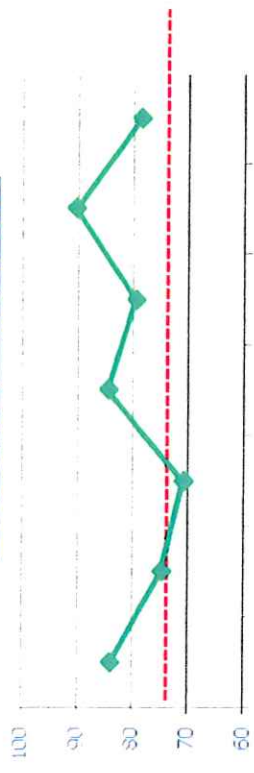
STATEMENT OF OPERATIONS FOR THE SIX MONTH PERIOD ENDING DECEMBER 31, 2014 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET	
REVOLVING LOAN FUND					REVOLVING LOAN FUND RECONCILIATION
LOAN FUND					BALANCE, AT 12-31-2014 BALANCE, AT 06-30-2014 BALANCE, AT 06-30-2013
OPERATING REVENUES	20	20	-	39	GENERAL FUNDS 261 158 154
OPERATING EXPENSES					RESTRICTED FUNDS 43 43 43
PERSONNEL SERVICES AND BENEFITS					LOANS OUTSTANDING 304 201 197
BUILDINGS AND FACILITIES MAINTENANCE					CURRENT 126 126 107
GENERAL AND ADMINISTRATIVE					LONG TERM 720 809 814
UTILITIES					TOTAL 846 935 921
PROFESSIONAL SERVICES					CAPITAL UTILIZATION RATE 73.6% 82.3% 82.4%
MARKETING AND PROMOTION					
ALL OTHER					
OPERATING INCOME	9	11	(2)	25	
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION AND AMORTIZATION					
NET OPERATING INCOME	9	9	2	14	

CAPITAL UTILIZATION % RATE



CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING SEPTEMBER 30, 2015

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)



**BOARD OF DIRECTOR'S MEETING
FEBRUARY 5, 2015**

PEASE DEVELOPMENT AUTHORITY PDA UNRESTRICTED CASH FLOW SUMMARY OVERVIEW JANUARY 1, 2015 TO SEPTEMBER 30, 2015

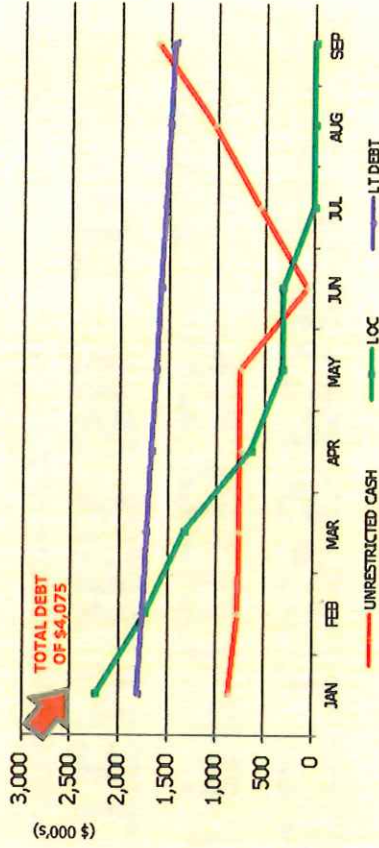
(\$ 000'S)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>656</u>
SOURCES OF FUNDS	
TRADEPORT RELATED BILLINGS	6,319
FEDERAL / STATE GRANT AWARDS	2,327
GOLF COURSE FEE AND CONCESSION REVENUES	1,255
MUNICIPAL SERVICE FEE (COP)- NET	1,119
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	177
EXTERNAL BANK WORKING CAPITAL- NET	(3,250)
	<u>8,367</u>
USES OF FUNDS	
EMPLOYEE WAGES AND BENEFITS	3,575
OPERATING EXPENSES	1,195
CAPITAL EXPENDITURES- GRANT RELATED	1,150
CAPITAL EXPENDITURES- NON GRANT RELATED	909
LONG TERM DEBT RETIREMENT	552
	<u>7,381</u>
NET CASH FLOW	
	<u>986</u>
CLOSING FUND BALANCE	<u>1,642</u>

DISCUSSION

THE PDA WILL CONTINUE TO NEED TO FURTHER UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED CAPITAL EXPENDITURES. HOWEVER, CASH FLOW PROJECTIONS INDICATE A FULL REPAYMENT DURING THE THIRD QUARTER OF 2015.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS, 2) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND 3) TRADEPORT REVENUE STREAMS INCLUDING GSA.



	BALANCE AT 12-31-2014	BALANCE AT 06-30-2014	(\$ 000'S)
TOTAL FUND BALANCES	656	957	
PDA UNRESTRICTED	128	75	
PDA DESIGNATED	(2)	296	
DPH UNRESTRICTED	121	117	
DPH DESIGNATED	<u>820</u>	<u>703</u>	
TOTAL	1,723	2,148	2

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW- PDA UNRESTRICTED FUNDS JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	656	872	786	776	767	767	74	568	1,042	656
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	954	453	95	400	95	183	95	52	-	2,327
TRADEPORT RELATED BILLINGS	552	867	665	735	650	715	700	700	735	6,319
MUNICIPAL SERVICE FEE (COP)	355	205	208	355	205	208	355	205	208	2,304
GOLF COURSE	75	50	50	75	100	225	225	240	215	1,255
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
SKYHAVEN AIRPORT	17	16	16	20	20	22	22	22	22	177
WORKING CAPITAL RLOC- NET	(1,000)	(500)	(400)	(700)	(325)	-	(325)	-	-	(3,250)
	<u>1,003</u>	<u>1,136</u>	<u>679</u>	<u>935</u>	<u>790</u>	<u>1,398</u>	<u>1,122</u>	<u>1,264</u>	<u>1,225</u>	<u>9,552</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	50	600	50	50	100	225	35	20	20	1,150
CAPITAL- NONGRANT (SEE PAGES #5-#8)	-	-	59	354	115	123	13	200	45	909
EMPLOYEE WAGES AND BENEFITS	400	400	390	365	390	400	415	415	400	3,575
OPERATING EXPENSES	145	145	145	130	140	145	120	110	115	1,195
MUNICIPAL SERVICE FEE (COP)	-	32	-	-	-	1,153	-	-	-	1,185
LONG TERM DEBT RETIREMENT (SEE PAGES #10-#11)	192	45	45	45	45	45	45	45	45	552
	<u>787</u>	<u>1,222</u>	<u>689</u>	<u>944</u>	<u>790</u>	<u>2,091</u>	<u>628</u>	<u>790</u>	<u>625</u>	<u>8,566</u>
NET CASH FLOW	216	(86)	(10)	(9)	-	(693)	494	474	600	986
CLOSING FUND BALANCE	872	786	776	767	767	74	568	1,042	1,642	1,642

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION- PHASE II	50	50	50	50	50	35	-	-	-	285
AIRPORT MARKING AND SIGNAGE (AIP #55)	-	30	-	-	-	-	-	-	-	30
PSM SECURITY DATA BASE **	-	-	-	-	-	65	35	20	20	140
SKYHAVEN AIRPORT										
RUNWAY REHAB AND DESIGN	-	20	-	-	-	-	-	-	-	20
RUNWAY CONSTRUCTION	-	500	-	-	25	100	-	-	-	625
TRADEPORT										
MULTI USE PATH (GRAFTON DRIVE SECTION ONLY)	-	-	-	-	25	-	-	-	-	25
MULTI USE PATH (ROUTE #33)	-	-	-	-	-	25	-	-	-	25
TOTAL GRANT	50	600	50	50	100	225	35	20	20	1,150

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000'S)

(CONTINUED):

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
TERMINAL DIRECTORY (INSIDE) **	-	-	-	50	-	-	-	-	-	50
TERMINAL SIGN GUIDES (ROADWAYS) **	-	-	-	50	-	-	-	-	-	50
AIRPORT ENTRANCE SIGN- EXETER STREET**	-	-	-	-	30	-	-	-	-	30
NORTH ENTRANCE WELCOME SIGN **	-	-	-	30	-	-	-	-	-	30
SIDEWALKS- PEDESTRIAN FACILITIES**	-	-	-	-	-	6	-	-	-	6
DRAINAGE DITCHES **	-	-	-	-	-	-	-	-	20	20
SURFACE TRANSPORTATION PLAN **	-	-	-	-	25	-	-	-	-	25
	=	=	=	130	55	6	=	=	20	211

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 PROJECTED CAPITAL EXPENDITURES
 JANUARY 1, 2015 TO SEPTEMBER 30, 2015**

(CONTINUED):

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
STORM DRAIN SURVEY **	=	=	=	=	=	20	=	=	=	20
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	=	=	19	8	=	=	=	=	25	52

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000's)

(CONTINUED):

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
GOLF COURSE										
COURSE RENOVATIONS	-	-	-	15	-	-	-	-	-	15
WALKING GREEN'S MOWER**	-	-	-	25	-	-	-	-	-	25
FUEL TANK PAD **	-	-	-	-	50	-	-	-	-	50
CLUBHOUSE IMPROVEMENTS / KITCHEN EQUIPMENT **	-	-	-	-	-	12	-	-	-	12
CLUBHOUSE RENOVATIONS AND EXPANSION	-	-	-	-	-	-	-	-	-	-
GREEN TEE AREATOR **	-	-	-	26	-	-	-	-	-	26
POINT OF SALE SYSTEM UPGRADE **	-	-	-	10	-	-	-	-	-	10
RANGE CART WITH CAGE **	-	-	-	15	-	-	-	-	-	15
TRIM MOWERS**	-	-	-	25	-	-	-	-	-	25
WEBSITE ENHANCEMENTS **	-	-	10	25	-	-	-	-	-	35
	=	=	=	<u>141</u>	<u>50</u>	<u>12</u>	=	=	=	<u>213</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000's)

(CONTINUED):

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
NONGRANT REIMBURSEMENT (CONTINUED):										
PORTSMOUTH AIRPORT										
RUNWAY LIGHTING COMPUTER UPGRADE **	-	-	30	-	-	-	-	-	-	30
PSM SECURITY DATA BASE (HONEYWELL) **	-	-	-	-	-	-	13	-	-	13
TERMINAL DIRECTORY (INSIDE) **	-	-	-	25	-	-	-	-	-	25
REROOFING OF HUT # 7 AND #8 **	-	-	-	50	-	-	-	-	-	50
SECURITY ACCESS SYSTEM REPLACEMENT**	-	-	-	-	-	25	-	-	-	25
NEW SECURITY GATE- P1**	-	-	-	-	10	-	-	-	-	10
	=	=	30	75	10	25	13	=	=	153
MAINTENANCE										
75 ROCHESTER- FIRE ALARM **	-	-	-	-	-	60	-	-	-	60
MULTI-USE SWEEPER**	=	=	=	=	=	=	=	200	=	200
	=	=	=	=	=	60	=	200	=	260
TOTAL NONGRANT	=	=	59	354	115	123	13	200	45	909

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED RECEIPT GRANT AWARDS JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION DESIGN (AIP #49)	-	80	-	-	-	-	-	-	-	80
OBSTRUCTION MITIGATION- PHASE II **	-	-	95	-	95	-	95	-	-	285
AIRPORT MARKING AND SIGNAGE (AIP #55)	-	-	-	-	-	15	-	-	-	15
ASR MITIGATION CONSTRUCTION (SBG 2)	-	-	-	-	-	-	-	-	-	-
ASR CONSTRUCTION (SBG 3)	-	13	-	-	-	-	-	-	-	13
PSM SECURITY DATA BASE **	-	-	-	-	-	93	-	52	-	145
SKYHAVEN AIRPORT										
RUNWAY REHAB AND DESIGN	32	-	-	-	-	-	-	-	-	32
RUNWAY CONSTRUCTION	922	-	-	400	-	75	-	-	-	1,397
TRADEPORT										
MULTI USE PATH (GRAFTON DRIVE SECTION ONLY)	-	190	-	-	-	-	-	-	-	190
MULTI USE PATH (ROUTE #33)	=	170	=	=	=	=	=	=	=	170
TOTAL GRANT	954	453	95	400	95	183	95	52	=	2,327

PEASE DEVELOPMENT AUTHORITY
SCHEDULED OF LONG TERM DEBT RETIREMENT
JANUARY 1, 2015 TO SEPTEMBER 30, 2015

(PRINCIPAL + INTEREST)
(\$ 000'S)

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>TOTAL</u>
THE PROVIDENT BANK REVOLVING LOC # 1 (STATE GUARANTEE- \$1,000,000)	18	18	18	18	18	18	18	18	18	162
THE PROVIDENT BANK REVOLVING LOC #2 (STATE GUARANTEE- \$1,500,000)	27	27	27	27	27	27	27	27	27	243
CITY OF PORTSMOUTH	147	-	-	-	-	-	-	-	-	147
	<u>192</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>552</u>

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS AT DECEMBER 31, 2014

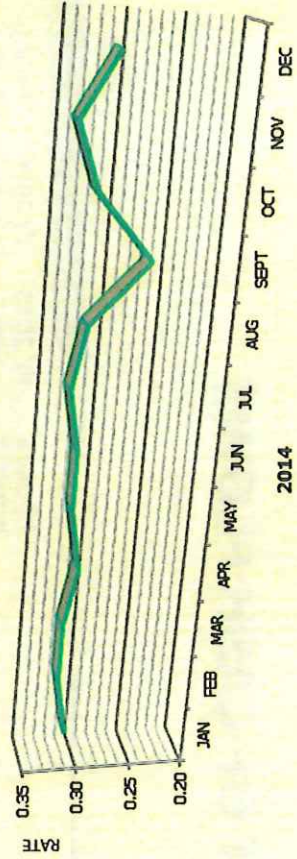
(\$ 000'S)

<u>CREDIT FACILITIES</u>	<u>THE PROVIDENT BANK (RLOC)</u>	<u>THE PROVIDENT BANK (REVOL)</u>	<u>THE PROVIDENT BANK (REVOL #1)</u>
AMOUNT OF CREDIT FACILITY	5,000	2,500	
AMOUNT AVAILABLE	1,750	-	
EFFECTIVE DATE	03-10-2011	03-10-2011	
TERM DATE	12-31-2016	06-28-2018	
PURPOSE	TO PROVIDE WORKING CAPITAL	TO FINANCE CAPITAL EXPENDITURES	
INTEREST RATE	ONE MONTH FHLB + 250 BASIS POINTS	SEE TABLE	
MINIMUM SIZE OF DRAWDOWN	NO MINIMUM	500	
OTHER	DOES NOT CARRY THE STATE GUARANTEE	DOES CARRY THE STATE GUARANTEE	

<u>OUTSTANDING DEBT ANALYSIS</u>	<u>BALANCE AT 12-31-2014</u>	<u>BALANCE AT 06-30-2014</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE %</u>
THE PROVIDENT BANK- (REVOL #1)	247	351	03-14-2016	3.46
THE PROVIDENT BANK (RLOC)	3,250	2,000	12-31-2016	2.81
THE PROVIDENT BANK- (REVOL #2)	1,074	1,220	06-28-2018	3.11
CITY OF PORTSMOUTH	697	697	12-31-2020	4.50
	<u>5,268</u>	<u>4,268</u>		

WEIGHTED AVERAGE 3.12 3.22

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



CONSOLIDATED STATEMENT OF CASH FLOWS AS OF DECEMBER 31, 2014

(\$ 000's)

