

PEASE DEVELOPMENT AUTHORITY
Thursday, December 15, 2016

PUBLIC AGENDA
ANNUAL MEETING

Time: 10:00 a.m.

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

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: November 17, 2016*
- III. Employee Recognitions*
- IV. Public Comment
- V. Old Business
 - 1. Release of Non-Public Minutes* (Loughlin)
 - 2. Spyglass Development LLC – 30 New Hampshire Avenue* (Allard)
- VI. Golf Committee Report* (Bohenko)
 - A. Approvals
 - 1. Country Club Enterprises – Golf Cars* (Torr)
 - 2. Golf Car Rate Increase* (Lamson)
 - 3. EZ Links Reservation System* (Bohenko)
- VII. Finance
 - A. Financial Reports
 - 1. Operating Result for Four Month Period Ending October 31, 2016*
 - 2. Nine Month Cash Flow Projections to August 31, 2017*
- VIII. Leases
 - A. Reports
 - 1. 222 International, LP*
 - 2. 119 International Drive, LLC*
 - 3. Pioneer Aviation, LLC*
 - B. Approvals
 - 1. Two International Group, LLC – Lease Option* (Loughlin)
- IX. Signs
 - A. Reports
 - 1. ConvenientMD – 111 NH Avenue*
 - 2. 119 International Drive LLC – 15 Rye Street*
- X. Contracts/Agreements
 - A. Approvals
 - 1. Cross Insurance - Policy Renewals* (Lamson)

2. USDA APHIS Wildlife Control/Monitoring* (Allard)
3. Holliston Sand & Gravel - Runway Sand* (Loughlin)
4. Cryotech Deicing Technology - Runway Deicing Liquid* (Torr)
5. Nachurs Alpine Solutions Industrial - Runway Deicing Solid* (Bohenko)

XI. Executive Director's Reports/Approvals

A. Reports

1. Elections*
2. Committee Appointments*
3. PDA Holiday Schedule – 2017*
4. Golf Course Operations
5. Airport Operations
 - a) Skyhaven Airport
 - b) PSM
 - c) Noise Line Report*

B. Approvals

1. Bills for Legal Services* (Loughlin)

XII. Division of Ports and Harbors

A. Reports

1. Port Advisory Council
2. Commercial Mooring Transfer*

B. Approvals

1. Bills for Legal Services* (Torr)

XIII. New Business

XIV. Upcoming Meetings:

1. 2017 Proposed Meetings Schedule*

Finance Committee	Jan. 17, 2017 (Tuesday)	8:00 a.m.
Golf Committee	Jan. 17, 2017 (Tuesday)	8:30 a.m.
Board of Directors	Jan. 19, 2017	

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

XV. Directors' Comments

XVI. Adjournment

XVII. 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, November 17, 2016

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

I. Call to Order

Chairman Bald called the meeting to order at 8:04 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

II. Acceptance of Meeting Minutes: October 20, 2016

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the October 20, 2016 Board meeting.** Discussion: Director Lamson confirmed that as reported in the October 2016 Financial Reports that annually PDA has absorbed a total of approximately \$1.4 million in support of Skyhaven Airport (DAW) since its transfer to PDA in 2009. Disposition: Resolved by unanimous vote for; motion carried

III. Public Comment

There were no comments from the public.

IV. Old Business

No old business was brought before the Board.

V. Finance

A. Financial Reports

1. Operating Results for the Three Month Period Ending September 30, 2016

Irv Canner, PDA Director of Finance, reported on the status of the PDA FY 2017 finances for the three month period ending September 30, 2016, including a review of: the operating revenues; operating expenses; variances in wages and benefits and fuel sales; the anticipated increase in the inflation rate; changes in seasonal staffing numbers; and utilities including electricity kilowatt hours consumption. Mr. Canner reviewed the Balance Sheet, including: increase and variances in PDA's unrestricted cash balances; capital projects including Airport Terminal bathroom renovations and roof replacement; and the status of the revolving line of credit. Director Bohenko and Mr. Canner discussed the implications of the new GASB 78 pronouncement regarding tax liabilities that will take effect in FY 2018.

Mr. Canner reviewed PDA Business Units. Enplanements to date at the Portsmouth International Airport at Pease (PSM) are 50,212; DAW operating revenues and expenses through September are on budget with a net operating income of approximately \$2,000; the Golf Course's net operating income is approximately \$437,000 for the period and operating revenues are approximately \$0.1 million dollars ahead of the same period last year; rounds of golf played have increased by approximately 5% and bar and grill sales have increased by approximately 3% from the same period last year. Mr. Canner reviewed

the Division of Ports and Harbors' ("DPH") unrestricted cash balances and operating incomes. PDA will present its FY 2018/19 budget to the Legislature on November 18, 2016.

2. Nine Month Cash Flow Projections to July 31, 2017

Mr. Canner reviewed PDA cash flow projections for the nine month period ending July 31, 2017. Unrestricted cash balances are expected to reduce due to capital projects, including PSM Terminal renovations. Grant funded projects of \$7.2 million include PSM runway improvements and pavement renovations at DAW. Non-Grant funded projects are expected to cost approximately \$1.0 million. Mr. Canner reviewed the anticipated variances in PDA's cash flow. Variances in DPH's cash flow includes mooring permit fee revenues and the conclusion of the ME DOT/Long Bridge project contract in December, 2017. PDA has received authorization from the Capital Budget Overview Committee to draw funds of up to \$70,000 from the Harbor Dredging and Pier Maintenance Funds for general repairs and a preliminary study of the Barker Wharf at the Market Street Terminal.

In response to Director Lamson, Maria Stowell, P.E., PDA Manager – Engineering, reviewed the line item for drainage ditches including ongoing maintenance and enhancements of the Golf Course ditch and the Newfields ditch.

3. Revolving Loan Fund Semi-Annual Report – September 30, 2016

Mr. Canner reported that in accordance with the Economic Development Administration requirements for the Revolving Loan Fund, PDA made its semi-annual report. The fund is for the benefit of commercial fishermen. There are 23 outstanding loans and all are current. Since the fund's inception, 95 jobs were created and over 200 jobs were saved.

VI. Licenses/Easements/Rights of Way/Options

A. Approvals

1. Lonza Biologics, Inc. – Parking License Amendment

Director Lamson moved and Director Preston seconded that **The Pease Development Board of Directors authorizes the Executive Director to execute License Agreement Amendment No. 5 with Lonza Biologics, Inc. for the use of a portion of the parking area adjacent to 55 International Drive. The License is hereby extended for a period of one (1) year from November 1, 2016 through October 31, 2017, subject to all other terms and conditions of the License, as amended, remaining in full force and effect; and on substantially the same terms and conditions set forth in the License Agreement Amendment No. 5 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

VII. Leases

A. Reports

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

1. Two International Group, LLC

Two International Group, LLC entered into a sublease with A&A Search Staffing LLC for 1,367 square feet at 2 International Drive for a base term of 5 years, 3 months. Director Lamson approved the sublease.

2. 25, 29 Retail, LLC

25, 29 Retail, LLC entered into a sublease with Amedisys New Hampshire and Beacon Hospice, Inc. for 5,717 square feet at 25 New Hampshire Avenue for a base term of 5 years, 3 months. Director Lamson approved the sublease.

3. Seacoast Newspapers, Inc.

Seacoast Newspapers, Inc. entered into a sublease with Convenient MD, LLC for 10,584 square feet at 111 New Hampshire Avenue for a base term of five years. Director Lamson approved the sublease.

B. Approvals

1. Spyglass Development, LLC – 30 New Hampshire Avenue

Director Bohenko moved and Director Allard seconded that **The Pease Development Authority Board of Directors suspend the rules to allow comments by representatives of Spyglass Development, LLC regarding negotiations for the premises located at 30 New Hampshire Avenue.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

Note: PDA and Spyglass Development LLC (“Spyglass”), an entity of the Kane Company (“Kane”), are in negotiations regarding the premises located at 30 New Hampshire Avenue and occupied by Flex Energy (a subtenant of Spyglass). Spyglass is seeking to enter into a new Lease for a longer term and expand the building to accommodate Flex Energy’s space requirements. PDA is reviewing the viability of taking back the building at the end of the current lease term on July 31, 2022 to allow for the consolidation of PDA offices and the expansion of parking areas in support of the Airport Terminal.

Rob Ciandella, attorney for Spyglass, spoke regarding the status of the Letter of Intent (“LOI”) for a new lease for the Spyglass premises. Attorney Ciandella reviewed the history of the current negotiations for a new lease with a longer lease term and the expansion of the building located at 30 New Hampshire Avenue to accommodate Flex Energy including previous Board action and the status of the LOI dated October 14, 2016. Attorney Ciandella outlined three policy issues that the Board needs to resolve: 1) will the Board take back the subject building at the end of the Spyglass lease term in July, 2022; 2) should the Board reject the LOI to allow PDA to use the site for offices and expanded Airport Terminal parking; and 3) the process of negotiations with PDA. Attorney Ciandella reviewed the actions taken by Spyglass in expectation that the LOI would be signed by PDA. Attorney Ciandella requested that the Board move forward with the proposed lease as outlined in the LOI.

Michael Kane, a principal of Kane, introduced John Kane (a principal of Kane) and Mark Schnepel, owner of Flex Energy.

Mr. Schnepel addressed the ramifications to his company if the Spyglass lease terminates and the building expansion is not done. Flex Energy currently employs 75 people collectively at 162 Corporate Drive and 30 New Hampshire Avenue with plans to add 50 more employees in the future. Flex Energy needs to vacate the space at 162 Corporate Drive at the end of its sublease in June, 2017. If the 30 New Hampshire Avenue site is not expanded, Flex Energy may not be able to continue its business and may be forced to leave the area.

Mr. Kane reviewed the history of the Lease. Kane is concerned with the possibility of losing Flex Energy as a tenant and reported that Kane has expended significant fees in pursuit of the new lease and building expansion. Kane has reviewed various options that would allow Spyglass to enter into a longer

lease term and expand the building, while allowing PDA to increase its parking area for the Airport Terminal including the addition of a parking deck over the existing parking lot.

Patrick Crimmins, of Tighe and Bond, presented preliminary high level review and plans regarding the creation of a parking deck over the existing parking lot at 30 New Hampshire Avenue and expanding current parking areas around the Airport Terminal. Mr. Crimmins noted that in-depth storm water management plan, the effect on the impervious surfaces, and other studies would need to be done to see if the proposal is viable. If the building was demolished, only 580 spaces would be created on ground level. The parking deck would accommodate 650 – 700 spaces on the first deck 800 spaces on the second level with little change to the impervious footprint and property access.

Director Bohenko inquired about the costs to build the deck, what would Kane expect to pay, and what the debt service would be to PDA if such a project were bonded. Mr. Kane reported that the parking spaces would cost \$12,000 per space. Continued revenue from Spyglass for the premises would cover the cost of approximately 580 spaces. Director Bohenko reviewed the debt service and bonding costs if PDA built the parking deck.

Mr. Crimmins continued his review of the adding to surrounding parking areas that could net approximately 1,000 parking spaces. Mr. Kane felt that 3,000 or more parking spaces could be created overall without any changes to the building. Topography and wetlands studies would need to be done to determine if the parking areas could be built. Mr. Crimmins also reviewed the effect of future driverless cars on the need for less parking; and presented the Board with two articles regarding effect of the use of driverless cars on the need for parking spaces. Mr. Kane asked the Board to work on keeping Flex Energy on the Tradeport.

Attorney Ciandella thanked the Board for allowing the presentation and requested that the Board move forward with the proposed lease as outlined in the LOI.

Chairman Bald reported that the matter was being considered to be tabled until the December Board meeting to give the Board time to review the matter and to allow for further negotiations. Director Bohenko suggested that the Executive Director and PDA staff meet soon to work out their concerns and due to Flex Energy's short time frame a special Board meeting be held before the scheduled December Board meeting. Director Lamson stated her concerns about the short time frame that the staff will have to work on the matter. Chairman Bald agreed with the special meeting and asked that it be held either December 1st or December 8th.

Director Bohenko moved and Director Lamson seconded that **the Pease Development Authority Board of Directors hold a special meeting of the PDA Board of Directors on either December 1, 2016 or December 8, 2016 to review the recommendations of the PDA staff and status of negotiations with Spyglass Development LLC regarding the premises located at 30 New Hampshire Avenue. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

VIII. Signs

A. Approvals

1. Lonza Biologics, Inc. – 166 Corporate Drive

Director Preston moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby approves of the proposed sign for Lonza Biologics, Inc. at 166 Corporate Drive; all in accordance with the memorandum of Maria J. Stowell, PE, Manager – Engineering dated November 3, 2016 and attached hereto. Discussion: Director Loughlin**

commended Maria Stowell and the Board for setting the tone regarding the style of signs allowed on the Tradeport. Director Bohenko suggested that the Board consider the use of a "consent agenda" for items, such as a sign approval, instead of approving individual motions similar to the process the Portsmouth City Council uses. Director Torr agreed and Chairman Bald felt it should be considered. In response to Director Allard, Ms. Stowell confirmed that signs can equal up to 200 square feet in size per lot. Ms. Stowell reported that PDA has a policy that allows for minor revisions to existing signs with a Director's approval. Disposition: Resolved by unanimous vote; motion carried.

IX. Contracts/Agreements

A. Approvals

1. Fred C. Church, Inc.

Director Bohenko moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind Workers Compensation insurance coverage for the Pease Development Authority to be provided by MEMIC and brokered by Fred C. Church Insurance ("Church") for the period of 12/31/16 through 12/31/17 in the projected amount of \$66,329; all in accordance with the Insurance Proposal prepared by Church and the memorandum of Mark H. Gardner, Deputy General Counsel, dated November 10, 2016 attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

X. 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. Three courses are still open. Work is being done on the lower 9 course and play will be reduced to 18 holes for one week. The upper nine will then remain open until December 11th. Golf Maintenance crews are working on the irrigation systems and the Golf Shop is ramping up for the simulator play and promotional sales. The "Pay Now, Play Now" program ends December 31st.

2. Airport Operations

Andrew Pomeroy, Airport Operations Supervisor, reported on aviation activities.

a) PSM

The FAA completed its annual certification inspection of the Airport. The inspection was successful. Mr. Pomeroy commended the Maintenance and Airport Operations staff for their efforts. Enplanements including 31,000 charter passengers, have reached 54,700. Allegiant Airlines is starting services to Clearwater – St. Petersburg on November 17 and services to Punta Gorda on November 18, 2016.

b) Skyhaven Airport

Winter preparations are ongoing at Skyhaven Airport.

c) Noise Line Report

Seven people called a total of 58 times regarding noise concerns; fifty-four calls dealt with helicopter activities and four calls dealt with fixed-wing military aircraft.

Director Lamson noted that several concerned individuals attended the Noise Compatibility meeting. Mr. Pomeroy felt that staff was able to address a number of the public's concerns. Director Lamson commended Sandra McDonough, Airport Community Liaison, for her work.

B. Approvals

1. Airport Maintenance Positions

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 two full time positions in the Airport Maintenance Department including:**

- a. Airport Terminal Custodial Supervisor
- b. Equipment Operator

and to immediately fill said positions with appropriately qualified candidates; all in accordance with the memorandum of Alan Weston, Airport Maintenance Manager, dated November 4, 2016 attached hereto. Discussion: Director Bohenko inquired about the duties of the custodial supervisor position. Mr. Mullen explained that due to the increased traffic in the PSM Terminal the custodial work has increased. Two employees were responsible for custodial work on the interior and the building exterior. The coverage is not sufficient coverage due to the need to have coverage 24 hours a day. The employees are badged and can respond to security concerns. TSA requires a two minute response time for any activity in the Terminal regarding a flight. The employees are cross-trained to do a number of other tasks, such as clearing the sidewalks and facilitating passengers through the Terminal. The supervisor will provide supervisory and custodial duties. PDA reached out to Twinns Janitorial, PDA's current buildings custodial provider, to determine if contracting the Terminal custodial services would be cost effective. It was determined that cost savings would be realized if PDA provided the services. Mr. Mullen reported that Al Weston, Maintenance Supervisor, is scheduled to retire in July, 2017. Frannie Frank, Equipment Operator, will take over maintenance management responsibilities and needs to begin training in the management position. The new Equipment Operator will fill Mr. Frank's current position. Director Bohenko confirmed that it will be a net zero hire. Disposition: Resolved by unanimous vote; motion carried.

2. Bills for Legal Services

Director Loughlin moved and Director Preston seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$27,614.67 for legal services rendered to the Pease Development Authority by:**

Donahue Tucker & Ciandella, PLLC Through September 30, 2016	\$ 87.50	
Kutak Rock LLP Through September 30, 2016	\$ 398.77*	
	\$ 18,244.64	
Sheehan Phinney Bass + Green Through September 30, 2016	\$ 8,883.76	
	Total	<u>\$27,614.67</u>

***Note: The City of Portsmouth will pay the remaining balance.**

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

XI. Division of Ports and Harbors

A. Reports

1. Port Advisory Council

Geno Marconi, Division Director, reported that the Port Advisory Council met on November 9, 2016. Mr. Marconi updated the Council on the Sarah Long Bridge construction project. The Council received a report on fisheries activities and the mooring permit program. No action was taken by the Council.

