

PEASE DEVELOPMENT AUTHORITY
Thursday, November 16, 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: October 19, 2017*
- III. Public Comment
- IV. Old Business
- V. Golf Committee Report*
 - A. Reports
 - 1. FY2018 Capital Schedule
 - a. Patio Canopy Design*
 - b. Clubhouse and Dining Room Enhancements*
- VI. Finance*
 - A. Reports
 - 1. Operating Result for 3 Month Period Ending September 30, 2017*
 - 2. Nine Month Cash Flow Projections to July 31, 2018*
 - 3. Semi-Annual Filing – Revolving Loan Fund at September 30, 2017
- VII. Licenses/ROE/Easements/Rights of Way/Options
 - A. Reports
 - 1. Seacoast Helicopters – North Apron – ROE*
 - 2. Great Circle Catering – ROE Extension*
 - B. Approvals
 - 1. Jalbert Leasing, Inc. dba C&J Bus Lines – ROE* (Lamson)
- VIII. Leases
 - A. Reports
 - 1. 25, 29 Retail, LLC – Triple Crown Consulting, LLC*
 - B. Approvals
 - 1. Wentworth Douglas Hospital – Design Plan* (Torr)
 - 2. 1 International Drive – Marriott Expansion* (Loughlin)
 - 3. 104 Grafton Drive – Concept Plan* (Bohenko)
 - 4. Seacoast Helicopters – MOU* (Preston)
 - 5. Seacoast Helicopters – Concept Plan* (Allard)

IX. Contracts/Agreements

A. Reports*

1. Dell, Inc. – Time Clock Kiosks
2. Eckhardt & Johnson, Inc. – HVAC Repairs

B. Approvals

1. Design of Terminal Expansion* (Preston)

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* (Lamson)
2. Energy Management Consultants, Inc. – Exterior Lighting Improvement Project – PSM* (Loughlin)
3. Flight Information Display through OAG – PSM* (Bohenko)
4. Nachurs Alpine Solutions Industrial – Sodium Formate* (Torr)
5. Nachurs Alpine Solutions Industrial – Potassium Acetate* (Allard)
6. Holliston Sand Company, Inc. – Runway Sand* (Lamson)

XI. Division of Ports and Harbors

A. Reports

1. Port Advisory Council

B. Approvals

1. DiTucci Petroleum Carriers, Inc. d/b/a Lawrence Tank – ROE* (Preston)
2. Gauron Fisheries, Inc. dba Gauron Kayak Rentals – ROE* (Torr)

XII. New Business

XIII. Upcoming Meetings

Board of Directors December 14, 2017 (Board photos immediately following meeting)

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

XIV. Directors' Comments

XV. Non-Public Session* (Allard)

1. Acquisition, Sale or Lease of Property

XVI. Vote of Confidentiality* (Loughlin)

XVII. Adjournment

XVIII. Press Questions

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

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

Thursday, October 19, 2017

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

I. Call to Order

Vice-Chairman Loughlin called the meeting to order at 8:39 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire. Vice-Chairman introduced the new Chairman, Kevin H. Smith and welcomed him to the PDA Board of Directors.

II. Acceptance of Minutes: September 21, 2017

Director Allard moved and Director Preston seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the September 21, 2017 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comments

There were no public comments.

IV. Old Business

A. Approvals

1. Lonza Biologics, Inc. – Iron Parcel Agreement Extension

Director Torr moved and Director Lamson seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to extend the Option with Lonza Biologics, Inc. (“Lonza”) for the premises known as the Iron Parcel located at 70/80 Corporate Drive, effective January 1, 2018 for a period of five (5) years at a fee of \$35,318 for each six (6) month period; all on substantially the same terms and conditions set forth in the memorandum from David R. Mullen dated October 10, 2017, attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

2. NHDOT and PDA/DPH – Project Agreement Sarah Mildred Long Bridge

Director Torr moved and Director Preston seconded that **The Pease Development Authority Board of Directors, consistent with its resolution on August 10, 2017, hereby authorizes the Executive Director to execute the New Hampshire Department of Transportation (“NHDOT”) and PDA Division of Ports and Harbors (DPH) Project Agreement, attached hereto, and further authorizes him to take all other action necessary or appropriate to facilitate and implement the functional replacement of the Barge Dock at the Market Street Terminal.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

V. **Finance**
A. **Independent External Audit Examination**
1. **Reports**

Irv Canner, PDA Director of Finance, introduced Mark LaPrade and Robert Smalley from Berry, Dunn, McNeill and Parker, LLC (“Berry, Dunn”) to report on the Independent External Audit Examination.

- a. **Management Representation Letter**
- b. **Executive Summary of Audit Engagement**
- c. **Auditor Required Communication Letter**

Mr. Smalley, Senior Manager at Berry, Dunn, discussed the Management Representation Letter and provided a summary of the PDA’s external audit reflecting that there were no corrections, material weaknesses or material deficiencies and that it was a very smooth audit. Mr. Smalley further reported on the Required Auditor Communications. In response to Director Bohenko’s statement that if anything is to be read in the audit, the Management’s Discussion & Analysis (“MD&A”) should be a priority, Mr. Smalley responded that the MD&A is a great place to start to get a feel for the financial story of the PDA.

Mr. LaPrade, Principal at Berry, Dunn, reported on the Auditor’s Report on the Financial Statements, the Financial Statement Highlights and the Uniform Guidance Audit portion of the audit. Mr. LaPrade discussed what Berry, Dunn looks at during the audit. Mr. LaPrade further discussed the Financial Statement Highlights of the PDA including cash, capital expenditures and pension liability. In response to Mr. Bohenko’s question about the operating loss listed in the Statements of Revenues, Expenses and Changes in Net Position, Mr. LaPrade explained that the difference between cash and operating loss is depreciation. He further reported on the Uniform Guidance Audit procedures and that they tested the Airport Improvement Program and their findings. Mr. LaPrade discussed PDA’s internal controls over compliance and discussed finding capital assets in service which still considered construction-in-progress which have been corrected.

Mr. Smalley discussed the GASB 75 regarding pension liability. In response to Director Bohenko’s question about from where the retirement numbers come, Mr. Canner explained that the State of NH provides those numbers and the figures are always in arrears (one year behind). In response to Director Lamson’s question regarding the calculation at the age of 65 for pension benefits, Mr. LaPrade reported that the calculation is from the NH Retirement System reports, not the PDA. Attorney Hinchee stated that the figure is a formula within the State plan and calculated at the State level. Mr. Canner reported that the liability is allocated between the Port and PDA separately.

Mr. Smalley discussed the GASB 87 regarding leases as emerging issues, future lease revenues and deferred inflow.

- 2. **Approvals**
 - a. **Certified Financial Statements and the Uniform Guidance Audit of Federal Awards**

Director Allard moved and Director Preston seconded that **The PDA Board of Directors accepts receipt of the Certified Annual Financial Statement for the years ended June 30, 2017 and 2016 and the Uniform Guidance Audit of Federal Awards for the year ended June 30, 2017; all as prepared and submitted by the PDA's independent auditor, Berry, Dunn, McNeill and Parker, LLC; and further authorizes the Executive Director to forward the Certified Financial Statement to the State of New Hampshire for inclusion in the Comprehensive Annual Financial Report.** Discussion: Director

Bohenko, as Audit Committee Chairman, thanked Mr. Canner for his work in conjunction with preparing for the audit. Disposition: Resolved by unanimous vote for; motion carried.

B. Financial Reports

1. Operating Results for Two Month Period Ending August 31, 2017

Irving Canner, PDA Director of Finance, reported on the status of PDA for the two-month period ending August 31, 2017. PDA's operating revenues versus budget were up by approximately 3.9% and the operating costs were down by approximately 1.4%. Mr. Canner reviewed the status of personnel. PDA has two positions open, 61 benefitted positions and the payroll last week was 133 employees. Operating budget for salaries is \$4.7 million and we are in line with that right now.

Mr. Canner discussed the operating expenses including utilities and professional services. The biggest budget variance is with professional services. The fiscal year budget for legal expenses is \$500,000. The biggest expense for legal is the CLF initiative. Mr. Canner discussed fuel revenue and costs.

Mr. Canner reviewed the Balance Sheet, discussing cash balances and the breakdown between restricted and unrestricted funds. The net pension liability figure of \$5.4 million based on the NH Retirement System information and is based on a June 30, 2016 valuation figure. Mr. Canner discussed the Construction In Process ("CIP") and that so far this year, we have spent approximately \$500,000 in capital money. Two major projects this year were the Obstruction Removal Project at the Portsmouth International Airport at Pease ("PSM") and the Taxilane Pavement and Drainage Construction Project at Skyhaven Airport ("DAW"). The Golf Course at Pease had approximately \$60,000 in new equipment. In response to Director Lamson's question regarding the new seating at PSM, Mr. Brean reported that it is going well.

Mr. Canner discussed the Revolving Line of Credit ("RLC") and reported that we have not had to use any funds from it this fiscal year.

Mr. Canner discussed the individual business units. PSM had approximately 71,000 enplanements so far this year. In response to Director Preston's question if we get more money from the federal government if we have more enplanements, Mr. Canner reported that we have a target number for the base amount and we do not get more money for more enplanements. DAW operating deficit so far this year is \$11,000. Mr. Canner discussed the Net Cash Flow since taking on DAW in 2009, operating deficit and the loss on a cash flow basis to date is \$2.2 million. The Golf Course has operating revenues so far of approximately \$822,000 which approximately 13% over budget and net operating expenses slightly above budget but net operating income of \$352,000. Golf fees from non-member play have driven the positive revenue stream. As of August, approximately 39,000 rounds of golf have been played compared to 41,000 last year of this time due to the later start this year. Bar and Grill sales continue to exceed last year's figures. The Tradeport operating income was approximately \$1.6 million and the operating revenue of approximately \$1.7 million. The Port Authority ("DPH") had operating revenue of approximately \$535,000 at the end of August. The operating income was \$90,000 and operating expenses of \$445,000. Mr. Canner discussed the separate balance sheets for each of the business units.

2. Nine Month Cash Flow Projections to June 30, 2018

Mr. Canner reviewed PDA cash flow projections for the nine month period ending June 30, 2018 including sources of funds for grant funded and non-grant funded projects. Cash Flow closing fund balance is project to be \$4.4 million by the end of June 2018. Grant capital expenditures will be \$5.7 million and non-grant related expenditures of about \$540,000. The municipal services fee will be paid to the City of Portsmouth in January 2018 and the debt payment to the City of \$116,000 in February 2018.

The cash flow for the DPH will drop in the January/February time frame and should increase again in March when the mooring permits are collected.

In response to Director Preston's question of how close we are to fully funding our pension liability, Mr. Canner reported that if we had to write a check right now it would be an estimated amount of \$5.4 million.

VI. Licenses/ROE/Easements/Rights of Way/Options

A. Reports

1. Wentworth Douglas Hospital – ROE

David Mullen, PDA Executive Director, reported on the ROE issued to Wentworth Douglas Hospital for site investigation purposes of the premises located at 67 Corporate Drive and 121 Corporate Drive.

2. US Air Force – ROE

Mr. Mullen reported on the ROE issued to the US Air Force for the purpose of conducting site investigation, wetlands delineation and survey work in connection with the planned removal of abandoned fuel pipelines on property owned by PDA.

VII. Leases

A. Reports

1. 75 New Hampshire, LLC – Global Aquaculture Alliance, Ltd.

Mr. Mullen reported that 75 New Hampshire, LLC entered into a sublease with Global Aquaculture Alliance, Ltd. for 13,050 square feet at 85 New Hampshire Avenue for a base term of seven years with one seven-year option. Director Lamson approved the sublease. Director Loughlin stated that he was familiar with Global Aquaculture Alliance, Ltd. through some non-profit work and that they *monitor* fish farms.

2. 222 International, LP – Accellion, Inc.

Mr. Mullen reported that 222 International, LP entered into a sublease with Accellion, Inc. for 3,310 square feet at 195 New Hampshire Avenue for a period of three years. Director Lamson approved the sublease.

B. Approvals

1. Port City Air, Inc. – Ground Handling Agreement Extension

Director Preston moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute an extension of Lease Amendment No. 4 with Port City Aircraft Repair, Inc. ("Port City") for the purpose of extending the Port City Ground Handling Agreement from October 1, 2017 through September 30, 2018 with four (4) one (1) year options on the terms and conditions set forth in the Eleventh Extension of Lease Amendment No. 4 attached hereto and subject to all other terms and conditions of the Lease and Ground Handling Agreement remaining in full force and effect. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Allegiant Air, LLC – Lease Extension

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Amendment No. 4 of the Terminal Lease & Airfield Operating Agreement with Allegiant Air, LLC (“Allegiant”); in accordance with the memorandum from Mark H. Gardner, Deputy General Counsel, dated October 10, 2017, and upon substantially similar terms and conditions contained in draft Lease Amendment No. 4, attached hereto. Discussion: None. 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. Lithonia Lighting – LED Light Replacement at Golf Course at Pease

PDA contracted with Lithonia Lighting for the replacement of eight LED lights at the Golf Course at Pease. The expenditure of \$1,878.06.00 was approved by Director Allard.

B. Approvals

1. Moulison, LLC – Light Replacement/Pole Painting at DAW

Director Loughlin moved and Director Bohenko seconded that **The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Moulison, LLC in a total amount not to exceed \$28,000.00 for replacement of LED lights on the poles and the painting of the poles at Skyhaven Airport; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated October 11, 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 replacement of the lights is an emergency situation and advertising and bidding the project would unduly delay the required replacement work which needs to be attended to as soon as possible; and**
2. **The painting of the light poles is necessary but is not an emergency, however, the cost of mobilizing the equipment rental, it is most economical to have it done at the same time as the light replacement.**

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

2. SSE, LLC dba Horizons property Services & Landscaping – Snow Plowing

Director Bohenko moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract with SSE, LLC dba Great Horizons Property Services & Landscaping (“Great Horizons”) of Brentwood, NH, for the purpose of providing snow removal services at Pease International Tradeport for an initial period of one (1) year and four options of one (1) year each on mutually acceptable terms exercisable at the sole**

discretion of the Executive Director of Pease Development Authority, subject to Great Horizons receiving certification from the New Hampshire Green Snow Pro Certification no later than December 1, 2017; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated October 12, 2017. Discussion: In response to Director Loughlin's observation that the use of sand was listed in the bid documents and the pavement is porous and will clog, Paul E. Brean, Airport Director, responded that prior to the snow plow season, this issue will be addressed with SSE, LLC. Disposition: Resolved by unanimous vote; motion carried.

X. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course and that this Sunday will be the last organized outing being held at the Golf Course and 88 players are scheduled to play. Mr. DeVito thanked the staff. Everyone that played so far this year is back on the calendar for next year. Mr. DeVito reported that the turf management process is still ongoing and they will be aerating the lower 9 holes. The Golf Course will have only 18 holes open starting week after next. The winter simulator league will be starting on Monday.

2. Airport Operations

Mr. Brean reported on aviation activities.

a) PSM

There were approximately 10,000 enplanements this month at the Airport and approximately 80% of that number of passengers were troop passengers. Although 100,000 enplanements is not an official benchmark, that number is significant when the airport seeks additional funding and enters agreements with concessionaires, and advertisers. Due to an uptick in enplanements we have seen increases in concessions and car rentals at PSM. Pease tenant, Gigunda Group, implemented Duracell Battery's Power Forward Campaign delivering 1 million in batteries and rugged off-road vehicles that host emergency power and communications to Puerto Rico to assist in the relief efforts there. In response to Director Allard's question regarding Allegiant's schedules, Mr. Brean indicated that Myrtle Beach is suspended for the season, Ft. Lauderdale service has been eliminated due in part to the phasing out of MDEC aircraft and the acquisition of newer Airbus aircraft but Allegiant has added more frequency to the Punta Gorda/Ft. Myers and Sanford/Orlando flights. Allegiant expects to run the Tampa/St. Pete flights during spring break season.

b) Skyhaven Airport

Mr. Brean reported that Skyhaven has been doing more marketing.

c) Noise Line Report

Mr. Brean thanked Directors Lamson and Preston for their support at the recent Noise Compatibility Meeting. There were a total of 113 noise inquiries at PSM during the month of September. There were 35 inquiries regarding rotor activities; originating from three residences in Portsmouth, one in Rye and one in Newington; 30 of the 35 complaints were from one Portsmouth residence. There were 78 inquiries regarding fixed wing activities from one resident in Newmarket, one in Portsmouth and one in Greenland. The Newmarket resident was responsible for 76 of the calls.

B. Approvals

1. Bills for Legal Services

Director Preston moved and Director Allard seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$23,795.50 for the following legal services rendered to the Pease Development Authority:**

1.	Kutak Rock LLP		
	General/Through August 31, 2017	<u>\$266.50</u>	
			\$266.50*
2.	Sheehan Phinney Bass + Green PA		
	CLF/Through August 31, 2017	<u>\$23,529.00</u>	
			<u>\$23,529.00</u>
	Total		<u>\$23,795.50</u>

*City of Portsmouth will pay the remaining balance. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

XI. Division of Ports and Harbors

Geno J. Marconi, Division Director, reported on the Division activities and the approvals sought before the board represent the current business at the Port.

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council held a meeting on October 11, 2017. They had adjourned for a couple of months, but met in September to get an update on the Port.

2. Business Development, Nova Scotia

Mr. Marconi reported on his trip to Nova Scotia. Captain Monroe with HDR, Inc. has done a lot of port studies. There have been changes in municipal government, particularly in Yarmouth. Captain Monroe arranged meetings with several companies. The focus of this trip was to begin discussions for future freight services and create opportunities with the Port of Halifax. In response to Director Bohenko's question about the MBTA ferry service and the potential for picking up some of those routes, Mr. Marconi indicated that all of the ferry service that MBTA has is contracted with Rick Nolan and Boston Harbor Cruises.

3. Isle of Shoals Steamship Company – Parking Agreement

Mr. Marconi reported that the Pease Development Authority-Division of Ports and Harbors contracted with the City of Portsmouth ("COP") for use by COP employees of certain parking spaces at 315 Market Street from November 1, 2017 through April 30, 2018.

B. Approvals

1. Jocelyn Marine Services – ROE

Director Torr moved and Director Allard seconded that **The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Jocelyn Marine Services, Inc. of Salisbury, Massachusetts, to provide boat hauling and launching services at the Hampton Harbor Marine Facility through June 30, 2020, and attached hereto; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated October 9, 2017 attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

2. Appledore Marine Engineering – Routine Condition Inspection

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, LLC (“AME”), in a total amount not to exceed \$24,600.00 for the routine condition inspection of the Portsmouth Commercial Fish Pier and approves the expenditure from the Harbor Dredging and Pier Maintenance Fund; all in accordance with the memorandum of Geno J. Marconi, dated October 9, 2017, attached hereto.** *Note: Director Preston left the room at 9:46 a.m. and returned at 9:51 a.m.* Discussion: None. Disposition: Resolved by five votes for (Director Preston was absent for the vote), motion carried.

3. Appledore Marine Engineering – Vessel Service Power Replacement

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, LLC (“AME”), in a total amount not to exceed \$12,793.00 for the design of the replacement of the Vessel Service Power system at the Portsmouth Commercial Fish Pier and approve the expenditure from the Harbor Dredging and Pier Maintenance Fund; all in accordance with the memorandum of Geno J. Marconi, dated October 9, 2017, attached hereto.** Discussion: None. Disposition: Resolved by five votes for (Director Preston was absent for the vote), motion carried.

4. NAS Fuels, LLC – ROE

Director Bohenko moved and Director Allard seconded that **The Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to NAS Fuels, LLC dba Atlantic Fuels, Inc., for the purpose of fuel dispensing pursuant to the terms and conditions set forth in the memorandum of Geno Marconi, Division Director, dated October 13, 2017, attached hereto.** Discussion: None. Disposition: Resolved by five votes for (Director Preston was absent for the vote), motion carried.

XII. New Business

A. Approvals

1. Granite State Minerals, Inc. – License and Operating Agreement

Director Lamson moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with Granite State Minerals, Inc. and to execute a License and Operating Agreement for use of a portion of the Market Street Terminal on terms and conditions substantially similar to those set forth in the draft Letter of Intent, attached hereto.** Discussion: Director Preston recused himself due to his relationship with the Mahoney family. Disposition: Director Preston abstained from voting. Resolved by five votes for; motion carried.

XIII. Upcoming Meetings

Lynn Hinchee, Deputy Executive Director and General Counsel, pointed out to the Board that the December Board of Directors meeting is scheduled for December 21, 2017 and suggested moving the December meeting to December 14, 2017. The Directors discussed it and decided to hold the December meeting on December 14, 2017. Chairman Smith reported that the following meetings will be held:

Golf Committee	November 13, 2017
Finance Committee	November 13, 2017
Board of Directors	November 16, 2017

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

XIV. Directors' Comments

Director Preston welcomed Chairman Smith and commented that the meeting was well run. Chairman Smith complimented the PDA staff on how well the agenda is outlined.

XV. Adjournment

Director Lamson moved and Director Allard seconded to **adjourn the Board meeting**. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. Meeting adjourned at 9:55 a.m.

XVI. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

PEASE DEVELOPMENT AUTHORITY

Monday, November 13, 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: August 7, 2017*
- III. Public Comment
- IV. Old Business
- V. New Business
 - A. Reports*
 - 1. FY2018 Capital Schedule
 - a. Patio Canopy Design
 - b. Clubhouse and Dining Room Enhancements
- VI. Public Comment
- VII. Upcoming Meetings
 - Finance Committee November 13, 2017 – 8:30 a.m.
 - Board of Directors November 16, 2017 – 8:00 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

MEMORANDUM

COPY

To: David R. Mullen, Executive Director *DM*
From: Scott DeVito, PGA General Manager *SDV*
Date: November 3, 2017
Subject: Patio Covering Upgrades

This memo is being submitted to recommend an adjustment to the golf course capital expenditures schedule to cover the expense of the patio covering upgrades in FY19 and FY20. We expect making these adjustments to the CIP schedule will allow us to cover all the costs associated with the new patio cover while not overly stressing the golf course equipment replacement cycle or any other capital needs.

With an initial budget of \$65,000 we looked at the option of purchasing a seasonal tent similar to the tent the course rents each season. After further review of installation costs of gutters, the required anchoring ropes that would be in the high traffic flow areas of the walkways, and how the structure tied into the building it was determined it was not the best way to proceed. We then investigated a year-round hard cover option for the patio, but felt the expense was too high. The hard covers would also significantly diminish natural light from the interior restaurant.

The attached files are an example of a 3-season cover we feel will work better and is a less expensive alternative to the hard cover. This product is being used by many local restaurants. The attached photos are of the patio cover at Popovers in Epping, NH.

The initial step in deploying a new patio cover would be the design phase, expected to start in FY19. We would seek approval from the golf committee to work on a design / build project with PDA's retained architect firm Turner Group creating initial design specifications. If proceeding with the design phase is approved, working with Turner Group we would return to the golf committee with a formal design, and anticipated costs to complete the project in March of 2019.

Below are preliminary estimates of the project expenses. Also included are estimates of projected increased revenue that would be generated from the upgrades.

Item	Estimated Cost
Patio Covering Design	\$ 30,000
Patio Covering, Sides & Frame	\$ 70,000
Patio Lighting & Fans	\$ 10,000
Patio Heating	\$ 10,000
Bar Enhancements	\$ 15,000
Electrical & Plumbing	\$ 30,000
Tables & Chairs	\$ 10,000
Total	\$ 175,000

The total expenses not to exceed the proposed \$175,000.

Thank you for your consideration in this matter.