DISCUSSION AND ANALYSIS	FY 2015 BUDGET	FY 2015 YTD	FY 2014 ACTUAL	FY 2013 ACTUAL
<ul style="list-style-type: none"> ▪ TO DATE, THERE HAS BEEN NO SIGNIFICANT VARIANCES DURING FY 2015. HOWEVER, THE MORE CRITICAL VARIABLES INCLUDE: <ul style="list-style-type: none"> ▪ THE ANTICIPATED RENTAL REVENUE STREAM FROM GSA COMMENCING IN OCTOBER 2014. ▪ ONGOING RENTAL REVENUE STREAM FROM THE MAINE DOT. ▪ CAPITAL CONSTRUCTION ACTIVITIES AND ASSOCIATED GRANT REIMBURSEMENT PROCESS. ▪ FY 2014 IMPACTED BY: <ul style="list-style-type: none"> ▪ ACCOUNTS RECEIVABLE WRITE-OFF OF GSA NEGATIVELY IMPACTED CASH FLOW FROM OPERATIONS BY APPROXIMATELY \$1.4 MILLION. ▪ APPROXIMATELY 65% OF PURCHASES OF CAPITAL ASSETS WERE LINKED TO GRANT FUNDED PROJECTS. ▪ THE \$2.0 MILLION DRAWDOWN OF THE REVOLVING LINE OF CREDIT FACILITY WAS PRIMARILY IN SUPPORT OF TIMING DIFFERENCES ASSOCIATED WITH THE GRANT REIMBURSEMENT PROCESS. 				
CASH FLOW FROM OPERATING ACTIVITIES	3,750	(490)	200	3,859
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
CONTRIBUTED CAPITAL BY FEDERAL AND STATE GOVERNMENT	8,500	3,739	4,289	1,818
ISSUANCE OF LONG TERM DEBT- THE PROVIDENT BANK	-	-	-	1,500
REVOLVING LINE OF CREDIT FACILITY- NET OF REPAYMENTS	(2,000)	1,250	2,000	-
GAIN ON DISPOSAL OF ASSETS	-	1	1	551
PURCHASE OF CAPITAL ASSETS- NET OF PLANT RETIREMENTS	(7,800)	(4,609)	(7,640)	(6,136)
DEBT REPAYMENT				
CITY OF PORTSMOUTH	(116)	-	(116)	(116)
THE PROVIDENT BANK	(525)	(248)	(1,147)	(1,211)
INTEREST PAID ON CAPITAL DEBT	(100)	(70)	(136)	(107)
CASH FLOWS FROM INVESTING ACTIVITIES				
INTEREST INCOME RECEIVED	6	2	6	12
INCREASE (DECREASE) IN CASH AND INVESTMENTS	1,715	(425)	(2,543)	170
CASH AND INVESTMENTS- BEGINNING OF PERIOD	2,148	2,148	4,691	4,521
CASH AND INVESTMENTS- END OF PERIOD	3,863	1,723	2,148	4,691

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New Hampshire Air National Guard for the installation and maintenance of fiber optic cables and security cameras for a term of five (5) years with three (3) options to extend on substantially similar terms and conditions as set forth in the draft Right of Entry dated February 1, 2015 and the memorandum of Maria J. Stowell, P.E. Manager, Engineering dated January 29, 2015, both attached hereto.

Note: Roll call vote required

N:\RESOLVES\NHANGROE0205.wpd

MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: January 29, 2015
Subject: Air National Guard Security Camera Upgrades ROE

In anticipation of receiving its new tanker, the KC-46A Pegasus, the Pease Air National Guard (ANG) Base has reviewed the design of the airport and has determined the most strategic locations to install security camera upgrades. Some of this work will take place outside the ANG's cantonment on PDA property. PDA Staff has drafted language regarding a Right of Entry agreement with the ANG that will grant the PDA's permission to work on its property and will document the responsibilities of each party.

The proposed work includes the installation and maintenance of new fiber optic cable through existing conduit beneath the apron and taxiway Alpha from the Air Traffic Control Tower to the Communications Vault as well as installation and maintenance of security cameras.

At next week's Board meeting, please ask the PDA Board of Directors to authorize the Executive Director to allow the 157th Air Refueling Wing of the Air National Guard and/or its agents a Right of Entry upon PDA property based upon the same terms and conditions as outlined in the attached document.



DRAFT

55 International Drive, Portsmouth, NH 03801

February 1, 2015

RIGHT OF ENTRY

Colonel Shawn R. Burrus
New Hampshire Air National Guard
302 Newmarket St - BLDG 262
Pease ANGB, NH 03803-0157

Re: NHANG - Pease ANGB Security Project

Dear Colonel Burrus:

This Right of Entry will authorize the New Hampshire Air National Guard ("NHANG") and/or its agents and contractors to enter upon the premises shown in the attached Exhibit A (the "Premises") beginning February 1, 2015 for the following purpose:

Installation and maintenance of new fiber optic cable through existing conduit beneath the apron and taxiway Alpha from the Air Traffic Control Tower to the Communications Vault as well as installation and maintenance of security cameras.

The Right of Entry shall be effective for a period of five (5) years and may be extended for three (3) additional five (5) year option periods for a total of twenty (20) years. Unless the NHANG advises Pease Development Authority ("PDA") of its intent to terminate the Right of Entry upon providing at least a sixty (60) advance written notice each five (5) year option extension periods will be deemed to be automatically exercised in commencing in years 6, 11 and 16 respectively.

Any agent or contractor of NHANG will provide to the PDA satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) if applicable and evidence of workers compensation coverage to statutory limits.

The Premises is part of the Airport Security Identification Display Area ("SIDA"). While in the SIDA, escort procedures per the requirements of the Portsmouth International Airport at Pease Security Program must be met. Representatives, employees and agents of NHANG that are SIDA badged must escort any contractor or agent that does not possess a badge. All requirements for security badging and escorting, as well as all the requirements specified in the "Ground Vehicle Procedures, Portsmouth International Airport at Pease" shall be met.

Colonel Shawn R. Burrus
New Hampshire Air National Guard
February 1, 2015
Page 2

NHANG and or its agents shall be responsible for maintaining the safety of workers at the site and shall implement all practices and procedures, including Confined Space Entry procedures, necessary to protect worker health and safety.

NHANG acknowledges that the Premises is located in an Area of Special Notice because of the potential for environmental contamination or impact on soils and groundwater. NHANG agrees to implement measures to protect workers from and to prevent the migration of any contamination that may be present.

NHANG agrees that no soil excavation will take place under this Right of Entry.

The NHANG understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination provided PDA provides at least sixty (60) days advance written notice of such termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or damages to the property or injuries to the person of representatives of the NHANG, its agents, contractors or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

To the extent permitted by law, the NHANG agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it or its contractors under this Right of Entry. The NHANG expressly waives all claims against PDA and the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the NHANG to the terms of this Right of Entry and return the same to me with evidence of insurance as required.

Very truly yours,

David R. Mullen
Executive Director

Colonel Shawn R. Burrus
New Hampshire Air National Guard
February 1, 2015
Page 3

Agreed and accepted this _____ day of _____, 2015

New Hampshire Air National Guard

By: _____
Duly authorized

Name: Shawn R. Burris, Colonel


Title: Wing Commander - NHANG 157th Air Refueling Wing

EXHIBIT "A"

PREMISES

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: February 5, 2015

Re: Sublease between 100 International, LLC and Great North Woods Wireless, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-lease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 100 International, LLC ("100INTL") and Great North Woods Wireless, LLC, a wireless service sales company, to lease 1,178 square feet (Suite 365) with a lease term of 7 ½ months. The subleased premises will be used for general office and related uses.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 100INTL's continued primary liability for payment of rent and other obligations pursuant to the PDA/100INTL Lease.

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

P:\TWOINTL\100 International\Board\Boardmem0215.wpd

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: February 5, 2015

Re: Sublease between 200 International, Limited Partnership and Phoenix Telecom NC, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 200 International, Limited Partnership ("200ILP") and Phoenix Telecom NC, LLC ("Phoenix") for 1,943 square feet (Suite 150) for a period of two years, effective April 1, 2015. Phoenix, refurbishes and maintains used telecommunication equipment, and will use the premises for general business offices.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 200ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/200ILP Sublease.

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

P:\TWOINTLA\200 International\Board\Boardmem020515.wpd

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DM*
RE: Contract Reports Pursuant to PDA Bylaws & Emergency Repair Delegation
DATE: February 5, 2015

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

1. Project Name: Axiom Partners
PDA Obligation: \$4,340.00
Board Authority: Vice Chairman Loughlin
Summary: To conduct a Hazardous Buildings Materials and Asbestos inspection for the buildings located at 47 and 53 Durham Street.

2. Project Name: Vaisala, Inc.
PDA Obligation: \$1,600.00
Board Authority: Vice Chairman Loughlin
Summary: For the purchase and installation of a replacement of the Runway 16 pavement sensor.

3. Project Name: Honeywell - Airport Access Control System
PDA Obligation: \$2,392.00
Board Authority: Director Allard
Summary: For the purchase and installation of a replacement badging camera system compatible with the upgraded Honeywell computer server.



MAIN OFFICE:

545 Salem Street
Wakefield,
Massachusetts 01880
(781) 213-9198
(781) 213-6992 Fax

BRANCH OFFICES:

46 Watergate Lane
Barnstable, Massachusetts 02668
(508) 746-5218
(508) 732-0281 Fax

10 Diamond Drive
Derry, New Hampshire 03038
(603) 434-5245
(603) 434-5172 Fax

www.axiomenv.com

January 8, 2014

Mr. Jared Sheehan
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

VIA EMAIL

Proposal W015-06

RE: Proposal for Hazardous Building Materials Inspection
Pease International Tradeport
Buildings 206 and 207
47 and 53 Durham Street
Portsmouth, New Hampshire

Dear Mr. Sheehan:

Axiom Partners, Inc. (AXIOM) is pleased to submit our proposal to provide asbestos and hazardous building materials inspection services to Pease Development Authority (PDA) in preparation for the leasing of the existing structure at 47 Durham Street, Building 206 and in preparation for demolition of the vacant building at 53 Durham Street, Building 207 Portsmouth, New Hampshire.

AXIOM's proposed services include the following:

A. ASBESTOS-CONTAINING MATERIALS

AXIOM will perform an inspection of accessible interior and exterior areas of the buildings using one or more New Hampshire-licensed Asbestos Inspectors who will follow AHERA⁽¹⁾ protocols. The inspection is intended to satisfy the requirements set forth in the EPA's NESHAPs⁽²⁾ regulations. The survey for asbestos-containing materials (ACMs) will include:

1. Inspecting all accessible building areas to identify, sample and assess each type of suspect ACM. Where allowed by PDA, AXIOM will perform a destructive investigation to attempt to identify concealed suspect ACMs.
2. Asbestos bulk samples will be analyzed by an accredited laboratory. The laboratory will determine the type and content of asbestos using the EPA-endorsed Polarized Light Microscopy with Dispersion Staining (PLM/DS) Method. Chain-of-custody forms will be used to ensure sample integrity.

⁽¹⁾ Asbestos Hazard Emergency Response Act (EPA, 1986)

⁽²⁾ National Emissions Standards for Hazardous Air Pollutants

B. LEAD-CONTAINING PAINT INVESTIGATIVE SURVEY

AXIOM will perform the following Lead-Containing Paint (LCP) testing/identification:

1. Inspect representative, accessible interior and exterior surfaces of the buildings that may be covered with lead paint. Finishes to be inspected will include paint, varnishes, stains and primers. Surfaces to be inspected would include (but are not limited to): doors and windows (and associated components), stairs, trim, railings, walls, floors, ceilings, structural framing and installed mechanical components including duct work, tanks, etc. Testing will be conducted using a direct reading X-Ray Fluorescence (XRF) analyzer operated by an experienced industrial hygienist/lead inspector.

C. POLYCHLORINATED BIPHENYL (PCB) AND MERCURY INVESTIGATIVE SURVEY

1. AXIOM will inspect a representative number of each type of fluorescent light fixture ballasts and electrical transformers to determine the likelihood of PCB content based upon ballast label information. Nameplate data will be recorded and a visual inspection made. Transformers or other electrical equipment owned or operated by public utilities is beyond the scope of services. Sampling of ballast capacitors, transformers, or switchgear will not be performed as part of this investigation, however, AXIOM will investigate and/or examine, to the extent possible accessible ballasts, capacitors, transformers and switchgear suspected to contain PCBs. We will identify for further investigation any observed rooms or vaults that may contain electrical equipment and will assist in identifying and/or contacting public utilities to confirm our observations, as applicable.
2. AXIOM will inspect for and quantify fluorescent bulbs, thermostats, switches/actuators, etc. to determine the possible presence of Mercury. Relevant data will be recorded.

D. CFC INVESTIGATION

During the inspection, AXIOM will inspect HVAC units, refrigeration equipment, water coolers, etc. throughout the buildings for the presence of CFCs (chlorofluorocarbon refrigerants) based upon manufacturer data. Sampling will not be performed as part of this investigation.

E. OTHER POTENTIALLY HAZARDOUS MATERIALS

AXIOM will also inspect the buildings for and inventory other hazardous materials including oil-containing devices (e.g. boilers, generators, elevators, motors, grease traps, etc.), "household wastes" and miscellaneous items such as lead acid batteries.

With the exception of testing for asbestos and lead, sampling and analysis of other HBMs will not be performed as part of the investigation.

F. INSPECTION REPORT

AXIOM will prepare a detailed, site-specific report that will include:

1. Estimation of the locations and quantities of each type of ACM. The report will present findings, conclusions, recommendations and removal cost estimates for abatement of ACMs

identified in the buildings. Presumed or otherwise inaccessible ACMs will be included in the report.

2. The LCP inspection report for will include a summary of lead paint inspection methods, locations and conditions of painted surfaces. In addition to a detailed listing of testing performed throughout the buildings, AXIOM will provide a summary of paints with significant lead paint levels which can be used to help evaluate worker exposure potential and disposal considerations.
3. An inventory of light fixture ballasts and transformers assumed or identified as PCB-containing and an inventory of fluorescent bulbs, thermostats, switches/actuators, etc. identified as Mercury-containing will be included in our report. A cost estimate for the removal and disposal of PCB-containing materials and Mercury-containing materials will be included in the report.
4. An inventory of CFC-containing equipment will be prepared and a cost estimate for the proper removal and disposal of CFCs.
5. An inventory of other potential hazardous building materials described in Section E above.

G. PROPOSED FEE

AXIOM will provide the following inspection services using the specified rates on a time-and-materials basis in accordance with our State of New Hampshire Contract 855258.

Project Manager/Asbestos Inspector (Field & Report)	Up to 28 hrs. @ \$85.00/hour	=	\$ 2,380
Asbestos Bulk Samples (5 Day Turnaround Time)	Up to 80 samples @ \$12/each	=	\$ 960
Miscellaneous Expenses (e.g. XRF for Paint Testing and Haz Mats)	Fee	=	\$ 500
Roof Test Cuts	Roofer Fee	=	\$ 500
Total Asbestos and HBM Inspection Fee			= \$4,340.00

H. PROPOSAL ASSUMPTIONS:

1. AXIOM is prepared to begin work promptly upon our receipt of written authorization to proceed. We will complete the field work within two weeks and will complete and deliver our report within approximately two weeks from the completion of the field work. We will otherwise endeavor to comply with project deadlines and milestones specified by PDA to accommodate the project schedule.
2. AXIOM will retain a qualified roofing contractor to repair roof test cuts.

Mr. Jared Sheehan
January 8, 2015
Page 4

Proposal W0115-06
Buildings 206 and 207

3. AXIOM personnel will not enter any unsafe spaces or expose themselves to any unsafe conditions such as buildings that are not structurally sound, electrical hazard areas and confined spaces.

We thank you for the opportunity to submit this proposal. If you have any questions please do not hesitate to call us.

Sincerely,



Randal D. Ames
Principal

W0115-06 - PDA Buildings 206/207 .doc



VAISALA

QUOTATION

Boulder Operations
P.O. Box 3659
Boulder, CO 80307-3659, USA
Phone 303 499 1701
Fax 303 499 1767

Contact: Ed Pollberg
Customer: Portsmouth International Airport at Pease
Address: 36 Airline Ave.
Portsmouth, NH 03801
Email/Fax: e.pollberg@peasedev.org
Phone: 603-433-6536

Date: 1/20/2015
Quote No: 20152001CSW-01
Description: RWIS Sensor Replacement
Lead Time: 8 - 12 Weeks ARO. Confirm at time of order.

VAISALA pricing is in U.S. Dollars. Applicable taxes applied at time of invoicing unless a copy of Tax Exempt Certificate provided with order.

