

PEASE DEVELOPMENT AUTHORITY
Thursday, June 15, 2017

PUBLIC AGENDA

Time: 8:00 a.m.

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

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: May 18, 2017*
- III. Public Comment
- IV. Old Business
- V. Golf Committee Report* (Bohenko)
 1. Colliers Golf Course Advisory Services***
- VI. Finance Committee Report* (Allard)
 - A. Financial Reports
 1. Operating Result for Ten Month Period Ending April 30, 2017*
 2. Nine Month Cash Flow Projections to February 28, 2018*
 3. Proposed FY 2018 Operating Budget and FY 2019 – FY 2021 Forecast*
- VII. Licenses/Easements/Rights of Way/Options
 - A. Approvals
 1. Redhook Brewery – Fencing* (Lamson)
 2. City of Portsmouth Police Department – Vehicle Training ROE* (Preston)
- VIII. Leases
 - A. Approvals
 1. Summit Land Development, LLC – Concept Plan* (Torr)
- IX. Contracts/Agreements
 - A. Reports*
 1. Stanley Elevator Company, Inc. – PSM Elevator Repairs
 2. Daystar, Inc. – SQL Server Update
 3. Tri State Fire Protection, LLC – Kitchen Suppression System Inspection
 4. GZA GeoEnvironmental, Inc. – Newfields Ditch Mitigation Monitoring
 5. Ricci Construction Company, Inc. – PSM Roof Work
 - B. Approvals
 1. Merchant Services – Credit Card RFP* (Loughlin)
 2. County Club Enterprises – Golf Course Car Tracking Module* (Lamson)
- X. Executive Director's Reports/Approvals
 - A. Reports
 1. Golf Course Operations

2. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*

- B. Approvals
 1. Bills for Legal Services* (Allard)

XI. Division of Ports and Harbors

- A. Reports
 1. Port Advisory Council
 2. James Brian McAteer – Charter Boat ROE*
- B. Approvals
 1. Schedule of Pilotage Fees/Rates* (Bohenko)
 2. Lamey, LLC – ROE* (Torr)
 3. Pete’s Sewer Service – ROE* (Preston)
 4. Captain Bob’s LLC – ROE* (Loughlin)
 5. Appledore Marine Engineering – RFP* (Lamson)

XII. New Business

XIII. Upcoming Meetings

Golf Committee	August 7, 2017
Finance Committee	August 7, 2017 @ 8:30 a.m.
Board of Directors	August 10, 2017

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

XIV. Directors’ Comments

XV. Adjournment

XVI. 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, May 18, 2017

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

I. Call to Order

Chairman Bald called the meeting to order at 8:03 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

II. Acceptance of Minutes: April 20, 2017

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the April 20, 2017 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comments

There were no public comments.

IV. Old Business

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to complete negotiations with Spyglass Development, LLC and to enter into a Lease Agreement for the premises located at 30 New Hampshire Avenue; substantially in accordance with the memorandum from Lynn Marie Hinchee, PDA Deputy Director/General Counsel, dated May 8, 2017, attached hereto.** Discussion: Attorney Hinchee reported that the deal was worked out and the Kanes are ready to move forward. Chairman Bald was pleased. Disposition: Resolved by unanimous vote for; motion carried.

V. Finance Committee Report

Irv Canner, PDA Director of Finance, reported that the Finance Committee met on April 19, 2017 to review the status of PDA finances.

A. Financial Reports

1. Operating Results for Nine Month Period Ending March 31, 2017

Mr. Canner reported on the status of the PDA FY 2017 finances for the nine month period ending March 31, 2017: including reviews of PDA's operating income and expenses; budget variances; status of the Balance Sheet; and the analysis of PDA business units.

2. Nine Month Cash Flow Projections to January 31, 2018

Mr. Canner reviewed PDA cash flow projections for the nine month period ending January 31, 2018, including a review of PDA's debt status; grant funded capital improvement projects including the

runway rehabilitation and the airport obstruction removal projects; status of PDA's revolving line of credit; and the status of the Division of Ports and Harbors unrestricted funds.

3. Revolving Loan Fund Semi-Annual Report Ending March 31, 2017

Mr. Canner presented a review of the status of the Revolving Loan Fund through March 31, 2017. There have been 95 loans since inception in July of 1994 and utilizing the fund has saved or created approximately 300 jobs.

Note: Director Preston stepped out of the meeting at 8:18 a.m. and returned at 8:26 a.m.

VI. Licenses/Easements/Rights of Way/Options

A. Approvals

1. EAA-Chapter 225 - ROE

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Seacoast Region Chapter 225 of the Experimental Aircraft Association (EAA) at Skyhaven Airport for the purpose of staging and hosting EAA 225 Young Eagle Flight Rally events through December 31, 2017; all in accordance with the memorandum from Paul E. Brean, Airport Director, dated May 10, 2017, and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.**

2. New England Aerobatic Club - ROE

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Aerobatic Club (NEAC) for the purpose of holding airplane aerobatic practice at Skyhaven Airport through December 31, 2017; all in accordance with the memorandum from Paul E. Brean, Airport Director, dated May 10, 2017, and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.**

Note: Director Bohenko stepped out of the meeting at 8:30 a.m. and returned at 8:33 a.m.

VII. Leases

A. Reports

1. 222 International Limited Partnership

222 International Limited Partnership entered into a sublease with KAT Implants, LLC ("KAT") for 4,042 square feet (Suite 185) within the Leased Premises at 222 International Drive for a period of seven years effective September 1, 2017. KAT will use the premises for office and light industrial use. Director Lamson approved the sublease.

2. Two International Group, LLC

Two International Group, LLC entered into a sublease with Primmer Piper Eggleston and Cramer, PC ("Primmer") for 3,176 square feet within the Leased Premises at Two International Drive for a period of five years and two months effective September 1, 2017. Primmer will use the premises for office and related uses. Director Lamson approved the sublease.

B. Approvals

1. 119 International Drive, LLC – Concept Plan

Director Torr moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby approves of the Concept Plan attached hereto submitted by 119 International Drive, LLC for the premises located at 19 Rye Street, Portsmouth, New Hampshire; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated May 12, 2017, attached hereto.** Discussion: Maria Stowell, Engineering Manager, introduced Shannon Alther from TMS Architects (“TMS”) who gave a brief presentation of the proposed building for the Department of Health and Human Services (“DHHS”). Director Loughlin explained that this is a replacement building on the site of the old church. Director Loughlin noted his concerns regarding the 25’ wetland setback and wanted to be sure the PDA keeps track of that. Director Lamson agreed and expressed concern with snow removal and treatment near the wetlands area. Mr. Alther indicated TMS will work with PDA on this issue. Disposition: Resolved by unanimous vote; motion carried.

VIII. Contracts/Agreements

A. Reports

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

1. Colliers Golf Course Advisory Services - Assessment

PDA contracted with Colliers Golf Course Advisory Services for an assessment of the Pease Golf Course. The expenditure of \$4,850.00 was approved by Treasurer Allard.

2. MTE Turf Equipment Solutions

PDA contracted with MTE Turf Equipment Solutions for the purchase and delivery of one Turfco Tow behind debris blower for use at the Pease Golf Course. The expenditure of \$7,765.00 was approved by Vice-Chairman Loughlin.

3. Tec Solutions Concepts, Inc.

PDA contracted with Tec Solutions Concepts, Inc. for the purchase and installation of the CyberKey electronic key system at the Portsmouth International Airport at Pease. The expenditure of \$4,000.00 was approved by Vice-Chairman Loughlin.

B. Approvals

1. Pease Golf Course – Fairway Mower

Director Preston moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Turf Products Corp. of Enfield, Connecticut, for the purchase of a Toro Fairway Mower for a price not to exceed \$59,981.36; in accordance with the memorandum from Scott DeVito, PGA General Manager, dated May 4, 2017 attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

2. PSM Runway Reconstruction Design – Grant Acceptance

Director Loughlin moved and Director Torr seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to:

(1) accept on behalf of the PDA for design work for the runway reconstruction at Portsmouth International Airport at Pease, a Federal Aviation Administration (“FAA”) Grant Offer of AIP funding in the amount not to exceed \$838,065.00;

(2) accept from NHDOT Division of Aeronautics an amount not to exceed \$46,555.00 for project costs;

(3) expend \$106,555.00 PDA matching funds which includes a contingency of \$60,000.00;

(4) enter into a contract with Hoyle, Tanner & Associates, Inc. for the PSM runway reconstruction project in the total amount of \$1,165,900.00;

(5) accept a grant offer for an FAA Reimbursable Agreement associated with the project including \$30,395.00 in AIP funding from FAA;

(6) accept \$1,689.00 in matching funds from NHDOT Division of Aeronautics;

(7) expend PDA funds in an amount not to exceed \$1,689.00;

(8) enter into an FAA reimbursable agreement in the amount of \$33,773.00; and

(9) execute such other documents and/or agreements as are necessary or appropriate, to implement the PSM runway reconstruction; all in accordance with the memorandum from Maria J. Stowell, PE, Manager-Engineering, dated May 10, 2017 and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

3. PSM Airspace Obstructions/Lights – Grant Acceptance

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

(1) accept on behalf of the PDA a Federal Aviation Administration (“FAA”) Grant Offer of AIP funding equal to 90% of the project costs, in the amount not to exceed \$1,017,000.00, for removal of airspace obstructions and construction of obstruction lights at Portsmouth International Airport at Pease;

(2) accept from NHDOT Division of Aeronautics 5% of the project costs in an amount not to exceed \$56,500.00;

(3) expend PDA funds equal to 5% of the project costs in an amount not to exceed \$56,500.00;

(4) enter into a contract with Hoyle, Tanner & Associates, Inc. for construction phase engineering services for the project in the total amount of \$197,200.00; and

(5) enter into a contract with Pine Hill Construction, LLC for the project construction in an amount not to exceed \$824,786.00; all in accordance with the memorandum from Maria J. Stowell, PE, Manager-Engineering, dated May 9, 2017 and attached hereto.

Discussion: Director Lamson asked if item number 5 includes all the trees to be replanted and install the lights and asked who will be doing the planting. Ms. Stowell reported that PDA has landscapers who are on call for the replanting. Ms. Stowell further reported that PDA has had discussions with a Newington forester with an outline for replanting. PDA will discuss with the Town of Newington how the Town of Newington will help with maintaining the new trees. This project will come back to the Board once the obstructions are removed and the project is closer to the replanting phase which should be around August because PDA will not get final grant approval before July. Director Lamson thanked Ms. Stowell for her work on the project. Disposition: Resolved by unanimous vote; motion carried.

4. PSM Terminal Improvements Planning – Grant Acceptance

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

(1) accept on behalf of the PDA a Federal Aviation Administration (“FAA”) Grant Offer of AIP funding equal to 90% of the project costs, in the amount not to exceed \$353,700.00, for design work for the Terminal improvement planning at Portsmouth International Airport at Pease;

(2) accept from NHDOT Division of Aeronautics 5% of the project costs in an amount not to exceed \$19,650.00;

(3) expend PDA funds equal to 5% of the project costs in an amount not to exceed \$19,650.00;

(4) enter into a contract with McFarland Johnson, Inc. for the PSM Terminal planning project in the total amount of \$389,900.00; and

(5) execute such other documents and/or agreements as are necessary or appropriate, to implement the PSM Terminal improvement planning; all in accordance with the memorandum from Maria J. Stowell, PE, Manager-Engineering, dated May 8, 2017 and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

5. Skyhaven Airport Snow Removal Equipment – Grant Acceptance

Director Preston moved and Director Torr seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to:

(1) accept on behalf of the PDA a Federal Aviation Administration (“FAA”) Grant Offer of AIP funding equal to 90% of the project costs, in the amount not to exceed \$452,822.00, for snow removal equipment at Skyhaven Airport in Rochester, New Hampshire;

(2) accept from NHDOT Division of Aeronautics 5% of the project costs in an amount not to exceed \$25,127.00;

(3) expend PDA funds equal to 5% of the project costs in an amount not to exceed \$25,127.00;

(4) award a contract to the lowest responsible bidder in an amount not to exceed \$487,205.00 for the purchase of snow removal equipment; and

(5) execute such other documents and/or agreements as are necessary or appropriate, to purchase the snow removal equipment which total project is estimated to be less than \$503,200.00; all in accordance with the memorandum from Maria J. Stowell, PE, Manager-Engineering, dated May 12, 2017 and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

IX. Executive Director’s Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course, including course membership, simulator activities, Golf Course maintenance work and marketing. Director Bohenko inquired how the drainage was working. Mr. DeVito reported that there was a lot of water but it is working fine. All 27 holes are now open. Director Preston asked whether there were any plans for future expansion for storage. Mr. DeVito reported that at this time they will make it work but have entertained the possibility of making use of space under the stairwell which would be approximately 250 square feet of extra storage space.

2. Airport Operations

Paul E. Brean, Airport Director, reported on aviation activities.

a) **PSM**

Since January 1, 2017, there were 14,382 passengers on Allegiant Air and 8,198 charter passengers. Allegiant will continue the Sanford/Orlando route all year and Myrtle Beach route will start on June 1. Mr. Brean reported on the addition of seating and the changing of core locks at the Terminal.

b) **Skyhaven Airport**

Skyhaven is undergoing a drainage project.

c) **Noise Line Report**

There were a total of 28 noise inquiries at PSM. There were 24 inquiries regarding rotor activities; originating from five Portsmouth residents. There were four inquiries regarding fixed wing activities. Mr. Brean reported that there were no noise complaints in connection with the F-15s that were flying out of PSM due to the use of social media releases informing the public prior to the activity.

The Directors asked Mr. Brean how he was enjoying his position at PDA and said that he was doing a good job.

B. Approvals

1. **Bills for Legal Services**

Director Lamson 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 \$38,232.95 for legal services rendered to the Pease Development Authority by:**

1.	Kutak Rock LLP		
	Through March 31, 2017	\$11,831.22	
		<u>\$ 7,556.23</u>	
			\$19,387.45
2.	Sheehan Phinney Bass + Green		
	Through March 31, 2017	<u>\$18,468.50</u>	
			<u>\$18,845.50</u>
	Total		<u>\$38,232.95</u>

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

X. Division of Ports and Harbors

Geno Marconi, Division Director, reported on the Division activities. Mr. Marconi reported on the Mooring Application Analysis and Mooring Waitlist Analysis. Director Bohenko asked about the order of the wait list for people who already have moorings. Mr. Marconi stated that each person is allowed one application per mooring field per year and that the waiting list is determined by the application dates.

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council met on May 10, 2017. The Council discussed and recommended the increase in pilot rates and recommended that a letter be sent to the US Coast Guard regarding constructing a bascule bridge when the Wentworth Bridge is replaced. The date of the next meeting was changed to June 7, 2017 because Mr. Marconi will be unavailable on June 14, 2017.

2. Commercial Mooring Transfer

Mr. Marconi reported that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Mooring Permit Transfers,” a commercial mooring was transferred for:

<u>Applicant</u>	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Seabrook Harbor	No. 7541	Commercial Fishing	05/03/17
Transferor:	Randell Collins		
Transferee:	Stephen C. Smith		

B. Approvals

1. Portsmouth Pilots Rates

Director Torr moved and Director Preston seconded that **the Pease Development Authority Board of Directors hereby approves of the Initial Proposed Amendments to the “Schedule of Pilotage Fees and Pilotage Unit Rates, Portsmouth Harbor and Piscataqua River” attached hereto; and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated May 11, 2017, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Electro Source, LLC

Director Loughlin moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a License and Operating Agreement with Electro Source, Inc. (ESI) for use of bulk storage space at the Market Street Terminal, on terms and conditions substantially similar to those set forth in the draft Letter of Intent dated May 9, 2017 attached hereto, and such other conditions as shall be necessary or desirable to this matter subject to concurrence of the Division Director and PDA General Counsel.**

Discussion: In response to Director Bohenko, Mr. Marconi reviewed ESI operations, safety, shipment timetables, inventory and fugitive dust. Attorney Hinchee responded to Director Bohenko regarding the Letter of Intent and that the License and Operating Agreement will be brought before the Board for approval.

Director Torr commended Mr. Marconi on his efforts. Director Bohenko stated he would like Mr. Marconi to draft a two-page FAQ to address public concerns. Director Preston further asked and Mr. Marconi reported on the shipping destinations, revenue and maintenance for the cargo. Director Bohenko requested a roll call vote. Disposition: Resolved by unanimous roll call vote; motion carried.

3. Albany Safran Composites, LLC – FTZ Subzone Agreement

This item is not going forward at this time. Director Bohenko moved and Director Allard seconded **that this item be tabled.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

XI. New Business

No new business was brought before the Board.

XII. Upcoming Meetings

Chairman Bald reported that the following meeting will be held:

Golf Committee	June 12, 2017
Finance Committee	June 12, 2017 @ 8:30 a.m.
Board of Directors	June 15, 2017

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

XIII. Directors' Comments

Director Preston commented on a recent trip to Punta Gorda and how he was pleased to see the airport was associated with Pease.

XIV. Adjournment

Director Lamson moved and Director Loughlin seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried. Meeting adjourned at 9:25 a.m.

XV. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

PEASE DEVELOPMENT AUTHORITY

Thursday, June 12, 2017

GOLF COMMITTEE

AGENDA

Time: 8:00 a.m.

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

COPY

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: December 15, 2016*
- III. Public Comment
- IV. Old Business
- V. New Business
 - A. Reports*
 - 1. Colliers Golf Course Advisory Services***
 - 2. FY2018 Capital
 - a. Dining Room Enhancements
 - b. Patio Design
 - c. Fertilizer Spreader
 - B. Approvals
 - 1. Country Club Enterprises – Car Tracking/Ad Man Pro Modules* (Allard)
- VI. Public Comment
- VII. Upcoming Meetings
 - Finance Committee June 12, 2017 – 8:30 a.m.
 - Board of Directors June 15, 2017 – 8:00 a.m.
 - Golf Committee August 7, 2017 – 8:30 a.m.
- VIII. Adjournment
- IX. 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
Monday, June 12, 2017

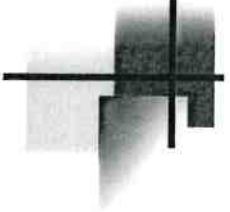
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FINANCE COMMITTEE AGENDA

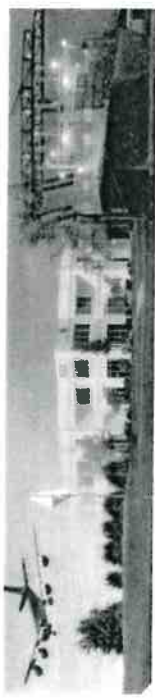
Time: 8:30 A.M.
Place: 55 International Drive
Pease International Tradeport
Portsmouth, NH 03801

- I. Call to Order (*Bob Allard*)
- II. Acceptance of Committee Meeting Minutes: April 19, 2017*
- III. Public Comment
- IV. Reports (*Irv Canner*)
 1. Operating Results for the Ten Month Period Ending April 30, 2017 *
 2. Nine Month Cash Flow Projections through February 28, 2018 *
 3. Proposed FY 2018 Operating Budget and FY 2019 – FY 2021 Forecast *+
- V. Next Committee Meetings- August 7, 2017 @ 8:30 AM
- VI. Director's Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached.
+ Proposed Motion



FY 2017 FINANCIAL REPORT FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017



**FINANCE COMMITTEE MEETING
JUNE 12, 2017**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ² FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 AND 2016

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>11,898</u>	<u>11,709</u>	<u>189</u>	<u>11,425</u>	<u>473</u>	<u>14,250</u>
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	5,188	4,893	295	4,847	341	5,807
BUILDINGS AND FACILITIES MAINTENANCE	1,382	2,008	(626)	1,756	(374)	2,321
GENERAL AND ADMINISTRATIVE	562	578	(16)	621	(59)	722
UTILITIES <i>(PAGE #6)</i>	592	74	(172)	731	(139)	884
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	344	186	158	146	198	223
MARKETING AND PROMOTION	149	301	(152)	186	(37)	348
ALL OTHER <i>(PAGE #6)</i>	<u>680</u>	<u>928</u>	<u>(248)</u>	<u>715</u>	<u>(35)</u>	<u>1,171</u>
OPERATING INCOME	<u>8,897</u>	<u>9,658</u>	<u>(761)</u>	<u>9,002</u>	<u>(105)</u>	<u>11,476</u>
NONOPERATING (INCOME) AND EXPENSES <i>(PAGE #7)</i>						
NONOPERATING (INCOME) AND EXPENSE	12	74	(62)	35	(23)	89
DEPRECIATION	4,976	5,025	(49)	5,036	(60)	6,031
NET OPERATING INCOME	<u>(1,987)</u>	<u>(3,048)</u>	<u>1,061</u>	<u>(2,648)</u>	<u>661</u>	<u>(3,346)</u>

FY 2017 BUDGET VARIANCE ANALYSIS

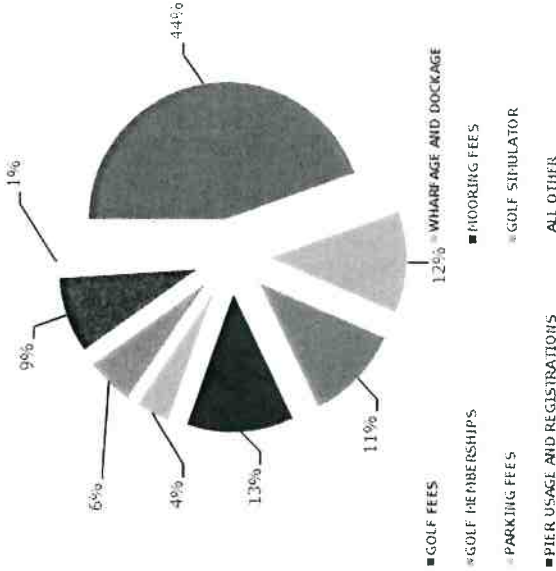
- **OPERATING REVENUES- HIGHER BY 1.6% ...**
- LOWER THAN ANTICIPATED FUEL SALES WITHIN THE DPH, OFFSET BY:
 - INCREASED GOLF FEES- DUE TO INCREASE IN ROUNDS PLAYED / WEATHER.
 - INCREASED CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.
- **OPERATING COSTS- LOWER BY 7.9%...**
- COMPREHENSIVE FY 2016 YEAR END ACCRUAL PROCESS
- FUEL PROCUREMENT COSTS LOWER DUE TO LOWER DPH FUEL SALES.
- INDIRECT LABOR ALLOCATION TO BUILDINGS AND FACILITIES NOT BUDGETED.
- **NONOPERATING (INCOME) AND EXPENSES**
- INTEREST EXPENSE LOWER DUE TO LESS THAN ANTICIPATED CAPITAL EXPENDITURES.

CONSOLIDATED OPERATING REVENUES FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 AND 2016

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	8,097	8,208	(111)	7,993	104	9,595
FEE REVENUES (SEE CHART)	2,307	2,133	174	2,092	215	2,910
FUEL SALES (SEE CHART)	545	694	(149)	621	(76)	870
CONCESSION REVENUE	293	254	39	271	22	337
GOLF MERCHANDISE	436	247	189	259	177	196
ALL OTHER- NET	220	173	47	189	31	342
	11,898	11,709	189	11,425	473	14,250

FEE REVENUES YEAR TO DATE



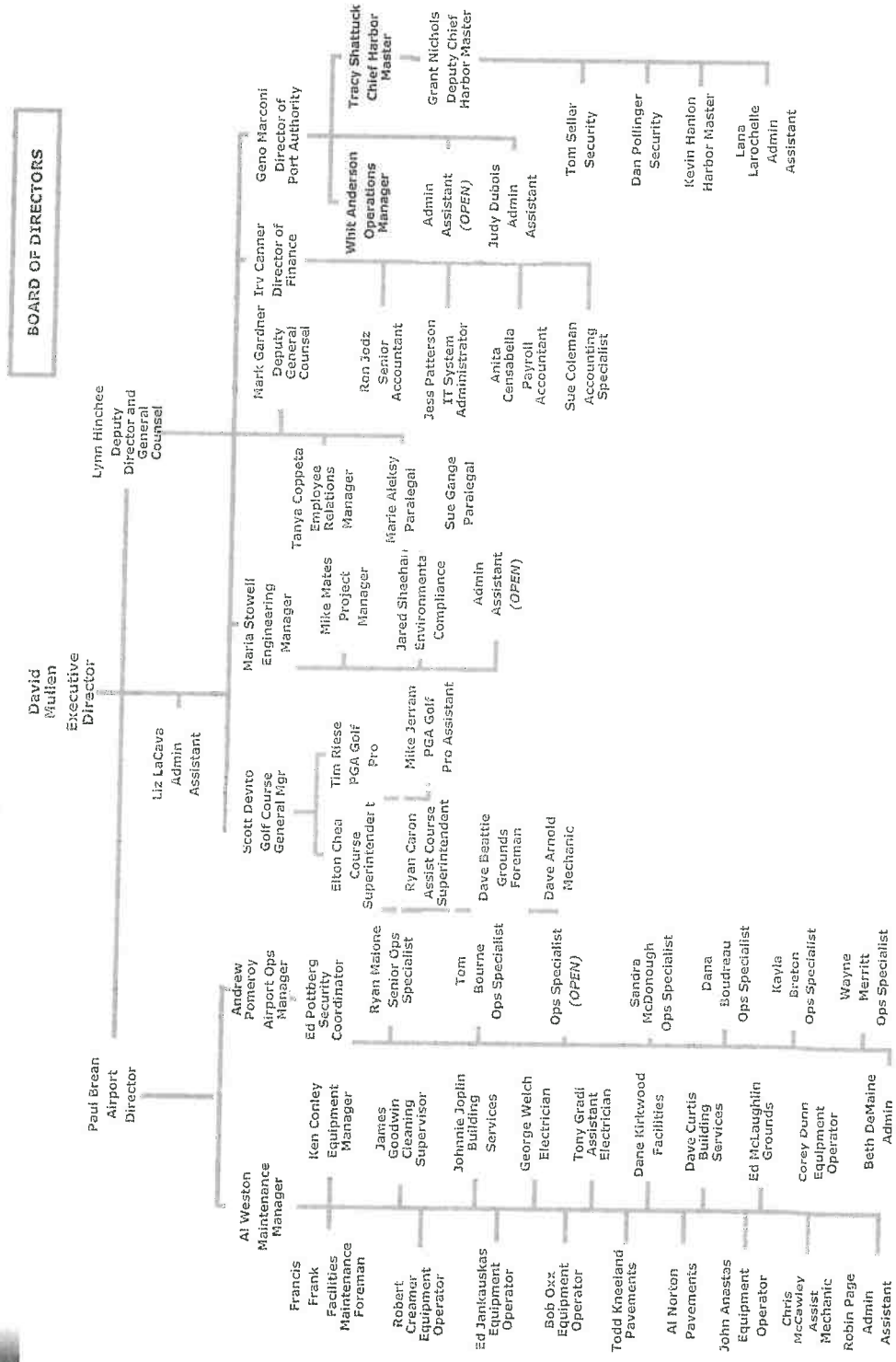
	ACTUAL SALES	BUDGETED SALES	SALES VARIANCE	ACTUAL COGS	BUDGETED COGS	COGS VARIANCE
SKYHAVEN AIRPORT	56	90	(34)	46	85	(39)
PORTSMOUTH FISH PIER	305	400	(95)	229	376	(147)
RYE HARBOR	84	106	(22)	62	100	(38)
HAMPTON HARBOR	100	98	2	69	92	(23)
	545	694	(149)	406	653	(247)

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 AND 2016

	PERSONNEL SERVICES			STAFF ANALYSIS- FILLED POSITIONS									
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	SAL	SAL/ NON	HR/ BEN	HR/ NON	SE	CON	APR MONTH END	MAR MONTH END	FEB MONTH END
BENEFITED	3,016	3,161	(145)	3,026									
NONBENEFITED	493	522	(29)	529	1	1	1	-	-	-	3	3	3
OVERTIME	218	160	58	141									
ACCRUED VACATION AND SICK	19	-	19	33	1	-	18	-	11	-	30	30	30
	<u>3,746</u>	<u>3,843</u>	<u>(97)</u>	<u>3,729</u>	3	-	6	6	-	-	15	15	15
TRANSFER OUT	<u>(201)</u>	<u>(545)</u>	<u>344</u>	<u>(406)</u>	-	-	-	3	1	-	4	4	4
	<u>3,545</u>	<u>3,298</u>	<u>247</u>	<u>3,323</u>	3	-	4	1	25	-	33	10	10
FRINGE BENEFITS													
HEALTH INSUR	865	808	57	773	3	-	-	-	-	-	3	3	3
RETIREMENT	401	442	(41)	401	3	-	2	-	-	-	5	5	4
FICA	272	296	(24)	271	2	-	3	-	-	1	6	6	6
WORKERS COMP	86	113	(27)	122	1	-	8	11	8	1	29	26	24
ALL OTHER	<u>79</u>	<u>100</u>	<u>(21)</u>	<u>78</u>									
	1,703	1,759	(56)	1,645	<u>17</u>	<u>1</u>	<u>42</u>	<u>21</u>	<u>45</u>	<u>2</u>	<u>128</u>	<u>102</u>	<u>99</u>
TRANSFER OUT	<u>(60)</u>	<u>(164)</u>	<u>104</u>	<u>(121)</u>									
	<u>1,643</u>	<u>1,595</u>	<u>48</u>	<u>1,524</u>									
	5,188	4,893	295	4,847									

(\$ 000's)

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- APRIL 30, 2017



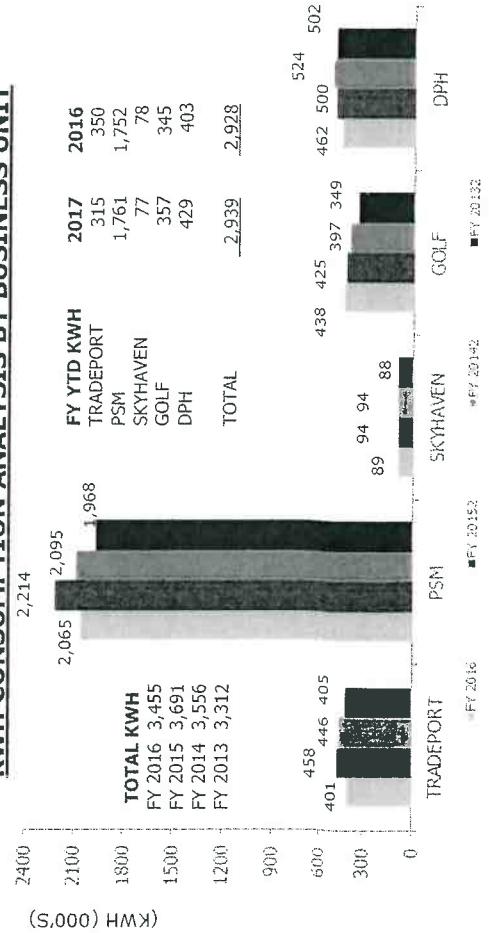
NOTE:
1. EXCLUDES, NON-BENEFITED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 AND 2016

(\$ 000's)

UTILITIES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET
ELECTRICITY	328	385	439	449	LEGAL	211	42	24	50
WASTE DISPOSAL	75	115	85	138	INFORMATION TECHNOLOGY	64	64	50	77
NATURAL GAS AND OIL	59	90	55	106	AUDIT	50	61	50	73
PROPANE	32	52	36	62	ALL OTHER- NET	19	19	22	23
WATER	98	122	116	129		344	186	146	223
	592	764	731	884					

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 AND 2016

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL	CURRENT YEAR BUDGET	
INTEREST EXPENSE	17	77	(60)	37	92	
INTEREST INCOME AND OTHER	(5)	(3)	(2)	(2)	(3)	
(GAIN) / LOSS ON SALE OF ASSETS	-	-	-	-	-	
	<u>12</u>	<u>74</u>	<u>(62)</u>	<u>35</u>	<u>89</u>	

	YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK	-	76
CITY OF PORTSMOUTH	17	16
TOTAL	<u>17</u>	<u>92</u>