PEASE DEVELOPMENT AUTHORITY
 CAPITAL IMPROVEMENT PLAN- DRAFT
 FY 2017- FY 2023

CURRENT CAPITAL EXPENDITURES SCHEDULE

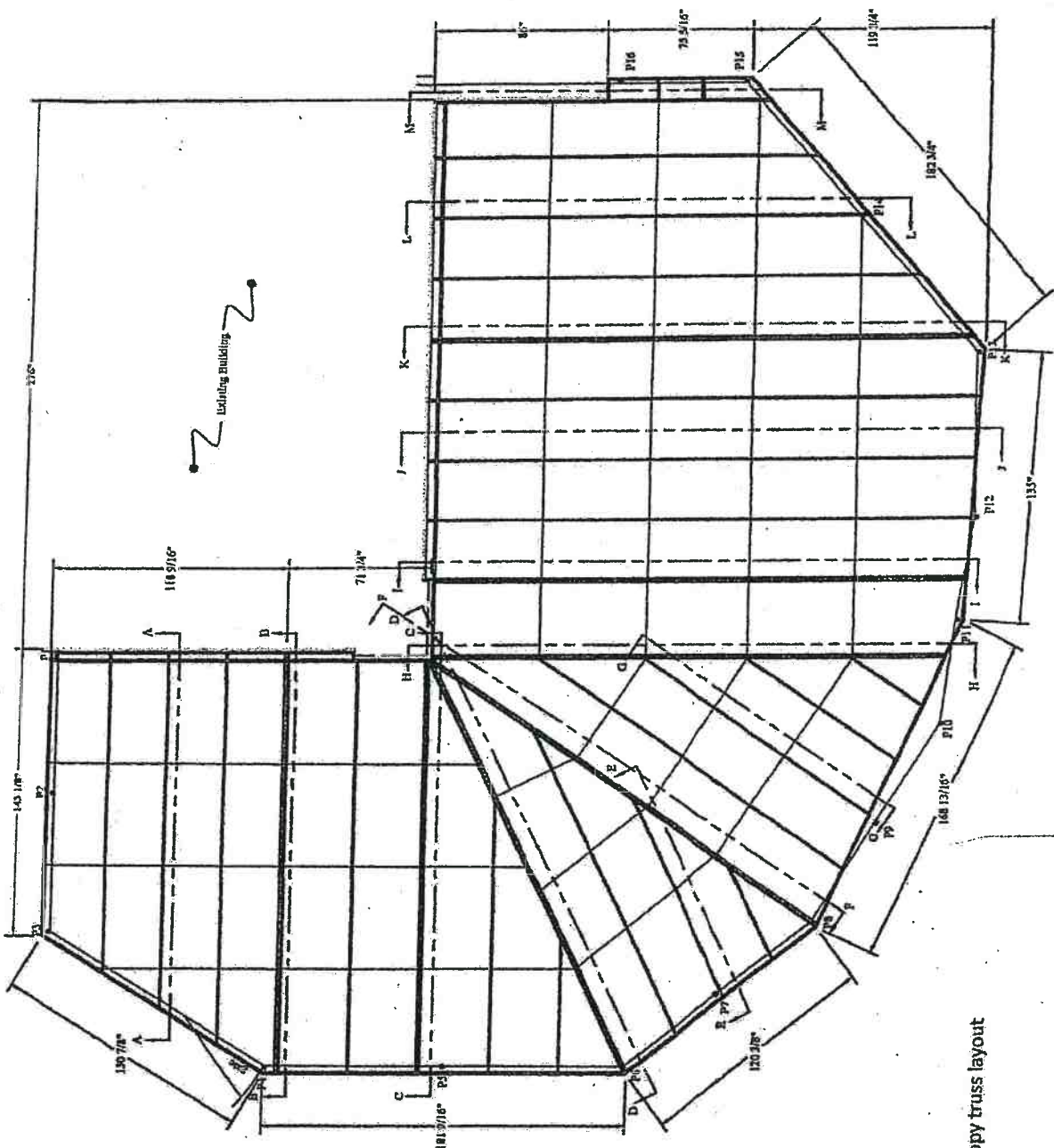
PROJECTED CAPITAL EXPENDITURES- NONGRANT	FY 2017 TO GO	FY 2018 PROJ	FY 2019 PROJ	FY 2020 PROJ	FY 2021 PROJ	FY 2022 PROJ	FY 2023 PROJ	TOTAL FY 17-FY23
GOLF COURSE								
CLUBHOUSE EXPANSION STUDY	-	-	-	-	-	-	-	-
SIMULATOR EQUIPMENT	-	-	-	-	-	-	-	-
GOLF DUG WELL VIABILITY	-	-	-	-	-	-	-	-
GOLF RESTAURANT MODIFICATIONS	50,000	-	40,000	-	10,000	-	-	100,000
PESTICIDE SPRAYER	60,000	-	-	-	60,000	-	-	60,000
FAIRWAY MOWERS	-	-	-	-	-	-	-	-
FERTILIZER SPREADER	-	-	-	-	-	-	-	-
POND FILL FROM AIR FORCE	-	-	-	-	-	-	-	-
PATIO UPGRADE	-	-	-	-	-	-	-	-
DEBRIS BLOWER	8,000	60,000	10,000	-	-	-	-	70,000
TRIPLEX GREENS MOWER	-	-	-	-	-	-	10,000	10,000
GREEN TEE AERATOR	-	-	80,000	-	-	-	-	80,000
WALKING GREENS MOWER	-	-	-	-	-	25,000	-	25,000
BALL MACHINE	-	-	-	-	35,000	15,000	-	50,000
CLUBHOUSE EQUIPMENT	-	-	-	-	-	15,000	-	15,000
COURSE FEATURES TEES, BUNKERS, TREES	-	-	-	-	-	25,000	25,000	50,000
SIMULATOR UPGRADE	-	-	-	-	-	-	-	-
ONE TON DUMP TRUCK	-	-	-	-	20,000	-	-	20,000
PICK UP TRUCK WITH PLOW	-	-	-	-	-	-	-	-
LARGE UTILITY	-	-	-	-	-	-	45,000	45,000
GREENS ROLLER	10,000	-	-	-	-	30,000	-	30,000
GEO THERMAL PUMPS	-	-	-	-	-	-	-	-
TRIM MOWERS	-	-	-	-	-	20,000	-	20,000
ROUGH MOWER	-	-	50,000	-	-	-	-	50,000
TRAP MACHINE	-	-	-	70,000	-	-	-	70,000
BLUE COURSE BRIDGE	5,000	187,000	-	-	-	-	-	192,000
SMALL UTILITY VEHICLES	-	-	-	-	-	-	-	-
IRRIGATION UPGRADES	-	-	-	-	25,000	-	-	25,000
RANGE CART WITH CAGE	-	-	-	-	-	-	25,000	25,000
BUILDING MAINTENANCE	-	-	-	-	-	-	-	-
WEBSITE UPGRADES	5,000	-	-	-	-	-	-	5,000
	138,000	187,000	180,000	130,000	150,000	130,000	160,000	1,075,000

PEASE DEVELOPMENT AUTHORITY
 CAPITAL IMPROVEMENT PLAN- DRAFT
 FY 2017- FY 2023

PROPOSED CAPITAL EXPENDITURES SCHEDULE

PROJECTED CAPITAL EXPENDITURES- NONGRANT	FY 2017 TO GO	FY 2018 PROJ	FY 2019 PROJ	FY 2020 PROJ	FY 2021 PROJ	FY 2022 PROJ	FY 2023 PROJ	TOTAL FY 17-FY23
GOLF COURSE								
CLUBHOUSE EXPANSION STUDY								
SIMULATOR EQUIPMENT								
GOLF DUG WELL VIABILITY								
GOLF RESTAURANT MODIFICATIONS								
PESTICIDE SPRAYER	50,000	40,000						90,000
FAIRWAY MOWERS	60,000				60,000			60,000
FERTILIZER SPREADER								60,000
POND FILL FROM AIR FORCE								
PATIO UPGRADE								
DEBRIS BLOWER	8,000		50,000	125,000				175,000
TRIPLEX GREENS MOWER							10,000	18,000
GREEN TEE AERATOR			80,000					80,000
WALKING GREENS MOWER					35,000	25,000		25,000
BALL MACHINE						15,000		50,000
CLUBHOUSE EQUIPMENT						25,000		25,000
COURSE FEATURES TEES, BUNKERS, TREES								
SIMULATOR UPGRADE								
ONE TON DUMP TRUCK								
PICK UP TRUCK WITH PLOW					20,000			
LARGE UTILITY								
GREENS ROLLER							45,000	20,000
GEO THERMAL PUMPS	10,000					30,000		45,000
TRIM MOWERS								30,000
ROUGH MOWER						20,000		10,000
TRAP MACHINE			50,000					20,000
BLUE COURSE BRIDGE								50,000
SMALL UTILITY VEHICLES	5,000	187,000		70,000				70,000
IRRIGATION UPGRADES					25,000			192,000
RANGE CART WITH CAGE								25,000
BUILDING MAINTENANCE							25,000	25,000
WEBSITE UPGRADES	5,000							5,000
	138,000	227,000	180,000	195,000	140,000	115,000	80,000	1,075,000

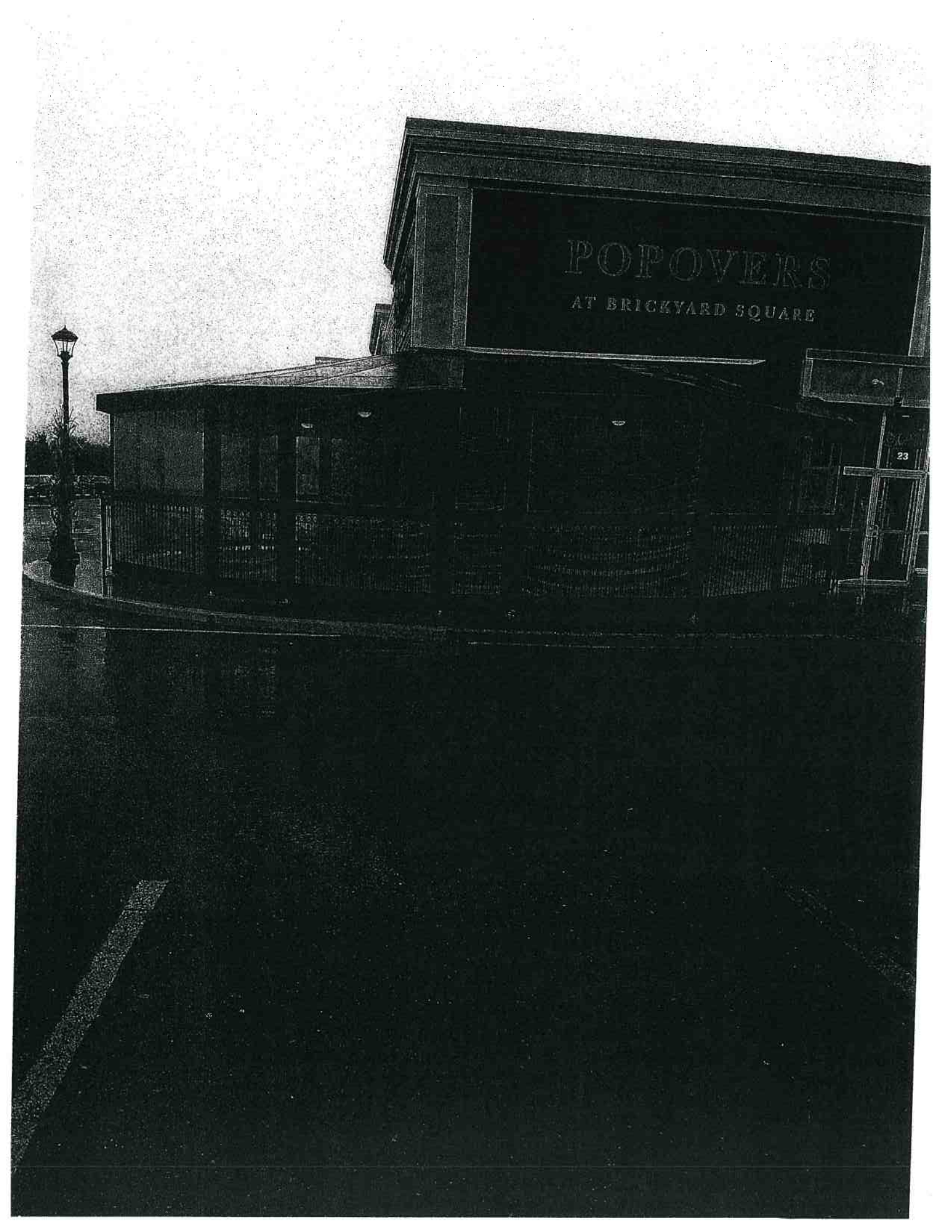
FOR DISCUSSION PURPOSES ONLY



- Legend**
- P1 — existing fence
 - 1" square aluminum
 - 3/4" dia. aluminum
 - 3/8" dia. stabilizer rod
- M&W Construction Popovers Canopy truss layout**

POPOVERS
AT BRICKYARD SQUARE

23



M&W CONSTRUCTION

Quality set In stone

30 Leavitt Road
Hampton, NH 03842
Phone 603.548.9867

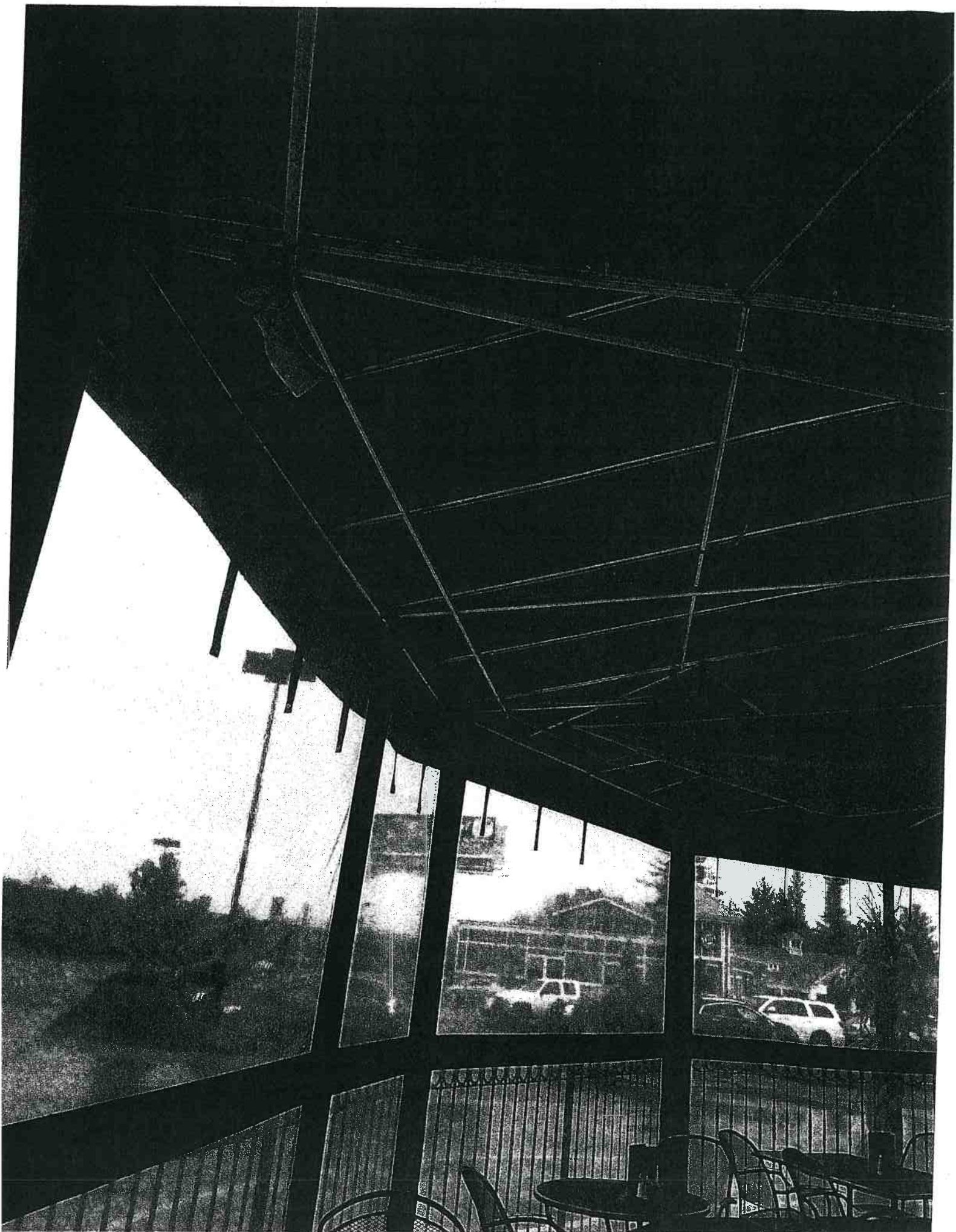
DATE: 7/21/2017

FOR:
DECK CANOPY W/ENCLOSURE
Popovers at Brickyard Square

COMPONANT	DESCRIPTION
FRAME	Five (5) trussed sections are constructed of 1" heavy gage square aluminum stock Trussed connections are both welded and bolted connections. Roof Frame is permanently anchored to building using heavy gage aluminum track with bolted connections. Frame is to have 64.0" drop from 13'8" ele. at building with a 23.5' projection.
CANOPY	Tempotest Star Fire Retardant Polyester fabric. Black in color. 5 year manufacturer's limited warranty.
CURTAINS	FR Clear vinyl isinglass 54" with Tempotest Star FR Polyester border. Zipper w/footman loops.
POST SUPPORTS	2.0" Gatorshield Galvanized pipe. Black in color. Hilti insert style fasteners for concrete patio.
STITCHING	PTFE Thread with seam sealant.
FANS	(3) Covert Outdoor wet location / light kit
ACCENT LIGHTING	L.E.D. low voltage Strip; outdoor; remote controlled








Sales Projections


	<u>Dining / Bar</u>	<u>Functions</u>	<u>To Go / Cart</u>	<u>Total</u>
Net Sales				
11/1/2016 - 10/31/2017	1,354,332.99	224,562.98	99,521.83	1,678,417.80
11/1/2017 - 10/31/2018 renovation completion mid November business increase 10%	1.10			
Sales Nov - April 2018 w/ 5% increase		56,438.06		
renovation completion end of March / April remaining business increase 25%		1.25		
Price increase / business increase			1.05	
11/1/2017 - 10/31/2018 margin of error +/- 3%	1,489,766.29 44,692.99	293,748.94 8,812.47	104,497.92 3,134.94	1,888,013.15 56,640.39
11/1/2018 - 10/31/2019	1,564,254.60	308,436.38	109,722.82	1,982,413.80

Notes: During the fiscal year ending October 31, 2018, we are projecting a 10% business increase in the dining and bar area. We are also projecting a 25% increase in function business when the warmer comes back. These figures are based on functions that have been turned away due to the space already being booked as well as experience with regular market conditions, including mixing golf leagues with regular business. The overall appearance and changes will create a more suitable ambience for evening dining. Fiscal year ending October 31, 2019 will most likely see a five percent business growth over the previous fiscal year.

COPY

MEMORANDUM

To: David R. Mullen, Executive Director 

From: Scott DeVito, PGA General Manager 

Date: November 3, 2017

Subject: Dining Room & Function Room Enhancements

This memo is being submitted to recommend the movement of capital dollars from FY19 to FY18 to accomplish Phase II of the Club House enhancements earlier than originally proposed.

Last December, we presented the Golf Committee with a phased plan for clubhouse improvements, and with your approval, we initiated Phase I in March of 2017. Phase I included an updated hostess station, new flooring, and new carpeting in the clubhouse dining room.

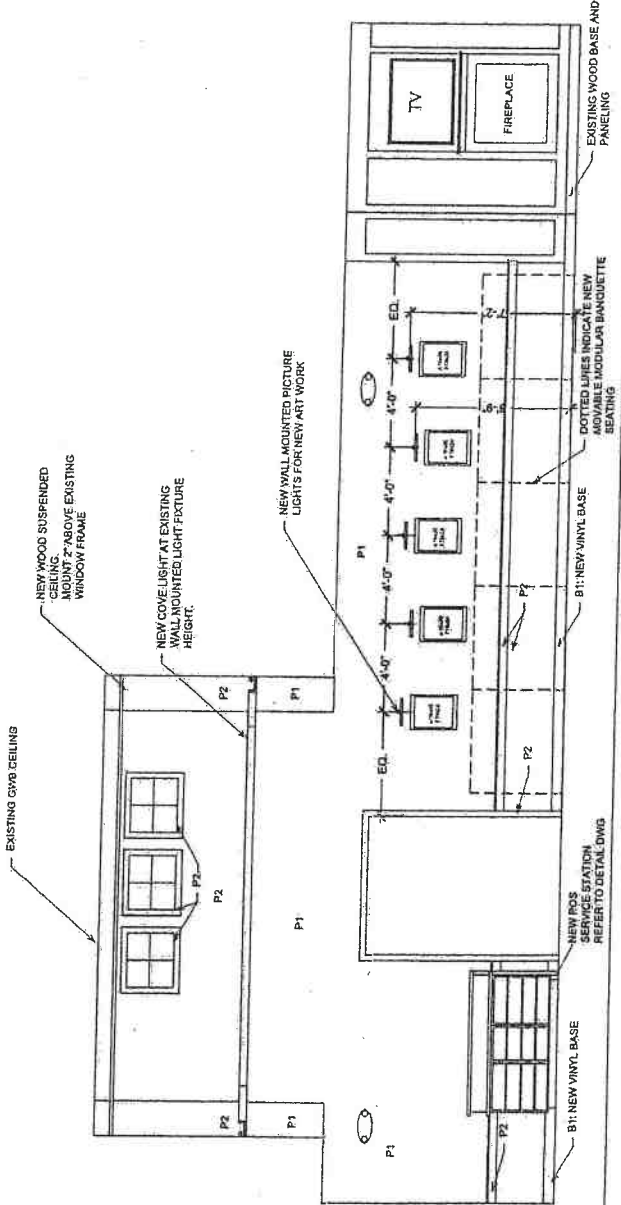
The attached slides show both Phase I and Phase II. The Phase II portion includes enhancements to the lighting, wall decorations, new dining room and function room paint colors along with flooring mats and an upgrade to the golf course WiFi system. Our next step would be to secure formal pricing for each portion of the items listed in the display below and seeking approval to proceed with these enhancements at the January 2018 board meeting. If approved we would schedule the work to be completed in late January or early February. Since the completion of Phase I Grill 28 has seen increased traffic and a steady increase of revenue month to month compared to 2016. By moving capital dollars, we can add these enhancements in FY18 instead of FY 19 without detriment to golf course operations.

Item	Estimated Cost
Bar Pendant Lights, Gallery Light, Artwork Light	\$ 7,000
Dining Wall & Accent Painting	\$ 8,500
Wall Art	\$ 6,000
Function Room Painting	\$ 3,500
Function Room Carpet Mats	\$ 7,500
WiFi System	\$ 7,500
Total	\$ 40,000

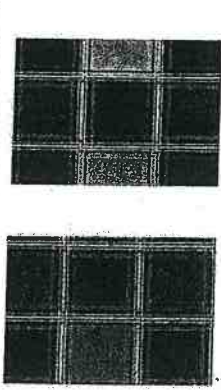
The total expenses not to exceed the proposed \$40,000.

Thank you for your consideration in this matter.

Grill 28 Bar & Dining INTERIOR ELEVATIONS

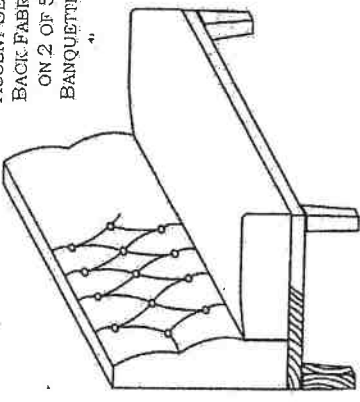


VIEW OF BANQUETTE & SERVICE STATION

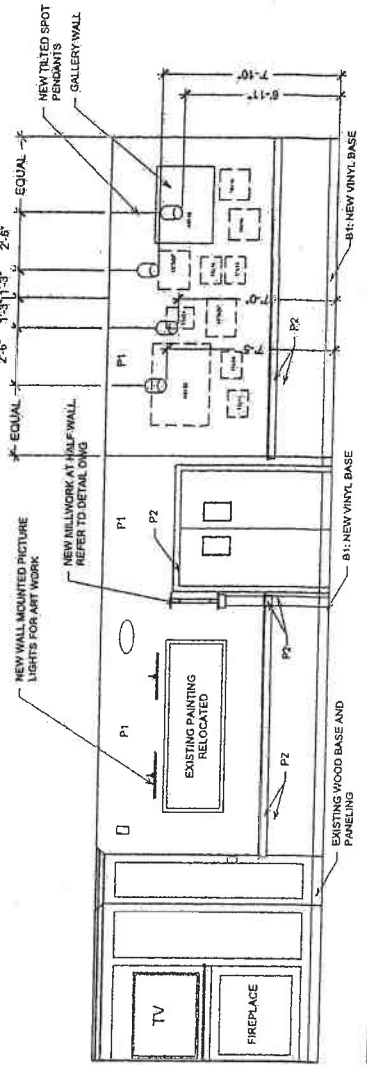


ACCENT SEAT
BACK FABRIC
ON 2 OF 5
BANQUETTES

SEAT BACK FABRIC
ON 3 OF 5 BANQUETTES



FEUX LEATHER SEAT
CUSHION FABRIC



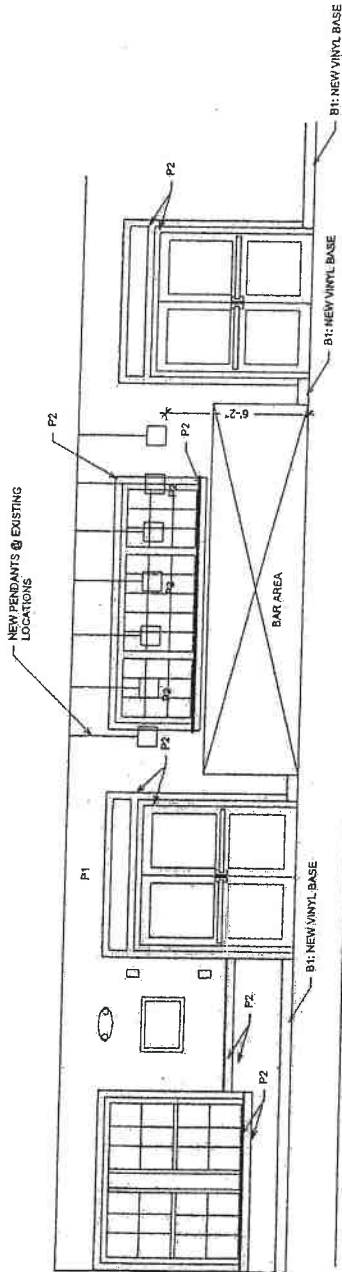
VIEW OF KITCHEN ENTRY AND NEW ART GALLERY WALL



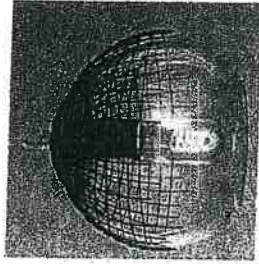
GALLERY WALL TILTED
PENDANT LIGHTS

WALL MOUNTED
ARTWORK PICTURE LIGHT

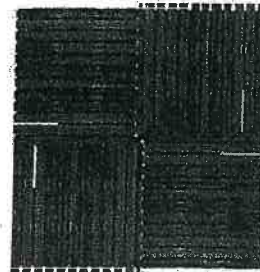
MODULAR MOVABLE BANQUETTE SEATING
LEG COLOR BLACK



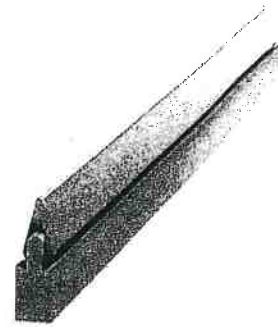
VIEW OF EXISTING BAR AND NEW PENDANT LIGHTS



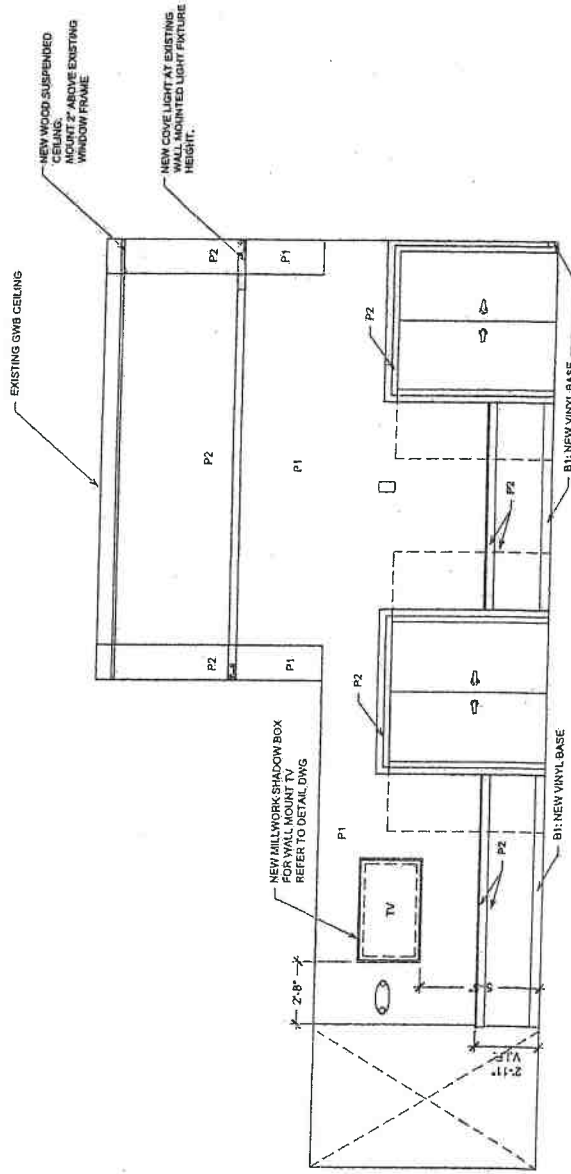
BAR PENDANT LIGHT



VAULTED CEILING
LIGHT CHERRY
SUSPENDED CEILING
TILES



VAULTED CEILING
LINEAR WALL MOUNT
COVE LIGHT
COLOR MATTE BLACK



VIEW OF SIMULATOR ROOM AND NEW TV LOCATION

PEASE DEVELOPMENT AUTHORITY
Monday, November 13, 2017

COPY

FINANCE COMMITTEE AGENDA

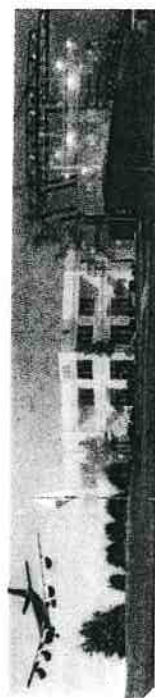
Time: 8:30 A.M.
Place: 55 International Drive
Pease International Tradeport
Portsmouth, NH 03801

- I. Call to Order (Allard)
- II. Acceptance of Committee Meeting Minutes: August 7, 2017*
- III. Public Comment
- IV. Reports (Canner)
 1. Operating Results for the Three Month Period Ending September 30, 2017 *
 2. Nine Month Cash Flow Projections through July 31, 2018 *
 3. Semi-Annual Filing- Revolving Loan Fund at September 30, 2017 *
- V. Committee Meetings- To Be Determined.
- VI. Director's Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached.