QUOTATION VALID FOR 90 DAYS

PL_R9 5

Qty.	Item Description	Part #	Unit Price	Extended Price
PAVEMENT SENSORS				
1	Splice Kit	24051020	80.00	80.00
SERVICE / PREVENTATIVE MAINTENANCE CONTRACTS & ENGINEERING				
1	On-Site Service Vaisala RWIS technician on-site services to install and commission one (1) warranty sensor. Commissioning is performed by Vaisala Field Service Engineer on site after installation has been completed. It is the process that brings the installed RWIS equipment into a fully operational condition. If performed as a separate service, the Field Engineer will calibrate and terminate the pavement sensor cables in and inspect installation. The completion of commissioning signifies the start of warranty period. Includes a maximum of one (1) day total for travel and on-site work. Travel costs except airfare are included; airfare billed at cost.	SRA131	1500.00	1,500.00
1	Freight		20.00	20.00
GRAND TOTAL, System Equipment, Software & Services				1,600.00

Vaisala's General Conditions of Sale, General Conditions of Service, and General License Conditions apply. See our web page at www.vaisala.com/generalconditions

Stated lead time is from the time of order placement. If submittals are required, lead time is from the time approved submittals are received from the customer; if services such as site surveys, frequency checks, etc. are also required, these will be scheduled once approved submittals are received.

PRICING STIPULATIONS

Unless otherwise noted, Buyer/Others to provide the following:

- X Airport escorts and runway closures as necessary. If additional trip is required due to lack of access to installation sites, additional charges of \$1500 per day will apply.
- X Customer responsible for ordering warranty replacement sensor separately.
- X Fence enclosure, Ethernet switch, and UPS.
- X RWIS tower and/or sensor pole.
- X All civil works, including trenching and other ground work, as required.
- X AC power and communication and communications equipment at the site, including any necessary permits.
- X P.E. stamping if required.
- X Clear zone calculations and/or other evaluations to ensure suitability of site location and ability to meet local safety codes.
- X Work zone traffic control including flaggers, as needed.

Qty.	Item Description	Part #	Unit Price	Extended Price
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<p align="center">PURCHASER'S ACCEPTANCE</p> <p>This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number.</p>	<p>Quote No: 20152001CSW-01 Project: RWIS Sensor Replacement</p>
<p>Vaisala Standard Terms of Sales and accompanying quote materials are incorporated herein by reference.</p>	<p>Purchaser: _____ Address: _____</p>
<p>Quotation Submitted by: Candace Spillers-Wood</p>	<p>Signature: _____ Title: _____ Date: _____</p>
<p>Title: Sales Manager, Airports</p>	<p>Purchaser Order No: _____ Ship to: _____</p>
	<p>Ship Via: _____ or BESTWAY</p>
	<p>Shipping Account # _____</p>

1. Application

These General Conditions of Sale of Vaisala Inc. ("Conditions") shall, subject to any variation agreed in writing by Vaisala Inc. (hereinafter "Vaisala") and in particular subject to any agreement in writing which shall take precedence over these Conditions, unless otherwise stated in such agreement, apply to all quotations, orders and offers and sales, supply, service and replacement of Vaisala's products and equipment ("Products") concerning transactions with Vaisala's customer ("Customer"), and these Conditions shall take precedence over any inconsistent or conflicting provision in the Customer's order or alike.

2. Formation of Contract

Unless a separate written contract has been signed by Vaisala and the Customer the sale, supply, service and replacement of Vaisala's Products shall solely be governed by these Conditions and Vaisala's written acceptance and written confirmation of Customer's order or alike, which hereby together constitute the contract ("Contract") between Vaisala and the Customer.

3. Prices, Taxes, Duties, Return and Re-stocking

Unless otherwise stated by Vaisala in writing, all quotations are valid for a period of sixty (60) days from the date of offer and always subject to Vaisala's right to correct any errors in the quoted prices or to vary any price quoted to reflect changes in the cost of labor, materials, shipment, foreign exchange rates, taxes, duty or other levies taking effect prior to the date of delivery.

Any tax or duty imposed by Federal, State, or other governmental authority on or with respect to the sale, purchase, delivery, import or use of the goods and/or services referred to herein shall be paid by the Buyer in addition to the price and other charges unless Buyer provides Seller with a tax exemption certificate acceptable to the relevant taxing authority.

At the sole discretion of Vaisala, standard unused and unopened products, if resaleable as new, can be returned within 30 days of purchase with a Return Materials Authorization. A 25% restocking fee will be charged for all returned products.

4. Delivery

The terms of delivery are defined in accordance with INCOTERMS 2010. The Products shall unless otherwise expressly agreed in writing be delivered FCA, INCOTERMS 2010.

5. Retention of Title

Transfer of ownership to the Products takes place on the date of Vaisala's receipt of full payment, including possible interest on overdue payment unless otherwise agreed upon.

As long as the price has not been paid in full, the Customer (a) is committed to take all measures necessary to store, protect and identify the Products, to inform Vaisala of such

measures, and to grant Vaisala free access to the premises where the Products are properly stored at the Customer's risk and expense, and (b) undertakes not to process, incorporate, give as security or resell the Products, unless prior written authorization is given by Vaisala.

6. Claims

The Products shall be deemed to be accepted by the Customer unless Vaisala has received a substantiated written claim as to any defects, damage, shortage, non-delivery or other non-conformity with the Contract within fourteen (14) days from the actual date of delivery of the Products or from the date on which the delivery should have taken place according to the Contract.

7. Payment

Upon acceptance of credit application, payment terms shall be Net 30, unless payment is to be made to Vaisala by a confirmed irrevocable documentary credit. Any payment outstanding after the due date shall accrue interest at the rate of one per cent (1%) per month; on the unpaid amount from the date such payment becomes due.

Vaisala may withhold any and all further deliveries to the customer until any unpaid amount, including interest, have been paid in full.

8. Delay

Vaisala shall not be under any liability in respect of any delay in delivery or completion of work or service or other non-performance of its obligations under the Contract arising from any Force Majeure occurrence not within the reasonable control of Vaisala including but not limited to industrial or labor disputes, riots, mobs, fires, floods, wars, civil strife, embargoes, shortages of labor, materials, power, fuel or means of transportation or other unexpected natural events, whether affecting Vaisala or any of its suppliers or subcontractors, or for circumstances caused by reasons of law, regulations or actions or inactions of any government or other competent authority. Any delay caused by Force Majeure shall be excused and Vaisala may claim extension of time for as long as such Force Majeure occurrence continues.

9. Liability

Vaisala's aggregate liability to the Customer for damages under this Contract, and regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise, shall be limited to and under no circumstances exceed the purchase price of the Products, work or service provided under the Contract. Notwithstanding the above Vaisala is under no circumstance liable for any indirect, consequential, special, punitive or incidental damage including, but not limited to, loss of profits or loss of business arising out of or in connection with this Contract.

10. Patents

Vaisala shall subject to limitations of liability stated herein indemnify and hold harmless the Customer from any claim, suit, action or demand asserted against it arising from any

claim by third parties of infringement of any patent, trademarks, copyrights or registered designs, which may be attributable to the use of the Products, or the incorporation by the Customer of any Products in equipment sold by the Customer.

The provisions of this clause are subject to the following:

- a) The Customer without delay notifies Vaisala in writing about the claim and gives its authorization, information and assistance for the defense against the claim;
- b) Vaisala is given the authority to control the defense of any claim, including appeals and all negotiations to effect settlement;
- c) The Customer takes into use, if applicable updated components delivered by Vaisala for avoiding the infringement;
- d) The indemnity is limited to and shall not extend to infringements resulting from
 - (i) use or adaptation by Vaisala of Customer's parts, designs or specific instructions,
 - (ii) franchise, use or sale of the Products by the Customer in combination with other equipment or devices for which the Products were not designed,
 - (iii) alterations of the Products by the Customer,
 - (iv) use or sale of the Products in a manner or for a purpose not disclosed to Vaisala before the Contract date, or
 - (v) a patent, registered design or trademark to which the Customer or affiliate or subsidiary of the Customer has any direct or indirect interest by license or otherwise.

Vaisala's total liability to the Customer under this clause, notwithstanding any other provisions to the contrary, shall not exceed the aggregate sum paid to Vaisala by the Customer for the Products in question.

11. Copyright and Confidentiality

The copyright and other intellectual property rights in all Vaisala's documents including drawings, specifications and instructions furnished to the Customer shall at all times remain vested in Vaisala and neither the documents nor their contents shall be used without Vaisala's express prior written consent for any purpose other than for the purpose for which they were furnished. The Customer shall not without Vaisala's prior written consent disclose, transfer, transmit or otherwise make available to a third party in any manner or form whatsoever the documents or their contents or any information thereof which can permit the duplication or other utilization of them by any third party.

12. Export Control and Compliance

(a) The subject technology of the Contract, including all data, articles and services provided hereunder, may be controlled for export purposes under the Export Administration Act of 1979 (50 USC 2401-2410), the Export Administration Regulations promulgated thereunder (15 CFR 768-799), the International Traffic in Arms Regulations (22 CFR 120-128 and 130) and the Foreign Corrupt Practices Act and their successor and supplemental laws and regulations (collectively the "Export

Regulations"). Customer acknowledges that (1) these Export Regulations impose restrictions on the import, export, and transfer of certain categories data, articles and services to third countries and non-U.S. residents (including foreign persons working legally in the United States), and (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such data, articles and/or related services can be exported and (3) such licenses may impose further restrictions on use and further disclosure of such data and articles. Customer agrees to comply with all U.S. Governmental regulations as they relate to the import, export and re-export of the subject technology hereof. Customer shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Order.

(b) Customer shall indemnify and save Vaisala harmless from and against any and all damages, liabilities, penalties, fines, costs, and expenses, arising out of claims, suit, allegations or charges of Customer's failure to comply with the provisions of this clause and breach of the warranty set forth in paragraph a) above. Any failure of Customer to comply with the requirements or any breach of the warranty contained in this clause shall be a material breach of this Order.

If applicable, Customer shall be responsible for collection and proper disposal of all waste electrical and electronic equipment (WEEE) and packaging material arising or deriving from the Products.

13. Termination of Contract

In the event that the Customer is in breach of any provision of this Contract or suffers distress or execution or commits an act of bankruptcy or embarks on restructuring proceedings or makes arrangements with creditors due to financial difficulties or goes into voluntary or compulsory liquidation other than for the purpose of reconstruction or amalgamation or has a receiver appointed, Vaisala may without prejudice to any other rights or remedies suspend the performance of, or forthwith terminate this Contract by written notice and shall be entitled to payment for the Products already delivered, work in progress and tooling costs under the Contract in question at the contract rate, or (if none) at a rate reasonably based on the agreed price. Vaisala shall also be entitled to compensation of any loss or damage sustained by it by reason of the operation of this condition.

14. Disputes, Arbitration and Governing Law

Notwithstanding anything else herein to the contrary:

The contract parties shall first try to resolve any dispute relating to or arising from the Contract through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply the laws of the State of Colorado. Any court having jurisdiction over the matter

may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

15. Service Works

If the Contract according to these Conditions includes, apart from Products, service works, including but not necessarily limited to such as installation, training, or maintenance, Vaisala's General Conditions of Service shall apply to the aforesaid service works. General Conditions of Service of Vaisala Inc. are available at <http://www.vaisala.com/generalconditions>.

WARRANTY

Vaisala hereby represents and warrants all Products manufactured by Vaisala and sold hereunder to be free from defects in workmanship or material during a period of twelve (12) months from the date of delivery for Products for which this warranty is granted, however, for certain Products a warranty of twenty four (24) months is granted and such Products are listed on Vaisala's Internet pages at <http://www.vaisala.com/warranty>. Such list can be amended or adjusted from time to time by Vaisala. If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, Vaisala undertakes to the exclusion of any other remedy to repair or at its own option replace the nonconforming Product or part thereof free of charge and otherwise on the same conditions as for the original Product or part without extension to original warranty time. Nonconforming parts replaced in accordance with this clause shall be placed at the disposal of Vaisala.

Vaisala warrants the quality of all repair and service works performed by its employees, or expressly chosen service providers, to Products sold by Vaisala. In case the repair or service works should appear inadequate or faulty and should this cause malfunction or nonfunction of the Products to which the service works was performed, Vaisala shall at its option either repair or have repaired or replace the Products in question. This repair and service warranty applies solely and only to repair and service works to be performed to the warranted Products in question within their respective warranty period, and shall be valid for a period of six (6) months from the date the repair or service works were completed.

This warranty is however subject to following conditions:

- a) A substantiated written claim as to any alleged defects shall have been received by Vaisala within thirty (30) days after the defect or fault became known or occurred, and
- b) the allegedly nonconforming Product or part shall, should Vaisala so require, be sent to the works of Vaisala or to such other place as Vaisala may indicate in writing, freight and insurance paid by Customer, and properly packed and labeled, unless Vaisala agrees to inspect and repair or replace the Product on site.

This warranty does not however apply when the defect has been caused through

- a) normal wear and tear or accident;
- b) misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or in handling the Product or any equipment thereof;
- c) erroneous installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions including any repairs or installation or assembly or service made by unauthorized personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;
- d) modifications or changes of the Product as well as any adding to it without Vaisala's prior authorization;
- e) other factors depending on the Customer or a third party.

Notwithstanding the aforesaid Vaisala's liability under this clause shall not apply to any defects arising out of materials, designs or instructions provided by the Customer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER UNDER LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES OF VAISALA OR ITS REPRESENTATIVES WITH RESPECT TO ANY DEFECT OR DEFICIENCY APPLICABLE TO OR RESULTING DIRECTLY OR INDIRECTLY FROM THE PRODUCTS SUPPLIED HEREUNDER, WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELED, WAIVED AND DISCLAIMED. VAISALA'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE INVOICE PRICE OF ANY PRODUCT FOR WHICH A WARRANTY CLAIM IS MADE, NOR SHALL VAISALA IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL AND PUNITIVE DAMAGES OR LOSSES WHETHER DIRECT OR INDIRECT OR FOR SPECIAL DAMAGES.

Addendum to Credit Application, Contract, Loan Document or Agreement

[Amendment to Vaisala Agreement]

Proposal Name: RWIS Sensor Replacement - 20152001CSW-01

This addendum will be attached to any boilerplate form for credit applications, contracts or agreements which are presented to the Pease Development Authority for signature. The intent of this addendum is to ensure that any agreement which is entered into complies with New Hampshire law and with the contracting policies of the Pease Development Authority.

Indemnification, Binding Arbitration and Legal Jurisdiction

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

Obligate PDA or any of its employees to indemnify any party in a contract, require binding arbitration; and subject PDA to a jurisdiction other than the State of New Hampshire. Notwithstanding the foregoing, PDA remains liable for its own negligence and may be held accountable for the same.

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

1. Require personal liability or guaranties from agency employees;
2. Require credit reports from agency employees (credit records of the agency are available for review);
3. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
4. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such. In the alternative, PDA may elect to self insure any property or other interest related to its operations and under its control or use.
5. Requires PDA to commit to any obligation which violates State or Federal law;
6. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term; and
7. Imposes early termination penalties, unless PDA specifically agrees to such.

To the extent this credit application, contract or agreement form includes any of the forgoing provisions, you are put on notice that Pease Development Authority shall not and cannot agree to be bound by such terms and conditions. The Parties agree that this Addendum serves to amend the terms of the credit application, contract, loan document (s) or agreement (s) by deleting any of the forgoing provisions and otherwise making the agreement consistent with the contractual requirements set forth herein.

The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended.

Date: _____

Vaisala, Inc.

By: _____

Its: _____

Date: _____


Pease Development Authority

By: _____

David R. Mullen

Its: Executive Director

Memorandum


To: David Mullen
CC: Bill Hopper
From: Ed Pottberg
Date: 1/26/2015
Re: Access Control System

The Honeywell server update that is presently under way has run into an unforeseen compatibility issue with the badge camera system. This has resulted in the camera system needing to be replaced.