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	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016	CASH AND EQUIVALENTS AT APRIL 30, 2017	
CURRENT ASSETS					UNRESTRICTED	RESTRICTED
CASH AND EQUIVALENTS	4,123	1,713	2,751	1,855		
ACCOUNTS RECEIVABLE- NET	1,094	589	57	279		
OTHER ASSETS	543	467	614	597		
TOTAL CURRENT ASSETS	5,760	2,769	3,422	2,731	3,381	-
RESTRICTED ASSETS			3,538	2,847	11	-
CASH AND EQUIVALENTS	690	597				
ACCOUNTS RECEIVABLES- NET	1,054	1,093				
TOTAL RESTRICTED ASSETS	1,744	1,690			3,392	-
CAPITAL ASSETS						
LAND, BUILDINGS AND EQUIPMENT	65,129	68,054				
CONSTRUCTION IN PROCESS (PAGES #10-#14)	544	534				
OTHER- LT RECEIVABLES	65,673	68,588				
TOTAL ASSETS	73,177	73,047				
DEFERRED OUTFLOWS OF RESOURCES	776	776				
PENSION						
TOTAL NET POSITION			65,615	66,055	731	690
LIABILITIES						
CURRENT LIABILITIES						
ACCOUNTS PAYABLE			1,177	1,159		
ACCOUNTS PAYABLE- CONSTRUCTION			263	211		
UNEARNED REVENUE			48	51		
REVOLVING LOC FACILITY			(993)	(3,211)		
CURRENT PORTION- LT LIABILITIES						
TOTAL CURRENT LIABILITIES			3,538	2,847		
NONCURRENT LIABILITIES						
NET PENSION LIABILITY			4,256	4,256		
OTHER LT LIABILITIES			336	458		
TOTAL LIABILITIES			4,592	4,714		
DEFERRED INFLOWS OF RESOURCES			8,130	7,561		
PENSION			207	207		
NET POSITION						
NET INVESTMENT IN CAPITAL ASSETS			65,120	67,845		
RESTRICTED FOR:						
REVOLVING LOAN FUND						
HARBOR DREDGING						
FOREIGN TRADE ZONE						
UNRESTRICTED						
TOTAL NET POSITION			65,615	66,055	731	690
PEASE DEVELOPMENT AUTHORITY						
GENERAL FUNDS						
TENANT ESCROW						
DIVISION OF PORTS AND HARBORS						
GENERAL FUNDS						
HARBOR MANAGEMENT						
HARBOR DREDGING						
REVOLVING LOAN- FISHERY FUND						
FOREIGN TRADE						

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF APRIL 30, 2017

(\$ 000's)

<u>PROJECT NAME</u>	<u>APPROVAL DATE</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
TRADEPORT MULTI-USE PATH	11-20-08	802	642	1,171	(243)	928	-	-
PSM ASR CONSTRUCTION PROJECT (SBG 1602)	04-16-13	2,150	2,044	2,113	(105)	2,008	-	-
PSM PAVEMENT AND DRAINAGE (SBG 1603)	11-06-13	1,310	1,244	1,164	(59)	1,105	-	-
PSM OBSTRUCTION REMOVAL / PERMIT/DESIGN (SBG 04-2014)	04-25-14	-	-	243	(13)	103	127	100
PSM RUNWAY 16-34 PRE-DESIGN	TBD	-	-	92	(92)	-	-	-
PSM TERMINAL BATHROOM RENOVATIONS	04-21-16	-	-	527	(70)	(433)	24	-
PSM SECURITY IDENTIFICATION SYSTEM (SBG 05-2016)	03-21-16	-	-	322	(16)	130	176	141
SKYHAVEN RUNWAY 15-33 (SBG 05-2012)	06-18-14	3,790	3,601	3,520	(187)	3,117	216	215
SKYHAVEN TAXILANE PAV AND DRAIN (SBG 06-2015)	03-31-15	-	-	124	(6)	110	8	7
SKYHAVEN RUN DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	533	(27)	506	-	-
DPH- UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	5	-	-	5	-
							<u>556</u>	<u>463</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF APRIL 30, 2017

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-17
PORTSMOUTH AIRPORT					
TERMINAL BATHROOM RENOVATIONS (FAA- TBD)	65	462	527	(65)	-
OBSTRUCTION PERMITTING AND DESIGN (FAA-TBD)	2	241	243	(2)	-
RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	53	39	-	39	92
LIGHTING AND SOFTWARE UPGRADE	45	-	45	(45)	-
ATCT PARTIAL DEMO AND REROOFING	40	381	421	(40)	-
SECURITY IDENTIFICATION SYSTEM	71	251	-	251	322
TERMINAL HVAC UNIT	-	22	22	-	-
PAVEMENT AND DRAINAGE IMPROVEMENTS (SBG 16-03)	-	1	1	-	-
ASR CONSTRUCTION (SBG-16-02)	-	244	244	-	-
TERMINAL SEATING AND TABLES	-	19	-	19	19
	276	1,660	1,503	157	433

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF APRIL 30, 2017 (CONTINUED)

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-17
SKYHAVEN AIRPORT					
RUNWAY 15-33 RECONSTRUCT-MARKING AND SIGNAGE (SBG 05-2012)	-	90	90	-	-
RUNWAY DESIGN AND RECONSTRUCTION (SBG 04-2012)	-	9	9	-	-
TAXILANE PAVEMENT AND DRAINAGE DESIGN (SBG 06-2015)	116	9	125	(116)	-
	<u>116</u>	<u>108</u>	<u>224</u>	<u>(116)</u>	<u>=</u>
MAINTENANCE					
ELECTRICIAN VAN	-	65	65	-	-
DUMP TRUCK BODY	6	-	6	(6)	-
mitsubishi Fork Lift Truck	-	28	28	-	-
	<u>6</u>	<u>93</u>	<u>99</u>	<u>(6)</u>	<u>=</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF APRIL 30, 2017 (CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-17
GOLF COURSE					
CLUBHOUSE EXPANSION (DESIGN ONLY)	64	-	64	(64)	-
SIMULATOR EQUIPMENT	-	13	13	-	-
GRILL 28 RESTAURANT MODIFICATIONS	-	38	38	-	-
WELL VIABILITY STUDY	-	1	-	1	1
WEBSITE UPGRADE	-	3	-	3	3
TRU TURF GREENS ROLLER	-	9	9	-	-
	<u>64</u>	<u>64</u>	<u>124</u>	<u>(60)</u>	<u>4</u>
ADMINISTRATION					
COMPUTER REPLACEMENTS	-	5	5	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF APRIL 30, 2017 (CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-17
TRADEPORT					
INTERSECTION AND INFRASTRUCTURE IMPROVEMENTS	31	-	31	(31)	-
LEE STREET HVAC UPGRADE	26	-	26	(26)	-
	<u>57</u>	=	<u>57</u>	<u>(57)</u>	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS AS OF APRIL 30, 2017 (CONTINUED)

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-16	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-17
DIVISION OF PORTS AND HARBORS					
TIGER GRANT APPLICATION (2016)	9	(9)	-	(9)	-
INSTALL EMERGENCY CALL BOXES	6	3	9	(6)	-
FILE EXCHANGE SERVER	-	17	17	-	-
BARKER WHARF INSPECTION	-	19	-	19	19
REPLACE FENDER PILES- PSF	-	12	12	-	-
MAIN WHARF INSPECTION	-	71	-	71	71
FASTLANE GRANT APPLICATION	-	12	-	12	12
UPGRADE PORT SECURITY AND SOFTWARE	-	5	-	5	5
	<u>15</u>	<u>130</u>	<u>38</u>	<u>92</u>	<u>107</u>
TOTAL	<u>534</u>	<u>2,060</u>	<u>2,050</u>	<u>10</u>	<u>544</u>

LONG TERM DEBT LIABILITIES AS OF APRIL 30, 2017

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

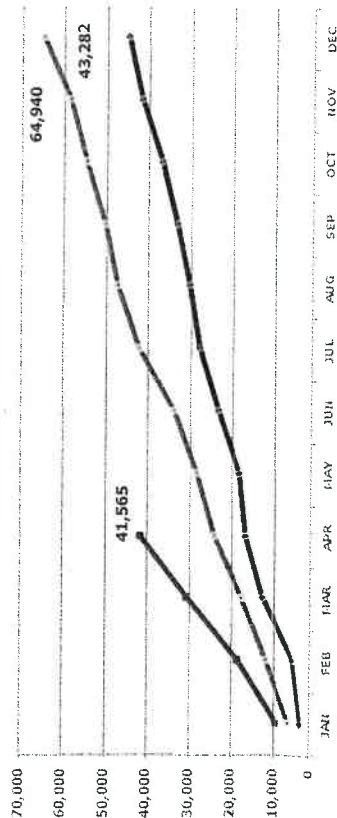
DEBT HOLDER / INTEREST RATE	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	CITY OF PORTSMOUTH @ 4.50%
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	233	349	2017	116
				2018	116
				2019	116
				2020	117
TOTAL	<u>116</u>	<u>233</u>	<u>349</u>		465
				PAID IN FY 2017	<u>(116)</u>
TOTAL					<u>349</u>

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES									
FACILITIES RENT	479	476	3	585	474				718
CARGO AND HANGARS	180	133	47	161	165				
CONCESSION REVENUES	23	6	17	7	23				
FEE REVENUES	126	127	(1)	156	14				
ALL OTHER	70	42	28	51	42				134
	878	784	94	960	718				
OPERATING EXPENSES									
PERSONNEL SERVICES AND BENEFITS	725	839	(114)	1,007	779				
BUILDINGS AND FACILITIES MAINTENANCE	618	1,085	(467)	1,247	727				
GENERAL AND ADMINISTRATIVE	139	120	19	145	134				
UTILITIES	268	300	(32)	344	297				
PROFESSIONAL SERVICES	-	-	-	-	-				
MARKETING AND PROMOTION	10	16	(6)	19	16				
ALL OTHER	-	-	-	-	-				
	1,760	2,360	(600)	2,762	1,953				
OPERATING INCOME	(882)	(1,576)	694	(1,802)	(1,235)				
NONOPERATING (INCOME) AND EXPENSE									
DEPRECIATION	2,920	3,167	(247)	3,800	3,186				
NET OPERATING INCOME	(3,802)	(4,743)	941	(5,602)	(4,421)				

ENPLANEMENT DATA



YEAR TO DATE

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 SKYHAVEN AIRPORT

(\$ 000's)

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR TO DATE ACTUAL
CARGO AND HANGARS	99	108	(9)	130	117	117
FUEL SALES	56	90	(34)	120	88	88
ALL OTHER	2	1	1	1	1	1
	<u>157</u>	<u>199</u>	<u>(42)</u>	<u>251</u>	<u>206</u>	<u>206</u>
					OPERATING REVENUES	
					OPERATING EXPENSES	
					PERSONNEL SERVICES AND BENEFITS	43
					BUILDINGS AND FACILITIES MAINTENANCE	70
					GENERAL AND ADMINISTRATIVE	27
					UTILITIES	25
					PROFESSIONAL SERVICES	4
					MARKETING AND PROMOTION	-
					ALL OTHER- FUEL	75
					OPERATING INCOME	(38)
					NONOPERATING (INCOME) AND EXPENSE	-
					DEPRECIATION	179
					NET OPERATING INCOME	(217)
					<u>157</u>	<u>206</u>
					<u>199</u>	<u>206</u>
					<u>(42)</u>	<u>206</u>
					<u>251</u>	<u>206</u>
					<u>(60)</u>	<u>(38)</u>
					<u>(55)</u>	<u>(38)</u>
					<u>(39)</u>	<u>(38)</u>
					<u>(37)</u>	<u>(38)</u>
					<u>(5)</u>	<u>(38)</u>
					<u>88</u>	<u>179</u>
					<u>(93)</u>	<u>(217)</u>
					<u>(345)</u>	<u>(217)</u>

NET CASH FLOW	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
FY 2017	(60)	(108)	-	47	(121)
FY 2016	(53)	(193)	-	451	205
FY 2015	(109)	(3,392)	-	2,834	(667)
FY 2009-FY 2014	(582)	(1,085)	(100)	769	(998)
	<u>(804)</u>	<u>(4,778)</u>	<u>(100)</u>	<u>4,101</u>	<u>(1,581)</u>

GALLONS OF FUEL SOLD	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
FY 2017	1,156	13,617	13,617	\$ 4.15
FY 2016	2,286	21,726	26,851	\$ 4.07

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES						<u>7,028</u>	<u>7,056</u>	<u>(28)</u>	<u>8,208</u>	<u>6,801</u>
RENTAL OF FACILITIES	6,755	6,942	(187)	8,062	6,665					
ALL OTHER	273	114	159	146	136					
	<u>7,028</u>	<u>7,056</u>	<u>(28)</u>	<u>8,208</u>	<u>6,801</u>					
OPERATING EXPENSES										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-					
BUILDINGS AND FACILITIES MAINTENANCE	240	330	(90)	389	245					
GENERAL AND ADMINISTRATIVE	40	39	1	47	42					
UTILITIES	72	120	(48)	145	126					
PROFESSIONAL SERVICES	-	-	-	-	-					
MARKETING AND PROMOTION	-	68	(68)	68	20					
ALL OTHER	86	117	(31)	140	69					
	<u>438</u>	<u>674</u>	<u>(236)</u>	<u>789</u>	<u>502</u>					
OPERATING INCOME	6,590	6,382	208	7,419	6,299					
NONOPERATING (INCOME) AND EXPENSE										
DEPRECIATION	663	680	(17)	816	686					
NET OPERATING INCOME	5,927	5,702	225	6,603	5,613					

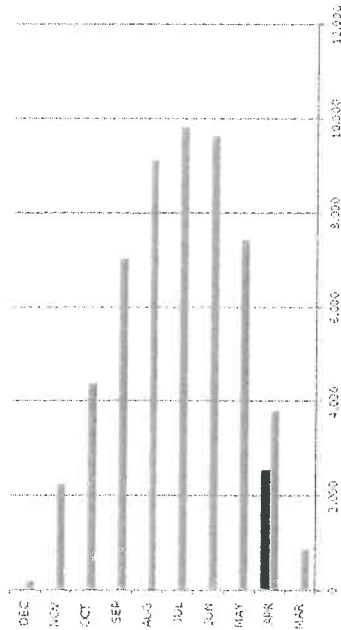
STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>1,808</u>	<u>1,648</u>	<u>160</u>	<u>2,331</u>	<u>1,736</u>	CONCESSION REVENUES	265	243	22	243
OPERATING EXPENSES						FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	740	736	4	934	690	GOLF FEES	972	896	76	985
BUILDINGS AND FACILITIES MAINTENANCE	249	265	(16)	325	272	MEMBERSHIPS	247	240	7	242
GENERAL AND ADMINISTRATIVE	148	129	19	157	134	SIMULATOR	123	118	5	101
UTILITIES	141	188	(47)	212	175	LESSONS	<u>13</u>	<u>8</u>	<u>5</u>	<u>8</u>
PROFESSIONAL SERVICES	19	8	11	9	9	MERCHANDISE AND OTHER	<u>1,355</u>	<u>1,262</u>	<u>93</u>	<u>1,336</u>
MARKETING AND PROMOTION	47	34	13	41	42		188	143	45	157
ALL OTHER	188	159	29	224	169		<u>1,808</u>	<u>1,648</u>	<u>160</u>	<u>1,736</u>
	<u>1,532</u>	<u>1,519</u>	<u>13</u>	<u>1,902</u>	<u>1,491</u>					
OPERATING INCOME	276	129	147	429	245	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	PRO SHOP	183	1,234	266	1,808
DEPRECIATION	328	324	(6)	389	334	COURSE OPERA	168	1,176	148	1,532
NET OPERATING INCOME	<u>(52)</u>	<u>(195)</u>	<u>143</u>	<u>40</u>	<u>(89)</u>	FOOD / BEV				
						NET OPERATING INCOME	<u>15</u>	<u>58</u>	<u>118</u>	<u>276</u>

KEY GOLF COURSE BENCHMARKING DATA AS OF APRIL 30, 2017

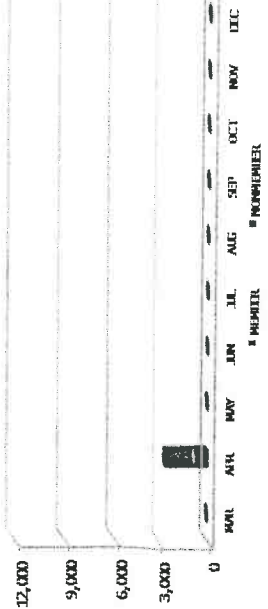
ROUNDS OF GOLF PLAYED (SEASON)



2017 YTD	2016 YTD	2016 SEASON
2,571	4,673	54,936
17	18	60

ROUNDS PLAYED
RAIN DAYS

2017 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

	FY 2017	FY 2016
JULY	\$ 148	\$ -
AUGUST	64	-
SEPTEMBER	-	345
OCTOBER	3,827	2,726
NOVEMBER	12,420	10,176
DECEMBER	21,198	14,417
JANUARY	28,021	24,246
FEBRUARY	23,123	26,504
MARCH	25,130	17,720
APRIL	9,270	6,002
MAY	-	963
JUNE	-	102
TOTAL	\$ 123,201	\$ 103,201

BAR AND GRILL GROSS SALES

	FY 2017	FY 2016
JULY	\$ 183,674	\$ 176,459
AUGUST	191,472	185,715
SEPTEMBER	160,353	166,667
OCTOBER	122,716	113,551
NOVEMBER	88,068	70,077
DECEMBER	108,400	105,175
JANUARY	91,004	84,682
FEBRUARY	82,539	81,582
MARCH	86,387	97,403
APRIL	118,351	106,478
MAY	-	155,744
JUNE	-	205,159
TOTAL	\$ 1,232,964	\$ 1,548,692

2017 ROUNDS-SEASON

MEMBER	954
NONMEMBER	1,617
TOTAL	2,571

2016 ROUNDS-SEASON

MEMBER	2,753
NONMEMBER	1,920
TOTAL	4,673

CLUB / COURSE FUNCTIONS

	FY 2017 YTD	FY 2016 YTD
GROUPS 12-40	38,901	39,169
TOURNAMENT PLAY	133,441	111,825
LEAGUES	76,955	78,799
FOOD AND ROOM FEES	148,676	195,317

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
OPERATING REVENUES	<u>1,894</u>	<u>1,909</u>	<u>(15)</u>	<u>2,351</u>	<u>1,832</u>	FACILITY RENTALS	579	543	652	565
OPERATING EXPENSES						CONCESSION REVENUE	5	6	6	5
PERSONNEL SERVICES AND BENEFITS	921	863	58	1,036	899	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	159	166	(7)	167	130	MOORING FEES	274	279	335	272
GENERAL AND ADMINISTRATIVE	85	104	(19)	150	143	PARKING	89	84	114	91
UTILITIES	87	128	(41)	154	106	REGISTRATIONS	116	111	170	119
PROFESSIONAL SERVICES	13	21	(8)	26	13	WHARF / DOCK	<u>262</u>	<u>199</u>	<u>225</u>	<u>170</u>
MARKETING AND PROMOTION	-	1	(1)	2	1	FUEL SALES	<u>741</u>	<u>673</u>	<u>844</u>	<u>652</u>
ALL OTHER - FUEL	360	568	(208)	705	403	ALL OTHER	488	604	750	532
	<u>1,625</u>	<u>1,851</u>	<u>(226)</u>	<u>2,240</u>	<u>1,695</u>	TOTAL	<u>1,894</u>	<u>1,909</u>	<u>2,351</u>	<u>1,832</u>
OPERATING INCOME	269	58	211	111	137	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	OPERATING REVENUES	150	201	818	390
DEPRECIATION	619	505	(114)	606	544	OPERATING EXPENSES (EXCLUDING DEPRECIATION)	188	151	316	290
NET OP INCOME	<u>(350)</u>	<u>(447)</u>	<u>97</u>	<u>(495)</u>	<u>(407)</u>	NET OF INC	<u>(38)</u>	<u>50</u>	<u>502</u>	<u>(279)</u>
						HAMPTON HARBOR				
						RYE HARBOR				
						PORTSMOUTH FISH PIER				
						MARKET STREET				
						HARBOR MANAG				
						ADMIN				

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL	FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR TO DATE ACTUAL
HARBOR DREDGING											
OPERATING REVENUES	92	77	15	107	96	OPERATING REVENUES	5	4	1	56	6
OPERATING EXPENSES						OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	2	42	(40)	50	272	BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	4	-	4	-	13	GENERAL AND ADMINISTRATIVE	-	1	(1)	1	-
UTILITIES	-	-	-	-	-	UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	MARKETING AND PROMOTION	8	7	1	8	6
ALL OTHER	-	-	-	-	-	ALL OTHER	-	-	-	-	-
	6	42	(36)	50	285		8	8	-	9	6
OPERATING INCOME	86	35	51	57	(189)	OPERATING INCOME	(3)	(4)	1	(4)	-
NONOPERATING (INCOME) AND EXPENSE	(1)	-	1	-	(1)	NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-
DEPRECIATION	53	31	22	38	37	DEPRECIATION	-	-	-	-	-
NET OPERATING INCOME	34	4	30	19	(225)	NET OPERATING INCOME	(3)	(4)	1	(4)	-

(\$ 000's)

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2017 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	PRIOR YEAR ACTUAL TO DATE	<u>REVOLVING LOAN FUND RECONCILIATION</u>		
REVOLVING LOAN FUND	<u>37</u>	<u>31</u>	<u>6</u>	<u>37</u>	<u>29</u>	BALANCE AT 04-30-2017	BALANCE AT 06-30-2016	BALANCE AT 06-30-2015
OPERATING REVENUES								
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	126	78	330
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	-	-	43
GENERAL AND ADMINISTRATIVE	-	-	-	1	1	<u>126</u>	<u>78</u>	<u>373</u>
UTILITIES								
PROFESSIONAL SERVICES	19	19	-	22	22	138	131	115
MARKETING AND PROMOTION	-	-	-	-	-	916	954	666
ALL OTHER	-	-	-	-	-	<u>1,054</u>	<u>1,085</u>	<u>781</u>
OPERATING INCOME	18	12	6	14	6	<u>1,180</u>	<u>1,163</u>	<u>1,154</u>
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	-	-	-	-	-	89.3	93.3	70.3
NET OPERATING INCOME	18	12	6	14	6	<u>14.3</u>	<u>18.3</u>	<u>(4.7)</u>

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

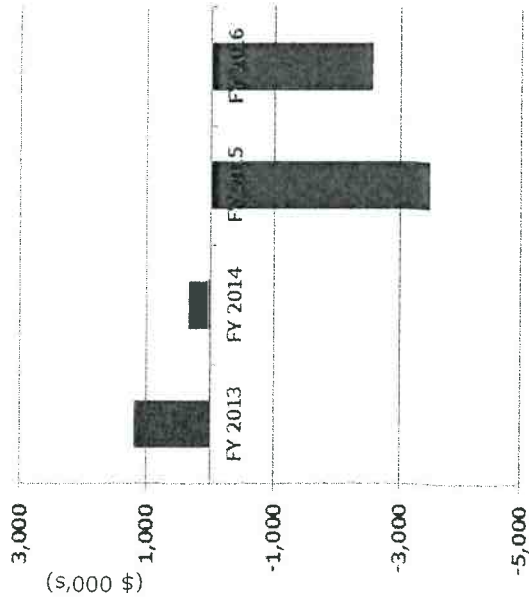
(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

(\$ 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



	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	3,392	1,033		
ACCOUNTS RECEIVABLE- NET	959	521		
OTHER ASSETS	509	434		
TOTAL CURRENT ASSETS	4,860	1,988		
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLES- NET	-	-		
TOTAL RESTRICTED ASSETS	-	-		
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	54,881	57,174		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	438	518		
OTHER- LT RECEIVABLE	-	-		
TOTAL ASSETS	55,319	57,692		
DEFERRED OUTFLOWS OF RESOURCES	60,177	59,679		
PENSION	623	623		
TOTAL NET POSITION	623	623		
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	2,239	1,302		
ACCOUNTS PAYABLE- CONSTRUCTION	57	269		
UNEARNED REVENUE	338	318		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	116	116		
TOTAL CURRENT LIABILITIES	2,750	2,005		
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	3,368	3,368		
OTHER LT LIABILITIES	317	349		
	3,684	3,717		
TOTAL LIABILITIES	6,434	5,722		
DEFERRED INFLOWS OF RESOURCES	161	161		
PENSION	54,840	56,957		
NET POSITION	54,840	56,957		
NET INVESTMENT IN CAPITAL ASSETS	-	-		
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	(635)	(2,537)		
TOTAL NET POSITION	54,205	54,420		

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

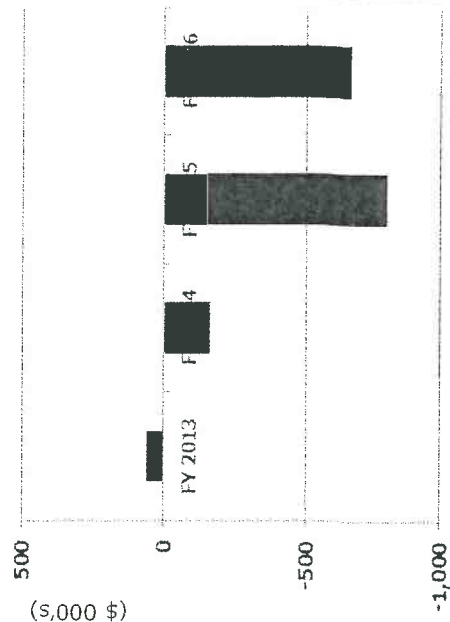
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	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	731	680		
ACCOUNTS RECEIVABLE- NET	135	68		
OTHER ASSETS	34	33		
TOTAL CURRENT ASSETS	900	781		
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLES- NET	-	-		
TOTAL RESTRICTED ASSETS	-	-		
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	9,588	10,191		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	88	9		
TOTAL ASSETS	9,676	10,200		
DEFERRED OUTFLOWS OF RESOURCES	10,576	10,981		
PENSION	153	153		
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	252	395		
ACCOUNTS PAYABLE- CONSTRUCTION	-	4		
UNEARNED REVENUE	276	279		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	-	-		
TOTAL CURRENT LIABILITIES	528	678		
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	888	888		
OTHER LT LIABILITIES	19	-		
	907	888		
TOTAL LIABILITIES	1,435	1,566		
DEFERRED INFLOWS OF RESOURCES				
PENSION	46	46		
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	6,606	10,196		
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	(358)	(674)		
TOTAL NET POSITION	9,248	9,522		

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.

NET UNRESTRICTED POSITION AT JUNE 30



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

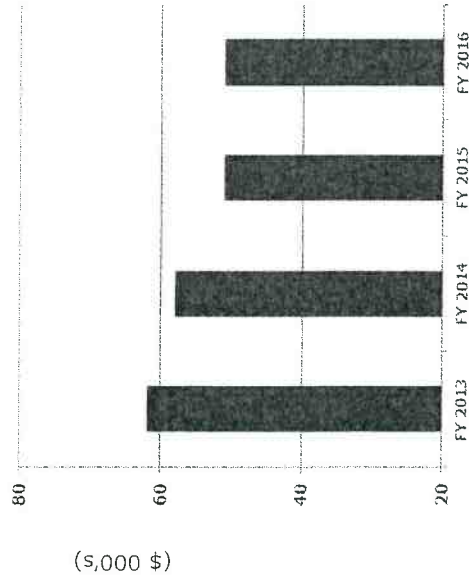
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	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	48	51	48	51
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>48</u>	<u>51</u>	<u>48</u>	<u>51</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>48</u>	<u>51</u>	<u>48</u>	<u>51</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	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE UNRESTRICTED	48	51	48	51
TOTAL NET POSITION	<u>48</u>	<u>51</u>	<u>48</u>	<u>51</u>

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**



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

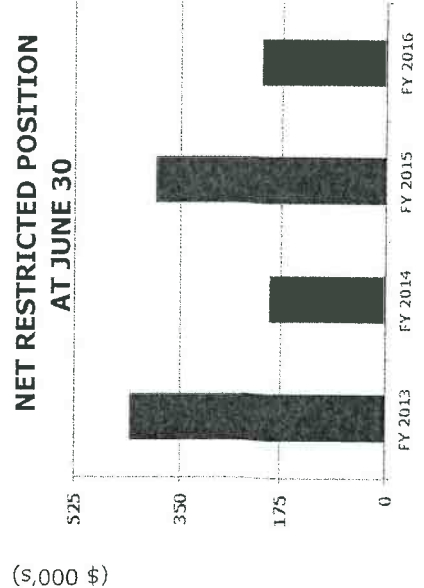
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DISCUSSION AND ANALYSIS

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
- FY 2017
- BARKER WHARF 14
- FENDER PILES 12
- EMERG CALL BOXES 4

NET RESTRICTED POSITION AT JUNE 30



	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	257	265
ACCOUNTS RECEIVABLE- NET	-	-	-	6
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	516	473	-	-
ACCOUNTS RECEIVABLES- NET	-	3	-	-
TOTAL RESTRICTED ASSETS	<u>516</u>	<u>476</u>	<u>257</u>	<u>271</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	660	692	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	18	6	674	692
TOTAL ASSETS	<u>678</u>	<u>998</u>	<u>937</u>	<u>903</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	<u>257</u>	<u>271</u>	<u>257</u>	<u>271</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>257</u>	<u>271</u>	<u>257</u>	<u>271</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	674	692	674	692
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	263	211	263	211
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>937</u>	<u>903</u>	<u>937</u>	<u>903</u>

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

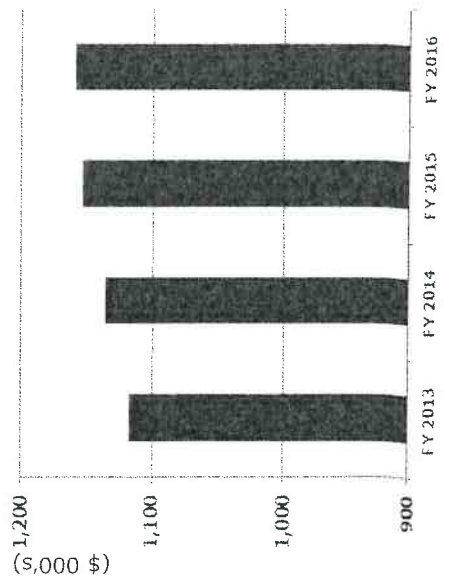
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	APR 30 2017	JUN 30 2016	APR 30 2017	JUN 30 2016
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	3	3
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	126	78	-	-
ACCOUNTS RECEIVABLES- NET	1,054	1,084	-	-
TOTAL RESTRICTED ASSETS	<u>1,180</u>	<u>1,162</u>	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,180</u>	<u>1,162</u>	-	-
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	3	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>3</u>	<u>3</u>	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>3</u>	<u>3</u>	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,177	1,159	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,177</u>	<u>1,159</u>	<u>1,177</u>	<u>1,159</u>

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**



CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING FEBRUARY 28, 2018



**FINANCE COMMITTEE MEETING
JUNE 12, 2017**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JUNE 1, 2017 TO FEBRUARY 28, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

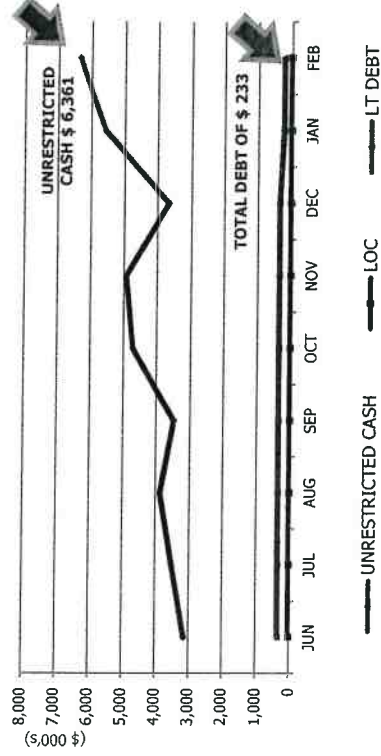
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	AMOUNT
OPENING FUND BALANCE	4,357
SOURCES OF FUNDS	
TRADEPORT TENANTS	7,035
GRANT AWARDS (SEE PAGE #8)	5,875
GOLF COURSE FEE AND CONCESSION REVENUES	1,450
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	138
MUNICIPAL SERVICE FEE (COP)- NET	(58)
EXTERNAL BANK WORKING CAPITAL- NET	-
	14,860
USES OF FUNDS	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	6,987
PERSONNEL SERVICES AND BENEFITS	4,185
OPERATING EXPENSES	1,010
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	558
LONG TERM DEBT RETIREMENT	116
	12,856
NET CASH FLOW	2,004
CLOSING FUND BALANCE	6,361

DISCUSSION

- AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO FURTHER UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED GRANT RELATED CAPITAL EXPENDITURES.
- CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS, 2) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND 3) TRADEPORT REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 05-31-2017	BALANCE AT 06-30-2016
PDA UNRESTRICTED	4,357	1,022
PDA DESIGNATED	11	12
TOTAL	4,368	1,034

PEASE DEVELOPMENT AUTHORITY

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

JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000'S)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>4,357</u>	<u>3,133</u>	<u>3,510</u>	<u>3,863</u>	<u>3,469</u>	<u>4,704</u>	<u>4,928</u>	<u>3,652</u>	<u>5,562</u>	<u>4,357</u>
SOURCES OF FUNDS										
TRADEPORT TENANTS	615	1,080	620	625	1,080	645	640	1,080	650	7,035
GRANT AWARDS <small>(SEE PAGE #8)</small>	28	-	457	260	1,393	1,055	900	1,442	340	5,875
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	375	250	2,625
GOLF COURSE	200	215	210	195	190	120	85	75	160	1,450
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	16	17	16	16	17	14	14	14	14	138
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,154</u>	<u>1,737</u>	<u>1,598</u>	<u>1,391</u>	<u>3,105</u>	<u>2,129</u>	<u>1,934</u>	<u>3,036</u>	<u>1,459</u>	<u>17,543</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	465	470	470	465	450	455	460	470	480	4,185
CAPITAL- GRANT RELATED <small>(SEE PAGE #4)</small>	458	689	610	1,150	1,200	1,200	1,130	450	100	6,987
CAPITAL- NONGRANT <small>(SEE PAGES #5-#7)</small>	18	90	70	55	125	145	55	-	-	558
MUNICIPAL SERVICE FEE	1,312	21	-	-	-	-	1,350	-	-	2,683
OPERATING EXPENSES	105	90	95	115	95	105	215	90	100	1,010
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	116	-	116
	<u>2,358</u>	<u>1,360</u>	<u>1,245</u>	<u>1,785</u>	<u>1,870</u>	<u>1,905</u>	<u>3,210</u>	<u>1,126</u>	<u>680</u>	<u>15,539</u>
NET CASH FLOW	(1,204)	377	353	(394)	1,235	224	(1,276)	1,910	779	2,004
CLOSING FUND BALANCE	<u>3,133</u>	<u>3,510</u>	<u>3,863</u>	<u>3,469</u>	<u>4,704</u>	<u>4,928</u>	<u>3,652</u>	<u>5,562</u>	<u>6,341</u>	<u>6,341</u>