Mr. Marconi reported that the Isles of Shoals Steamship Company ("ISSCO") has again entered into a parking agreement with the City of Portsmouth to allow City employees to use 40 parking spaces on the ISSCO lot for parking during the winter.

Mr. Marconi reported that eight year round part-time DPH employees and one full-time employee are veterans. Grant Nichols, Deputy Chief Harbor Master, is in the Air National Guard. Whit Anderson, DPH Interim Operations Manager, a member of the Army National Guard. Mr. Anderson recently received a meritorious promotion to the rank of E-4.

XII. New Business

No new business was brought before the Board.

XIII. Upcoming Meetings

Chairman Bald announced that the next regularly scheduled Board Meeting will be held on December 15, 2016 and is the Board's Annual Meeting. The meeting will begin at 8 a.m. unless otherwise posted.

XIV. Directors' Comments

Director Torr suggested that the Board members tour the new Wentworth-Douglass facility at 73 Corporate Drive. Director Preston thanked everyone for their well wishes and cards.

XV. Adjournment

Director Bohenko moved and Director Allard seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 9:19 a.m.

XVI. Press Questions

No members of the press were at the meeting.

Respectfully submitted,


David R. Mullen
Executive Director/Secretary



55 International Drive, Portsmouth, NH 03801

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director *DRM*

Date: December 15, 2016

Re: Employee Recognition

The following employees are to be recognized for their years of service to the Pease Development Authority:

20 years (certificate, name entered on PDA plaque and \$100 bill)

Mark Gardner Deputy General Counsel

15 years (certificate and \$50 bill)

Dave Curtis Airport Maintenance

Jim Thurlow Airport Maintenance/Skyhaven

10 years (certificate and \$50 bill)

Ed Pottberg Airport Security Coordinator

MOTION

Director Loughlin:

Having determined that pursuant to NH RSA 91-A:3 the divulgence of a portion of the non-public minutes of October 20, 2016 related to Spyglass Development, LLC will not: a) likely affect adversely the reputation of any person other than a member of the body or agency itself; or b) render the proposed action ineffective; or c) pertain to terrorism, the PDA Board of Directors hereby determines to release said minutes to the public.

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MOTION

Director Allard:

The Pease Development Authority Board of Directors resolves as follows:

to direct the Executive Director to suspend negotiations with Spyglass Development LLC with respect to the Letter of Intent dated October 14, 2016 for the premises located at 30 New Hampshire Avenue and, without waiving any existing terms and conditions, permit the Lease Agreement to expire by its terms on July 31, 2022.

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PARKING FACILITY - PSM AIRPORT FINANCIAL OVERVIEW

ASSUMPTIONS:

- FACILITY (\$10,520,000)
 - 400 SPACE FACILITY
 - COST PER SPACE \$26,300
 - CREDIT CARD COLLECTION SYSTEM

- FINANCING
 - DURATION OF 20 YEARS
 - FIXED RATE 4.75%
 - ANNUAL FUNDING (P+I) \$816,000

- ESTIMATED ANNUAL OPERATING COSTS (\$34,000)
 - ELECTRICITY (LIGHTING / ELEVATOR)
 - SNOW REMOVAL, SECURITY AND OTHER

REVENUE OFFSET	OPTION 1	OPTION 2	OPTION 3
COST PER DAY	\$ 3.00	\$ 5.00	\$ 7.75
CAPACITY FACTOR	75%	75%	75%
TOTAL ANNUAL REVENUE	\$ 328,500	\$ 547,500	\$ 850,000
ANNUAL FUNDING OBLIGATION	850,000	850,000	850,000
FUNDING DEFICIENCY	\$ (521,500)	\$ (302,500)	\$ -

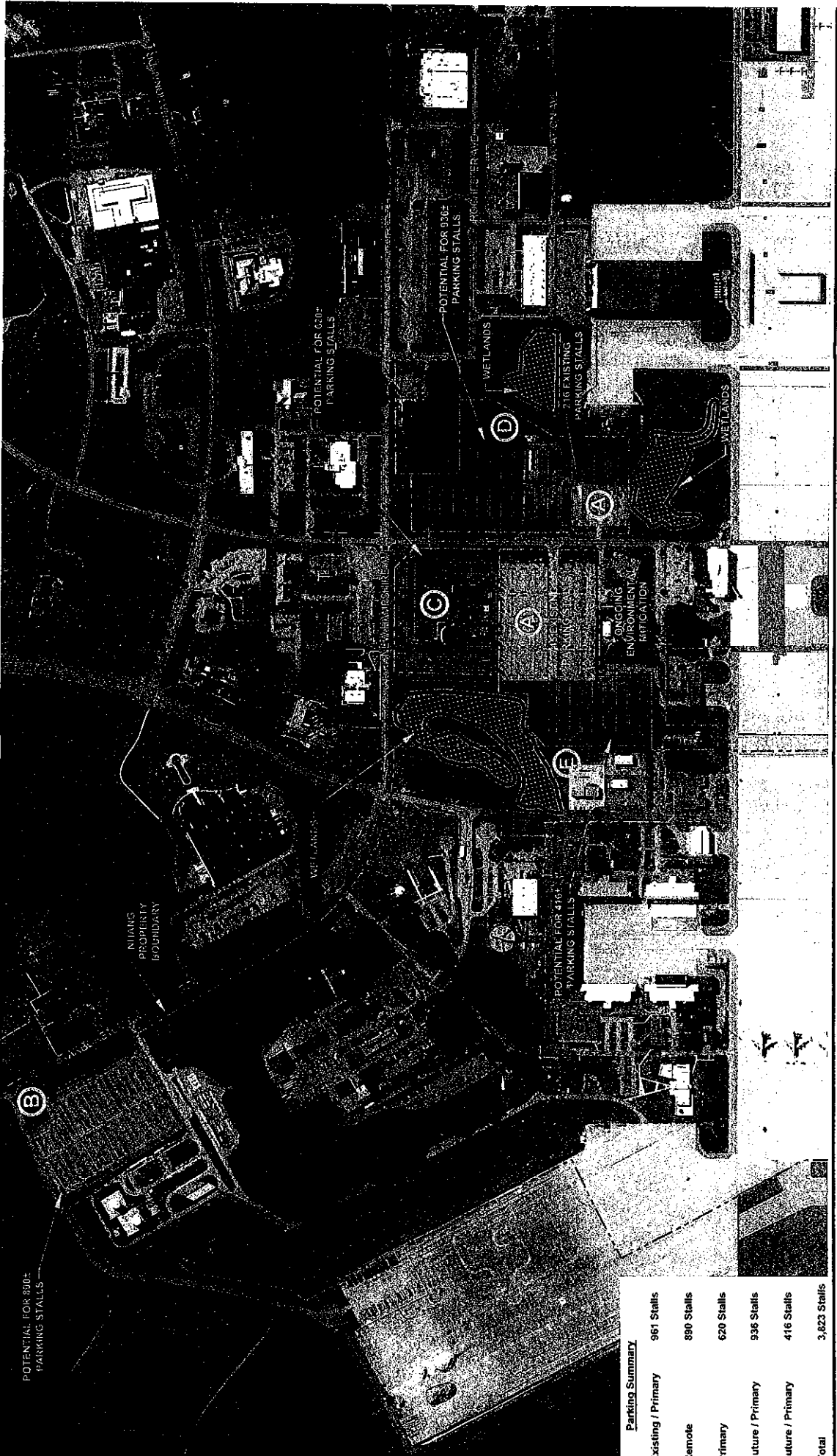


Table 1. The Construction Cost of a Parking Space.

City	Construction Cost per Sq Ft		Construction Cost per Space	
	Underground \$/sq ft (1)	Aboveground \$/sq ft (2)	Underground \$/space (3) = (1) × 330	Aboveground \$/space (4) = (2) × 330
Boston	95	75	31,000	25,000
Chicago	110	88	36,000	29,000
Denver	78	55	26,000	18,000
Honolulu	145	75	48,000	25,000
Las Vegas	105	68	35,000	22,000
Los Angeles	108	83	35,000	27,000
New York	105	85	35,000	28,000
Phoenix	80	53	26,000	17,000
Portland	105	78	35,000	26,000
San Francisco	115	88	38,000	29,000
Seattle	105	75	35,000	25,000
Washington, DC	88	68	29,000	22,000
Average	103	74	34,000	24,000

Source: Rider Levett Bucknall, *Quarterly Construction Cost Report, Third Quarter (2012)*.

These estimates refer to the cost of *constructing* a parking space. For an aboveground garage, the land beneath the garage is another cost. Underground garages also occupy space that could be used for other purposes, such as storage and mechanical equipment, and the opportunity cost of this space has been called the underground land value.² Because numbers in Table 1 do not include the cost of land, they underestimate the total cost of parking spaces.³



DESIGNED BY: MRM DATE: 12/2/16 SCALE: 1"=500'

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

PROJECT: Conceptual PSM Terminal Parking Plan

PEASE DEVELOPMENT AUTHORITY

Parking Summary	
Existing / Primary	961 Stalls
Remote	890 Stalls
Primary	620 Stalls
Future / Primary	936 Stalls
Future / Primary	416 Stalls
Total	3,823 Stalls

**PEASE DEVELOPMENT AUTHORITY
GOLF COMMITTEE**
Thursday, December 15, 2016

AGENDA

COPY

Time: 8:00 a.m.
**Place: 55 International Drive, Pease International Tradeport
Portsmouth, New Hampshire**

AGENDA

- I. Call to Order (Bohenko)
- II. Acceptance of Minutes: September 12, 2016*
- III. Public Comment
- IV. Old Business
 - A. Reports
 - 1. Clubhouse Dining Room/Kitchen Improvements*
 - B. Approvals
 - 1. Country Club Enterprises - Golf Cars* (Allard)
 - 2. Golf Car Rate Increase* (Bohenko)
 - 3. EZ Links Reservation System* (Allard)
- V. New Business
- VI. Upcoming Meetings:
 - Board Meeting December 15, 2016 – **Annual Meeting**
- VII. Adjournment
- VIII. Press Questions

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


MOTION

Director Torr:

In accordance with the recommendation of the Pease Development Authority Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Country Club Enterprises of Wareham, MA, in the amount of \$66,420 per year for a period of five (5) years (including an option to terminate the Contract at the end of four (4) years at the sole discretion of the PDA) for the lease and servicing of 90 electric golf cars as described in the memo by Scott DeVito, Golf Course General Manager, dated December 6, 2016 attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director 

From: Scott DeVito, PGA General Manager

Date: December 6, 2016

Subject: Golf Car Lease

This memo is a request to agree to a 5 year lease, with option to terminate after 4 years, to provide 90 golf cars and service agreement with Country Club Enterprises, 2D Express Drive, Wareham, MA 02571. There were three companies that submitted bids.

Company	Annual Cost
Country Club Enterprises	\$66,420
Yamaha Golf	\$72,225
Five Star Golf Cars	\$77,850

Country Club Enterprises will be providing their Precedent i2 golf car: The golf cars will be equipped with 6 – 8 volt batteries, with a single adapter battery filling system. Their new E.R.I.C. battery charger draws 22% less amps, reducing consumption needed on a daily basis. Golf cars will be equipped with sweater baskets, divot sand buckets, windshields, canopy top that channels water away from the customer to the rear of the car, and USB ports so customers can charge either a phone or tablet when using.

Country Club Enterprises will be scheduling a weekly inspection and maintenance person to keep the fleet fully operational during the lease period. They will also be providing rental cars for our larger events at a cost of \$30 per car. A savings of \$20 per car.

Thank you for your consideration in this matter.

MOTION

Director Lamson:

In accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Pease Golf Course to implement rate increases for players' use of the Golf Cars effective March 1, 2017; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated December 9, 2016 attached hereto.

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55 International Drive Portsmouth NH 03801

MEMORANDUM

To: PDA Board of Directors

From: David Mullen, Executive Director

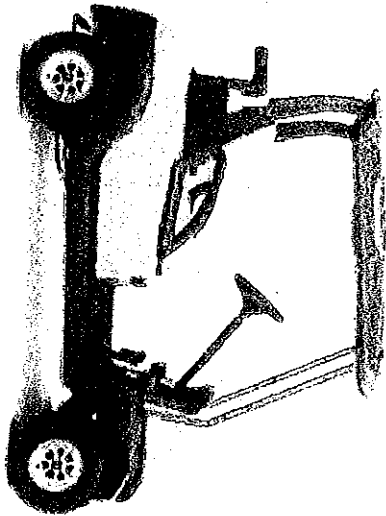
Date: December 9, 2016

Re: Request to increase golf car fees

We are requesting approval to increase the Pease Golf Course golf car rental rate.

The current fee for an individual to ride 18 holes is \$17, the fee for an individual to ride 9 holes is \$13. We would like to increase the 18 hole fee to \$18 for an individual rider, and to \$14 for an individual to ride 9 holes. The increase will add an estimated \$20,000 of new revenue, which will assist in offsetting the increase of the annual golf car lease which went from \$61,650 to \$66,420. The requested fee increase would go into effect March 1, 2017. The increased pricing is also within the current fee range of courses on the Seacoast, \$18-\$20 for an individual ride 18 holes, and \$12 - \$14 for 9 holes.

If you have any questions, please do not hesitate to contact me.



From its handsome 360° wrap-around bumper to its cockpit-like interior...from its commanding powertrain to its spacious bagwell, the Precedent i2 golf car makes a real statement. It delivers good looks, performance and years of trouble-free service. Like all Precedent golf cars, it's built on our rustproof, corrosion-resistant AlumiCare™ frame.



The golf car that makes a difference.

Meet **ERIC**: Your New Battery Valet

PRECEDENT BATTERY ELECTRIC GOLF CARTS

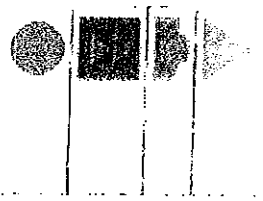
No-excuses Charging Keeps Your Precedent® 12 Ready to Roll

Meet ERIC, the Precedent electric golf car's new charger.

ERIC's best-in-class features and functionality are built into a smaller, lighter package designed to communicate with you through a series of audio and visual alerts.

ERIC outsmarts common user errors and delivers virtually fail-safe charging by:

- Issuing three beeps when the car begins charging, so you know it's powering up before you head into the house.
- Using status lights to assure you that the car is receiving AC power. Not getting AC power is the number one cause of charger errors.
- Notifying when the car is fully charged.
- Alerting you when there's a problem with the charger.
- Continuously monitoring the battery pack after charging and delivering juice as needed. This is especially great if you use your golf car infrequently or sit a vacation home.
- Alerting you through an LED dash light when the battery pack falls to 20% then 10% charge, so you won't get stranded.
- Warning even during voltage sags.



Global, Reliable and Energy Efficient

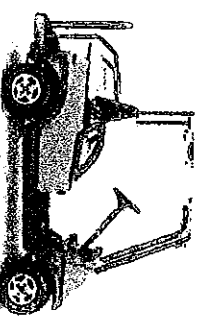
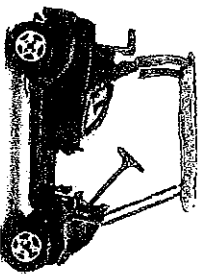
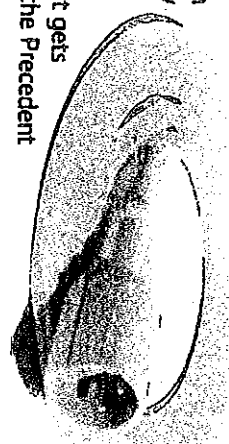
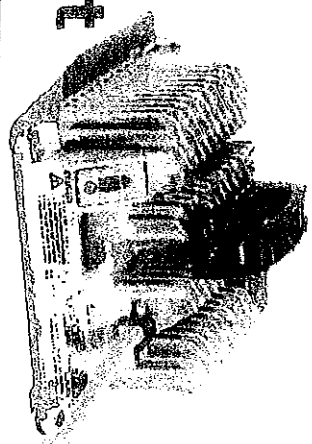
Since ERIC offers the widest voltage range in the industry (85-270 volts), it works globally and keeps charging even during voltage fluctuations.

ERIC also reduces your energy consumption. It gets up to 91% efficiency, a full 10% higher than the Precedent golf car's former charger.

And it's enclosed in a strong, sealed aluminum housing that wards off the dust, dirt and water often found in garages.

Weighing in at just eight pounds, ERIC is also smaller, lighter and easier to move and mount.

With ERIC, your golf car is ready when you are.



ERIC is standard on all 2-passenger and 4-passenger Precedent electric golf cars manufactured after Sept. 9, 2013. The system cannot be used on older Precedent golf cars equipped with on-board computers.