During the planning of the server upgrade, the badging camera system documentation was inspected for any compatibility issues before updating the Honeywell system; however, during the install of the updated Honeywell server, the badging camera system was not able to be implemented. While the manufacturer of the camera hardware walked us through troubleshooting the compatibility issues, no one was able to bring the camera system online.

As a result, a new camera system will need to be purchased that has specific software features that are compatible with the Honeywell upgrade. The cost of the camera system is estimated to be \$2,392.00 and includes Honeywell's technician to verify compatibility, picture quality, and reliability.

Proposal Number: 963-14288A
Proposal Name: Portsmouth Airport Photo ID Camera Installation
Date: January 26, 2015

Provider:
Honeywell Building Solutions
915 Holt Avenue
Manchester, NH 03103

Customer:
Portsmouth International Airport at Pease
36 Airline Avenue
Portsmouth, NH 03801

Work Site Location Name: *Portsmouth Airport*
Work Site Location Address: *Portsmouth, NH*

Scope of Work: Honeywell shall provide the following equipment and services ("Scope of Work") in accordance with the terms and conditions, which form a part of this Agreement.

HONEYWELL shall furnish and install a new badge camera which will be a Videology Model Number 24C7.38USB-F-L8 (specification sheet attached). System will interface into the EBI client station computer that is used for photo ID.

Proposal Includes:

- Camera
- Load USB software on client station computer used for photo ID
- System check out and test to ensure EBI photo ID is working correctly

Proposal Does Not Include:

- Camera stand

Additional Clarifications:

- Work to be performed during normal working hours of 0800-1700.
- If this camera does not provide the resolution on the printed badge that meets with the approval of the Airport, Honeywell will return the camera and work to procure another camera to meet desired picture quality. Honeywell will prepare a change order for only the difference between the cost of the old camera and the new camera.

Under this proposal Honeywell will furnish the equipment and deliver to the job site, provide system installation, required programming, system start-up, a final system testing and warranty installed equipment for a period of one year.

Price: All for the net sum of Two Thousand Three Hundred Ninety Two (\$2,392.00) U.S. Dollars

Sales Tax will be invoiced separately Use Tax is included in the price This sale is tax exempt

This proposal is valid for 30 days.

Proposal Submitted By: *John V. Nanof*
(Signature)

Name: John Nanof
Title: Senior Account Manager

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 of the General Terms and Conditions below and only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

Accepted by:
HONEYWELL INTERNATIONAL INC.
acting through **Honeywell Building Solutions**

CUSTOMER: (Portsmouth International Airport)

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: David R. Mullen
Title: Executive Director
Date: 1/28/2015

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which shall not be unreasonably withheld.

4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive,

exemplary or other damages, regardless of whether such damage is caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold

7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell shall not be responsible for any settlement without its written consent. Honeywell shall not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution article of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

21. ACCEPTANCE OF THE WORK

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. DEFINITIONS

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Addendum to Credit Application, Contract, Loan Document or Agreement

[Amendment to Honeywell Building Systems Agreement]

Proposal Name: 963-14288A Portsmouth Airport Photo ID Instalaltion

This addendum will be attached to any boilerplate form for credit applications, contracts or agreements which are presented to the Pease Development Authority for signature. The intent of this addendum is to ensure that any agreement which is entered into complies with New Hampshire law and with the contracting policies of the Pease Development Authority.

Indemnification, Binding Arbitration and Legal Jurisdiction

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

Obligate PDA or any of its employees to indemnify any party in a contract, require binding arbitration; and subject PDA to a jurisdiction other than the State of New Hampshire. Notwithstanding the foregoing, PDA remains liable for its own negligence and may be held accountable for the same.

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

1. Require personal liability or guaranties from agency employees;
2. Require credit reports from agency employees (credit records of the agency are available for review);
3. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
4. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such. In the alternative, PDA may elect to self insure any property or other interest related to its operations and under its control or use.
5. Requires PDA to commit to any obligation which violates State or Federal law;
6. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term; and
7. Imposes early termination penalties, unless PDA specifically agrees to such.

To the extent this credit application, contract or agreement form includes any of the forgoing provisions, you are put on notice that Pease Development Authority shall not and cannot agree to be bound by such terms and conditions. The Parties agree that this Addendum serves to amend the terms of the credit application, contract, loan document (s) or agreement (s) by deleting any of the forgoing provisions and otherwise making the agreement consistent with the contractual requirements set forth herein.

The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended.

Date: _____

Honeywell International, Inc.

By: _____

Its: _____

Date: 1/28/15

Pease Development Authority

By: 

David R. Mullen

Its: Executive Director

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract for the upgrade of communications hardware and software for the airfield lighting system with ADB Airfield Solutions ("ADB") of Columbus Ohio in an amount not to exceed \$25,767.18; all in accordance with the memorandum of Joseph W. McPherson, Facilities Resource Manager, dated January 29, 2015 attached hereto.

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

1. ADB parts are compatible only with its own system;
2. At this time, it is most cost effective to upgrade the ADB system instead of replacing the whole system with products from another company.

Note: Roll call vote required.

N:\RESOLVES\LightingAirfield0215.wpd



55 International Drive Portsmouth, NH 03801

Memo

To: David R. Mullen, Executive Director

From: Joseph W. McPherson, Facilities Resource Manager

Subject: Airfield Lighting PC Upgrade

Date: January 29, 2015

The computer hardware and software that allow for the airfield lighting to be controlled by the ATCT is starting to show its age. It was installed in 2002 by ADB Airfield Solutions, Columbus, Ohio, during an FAA Project, as part of the overall airfield lighting control system. ADB no longer supports this part of the system due to software upgrades that have taken place over time. Replacing the entire ADB Control System would in addition to the PC Upgrade, include replacing the 14 ACE (Advanced Control Equipment) Units and related wiring, that speak directly to the regulators resulting in a significant cost. Upgrading the PC's should get us to the point in time when we will be talking about runway reconstruction and systems layout.

The upgrade quote is \$25,767.18, which includes the design, production, commissioning, and training. The hardware to be upgraded includes the computers in the Airfield Lighting Vault and the ATCT as well as miscellaneous items such as several Ethernet Switches, UPS, and modem.

I request you seek PDA Board approval to enter into an agreement with ADB Airfield Solutions for the purpose of the PC Upgrade for the airport lighting system at Portsmouth International Airport.



ADB CUSTOMER QUOTATION

Provided To:
 CUSTOMER QUOTATION
 OH
 US

ADB Airfield Solutions, LLC
 977 Gahanna Parkway
 Columbus, Ohio 43230-0829
 Tel: 614-861-1304
 Fax: 614-864-2069

FAX:
 PHONE:

QUOTE DATE	QUOTE #	QUOTE REV #	AIRPORT NAME	CUSTOMER #
07/24/14	E030501	0	PEASE INTL	A000001
TAKEN BY		EXPIRATION DATE	PROJECT NAME	PROJECT #
BJL		10/22/14	NEW PC'S	PSM1402
BID	LN#	QTY.	DESCRIPTION	UNIT PRICE
L-109	1	1	NEW PC'S	25,767.18
Consists of:				EXTENDED
Tower Equipment				25,767.18
Vault Equipment				
Project Manuals and Drawings				
Project Upgrade				
Tower Equipment				
Airfield Lighting Vault Equipment				
Project Manuals and Drawings				
Project Upgrade to be completed by PEG				



ADB CUSTOMER QUOTATION

PAGE 2
QUOTE # E030501

ADB Airfield Solutions, LLC
977 Gahanna Parkway
Columbus, Ohio 43230-0829
Tel: 614-861-1304
Fax: 614-864-2069

BID	LN#	QTY.	P/N	DESCRIPTION	UNIT PRICE	EXTENDED
-----	-----	------	-----	-------------	------------	----------

Reservation Clause

QUOTATION TOTAL: 25,767.18

Purchaser acknowledges that ADB is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

This quotation is solely the interpretation of ADB Airfield Solutions, LLC as to the intent of the plans and specifications. Final quantities and bill of material are the responsibility of the customer and will be negotiated prior to acceptance of a purchase order. This quotation covers only the materials listed herein and is not intended to be interpreted as inclusive of any and all airfield lighting materials necessary for the project, (i.e. per "plans and specs") unless agreed in writing by ADB Airfield Solutions, LLC.

Orders after quotation expiration date are subject to price increases.

This quotation is a solicitation for offer only and is to be used by the recipient for purposes of bid or quote preparation. Any disclosure to a third party of the information contained herein is prohibited.

Unit price shall prevail in the event of a conflict between unit prices, price extensions, and/or quantities.

This quotation reflects spreading various costs arbitrarily over the entire bill of material listed. Unit prices are for reference only. Prices valid for the purchase of individual items can be supplied upon written request.

Unless otherwise agreed upon, ADB's Standard Terms and Conditions apply. Any applicable duties or sales, use, imports, excise, value-added or similar taxes ARE NOT INCLUDED in the prices and will be added and invoiced unless an acceptable exemption certificate or certificate for resale is furnished. All monetary amounts are in US dollars. This proposal is subject to the ADB terms and conditions of sales and any acceptance of this proposal shall be limited to those terms.

DISCOUNTS ARE TYPICALLY VALID TOWARDS THE PURCHASE OF THE ENTIRE QUOTED BILL OF MATERIAL (BOM). ANY DELETION OF SPECIFIC BID ITEM(S) OR DEVIATIONS OF MATERIAL MAY INVALIDATE THE DISCOUNT AND THE BOM WILL BE SOLD AT THE ORIGINALLY PUBLISHED QUOTE PRICE (LATEST REVISION). IF DELETIONS OR DEVIATIONS OF MATERIAL ARE PER THE DESIGN ENGINEER, THIS WILL NOT NEGATE THE DISCOUNT.

Thank you for your interest in ADB products.
Approved

1. **ACCEPTANCE OF ORDERS:** Seller's published prices and quotations are solicitations for offers to purchase. No order shall be binding upon seller until accepted in writing by seller at its headquarters office. The issuing of submittal data or materials shall not be deemed to constitute acceptance of an order. Orders accepted by seller based on its quotation do not imply or guarantee that such equipment conforms precisely to the Buyer's "plans and specifications." Terms of this Terms and Conditions of Sale will apply to orders accepted, regardless of terms stated on purchase order received. Seller's acceptance of the Buyer's order is conditioned upon the Buyer's assent to the terms and conditions set forth herein and shall be deemed a part of such order. No modified or additional conditions will be accepted by Seller unless specifically agreed to in writing. Seller's failure to object to such modified or additional provision contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of the conditions as defined herein or an acceptance of any such modified or additional conditions proposed by the Buyer. No order accepted by Seller may be altered or modified by the Buyer unless agreed to by Seller in writing.
2. **PRICES:** Orders, except orders on hold or orders with deferred ship dates, will be invoiced at the price in effect at the acceptance of the order. Orders on hold will be invoiced with the price in effect at the release date. Deferred orders will be invoiced with the price in effect at the ship date. Orders on a bid or contract basis are not subject to this clause. The minimum order is USD \$150.00 net. Any order below USD \$150.00 net will be invoiced at USD \$150.00 net. Minimum quantities may apply on some products. The Seller's prices include the costs of standard domestic packing only. Due to the volatility in commodity pricing, ADB Airfield Solutions, LLC may incur surcharges from its vendors to cover fluctuations in raw material pricing. This quotation does not include these surcharges and ADB Airfield Solutions, LLC reserves the right to add these surcharges, if incurred, to this quotation. Your understanding in this situation is appreciated.
3. **TERMS OF PAYMENT:** (a) Subject to Seller's credit approval of Buyer and unless otherwise stated, invoice payment terms are net 30 days from date of invoice. Seller may, in its sole discretion, request payment out of an irrevocable, negotiable Letter of Credit, confirmed by either a major US bank or a Schedule I Canadian bank with Seller's prior approval. The Letter of Credit shall not preclude partial shipments. Unless otherwise agreed to in writing, all payments shall be in United States Dollars, and a pro rata payment shall become due as each shipment is made or upon receipt of invoice for Services provided. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes. (b) On late payments, the contract price shall, without prejudice to Seller's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law. (c) If at any time in Seller's judgment Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to commencing or continuing manufacture or making shipment or performing services, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances. (d) Except for Services performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer and at the Seller's option, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller's compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith. (e) Upon default in payment the contract price shall be increased by all costs related to collection and by reasonable attorney fees. (f) Should the parties agree to transact in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: amounts in United States Dollars in these terms and conditions shall also mean an equivalent value in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: Credit cards will be accepted at the time of order from the purchaser. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to the credit card fee of 2.5% of the total purchase price.
4. **WARRANTY FOR GOODS AND SERVICES:** Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of non-conformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer's equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.

Buyer's exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair or replace (at Seller's option) the nonconforming item and any affected part of the goods provided by Seller. Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of one (1) year from initial operation of the goods or completion of Services but not more than eighteen (18) months from Seller's shipment of the goods. Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period of time specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above, but in no event less than 12 months from repair or replacement. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times in order for Seller to determine any nonconformity in the goods or instruments, to the extent as on the original work. Buyer shall assume no responsibility with respect to the suitability of the Buyer's equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations, or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

THIS IS SELLER'S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or non-conformities from any cause.
ADB Sirfield Solutions, LLC • P.O. Box 30829 • 977 Gahanna Parkway • Columbus, OH 43230 • Tel: (614) 861-1304 • Fax: (614) 864-2069

Buyer and its successors are limited to the remedies specified in this Article 2 and shall have no others for nonconformity in the goods and services. Buyer agrees that these remedies provide Buyer with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, operating documentation, installations, or non-conformities from any cause. (g) Unless otherwise provided in this Contract, the fees for this Software license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

5. **PATENTS:** Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, and applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (i) the use of software or software documentation, (ii) compliance with Buyer's specifications, (iii) the combination with, or modification of, the goods after delivery by Seller, (iv) the use of the goods, or any part thereof, in the practice of a process, or (v) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

6. **PERFORMANCE AND DELAYS:** It is the Seller's desire to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated damages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

7. **SHIPMENT, TITLE, AND RISK OF LOSS:** Unless otherwise agreed in writing by the Seller, this Section 7 shall set forth the terms for shipment, title, and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Seller may make partial shipments. Seller will select method of transportation and route of shipment. Seller will not accept or pay any charges for cartage and insurance. Title to the goods and risk of loss or damage shall pass to Buyer when the Seller delivers the goods to the carrier. Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the carrier. All claims for loss, damage and delay in transit are to be handled by Buyer directly with the carrier. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Freight will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding USD \$2,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of USD \$2,500 net or more, freight will be allowed to the port of debarkation (sea or air) from the Continental United States. No freight will be allowed for partial shipments at the Buyer's request under USD \$2,500 net. For all other shipments, freight terms are FOB factory (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. When freight is allowed, Buyer shall pay cartage costs to carrier, and Seller will reduce the amount invoiced to reimburse Buyer; the allowance of freight in no way alters the other terms of this Section 7 with respect to insurance, title, and risk of loss.

8. **RETURN OF MATERIALS:** Material may be returned for credit only upon the prior authorization of ADB. All materials authorized for return must be sent to ADB freight prepaid. Materials returned to ADB are subject to a 20% restocking charge.

9. **SYSTEM ACCEPTANCE BY CUSTOMER:** Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment, and shall specify any nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

10. **TAXES:** Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

11. **NONCANCELLATION:** Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

12. **LIMITATION OF LIABILITY:** Neither Seller, nor its suppliers shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Buyer for damages of Buyer's customers. Seller's maximum liability under this contract shall be the contract price. Buyer and Seller agree that the exclusions and limitations set forth in this article are separate and independent from any remedies which Buyer may have here-under and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION:** Seller and Buyer agree that these Terms and Conditions of Sale are governed by and shall be construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable in Ohio. The parties agree that any dispute in connection with these Terms and Conditions of Sale will be resolved by a Court sitting in Columbus, Ohio. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions of Sale.

14. **CHOICE OF LANGUAGE:** The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as and other documents relating to these Terms and Conditions of Sale, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant soient rédigés en langue anglaise seulement. Las partes confirman que es su deseo expreso que los términos y condiciones de ventas, así como los documentos relacionados a estos términos y condiciones de ventas, incluyendo avisos, programaciones y autorizaciones, han sido y deberán continuar siendo en el idioma Ingles.


