

Time: 8:00 a.m. Consultation with Counsel (Executive Director's Office)
8:30 a.m. Board Room

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

AGENDA: ALL VOTES WILL BE ROLL CALL PURSUANT TO NH RSA 91-A

- I. Call to Order (Bald)
- II. Acceptance of Minutes: March 19, 2015*
- III. Wastewater Treatment Plant Expansion
(Presentation by City of Portsmouth)
- IV. Public Comment
- V. Old Business
- VI. Audit Committee Report* (Bohenko)
 - A. Approvals
 1. Auditor Contract* (Loughlin)
- VII. Finance
 - A. Financial Reports
 1. Operating Results for Eight Month Period Ending February 28, 2015*
 2. Nine Month Cash Flow Projections to December 31, 2015*
- VIII. Licenses/Easements/Rights of Way/Options
 - A. Approvals
 1. VMD Systems Integrators, Inc. – Airport Terminal* (Preston)
 2. Rights of Entry – North Apron Vehicle Training* (Torr)
- IX. Leases
 - A. Reports
 1. Two International Group, LLC*
 2. 222 International, LP*
 3. 249 Corporate Drive, LLC*
 - B. Approvals
 1. Old Tex Mex, LLC – 68 NH Avenue Assignment/Amendment* (Allard)
- X. Contracts/Agreements
 - A. Reports*
 1. Williams Communications Services, Inc. – Airport Terminal
 2. Pease Golf Course – Website Consultant
 - B. Approvals
 1. USDA Wildlife Control* (Bohenko)

XI. Executive Director's Reports/Approval

A. Reports

1. Golf Course Operations
2. Airport Operations
 - a. Skyhaven Airport
 - b. PSM
 - c. Noise Line Report*
3. Transportation Infrastructure Improvement Fee*
4. NH DOT – Skyhaven Airport Memorandum of Understanding*

B. Approvals

1. Federal Highway Administration – Arboretum Drive and ROE* (Lamson)
2. FAA Grant Acceptance/Contract Award – Skyhaven Airport* (Loughlin)
3. Bills for Legal Services* (Torr)

XII. Division of Ports and Harbors

A. Reports

1. Port Advisory Council
2. Commercial Moorings for Hire*

B. Approvals

1. Pda Administrative Rules Amendments – Various – Adoption* (Bohenko)
2. Bills for Legal Services* (Allard)

XIII. Special Events - Report*

1. Bridal Miles – 5k Road Race (5/17/15)
2. Newington School Supporters – 5k Road Race (9/12/15)

XIV. New Business

XV. Upcoming Meetings:	Airport Committee	May 11@ 6:30 p.m.
	Finance Committee	May 18, 2015
	Board Meeting	May 21, 2015

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

XVI. Directors' Comments

XVII. Adjournment

XVIII. 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, March 19, 2015

Presiding: Robert F. Preston
Present: John P. Bohenko; Margaret F. Lamson; and Franklin G. Torr
Via Telephone: Robert A. Allard, Treasurer;
Absent: Peter J. Loughlin, Vice Chairman
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

Acting Chairman Preston called the meeting to order at 8:07 a.m. in the Board conference room, 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire. Due to the participation by Director Allard via telephone, all votes were taken by roll call.

II. Acceptance of Board Meeting Minutes: February 5, 2015

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the February 5, 2015 Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

III. Public Comment

State Representative Laura Pantelakos made comments about: Promote Our Port's ("POP") ongoing efforts to bring cruise ship service to the Market Street Terminal and a letter sent to the Board; POP's meeting with a cruise ship line representative and the time frame to bring a cruise ship to the Terminal; future of operations at the Market Street Terminal ("Terminal") to replace scrap metal revenues; airline activity at the Portsmouth International Airport at Pease ("PSM") and the lack of consistent airline service at PSM; the need to explore catamaran/cruise ship services to Cape Cod; and the need to establish a long term plan for Terminal operations. Representative Pantelakos asked the Board to respond to POP's letter previously submitted to the Board by POP regarding future activities at the Terminal.

Bill Hopper, Airport Manager, reported that for the past 18 months Allegiant Airlines ("Allegiant") has provided regularly scheduled airline services to Florida from PSM and reviewed PDA's ongoing airline marketing efforts. Mr. Hopper reviewed the services provided by Dan Fortnam, PDA's airline consultant.

Director Bohenko requested that a Port Committee meeting be scheduled for a review of Terminal operations, use of the laydown areas and to tour the Terminal area. Director Bohenko noted that ME DOT operations at the Terminal related to the Long Bridge replacement will replace the Grimm Industries' revenues for three years, but that a long term operations plan needs to be drawn up. Director Torr concurred with Director's Bohenko's suggestion.

Director Lamson suggested that Representative Pantelakos meet with Airport Operations staff to review the history and constraints of airlines services at Pease. Acting Chair Preston asked that POP provide any information regarding proposed cruise ship services to Geno Marconi, Division Director and thanked Representative Pantelakos for her years of service to Portsmouth and the State of New Hampshire.

IV. Old Business

No old business was brought before the Board.

V. Finance Committee Report

Director Bohenko reported that the PDA Finance Committee met on March 16, 2015 to review PDA's finances. A presentation was made by Irv Canner, PDA Finance Director, regarding a plan for PDA's accelerated debt repayment, which the Committee recommended go forward. The Committee was also briefed on the proposed Capital Improvement Plan for FY 2015 – FY 2022.

A. Financial Reports

1. Operating Results for the Seven Month Period Ending January 31, 2015

Mr. Canner reported on the status of PDA FY 2015 finances for the seven month period ending January 31, 2015, including operating revenues and expenses. With the exception of utilities, all operating expenses are under budget. Snow removal costs for February specific to employee overtime are expected to be over budget by approximately \$70,000 due to the extraordinary snow storms in February. Total snow removal cost from January to the end of March, 2015 is approximately \$350,000. Mr. Canner reviewed the operating trends and revenues. Seasonal staffing is starting to increase with the early hiring of seasonal employees at the Golf Course Maintenance Department. The organizational chart was updated to include the IT position as part of the Finance Department. Mr. Canner reviewed the changes in the Balance Sheet including capital expenditures of approximately \$4.7 million and a decrease in Accounts Payables. Mr. Canner reported that there were 4,100 enplanements as of February 28 at PSM, which is a 30% increase from the same period last year; and that fuel sales have decreased at Skyhaven Airport (DAW) due, in part, to less flying activity because of the winter weather. PDA has paid approximately \$1.4 million in support of DAW since its transfer to PDA in 2009. The Golf Course bar and grill sales are approximately 30% ahead from the same period last year and simulators' revenues remain flat.

2. Nine Month Cash Flow Projections to November 30, 2015

Mr. Canner reviewed PDA cash flow projections for the nine month period ending November 30, 2015. There are approximately \$2.2 million dollars worth of grant related capital projects including the DAW runway project for a total of approximately \$4.4 million in total capital expenditures. Mr. Canner reviewed how the working capital line of credit will be used to pay for projects. Upcoming projects may include purchase of snow removal equipment. Mr. Canner reviewed the use of the revolving line of credit with Provident Bank to meet timing differences of the grant funded projects. Mr. Canner also reviewed PDA's debt structure and cost of capital.

3. Capital Improvement Plan (FY 2015 – FY 2022)

Mr. Canner reported that the updated list of capital projects contains 137 projects with 24 projects eligible for grant funding. Staff have reviewed and prioritized the projects. Each capital project will be brought to the Board for approval. Mr. Canner reported that the total costs of the projects are approximately \$51 million with approximately \$34 million provided from grants. Seventy percent of funds will be dedicated to airport projects including work on the Pease runway required by the NH ANG KC 46-A program. Mr. Canner reviewed the categorization of the projects. Mr. Canner reviewed the effect of the projects on PDA's cash balances, investments, and long term debt structure. Internally funded projects, including Tradeport intersection improvements, Airport Terminal improvements, and the Golf Course clubhouse expansion, will cost approximately \$17 million.

In response to Director Lamson, Mr. Hopper reported that Allegiant has had 80 – 90% ridership since

the beginning of its operations at PSM. Mr. Canner reported that capital improvement plan includes improvements based on the anticipated future success of the Airport. Mr. Canner reviewed how cash balances would be built up, PDA's debt structure, and use of the revolving line of credit to finance the projects. PDA's cost for grant funded projects is approximately five percent of the individual project.

Acting Chairman Preston noted that since its inception, the Legislature has made PDA responsible for the Tradeport, the Division of Ports and Harbors, and Skyhaven Airport. PDA has paid approximately \$1.4 million in support of Skyhaven Airport since its transfer to PDA in 2009. Director Torr inquired about intersection improvements and the responsibility of the maintenance of streets, street lights, and sidewalks. Maria Stowell, PDA Engineering – Manager, informed the Board that due to increasing traffic on the Tradeport, some intersections need to be reworked to handle the traffic capacity. The City of Portsmouth (COP) is responsible for street maintenance, such as pothole repairs, and PDA is responsible for the costs when the entire intersection needs to be reconfigured to handle the traffic capacity. Director Bohenko reviewed the process that COP uses to assign funds proportionally for the maintenance of Tradeport streets and street lights at a cost of approximately \$3.3 million biennially. Director Bohenko will provide the Board with a copy of COP's pavement study. Ms. Stowell reviewed the intersection improvements that PDA made at Grafton/Corporate Drives to deal with traffic bottleneck. Director Lamson noted that the Transportation Committee is concerned with the new traffic patterns at Pease Boulevard and Arboretum Drive. Ms. Stowell noted that developers are responsible for sidewalks and street lights in front of the developed property. PDA is responsible for sidewalks to connect the various properties. PDA is working with COP on the street lights as COP pays for a fixed number of lights.

Director Bohenko asked that Staff update the Board on the Transportation Infrastructure Improvement fees (TIIF) assessed to Tradeport lessees. Attorney Hinchee explained that since 2000 leases contain provisions for TIIF but that PDA has not implemented the collection of TIIF because infrastructure improvements are done when traffic warrants are met and none of the intersections have met the traffic warrants threshold. The intersection improvements at Grafton/Corporate Drive were paid for by PDA and were done in conjunction with the multi-use path project. Director Bohenko felt the collection of TIIF is a policy decision of the Board. Attorney Hinchee advised the Board and staff to discuss the matter before any implementation of collection the TIIF begins because the fee collection may be challenged by tenants. Director Bohenko is concerned that lessees are holding the funds as a liability. Director Bohenko asked for a list of all leases that contain the TIIF provision and the fees; then bring the information to the Board for the Board to vote to either collect the fees or repeal the lease provision.

B. Approvals

1. Provident Bank – Accelerated Debt Repayment

Director Lamson moved and Director Allard seconded that **In accordance with the recommendation of the PDA Finance Committee, the PDA Board of Directors hereby authorizes the Executive Director to accelerate the repayment of the State of New Hampshire Guaranty Notes currently outstanding with the Provident Bank subject to written confirmation by Provident Bank of its determination that the long term debt payment satisfies the loan's working capital requirements; and all otherwise in accordance with the memorandum of Irv Canner, Director of Finance dated March 12, 2015, attached hereto. Note: Roll call vote required.** Discussion: Director Lamson and Acting Chairman Preston commended Mr. Canner for his efforts regarding the debt repayment plan. Disposition: Resolved by unanimous roll call vote; motion carried.

VI. Licenses/Easements/Rights of Way/Options

A. Approvals

1. Great Circle Catering - Terminal

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute an Extension to the Right of Entry with Great Circle Catering to extend the term for a period of six (6) months beginning April 1, 2015 and to include one (1) six (6) month option to extend the term through March 31, 2016 exercisable at the Executive Director's sole discretion; all on the same terms and conditions set forth in the Right of Entry dated September 16, 2014 and the memorandum of Kim W. Hopper, Airport Manager, dated March 11, 2015, attached hereto. Note: Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.**

VII. Leases

A. Reports

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements", David Mullen, Executive Director, reported on the following subleases:

1. NH Avenue Retail Center, LLC

NH Avenue Retail Center, LLC entered into a sublease with Dover Women's Health, PA for 1,342 square feet at 14 Manchester Square for a medical office with a base term of three years and two 3 year options to extend. Director Lamson approved the sublease.

B. Approvals

1. International Association of Privacy Professionals – Amendment

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Lease Amendment No. 4 with International Association of Privacy Professionals, Inc. for the Premises located at 75 Rochester Avenue, Units 3 and 4 to add a Right of First Refusal for Unit 2; upon substantially similar terms and conditions contained in draft Lease Amendment No. 4 attached hereto. Note: Roll call vote required. Discussion:** In response to Director Lamson, Mr. Mullen provided a brief history of IAPP's business operations and the growth of its operations. **Disposition:** Resolved by unanimous roll call vote; motion carried

2. Two International Group – 85 NH Avenue Concept Plan

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Two International Group, LLC ("TIG") attached hereto for the premises located at 85 New Hampshire Avenue; subject to the resolution of the items and all other terms and conditions set forth in the memorandum of Maria J, Stowell, P.E., Manager - Engineering, dated March 6, 2015 attached hereto and such other governmental permits as required. Note: Roll Call vote required. Discussion:** Dan Batting, architect for TIG, showed renderings and reviewed the concept plan for the proposed two story, 28,800 square foot building. Ms. Stowell informed the Board that the 20 acre site was subdivided. Mr. Batting reviewed the green areas, the parking areas. Director Lamson asked about the wetlands. Mr. Batting reviewed how the low value manmade wetland that has no significant habitat was created during an earlier construction project. Ms. Stowell advised the Board that TIG will seek approval to fill it and she wanted the Board to be aware of that TIG will request a wetland permit to do so. Director Torr asked if underground parking was considered. Mr. Batting explained that underground parking was not a viable option and noted that with the planned parking the site would still have 46% open space. Director Lamson asked about the snow storage plans for the site. Mr. Mullen informed the Board that the developer wants conceptual approval for the project before going further. Director Lamson expressed her discomfort in voting for the project before the new Chairman of the Board is seated. Attorney Hinchee noted that if there are no changes to the plan, then the project developer would submit the project to the City for review and approval. If there are

substantial changes to the plan, the project would have to come back to the Board for review and approval. Ms. Stowell reported that the developer has been put on notice as to issues that will have to be resolved before the project can go ahead. The developer believes that the issues can be solved without making changes to the building. Mr. Mullen informed the Board that the plan is conceptual and TIG has worked with PDA staff to develop an acceptable plan. The project will be reviewed further when it is presented to the City. Director Lamson again expressed her concern about voting for the project before the new Chairman is seated. Disposition: Resolved by 4 roll call votes yes, 1 vote no (Lamson); motion carried.

VIII. Contracts/Agreements

A. Approvals

1. Golf Course Clubhouse Expansion – Construction Manager

Director Allard moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to:**

1. enter into a contract with H.L. Turner Group, Inc., PDA's consultant, in the total amount of \$89,800 for architectural and engineering services related to the Pease Golf Course Clubhouse Expansion project; and
2. enter into a contract with Pine Brook Corporation of Kittery, ME to act as construction manager for the Pease Golf Course Clubhouse Expansion project.

The Board also authorizes payment of \$16,950 to Pine Brook Corporation for project related pre-construction services; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated March 11, 2015, attached hereto. **Note: Roll call vote required.** Discussion: Ms. Stowell reviewed the proposed improvements to the clubhouse kitchen and bar area. The Golf Committee reviewed the project at its December 2014 meeting and a project budget was set at \$1.2 million. PDA will work with the construction manager during the design phase so that the project will be tailored to meet the budget and give PDA a guaranteed maximum project price before construction begins. The project is expected to be presented at the August Board meeting for the Board's review and approval. Disposition: Resolved by unanimous roll call vote; motion carried

2. Dan Fortnam – Contract Extension

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into Amendment No.8 attached hereto to extend the Consulting Agreement with Daniel Fortnam through September 30, 2015 with one (1) option to extend through March 31, 2016 exercisable at the Executive Director's sole discretion. Note: Roll call vote required.** Discussion: Mr. Mullen reported on Mr. Fortnam's consultant activities and his efforts to secure international air service. Disposition: Resolved by unanimous roll call vote; motion to table carried.

3. Non-Hazardous Solid Waste Removal Services

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract with Pinard Waste Systems Co., Inc. for the purpose of providing non-hazardous solid waste removal services at Pease Development Authority facilities for an initial period of one (1) year and one (1) one (1) year option to extend exercisable at the sole discretion of the Pease Development Authority; all in accordance with the memorandum of Joseph McPherson, PDA Facilities Resource Manager, dated March 12, 2015 attached**

hereto. Note: Roll call vote required. Discussion: None. **Disposition:** Resolved by unanimous roll call vote; motion carried

IX. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course. Some seasonal staff has started working in the Golf Maintenance department. Eight golf leagues will return this season and the Golf Course may have a record season for rounds of golf played in outings. April 10th is the projected opening date. The simulator use during the winter matched last winter's use. The membership drive is ongoing with 201 adult passes sold to date. A membership open house will be held on March 21 at the clubhouse. The Spring Trial Pass program will be starting. Director Lamson commended the Golf Committee and Golf Course staff for all of their efforts. Mr. DeVito thanked to Board and the Engineering staff for their efforts to upgrade the Golf Course and the clubhouse. Mr. DeVito reported that the new drainage system is working well. Mike Mates, PDA Engineer, has created a GPS program of the drains

2. Airport Operations

Bill Hopper, Airport Manager, reported on aviation activities.

a) Skyhaven Airport ("DAW")

The approach lights were flight checked and certified by the FAA. A runway grand opening will be held on May 16, 2015. The "Wings and Wheels" fund raising event will be held on June 20, 2015.

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

Mr. Hopper reported that Allegiant Airlines is doing very well with passengers from all New England and New Brunswick, Canada. Mr. Hopper thanked the PDA snow crews for all of their efforts during the February snow storms. Crews worked for three weeks straight without a day off to keep the airfield clear.