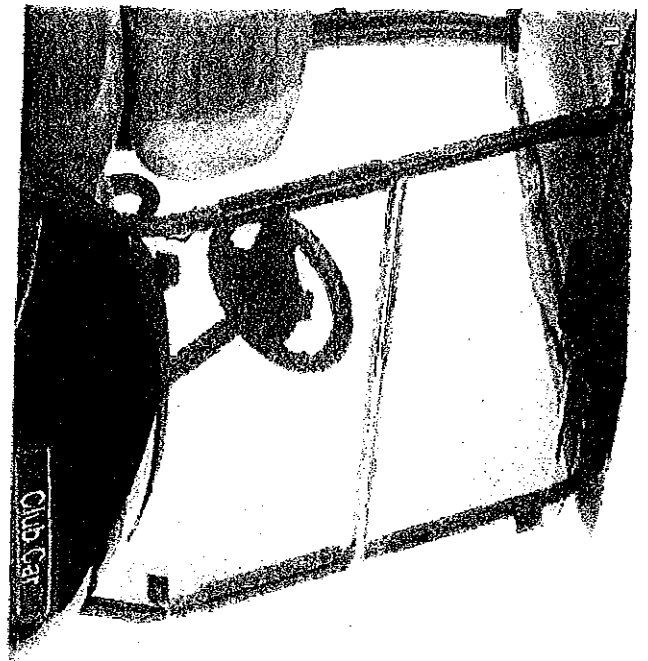
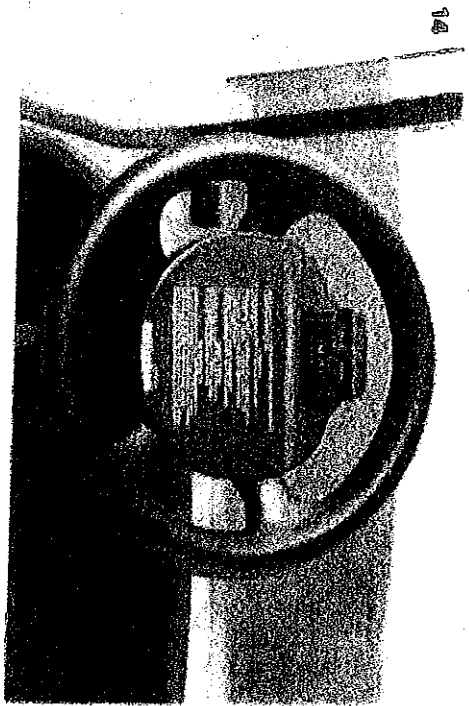
Club Car is a registered trademark of Ingersoll Rand. ERIC is a registered trademark of Ingersoll Rand. Precedent is a registered trademark of Ingersoll Rand. © 2013 Ingersoll Rand. All rights reserved.



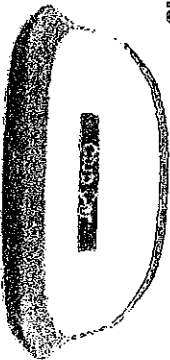
Want an even more polished vehicle? Start with the sophisticated Precedent 12 golf car and add the Signature Edition package. It includes:

- Tinted/striped windows
- Choice of burrwood or leather floor mats
- Choice of seven stripe colors
- Sport Comfort Grip steering wheel
- A wider range of colors
- Seats: Three with Signature edition wheel covers (not shown) Five are the speed option (Electric Accelerator 18 mph speed option (EAS))

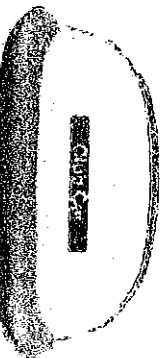
The package is available on the Precedent 12 and the Precedent 12 Villager 4.



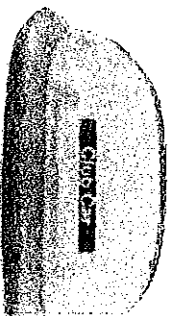
- Black
- Blue
- Gold
- Green
- Light Blue
- Orange



White Signature



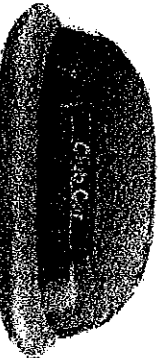
Blue Signature



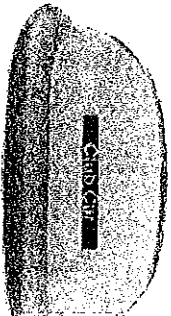
White Blue Signature



Classic Blue (Standard)



Dark Green (Standard)



Red Signature



MOTION


Director Bohenko:

In accordance with the recommendation of the Pease Development Authority Golf Committee, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into the contract with EZLinks of Chicago, IL in an annual amount of \$9,936, and a one-time subscription fee of \$500 (a total cost of \$10,436 for the first year) for a web-based reservation/marketing system; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated December 8, 2016 attached hereto.

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

1. EZLinks is the successor company to Integrated Business Solutions ("IBS"), the original supplier of the software;
2. EZLinks is the only company that provides software that will interface with IBS systems;
3. It is cost effective to continue using the current system instead of purchasing a new system.

MEMORANDUM

To: David R. Mullen, Executive Director 

From: Scott DeVito, PGA General Manager

Date: December 8, 2016

Subject: EZ-Links Online Reservation/Marketing System

This memo is a request to change to the EZ-Links Web-Reservation system. The course has been using Integrated Business Solutions, or IBS, software since 2004. EZ-Links purchased IBS and has launched a new Web-Reservation platform with an added marketing module. The EZ-Links online platform is the only reservation system IBS will allow to interface with their point of sales software. There are other providers of online systems, but the course would have to purchase a new point of sale system which we do not feel would be cost effective.

The system is much easier for the customers to navigate the online tee reservation platform, and gives the course the ability to visually show the daily dynamic pricing Pease offers each day. The marketing module piece allows us to promote current Golf Shop sales, Grill 28, bundle items together, and to capture more customer data.

The cost difference of \$1,119 and a onetime subscription fee of \$500 will be covered in the golf course O&M budget marketing line item.

Current Service	Annual
IBS Support	3,726
IBS Subscription	3,300
IBS Web Fees	2,388
IBS Web Seasonal Discount (3 Mo)	-597
Total	8,817

Proposed Service	Annual
IBS Support	3,726
Remove IBS Tee Sheet Support	-1,140
EZL ETN (425/mo)	5,100
EZL WebRes (250/mo)	3,000
EZL Web Seasonal Disc (3 Mo)	-750
Total	9,936

Thank you for your consideration in this matter.

**FY 2017 FINANCIAL REPORT
FOR THE FOUR MONTH PERIOD
ENDING OCTOBER 31, 2016**

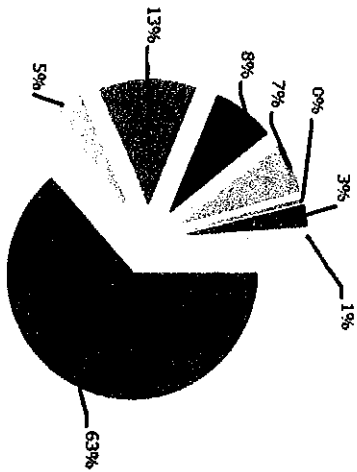


**BOARD OF DIRECTORS' MEETING
DECEMBER 15, 2016**

CONSOLIDATED OPERATING REVENUES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 AND 2015

(\$ 000's)

FEE REVENUES YEAR TO DATE



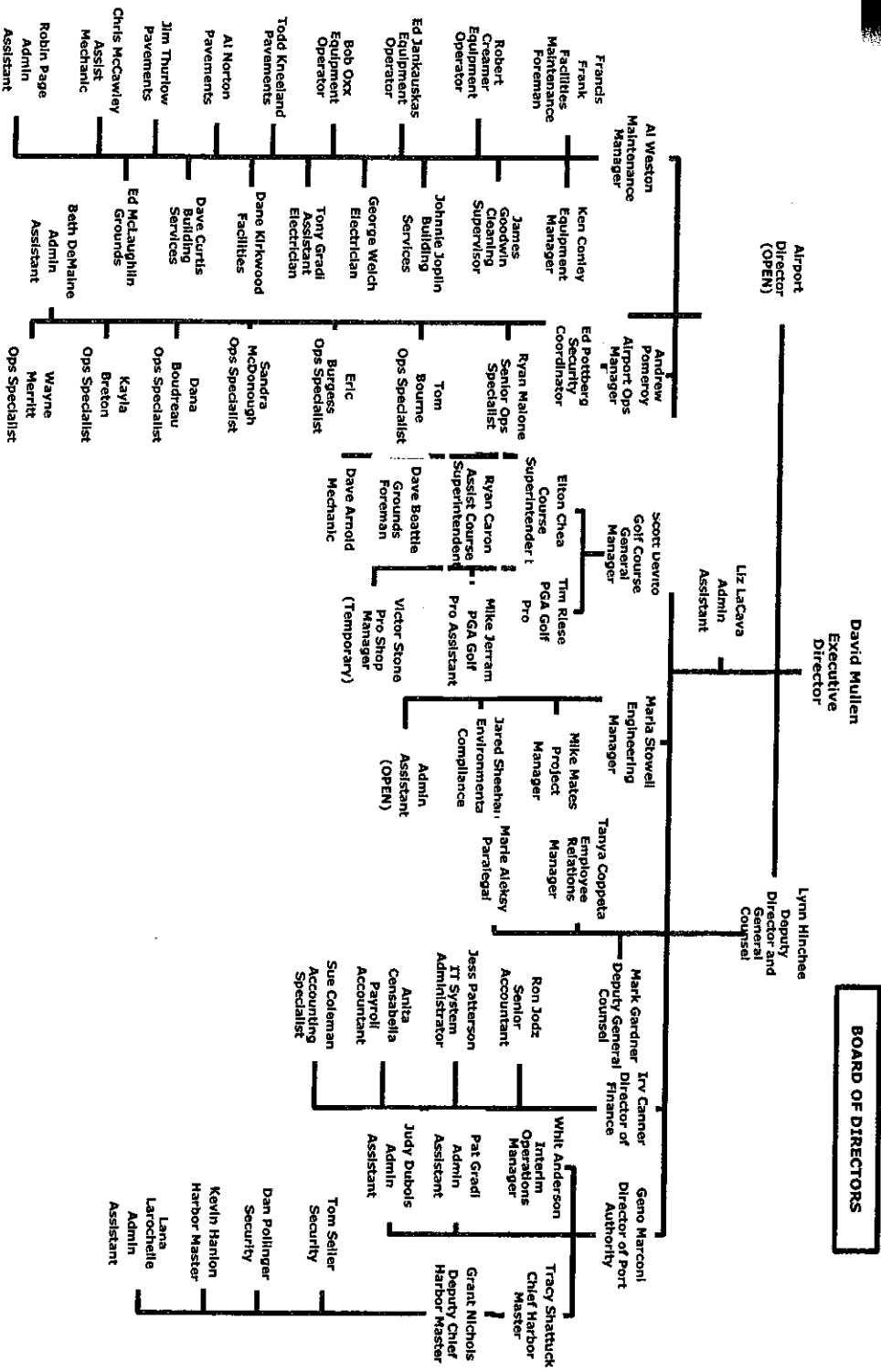
- GOLF FEES
- GOLF MEMBERSHIPS
- PARKING FEES
- PIER USAGE AND REGISTRATIONS
- WAREHOUSE AND DOCKAGE
- MOORING FEES
- GOLF SIMULATOR
- ALL OTHER

	YEAR TO DATE		CURRENT YEAR	PRIOR YEAR TO DATE	YEAR TO DATE		CURRENT YEAR BUDGET
	ACTUAL	BUDGET			VARIANCE	VARIANCE	
RENTAL OF FACILITIES	3,362	3,494	(132)	3,321	41	9,595	
FEE REVENUES (SEE CHART)	1,338	1,258	80	1,352	(14)	2,910	
FUEL SALES (SEE CHART)	396	509	(113)	448	(52)	870	
CONCESSION REVENUE	146	149	(3)	133	13	337	
GOLF MERCHANDISE	122	86	36	98	24	196	
ALL OTHER- NET	194	128	66	128	66	342	
TOTAL	5,558	5,624	(66)	5,480	78	14,250	

FUEL ANALYSIS

	ACTUAL SALES	BUDGETED SALES	SALES VARIANCE	ACTUAL COGS	BUDGETED COGS	COGS VARIANCE
SKYHAVEN AIRPORT	35	49	(14)	31	34	(3)
PORTSMOUTH FISH PIER	196	259	(63)	145	243	(98)
RYE HARBOR	72	103	(31)	53	97	(44)
HAMPTON HARBOR	93	98	(5)	64	92	(28)
TOTAL	396	509	(113)	293	466	(173)

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART - OCTOBER 31, 2016



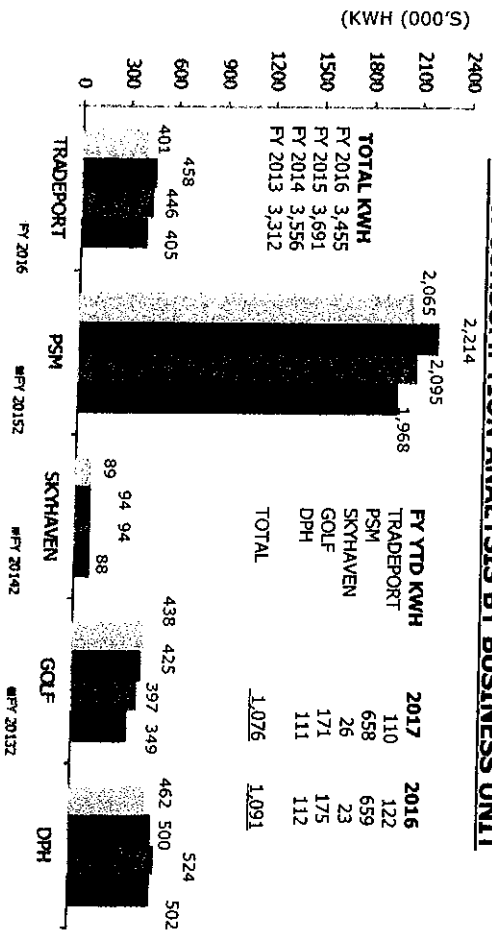
NOTE:
1, EXCLUDES, NON-BENEFITED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 AND 2015

(\$ 000's)

UTILITIES	YEAR TO	YEAR TO	PRIOR	CURRENT	PROFESSIONAL SERVICES	YEAR TO	YEAR TO	PRIOR	CURRENT
	DATE ACTUAL	DATE BUDGET	YEAR TO DATE ACTUAL	YEAR BUDGET		DATE ACTUAL	DATE BUDGET	YEAR TO DATE ACTUAL	YEAR BUDGET
ELECTRICITY	112	126	136	449	LEGAL	12	17	4	50
WASTE DISPOSAL	21	46	33	138	INFORMATION TECHNOLOGY	14	26	16	77
NATURAL GAS AND OIL	4	31	5	106	AUDIT	37	24	50	73
PROPANE	5	21	10	62	ALL OTHER- NET	7	7	5	23
WATER	77	91	93	129		70	74	75	223
	219	315	277	884					

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



ALL OTHER	YEAR TO	YEAR TO	PRIOR	CURRENT
	DATE ACTUAL	DATE BUDGET	YEAR TO DATE ACTUAL	YEAR BUDGET
FUEL	293	466	348	807
COAST TROLLEY	18	47	16	140
GOLF MERCHANDISE	76	67	64	153
GOLF CART LEASE	41	47	41	71
	428	627	469	1,171

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 AND 2015

(\$ 000's)

	YEAR TO	YEAR	PRIOR	CURRENT		
	DATE	TO DATE	YEAR TO	YEAR	YEAR TO	FISCAL
	ACTUAL	BUDGET	DATE	BUDGET	DATE	BUDGET
INTEREST EXPENSE	7	31	26	92	-	76
INTEREST INCOME AND OTHER	(2)	(1)	(1)	(3)	7	16
(GAIN) / LOSS ON SALE OF ASSETS	-	-	-	-	7	92
	<u>5</u>	<u>30</u>	<u>25</u>	<u>89</u>		

	YEAR TO	FISCAL
	DATE	BUDGET
INTEREST EXPENSE	7	76
PROVIDENT BANK	-	76
CITY OF PORTSMOUTH	7	16
TOTAL	7	92

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

CONSOLIDATED STATEMENTS OF NET POSITION

(\$ 000's)