MOTION


Director Torr:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Ransom Consulting, Inc., ("Ransom"), PDA's civil/environmental engineering consultants, and to expend funds in a total amount not to exceed \$15,000 for Ransom to conduct a peer review of the City's Pease Wastewater Treatment Plant proposal; all in accordance with the memorandum of Maria J. Stowell, P.E. Manager – Engineering dated January 29, 2015 attached hereto.

N:\RESOLVES\Ransom0215.wpd

MEMORANDUM

To: David R. Mullen, Executive Director 

From: Maria J. Stowell, P.E., Manager – Engineering 

Date: January 29, 2015

Subject: Ransom Consulting, Inc. Services for Review of Pease WWTP Expansion

The City of Portsmouth has been working on the redesign of its Pierce Island wastewater treatment plant to meet newly imposed EPA requirements. As the design progressed, the cost estimate for the project increased to the extent that the City is now considering alternatives to the Pierce Island plant. One alternative being studied would close the treatment plant at Pierce Island and send all of the City's wastewater to be treated at the Pease WWTP. Also under consideration, is a plan to use the Pease WWTP as a regional plant that would accept wastewater flow from Portsmouth, Exeter, Stratham, and possibly other Seacoast communities. Either of these options would require a major reconstruction of the existing plant and could have a significant impact on Pease.

In response to the City's request to consider the expansion of the plant and in order to evaluate the ramifications of the proposals and operational details prepared by the City's consultants, staff believes it is necessary to engage the PDA's on-call environmental consultant, Ransom Consulting, Inc. Ransom would conduct a peer review of the City's proposals that would include: the review of project benefits and drawbacks, design assumptions, treatment assumptions, future needs assumptions; permitting, construction, and operational impacts; and, other issues as may be identified. We request that a budget of up to \$15,000 be allocated for this work. The work would proceed on a time and materials basis in accordance with the existing *Agreement for Civil/Environmental Engineering Services* between the parties.

Typically, the cost for a peer review of this type would be charged back to the developer proposing the project. However, since the City and PDA are partners in owning and operating the wastewater utility at Pease, staff recommends that the PDA assume this obligation.

Please seek approval from the PDA Board of Directors to spend an amount not to exceed \$15,000 to hire Ransom Consulting, Inc. the PDA's on-call environmental consultant, to conduct a peer review of the City's Pease WWTP proposal. This information should be obtained so that the Board can make an informed decision on the project and the PDA can adequately respond to questions and concerns raised by its tenants.

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MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Daystar Computer Services, Inc. ("Daystar") of Portsmouth, NH, in an amount not to exceed \$9,800.00 for the purchase and installation of an information technology computer server at the Pease Golf Course; all in accordance with the memorandum from Irving Canner, Director of Finance, dated January 29, 2015 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. Time is of the essence for replacement of the server due to ongoing problems that are causing disruption of computer services and there is concern that the system may fail;
2. Daystar installed the current server system and has worked on the server systems giving Daystar an intimate working knowledge of the server; and
3. Daystar can expeditiously make the necessary replacement.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\GolfCourseServer0215.wpd

Date: January 29, 2015
To: David R. Mullen- Executive Director
From: Irv Canner- Director of Finance
Subject: Information Technology Upgrade- Server Replacement

Consistent with the current Information Technology Capital Improvement Plan, we need to present a capital budget request to the Pease Development Authority (PDA) Board of Directors for the replacement of the current server located at the Pease Golf Course.

The server was purchased in 2010 and during the intervening five years, the internal environment has become more dependent upon technology, data retrieval and data retention. The corresponding impact is that we have witnessed deterioration in performance and connectivity of the unit rendering the "user" somewhat paralyzed, which is negatively impacting employee productivity.

Additionally, the original product warranty has expired and the corresponding impact is that we have seen an escalation in support costs inclusive of service calls through our external technology partner (Daystar Computer Services). The proposed server replacement, which will increase the server capacity by 25%, includes a four year product warranty. The projected cost, including the hardware and installation is not to exceed \$9,800.00.

We have asked that Daystar Computer Services be allowed to purchase and install the server as they did so in 2010 and are very intimate with our technology infrastructure.

Based on the above justification it is requested that we present this capital budget request to the PDA Board of Directors during their February 5, 2015 meeting. At your convenience, I am prepared to address any questions or additional information needs that you might have.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: February 5, 2015
Re: Revisions to Existing Signs

In accordance with the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the Board on June 20, 2005, I am advising the Board that PDA has approved of the minor revisions to the previously approved sign as follows:

1. 104 Grafton Drive - Port City Air

Revise the existing sign face on the existing sign located at 104 Grafton Drive to accommodate maintenance of the sign and surrounding area.

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs provides that:

A sign replacement or minor revision request subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are satisfied:

1. the request is limited to: in-kind replacement when required for maintenance; revision to sign graphics to reflect a new name or logo for an existing tenant; revision to sign graphics to reflect a change in tenancy.
2. there is no substantive change in the size or style of the sign.
3. the request is consistent with the terms and conditions of the original approval; and,
4. all other conditions of the PDA Land Use Controls are satisfied.

Conditions one through four have been met. The Delegation also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted and granted his consent.

P:\BOARDMTG\SignDelegation0215.wpd

MEMORANDUM

To: David R. Mullen, Executive Director

From: Maria J. Stowell, P.E., Manager - Engineering *Maria*

Date: January 20, 2015

Subject: Sign Revision Report for Port City Air at 104 Grafton Road

In accordance with your authority under the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the Board on June 20, 2005, I am reporting the following:

Port City Air has modified their sign located to the entrance of the property at 104 Grafton Road. Port City Air used the same monument posts to erect their modified sign which now reflects only their business. The new sign is 7'8" (h) x 8'0" (w), which is the same size as the old sign. It stands 3' off the ground (18" higher than the old sign, to provide for better mowing maintenance). The sign is 61.3 square feet and is situated as shown on the attached sign proof sheet.

This sign revision meets the all of the following conditions:

1. Required for maintenance and a revision to sign graphics reflecting a new name or logo for an existing tenant.
2. No substantive change in size or style of the sign.
3. Consistent with the terms and conditions of the original sign approval.
4. All other conditions of the PDA Land Use Controls are satisfied.

Director Loughlin has reviewed the sign revisions and has given his approval. At the upcoming Board meeting, please report the revisions of the Port City Air sign.

N:\ENGINEER\Board Memos\2015\PCA Sign 1.20.15.docx



REVISION:
 All orders under \$250 include 1 revision only.
 All orders over \$250 include 3 revisions only.
 Additional revisions will be charged at
 \$25 per revision.

NOTE: Designs are NOT actual size

11/7/14

I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order exactly. I authorize fabrication according to this approval.

SIGNATURE: _____ Date: _____

RETURN SIGNED TO: service@portsmouthsign.com

Member of:
 GREATER
PORTSMOUTH
 CHAMBER OF COMMERCE
 the Greater
 York Region
 Chamber of Commerce

©COPYRIGHT 2014, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

Shop Use Only	Qty:	Materials:	Background Color:	Vinyl Color:	Other:
	SS <input type="checkbox"/> DS <input type="checkbox"/>			HP <input type="checkbox"/> Int <input type="checkbox"/>	

Memorandum

To: Kim W. Hopper, A.A.E., Airport Manager
From: Sandra McDonough, Airport Community Liaison
Date: 1/22/2015
Subj: Noise Report for December 2014 *SM*

For the calendar month of December 2014, we received a total of 9 calls and e-mails regarding noise. Of the 9 inquiries, 6 were regarding helicopters. Fixed wing aircraft accounted for 2 and lastly one caller wanted information on Portsmouth's noise abatement program.

The breakdown is as follows:

Helicopters

- Six inquiries were from 4 residences.
- Three inquiries were from one resident.
- Of the 6 inquiries, 3 were attributed to a 17 minute time span on 12/14 , 2 were attributed in a 3 minute time span on 12/15, and one occurred by itself on 12/27. All inquiries are regarding based helicopters.

Fixed Wing Aircraft

- There were 2 inquiries regarding fixed wing aircraft. A KC135R accounted for one and the other was not a noise issue but rather a call complaining that a dual propeller aircraft is interfering with the wifi over his house in Farmington, NH.

Breakdown by Community

- Portsmouth had 2 contacts from Mark Street, one from Miller Avenue and one from State Street all related to helicopters.
- Rye had one contact from Mountainview Terrace concerning A KC135R practice pattern.
- Farmington had one contact Beaver Pond concerning wifi interference and Newington had one contact from Little Bay Road concerning Portsmouth's noise abatement program.

PDA Noise Report Log

For the Period: 12/01/2014 to 12/31/2014

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
1	12/1/2014	15:03	ID number 156 Beaver Pond Farmington, NH	ON	unknown	"I've been dealing with some sort of air harassment for a couple of years. The aircraft is flying directly over my head at wif distance. A dual propeller Cessna. Can you give me a call back? It's very urgent. I would appreciate that. Thank you."	Returned call 12/1. Caller emphasized he was not calling about noise, he was calling about the radio interference. McDonough suggested calling the FCC.
2	12/3/2014	11:37	ID number 158 Little Bay Road Newington, NH	Genera	NA	"I was given this number by the Pease Development Authority to speak to Sandy about getting my house registered on the noise map. We have a relatively new construction and I'm looking at the noise abatement document last revision 150 and we're not listed on there. I'd like to find out how we can get on the map. Maybe we can have someone evaluate our house for the noise abatement program. It's probably past but just in case I want to be on the map. Thank you so much. Bye, Bye."	Returned call 12/4. McDonough will add the home to the next printed version of the Noise Exposure Map although the home does not qualify for any modification since it was built after the study was published and available to the public.
3	12/4/2014	17:54	ID number 110 Mountainview Terrace Rye, NH	TGL	KC135R based	There's a plane that's repeatedly flying low over my house. I understand that they need to practice, but aren't they instructed to vary their approach patterns rather than disrupt the same homes time and again?	Left message 12/16. No response. The NHANG does vary their approach patterns whenever possible.
4	12/14/201	14:42	ID number 75 Mark Street Portsmouth, NH	ON	R44 based	"Bruce Cultera of Seacoast Helicopters is at it again. Sunday, 2:35. He made three passes over the house and banked sharply on all three passes to make as much noise as possible."	Left message 12/16. No response. McDonough also contacted Seacoast Helicopters who confirmed they did have a tour flight at that time that was not low.
5	12/14/201	14:46	ID number 70 Mark Street Portsmouth, NH	ON	R44 based	Three passes overhead low and steep bank for maximum noise.	Returned call 12/16. Caller did not recall sending in a noise complaint but does remember a helicopter flying over the new ice rink.
6	12/14/201	14:59	ID number 75 Mark Street Portsmouth, NH	ON	R44 based	"Bruce Cultera and his Seacoast Helicopters. Another low, severe steep bank for maximum noise over Mark Street and the middle school."	Left message 12/16. No response. McDonough also contacted Seacoast Helicopters who confirmed they did have a tour flight at that time that was not low (called 17 minutes earlier).
7	12/15/201	11:16	ID number 75 Mark Street Portsmouth, NH	ON	R44 based	"Two passes, second one right over middle school with a bank turn to increase noise."	Left message 12/16. No response. Caller is under the impression the helicopter turns to increase the noise level.

TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT, APU=AUXILIARY POWER UNIT, W=WEB REPORT

PDA Noise Report Log

For the Period: 12/01/2014 to 12/31/2014

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
8	12/15/201	11:18	ID number 68 Miller Avenue Portsmouth, NH	ON	R44 based	NOISE COMPLAINT - Red helicopter, directly over my house. He has not been around for a long time. It sure has been nice to have some PEACE and QUIET.	Caller has indicated in the past that a call back is unnecessary.
9	12/27/201	12:08	ID number 55 State Street Portsmouth, NH	ON	R44 based	Hi. I have been called before and I don't know what I can be told unless there is not going to be any more bombardment today. This is Saturday, and the noise has been going on since about 9. It seems to me that the helicopter is not only low and loud all over our State Street but it's going back and forth. It's like it's circling this end of State Street. It's really, really bothersome and annoying. Thank you.	Left message 12/27. No response. Seacoast Helicopters confirmed the had some flights but they are following the rule set forth by the FAA.

TYPE KEY: AR=AM RUN-UP, PR=PM RUN-UP, MX=MAINTENANCE APU/GPU, ON=OVERFLIGHT NOISE, OL=OVERFLIGHT LOW, TGL=TOUCH AND GO LANDINGS, C=CIVILIAN, M=MILITARY, T=TRANSIENT, GPU=GROUND POWER UNIT, APU=AUXILIARY POWER UNIT, W=WEB REPORT

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to accept and bind Long Term Disability Insurance and Life and Accidental Death and Dismemberment Insurance effective March 1, 2015 through February 28, 2017 for the continued benefit of the employees of Pease Development Authority as proposed by the Hartford Financial Services Group in the projected annual amount of \$25,924.08; and all otherwise in accordance with the memorandum of Irving Canner, PDA Director of Finance, dated January 29, 2015 and attached hereto.

Note: Roll Call vote required.

Date: January 29, 2015

To: David Mullen- Executive Director

From: Irv Canner- Director of Finance

Subject: Insurance Renewal- Life and Accidental Death and Dismemberment and Long Term Disability

Our current insurance coverages for employee 1) Life Insurance and Accidental Death and Dismemberment (LADD) and 2) Long Term Disability (LTD) are scheduled to mature as of January 31, 2015.

Working jointly with Elizabeth LaBonte (Manager of Human Resources) and our insurance broker (Davis & Towle) bids were solicited and based on the following justification, it is requested that the PDA Board of Directors be presented this information at their February 5, 2015 meeting in order to secure their approval allowing us to enter into a two year fixed-rate agreement through February 28, 2017, with The Hartford Financial Services Group, Inc. for both LADD and LTD coverage.

The final bid result provided the following cost comparisons:

Provider / AM Best Rating	Long Term Disability Insurance	Life and Accidental Death and Dismemberment	Total Annual Cost
UNUM Group (A)	\$ 19,050.36	\$ 9,184.32	\$ 28,234.68
Hartford Financial (A-)	15,055.92	10,868.16	25,924.08
Boston Mutual (A-)	22,122.96	8,418.48	30,541.44

Our annual cost under the current expiring agreements has totaled \$26,315.64, comprised of \$17,514.00 for LTD and \$8,801.64 for LADD. Accordingly, the selection of the Hartford Financial Group would result in a small annual savings of approximately 1.5%.

Key coverage highlights remain consistent to what we have provided our employees during the past several years including:

Long Term Disability Insurance	Life and Accidental Death and Dismemberment
100% PDA sponsored	100% PDA sponsored
Monthly Benefit % of Earnings= 60%	Coverage is Equal to 1 X Annual Earnings
Maximum Monthly Benefit is \$5,000	Maximum Benefit Is \$130,000
Elimination Period of 60 Days + Social Security integration	Benefit Reduction Formula: 65% at Age 65 50% at Age 70

At your convenience I would be pleased to address any questions or need for supplemental information that you might have.

MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$513.83 for legal services rendered to the Pease Development Authority by:

1. Anderson & Kreiger
Through December 31, 2014 \$ 513.83

Note: Roll call vote required

N:\RESOLVES\Legalservices0215.wpd

**ANDERSON
KREIGER**

Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

(617) 621-6500

EIN: 04-2988950

January 13, 2015

Pease Development Authority
Lynn Marie Hinchee, General Counsel
360 Corporate Drive
Portsmouth, NH 03801

Reference # 111261 / 1047-4136

In Reference To: Federal Regulatory Advice

Total Current Billing:	<u>513.83</u>
Previous Balance Due:	0.00
Total Now Due:	<u>513.83</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

MOTION


Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute Amendment No. 8 to Right of Entry for Non-Exclusive Use of Parcel A-2 and Burge Wharf by Cornell University – Shoals Marine Lab for the purpose of extending the Right of Entry for a period of two (2) years from April 1, 2015 through March 31, 2017; all in accordance with the terms and conditions contained in the memorandum of Geno J. Marconi, Division Director, dated January 6, 2015 attached hereto.