Acting Chairman Preston noted that a new facility will open in Punta Gorda, Florida in the Fall; and he also commended the snow removal crew for their efforts. Director Lamson commended Sandra McDonough, PDA's noise liaison.

c) Noise Line Report

Mr. Hopper reported that the PDA Noise Line received a total of 10 inquiries in January and February. Seven inquiries were about helicopter activity including a news helicopter; two inquiries were about fixed wing activity in the Greenland and Lee, New Hampshire areas; and one inquiry was about NH ANG flight activity in the Farmington, NH area. Mr. Mullen asked why the medical services flights are no longer flying. Mr. Hopper reported that the company that provided medical services flights has gone out of business.

Director Lamson informed the Board that Port City Air and Seacoast Helicopters are working together to sell helicopters. The Airport Committee will meet to review the proposal. Director Lamson asked that the meeting be held at least one week before the Board reviews the proposal to allow ample time for review and public comment.

B. Approvals

1. Airport Operations Staff Position

Director Allard moved and Director Torr seconded that **In accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the full time position of Airport Operations Specialist; and further authorizes the Executive Director to immediately fill said position with an appropriately qualified candidate; all in accordance with the memorandum of Kim W. Hopper, dated March 3, 2015 attached hereto. Note: Roll call vote required.** Discussion: Director Bohenko asked if resources were reallocated or if the position is an increase to the organizational chart. Mr. Mullen reported that the position is an increase to the organizational chart and will provide flexibility to the airport operations' schedules. Mr. Hopper and Elizabeth LaBonte, PDA Human Resources Director, reviewed the history of and changes in staffing positions needed to accommodate a staff member who is a member of the Air National Guard ("Guard") and to provide scheduling flexibility while maintaining around the clock coverage at the Airport. Director Bohenko asked for clarification as to the PDA's obligations to and the benefits given to the employee who is in the Guard. Ms. LaBonte reported that the Guard is working closely with PDA to minimize the impact on the employee's schedule. Attorney Hinchee informed the Board that due to changes in the Fair Labor Standards regarding hourly employees, job classifications were changed. Staff positions were restructured to schedule employees as hourly and provide flexibility, thus creating the need for more staff resources to cover hourly positions. The new position is being created in response to the need for scheduling flexibility. Director Bohenko inquired about the job duties, wages, and job qualifications. Ms. LaBonte reported that the new position will be filled by a qualified employee who had temporarily filled the position while the other employee was being trained by the Guard. Mr. Hopper reviewed the job qualifications and confirmed that both employees are fully qualified. Director Lamson confirmed the hourly wages for the new position. Disposition: Resolved by unanimous roll call vote; motion carried

2. Bills for Legal Services

Director Lamson 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 \$95.00 for legal services rendered to the Pease Development Authority by:**

1. **Anderson & Kreiger**
Through January 30, 2015 \$ 95.00

Note: Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried

X. Division of Ports and Harbors

A. Division Director's Reports

1. Port Advisory Council

Geno Marconi, Division Director, reported that the Port Advisory Council met on March 18, 2015. The Northeast Regional Ocean Planning Council gave a presentation regarding regional ocean planning and its vessel data collection program to determine maritime routes and activities of various types of vessels. The data is then used to create maps showing the maritime traffic routes. The Council plans to review one mooring issue at each meeting. The Council reviewed the issues with the mooring balls identification system. Division staff met with Chris Snow, Port Advisory Council member, is also working on the mooring ball identification issue. The Division has created a computer GPS program that can identify the location of each mooring and allows the harbor masters to deal with mooring ball problems immediately. When out in the field, the harbor masters uses a lap top computer to access the GPS program. The harbor master can then immediately contact the mooring

owner. The GPS program is also used to identify what types of boats will fit in the mooring field when a mooring becomes available.

The Council sent a letter to the US Coast Guard regarding problems in the Back Channel area. Director Bohenko advised the Board that City will send a letter clarifying the paragraph regarding the water pipeline in the March 2, 2015 letter the Council sent to the Coast Guard regarding the New Castle bridge replacement regarding the amount the City is estimated to save.

B. Approvals

1. Pda Administrative Rules Amendments - Various

Director Torr moved and Director Lamson seconded that **The Pease Development Board of Directors hereby approves the Initial Proposal for the readoption with amendments to Administrative Rules:**

- a. Pda 311.01 Pilot Fee Schedule
- b. Pda 512.01 Mooring Fee Schedule
- c. Pda 610.01 Fee Schedule (State Owned Commercial Piers and Associated Facilities)
- d. Pda 710.01 (Slip Permits; State-Owned Restricted Piers)

Further, the Board authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated March 10, 2015, attached hereto. Note: Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried

2. Hampton Harbor Marine Facility – Security System Repairs

Director Bohenko moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Monadnock Security Systems (“Monadnock”) of New Ipswich, NH, for repairs to the video surveillance system at the Hampton Harbor Marine Facility in the total amount of \$27,926 (including a contingency of \$2,500). As previously approved by the Capital Budget Overview Committee, said funds will be drawn from the Harbor Dredging and Pier Maintenance Fund.**

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

- 1. **Monadnock provided and installed the original system; and**
- 2. **Monadnock has a working knowledge of the system and can expeditiously make the repairs.**

Note: 5 Affirmative roll call votes required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried

3. Right of Entry – Adventure Fishing Charters

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Adventure Fishing Charters for marine charter vessel operations located at the Hampton Harbor Marine Facility; all otherwise in accordance with the terms and conditions set forth in the memo of Geno J. Marconi, Division**

Director, dated March 11, 2015, and attached hereto. Note: Roll Call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried

4. Bills for Legal Services

Director Allard 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 \$948.00 for legal services rendered to the Division of Ports and Harbors by:

1.	Susan Marshall, Esq. Through March 2, 2015	\$600.00		
2.	Sheehan Phinney Bass + Green Through January 31, 2015	\$174.00 <u>\$174.00</u>		
			Total	\$948.00 =====

Note: Roll call vote required. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried

XI. New Business

No new business was brought before the Board.

XII. Upcoming Meetings

Audit Committee	April 1, 2015 @ 8:30 a.m.
Board of Directors Meeting	April 16, 2015

All Board and Committee meetings begin at 8 a.m. unless otherwise posted.

XIII. Directors' Comments

Director Torr advised the Board that he will not be available to attend the Port Committee meeting on April 2, 2015.

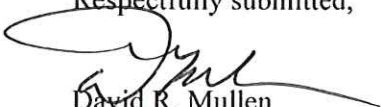
XIV. Adjournment

Director Torr moved and Director Bohenko seconded to adjourn the Board meeting. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried. Meeting adjourned at 9:45 a.m.

XV. Press Questions

No members of the Press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director/Secretary

AUDIT COMMITTEE AGENDA

Time: 8:30 AM
Place: 55 International Drive
Pease International Tradeport
Portsmouth, New Hampshire 03801

- I. Call to Order (*Bohenko*)
- II. Acceptance of Meeting Minutes: October 14, 2014 *
- III. Public Comment
- IV. Proposal for Auditing Services- Summary Evaluation and Recommendation *+ (*Canner*)
 - Berry, Dunn, McNeil and Parker (*LaPrade*)
 - Baker, Newman and Noyes (*Duhaime*)
- V. Next Meeting- October 13, 2015
- VI. Director's Comments
- VII. Adjournment
- VIII. Press Questions

* **Related Materials Attached**
+ **Proposed Motion**

MOTION

Director Loughlin:

In accordance with the recommendation of the Pease Development Authority Audit Committee, the PDA Board of Directors hereby authorizes the Executive Director to enter into a contract with the firm of Berry, Dunn, McNeill and Parker, LLC to perform the annual external audit, as required by the Comptroller General of the United States, the provisions of the Single Audit Act, OMB Circular A-133, of the PDA's consolidated financial statements for the fiscal years ending 2015, 2016, 2017, and 2018 as described in the Summary Evaluation and Recommendation – Proposal for Auditing Services attached hereto.

Note: Roll call vote required.

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SUMMARY EVALUATION AND RECOMMENDATION- PROPOSAL FOR AUDITING SERVICES

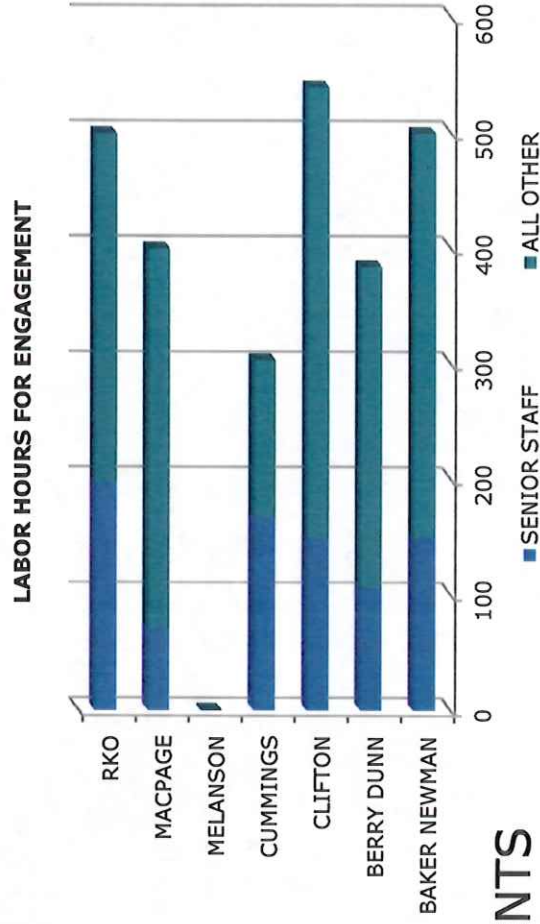
PEASE DEVELOPMENT AUTHORITY
AUDIT COMMITTEE MEETING
APRIL 1, 2015



STAFF RECOMMENDATION

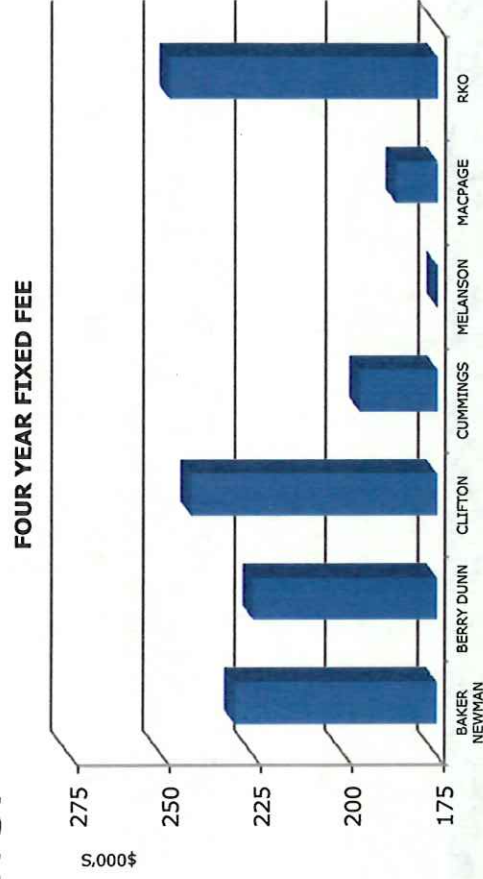
- AWARD THE FOUR YEAR AUDITING SERVICES CONTRACT TO THE FIRM OF **BERRY, DUNN, MCNEIL AND PARKER, LLC.**
- EXTENSIVE EXPERIENCE IN PUBLIC ENVIRONMENT WITH EMPHASIS TOWARD LOCAL GOVERNMENT AND NOT-FOR-PROFIT ENGAGEMENTS INCLUDING:
 - CITY OF SACO, ME
 - CITY OF AUBURN, ME
 - CITY OF LEWISTON, ME
 - CITY OF CAMBRIDGE, MA
 - CITY OF WAYLAND, MA

- EXPRESSED COMMITMENT TOWARD COMPLETION OF FIELD WORK AND TIMELY SUBMISSION OF FINAL AUDITED FINANCIAL STATEMENTS AND MANAGEMENT LETTER.



STAFF RECOMMENDATION (CONTINUED)

- COMPETITIVE AUDIT FEE AND HIGHER SENIOR MANAGEMENT INVOLVEMENT. ALL MEMBERS OF THE ENGAGEMENT TEAM ARE CERTIFIED PUBLIC ACCOUNTANTS.
- FISCAL YEAR FIXED FEE OF \$56,300 FOR THE FOUR YEAR PERIOD.
- CLIENT REFERENCES VERY STRONG.
- PREVIOUS EXPERIENCE WITH THE PDA RELATIVE TO TECHNOLOGY ASSESSMENT REPORT- AUGUST 29, 2008.



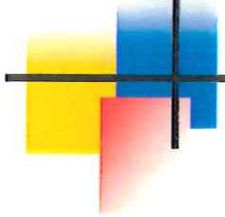
SUMMARY EVALUATION OF PROPOSALS

	BAKER NEWMAN	BERRY DUNN	CLIFTON LARSON	CUMMINGS LAMONT	MELANSON HEATH	MACPAGE	RUNYON KERSTEEN
TECHNICAL QUALIFICATIONS 70%		✓					
RESPONSIVENESS TO THE PROPOSAL 15%	86	83	85	66	49	77	85
TECHNICAL EXPERIENCE 15%	78	80	84	69	83	72	83
EXPERIENCE AND PROFESSIONAL ACTIVITIES OF THE AUDIT TEAM 15%	86	87	83	79	85	81	87
CLIENT REFERENCES 15%	79	81	79	70	69	76	84
ORGANIZATIONAL DEPTH AND STRUCTURE OF THE FIRM 10%	50	53	53	47	51	44	51
ENGAGEMENT FEES 30%	138	143	126	151	45	155	114
	517	527	510	482	382	505	504

INDEPENDENT 2014 STUDY: TOP ACCOUNTING FIRMS

- **BERRY, DUNN, MCNEIL AND PARKER, LLC. WAS RECOGNIZED AS ONE OF THE TOP 100 ACCOUNTING FIRMS IN THE NATION BY "ACCOUNTING TODAY".**
- **TOP NEW ENGLAND FIRMS INCLUDED:**

RANK	FIRM	HEADQUARTERS	REVENUE (\$MILLIONS)	OFFICES	PARTNERS	PROFESSIONALS	% FEE AUDIT	% FEE TAX	% FEE OTHER
1	BLUM SHAPIRO	WEST HARTFORD, CT	61.3	4	30	251	56	32	12
2	BERRY DUNN	PORTLAND, ME	43.1	5	18	154	47	18	35
3	KAHN AND LITWIN	PROVIDENCE, RI	35.3	3	11	153	30	35	35
4	WOLF AND CO	BOSTON, MA	31.5	3	19	142	50	21	29
5	BAKER NEWMAN	PORTLAND, ME	27.7	4	30	121	48	40	12
14	MELANSON HEATH	NASHUA, NH	10.5	5	9	66	74	22	4



FY 2015 FINANCIAL REPORT FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015



**BOARD OF DIRECTORS MEETING
APRIL 16, 2015**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ² FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 AND 2014

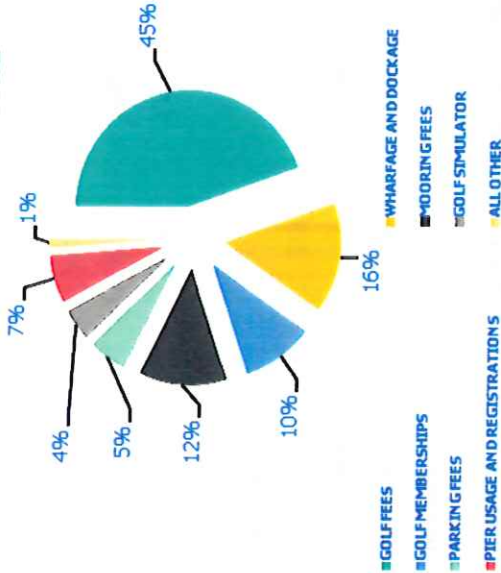
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
FY 2015 BUDGET VARIANCE ANALYSIS						
▪ OPERATING REVENUES- LOWER BY 1.7%	9,124	9,280	(156)	8,690	434	13,903
▪ LOWER THAN ANTICIPATED RENTAL INCOME OFFSET BY:						
▪ INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED DUE TO COURSE RENOVATIONS.	3,925	3,909	16	3,907	18	5,851
▪ HAMPTON HARBOR AND PORTSMOUTH FISH PIER FUEL SALES ARE LESS THAN BUDGETED.	1,471	1,756	(285)	1,335	136	2,464
▪ INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.	471	511	(40)	951	(480)	766
▪ OPERATING COSTS- LOWER BY 6.4%						
▪ PRIMARILY TIMING DIFFERENCES MIDWAY IN THE FISCAL YEAR ALONG WITH MILD WINTER YEAR TO DATE.	797	877	(80)	789	8	1,301
▪ INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.	7,549	8,068	(519)	7,789	(240)	11,944
▪ NONOPERATING (INCOME) AND EXPENSES						
▪ INCREASED SHORT TERM BORROWINGS TO SUPPORT CONSTRUCTION RELATED ACTIVITIES- PSM AND SKYHAVEN	1,575	1,212	363	901	(674)	1,959
	88	62	26	83	5	92
	4,147	4,243	(96)	3,982	165	6,364
	(2,660)	(3,093)	433	(3,164)	(504)	(4,497)
OPERATING REVENUES (PAGE #3)						
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)						
BUILDINGS AND FACILITIES MAINTENANCE						
GENERAL AND ADMINISTRATIVE						
UTILITIES (PAGE #6)						
PROFESSIONAL SERVICES (PAGE #6)						
MARKETING AND PROMOTION						
ALL OTHER (PAGE #6)						
OPERATING INCOME						
NONOPERATING (INCOME) AND EXPENSE (PAGE #7)						
DEPRECIATION						
NET OPERATING INCOME						

CONSOLIDATED OPERATING REVENUES FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 AND 2014

(\$ 000's)