ASSETS	OCT 31 2016	JUN 30 2016	LIABILITIES	OCT 31 2016	JUN 30 2016	CASH AND EQUIVALENTS AT OCTOBER 31, 2016	UNRESTRICTED	RESTRICTED
CURRENT ASSETS			CURRENT LIABILITIES					
CASH AND EQUIVALENTS	3,627	1,713	ACCOUNTS PAYABLE	2,202	1,855			
ACCOUNTS RECEIVABLE- NET	740	589	ACCOUNTS PAYABLE- CONSTRUCTION	324	279			
OTHER ASSETS	345	467	UNEARNED REVENUE	267	597	PEASE DEVELOPMENT AUTHORITY		
TOTAL CURRENT ASSETS	<u>4,712</u>	<u>2,769</u>	REVOLVING LOC FACILITY	-	-	GENERAL FUNDS	3,071	-
			CURRENT PORTION- LT LIABILITIES	116	116	TENANT ESCROW	12	-
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	<u>2,909</u>	<u>2,847</u>		<u>3,083</u>	-
CASH AND EQUIVALENTS	586	597	NONCURRENT LIABILITIES			DIVISION OF PORTS AND HARBORS		
ACCOUNTS RECEIVABLE- NET	1,109	1,093	NET PENSION LIABILITY	4,256	4,256	HARBORS	185	-
TOTAL RESTRICTED ASSETS	<u>1,695</u>	<u>1,690</u>	OTHER LT LIABILITIES	452	458	GENERAL FUNDS	230	-
			TOTAL LIABILITIES	<u>7,617</u>	<u>7,561</u>	HARBOR MANAGEMENT	-	473
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES			HARBOR DREDGING	-	-
LAND, BUILDINGS AND EQUIPMENT	66,219	68,054	PENSION	207	207	REVOLVING LOAN- FISHERY FUND	-	64
CONSTRUCTION IN PROCESS (PAGES #10-#14)	976	534	NET POSITION			FOREIGN TRADE	-	49
			NET INVESTMENT IN CAPITAL ASSETS	66,405	67,845	ALL OTHER	129	-
OTHER- LT RECEIVABLES	<u>67,195</u>	<u>68,588</u>	RESTRICTED FOR:			REVOLVING LOAN FUND	544	586
			HARBOR DREDGING	1,168	1,159	TOTAL	<u>3,627</u>	<u>586</u>
TOTAL ASSETS	<u>73,602</u>	<u>73,047</u>	FOREIGN TRADE ZONE	220	211			
DEFERRED OUTFLOWS OF RESOURCES	<u>776</u>	<u>776</u>	UNRESTRICTED	54	51			
			TOTAL NET POSITION	<u>66,554</u>	<u>66,055</u>			

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF OCTOBER 31, 2016

(\$ 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	1,171	(243)	903	25	25
PSM ASR CONSTRUCTION PROJECT (SBG 1602)	04-16-13	2,150	2,044	1,912	(96)	1,766	50	-
PSM PAVEMENT AND DRAINAGE (SBG 1603)	11-06-13	1,310	1,244	1,163	(58)	1,105	-	-
PSM OBSTRUCTION REMOVAL / PERMIT/DESIGN (SBG 04-2014)	04-25-14	-	-	157	(8)	-	149	103
PSM RUNWAY 16-34 PRE-DESIGN	TBD	-	-	65	(65)	-	-	-
PSM TERMINAL BATHROOM RENOVATIONS	04-21-16	-	-	157	(16)	-	141	61
PSM SECURITY IDENTIFICATION SYSTEM (SBG 05-2016)	03-21-16	-	-	189	(9)	-	180	130
SKYHAVEN RUNWAY 15-33 (SBG 05-2012)	06-18-14	3,790	3,601	3,439	(327)	3,111	1	-
SKYHAVEN TAXILANE PAV AND DRAIN (SBG 06-2015)	03-31-15	-	-	116	(6)	110	-	-
SKYHAVEN RUN DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	533	(27)	500	6	-

552 319

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2016

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-16
PORTSMOUTH AIRPORT					
PSM TERMINAL BATHROOM RENOVATIONS (FAA- TBD)	65	93	-	93	158
PSM OBSTRUCTION PERMITTING AND DESIGN (FAA-TBD)	2	155	-	155	157
PSM RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	53	12	-	12	65
PSM LIGHTING AND SOFTWARE UPGRADE	45	-	45	(45)	-
PSM ATCT PARTIAL DEMO AND REROOFING	40	89	-	89	129
PSM SECURITY IDENTIFICATION SYSTEM	71	118	-	118	189
PSM ASR CONSTRUCTION (SBC-16-02)	-	43	-	43	43
	<u>276</u>	<u>510</u>	<u>45</u>	<u>465</u>	<u>741</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2016

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-16
SKYHAVEN AIRPORT					
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	10	10	-	-
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	-	9	6	3	3
TAXILANE PAVEMENT AND DRAINAGE (SBG 06-2015)	116	-	-	-	116
	<u>116</u>	<u>19</u>	<u>16</u>	<u>3</u>	<u>119</u>
MAINTENANCE					
ELECTRICIAN VAN	-	65	65	-	-
DUMP TRUCK BODY	6	-	-	-	6
MITSUBISHI FORK LIFT TRUCK	-	28	28	-	-
	<u>6</u>	<u>93</u>	<u>93</u>	-	<u>6</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2016

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE	CURRENT	TRANSFER TO	NET CURRENT	BALANCE
	AT 06-30-16	YEAR EXPENDITURES	PLANT IN SERVICE	YEAR CHANGE	AT 10-31-16
GOLF COURSE					
CLUBHOUSE EXPANSION (DESIGN ONLY)	64	-	-	-	64
SIMULATOR EQUIPMENT	-	13	-	13	13
GRILL 28 RESTAURANT MODIFICATIONS	-	2	-	2	2
	<u>64</u>	<u>15</u>	<u>-</u>	<u>15</u>	<u>79</u>
ADMINISTRATION	=	=	=	=	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2016

(CONTINUED):

(\$ 000's)

TRADEPORT	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-16
INTERSECTION AND INFRASTRUCTURE IMPROVEMENTS	31	-	-	-	31
LEE STREET HVAC UPGRADE	26	-	26	(26)	-
	<u>57</u>	-	<u>26</u>	<u>(26)</u>	<u>31</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF OCTOBER 31, 2016

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 10-31-16
DIVISION OF PORTS AND HARBORS					
WATER QUALITY IMPROVEMENT					
TIGER GRANT APPLICATION (2016)	9	(9)	-	(9)	-
INSTALL EMERGENCY CALL BOXES	6	3	9	(6)	-
REPLACE FENDER PILES- PSF	-	12	12	-	-
FILE EXCHANGE SERVER	-	17	17	-	-
	<u>15</u>	<u>23</u>	<u>38</u>	<u>(15)</u>	<u>-</u>
TOTAL	<u>534</u>	<u>660</u>	<u>218</u>	<u>442</u>	<u>976</u>

LONG TERM LIABILITIES AS OF OCTOBER 31, 2016

(\$ 000'S)

DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	349	465
TOTAL	<u>116</u>	<u>349</u>	<u>465</u>

SCHEDULE OF DEBT SERVICE REPAYMENT

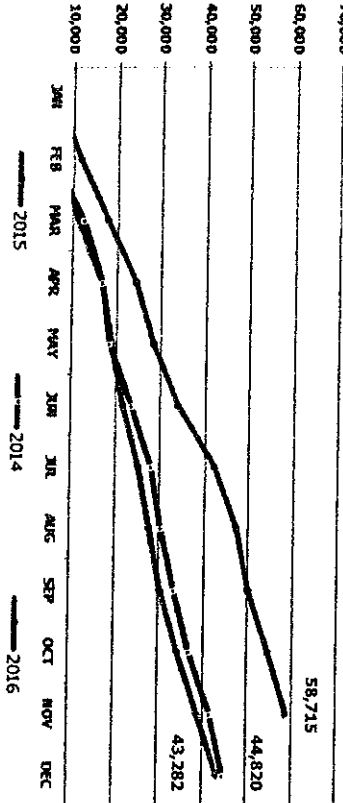
FISCAL YEAR	CITY OF PORTSMOUTH @ 4.50%
2017	116
2018	116
2019	116
2020	117
PAID IN FY 2017	-
TOTAL	<u>465</u>

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 PORTSMOUTH AIRPORT

(\$ 000's)

	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
FACILITIES RENT	193	183	585	176	
CARGO AND HANGARS	70	53	161	59	
CONCESSION REVENUES	3	2	7	6	
FEE REVENUES	-	54	156	13	
ALL OTHER	15	17	51	11	
	281	309	960	265	

ENPLANEMENT DATA



	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	281	309	(28)	960	265
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	295	339	(44)	1,007	298
BUILDINGS AND FACILITIES MAINTENANCE	171	363	(192)	1,247	259
GENERAL AND ADMINISTRATIVE	53	48	5	145	58
UTILITIES	69	88	(19)	344	81
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	3	6	(3)	19	6
ALL OTHER	-	-	-	-	-
OPERATING INCOME	(310)	(535)	225	(1,802)	(437)
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-
DEPRECIATION	1,236	1,267	(31)	3,800	1,284
NET OPERATING INCOME	(1,546)	(1,802)	256	(5,602)	(1,721)



YEAR TO DATE 2016 2015 2014 2016

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE		YEAR TO DATE		FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET		
OPERATING REVENUES	79	93	(14)		251	100
CARGO AND HANGARS	43	43			130	48
FUEL SALES	35	49			120	51
ALL OTHER	1	1			1	1
	79	93			251	100
OPERATING EXPENSES	11	15	(4)			10
PERSONNEL SERVICES AND BENEFITS	11	15	(4)		46	10
BUILDINGS AND FACILITIES MAINTENANCE	17	28	(11)		85	19
GENERAL AND ADMINISTRATIVE	9	12	(3)		36	10
UTILITIES	4	11	(7)		32	6
PROFESSIONAL SERVICES	3	2	1		5	3
MARKETING AND PROMOTION	-	-	-		-	-
ALL OTHER- FUEL	31	34	(3)		102	47
	75	102	(27)		306	95
OPERATING INCOME	4	(9)	13		(55)	5
NONOPERATING (INCOME) AND EXPENSE	-	-	-		-	-
DEPRECIATION	122	97	25		290	73
NET OPERATING INCOME	(118)	(106)	(12)		(345)	(68)

NET CASH FLOW	YEAR TO DATE		YEAR TO DATE		TOTAL
	ACTUAL	BUDGET	ACTUAL	BUDGET	
OPERATING REVENUES	79	93	79	93	79
OPERATING EXPENSES	(11)	(15)	(11)	(15)	(11)
DEPRECIATION	122	97	122	97	122
NET CASH FLOW	(740)	(4,689)	(100)	4,081	(1,448)

(\$ 000's)

(\$ 000's)

(\$ 000's)

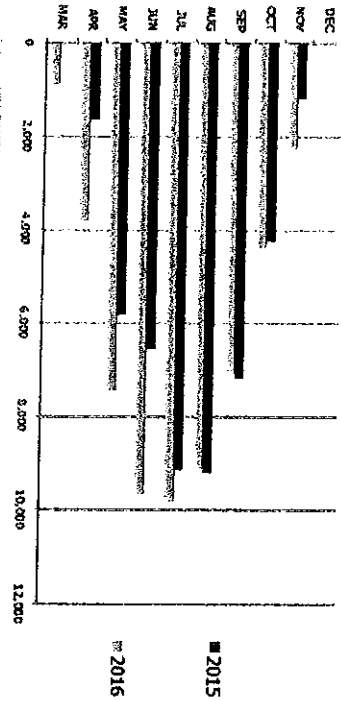
STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 TRADEPORT

(\$ 000's)

	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	OPERATING EXPENSES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	2,829	2,996	8,062	2,814	OPERATING REVENUES	2,935	3,046	(111)	8,208	2,863	
RENTAL OF FACILITIES	106	50	146	49	OPERATING EXPENSES	-	-	-	-	-	
ALL OTHER	2,935	3,046	8,208	2,863	PERSONNEL SERVICES AND BENEFITS	75	118	(43)	389	110	
					BUILDINGS AND FACILITIES MAINTENANCE	15	16	(1)	47	16	
					GENERAL AND ADMINISTRATIVE	17	48	(31)	145	25	
					UTILITIES	-	-	-	-	-	
					PROFESSIONAL SERVICES	-	68	(68)	68	20	
					MARKETING AND PROMOTION	18	47	(29)	140	16	
					ALL OTHER	125	297	(172)	789	187	
					OPERATING INCOME	2,810	2,749	61	7,419	2,676	
					NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	
					DEPRECIATION	270	271	(1)	816	287	
					NET OPERATING INCOME	2,540	2,478	62	6,603	2,389	

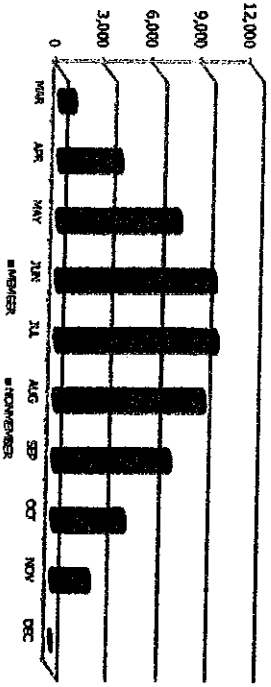
KEY GOLF COURSE BENCHMARKING DATA AS OF NOVEMBER 30, 2016

ROUNDS OF GOLF PLAYED (SEASON)



	2016 YTD	2015 YTD	2015 SEASON
ROUNDS PLAYED	54,729	52,110	52,110
RAIN DAYS	60	48	48

2016 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES	FY 2017	FY 2016	BAR AND GRILL GROSS SALES	FY 2017	FY 2016
JULY	\$ 148	\$ -	JULY	\$ 183,674	\$ 176,459
AUGUST	64	-	AUGUST	191,472	185,715
SEPTEMBER	-	345	SEPTEMBER	160,353	166,667
OCTOBER	3,827	2,726	OCTOBER	122,716	113,551
NOVEMBER	-	10,176	NOVEMBER	-	70,077
DECEMBER	-	14,417	DECEMBER	-	105,175
JANUARY	-	24,246	JANUARY	-	84,682
FEBRUARY	-	26,504	FEBRUARY	-	81,582
MARCH	-	17,720	MARCH	-	97,403
APRIL	-	6,002	APRIL	-	106,478
MAY	-	963	MAY	-	155,744
JUNE	-	102	JUNE	-	205,159
TOTAL	\$ 4,039	\$ 103,201	TOTAL	\$ 658,215	\$ 1,548,692



2016 ROUNDS-SEASON	2015 ROUNDS-SEASON	CLUB / COURSE FUNCTIONS	FY 2017 YTD	FY 2016 YTD
MEMBER	17,239	TOURNAMENT PLAY	127,347	107,785
NONMEMBER	37,490	LEAGUES	53,431	54,643
TOTAL	54,729	FOOD AND ROOM FEES	104,707	127,990
MEMBER	15,633			
NONMEMBER	36,477			
TOTAL	52,110			

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO	YEAR TO	YEAR TO	FISCAL	PRIOR YEAR	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR ACTUAL
	DATE ACTUAL	DATE BUDGET	DATE VARIANCE	YEAR BUDGET	TO DATE ACTUAL					
OPERATING REVENUES	<u>917</u>	<u>1,016</u>	<u>(99)</u>	<u>2,351</u>	<u>978</u>					
OPERATING EXPENSES										
PERSONNEL SERVICES AND BENEFITS	384	345	39	1,036	373	CONCESSION REVENUE	5	5	6	5
BUILDINGS AND FAC AND MAINTENANCE	38	49	(11)	167	43	FEE REVENUE				
GENERAL AND ADMINISTRATIVE	43	33	10	150	37	MOORING FEES	109	112	335	110
UTILITIES	32	51	(19)	154	47	PARKING	87	83	114	88
PROFESSIONAL SERVICES	11	9	2	26	13	REGISTRATIONS	16	17	170	21
MARKETING AND PROMOTION	-	1	(1)	2	-	WHARF / DOCK	64	78	225	81
ALL OTHER - FUEL	262	432	(170)	705	302	FUEL SALES	276	290	844	300
OPERATING INCOME	<u>147</u>	<u>96</u>	<u>51</u>	<u>111</u>	<u>163</u>	ALL OTHER	52	44	99	59
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	TOTAL	<u>917</u>	<u>1,016</u>	<u>2,351</u>	<u>978</u>
DEPRECIATION	247	202	45	606	206	BUSINESS UNIT ANALYSIS				
NET OP INCOME	<u>(100)</u>	<u>(106)</u>	<u>6</u>	<u>(495)</u>	<u>(43)</u>	HAMPTON HARBOR	142	143	301	125
						RYE HARBOR	118	95	116	139
						PORTSMOUTH FISH PIER	24	48	185	(14)
						MARKET STREET	30	30	(185)	(126)
						HARBOR MANAG				
						ADMN				

STATEMENT OF OPERATIONS FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2016 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

	YEAR TO	YEAR TO	YEAR TO	FISCAL	PRIOR YEAR	FOREIGN	YEAR TO	YEAR	YEAR TO	FISCAL	PRIOR YEAR
	DATE	DATE	DATE	YEAR	TO DATE	TRADE ZONE	DATE	TO DATE	DATE	YEAR	TO DATE
	ACTUAL	BUDGET	VARIANCE	BUDGET	ACTUAL		ACTUAL	BUDGET	VARIANCE	BUDGET	ACTUAL
HARBOR DREDGING											
OPERATING REVENUES	29	28	1	107	33	OPERATING REVENUES	5	2	3	56	6
OPERATING EXPENSES						OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	17	(17)	50	8	BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	7	GENERAL AND ADMINISTRATIVE	-	-	-	1	-
UTILITIES	-	-	-	-	-	UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	MARKETING AND PROMOTION	1	3	(2)	8	1
ALL OTHER	-	-	-	-	-	ALL OTHER	-	-	-	-	-
OPERATING INCOME	29	11	18	57	18	OPERATING INCOME	4	(1)	5	(4)	5
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-
DEPRECIATION	21	12	9	38	8	DEPRECIATION	-	-	-	-	-
NET OPERATING INCOME	8	(1)	9	19	10	NET OPERATING INCOME	4	(1)	5	(4)	5

PEASE DEVELOPMENT AUTHORITY

STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

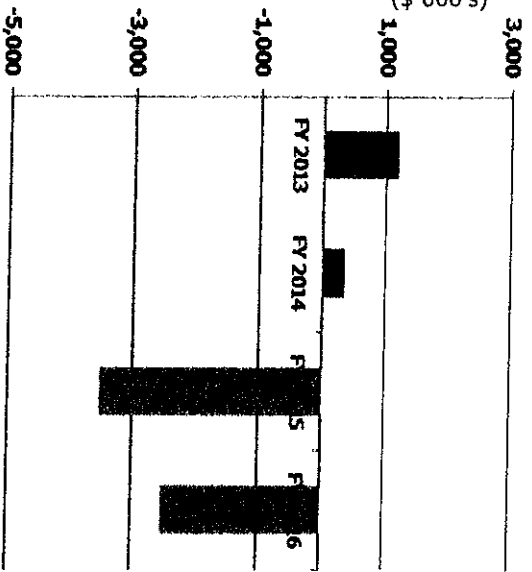
(\$ 000's)

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT NONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- REVENUE ESCALATION / CPI HAS BEEN EXCEEDED BY COST ESCALATION RELATIVE TO PERSONNEL SERVICES AND BENEFITS.