† Proposed Motion

**FY 2018 FINANCIAL REPORT
FOR THE THREE MONTH PERIOD
ENDING SEPTEMBER 30, 2017**



**FINANCE COMMITTEE MEETING
NOVEMBER 13, 2017**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

FOR THE THREE MONTH PERIOD ENDING

SEPTEMBER 30, 2017

(\$ 000's)

BUDGET VARIANCE ANALYSIS

- **OPERATING REVENUES- HIGHER BY 4.3% ...**
- TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES IN:
 - GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED
 - GOLF MERCHANDISE SALES
 - CONCESSION REVENUES FROM HIGHER GRILL 28 SALES.
 - DPH FUEL SALES
- **OPERATING COSTS- LOWER BY 3.6%...**
- ANTICIPATED TIMING DIFFERENCES ASSOCIATED WITH CLF RELATED LEGAL FEES
- PENSION EXPENSE IMPACTED BY INVESTMENT EARNINGS- JUNE 30, 2016 VALUATION
- EXTENSIVE FY 2017 YEAR-END CUT OFF PROCEDURES
- **NONOPERATING (INCOME) AND EXPENSES**
- NET INTEREST EXPENSE LOWER DUE HIGHER THAN ANTICIPATED CASH BALANCES.

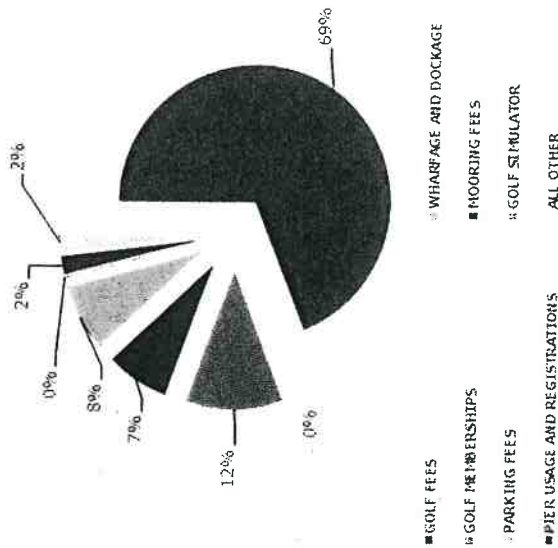
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES (PAGE #3)	<u>4,442</u>	<u>4,257</u>	<u>185</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)	1,607	1,420	187	5,402
BUILDINGS AND FACILITIES MAINTENANCE	397	487	(90)	2,193
GENERAL AND ADMINISTRATIVE (PAGE #6)	301	302	(1)	1,153
UTILITIES (PAGE #6)	104	203	(99)	797
PROFESSIONAL SERVICES (PAGE #6)	73	155	(82)	681
MARKETING AND PROMOTION	47	79	(32)	295
ALL OTHER (PAGE #6)	<u>430</u>	<u>423</u>	<u>7</u>	<u>1,021</u>
OPERATING INCOME	<u>2,959</u>	<u>3,069</u>	<u>(110)</u>	<u>11,542</u>
	<u>1,483</u>	<u>1,188</u>	<u>295</u>	<u>2,777</u>
NONOPERATING (INCOME) AND EXPENSE (PAGE #7)	1	3	(2)	12
DEPRECIATION	<u>1,468</u>	<u>1,577</u>	<u>(109)</u>	<u>6,306</u>
NET OPERATING INCOME	<u>14</u>	<u>(392)</u>	<u>406</u>	<u>(3,541)</u>

CONSOLIDATED OPERATING REVENUES FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	2,539	2,549	(10)	9,723
FEE REVENUES (SEE PIE CHART)	1,125	1,057	68	2,860
FUEL SALES (SEE TABLE BELOW)	373	335	38	699
CONCESSION REVENUE	130	113	17	348
GOLF MERCHANDISE	100	84	16	225
ALL OTHER- NET	<u>175</u>	<u>119</u>	<u>56</u>	<u>464</u>
	4,442	4,257	185	14,319

FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET VARIANCE	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	24	33	(9)	19	29	(10)
PORTSMOUTH FISH PIER	177	180	(3)	130	142	(12)
RYE HARBOR	68	64	4	51	58	(7)
HAMPTON HARBOR	104	58	46	79	71	8
	<u>373</u>	<u>335</u>	<u>38</u>	<u>279</u>	<u>300</u>	<u>(21)</u>

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017

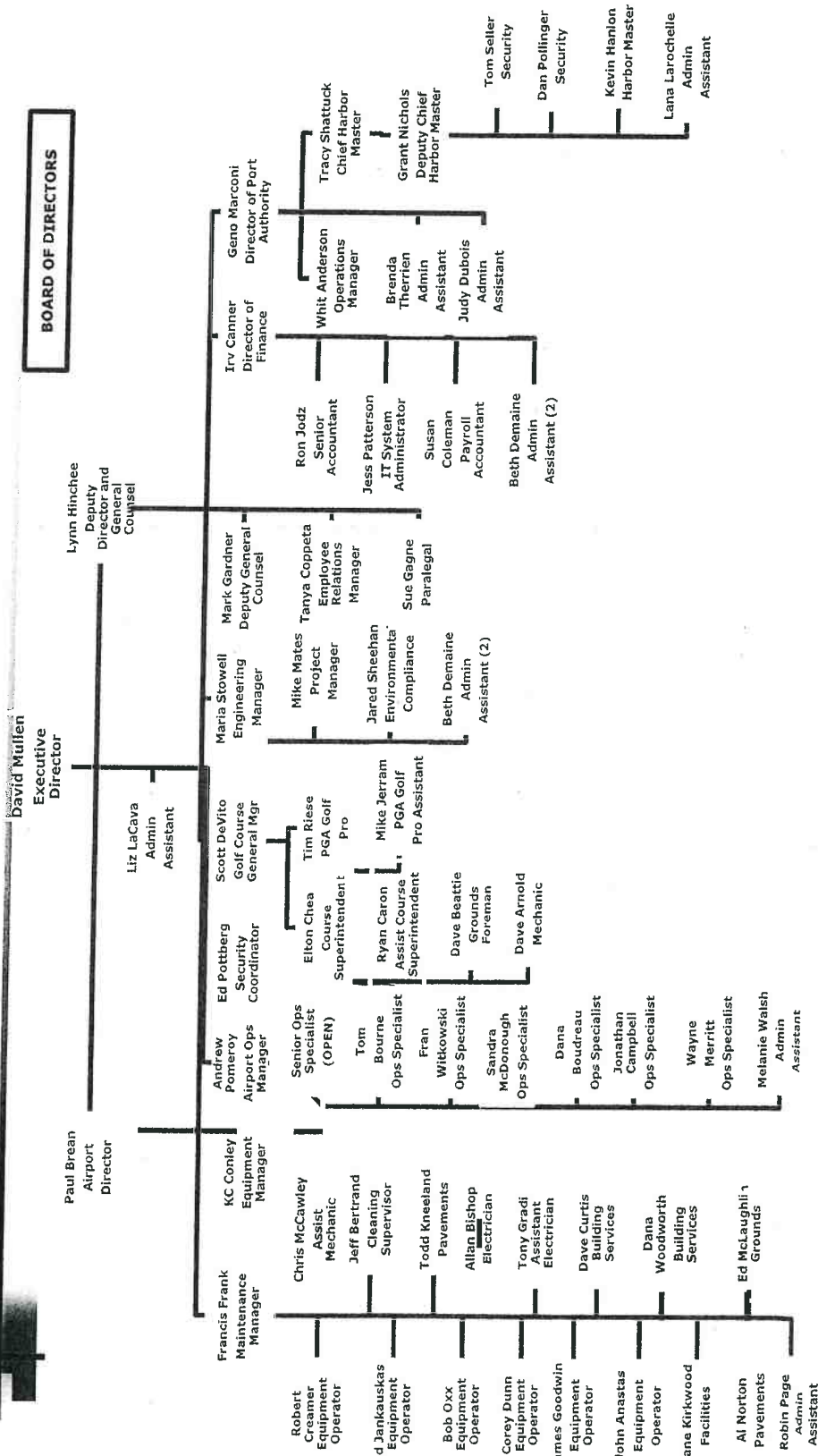
(\$ 000's)

	YEAR TO-DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
PERSONNEL SERVICES				
BENEFITED	999	935	64	3,741
NONBENEFITED	202	200	2	725
OVERTIME	70	32	38	198
ACCRUED VACATION AND SICK	(29)	-	(29)	-
	<u>1,242</u>	<u>1,167</u>	<u>75</u>	<u>4,664</u>
TRANSFER OUT	(42)	(106)	64	(646)
	<u>1,200</u>	<u>1,061</u>	<u>139</u>	<u>4,018</u>
FRINGE BENEFITS				
HEALTH INSUR	264	238	26	952
RETIREMENT	131	128	3	528
DENTAL INSURANCE	16	15	1	62
LIFE INSURANCE	9	9	-	36
	<u>420</u>	<u>390</u>	<u>30</u>	<u>1,578</u>
TRANSFER OUT	(13)	(31)	18	(194)
	<u>407</u>	<u>359</u>	<u>48</u>	<u>1,872</u>
	<u>1,607</u>	<u>1,420</u>	<u>187</u>	<u>5,890</u>

CURRENT STAFF ANALYSIS (FILLED POSITIONS)

	SAL/ BEN	HR/ BEN	HR/ NON	SE	CON	TOTAL
EXECUTIVE	1.0	1.0	-	-	-	2.0
MAINTENANCE	-	19.0	1.0	-	-	20.0
PORTSMOUTH AIRPORT	3.0	7.0	5.0	-	-	15.0
SKYHAVEN	-	-	3.0	-	-	3.0
GOLF COURSE	3.0	4.0	1.0	34.0	-	42.0
ENGINEERING	3.0	0.5	-	-	-	3.5
LEGAL	3.0	1.0	-	-	-	4.0
FINANCE	2.0	2.5	-	-	1.0	5.5
PORT AUTHORITY	1.0	9.0	8.0	18.0	1.0	37.0
	<u>16.0</u>	<u>44.0</u>	<u>18.0</u>	<u>52.0</u>	<u>2.0</u>	<u>132.0</u>

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART - CURRENT



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

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017

(\$ 000's)

UTILITIES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	62	101	(39)	420	LEGAL	42	125	(83)	500
WATER	20	61	(41)	120	INFORMATION TECHNOLOGY	17	21	(4)	85
WASTE DISPOSAL	14	15	(1)	100	EXTERNAL AUDIT	7	3	4	73
NATURAL GAS AND OIL	3	11	(8)	97	ALL OTHER- NET	7	6	1	23
PROPANE	5	15	(10)	60					
	<u>104</u>	<u>203</u>	<u>(99)</u>	<u>797</u>		<u>73</u>	<u>155</u>	<u>(82)</u>	<u>681</u>

ADMINISTRATIVE AND GENERAL	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	ALL OTHER	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	92	91	1	357	FUEL	280	300	(20)	651
INSURANCE	41	40	1	160	COAST TROLLEY	19	30	(11)	120
TELEPHONE / COMMUNICATIONS	22	29	(7)	68	GOLF MERCHANDISE	77	67	10	180
BANK FEES	32	22	10	62	GOLF CART LEASE	54	26	28	70
ALL OTHER-NET	114	120	(6)	506					
	<u>301</u>	<u>302</u>	<u>(1)</u>	<u>1,153</u>		<u>430</u>	<u>423</u>	<u>7</u>	<u>1,021</u>

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	4	4	-	16	PROVIDENT BANK
INTEREST INCOME AND OTHER	(3)	(1)	(2)	(4)	CITY OF PORTSMOUTH
	<u>1</u>	<u>3</u>	<u>(2)</u>	<u>12</u>	TOTAL
					<u>4</u> <u>16</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)

	JUN 30 2017	SEP 30 2017	JUN 30 2017	SEP 30 2017	
ASSETS					
CURRENT ASSETS					
CASH AND EQUIVALENTS	4,032	5,636	1,717	1,257	
ACCOUNTS RECEIVABLE- NET	1,324	482	888	991	
OTHER ASSETS	536	408	699	347	
TOTAL CURRENT ASSETS	5,892	6,526	116	116	
RESTRICTED ASSETS			3,420	2,711	
CASH AND EQUIVALENTS	695	669			
ACCOUNTS RECEIVABLE- NET	1,077	1,100			
TOTAL RESTRICTED ASSETS	1,772	1,769			
CAPITAL ASSETS					
LAND, BUILDINGS AND EQUIPMENT	64,368	63,017	209	209	
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,303	1,685			
TOTAL ASSETS	65,671	64,702	64,435	63,362	
DEFERRED OUTFLOWS OF RESOURCES	73,335	72,997			
PENSION	1,722	1,722			
LIABILITIES					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE			1,717	1,257	
ACCOUNTS PAYABLE- CONSTRUCTION			888	991	
UNEARNED REVENUE			699	347	
REVOLVING LOC FACILITY					
CURRENT PORTION- LT LIABILITIES			116	116	
TOTAL CURRENT LIABILITIES			3,420	2,711	
NONCURRENT LIABILITIES					
NET PENSION LIABILITY			5,490	5,490	
OTHER LT LIABILITIES (PAGE #15)			338	331	
TOTAL LIABILITIES			5,828	5,821	
DEFERRED INFLOWS OF RESOURCES			9,248	8,532	
PENSION					
NET POSITION			209	209	
NET INVESTMENT IN CAPITAL ASSETS					
RESTRICTED FOR:					
REVOLVING LOAN FUND			1,182	1,188	
HARBOR DREDGING			288	282	
FOREIGN TRADE ZONE			47	45	
UNRESTRICTED			(352)	1,101	
TOTAL NET POSITION	65,600	65,978			
			874	669	
			5,636	669	

**CASH AND EQUIVALENTS
AT SEPTEMBER 30, 2017**

UNRESTRICTED RESTRICTED

**PEASE
DEVELOPMENT
AUTHORITY**

GENERAL FUNDS 4,746
TENANT ESCROW 16

4,762

**DIVISION OF
PORTS AND
HARBORS**

GENERAL FUNDS 303
HARBOR
MANAGEMENT 571

HARBOR 533
DREDGING -

REVOLVING LOAN-
FISHERY FUND 91

FOREIGN TRADE 45

669

TOTAL

874

5,636

669

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF SEPTEMBER 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>
PSM OBSTRUCTION REMOVAL / PERMIT AND DESIGN (SBG 04-2014)	04-25-14	-	-	258	(13)	245	-	-
PSM RUNWAY 16-34 PRE-DESIGN	TBD	-	-	96	(96)	-	-	-
PSM TERMINAL BATHROOM RENOVATIONS	04-21-16	-	-	528	(26)	434	68	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	06-21-17	1,130	1,074	99	(5)	-	94	-
PSM SECURITY IDENTIFICATION SYSTEM (SBG 05-2016)	03-21-16	-	-	353	(19)	306	28	-
DAW SNOW REMOVAL EQUIP (SBG 08-2017)	-	-	-	4	(1)	-	3	-
DAW TAXILANE PAV, DRAIN, DES (SBG 07-2016)	09-22-16	1,830	1,738	1,101	154	947	-	-
DAW RUN DESIGN AND RECON (SBG 04-2012)	09-04-13	567	539	533	(27)	506	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	9	-	-	9	-
							<u>202</u>	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-17
PORTSMOUTH AIRPORT					
RUNWAY 16-34 PRE-DESIGN (FAA- TBD)	96	-	-	-	96
SECURITY IDENTIFICATION SYSTEM (SBG 05-16)	348	5	-	5	353
TERMINAL SEATING AND TABLES	38	3	(41)	(38)	-
TERMINAL EXPANSION PLANNING	3	-	-	-	3
OBSTRUCTION DESIGN	-	7	-	7	7
OBSTRUCTION REMOVAL	=	99	=	99	99
	<u>485</u>	<u>114</u>	<u>(41)</u>	<u>73</u>	<u>558</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-17
SKYHAVEN AIRPORT					
TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	797	304	-	304	1,101
SNOW REMOVAL EQUIPMENT	4	-	-	-	4
	<u>801</u>	<u>304</u>	-	<u>304</u>	<u>1,105</u>
MAINTENANCE	-	-	-	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-17
GOLF COURSE					
WELL VIABILITY STUDY	1	-	-	-	1
TORO FAIRWAY MOWER	-	60	(60)	-	-
	<u>1</u>	<u>60</u>	<u>(60)</u>	<u>=</u>	<u>1</u>
ADMINISTRATION					
COMPUTER REPLACEMENTS	=	=	=	=	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-17
TRADEPORT					
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	<u>8</u>	<u>(8)</u>	=	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-17
DIVISION OF PORTS AND HARBORS					
FASTLANE GRANT APPLICATION	12	-	-	-	12
UPGRADE PORT SECURITY AND SOFTWARE	5	4	-	4	9
SECURITY AND FIRE ALARM MONITORING SYSTEM	-	1	(1)	-	-
ICE MACHINE COMPRESSOR	-	10	(10)	-	-
	<u>17</u>	<u>15</u>	<u>(11)</u>	<u>4</u>	<u>21</u>
TOTAL	<u>1,304</u>	<u>501</u>	<u>(120)</u>	<u>381</u>	<u>1,685</u>

LONG TERM DEBT LIABILITIES AS OF SEPTEMBER 30, 2017

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

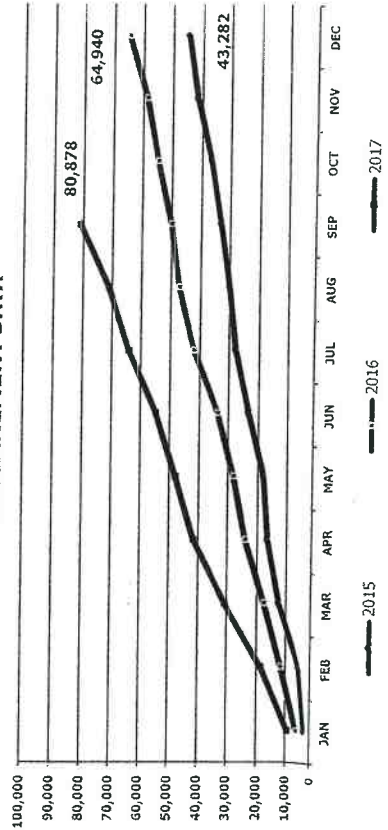
	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	233	349	CITY OF PORTSMOUTH
				2018 116
				2019 116
				2020 <u>117</u>
ACCRUED SICK LIABILITY	=	<u>98</u>	<u>98</u>	349
				PAID IN FY 2018 =
TOTAL	<u>116</u>	<u>331</u>	<u>447</u>	<u>349</u>

STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>210</u>	<u>214</u>	<u>(4)</u>	<u>1,014</u>
FACILITIES RENTAL	141	142	(1)	570
CARGO AND HANGARS	55	57	(2)	231
CONCESSION REVENUES	4	2	2	7
FEE REVENUES	14	4	10	141
ALL OTHER	(4)	9	(13)	65
	<u>210</u>	<u>214</u>	<u>(4)</u>	<u>1,014</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	266	255	11	1,021
BUILDINGS AND FACILITIES MAINTENANCE	140	228	(88)	1,184
GENERAL AND ADMINISTRATIVE	45	39	6	156
UTILITIES	45	70	(25)	322
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	1	4	(3)	18
ALL OTHER	-	-	-	-
	<u>497</u>	<u>596</u>	<u>(99)</u>	<u>2,701</u>
OPERATING INCOME	(287)	(382)	95	(1,687)
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	850	951	(101)	3,800
NET OPERATING INCOME	(1,137)	(1,333)	196	(5,487)

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017 SKYHAVEN AIRPORT

(\$ 000's)

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
CARGO AND HANGARS	24	26	(2)	105
FUEL SALES	23	33	(10)	74
ALL OTHER	(5)	-	(5)	1
	42	59	(17)	180
OPERATING REVENUES				
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	12	13	(1)	92
BUILDINGS AND FACILITIES MAINTENANCE	23	19	4	82
GENERAL AND ADMINISTRATIVE UTILITIES	6	7	(1)	29
PROFESSIONAL SERVICES	3	8	(5)	31
MARKETING AND PROMOTION	1	1	-	5
ALL OTHER- FUEL	-	-	-	-
	19	29	(10)	63
	<u>64</u>	<u>77</u>	<u>(13)</u>	<u>302</u>
	(22)	(18)	(4)	(122)
OPERATING INCOME				
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	105	106	(1)	426
NET OPERATING INCOME	<u>(127)</u>	<u>(124)</u>	<u>3</u>	<u>(548)</u>

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
CARGO AND HANGARS	24	26	(2)	105
FUEL SALES	23	33	(10)	74
ALL OTHER	(5)	-	(5)	1
	42	59	(17)	180

GALLONS OF FUEL SOLD	CURRENT MONTH	YEAR TO DATE	YTD AVE PRICE
FY 2017	2,435	7,606	\$ 4.07
FY 2018	1,669	5,532	\$ 4.25

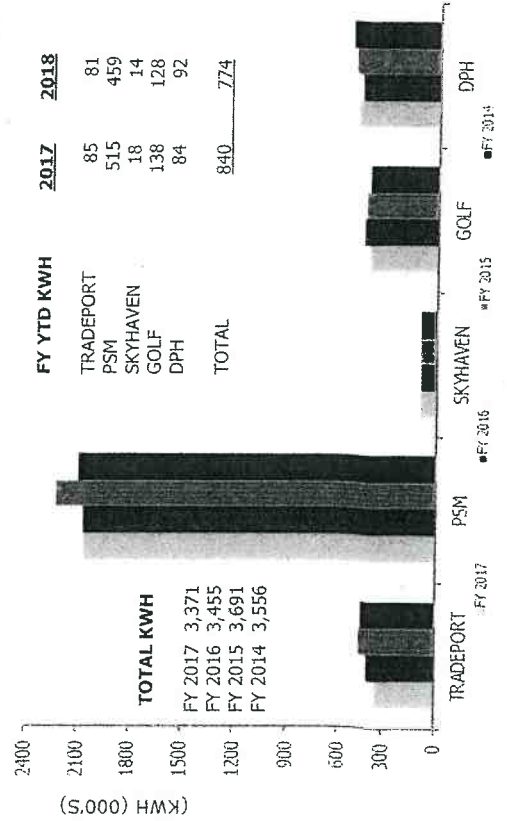
NET CASH FLOW	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
FY 2018	(22)	(304)	-	947	621
FY 2017	(91)	(929)	-	301	(719)
FY 2016	(53)	(193)	-	451	205
FY 2009- FY 2015	(691)	(4,477)	(100)	3,603	(1,665)
	<u>(857)</u>	<u>(5,903)</u>	<u>(100)</u>	<u>5,302</u>	<u>1,558</u>

STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>2,273</u>	<u>2,222</u>	<u>51</u>	<u>8,368</u>
RENTAL OF FACILITIES	2,161	2,161	-	8,121
ALL OTHER	112	61	51	247
	<u>2,273</u>	<u>2,222</u>	<u>51</u>	<u>8,368</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	36	66	(30)	313
GENERAL AND ADMINISTRATIVE	12	11	1	46
UTILITIES	11	19	(8)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	19	30	(11)	120
	<u>78</u>	<u>126</u>	<u>(48)</u>	<u>612</u>
OPERATING INCOME	<u>2,195</u>	<u>2,096</u>	<u>99</u>	<u>7,756</u>
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	202	204	(2)	816
NET OPERATING INCOME	<u>1,993</u>	<u>1,892</u>	<u>101</u>	<u>6,940</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



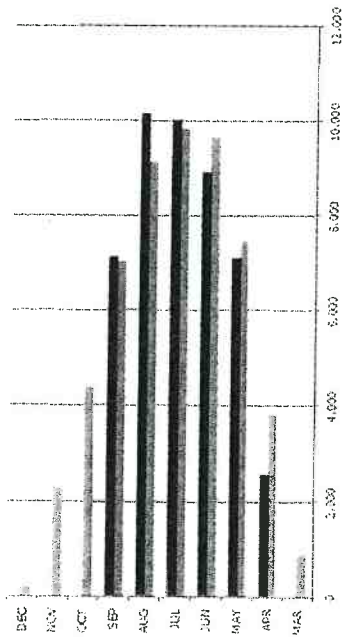
STATEMENT OF OPERATIONS FOR THE THREE MONTH PERIOD ENDING SEPTEMBER 30, 2017 GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,144</u>	<u>1,040</u>	<u>104</u>	<u>2,375</u>	CONCESSION REVENUES	122	105	17	335
OPERATING EXPENSES					FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	313	292	21	971	GOLF FEES	776	721	55	1,357
BUILDINGS AND FACILITIES MAINTENANCE	133	115	18	320	MEMBERSHIPS	129	126	2	320
GENERAL AND ADMINISTRATIVE	62	46	16	160	SIMULATOR	2	-	3	120
UTILITIES	21	81	(60)	195	LESSONS	7	5	2	18
PROFESSIONAL SERVICES	7	4	3	17	MERCHANDISE AND OTHER	914	852	62	1,815
MARKETING AND PROMOTION	16	20	(4)	58		108	83	25	225
ALL OTHER	131	93	38	250		<u>1,144</u>	<u>1,040</u>	<u>104</u>	<u>2,375</u>
	<u>683</u>	<u>651</u>	<u>32</u>	<u>1,971</u>					
OPERATING INCOME	461	389	72	404	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE					PRO SHOP	100	920	122	2
DEPRECIATION	100	96	4	387	COURSE OPERA		(538)	(42)	(17)
NET OPERATING INCOME	<u>361</u>	<u>293</u>	<u>68</u>	<u>17</u>	FOOD / BEV				
					SIM				
					TOTAL				
					OPERATING REVENUES				
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)				
					OPERATING INCOME				

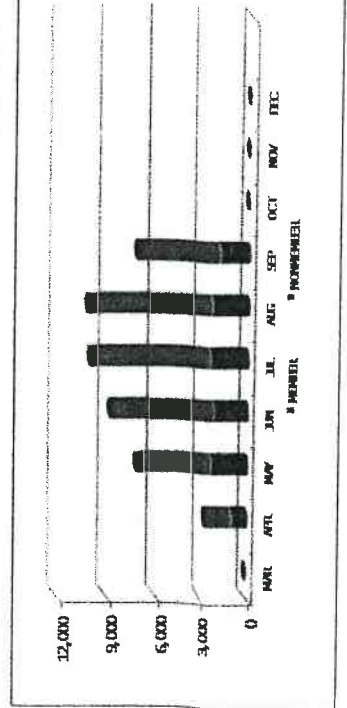
KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



	2017 YTD	2016 YTD	2016 SEASON
ROUNDS PLAYED	45,811	48,089	54,936
RAIN DAYS	43	60	60

2017 MEMBER / NONMEMBER ROUNDS (SEASON)



	FY 2017	FY 2018		FY 2017	FY 2018
GOLF SIMULATOR REVENUES					
JULY	\$ 148	\$ 253			
AUGUST	64	992			
SEPTEMBER	-	251			
OCTOBER	3,827	-			
NOVEMBER	12,420	-			
DECEMBER	21,198	-			
JANUARY	28,021	-			
FEBRUARY	23,123	-			
MARCH	25,130	-			
APRIL	9,270	-			
MAY	1,345	-			
JUNE	253	-			
	\$ 124,799	\$ 1,496			
BAR AND GRILL GROSS SALES					
JULY	\$ 183,674	\$ 195,199			
AUGUST	191,472	210,451			
SEPTEMBER	160,353	178,766			
OCTOBER	122,716	-			
NOVEMBER	88,068	-			
DECEMBER	108,400	-			
JANUARY	91,004	-			
FEBRUARY	82,539	-			
MARCH	86,387	-			
APRIL	118,351	-			
MAY	172,014	-			
JUNE	204,313	-			
	\$ 1,659,595	\$ 584,416			

2017 ROUNDS-SEASON

MEMBER	11,719
NONMEMBER	34,092
TOTAL	45,811

2016 ROUNDS-SEASON

MEMBER	14,812
NONMEMBER	33,277
TOTAL	48,089

CLUB / COURSE FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	22,210	31,062
TOURNAMENT PLAY	104,763	100,038
LEAGUES	37,240	43,083
FOOD AND ROOM FEES	82,717	41,755

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

(\$ 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	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
OPERATING REVENUES	740	691	49	2,220	158	163	(5)	691	158	163	(5)	691	158	163	(5)	691
OPERATING EXPENSES																
PERSONNEL SERVICES AND BENEFITS	309	281	28	1,082	3	6	(3)	6	3	6	(3)	6	3	6	(3)	6
BUILDINGS AND FAC AND MAINTENANCE	27	30	(3)	177	83	81	2	325	83	81	2	325	83	81	2	325
GENERAL AND ADMINISTRATIVE	23	30	(7)	130	83	79	4	116	83	79	4	116	83	79	4	116
UTILITIES	24	25	(1)	116	9	10	(1)	150	9	10	(1)	150	9	10	(1)	150
PROFESSIONAL SERVICES	7	3	4	26	1	15	(14)	214	1	15	(14)	214	1	15	(14)	214
MARKETING AND PROMOTION	-	-	-	2	176	185	(9)	805	176	185	(9)	805	176	185	(9)	805
ALL OTHER - FUEL	261	271	(10)	588	53	35	18	93	53	35	18	93	53	35	18	93
					740	691	49	2,220	740	691	49	2,220	740	691	49	2,220
OPERATING INCOME	89	51	38	99	156	127	183	181	156	127	183	181	156	127	183	181
NONOPERATING (INCOME) AND EXPENSE				(1)	119	85	153	101	119	85	153	101	119	85	153	101
DEPRECIATION	179	185	(6)	741	37	42	30	80	37	42	30	80	37	42	30	80
NET OP INCOME	(90)	(134)	44	(641)	37	42	30	(79)	37	42	30	(79)	37	42	30	(79)

BUSINESS UNIT ANALYSIS	HAMPTON HARBOR	RYE HARBOR	PORTSMOUTH FISH PIER	MARKET STREET	HARBOR MANAG	ADMIN
OPERATING REVENUES	156	127	183	181	92	1
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	119	85	153	101	113	80
OPERATING INCOME	37	42	30	80	(21)	(79)

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

HARBOR DREDGING	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET
	22	17	17	5	5	107	17	5	5	5	
OPERATING REVENUES	-	-	-	-	-	-	-	-	-	-	5
OPERATING EXPENSES	-	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	15	13	13	2	2	50	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	4	-	-	4	4	-	-	-	-	-	1
UTILITIES	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	1	2	(1)	8
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME	19	13	4	6	(1)	57	1	2	(1)	(1)	9
NONOPERATING (INCOME) AND EXPENSE	3	4	-	-	-	(1)	(1)	(1)	(2)	(1)	(4)
DEPRECIATION	16	15	-	1	-	65	-	-	-	-	-
NET OPERATING INCOME	(13)	(11)	(11)	2	(1)	(7)	(1)	(2)	(1)	(1)	(4)

(\$ 000's)

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

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
REVOLVING LOAN FUND				
OPERATING REVENUES	11	12	(1)	48
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	91
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	111
UTILITIES	-	-	-	132
PROFESSIONAL SERVICES	6	6	-	967
MARKETING AND PROMOTION	-	-	-	1,099
ALL OTHER	-	-	-	1,190
OPERATING INCOME	5	6	(1)	26
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	5	6	(1)	26

	BALANCE AT 06-30-2017	BALANCE AT 09-30-2017
CASH BALANCES		
GENERAL FUNDS	111	91
SEQUESTERED FUNDS	-	-
LOANS OUTSTANDING	111	91
CURRENT	132	132
LONG TERM	940	967
CAPITAL UTILIZATION RATE- % (*)	1,072	1,099
	1,183	1,190
	90.6	92.4
FUND EXCESS (DEFICIENCY)- % (*)	15.6	17.4

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

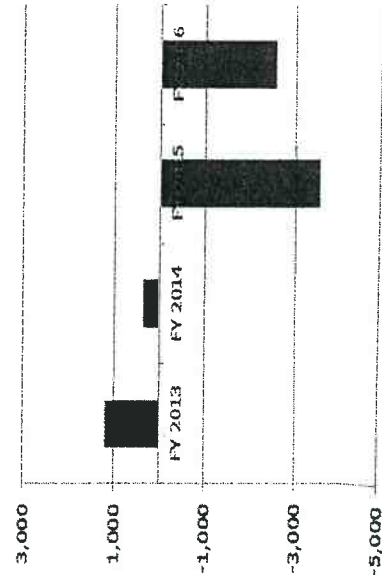
(\$ 000's)

	JUN 30 2017	SEP 30 2017	JUN 30 2017	SEP 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	3,256	4,760	1,231	745
ACCOUNTS RECEIVABLE- NET	1,258	511	888	991
OTHER ASSETS	493	374	408	169
TOTAL CURRENT ASSETS	5,007	5,645	2,527	1,905
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	-	-	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	54,127	52,963	4,671	4,669
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	1,663	7,313	6,690
TOTAL CAPITAL ASSETS	55,414	54,626	12,984	11,359
TOTAL ASSETS	60,421	60,271	15,511	13,264
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	1,380	1,380	148	1,513
TOTAL NET POSITION	59,041	58,891	15,363	11,751
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	116	116	-	-
TOTAL CURRENT LIABILITIES	116	116	2,642	2,021
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	4,355	-	4,355	4,355
OTHER LT LIABILITIES	316	-	316	314
TOTAL LIABILITIES	4,671	116	7,313	6,690
DEFERRED INFLOWS OF RESOURCES				
PENSION	163	-	163	163
NET POSITION	54,750	58,155	7,148	6,574
NET INVESTMENT IN CAPITAL ASSETS	54,178	53,286	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	148	-	148	1,513
TOTAL NET POSITION	54,326	54,799	54,326	54,799

DISCUSSION AND ANALYSIS

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

NET UNRESTRICTED POSITION AT JUNE 30



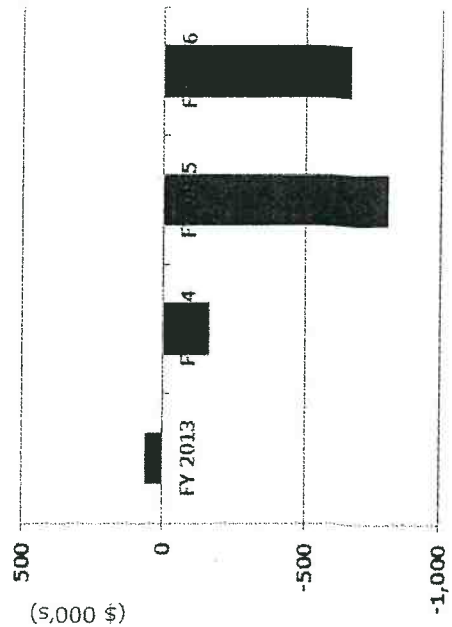
PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- UNRESTRICTED FUNDS

(\$ 000's)

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS AND ACCRUED PENSION LIABILITY.
- \$ 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 WHILE \$0.9 MILLION HAS BEEN ABSORBED BY UNRESTRICTED FUND BALANCES.

NET UNRESTRICTED POSITION AT JUNE 30



	JUN 30 2017	SEP 30 2017
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	876
ACCOUNTS RECEIVABLE- NET	66	(29)
OTHER ASSETS	43	34
TOTAL CURRENT ASSETS	885	881
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLE- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,393
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	21
TOTAL ASSETS	9,589	9,414
DEFERRED OUTFLOWS OF RESOURCES		
PENSION	342	342
TOTAL ASSETS	10,474	10,295
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	255	259
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	178
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	546	437
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	-	17
TOTAL LIABILITIES	1,135	1,152
DEFERRED INFLOWS OF RESOURCES		
PENSION	46	46
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,589	9,414
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(500)	(412)
TOTAL NET POSITION	9,089	10,637

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

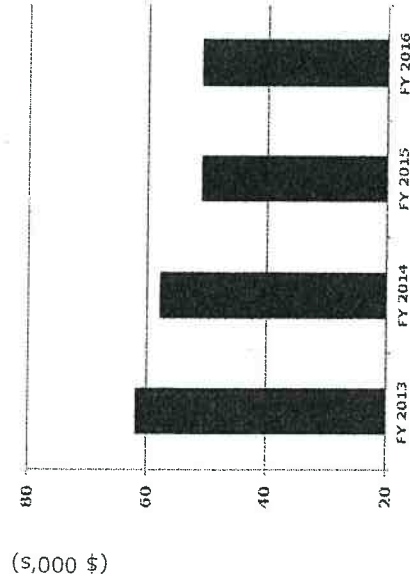
(\$ 000's)

	JUN 30 2017	SEP 30 2017
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLE- NET	-	-
OTHER ASSETS	-	-
TOTAL CURRENT ASSETS	-	-
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	47	45
ACCOUNTS RECEIVABLE- NET	-	-
TOTAL RESTRICTED ASSETS	<u>47</u>	<u>45</u>
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-
TOTAL ASSETS	<u>47</u>	<u>45</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	47	45
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	-	-
TOTAL NET POSITION	<u>47</u>	<u>45</u>

DISCUSSION AND ANALYSIS

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.
- DURING FY 2016 WESTINGHOUSE ELECTRIC SUSPENDED THEIR PARTICIPATION.

**NET RESTRICTED POSITION
AT JUNE 30**



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

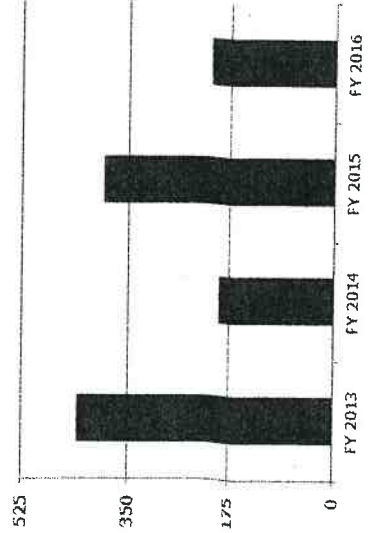
(\$ 000's)

	JUN 30 2017	JUN 30 2017	SEP 30 2017
ASSETS			
CURRENT ASSETS			
CASH AND EQUIVALENTS	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-
OTHER ASSETS	-	-	-
TOTAL CURRENT ASSETS	-	-	-
RESTRICTED ASSETS			
CASH AND EQUIVALENTS	537	533	533
ACCOUNTS RECEIVABLES- NET	4	1	1
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>534</u>	<u>534</u>
CAPITAL ASSETS			
LAND, BUILDINGS AND EQUIPMENT	668	662	662
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-
TOTAL ASSETS	<u>668</u> <u>1,209</u>	<u>662</u> <u>1,196</u>	<u>662</u> <u>1,196</u>
DEFERRED OUTFLOWS OF RESOURCES			
PENSION	-	-	-
LIABILITIES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE	-	253	252
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-
UNEARNED REVENUE	-	-	-
REVOLVING LOC FACILITY	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-
TOTAL CURRENT LIABILITIES	<u>253</u>	<u>253</u>	<u>252</u>
NONCURRENT LIABILITIES			
NET PENSION LIABILITY	-	-	-
OTHER LT LIABILITIES	-	-	-
TOTAL LIABILITIES	<u>253</u>	<u>253</u>	<u>252</u>
DEFERRED INFLOWS OF RESOURCES			
PENSION	-	-	-
NET POSITION			
NET INVESTMENT IN CAPITAL ASSETS	668	668	662
RESTRICTED FOR:			
REVOLVING LOAN FUND	-	-	-
HARBOR DREDGING	288	288	282
FOREIGN TRADE ZONE	-	-	-
UNRESTRICTED	-	-	-
TOTAL NET POSITION	<u>956</u>	<u>956</u>	<u>944</u>

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS OR REPAIRS AND MAINTENANCE FOR PORT OPERATIONS. FOR FY 2018:
 - ICE COMPRESSOR REPAIR- PFP 9
 - ROADWAY REPAIRS- HAMPTON 5
 - FUEL SHACK CAMERA- RYE 4
 - PTZ SECURITY CAMERA-RYE 4
 - ONE TON LOADSTAR REPAIR 4
 - COOLER UNIT REPAIRS- PFP 2
 - MULTI CAMERA REPAIRS-MKT ST 1

NET RESTRICTED POSITION AT JUNE 30



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

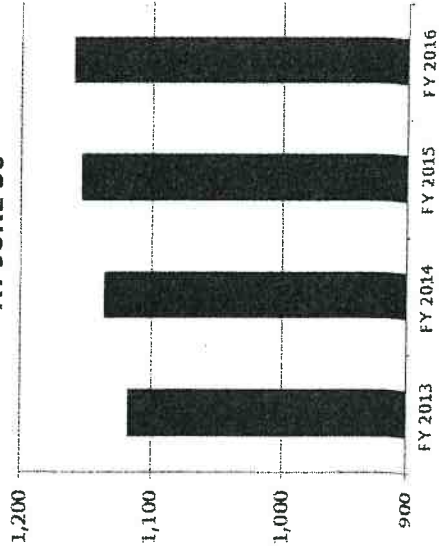
(\$ 000's)

	JUN 30 2017	SEP 30 2017	JUN 30 2017	SEP 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	1	1
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	91	1	1
ACCOUNTS RECEIVABLES- NET	1,072	1,098	-	-
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,189</u>	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,183</u>	<u>1,189</u>	-	-
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	1	1
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>1</u>	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,182	1,188
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,182</u>	<u>1,188</u>	<u>1,182</u>	<u>1,188</u>

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- LOAN RATIO IN EXCESS OF 75.0%.
- 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 JULY 31, 2018

**FINANCE COMMITTEE MEETING
NOVEMBER 13, 2017**



PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW NOVEMBER 1, 2017 TO JULY 31, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

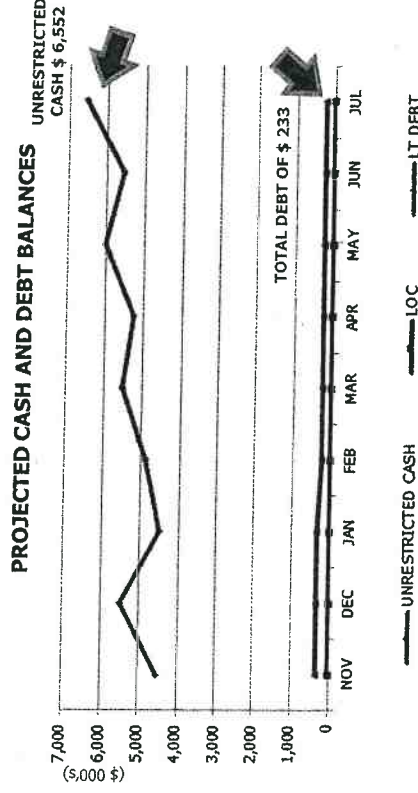
(\$ 000's)

	AMOUNT
OPENING FUND BALANCE	5,472
SOURCES OF FUNDS	
TRADEPORT TENANTS	7,365
GRANT AWARDS (SEE PAGE #8)	5,254
GOLF COURSE FEE AND CONCESSION REVENUES	1,570
MUNICIPAL SERVICE FEE (COP)- NET	(96)
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	132
EXTERNAL BANK WORKING CAPITAL- NET	-
	<u>14,645</u>
USES OF FUNDS	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	4,722
PERSONNEL SERVICES AND BENEFITS	4,550
OPERATING EXPENSES	3,510
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	667
LONG TERM DEBT RETIREMENT	116
	<u>13,565</u>
NET CASH FLOW	1,080
CLOSING FUND BALANCE	6,552

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 AND REIMBURSEMENT FORECAST AND 3) TRADEPORT REVENUE STREAMS.



TOTAL FUND BALANCES	BALANCE AT 10-31-2017	BALANCE AT 06-30-2017
PDA UNRESTRICTED	5,472	3,246
PDA DESIGNATED	16	11
TOTAL	5,488	3,257

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	5,472	4,527	5,488	4,488	4,885	5,534	5,245	6,025	5,565	5,472
SOURCES OF FUNDS										
TRADEPORT TENANTS	1,080	645	640	1,080	650	665	1,085	665	855	7,365
GRANT AWARDS (SEE PAGE #8)	260	1,838	1,006	200	615	-	245	615	475	5,254
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	190	120	85	75	160	200	200	250	290	1,570
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
SKYHAVEN AIRPORT	15	14	14	14	14	14	15	15	17	132
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,970</u>	<u>2,912</u>	<u>2,040</u>	<u>1,794</u>	<u>1,734</u>	<u>1,174</u>	<u>1,970</u>	<u>1,840</u>	<u>1,932</u>	<u>17,366</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	2,100	809	350	350	110	603	400	-	-	4,722
PERSONNEL SERVICES AND BENEFITS	490	515	525	535	500	485	480	495	525	4,550
OPERATING EXPENSES	285	415	645	300	430	350	310	400	375	3,510
MUNICIPAL SERVICE FEE	-	-	1,350	21	-	-	-	1,350	-	2,721
CAPITAL- NONGRANT (SEE PAGES #5-#7)	40	212	170	75	45	25	-	55	45	667
LONG TERM DEBT RETIREMENT	-	-	-	116	-	-	-	-	-	116
	<u>2,915</u>	<u>1,951</u>	<u>3,040</u>	<u>1,397</u>	<u>1,085</u>	<u>1,463</u>	<u>1,190</u>	<u>2,300</u>	<u>945</u>	<u>16,286</u>
NET CASH FLOW	(945)	961	(1,000)	397	649	(289)	780	(460)	987	1,080
CLOSING FUND BALANCE	4,527	5,488	4,488	4,885	5,534	5,245	6,025	5,565	6,552	6,552

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	1,400	250	100	-	-	-	400	-	-	2,150
OBSTRUCTION MITIGATION- DESIGN	10	-	-	-	-	-	-	-	-	10
OBSTRUCTION MITIGATION- CONSTRUCT	350	350	100	200	10	10	-	-	-	1,020
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	40	-	-	-	-	-	-	-	-	40
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	10	29	-	-	-	-	-	-	-	39
RUNWAY DESIGN	150	100	50	50	50	50	-	-	-	450
TERMINAL ENHANCEMENT STUDY **	50	50	100	100	50	43	-	-	-	393
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	75	30	-	-	-	-	-	-	-	105
TAXILANE PAVEMENTS (DESIGN)	15	-	-	-	-	-	-	-	-	15
ROTARY PLOW **	-	-	-	-	-	500	-	-	-	500
	2,100	809	350	350	110	603	400	-	-	4,722

NOTE:
** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES**
(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
WATER TOWER LOGO	-	-	-	-	-	-	-	30	-	30
OIL WATER SEPARATOR CLEANING	-	-	30	-	-	-	-	-	-	30
	=	=	<u>30</u>	=	=	=	=	<u>30</u>	=	<u>60</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	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 **	=	=	35	=	=	=	=	25	=	60
GOLF COURSE										
BLUE COURSE BRIDGE	25	25	25	75	40	=	=	=	=	190

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED):