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>GRANT REIMBURSEMENT</u>										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	100	100	800	850	900	300	150	-	3,200
OBSTRUCTION MITIGATION- DESIGN	21	10	-	-	-	-	-	-	-	31
OBSTRUCTION MITIGATION- CONSTRUCT	-	-	-	-	-	100	100	300	100	600
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	47	14	-	-	-	-	-	-	-	61
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	80	10	10	-	-	-	-	-	-	100
RW PRELIMINARY DESIGN	10	5	-	100	100	100	100	-	-	415
TERMINAL ENHANCEMENT STUDY **	-	-	-	-	-	50	100	-	-	150
	<u>158</u>	<u>139</u>	<u>110</u>	<u>900</u>	<u>950</u>	<u>1,150</u>	<u>600</u>	<u>450</u>	<u>100</u>	<u>4,557</u>
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	50	50	-	-	-	-	-	-	-	100
TAXILANE PAVEMENT (CONSTRUCTION)	250	500	500	250	250	50	30	-	-	1,830
TAXILANE PAVEMENTS (DESIGN)	-	-	-	-	-	-	-	-	-	-
ROTARY PLOW **	-	-	-	-	-	-	500	-	-	500
	<u>300</u>	<u>550</u>	<u>500</u>	<u>250</u>	<u>250</u>	<u>50</u>	<u>530</u>	<u>-</u>	<u>-</u>	<u>2,430</u>
	<u>458</u>	<u>689</u>	<u>610</u>	<u>1,150</u>	<u>1,200</u>	<u>1,200</u>	<u>1,130</u>	<u>450</u>	<u>100</u>	<u>6,987</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
JUNE 1, 2017 TO FEBRUARY 28, 2018 (CONTINUED)

(\$,000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
WATER TOWER LOGO	-	-	-	-	-	30	-	-	-	30
OIL WATER SEPARATOR CLEANING	-	-	30	-	-	-	20	-	-	50
	=	=	<u>30</u>	=	=	<u>30</u>	<u>20</u>	=	=	<u>80</u>

NOTE:
**** PENDING BOARD APPROVAL**

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

JUNE 1, 2017 TO FEBRUARY 28, 2018 (CONTINUED):

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT / REPAIR (SPRINGS) **	-	-	-	-	15	-	-	-	-	15
TERMINAL PARKING LOT **	=	=	=	25	=	=	=	=	=	25
	=	=	=	25	15	=	=	=	=	40
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	10	=	20	=	=	20	=	=	=	50
GOLF COURSE										
DEBRIS BLOWER **	8	-	-	-	-	-	-	-	-	8
GREENS ROLLER **	-	10	-	-	-	-	-	-	-	10
BLUE COURSE BRIDGES **	-	5	-	-	-	25	-	-	-	30
RESTAURANT MODIFICATIONS	-	-	-	-	-	35	-	-	-	35
PATIO UPGRADE DESIGN **	-	5	-	-	-	-	-	-	-	5
FAIRWAY MOWER **	-	60	-	-	-	-	-	-	-	60
	8	80	=	=	=	60	=	=	=	148

NOTE:
** PENDING BOARD APPROVAL

7

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
JUNE 1, 2017 TO FEBRUARY 28, 2018 (CONTINUED):

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
TERMINAL RUNWAY RELAMPING (LED) **	-	-	20	30	-	-	-	-	-	50
REROOFING OF HUT # 7 AND #8 **	-	-	-	-	40	10	-	-	-	50
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	-	35	-	-	35
PARKING LOT POLES- SIGNAGE **	-	10	-	-	-	-	-	-	-	10
	=	<u>10</u>	<u>20</u>	<u>30</u>	<u>40</u>	<u>10</u>	<u>35</u>	=	=	<u>145</u>
MAINTENANCE										
BUILDING INFRASTRUCTURE**	-	-	-	-	25	25	-	-	-	50
VEHICLE FLEET REPLACEMENT **	-	-	-	-	45	-	-	-	-	45
	=	=	=	=	<u>70</u>	<u>25</u>	=	=	=	<u>95</u>
TOTAL NONGRANT	<u>18</u>	<u>90</u>	<u>70</u>	<u>55</u>	<u>125</u>	<u>145</u>	<u>55</u>	=	=	<u>558</u>

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	100	100	800	850	900	300	150	3,200
OBSTRUCTION MITIGATION- DESIGN	28	-	-	20	-	-	-	-	-	48
OBSTRUCTION MITIGATION- CONSTRUCT	-	-	-	-	-	-	-	95	95	190
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	-	-	120	-	-	-	-	-	-	120
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	-	-	-	-	118	-	-	-	-	118
RW PRELIMINARY DESIGN	-	-	-	-	-	205	-	-	-	205
TERMINAL ENHANCEMENT STUDY	-	-	-	-	-	-	-	47	95	142
SKYHAVEN AIRPORT										
RUNWAY CONSTRUCTION	-	-	-	140	-	-	-	-	-	140
TAXILANE PAVEMENT- CONSTRUCTION	-	-	237	-	475	-	-	525	-	1,237
TAXILANE PAVEMENT- DESIGN	-	-	-	-	-	-	-	-	-	7
ROTARY PLOW	-	-	-	-	-	-	-	475	-	475
TOTAL GRANT	28	-	457	260	1,393	1,055	900	1,442	340	5,875

DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW JUNE 1, 2017 TO FEBRUARY 28, 2018

(EXCLUDING RESTRICTED FUNDS)

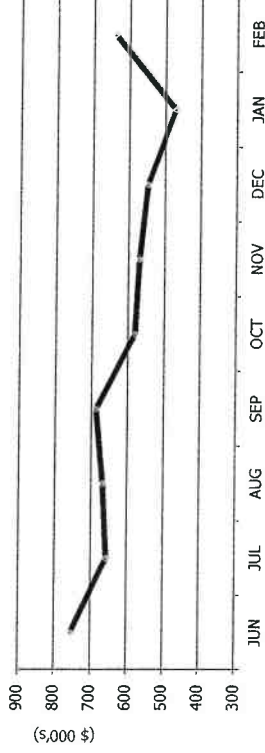
(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>771</u>
SOURCES OF FUNDS	
FACILITY RENTALS	492
MOORING FEES	250
REGISTRATIONS / WHARFAGE	115
FUEL SALES	210
PARKING FEES AND CONCESSIONS	196
	<u>1,263</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	825
OPERATING EXPENSES	341
FUEL PROCUREMENT	190
CAPITAL EXPENDITURES	40
	<u>1,396</u>
	<u>(133)</u>
NET CASH FLOW	
CLOSING FUND BALANCE	<u>638</u>

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



	<u>BALANCE AT</u>	<u>BALANCE AT</u>
TOTAL FUND BALANCES	<u>05-31-2017</u>	<u>06-30-2016</u>
UNRESTRICTED FUNDS	771	680
HARBOR DREDGING	524	473
FOREIGN TRADE ZONE	48	46
REVOLVING LOAN FUND	<u>98</u>	<u>78</u>
TOTAL	<u>1,441</u>	<u>1,277</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>771</u>	<u>753</u>	<u>656</u>	<u>666</u>	<u>686</u>	<u>580</u>	<u>569</u>	<u>547</u>	<u>469</u>	<u>771</u>
SOURCES OF FUNDS										
FACILITY RENTALS	54	54	54	55	55	55	55	55	55	490
CONCESSION REVENUES	3	2	3	4	4	-	-	-	-	18
MOORING FEES	-	-	-	-	-	-	-	50	200	10
REGISTRATIONS / WHARFAGE	10	15	15	20	15	10	10	10	10	155
PARKING FEES	15	35	35	45	35	15	-	-	-	190
FUEL SALES	30	30	30	25	20	20	20	20	15	220
	<u>112</u>	<u>136</u>	<u>137</u>	<u>149</u>	<u>129</u>	<u>100</u>	<u>85</u>	<u>135</u>	<u>280</u>	<u>1,083</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	50	170	55	55	180	55	50	160	50	825
BUILDINGS AND FACILITIES	10	10	10	15	10	5	5	10	10	85
GENERAL AND ADMINISTRATIVE	9	11	10	11	12	9	9	9	9	89
UTILITIES	14	15	15	15	15	14	15	16	18	137
PROFESSIONAL SERVICES	10	-	-	10	-	-	10	-	-	30
FUEL PROCUREMENT	27	27	27	23	18	18	18	18	14	190
CAPITAL EXPENDITURES AND OTHER	10	-	10	-	-	10	-	-	10	40
	<u>129</u>	<u>233</u>	<u>127</u>	<u>133</u>	<u>235</u>	<u>116</u>	<u>107</u>	<u>213</u>	<u>111</u>	<u>1,396</u>
NET CASH FLOW	(18)	(97)	10	20	(106)	(11)	(22)	(78)	169	(133)
CLOSING FUND BALANCE	<u>753</u>	<u>656</u>	<u>666</u>	<u>686</u>	<u>580</u>	<u>569</u>	<u>547</u>	<u>469</u>	<u>638</u>	<u>638</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- HARBOR DREDGING FUND JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>524</u>	<u>531</u>	<u>511</u>	<u>520</u>	<u>482</u>	<u>490</u>	<u>482</u>	<u>466</u>	<u>468</u>	<u>524</u>
SOURCES OF FUNDS										
PIER USAGE FEES	4	5	5	3	3	4	5	3	2	34
REGISTRATIONS	1	1	2	1	2	2	2	2	2	15
FUEL FLOWAGE FEES	2	2	2	3	3	3	2	2	2	21
	7	8	9	7	8	9	9	7	6	70
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	6	-	20	-	15	-	5	-	46
GENERAL AND ADMINISTRATIVE	-	2	-	-	-	2	-	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	20	-	25	-	-	25	-	25	95
	-	28	-	45	-	17	25	5	25	145
NET CASH FLOW	7	(20)	9	(38)	8	(8)	(16)	2	(19)	(75)
CLOSING FUND BALANCE	<u>531</u>	<u>511</u>	<u>520</u>	<u>482</u>	<u>490</u>	<u>482</u>	<u>466</u>	<u>468</u>	<u>449</u>	<u>449</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE

JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>48</u>	<u>48</u>	<u>48</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>40</u>	<u>45</u>	<u>45</u>	<u>48</u>
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	-	-	5	-	-	5
ALL OTHER	-	-	-	-	-	-	-	-	-	-
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	3	-	-	5	-	-	4	12
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	-	-	3	-	-	5	-	-	(4)	12
	-	-	(3)	-	-	(5)	5	-	(4)	(7)
CLOSING FUND BALANCE	<u>48</u>	<u>48</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>40</u>	<u>45</u>	<u>45</u>	<u>41</u>	<u>41</u>

DIVISION OF PORTS AND HARBORS

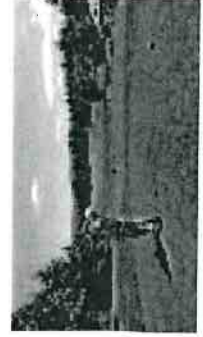
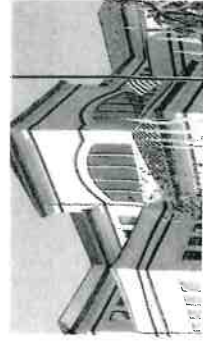
STATEMENT OF CASH FLOW- REVOLVING LOAN

JUNE 1, 2017 TO FEBRUARY 28, 2018

(\$ 000's)

	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>98</u>	<u>76</u>	<u>32</u>	<u>47</u>	<u>64</u>	<u>80</u>	<u>95</u>	<u>111</u>	<u>128</u>	<u>98</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	13	13	13	13	13	13	13	13	13	117
INTEREST INCOME-LOANS	5	5	5	5	5	5	5	5	5	45
INTEREST INCOME- FUND BALANCE	-	-	-	1	-	-	-	1	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>18</u>	<u>18</u>	<u>18</u>	<u>19</u>	<u>18</u>	<u>18</u>	<u>18</u>	<u>19</u>	<u>18</u>	<u>164</u>
USE OF FUNDS										
NEW LOANS ISSUED	38	60	-	-	-	-	-	-	-	98
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	-	-	-	-	-	-	-	-	-	-
	<u>40</u>	<u>62</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>119</u>
NET CASH FLOW	(22)	(44)	15	17	16	15	16	17	15	45
CLOSING FUND BALANCE	<u>76</u>	<u>32</u>	<u>47</u>	<u>64</u>	<u>80</u>	<u>95</u>	<u>111</u>	<u>128</u>	<u>143</u>	<u>143</u>

**PEASE DEVELOPMENT AUTHORITY
PROPOSED FY 2018 OPERATING BUDGET
AND FY 2019 - FY 2021 FORECAST**



**PEASE DEVELOPMENT AUTHORITY
FINANCE COMMITTEE MEETING
JUNE 12, 2017**

TABLE OF CONTENTS

	<u>PAGE #</u>
• EXECUTIVE OVERVIEW	3-5
• KEY PLANNING ASSUMPTIONS	6-14
• COMPOSITE BUDGET PROJECTIONS	15
• COMPOSITE OPERATING REVENUES	16-23
• STAFFING PLAN AND ORGANIZATION CHART	24-25
• COMPOSITE OPERATING EXPENSES	26-33
• BUSINESS UNIT ANALYSIS	
◦ PORTSMOUTH AIRPORT	35-36
◦ SKYHAVEN AIRPORT	37-39
◦ GOLF OPERATIONS	40-46
◦ TRADEPORT	47-48
◦ ADMINISTRATIVE SERVICE UNITS	
• EXECUTIVE DIRECTOR	49
• LEGAL	50
• ENGINEERING	51
• FINANCE	52
• MAINTENANCE	53
• DIVISION OF PORTS AND HARBORS	
◦ UNRESTRICTED FUNDS	54-56
◦ HARBOR DREDGING	57-59
◦ FOREIGN TRADE ZONE	60-61
◦ REVOLVING LOAN FUND	62-63

EXECUTIVE OVERVIEW

\$ (000's)

THE PROPOSED FY 2018 **OPERATING REVENUES** OF **\$14,319** IS AN INCREASE OF 1.3% OR \$180 VERSUS THAT OF THE FORECASTED FY 2017 YEAR END ACTUALS. THE PRIMARY VARIANCES INCLUDE:

	\$ CHANGE	% CHANGE
FACILITIES RENTAL	148	1.5
FEE REVENUES		
GOLF RELATED- MEMBERSHIPS, LESSONS, SIMULATORS AND PUBLIC PLAY	64	3.7
DPH RELATED- MOORINGS, PARKING, REGISTRATIONS, PIER USAGE AND WHARFAGE	13	1.5
FUEL SALES (SKYHAVEN AND DPH)	2	-
LAND OPTIONS (TRADEPORT)	(61)	(22.2)
MISCELLANEOUS OTHER	<u>14</u>	-
TOTAL	<u>180</u>	<u>1.3</u>

THE PROPOSED FY 2018 **OPERATING EXPENDITURES** OF **\$11,543** IS AN INCREASE OF 5.8% OR \$633 VERSUS THAT OF THE FORECASTED FY 2017 YEAR END ACTUALS. THE PRIMARY VARIANCES INCLUDE:

	\$ CHANGE	% CHANGE
PROFESSIONAL SERVICES (PRIMARILY LEGAL)	248	57.2
BUILDINGS AND FACILITIES	128	10.4
MARKETING AND PROMOTION	110	59.5
PERSONNEL SERVICES AND FRINGE BENEFITS	93	1.4
GENERAL AND ADMINISTRATIVE	35	5.5
UTILITIES	8	1.0
OTHER OPERATING EXPENSES	11	1.1
MISCELLANEOUS OTHER	-	-
TOTAL	<u>633</u>	<u>5.8</u>

EXECUTIVE OVERVIEW

(CONTINUED):

\$ (000's)



• THERE IS POTENTIAL FOR SEVERAL OPERATING BUDGET ISSUES THAT NEED TO BE FURTHER VETTED INCLUDING:

- LEGAL SUPPORT AND POTENTIAL FINANCIAL PENALTIES: CONSERVATION LAW FOUNDATION- STORMWATER DISCHARGING
- DPH REPLACEMENT REVENUES- STATE OF MAINE DOT CONTRACT EXPIRATION (DECEMBER 2017)
- DPH DEBT REPAYMENT TO STATE OF NEW HAMPSHIRE- PISCATAQUA TURNING BASIN (HB 25-FN-A)
- MONITORING / LIMITING IMPACT OF THE AFFORDABLE CARE ACT- GOLF, DPH AND SNOW SEASON PERSONNEL
- GROUND WATER COLLECTION AND TREATMENT FOR CONSTRUCTION AND MAINTENANCE PROJECTS (DEPARTMENT OF ENVIRONMENTAL SERVICES MANDATED)
- PSM RUNWAY RECONSTRUCTION OF RUNWAY 16-34 PROJECT WITH AIR NATIONAL GUARD- COMMENCEMENT DATE



• KEY OPERATIONAL ACTIVITIES AND INITIATIVES EXPECTED TO BE UNDERTAKEN:

- MAINTAINING AND EXPANDING CURRENT COMMERCIAL AIRLINES SERVICES
- SUCCESSION PLANNING AND ORGANIZATIONAL ALIGNMENT
- ACHIEVEMENT OF ANNUAL 10,000 ENPLANEMENTS AT PSM
- OUTSOURCING OF PAYROLL PROCESSING- PAYCHEX INC.
- EXTENSION OF REVOLVING LINE OF CREDIT FACILITY WITH PROVIDENT BANK
- SEEK PERMANENT LONG TERM FINANCING FROM STATE OF NEW HAMPSHIRE
- INDEPENDENT REVIEW (COLLIER'S INTERNATIONAL)- GOLF OPERATIONS
- TRANSPORTATION TRAFFIC FLOW STUDY UPDATE
- DEVELOPMENT OF A PREVENTIVE MAINTENANCE WORK SCHEDULE- GENERATORS
- DEVELOPMENT OF AN INTERNAL STUDY FOR PARKING LOT MAINTENANCE AND RENOVATIONS
- SERVICE CONTRACT RENEGOTIATIONS- INFORMATION TECHNOLOGY AND CREDIT CARD PROCESSING

EXECUTIVE OVERVIEW

(CONTINUED)

\$ (000's)

- **FUNDING IMPLICATIONS**
 - NET OPERATING INCOME LEVELS, EXCLUDING THE DPH, WILL BE SUFFICIENT TO MEET PROPOSED BOTH GRANT AND NON-GRANT RELATED CAPITAL PROJECTS AND LONG TERM DEBT SERVICE REQUIREMENTS.

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPENING FUND BALANCE	1,033	2,734	4,231	5,786	5,959
NET OPERATING INCOME (PDA ONLY)	2,549	2,732	2,923	2,937	2,793
PROPOSED NON-GRANT CAPITAL PROJECTS	(805)	(583)	(743)	(1,189)	(3,072)
DEBT SERVICE REQUIREMENTS	(116)	(116)	(116)	(117)	-
INTEREST EXPENSE- NET	(16)	(12)	(6)	-	-
CHANGES IN WORKING CAPITAL- NET	89	(524)	(503)	(1,458)	(802)
NET CHANGE FOR PERIOD	1,701	1,497	1,555	173	(1,081)
CLOSING FUND BALANCE	2,734	4,231	5,786	5,959	4,878

◦ PDA HAS A \$5,000 REVOLVING LINE OF CREDIT FACILITY, SCHEDULED TO EXPIRE ON DECEMBER 31, 2017, WITH THE PROVIDENT BANK.

◦ EXTERNAL BORROWING RATE ASSUMPTIONS:

- FY 2018 3.75 %
- FY 2019 4.00
- FY 2020 4.25
- FY 2021 4.50

\$ (000's)

KEY PLANNING ASSUMPTIONS

STAFFING, PERSONNEL SERVICES AND BENEFIT ESCALATION

- NO INCREMENTAL PERMANENT STAFFING IS PROPOSED FROM CURRENT AUTHORIZED LEVELS.
- EMPLOYEE ANNUAL SALARY MERIT INCREASES **CAPPED AT 2.00%** FOR ALL ELIGIBLE EMPLOYEES.
- **FRINGE BENEFIT RATES** HAVE YET TO BE APPROVED BY THE STATE. FOR BUDGETING PURPOSES, THE FOLLOWING RATES, AS A PERCENTAGE OF ELIGIBLE WAGES, HAVE BEEN INCORPORATED:

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
HEALTH INSURANCE	25.26%	26.50%	27.00%	27.50%	28.00%
NH RETIREMENT SYSTEM					
GROUP I	12.66	12.93	13.20	13.47	13.75
GROUP II (POLICE)	26.38	28.00	28.50	29.00	29.50
DENTAL	1.52	1.55	1.57	1.58	1.60
LIFE INSURANCE	0.95	0.96	0.97	0.98	0.99

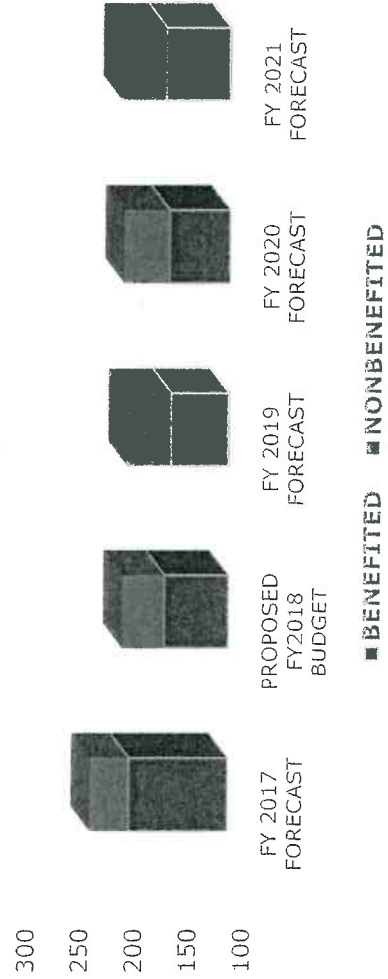
\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

STAFFING, PERSONNEL SERVICES AND FRINGE BENEFIT ESCALATION (CONTINUED)

- IMPACT OF THE **AFFORDABLE CARE ACT** TO THE PDA IS BEING ACTIVELY MANAGED. ONGOING REVIEW FOR DPH, GOLF AND SNOW SEASON PERSONNEL.
- REQUESTED BUDGET DOES NOT MAKE ANY PROVISIONS FOR POSSIBLE CHANGES IN THE **MINIMUM HOURLY WAGE**. PRIMARY IMPACT TOWARD SEASONAL EMPLOYEES WOULD BE AT THE GOLF COURSE AND PORT FACILITIES.
- THE PDA CONTINUES TO AGGRESSIVELY MONITOR OVERTIME COSTS. ALTHOUGH A VARIABLE COST, INFLUENCED BY SNOW FALL AND WHARFAGE AND DOCKAGE ACTIVITIES, AS A PERCENTAGE OF DIRECT PAYROLL, THE PDA / DPH AVERAGES APPROXIMATELY 4.5% ANNUALLY.

OVERTIME COSTS



\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

PORTSMOUTH INTERNATIONAL AIRPORT

- WILL CONTINUE TO BE A "NO FEE" AIRPORT RELATIVE TO PASSENGER PARKING, FACILITIES FEES, WAIVING OF LANDING, FUEL FLOWAGE FEES, ETC.
- CONTINUED MARKETING FINANCIAL COMMITMENT TO ATTRACT NEW AIRLINE(S) AND CONTINUATION OF CONSULTANT CONTRACT (DAN FORTNAM).
- LAW ENFORCEMENT OFFICER PROGRAM (LEO) TOWARD CITY OF PORTSMOUTH SECURITY COVERAGE REMAINS IN PLACE.
- ANNUAL **PSM ENPLANEMENTS** ARE PROJECTED TO EXCEED 10,000.
- POTENTIAL DELAY IN RECONSTRUCTION OF RUNWAY 16-34 PROJECT WITH AIR NATIONAL GUARD COULD RESULT IN INCREMENTAL MAINTENANCE COSTS.

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

SKYHAVEN AIRPORT

- FY 2017 AND FY 2018 **HANGAR RENTAL RATE WAIVER** TO BE ISSUED TO ACCOMMODATE FOR CONSTRUCTION ACTIVITIES AND LIMITED ACCESS TO RUNWAY.
- NO CHANGES IN CURRENT HANGAR AND OR TIE DOWN RENTAL RATES.
- NO CHANGE IN CURRENT OCCUPANCY (30) FOR HANGARS. THERE ARE PRESENTLY 3 HANGAR VACANCIES.
- **FUELING OPERATIONS** ARE EXPECTED TO GENERATE APPROXIMATELY \$47 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2021 REPRESENTING AN APPROXIMATE 15% MARK-UP.

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
GROSS SALES	72	74	78	81	83
COST OF GOODS SOLD	62	63	66	69	71
NET CASH FLOW	10	11	12	12	12
FUEL SOLD (GALLONS)	17,500	17,500	18,000	18,250	18,500
AVERAGE SELLING PRICE (GALLON)	\$4.11	\$4.23	\$4.33	\$4.44	\$4.49

KEY PLANNING ASSUMPTIONS

(CONTINUED)

\$ (000's)

TRADEPORT

- CURRENT **ELECTRICITY SUPPLY RATE** (\$0.06583) WHICH COMMENCED MAY 1, 2017 IS SCHEDULED TO EXPIRE OCTOBER 31, 2018. FUTURE YEAR ELECTRICITY CONSUMPTION PROJECTED AT APPROXIMATELY 3.6 MILLION KWH.
- DEPARTMENT OF STATE FUNDING- REVENUE STREAM COMMENCED IN OCTOBER 2014, AT THE NET RATE OF \$5.75 / PER SQUARE FOOT FOR 60 MONTHS. FOR THE SUBSEQUENT FIVE YEAR PERIOD, COMMENCING OCTOBER 2019, THE NEW NET RATE WILL INCREASE 4.3% TO \$6.00 PER SQUARE FOOT.
- LONZA'S CURRENT ANNUAL "**IRON PARCEL**" \$50 OPTION WILL CONTINUE THROUGH JUNE 30, 2021.
- MAJORITY OF BUILDING OR GROUND BASE LEASES HAVE INCORPORATED AN ANNUAL RATE OF INFLATION, AS MEASURED BY THE CONSUMER PRICE INDEX, OF 1.5%.
- **GREAT BAY COMMUNITY COLLEGE**
 - TEN YEAR CPI ADJUSTMENT TO GROUND RENT- JULY 1, 2018
 - BALANCE OF OPTION AGREEMENT PAYMENTS- JUNE 17, 2019 (\$9) AND 2020 (\$18)
- **PEASE REHAB, LLC**
 - CASH COLLATERAL PLEDGE AND SECURITY AGREEMENT- FIVE YEAR TRUE-UP (NEURO-REHAB ASSOCIATES)
- PDA'S ANNUAL FUNDING SUPPORT TO **COAST TROLLEY** REMAINS CONSISTENT AT \$120. SCHEDULED SERVICE ROUTES BEING EVALUATED BY COAST PERSONNEL.

KEY PLANNING ASSUMPTIONS (CONTINUED)

GOLF OPERATIONS

- PHASED INCREASE TO CURRENT GOLF COURSE **FEE STRUCTURE- MEMBERSHIPS, SIMULATORS AND PUBLIC PLAY** WAS PRESENTED TO GOLF COMMITTEE IN 2013. PROPOSED FY 2018 BUDGET AND SUBSEQUENT THREE YEAR FORECAST INCORPORATES THE FOLLOWING PUBLIC PLAY RATE STRUCTURE WITH PROPOSED RATES BEING EFFECTIVE MAY 1, 2020.

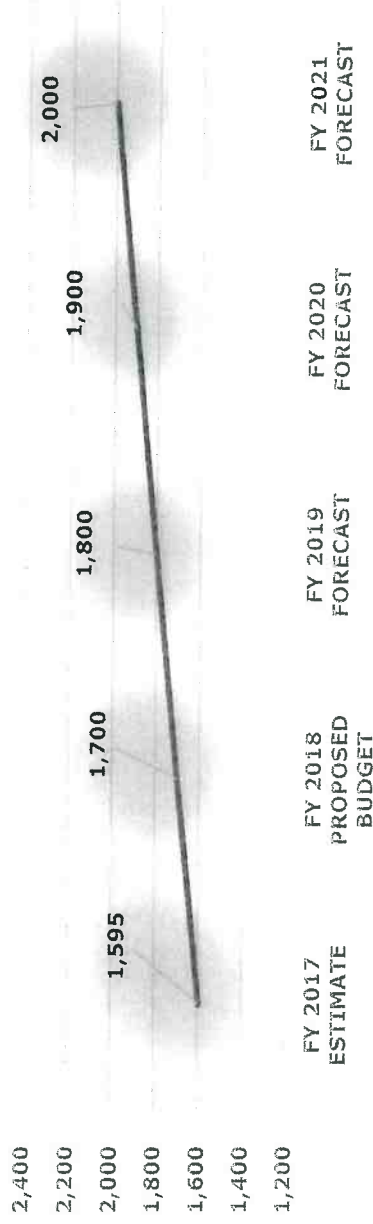
NONMEMBER PLAY	PROPOSED FEES	CURRENT FEES	MEMBER PLAY	PROPOSED FEES	CURRENT FEES
WEEKDAY			WEEKDAY		
9 HOLE	\$ 30	\$ 29	ADULT	\$ 1,700	\$ 1,600
18 HOLE	49	48	STUDENT	750	700
SENIOR 9 HOLE	23	22	JUNIOR	450	400
SENIOR 18 HOLE	37	36	SENIOR	1,500	1,400
ADULT TWILIGHT 18 HOLE	36	35	COUPLES	3,050	2,900
WEEKEND			COUPLES- SENIORS	2,650	2,500
9 HOLE	\$ 33	\$ 32	FULL WEEK		
18 HOLE	53	52	ADULT	\$ 2,000	\$ 1,900
ADULT TWILIGHT 18 HOLE	36	35	COUPLES	3,650	3,500
CART FEES			SIMULATOR		
9 HOLE	\$ 13	\$ 12	WEEKDAY / HOURLY	\$ 33	\$ 32
18 HOLE	20	18	WEEKEND / HOURLY	40	39
TWILIGHT	12	10			

KEY PLANNING ASSUMPTIONS (CONTINUED)

\$ (000's)

GOLF OPERATIONS (CONTINUED):

- PROJECTED GRILL 28 GROSS RESTAURANT SALES HAVE MAINTAINED A **FEE STRUCTURE** OF 16.5% THROUGH OCTOBER 2016 AND 17.0% THEREAFTER. AMENDMENT # 3 EXTENDS CONTRACT THROUGH OCTOBER 31, 2019 WITH AN ONE YEAR OPTION.



• ROUNDS OF GOLF PLAYED:

	2017 ACTUAL	PROPOSED FY 2018 BUDGET	2019 FORECAST	2020 FORECAST	2021 FORECAST
ANNUAL PASS	17,327	18,500	18,750	19,000	19,000
PUBLIC PLAY	37,609	34,000	34,500	35,000	35,500
TOTAL	54,936	52,500	53,250	54,000	54,500

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS

- CONTRACT COMPLETION WITH THE STATE OF MAINE DEPARTMENT OF TRANSPORTATION (MDT) IS SCHEDULED FOR DECEMBER 31, 2017. IT IS CURRENTLY ANTICIPATED THAT THE REVENUE STREAM ASSOCIATED WITH THE MDT PROJECT WILL BE REPLACED THROUGH A PROPOSED LICENSE AND OPERATING AGREEMENT WITH ELECTRO SOURCE, INC. FOR THE USE OF BULK STORAGE SPACE AT PDA-DPH PROPERTY. THE ANTICIPATED NEW AGREEMENT WILL BE EFFECTIVE NO LATER THAN JANUARY 1, 2018.
- **FASTLANE 2017 GRANT APPLICATION** TO THE U.S. DEPARTMENT OF TRANSPORTATION- MAIN WHARF REHABILITATION AND MODIFICATION PROJECT. SEEKING \$7,500 IN FEDERAL ASSISTANCE WITH THE STATE OF NEW HAMPSHIRE COMMITTING THE REMAINING \$5,000.
- SECURITY OPERATIONS REMAIN IN-HOUSE DURING THE BUDGET PERIOD WITH NO INCREMENTAL STAFFING FROM CURRENT AUTHORIZED LEVELS.
- OVERTIME AND SEASONAL PERSONNEL LABOR HOURS CONTINUES TO BE ACTIVELY MANAGED.
- **WORKERS COMPENSATION** INSURANCE **REMAINS SELF-FUNDED**.
- WITH CAPITAL BUDGET OVERVIEW COMMITTEE APPROVAL, HARBOR DREDGING FUND CONTINUES TO PROVIDE FUNDING SUPPORT TO MEET EMERGING REPAIRS AND MAINTENANCE NEEDS.