NET UNRESTRICTED POSITION AT JUNE 30

	OCT 31 2016	JUN 30 2016	OCT 31 2016	JUN 30 2016
ASSETS			LIABILITIES	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	3,080	1,033	ACCOUNTS PAYABLE	1,766
ACCOUNTS RECEIVABLE- NET	723	521	ACCOUNTS PAYABLE- CONSTRUCTION	324
OTHER ASSETS	324	434	UNEARNED REVENUE	125
TOTAL CURRENT ASSETS	4,127	1,988	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	116
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	2,331
CASH AND EQUIVALENTS	-	-	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLE- NET	-	-	NET PENSION LIABILITY	3,368
TOTAL RESTRICTED ASSETS	-	-	OTHER LT LIABILITIES	433
			TOTAL LIABILITIES	6,172
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES	
LAND, BUILDINGS AND EQUIPMENT	55,567	57,174	NET INVESTMENT IN CAPITAL ASSETS	55,754
CONSTRUCTION IN PROCESS (PAGES #10-#14)	976	518	NET POSITION	
OTHER- LT RECEIVABLE	-	-	RESTRICTED FOR:	
TOTAL ASSETS	60,670	59,679	REVOLVING LOAN FUND	-
DEFERRED OUTFLOWS OF RESOURCES	623	623	HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	(754)
			TOTAL NET POSITION	55,000
				54,420



PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION - UNRESTRICTED FUNDS

(\$ 000's)

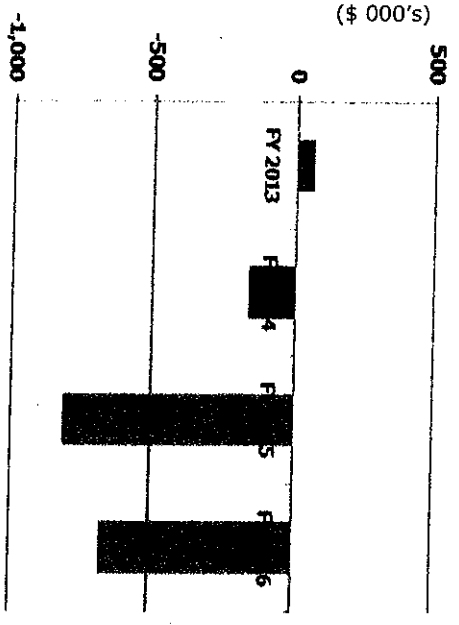
DISCUSSION AND ANALYSIS

CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS HAS DETERIORATED FINANCIAL STRUCTURE AND MAY CHALLENGE CURRENT SERVICE LEVELS.

\$ 1.9 MILLION IN STORM WATER MANAGEMENT SYSTEM MODIFICATION AND IMPROVEMENT PROJECT COSTS IN PAST THREE FISCAL YEARS. THE PIER EXPANSION FUND HAS PROVIDED \$1.0 MILLION IN MONIES WHILE \$0.9 MILLION HAS BEEN ABSORBED BY UNRESTRICTED FUND BALANCES.

	OCT 31 2016	JUN 30 2016	OCT 31 2016	JUN 30 2016
ASSETS				
CURRENT ASSETS			LIABILITIES	
CASH AND EQUIVALENTS	544	680	ACCOUNTS PAYABLE	180
ACCOUNTS RECEIVABLE- NET	17	68	ACCOUNTS PAYABLE- CONSTRUCTION	-
OTHER ASSETS	24	33	UNEARNED REVENUE	143
TOTAL CURRENT ASSETS	<u>585</u>	<u>781</u>	REVOLVING LOC FACILITY	-
RESTRICTED ASSETS			CURRENT PORTION- LT LIABILITIES	20
CASH AND EQUIVALENTS	-	-	TOTAL CURRENT LIABILITIES	<u>343</u>
ACCOUNTS RECEIVABLE- NET	-	-	NONCURRENT LIABILITIES	
TOTAL RESTRICTED ASSETS	=	=	NET PENSION LIABILITY	888
CAPITAL ASSETS			OTHER LT LIABILITIES	-
LAND, BUILDINGS AND EQUIPMENT	9,960	10,191	TOTAL LIABILITIES	<u>888</u>
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	9	DEFERRED INFLOWS OF RESOURCES	
TOTAL ASSETS	<u>9,960</u>	<u>10,200</u>	RESTRICTED FOR:	
DEFERRED OUTFLOWS OF RESOURCES			REVOLVING LOAN FUND	-
PENSION	<u>153</u>	<u>153</u>	HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	(339)
			TOTAL NET POSITION	<u>9,421</u>
				<u>9,522</u>

NET UNRESTRICTED POSITION AT JUNE 30



PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION - FOREIGN TRADE ZONE

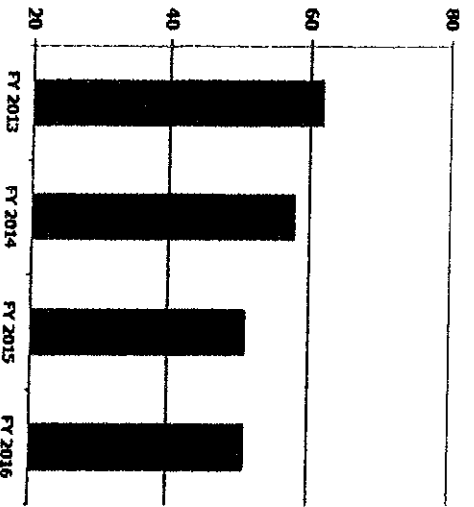
(\$ 000's)

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF FINANCIAL CHALLENGES.
- DURING FY 2016 WESTINGHOUSE ELECTRIC SUSPENDED THEIR PARTICIPATION IN FTZ

NET RESTRICTED POSITION AT JUNE 30

	OCT 31 2016	JUN 30 2016	OCT 31 2016	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	<u> -</u>	<u> -</u>	<u> -</u>	<u> -</u>
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	49	51	-	-
ACCOUNTS RECEIVABLE- NET	5	-	-	-
TOTAL RESTRICTED ASSETS	<u> 54</u>	<u> 51</u>	<u> -</u>	<u> -</u>
TOTAL ASSETS	<u> 54</u>	<u> 51</u>	<u> -</u>	<u> -</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u> -</u>	<u> -</u>	<u> -</u>	<u> -</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u> -</u>	<u> -</u>	<u> -</u>	<u> -</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	54	54	54	54
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u> 54</u>	<u> 51</u>	<u> 54</u>	<u> 51</u>



(\$ 000's)

PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION - HARBOR DREDGING

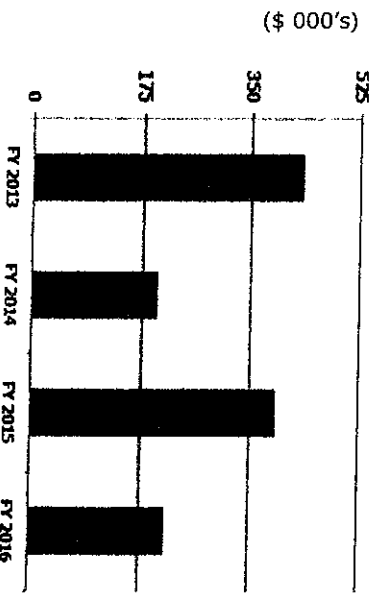
(\$ 000's)

DISCUSSION AND ANALYSIS

CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS OR REPAIRS AND MAINTENANCE FOR PORT OPERATIONS.

- FY 2011 - HAMPTON HARBOR \$ 140
- FY 2012- SEABROOK / HAMPTON 200
- FY 2013- TURNING BASIN 128
- FY 2014- TURNING BASIN 12
- SOUTH ACCESS BRIDGE 384
- FY 2015
 - GROUND TRUCK SCALE 78
 - ALL OTHER 25
- FY 2016
 - TRUCK SCALE 40
 - ALL OTHER 18

NET RESTRICTED POSITION AT JUNE 30



	OCT 31 2016	JUN 30 2016	OCT 31 2016	JUN 30 2016
ASSETS				
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	-	-	ACCOUNTS PAYABLE	252
ACCOUNTS RECEIVABLE- NET	-	-	ACCOUNTS PAYABLE- CONSTRUCTION	6
OTHER ASSETS	-	-	UNEARNED REVENUE	-
TOTAL CURRENT ASSETS	-	-	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	-
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	<u>252</u>
CASH AND EQUIVALENTS	473	473	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLE- NET	-	3	NET PENSION LIABILITY	-
TOTAL RESTRICTED ASSETS	<u>473</u>	<u>476</u>	OTHER LT LIABILITIES	-
			TOTAL LIABILITIES	<u>252</u>
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES	
LAND, BUILDINGS AND EQUIPMENT	692	692	PENSION	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	6	NET POSITION	
TOTAL ASSETS	<u>692</u>	<u>698</u>	NET INVESTMENT IN CAPITAL ASSETS	692
			RESTRICTED FOR:	
DEFERRED OUTFLOWS OF RESOURCES			REVOLVING LOAN FUND	-
PENSION	-	-	HARBOR DREDGING	221
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	-
			TOTAL NET POSITION	<u>913</u>
				<u>903</u>

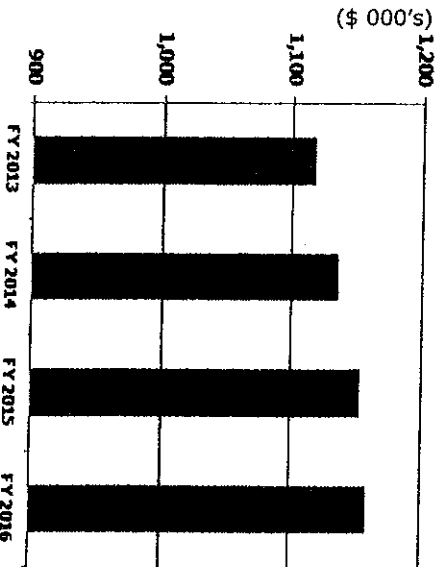
PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION - REVOLVING LOAN

(\$ 000's)

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- CURRENT REGULATORY CLIMATE DOES HOWEVER POTENTIALLY CHALLENGE THE DEMAND FOR FUTURE LOANS AND POTENTIALLY, REPAYMENT OF CURRENT LOANS OUTSTANDING.

NET RESTRICTED POSITION AT JUNE 30



	OCT 31 2016	JUN 30 2016	OCT 31 2016	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	2	3
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	64	78	-	-
ACCOUNTS RECEIVABLE- NET	1,105	1,084	-	-
TOTAL RESTRICTED ASSETS	<u>1,169</u>	<u>1,162</u>	2	3
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,169</u>	<u>1,162</u>		
DEFERRED OUTFLOWS OF RESOURCES	-	-		
PENSION	-	-		
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,167	1,159
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,167</u>	<u>1,159</u>		

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING AUGUST 31, 2017

**BOARD OF DIRECTOR'S MEETING
DECEMBER 15, 2016**



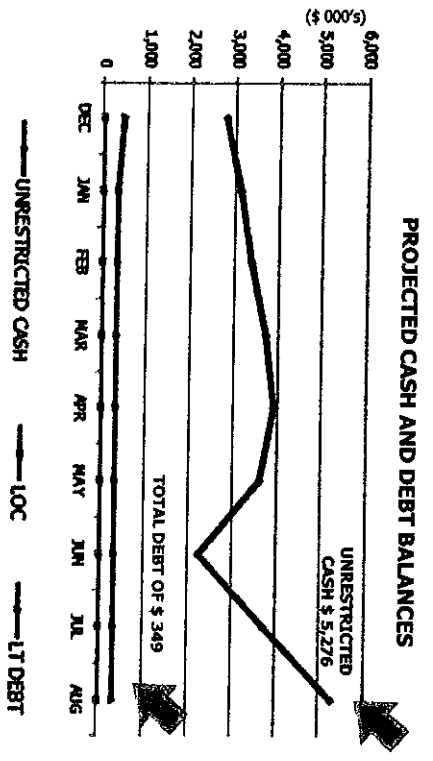
PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW (EXCLUDING DIVISION OF PORTS AND HARBORS) DECEMBER 31, 2016 TO AUGUST 31, 2017

AMOUNT	(\$ 000'S)
OPENING FUND BALANCE	3,414
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,860
GRANT AWARDS (SEE PAGE #8)	6,525
GOLF COURSE FEE AND CONCESSION REVENUES	1,145
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	154
MUNICIPAL SERVICE FEE (COP)- NET	(21)
EXTERNAL BANK WORKING CAPITAL- NET	-
USES OF FUNDS	15,083
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	7,130
PERSONNEL SERVICES AND BENEFITS	4,120
OPERATING EXPENSES	1,110
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	745
LONG TERM DEBT RETIREMENT	116
NET CASH FLOW	1,862
CLOSING FUND BALANCE	5,276

DISCUSSION

THE PDA DOES NOT ANTICIPATE THE NEED TO FURTHER UTILIZE ITS 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.