FEE REVENUES YEAR TO DATE



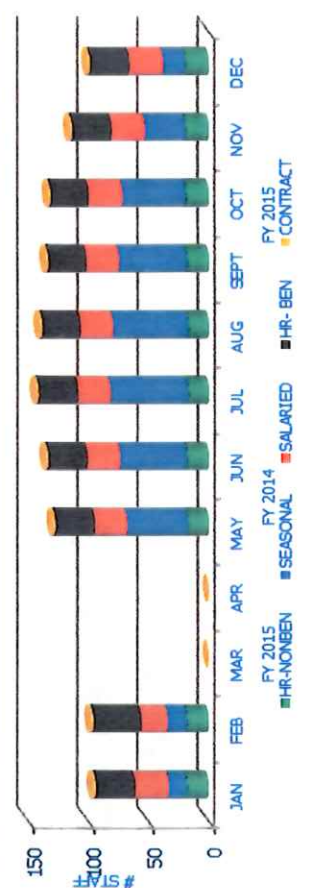
	SALES	COGS	NET MARGIN
SKYHAVEN AIRPORT	42	36	6
PORTSMOUTH FISH PIER	399	357	42
RYE HARBOR	138	123	15
HAMPTON HARBOR	122	109	13
	<u>701</u>	<u>625</u>	<u>76</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	6,086	6,389	(303)	6,126	(40)	9,233
FEE REVENUES (SEE CHART)	1,797	1,482	315	1,369	428	2,567
FUEL SALES (SEE CHART)	701	775	(74)	691	10	1,085
CONCESSION REVENUE	198	147	51	159	39	214
GOLF MERCHANDISE	112	83	29	82	30	175
ALL OTHER- NET	<u>230</u>	<u>404</u>	<u>(174)</u>	<u>263</u>	<u>(33)</u>	<u>629</u>
	9,124	9,280	(156)	8,690	434	13,903

CONSOLIDATED PERSONNEL SERVICES FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015

STAFF ANALYSIS

(\$ 000's)	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	\$ VARIANCE	PRIOR YEAR TO DATE ACTUAL	SAL	HR/ BEN	HR/ NON	SE	CON	FEB MONTH END	JAN MONTH END	DEC MONTH END
WAGES												
BENEFITED	2,376	2,420	(44)	2,258	6	-	1	1	-	8	8	16
NONBENEFITED	471	430	41	455	3	1	-	-	-	4	4	4
OVERTIME	228	140	88	179	3	8	4	2	-	17	15	15
ACCRUED VACATION AND SICK	5	-	5	-	-	-	2	1	-	3	3	3
	3,080	2,990	90	2,892	1	15	1	11	-	28	28	25
TRANSFER OUT	(452)	(500)	48	(214)	1	1	-	-	-	2	2	2
	<u>2,628</u>	<u>2,490</u>	<u>138</u>	<u>2,678</u>								
					1	10	10	1	1	23	23	23
FRINGE BENEFITS					2	1	-	-	-	3	3	3
HEALTH INSUR	661	809	(148)	659	3	1	-	-	-	4	4	4
RETIREMENT	289	382	(93)	273	2	3	-	-	1	6	6	6
FICA	224	229	(5)	212	22	40	18	16	2	98	96	101
DENTAL	43	60	(17)	41								
ALL OTHER	98	89	9	64								
	1,315	1,569	(254)	1,249								
TRANSFER OUT	(18)	(150)	132	(20)								
	<u>1,297</u>	<u>1,419</u>	<u>(122)</u>	<u>1,229</u>								
	3,925	3,909	16	3,907								



CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	
INTEREST EXPENSE	90	66	87	99	
INTEREST INCOME AND OTHER	(3)	(4)	(4)	-	
(GAIN) / LOSS ON SALE OF ASSETS	1	-	-	-	
	<u>88</u>	<u>62</u>	<u>83</u>	<u>92</u>	

	YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK	69	68
CITY OF PORTSMOUTH	21	31
TOTAL	<u>90</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 FEBRUARY 28, 2015

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
TRADEPORT MULTI-USE PATH	11-20-08	802	642	1,165	(233)	550	382	64
TRADEPORT BUILDING DEMO AT 80 ROCHESTER	12-21-11	800	400	759	(380)	291	88	-
PSM NOISE EXPOSURE MAP UPDATE (FAA #52)	05-31-12	162	150	161	(12)	149	-	-
PSM PAVEMENT AND DRAINAGE RESTORATION (FAA #54)	07-03-12	105	97	99	(8)	84	7	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	76	(4)	64	8	-
PSM ASR CONSTRUCTION PROJECT	04-16-13	3,461	3,288	1,724	(231)	1,493	-	-
PSM PAVEMENT AND DRAINAGE	11-06-13	1,310	1,244	1,140	(153)	987	-	-
PSM OBSTRUCTION REMOVAL / PERMITTING AND DESIGN	-	-	-	2	(2)	-	-	-
PSM RUNWAY 16-34 PRE-DESIGN	-	-	-	2	(2)	-	-	-
PSM OBSTRUCTION MITIGATION DESIGN (FAA #49)	05-23-11	318	318	249	-	244	5	-
SKYHAVEN RUNWAY 15-33 R,M,L & S (SBG 05-2012)	06-18-14	3,790	3,601	2,521	(349)	2,138	34	19
SKYHAVEN TAXILANE PAVEMENT AND DRAINAGE	-	-	-	11	(11)	-	-	-
SKYHAVEN RUNWAY DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	496	(25)	467	4	-
DPH RYE FLOATING DOCK REPLACEMENT	-	-	-	78	(76)	2	-	-
DPH FEMA CAMERA INSTALLATION AT NEWCASTLE PIER	-	-	-	25	-	-	25	25
DPH FACILITY SECURITY OFFICER TRAINING	-	-	-	15	-	-	15	15
DPH SEABROOK / HAMPTON DREDGING	-	-	-	1,668	(324)	1,344	-	-
DPH SOUTH ACCESS BRIDGE REPLACEMENT	-	-	-	384	-	384	-	-
DPH HAMPTON HARBOR PIER RENOVATIONS	-	-	-	1,583	(70)	1,513	-	-
DPH WATER QUALITY IMPROVEMENT- 555 MARKET STREET	-	-	-	1,919	(921)	998	-	-
							601	130

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF FEBRUARY 28, 2015

(\$ 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 02-28-15
PORTSMOUTH AIRPORT					
OBSTRUCTION MITIGATION DESIGN (FAA #49)	238	11	-	11	249
NOISE EXPOSURE MAP UPDATE (FAA #52)	148	13	161	(148)	-
PAVEMENT AND DRAINAGE RESTORATION (FAA #54)	-	2	2	-	-
RUNWAY DEMAND AND LENGTH ANALYSIS (SBG 1601)	70	6	-	6	76
ASR CONSTRUCTION PROJECT (SBG 1602)	1,089	635	-	635	1,724
AIRFIELD MARKING AND SIGNAGE (FAA #55)	8	2	10	(8)	-
PAVEMENT AND DRAINAGE RESTORATION (SBG 1603)	596	544	-	544	1,140
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	-	41	41	-	-
	2,213	1,277	297	980	3,193

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF FEBRUARY 28, 2015

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 02-28-15
SKYHAVEN AIRPORT					
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	485	11	-	11	496
TAXILANE PAVEMENT AND DRAINAGE (SBG05-2012)	-	11	-	11	11
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	<u>2,521</u>	-	<u>2,521</u>	<u>2,521</u>
	<u>485</u>	<u>2,543</u>	-	<u>2,543</u>	<u>3,028</u>
MAINTENANCE	=	=	=	=	=
ADMINISTRATION	=	=	=	=	=
COMPUTER SERVER UPGRADE	=	<u>62</u>	<u>62</u>	=	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF FEBRUARY 28, 2015

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 02-28-15
GOLF COURSE					
COURSE IRRIGATION / DRAINAGE IMPROVEMENTS	1	10	11	(1)	-
PARKING LOT RENOVATIONS	18	2	20	(18)	-
CLUBHOUSE EXPANSION (DESIGN ONLY)	7	12	-	12	19
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>60</u>	<u>80</u>	<u>(20)</u>	<u>19</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF FEBRUARY 28, 2015

(CONTINUED):

(\$ 000's)

TRADE/REPORT	BALANCE AT 06-30-14	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 02-28-15
MULTI-USE PATH	633	531	1,164	(633)	-
LAND IMPROVEMENT AND BUILDING DEMO (80 ROCHESTER)	6	4	10	(6)	-
ROUNDAABOUT- BUILDING #90	8	-	-	-	8
ROOF RENOVATIONS- 55 INTERNATIONAL DRIVE	24	150	174	(24)	-
CORPORATE DRIVE RIGHT TURN LANE	-	2	2	-	-
	671	687	1,350	(663)	8

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF FEBRUARY 28, 2015

(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 02-28-15
DIVISION OF PORTS AND HARBORS					
WATER QUALITY IMPROVEMENT	1,870	49	-	49	1,919
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
MARKET STREET TRUCK SCALE REPLACEMENT	-	78	-	78	78
FACILITY SECURITY OFFICER TRAINING	-	15	-	15	15
	<u>3,852</u>	<u>168</u>	<u>-</u>	<u>168</u>	<u>4,020</u>
TOTAL	<u>7,260</u>	<u>4,797</u>	<u>1,789</u>	<u>3,008</u>	<u>10,268</u>

LONG TERM LIABILITIES AS OF FEBRUARY 28, 2015

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

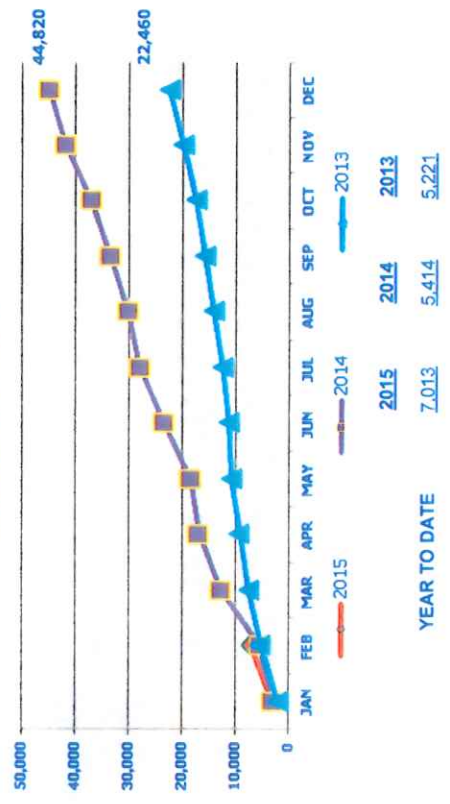
DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	THE PROVIDENT BANK @ 3.46%	THE PROVIDENT BANK @ 3.11%	CITY OF PORTS NH @ 4.50%	TOTAL DEBT
PROVIDENT BANK @ 3.46%	209	3	212	2015	209	291	116	616
PROVIDENT BANK @ 3.11%	290	760	1,050	2016	142	302	116	560
CITY OF PORTSMOUTH-WATER POLLUTION CONTROL NOTE @ 4.50%	116	465	581	2017	-	309	116	425
				2018	-	317	116	433
				2019	-	-	116	116
				2020	-	-	117	117
TENANT ADVANCES (LONZA)	20	=	20	PAID IN FY 2015	351	1,219	697	2,267
TOTAL	<u>635</u>	<u>1,228</u>	<u>1,863</u>	TOTAL	<u>212</u>	<u>1,050</u>	<u>581</u>	<u>1,843</u>

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>533</u>	<u>506</u>	<u>27</u>	<u>865</u>
FACILITIES RENT	374	381		560
CARGO AND HANGARS	102	88		154
CONCESSION REVENUES	11	3		4
FEE REVENUES	9	1		97
ALL OTHER	37	33		50
	<u>533</u>	<u>506</u>		<u>865</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	569	558	11	916
BUILDINGS AND FACILITIES MAINTENANCE	809	627	182	1,362
GENERAL AND ADMINISTRATIVE	117	116	1	180
UTILITIES	205	213	(8)	335
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	12	13	(1)	23
ALL OTHER	-	-	-	-
	<u>1,712</u>	<u>1,527</u>	<u>185</u>	<u>2,816</u>
OPERATING INCOME	<u>(1,179)</u>	<u>(1,021)</u>	<u>(158)</u>	<u>(1,951)</u>
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION AND AMORTIZATION	2,562	2,545	17	4,060
NET OPERATING INCOME	<u>(3,741)</u>	<u>(3,566)</u>	<u>(175)</u>	<u>(6,011)</u>

ENPLANEMENT DATA



YEAR TO DATE 2015 2014 2013

7,013 5,414 5,221

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 SKYHAVEN 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	<u>129</u>	<u>186</u>	<u>(57)</u>		<u>262</u>
CARGO AND HANGARS	87	98			140
FUEL SALES	42	88			120
ALL OTHER	-	-			2
	<u>129</u>	<u>186</u>			<u>262</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	34	33	1		39
BUILDINGS AND FACILITIES MAINTENANCE	61	58	3		96
GENERAL AND ADMINISTRATIVE	23	27	(4)		38
UTILITIES	22	23	(1)		29
PROFESSIONAL SERVICES	4	4	-		6
MARKETING AND PROMOTION	-	-	-		-
ALL OTHER- FUEL	36	69	(33)		90
	<u>180</u>	<u>214</u>	<u>(34)</u>		<u>298</u>
OPERATING INCOME	<u>(51)</u>	<u>(28)</u>	<u>(23)</u>		<u>(36)</u>
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION AND AMORTIZATION	160	163	(3)		275
NET OPERATING INCOME	<u>(211)</u>	<u>(191)</u>	<u>(20)</u>		<u>(311)</u>

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YTD AVE PRICE
GALLONS OF FUEL SOLD			
FY 2015	78	7,772	\$ 5.47
FY 2014	852	15,835	\$ 5.59

	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
NET CASH FLOW					
FY 2015	(51)	(2,543)	-	2,204	(390)
FY 2014	(68)	(557)	-	450	(175)
FY 2013	(81)	(106)	-	-	(187)
FY 2009- FY 2012	(418)	(419)	(100)	318	(619)
	<u>(618)</u>	<u>(3,625)</u>	<u>(100)</u>	<u>2,972</u>	<u>(1,371)</u>

(\$,000 \$)

(\$,000 \$)

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL	YEAR TO YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	5,210	5,316	(106)	7,887
RENTAL OF FACILITIES	5,152	5,279		7,827
INTEREST INCOME ON LOANS	58	37		60
	5,210	5,316		7,887
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	229	193	36	364
GENERAL AND ADMINISTRATIVE	35	508	(473)	64
UTILITIES	90	110	(20)	175
PROFESSIONAL SERVICES	-	9	(9)	10
MARKETING AND PROMOTION	-	40	(40)	20
ALL OTHER	46	51	(5)	120
	400	911	(511)	753
OPERATING INCOME	4,810	4,405	405	7,134
NONOPERATING (INCOME) AND EXPENSE	-	-	-	(3)
DEPRECIATION AND AMORTIZATION	666	638	28	1,017
NET OPERATING INCOME	4,144	3,767	377	6,120

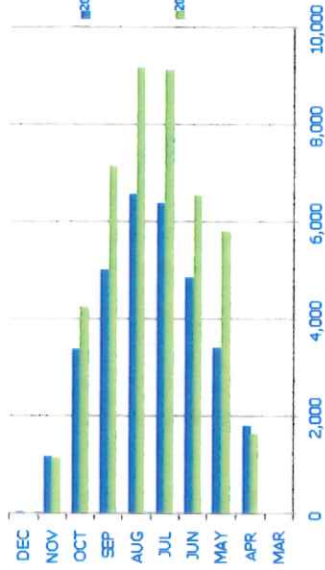
STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 GOLF COURSE

(\$ 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>1,352</u>	<u>983</u>	<u>369</u>	<u>1,899</u>	CONCESSION REVENUES	178	153	205
OPERATING EXPENSES					FEE REVENUES			
PERSONNEL SERVICES AND BENEFITS	617	564	53	827	GOLF FEES	799	522	1,033
BUILDINGS AND FACILITIES MAINTENANCE	223	207	16	319	MEMBERSHIPS	180	121	335
GENERAL AND ADMINISTRATIVE	105	96	9	156	SIMULATOR	79	80	115
UTILITIES	138	82	56	125	GOLF LESSONS	<u>9</u>	<u>6</u>	<u>16</u>
PROFESSIONAL SERVICES	7	7	-	10		<u>1,067</u>	<u>729</u>	<u>1,499</u>
MARKETING AND PROMOTION	39	17	22	54	MERCHANDISE AND OTHER	107	101	195
ALL OTHER	126	111	15	203		<u>1,352</u>	<u>983</u>	<u>1,899</u>
	<u>1,255</u>	<u>1,084</u>	<u>171</u>	<u>1,694</u>				
OPERATING INCOME	97	(101)	198	205	BUSINESS UNIT ANALYSIS			
NONOPERATING (INCOME) AND EXPENSE	(1)	-	(1)	(1)	PRO SHOP	112	178	79
DEPRECIATION AND AMORTIZATION	259	183	76	313	COURSE OPERA	983	178	1,352
NET OPERATING INCOME	<u>(161)</u>	<u>(284)</u>	<u>123</u>	<u>(107)</u>	OPERATING REVENUES	104	132	23
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)	8	(13)	56
					NET OPERATING INCOME		46	97