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
<i>(CONTINUED):</i>										
PORTSMOUTH AIRPORT										
TERMINAL RUNWAY RELAMPING (LED) **	-	20	30	-	-	-	-	-	-	50
NORTH WEATHER STATION GENERATOR **	-	-	35	-	-	-	-	-	-	35
PARKING LOT POLES- LED ENERGY EFFICIENCY CONVERSION **	-	30	-	-	-	-	-	-	-	30
	=	<u>50</u>	<u>65</u>	=	=	=	=	=	=	<u>115</u>
MAINTENANCE										
HVAC DRIVE UNITS	15	-	-	-	-	-	-	-	-	15
SIDEWALK SNOW PLOW **	-	112	-	-	-	-	-	-	-	112
BUILDING INFRASTRUCTURE**	-	-	-	-	5	25	-	-	-	30
VEHICLE FLEET REPLACEMENT **	-	-	-	-	-	-	-	-	45	45
	<u>15</u>	<u>112</u>	=	=	5	25	=	=	<u>45</u>	<u>202</u>
TOTAL NONGRANT	<u>40</u>	<u>212</u>	<u>170</u>	<u>75</u>	<u>45</u>	<u>25</u>	<u>=</u>	<u>55</u>	<u>45</u>	<u>667</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	250	1,400	250	100	-	-	-	400	-	2,400
OBSTRUCTION MITIGATION- DESIGN	-	-	18	-	-	-	-	-	-	18
OBSTRUCTION MITIGATION- CONSTRUCT	-	-	425	-	425	-	-	130	-	980
IDENTIFICATION MANAGEMENT SYSTEM- PHASE I	-	38	-	-	-	-	-	-	-	38
IDENTIFICATION MANAGEMENT SYSTEM- PHASE II	-	-	38	-	-	-	-	-	-	38
RUNWAY DESIGN	-	-	275	-	-	-	150	-	-	425
TERMINAL ENHANCEMENT STUDY **	-	-	-	-	190	-	95	85	-	370
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT- CONSTRUCTION	-	400	-	100	-	-	-	-	-	500
TAXILANE PAVEMENT- DESIGN	10	-	-	-	-	-	-	-	-	10
ROTARY PLOW **	-	-	-	-	-	-	-	-	475	-
TOTAL GRANT	260	1,838	1,006	200	615	-	245	615	475	5,254

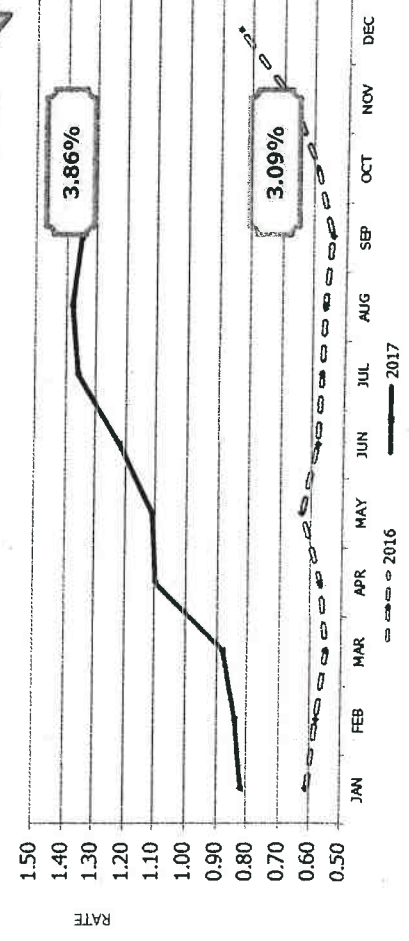
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

AMOUNT OF ORIGINAL CREDIT FACILITY	THE PROVIDENT BANK (RLOC)	5,000
AMOUNT AVAILABLE		5,000
EFFECTIVE DATE		03-10-2011
TERM DATE		12-31-2018
PURPOSE		TO PROVIDE WORKING CAPITAL
INTEREST RATE		ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS
MINIMUM SIZE OF DRAWDOWN		NO MINIMUM
OTHER		DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT		Maturity DATE	INTEREST RATE %
	10-31-2017	06-30-2017		
THE PROVIDENT BANK (RLOC)	-	-	12-31-2018	VARIABLE
CITY OF PORTSMOUTH	349	349	12-31-2020	4.50
WEIGHTED AVERAGE	349	349		4.50

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>789</u>
SOURCES OF FUNDS	
FACILITY RENTALS	508
MOORING FEES	325
REGISTRATIONS / WHARFAGE	270
FUEL SALES	180
PARKING FEES AND CONCESSIONS	105
	<u>1,388</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,065
OPERATING EXPENSES	414
FUEL PROCUREMENT	180
CAPITAL EXPENDITURES	20
	<u>1,679</u>
NET CASH FLOW	<u>(291)</u>
CLOSING FUND BALANCE	<u>498</u>

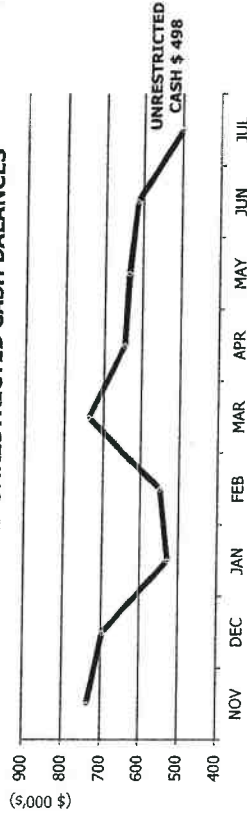
DISCUSSION

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST 2) WORKERS COMPENSATION CLAIMS 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.

LEASE AGREEMENT WITH STATE OF MAINE DEPARTMENT OF TRANSPORTATION EXPIRES **NOVEMBER 30, 2017**. HAVE ASSUMED FULL REPLACEMENT CONTRACT.

\$ 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



TOTAL FUND BALANCES	BALANCE AT 10-31-2017	BALANCE AT 06-30-2017
UNRESTRICTED FUNDS	789	775
HARBOR DREDGING	540	538
FOREIGN TRADE ZONE	36	46
REVOLVING LOAN FUND	<u>104</u>	<u>111</u>
TOTAL	<u>1,469</u>	<u>1,470</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>789</u>	<u>735</u>	<u>696</u>	<u>528</u>	<u>549</u>	<u>737</u>	<u>644</u>	<u>634</u>	<u>615</u>	<u>789</u>
SOURCES OF FUNDS										
FACILITY RENTALS	55	55	55	57	57	57	57	58	57	508
CONCESSION REVENUES	4	-	-	5	-	2	2	2	-	15
MOORING FEES	-	-	-	50	200	50	-25	-	-	325
REGISTRATIONS / WHARFAGE	-	25	45	25	45	40	40	25	25	270
PARKING FEES	5	5	-	-	-	-	10	30	40	90
FUEL SALES	20	20	20	20	15	15	20	25	25	180
	<u>84</u>	<u>105</u>	<u>120</u>	<u>157</u>	<u>317</u>	<u>164</u>	<u>154</u>	<u>140</u>	<u>147</u>	<u>1,388</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	75	75	190	80	80	195	85	90	195	1,065
BUILDINGS AND FACILITIES	10	30	20	10	10	15	20	15	20	150
GENERAL AND ADMINISTRATIVE	12	10	11	12	12	12	11	12	11	103
UTILITIES	11	14	18	18	17	15	13	12	13	131
PROFESSIONAL SERVICES	-	-	10	-	-	10	-	-	10	30
FUEL PROCUREMENT	30	15	30	15	10	10	25	30	15	180
CAPITAL EXPENDITURES AND OTHER	-	-	10	-	-	-	10	-	-	20
	<u>138</u>	<u>144</u>	<u>289</u>	<u>135</u>	<u>129</u>	<u>257</u>	<u>164</u>	<u>159</u>	<u>264</u>	<u>1,679</u>
NET CASH FLOW	(54)	(39)	(169)	22	188	(93)	(10)	(19)	(117)	(291)
CLOSING FUND BALANCE	<u>735</u>	<u>696</u>	<u>528</u>	<u>549</u>	<u>737</u>	<u>644</u>	<u>634</u>	<u>615</u>	<u>498</u>	<u>498</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>540</u>	<u>546</u>	<u>547</u>	<u>566</u>	<u>551</u>	<u>555</u>	<u>562</u>	<u>586</u>	<u>570</u>	<u>540</u>
SOURCES OF FUNDS										
PIER USAGE FEES	3	4	15	3	2	3	20	5	10	65
REGISTRATIONS	2	2	2	2	2	2	3	2	3	20
FUEL FLOWAGE FEES	3	3	2	2	2	2	3	2	3	22
	8	9	19	7	6	7	26	9	16	107
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	3	-	-	2	-	-	-	3	8
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	-	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CB0C)	-	5	-	20	-	-	-	25	-	50
	2	8	-	22	2	-	2	25	3	64
NET CASH FLOW	6	1	19	(15)	4	7	24	(16)	13	43
CLOSING FUND BALANCE	<u>546</u>	<u>547</u>	<u>566</u>	<u>551</u>	<u>555</u>	<u>562</u>	<u>586</u>	<u>570</u>	<u>583</u>	<u>583</u>

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

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>36</u>	<u>36</u>	<u>36</u>	<u>28</u>	<u>28</u>	<u>24</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>36</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	-	5	8	-	4	4	-	-	-	21
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW										
	-	-	(8)	-	(4)	(4)	-	-	-	(16)
CLOSING FUND BALANCE										
	<u>36</u>	<u>36</u>	<u>28</u>	<u>28</u>	<u>24</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- REVOLVING LOAN

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>104</u>	<u>119</u>	<u>133</u>	<u>124</u>	<u>141</u>	<u>156</u>	<u>133</u>	<u>130</u>	<u>95</u>	<u>104</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	13	13	13	14	14	14	14	14	14	123
INTEREST INCOME-LOANS	4	4	5	4	4	5	5	5	5	41
INTEREST INCOME- FUND BALANCE	-	-	-	1	-	-	-	1	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>17</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>18</u>	<u>19</u>	<u>19</u>	<u>20</u>	<u>19</u>	<u>166</u>
USE OF FUNDS										
NEW LOANS ISSUED	-	-	25	-	-	40	20	52	-	137
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	3	2	2	3	2	2	3	2	21
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	<u>2</u>	<u>3</u>	<u>27</u>	<u>2</u>	<u>3</u>	<u>42</u>	<u>22</u>	<u>55</u>	<u>2</u>	<u>158</u>
	15	14	(9)	17	15	(23)	(3)	(35)	17	8
CLOSING FUND BALANCE	<u>119</u>	<u>133</u>	<u>124</u>	<u>141</u>	<u>156</u>	<u>133</u>	<u>130</u>	<u>95</u>	<u>112</u>	<u>112</u>

REVOLVING LOAN FUND

**SEMI-ANNUAL FILING TO THE
ECONOMIC DEVELOPMENT ADMINISTRATION
SEPTEMBER 30, 2017**

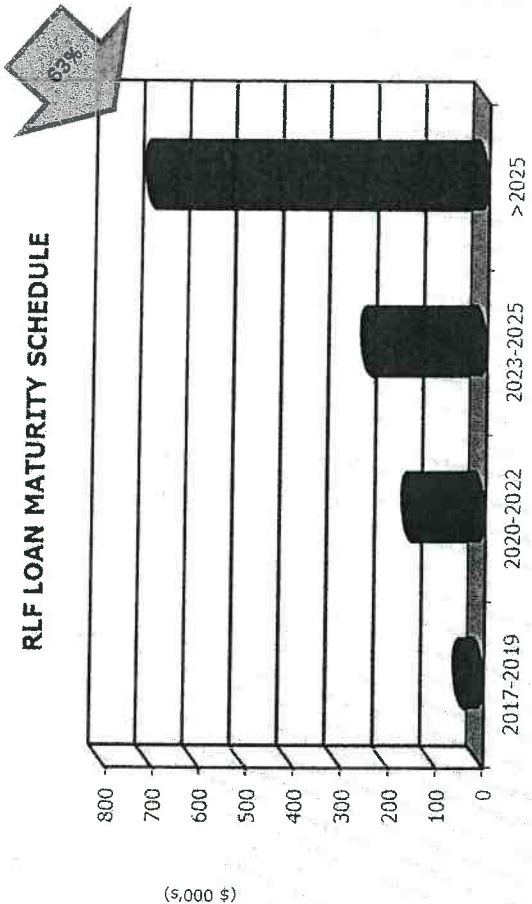
**FINANCE COMMITTEE MEETING
NOVEMBER 13, 2017**

REVOLVING LOAN FUND INCOME AND EXPENSE STATEMENT

(\$ 000's)

	SIX MONTHS ENDING SEPT 30, 2017	SIX MONTHS ENDING MAR 31, 2017	SIX MONTHS ENDING SEPT 30, 2016	SIX MONTHS ENDING MAR 31, 2016	SIX MONTHS ENDING SEPT 30, 2015
RLF INCOME	<u>22</u>	<u>22</u>	<u>21</u>	<u>18</u>	<u>17</u>
ADMINISTRATIVE EXPENSES CHARGED TO RLF INCOME					
PROFESSIONAL SERVICES	12	10	16	14	9
OTHER COSTS	=	=	=	=	=
TOTAL EXPENSES	<u>12</u>	<u>10</u>	<u>16</u>	<u>14</u>	<u>9</u>
RLF INCOME- NET	<u>10</u>	<u>12</u>	<u>5</u>	<u>4</u>	<u>8</u>
CUMULATIVE RLF INCOME- NET	<u>417</u>	<u>407</u>	<u>395</u>	<u>390</u>	<u>386</u>
EXPENSES AS A % OF RLF INCOME	<u>54.5</u>	<u>45.5</u>	<u>76.2</u>	<u>77.8</u>	<u>52.9</u>

REVOLVING LOAN FUND LOAN BALANCES OUTSTANDING



HISTORICAL SUMMARY OF LOAN ACTIVITY	
NUMBER OF LOANS ISSUED	<u>97</u>
JOBS	
CREATED	96
SAVED	<u>209</u>
	<u>305</u>
RLF DOLLARS LOANED:	
RETENTION	\$ 2,671
EXPANSION	1,020
START-UP	486
	<u>\$ 4,177</u>

PARTICIPANT	RLF CUMULATIVE AMOUNTS OUTSTANDING	% OF RLF PORTFOLIO	(\$ 000's)
OCEAN PRIDE	175	15.9	
BBE LOBSTER	152	13.8	
KING MARINE, LLC	136	12.4	
BOIES	112	10.2	
MARCONI	92	8.4	
SWEET CAROLYN, LLC	47	4.3	
BLACK LAB FISHING CO.	45	4.1	
WENDY LEIGH	40	3.6	
WASSON	37	3.4	
FELCH	35	3.2	
DOBRE	32	2.9	
J&K FISHERIES	30	2.7	
DRISCOLL	28	2.6	
BERINGER	26	2.4	
CAMPOLINI	22	2.0	
HEISEY	19	1.7	
PAWLUK	16	1.5	
MCCUNE	13	1.2	
BROWN	13	1.2	
BOHELY	12	1.1	
STETTNER	8	0.7	
TIRONE	8	0.7	
	<u>1,098</u>	<u>100.0%</u>	



3. Seacoast Helicopters agrees to provide PDA with satisfactory evidence that Seacoast Helicopters' insurance covers Seacoast Helicopters and any of its agent and/or contractors for the operations designated in the terms of this Right of Entry. Said insurance shall include: a) comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as additional insured; b) automobile liability insurance coverage in the amount of \$1,000,000.00; and c) workers' compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain (I) a provision that no act or omission of any employee, officer or agent of Seacoast Helicopters 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 PDA, (iii) provide that the insurer shall have no right of subrogation against the PDA and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. To the extent that Seacoast Helicopters does its own digging and site work, it agrees to provide proof of insurance coverage for such activities.

4. Seacoast Helicopters obtaining the prior written consent of the Engineering Department of the PDA before conducting any testing of existing infrastructure which is on site or any drilling, testpitting, borings or other ground surface disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

5. Seacoast Helicopters' agreement to ensure that its agents and contractors comply with all PSM Airport security requirements and that it inform PDA's Airport Management Department when contractors will be on site conducting work authorized under this Right of Entry.

6. Seacoast Helicopters' agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

7. Seacoast Helicopters' agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. Seacoast Helicopters acknowledges and agrees that, except as otherwise set forth herein, no legal interests in the Premises shall accrue to Seacoast Helicopters with respect to the Premises.

8. Seacoast Helicopters 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.

Bruce P. Cultrera
Seacoast Helicopters, LLC
November 3, 2017
Page 3

Please indicate by your signature below Seacoast Helicopters' consent and return the same to me with evidence of insurance as required.

Sincerely,



David R. Mullen
Executive Director

Agreed and accepted this 3rd day of November, 2017

Seacoast Helicopters, LLC

By: _____

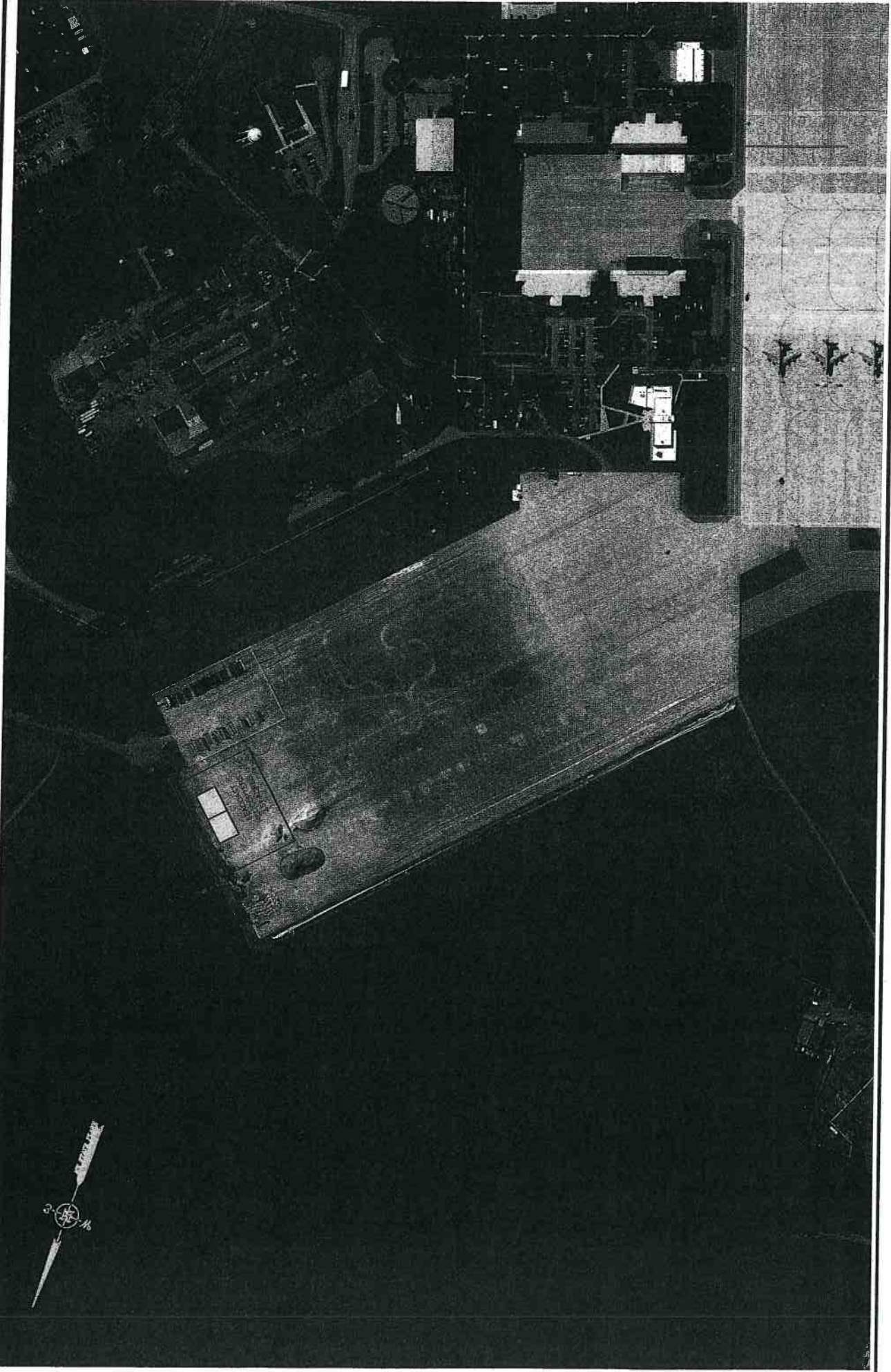


duly authorized

cc: Maria Stowell, P.E. - Manager - Engineering
Mark H. Gardner, Deputy General Counsel
Paul Brean, Airport Director

EXHIBIT A

PREMISES



Seacoast Helicopters Location Plan

DESIGNED BY: MRM DATE: 10/30/17 SCALE: 1"=500'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

nh-airfield-helicopters-pease

October 26, 2017

Kathy Temple
Great Circle Catering, LLC
139 Flightline Road
Portsmouth, NH 03801

Re: Fourth Extension of Right of Entry - Airport Terminal
Pease International Tradeport, Portsmouth, New Hampshire Right of Entry

Dear Ms. Temple:

This letter will serve to extend the Right of Entry dated September 16, 2014, as amended, granted to Great Circle Catering, LLC (Great Circle) and/or its agents to enter upon the premises defined as Airport Terminal Building at Portsmouth International Airport at Pease ("PSM") in such areas as may be designated by the Airport Manager or his designee from time to time (the "Premises") for a period of six months (6) months commencing October 1, 2017 through March 31, 2018. This Right of Entry will expire at the close of business on March 31, 2018 unless otherwise extended by agreement of Great Circle and Pease Development Authority ("PDA"). This option to extend is being exercised by the authority granted to me by the Board of Directors at its April 20, 2016 meeting and in accordance with the Third Extension of Right of Entry dated April 4, 2016.

All other terms and conditions of the Right of Entry dated September 16, 2014 shall remain in full force and effect. Please indicate by your signature below Great Circle's consent and return the same to me.

Very truly yours,

David R. Mullen
Executive Director

Agreed and accepted this _____ day of _____, 2017

Great Circle Catering, LLC

By: _____
duly authorized

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute the Right of Entry ("ROE") with Jalbert Leasing, Inc. d/b/a C & J Bus Lines ("C & J") of Portsmouth, NH for the purpose of parking C & J customer vehicles. The ROE is effective from November 1, 2017 through April 30, 2017 with one six (6) month option to extend subject to the approval of the Executive Director; all in accordance with the memorandum of David R. Mullen, Executive Director, dated November 8, 2017 attached hereto.

N:\RESOLVES\Resolves\2017\JalbertROE 1117.docx

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Re: Right of Entry - Jalbert Leasing, Inc. d/b/a C & J Bus Lines
Date: November 8, 2017

As you know Jalbert Leasing, Inc. d/b/a C & J Bus Lines (“C & J”) has been using vacant parking areas on the Tradeport for its overflow parking needs. Recently C & J requested permission to use additional properties for its overflow offsite parking needs. Subject to Board approval, PDA has agreed to permit C & J to use four separate areas on the Tradeport as shown on the Plans attached to the Right of Entry (“ROE”) included in this Board package.

The use of these parking spaces is on a valet service basis only. In the event a third party expresses interest in developing any of the properties, PDA has included language in the ROE which permits it to terminate the use of these areas on short notice. C & J will pay PDA a fee of \$4,789.80 per month for the use of the four parking areas. The initial term of the ROE is six months and can be extended an additional six months subject to the approval of the Executive Director.

At the November 16, 2017 meeting of the Board of Directors I intend to seek the Board’s approval to enter into an agreement with C & J on terms and conditions set forth in the attached ROE.

P:\MEMOS.MHG\Board\C&JBODmemo 110817.docx

October 27, 2017

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

Re: Right of Entry for Use of Parking Area
4 Lots-Durham and Hampton Streets, Portsmouth, NH

Dear Mr. Jalbert:

This letter will authorize C & J Bus Lines ("C & J") to use and to enter upon and utilize four parking lots situated on Durham Street and Hampton Street, Portsmouth, New Hampshire as shown on the attached Exhibit A (the "Premises") for the period commencing November 1, 2017 through midnight April 30, 2018 for the purposes of parking C & J customer vehicles on a valet basis only. C & J is also granted a six (6) month option to extend the ROE through October 31, 2018 subject to the approval of the Executive Director of Pease Development Authority ("PDA"). The privileges granted under this Right of Entry will expire at midnight on April 30, 2018, unless extended by C & J's exercise of the option. Please note that this ROE is subject to approval of the PDA Board of Directors which will next meet on November 16, 2017.

This authorization is conditioned upon the following:

1. C & J'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 risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. C & J expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of C & J's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. C & J 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 attorney's fees arising out of or related to C & J's, and its employees, agents, patrons, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
October 27, 2017
Page 2

2. C & J understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (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.

3. C & J, and/or any agent of C & J, providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) 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 contain: (i) a provision that no act or omission of any employee, officer or agent of C & J 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) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of C & J that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

4. C & J's agreement that all vehicles parked at the Premises will be driven to and from the Premises by a valet service provided by C & J at its sole expense and that its patrons will not be allowed to self-park vehicles on the Premises. ***C & J's further agreement to use its best efforts to ensure that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and to assume full responsibility for the removal of vehicle(s) left on the Premises, time being of the essence.***

5. C & J agrees the vehicles may be parked in the areas depicted in Exhibit A. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations.

6. C & J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry.

7. C & J shall coordinate the initial snow removal with the Pease Maintenance Department. All snow removal, sanding, and salting shall be at C & J's own cost and expense.

8. 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 C & J's

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
October 27, 2017
Page 3

patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. C & J's agreement that C & J's maintenance and management of the Premises shall be done at C & J's own costs and expense.

10. Prior to termination of the Right of Entry, C & J agrees to restore the Premises to the same or better conditions than the Premises were in before C & J's use.

12. C & J's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises.

13. C & J's agreement to pay a fee for each lot per month for the period of use under this Right of Entry and pro-rated for partial periods broken down as follows:

Lot 1	Durham/Aviation	0.93 acres	\$1,181.57/mo.
Lot 2	47 Durham Street	1.05 acres	\$1,334.03/mo.
Lot 3	Hampton Street South	0.90 acres	\$1,143.45/mo.
Lot 4	Hampton Street North	0.89 acres	<u>\$1,130.75/mo.</u>
	Total		\$4,789.80/mo.