TOTAL FUND BALANCES	BALANCE AT 11-30-2016	BALANCE AT 06-30-2016
PDA UNRESTRICTED	3,414	1,022
PDA DESIGNATED	241	12
TOTAL	3,655	1,034

PEASE DEVELOPMENT AUTHORITY

STATEMENT OF CASH FLOW (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	3,414	2,776	3,119	3,378	3,721	3,918	3,599	2,245	3,708	3,414
SOURCES OF FUNDS										
TRADEPORT TENANTS	585	1,075	595	615	1,075	600	615	1,080	620	6,860
GRANT AWARDS <small>(SEE PAGE #8)</small>	997	160	365	239	130	754	800	1,655	1,425	6,525
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	385	260	2,645
GOLF COURSE	60	150	40	40	65	165	200	215	210	1,145
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	16	16	16	16	17	18	18	19	18	154
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS	1,953	1,826	1,311	1,205	1,712	1,832	1,928	3,404	2,578	17,749
PERSONNEL SERVICES AND BENEFITS	450	450	460	460	455	440	465	470	470	4,120
CAPITAL- GRANT RELATED <small>(SEE PAGE #4)</small>	492	590	374	190	838	1,456	1,400	1,350	440	7,130
CAPITAL- NONGRANT <small>(SEE PAGES #5-#7)</small>	77	201	103	102	122	140	-	-	-	745
MUNICIPAL SERVICE FEE	1,312	21	-	-	-	-	1,312	21	-	2,666
OPERATING EXPENSES	260	105	115	110	100	115	105	100	100	1,110
LONG TERM DEBT RETIREMENT	-	116	-	-	-	-	-	-	-	116
NET CASH FLOW	2,591	1,483	1,052	862	1,515	2,151	3,282	1,941	1,010	15,887
	(638)	343	259	343	197	(319)	(1,354)	1,463	1,568	1,862
CLOSING FUND BALANCE	2,776	3,119	3,378	3,721	3,918	3,599	2,245	3,708	5,276	5,276

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS) DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	10	5	10	5	500	800	800	800	270	3,200
TERMINAL ENHANCEMENTS- STUDY **	-	75	125	-	-	-	-	-	-	200
TERMINAL ENHANCEMENTS **	-	-	75	100	175	250	100	50	-	750
OBSTRUCTION MITIGATION- PHASE II	20	20	20	20	10	6	-	-	-	96
IDENTIFICATION MANAGEMENT SYSTEM	40	80	80	50	3	-	-	-	-	253
RW PRELIMINARY DESIGN	10	5	5	-	-	-	-	-	-	20
ASR CONSTRUCTION (SBG 1602)	10	15	-	-	-	-	-	-	-	25
PAVEMENT AND DRAINAGE (SBG 1603)	12	10	-	-	-	-	-	-	-	22
BATHROOM RENOVATIONS	<u>150</u>	<u>150</u>	<u>9</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>309</u>
	<u>252</u>	<u>360</u>	<u>324</u>	<u>175</u>	<u>688</u>	<u>1,056</u>	<u>900</u>	<u>850</u>	<u>270</u>	<u>4,875</u>
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION										
TAXILANE PAVEMENT (CONSTRUCTION)	225	225	50	-	-	-	-	-	-	500
TAXILANE PAVEMENTS (DESIGN)	10	-	-	15	150	400	500	500	170	1,745
RUNWAY DESIGN	-	5	-	-	-	-	-	-	-	5
	<u>240</u>	<u>230</u>	<u>50</u>	<u>15</u>	<u>150</u>	<u>400</u>	<u>500</u>	<u>500</u>	<u>170</u>	<u>2,255</u>
	<u>492</u>	<u>590</u>	<u>374</u>	<u>190</u>	<u>838</u>	<u>1,456</u>	<u>1,400</u>	<u>1,350</u>	<u>440</u>	<u>7,130</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS) DECEMBER 1, 2016 TO AUGUST 31, 2017 (CONTINUED):

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
WATER TOWER LOGO	-	33	-	-	-	-	-	-	-	33
OIL WATER SEPARATOR CLEANING **	-	35	-	-	-	-	-	-	-	35
DRAINAGE DITCHES	10	-	-	-	-	-	-	-	-	10
SURFACE TRANSPORTATION PLAN	-	10	-	-	-	-	-	-	-	10
	10	78	:	:	:	:	:	:	:	98

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
DECEMBER 1, 2016 TO AUGUST 31, 2017**

(\$ 000's)

(CONTINUED):

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
RE-ROOF TERMINAL BUILDING **	=	=	=	=	25	=	=	=	=	25
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	=	5	=	=	4	=	=	=	=	10
GOLF COURSE										
DEBRIS BLOWER **	-	-	-	-	8	-	-	-	-	8
GREENS ROLLER **	-	-	-	15	-	-	-	-	-	15
BLUE COURSE BRIDGES **	-	-	-	20	-	-	-	-	-	20
CLUBHOUSE EQUIPMENT **	-	25	26	-	-	-	-	-	-	51
ROUGH MOWER **	-	-	-	67	-	-	-	-	-	67
COURSE IRRIGATION ALTERNATIVES **	2	2	2	-	-	-	-	-	-	6
	<u>2</u>	<u>27</u>	<u>28</u>	<u>102</u>	<u>8</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>167</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

DECEMBER 1, 2016 TO AUGUST 31, 2017

(CONTINUED):

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
NONGRANT REIMBURSEMENT (CONTINUED):										
PORTSMOUTH AIRPORT										
AIRFIELD RUNWAY RELAMPING (LED)	-	15	-	-	-	-	-	-	-	15
ROOF REPLACEMENT TERMINAL BUILDING	65	30	-	-	-	-	-	-	-	95
REROOFING OF HUT # 7 AND #8 **	-	-	50	-	-	-	-	-	-	50
NORTH WEATHER STATION GENERATOR **	-	35	-	-	-	-	-	-	-	35
TERMINAL CARPET REPLACEMENT **	-	-	25	-	-	-	-	-	-	25
	65	80	75	-	-	-	-	-	-	220
MAINTENANCE										
HVAC SYSTEM UPGRADE- 7 LEE STREET **	-	-	-	-	35	-	-	-	-	35
FORKLIFT REPLACEMENT **	-	-	-	-	-	25	-	-	-	25
TERMINAL RTU **	-	-	-	-	50	50	-	-	-	100
75 ROCHESTER- FIRE ALARM **	-	10	-	-	-	-	-	-	-	10
VEHICLE FLEET REPLACEMENT **	-	-	-	-	-	65	-	-	-	65
	-	10	-	-	85	140	-	-	-	235
TOTAL NONGRANT	77	201	103	102	122	140	-	-	-	745

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000's)

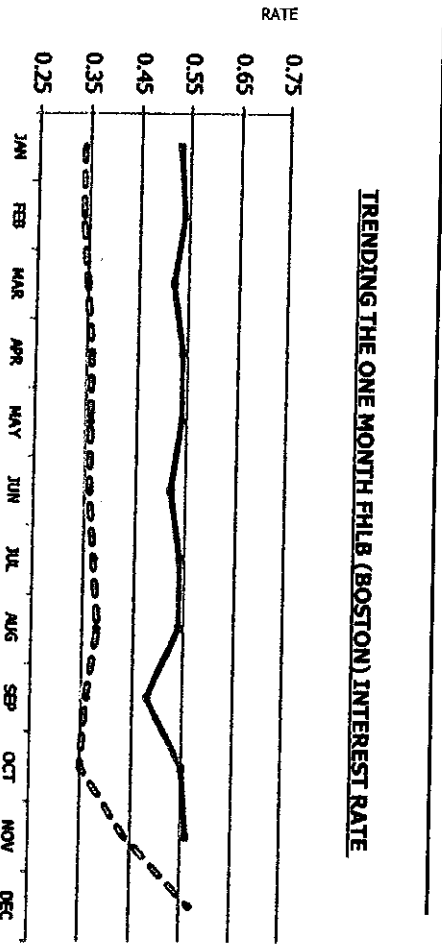
	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	-	25	-	505	800	800	800	2,930
TERMINAL ENHANCEMENTS	-	-	-	-	-	-	-	-	500	500
OBSTRUCTION MITIGATION- PHASE II	-	-	50	-	-	40	-	-	-	90
IDENTIFICATION MANAGEMENT SYSTEM	150	-	100	-	-	10	-	-	-	260
RW PRELIMINARY DESIGN	-	-	-	9	-	9	-	-	-	18
ASR CONSTRUCTION (SBG 1602)	267	-	-	-	20	-	-	-	-	287
PAVEMENT AND DRAINAGE (SBG 1603)	95	-	20	-	-	-	-	-	-	115
BATHROOM RENOVATIONS	200	-	190	-	110	-	-	-	-	500
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	285	-	-	200	-	-	-	-	-	485
TAXILANE PAVEMENT- CONSTRUCTION	-	160	-	-	-	190	-	855	125	1,330
TAXILANE PAVEMENT- DESIGN	-	-	5	-	-	-	-	-	-	5
RUNWAY DESIGN	-	-	-	5	-	-	-	-	-	5
TRADEPORT										
TOTAL GRANT	997	160	365	239	130	754	800	1,655	1,425	6,525

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

	THE PROVIDENT BANK (RLOC)
AMOUNT OF ORIGINAL CREDIT FACILITY	5,000
AMOUNT AVAILABLE	5,000
EFFECTIVE DATE	03-10-2011
TERM DATE	12-31-2017
PURPOSE	TO PROVIDE WORKING CAPITAL
INTEREST RATE	ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS
MINIMUM SIZE OF DRAWDOWN	NO MINIMUM
OTHER	DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT	BALANCE AT	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2017	VARIABLE
CITY OF PORTSMOUTH	465	465	12-31-2020	4.50
WEIGHTED AVERAGE	4.50	4.50		



DIVISION OF PORTS AND HARBORS

CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS)

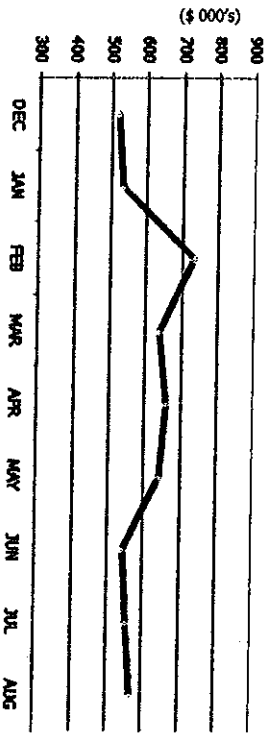
DECEMBER 1, 2016 TO AUGUST 31, 2017

	AMOUNT	
	(\$ 000's)	
OPENING FUND BALANCE	597	
SOURCES OF FUNDS		
FACILITY RENTALS	485	
MOORING FEES	325	
REGISTRATIONS / WHARFAGE	260	
FUEL SALES	230	
PARKING FEES AND CONCESSIONS	154	
	1,454	
USES OF FUNDS		
PERSONNEL SERVICES AND BENEFITS	806	
OPERATING EXPENSES	417	
FUEL PROCUREMENT	214	
CAPITAL EXPENDITURES	45	
ALL OTHER	-	
	1,482	
NET CASH FLOW	(28)	
CLOSING FUND BALANCE	569	

DISCUSSION

- ☐ CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST, 2) WORKERS COMPENSATION CLAIMS AND OR LEGAL SETTLEMENTS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.
- ☐ LEASE AGREEMENT WITH STATE OF MAINE DEPARTMENT OF TRANSPORTATION EXPIRES **DECEMBER 31, 2017**.
- ☐ \$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED.

PROJECTED UNRESTRICTED CASH BALANCES



	BALANCE AT 11-30-2016	BALANCE AT 06-30-2016
UNRESTRICTED FUNDS	597	680
HARBOR DREDGING	477	473
FOREIGN TRADE ZONE	49	46
REVOLVING LOAN FUND	79	78
TOTAL	1,202	1,277

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - UNRESTRICTED FUNDS

DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	597	518	535	735	640	649	642	544	553	597
SOURCES OF FUNDS										
FACILITY RENTALS	54	53	53	54	54	54	54	54	55	485
CONCESSION REVENUES	-	-	-	-	2	3	2	3	4	14
MOORING FEES	-	65	200	60	-	-	-	-	-	325
REGISTRATIONS / WHARFAGE	75	20	40	15	50	10	15	15	20	260
PARKING FEES	-	-	-	-	10	15	35	35	45	140
FUEL SALES	20	20	20	25	30	30	30	30	25	230
USE OF FUNDS	149	158	313	154	146	112	136	137	149	1,454
PERSONNEL SERVICES AND BENEFITS	165	47	48	165	48	49	170	55	59	806
BUILDINGS AND FACILITIES	15	18	10	15	20	10	10	10	15	123
GENERAL AND ADMINISTRATIVE	11	10	11	9	12	9	11	10	11	94
UTILITIES	18	22	25	22	19	14	15	15	15	165
PROFESSIONAL SERVICES	-	15	-	-	10	-	-	10	-	35
FUEL PROCUREMENT	19	19	19	23	28	27	28	28	23	214
CAPITAL EXPENDITURES AND OTHER	-	10	-	15	-	10	-	-	10	45
NET CASH FLOW	228	141	113	249	137	119	234	128	133	1,482
	(79)	17	200	(95)	9	(7)	(98)	9	16	(28)
CLOSING FUND BALANCE	518	535	735	640	649	642	544	553	569	569

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW - HARBOR DREDGING FUND DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>477</u>	<u>483</u>	<u>491</u>	<u>478</u>	<u>485</u>	<u>493</u>	<u>480</u>	<u>483</u>	<u>482</u>	<u>477</u>
SOURCES OF FUNDS										
PIER USAGE FEES	5	6	5	6	6	4	5	5	3	45
REGISTRATIONS	1	1	1	1	2	1	1	2	1	11
FUEL FLOWAGE FEES	2	2	3	2	2	2	2	2	3	20
USE OF FUNDS	8	9	9	9	10	7	8	9	7	76
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	1	-	-	2	-	1	-	-	4
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	-	2	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	-	-	2	-	-	2	-	-	6
ALL OTHER	-	-	20	-	-	20	-	10	-	50
NET CASH FLOW	2	1	22	2	2	20	5	10	-	64
CLOSING FUND BALANCE	<u>483</u>	<u>491</u>	<u>478</u>	<u>485</u>	<u>493</u>	<u>480</u>	<u>483</u>	<u>482</u>	<u>489</u>	<u>489</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - FOREIGN TRADE ZONE

DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	49	49	52	52	52	51	51	50	50	49
SOURCES OF FUNDS										
FACILITY RENTALS	-	5	-	-	-	-	-	-	-	5
ALL OTHER	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	5	-	-	-	-	-	-	-	5
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	1	-	1	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	-	2	-	-	1	-	1	-	-	4
NET CASH FLOW	-	3	-	-	(1)	-	(1)	-	-	1
CLOSING FUND BALANCE	49	52	52	52	51	51	50	50	50	50

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - REVOLVING LOAN


DECEMBER 1, 2016 TO AUGUST 31, 2017

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	79	93	108	121	135	37	52	68	84	99
SOURCES OF FUNDS										
LOAN REPAYMENTS	12	12	12	12	12	13	13	13	13	112
INTEREST INCOME-LOANS	4	4	4	4	4	4	5	5	5	39
INTEREST INCOME- FUND BALANCE	-	1	-	-	-	1	-	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS	16	17	16	16	16	18	18	18	18	153
NEW LOANS ISSUED	-	-	-	-	112	-	-	-	-	112
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	3	2	2	3	2	2	3	21
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	2	2	3	2	114	3	2	2	3	133
NET CASH FLOW	14	15	13	14	(98)	15	16	16	15	20
CLOSING FUND BALANCE	93	108	121	135	37	52	68	84	99	99

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: December 15, 2016

Re: Sublease between 222 International, Limited Partnership and Technical Needs North, 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 222 International, Limited Partnership ("222ILP") and Technical Needs North, Inc. for 1,521 square feet at 195 New Hampshire Avenue. The 222ILP/Technical Needs North, Inc. sublease is for a base term of five years with one 3 year option to extend. Technical Needs North, Inc., a staffing and recruiting company, 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.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: December 15, 2016
Re: Sublease between 119 International Drive, LLC and Liberty Mutual Insurance Company

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 119 International Drive, LLC ("119IDL") and Liberty Mutual Insurance Company (Liberty Mutual) for 4,966 square feet at the subleased premises located at 15 Rye Street. The 119IDL/Liberty Mutual sublease is for a term of five years. Liberty Mutual will use the Subleased Premises for offices and customary related uses.

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


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

1. The use of the Subleased Premises associated with the sublease is permitted under the original sublease;
2. The sublease is consistent with the terms and conditions of the original 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 119IDL's continued primary liability for payment of rent and other obligations pursuant to the PDA/119IDL 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.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: December 15, 2016
Re: Sublease between Pioneer Aviation LLC and Sig Sauer, 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 Pioneer Aviation LLC ("Pioneer") and Sig Sauer, Inc. for 16,400 square feet located at 125 Aviation Avenue, The Pioneer/ Sig Sauer, Inc. is for a base term of three (3) years effective November 1, 2016. Sig Sauer, Inc. will use the premises for warehousing and general 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 Pioneer's continued primary liability for payment of rent and other obligations pursuant to the PDA/Pioneer 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 Loughlin was consulted and granted his consent.

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute such document necessary and desirable to grant an option to Two International Group, LLC ("TIG") for the 11 acre parcel located at 100 New Hampshire Avenue, subject to the release of the existing option held by Client 80-R or December 31, 2016, whichever occurs first, for a period of six (6) months at a fee of \$18,150.00; with one (1) six (6) month option to extend at a fee of \$36,300.00 exercisable by mutual agreement of the parties; all on substantially the same terms and conditions set forth in the Option Agreement and Term Sheet attached hereto.

N:\RESOLVES\TwoIntlOption100NH1216.docx

OPTION AGREEMENT AND TERM SHEET

OPTIONOR: Pease Development Authority ("PDA" or "Lessor")
OPTIONEE: Two International Group, LLC ("Client" or "Lessee")
PREMISES: 100 New Hampshire Avenue, Pease International Tradeport
DATE: _____, 201_____

This Option Agreement and Term Sheet (the "Agreement"), when executed, shall be effective as of _____, 201_____

WHEREAS, PDA is the owner of certain property located at 100 New Hampshire Avenue (formerly known as 80 Rochester Avenue) Pease International Tradeport, Portsmouth, NH (the "Premises" or "Property"); and

WHEREAS, PDA and CLIENT desire to enter into this Agreement to grant Client an option to lease the Property from PDA pursuant to the option terms and conditions set forth in this Agreement. PDA and CLIENT are each sometimes referred to in this Agreement as a "Party" and are sometimes collectively referred to as the "Parties".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the PDA and Client hereby agree to the option terms and conditions as follows:

1. Option and Option Area

Following execution of this Agreement, Client shall have an exclusive right and option to lease the land (the "Option") described generally as 100 New Hampshire Avenue and consisting of 11+/- acres as more particularly shown on the plan attached hereto and incorporated herein as Exhibit "A" (the "Option Area"), for general office use. The "Option Period" shall be a period of six (6) months beginning the effective date first above written, for which Client shall pay PDA an option rate of **\$18,150.00** (the "Option Payment").

2. Option Payment(s)

The first Option Payment in the amount of **\$18,150.00** for the first Option Period shall be due and payable upon execution of this Agreement.