KEY GOLF COURSE BENCHMARKING DATA AS OF FEBRUARY 28, 2015

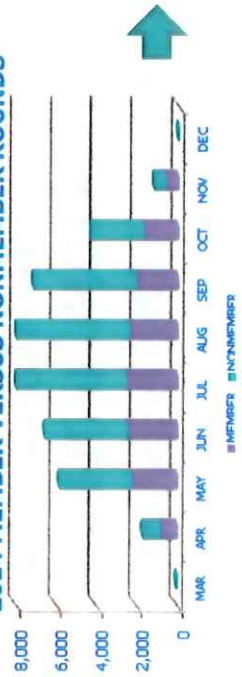
ROUNDS OF GOLF PLAYED



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

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

	FY 2015	FY 2014		FY 2015	FY 2014
GOLF SIMULATOR REVENUES			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	25,580	24,680	JANUARY	71,415	61,398
FEBRUARY	21,984	23,438	FEBRUARY	67,945	59,814
MARCH	-	26,047	MARCH	-	68,207
APRIL	-	8,206	APRIL	-	86,823
MAY	-	196	MAY	-	124,765
JUNE	-	240	JUNE	-	123,880
	\$ 79,195	\$ 115,010		\$ 911,821	\$ 1,112,721

CLUB/ COURSE FUNCTIONS	FY 2012 ACTUAL	FY 2013 ACTUAL	2013 YTD	2014 YTD
GROUPS 12-40	\$ 22,271	\$ 10,020	\$ 8,520	\$ 28,860
TOURNAMENT PLAY	135,225	109,210	90,104	127,738
LEAGUES	101,517	112,420	65,882	81,059
FOOD AND ROOM FEES	117,013	152,389	115,513	171,488

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUD	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	1,795	1,829	1,594	201	2,816	FACILITY RENTALS	357	321	276	81	538
OPERATING EXPENSES						CONCESSION REVENUE	9	3	3	6	5
PERSONNEL SERVICES AND BENEFITS	774	874	726	48	1,311	FEE REVENUE					
BUILDINGS AND FAC AND MAINTENANCE	93	170	207	(114)	272	MOORING FEES	223	236	232	(9)	350
GENERAL AND ADMINISTRATIVE	70	80	75	(5)	119	PARKING	95	98	94	1	150
UTILITIES	108	110	86	22	166	REGISTRATIONS	66	85	65	1	165
PROFESSIONAL SERVICES	15	12	15	-	18	WHARF / DOCK	277	94	178	99	190
MARKETING AND PROMOTION	1	1	1	-	2	FUEL SALES	661	513	569	92	855
ALL OTHER - FUEL	589	628	558	31	888	ALL OTHER	658	690	603	55	965
	1,650	1,875	1,668	(18)	2,776	TOTAL	1,795	1,819	1,594	201	2,816
OPERATING INCOME	145	(46)	(74)	219	40	BUSINESS UNIT ANALYSIS					
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	OPERATING REVENUES	179	209	418	698	289
DEPRECIATION AND AMORTIZATION	404	367	359	45	550	OPERATING EXPENSES (EXCLUDING DEPRECIATION)	213	172	424	300	317
NET OP INCOME	(259)	(413)	(433)	174	(510)	NET OP INC	(34)	37	(6)	398	(222)
						HAMPTON HARBOR					
						RYE HARBOR					
						PORTSMOUTH FISH PIER					
						MARKET STREET					
						HARBOR MANAG					
						ADMIN					

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 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	65	74	(9)	122	OPERATING REVENUES	15	5	10	15
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	4	4	-	9
ALL OTHER	-	-	-	-	ALL OTHER	-	-	-	-
OPERATING INCOME	21	74	21	(5)	OPERATING INCOME	5	5	10	10
NONOPERATING (INCOME) AND EXPENSE	44	-	(30)	127	NONOPERATING (INCOME) AND EXPENSE	10	-	10	5
DEPRECIATION AND AMORTIZATION	9	9	-	13	DEPRECIATION AND AMORTIZATION	-	-	-	-
NET OPERATING INCOME	35	65	(30)	114	NET OPERATING INCOME	10	-	10	5

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2015 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 RECONCILIATION		
					BALANCE_AT 02-28-2015	BALANCE_AT 06-30-2014	BALANCE_AT 06-30-2013
REVOLVING LOAN FUND							
OPERATING REVENUES	25	26	(1)	39	259	158	154
OPERATING EXPENSES					43	43	43
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	302	201	197
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-			
GENERAL AND ADMINISTRATIVE	-	-	-	-			
UTILITIES	-	-	-	-			
PROFESSIONAL SERVICES	11	12	(1)	25			
MARKETING AND PROMOTION	-	-	-	-			
ALL OTHER	-	-	-	-			
OPERATING INCOME	11	12	(1)	25			
NONOPERATING (INCOME) AND EXPENSE	14	14	-	-			
DEPRECIATION AND AMORTIZATION	-	-	-	-			
NET OPERATING INCOME	14	14	-	14			

	BALANCE_AT 02-28-2015	BALANCE_AT 06-30-2014	BALANCE_AT 06-30-2013
CASH BALANCES			
GENERAL FUNDS	259	158	154
RESTRICTED FUNDS	43	43	43
LOANS OUTSTANDING			
CURRENT	128	126	107
LONG TERM	720	809	814
	848	935	921
	1,150	1,136	1,118
CAPITAL UTILIZATION RATE	73.7%	82.3%	82.4%

CAPITAL UTILIZATION % RATE

DATE	CAPITAL UTILIZATION % RATE
SEP 11	82.4%
MAR 12	73.7%
SEP 12	73.7%
MAR 13	82.3%
SEP 13	82.3%
MAR 14	82.3%
SEP 14	82.4%

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING DECEMBER 31, 2015

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)



**BOARD OF DIRECTORS MEETING
APRIL 16, 2015**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000's)

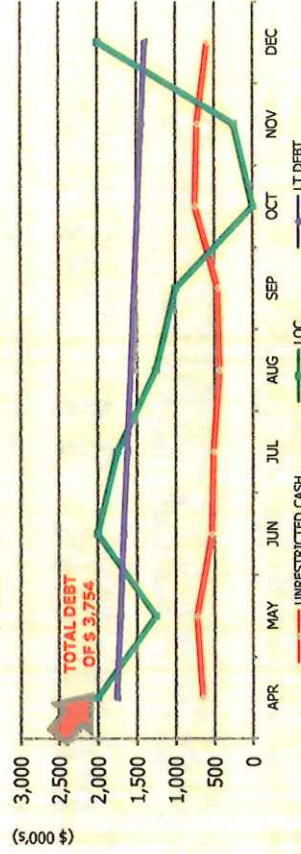
	<u>AMOUNT</u>
OPENING FUND BALANCE	256
SOURCES OF FUNDS	
TRADEPORT RELATED BILLINGS	6,375
FEDERAL / STATE GRANT AWARDS	2,488
GOLF COURSE FEE AND CONCESSION REVENUES	1,405
EXTERNAL BANK WORKING CAPITAL- NET	500
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	174
MUNICIPAL SERVICE FEE (COP)- NET	(23)
	<u>11,339</u>
USES OF FUNDS	
EMPLOYEE WAGES AND BENEFITS	3,840
CAPITAL EXPENDITURES- NON GRANT RELATED	2,782
CAPITAL EXPENDITURES- GRANT RELATED	2,671
OPERATING EXPENSES	1,305
LONG TERM DEBT RETIREMENT	405
	<u>11,003</u>
NET CASH FLOW	336
CLOSING FUND BALANCE	592

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 GRANT RELATED CAPITAL EXPENDITURES.

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.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 03-31-2015	BALANCE AT 06-30-2014
PDA UNRESTRICTED	256	957
PDA DESIGNATED	65	75
DPH UNRESTRICTED	344	296
DPH DESIGNATED	121	117
DPH RESTRICTED	782	703
TOTAL	1,568	2,148

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>256</u>	<u>652</u>	<u>720</u>	<u>531</u>	<u>510</u>	<u>432</u>	<u>455</u>	<u>745</u>	<u>720</u>	<u>256</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	-	625	95	389	90	-	1,030	96	163	2,488
TRADEPORT RELATED BILLINGS	735	650	715	700	700	735	715	725	700	6,375
MUNICIPAL SERVICE FEE (COP)	355	205	208	355	205	208	355	205	208	2,304
GOLF COURSE	75	100	225	225	240	215	175	75	75	1,405
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
SKYHAVEN AIRPORT	16	18	20	22	22	22	20	18	16	174
WORKING CAPITAL RLOC- NET	500	(750)	750	(250)	(500)	(250)	(1,000)	250	1,750	500
	<u>1,731</u>	<u>893</u>	<u>2,058</u>	<u>1,491</u>	<u>802</u>	<u>975</u>	<u>1,345</u>	<u>1,414</u>	<u>2,957</u>	<u>13,666</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	620	25	400	726	95	80	100	545	80	2,671
CAPITAL- NONGRANT (SEE PAGES #5-#8)	26	202	105	195	215	307	315	334	1,083	2,782
EMPLOYEE WAGES AND BENEFITS	514	390	400	426	415	405	475	405	410	3,840
OPERATING EXPENSES	130	140	145	120	110	115	120	110	315	1,305
MUNICIPAL SERVICE FEE (COP)	-	23	1,152	-	-	-	-	-	1,152	2,327
LONG TERM DEBT RETIREMENT (SEE PAGES #10-#11)	45	45	45	45	45	45	45	45	45	405
	<u>1,335</u>	<u>825</u>	<u>2,247</u>	<u>1,512</u>	<u>880</u>	<u>952</u>	<u>1,055</u>	<u>1,439</u>	<u>3,085</u>	<u>13,330</u>
NET CASH FLOW	396	68	(189)	(21)	(78)	23	290	(25)	(128)	336
CLOSING FUND BALANCE	<u>652</u>	<u>720</u>	<u>531</u>	<u>510</u>	<u>432</u>	<u>455</u>	<u>745</u>	<u>720</u>	<u>592</u>	<u>592</u>

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES APRIL 1, 2015 TO DECEMBER 31, 2015

4

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION- PHASE I	-	-	20	26	-	-	-	-	-	46
OBSTRUCTION MITIGATION- PHASE II	-	-	-	-	30	30	50	30	30	170
SNOW REMOVAL EQUIPMENT **	-	-	-	-	15	-	-	465	-	480
IDENTIFICATION MANAGEMENT SYSTEM**	-	-	-	100	40	35	30	30	25	260
SKYHAVEN AIRPORT										
RUNWAY REHAB AND DESIGN	7	-	-	-	-	-	-	-	-	7
RUNWAY CONSTRUCTION	613	-	300	600	-	-	-	-	-	1,513
TAXLANE PAVEMENTS (DESIGN) **	-	-	-	-	10	15	20	20	25	90
TRADEPORT										
MULTI USE PATH (GRAFTON DRIVE SECTION ONLY)	-	25	40	-	-	-	-	-	-	65
MULTI USE PATH (ROUTE #33)	-	-	40	-	-	-	-	-	-	40
TOTAL GRANT	620	25	400	726	95	80	100	545	80	2,671

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000's)

(CONTINUED):

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
TERMINAL SIGN GUIDES (ROADWAYS) **	-	-	-	-	-	-	-	-	75	75
AIRPORT HIGHWAY SIGNAGE **	-	-	-	-	-	-	25	75	-	100
AIRPORT ENTRANCE SIGN- EXETER STREET**	-	-	30	20	-	-	-	-	-	50
STORM WATER TREATMENT **	-	-	-	-	-	50	-	-	-	50
NORTH ENTRANCE WELCOME SIGN **	-	-	30	-	-	-	-	-	-	30
BUILDING DEM- 53 DURHAM **	-	-	-	-	-	-	50	-	-	50
UNDERGROUND STREET LIGHTING **	-	-	-	25	100	-	-	-	-	125
SIDEWALKS- PEDESTRIAN FACILITIES**	-	-	-	-	-	-	50	25	-	75
DRAINAGE DITCHES **	-	-	-	-	-	20	-	-	-	20
SURFACE TRANSPORTATION PLAN **	-	-	-	-	-	-	-	25	-	25
WASTE WATER TREATMENT PLANT STUDY	3	5	=	=	=	=	=	=	=	8
	3	5	60	45	100	70	125	125	75	608

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
 PROJECTED CAPITAL EXPENDITURES
 APRIL 1, 2015 TO DECEMBER 31, 2015**

(CONTINUED):

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
HANGAR I RENOVATIONS (DESIGN) ** (1)	:	:	:	:	:	10	15	:	:	25
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	:	24	:	:	:	22	:	:	58	104

NOTE:
 ** PENDING BOARD APPROVAL
 1) INELIGIBLE GRANT EXPENSE OF \$25

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000'S)

(CONTINUED):

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
GOLF COURSE										
SIMULATOR UPGRADES **	-	-	-	-	-	-	-	20	-	20
WALKING GREEN'S MOWER**	-	25	-	-	-	-	-	-	-	25
FUEL TANK PAD **	-	-	-	-	-	-	50	-	-	50
CLUBHOUSE RENOVATIONS AND EXPANSION **	23	30	45	-	-	-	20	100	400	618
GREEN TEE AREATOR **	-	26	-	-	-	-	-	-	-	26
TRIM MOWERS**	-	42	-	-	-	-	-	-	-	42
WEBSITE ENHANCEMENTS **	-	40	-	-	-	-	-	-	-	40
SERVER REPLACEMENT **	-	10	-	-	-	-	-	-	-	10
GREEN'S ROLLER **	-	-	-	20	-	-	-	-	-	20
SWEEPER / VACUM **	-	-	-	35	-	-	-	-	-	35
FAIRWAY AREATOR **	-	-	-	35	-	-	-	-	-	35
	23	173	45	90	=	=	70	120	400	921

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED CAPITAL EXPENDITURES APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000's)

(CONTINUED):

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
BATHROOM RENOVATIONS **	-	-	-	20	40	140	-	-	-	200
AIRFIELD RUNWAY RELAMPING **	-	-	-	-	-	-	25	-	-	25
ROOF REPLACEMENT TERMINAL BUILDING **	-	-	-	-	-	-	-	-	300	300
REROOFING OF HUT # 7 AND #8 **	-	-	-	-	-	-	50	-	-	50
SECURITY ACCESS SYSTEM REPLACEMENT**	-	-	-	-	-	-	-	50	-	50
NEW SECURITY DOORS- P1**	-	-	-	-	-	-	-	10	-	10
	=	=	=	20	40	140	75	60	300	635
MAINTENANCE										
AIR CONDITIONING- 7 LEE STREET **	-	-	-	40	-	-	-	-	-	40
VEHICLE FLEET- DUMP BODY **	-	-	-	-	-	-	30	-	-	30
OVERHEAD DOOR- INCINERATOR PLANT **	-	-	-	-	-	-	-	7	-	7
LOADER PLWO- ARTIC **	-	-	-	-	-	-	-	22	-	22
FORKLIFT REPLACEMENT **	-	-	-	-	-	15	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	-	-	50	50
75 ROCHESTER- FIRE ALARM **	-	-	-	-	75	-	-	-	-	75
SIDEWALK PLOW / SWEEPER**	-	-	-	-	-	-	-	-	200	200
VEHICLE FLEET REPLACEMENT **	-	-	-	-	-	50	-	-	-	50
	=	=	=	40	75	65	30	29	250	489
	=	=	=	195	215	307	315	334	1,083	2,782
TOTAL NONGRANT	26	202	105	195	215	307	315	334	1,083	2,782

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY PROJECTED RECEIPT GRANT AWARDS APRIL 1, 2015 TO DECEMBER 31, 2015

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
PORTSMOUTH AIRPORT										
OBSTRUCTION MITIGATION- PHASE I	-	-	-	-	20	-	-	26	-	46
OBSTRUCTION MITIGATION- PHASE II	-	-	-	-	-	-	30	30	50	110
SNOW REMOVAL EQUIPMENT **	-	-	-	-	-	-	-	-	78	78
IDENTIFICATION MANAGEMENT SYSTEM**	-	-	-	-	-	-	100	40	35	175
SKYHAVEN AIRPORT										
RUNWAY REHAB AND DESIGN	-	-	7	-	-	-	-	-	-	7
RUNWAY CONSTRUCTION	-	625	-	-	-	-	900	-	-	1,525
TRADEPORT										
MULTI USE PATH (GRAFTON DRIVE SECTION ONLY)	-	-	25	-	70	-	-	-	-	95
MULTI USE PATH (ROUTE #33)	=	=	70	382	=	=	=	=	=	452
TOTAL GRANT	=	625	95	389	90	=	1,030	96	163	2,488

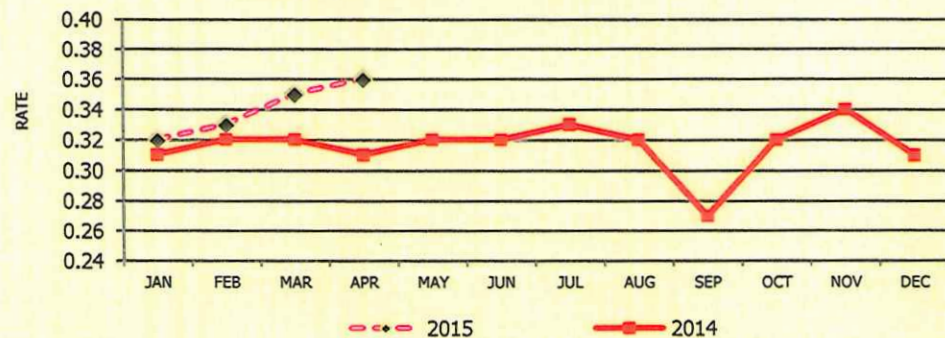
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

CREDIT FACILITIES AT MARCH 31, 2015	THE PROVIDENT BANK (RLOC)	THE PROVIDENT BANK (REVOL)
AMOUNT OF CREDIT FACILITY	5,000	2,500
AMOUNT AVAILABLE	3,500	-
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 GUARANTEE OF STATE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 03-31-2015	BALANCE AT 06-30-2014	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK- (REVOL #1)	195	351	03-14-2016	3.46
THE PROVIDENT BANK (RLOC)	1,500	2,000	12-31-2016	2.85
THE PROVIDENT BANK- (REVOL #2)	1,002	1,220	06-28-2018	3.11
CITY OF PORTSMOUTH	581	697	12-31-2020	4.50
	<u>3,278</u>	<u>4,268</u>		
WEIGHTED AVERAGE	<u>3.26</u>	<u>3.22</u>		

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a Right of Entry with VMD Systems Integrators, Inc. to use a portion of the Portsmouth International Airport at Pease Air Terminal for a period of six (6) months beginning May 1, 2015 through October 31, 2015; and to extend the term through October 31, 2019, on substantially the same terms and conditions set forth in the Right of Entry dated April 1, 2015 attached hereto.