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS (CONTINUED):

- **FUELING OPERATIONS** ARE EXPECTED TO GENERATE APPROXIMATELY \$150 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2021 REPRESENTING AN APPROXIMATE 6% MARK-UP.

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
GROSS SALES					
PORTSMOUTH FISH PIER	400	400	400	410	410
HAMPTON HARBOR	120	120	120	123	123
RYE HARBOR	105	105	105	107	107
	<u>625</u>	<u>625</u>	<u>625</u>	<u>640</u>	<u>640</u>

COMPOSITE BUDGET PROJECTIONS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>14,139</u>	<u>14,319</u>	<u>14,486</u>	<u>14,716</u>	<u>14,944</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS (SEE PAGES #24 - #26)	6,637	6,730	6,902	7,060	7,216
BUILDING AND FACILITIES (SEE PAGE #27)	1,225	1,353	1,379	1,413	1,443
UTILITIES (SEE PAGE #28)	789	797	815	827	841
GENERAL ADMINISTRATION (SEE PAGE #29)	630	665	674	687	698
PROFESSIONAL SERVICES (SEE PAGE #30)	433	681	431	225	223
MARKETING AND PROMOTION (SEE PAGE #31)	185	295	298	300	305
OTHER OPERATING EXPENSES (SEE PAGE #32)	1,010	1,021	1,030	1,051	1,054
OPERATING INCOME	<u>10,909</u>	<u>11,542</u>	<u>11,529</u>	<u>11,563</u>	<u>11,780</u>
DEPRECIATION	3,230	2,777	2,957	3,153	3,164
INTEREST EXPENSE (SEE PAGE #33)	6,027	6,306	6,319	6,306	7,018
INTEREST INCOME AND OTHER	21	16	10	5	-
	(5)	(4)	(4)	(5)	(5)
NET OPERATING INCOME	<u>(2,813)</u>	<u>(3,541)</u>	<u>(3,368)</u>	<u>(3,153)</u>	<u>(3,849)</u>

\$(000's)

COMPOSITE OPERATING REVENUES

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
FACILITIES (PAGES #18-#20)	9,255	9,387	9,598	9,742	9,858
HANGARS (PAGE #21)	320	336	341	341	341
	9,575	9,723	9,939	10,083	10,199
FEE REVENUES					
AVIATION FEES	126	126	126	126	126
FUEL FLOWAGE	24	24	24	24	24
GOLF FEES	1,320	1,358	1,388	1,418	1,450
GOLF SIMULATORS	115	120	120	122	123
GOLF MEMBERSHIPS	300	320	326	336	365
GOLF LESSONS	17	18	18	18	18
MOORING FEES	325	325	335	340	345
PARKING	111	117	119	122	122
PIER USAGE FEES	80	82	85	85	85
REGISTRATIONS	156	157	167	188	207
WHARFAGE AND DOCKAGE	210	214	214	214	214
	2,784	2,860	2,922	2,991	3,079

\$ (000's)

COMPOSITE OPERATING REVENUES (CONTINUED)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
FUEL SALES <i>(PAGE #22)</i>	697	699	703	721	723
CONCESSION REVENUES	352	348	368	388	408
INTEREST INCOME- LOANS	46	48	46	46	46
OTHER REVENUES					
GOLF MERCHANDISE	225	225	230	235	235
ALL OTHER <i>(PAGE #23)</i>	460	416	278	252	254
	<u>685</u>	<u>641</u>	<u>508</u>	<u>487</u>	<u>489</u>
	<u>14,139</u>	<u>14,319</u>	<u>14,486</u>	<u>14,716</u>	<u>14,944</u>

RENTAL OF FACILITIES FACILITIES

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
LONZA BIOLOGICS	1,085	1,095	1,102	1,115	1,127
US DEPARTMENT OF STATE	672	672	672	693	693
KANERD DEVELOPMENT, LLC	490	495	502	510	517
75 NEW HAMPSHIRE, LLC	400	406	413	419	425
SIG SAUER, INC	331	335	338	342	347
INTERNATIONAL ASSOC OF PRIVACY PROF	290	305	309	420	433
REDHOOK BREWERY, INC.	281	287	291	296	301
FARLEY WHITE PEASE, LLC	260	263	265	269	301
222 INTERNATIONAL, LLC	247	249	253	257	260
SPYGLASS DEVELOPMENT, LLC	239	197	193	200	206
PIONEER NEW HAMPSHIRE. LLC	233	246	249	254	261
STATE OF MAINE- DOT	467	234	-	-	-
ELECTRO SOURCE INC. (NOTE #1)	-	233	467	467	467
CASTLEROCK, INC	194	198	209	211	213

NOTE:

1. FINAL NEGOTIATIONS ARE UNDERWAY TO SUPPORT A PROPOSED LICENSE AND OPERATING AGREEMENT FOR THE USE OF BULK STORAGE SPACE AT 555 MARKET STREET. THE AGREEMENT IS PROJECTED TO BE CONSUMMATED NO LATER THAN JANUARY 1, 2018.

RENTAL OF FACILITIES FACILITIES

(CONTINUED)

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
GREAT BAY COMMUNITY COLLEGE	167	190	190	190	190
273 CORPORATE DRIVE, LLC	184	189	192	195	198
100 INTERNATIONAL	184	189	192	195	198
NH RETAIL CENTER / 25,29 RETAIL	180	183	186	189	192
GREAT BAY COMMUNITY COLLEGE	167	183	183	183	183
RESPORT, LLC	171	174	177	179	182
WENTWORTH DOUGLASS	158	161	163	166	169
PLANE SENSE	156	158	160	162	165
119 INTERNATIONAL GROUP	154	156	157	159	161
TOWER HILL DEVELOPMENT LLC	140	142	144	146	149
PORT CITY AIR	139	142	143	144	146
FISHER SCIENTIFIC INTERNATIONAL	135	137	137	139	141
THIRTY INTERNATIONAL	130	134	136	138	140
PEASE REHAB, LLC.	130	132	132	132	132

\$ (000's)

RENTAL OF FACILITIES

FACILITIES (CONTINUED)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
325 CORPORATE DRIVE	125	128	130	132	134
PIONEER INTERNATIONAL	120	123	125	127	129
FREEDOM RING COMMUNICATIONS	110	113	114	115	117
MORTON SALT COMPANY	107	107	107	107	107
ALL OTHERS (< \$100)	1,409	1,431	1,457	1,475	1,506
TOTAL	9,255	9,387	9,598	9,742	9,858

RENTAL OF FACILITIES HANGARS

\$ (000's)

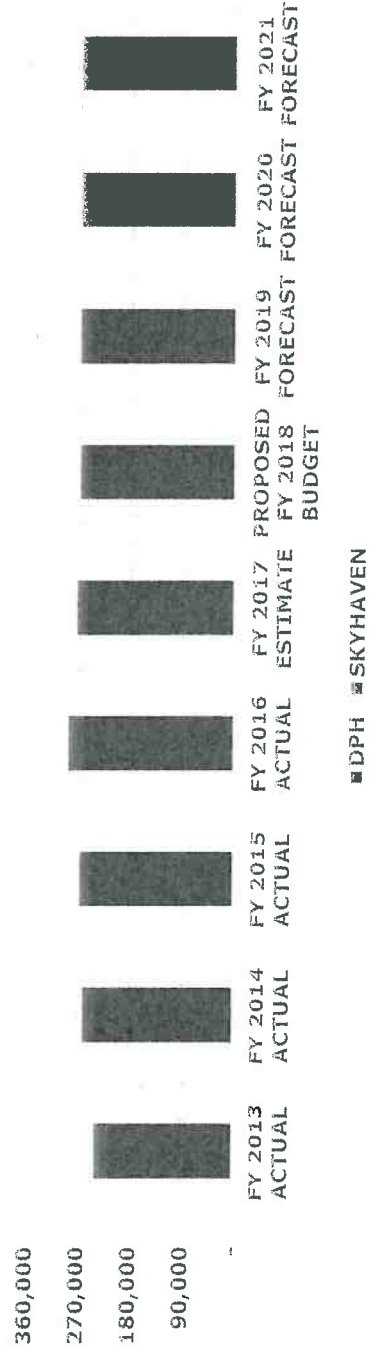
	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
PORT CITY AIR, INC	188	203	203	203	203
SKYHAVEN AIRPORT (DAW)	105	105	110	110	110
HANGAR FOUR CONDO ASSOCIATION-PSM	10	11	11	11	11
HANGAR THREE CONDO ASSOCIATION- PSM	7	7	7	7	7
HANGAR TWO CONDO ASSOCIATION-PSM	6	6	6	6	6
HANGAR ONE CONDO ASSOCIATION- PSM	4	4	4	4	4
	320	336	341	341	341

\$ (000's)

FUEL SALES

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
PORTSMOUTH FISH PIER	400	400	400	410	410
HAMPTON HARBOR	120	120	120	123	123
RYE HARBOR	105	105	105	107	107
SKYHAVEN AIRPORT	72	74	78	81	83
	<u>697</u>	<u>699</u>	<u>703</u>	<u>721</u>	<u>723</u>

GALLONS SOLD



\$ (000's)

OTHER REVENUES

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
PORTSMOUTH, RYE AND HAMPTON HARBOR- ROE'S	90	93	93	93	93
IAAP 75 ROCHESTER UNIT #1 -OPTION	80	53	26	-	-
LONZA "IRON PARCEL" -OPTION	50	50	50	50	50
LONZA 70-80 CORPORATE DRIVE ROE	50	25	-	-	-
WENTWORTH DOUGLAS HOSPITAL 67 / 121 CORPORATE DRIVE -OPTION	49	32	-	-	-
SUMMITT LAND DEVELOPMENT 160 CORPORATE DRIVE -OPTION	14	29	-	-	-
TWO INTERNATIONAL GROUP 100 NH AVENUE - OPTION	12	24	-	-	-
C&J TRAILWAYS- EXETER STREET	27	27	28	28	28
ALL OTHER (SEE NOTE #1)	88	83	81	81	83
	460	416	278	252	254

NOTE:
1. INCLUDES THIRD PARTY REIMBURSEMENTS FOR UTILITIES AND SECURITY COSTS.

STAFFING PLAN

\$ (000's)

	SALARIED BENEFITTED POSITIONS	HOURLY BENEFITTED POSITIONS	TOTAL AT 07-01-17	TOTAL AT 07-01-16
PORTSMOUTH AIRPORT	3.0	8.0	11.0	11.0
MAINTENANCE	-	18.0	18.0	18.0
SKYHAVEN	-	-	-	-
ENGINEERING	3.0	0.5	3.5	4.0
GOLF OPERATIONS	3.0	4.0	7.0	8.0
EXECUTIVE DIRECTOR	1.0	1.0	2.0	2.0
LEGAL	3.0	1.0	4.0	4.0
FINANCE	2.0	2.5	4.5	5.0
DIVISION OF PORTS AND HARBORS	1.0	9.0	10.0	10.0
	16.0	44.0	60.0	62.0

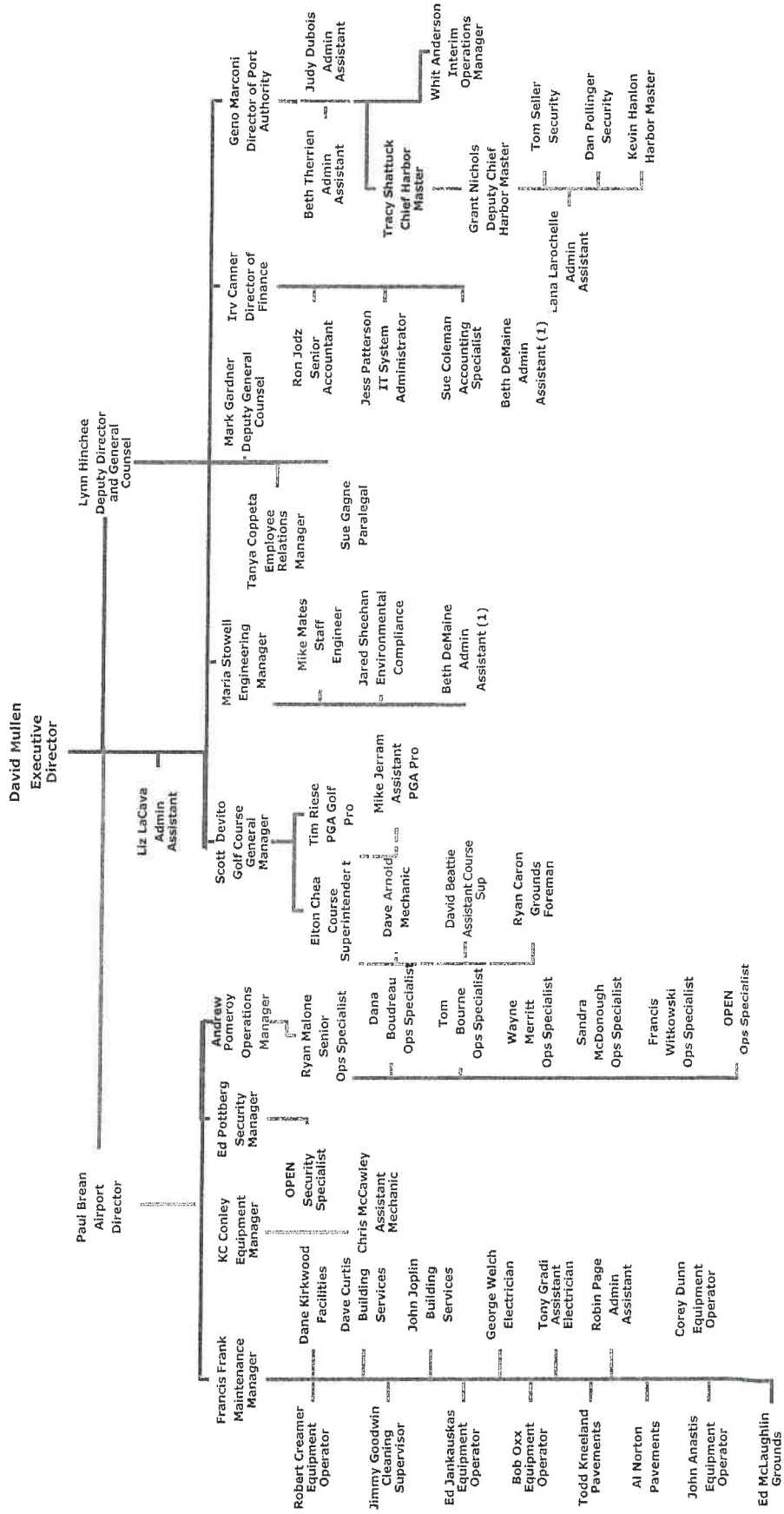
PROJECTED SEASONAL / PART TIME
(NON-BENEFITTED) HOURLY SUPPORT:

HOURLY LABOR	GOLF	DPH	MAINT	PSM	DAW
2017	25,000	8,700	7,000	3,500	5,000
2018	25,000	8,700	7,000	3,500	5,000
2019	25,000	8,700	7,000	3,500	5,000
2020	25,000	8,700	7,000	3,500	5,000
2021	25,000	8,700	7,000	3,500	5,000

NOTE:

- STAFF POSITIONS NOTED ABOVE DO NOT REFLECT INTERNAL ALLOCATIONS OF LABOR SUCH AS A) ENGINEERING SUPPORT TO THE GOLF COURSE, SKYHAVEN AND OR THE DIVISION OF PORTS AND HARBORS, ETC., AND B) ADMINISTRATIVE SUPPORT PROVIDED TO THE BUSINESS UNITS BY FINANCE, LEGAL, ETC.
- ADMINISTRATIVE ASSISTANT SHARED POSITION BETWEEN ENGINEERING AND FINANCE.

PROJECTED ORGANIZATION CHART AT JULY 1, 2017 (BENEFITTED POSITIONS ONLY)



NOTE:
1. ADMINISTRATIVE ASSISTANT SHARED POSITION BETWEEN ENGINEERING AND FINANCE.

COMPOSITE PERSONNEL SERVICES AND BENEFITS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
PERSONNEL SERVICES					
PERMANENT LABOR	3,654	3,741	3,814	3,890	3,963
NON-BENEFITTED LABOR	687	725	739	754	769
OVERTIME	<u>225</u>	<u>198</u>	<u>194</u>	<u>197</u>	<u>200</u>
	<u>4,566</u>	<u>4,664</u>	<u>4,747</u>	<u>4,841</u>	<u>4,932</u>
FRINGE BENEFITS					
HEALTH CARE	950	952	1,015	1,050	1,086
RETIREMENT	515	528	543	559	575
FICA	349	357	363	370	377
WORKERS COMP \ OTHER	162	131	133	137	140
DENTAL AND LIFE INSURANCE	<u>95</u>	<u>98</u>	<u>101</u>	<u>103</u>	<u>106</u>
	<u>2,071</u>	<u>2,066</u>	<u>2,155</u>	<u>2,219</u>	<u>2,284</u>
	<u>6,637</u>	<u>6,730</u>	<u>6,902</u>	<u>7,060</u>	<u>7,216</u>

\$ (000's)

COMPOSITE BUILDING AND FACILITIES

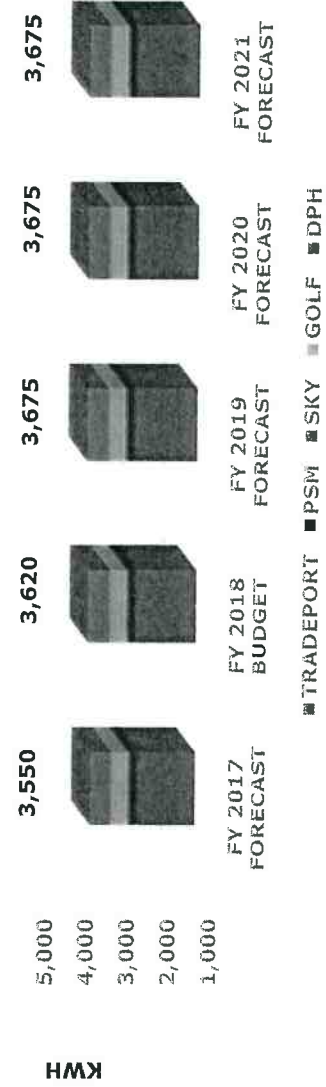
	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
SNOW REMOVAL	285	285	289	295	297
GASOLINE AND DIESEL	137	149	152	156	159
CLEANING CONTRACT	93	94	96	97	99
CONTRACT SERVICES	89	85	90	90	91
SECURITY	79	64	66	67	68
HVAC REPAIRS	77	66	68	70	70
EQUIPMENT PARTS	64	71	73	74	76
LANDSCAPING AND IRRIGATION	55	56	56	63	61
EQUIPMENT RENTAL	44	48	45	45	46
VEGETATION CONTROL	37	66	66	66	66
PAVEMENT AND RUBBER REMOVAL	34	41	43	42	45
ENVIRONMENTAL TESTING	29	29	29	29	29
ELECTRICAL PARTS	20	23	23	23	24
ENGINEERING SERVICES	8	38	41	41	44
FACILITIES MAINTENANCE	-	50	50	50	50
ALL OTHER	174	188	192	205	218
	1,225	1,353	1,379	1,413	1,443

\$ (000's)

COMPOSITE UTILITIES

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
ELECTRICITY	419	420	426	431	440
WATER	126	120	120	121	121
WASTE DISPOSAL	101	100	108	110	113
NATURAL GAS	87	95	97	99	100
PROPANE	54	60	61	63	64
HEATING OIL	2	2	3	3	3
	789	797	815	827	841

ELECTRICITY KWH CONSUMPTION PROJECTIONS



COMPOSITE GENERAL AND ADMINISTRATIVE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
INSURANCE	155	160	164	167	170
BANK FEES	77	62	64	65	66
TELEPHONES AND COMMUNICATIONS	68	68	69	70	71
SUPPLIES	58	59	61	63	64
COMPUTER EXPENSES	37	48	48	49	51
DUES, SUBSCRIPTIONS AND REGISTRATIONS	35	40	40	42	42
OFFICE EQUIPMENT RENTAL	30	31	31	32	33
TAXES IN LIEU- MSF	30	30	30	30	30
TRAVEL AND MILEAGE	21	31	31	32	32
CLOTHING AND UNIFORMS	20	14	15	15	15
EQUIPMENT UNDER \$5,000	19	15	22	18	22
PROFESSIONAL DEVELOPMENT	16	27	22	27	22
POSTAGE AND PRINTING	15	16	16	17	17
STATE OF NH INDIRECT COST ALLOCATION	4	8	8	8	8
ALL OTHER	45	56	53	52	55
	<u>630</u>	<u>665</u>	<u>674</u>	<u>687</u>	<u>698</u>

\$ (000's)

COMPOSITE PROFESSIONAL SERVICES

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
LEGAL	251	500	250	50	50
INFORMATION TECHNOLOGY	86	85	86	81	77
EXTERNAL AUDIT	73	73	73	74	75
ALL OTHER	23	23	22	20	21
	433	681	431	225	223

\$ (000's)

COMPOSITE MARKETING AND PROMOTION

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
BUSINESS DEVELOPMENT	163	273	274	276	281
GENERAL ADVERTISING (EMPLOYMENT, REQUEST FOR PROPOSALS, ETC.)	22	22	24	24	24
	<u>185</u>	<u>295</u>	<u>298</u>	<u>300</u>	<u>305</u>

\$ (000's)

COMPOSITE OTHER OPERATING EXPENSES

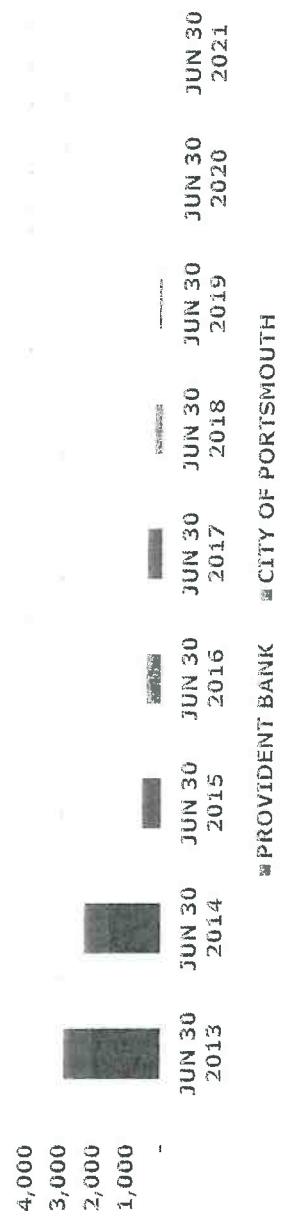
	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
FUEL	650	651	654	671	673
GOLF MERCHANDISE	180	180	184	188	188
COAST TROLLEY	110	120	120	120	120
GOLF CART LEASE	70	70	72	72	73
	1,010	1,021	1,030	1,051	1,054

\$ (000's)

COMPOSITE INTEREST EXPENSE

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
SOURCE OF FINANCING					
CITY OF PORTSMOUTH (NOTE #1)	21	16	10	5	-
THE PROVIDENT BANK (NOTE #2)	-	-	-	-	-
	21	16	10	5	-

DEBT OUTSTANDING



NOTE: 1) AT JUNE 30, 2016, A TOTAL OF \$465 IN PRINCIPAL DEBT WAS OUTSTANDING. ANNUAL PAYMENTS PLUS INTEREST, AT 4.5%, ARE PAYABLE THROUGH JANUARY 2020.

2) CURRENT \$ 5,000 REVOLVING LINE OF CREDIT FACILITY WITH THE PROVIDENT BANK IS SCHEDULED TO MATURE ON DECEMBER 31, 2017. KEY ASSUMPTION IS THAT SUCH CREDIT FACILITY WILL BE ALLOWED TO ROLL-OVER FOR A PERIOD UP TO THREE YEARS.

BUSINESS UNIT ANALYSIS

PORTSMOUTH AIRPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>1,013</u>	<u>1,014</u>	<u>1,022</u>	<u>1,030</u>	<u>1,039</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	903	1,021	1,055	1,082	1,109
BUILDING AND FACILITIES	752	1,184	1,177	1,185	1,188
GENERAL ADMINISTRATION	155	156	159	162	166
UTILITIES	327	322	328	333	336
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	13	18	18	18	18
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>2,150</u>	<u>2,701</u>	<u>2,737</u>	<u>2,780</u>	<u>2,817</u>
DEPRECIATION	(1,137)	(1,687)	(1,715)	(1,750)	(1,778)
INTEREST EXPENSE	3,550	3,800	3,750	3,750	4,500
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(4,687)</u>	<u>(5,487)</u>	<u>(5,465)</u>	<u>(5,500)</u>	<u>(6,278)</u>

OPERATING REVENUES- PORTSMOUTH AIRPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
FACILITIES	575	570	577	584	592
HANGARS	215	231	231	231	232
	<u>790</u>	<u>801</u>	<u>808</u>	<u>815</u>	<u>824</u>
FEE REVENUES					
AVIATION FEES	125	125	125	125	125
FUEL FLOWAGE	15	15	15	15	15
PARKING	1	1	1	2	2
PIER USAGE FEES	-	-	-	-	-
REGISTRATIONS	-	-	-	-	-
ALL OTHER	-	-	-	-	-
	<u>141</u>	<u>141</u>	<u>141</u>	<u>142</u>	<u>142</u>
CONCESSION REVENUES					
	22	7	7	7	8
OTHER REVENUES					
ALL OTHER	60	65	65	65	65
	<u>1,013</u>	<u>1,014</u>	<u>1,022</u>	<u>1,030</u>	<u>1,039</u>

SKYHAVEN AIRPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>179</u>	<u>180</u>	<u>189</u>	<u>191</u>	<u>194</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	69	92	93	96	97
BUILDING AND FACILITIES	74	82	82	84	84
GENERAL ADMINISTRATION	29	29	30	30	30
UTILITIES	28	31	31	32	33
PROFESSIONAL SERVICES	5	5	5	5	6
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	62	63	66	69	71
OPERATING INCOME	<u>267</u> <u>(88)</u>	<u>302</u> <u>(122)</u>	<u>307</u> <u>(118)</u>	<u>316</u> <u>(125)</u>	<u>321</u> <u>(127)</u>
DEPRECIATION	395	426	472	470	470
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(483)</u>	<u>(548)</u>	<u>(590)</u>	<u>(595)</u>	<u>(597)</u>

OPERATING REVENUES- SKYHAVEN AIRPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
HANGARS	105	105	110	110	110
FUEL SALES					
	72	74	78	81	83
OTHER REVENUES					
ALL OTHER	2	1	1	-	-
	<u>179</u>	<u>180</u>	<u>189</u>	<u>191</u>	<u>194</u>

SKYHAVEN AIRPORT- NET CASH FLOW

\$ (000's)

	PRIOR PERIODS	CURRENT FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST	CUMLA SINCE INCEP
CUMULATIVE NET CASH FLOW	=	(1,460)	(1,603)	(1,835)	(2,043)	(2,221)	=
NET OPERATING INCOME <i>(EXCLUDING DEPRECIATION)</i>	(744)	(88)	(122)	(118)	(125)	(127)	(1,324)
CAPITAL ADDITIONS							
RUNWAY RECONSTRUCTION (FAA)	(4,073)	-	-	-	-	-	(4,073)
TAXILANE PAVEMENT- PROJECT (FAA)	-	(1,055)	(930)	-	-	-	(1,985)
SOUTH APRON DESIGN AND CONST (FAA)	-	-	-	(300)	(1,500)	-	(1,800)
ROTARY PLOW (FAA)	-	-	(500)	-	-	-	(500)
WILDLIFE ASSESSMENT / FENCE CONST (FAA)	-	-	-	(50)	-	(80)	(130)
SEWER DESIGN AND HOOK UP	(80)	-	-	-	-	-	(80)
DUPONT PROPERTY	(374)	-	-	-	-	-	(374)
HANGAR 5 ROOF RENOVATIONS	(119)	-	-	-	-	-	(119)
TERMINAL PARKING LOT	-	-	(25)	-	-	-	(25)
REROOF TERMINAL BUILDING	-	-	-	(25)	-	-	(25)
AIRFIELD RELAMPING	-	-	-	-	(25)	-	(25)
OTHER MISCELLANEOUS	(24)	=	(15)	=	=	=	(39)
ALL OTHER	(4,670)	(1,055)	(1,470)	(375)	(1,525)	(80)	(9,175)
DEBT REPAYMENT- STATE OF NEW HAMPSHIRE	(100)	-	-	-	-	-	(100)
GRANT FUNDING AWARDS	4,054	1,000	1,360	285	1,472	76	8,247
CUMULATIVE NET CASH FLOW	(1,460)	(1,603)	(1,835)	(2,043)	(2,221)	(2,352)	(2,352)



GOLF OPERATIONS (COMPOSITE)

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES (SEE PAGE #42)	<u>2,302</u>	<u>2,375</u>	<u>2,436</u>	<u>2,503</u>	<u>2,585</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	967	971	995	1,018	1,041
BUILDING AND FACILITIES	295	320	320	334	331
GENERAL ADMINISTRATION	159	160	163	166	168
UTILITIES	194	195	200	201	205
PROFESSIONAL SERVICES	21	17	11	14	12
MARKETING AND PROMOTION	54	58	61	64	67
OTHER OPERATING EXPENSES	250	250	256	260	261
OPERATING INCOME	<u>1,940</u>	<u>1,971</u>	<u>2,006</u>	<u>2,057</u>	<u>2,085</u>
DEPRECIATION	362	404	430	446	500
INTEREST EXPENSE	394	387	387	381	382
INTEREST INCOME	-	-	-	-	-
NET OPERATING INCOME	<u>(32)</u>	<u>17</u>	<u>43</u>	<u>65</u>	<u>118</u>

OPERATING REVENUES GOLF OPERATIONS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
FEE REVENUES					
GOLF FEES	1,320	1,357	1,388	1,418	1,450
GOLF SIMULATORS	115	120	120	122	123
GOLF MEMBERSHIPS	300	320	326	336	365
GOLF LESSONS	17	18	18	18	18
	<u>1,752</u>	<u>1,815</u>	<u>1,851</u>	<u>1,894</u>	<u>1,956</u>
CONCESSION REVENUES	<u>325</u>	<u>335</u>	<u>355</u>	<u>374</u>	<u>394</u>
OTHER REVENUES					
MERCHANDISE	225	225	230	235	235
ALL OTHER	-	-	-	-	-
	<u>2,302</u>	<u>2,375</u>	<u>2,436</u>	<u>2,503</u>	<u>2,585</u>

GOLF OPERATIONS- NET CASH FLOW

\$(000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST	FIVE YEAR TOTAL
NET OPERATING INCOME (EXCLUDING DEPRECIATION)	362	404	430	446	500	2,142
CAPITAL ADDITIONS						
RESTAURANT MODIFICATIONS	52	35	-	10	-	97
TRIPLEX GREEN MOWER	-	40	40	-	-	80
ROUGH MOWER	-	-	70	-	-	70
PATIO UPGRADE	-	5	60	-	-	65
PESTICIDE SPRAYER	-	-	-	60	-	60
FAIRWAY MOWERS	60	-	-	-	-	60
TRIM MOWERS	-	50	-	-	-	50
WALKING GREENS MOWER	-	-	-	35	15	50
BLUE COURSE BRIDGE	5	25	-	-	-	30
LARGE UTILITY	-	-	-	-	30	30
GREEN TEE AERATOR	-	-	-	-	25	25
CLUBHOUSE EQUIPMENT	-	-	-	-	25	25
SMALL UTILITY VEHICLE	-	-	-	25	-	25
GEO THERMAL PUMPS	-	-	-	-	20	20
ONE TON DUMP TRUCK / PLOW	-	-	-	20	-	20
ALL OTHER	37	15	-	-	35	87
	<u>154</u>	<u>170</u>	<u>170</u>	<u>150</u>	<u>150</u>	<u>794</u>
NET CASH FLOW	<u>208</u>	<u>234</u>	<u>260</u>	<u>296</u>	<u>350</u>	<u>1,348</u>



GOLF COURSE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>1,635</u>	<u>1,693</u>	<u>1,729</u>	<u>1,771</u>	<u>1,831</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	919	923	944	967	989
BUILDING AND FACILITIES	213	234	238	247	244
GENERAL ADMINISTRATION	135	130	132	135	136
UTILITIES	114	113	116	117	118
PROFESSIONAL SERVICES	9	7	5	5	6
MARKETING AND PROMOTION	40	43	45	48	48
OTHER OPERATING EXPENSES	70	70	72	72	73
OPERATING INCOME	<u>1,500</u>	<u>1,520</u>	<u>1,552</u>	<u>1,591</u>	<u>1,614</u>
DEPRECIATION	135	173	177	180	217
INTEREST EXPENSE	367	360	360	355	355
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(232)</u>	<u>(187)</u>	<u>(183)</u>	<u>(173)</u>	<u>(138)</u>