At least _____ () days prior to the expiration of the Option Period, but not later than _____, 201_____, Client shall provide written notice to PDA of its request to extend the Option Period for one additional six (6) month period (the "Option Extension Period"). Said notice shall be accompanied by payment of an Option Payment to PDA of **\$36,300.00** for the Option

Extension Period.

Client acknowledges that any extension of the Option Period shall require consent of the PDA Board of Directors and be further subject to the Client demonstrating to PDA that it has made substantial progress with respect to the development of the parcel. In the event the PDA Board of Directors does not consent to the Option Extension Period, the additional Option Payment for said Option Extension Period shall be returned to Client and the Option Period shall be deemed to have terminated on _____, 201 ____.

3. Exercise of Option

The Option may be exercised by Client at any time prior to the expiration of the Option Period by providing written notice (the "Option Exercise Notice") of such exercise to PDA prior to the expiration of the Option Period.

Upon the valid exercise of the Option, Client and PDA shall negotiate a Lease Agreement (the "Lease") for the Option Area on terms and conditions mutually agreeable to the parties at an initial base rent of \$16,500 per acre per year. The Lease shall be subject to Client's obligation to (i) obtain all necessary governmental approvals, including approval of the PDA Board of Directors, as may be required in connection with its exercise of the Option; (ii) an initial base term of not more than 40 years; (iii) an initial base rent of \$16,500 per acre per year and subject to annual escalation as such escalation shall be set forth in the Lease; (iv) payment of a municipal services fee in accordance with the provisions of RSA 12-G:14; and (v) shall be subject and subordinate to the Federal Grant Assurances to which PDA is subject.

Except as otherwise specifically agreed in writing by the Parties, if a Lease has not been executed or if all necessary governmental approvals required to commence construction on the Option Area, as contemplated by Client, have not been obtained within one hundred eighty (180) days of the Option Exercise Notice, Client shall have no further rights to the Option Area and the property shall revert to PDA.

4. Access to Option Area

PDA agrees to permit Client or its representative to undertake such reasonable environmental and/or geotechnical investigations of the Option Area as Client shall request in writing to PDA, provided that such rights may be exercised only: (i) during the time that this Agreement has not terminated; and (ii) subject to the execution of a right of entry setting forth the specific rights and obligations of the Parties and the provision of required insurance to protect the interests of PDA.

5. Termination of Option

Notwithstanding any other provision of this Agreement, and in addition to the termination provisions provided herein, the Option shall terminate automatically on the failure to extend the Option Period for a successive six (6) month period.

Upon expiration or termination of the Option without exercise of the Option Exercise Notice, Client shall have no further right to the Option Area and it shall revert to PDA.

EXECUTION

IN WITNESS WHEREOF, Lessor and Client have executed this Agreement effective as of the ____ day of _____, 201__

PEASE DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

TWO INTERNATIONAL GROUP, LLC

By: _____
Its: _____

EXHIBIT A
OPTION AREA

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: December 20, 2016

Re: Revisions to Existing Signs – ConvenientMD, 111 New Hampshire Avenue

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

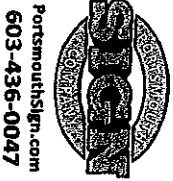
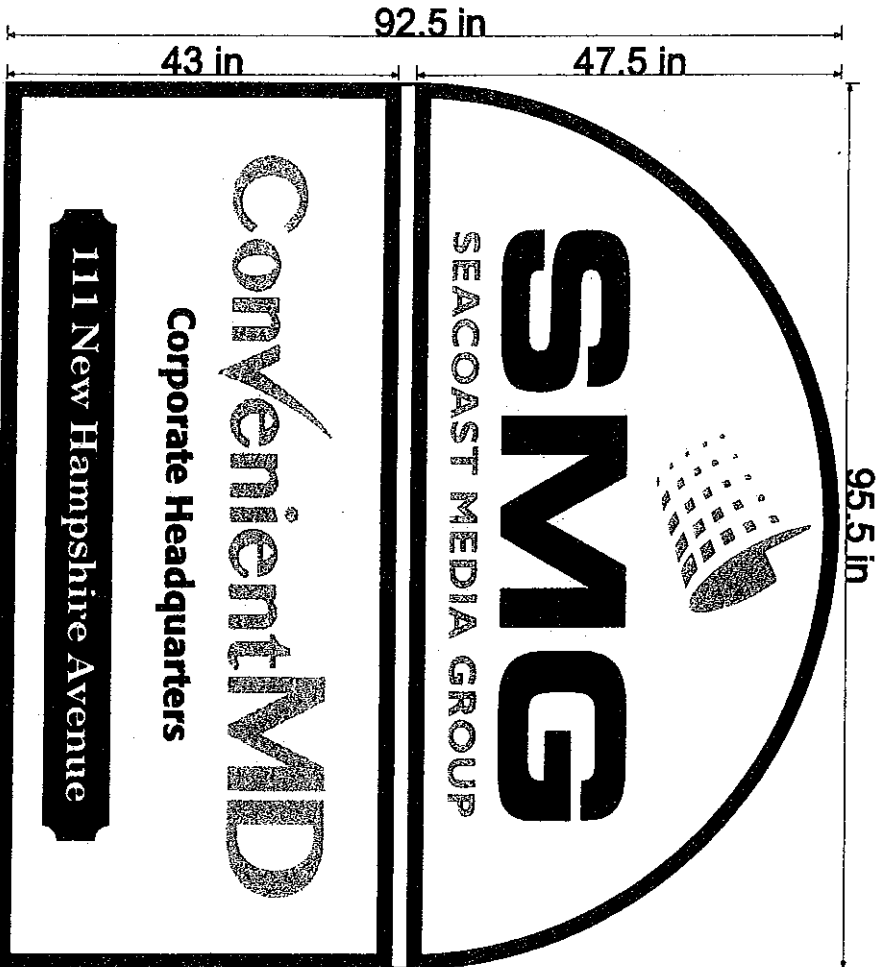
1. Revise the face of the existing sign at 111 New Hampshire Avenue to add the subtenant's name to the existing sign.

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

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

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

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



REVISION:
 All orders under \$250 include 1 revision only.
 All orders over \$250 include 3 revisions only.
 Additional revisions will be charged at \$25 per revision.
PLEASE NOTE:
 Designs are NOT actual size and color may vary depending on printer and/or monitor.

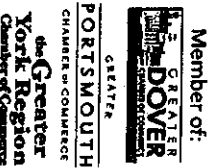
11/16/16
 I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

SIGNATURE:

Date:

RETURN SIGNED TO: service@portsmouthsign.com

@COPYRIGHT 2015, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.



Shop Use Only

Qty: SS DS

Materials:

Background Color:


Vinyl Color: HP Int

Other:



MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Date: December 20, 2016

Re: Revisions to Existing Signs – 119 International Drive, LLC, 15 Rye Street

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

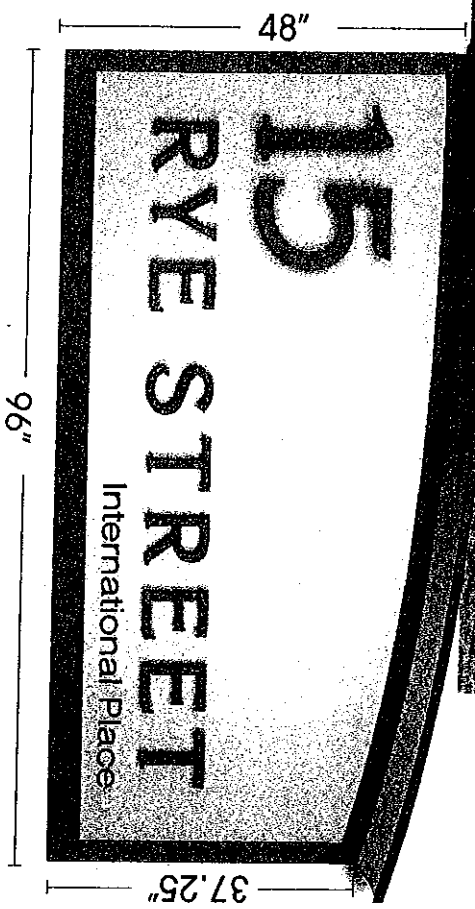
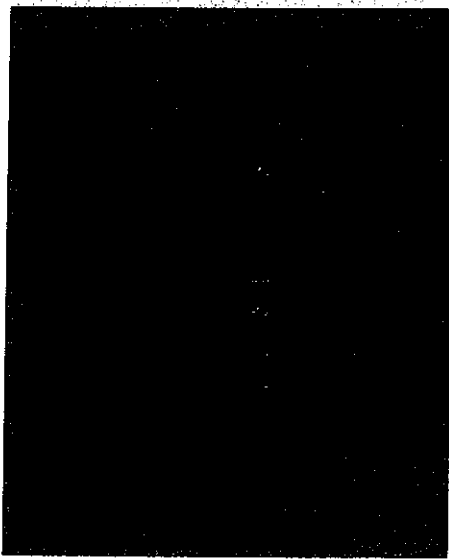
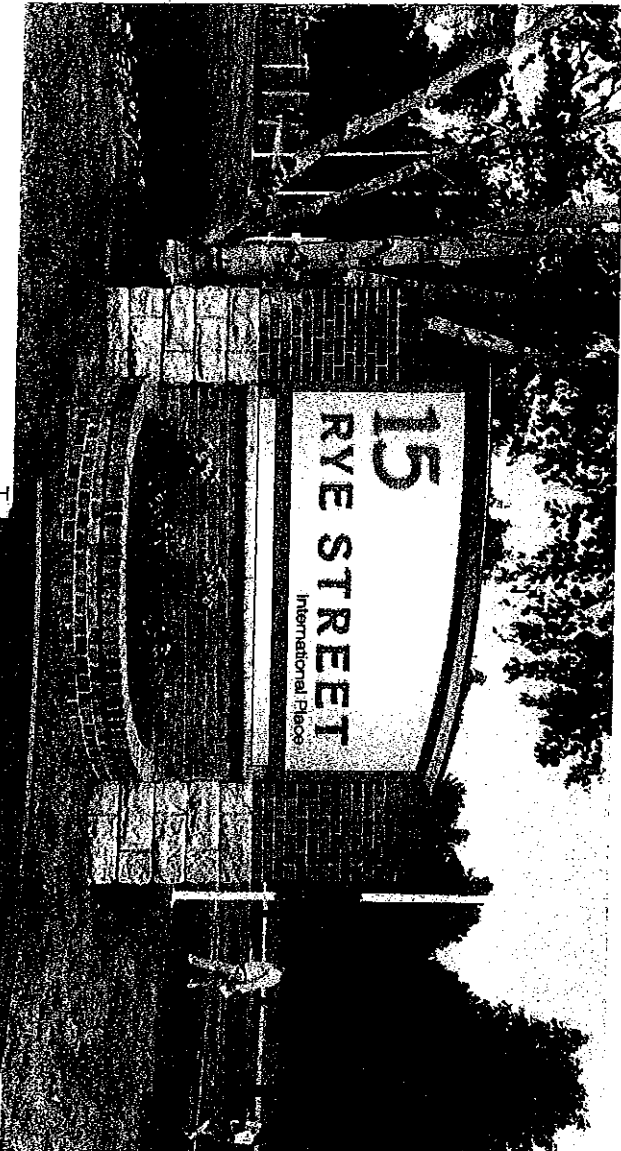
1. Replace the existing sign at 15 Rye Street with a slightly larger sign.

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

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

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

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



29 Square Feet



Measurements on this artistic rendering may vary slightly from the actual "AS BUILT" upon final engineering. Color and Resolution in proof are not representative of final project due to individual monitor settings.

This drawing protected by U.S. copyright laws. Any use, reproduction, copying or exhibiting this drawing without the express written consent of Classic Signs is illegal.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept and bind insurance coverages for the Pease Development Authority to be provided by Cross Insurance Agency for the period of 12/31/16 through 12/31/17 in the projected amount of \$160,680.65; all in accordance with the Proposed Premium Summary attached hereto.

N:\RESOLVES\CrossInsurance1216.docx

2016-2017 Insurance Proposal

Presented to

Pease Development Authority (PDA)



Presented By

**Crystal Moretti
David Hampson**



Proposed Premium Summary

Policy Type	Company	AM Best Rating	Standard & Poor Rating	Proposed Premium	Expiring Premium
Commercial Property/Equipment	Preferred Aviation Underwriters/AIG	A	A	\$70,759	\$74,536
Commercial Package/(General Liability)	Hanover	A	A-	\$24,914	\$23,894
Business Auto	Hanover	A	A-	\$21,133	\$19,090
Umbrella	Hanover	A	A-	\$9,278	\$9,149
Crime/Employee Dishonesty	Hanover	A	A-	\$2,428	\$2,428
Employment Practices Liability	Chubb	A++	AA	\$9,640	\$9,640
Airport Liability	AIG	A	A	\$16,760	\$16,760
Pollution	Freberg/Admiral	A+	A+	\$5,768.65	\$5,970.53
Total				\$160,680.65	\$161,467.53

Notes:

- Property rates are the same as the expiring policy. Premium reduction is due to a total reduction in property limits (75 Rochester Ave was removed from the policy mid-term at value of \$10.9 million and contractors equipment limit was increased by \$1.3 million at renewal).

- Alternate Airport Liability quote from Berkley Aviation for annual premium \$16,077.

- Premium indications for alternate Airport Liability limits are listed below. Note that these are indications only and actual premiums will depend on the extent of increased exposure associated with international air carrier operations.

AIG: \$50 Million-\$22,555, \$100 Million-\$30,755

Berkley: \$50 Million-\$20,901, \$100 Million-\$29,262

- Pollution liability premium reduction due to removal of JetA tank from the policy. Premium reduction was minimal due to fact that JetA tank was underwritten as an empty tank.

- Commercial package with Hanover includes \$50,000 Privacy & Security Liability and \$50,000 Cyber Media Liability with a \$5,000 deductible. Coverage can be declined for \$134 premium savings.

Pease Development Authority
5 Year Premium Summary

Boldfaced premiums indicate years insured with Cross Insurance

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
General Liability	\$33,327.00	\$29,226.43	\$30,496.42	\$23,017.00	\$23,894.00	\$24,914.00
Commercial Property	\$86,908.00	\$74,071.00	\$76,067.00	\$77,506.00	\$74,536.00	\$70,759.00
Crime	\$4,432.00	\$2,354.00	\$2,354.00	\$2,354.00	\$2,428.00	\$2,428.00
Commercial Automobile	\$22,992.00	\$16,661.00	\$17,783.00	\$19,692.00	\$19,090.00	\$21,133.00
Umbrella	\$15,327.00	\$14,492.00	\$14,946.00	\$9,047.00	\$9,149.00	\$9,278.00
Employment Practices	Included w/crime	\$7,971.00	\$8,933.00	\$9,713.00	\$9,640.00	\$9,640.00
Airport Liability	\$27,000.00	\$17,012.00	\$17,012.00	\$17,012.00	\$16,760.00	\$16,760.00
Pollution Liability	\$9,624.00	\$5,640.00	\$5,886.07	\$5,970.53	\$5,970.53	\$5,768.65
Total	\$199,610.00	\$167,427.43	\$173,477.49	\$164,311.53	\$161,467.53	\$160,680.65

*Option to move coverage to Berkeley Aviation for annual premium of \$16,077

MOTION

Director Allard:


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, 2017 through December 31, 2017, in the amount of \$18,902.09 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 Andrew Pomeroy, Airport Operations Supervisor, dated December 5, 2016, 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.

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR 
FROM: ANDREW B. POMEROY, AIRPORT OPERATIONS SUPERVISOR
SUBJECT: USDA/WS WILDLIFE CONTROL PROPOSAL
DATE: 12/5/2016
CC:

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 expires on December 31, 2016 and it is important that these efforts continue to ensure the safety of the flying public as well as compliance with 14 CFR part 139.

The USDA has proposed a new contract through FY17 in the amount of \$18,902.09. 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 \$18,902 is a \$543.41 increase over 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.

In accordance with the provisions of RSA 12-G:8 VIII, we recommend waiving the RFP requirement for the following reasons: The PDA has a long standing relationship with USDA WS stemming back to the time the PDA was formed. As part of that relationship the USDA WS has maintained ongoing wildlife surveys, with data dating back to its first arrival at Pease. PDA does not want to interrupt this data stream. In addition the USDA WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management, to meet 14 CFR 139 Requirements. The USDA is the FAA recognized federal authority for airport wildlife hazard management and training.

I request that you seek Board of Director's approval at their December 15, 2016 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, 2017 and will expire December 31, 2017.

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: Andrew Pomeroy, Airport Operations 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 sub-permittees.
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 one to two working days (8-9 hours) per week for up to a 7 month period (4/1/14-10/31/14) as funding allows. 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 1/1/2017, and shall expire on 12/31/17.