C & J agrees to vacate the premises after receiving 60 days notice by the PDA for Lots 1, 2 and 4. C & J agrees to vacate the premises after receiving 30 days notice by the PDA for Lot 3.

14. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, C & J shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of the ROE Fee. To the extent the ROE Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, C & J may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the ROE Premises, or on C & J for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this ROE shall terminate.

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
October 27, 2017
Page 4

In the event the ROE Premises, or any portion thereof, are removed from the Airport District, C & J shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

Please indicate by your signature below C & J's consent to the terms and conditions of this Right of Entry and return the same to me with evidence of insurance and payment of fee as required.

Very truly yours,

David R. Mullen
Executive Director

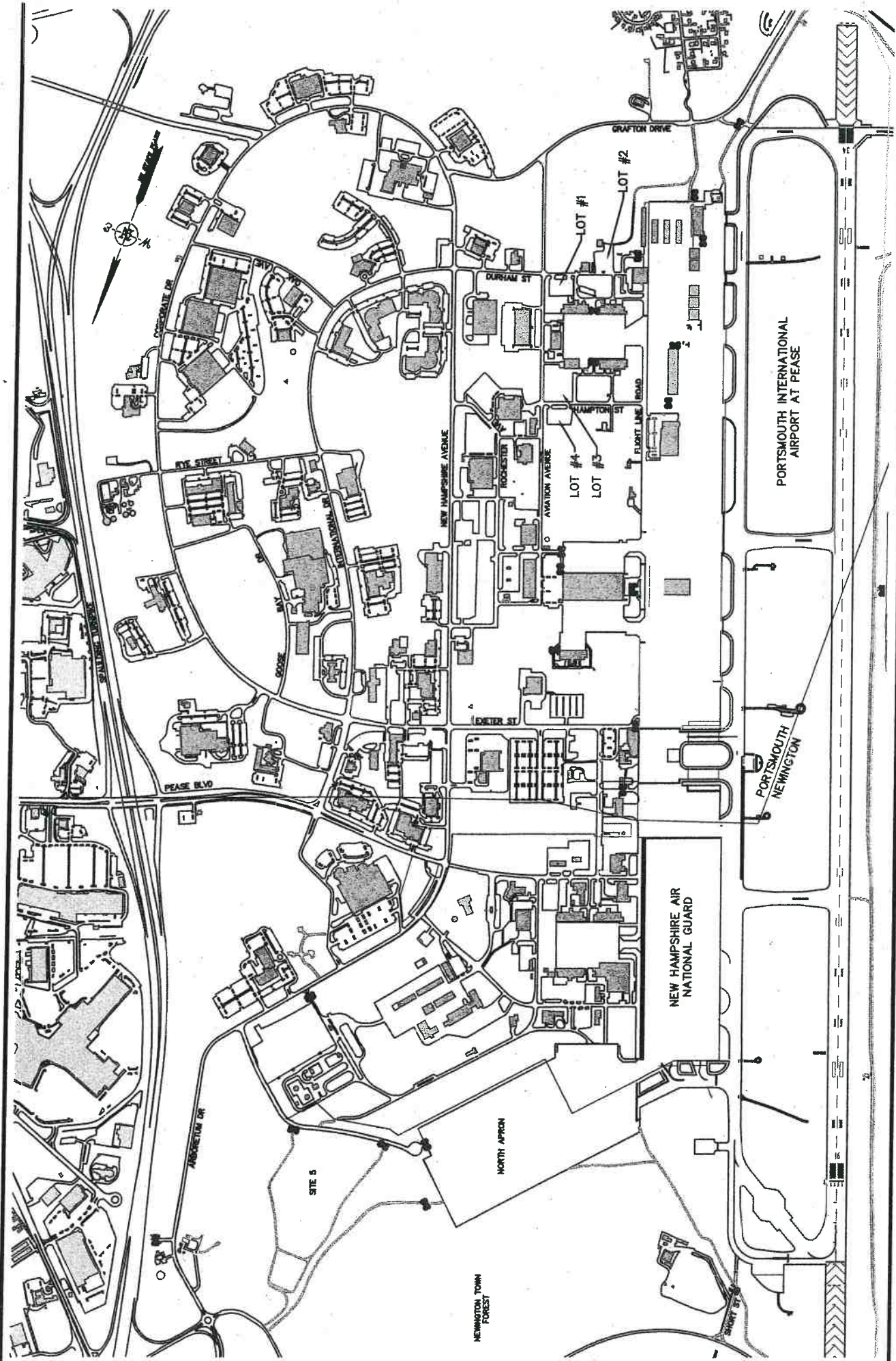
Agreed and accepted this ____ day of _____, 2017

Jalbert Leasing, Inc. d/b/a C & J Bus Lines

By: _____
duly authorized

EXHIBIT "A"

PREMISES



C&J Satellite Parking Areas

DESIGNED BY: MRM DATE: 11/9/17 SCALE: NTS

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

n:\engines\cod files\year master plan\unapproved\cityship maps



AVIATION AVE
APPROXIMATE ROW

LOT #1
0.93 Acres

C&J Trailways Satellite Parking at 42 Durham Street DESIGNED BY: MRM DATE: 11/9/17 SCALE: 1"=50'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



47 DURHAM STREET

DURHAM STREET

LOT #2
1.05 ACRES

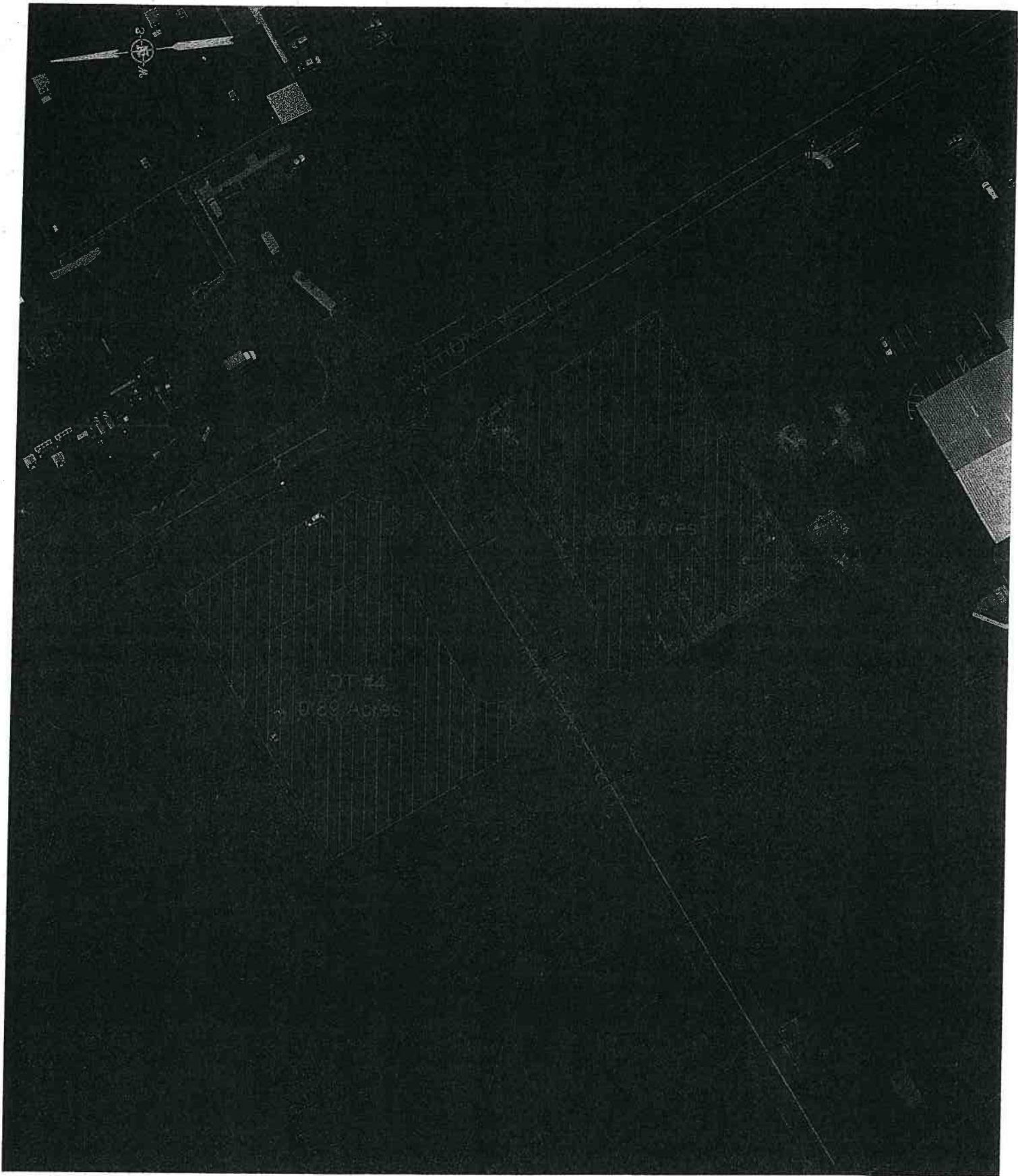
DESIGNATED PARKING
AREA = 1.05 ACRES±

Satellite Parking for C&J

DESIGNED BY: MRM

DATE: 11/9/17

SCALE: 1"=60'±



Satellite Parking for C&J

DESIGNED BY: MRM

DATE: 11/9/17


SCALE: 1"=100'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: November 16, 2017
Re: Sublease between 25, 29 Retail, LLC and Triple Crown Consulting, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease within the leased premises at 25 New Hampshire between 25, 29 Retail, LLC ("25, 29 Retail") and Triple Crown Consulting, LLC ("Triple Crown") for 2,114 square feet for a period of five years with one five (5) year option, executed on October 20, 2017 and effective February 1, 2018. Triple Crown will use the premises for general office and related use.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 25, 29 Retail's continued primary liability for payment of rent and other obligations pursuant to the PDA/25, 29 Retail Sublease.

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

MOTION


Director Torr:

The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Wentworth–Douglass Hospital for the premises located at 67 and 121 Corporate Drive, Portsmouth, New Hampshire; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated November 7, 2017, attached hereto.

N:\RESOLVES\Resolves\2017\WDHConceptPlan 1117.docx

MEMORANDUM

To: David R. Mullen, Executive Director

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

Date: November 7, 2017

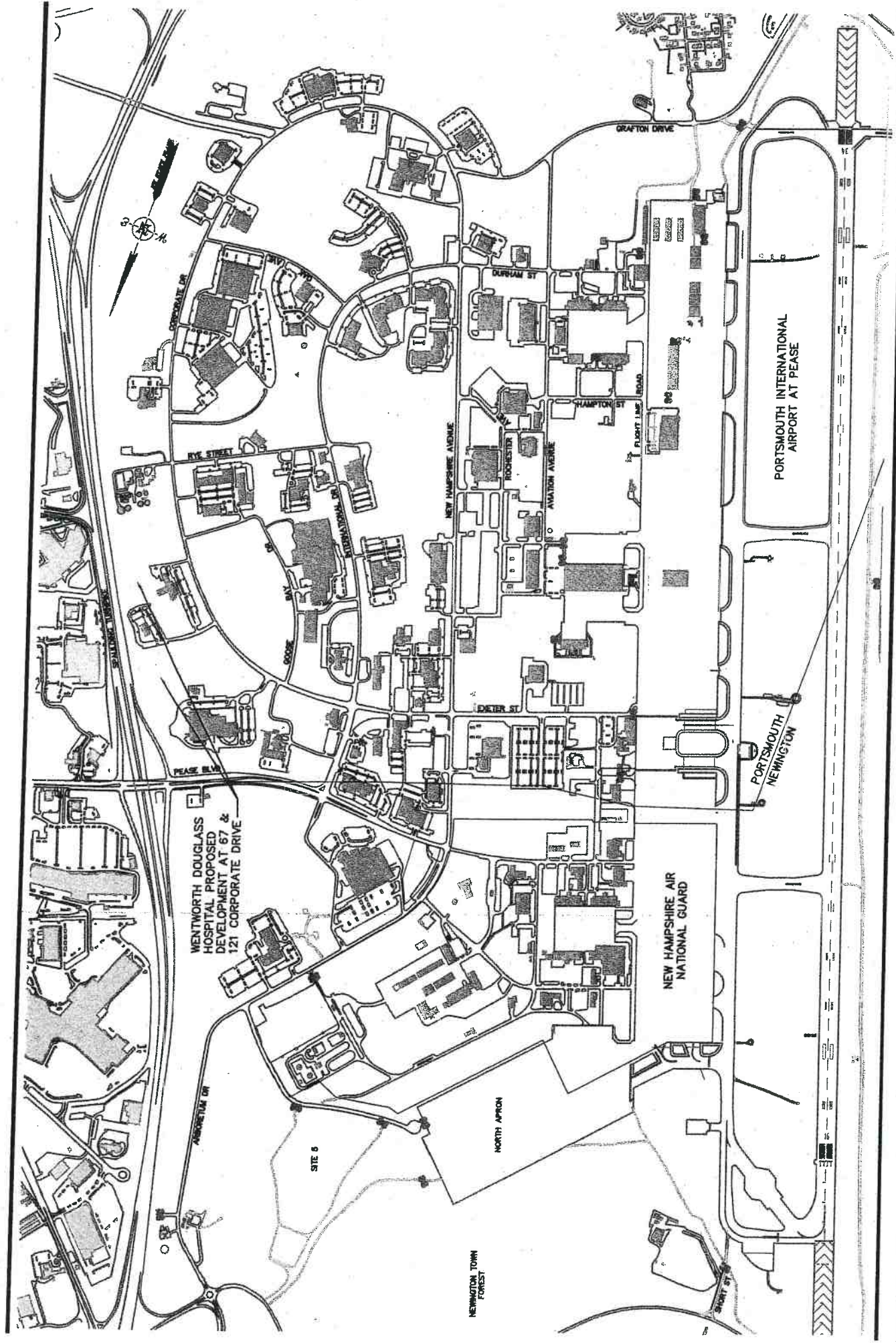
Subject: Concept Approval for Wentworth-Douglass – 67 & 121 Corporate Drive

Wentworth-Douglass Hospital is seeking concept approval to construct two medical office buildings with associated utilities, parking and landscaping on the properties to the north and south of its current building located at 73 Corporate Drive in the Business Commercial Zone. The building located to the north will be three stories and 60,000 square feet. The building to the south will be two stories and 25,000 square feet. Both buildings will be constructed concurrently. The development will require that the three lots at 67, 73 and 121 Corporate Drive be consolidated into one lot. Additionally, the driveway entrance to 73 Corporate, which is now a separate parcel will be added to the new lot. The new lot will consist of 21.1 acres. There are wetlands on site and the applicant is proposing to utilize the buffer of the large wetland at the south end of the site for stormwater management. This is a permitted use per Part 304-A.07(9) of the PDA Land Use Controls. After review, it's been determined the concept plan conforms with requirements for parking, setbacks, and open space.

After preliminary meetings with VHB, the applicant's site engineer, and the Portsmouth DPW, staff feels the concept is well thought out and is ready to go through the Site Review Process at the City. At the November 16 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 December 5 and the Planning Board on December 21.

Please note that although a wall sign is shown on the building rendering, this action does not include sign approval. The applicant will present a separate sign approval request at a later date.

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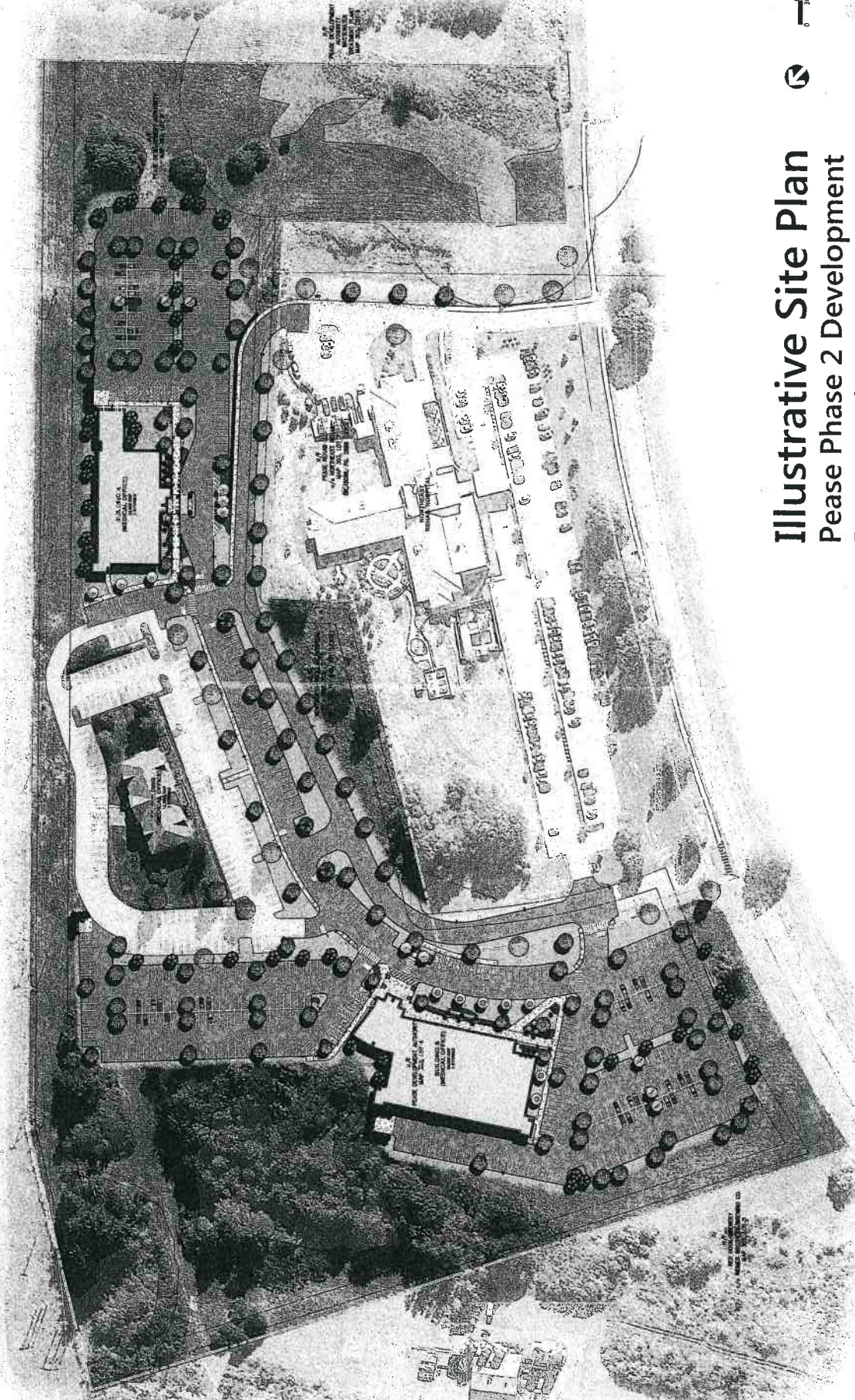
Vicinity Plan for Wentworth Douglass

DESIGNED BY: MRM DATE: 11/7/17 SCALE: NTS

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

© 2017 Pease Development Authority. All rights reserved. This map is for informational purposes only. It is not intended to be used for legal or financial purposes. For more information, please contact the Pease Development Authority.