FOOD AND BEVERAGE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>325</u>	<u>335</u>	<u>355</u>	<u>374</u>	<u>394</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	12	12	13	13	13
BUILDING AND FACILITIES	69	72	68	73	72
GENERAL ADMINISTRATION	15	16	17	17	18
UTILITIES	76	77	79	79	82
PROFESSIONAL SERVICES	4	4	3	3	3
MARKETING AND PROMOTION	7	7	7	7	9
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>183</u>	<u>188</u>	<u>187</u>	<u>192</u>	<u>197</u>
DEPRECIATION	19	19	19	18	20
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>123</u>	<u>128</u>	<u>149</u>	<u>164</u>	<u>177</u>

PRO SHOP

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>225</u>	<u>225</u>	<u>230</u>	<u>235</u>	<u>235</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	15	15	16	16	16
BUILDING AND FACILITIES	6	6	6	6	6
GENERAL ADMINISTRATION	4	9	9	9	9
UTILITIES	3	4	4	4	4
PROFESSIONAL SERVICES	2	2	2	2	2
MARKETING AND PROMOTION	3	3	4	4	5
OTHER OPERATING EXPENSES	180	180	184	188	188
OPERATING INCOME	<u>213</u>	<u>219</u>	<u>225</u>	<u>229</u>	<u>230</u>
DEPRECIATION	12	6	5	6	5
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>12</u>	<u>6</u>	<u>5</u>	<u>6</u>	<u>5</u>

SIMULATORS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>117</u>	<u>122</u>	<u>122</u>	<u>123</u>	<u>125</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	21	21	22	22	23
BUILDING AND FACILITIES	7	8	8	8	9
GENERAL ADMINISTRATION	5	5	5	5	5
UTILITIES	1	1	1	1	1
PROFESSIONAL SERVICES	6	4	1	4	1
MARKETING AND PROMOTION	4	5	5	5	5
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>44</u>	<u>44</u>	<u>42</u>	<u>45</u>	<u>44</u>
DEPRECIATION	8	8	8	8	7
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>65</u>	<u>70</u>	<u>72</u>	<u>70</u>	<u>74</u>

TRADEPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>8,300</u>	<u>8,368</u>	<u>8,434</u>	<u>8,542</u>	<u>8,648</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	267	313	321	330	330
GENERAL ADMINISTRATION	45	46	47	48	49
UTILITIES	124	133	137	139	142
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	110	120	120	120	120
OPERATING INCOME	<u>546</u>	<u>612</u>	<u>625</u>	<u>637</u>	<u>641</u>
DEPRECIATION	7,754	7,756	7,809	7,905	8,007
INTEREST EXPENSE	800	816	850	850	825
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>6,954</u>	<u>6,940</u>	<u>6,959</u>	<u>7,055</u>	<u>7,182</u>

OPERATING REVENUES- TRADEPORT

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
FACILITIES	8,000	8,121	8,324	8,458	8,564
INTEREST INCOME					
	=	=	=	=	=
OTHER REVENUES					
ALL OTHER	300	247	110	84	84
	<u>8,300</u>	<u>8,368</u>	<u>8,434</u>	<u>8,542</u>	<u>8,648</u>

EXECUTIVE DIRECTOR

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	333	331	342	350	353
BUILDING AND FACILITIES	2	5	3	5	5
GENERAL ADMINISTRATION	25	30	23	28	23
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	1	-	-	-	-
MARKETING AND PROMOTION	101	202	202	202	202
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>462</u> (462)	<u>568</u> (568)	<u>570</u> (570)	<u>585</u> (585)	<u>583</u> (583)
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(462)	(568)	(570)	(585)	(583)

LEGAL

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	589	554	564	576	587
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	17	17	18	18	19
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	250	500	250	50	50
MARKETING AND PROMOTION	1	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>857</u>	<u>1,071</u>	<u>832</u>	<u>644</u>	<u>656</u>
OPERATING INCOME	(857)	(1,071)	(832)	(644)	(656)
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(857)	(1,071)	(832)	(644)	(656)

ENGINEERING

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	376	412	427	438	449
BUILDING AND FACILITIES	-	15	17	17	20
GENERAL ADMINISTRATION	12	14	14	14	14
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	4	4	4	4	4
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>392</u>	<u>445</u>	<u>462</u>	<u>473</u>	<u>487</u>
DEPRECIATION	(392)	(445)	(462)	(473)	(487)
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(392)	(445)	(462)	(473)	(487)

FINANCE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	463	430	445	457	469
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	59	81	83	84	85
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	110	110	120	110	110
MARKETING AND PROMOTION	3	3	3	3	3
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>635</u>	<u>624</u>	<u>651</u>	<u>654</u>	<u>667</u>
OPERATING INCOME	(635)	(624)	(651)	(654)	(667)
DEPRECIATION	33	32	31	30	30
INTEREST EXPENSE	21	16	10	5	-
INTEREST INCOME AND OTHER	3	3	3	3	2
NET OPERATING INCOME	(686)	(669)	(689)	(686)	(695)

MAINTENANCE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	1,413	997	1,055	1,097	1,166
BUILDING AND FACILITIES	47	48	49	50	51
GENERAL ADMINISTRATION	41	49	50	51	52
UTILITIES	-	1	1	1	1
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	2	2	2	2	2
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>1,503</u>	<u>1,097</u>	<u>1,157</u>	<u>1,201</u>	<u>1,272</u>
OPERATING INCOME	(1,503)	(1,097)	(1,157)	(1,201)	(1,272)
DEPRECIATION	42	39	39	35	34
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(1,545)	(1,038)	(1,196)	(1,236)	(1,306)

DIVISION OF PORTS AND HARBORS UNRESTRICTED FUNDS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>2,188</u>	<u>2,220</u>	<u>2,243</u>	<u>2,288</u>	<u>2,316</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	1,134	1,082	1,098	1,119	1,141
BUILDING AND FACILITIES	175	177	183	186	188
GENERAL ADMINISTRATION	136	130	133	138	140
UTILITIES	116	116	119	121	123
PROFESSIONAL SERVICES	23	26	23	26	24
MARKETING AND PROMOTION	1	2	2	2	2
OTHER OPERATING EXPENSES	588	588	588	602	602
OPERATING INCOME	<u>2,173</u>	<u>2,121</u>	<u>2,146</u>	<u>2,194</u>	<u>2,220</u>
DEPRECIATION	15	99	97	94	96
INTEREST EXPENSE	748	741	731	726	716
INTEREST INCOME AND OTHER	-	-	-	-	-
	1	1	1	1	1
NET OPERATING INCOME	<u>(732)</u>	<u>(641)</u>	<u>(633)</u>	<u>(631)</u>	<u>(619)</u>


OPERATING REVENUES UNRESTRICTED FUNDS

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
FACILITIES	674	691	692	694	697
FEE REVENUES					
PARKING	110	116	118	120	120
MOORING FEES	325	325	335	340	345
REGISTRATIONS	150	150	160	180	200
WHARFAGE AND DOCKAGE	210	214	214	214	214
	<u>795</u>	<u>805</u>	<u>827</u>	<u>854</u>	<u>880</u>
FUEL SALES					
	<u>625</u>	<u>625</u>	<u>625</u>	<u>640</u>	<u>640</u>
CONCESSION REVENUES					
	5	6	6	6	6
OTHER REVENUES					
ALL OTHER	<u>89</u>	<u>93</u>	<u>93</u>	<u>93</u>	<u>93</u>
	<u>2,188</u>	<u>2,220</u>	<u>2,243</u>	<u>2,288</u>	<u>2,316</u>

DIVISION OF PORTS AND HARBORS UNRESTRICTED FUNDS- NET CASH FLOW

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPENING FUND BALANCE	680	662	760	854	947
NET OPERATING INCOME	(732)	(641)	(633)	(631)	(619)
ADJUSTMENTS					
DEPRECIATION	748	741	731	726	716
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	16	100	98	95	97
CAPITAL ADDITIONS					
FAST LANE GRANT APPLICATION	12	-	-	-	-
FILE EXCHANGE SERVER	17	-	-	-	-
PORT SECURITY AND SOFTWARE	5	55	-	-	-
COMPUTER REPLACEMENTS	-	7	4	2	13
OTHER REVENUES	34	62	4	2	13
GRANT AWARDS	-	60	-	-	-
 NET CASH FLOW	(18)	98	94	93	84
CLOSING FUND BALANCE	662	760	854	947	1,031

DIVISION OF PORTS AND HARBORS HARBOR DREDGING

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>104</u>	<u>107</u>	<u>111</u>	<u>111</u>	<u>111</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	2	50	50	50	50
GENERAL ADMINISTRATION	4	-	6	-	5
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>6</u>	<u>50</u>	<u>56</u>	<u>50</u>	<u>55</u>
DEPRECIATION	98	57	55	61	56
INTEREST EXPENSE	65	65	62	62	60
INTEREST INCOME AND OTHER	-	-	-	-	-
INTEREST INCOME AND OTHER	1	1	1	1	1
NET OPERATING INCOME	<u>34</u>	<u>(7)</u>	<u>(6)</u>	<u>(1)</u>	<u>(3)</u>

OPERATING REVENUES HARBOR DREDGING

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
RENTAL OF FACILITIES					
FACILITIES	-	-	-	-	-
HANGARS	=	=	=	=	=
	=	=	=	=	=
FEE REVENUES					
FUEL FLOWAGE	9	9	9	9	9
PIER USAGE FEES	80	82	85	85	85
REGISTRATIONS	7	7	8	8	8
ALL OTHER	-	-	-	-	-
	<u>96</u>	<u>98</u>	<u>102</u>	<u>102</u>	<u>102</u>
OTHER REVENUES					
ALL OTHER	8	9	9	9	9
	<u>104</u>	<u>107</u>	<u>111</u>	<u>111</u>	<u>111</u>

DIVISION OF PORTS AND HARBORS HARBOR DREDGING- NET CASH FLOW

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPENING FUND BALANCE	474	543	576	607	643
NET OPERATING INCOME	34	(7)	(6)	(1)	(3)
ADJUSTMENTS					
DEPRECIATION	65	65	62	62	60
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	<u>99</u>	<u>58</u>	<u>56</u>	<u>61</u>	<u>57</u>
CAPITAL ADDITIONS					
BARKERS WHARF	(14)	-	-	-	-
FENDER PILES	(12)	-	-	-	-
OTHER MISCELLANEOUS	(4)	(25)	(25)	(25)	(25)
FUNDS TRANSFER	(30)	(25)	(25)	(25)	(25)
OTHER REVENUES					
	-	-	-	-	-
	-	-	-	-	-
	<u>69</u>	<u>33</u>	<u>31</u>	<u>36</u>	<u>32</u>
NET CASH FLOW					
	<u>543</u>	<u>576</u>	<u>607</u>	<u>643</u>	<u>675</u>
CLOSING FUND BALANCE					




DIVISION OF PORTS AND HARBORS FOREIGN TRADE ZONE

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	6	5	5	5	5
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	1	1	1	1	1
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	7	8	8	8	9
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	8	9	9	9	10
DEPRECIATION	(2)	(4)	(4)	(4)	(5)
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(2)	(4)	(4)	(4)	(5)

DIVISION OF PORTS AND HARBORS FOREIGN TRADE ZONE- NET CASH FLOW

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPENING FUND BALANCE	46	44	40	36	32
NET OPERATING INCOME	(2)	(4)	(4)	(4)	(5)
ADJUSTMENTS					
DEPRECIATION	-	-	-	-	-
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	(2)	(4)	(4)	(4)	(5)
CAPITAL ADDITIONS					
FUNDS TRANSFER	-	-	-	-	-
OTHER REVENUES					
	=	=	=	=	=
 NET CASH FLOW	(2)	(4)	(4)	(4)	(5)
CLOSING FUND BALANCE	<u>44</u>	<u>40</u>	<u>36</u>	<u>32</u>	<u>27</u>

DIVISION OF PORTS AND HARBORS

REVOLVING LOAN FUND

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPERATING REVENUES	<u>46</u>	<u>48</u>	<u>46</u>	<u>46</u>	<u>46</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	-	-	-	-	-
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	22	22	21	20	21
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>22</u>	<u>22</u>	<u>21</u>	<u>20</u>	<u>21</u>
DEPRECIATION	24	26	25	26	25
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>24</u>	<u>26</u>	<u>25</u>	<u>26</u>	<u>25</u>

DIVISION OF PORTS AND HARBORS REVOLVING LOAN FUND- NET CASH FLOW

\$ (000's)

	FY 2017 FORECAST	PROPOSED FY 2018 BUDGET	FY 2019 FORECAST	FY 2020 FORECAST	FY 2021 FORECAST
OPENING FUND BALANCE	78	116	152	242	288
NET OPERATING INCOME	24	26	25	26	25
ADJUSTMENTS					
DEPRECIATION	-	-	-	-	-
ACCOUNTS PAYABLE- NET	=	=	=	=	=
FUNDS PROVIDED BY OPERATIONS	<u>24</u>	<u>26</u>	<u>25</u>	<u>26</u>	<u>25</u>
LOAN ACTIVITY					
NEW LOANS	(130)	(150)	(100)	(150)	(100)
LOAN REPAYMENTS	144	160	165	170	170
FUNDS TRANSFER	14	10	65	20	70
NET CASH FLOW	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>
CLOSING FUND BALANCE	<u>116</u>	<u>152</u>	<u>242</u>	<u>288</u>	<u>383</u>

COMPOSITE BUDGET ANALYSIS

\$ (000's)

	FY 2017 BUDGET	FY 2017 FORECAST	FY 2017 BUDGET VARIANCE	PROPOSED FY 2018 BUDGET	BUDGET TO BUDGET VARIANCE
OPERATING REVENUES	<u>14,250</u>	<u>14,139</u>	<u>(111)</u>	<u>14,319</u>	<u>69</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	5,807	6,248	441	5,890	83
BUILDING AND FACILITIES	2,321	1,614	(707)	2,193	(128)
GENERAL ADMINISTRATION	722	630	(92)	665	(57)
UTILITIES	884	789	(95)	797	(87)
PROFESSIONAL SERVICES	223	433	210	681	458
MARKETING AND PROMOTION	348	185	(163)	295	(53)
OTHER OPERATING EXPENSES	1,171	1,010	(161)	1,021	(150)
OPERATING INCOME	<u>11,476</u>	<u>10,909</u>	<u>(567)</u>	<u>11,542</u>	<u>66</u>
DEPRECIATION	2,774	3,230	456	2,777	3
INTEREST EXPENSE	6,031	6,027	(4)	6,306	275
INTEREST INCOME AND OTHER	92	21	(71)	16	(76)
	(3)	(5)	(2)	(4)	(1)
NET OPERATING INCOME	<u>(3,346)</u>	<u>(2,813)</u>	<u>533</u>	<u>(3,541)</u>	<u>(195)</u>


MOTION


Director Lamson:

The Pease Development Authority Board of Directors hereby authorize the Executive Director to approve the request from Redhook Brewery to install split rail fencing as depicted in the attached diagram and in accordance with the memorandum from Maria J. Stowell, PE, Manager - Engineering, dated June 6, 2017 and attached hereto.

N:\RESOLVES\2017\RedHookFencing 0617.docx

MEMORANDUM

To: David R. Mullen, Executive Director 

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

Date: June 6, 2017

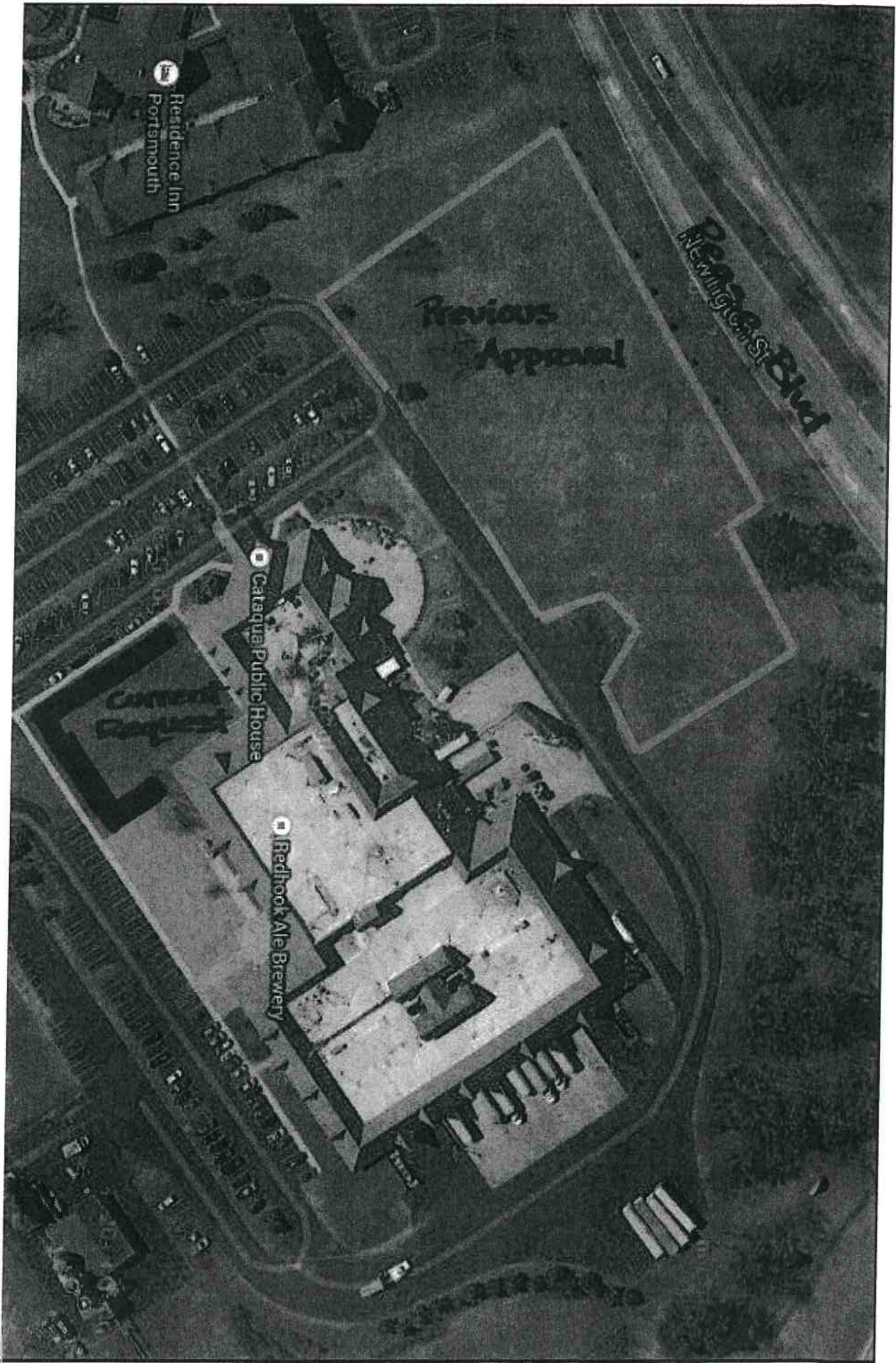
Subject: Event Area Fencing - 1 Redhook Way

In 2015 the Board approved a request from Redhook Brewery (Redhook) to install split rail fencing to enclose its lawn area between Pease Boulevard and the brewery. Fencing is needed whenever Redhook hosts an outdoor event so that the City of Portsmouth and the NH Liquor Commission can issue their permits of assembly.

Redhook is now requesting to add a second fenced in area as shown on the attachments. PDA staff recommends that you seek Board approval to allow fencing as requested. Currently, Redhook installs and then dismantles orange construction fence each time it holds an event. Besides being more convenient, permanent fencing would look better. The approval should be contingent upon the following stipulations:

1. Lawn under and around the fence continue to be maintained.
2. Redhook call DigSafe and procure a PDA dig permit before installation.

At the next board meeting, please ask the Board to approve the request by Redhook to install the split rail fencing as described.



MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorize the Executive Director to execute a Right of Entry with the City of Portsmouth Police Department for the purpose of conducting emergency vehicle operator's training courses at Portsmouth International Airport at Pease through December 31, 2017; all in accordance with the memorandum from Paul E. Brean, Airport Director, dated June 7, 2017, and attached hereto.

N:\RESOLVES\2017\ROE COP 0617.docx

Memorandum

To: David R. Mullen, Executive Director *DM*
From: Paul E. Brean, Airport Director *PAB*
Date: 6/7/2017
Subj: City of Portsmouth Police Department Right of Entry

The City of Portsmouth Police Department (COP) is requesting a Right of Entry to use a portion of the Portsmouth International Airport at Pease for the purpose of conducting an emergency vehicle operator's training course through December 31, 2017. COP is the Airport Law Enforcement Agency in our Airport Security Plan and serves as a mutual aid first responder to the airport. All training classes will be coordinated with Airport Operations and contained to the non-movement area of the airport.

I request that you seek Board of Directors approval at the June 15, 2017 meeting to approve the Right of Entry for the use of Portsmouth International Airport at Pease for the emergency vehicle operator's training. Attached is a copy of the Right of Entry.

Please do not hesitate to contact me with any questions.

May 30, 2017

Chief David Mara
Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801

**Re: Right of Entry - North Apron
Pease International Tradeport, Portsmouth, NH**

Dear Chief Mara:

This Right of Entry will authorize the City of Portsmouth Police Department (“COPPD”) to enter upon a portion of the above referenced Premises (see Exhibit A) for the purpose of conducting, at its sole risk, an emergency vehicle operator’s training course and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall be valid through December 31, 2017 provided that COPPD has completed the Airport Security Identification Display Area (“SIDA”) requirements as outlined in Paragraph 6. This Right of Entry shall terminate at midnight on December 31, 2017 (the “Term”).

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.

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

2. COPPD understands and acknowledges that for each specific period of use requested during the Term, COPPD shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises. Authorization to use the Premises shall be granted on a “first come first served” basis.

COPPD understands and agrees that it will not enter the premises or conduct emergency vehicle training during the Term of this Right of Entry without the express prior approval of PDA.

3. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the

Chief David Mara
Portsmouth Police Department
May 30, 2017
Page 2

COPPD's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

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

5. COPPD, expressly waives all claims against PDA for any such loss, damage, bodily injury or death caused by or occurring as a consequence of COPPD's possession and/or use of the Premises or the conduct of activities or the performance of responsibilities by it under this Right of Entry.

6. Notwithstanding the preceding provisions of set forth in Sections 4 and 5, COPPD shall be under no obligation to PDA in respect to such matters described above in existence prior to the effective date of this ROE or caused by the negligence of PDA, its officers, agents or employees.

7. COPPD and any agent or contractor of COPPD providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured, automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and evidence of workers compensation coverage to statutory limits.

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

Chief David Mara
Portsmouth Police Department
May 30, 2017
Page 3

provision that any liability coverage required to be carried by COPPD shall be primary and non-contributing with respect to any liability coverage carried by the Pease Development Authority.

8. COPPD covenants and agrees that at no time during the use of the North Apron shall any training be performed within 200 feet of the area utilized by the National Guard.

9. COPPD hereby acknowledges that vehicles transiting Flight Line Road from Gate 13 and proceeding to the North Ramp shall pass through property under the control of the New Hampshire Air National Guard ("NHANG Cantonment Area"). The COPPD hereby acknowledges and agrees for itself, its contractors, agents, servants and invitees that vehicle trips through the NHANG Cantonment Area shall be as limited in number as is reasonably possible, shall observe the 15 MPH speed limit, and shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

10. The North Apron is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the COPPD will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the COPPD to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the North Apron, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of the COPPD will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the COPPD to the terms of this Right of Entry and return the same to me in advance of commencement of the term.

Sincerely,




David R. Mullen
Executive Director

Chief David Mara
Portsmouth Police Department
May 30, 2017
Page 4

Agreed and accepted this 31st day of May, 2017

Portsmouth Police Department

By: 
Duly Authorized

cc: Mark H. Gardner, Deputy General Counsel

P:\ROE\COPICOPPDROE 2017.docx

EXHIBIT A
PREMISES



Right of Entry Exhibit

DESIGNED BY: MRM

DATE: 5/31/17

SCALE: 1"=600'

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Summit Land Development, LLC for the premises located at 160 Corporate Drive, Portsmouth, New Hampshire; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated June 8, 2017, attached hereto.

N:\RESOLVES\Resolves\Concept Plan-Summit 0617.docx

MEMORANDUM

To: Dave Mullen, Executive Director 

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

Date: June 8, 2017

Re: Proposed Development at 160 Corporate Drive

Summit Land Development, LLC is proposing to develop land at 160 Corporate Drive. The proposed project involves the construction of a 97,700 square foot building including 15,000 square feet of office space on two floors and 82,700 square feet of manufacturing and warehouse space. In addition, the project includes the construction of associated site improvements such as parking, landscaping, loading area and utilities (see attached site concept plan and building elevations). The lot is 8.67 acres, has already been subdivided, and is located in the Airport Business Commercial Zone. The building will be constructed in two phases. The first phase includes all the office space and 26,800 square feet of manufacturing/warehouse space. The remaining 55,900 square feet of manufacturing/warehouse space will be constructed in phase 2.

The proposed project will impact the 100' wetland buffer for Hodgson Brook. However, the brook lies across the street and is physically separated from the site by Corporate Drive. Due to the brook's location on the opposite side of Corporate Drive, staff does not believe there will be negative effects to the brook due to the proposed construction. However, a Conditional Use Permit will be required which will be administered by the City of Portsmouth.

At the June 15 Board of Directors meeting please request concept approval for the proposed development. This will allow the applicant to proceed through the City process including review by the Technical Advisory Committee on July 5, Conservation Commission on July 12 and the Planning Board on July 20.

N:\ENGINEER\Board Memos\2017\160 Corporate Concept.doc

- NOTES:**
1. REFER TO PWD CD FOR NOTES, AMENDATIONS AND LEGEND.
 2. REFER TO DWG 03-C18 FOR CONSTRUCTION DETAILS.
 3. ALL SITE WORK SHALL BE COMPLETED WITHIN THE PHASE 1 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 1 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 1.
 4. ALL CHANGING SHALL BE VERTICAL, GRANTING WITH THE EXCEPTION OF THE TWO 25' ENTRANCE RADIUS AT THE ENTRANCE DRIVE WHERE THE CURB SHALL BE SLOPED TO THE EXISTING GRADE.
 5. THE LOCATION OF PROPOSED BUILDING CONTRACTS ARE APPROXIMATE AND SHALL BE CORROBORATED WITH THE ARCHITECTURAL PLANS.
 6. BUILDING SHALL BE CONSTRUCTED TO THE PROPOSED GRADE.
 7. THE PROPOSED RETAINING WALLS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER AND SUBMITTED TO PDA FOR REVIEW.



CONTRACTOR'S WORK

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 1 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 1 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 1.

PHASE 1

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 1 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 1 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 1.

PHASE 2

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 2 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 2 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 2.

PHASE 3

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 3 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 3 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 3.

PHASE 4

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 4 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 4 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 4.

PHASE 5

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 5 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 5 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 5.

PHASE 6

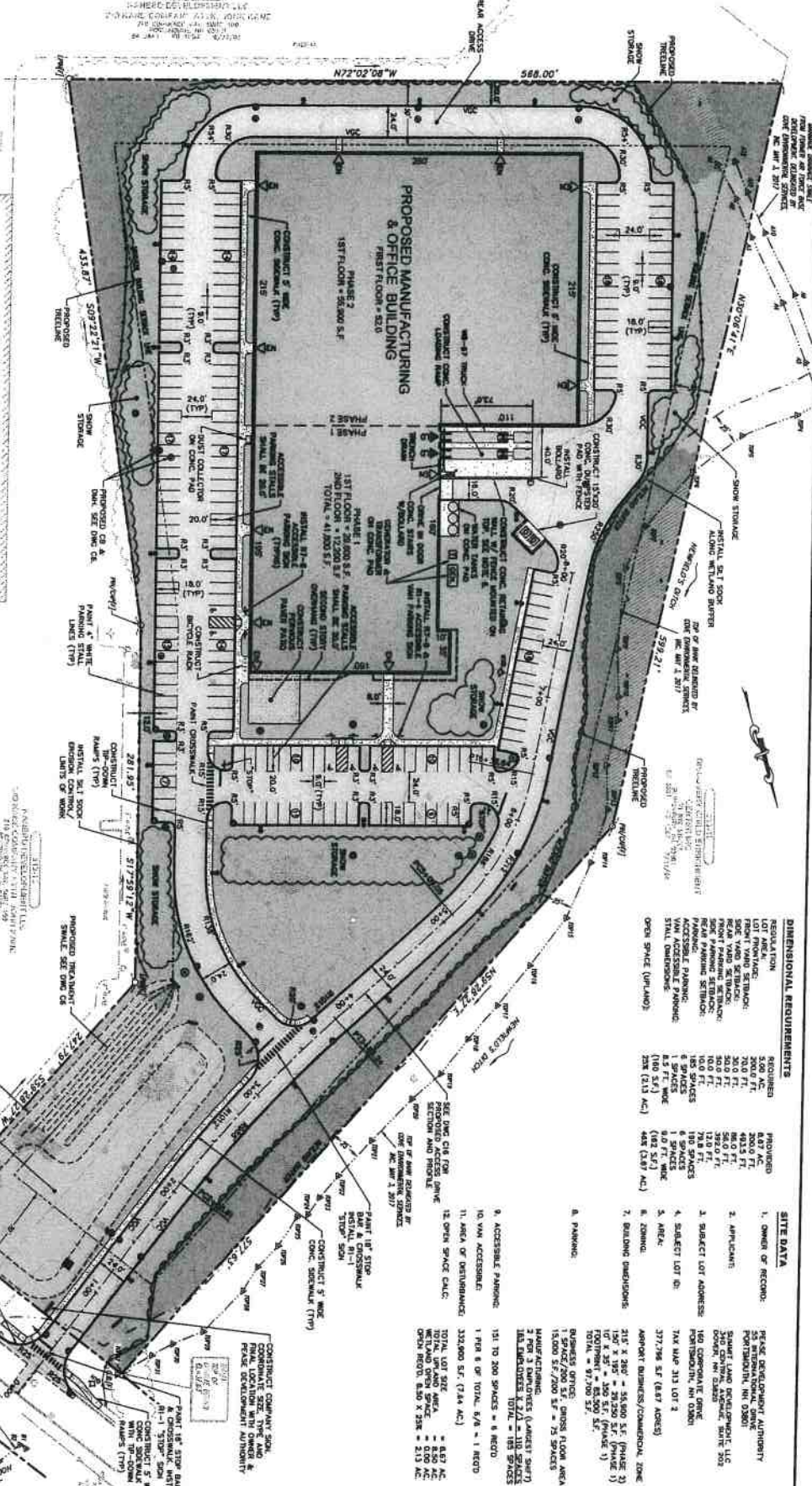
CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 6 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 6 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 6.

PHASE 7

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 7 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 7 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 7.

PHASE 8

CONTRACTOR'S WORK SHALL BE COMPLETED WITHIN THE PHASE 8 CONSTRUCTION OF THE BUILDING. THE BUILDING PLAN FOR PHASE 8 SHALL BE SUBMITTED TO THE BOARD AND APPROVED AT THE COMPLETION OF PHASE 8.



DIMENSIONAL REQUIREMENTS

REQUIREMENT	REQUIRED	PROVIDED
1. OWNER OF RECORD:	2000 FT.	2000 FT.
2. APPLICABLE:	4835 FT.	4835 FT.
3. SUBJECT LOT ADDRESS:	56.0 FT.	56.0 FT.
4. SUBJECT LOT ID:	10.0 FT.	10.0 FT.
5. DRIVE:	18.0 FT.	18.0 FT.
6. ZONING:	1. SPACES	1. SPACES
7. BUILDING DIMENSIONS:	160 FT. WIDE	160 FT. WIDE
8. ZONING:	488' (213 AC)	488' (213 AC)

SITE DATA

1. OWNER OF RECORD:	2000 FT.	2000 FT.
2. APPLICABLE:	4835 FT.	4835 FT.
3. SUBJECT LOT ADDRESS:	56.0 FT.	56.0 FT.
4. SUBJECT LOT ID:	10.0 FT.	10.0 FT.
5. DRIVE:	18.0 FT.	18.0 FT.
6. ZONING:	1. SPACES	1. SPACES
7. BUILDING DIMENSIONS:	160 FT. WIDE	160 FT. WIDE
8. ZONING:	488' (213 AC)	488' (213 AC)

CONTRACTOR'S WORK

1. FOR 1. OR TOTAL 5/8" = 1" RECD	132,000 S.F. (3.04 AC)
2. TOTAL LOT SIZE	6.67 AC
3. TOTAL OPEN SPACE	6.00 AC
4. TOTAL OPEN SPACE	6.00 AC
5. OPEN RECD. 150' X 250' = 213 AC	213 AC

CONTRACTOR'S WORK

1. FOR 1. OR TOTAL 5/8" = 1" RECD	132,000 S.F. (3.04 AC)
2. TOTAL LOT SIZE	6.67 AC
3. TOTAL OPEN SPACE	6.00 AC
4. TOTAL OPEN SPACE	6.00 AC
5. OPEN RECD. 150' X 250' = 213 AC	213 AC

C5

SITE PLAN

PROJECT NO. 2017-018

CLIENT: SUMMIT LAND DEVELOPMENT, LLC
340 CENTRAL AVENUE, SUITE 202
DOVER, NH 03820

PROJECT: PROPOSED MANUFACTURING & OFFICE BUILDING
160 CORPORATE DRIVE
PORTSMOUTH, NH

Hoyle, Tanner & Associates, Inc.