Note: Roll call vote required

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April 1, 2015

Susan Ovalle, Senior Contracts Manager
VMD Systems Integrators, Inc.
11440 Commerce Park Drive
Suite 400
Reston, VA 20191

Re: Right of Entry for Designated Portions of the Air Passenger Terminal Building @
Portsmouth International Airport at Pease

Dear Ms. Ovalle:

1. This Right of Entry (the "Agreement") will authorize VMD Systems Integrators, Inc. (VMD) at its sole risk, to enter upon portions of the above referenced Premises (Exhibit A) effective May 1, 2015 for the purpose of utilizing a break room, an office and locker rooms and for no other use without the express written consent of the Pease Development Authority ("PDA"). Non-exclusive use areas are designated in green (the locker rooms) and VMD exclusive areas (break room and office) in blue in Exhibit A.
2. The use, occupation and maintenance of the Premises shall be; (a) except as otherwise set forth herein, without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.
3. This Right of Entry will commence on May 1, 2015 and shall continue through October 31, 2015 and thereafter extended through October 31, 2019, subject to the approval of the PDA Board of Directors and the termination rights as hereinafter set forth.

Either party may terminate this Right of Entry at any time by giving at least sixty (60) days notice in writing to the other. Said notice shall be computed commencing with the day after the date of mailing.

4. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.
5. **Insurance & Indemnification.** VMD agrees to provide PDA with proof of insurance which meet the coverage requirements set forth in Exhibit B of this Right of Entry.

Susan Ovalle, Senior Contracts Manager
VMD Systems Integrators, Inc.
April 1, 2015
Page 2

VMD's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein. VMD expressly waives all claims against the PDA for any such loss, damage, bodily injury or death caused by or occurring as a consequence of VMD's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. VMD further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of VMD's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

6. Janitorial Services - PDA will provide janitorial services to the VMD. Such services shall include sweeping, vacuuming, floor waxing and trash removal.
7. Maintenance and Utilities - PDA shall furnish utility services for lighting, heating and air conditioning.
8. The Air Passenger Terminal Building and areas behind the Portsmouth International Airport security fence are part of the Airport Security Identification Display Area ("SIDA"). VMD personnel will, to the extent as may be required, obtain security badges in order to gain access to and remain in the SIDA. While in the SIDA, escort procedures per the requirements of the Portsmouth International Airport at Pease Security Program (if applicable) must be met. Prior to accessing the SIDA, VMD personnel must undergo verification of their employment history for the past ten (10) years, attend a training class that is offered no more than once every two weeks. Information regarding SIDA requirements can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of the VMD will be allowed in the SIDA without authorized escorts unless such individuals have been issued security badges pursuant to the Pease International Tradeport Security Program. No administrative processing fee will be assessed in connection with issuing security badges to VMD personnel. However, PDA reserves the right to assess a fee for lost or unreturned badges.
9. PDA reserves the right to relocate the VMD to alternate facilities within the Air Passenger Terminal Building if such becomes necessary due to Air Passenger Terminal Building expansion plans or other business reasons. In the event relocation becomes necessary, PDA agrees it will make a good faith effort to provide the VMD with comparable facilities to the ones being occupied and utilized

Susan Ovalle, Senior Contracts Manager
VMD Systems Integrators, Inc.
April 1, 2015
Page 3

in connection with this Right of Entry.

10. MODIFICATION. This Agreement may be modified upon the mutual consent of the both parties.
11. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law or provisions or the directives of VMD or the PDA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
12. RESPONSIBILITIES.

VMD.

- A. Notify PDA in advance of future space needs including amount of space, duration and activity to take place within that space.
- B. Vacate the Premises in a timely manner upon request of the PDA.

PDA.

- A. Allow VMD to occupy the Premises and the use thereof at no cost to VMD.
- B. Notify VMD in writing if PDA wishes VMD to either vacate or pay rent for the Premises. Such notice shall be given in accordance with Section 3 of this Agreement.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the VMD to the terms of this Right of Entry and return the same to me at you earliest convenience.

Sincerely,

David R. Mullen
Executive Director

Susan Ovalle, Senior Contracts Manager
VMD Systems Integrators, Inc.
April 1, 2015
Page 4

Agreed and accepted this 30th day of March, 2015.

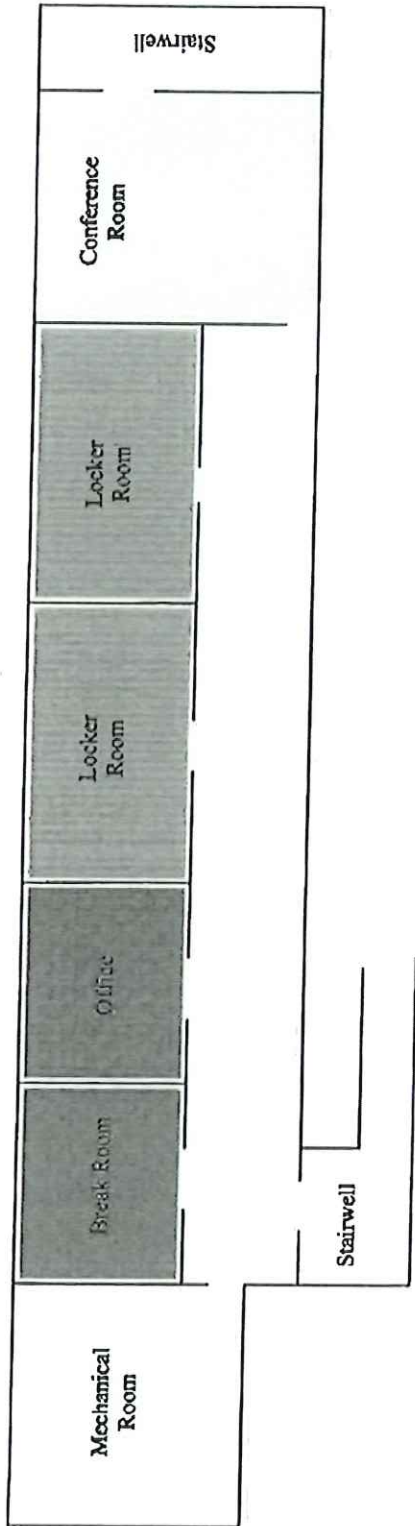
VMD Systems Integrators, Inc.

By: Susan Ovalle
Susan Ovalle, Senior Contracts Manager

cc: K. William Hopper, A.A.E, Airport Manager
Mark H. Gardner, Deputy General Counsel

EXHIBIT A

Exhibit A
PSM Terminal Building Mezzanine





VMD Areas - 
Federal Common Areas - 
PDA Areas -

EXHIBIT B



TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS
RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY AT PEASE INTERNATIONAL TRADEPORT

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

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage in a minimum amount of \$1,000,000 per occurrence and \$1,000,000 per project.
5. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA from time to time.
6. **Additional Insureds:** Pease Development Authority must be named as additional insured under all liability coverages.
7. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
8. **Waiver of Subrogation.** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
9. **Primary Insurance.** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
10. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

If you have any questions, please call the Pease Development Authority Legal Department at (603) 433-6348.

P:\INSURANCE FORMS\InsMemContractorTradeportport.doc

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute Rights of Entry with the a) Portsmouth Police Department and b) Portsmouth Naval Shipyard Department of Defense through December 31, 2015, for the purpose of conducting emergency vehicle training on a portion of the North Apron subject to coordination of training schedules with PDA Airport Operations Department.

Note: Roll call vote required

N:\RESOLVES\ROEEVTraining.wpd

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DM*
Date: April 16, 2015
Re: Sublease between Two International Group, LLC and Various Tenants

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 subleases at 2 International Drive between Two International Group, LLC ("TIG") and:

MTS Services (provider of structured cabling and audio visual services)
1,100 square feet
Use: General business office
Term: Two years

Weidema, Lavin, Grott & Riendeau, PC (financial and tax service provider)
258 square feet
Use: General business office
Term; Month to Month effective November 15, 2014

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

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

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

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

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

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MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: April 16, 2015

Re: Sublease between 222 International, Limited Partnership and Prometric, Inc

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sub-sublease between 222 International, Limited Partnership ("222ILP") and Prometric, Inc. for 3,007 square feet at 195 New Hampshire Avenue. The 222ILP/Prometric, Inc. sublease is a for a base term of three months. Prometric, Inc., a test developer and provider, will use the premises for general business offices.

The Delegation to Executive Director: Consent, Approval of Sub-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 222ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/222ILP 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.

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MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: April 16, 2015
Re: Sublease between 249 Corporate Drive, LLC and Loftware, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 249 Corporate Drive, LLC ("249CDL") and Loftware, Inc. at 249 Corporate Drive. The Sublease for 31,826 square feet is for a base term of 10 years. Loftware, Inc., an enterprise labeling solutions company, will use the Subleased 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 249CDL's continued primary liability for payment of rent and other obligations pursuant to the PDA/249CDL Lease.

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

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MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby:

- a. approves of and authorizes the Executive Director to enter into Lease Amendment No. 3 with Old Tex Mex, LLC for the Premises located at 68 New Hampshire Avenue in substantially the form attached hereto, which amendment will provide for a conditional extension of the remaining lease term from 23 years and 7 months to 40 years;
- b. authorizes the Executive Director to complete negotiations and to approve execution of a Consent of Sublessor and Agreement concerning Assignment of the Sublease ("Consent") by and between PDA, Old Tex Mex, LLC, and Cinthesys Real Estate Management LLC; and
- c. authorizes and approves such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to implement the transaction contemplated in the Memorandum of David R. Mullen, Executive Director, dated April 8, 2015, attached hereto.

Note: Roll call vote required

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Memorandum

To: PDA Board of Directors

From: David R. Mullen, Executive Director

Date: 4/8/15

Re: Assignment and Assumption of Sublease by Old Tex Mex, LLC to Cinthesys Real Estate Management LLC

Premises: 68 New Hampshire Avenue

In April 2014, the Pease Development Authority Board of Directors approved the sale of the 18,525 square foot building located at 68 New Hampshire Avenue and the assignment of the underlying ground lease to Old Tex Mex, LLC.

This sale and assignment followed the October 2013 rezoning of the subject premises from Airport Zone to Business Commercial Zone and the Lot Line Adjustment from 3.5 Acres to 5.02 Acres (Plan Record D-38389 on August 18, 2014).

At this time, Old Tex Mex, LLC has negotiated the sale of 68 New Hampshire Avenue and an assignment of the ground lease to Cinthesys Real Estate Management LLC, ("Cinthesys") a New Hampshire limited liability company. Cinthesys will lease the entirety of the Premises to IPSUMM, Inc. ("IPSUMM"). IPSUMM is a Delaware corporation focused on creative design using practiced engineering skills. A brief summary of IPSUMM is attached to this memorandum.

In order to facilitate the sale of the Premises, the Board will be asked to take the following actions at the Board Meeting on April 16, 2015:

1. Authorize and approve execution of (Sub)Lease Amendment No. 3 in substantially the form attached hereto, which amendment will provide for a conditional extension of the remaining lease term to 40 years upon construction and occupancy of a new building or building expansion; and
2. Authorize the Executive Director to complete negotiations and to approve execution of a Consent of Sublessor and Agreement concerning Assignment of the Sublease ("Consent") by and between PDA, Old Tex Mex, LLC, and Cinthesys; and
3. Authorize and approve such other action(s) and the execution of such other document(s) as the Executive Director and General Counsel deem necessary or advisable to implement the transaction contemplated in this Memorandum.



IPSUMM Inc. is a product development company focused on creative design using practiced engineering skills. Founded in 2012 from the merger of several industry leaders, IPSUMM takes concepts through an entire project's life cycle, from ideas to realities, across multiple sectors of the automation and machinery industries. IPSUMM is an innovative Boston-area company with the talent and ambition to rapidly develop new products, and sophisticated global network to deliver the goods. The company works with a diverse clientele of innovators ranging from entrepreneurial individuals to established corporations aiming to enhance proven products.



Next Generation Precision Machining (NGPM) –Machining (CNC, turning...)



I2I Engineering- Custom automation design and product development



Hudson Cutting – Industrial cutting capital equipment distribution and sales



USM America (Canada) – Capital equipment distribution, service and parts focused on shoe manufacturing

IPSUMM has been following a very aggressive business plan that includes both organic growth as well as increasing our portfolio through acquisitions. We have had double digit growth each year and plan to continue this trend. There are several projects coming to fruition in 2015 including a product launch and expansion of several of our divisions. We currently have posted for additional positions that we hope to fill within the next 30 days to support some of these initiatives.

- NGPM – (1) Scheduler & Planner
- NGPM – (2) CNC machinist
- NGPM – (1) Manager
- I2I – (2) Engineer Intern
- I2I – (1) Engineer Programmer
- Hudson – (1) Sales Associate

IPSUMM's relocation to a new facility is the next step up. This will establish our global headquarters where we can continue to build our brand. We believe in the importance of building a very active local supply chain that helps not only our needs but also the needs of the community where we live. Our company culture fosters business with integrity. We always have programs in place to ensure we "give back" this is a key part of who we are. We look forward to becoming part of the Pease community.

LEASE AMENDMENT NO. 3

Lessor: Pease Development Authority ("Lessor" or "PDA")
Lessee: Old Tex Mex, LLC ("Lessee")
Premises: 68 New Hampshire Avenue - Pease International Tradeport
Portsmouth, New Hampshire
Lease Date: September 9, 1998

This Lease Amendment No. 3 effective April 17, 2015, by and between the above referenced Lessor and Lessee:

WHEREAS, TACP Group, Inc. ("TACP") as Sublessee and Pease Development Authority, as Sublessor entered into a certain Sublease dated September 9, 1998, as amended by Sublease Amendment No. 1 effective November 1, 1999 (the "Sublease") for property located at 68 New Hampshire Avenue, Pease International Tradeport, consisting of 152,250 square feet (approximately 3.5 acres), Statutory Notice of Sublease of which is recorded at the Rockingham County Registry of Deeds at Book 3356, Page 1523 (the "Property") as assigned to Londavia, Inc. by Assignment and Assumption Agreement dated April 18, 2001 and recorded at the Rockingham County Registry of Deeds at Book 3569, Page 666, and subsequently assumed by AmSafe Bridport, Inc. with respect to land and improvements thereon situated at 68 New Hampshire Avenue, Portsmouth, New Hampshire;

WHEREAS, Aftermarket Spares & Services, LLC, successor in interest to all of the rights and obligations of AmSafe Bridport, Inc., including all of the rights and obligations under the Sublease, assigned to 68 NH Ave, LLC all of the obligations of Aftermarket Spares & Services, LLC under the Sublease by Assignment and Assumption Agreement dated December 19, 2013 and recorded in the Rockingham County Registry of Deeds at Book 5503, Page 1385;

WHEREAS, 68 NH, LLC assigned to Old Tex Mex, LLC a New Hampshire limited liability company with a principal place of business at 3510 Lafayette Rd., Ste 4, Portsmouth NH 03801, all its rights and obligations under the Sublease pursuant to and Assignment and Assumption Agreement dated August 21, 2014;

WHEREAS, on April 16, 2015 PDA approved of an assignment of the Sublease between PDA and Old Tex Mex, LLC to Cinthesys Real Estate Management, LLC, a New Hampshire limited liability company;

WHEREAS, Lessor and Lessee have agreed to modify the Lease to reflect a conditional

increase in the term of the lease, subject to the Lessee, or its successor in interest, constructing a new building or an increase in the square footage of the existing Facility, as defined in Article 2A of the Lease, of not less than 5,000 square feet. Any such construction shall be subject to Lessor's consent as set forth in Article 15 of the Lease.

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

a) Article 3, Section 3.1 Term is amended by inserting after the second paragraph which ends with (the "Extension Term(s)"), the following new paragraph:

Notwithstanding the provisions immediately above, in the event Lessee during the initial base term of the Sublease undertakes and continues with due diligence the design and construction, at its sole cost and expense, a new building or an expansion to the Facility, which expansion is contemplated in Article 2A, Paragraph 2A.1 (1) of the Sublease, then upon occupancy of all or any portion of the expansion of the Facility, Lessee and Lessor shall execute an amendment to the Lease to memorialize a new lease term not to exceed forty (40) years including all available options.

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

(REMAINING PAGE HAS BEEN LEFT BLANK)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment No. 3 made effective April 17, 2015.

Lessee: OLD TEX MEX, LLC

By: _____

Name: _____

Its: _____

Lessor: PEASE DEVELOPMENT AUTHORITY

By: _____

Name: David R. Mullen

Its: Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this ___ day of _____, 2015, before me, _____, a Notary Public in and for said County and State, personally appeared David R. Mullen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the Pease Development Authority and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public in and for said County and State
Printed Name:
My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF [_____], ss

On this ___ day of _____, 2015, before me, _____, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Old Tex Mex, LLC and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public in and for said County and State
Printed Name:
My commission expires:

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DM*
RE: Contract Reports Pursuant to PDA Bylaws
DATE: April 16, 2015

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

1. Project Name: Williams Communications Services, Inc.
PDA Obligation: \$1,050.00
Board Authority: Vice-Chairman Loughlin
Summary: For the provision and installation of a Valcom public announcement message system for use at the Airport Terminal.

2. Project Name: Pease Golf Course Website Consultant
PDA Obligation: \$1,500.00 (maximum)
Board Authority: Approved Budget Item
Summary: To hire consultant to assist staff in building the Pease Golf Course Website Request for Proposal and assist in qualifying bids received.

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QUOTE

WILLIAMS COMMUNICATIONS SERVICES, INC.