Note: Roll call vote required.

N:\RESOLVES\ShoalsExt0215.wpd

To: Pease Development Authority
Board of Directors

From: Geno Marconi, Port Director 

Date: January 6, 2015

Subject: Shoals Marine Laboratory

The Division of Ports and Harbors has received a request from Cornell University, Shoals Marine Laboratory (Shoals Lab) for extension of the Right of Entry (ROE) for the use of a portion of the "Burge Dock" and adjacent parking lot located at the Market Street Marine Terminal.

Shoals Lab operates the college and laboratory facility located on Appledore Island, Isles of Shoals, Kittery, Maine. The Burge Dock has long served as the main land base of operations for Shoals Lab's research and supply vessels. These vessels are the main connection between the main land and the island for equipment and supplies, including food and pick-up and drop-off of employees and students.

Therefore, the Division recommends that the PDA Board of Directors approves an extension of the Right of Entry (ROE) for the Shoals Marine Lab in accordance with the following terms and conditions:

- PREMISES:** The "Burge Dock" located at the Market Street Marine Terminal (location map attached)
- PURPOSE:** Dockage for two (2) support vessels and parking for the loading and discharge of employees, students, passengers and supplies and equipment
- TERM:** April 1, 2015 through March 31, 2017
- DOCKAGE:** \$4,700.00 annually for one (1) vessel of forty seven (47) feet in length @ \$100.00 per foot Length Overall (LOA). Additionally, one (1) vessel thirty seven (37) feet in length will also be allowed to utilize the dock and raft alongside the larger vessel
- WHARFAGE:** \$1.00 per paying passenger
- PARKING:** \$2,915.00 annually for six (6) seasonal spaces, April 1 through September 30. From October 1st through March 31st Shoals Lab shall have the right to park one (1) vehicle per day in conjunction with the dockage of the vessel(s)
- DUMPSTER:** \$500.00 to locate dumpsters for the collection of refuse from the island
- STORAGE:** \$500.00 to locate a storage shed to be shared by Star Island Corporation

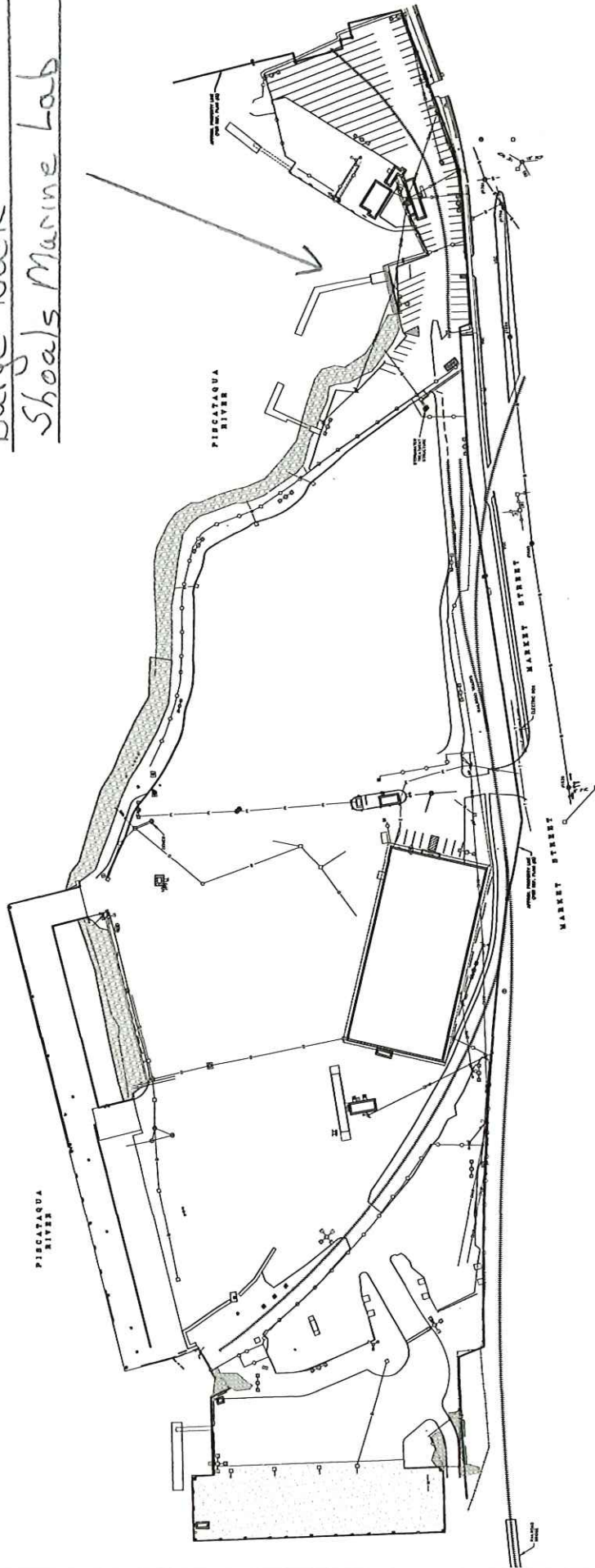
INSURANCE: Minimum insurance coverage, to include Protection and Indemnity Insurance in the amount of \$1,000,000 endorsed for piers, docks and gangway coverage. Workers Compensation coverage, automobile liability coverage in a minimum amount of \$1,000,000 and commercial general liability in a minimum amount of \$2,000,000 as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations. Shoals Marine Laboratory is authorized to conduct business at the Burge Dock.

Security

Lighting: Agrees to pay a prorated share of electricity costs for security lighting at the Burge Dock and parking area

All other terms and conditions of the ROE, as amended, shall remain in force.

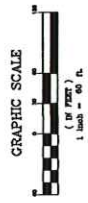
Barge Dock
Shoals Marine Lab



PEASE
DEVELOPMENT
AUTHORITY

65 INTERNATIONAL DRIVE
PORTSMOUTH, NH 03801
Phone: 603-885-1700

555 Market Street
Existing Conditions Plan



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Division Director to request that the Capital Budget Overview Committee ("CBOC") release \$80,000.00 from the Harbor Dredging and Pier Maintenance fund for the replacement of the truck scale at the Market Street Terminal.

Further, subject to the approval of funds by the CBOC, the Board authorizes the Executive Director to enter into a Contract with Northeast Scale Company, Inc. for the purchase and installation of the truck scale in the estimated amount of \$71,879.00; all in accordance with the memorandum of Geno Marconi, Division Director dated January 29, 2015 attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement for the purchase and installation of the truck scale based on the following:


1. The truck scale is necessary for the daily operations at the Market Street Terminal and it is imperative that the truck scale be replaced as soon as possible;
2. Northeast Scale Company installed and serviced the existing truck scale; and
3. Northeast Scale Company can replace the scale in a timely manner.

Note: 5 Affirmative roll call votes required.

N:\RESOLVES\CapitalBudTruckScale0215.wpd

PEASE

PORTS AND HARBORS

Date: January 29, 2015
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: Truck Scale

On the afternoon of January 28, 2015, I was informed that the truck scale was malfunctioning. It was reported to me that one of the trucks was stopped at a check point and weighed by the State Police Truck Enforcement Division and the truck was overweight even though the driver had the scale slip from here showing a legal over the road weight.

Upon notification, I called Northeast Scale who installed the original scale in 1967 and replaced it with the current scale in 1990 and asked them to inspect and repair it. Their service technician came the next day, Thursday January 29th. After his inspection he reported that part of the support structure failed and bent and at least two (2) of the support stands are bent beyond repair,

Attached is a copy of the Work Order with the hand written report from the technician specifically stating "**DO NOT DRIVE ON THE SCALE!!!**"

There was a follow up conversation with Mr. Tony Lewis at NE Scale who went into detail about the options and the options were limited.

NE Scale said they were having difficulty locating parts for the scale and even if the parts were available, they are not sure they could get the scale certified because of the age of the remaining components and the overall condition of the components that may have been affected by the damage identified during the inspection by their technician. The scale is a mechanical scale with the steel structures in a concrete pit which collects water, is always wet and promotes corrosion of the mechanism.

Attached is a proposal by NE Scale to purchase an above ground scale and install it on top of the existing scale deck. This can be accomplished by blocking the existing scale deck from below in order to support the equipment. This would be a "temporary" installation which would allow operations to resume in the most expeditious manner.

At the end of the winter season when, when trucking of salt stops, the new scale mechanism will be disassembled, the existing mechanical scale will be removed and the existing concrete pit will be filled and compacted. A thick concrete pad will be poured atop the compacted fill and the new scale will be reassembled permanently on top.

The cost is within what I have investigated with other brands of above ground scales.

Scale and installation \$66,879

Freight \$ 5,000

Site work \$ 5,000

Contingencies \$ 3,000

TOTAL (rounded) \$80,000

The scale generates revenue for the Division through usage fees charged tenants for weighing trucks and is critical for the handling of cargo at the terminal.

At the present time, the scale is critical to the operations of Morton Salt who dependent on the scale for the shipment of road deicing salt. Without the use of a functional scale, Morton is severely impacted.

Northeast Scale informed the division that by placing the order for the scale from the manufacturer today January 29th, shipment could be made on Wednesday, February 4th and installation could be completed over the week end of February 7th and 8th. Due to the urgency of this matter, the order was placed on January 29th.

The Division proposes to expend funds from the Harbor Dredging and Pier Maintenance Fund for the scale purchase and installation. The balance of the fund as of December 31, 2014 was \$455,000.00. Expenditures from the fund require approval from the Capital Budget Overview Committee.

Therefore, the Division of Ports and Harbors requests that the PDA Board of Directors, ratify and approve the purchase and installation of an above ground truck scale as proposed by Northeast Scale, attached, and authorize the Division to seek approval from the Capital Budget Overview Committee to expend not more than \$80,000.00 from the Harbor Dredging and Pier Maintenance Fund.



Work Order

COMPANY, INC.
40 Londonderry Turnpike 2-E
Hooksett, NH 03106
(603) 622-0080

112731
1925

Bill To	Job Location
---------	--------------

Geno Marconi
NH Port Authority
555 Market Street #1
Portsmouth, NH 03801

Geno Marconi
NH Port Authority
555 Market Street #1
Portsmouth, NH 03801

603-436-8500

603-436-8500

W&M Acct #	Your Order No.	Next Inspection Due
15 20341		Tony

Description

Scale call to evaluate broken truck scale.

After evaluation, found transverse earth level collapsed & 2 center levels damaged from center level twisting.

"Note" Deck is still progressively deteriorating along with pit & walts
Office will be in contact to discuss ~~options~~ options of resolving issues

"Do NOT Drive ON SCALE!!!"

Customer responsible to notify Weights & Measures: YES NO

COMMENTS: _____

TRUCK <input checked="" type="checkbox"/>	PLACED IN SERVICE <input type="checkbox"/> YES	PARTS INSTALLED <input type="checkbox"/> YES
SCALE TRUCK <input type="checkbox"/>	<input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> NO

TECH: <u>Aden</u>	TECH: <u>Malt</u>	PARTS: _____
ON JOB LABOR: <u>1 1/2</u> HRS.	ON JOB LABOR: <u>1 1/2</u> HRS.	_____
TRAVEL LABOR: <u>2</u> HRS.	TRAVEL LABOR: <u>2</u> HRS.	_____
SHOP LABOR: _____ HRS.	SHOP LABOR: _____ HRS.	_____

DATE: 1/29/15 CUSTOMER SIGNATURE: _____

Thank You!



**Solutions for all your
"Weighing Needs!"**

40 Londonderry Turnpike 2-E, Hooksett, NH 03106
800-543-4828 / 603-622-0080

Page 1-2
Quotation # TL-1-29-15-EPR

January 29, 2015

Attn: Geno Marconi
NH Port Authority
Portsmouth, NH

Dear Geno,

Here is the quote you requested, please note that Cardinal said they would need a PO and contract signed today to meet next Wednesday 1/4/15 shipment and the down payment in 10 days.

Pricing as Follows:

QTY	Description	Price
1	Cardinal Truck Scale Model 13570-EPR-LF / 70'x11x3/8" Steel Platform / 135 ton total capacity / 45 ton CLC	\$56,579
1	Set of Side Rails	\$3,500
1	Installation prior to scale arrival Includes: Blocking scale platform to make ridged and to keep from collapse / running required conduits / Weld weighbridge stops	\$1,800
1	Installation Saturday scale arrival Includes: off load and set scale in place / wire scale system / shim scale system level / anchor scale system / provide test truck to calibrate and state certify	\$5,000
1	Any delays that causes Northeast scale to return on Sunday will be charged additionally	Sunday labor Additional
1	Total for above repairs	\$66,879
	Shipping estimate	\$5,000 To be added additional to final invoice

Options:

QTY	Description	Price

Terms of payment:

- 50% down payment 10 days from contract signed
- 50% net 30 upon completion or 30 days from equipment arrival

Customer's Responsibilities:

- Customer must have scale pit deiced & pumped cleaned prior to arrival.
- Provide crane or piece of equipment to off load and install truck scale.
- Provide equipment and material to build entry & exit ramps
- Provide electrician for anything A/C power related

Note that this is considered by state law a temporary install for up to 6 months, after 6 months you will need to have the scale put on a permanent foundation with 10ft level entry & exit approach pads.

If you have any questions please feel free to call me at any time.

Respectfully,

Tony Lewis
Northeast Scale Company
800-543-4828

Cardinal.



EPR-LF+ PLUS

ELECTRONIC PORTABLE TRUCK SCALES



LEGAL FOR TRADE

EPR-LF+ PLUS SERIES

- Heavy-Duty Checkered Steel Deck
- Self-Contained Design for Portability
- Durable Baked-on, Anti-Corrosion Powder Paint

Cardinal's EPR-LF+ Plus shown here with optional steel sloped approach ramp and pipe side rails.

Completely Portable. LIFT, LOAD, MOVE, WEIGH!

Cardinal includes conduit integral throughout each scale module for complete protection of all electronic load cell cabling.

The Culmination of 60 Years of Continuous Truck Scale Improvements

Over 60 years ago, Cardinal designed and produced the very first all-steel truck scale.

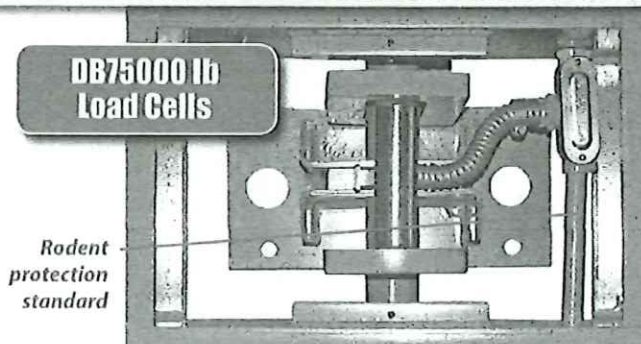
Cardinal's model 13570-EPR-LF shown here with optional 4-inch-diameter pipe side rails and optional 20-ft-long steel sloped approach ramp.

- **16-INCH OVERALL HEIGHT**
- **MINIMAL INSTALLATION COSTS**
- **HEAVY-DUTY STRUCTURAL TUBING**
- **SINGLE SOURCE CONVENIENCE AND SECURITY**

Cardinal's EPR-LF+ Plus portable vehicle scale is the ideal answer

when a scale is needed that can be moved from site to site. Industries such as rock quarries, sand and gravel pits, and logging companies must relocate equipment from time to time to maintain efficient product flow. Cardinal's EPR-LF+ Plus contributes to the ease and efficiency of these moves. The complete scale is contained in modules which are furnished with lifting eyes for easy moving. Simply lift, move, and lower the scale to its new location for weighing with minimal time and effort necessary.

Designed for easy transport, each completely self-contained Cardinal EPR-LF+ Plus scale consists of modules fabricated to minimize overall height and maximize strength. Heavy duty structural tubing is placed in strategic locations to support heavy vehicle loading. Cross members and other lateral structural members provide rigid support for the heavy-duty checkered deck plate. The EPR-LF+ Plus may be placed on compacted surfaces or timbers for an economical installation (applicable in states which approve temporary installations). Contact your local weights and measures office for specific requirements in your location.