100 International Dr., #300, Portsmouth, NH 03801
Tel: (603) 431-2500 Fax: (603) 431-1111
www.hoyletanner.com

SCALE: AS SHOWN DATE: MARCH 28, 2017

DESIGNED BY: SMT DRAWN BY: SMT CHECKED BY: WRD

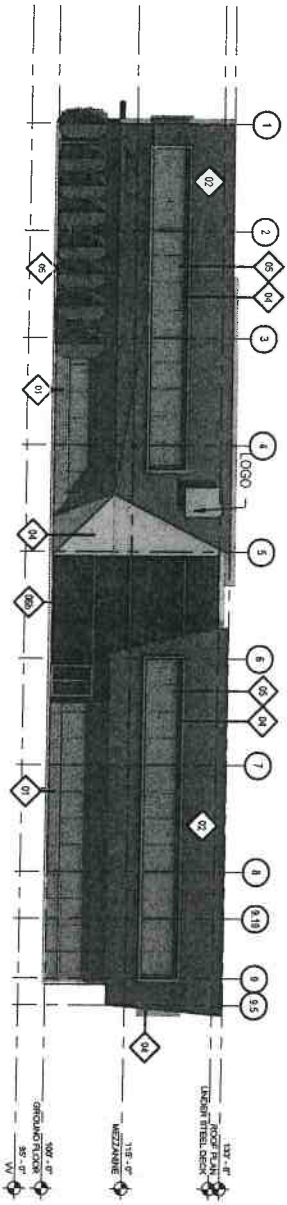
THIS DOCUMENT IS PREPARED AS AN INSTRUMENT OF SERVICE AND SHALL BECOME THE PROPERTY OF THE CLIENT. IT IS TO BE USED ONLY FOR THE PROJECT, WITHOUT THE WRITTEN PERMISSION OF HOYLE, TANNER & ASSOCIATES, INC.

REV.	DESCRIPTION	DATE
1	ISSUED FOR COORDINATION	03/28/17
2	ISSUED FOR PDA REVIEW	04/03/17
3	MISCELLANEOUS REVISIONS	05/06/17
4	100% PLANS, ISSUED FOR PDA REVIEW	06/02/17
5	ISSUED FOR PDA BOARD APPROVAL	06/06/17

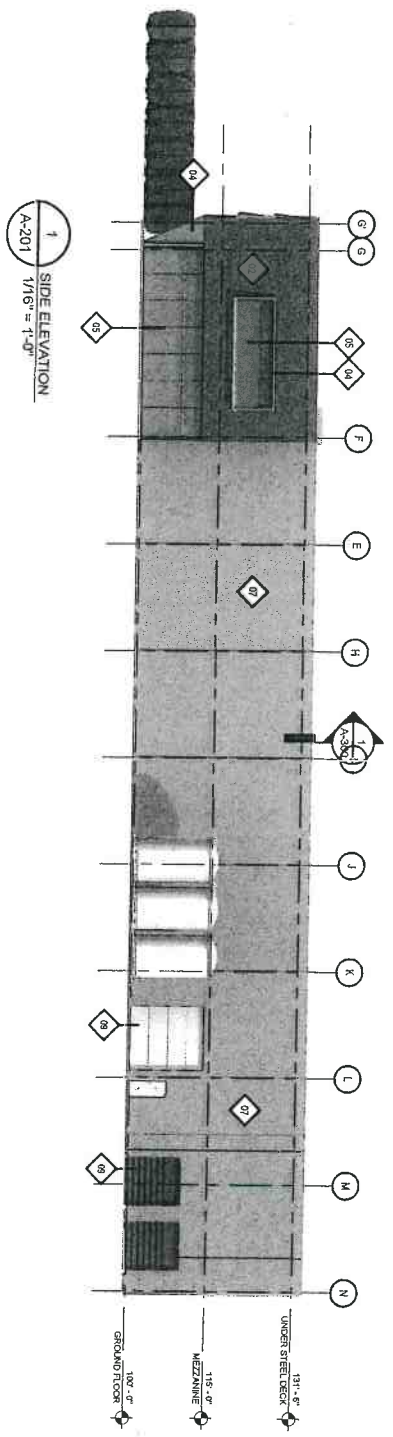
OWNER

EXTERIOR FINISHES AND ELEMENTS

- 01. ARCHITECTURAL CONCRETE BLOCK
COLOUR - GREY
- 02. ALUMINUM PANELS
COLOUR - BLACK
- 03. ALUMINUM PANEL PROJECTIONS AT
FRONT EDGE OF PERGES
COLOUR - CORONAITE GREEN
- 04. MIRROR FIN INSULATED PANEL &
COLOUR - CORPORATE GREEN
- 05. CLEAR ANODIZED ALUMINUM WINDOW
SECTIONS WITH SPANDREL PANELS
EXTERIOR PAINTED MAT BLACK
CLEAR INSULATING GLASS UNIT
- 06. CLEAR ANODIZED ALUMINUM
CURTAIN WALL WITH SPANDREL
PANELS WHERE REQUIRED
HORIZONTAL SILICONE JOINTS
HORIZONTAL PRESSURE CAPS
CLEAR BLACK MAT
CLEAR ANODIZED ALUMINUM
CURTAIN WALL (WITH SPANDREL
PANELS WHERE REQUIRED)
VERTICAL SILICONE JOINTS
HORIZONTAL PRESSURE CAPS
CORPORATE GREEN GLAZING
(DOORS ALSO)
- 07. INSULATED STEEL OVERHEAD
ROLLING DOORS
- 08. ROOFING - ANODIZED BITUMEN
FLOOR CONCRETE OVER RIGID
INSULATED STEEL SHEETING
ALUMINUM CANOPY
- 09. SKYLIGHT
- 10. SCREENING FOR ROOF TOP UNITS
HAS BEEN OMITTED.



2 FRONT ELEVATION
1/16" = 1'-0"



1 SIDE ELEVATION
1/16" = 1'-0"

PHASE 1 ELEVATIONS



AVID ENGINEERS

Boston INDUSTRIAL

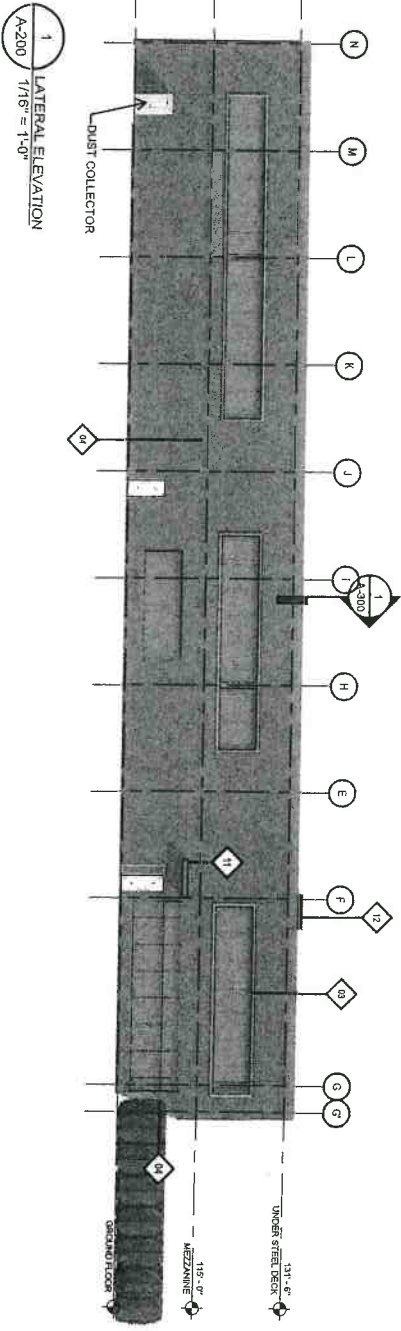
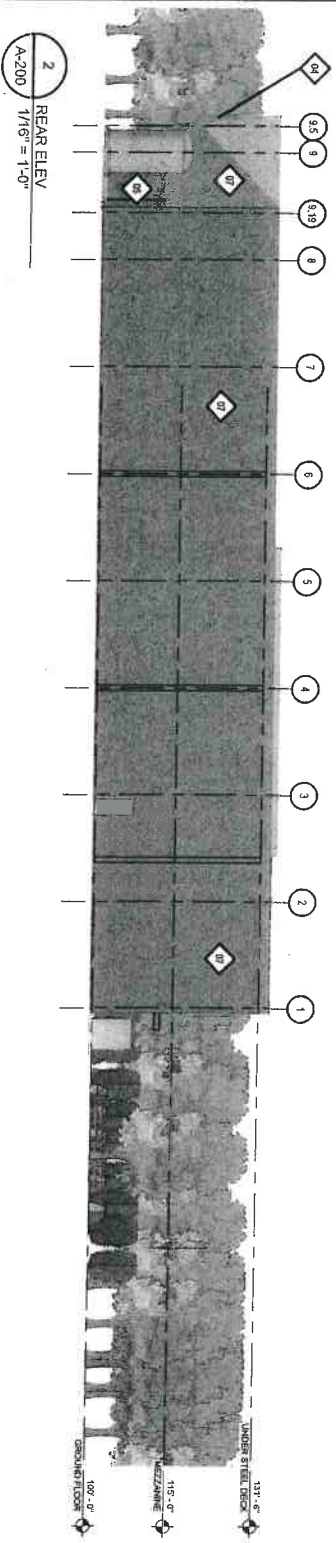
Architect: ROTHMAN

PROJECT GRADUATE

PHASE 1 ELEVATIONS

EXTERIOR FINISHES AND ELEMENTS

- ◊01 ARCHITECTURAL CONCRETE BLOCK
COLOUR - GREY
- ◊02 ALUMINUM PANELS
COLOUR - BLACK
- ◊03 ALUMINUM PANEL PROJECTIONS AT PERIMETER OF OPENINGS
COLOUR - CORPORATE GREEN
MICRO RIB INSULATED PANEL & SOFFIT
- ◊04 ALUMINUM PANEL PROJECTIONS AT PERIMETER OF OPENINGS
COLOUR - CORPORATE GREEN
MICRO RIB INSULATED PANEL & SOFFIT
- ◊05 ALUMINUM PANEL PROJECTIONS AT PERIMETER OF OPENINGS
COLOUR - CORPORATE GREEN
MICRO RIB INSULATED PANEL & SOFFIT
- ◊06 CLEAR ANODIZED ALUMINUM CURTAIN WALL (WITH SPANDREL PANELS WHERE REQUIRED)
HORIZONTAL PRESSURE CAPS
PAINTED BLACK MAT
CLEAR GLASS
- ◊07 PAINTED ANODIZED ALUMINUM CURTAIN WALL (WITH SPANDREL PANELS WHERE REQUIRED)
HORIZONTAL PRESSURE CAPS
PAINTED BLACK MAT
CORPORATE GREEN GLAZING (COLOUR ALSO)
- ◊08 INSULATED STEEL OVERHEAD ROLLING DOORS
- ◊09 ROOFING - MODIFIED BITUMEN ROOFING ON INSULATED INSULATION OVER RIGID CORRUGATED STEEL SHEETING ALUMINUM CANOPY
- ◊10 SKYLIGHT
- ◊11 PAINTED INSULATED STEEL DOOR
COLOUR - BLACK
- ◊12 SCREENING FOR ROOF TOP UNITS
HAS BEEN OMITTED



PHASE 1 ELEVATIONS

**NOT FOR
CONSTRUCTION**

AVID ENGINEERS

Boston INDUSTRIAL

Rubins & Rothman ARCHITECTS

PROJECT GRADUATE
NEW HAMPSHIRE

BUILDING ELEVATIONS (REAR & SIDE)

Scale: As Indicated

01/09/12

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DRM*
RE: Contract Reports
DATE: June 15, 2017

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

1. Project Name: Stanley Elevator Company, Inc.
PDA Obligation: \$6,341.00
Board Authority: Vice-Chairman Loughlin
Summary: For the repair of the elevator at the Air Traffic Control Tower at the Portsmouth International Airport at Pease

2. Project Name: Daystar, Inc.
PDA Obligation: \$5,296.00
Board Authority: Vice-Chairman Loughlin
Summary: For the SQL Server Update

3. Project Name: Tri State Fire Protection, LLC
PDA Obligation: \$450.00
Board Authority: Treasurer Allard
Summary: For semiannual inspection of the kitchen suppression system at the Golf Course at Pease

4. Project Name: GZA GeoEnvironmental, Inc.
PDA Obligation: \$4,025.00
Board Authority: Vice-Chairman Loughlin
Summary: For 2017 mitigation monitoring services of the Newfields Ditch Buffer Enhancement Area

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs," PDA entered into the following contract:

1. Project Name: Ricci Construction Company, Inc.
PDA Obligation: \$46,000.00
Board Authority: Treasurer Allard
Summary: For the emergency repair of the Quonset Hut roofs

P:\BOARDMTG\2017\Contractrpt 0617.docx

May 11, 2017

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

Proposal No.: 6471
Account No.: 4116
State No.: NHE-3028

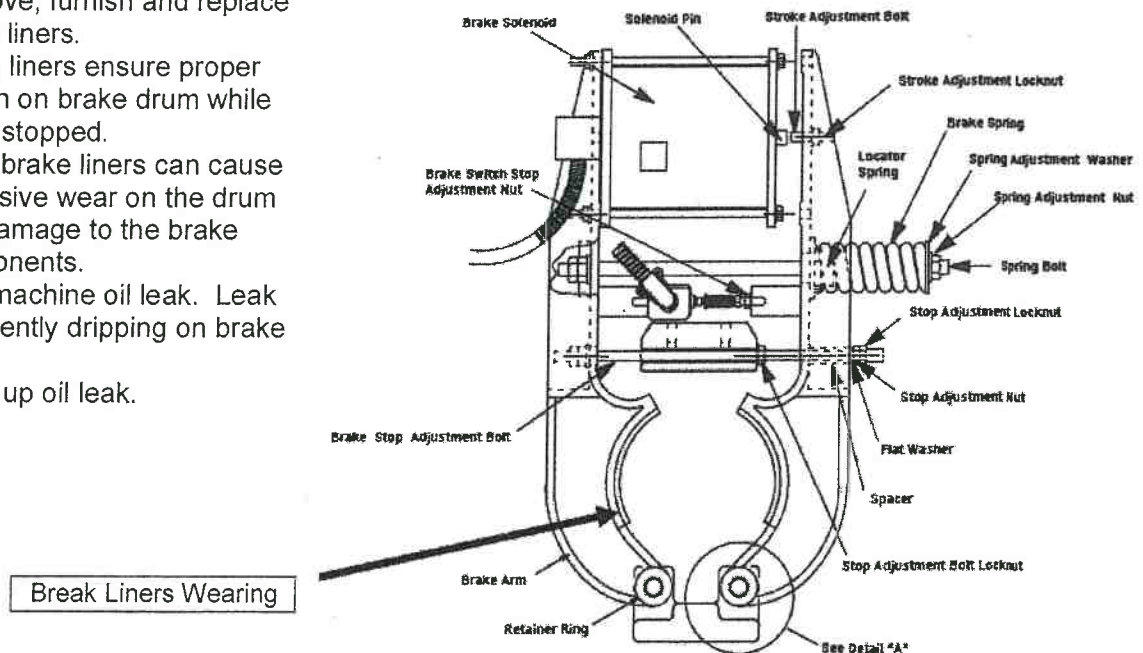
Attention: Mark Garder

Re: Pease Development Authority - Air Traffic Control - Reline Brakes and Machine Leaks

Stanley Elevator Company, Inc. offers you our proposal to complete the following work for the sum of **Six Thousand Three Hundred Forty-One and 00/100 Dollars (\$6,341.00)**.

Stanley Elevator shall furnish the necessary labor and materials required to:

1. Remove, furnish and replace brake liners.
2. Brake liners ensure proper friction on brake drum while car is stopped.
3. Worn brake liners can cause excessive wear on the drum and damage to the brake components.
4. Stop machine oil leak. Leak is currently dripping on brake liners.
5. Clean up oil leak.



The price of this work as detailed herein shall be payable net thirty (30) days; upon presentation of invoice.

All work is based on normal working hours of the elevator trade and no overtime hours are considered.

No other work except as itemized above is intended or implied. A returned copy of this proposal and/or your purchase order properly signed and dated will be our authorization to order appropriate materials.

We need the following information to properly notify you of our anticipated work schedule.

Contact Name Paul E. Breen Telephone 603-531-2114
E-mail p.breen@peasdev.org

*** Please direct any questions or areas of concern to the undersigned ***

Subject to Agreement for Elevator Inspections & Maintenance Services/ PDA

This proposal and acceptance when signed by the Customer and approved by an authorized representative of the Company, including the terms and conditions set forth in detail on the last page hereof, which terms and conditions are incorporated herein and expressly made a part hereof, constitutes the entire agreement between the parties. There are no representations or agreements, written or verbal between the parties other than those contained herein. This Agreement is not binding upon Stanley Elevator Company, Inc. until approved by one of its authorized representatives.

Peace Development Authority
Customers Company/Organization Name

Stanley Elevator Company, Inc

BY: [Signature]
Authorized Customer Signature

BY: Michael P. Sugrue
Michael Sugrue
msugrue@stanleyelevator.com

BY: David R. Mullen Executive Director
Printed Name Title

APPROVED for Stanley Elevator Company, Inc.:

BY: _____

Date 5/12/17

Date _____



TERMS AND CONDITIONS

Tax Payments

In addition to the amount set forth herein, the Customer agrees to pay any tax based upon the transfer, use, ownership or possession of the Elevator or accessory equipment, whether such tax is imposed by existing law or take effect during the terms of this proposal and acceptance

Company Performance And Overtime

The Company will do all work on the Elevator in a good and workmanlike manner and will perform it during its regular working hours of regular working days unless otherwise agreed to in writing; In the absence of such an agreement, all work done at overtime at the Customer's request shall be billed to the Customer at the overtime rate then and there existing.

Exclusive Control

The Company shall not be responsible for any damage, malfunction, or failure of any of the component parts of the Elevator or accessory equipment as a result of the repair work done under this agreement unless such parts or service shall have been supplied exclusively by the Company.

Safe Place

It is understood that the workman of the Company shall be given a safe place in which to work. The Company reserves the right to discontinue all work in the building whenever, in its opinion, this provision is violated.

Title to Repair Part

The machinery, implements and apparatus furnished under this proposal and acceptance shall remain personal property, and the Company shall retain title thereto until final payment is made. The Company further retains the right to retake possession of the same or any part thereof at the cost of the customer if default is made in any of the payments, without regard to the manner of attachment to the realty, the acceptance of notes or the sale, mortgage or lease of the premises, It shall be the duty of the Customer to inform any party in interest of this provision.

Payments

Payments shall be made as follows: net cash within 30 days on completion if the work is completed within a thirty-day period. If the work is not completed within a thirty-day ninety-five percent of the value of the materials delivered to the job site plus the labor performed, either at the Company proper or at the building, as invoiced; the remaining five percent becomes due when the work is completed. The Company reserves the right to discontinue work under this proposal and acceptance at any time until payments have been made as agreed and the Company has assurance satisfactory to it that the subsequent payments will be made as they fall due.

Salvage

All salvage material becomes the property of the Company on its removal from its existing place.

Accident Responsibility

The Company assumes no liability for injuries or damage to persons or property except those caused by its negligent acts or omissions. This proposal and acceptance shall not serve to relieve the Customer of his or its liability for any injuries or damages to persons or property in, on or about the Elevator. The Company shall not be liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, act of God, or by any cause beyond its reasonable control, and in any event shall not be liable for consequential damages.

Acceptance

This proposal is submitted for acceptance within thirty days from date noted on page 1 and thereafter subject to change without notice.

Recovery

In the event Stanley retains a third party to enforce, construe or defend any of the terms and conditions of this Agreement or to collect monies due hereunder, either with or without litigation, the Customer agrees to pay all collection costs and/or attorney's fees incurred by Stanley Elevator Company, Inc.



Prepared for:

Pease Development Authority

Prepared by:

Cynthia Bowden

New SQL VM

Quote # 003396 | Version 1



www.daystarinc.com

P: (603) 766-5924
E: cbowden@daystarinc.com

Hardware

Item	Description	Price	Qty	Ext. Price
	New SQL Server VM	\$5,296.00	1	\$5,296.00
	Microsoft SQL Server 2016 Standard - License - 1 Server		1	
	Microsoft SQL Server 2016 - 1 User CAL		12	
	Build new VM SQL Server		1	
Subtotal				\$5,296.00

New SQL VM

Prepared for:

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Jessica Patterson
j.patterson@peasedev.org
(603) 433-6088

Prepared by:



HQ (Newington, NH)
Cynthia Bowden
(603) 766-5924 ext 113
Fax (603) 766-5925
cbowden@daystarinc.com

Quote Information:

Quote #: 003396
Version: 1
Delivery Date: 05/23/2017
Expiration Date: 06/22/2017

Quote Summary

Description	Amount
Hardware	\$5,296.00
Total	\$5,296.00

Signature _____

Date _____



PROPOSAL AND CONTRACT

Page 1 of 3

www.getfireprotection.com www.getductclean.com

Contract #: TAG051791	Sales Rep: Terry Gregorio	Date: 05-24-2017
Customer Contact: Dane Kirkwood 603-969-1829 Dckirk57@yahoo.com	Invoice To: Pease Development Authority 7 Lee St. Portsmouth, NH 03801	Job Site: Pease Golf Course 200 Grafton Rd. Portsmouth, NH 03801

DEPOSIT: \$ _____	PAYMENT TERMS:	<input checked="" type="checkbox"/> Net Terms
BALANCE DUE: See Below		<input type="checkbox"/> Fixed Price \$ _____ <input type="checkbox"/> Time & Material
CREDIT CARD INFO:		
Name: _____	Card Type/#: _____	
Address: _____	Security Code: _____	
City/State/Zip: _____	Expiration: _____	

Tri State Fire Protection, LLC, for and in consideration of the prices set forth herein, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK:

Tri State Fire Protection will perform the semiannual inspection of the kitchen suppression system. This inspection is due now and should be scheduled as soon as possible. The system is a PCL-600. The cost to perform this inspection will be \$225.00 per visit.

This is our "all inclusive" price. This means that the fusible links and nozzle covers will be replaced during the inspection at no additional charge.

IMPORTANT NOTICE TO CUSTOMER

This agreement consists of THIS AGREEMENT PAGE AND TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. By signing below, Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by this agreement including the Terms & Conditions on the back side. Neither party shall be bound by any statements or representation not contained in this agreement.

ACCEPTED BY:

[Signature]

5-30-17

AUTHORIZED CUSTOMER SIGNATURE

EFFECTIVE DATE

DAVID MULLAN Executive Director

[Signature]

PRINT NAME/TITLE OF PERSON SIGNING

TRI STATE FIRE PROTECTION, LLC, SIGNATURE

* This Agreement is expressly subject to the Contract Addendum Form of Pease Development Authority, an agency of the State of New Hampshire.

GENERAL PROVISIONS

The Proposal and Contract and applicable scope of service pages, these General Terms and Conditions, any Operational Terms and Conditions, and any applicable Special Terms and Conditions (collectively the "Agreement"), are intended by Tri State Fire Protection, LLC ("Tri State") and CUSTOMER as a final and exclusive expression of their agreement respecting the products and services to be provided. This Agreement supersedes any prior written or oral agreements between Tri State and CUSTOMER. Tri State is not bound by any provisions, printed or otherwise, at variance with this Agreement that may appear on any acknowledgement, purchase order or other form used by CUSTOMER, such provisions being expressly rejected. Any additional work at any location performed for CUSTOMER by Tri State will be included in subsequent invoices and shall be governed by this Agreement. No waiver or modification of any terms of this Agreement shall be binding on Tri State unless made in writing and signed by an officer of Tri State. If any provision of this Agreement is held by any court to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

Tri State will service one or more system(s) or equipment including hardware and/or software as described on front page or in the listed attachments ("Covered System(s)"). CUSTOMER shall promptly notify Tri State of any malfunction in the Covered System(s) which comes to CUSTOMER'S attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the date of the Agreement. If, upon initial inspection, Tri State determines that repairs are necessary, repair charges will be submitted for approval prior to any work. If Customer elects to not make the necessary repairs and incur such charges there for, Tri State shall be relieved from any and all liability arising there from. All work will be performed unscheduled unless otherwise required or specified in the month due for service. If labor and parts coverage has been selected, this coverage will not begin until after a full evaluation & first inspection. It is expected that Tri State will be providing this coverage on a fully operational system without any defects. If defects or deficiencies are identified during first inspection, labor & parts coverage will not apply until these defects or deficiencies have been resolved.

PRICING

The price for work to be performed under this Agreement is on a time and material, fixed price or unit price basis and shall be based upon the prevailing Tri State prices for material, labor, and related items, in effect at the time supplied under this Agreement. Unit counts indicated are estimates; invoices will reflect actual work done. A hazardous material handling fee, service call, truck or fuel charge may be added due to associated transportation costs.

ALTERATION OF TERMS

Tri State may alter the terms of this Agreement (including pricing) if not executed within 30 days of the date of this proposal.

PAYMENT

Unless otherwise agreed in writing between the parties, CUSTOMER shall pay Tri State per the terms noted (but not more than thirty days) on this Proposal and Contract (the "Contract"). If Tri State is requested by CUSTOMER to perform additional work beyond the scope of work set forth in the Contract, CUSTOMER shall pay Tri State per the terms noted from the date of the invoice or the date of completion of the work, whichever is earlier. CUSTOMER agrees to pay all taxes, permits, and other charges. If CUSTOMER fails to make any payment when due, Tri State shall have the right, at its sole discretion, to stop performing any Services and/or withhold delivery of materials until the account is current. CUSTOMER agrees to pay all costs of collection, including without limitation costs, fees and attorney fees. CUSTOMER'S failure to make payment when due is a material breach of this Agreement. Amounts unpaid for 30 days or more shall bear interest at the rate of 1.5% per month.

TERM; AUTOMATIC RENEWAL

The term of this Agreement shall be as specified in the Contract (if none specified, term shall be one year from the date on the front side) and this Agreement shall automatically renew, with the exception of one-time service & repair work, at the then current pricing for successive one year term(s), unless either party exercises its right to terminate this Agreement, with or without cause, by giving sixty (60) days advance written notice of the expiration date.

SYSTEM EQUIPMENT; SECURITY

The purchase of equipment, materials or peripheral devices from Tri State shall be subject to the terms of this Agreement, notwithstanding any different terms in CUSTOMER'S purchase order. Customer hereby grants Tri State a security interest in all such equipment, materials or peripheral devices to secure Customer's obligations and authorizes Tri State to file a financing statement to perfect its security interest hereunder.

HAZARDOUS MATERIALS

CUSTOMER represents that, except to the extent that Tri State has been given written notice of the following hazards prior to the execution of this Agreement, to the best of CUSTOMER'S knowledge there is no (i) "permit confined space," as defined by OSHA; (ii) risk of infectious disease; (iii) need for air monitoring, respiratory protection, or other medical risk; or asbestos containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to

be performed under this Agreement. All of the foregoing are hereinafter referred to as "hazardous conditions". If hazardous conditions are encountered by Tri State during the course of Tri State's work, Tri State shall have no obligation to further perform in the area where the hazardous condition exists until the area has been made safe by CUSTOMER, and CUSTOMER shall pay disruption expenses and re-mobilization expenses as determined by Tri State. CUSTOMER shall indemnify and hold Tri State harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, attorneys' fees and/or expert costs incurred in connection with any such event, regardless of whether CUSTOMER notifies Tri State of the existence of said hazardous conditions. Tri State shall not be responsible for the removal and/or disposal of any hazardous materials.

LIMITED WARRANTY & DISCLAIMER

Tri State warrants that the Products furnished hereunder will be free from defects in materials and workmanship for a period of ninety (90) days from the date of furnishing. Tri State warrants that services will be performed in accordance with generally accepted standards in the field. Products or services not in conformance with the above warranty shall be repaired, replaced, re-performed or subject to refund, at Tri State's election, as Customer's sole remedy. Notwithstanding the foregoing, where Tri State provides products manufactured by a third party, Tri State will warrant such products or equipment only to the extent warranted by such third party. Except as expressly set forth herein, Tri State disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the services performed or the products or equipment supported hereunder

LIMITATIONS ON LIABILITY & REMEDIES

CUSTOMER AGREES THAT TRI STATE, OR ANY OF ITS MANAGERS, MEMBERS, OFFICERS, EMPLOYEES OR AFFILIATES (COLLECTIVELY, THE "TRI STATE PARTIES"), LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE, OR WHERE THE TIME AND MATERIAL TERM IS SELECTED, CUSTOMER'S ANNUAL TIME AND MATERIALS PAYMENT TO TRI STATE. FOR MULTIPLE SITES COVERED BY THIS AGREEMENT, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE AGREEMENT PRICE ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

CUSTOMER FURTHER AGREES TRI STATE PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR FAILURE OF THE COVERED SYSTEM(S). IN NO EVENT, SHALL ANY TRI STATE PARTY BE LIABLE FOR ANY CLAIMS ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, OR MOVEMENT OF THE COVERED SYSTEM(S) OR ANY PARTS BY CUSTOMER OR ANY THIRD PARTY.

INSURANCE

CUSTOMER has selected the service level it desires after considering and balancing various levels of protections afforded, and their related costs. It is understood and agreed by CUSTOMER that Tri State is not an insurer and that insurance covering personal injury and property damage on CUSTOMER'S premises shall be obtained by CUSTOMER; that CUSTOMER agrees to look exclusively to CUSTOMER'S insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to Tri State hereunder are based upon the value of the services and the scope of liability set forth herein; that Tri State is not guaranteeing that no loss will occur; and CUSTOMER agrees that Tri State is not responsible for any losses which may occur. CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge Tri State from and against all hazards covered by all of CUSTOMER'S insurance, it being expressly agreed and understood that no insurance company will have any right of subrogation against Tri State.

INDEMNITY

Customer agrees to indemnify, hold harmless and defend the Tri State Parties against all losses, damages costs and expenses arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of CUSTOMER relating in any way to CUSTOMER'S failure to maintain the Covered System(s) or in any way related to this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. Tri State reserves the right to select counsel to represent it in any such action. Furthermore, Tri State shall be entitled to recover from CUSTOMER all reasonable legal fees incurred in connection with Tri State enforcing this Agreement.

ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW

It is agreed that no suit or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter. The laws of New Hampshire shall govern the validity, enforceability, and interpretation of this Agreement.

ASSIGNMENT

CUSTOMER may not assign this Agreement without Tri State's prior written consent. This Agreement is freely assignable by Tri State without obtaining CUSTOMER'S consent.

REPORTS

Where inspection and/or test services are selected, where applicable, Tri State may submit a copy of its report to the local authority having jurisdiction. The report and recommendations by Tri State are only advisory in nature and are intended to assist CUSTOMER in reducing the risk of loss to property by indicating obvious defects or impairments of the inspected equipment. They are not intended to imply that no other defects or hazards exist with respect to the Covered System(s), equipment, or components. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with CUSTOMER. Unless otherwise specified in this Agreement, the inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, replacement of parts, or any field adjustments whatsoever.

WORK NOT INCLUDED

Repair, replacement, and emergency response obligations, if any, apply only to the components or equipment constituting the Covered System(s). This Agreement expressly excludes reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of equipment by others or changes to CUSTOMER premises; vandalism; or by corrosion (including but not limited to MIC) lightning, electrical storm, severe weather, water, accident, fire, act of God, power failure or any other cause beyond Tri State's control. This Agreement does not cover systems, equipment, components or parts which are below grade or exterior to the building, or non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, piping, system upgrades or the replacement or repair of obsolete equipment or parts. Tri State is not responsible for any structural or cosmetic infrastructure such as ceiling work, sheet rock patching or painting in accessing concealed equipment.

CLEANING SERVICES

Customer understands and agrees that any hood, duct & HVAC cleaning services may be performed by Tri State Hood & Duct, LLC under these same terms. Cancellation policy for hood & duct cleaning is a \$250.00 charge should CUSTOMER cancel inside of 24 hours of the agreed schedule. If our technicians arrive on site for the scheduled appointment and are unable to perform the cleaning due to site circumstances and/or customer issues, a charge of 4 hours of labor or cost of cleaning (whichever is less) will be incurred. Tri State nor Tri State Hood & Duct shall be responsible for existing grease and/or mess on the roof; or any damage caused by existing grease unless specified in this agreement. Any non-flat roof or pitched roofs require CUSTOMER to provide at its expense scaffolding and/or a man lift to safely access roof top equipment. If a safe environment for accessing these roof types does not exist, we may at our discretion elect to not access the roof. CUSTOMER must provide unobstructed access to all roof top components and inside ducts & hoods. Any fan housing raised more than 2 feet above roof requires a hinge kit. Not following NFPA prescribed inspection/service frequencies voids warranty.