141 BANFIELD ROAD, UNIT #12

PORTSMOUTH, NH 03801

VOICE: (603)-427-2922

FAX: (603)-427-1022

To: Portsmouth International Airport at Pease
Attn: Mr. Ed Pottberg
36 Airline Avenue
Portsmouth, NH 03842

Date: 03/25/15

Williams Communications Services, Inc. proposes to provide and install a Valcom message on hold system and modules for the existing Toa 912 amplifier. The following equipment will be provided.

1	VALCOM	V-9988	Message on hold unit
1	TOA	U-11A	AUX Module
4	TOA	ML-11A	Microphone modules
1 lot	WCSI	L & T	Labor & travel

The cost of this equipment installed and guaranteed* for one year will be \$1,050.00.

*Note: Williams Communications Services, Inc. guarantees all equipment and associated labor provided by us for a period of one year. Existing equipment (your existing amplifier, wiring, etc.) is not covered under this warranty.

BY: Michael T. Demmons ACCEPTED



DATE: 4/8/15

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quote is valid for a period of 30 days, thereafter it is subject to change without notice.

TERMS: 35% Down payment is required with order (unless prior arrangements are made) and the remaining balance is due the day of completion. If special payment arrangements are made and payment is over ten days late, a monthly service charge of 2% will be added to the account until it is paid in full. Any attorney and/or legal fees accrued in obtaining payment for this contract, are the responsibility of the company, individual or organization responsible for the contract as stated above.

There is a 35% restocking fee for any canceled or returned orders. All returns MUST be authorized by Williams Communications Services, Inc. prior to returning the materials.

MEMORANDUM

To: David R. Mullen, Executive Director *DM*

From: Scott DeVito, PGA General Manager

Date: April 8, 2015

Subject: Request to hire Golf Course Website RFP Consultant

This is a request to hire Norman Whitaker, 33 Miller Ave. Portsmouth, NH 03801, to assist staff in building the Pease Golf Course Website RFP, and assist in qualifying bids received. Cost of his services is \$100.00 per hour, estimated time of 10-12 total hours, with a not to exceed total of \$1,500.00. The funds will come from the website capital dollars proposed for the golf course website project.

Thank you for your consideration.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute a contract with the United States Department of Agriculture Wildlife Service (USDA WS) from January 1, 2015 through December 31, 2015, in the amount of \$17,998.70 for the purpose of providing integrated turkey, other large bird, and animal control and monitoring services at the Airfield; all in accordance with the memorandum of Kim W. Hopper, Airport Manager, dated March 31, 2015, and attached hereto.

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


1. PDA has a long standing relationship with USDA WS stemming back to the time PDA was formed. As a part of that ongoing relationship, the USDA WS has maintained ongoing wildlife surveys, with data dating back to its first arrival at Pease. PDA does not want to interrupt this data stream.
2. The USDA WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management, to meet FAR 139 requirements. USDA is the FAA recognized authority for such required training.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\USDAWS0415.wpd

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR
FROM: KIM W. HOPPER, A.A.E., AIRPORT MANAGER
SUBJECT: USDA/WS WILDLIFE CONTROL PROPOSAL
DATE: 3/31/2015
CC: ANDREW B. POMEROY, AIRPORT OPERATIONS SUPERVISOR



In accordance with USDA WS responsibilities under 7 U.S. Code: 426-426c 46 Statute 1468; USDA WS and the FAA have entered into a Memorandum of Understanding (No. 12-34-71-0003-MOU) establishing the USDA WS as the recognized authority on wildlife hazard management at airports.

The PDA had entered into contract with USDA/WS for airport wildlife hazard management services. The contract expired on December 31, 2014 and it is important that these efforts continue to ensure the safety of the flying public as well as compliance with FAR part 139.

The USDA has proposed a new contract through FY16 in the amount of \$17,998.70. The new contract incorporates the provisions of the long standing USDA Wildlife Services Agreement, including woodchuck control, Wild Turkey control, as well as large bird and mammal control to include trapping of coyotes and fox. The contract includes the use of wildlife mitigation techniques, equipment, and training of airport staff. The \$17,998.70 is the same amount as last year and represents the PDA's share of the agreement, the other half having been funded by a cooperative agreement with the New Hampshire Air National Guard.

So far the collaborative efforts of the airport staff and USDA WS have been successful; however, we need to continue the program to ensure the continued safety of the airfield and the flying public. I recommend that the PDA accept the attached proposal as presented.

I request that you seek Board of Directors approval at their April 16, 2015 meeting to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties. Any taking of wildlife will be confined within the airport perimeter fence and in compliance with Federal and State permits. The contract's effective date is January 1, 2015 and will expire December 31, 2015.

Attached is a copy of the proposed agreement.

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

ARTICLE 1

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

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and PDA mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

PDA: Kim William Hopper, Deputy Airport Manager
Pease International Tradeport
36 Airline Avenue
Portsmouth, NH 03801

APHIS-WS: David Allaben, State Director, NH/VT
USDA, APHIS, WS
59 Chenell Drive, Suite 7
Concord, NH 03301-8548

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Pease International Tradeport Airport Manager or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Pease International Tradeport Airport Manager and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

PDA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with turkeys, other large birds and as requested mammals attracted to Pease International Tradeport in Portsmouth, New Hampshire. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by PDA. PDA will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). PDA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The PDA ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the PDA authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for wildlife and migratory birds and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.
10. To designate airport staff to conduct bird harassment activities that will be trained by WS to apply techniques to effectively keep birds from using the AOA when WS personnel are not present at the facility.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the Pease International Tradeport as described in the Work and Financial Plans. All WS activities except monitoring will be conducted solely inside the airport perimeter fence as detailed in the Work and Financial Plans. WS could potentially conduct future non-lethal harassment activities at identified and approved sites outside the airport perimeter fence upon approval by PDA if it is determined necessary. WS will provide all resources necessary for accomplishment of the program including personnel, equipment, supplies and other support materials.
2. Designate to PDA the authorized APHIS WS individual who shall be responsible For the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PDA monthly for costs incurred by APHIS WS, during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and PDA shall have the right to inspect and audit such records.
4. To provide qualified personnel to continue the conduct of control activities as outlined in the Work and Financial Plans referenced in Agreement.
5. To annually prepare a final report of activities conducted under this Agreement.

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

ARTICLE 10

PDA certifies that APHIS WS has advised PDA that there may be private sector service providers available to provide wildlife management services that PDA is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PDA does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

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

PDA Taxpayer Identification Number (TIN) 02-0440365

Pease Development Authority (PDA)

BY: _____ Date _____
David Mullen
Executive Director
Pease Development Authority (PDA)
360 Corporate Drive
Pease International Tradeport
Portsmouth, NH 03801

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

BY: _____ Date _____
David Allaben, State Director, NH/VT
USDA, APHIS, Wildlife Services
59 Chenell Drive, Suite 7
Concord, NH 03301

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

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

Planned USDA, APHIS, Wildlife Services Activities

1. WS will staff the integrated harassment program a minimum one to two working days (8-9 hours) per week for up to a 7 month period (4/1/14-10/31/14). Staffing will coincide with periods of greatest concern regarding turkey presence on the AOA and biological behaviors (flocking and movements) that pose the greatest safety concerns to air traffic. Scheduling (days and hours worked) will vary throughout the project to reduce bird habituation to harassment timing. Identified bird and mammal harassment, removal and monitoring services will also be provided as needed outside this 7 month period during the calendar year.
2. A WS Airport Wildlife Control Specialist (AWCS) shall patrol the perimeter of the AOA, attempting to keep it free of turkeys and other large birds such as Canada geese, gulls, turkey vultures and crows by pyrotechnic harassment and limited shooting to reinforce the deterrent effect of non-lethal pyrotechnics. As time and bird pressure permits, the AWCS will patrol other areas of turkey activity including: wooded area

adjacent to the North Apron, woods by Pan Am hangers, the 2 mitigated landfills, Pease Golf Course and Great Bay National Wildlife Refuge.

3. All harassment and bird removal activities will be conducted inside the perimeter fence. Bird removal (shooting) will be conducted in accordance with strict shooting protocol and only when considered absolutely safe. Shells will be retrieved by shooter. Carcasses will be disposed of in accordance with depredation permit conditions.

4. No harassment or bird removal activities will be conducted outside the perimeter fence unless non-lethal harassment is approved by PDA at specific key locations. Non-lethal harassment is recommended at identified turkey "hot spots" located outside the perimeter fence. Should PDA provide WS authority to conduct non-lethal harassment activities at these sites in the future, they will be incorporated into the project monitoring and harassment protocol.

5. As requested by PDA, WS may remove resident mammals including; coyotes, foxes, raccoons, skunks, beaver, deer and woodchucks by harassment, shooting, snares, trapping, or the use of gas cartridges as needed during the calendar year.

6. WS AWCS's will be badged or accompanied by a badged escort.

7. WS will supply all bird harassment and removal materials. The AWCS vehicle will be properly identified in accordance with established protocols and maintain appropriate materials for proper communication with the Air Traffic Control Tower.

8. Wildlife Services will provide bird harassment training as required of Pease personnel.

9. The AWCS will record and submit the date, location and number of pyrotechnics, live rounds and species of birds harassed or removed.

10. All bird removal activities will be conducted in accordance with the applicable Federal or State permit. Wildlife Services will assist Pease in renewing or amending if necessary the appropriate USFWS or State depredation permit.

11. Wildlife Services will implement additional non-lethal methods that have shown promise for use in frightening or repelling large birds. Techniques may include: 1) the hand held Avian Dissuader laser, 2) strategically placed Scare Windmills, and 3) Methyl Anthranilate (artificial grape flavoring food additive) sprayed at sections along the perimeter fence.

12. Wildlife Services will provide two annual wildlife hazard trainings classes per year.

13. A Wildlife Services representative will be a member of and attend the quarterly wildlife working group meetings.

14. Wildlife Services will provide PDA and other interested parties a summary report including recommendations of integrated harassment activities.

Effective Dates

The cooperative agreement shall become effective on 1/1/2015, and shall expire on 12/31/15.

**ATTACHMENT B
FINANCIAL PLAN
Project Financial Plan For The Conduct of an Integrated Turkey
Harassment and Monitoring Project Under a Cooperative Agreement
between
The Pease Development Authority (PDA)
and
USDA, APHIS, Wildlife Services (WS)**

**WILDLIFE DAMAGE MANAGEMENT ACTIVITIES CONDUCTED FROM 1/1/2015-
12/31/2015**

Personnel Costs	\$12,236.49
Vehicle Usage	\$ 1,304.00
Supplies/Equipment	\$ <u>615.00</u>
Subtotal (Direct Costs)	\$14,155.49
Pooled Job Cost.....	\$ 1,557.10
Program Support	\$ 2,286.11
TOTAL	\$17,998.70

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST of \$17,998.70**

Financial Point of Contact

PDA: Kim William Hopper

(603) 433-6536

APHIS, WS: Justin Gurksnis

(603) 223-6832





PEASE
AIRPORT

MANAGEMENT

36 Airline Ave. Portsmouth, NH 03801

603.433.6536

Memorandum

To: Kim W. Hopper, A.A.E., Airport Manager 
From: Sandra McDonough, Airport Community Liaison 
Date: 4/8/2015
Subj: Noise Report for March 2015

March we received a total of 3 inquiries. All three inquiries were pertaining to government owned aircraft. Two were fixed wing, non-based government aircraft training in the local area. One was a non-based, government helicopter arriving from the south.

Helicopters

- 1 inquiry from a repeat caller.
- Call was pertaining to a Cape Cod Coast Guard HU60, Blackhawk arriving from the south. The caller thought the helicopter came too close to the neighborhood due to the sound from inside the house. ATC indicated the helicopter was on course and did not fly over the neighborhood.

Fixed Wing Aircraft

- 2 inquiries from first time callers.
- One inquiry involved a government owned G2 conducting training (Touch and Go Landings). The aircraft is operated by MIT Lincoln Laboratories and is contracted by the government.
- The last inquiry is concerning a Military C-5 Galaxy based out of Westover, also conducting training (Touch and Go Landings). The caller was afraid because she thought the aircraft was so low over the city that it was going to drop a bomb. Since her business is located next to a Federal building, she thought she was in danger.

PDA Noise Report Log

For the Period: 03/01/2015 to 03/31/2015

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
1	3/4/2015	17:37	ID number 1 Greenside Ave Portsmouth, NH	ARR	HU60	Hi. I live on Greenside Avenue in Portsmouth. I have a complaint about a helicopter. It's been, because of bad weather, remarkably quiet. On Wednesday, the 4th of March, a big helicopter (it sounded large) came way too close to Greenside. The angles they take are wrong. I don't mind the what do you call it, the Coast Guard because I know there has to be a few of those helicopters. Occasionally we get one from the Navy, police surveillance for 95 or something. This is way too close to us. It's too noisy even with all of our windows sealed up and we had the rehab, extra windows and stuff. Um, so I gave you the time and date and I would appreciate a call back on helicopters. Thanks. Bye, Bye.	3/5 McDonough spoke with Ed Fish, ATCT. It was a Cape Cod Coast Guard HU60 Blackhawk. The helicopter followed the approach for runway 34 and it redirected to Taxiway A before landing. It did not appear to go near the houses on Greenside. 3/5 McDonough returned call. McDonough informed the caller it was a Coast Guard helicopter and it did not go over the houses on Greenside but the turbo engines on a HU-60 might have made it sound like it was closer than it actually was.
2	3/8/2015	19:00	ID number 160 Lafayette Rd Portsmouth, NH	TGL	G2	E-mail: A private jet has performed two low level (less than 1000ft altitude) fly-bys. It was extremely loud. The windows shaking made it difficult to hear a conversation. It was the same jet that first flew over around 1845, then again around 1900. I lived here for over 12 years and this was the loudest plane I have heard. It had an irregular approach which caused my home to smell like jet wash. Please address this issue with the pilot/aircraft owner. Thank you.	3/9 McDonough spoke with Bob Maynard with MIT. The aircraft was training at PSM from 18:30 until 19:30. It did 6 approaches varying its pattern as stated in Portsmouth's voluntary noise abatement procedures. The government owned aircraft is not required to modify its engines for Stage 3 compliance. The aircraft was flying above the regulated altitude.

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: 03/01/2015 to 03/31/2015

#	Date	Time	Caller Information	Type	Aircraft	Narratives	Follow Up
3	3/17/2015	13:15	ID number 161 Penhallow St Portsmouth, NH	ON	C5	<p>"You've got to be kidding. You should have a person on this phone." McDonough called the unknown caller back by using caller ID. The caller was concerned of a low flying airplane. She was by a Federal building and thought the aircraft was going to drop a bomb or something. She thinks it should be against the law for aircraft to fly over any city.</p> <p>McDonough verified a non-based military C-5 was training in the area. McDonough followed up with Ed Fish in the ATCT who stated there were also two FAA aircraft in the pattern performing flight checks for the Runway 16 glideslope. The active Runway was Runway 34. In order to separate the traffic, ATCT had the C-5 extend his downwind to Runway 34 on the east side of the Runway instead of the west side which is used whenever possible. Since the FAA aircraft were on the west side of the airfield set up for a Runway 16 arrival, ATCT had the C-5 extend the downwind over the water to allot enough time for the proper separation before having the C-5 land Runway 34. 3/17 McDonough spoke with the caller and explained that ATCT normally use the west side of the airfield and avoid the downtown area but did so in order to maintain good airplane separation all within the FAA regulations. A C-5 is one of the largest aircraft in the world and appears to be lower than it actually is. The caller was relieved with the information.</p>	

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

TRANSPORTATION PROGRAM CONTRIBUTIONS

TENANT	LOCATION	PEAK HOUR TRAFFIC	CONTRIBUTION		COMMENTS	IN BASELINE	LEASE EXECUTION
			LEASE REFERENCE	REFERENCED ELSEWHERE			
29 New Hampshire, LLC	29 New Hampshire Ave					X	2/24/1997
100 International Drive LLC	100 International Dr	200		\$257,000	SRA/ COP ltr		10/17/2002
110 Aviation Ave LLC	110 Aviation Ave	2	\$2,570		\$ not specified		10/11/2007
119 International LP	119 Int, 15 & 19 Rye					X	12/20/1999
177 Corporate Drive LLC	177 Corporate Dr	16	\$20,560				10/11/2007
200 International LP	200 International Dr	63					4/5/2001
200 International LP	180 International Dr	68	\$87,380	\$80,955	SRA/ COP ltr		5/15/2008
222 International LP	222 Intl Dr & 195 NH Ave					X	9/7/1999
249 Corporate Drive, LLC	249 Corporate Dr	54	\$69,390				
25, 29 Retaill LLC	25 NH Ave	93	\$119,505				
273 Corporate Drive LLC	273 Corporate Dr					X	12/4/2000
30 International Drive LLC	30 & 20 International Dr					X	9/11/1997
325 Corporate Drive II LLC	325 Corporate Dr					X	9/13/2000
75 New Hampshire LLC	50 International Dr					X	6/17/2004
75 New Hampshire LLC	75 NH Ave	211	\$271,135				1/29/2008
75 New Hampshire LLC	81 NH Ave	157		\$201,745	SRA		
Barnport LLC	27 International Dr					X	12/11/1998
Castlerock LLC	130 International Dr	40		\$51,400	SRA		8/6/2001
GOLOR Vacant	47 Durham Ave					X	11/7/2002
Delos, LLC	115 Flightline Rd	31	\$39,835				2/21/2007
Discovery Child Enrichment Ctr	30 Rye St					X	2/9/1998
Executive Hangar, LLC	120 Aviation Ave					X	2/27/1997
Fairpoint	5 Aviation					X	
Farley White Pease LLC	100 Arbooretum Dr					X	2/12/1999
Farley White Pease LLC	100 Arbooretum Dr Exp	75	\$96,375				3/1/2013
Fisher Scientific	23 Hampton St					X	9/15/1997
Freedom Ring Communications LLC	11 Manchester Square					X	3/17/1998
Freedom Ring Communications LLC	359 Corporate Drive					X	11/14/1997
Freedom Ring Communications LLC	77 Aviation Ave					X	10/31/2003
Galileo RMF (fka Air Cargo at Pease)	139 Flightline RD					X	12/15/1998
GEB, Inc.	20 Durham St					X	11/6/1995
GMR Holdings of NH, LLC	163 International Dr	0.1	\$129				7/1/2013
Granite State College	51 International Dr					X	9/23/1998
GSA	40 Oak Ave					X	
Hangar Four	200Flightline Road					X	4/17/2000
Hangar One	201 Flightline Road					X	4/7/1998