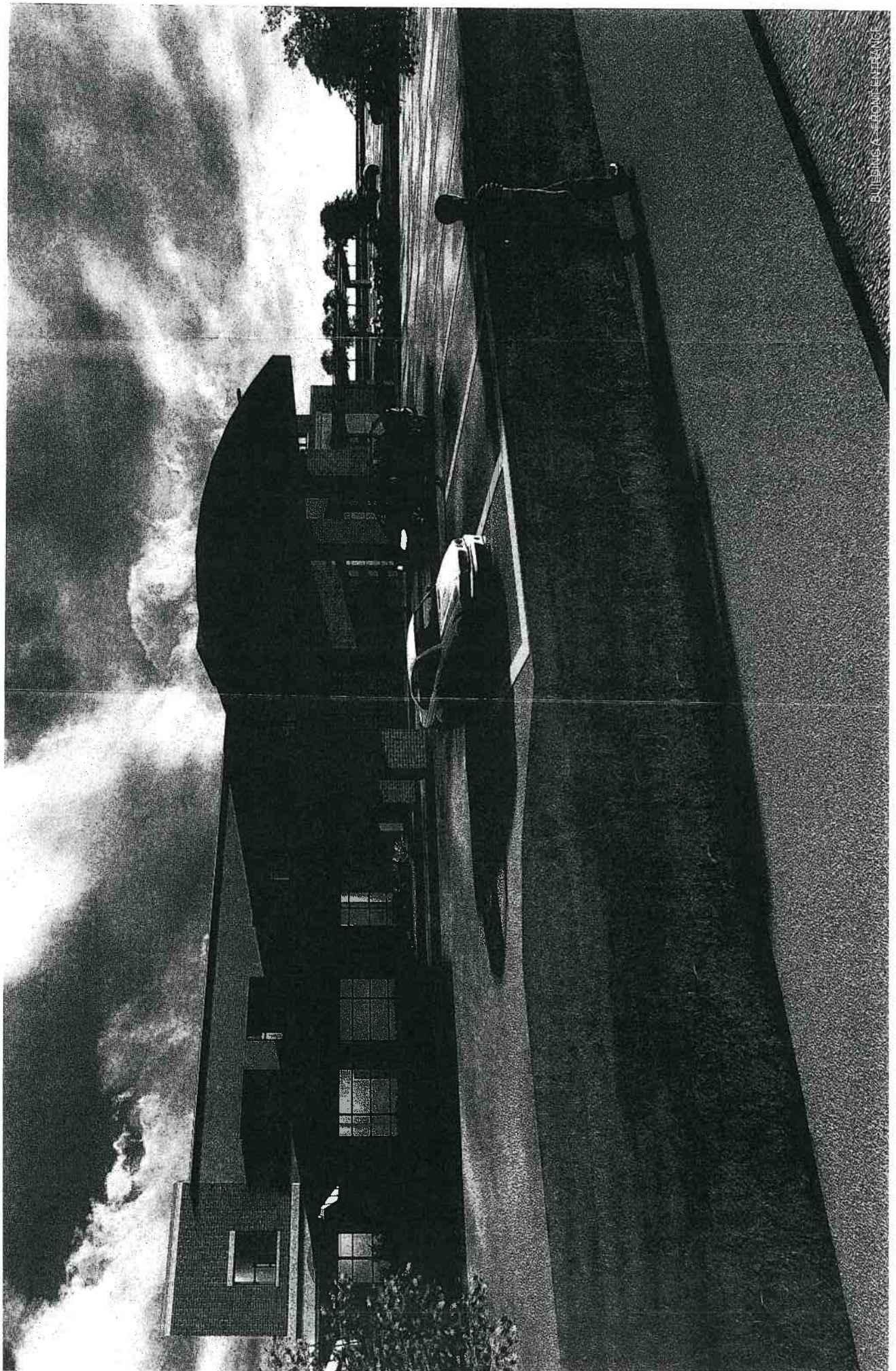


Illustrative Site Plan

Pease Phase 2 Development

Portsmouth, New Hampshire

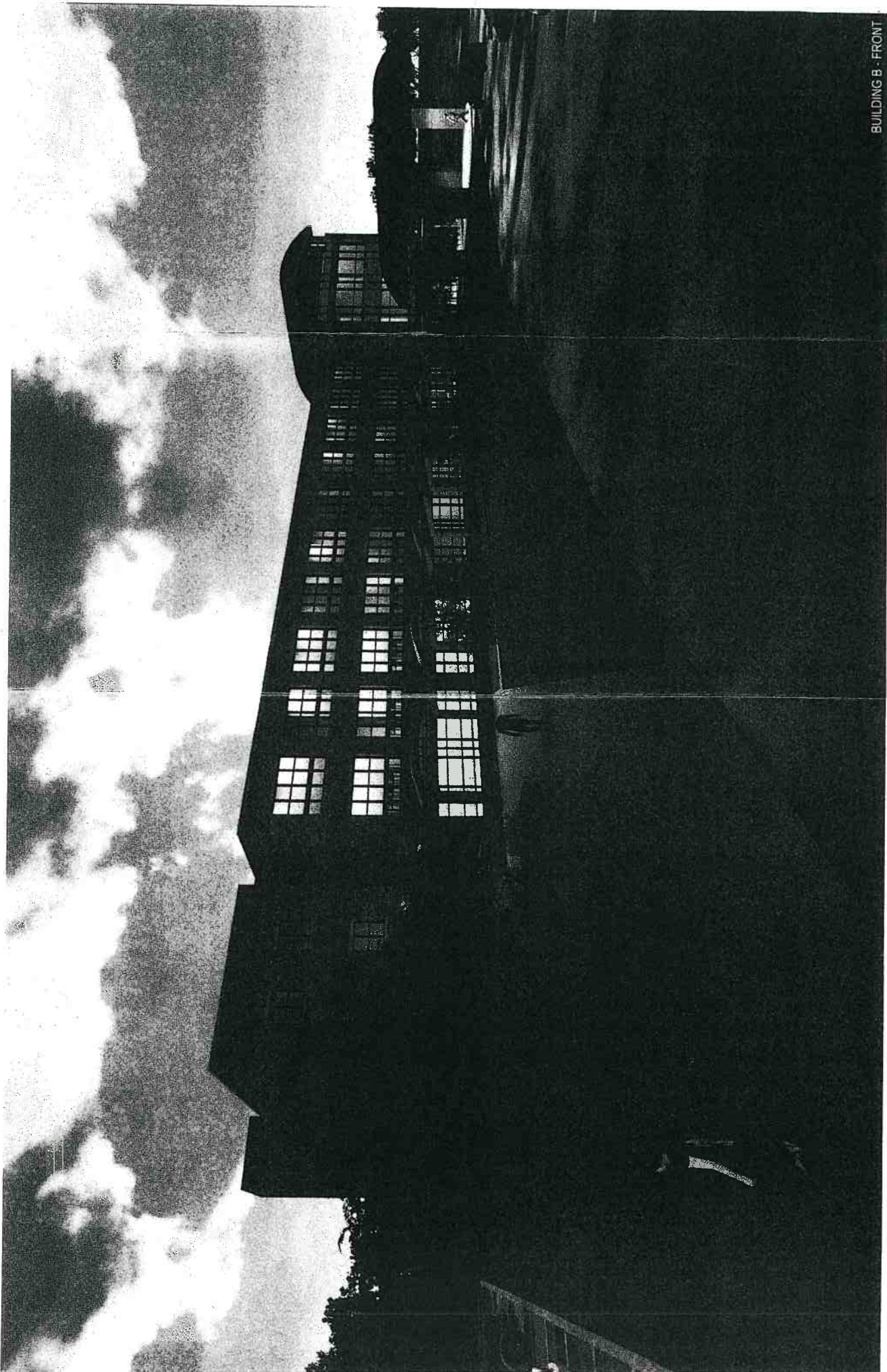




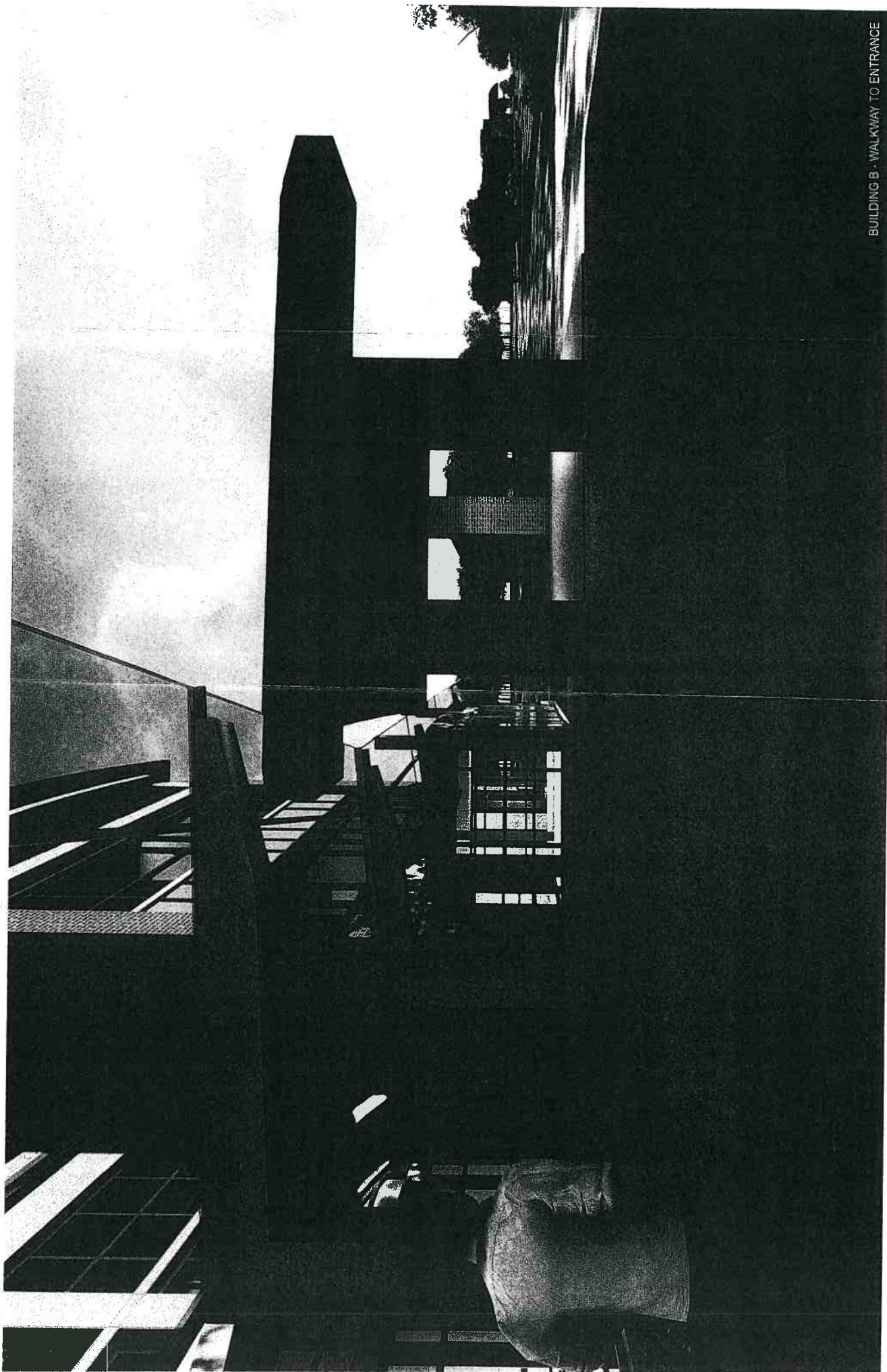
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WENTWORTH-DOUGLASS HOSPITAL
MASSACHUSETTS GENERAL HOSPITAL SUBSIDIARY

LDING A- FROM HIGHWAY



BUILDING B - FRONT



BUILDING B - WALKWAY TO ENTRANCE

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by OpRock Portsmouth International Fee, LLC for the expansion of the Residence Inn located at 1 International Drive, Portsmouth, NH to include a waiver of minimum parking requirements and such other terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated November 8, 2017, attached hereto.

N:\RESOLVES\Resolves\2017\ResidenceInn 1117.docx

MEMORANDUM

To: David R. Mullen, Executive Director

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

Date: November 8, 2017

Re: Concept Plan – Residence Inn, 1 International Drive

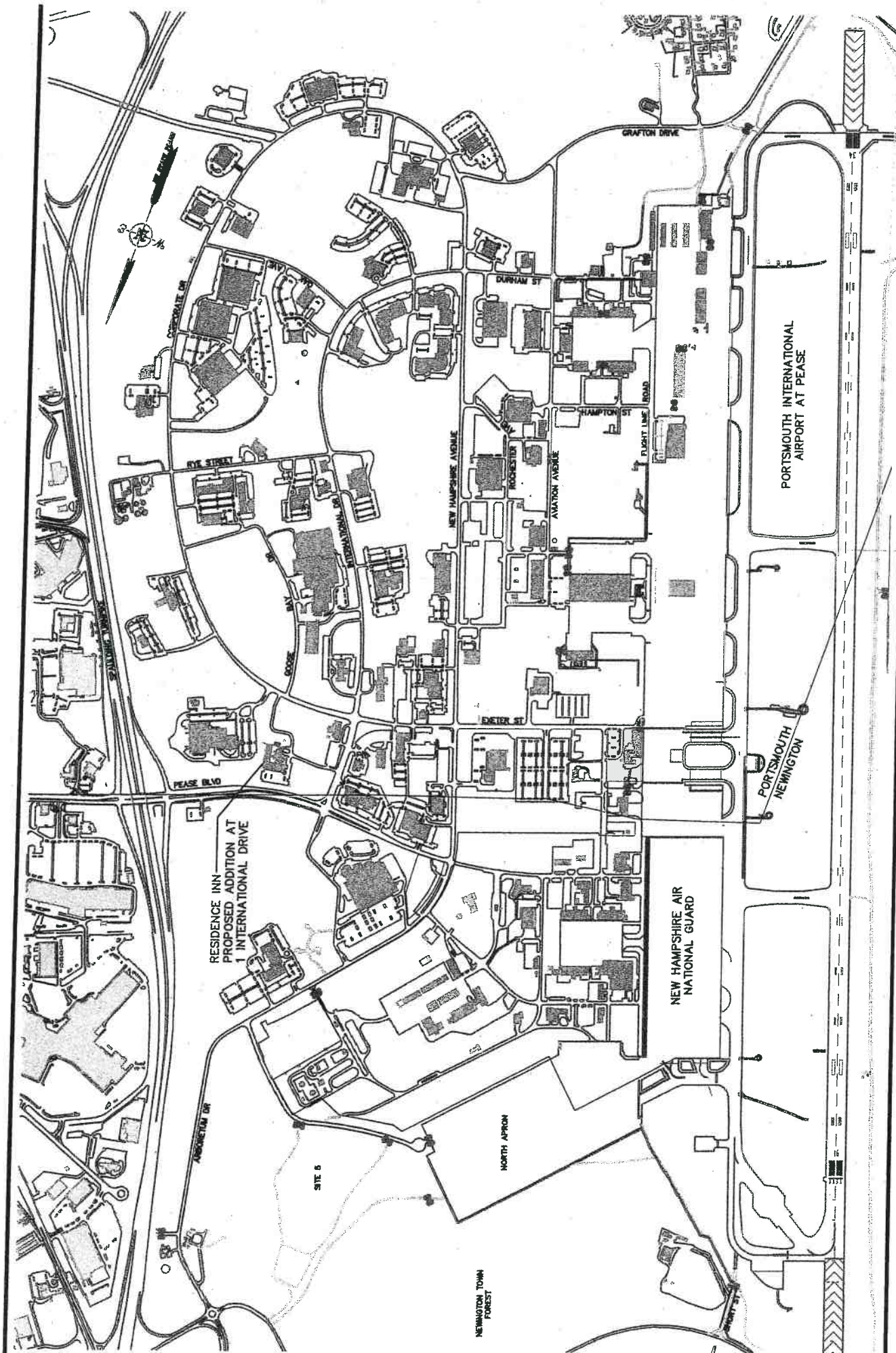
OpRock Portsmouth International Fee, LLC (OpRock) is proposing to construct a building addition to the existing Residence Inn hotel located at 1 International Drive on the Tradeport. This addition will provide thirty-six additional rooms. Attached is a site concept plan as well as a rendering of the existing building with the proposed addition. As you can see, the architecture of the addition matches the original design of the building and the site accommodates the footprint.

All utilities will be fed from inside the existing building with the exception of gas and sewer. Short extensions of these services will be required to serve the new addition. In addition, a new detention pond will be constructed to help settle sediment out of stormwater and attenuate the peak flow.

The Concept Plan also shows 29 future parking stalls on the south side of the existing building and adjacent to the new addition. The number of stalls required by our Land Use Controls is 141. There are currently 124 stalls on site. OpRock has indicated that the existing parking is more than adequate to serve its existing and future customers, and is requesting a waiver from part 307.01(c) of the PDA Land Use Controls to allow 124 stalls. OpRock is prepared to expand the parking if it becomes necessary. Staff recommends this approach as it would reduce the impervious coverage on the site. The Stormwater treatment is sized for the expanded parking.

At the November 16 meeting, please ask the PDA Board of Directors to approve the concept plan for proposed building addition and a waiver from part 307.01(c) of the PDA Land Use Controls. Approval will allow the tenant to proceed to the City of Portsmouth with the submission of a site review application for the proposed project.

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RESIDENCE INN
PROPOSED ADDITION AT
1 INTERNATIONAL DRIVE

NEW HAMPSHIRE AIR
NATIONAL GUARD

PORTSMOUTH INTERNATIONAL
AIRPORT AT PEASE

PORTSMOUTH
NEWINGTON

NEWINGTON TOWN
FOREST

STE 5

NORTH APRON

Vicinity Plan for Residence Inn

DESIGNED BY: MRM DATE: 11/7/17 SCALE: NTS

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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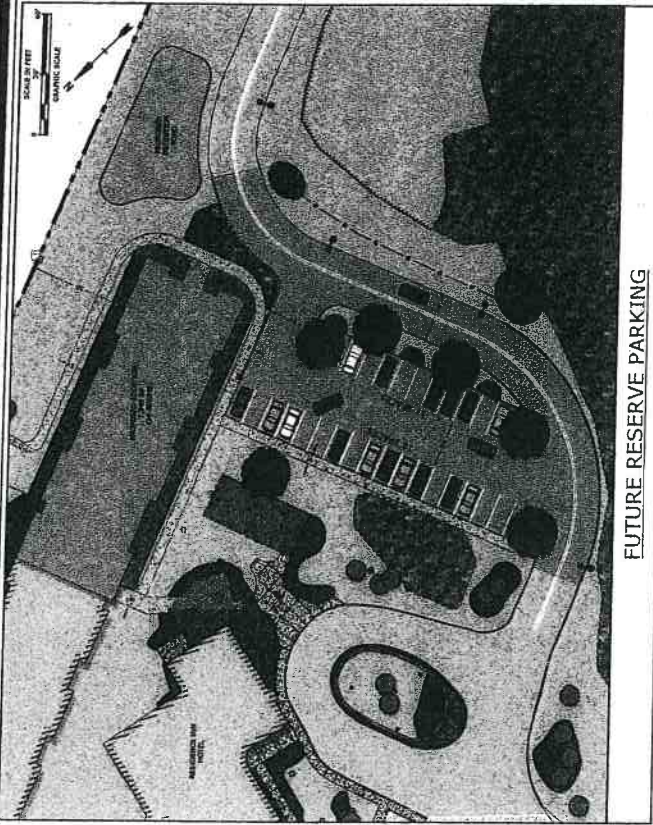
**RESIDENCE INN
BUILDING EXPANSION
INTERNATIONAL DRIVE
PORTSMOUTH, NEW HAMPSHIRE**

SITE PLAN

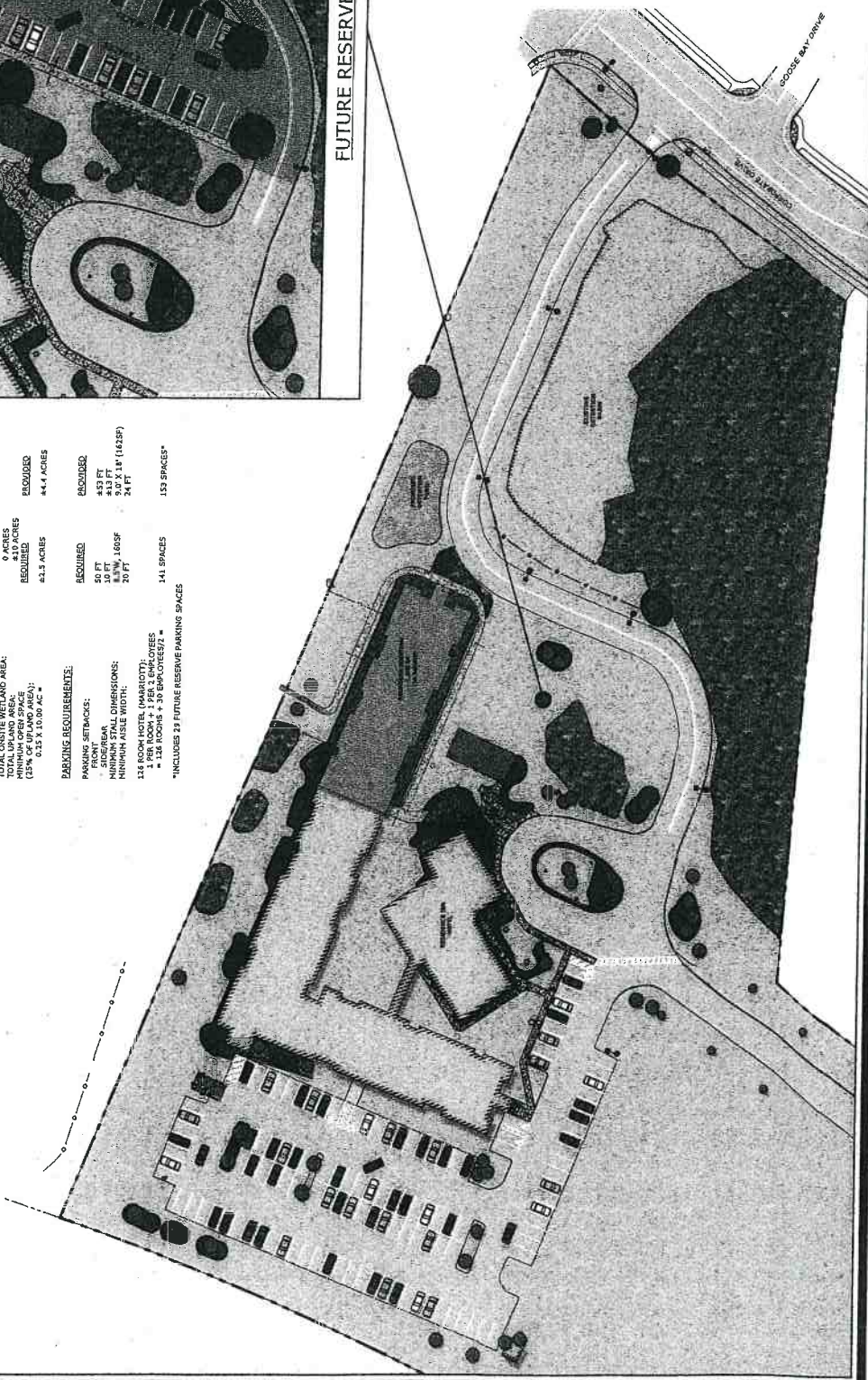
SITE DATA: AIRPORT BUSINESS/COMMERCIAL
PERMITTED USES: OFFICE, RESTAURANT
DIMENSIONAL REQUIREMENTS:
 MINIMUM LOT SIZE: PROVIDED 4.0 ACRES
 MINIMUM LOT FOOTPRINT: 4,320 SF
 MINIMUM BUILDING SETBACKS: 30 FT
 SIDE: 30 FT
 MAXIMUM BUILDING HEIGHT: 55 FT
 MINIMUM OPEN SPACE: 10% OF THE UPLAND AREA
 SIGNAGE: TO BE OR LARGER THAN 25% OF THE UPLAND AREA
 WETLANDS: 15% OF THE UPLAND AREA MAY BE USED TO MEET OPEN SPACE REQUIREMENT.

SCREEN SPACE CALCULATIONS:
 TOTAL ON-SITE WETLAND AREA: 0 ACRES
 TOTAL UPLAND AREA: 4.0 ACRES
 (25% OF UPLAND AREA): 1.0 ACRES

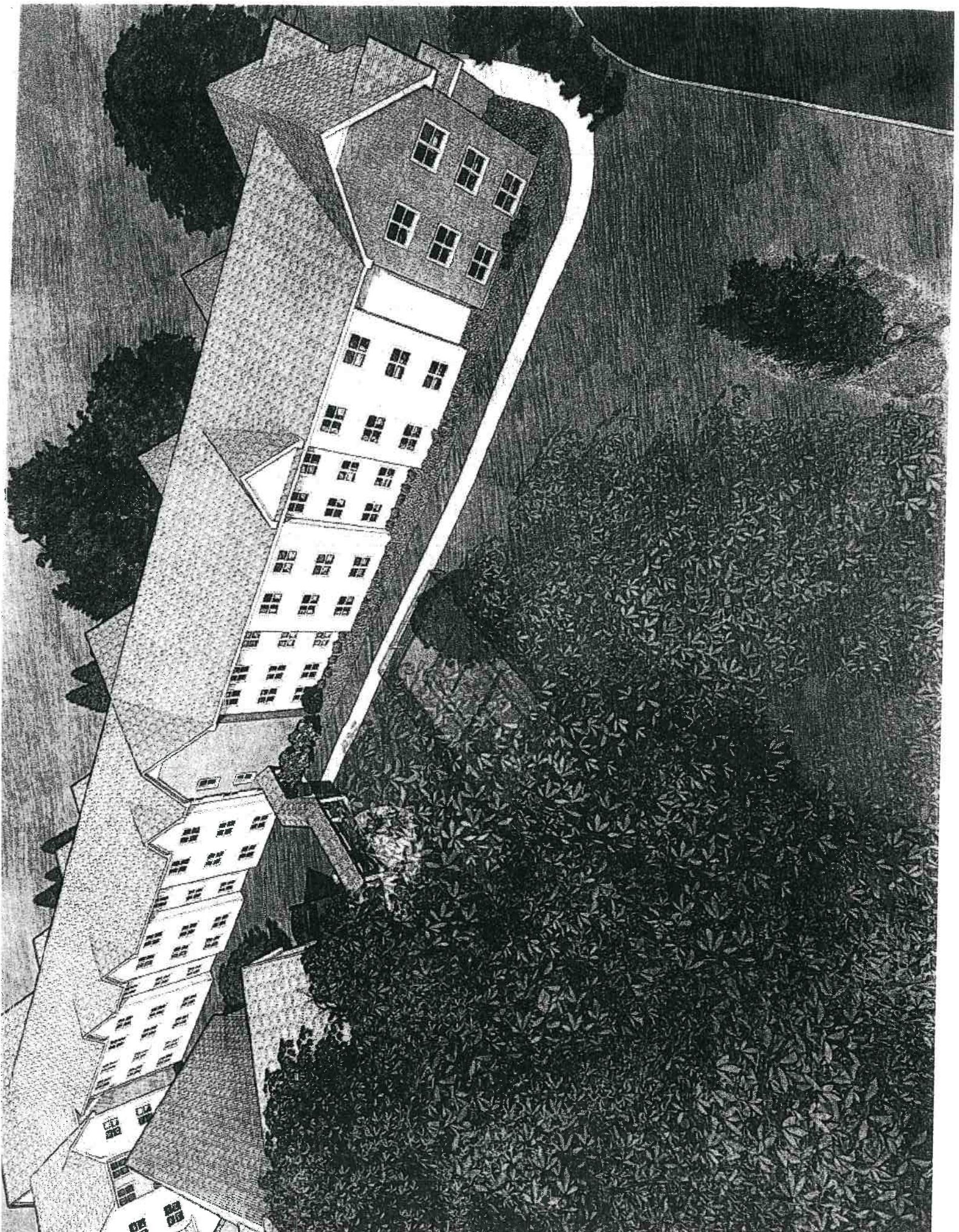
PARKING REQUIREMENTS:
 PARKING SETBACKS: 50 FT
 SIDE/REAR: 50 FT
 MINIMUM STALL DIMENSIONS: 8.5'W, 16.0'SF
 MINIMUM WALKWAY WIDTH: 20 FT
 133 ROOM HOTEL (MARKET) - 133 ROOMS
 = 133 ROOMS + 30 EMPLOYEE SPACES
 *INCLUDES 20 FUTURE RESERVE PARKING SPACES



FUTURE RESERVE PARKING



Tighe & Bond
 Engineers | Environmental Specialists
 Portsmouth, New Hampshire 03801
 (603) 433-8818
 00-0164-003_2017
 00-0164-003_CDR.dwg



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Port City Air, Inc., attached hereto, for the premises located at 104 Grafton Drive, Portsmouth, New Hampshire; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated November 8, 2017, attached hereto.

N:\RESOLVES\2017\ConceptPlanPCA 1117.docx

MEMORANDUM

To: David R. Mullen, Executive Director

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

Date: November 8, 2017

Re: Conceptual Plan Submission – Port City Air, Inc., 104 Grafton Drive

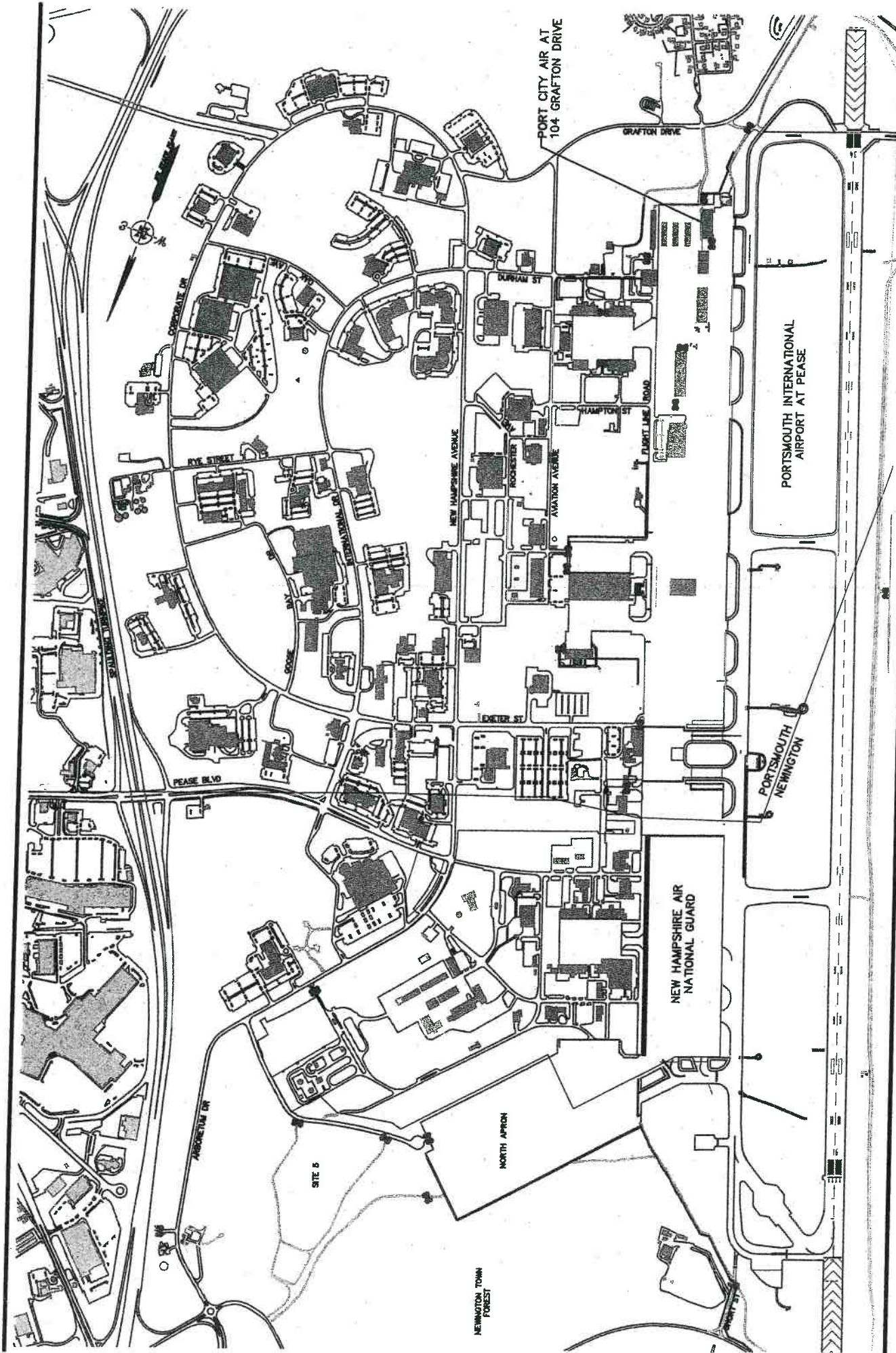
Port City Air, Inc. (PCA) is proposing a number of improvements to its existing facility located at 104 Grafton Drive including:

1. A 1,950 square foot addition to the east side of the existing building to house offices, storage, a restroom, and other work spaces;
2. An additional employee/client parking area located off the entrance driveway (parking will grow to 119 total spaces);
3. An additional parking pad near the fuel farm for fuel trucks;
4. Expansion of the leased premises by adjusting the southern lot line 50 feet, adding 24,383 square feet to the lot;

The attached concept plan illustrates the proposed improvements. The concept is in line with the PDA Land Use Controls and staff recommends approval.