ALARM MONITORING SERVICES

Any alarm monitoring services will be provided to CUSTOMER pursuant to the terms and conditions of a service agreement entered into by CUSTOMER and a third party monitoring service company. Tri State shall bear no liability whatsoever in connection with the performance or nonperformance of such monitoring services.

EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure of parts, attachments, or devices installed by a third party, or any other cause external to the Covered System(s).

FORCE MAJEURE

Tri State shall not be responsible for damage or failure to render Services due to causes beyond its control, including but not limited to tender stoppages, fire, acts of God, or any other cause beyond its control.

CUSTOMER'S RESPONSIBILITIES

CUSTOMER further agrees to (i) provide Tri State access to the Covered System(s) to be serviced; (ii) supply suitable electrical service, heat, heat tracing, and adequate water supply; (iii) provide a safe work environment; and (iv) in the event of an emergency or failure of the Covered System(s) to take reasonable safety precautions to protect against personal injury, death, and property damage; (v) follow NFPA prescribed inspection/service frequencies.

Addendum to Credit Application, Contract, Loan Document or Agreement

Tri-State Fire Protection, LLC / Pease Golf Course - CONTRACT ADDENDUM FORM

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

Indemnification, Binding Arbitration and Legal Jurisdiction

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

1. Obligate PDA to indemnify or hold harmless any party in a contract;
2. Require binding arbitration; and;
3. Subject PDA to a jurisdiction other than the State of New Hampshire.

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

4. Require personal guaranties from agency employees ;
5. Require credit reports from agency employees (credit records of the agency are available for review);
6. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
7. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such. In the alternative, PDA may elect to self insure any property or other interest related to its operations and under its control or use;
8. Requires PDA to commit to any obligation which violates State or Federal law including, but not limited to, the State's Right to Know law RSA91-A;
9. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term.

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

All contractors, vendors, entities or persons doing business with PDA must comply with applicable Federal and State laws including, but not limited to, Title VI of the Civil Rights Act of 1964.

The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended. Notwithstanding anything in the Agreement to the contrary, all obligations of PDA including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the PDA be liable for payments in excess of such available appropriated funds. In the event of the reduction or termination of funds, PDA shall have the right to terminate this Agreement.

Date: 5-30-17

Date: 5/31/17

Tri State Fire Protection, LLC

Pease Development Authority

By: 

By: 

David R. Mullen

Its: Service Representative

Its: Executive Director



Proactive by Design

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

5 Commerce Park North
Suite 201
Bedford, NH 03110
T: 603.623.3600
F: 603.624.9463
www.gza.com



Via Email

June 1, 2017
File No. 04.P000137.18

Ms. Michael Mates
Pease Development Authority
55 International Drive
Portsmouth, New Hampshire 03801

Re: Proposal for Professional Services
2017 Mitigation Monitoring
Newfields Ditch – International Drive to Corporate Drive
Portsmouth, New Hampshire

Dear Mr. Mates:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal for 2017 mitigation monitoring services at the area referred to as the Newfields Ditch Buffer Enhancement Area located between International Drive and Corporate Drive in Portsmouth, New Hampshire ("Site"). As you know, GZA prepared the original Monitoring and Maintenance Program for the Site (see GZA report titled "Newfields Ditch Mitigation Buffer Enhancement Plan" dated December 2010), and completed the construction monitoring for the Buffer Enhancement Area during 2014, as well as post-construction monitoring during 2015 and 2016. The New Hampshire Department of Environmental Services (NHDES) permit for the Site (NHDES Permit #2011-00903) requires post-construction monitoring for three years, and we understand that the Pease Development Authority (PDA) is requesting that we complete the 2017 follow-up monitoring of the Buffer Enhancement Area. This work represents year three of the three required yearly post-construction reports. GZA has prepared this proposal based on information provided by yourself and the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau.

SCOPE OF SERVICES

The proposed Scope of Services includes:

TASK 1: MITIGATION MONITORING FIELD WORK

A Certified Wetland Scientist of GZA will monitor the Buffer Enhancement Area according to the GZA report titled "Newfields Ditch Mitigation Buffer Enhancement



Plan”, and according to the project-specific conditions outlined in NHDES Permit #2011-00903, and follow-up correspondence with the NHDES.

GZA understands that PDA is requesting that the review of the Buffer Enhancement Area be completed during June 2017 to prepare the 2017 Mitigation Monitoring Report by July 15, 2017. As part of mitigation monitoring work, GZA will review the status of the plantings and provide an estimated aerial coverage and count of live shrub plantings in the Buffer Enhancement Area, to determine whether the buffer plantings exhibit a minimum of 80% survivability (Areas 1 through 7) and/or maintain a minimum shrub density of one shrub every five feet (Area 8), as required by NHDES Permit #2011-00903. To estimate total plant counts, GZA will complete representative plant plots within each buffer area (Areas 1 through 8 as referred to on Site plans). GZA will also make observations of plant health, buffer condition, and wildlife use. GZA will prepare a summary e-mail to PDA, in advance of preparing a formal report. The estimated cost to complete this task is \$1,500.

TASK 2: 2017 MITIGATION MONITORING REPORT

GZA will prepare the 2015 Mitigation Monitoring Report to document the observations and conclusions of the mitigation monitoring field work, and to address conditions 14, 15, and 16 of NHDES Permit #2011-00903. The report will include a narrative, summary of plot data, and photo log, to document the current conditions within the Buffer Enhancement Area. The estimated cost to complete this task is \$2,525.

BASIS OF BILLINGS

The estimated lump sum cost to complete this assignment is \$4,025, which is broken out as follows:

TASK DESCRIPTION	ESTIMATED COST
TASK 1 – Mitigation Monitoring Field Work	\$1,500
TASK 2 – 2015 Mitigation Monitoring Report	\$2,525
TOTAL	\$4,025

This cost is based on the anticipated Scope of Services above, which represents our present judgment as to the level of effort requested. GZA will provide a draft report to PDA in advance of submittal to the Department of Environmental Services, Portsmouth Conservation Commission, Portsmouth Environmental Planner, and Hodgson Brook Watershed Coordinator. The cost outlined above includes one round of report edits and three final report copies, with a PDF file of the report provided for additional copies.

Invoices for our services will be mailed to the address presented above. Should your billing address be different, please notify the undersigned so that appropriate changes can be made.



SCHEDULE

GZA is prepared to initiate the proposed Scope of Work within one week of the receipt of a signed contract.

CONDITIONS OF ENGAGEMENT

GZA will complete this project in accordance with the attached Terms and Conditions for Professional Services (08/08-Edition/05-9011), as amended and supplemented by the attached Pease Development Authority Addendum to the Agreement and strike throughs.

ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us. The executed agreement must be received prior to the initiation of the services described above. Issuance of a purchase order implicitly acknowledges acceptance of the standard Terms and Conditions for Professional Services (08/08- Edition/05-9011). This proposal for Permitting Services, Schedule of Fees and the Terms and Conditions as amended shall constitute the entire agreement between the parties.

GZA appreciates the opportunity to submit this proposal to you. We look forward to working with you on this project.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Handwritten signature of Tracy L. Tarr in black ink.

Tracy L. Tarr, CWS, CWB, CESSWI
Project Manager

Handwritten signature of James Long in black ink.

James Long, CWS, CSS
Consultant/Reviewer

Handwritten signature of Deborah M. Zarta Gier in black ink.

Deborah M. Zarta Gier, CNRP
Principal-in-Charge

TLT/JL/DMZ

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Attachments: Schedule of Fees (NNE270)
Terms and Conditions for Professional Services (08/08- Edition/05-9011)

This Proposal for Permitting Services, Schedule of Fees (NNE270) and the attached Terms and Conditions for Professional Services (08/08-Edition/05-9011) are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Pease Development Authority.

Memorandum

To: David R. Mullen, Executive Director

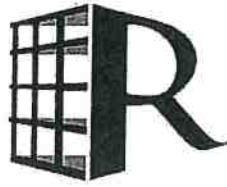
From: Paul E. Brean, Airport Director *Paul*

Date: 6/7/2017

Subj: Ricci Construction Quonset Huts Roof Repair

In May of 2017 Pease Airport Maintenance identified failing roof panels on the General Aviation Quonset Huts. The structural integrity of multiple panels on each unit has been compromised. There was an immediate possibility of a roof panel or a section of rake trim dislodging. The Quonset Huts are located on the General Aviation Ramp in the Airport Operating Area (A.O.A.). Dislodging panels are an immediate hazard to airport personnel, the travelling public, and aircraft in the vicinity. Additionally, winds could project panels and trim into the runway safety area, presenting a Foreign Object Debris (F.O.D.) hazard to aircraft. Due to the imminent danger Ricci Construction Company Inc. was called in for an emergency repair.

A contract with Ricci Construction Company Inc. was entered in accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs." Work commenced on Monday June 5, 2017 and is forecasted to be completed by June 14, 2017 at a cost of \$46,000.



RICCI

CONSTRUCTION
COMPANY, INC.

Budget Estimate

Fran Frink
Pease Development Authority
7 Lee Street
Portsmouth, NH 03801
Via E-mail: f.frink@peasedev.org

May 4, 2017

Re: Removal/replacement of roof panels/rake trim, Pease Tradeport, Portsmouth, NH

We will furnish labor, and any materials necessary, and equipment to perform the following work (see attachments):

1. Provide all labor, materials, equipment, and supervision to replace 48 roof panels (6 panels per corner-24 per hanger building; total of 48 panels) and a new rake system (see attached drawing) complete with all fasteners at both gable ends at each hanger.

✂ **GENERAL NOTES:**

- Work will be completed during normal working hours (7 am -5:30), ten hour days.
- The roof panels will be 26 gauge "R" panel at 30' & 31' lengths
- Rake system per submittal drawing ((see attached drawing)).
- Proposal is based on one mobilization.
- Work will be completed by July 1, 2017 if awarded by May 15, 2017
- A clear an unobstructed work area to be provided.
- All hazardous materials will be the responsibility of the PDA, if encountered.
- Any additional work will be billed on a time and material basis.
- Exclusions, building permit, engineering, shop drawings, testing, prevailing wages

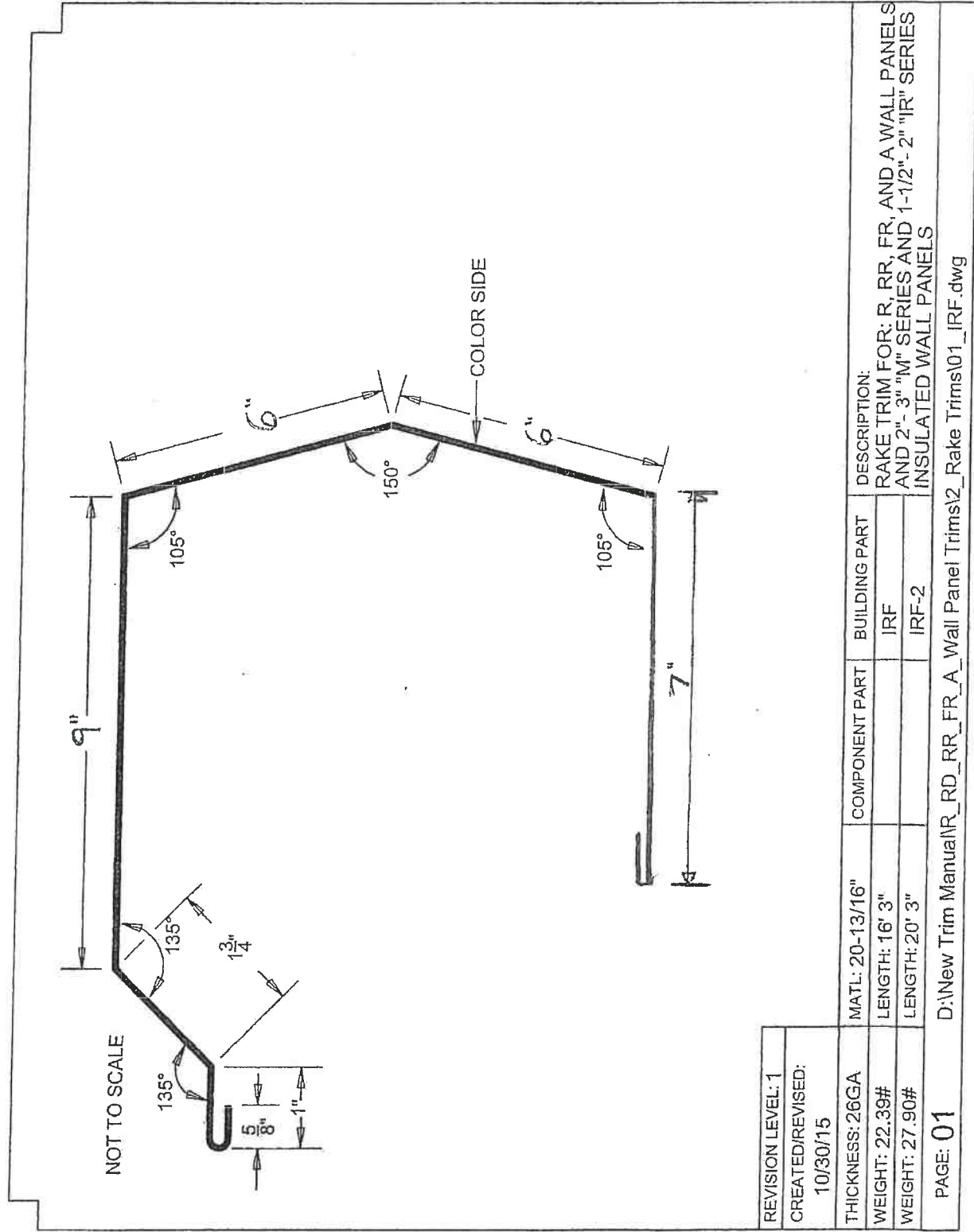
FOR THE ABOVE REFERENCED WORK WE QUOTE THE BUDGET ESTIMATE OF: \$46,777.

Fran, please review this budget estimate and call the office to discuss any questions.

Sincerely,

John E. Ricci, P.E.
President
Ricci Construction Co., Inc.

g:/working files/proposals/PDA Hangar panel replacement prop 050417



REVISION LEVEL: 1				
CREATED/REVISED: 10/30/15				
THICKNESS: 26GA	MATL: 20-13/16"	COMPONENT PART	BUILDING PART	DESCRIPTION:
WEIGHT: 22.39#	LENGTH: 16' 3"		IRF	RAKE TRIM FOR: R, RR, FR, AND A WALL PANELS
WEIGHT: 27.90#	LENGTH: 20' 3"		IRF-2	AND 2"- 3" "M" SERIES AND 1-1/2"- 2" "IR" SERIES
				INSULATED WALL PANELS
PAGE: 01	D:\New Trim Manual\RD_RR_FR_A_Wall Panel Trims\2_Rake Trims\01_IRF.dwg			

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorize the Executive Director to enter into a contract with JPMorgan Chase Bank d/b/a Merchant Services, for the purpose of credit card services; all in accordance with the memorandum of Irv Canner, Director of Finance, dated June 8, 2017, attached hereto.

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PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth, NH 03801

Date: June 8, 2017

To: David R. Mullen *DM*
Executive Director

From: Irv Canner *IC*
Director of Finance

RE: Credit Card Processing Services

During the early part of May, we issued a Request for Proposal relative to credit card processing services for both the fueling operations at the Division of Ports and Harbor (DPH) and the golf course, inclusive of Grill 28 restaurant activities. At present, credit card processing services are being performed by two vendors and our goal was to identify potential cost efficiencies that might accrue due to the synergies associated with volume transactions under one credit card processing firm.

On June 1, 2017, two qualified bids were received, one from Heartland Payment Services, Inc. (Heartland) and the second from JP Morgan Chase Bank (Merchant Services). Excluding the fee's imposed by credit card providers (VISA, MasterCard, Discovery, etc.) directly, the more critical transactional cost components between the two proposals are noted below:

	Heartland Proposal	Merchant Services Proposal
Transaction Fees		
Interchange	0.1500%	0.0969%
Transaction	\$ 0.0500	\$ 0.0950
Other Monthly Fees		
Service and On-Line Reporting	\$ 33.50	\$ 55.00
Daily Batch Fee (1)	0.0500%	-
Equipment Rental (5)	\$ 1,145.00	-

To further our internal cost analysis, we imposed these transactional cost components to a hypothetical cost model that identified monthly gross sales of \$150,000.00 representing 3,000 individual transactions. As noted below, the proposal put forth by Merchant Services provided significant advantages that would accrue to the Pease Development Authority (PDA).

Cost Component	Heartland Proposal	Merchant Services Proposal
Interchange Fee	\$ 150,000	\$ 150,000
	.001500	.000969
(A)	\$ 225.00	\$ 145.35
Transaction Fee	3,000	3,000
	.0500	.0950
(B)	\$ 150.00	\$ 285.00
Service and On-Line Reporting (C)	\$ 33.50	\$ 55.00
Settlement Fees (D)	\$ 75.00	\$ -
Subtotal (A+B+C+D)	\$ 483.50	\$ 485.35
Equipment Rental (5 Units)	\$ 1,145.00	\$ -
Total Projected Monthly Cost	\$ 1,628.50	\$ 485.35
Projected Operating Expense Ratio	0.01086	0.00323

If we were to extract this hypothetical cost model to a projected \$2,000,000 in gross sales between the DPH (\$650,000) and golf / restaurant operations (\$1,350,000) the annual cost differential between the two proposals would be approximately \$13,000.

In addition to the above cost analysis, we also evaluated other aspects of the two proposals, including monthly reporting capacities, contractual terms, implementation considerations, including client training and probably most important, compliance with PCI Security Standards. Both suppliers were extremely competitive but several additional aspects of the proposals include:

1. Digital Dining and EZLinks Golf, both critical applications to golf operations, are certified by Merchant Services while Heartland does not currently service EMV standards with EZLinks. To address this deficiency, Heartland has proposed standalone card terminals be used but *would not be* integrated with EZLinks Point of Service for card acceptance.
2. Merchant Services ChaseNet program, which in brief, provides cost certainty to all VISA based transactions as these transactions are processed directly by ChaseNet rather than by VISA itself.
3. Heartland's proposal specifically *excluded* any support for the fueling operations at the DPH while Merchant Services needed to confirm a model number.

Based on this comprehensive review and analysis, I would request that we seek approval from the PDA Board of Director's on June 15th to allow the PDA to complete negotiations and enter into a three year contract with Merchant Services.

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

MOTION

Director Lamson:

The PDA Board of Directors approve of and authorize the Executive Director to enter into a contract with Country Club Enterprises (Country Club) for the Golf Car Tracking Module in an annual amount of \$14,040; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated June 7, 2017 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. The current GPS program lease is with Country Club;
2. No other Golf Car Tracking Module software will operate on the currently leased GPS system.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\Resolves\Golf car tracking 0617.docx

MEMORANDUM

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

From: Scott DeVito, PGA General Manager *SD*

Date: June 7, 2017

Subject: Request to add Golf Car Tracking Module

This memo is a request to add the Golf Car Tracking Module to the approved 5 year lease, with the option to opt out after 4 years, with Country Club Enterprises, 2D Express Drive, Wareham, MA 02571, for the annual amount of \$14,040.

Country Club Enterprises extend a trial period to use the Car Tracking Module so we would be able to see the full scope of the Visage product. The Connected Car Tracking Module gives staff the ability to see:

- Real time position of each golf car
- Vehicle drive history
- Pace of play tracking
- Pace of play notifications
- Marshall car mode with direct messaging to Marshall
- Rounds played reporting
- Real time messaging to any golf car

I am requesting to waive going through a formal RFP process because:

- Current GPS program lease is with Country Club Enterprises
- No other Golf Car Tracking Module software will operate on currently leased GPS system

Thank you for your consideration in this matter.



Memorandum

To: Andrew Pomeroy, Airport Operations Manager
From: Sandra McDonough, Airport Operations Specialist *sm*
Date: 6/6/2017
Subj: Noise Report for May 2017

The Portsmouth International Airport at Pease received a total of 25 noise inquiries in May 2017. There were 21 rotor, 3 fixed wing and one informational.

The 21 rotor wing inquiries originated from 3 Portsmouth residences. All of the calls were pertaining to Seacoast Helicopters.

The three fixed wing inquiries originated one residence in Newmarket

A resident in Portsmouth emailed inquiring about the Noise Compatibility Committee meetings.

Attached is a copy of the Noise Report for April 2017.

PDA Noise Control Log

For the Period: 5/1/17 to 5/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
1	5/3/2017	14:04	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 975 ft. Have a nice day.	Individual has indicated in the past that a call back is unnecessary.
2	5/4/2017	11:54	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
3	5/4/2017	12:11	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
4	5/4/2017	12:25	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
5	5/4/2017	15:17	13 Witmer Avenue Portsmouth, NH 03801-	Based	helicopter	I had a helicopter take off and fly over my house really low. I'd like to file a complaint about that.	McDonough spoke with Seacoast Helicopters, ATC and the caller. Seacoast Helicopters tries to avoid the neighborhood southeast of the airport. At times the ATCT will direct the helicopter in that area to separate rotor-wing aircraft from the fixed wing aircraft in the pattern.
6	5/4/2017	15:54	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
7	5/9/2017	11:09	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house.	Individual has indicated in the past that a call back is unnecessary.
8	5/11/2017	11:44	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 5/1/17 to 5/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
9	5/12/2017 12:48	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house	Individual has indicated in the past that a call back is unnecessary.
10	5/12/2017 18:44	178 Bayview Newmarket, NH 03857-	Based	K35R	I'm calling to log in another life safety, threatening complaint. Nobody calls back. It just happened again on Friday the 12th at 6:30 in the afternoon. It's been going on for an hour so I'm going to log it in. So once somebody gets killed you going to be sued. Thank you so much. Good evening.	Caller has been contacted in the past about her concerns.
11	5/15/2017 21:23	178 Bayview Newmarket, NH 03857-	Based	K35R	Another death call over here. Thank you very much.	Caller has been contacted in the past about her concerns.
12	5/15/2017 21:04	178 Bayview Newmarket, NH 03857-	Based	K35R	It is approximately 9:04 PM. Another problem coming from Pease. The aircraft is coming at about 200 feet right over my house. I can see the lights, the whole nine yards. Again, it's another death call situation, you don't have a mass casualty...	Caller has been contacted in the past about her concerns.
13	5/17/2017 10:54	68 Miller Avenue Portsmouth, NH 03801-		R-44	Emailed: Red helicopter N219CR, altitude 875'	Individual has indicated in the past that a call back is unnecessary.
14	5/17/2017 10:12	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: Red helicopter, N219CR, altitude 875'	Individual has indicated in the past that a call back is unnecessary.
15	5/18/2017 15:26	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: Red helicopter directly over my house, N219CR, altitude 875'	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 5/1/17 to 5/31/17

Call Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
16	5/18/2017 6:30	128 Thornton St Portsmouth, NH 03801-	Unknown	informational	Emailed: The meeting dates and minutes of the NCC should be posted on the Pease site and made publicly available. Not doing so implies a discouragement of public attendance and transparency of the process.	Left a message stating the noise report is posted in the BOD package every month before a board meeting.
17	5/19/2017 16:05	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house, usual course, altitude 975'	Individual has indicated in the past that a call back is unnecessary.
18	5/19/2017 17:28	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter directly over my house - no transponder. This is NOT N219CR. N219CR is over Seabrook NH. Two of these in the air at the same time!	Individual has indicated in the past that a call back is unnecessary.
19	5/20/2017 11:59	68 Miller Avenue Portsmouth, NH 03801-	Based	R-44	Emailed: NOISE COMPLAINT - N219CR directly over my house, altitude 425' (not 1000')	Individual has indicated in the past that a call back is unnecessary.
20	5/20/2017 13:28	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
21	5/20/2017 14:02	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
22	5/20/2017 14:30	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: Red helicopter	Individual has indicated in the past that a call back is unnecessary.
23	5/21/2017 11:24	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter, R-44	Individual has indicated in the past that a call back is unnecessary.
24	5/21/2017 11:47	68 Miller Avenue Portsmouth, NH 03801-	Based	Robinson helicopter	Emailed: NOISE COMPLAINT - Red helicopter R-44 directly over my house	Individual has indicated in the past that a call back is unnecessary.

PDA Noise Control Log

For the Period: 5/1/17 to 5/31/17

Call	Date	Time	Caller ID	Location	Aircraft	Narratives	Follow Up
25	5/24/2017	19:21	267 Holly Lane Portsmouth, NH 03801	Based	Robinson helicopter	<p>I live right over by the airport. I thought that...like um. I know they have every right to do what they're doing... Seacoast Helicopters. But I thought they wanted to be good neighbors. Here it is like 7:15 at night and they just went right over my house at about 500'. They're like we do it at 1000' and that's bull****. We all know it's bull****. I'm going to say bull**** as in I'm not going to colorcoat anything. It's bull**** what that guy says. That's all I got to say. I thought they wanted to be good neighbors but they're not. He's a liar and that's it. Thanks for letting my property value go down. Thank you. Bye.</p>	Did not provide a phone number.

MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$48,364.00 for the following legal services rendered to the Pease Development Authority subject to review by the Executive Director and the Deputy Director and General Counsel:

1.	Kutak Rock LLP		
	Through April 30, 2017	<u>\$ 5,512.00</u>	\$ 5,512.00
2.	Sheehan Phinney Bass + Green		
	Through April 30, 2017	<u>\$42,852.00</u>	<u>\$42,852.00</u>
	Total		<u>\$48,364.00</u>

N:\RESOLVES\2017\Legal Services 0617.docx

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

May 30, 2017

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

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24-690470
Reference: Invoice No. 2306149
Client Matter No. 301603-1

Invoice No. 2306149
301603-1

Re: CLF

TOTAL CURRENT AMOUNT DUE

\$5,512.00

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$28,302.00
TOTAL EXPENSES:	\$14,550.00


TOTAL THIS BILL:	\$42,852.00

BALANCE DUE:	\$42,852.00

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

AMOUNT PAID... \$ _____

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: June 15, 2017
Re: Charter Boat Right of Entry

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Charter Boat Right of Entry,” adopted by the Board on April 20, 2017, I am pleased to report that PDA has approved a Right of Entry for the following:

1. Owner: James Brian McAteer
Company: Blue Moon Fishing Charters
Location: Hampton Harbor Marine Facility
Term: Commencing July 1, 2017 through June 30, 2019


The Delegation to Executive Director: Consent, Approval and Execution of Charter Boat Right of Entry provides that:

“A Charter Boat Right of Entry request submitted to this delegation of authority shall not be consented to, approved or executed unless all of the following condition(s) are met:

- a. Apply for and secure a Pier Use Permit; and
- b. Meet the minimum insurance requirements set by the Pease Development Authority (“PDA”) and provide proof of insurance to the PDA.”

These conditions have been met.

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Date: May 25, 2017
To: David Mullen, Executive Director
From: Geno Marconi, Port Director 
Subject: Charter Boat Rights of Entry

In accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2017, the Division of Ports and Harbors is requesting your approval of the attached Charter Boat Right of Entry (ROE) for:

Owner: James Brian McAteer
Company: Blue Moon Fishing Charters
Location: Hampton Harbor Marine Facility
Term: Commencing July 1, 2017 through June 30, 2019

Blue Moon Fishing Charters has met the following required conditions:

1. Apply for and secure a Pier Use Permit; and
2. Meet the minimum insurance requirements set by the Pease Development Authority ("PDA") and provide proof of insurance to the PDA.
3. Provide documentation that Blue Moon is registered and in "Good Standing" with the Secretary of State to conduct business in New Hampshire

This approval will be reported to the Board at the next meeting.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors (PDA-DPH) with an address of 55 International Drive, Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry (ROE) James Brian McAteer d/b/a Blue Moon Fishing (Blue Moon), 85 Talmuth Ave., Haverhill, MA 01830 to use property of the State of New Hampshire (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor, Hampton, NH
PURPOSE OF ROE: Charter Boat Operations & Parking
PERIOD OF USE: July 1, 2017 through June 30, 2020
PARKING FEE: \$5.00 per car through December 2017

The ROE is given subject to the following conditions:

1. The term of this ROE shall be from July 1, 2017 through June 30, 2020.
2. Blue Moon customers shall have use of parking spaces situated at the Hampton Harbor parking lot in Hampton, NH. Blue Moon shall also have access to the Hampton Harbor Pier in connection with its charter boat operation. **Blue Moon must apply and pay for a Pier Use Permit separately from this ROE in accordance with N.H. Administrative Rules Part Pda 600.**
3. The scheduling of departures and arrivals in connection with any activity allowed under this ROE will not interfere with the scheduled use of common areas or adjoining areas by other entities which have actively conducted business at Hampton Harbor and have been previously issued an ROE(s) by PDA-DPH.
4. Subject to Section 5, PDA-DPH will charge customers a \$5.00 parking fee per car for any vehicle using the Hampton Harbor parking lot.
5. Parking fees and fuel vendor fees set forth in Sections 4 and 15 shall remain effective through December 31, 2017. Thereafter, PDA-DPH reserves the right to increase fees and rates in connection with this ROE. Notification of fee and rate increases will be provided to all current ROE holders on or before February 1st in any given year for the remaining term of this ROE.
6. Blue Moon shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
 - A. From any condition of the Premises including any building structure or improvements thereon for which Answer has taken possession of hereunder;

- B. From any breach or default on the part of Answer to be performed pursuant to the terms of this ROE, or from any act or omission of Answer, or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including, but not limited to piers, docks, gangways, ticket office and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
7. On or before the effective date of this ROE, Blue Moon shall provide PDA-DPH with a certificate of insurance evidencing the existence of Protection and Indemnity and/or General Liability insurance with an endorsement covering piers, docks and gangway use protecting the parties hereto and naming the State of New Hampshire and PDA-DPH as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, PDA-DPH and Blue Moon in connection with uses authorized under this ROE (e.g., use of the parking lot, a retail sales office and charter boat operations) when such liability is imposed on account of injury or death of a person or persons or property damage. Said Protection and Indemnity and/or General Liability policy (or policies) shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than \$1,000,000 per occurrence and include an endorsement for pier, docks and gangway use. Each policy shall include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Insurance provided pursuant to this ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice by registered mail.

Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch. 491:8 as the same may be amended.

- 8. Blue Moon will obtain advance approval for all signs and advertisements posted on the Premises. In all cases, the decision of PDA-DPH shall be final.
- 9. Blue Moon may cancel this ROE by giving PDA-DPH a thirty (30) day notice in writing.
- 10. This ROE may be cancelled by giving Blue Moon thirty (30) days written notice of cancellation in the event of the failure of Blue Moon to perform, keep and observe any of the conditions of the ROE and the failure of Blue Moon to correct the default or breach with the time specified by PDA-DPH. This ROE may be cancelled immediately by PDA-DPH in the event Blue Moon fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.

11. In the performance of this ROE, Blue Moon is, in all respects, an independent contractor and is neither an agent nor employee of the State of New Hampshire or the PDA-DPH. Neither Blue Moon nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.
12. In connection with the performance of this ROE, Blue Moon agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which shall impose any obligations or duty on Answer.
13. Blue Moon will obtain all necessary permits and provide copies of them to PDA-DPH at the time of execution of this document. Required permits may include, but are not limited to, Pier Use Permit, Wetlands Board and Marine Safety.
14. Blue Moon is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
15. Blue Moon shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at Hampton Harbor. Answer shall be responsible for picking up garbage and rubbish its operations generate and depositing same at a designated location where PDA-DPH can dispose of it.
16. Blue Moon may not self-fuel any boat used in connection with this ROE on the premises. Answer will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at Hampton Harbor (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the State Fire Marshall in accordance with BULLETIN #2015-07 as may be amended from time to time. Subject to increases which may be implemented from time to time, the vendor will pay PDA-DPH \$0.10 per gallon.
17. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.
18. To the extent applicable, Blue Moon agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the premises subject to this ROE as a consequence of the application of RSA 72:23 I. Blue Moon agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event Blue Moon shares a larger parcel of land and lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of Blue Moon to pay its duly assessed personal and real estate taxes when due shall be cause to terminate said ROE by PDA-DPH. Blue Moon shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 73:23 I as a result of Answer failure to pay said taxes.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 5/15/17

Susan M. Gagne
Witness

[Signature]
David R. Mullen, Executive Director, PDA

STATE OF NEW HAMPSHIRE

:SS

COUNTY OF ROCKINGHAM

On this 15th day of May 2017, before me David R Mullen
the undersigned officer, personally appeared David R. Mullen, Executive Director Pease Development Authority, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledge that he executed the same for the purposes therein.