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 1/1/2017-
12/31/2017

Personnel Costs	\$12,946.98
Vehicle Usage	\$ 1,304.00
Supplies/Equipment	\$ 615.00
Subtotal (Direct Costs)	\$14,865.98
Indirect Cost.....	\$ 1,635.26
Program Support	\$ 2,400.86
TOTAL	\$18,902.09

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 **\$18,902.09**

Financial Point of Contact

PDA: Andrew Pomeroy

(603) 433-6536

APHIS, WS: Raquel Young

(603) 223-6832



MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Holliston Sand & Gravel of Slatersville, RI, for the period of December 1, 2016 through November 30, 2017 for the purpose of providing FAA approved runway sand for the Airport runways at the price of \$99.05 per ton; in accordance with the memo from Andrew Pomeroy, Airport Operations Manager, dated November 30, 2016, attached hereto.

N:\RESOLVES\Runway Sand1216.docx

Memorandum

To: David R. Mullen, Executive Director 
From: Andrew Pomeroy, Airport Operations Manager 
Date: 11/30/2016
Subj: FAA – Approved Runway Sand

The Pease Development Authority accepted bids to supply FAA-Approved Runway Sand to be used in winter operations on the airport.

As is the case with winter operations in highways, sand is a very critical component to successful winter operations on the airport. FAA has very stringent standards for sand used on airports and as a result it generally cost more than standard highway sand and there are very few suppliers. We received one qualified bid from Holliston Sand & Gravel at \$ 99.05 per ton compared to the price last year of \$ 94.03 per ton, also supplied by Holliston.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of one-year with Holliston Sand & Gravel of Slatersville, RI at price of \$99.05 per ton. The contract period would commence December 1, 2016 and end November 30, 2017.



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Cryotech Deicing Technology of Fort Madison, IA, for the purpose of purchasing runway deicing liquid at a price of \$4.67 per gallon for a period of December 1, 2016 through November 30, 2017, all in accordance with the memorandum of Andrew Pomeroy, Airport Operations Manager, dated November 30, 2016, attached hereto.

N:\RESOLVES\Runway Deicing Liquid1216.docx

Memorandum

To: David R. Mullen, Executive Director 
From: Andrew Pomeroy, Airport Operations Manager 
Date: 11/30/2016
Subj: Potassium Acetate Liquid Runway Deicer

The Pease Development Authority accepted bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components.

Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. We advertised to the public and sent bid specifications to vendors that requested to be contacted when they were made public. We received two qualifying bids. Cryotech Deicing Technology of Fort Madison, IA 52627 was the lowest a price of \$4.67 per gallon. The price last year was \$4.605 per gallon, supplied by Nachurs Alpine Solutions Industrial.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of one year with Cryotech Deicing Technology of Fort Madison, IA 52627 at a price of \$4.67 per gallon. The contract period will commence December 1, 2016 and end November 30, 2017.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing sodium formate based runway deicing solid at the price of \$0.599 per pound for a period of December 1, 2016 through November 30, 2017, all in accordance with the memorandum of Andrew Pomeroy, Airport Operations Manager, dated November 30, 2016, attached hereto.

N:\RESOLVES\Runway Deicing Solid1216.docx

Memorandum



To: David R. Mullen, Executive Director
From: Andrew Pomeroy, Airport Operations Manager *Sw*
Date: 12/9/2016
Subj: Anhydrous Sodium Formate Based Runway Deicing Solid

The Pease Development Authority accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components.

Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. We advertised to the public and sent bid specifications to vendors that requested to be contacted when they were made public. Nachurs Alpine Solutions Industrial was the only qualified bidder. They bid \$0.599 per pound compared to the price last year of \$ 0.708.

I recommend that you seek Board of Directors' approval to enter into an agreement for a period of one year with Nachurs Alpine Solutions Industrial of Marion, OH at a price of \$0.599 per pound. The contract period will commence December 1, 2016 and end November 30, 2017.

MEMORANDUM

To: David R. Mullen, Executive Director 
From: Lynn Marie Hinchee, Deputy Director/General Counsel 
Date: December 15, 2016
Re: Election of Officers - Proposed Motions

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motion set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 15, 2016:

ELECTION OF OFFICERS

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

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

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

Meeting Chairman: "Is there a second?"
"Is there any discussion on the motion?"
"I'll call for a vote."

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

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

Meeting Chairman: "Is there a second?"
"Is there any discussion on the motion?"
"I'll call for a vote."

PDA COMMITTEE LISTING – EFFECTIVE December 15, 2016

Standing Committees

Executive Committee

George Bald, Chair
Peter Loughlin, Vice Chairman
Robert Allard, Treasurer
Staff Contact: Mullen/Hinchee

Marketing and Economic Development Committee

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

Finance Committee

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

Zoning Adjustment & Appeals Committee

Frank Torr, Chair
Peter Loughlin
George Bald
Staff Contact: Hinchee/Stowell

Airport Committee

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

Ad Hoc Advisory Committees

Capital Improvement and
Land Planning Committee

Peter Loughlin, Chair
Robert Allard
Frank Torr
George Bald
Staff Contact: Hinchee/Stowell

Transportation Management Committee

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

Golf Committee

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

Port Committee

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

Audit Committee

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

Legal Bill Review

George Bald, Chair
Peter Loughlin
Frank Torr
Staff Contact: Hinchee

Notes: Executive Committee must have Board Chairman as Exec Cmt. Chair and Board Vice-Chair as Exec. Cmt. Vice Chair; Finance Committee must have Board Treasurer as Chairman of Finance Cmt. Other than that, each committee must have a minimum of 3 Directors appointed to each committee with a chairman selected from such appointees; appointments to committees are at sole discretion of Board Chairman;

MEMORANDUM

Date: December 15, 2016
 To: PDA Employees – Non-Classified
 From: David R. Mullen, Executive Director *DRM*
 Subject: 2017 Holiday Schedule

The following holidays will be observed by all PDA full-time employees for 2017:

New Year's Day		Monday	01/02/17
Martin Luther King /Civil Rights Day	Observed	Monday	01/16/17
Presidents' Day	Observed	Monday	02/20/17
Memorial Day	Observed	Monday	05/29/17
Independence Day		Tuesday	07/04/17
Labor Day		Monday	09/04/17
Columbus Day	Observed	Monday	10/09/17
Veteran's Day	Observed	Friday	11/10/17
Thanksgiving		Thursday	11/23/17
Day after Thanksgiving		Friday	11/24/17
Christmas Day		Monday	12/25/17

Full-time employees shall, on July 1, accrue and will be entitled to (1) floating holiday of the employee's choice. However, in the event an employee does not utilize the floating holiday within one (1) year of its accrual, such floating holiday shall be forfeited. Floating holidays may not be utilized in hourly increments and must be taken as a full day off from work.

Memorandum

To: Andrew Pomeroy, Airport Operations Manager
From: Sandra McDonough, Airport Operations Specialist *SM*
Date: 12/8/2016
Subj: Noise Report for November 2016

The Portsmouth International Airport received a total of 11 inquiries in November 2016, 9 rotor and 2 fixed wing.

The 9 rotor wing inquiries originated from 2 Portsmouth residents. One resident inquired 8 times. All of the rotor wing inquiries pertained to Seacoast Helicopters.

The 2 inquiries on fixed-wing aircraft related to non-based military aircraft practicing touch and go's. These aircraft include a C-32B (B757) based out of McGuire Air Force Base, a C5 based out of Westover and a B707 based out of Hanscom Air Force Base.

Attached is a copy of the Noise Report for November 2016.

PDA Noise Control Log

For the Period: 11/1/16 to 11/30/16

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	11/2/2016	17:38	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - N219CR directly over my house, return trip.	Individual has indicated in the past that a call back is unnecessary.
2	11/4/2016	13:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT = N219CR, outbound trip.	Individual has indicated in the past that a call back is unnecessary.
3	11/5/2016	10:58	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - N219CR, outbound trip.	Individual has indicated in the past that a call back is unnecessary.
4	11/6/2016	11:10	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - N219CR, outbound trip. ALT 700'	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 11/1/16 to 11/30/16

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
5	11/6/2016	12:19	132 Greenside Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	<p>About noon time today, our famous little buddy, the red helicopter was hovering over my house for two or three minutes at about two or three hundred feet with no forward movement at all. Obviously no air traffic concerns at all. I really wish you would work with us, the community and get something done about this. I'm really tired of this guy hovering over my house and practicing his engine out maneuvers over my house. I don't like this at all. I have seen him flying downtown well below the 1000' that we agreed to. There are other cities and towns that make this work and I wish you guys would work with us and the FAA, to get something done about this. Because we have been more than patient with this cram down that you put down us and the cities throat. You are more then welcome to call me back but I'm kind of tired of the excuses as well. As far as the air traffic situation and he's flying where he's supposed to be flying. I have have photographic and video proof that he is disobeying the gentlemen's agreement. Unless you guys have a real solution and are going to do something, you could just spare me the wasted phone call. I would like him to stop doing the autorotations over my house. If you guys could take care of that one thing. That would be great.</p>	<p>McDonough spoke with the caller on November 11/10. McDonough spoke with Seacoast Helicopters about procedures for autorotation and will follow up with ATC.</p>

PDA Noise Control Log

For the Period: 11/1/16 to 11/30/16

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
6	11/8/2016	18:06	178 Bayview Newmarket, NH 03857-	NonBased	C5, B757	I'm calling about a serious life safety issue going on in Newmarket New Hampshire. We have been targeted all day long. Hour after hour after hour. These aircraft coming from Pease are very low, a very dangerous condition and there is no question about it the visuals are showing that they have targeted us. This is not an accident it is a darra deliberate targeting. Part of the purpose of this call is to log in so that when the catastrophe happens I trust that criminal prosecution will ensue for criminal negligence. Thank you.	She has been contacted in the past about her concerns.
7	11/10/2016	10:46	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter, outbound trip.	Individual has indicated in the past that a call back is unnecessary.
8	11/13/2016	8:28	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - N219CR again, two passes over the house before 9am on Sunday morning. Thanks, Seacoast Helicopters.	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 11/1/16 to 11/30/16

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
9	11/17/2016	8:30	258 Dover Road Durham, NH 03824	Based	Boeing 707	<p>This morning around 8:32 I was driving on route 4 back to Durham and I saw a plane flying over Great Bay that caught my eye because there was a stream of what looked like a dark cloud or something coming from the wing. I thought it was smoke but it wasn't that dark. I kept staring to see if the plane was ok or if it was going to crash. Right around that same time I started smelling an incredibly gross amount of fuel I was told that this can happen at time that when they don't use as much fuel as they thought they release it before they land to make it safer to land and they might get penalized if they didn't use it. It was right over great bay. The smell stayed on route 4 the whole way. This has happened before. Not that I've seen it but I have smelled it and heard rumors from people who have lived in Newington for a while that this happens. So...uhm.... it's somewhat horrifying to see. So I didn't know if there was something you could suggest because I don't know what can be done. Thanks a lot Bye.</p>	<p>McDonough spoke with the caller and discussed her concerns about the B707. The aircraft was not dumping fuel into the water. If the conditions are right you can see the airflow over the wings refer to as contrails. The smell might have been the exhaust from the B707's engines. The aircraft was performing touch and go's for about an hour.</p>
10	11/23/2016	13:13	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	<p>Emailed: NOISE COMPLAINT - Red helicopter</p>	<p>Individual has indicated in the past that a call back is unnecessary.</p>
11	11/23/2016	11:50	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	<p>Emailed: NOISE COMPLAINT - Red helicopter, R-22</p>	<p>Individual has indicated in the past that a call back is unnecessary.</p>

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$71,121.89 for legal services rendered to the Pease Development Authority by:

1.	Anderson Kreiger LLP		
	Through November 30, 2016	\$3,470.50	
			\$ 3,470.50
2.	Kutak Rock LLP		
	Through October 31, 2016	\$ 967.05*	
		\$ 16,545.59	
	Through November 30, 2016	\$ 16,052.75	
			\$33,565.39
3.	Sheehan Phinney Bass + Green		
	Through October 31, 2016	\$ 230.00	
		\$ 20,735.00	
	Through November 30, 2016	\$ 13,121.00	
			<u>\$34,086.00</u>
	Total		<u>\$71,121.89</u>

*Note: The City of Portsmouth will pay the remaining balance.

ANDERSON KREIGER

DAVID S. MACKEY
dmackey@andersonkreiger.com
617-621-6531
617-621-6631

December 2, 2016

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

Total Current Billing:	<u>3,470.50</u>
Previous Balance Due:	0.00
Total Now Due:	<u>3,470.50</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

NOV 14 2016

KUTAK ROCK LLP

SUITE 800
1625 EYE STREET, NW
WASHINGTON, DC 20006-4061

202-828-2400
FACSIMILE 202-828-2488

www.kutakrock.com

BARRY P. STEINBERG
barry.steinberg@kutakrock.com
(202) 828-2316

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OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
ROGERS
SCOTTSDALE
SPOKANE
WICHITA

November 8, 2016

Suzanne M. Woodland
Deputy City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Lynn Hinchee
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: *General*

TOTAL CURRENT AMOUNT DUE

\$2,777.29

NOV 14 2016

KUTAK ROCK LLP

SUITE 800
1625 EYE STREET, NW
WASHINGTON, DC 20006-4061

202-828-2400
FACSIMILE 202-828-2488

www.kutakrock.com

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RICHMOND
ROGERS
SCOTTSDALE
SPOKANE
WICHITA

BARRY P. STEINBERG
barry.steinberg@kutakrock.com
(202) 828-2316

November 10, 2016

Lynn Hinchee
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: *CLF*

TOTAL CURRENT AMOUNT DUE

PROFESSIONAL
PAYMENT
LEGAL: *Lynn Hinchee*

\$16,545.59

KUTAK ROCK LLP

SUITE 800
1625 EYE STREET, NW
WASHINGTON, DC 20006-4061
202-828-2400
FACSIMILE 202-828-2488
www.kutakrock.com

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LOS ANGELES
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OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
ROGERS
SCOTTSDALE
SPOKANE
WICHITA

BARRY P. STEINBERG
barry.steinberg@kutakrock.com
(202) 828-2316

December 1, 2016

Lynn Hinchee
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: *CLF*

TOTAL CURRENT AMOUNT DUE

\$16,052.75

SHEEHAN PHINNEY BASS & GREEN PA
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:	\$230.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$230.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$230.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$20,735.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$20,735.00

PREVIOUS BALANCE:	\$8,883.76

TOTAL BALANCE DUE:	\$29,618.76

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$13,121.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$13,121.00

PREVIOUS BALANCE:	\$20,735.00

TOTAL BALANCE DUE:	\$33,856.00

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: December 15, 2016
 Re: Commercial Mooring Permit Transfers

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers" adopted by the Board on January 24, 2002, I am pleased to report that PDA has approved of commercial mooring permit transfer for the following permit:

	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Rye Harbor Transferor: Transferee:	No. 397 Randell Collins Joshua Crooks	Commercial Fishing	11/10/16

The Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers provides that:

"A Mooring Permit Transfer request submitted to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. In accordance with NH Administrative Rule Por 301.08 (superseded by Pda 508.01 (a) - (d)), a commercial boat owner must submit to the Division documented proof of the commercial nature of the business being sold.

These conditions have been met.

November 10, 2016

Randell Collins
26 Centennial St
Seabrook, NH 03874

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 397, Rye Harbor, New Hampshire

Dear Mr. Collins:

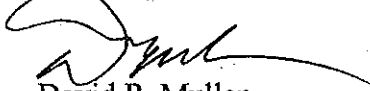
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Joshua Crooks, of 77 Locust Street in South Hampton, NH in connection with the sale of your commercial fishing business.

You and Joshua Crooks have represented that Joshua Crooks intends to use the mooring for commercial fishing related purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Joshua Crooks will continue to use the mooring for commercial fishing related purposes.

In accordance with the administrative rules which govern the transfer of commercial moorings; "If the holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse." See enclosed copy of Pda 508.01(d). By copy of this letter, Randell Collins is being put on notice of this provision.

Thank you for your attention to this matter.

Sincerely,



David R. Mullen
Executive Director

Enclosure

cc: Geno Marconi, Director PDA-DPH
Joshua Crooks
PDA Legal Dept.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: November 9, 2016
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #397, from Randell Collins to Joshua Crooks.

I have reviewed the attached paperwork and concur with the local Harbormaster and Chief Harbormaster that the request meets all the requirements of the PDA-DPH Code of Administrative Rules regarding commercial mooring transfers. Therefore, I am requesting approval of the transfer.

If you have any questions or need further information, please let me know.

MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$90.00 for legal services rendered to the Division of Ports and Harbors by:

1. Susan Marshall, Esq.
Through August 30, 2016 \$90.00

N:\RESOLVES\LegalServicesDPH1216.docx

Invoice No. 2016-11-05-0148

Nov. 5, 2016

Billed to:

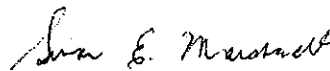
Pease Development Authority
Pease International Tradeport
55 International Drive
Portsmouth, NH 03801-2002

Attn: Ms. Marie Aleksy

Amount due:

\$ 90 (1.5 hours @ \$60 per hour=\$ 90). Time sheet attached.

Submitted by:



Susan E. Marshall
33 Hilltop Road
Philadelphia PA 19118

*Find invoice.
D's been a while time!*