The EPR-LF+ Plus comes with 75,000-lb heavy-capacity, double-ended shear beam stainless steel load cells.

DOUBLE LINK SUSPENSION ENSURES ACCURATE WEIGHT IN ROUGH CONDITIONS

The EPR-LF+ Plus utilizes Cardinal 75,000 lb capacity DB series double-ended shear beam stainless steel load cells. Load cell wiring is already installed and furnished with quick connections for easy installation and removal.

ELECTRONIC PORTABLE TRUCK SCALES



**ROBOTIC WELDING
QUALITY**



**PLASMA CUTTING
PRECISION**



**EPR-LF⁺
PLUS**

**American-Made
HIGH-QUALITY
PRECISION**

**Side Rail Brackets
Standard**

Every EPR-LF+ Plus includes heavily-formed receiving brackets for quick and easy installation of the optional side rails. The side rails are designed to be installed for each scale module and include bright reflective tape for additional driver safety.

CONVENIENT SIDERAILS

*May be ordered with the scale
or added later.*

Cardinal offers multiple options for side rails to be added to your truck scale. The optional steel side rails include ball-nose end caps.

EPR-LF+ Plus arrives fully prepared for installation.

Your scale is 100% assembled and tested in the Cardinal factory before shipping.

Cardinal's EPR-LF+ Plus includes 75,000 pound model DB stainless steel load cells with factory assembled stands. Each long-lasting scale bridge has interconnecting load cell blocks and receivers for a time saving no-bolt installation.



ELECTRONIC PORTABLE TRUCK SCALES

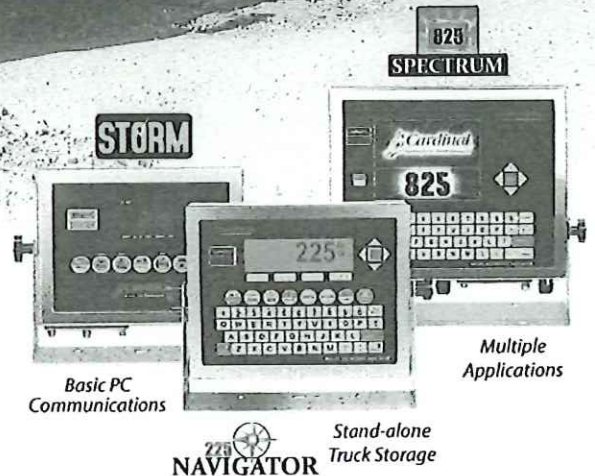
EPR-LF+ Plus TRUCK SCALE MODELS - Steel Deck

MODEL	PLATFORM SIZE	TONS CAPACITY	CLC* TONS	SECTIONS
4520-EPR-LF	20' x 11'	45	45	2
7040-EPR-LF	40' x 11'	70	45	3
8050-EPR-LF	50' x 11'	80	45	4
11060-EPR-LF	60' x 11'	110	45	4
13570-EPR-LF	70' x 11'	135	45	4
13580-EPR-LF	80' x 11'	135	45	5
135100-EPR-LF	100' x 11'	135	45	6

*CLC = Concentrated Load Capacity: The maximum axle-load concentration for a group of two axles with a center line spaced 4' apart and an axle width of 8' that can safely be applied to the scale.

iCan: Optional load cell control system available includes Cardinal's patented one-step SmartCal® feature.

Other sizes and capacities readily available. Please consult the Cardinal Scale factory for more options.



Basic PC Communications

Multiple Applications

Stand-alone Truck Storage

SINGLE SOURCE CONVENIENCE AND SECURITY

Cardinal Scale provides a one-stop shop for all your weighing needs with a complete line of peripheral equipment, including indicators, remote displays, and weight software, to complete your truck scale. Your risk is eliminated when you own a Cardinal truck scale, since you only have one call to make for new products and service support.

CERTIFICATIONS

The EPR-LF Truck Scale meets or exceeds Class III, 10,000 division accuracy requirements in accordance with NIST Handbook 44. A Certificate of Compliance Number 97-093 has been issued under the National Type Evaluation Program (NTEP) of the National Conference on Weights and Measures.



Notice of Approval AM-4550



Cardinal Scale reserves the right to improve, enhance or modify features and specifications without prior notice. All registered trademarks are the property of their respective owners.

Cardinal.
 Cardinal Scale Manufacturing Co.
 203 E. Daugerty, Webb City, MO 64870 USA
 Ph: 417-673-4631 or 800-441-4237 • Fax: 417-673-5001
 www.CardinalScale.com

SOLD BY:

Northeast SCALE

40 Londonderry Turnpike 2-E
Hooksett, NH 03106
(603) 622-0080

Sales Contract

Quote # TL-1-29-15-EPR

BILL TO		SHIP TO
NH Port Authority 555 Market St. Portsmouth, NH 03801		NH Port Authority 555 Market St. Portsmouth, NH 03801
QTY.	MODEL NUMBER	DESCRIPTION
1	13570-EPR-LF	Cardinal 70x11 truck scale
1	140ft side rails	1 set of side rails
1	Installation	Installation and final calibration
1	Sunday labor to be added if required	Sunday labor to be added if required
Customer to supply the following:		
clean deiced scle pit		
piece of equipment or crane to off load and install scale		
equipment & material to build ramps		
Electrician if needed		

TERMS			
Customer Purchase Order #		Price of above Equipment	\$66,879.00
Net 30 Days		Less:	
Installment Contract:		Freight: (Add to Invoice)	\$5,000.00 Estimated
50% downpayment upon placement of order within 10 days		Other:	
50% net 30 on completion or 30 days from equipment arrival		Total Price	\$71,879.00
Other:		Less: Down Payment	\$35,939.50
		Balance Due	\$35,939.50

30 days after receiving the equipment 90% of contract balance is due, 28% interest will be charged to un paid balances after net 30

ALL PARTIES TO THIS CONTRACT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON REVERSE SIDE.

WITNESS *Matthew S. Hill*
Patricia Leadi

PURCHASER'S SIGNATURE *[Signature]* DATE *1/29/2015*

ACCEPTED BY NORTHEAST SCALE CO., INC.
BY *[Signature]* DATE *1/29/15*

PLEASE PRINT OR TYPE
PURCHASER'S NAME *Port Director*
PURCHASER'S TITLE *NH Port Authority*
BUSINESS NAME

MOTION

Director Lamson:

In accordance with the recommendation of the PDA Division of Ports and Harbors' Advisory Council and the provisions of RSA 12-G:42, VIII, the PDA Board of Directors hereby authorizes the Division Director to initiate the rulemaking process for the re-adoption with amendments of Administrative Rules Pda 700 Slip Permits; State-Owned Restricted Piers and approves the Initial Proposal, as attached; and further authorizes the Division Director to take any necessary or recommended action in accordance with NH RSA 541-A, in furtherance of this matter.

Note: Roll call vote required.

N:\RESOLVES\PDA700Initial0215.wpd



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority
Board of Directors

From: Geno Marconi, Director, Division of Ports and Harbors

Date: January 7, 2015

Subject: Pda 700 Administrative Rules

In accordance with 12-G:42 VI and VII, the Pease Development Authority is authorized to set and collect fees for state-owned slips in ports, harbors and state tidal waters. The current rules, CHAPTER Pda 700 SLIP PERMITS; STATE-OWNED RESTRICTED PIERS, became effective March 21, 2007 and remain in effect for a period of eight (8) years, expiring March 21, 2015.

The Division of Ports and Harbors (Division) staff reviewed the current rule(s) and have recommended the following changes:

- Page 5, Pda 706.01, (a)(1) b. delete the reference to the Post Office Box and replace with 555 Market Street, Portsmouth, NH 03801 which is the physical mailing address of the Division
- Page 9, Pda 707.03, (a)(3) delete the reference to PDA ; 800 rules do not exist.

In accordance with RSA 12-G:44 IV, the Division Director presented the Initial Proposed Rule(s) to the Division of Ports and Harbors Advisory Council (Advisory Council) on January 6, 2015 for review and comment. The Advisory Council unanimously voted to recommend to the Pease Development Authority Board of Directors (PDA Board), approval of the Initial Proposed Rule.

Therefore, the Division submits to the PDA Board of Directors the attached Initial Proposed Rule Chapter Pda 700 SLIP PERMITS; STATE-OWNED RESTRICTED PIERS and recommends approval of the Initial Proposed Rule to be filed with the Office of Legislative Services to begin the process toward final adoption.

CHAPTER Pda 700 SLIP PERMITS; STATE-OWNED RESTRICTED PIERS

PART Pda 701 PURPOSE

Readopt Pda 701.01, effective 3-21-07 (Document #8845), to read as follows:

Pda 701.01 Purpose. The purpose of Pda 700 is to provide a comprehensive slip permit system pursuant to RSA 12-G:42, VI, for the implementation of RSA 12-G:42, VII which authorizes the authority to set and collect fees for state-owned slips in ports, harbors, and state tidal waters. State-owned slips exist at both state-owned commercial piers and state-owned restricted piers. Because pier use, berthing, and skiff permits issued under Pda 600 for state-owned commercial piers function as slip permits under RSA 12-G:42, VII, Pda 700 recognizes that these permits constitute slip permits. The pier use, berthing, and skiff permits issued under Pda 600 allow a vessel to occupy a state-owned slip at a state-owned commercial pier. The slip permits issued under Pda 700 for state-owned restricted piers allow a vessel to occupy a state-owned slip at a state-owned restricted pier.

PART Pda 702 SLIP PERMITS REQUIRED

Readopt Pda 702.01 – Pda 702.04, effective 3-21-07 (Document #8845), to read as follows:

Pda 702.01 Slip Permit Required for State-Owned Slip; Exceptions. No vessel shall occupy a state-owned slip, unless the owner or operator of the vessel has obtained a slip permit for such vessel, except for the following:

- (a) A private recreational vessel secured to a recreational-use pier in compliance with Pda 603.01;
- (b) A vessel secured to a business-use pier in compliance with Pda 603.02(d);
- (c) A vessel secured to a state-owned restricted pier in compliance with Pda 703.01; and
- (d) A vessel secured to a recreational-use pier in compliance with Pda 603.01(d)(1)b.2., 5., 6., or 7.

Pda 702.02 Limited Applicability of Slip Permits for State-Owned Restricted Piers. Any vessel with a slip permit issued under Pda 706 shall only be authorized to occupy a state-owned slip at a state-owned restricted pier.

Pda 702.03 Certain Permits Constitute Slip Permits. For the purposes of the comprehensive slip permit system established in Pda 700, the following permits issued under Pda 600 shall constitute a slip permit:

- (a) A pier use permit issued under Pda 600;
- (b) A berthing permit issued under Pda 600 for the Portsmouth pier berthing area; and
- (c) A skiff permit issued under Pda 600.

Pda 702.04 Limited Applicability of Slip Permits for State-Owned Commercial Piers. Any vessel with a slip permit listed under Pda 702.03 shall only be authorized to occupy a

state-owned slip at a state-owned commercial pier. Such vessel shall not be authorized to occupy a state-owned slip at a state-owned restricted pier, unless the owner, operator, or duly authorized agent has applied for and obtained a slip permit under Pda 704 and Pda 706.

PART Pda 703 USE OF STATE-OWNED RESTRICTED PIERS; REMOVAL OF VESSELS

Readopt Pda 703.01 – Pda 703.02, effective 3-21-07 (Document #8845), to read as follows:

Pda 703.01 Use of State-Owned Restricted Piers. A vessel without a slip permit issued under Pda 706 may be secured to a state-owned restricted pier, if the vessel operator requests permission to be so secured and the division director or an employee of the division:

(a) Determines that the securing of the vessel would not interfere with the use of the pier by another vessel approaching, departing from, or already secured to the pier and that one or more of the following applies:

- (1) The vessel requires emergency repairs;
- (2) Weather or tide conditions make it hazardous for the vessel not to be secured to the pier;
- (3) A medical emergency exists involving a passenger or crew member;
- (4) The crew or passengers, or both, of the vessel are making use of state-owned facilities for official government business; or
- (5) Failure to secure the vessel to the pier would result in an imminent and substantial hazard to navigation or to the safety of any person on board such vessel; and

(b) Gives the operator of the vessel oral permission to be secured to the pier, but only for as long as the situation creating the reason for the stay exists.

Pda 703.02 Removal of Vessels from State-Owned Restricted Piers. If any vessel is secured to or berthed at or otherwise occupies a slip or a portion of a slip at a state-owned restricted pier in violation of Pda 700, and the owner or operator is not available or refuses to move the vessel, the division shall remove or arrange for the removal of such vessel from the state-owned restricted pier in accordance with RSA 12-G:52-b.

PART Pda 704 PERMITS

Readopt Pda 704.01 – Pda 704.02, effective 3-21-07 (Document #8845), to read as follows:

Pda 704.01 Granting of Annual State-Owned Restricted Pier Slip Permits; Modification, Duration, and Nontransferability.

(a) The division director or designee shall grant pursuant to Pda 706.01 annual state-owned restricted pier slip permits for state-owned restricted piers, on a space available basis, only for vessels authorized under a written contractual agreement with the authority to make use of or berth at the Barker wharf or the Burge wharf.

(b) Only the owners or operators of the vessels specified pursuant to (a) above shall be permitted to apply for an annual state-owned restricted pier slip permit under Pda 700 by:

- (1) Identifying the state-owned restricted pier for which the applicant seeks a slip permit;
- (2) Submitting a completed application form as described in Pda 709.01 to the division; and
- (3) Paying the applicable annual slip permit fee.

(c) An annual state-owned restricted pier slip permit shall be valid for a one-year period from January 1 to December 31. All annual state-owned restricted pier slip permits issued during the time period from January 1 to December 31 shall expire on December 31.

(d) Annual state-owned restricted pier slip permits shall not be transferable.

(e) An annual state-owned restricted pier slip permit for the Barker wharf or the Burge wharf shall allow the permit holder to occupy a slip or portion of a slip at the designated wharf subject to the requirements of Pda 700 and such additional terms and conditions set forth in a written contractual agreement between the authority and the permit holder, the permit holder's employer or hirer, or any association in which the permit holder is a member.

(f) Any available slip space not specifically reserved or scheduled for priority use under the terms of a written contractual agreement with the authority shall be available to the division for its use or use by a vessel:

- (1) With an annual state-owned restricted pier permit and a written contractual agreement with the authority to utilize a state-owned restricted pier;
- (2) Authorized by the division to secure to a state-owned restricted pier under Pda 703.01; or
- (3) With a single-use state-owned restricted pier slip permit obtained under Pda 704.02(a).

(g) An annual state-owned restricted pier slip permit shall be modified by substitution of a modified or replacement vessel for the vessel identified in the permit if the following conditions are met:

- (1) The permit holder provides to the division, at least 14 days before making use of the modified or replacement vessel under the annual state-owned restricted pier slip permit:
 - a. Written notice of any changes to vessel information under Pda 709.01(b)(8); and
 - b. If there is a new registration for the vessel, a copy of such registration; and
- (2) Before making use of a modified or replacement vessel under the annual

state-owned restricted pier slip permit, the permit holder pays to the division an amount equal to the difference in the amount, if any, that the slip permit fee for the modified permit exceeds the slip permit fee paid for the original permit.

(h) The expiration date of an annual state-owned restricted pier slip permit modified under (g) above shall be the same as the originally issued permit.

(i) In order to maintain updated information with the division, each annual state-owned restricted pier slip permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 709.01(b)(1)-(7).

Pda 704.02 Granting of Single-Use State-Owned Restricted Pier Slip Permits; Duration and Nontransferability.

(a) The division director or designee shall grant pursuant to Pda 706.02 single-use state-owned restricted pier slip permits for the Barker wharf or the Burge wharf only for the following vessels on a space available basis:

- (1) A charter boat;
- (2) A commercial cargo vessel in transit requiring a temporary berth or seeking to load or unload cargo in New Hampshire; or
- (3) Any vessel invited to Portsmouth harbor by a nonprofit organization registered in New Hampshire or any state or local governmental agency to attend or otherwise participate in any celebration, festival, or historical reenactment held within the state.