Susan M. Gagne
Justice of the Peace/Notary Public
My Commission Expires:

JAMES BRIAN MCATEER d/b/a/ BLUE MOON FISHING CHARTERS HAMPTON

Date: 4-27-17
Paulene Russo
Witness

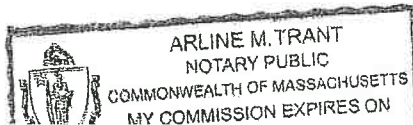
James Brian Mcateer
Name:
Title:

STATE OF NEW HAMPSHIRE Mass
:SS

COUNTY OF ROCKINGHAM Essex

On this 27 day of April, 2017, before me ARLINE TRANT
The undersigned officer, personally appeared PIR known to me or satisfactorily proven to be the person subscribe to the within instrument and acknowledge that he/she executed the same for the purposes therein contained.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires:




MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby approves of and adopts the Schedule of Pilotage Fees and Pilotage Unit Rates Portsmouth Harbor and Piscataqua River attached hereto in accordance with Pda 311.01(d) of Chapter Pda 300, Port Captains, Pilots and Pilotage, NH Code of Administrative Rules. The rates are effective as of July 1, 2017.

N:\RESOLVES\2017\DPH-Pilot Rates 0617.docx

Date: June 7, 2017
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: Final Proposed Amendments to Pilotage Fees and Pilotage Unit Rates

In accordance with RSA 12-G:42, XI, the Division is presenting to the PDA Board of Directors the Final Proposed Amendments to the **SCHEDULE OF PILOTAGE FEES AND PILOTAGE UNIT RATES**, attached hereto, for adoption.

The Initial proposed Amendments were presented to the Division of Ports and Harbor Advisory Council at the May 10, 2017 meeting for review and comment. The Council voted to recommend approval of the amendments to the PDA Board of Directors.

The PDA Board of Directors approved the initial proposed amendments at the May 18, 2017 meeting.

The Division, after PUBLIC NOTICE, (posting and newspaper advertisements) held a public hearing on June 1, 2017 and accepted public comment. The Division received a written comment regarding section 3.1.2. Upon review of the comment, the Division amended section 3.1.2 (a) and added (b).

The revised proposed amendments were presented to the Advisory Council on June 7, 2017 for review and comment. The Council voted to recommend to the PDA Board of Directors, adoption of the Final Proposed Amendments to the **SCHEDULE OF PILOTAGE FEES AND PILOTAGE UNIT RATES**.

Therefore, the Division of Ports and Harbors recommends that the Pease Development Authority Board of Directors adopt the **Final Proposed Amendments to the SCHEDULE OF PILOTAGE FEES AND PILOTAGE UNIT RATES** with an effective date of June 30, 2017.

STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTHORITY — DIVISION OF PORTS AND HARBORS
SCHEDULE OF PILOTAGE FEES AND PILOTAGE UNIT RATES
PORTSMOUTH HARBOR AND PISCATAQUA RIVER

EFFECTIVE DATE JUNE 30, 2017

1.0 COMPUTATION OF PILOTAGE FEES AND UNITS:

- 1.1 Certain pilotage fees for inbound and outbound vessels as identified below are based on pilotage units. In each such case a minimum fee is also identified. If pilotage units are not used to set a fee, the fee is set on a flat fee or per unit or similar basis.
- 1.2 All measurements shall be in meters.
- 1.3 Pilotage units are computed by:
 - 1.3.1 Multiplying the overall length of the vessel (bow to stern) by the extreme breadth of the vessel (beam to beam);
 - 1.3.2 Multiplying the product of subsection 1.3.1 by the depth of the vessel to the uppermost continuous deck (bottom of keel to uppermost continuous deck); and
 - 1.3.3 Divide the product of subsection 1.3.2 above by 100.
- 1.4 The pilotage fees shall be an amount equal to 200% of the applicable charges specified in this schedule for:
 - (a) Any self-propelled vessel lacking propulsion; or
 - (b) A pilot called out to a scene for any unscheduled event or emergency situation.
- 1.5 The pilotage rates for a submarine shall be:
 - (a) An amount equal to the applicable charges in subsection 2.1.1, 2.1.2, or 2.1.3, plus an additional \$28.00 per foot of draft; and
 - (b) Minimum units: 100.
- 1.6 An amount equal to all the fees incurred shall be added to the invoice when the fees are to be paid by any electronic method, including, but not limited to, direct deposit, wire transfer, or credit card charge.

2.0 PILOTAGE FEES — TRANSIT CHARGES:

2.1 For vessels inbound or outbound, including barges, the charges payable under this section shall be as follows:

2.1.1 Per passage where line of demarcation is transited during passage:

- (a) Pilotage units multiplied by \$2.97; and
- (b) Minimum charge: \$286.00;

2.1.2 Per passage where line of demarcation is not transited during passage (i.e. vessel shifting with harbor and river):

- (a) Pilotage units multiplied by \$1.65; and
- (b) Minimum charge: \$200.00;

2.1.3 Docking or undocking charges:

- (a) Pilotage units multiplied by \$0.77;
- (b) Minimum charge: \$91.00; and
- (c) Must be paid, where applicable, in addition to any applicable per passage charge assessed under subsections 2.1.1 or 2.1.2 above; and

2.1.4 Vessel shifting at berth:

- (a) \$425.00 per call for assistance; and
- (b) Second pilot required for transit or turning off dock: \$425.00

3.0 PILOTAGE FEES — PILOT DETENTION CHARGES:

3.1 Inbound or outbound vessels of any size:

3.1.1 Charge for canceling call for pilot after pilot reports to vessel: (a) \$242.00 per call cancelled;

3.1.2 Charge for detaining pilot during the mooring or securing of vessel in excess of one hour once vessel is alongside of terminal:

(a) \$242.00 per the first excess hour of detention or portion thereof;

(b) \$100.00 per 20 minutes thereafter

3.1.3 Charge for canceling request for pilot due to fog, stress of weather, or vessel mechanical problem while pilot vessel is in transit to vessel requesting pilot:

(a) Same as subsection 3.1.1; and

3.1.4 Charge for pilot not returned to shore and carried to sea on vessel:

(a) \$385.00 per day or part thereof that pilot is detained at sea after outbound passage is complete, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of first class travel available.

4.0 PILOTAGE FEES — MISCELLANEOUS CHARGES:

4.1 Inbound or outbound vessels of any size:

4.1.1 Charge for transporting a pilot launch to or from the pilot station (to be paid, where applicable, addition to other charges assessed pursuant to sections 2.0 and 3.0 above):

(a) \$165.00 per single, one-way trip; and

4.1.2 Charge for transporting a pilot to or from a vessel at anchorage in lieu of boarding at pilot station:

(a) \$242.00 per single, one-way trip.


MOTION

Director Torr:

The Pease Development Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Lamey, LLC of Northwood, New Hampshire, through May 31, 2018, for use of the launch and pier facilities at Hampton Harbor Marina in connection with its effluent disposal services it performs in behalf of NH Department of Environmental Services; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 7, 2017 attached hereto.

N:\RESOLVES\2017\DPH-LameyROE 0617.docx

TO: Pease Development Authority
Board of Directors

FROM: Geno J. Marconi, Director 
Division of Ports and Harbors

DATE: June 7, 2017

RE: Right of Entry (ROE)-Lamey LLC

This is a request to the PDA Board of Directors for approval of a Right of Entry (ROE) for Ryan Lamey of Lamey LLC of 1589 First NH Turnpike, Northwood, NH 03261 for the use of Division Property at the, Hampton Harbor Marine Facility for the purpose of using launching, landing and pier facilities in connection with its effluent disposal services it performs on behalf of NH Department of Environmental Services. Lamey's LLC agrees to work cooperatively with Pease Development Authority, Division of Ports & Harbors and to abide by any restrictions on use which may be imposed to ensure the interests of the public at large are being served and met at the premises.

Therefore, I recommend approval of the ROE subject to the following Terms and Conditions:

- TERM:** June 1, 2017 through May 31, 2017
- FEE:** Annual Pier Use Permit, fee waived (State Owned Vessel).
- INSURANCE:** Minimum insurance coverage, to include Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage, Automobile liability coverage in a minimum amount of \$1,000,000.00 and commercial general liability in a minimum amount of \$1,000,000.00, as the same may be required or appropriate in connection with the individual operations of each entity doing business on State property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Rye Harbor Marine Facility.
- ADDITIONAL REQUIREMENTS:** All entities issued a Right of Entry are subject to all applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors with an address of 55 International Drive, Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry to Lamey, LLC (“LAMEY”) of 1589 First New Hampshire Turnpike, Northwood, NH 03261 to use property of the State of New Hampshire (the “Premises”) pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor Marina
PURPOSE OF ROE: Use of Launch & Pier Facilities
PERIOD OF USE: June 1, 2017 through May 31, 2018

This Right of Entry (the “ROE”) is given subject to the following conditions:

1. The term of this ROE shall be from June 1, 2017 and run through May 31, 2018.
2. LAMEY shall be authorized to utilize the facilities at Hampton Harbor Marina for the purpose of using launching, landing and pier facilities in connection with its effluent disposal services it performs on behalf of NH Department of Environmental Services. LAMEY agrees to work cooperatively with Pease Development Authority Division of Ports and Harbors and to abide by any reasonable restrictions on use which may be imposed to ensure the interests of the public at large are being served and met at the Premises.
3. [Reserved]
4. Use of the Premises by LAMEY may be limited in the sole discretion of Pease Development Authority, Division of Ports and Harbors in order to ensure use and access to the Premises is not interfered with. Pease Development Authority, Division of Ports and Harbors agrees to work cooperatively with LAMEY to accommodate its needs, if possible, during such periods of time.
5. LAMEY’s use of the Premises shall not adversely impact or interfere with the use of the Premises by the public or other individuals or entities authorized to use the facilities situated on the Premises.

Any expenses incurred by any agency of the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors to repair damages caused by LAMEY’s use of the Premises shall be reimbursed by LAMEY.

6. Pease Development Authority, Division of Ports and Harbors agrees to waive Pier Use and Right of Entry Fees for the use of the Premises provided LAMEY is under contract with and performing services for the NH Department of Environmental Services.

7. LAMEY shall indemnify, defend and hold the State of New Hampshire and Pease Development Authority, Division of Ports and Harbors harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
 - A. from any condition of the Premises including any building structure or improvement thereon for which LAMEY has taken possession of hereunder;
 - B. from any breach or default on the part of LAMEY to be performed pursuant to the terms of this ROE, or from any act or omission of LAMEY, or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including dock and pier areas) arising out of or incidental to the use, management or control of the area(s) by LAMEY and activities which are the subject to this ROE.
8. On or before the effective date of this ROE, LAMEY shall provide Pease Development Authority, Division of Ports and Harbors with a certificate of insurance evidencing the existence of public liability insurance policy protecting the parties hereto and naming the State of New Hampshire and Pease Development Authority, Division of Ports and Harbors as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, Pease Development Authority, Division of Ports and Harbors and LAMEY in connection with uses authorized under this ROE, when such liability is imposed on account of injury or death of a person or persons or property damage. Said policy shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than **\$1,000,000.00** per occurrence, and evidence of workers compensation coverage and/or longshoremen's and harbor workers compensation coverage, as may required by the uses authorized under this agreement, to statutory limits, as applicable. Said public liability insurance policy shall; (i) except for workers compensation coverage, provide a waiver of subrogation in favor of the State of New Hampshire and the Pease Development Authority, Division of Ports and Harbors, and (ii) provide that such coverage shall be primary and non-contributing with respect to any coverage, self insured or otherwise, which is maintained by the State of New Hampshire or the Pease Development Authority, Division of Ports and Harbors. Insurance provided pursuant to this ROE may not be canceled without providing at least thirty (30) days advance written notice by registered mail.
9. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of Pease Development Authority, Division of Ports and Harbors as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of Pease Development Authority, Division of Ports and Harbors is

reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch. 491:8 as the same may be amended.

10. LAMEY may cancel this ROE by giving Pease Development Authority, Division of Ports and Harbors thirty (30) days advance notice in writing.
11. This ROE may be canceled by Pease Development Authority, Division of Ports and Harbors at any time without cause or in the event of the failure of LAMEY to perform, keep, and observe any of the conditions of the ROE and the failure of LAMEY to correct the default or breach within the time specified by Pease Development Authority, Division of Ports and Harbors by giving LAMEY thirty (30) days written notice of cancellation. This ROE may be canceled immediately by Pease Development Authority, Division of Ports and Harbors in the event LAMEY fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.
12. In the performance of this ROE, LAMEY is, in all respects, an independent contractor and is neither an agent nor employee of the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors. Neither LAMEY nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors to its employees.
13. In connection with the performance of this ROE, LAMEY agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which shall impose any obligations or duties on LAMEY.
14. LAMEY is responsible for obtaining all necessary permits (including, but not limited to a Pier Use Permit if applicable) and, if requested to, will provide copies of them to Pease Development Authority, Division of Ports and Harbors as required.
15. LAMEY is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
16. This ROE may not be assigned or transferred without the express written approval of the Pease Development Authority, Division of Ports and Harbors.
17. LAMEY agrees to coordinate its activities hereunder with a representative of Pease Development Authority, Division of Ports and Harbors and agrees to comply with all reasonable requests of said agency and with all applicable rules and regulations of the Hampton Harbor Marina.

PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors

Date: _____

David R. Mullen, Executive Director

LAMEY, LLC

Date: _____

Name: Ryan Lamey
Title: Owner/Authorized Member of LLC

MOTION

Director Preston:


The Pease Development Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Pete's Sewer Service of Plaistow, New Hampshire, through May 31, 2018, for use of the launch and pier facilities at Hampton Harbor Marina in connection with its effluent disposal services it performs in behalf of NH Department of Environmental Services; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 7, 2017 attached hereto.

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PORTS AND HARBORS

TO: Pease Development Authority
Board of Directors

FROM: Geno J. Marconi, Director
Division of Ports and Harbors 

DATE: June 7, 2017

RE: Right of Entry (ROE)-Pete's Sewer Service

This is a request to the PDA Board of Directors for approval of a Right of Entry (ROE) for Peter J. Johnson of Pete's Sewer Service, 124 Forest St., Plaistow, NH 03865 for the use of Division property at the, Hampton Harbor Marine Facility for the purpose of using the pier facilities in connection with its effluent disposal services it performs in connection with the NH Department of Environmental Services Pump-Out Boat. Pete's Sewer Service agrees to work cooperatively with Pease Development Authority, Division of Ports & Harbors and to abide by any restrictions on use which may be imposed to ensure the interests of the public at large are being served and met at the premises.

Therefore, I recommend approval of the ROE subject to the following Terms and Conditions:

- TERM:** June 1, 2017 through May 31, 2018
- FEE:** No Fee
- INSURANCE:** Minimum insurance coverage, to include Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage, Automobile liability coverage in a minimum amount of \$1,000,000.00 and commercial general liability in a minimum amount of \$1,000,000.00, as the same may be required or appropriate in connection with the individual operations of each entity doing business on State property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Rye Harbor Marine Facility.
- ADDITIONAL REQUIREMENTS:** All entities issued a Right of Entry are subject to all applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors with an address of 55 International Drive, Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry to Peter J. Johnson of Pete's Sewer Service ("PETE'S SEWER SERVICE"), 124 Forest Street, Plaistow, NH 03865 to use property of the State of New Hampshire (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor Marina

PURPOSE OF ROE: Use of Launch & Pier Facilities

PERIOD OF USE: June 1, 2017 through May 31, 2018

This Right of Entry (the "ROE") is given subject to the following conditions:

1. The term of this ROE shall be from June 1, 2017 and run through May 31, 2018.
2. PETE'S SEWER SERVICE shall be authorized to utilize the facilities at Hampton Harbor Marina for the purpose of using the pier facilities in connection with its effluent disposal services it performs on behalf of NH Department of Environmental Services. PETE'S SEWER SERVICE agrees to work cooperatively with Pease Development Authority Division of Ports and Harbors and to abide by any reasonable restrictions on use which may be imposed to ensure the interests of the public at large are being served and met at the Premises.
3. [Reserved]
4. Use of the Premises by PETE'S SEWER SERVICE may be limited in the sole discretion of Pease Development Authority, Division of Ports and Harbors in order to ensure use and access to the Premises is not interfered with. Pease Development Authority, Division of Ports and Harbors agrees to work cooperatively with PETE'S SEWER SERVICE to accommodate its needs, if possible, during such periods of time.
5. PETE'S SEWER SERVICE's use of the Premises shall not adversely impact or interfere with the use of the Premises by the public or other individuals or entities authorized to use the facilities situated on the Premises.

Any expenses incurred by any agency of the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors to repair damages caused by

PETE'S SEWER SERVICE's use of the Premises shall be reimbursed by PETE'S SEWER SERVICE.

6. Pease Development Authority, Division of Ports and Harbors agrees to waive Pier Use and Right of Entry Fees for the use of the Premises provided Pete's Sewer Service is under contract with and /or performing services for the NH Department of Environmental Services.
7. PETE'S SEWER SERVICE shall indemnify, defend and hold the State of New Hampshire and Pease Development Authority, Division of Ports and Harbors harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
 - A. from any condition of the Premises including any building structure or improvement thereon for which PETE'S SEWER SERVICE has taken possession of hereunder;
 - B. from any breach or default on the part of PETE'S SEWER SERVICE to be performed pursuant to the terms of this ROE, or from any act or omission of PETE'S SEWER SERVICE, or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including dock and pier areas) arising out of or incidental to the use, management or control of the area(s) by PETE'S SEWER SERVICE and activities which are the subject to this ROE.
8. On or before the effective date of this ROE, PETE'S SEWER SERVICE shall provide Pease Development Authority, Division of Ports and Harbors with a certificate of insurance evidencing the existence of commercial general liability and/or automobile liability insurance protecting the parties hereto and naming the State of New Hampshire and Pease Development Authority, Division of Ports and Harbors as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, Pease Development Authority, Division of Ports and Harbors and PETE'S SEWER SERVICE in connection with uses authorized under this ROE, when such liability is imposed on account of injury or death of a person or persons or property damage. Said policy or policies shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than **\$1,000,000.00** per occurrence, and evidence of workers compensation coverage compensation coverage, as may required by the uses authorized under this agreement, to statutory limits, as applicable. Said public liability insurance policies shall; (i) except for workers compensation coverage, provide a waiver of subrogation in favor of the State of New Hampshire and the Pease Development Authority, Division of Ports and Harbors, and (ii) provide that such coverage shall be primary and non-contributing with respect to any coverage, self insured or otherwise, which is maintained by the State of New Hampshire or the Pease Development Authority, Division of Ports and Harbors.

Insurance provided pursuant to this ROE may not be canceled without providing at least thirty (30) days advance written notice by registered mail.

9. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of Pease Development Authority, Division of Ports and Harbors as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of Pease Development Authority, Division of Ports and Harbors is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch. 491:8 as the same may be amended.
10. PETE'S SEWER SERVICE may cancel this ROE by giving Pease Development Authority, Division of Ports and Harbors thirty (30) days advance notice in writing.
11. This ROE may be canceled by Pease Development Authority, Division of Ports and Harbors at any time without cause or in the event of the failure of PETE'S SEWER SERVICE to perform, keep, and observe any of the conditions of the ROE and the failure of PETE'S SEWER SERVICE to correct the default or breach within the time specified by Pease Development Authority, Division of Ports and Harbors by giving PETE'S SEWER SERVICE thirty (30) days written notice of cancellation. This ROE may be canceled immediately by Pease Development Authority, Division of Ports and Harbors in the event PETE'S SEWER SERVICE fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.
12. In the performance of this ROE PETE'S SEWER SERVICE is in all respects an independent contractor, and is neither an agent nor employee of the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors. Neither PETE'S SEWER SERVICE nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors nor is any ROE holder entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or Pease Development Authority, Division of Ports and Harbors to its employees.
13. In connection with the performance of this ROE, PETE'S SEWER SERVICE agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which shall impose any obligations or duties on PETE'S SEWER SERVICE including Title VI of the Civil Rights Act of 1964.
14. PETE'S SEWER SERVICE is responsible for obtaining all necessary permits (including, but not limited to a Pier Use Permit if applicable) and, if requested to, will provide copies of them to Pease Development Authority, Division of Ports and Harbors as required.
15. PETE'S SEWER SERVICE is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.

- 16. This ROE may not be assigned or transferred without the express written approval of the Pease Development Authority, Division of Ports and Harbors.
- 17. PETE'S SEWER SERVICE agrees to coordinate its activities hereunder with a representative of Pease Development Authority, Division of Ports and Harbors and agrees to comply with all reasonable requests of said agency and with all applicable rules and regulations of the Hampton Harbor Marina.

**PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors**

Date: _____

David R. Mullen, Executive Director

PETE'S SEWER SERVICE

Date: _____

Name: Peter S. Johnson
Title: Owner/Authorized Representative

MOTION

Director Loughlin:


The Pease Development Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Captain Bob's, LLC of Hampton, New Hampshire, for the use of a concession building in Hampton, NH through June 30, 2020, and attached hereto; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 6, 2017 attached hereto.

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PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: June 6, 2017
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: Right of Entry: Captain Bob's LLC - Hampton

Captain Robert W Tonkin, d/b/a, Captain Bob's LLC, has submitted a request to the Division of Ports and Harbors for a Right of Entry (ROE) to pick up and discharge passengers from the Hampton Harbor Marine Facility. Captain Tonkin currently has a ROE in his name and has recently registered business with the Secretary of State as a Limited Liability Corporation (LLC).

The Division has reviewed the request and recommends that the PDA Board of Directors approve the Right of Entry for Captain Bob's LLC, in accordance with the following terms and conditions:

TERM: Three (3) years commencing July 1, 2017 through June 30, 2020;

FEES: \$10.00 per foot of the vessel Commercial Pier-Use Permit where applicable, \$1,000.00 for the first year for ground rental for location of concession building, Second and Third year to be negotiated;

INSURANCE: Minimum insurance coverage, to include Protection and Indemnity Insurance, in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage equal to minimum statutory levels as required by New Hampshire State law, automobile liability coverage in a minimum amount of \$1,000,000.00 and commercial general liability in a minimum amount of \$1,000,000.00, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at the Rye and Hampton Marine Facilities;

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

MOTION

Director Lamson:


The Pease Development Board of Directors hereby authorize the Executive Director to complete negotiations and execute a contract with Appledore Marine Engineering, LLC of Portsmouth, New Hampshire, for the purpose of On-Call Marine Engineering services for a three-year term with two one-year options; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 8, 2017 attached hereto.

N:\RESOLVES\2017\DPH-OnCallMarineEngROE 0617.docx



555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: June 8, 2017
To: PDA Board of Directors
From: Geno Marconi, Division Director 
Subject: On Call Marine Engineering Services Contract

In accordance with the Pease Development Authority CHAPTER 200 RULES OF PROCEEDURE, PART 201 CONSULTANT SELECTION PROCESS and by direction of the Executive Director, on March 09, 10 and 12, 2017, the PDA Division of Ports and Harbors, with the assistance of the PDA Engineering Department, advertized in two (2) regional newspapers a Request for Qualifications (RFQ) for On Call Marine Engineering Services. There were five (5) respondents to the advertisement:

Appledore Marine Engineering, LLC
Portsmouth, NH

Childs Engineering Corporation
Bellingham, MA

Collins Engineers, Inc
Portsmouth, NH

COWI North America, Inc
Braintree, MA

PARE Corporation
Foxboro, MA

The Executive Director, in accordance with Section 201.07, established a selection committee for the purpose of selecting and interviewing the three (3) respondents that best fit our needs. The selection committee included the following:

Geno Marconi, Division Director
Maria Stowell, Director of Engineering
Tracy Shattuck, Chief Harbor Master
Grant Nichols, Deputy Chief Harbor Master
Whitney Anderson, Port Operations Manager
Roger Groux, Division of Ports and Harbors Advisory Council

Firm Experience:

- Underwater Inspections
- Analysis/Design/Drawings
- Operations
- Construction Phase Services
- Cost Estimating

Local Experience:

- DES Permitting
- Working in Piscataqua River

Personnel:

- Experience
- Number of Employees
- Variety of Disciplines

Project Manager:

- Years of experience

Project Approach

The committee unanimously concurs, that Appledore Marine Engineering, LLC, scored highest among the respondents.

Therefore the Division of Ports and Harbors recommends that the Pease Development Authority authorize the Executive Director to complete negotiations and enter into a contract with Appledore Marine Engineering LLC. to provide On Call Marine Engineering Services.

REQUEST FOR QUALIFICATIONS

MARINE ENGINEERING SERVICES

The Pease Development Authority (PDA) requests Statements of Qualifications (SOQ) from firms/teams interested in providing Marine Engineering Services on an as-needed basis in conjunction with the on-going operations at the Division of Ports and Harbors (DPH) facilities.

A complete Scope of Services is available by contacting the DPH at 603-436-8500 or at the DPH website www.portofnh.org.

The successful firm or team of firms must have the capacity and capability to provide services commensurate with the tasking outlined in the Scope of Services and must have documented experience in work at marine facilities.

This is not a Request for Proposals.

Qualifications packages must be submitted **in triplicate** to the offices of the

Division of Ports and Harbors
Attention: Geno J. Marconi, Director
555 Market St.
Portsmouth, NH 03801

no later than 4:00 p.m. on April 07, 2017. Late submittals will not be accepted or evaluated. The outside of the envelope shall be labeled "Marine Engineering Services."

**REQUEST FOR QUALIFICATIONS
SCOPE OF SERVICES**

MARINE ENGINEERING SERVICES

The Pease Development Authority (PDA) requests Statements of Qualifications from professional engineering firms interested in providing marine engineering services on an as-needed basis in conjunction with the on-going operations at the Division of Ports and Harbors (DPH) facilities. These facilities include the Market Street Marine Terminal, the Portsmouth Commercial Fish Pier, Hampton Harbor Marine Facility and Rye Harbor Marine Facility. The selected firm(s) should anticipate tasking associated with the following types of projects:

1. Assist with planning for future improvements. Planning projects may include evaluations, conceptual designs, recommendations, and cost estimating;
2. Detailed design work for DPH projects including geotechnical and structural analysis and design, hydrographic and hydrodynamic analysis, the preparation of construction contract drawings and specifications, underwater inspections, construction inspection and administration;
3. Full range of municipal, state and federal permitting;
4. Evaluation of impacts of proposed operations;
5. Other tasks as defined by DPH.

Some projects will require the consultant to interact with local, state and federal agencies on behalf of DPH and may involve the procurement and administration of grants. Experience with federally-funded projects is desired.

The successful firm or team of firms must have the capacity and capability to provide marine engineering services commensurate with the tasking mentioned above, on an as-needed basis. Statements of Qualifications should include as a minimum: a description of relevant experience; qualifications of personnel (with emphasis on project manager(s)/directors); ability to provide underwater inspections and evaluations; capacity to provide on-call services in a timely manner; location of the office(s) where work will

be undertaken; computer aided design and drafting capabilities; references, and any other pertinent information which might be used in the DPH's selection process.

This is not a Request for Proposals.

Qualifications packages must be submitted **in triplicate** to the offices of the

Division of Ports and Harbors
Attention: Geno J. Marconi, Director
555 Market St.
Portsmouth, NH 03801

no later than 4:00 p.m. April 07, 2017. Late submittals will not be accepted or evaluated. The outside of the envelope shall be labeled "Marine Engineering Services." DPH will not be conducting site visits or any pre-submittal meetings in conjunction with this RFQ process. Inquiries may be directed to the Division of Ports and Harbors by calling 603-436-8500.

It is the intent of the DPH to review all qualifications packages timely received, and to select 3 to 5 submissions for further consideration. Interviews may be required as part of the final selection process, depending on the number and quality of submissions received. It is anticipated that an agreement will be negotiated with the firm(s) deemed most highly qualified. The DPH reserves the right to reject any and all submissions, and to accept any submission deemed to be in its best interest.

treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on March 9, 2017.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By its Attorneys,
Elena Peterson, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201701-0445 - YEL

(UL - Mar. 12, 19, 26)

Legal Notice

**NH Department of Education
Request for Proposals (RFP)
MATHEMATICS AND SCIENCE
PARTNERSHIP (MSP) GRANT**

The Department of Education is seeking proposals from eligible partnerships that provide professional development activities that are designed to improve mathematics and science teachers' content knowledge and teaching skills, and that lead to improved student learning. Interested bidders may obtain a copy of the Request for Proposals on the NH Department of Education website at <http://www.education.nh.gov/rfp/index.htm>. The deadline for receipt of proposals is 4:00 pm, Friday, March 31, 2017.
(UL - Mar. 12, 13, 14)

Legal Notice

**PUBLIC NOTICE
REQUEST FOR BIDS**

The State of New Hampshire is soliciting bids for Monochrome Production Printer Rental and Service. See Bid #Graphics 2017-02 at http://das.nh.gov/purchasing/bids_posteddt.asp?sort=PostedDate%20DESC. or contact Bureau of Graphic Services, 271-3205. The bid submission deadline is 11:00 a.m. Wednesday, March 22, 2017.
(UL - March 10, 12, 13)

Legal Notice

Request for Proposals: The Hillsborough County Board of Commissioners is requesting submission of proposals from responsible bidders for an **In-House Drug Treatment Program Consultant for Corrections** which will include all specifications listed within the proposed documents, for the correctional facility under the jurisdiction of the Hillsborough County Department of Corrections.

Bid Specifications: Will be available for pick up March 13, 2017 through March 17, 2017 between 8:00 am and 4:00 pm at the Hillsborough County Department of Corrections, 445 Willow Street, Manchester, NH 03103. Bid packets must be picked up. Requests to fax or mail packets will not be considered.

(UL - March 7)

on
Friday, April 21, 2017

at
3:00 p.m.

Said sale being located on the mortgaged premises and having a present address of 77 West Street, Milford, Hillsborough County, New Hampshire. The premises are more particularly described in the Mortgage.

For mortgagor's(s) title see deed recorded with the Hillsborough County Registry of Deeds in Book 5714, Page 156.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The address of the mortgagee for service of process is 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005 and the name of the mortgagee's agent for service of process is Elizabeth Myers, c/o Seterus, Inc..

You can contact the New Hampshire Banking Department by e-mail at nhbd@banking.nh.gov. For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

The Property will be sold subject to all unpaid real estate taxes and all other liens and encumbrances which may be entitled to precedence over the Mortgage. Notwithstanding any title information contained in this notice, the Mortgagee expressly disclaims any representations as to the state of the title to the Property involved as of the date of the notice of the date of sale. The property to be sold at the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00) Dollars in the form of a certified check or bank treasurer's check or other check satisfactory to Mortgagee's attorney will be required to be delivered at or before the time a bid is offered. The successful bidder(s) will be required to execute a purchase and sale agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Dated at Newton, Massachusetts, on February 13, 2017.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201505-0449 - TEA

(UL - Mar. 5, 12, 19)

liability insurance for \$2 million with the Town of Milton listed as an additional insured. Contractors should also provide recommendations from previous work on historical buildings.

Interested bidders are instructed to be available for an on-site walk-through Thursday March 23, 2017 at 4:30. This walk-through will be made with Pat Smith, Director of Milton Public Works with details being explained. Plans and detailed Scope of Work will be available at that time.

All bids must be submitted to: Town of Milton, Attention Heather Thibodeau, 424 White Mountain Highway, PO Box 310, Milton, NH 03851. All bids must be in a sealed envelope. All bids must have the following words written on the outside of the envelope: "Milton Free Public Library Bid". Deadline for bid submission is Monday, April 6, 2017 at 12 Noon.

All bids will be publically opened at the next available Board of Selectmen's meeting in open session. The Board of Selectmen reserves the right to reject any bid.

(UL - Mar. 12)

Legal Notice

**PUBLIC NOTICE
INVITATION TO BID**

The State of New Hampshire, Department of Administrative Services, is seeking proposals from qualified vendors to provide administration services for the State's **medical benefits program**. Specifications may be obtained at www.das.nh.gov/purchasing **RFP # 2017-192**. To qualify, proposals must be submitted to the Bureau of Purchase and Property no later than 2:00 P.M. on Wednesday, April 19, 2017.

Danielle Bishop
Department of Administrative Services
(UL - March 10, 12, 13)

Legal Notice

**REQUEST FOR QUALIFICATIONS
MARINE ENGINEERING SERVICES**

The Pease Development Authority (PDA) requests Statements of Qualifications (SOQ) from firms/teams interested in providing Marine Engineering Services on an as-needed basis in conjunction with the on-going operations at the Division of Ports and Harbors (DPH) facilities.

A complete Scope of Services is available by contacting the DPH at 603-436-8500 or at the DPH website www.portofnh.org.

The successful firm or team of firms must have the capacity and capability to provide services commensurate with the tasking outlined in the Scope of Services and must have documented experience in work at marine facilities.

This is not a Request for Proposals. Qualifications packages must be submitted in **triplicate** to the offices of the

Division of Ports and Harbors
Attention: Geno J. Marconi, Director
555 Market St.

Portsmouth, NH 03801
no later than 4:00 p.m. on April 07, 2017. Late submittals will not be accepted or evaluated. The outside of the envelope shall be labeled "Marine Engineering Services."
(UL - Mar. 9, 10, 12)

55844

NH Port Authority