TENANT	LOCATION	PEAK HOUR TRAFFIC	CONTRIBUTION		COMMENTS	IN BASELINE	LEASE EXECUTION
			LEASE REFERENCE	REFERENCED ELSEWHERE			
Hangar Three	205 Flightline Road					X	6/1/1999
Hangar Two	203Flightline Road					X	6/1/1999
HCA	26 Manchester Sq					X	9/10/1993
Hodges - Portsmouth, LLC	73 Corporate Dr					X	7/15/1998
Intl. Assn. of Privacy Professionals	75Rochester Units 3&4		\$0			X	1/1/2011
Kanerd Development II, LLC	162 Corporate Dr	77		\$98,945	SRA/ COP ltr	X	4/2/2001
Kanerd Development LLC	164-166 Corporate Dr	152		\$195,320	SRA/ COP ltr		12/21/2000
Kingsbarns LLC	231 Corporate Dr	156	\$200,460				9/2/2004
Lonza Biologics, Inc.	101 International Dr					X	10/20/1993
Lonza Biologics, Inc.	101 International Dr Exp	130		\$167,050	SRA		1/1/2007
Lonza-Biologics- Inc. Vacant	19 Durham					X	7/12/1999
Lonza-Biologics- Inc. Vacant	75 Rochester, Unit 2					X	3/2/2005
NH Ave Retail Cener LLC	14 Manchester Square	81	\$104,085				6/28/2004
NHCTC	320 Corporate Dr					X	
Old Tex Mex LLC	68 New Hampshire					X	12/14/1998
One New Hampshire Avenue LLC	1 New Hampshire Ave					X	6/22/2001
Pease Rehab LLC	105 Corporate Dr	52	\$66,820				1/29/2010
Penobscot Bay Medical Assoc. Inc.	161 Corporate Dr					X	9/19/2000
Pioneer Aviation LLC	125 Aviation					X	12/15/1997
Pioneer International Development LLC	207 International Exp	61	\$78,385			X	5/1/2010
Pioneer International Development LLC	207 International Dr					X	11/2/2000
Pioneer New Hampshire, LLC	110 - 114 Corporate Dr					X	11/2/2000
Pioneer New Hampshire, LLC	108 Corporate Dr	6	\$7,710				9/6/2012
Port City Air, Inc.	104 Grafton Dr					X	12/5/2001
Portmarnock, LLC	230 Corporate Dr	64		\$82,240	SRA/ COP ltr		11/7/2002
Redhook Ale Brewery, Inc.	35 Corporate Dr					X	6/2/1995
Resport LLC	1 International Dr					X	12/18/1997
Seacoast Newspapers, Inc.	111 New Hampshire	77	\$98,945				12/28/2005
Seaside Associates Temporary and Permanent Placement LLC	16 Pease Blvd.					X	6/1/2011
Shaines & McEachern Company Portsmouth, LLC	282 Corporate Dr					X	6/2/2000
Sig Sauer Real Estate, Inc.	72 Pease Blvd					X	6/25/1999
Spyglass Development, LLC	30 New Hampshire					X	2001
Stellaco-Vacant	53 Durham					X	10/7/2005
Tower Hill Development LLC	183 & 185 International	182	\$233,870				1/16/2013
Two International Group LLC	2 International Dr					X	8/22/1997
US Department of State	115 & 116 Rochester					X	5/19/1992

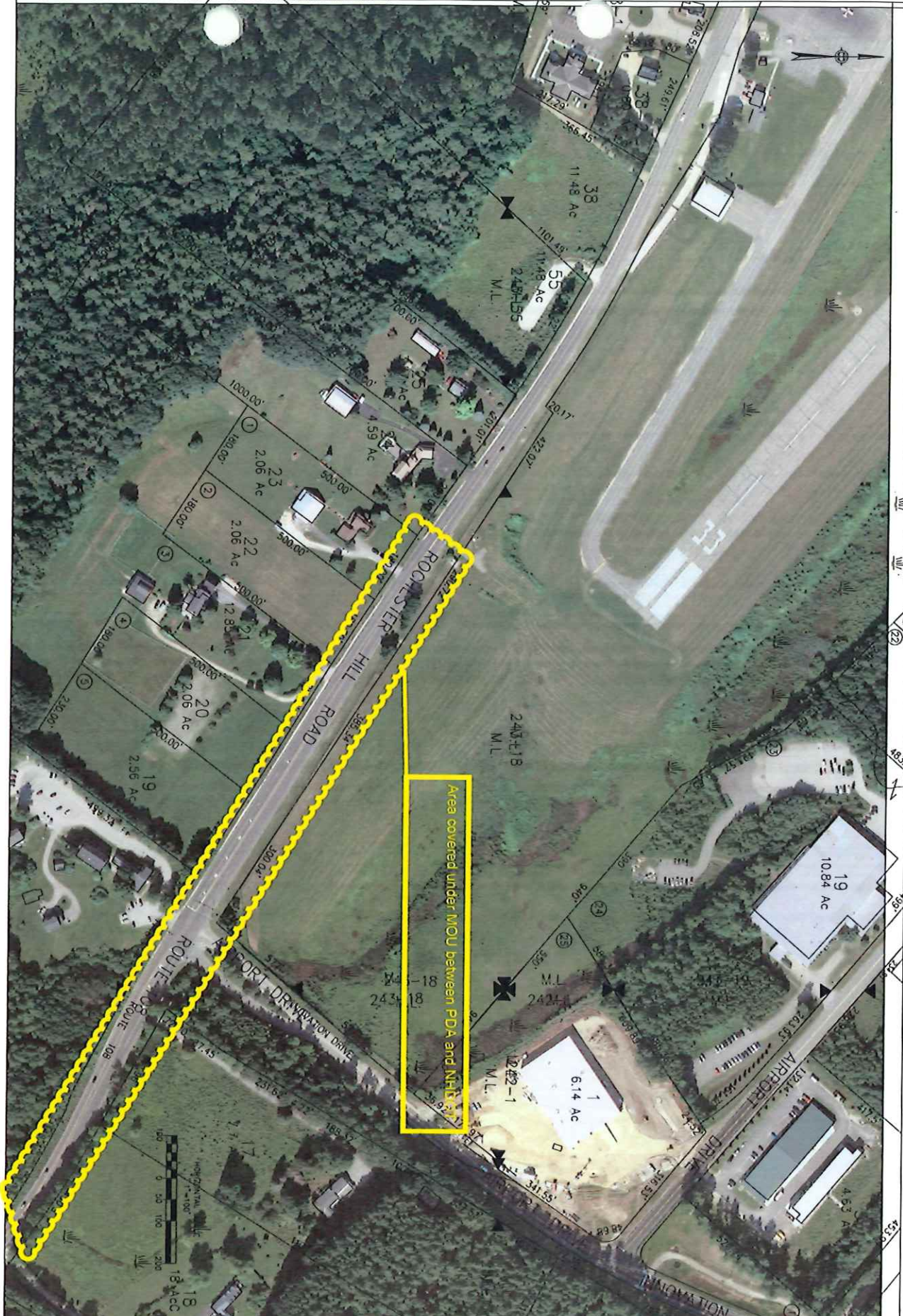
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MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: April 9, 2015
Subject: MOU between PDA and NHDOT- Obstruction Removal at Skyhaven Airport

PDA and NHDOT both have easements within the same property (owned by private owners/individuals) located to the south of Skyhaven Airport in Rochester. A Memorandum of Understanding (MOU) was drafted by PDA Staff to acknowledge each party's rights to the overlapping Skyhaven Airport Avigation Easement and the NH Route 108 right-of-way. The acknowledgement and responsibilities for each party are outlined in the MOU.

At next week's Board meeting, please report to the PDA Board of Directors that the attached MOU was conveyed to the NHDOT for signature.



Area covered under MOU between PDA and NHHS

REVISIONS		DATE	BY

SKYHAVEN AIRPORT
ROCHESTER, NEW HAMPSHIRE

RECONSTRUCT RUNWAY 15-33, EXTEND RUNWAY 15 AND TAXIWAY A, INSTALL RUNWAY 33 COALS

CLEARING IN ROUTE 108 ROW

SCALE: 1"=100'

DATE:

DESIGNED BY: JRC

DRAWN BY: JAH

JACOBS

THE EXECUTIVE PARK DRIVE
BOSTON, MA 02116
(617) 552-7200
FAX (617) 552-7195

SK-1

1 OF 1

Memorandum of Understanding

between

The New Hampshire Department of Transportation

and

The Pease Development Authority

This MEMORANDUM OF UNDERSTANDING (MOU) between the New Hampshire Department of Transportation (NHDOT) and the Pease Development Authority (PDA) recognizes the necessity and importance of removing obstructions within the NHDOT maintained Route 108 right-of-way (ROW) to the approaches at Skyhaven Airport, Rochester, NH.

PDA is the owner of Skyhaven Airport and the aviation easements associated with the Airport. As such PDA is authorized and required to maintain these airport approach surfaces by removing or trimming obstructions within the easements. The runway approaches extend beyond the airport property and include areas within the neighboring parcels. These parcels include 271 Rochester Hill Road (Book 3921, Page 68) and 287 Rochester Hill Road (Book 3351, Page 940) properties located on the southwest side of Route 108. The aviation easement on these properties allows the PDA to remove obstructions within the easement and is included in the language of the deed for each parcel.

NHDOT maintains a ROW for Route 108 that runs through PDA's easement areas. This MOA documents PDA's right to remove obstructions within the NHDOT ROW situated within the 271 and 287 Rochester Hill Road and Skyhaven property and aviation easements.

I. INTENT

THIS MOU is hereby made and entered into by the PDA and the NHDOT for the purpose of establishing a protocol associated with the rights granted to PDA to maintain and fulfill its obligations in connection with the aviation easement.

II. SCOPE OF MOU

THIS AGREEMENT is intended to acknowledge PDA's rights and obligation to remove obstructions to the Skyhaven Airport runway approaches located within the NH Route 108 right-of-way.

III. ACKNOWLEDGEMENT

NHDOT acknowledges PDA's rights and obligation to remove obstructions to the Skyhaven Airport runway approaches located within the NH Route 108 right-of-way. NHDOT also acknowledges that the easements PDA holds on parcels at 271 and 287 Rochester Hill Road grants rights in addition to obstruction clearing, and that these

additional rights will be exercised by PDA as necessary in its capacity to operate and maintain Skyhaven Airport.

IV. DATE AND TERM

THIS MOU will become effective upon signing by all parties. The Agreement shall continue in perpetuity unless terminated earlier by agreement of the Parties or due to obsolescence.

PARTIES' MUTUAL RESPONSIBILITIES

- Work cooperatively to ensure appropriate, efficient communication in support of the objectives of this agreement.

__ NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION RESPONSIBILITIES __

- Cooperate with the PDA as may be required in connection with the removal of obstructions identified to the Skyhaven Airport's runway approaches within the NH Route 108 right-of-way.
- Cooperate with the PDA as may be required when PDA exercises other rights granted by the avigation easements.

_____ PEASE DEVELOPMENT AUTHORITY RESPONSIBILITIES _____

- Identify obstructions within the NH Route 108 right-of-way
- Notify the land owners and NHDOT's District 6 engineer in writing prior to conducting obstruction removals in the NH Route 108 right-of-way
- Remove obstructions to the runway approaches with the NH Route 108 right-of-way
- Report to the NHDOT's District 6 engineer removal of the obstructions upon completion

Signed, this _____ day of _____, 201__, by:

FOR THE PEASE DEVELOPMENT AUTHORITY

Executive Director

FOR THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

Title:

MOTION

Director Lamson:

Pursuant to RSA 12-G:8 IV, The Pease Development Authority Board of Directors hereby accepts the donation for services from the Federal Highway Administration, Eastern Federal Lands Highway Division ("EFLHD") to reconstruct a portion of Arboretum Drive; and authorizes the Executive Director to enter into a Right of Entry with EFLHD to make the improvements to Arboretum Drive as part of EFLHD's project to improve the roads and parking areas at the Great Bay National Wildlife Refuge; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager- Engineering, dated April 9, 2015 attached hereto.

Note: Roll call vote required

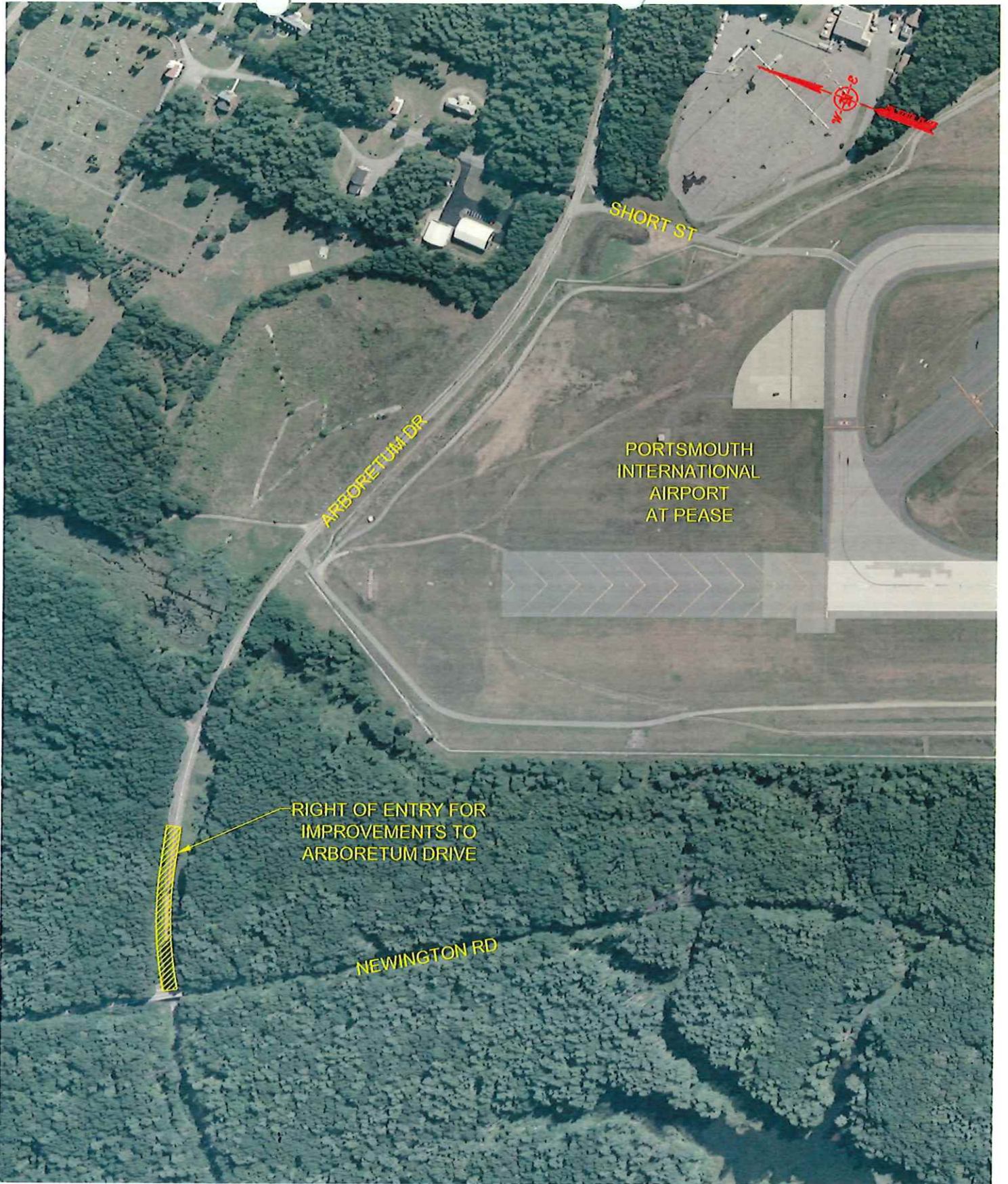
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MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: April 9, 2015
Subject: Improvements to Arboretum Drive and ROE

The Federal Highway Administration, Eastern Federal Lands Highway Division (EFLHD), has developed plans for Fish and Wildlife Services (FWS) to improve parking and roads for the Great Bay National Wildlife Refuge. The EFLHD has offered to reconstruct 500 feet of Arboretum Drive as part of this project. EFLHD is not obligated to improve Arboretum Drive because it is owned by the PDA and maintained by the City of Portsmouth. FWS believes the Arboretum work will enhance the Federal property and is willing to make the improvements. The City of Portsmouth Public Works Department has reviewed the plans and has agreed to the proposed roadway improvements.

At next week's Board meeting, please ask the PDA Board of Directors to accept the EFLHD's offer to make improvements to Arboretum Drive and to grant a Right of Entry to allow EFLHD and its agents/contractors entry to the property to conduct these improvements.