(b) The division director or designee shall grant pursuant to Pda 706.02 single-use state-owned restricted pier slip permits for the marine terminal wharves on a space available basis for any vessel:

- (1) Proposing to occupy all or a portion of one of the slips located at the marine terminal wharves; and
- (2) That agrees to pay the applicable slip fee and all other applicable fees associated with use of the marine terminal wharves.

(c) The owner or operator of a vessel identified under (a) or (b) above shall be permitted to apply for a single-use state-owned restricted pier slip permit.

(d) A single-use state-owned restricted pier slip permit shall allow the vessel to occupy a slip or portion of a slip at the state-owned restricted pier, as specified in the permit, subject to the Pda 700.

(e) A single-use state-owned restricted pier slip permit shall be valid for a one-time use of the pier for the period of time specified in the permit, not to exceed 24 hours. The holder of the permit may extend the stay beyond the time in the permit by paying the required fee(s), subject to available slip space.

(f) A single-use state-owned restricted pier slip permit shall not be transferable.

(g) Any person who qualifies for a single-use state-owned restricted pier slip permit may make application for a permit by:

- (1) Submitting an application as described in Pda 706.02 to the division; and
- (2) Paying the single-use state-owned restricted pier slip permit fee.

PART Pda 705 WAIT LIST FOR BARKER AND BURGE WHARVES [RESERVED]

PART Pda 706 PERMIT APPLICATIONS; PROCESSING OF APPLICATIONS

Readopt with amendment Pda 706.01, effective 3-21-07 (Document #8845), to read as follows:

Pda 706.01 Annual State-Owned Restricted Pier Slip Permit; Application Requirements; Processing.

(a) An applicant for an annual state-owned restricted pier slip permit shall:

(1) Obtain an annual state-owned restricted pier slip permit application form:

- a. In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
[P.O. Box 369]555 Market Street
Portsmouth, NH [03802-0369]03801-3532

(2) Provide the information and certification required on the annual state-owned restricted pier slip permit application form, as provided in Pda 709.01(b) and (d); and

(3) Attach to the application the following:

- a. A photocopy of the applicant's New Hampshire state tidal, other state or International Maritime Organization number registration for a commercial vessel;
- b. If the vessel described on the application is a charter boat, a photocopy of the vessel's New Hampshire state tidal or other state registration and U.S. Coast Guard merchant mariner's license for the operator; and
- c. Payment of the annual state-owned restricted pier slip permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation required under Pda 709.01;
- (2) The application has attached the documentation required under (a)(3) above;
- (3) The vessel information on the New Hampshire state tidal, other state or International Maritime Organization registration or federal documentation is the same vessel information provided on the application;
- (4) The annual state-owned restricted pier slip permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
- (5) There is a valid written contractual agreement between the authority and the applicant covering the permit period;
- (6) There is no reason to deny the application under Pda 707.02; and
- (7) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 707.

(e) If the applicant is granted an annual state-owned restricted pier slip permit under Pda 707, the division director or designee shall:

- (1) Issue an annual state-owned restricted pier slip permit to the applicant;
- (2) Sign and date the permit(s); and
- (3) Mail a photocopy of the permit(s) to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Readopt Pda 706.02, effective 3-21-07 (Document #8845), to read as follows:

Pda 706.02 Single-Use State-Owned Restricted Pier Slip Permit; Application Requirements; Processing.

(a) Only the owner, operator, or agent of an owner or operator of a vessel specified in Pda 704.02 shall be eligible to apply for a single-use state-owned restricted pier slip permit.

(b) Prior to or immediately upon securing a vessel to a state-owned restricted pier, an applicant for a single-use state-owned restricted pier slip permit shall make an oral or written application.

(c) The applicant shall provide the information required in Pda 709.02(a) to the division either:

(1) By telephone in accordance with:

- a. Signage posted by the division at the state-owned restricted pier that displays the telephone number(s) of the division; or
- b. The instructions on the division's Internet website that provide the telephone number(s) of the division; or

(2) In person to the division at the pier or the division's office.

(d) If the applicant contacts the division by telephone, the division director or an employee of the division shall enter the information provided by the applicant on a single-use state-owned restricted pier slip permit application form and allow the applicant to secure the vessel to the pier after the division director or employee verifies the accuracy of the information relating to the vessel operator and vessel provided under (b) above, if space is available.

(e) Once the vessel is secured to the state-owned restricted pier, the applicant shall:

(1) Display to, and allow a copy to be made by, the division director or employee of the division:

- a. The applicant's New Hampshire state tidal or other state registration or International Maritime Organization number for a commercial vessel; and
- b. If the vessel described on the application is a charter boat, a photocopy of the vessel's New Hampshire state tidal or other state registration and U.S. Coast Guard merchant mariner's license for the operator;

(2) Make payment of the single-use state-owned restricted pier slip permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Sign the application form.

(f) Upon receipt of a signed application and tender of the single use state-owned restricted pier slip permit fee, the division director or employee shall grant or deny the application consistent with the provisions of Pda 707.

(g) If the applicant is granted a single-use state-owned restricted pier slip permit under Pda 707, and meets the requirements of (e) above, the division director or employee shall:

- (1) Enter the time of day and date that the permit was granted on the permit;
- (2) Sign the permit; and
- (3) Issue a single-use state-owned restricted pier slip permit to the applicant.

PART Pda 707 GRANT OR DENIAL OF PERMIT APPLICATION; REVOCATIONS; HEARINGS

Readopt Pda 707.01 – Pda 707.02, effective 3-21-07 (Document #8845), to read as follows:

Pda 707.01 Annual and Single-Use State-Owned Restricted Pier Slip Permits. Applications under Pda 706 for annual state-owned restricted pier slip permits and single-use state-owned restricted pier slip permits shall be granted unless denied by the division in accordance with Pda 707.02.

Pda 707.02 Reasons for Denial of Application.

(a) The director shall deny a permit application for an annual or single-use state-owned restricted pier slip permit if the applicant:

- (1) Is not a qualified applicant under Pda 704.01(a) and (b) or Pda 704.02(a) or (b), as applicable;
- (2) Has not included the required permit fee;
- (3) Has not provided the required information and documentation under Pda 709, for the type of permit applied for;
- (4) Has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 709;
- (5) Has failed to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable at the time the application is filed;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine or fines remain due and payable at the time the application is filed; or
 - c. Obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding at the time the application is filed; or

(6) Has not signed the application.

(b) The director shall deny a permit application for an annual state-owned restricted pier slip permit or single-use state-owned restricted pier slip permit if the division determines that the vessel cannot be safely secured at the slip, taking into consideration the LOA, width, and draft of the vessel, the strength of the particular pier to which the vessel will be secured, and the potential for storms, wind, waves, tides, currents, and wash at the proposed location.

Readopt with amendment Pda 707.03, effective 3-21-07 (Document #8845), to read as follows:

Pda 707.03 Revocation of State-Owned Restricted Pier Slip Permit.

(a) The director shall revoke an annual state-owned restricted pier slip permit or single-use state-owned restricted pier slip permit for any of the following reasons, as applicable to the type of permit:

- (1) The permit was transferred in violation of Pda 704.01(d) or 704.02(f);
- (2) The applicant has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 709;
- (3) The permit holder's use of the state-owned restricted pier is in violation of the law, including any rule set forth in Pda 700[~~or Pda 800~~], presents an imminent and substantial threat to human health, public safety, or the environment, or is likely to result in immediate and substantial damage to division property;
- (4) The permit holder has failed during the term of the permit to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable for more than 30 days;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine(s) remain due and payable for more than 30 days; or
 - c. Obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding for more than 30 days;
- (5) The permit holder ceases to have any ownership interest in a vessel identified in the permit holder's permit;
- (6) The permit holder returned the permit to the division in accordance with Pda 707.06; or
- (7) The permit holder did not provide the written notification to the division required under Pda 707.06(a).

(b) The director shall provide notice and opportunity for a hearing before revocation of an annual state-owned restricted pier slip permit or single-use state-owned restricted pier slip permit.

Readopt Pda 707.04 – Pda 707.06, effective 3-21-07 (Document #8845), to read as follows:

Pda 707.04 Hearings; Notice of Denial.

(a) Any hearing required pursuant to Pda 707.03 shall be held by the division director or designee.

(b) If a permit is denied or revoked under Pda 707.03(b) after notice and opportunity for a hearing, notice of the denial or revocation and the reason(s) therefor shall be sent to the applicant in writing within 10 working days of the decision.

Pda 707.05 Removal of Vessel from the State-Owned Restricted Pier if Permit Revoked. Within 10 days of receipt of a notice of revocation of a permit pursuant to Pda 707.03(b), or, if the applicant or permit holder files a request for reconsideration pursuant to Pda 708, within 10 days of receipt of a notice of decision under Pda 708.03(b), the vessel for which the permit was issued shall be permanently removed from its slip. If the vessel is not removed by 11:59 p.m. on the tenth day following the receipt of such notice, a representative of the division shall arrange for the removal of the vessel from its slip. The owner of the vessel shall be responsible for any costs incurred by the division in removing the vessel from its slip.

Pda 707.06 Written Notification and Return of Permit Required in Certain Circumstances.

(a) A permit holder shall provide written notification to the division within 15 days of the sale or other disposition of the vessel for which a state-owned restricted pier slip permit has been issued.

(b) A person required under (a) above to provide written notification to the division shall return the permit to the division within 15 days of the event requiring notification under (a) above.

PART Pda 708 RECONSIDERATION

Readopt Pda 708.01 – Pda 708.03, effective 3-21-07 (Document #8845), to read as follows:

Pda 708.01 Reconsideration; Who May Petition. The following person(s) may petition the division director for reconsideration pursuant to Pda 708:

(a) Any holder of an annual state-owned restricted pier slip permit or single-use state-owned restricted pier slip permit issued under Pda 700 whose permit was revoked by the division director pursuant to Pda 707.03; and

(b) Any applicant for an annual state-owned restricted pier slip permit or single-use state-owned restricted pier slip permit whose application was denied by the division director pursuant to Pda 706.01(d) or Pda 706.02(f).

Pda 708.02 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval; and

(d) Include any new or additional information relevant to the matter proposed for reconsideration.

Pda 708.03 Reconsideration by Division Director.

(a) A petition for reconsideration by the division director shall be filed with the division director within 10 days from receipt of notice of:

- (1) Revocation of a permit pursuant to Pda 707.03; or
- (2) Denial of a permit pursuant to Pda 706.01(d) or 706.02(f).

(b) The division director shall review a petition for reconsideration within 10 days of receipt and notify the petitioner of his or her decision on whether to grant or deny the petition within 5 business days of review.

(c) When making a decision on a petition for reconsideration, the division director shall consider any new or additional information relevant to the matter under reconsideration that was not available:

- (1) In a permit denial proceeding, when the application in question was submitted; or
- (2) In a permit revocation proceeding, when the decision to revoke a permit was rendered.

(d) The division director shall grant a petition for reconsideration if the division director finds it more likely than not that the decision was based on an error of law or fact or lacked facts that could reasonably sustain the decision.

(e) The division director shall deny a petition for reconsideration if the petition for reconsideration was not timely filed in accordance with (a) above, or the division director finds it more likely than not that the decision was not based on any error of law or that there were facts reasonably sustaining the decision.

PART Pda 709 FORMS

Readopt with amendment Pda 709.01, effective 3-21-07 (Document #8845), to read as follows:

Pda 709.01 Annual State-Owned Restricted Pier Slip Permit Application Form.

(a) Each person seeking an annual state-owned restricted pier slip permit shall complete an annual state-owned restricted pier slip permit application form provided by the division and:

- (1) Deliver the completed application to:

Pease Development Authority
Division of Ports and Harbors

555 Market Street
Portsmouth, NH 03801-3532; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
~~[P.O. Box 369]~~ 555 Market Street
Portsmouth, NH ~~[03802-0369]~~ 03801-3532

(b) The applicant shall provide the following information on the annual state-owned restricted pier slip permit application form:

- (1) The applicant's full legal name;
- (2) The name and address of the applicant's business;
- (3) The applicant's mailing address, if different from the business address identification in (2) above;
- (4) Which address the applicant requests be used as the correspondence address by the division;
- (5) The applicant's type of business organization;
- (6) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (7) The applicant's e-mail address, if the applicant has an e-mail address;
- (8) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire or other state registration number or International Maritime Organization number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;

- f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel;
- (9) The state-owned restricted pier for which the applicant is seeking a slip permit; and
- (10) The amount of slip space requested at the pier identified in (9) above.
- (c) The applicant shall attach the documentation required under Pda 706.01(a)(3).
- (d) By his or her signature, the applicant shall certify the following:
- “I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my state-owned restricted pier slip permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”
- (e) The applicant shall sign and date the application.

Readopt Pda 709.02, effective 3-21-07 (Document #8845), to read as follows:

Pda 709.02 Single-Use State-Owned Restricted Pier Slip Permit Application Form.

- (a) The applicant, the division director, or an employee of the division shall enter the following information provided by an applicant under Pda 706.02(c) on a single-use state-owned restricted pier slip permit application form:
- (1) The applicant’s full legal name;
 - (2) The applicant’s permanent address;
 - (3) The applicant’s telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Cell telephone number, if different from permanent telephone number; and
 - d. An emergency contact telephone number;
 - (4) The following information pertaining to the vessel and registration and identification numbers:

- a. Vessel name;
- b. New Hampshire or other state registration number or International Maritime Organization number;
- c. Federal documentation number, if applicable;
- d. Vessel LOA;
- e. Vessel width;
- f. Vessel draft;
- g. Vessel color; and
- h. Type of vessel;

(5) The state-owned restricted pier for which the applicant is seeking a slip permit and the reason the applicant wishes to use the state-owned restricted pier; and

(6) The amount of slip space requested at the pier identified in (5) above.

(b) The form shall require the division director or an employee of the division to verify that the applicant has displayed the documentation required under Pda 706.02(e)(1).

(c) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in this application are to the best of my knowledge and belief true, accurate and complete. I am aware that my state-owned restricted pier slip permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(d) The applicant shall sign and date the application.

MOTION

Director Preston:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$4,482.90 for legal services rendered to the Division of Ports and Harbors by:

1. Sheehan Phinney Bass + Green Through December 31, 2014	\$ 406.00 <u>\$ 4,076.90</u>	
	Total	\$4,482.90 =====

Note: Roll call vote required.

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SHEEHAN PHINNEY BASS + GREEN,
PROFESSIONAL ASSOCIATION
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Stormwater Upgrade Project

CLIENT/CASE NO. 14713-16199
BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$406.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$406.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$406.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

SHEEHAN PHINNEY BASS + GREEN,
PROFESSIONAL ASSOCIATION
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relatng to Port Operations

CLIENT/CASE NO. 14713-16200

BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$4,066.50
TOTAL EXPENSES:	\$10.40

TOTAL THIS BILL:	\$4,076.90

PREVIOUS BALANCE:	\$0.00


TOTAL BALANCE DUE:	\$4,076.90

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: February 5, 2015
Re: Special Events

I am pleased to report on the following special events:

1. On Sunday, March 15, 2015, New Heights - Adventures for Teens will host the St. Paddy's 5 mile road race. Funds raised will be used to support New Heights' programs.
2. On Sunday, May 3, 2015 the American Lung Association will host the "2014 Cycle the Seacoast" bicycle tour. Rides will range from 25 miles to 100 miles. Funds raised will be used to support the American Lung Association's programs.
3. On Sunday, May 24, 2015, Runner's Alley and Redhook Ale Brewery will host a 5k race. Funds raised will be used to support programs at the Krempels Brain Injury Foundation.

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MOTION

Director Torr:

The Pease Development Authority Board of Directors will enter non-public session pursuant to:

1. NHRSA 91-A:3, Paragraph II(d) for the purpose of discussing the acquisition, sale or lease of property;

Note: Roll call vote required.

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