PROJECT: Right of Entry for Arboretum Dr

DESIGNED BY: MRM

DATE: 4/9/15

SCALE: 1"=400'

MOTION

Director Loughlin:

Contingent upon the FAA AIP project funds being made available to PDA, the Pease Development Authority Board of Directors hereby authorizes the Executive Director:

- (1) to apply for and accept on behalf of the PDA, a Federal Aviation Administration ("FAA") Grant Offer through the State Block Grant Program in the amount up to \$116,626.00 in AIP funding for the design of the Pavement and Drainage Rehabilitation project at Skyhaven Airport, Rochester, NH;
- (2) to apply for and accept 5.0 % of matching funds from NHDOT Division of Aeronautics in an estimated amount up to \$6,479.22;
- (3) to have PDA contribute an amount up to \$31,424.22, (equal to 5% of total eligible projects costs as well as costs for ineligible portions of the project:
- (4) to enter into a contract with Jacobs Engineering Group, Inc., PDA's provider of aviation planning and engineering services, in an amount not to exceed \$136,467.00 for design, bidding, and permitting services; and
- (5) to seek the review and input of the Skyhaven Airport Advisory Committee prior to the project being put out to bid;

all in accordance with the memorandum from Maria J. Stowell, P.E. Manager – Engineering, dated April 3, 2015, and attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Manager, Engineering *Maria*
Date: April 3, 2015
Subject: Grant for Pavement and Drainage Rehabilitation at Skyhaven Airport

PDA has submitted to NHDOT Bureau of Aeronautics an application for a grant to design a project to rehabilitate taxiway pavement and drainage infrastructure in the vicinity of Hangars 1 through 4 at Skyhaven Airport. Specifically, the proposed work includes:

1. reconstructing deteriorating portions of the existing taxiway pavement in the vicinity of hangars 1 through 4;
2. regrading portions of the taxiway to prevent runoff from entering under hangar doors;
3. installing new edge lights and signage to mark the end and edge of the taxiway;
4. widening portions of the pavement near the maintenance building to accommodate equipment turning movements;
5. rehabilitating drainage infrastructure to remove obstructions;
6. rehabilitating hangar 1 foundation and super structure.

Jacob's Engineering is proposing to prepare design, bidding and permitting documents to address the above for a cost of \$136,467. This cost has been validated through an Independent Fee Estimate and has been accepted by NHDOT. In addition to the cost of the design work, the grant will cover PDA administrative costs so that the entire project amount is estimated to be \$154,529.44 of which 129,584.44 is grant eligible. The ineligible portion of the work includes the rehabilitation of Hangar #1 foundation and superstructure. It is ineligible because the hangar is not for public use. The foundation and superstructure will be evaluated and a design will be prepared to address the deterioration of the foundation and the settlement of the structure. The total cost associated with the ineligible portion of the work is \$24,945.

If a grant is offered, FAA will support 90% of the eligible amount and NHDOT will provide 5% of the eligible amount. PDA is obligated to cover the remaining 5% of the eligible amount and all of the ineligible costs. The costs will be allocated as shown here:

FAA (90%)	\$ 116,626.00
NHDOT (5%)	\$ 6,479.22
PDA (5%)	\$ + 6,479.22
	\$ 129,584.44
PDA (ineligible)	\$ + 24,945.00
Total	\$ 154,529.44

If PDA is successful in procuring this grant, the project will be designed and bid followed by the submission of a grant application for the construction phase of this work.

At this month's Board Meeting please seek approval:

1. To accept from the FAA; through the State Block Grant Program, up to \$116,626.00 (90% of total eligible project costs) in AIP Funds;
2. To accept from NHDOT Bureau of Aeronautics up to \$6,479.22 (5% of total eligible project costs) in matching funds;
3. To expend up to \$31,424.22 of PDA funds (5% of total eligible project costs as well as the costs for the ineligible portions of the project) and;
4. Enter into a contract with Jacobs Engineering for \$136,467.

PROPOSED PROJECT SCHEDULE

- NTP: September 2015
- Data Collection (Wetlands, Topo) – Sub-consultants work was completed in 2014
- Data Collection (Soils) – November 2015
- Preliminary Design – December 2015
- Final Design – February 2016
- Permits – February 2016
- Bidding – March 2016
- Construction – September to October 2016 (depending on NHDOT grant timing)

PROJECT AREA (blue outline below)



MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$145.00 for legal services rendered to the Pease Development Authority by:

1. Sheehan Phinney Bass + Green
Through February 28, 2015 \$ 145.00

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: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$145.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$145.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$145.00

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... \$ _____

MEMORANDUM

To: Pease Development Authority Board of Directors
 From: David R. Mullen, Executive Director *DRM*
 Date: April 16, 2015
 Re: Commercial Mooring for Hire Mooring Permits

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits" adopted by the Board on November 14, 2003, I am pleased to report that PDA has approved of commercial mooring for hire permits for the following:

<u>Applicant</u>	<u>Number of Permits</u>	<u>Business</u>	<u>Date of Approval</u>
Bayview Marina, LLC	6	Marina	3/24/15
Theresa Cote	1	Shorefront tenant	3/24/15
Esther's Marina, LLC	2	Marina	3/24/15
Charles Felch	1	Shorefront tenant	3/24/15
Great Bay Marina	73	Marina	3/24/15
Great Bay Yacht Club	11	Yacht Club	3/24/15
Hampton River Boat Club	2	Boat Club	3/24/15
Phyllis Carableas Holt	1	Shorefront Tenant	3/24/15
Island Club New Castle, Inc.	1	Boat Club	3/24/15
Kittery Point Yacht Club	7	Yacht Club	3/24/15
Lamprey River Marina	6	Marina	3/24/15
Little Bay Marina	4	Marina	3/24/15
Matthew Metivier	1	Shorefront tenant	3/24/15
Mud Cove Boat Yard	1	Shorefront tenant	3/24/15
Dorothy Oliver	1	Shorefront tenant	3/24/15
Portsmouth Yacht Club	14	Yacht Club	3/24/15
Sagamore Landing Homeowners Assn	1	Shorefront Condo	3/24/15
Split Rock Cove Ltd	1	Shorefront tenant	3/24/15
Wentworth by the Sea Dockside Condominium Association	1	Shorefront Condo	3/24/15
Wentworth By the Sea Marina (Pier People LLC)	2	Marina	3/24/15

The Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits provides that:

A Commercial Mooring for Hire Permit request submitted in connection with this delegation of authority shall not be consented to and approved unless all of the following conditions are met:

1. Applicant has provided required information and documentation in accordance with NH Administrative Rule Pda 506.09(f).
2. The Director of the Division of Ports and Harbors has reviewed and recommended approval of the Commercial Mooring for Hire Permit applications

The conditions have been met.

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Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi, Director DPH
From: Tracy R. Shattuck, Chief H/M *TRS*
Re: Commercial Moorings For Hire
Date: March 18, 2015

The following have submitted re-applications for existing Commercial Moorings For Hire. Also listed is the available documentation. I recommend approval.

Bayview Marina, LLC – 6 moorings (relinquishing 4)

19 Boston Harbor Rd
Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, copy of mooring/slip lease agreement, certificate of formation with Secretary of State, map of mooring field, description of public access, copy of IRS EIN form

Theresa Cote – 1 mooring

320 Dover Point Road
Dover, NH 03820

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Esther's Marina, LLC – 2 moorings

41 Pickering Ave
Portsmouth, NH 03801

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, receipts, Marina lease agreement

Note: requested changing commercial permit #7420 to Commercial for Hire

Charles W. Felch, Sr – 1 mooring

23 Worthley Ave
Seabrook, NH 03874

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Great Bay Marine – 73 moorings

PO Box 3127

Portsmouth, NH 03802-3127

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, statement of hours and public access and services offered,
Federal form – election by a small business corporation, certificate of membership in
Marina Operators Association of America, map of mooring field

Great Bay Yacht Club – 11 moorings

c/o June Pinkham, Treasurer

PO Box 1644

Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, copy of by-laws, list of directors and officers, description of
tackle, chart of mooring field , membership directory (includes description of public
access, etc)

Hampton River Boat Club – 2 moorings

Thomas McNamara

PO Box 901

Hampton, NH 03842

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence, Constitution and
Bylaws, club Rules and Regulations, slate of officers

Phyllis Carabelas Holt – 1 Mooring

363A Dover Point Road

Dover, NH 0382-4666

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant, Power of
Attorney

Island Club New Castle, Inc – 1 mooring

PO Box 282

Newcastle, NH 03854-0282

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence

Kittery Point Yacht Club – 7 moorings

PO Box 373

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, certificate of registration by the Secretary of State, application for
registration as a non-profit, list of officers

Lamprey River Marina – 6 moorings

c/o Lou Gargiulo

3 Holland Way, Suite 201

Exeter, NH 03878-0201

Tax bill, proof of good standing Secretary of State, advertising

On file: brochure, acknowledgement of membership in a trade organization, tax map deed, map of mooring field

Little Bay Marina – 4 moorings (relinquishing 4)

423 Dover Point Road

Dover, NH 03820

Tax bill, advertising, proof of good standing Secretary of State

On file: map of mooring field, description of public access, tax map, deed

Matthew Metivier – 1 mooring

164 Shattuck Way

Newington, NH 03801

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Mud Cove Boat Yard – 1 mooring

Attn: Wayne Semprini, President

PO Box 336

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, assertion that it is used for an occupying tenant

Dorothy Oliver – 1 mooring

22 Cedar Point Rd

Durham, NH 03824

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Portsmouth Yacht Club – 14 moorings

PO Box 189

New Castle, NH 03854-0189

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, list of officers/directors

Sagamore Landing Homeowners Association – 1 mooring

c/o Murat Ergin

251 Walker Bungalow Rd

Portsmouth, NH 03801

On file: tax map, deed, condo association bylaws. Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.

Split Rock Cove, Ltd – 1 mooring

507 State St

Portsmouth, NH 03801

Tax bill

On file: tax map, deed, governing instruments, assertion that it is used for an occupying tenant

Wentworth by the Sea Dockside Condominium Association – 1 mooring

PO Box 2011

Newcastle, NH 03854-2011

On file: tax map, deed, Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.

Wentworth by the Sea Marina (Pier People, LLC) – 2 moorings

Attn: Spenser Epperson

PO Box 2079

Newcastle, NH 03854-2079

Tax bill, brochure

On file: tax map, deed, statement of rates, certificate of membership International Marina Institute, description of public access and services.

MOTION

Director Bohenko:

In accordance with the provisions of RSA 12-G:42, VIII, the PDA Board of Directors hereby adopts the Fixed Text for the following chapters attached hereto, and authorizes the Division Director to take any necessary or recommended action in accordance with RSA 541-A, in furtherance of this matter:

- a. Pda 311.01 Pilot Fee Schedule
- b. Pda 512.01 Mooring Fee Schedule
- c. Pda 610.01 Fee Schedule (State Owned Commercial Piers and Associated Facilities)
- d. Pda 710.01 (Slip Permits; State-Owned Restricted Piers)

The rules are deemed effective April 17, 2015.

Note: Roll call vote required.

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Readopt with amendments Pda 311.01 (exempt under RSA 541-A), effective 8-27-04 (Document #8148), to read as follows:

Pda 311.01 Pilotage Fees Schedule.

(a) Vessels required under Pda 304.01 to be piloted by a pilot shall pay to the pilot each applicable pilotage fee as set forth in the schedule of pilotage fees adopted pursuant to (e) below. It shall be the responsibility of the pilot to request payment and collect payment of any pilotage fee authorized under Pda 311.

(b) At least once a year the division director shall review the schedule of pilotage fees and pilotage unit rates. At any time, the division director may prepare a proposed schedule of pilotage fees and pilotage unit rates. The proposed schedule of pilotage fees and pilotage unit rates shall be distributed to each pilot and shall be made available to the public. Hereafter in this section, references to "pilotage fees" shall include "pilotage unit rates."

(c) Within 30 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, pilots or any member of the public may submit to the division director written comments regarding the proposed schedule of pilotage fees.

(d) Within 60 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, the division director shall submit a proposed schedule of pilotage fees to the authority for review and approval, either in its original proposed form or as modified after receipt of public comment.

(e) The authority may:

- (1) Adopt the approved annual schedule of pilotage fees;
- (2) Adopt the approved annual schedule of pilotage fees in part; or
- (3) Adopt the approved annual schedule of pilotage fees in part and modify the schedule in part.

(f) The authority shall make available to the public any fee schedule adopted in whole or in part under (e) above.

(g) The pilotage fees adopted by the authority shall take effect on January 1 of the following year, or within 10 days of adoption by the authority, as specified by the authority. Once adopted, the annual schedule of pilotage fees shall be mailed to each pilot and shall be attached to any new commission that may be issued to a pilot. Pilots shall charge fees only as set forth in the approved schedule.

Readopt with amendments Pda 512.01 (exempt under RSA 541-A), effective 4-1-12 (Document #10100), to read as follows:

Pda 512.01 Mooring Fee Schedule.

(a) Following adoption of a mooring fee schedule, mooring fees shall remain in effect until new fees are adopted in accordance with (b) below. At least once a year the division director

shall review the schedule of mooring fees. If the division proposes to modify mooring fees, the process shall be as described in (b) below.

(b) The following shall govern the adoption of mooring fee schedules:

- (1) The division director shall prepare a proposed schedule of mooring fees;
- (2) The division director shall publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of mooring fees;
- (3) Within 30 days of publication of notice pursuant to (2) above, any person may submit to the division director written comments regarding the proposed schedule of mooring fees;
- (4) Within 60 days of publication of notice pursuant to (2) above, the division director shall submit the schedule of mooring fees to the authority for review and approval;
- (5) The authority may:
 - a. Adopt the approved schedule of mooring fees;
 - b. Adopt the approved schedule of mooring fees in part; or
 - c. Adopt the approved schedule of mooring fees in part and modify the schedule in part;
- (6) The mooring fees adopted by the authority shall take effect on January 1 of the following year or 5 days after approval by the authority, whichever is earlier, unless the authority specifies an alternate effective date that is at least 5 days after the date of approval by the authority; and
- (7) Once adopted by the authority, the schedule of mooring fees shall be made available to any person applying for a mooring permit and to any person who requests a copy.

Readopt with amendments Pda 610.01 (exempt from RSA 541-A), effective 4-8-05 (Document #8322), to read as follows:

Pda 610.01 Fee Schedule.

(a) Following adoption of a Pda 600 fee schedule, Pda 600 fees shall remain in effect until new fees are adopted in accordance with (b) below. At least once a year the division director shall review the schedule of Pda 600 fees. If the division proposes to modify Pda 600 fees, the process shall be as described in (b) below.

(b) The following shall govern the adoption of Pda 600 fee schedules:

- (1) The division director shall prepare a proposed schedule of Pda 600 fees;

- (2) The division director shall publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of Pda 600 fees;
- (3) Within 30 days of publication of notice pursuant to (2) above, any person may submit to the division director written comments regarding the proposed schedule of Pda 600 fees;
- (4) Within 60 days of publication of notice pursuant to (2) above, the division director shall submit the proposed schedule of Pda 600 fees to the authority for review and approval;
- (5) The authority may:
 - a. Adopt the approved schedule of Pda 600 fees;
 - b. Adopt the approved schedule of Pda 600 fees in part; or
 - c. Adopt the approved schedule of Pda 600 fees in part and modify the schedule in part;
- (6) The Pda 600 fees adopted by the authority shall take effect on January 1 of the following year or 5 days after adoption by the authority, whichever is earlier, unless the authority specifies an alternate effective date that is at least 5 days after the date of adoption by the authority; and
- (7) Once adopted by the authority, the schedule of Pda 600 fees shall be made available to any person who requests a copy.

Readopt with amendments Pda 710.01 (exempt under RSA 541-A), effective 3-21-07 (Documents 8846), to read as follows:

Pda 710.01 Fee Schedule.

(a) Following adoption of a Pda 700 fee schedule, Pda 700 fees shall remain in effect until new fees are adopted in accordance with (d) below. At least once a year the division director shall review the schedule of Pda 700 fees. If the division proposes to modify Pda 700 fees, the process shall be as described in (b) below.

(b) The following shall govern the adoption of Pda 700 fee schedules:

- (1) The division director shall prepare a proposed schedule of Pda 700 fees;
- (2) The division director shall publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of Pda 700 fees;
- (3) Within 30 days of publication of notice pursuant to (2) above, any person may submit to the division director written comments regarding the proposed schedule of Pda 700 fees;

(4) Within 60 days of publication of notice pursuant to (2) above, the division director shall submit the proposed schedule of Pda 700 fees to the authority for review and approval;

(5) The authority may:

- a. Adopt the approved schedule of Pda 700 fees;
- b. Adopt the approved schedule of Pda 700 fees in part; or
- c. Adopt the approved schedule of Pda 700 fees in part and modify the schedule in part;

(6) The fees adopted by the authority shall take effect on January 1 of the following year or 5 days after adoption by the authority, whichever is earlier, unless the authority specifies an alternate effective date that is at least 5 days after the date of adoption by the authority; and

(7) Once adopted by the authority, the schedule of Pda 700 fees shall be made available to any person who requests a copy.

Pease Development Authority
Pda 700

Adopted Rule

<u>Rule Number</u>	<u>State Statute/Federal Regulation Implemented</u>
Pda 701	RSA 12-G:42, VI, VII
Pda 702	RSA 12-G:42, VI, IX
Pda 703-709	RSA 12-G:42, VI

Pease Development Authority
Pda 311-710

Adopted Rule

<u>Rule Number</u>	<u>State Statute/Federal Regulation Implemented</u>
Pda 311.01	RSA 12-G:49-a
Pda 512.01	RSA 12-G:42, VII
Pda 610.01	RSA 12-G:42, IX
Pda 710.01	RSA 12-G:42, VI, VII

MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$934.50 for legal services rendered to the Division of Ports and Harbors by:

- | | |
|--|-----------|
| 1. Sheehan Phinney Bass + Green
Through February 28, 2015 | \$ 934.50 |
|--|-----------|

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: Regulatory Issues Relatng to Port Operations

CLIENT/CASE NO. 14713-16200
BILLING ATTORNEY:Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$934.50
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$934.50

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$934.50

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: April 16, 2015
Re: Special Events

I am pleased to report on the following special events:

1. On Sunday, May 17, 2015 Madeleine's Daughter will sponsor the Bridal Miles 5k road race. Funds raised will be used to support "My Breast Cancer Support" (a New Hampshire based non-profit organization that provides support to local breast cancer patients).
2. On Saturday, September 12, 2015, Newington School Supporters will host the Fox Point Sunset 5 Mile Road Race. Funds raised will support Newington Public School programs.

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