At the November 16th meeting, please ask the PDA Board of Directors to approve the proposed concept plan. PCA would then proceed with developing the lot line adjustment plan and the engineered plans needed for site review. Because this lot lies within the Airport Industrial Zone, the Board will be acting as Planning Board and will have the opportunity to review final plans and grant final approval.

NAENGINEER\Board Memos\2017\PCA Concept.doc



Vicinity Plan for Port City Air

DESIGNED BY: MRM DATE: 11/7/17 SCALE: NTS



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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100 N. Main Street
 PO BOX 1001
 PORTLAND, ME 04101
 TEL: 603.881.1111
 info@portone.com

PROJECT:
 Port City Air
 100 South Main
 Portland, ME 04101

DATE:

DESCRIPTION:

SCALE:

DATE:

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DATE:

PERMIT SET

THIS DRAWING IS THE PROPERTY OF PORTONE ARCHITECTS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF PORTONE ARCHITECTS, INC.



PROJECT NAME:
**PORT CITY AIR -
 GRAFTON HANGAR**
 PEASE AIRPORT
 100 SOUTHWEST DRIVE

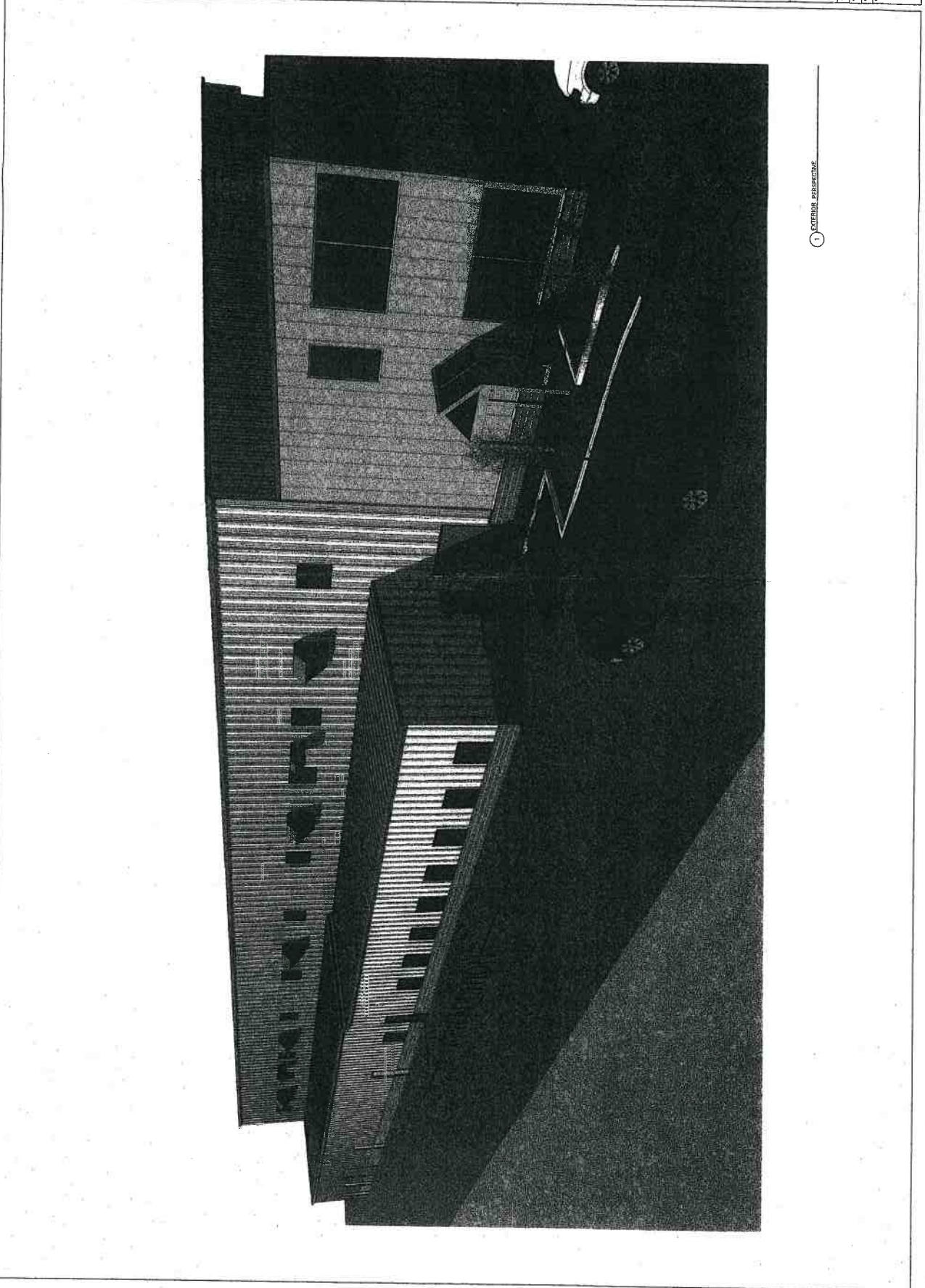
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1 EXTERIOR PERSPECTIVE

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to complete negotiations and enter into Lease Agreement with Seacoast Helicopters, LLC for the premises located at 107 North Apron Access Road on substantially similar terms and conditions contained in the Memorandum of Understanding dated November 1, 2017 and the memorandum of Paul E. Brean, Airport Director, dated November 8, 2017, both attached hereto.

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MEMORANDUM

To: David R. Mullen, Executive Director

From: Paul E. Brean, Airport Director 

Date: November 8, 2017

Re: Seacoast Helicopters, LLC

Seacoast Helicopters, LLC (“Seacoast”) has requested PDA’s approval to lease a 2.5 +/- acre parcel of land on the airport’s north apron ramp. The proposed site is adjacent to Airport Gate #12 which serves as airfield egress from the Arboretum Drive access roadway. Seacoast plans to build an 8,000 +/- square foot facility to house its offices, flight school and aircraft. In order to gain direct access to the site, Seacoast Helicopters has also requested to build a driveway, (at its expense), from Gate #12.

The North Apron is the second site at Portsmouth International Airport at Pease (“PSM”) that Seacoast has investigated for a new facility. Concept approval was granted at the March 2017 Board of Directors meeting for the same facility to be located at 53 Exeter Street. Detailed engineering showed that site to be problematic for site development.

The North Apron site meets airport objectives in isolating rotorcraft activities to a designated area. It is the intent that the North Apron location will allow Seacoast to have direct landing and departures from their leased ramp. Direct landings and departures will minimize the impact on residential neighborhoods at both the approach ends of Runway 16 and Runway 34. Currently, Seacoast utilizes the existing traffic pattern at PSM that requires runway approaches and departures over residential communities. Direct approaches and departures from the North Apron will allow Seacoast to fly over Route 16 and the Tradeport when transitioning to and from the airport, eliminating the need to enter the traffic pattern and minimize overflight of residential neighborhoods.

Seacoast will continue to conduct the same business activities for which it is presently approved and operates out of the space it leases from Port City Air in Hangar 213. As you know, Seacoast has previously been given Board approval to operate as a Limited Service Specialty Operator in accordance with PDA’s Minimum Standards for Commercial and Non-Commercial General Aviation Operators.

The attached Memorandum of Understanding (MOU) sets forth the terms and conditions of a proposed ground lease. The MOU calls for a 30 year lease and includes two (2) five (5) year options to extend. The option is subject to the completion of Phase II of the project which will consist of the construction of additional hangar and office space, It will have a footprint of 7,200 square feet and be built immediately adjacent to the Phase I facility. The lease rate will commence at 35 cents per square foot and be subject to annual CPI adjustments commencing in year 2.

Details of Phase I (e.g., concept and site plans) will be presented to the Board in conjunction with this request for the approval to enter into a ground lease.

Please seek Board approval at its November 16, 2017 meeting to complete negotiations and to enter into a ground lease with Seacoast Helicopters, LCC on terms and conditions substantially similar to those set forth in the MOU.

November 1, 2017

Bruce Cultrea, President
Seacoast Helicopters, LLC
44 Durham Street
Portsmouth, NH 03801

Re: Memorandum of Understanding

Dear Mr. Cultrea:

On behalf of the Pease Development Authority (“PDA”), we are pleased to submit the following outline of terms and conditions of a proposed agreement with Seacoast Helicopters, LLC (“Seacoast Helicopters”) or its assigns for aviation development at Pease International Tradeport (“Pease”) and Portsmouth International Airport at Pease (“PSM”). It is the intent of Seacoast Helicopters and PDA that this proposed agreement shall be, upon execution, forwarded for review and approval by PDA’s Board of Directors at its meeting scheduled for November 16, 2017 or some other mutually agreeable meeting date thereafter.

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Memorandum of Understanding (“MOU”) between the parties reflecting our mutual commitment in principle to conclude, with due diligence and in good faith, an appropriate Lease Agreement (the “Agreement” and/or “Lease”) based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

The central business terms of our understanding and upon which I am prepared to make a presentation to the PDA Board of Directors are as follows:

- Landlord:** Pease Development Authority
- Tenant:** Seacoast Helicopters LLC, a limited liability company formed in the State of New Hampshire or its assigns. Prior to the commencement of construction and business operations at PSM, Seacoast Helicopters agrees to provide PDA with a certificate of good standing from the New Hampshire Secretary of State’s office.
- Leased Premises:** For and in consideration of the rents and covenants to be paid and performed by Seacoast Helicopters and subject to the terms and conditions set forth herein, PDA agrees to lease to Seacoast Helicopters and Seacoast Helicopters agrees to lease from PDA, as the same may be requested or required, the area designated in Exhibit A to be known as ___ North Apron Access Road (collectively the “Exclusive Use Area”) consisting of 2.5 acres +/- of land which will comprise of an aircraft hangar and office space as well as areas designated for vehicle parking and an aircraft apron.

**Site Access off of
North Apron Access
Road:**

In order to gain access to the Premises, Seacoast Helicopters has requested to extend North Apron Road as depicted on the attached Exhibit A. The cost of construction of the extension road shall be sole responsibility of Seacoast Helicopters. Seacoast Helicopters shall be entitled to a Ground Area Rent Credit as set forth in the following section of this MOU. In the alternative, if Seacoast Helicopters is not required to build a road around the back side of its Facility and is permitted to construct an access driveway / road directly to its proposed parking area, then Seacoast Helicopters shall not be entitled to a Ground Area Rent Credit.

**Ground Area Rent
Credit for Road**

Extension:

The total North Apron Access Road Ground Area Rent Credit ("Rent Credit") shall be limited to a maximum of two-thirds of the actual cost of the constructing the extension to the North Apron Road estimated to be \$_____.

The Rent Credit shall be effective in increments of one third of the actual cost of constructing the road extension for each subsequent tenant upon execution by Lessor of a lease agreement with up to two tenants (but specifically excluding any sublease to Seacoast Helicopters) each of whom is required to utilize the North Apron Road extension to access its respective leased premises.

The Rent Credit applicable in any year shall be applied to Ground Area Rent monthly in equal amounts of one-twelfth thereof, not to exceed the total annual Ground Area Rent amount in any given year per year until such time as the applicable Rent Credit has been exhausted.

The Rent Credit is intended as a credit to Ground Area Rent only, and in no event shall Seacoast Helicopters be entitled to any payment from PDA with respect to any unapplied credit balance for any reason, including early termination of the Lease.

Seacoast Helicopters shall not be entitled to any Rent Credit at any time during which it is in default under any of the terms of the Lease.

The road extension shall not be deemed to be a part of the Leased Premises and PDA, its tenants, agents, business invitees or other governmental entities having oversight of the Airport or otherwise shall have use of the road at all times without restriction or cost.

Snow Removal

North Apron Drive: *Responsibility for snow removal on the North Apron Drive (To Be Determined).*

**Reservation of
Easements:**

PDA reserves to itself and for the benefit of third parties certain easement rights of record in and around the leased premises.

**Airfield Common
Use Areas:**

Seacoast Helicopters shall have the right, in common with others, to use the following facilities on the Airfield portion of the Airport: runway 16-34 and taxiways available for commercial and non-commercial aircraft use for ground movement of aircraft between the apron area adjacent to the Leased Premises and runway 16-34. Non-exclusive apron use areas outside of the Leased Premises to be determined.

**Surrender of
Leased Premises
at Termination:**

PDA to assume ownership of the Facility and related improvements at termination of Lease.

**Site Plan and
Design Permitting
Phase I:**

Seacoast Helicopters has agreed that it will undertake and continue with due diligence and at its sole expense construction consisting of 6,400 +/- square feet of new hangar space with an additional 3,200 sq. ft. (on two floors) of office and shop space in support of the permitted uses for a total of 9,600 sq. ft. of new building construction with related paving, utilities, landscaping, drainage and associated site improvements, (the "Facility") for establishment, operation and maintenance of an aircraft hangar and a limited specialty service operator business.

Seacoast Helicopters acknowledges that PDA's willingness to enter into a Lease is contingent upon Seacoast Helicopters establishing a time line for the construction of the Facility which is acceptable to PDA and consistent with the terms and conditions set forth above.

1. Seacoast Helicopters shall be solely responsible for the development of plans and specifications for any proposed renovations at the Premises and for making any required submission and obtaining any necessary approval, including subdivision and site review approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist Seacoast Helicopters in such process.
2. The following is a partial list of issues and costs identified and required to be addressed by Seacoast Helicopters and PDA during the negotiation of the Agreement in connection with Seacoast Helicopters' proposed development of the Leased Premises. Such may not include other issues and conditions which may arise as the review process proceeds forward.

- A) Conformance with ALP;
- B) PDA Reservations of Access to Apron/Taxiways;
- C) Adequacy of Vehicle Parking;
- D) Siting for Noise Mitigation;
- E) Siting for Air Traffic Control Tower Line of Sight;
- F) Subdivision and Site Plan Approval;
- G) Building Permit;
- H) Installation of utilities, as required;
- I) Area of Special Notice Approval;
- J) Construction Access;
- K) TSA approval, as the same may be required;
- L) Transportation Infrastructure Improvement Fee for improvements including, but not limited to, signaling, geometric changes to intersections and/or roadways and other traffic devices;
- M) Location and Permitting of Aircraft Wash Rack and Discharge Design to Wastewater Treatment Facility;
- N) Access issues, if any;
- O) Exclusive use apron area design and access to PDA apron;
- P) Identify wetlands impact w/survey;
- Q) Wetlands Permit, if required;
- R) Alteration of Terrain Permit, if required;
- S) Object Free Zone restrictions on apron area;
- T) Lot plans to include square footage;
- U) Approval for handling of contaminated groundwater;
- V) FAA Form(s) 7460-1 Notice of Construction or Alteration filed and FAA determinations returned with No Hazard or Mitigation requirements met;
- W) Easements;
- X) Conditional Use Permit;
- Y) NPDES Construction General Permit; and
- Z) NH Air National Guard sensitivities.

Phase II:

As a condition precedent to being able to exercise any extension options to the Lease, Seacoast Helicopters shall complete construction of an addition to the existing facility on or before the tenth year of the effective date of this Lease. The addition shall have a minimum footprint of 7,000 square feet.

Lease Term/Term Commencement:

The Agreement shall be effective upon execution and shall continue for a minimum base term of thirty (30) years. The Term Commencement Date will be the earlier to occur of the following: 1) occupancy of all or a portion of the Facility, or 2) September 1, 2018.

Subject to completing the construction of the Phase II expansion Facility Seacoast Helicopters shall be granted two (2) options exercisable by Seacoast Helicopters at its sole discretion each of which options, if exercised, shall extend the Base Term for an additional five (5) year period each (the "Extension Term(s)"). Any

extension of the term through exercise of an option shall be upon the same terms and conditions applicable to the Base Term, provided that rental rates shall escalate as provided for in this MOU (and any other applicable provision addressing rental rates).

Seacoast Helicopters shall give a written notice ("Option Notice") to PDA at least twelve (12) months prior to the end of the Base Term or any applicable Extension Term of its intent and election to exercise of any option to extend the Base Term or any applicable Extension Term. **The ability of Seacoast Helicopters to exercise the first five year option is expressly subject to the completion of Phase II of the Facility.**

The options to extend the term hereby granted shall not be exercised at any time during which Seacoast Helicopters is in default beyond applicable cure periods under any of the terms of the Lease, and, at the election of PDA, shall not be effective if any default occurs after the exercise of such option and continues through the expiration of the applicable term, it being the intent of the Parties that the options granted hereby may not be exercised or become effective at a time when a default by Seacoast Helicopters exists under the Lease beyond applicable cure periods.

**Ground Area Rent
And Fee Structure:**

Seacoast Helicopters shall pay to PDA ground area rent ("Ground Area Rent") at the following initial annual rate for the area of the Leased Premises.

Year 1: \$0.35 per square foot (Base Rate)

Thereafter, Seacoast Helicopters shall pay Ground Area Rent in accordance with the following adjustment schedule.

Years 2-30
And any Option
Years as allowed:

An annual amount equal to the prior year's Ground Area Rent per acre plus a CPI adjustment not to exceed 12% in any five year period measured from the Term Commencement Date.

The annual Ground Area Rent for the Leased Premises will be based upon the actual usable square footage of the Leased Premises and will be determined on the basis of a field survey/wetlands delineation of wetlands (if applicable) conducted by a qualified soil scientist. Useable acreage is estimated to be 2.5 acres +/- as set forth in Exhibit A.

The Ground Area Rent due shall commence upon the Term Commencement Date. The annual Ground Area Rent shall be payable in each case in equal monthly installments of one twelfth thereof in advance on the first day of each month, without offset, in lawful money of the United States at the office of PDA at the Airport or at such other address as PDA may hereafter designate. In addition,

Seacoast Helicopters agrees to pay when due, such other amounts that may be required to be paid as additional rent. Seacoast Helicopters' rent obligation for any fractional portion of a calendar month at the beginning or end of the term of the Lease shall be a similar fraction of the rental due for an entire month.

As of each Adjustment Date (as hereinafter defined), the Ground Area Rent shall be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers applicable to the Boston-Brockton-Nashua, MA, NH, ME, CT area (all items 1982 - 1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

On the first day following the expiration of the first year of the term of the Lease and on the first day of each year thereafter (individually an "Adjustment Date" and collectively the "Adjustment Dates"), Ground Area Rent shall be subject to adjustment for the remainder of the term of the Lease as follows:

(1) For the first adjustment (commencing on the first day following the expiration of the first year of the term of the Lease), the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the Ground Area Rent for the one-year period commencing as of such first Adjustment Date shall be the result obtained by multiplying the annual Ground Area Rent in effect on the day of the Adjustment Date (i.e. the annual rental for year one by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index).

(2) Subject to applicable caps as set forth in the Lease, for all subsequent annual adjustments, the Ground Area Rent shall be adjusted in the same manner as that for the first adjustment; provided, however, that the rental base shall be the rental rate in effect just prior to the then applicable Adjustment Date, the Extension Index for the preceding period shall be the Beginning Index and the Extension Index shall be the index most recently published prior to the then applicable Adjustment Date. On each Adjustment Date, the Parties shall execute an acknowledgment reflecting the new rent. Failure to execute such an acknowledgment shall not affect either the validity of this Lease or the effective date of any adjustment to the rent hereunder.

(3) If for any Adjustment Date the Index most recently published prior to the Adjustment Date has not increased over, or has decreased from, the Beginning Index for that period, no escalation in rent shall be required on that Adjustment Date, and the rent shall remain at its then current rate until the next Adjustment Date.

If the Index is changed in any manner, including without limitation, a change in the base year, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. If the Parties shall be unable to agree upon a successor index, the Parties shall refer the choice of a successor index to arbitration in accordance with the rules of the American Arbitration Association.

Infrastructure Improvements:

Seacoast Helicopters will be responsible and arranging for certain infrastructure improvements at its sole cost and expense to serve its Leased Premises (e.g., water, sewer, telephone and electric). In the event the sewer connection to the Facility needs to be upgraded in the future, Seacoast Helicopters will be responsible for its proportionate share of the cost of any such required upgrade.

Settlement:

PDA shall invoice Seacoast Helicopters for rent and fees on a monthly basis. Seacoast Helicopters agrees to pay invoices within thirty (30) days of receipt. Any discrepancies concerning invoices must be brought to the attention of PDA, in writing, within fifteen (15) days of receipt, failing such notice, all invoices will be considered due and payable as set forth above.

Reporting Requirements:

Seacoast Helicopters shall be responsible for tracking, reporting and payment for parking aircraft on any non-exclusive use apron area when such aircraft are parked in excess of 24 hours. The current rate for parking aircraft on the apron in excess of 24 hours is \$0.35 per square foot per annum.

Condition of Leased Premises:

Except as otherwise provided herein, Seacoast Helicopters shall take the Leased Premises in an "as is" condition without warranty or representation of any kind; provided, however, Seacoast Helicopters shall have no liability or responsibility for environmental impacts and damage caused by the use of the United States of America - Department of the Air Force ("Air Force" or "Government") of Hazardous Substances on any portion of Pease, including the Leased Premises. Seacoast Helicopters and PDA acknowledge the obligation of the Air Force to indemnify PDA and Seacoast Helicopters to the extent required by the provisions of Public Law No. 101-511 Section 8056. Seacoast Helicopters shall also have no liability or responsibility for environmental impacts and damage caused by the use of the Leased Premises by any other occupant or tenant thereof.

Taxes/Fees/Services:

Seacoast Helicopters shall pay to PDA, as additional rent, a municipal services fee (MSF) in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the Pease Development Authority effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost to PDA of providing such services increases. The MSF shall be paid quarterly in advance.

Lease Related

Expenses: The final Agreement with Seacoast Helicopters will be triple net with all costs and expenses associated with the Lease being the sole responsibility of Seacoast Helicopters.

**Insurance and
Indemnification:**

Seacoast Helicopters agrees to provide evidence of insurance coverages and to indemnify PDA as more specifically described in Articles 7 and 13 of the proposed Lease (see Exhibit C).

Use:

The sole purpose for which Seacoast Helicopters may use the Leased Premises is to conduct business as a Limited-Service Specialty Operator to include flight instruction under Part 161 and Part 141, aerial sightseeing tours, on demand Part 135 charter/taxi, Part 133 External Load/Longline, aerial photography and helicopter utility work and customary accessory uses incidental to permitted uses or otherwise approved in accordance with the Minimum Standards and for no other uses without PDA's prior written consent. Seacoast Helicopters shall not use, or permit to be used, the Leased Premises for any other purpose without the prior express written consent of PDA. PDA's consent shall be subject to the execution of an appropriate agreement which shall include a provision requiring the payment of established fees and charges that may be applicable to any such additional uses consented to by PDA. Seacoast Helicopters is prohibited from any use of the Leased Premises not specifically granted in this MOU.

Future Use:

Seacoast Helicopters has expressed an interest in seeking approval to operate a Part 145 Repair Station. Such use is expressly subject to the approval of PDA, meeting PDA's Minimum Standards for Commercial and General Aviation Operators for such operations and such other obligations which may arise for engaging in additional non-approved uses as set forth above in the Use section of this MOU.

Nonexclusively:

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are "non-exclusive" and PDA reserves the right to grant similar privileges to others engaged in Fixed Based Operator and related services.

Signage:

Seacoast Helicopters agrees to seek the prior approval for the erection of any signage on the Leased Premises in accordance PDA's Land Use Controls, such approval not to be unreasonably withheld.

**Seacoast Helicopters'
Employees:**

Seacoast Helicopters shall require all of its employees and subcontractors or independent contractors hired by Seacoast Helicopters and working in view of the

public and about the Airport to wear clean and neat attire and to display appropriate identification.

Purchasing:

Seacoast Helicopters shall have the right to purchase at the Airport or elsewhere from any person or company of its choice its requirements of aviation fuel, ground vehicle fuel, lubricating oil, greases, food, beverage, and other passenger supplies, and all other materials and supplies and services, so long as that person or company is properly permitted to provide service at the Airport pursuant to applicable Minimum Standards, rules and regulations and adheres to the requirements of PDA's Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention Controls and Countermeasures Plan (SPCC).

**Lease and
Assignment:**

Seacoast Helicopters may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with Seacoast Helicopters). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation or Seacoast Helicopters. All other assignments shall be subject to approval of PDA.

PDA shall not unreasonably withhold its consent to any sublease or assignment if: (1) the use of the Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Seacoast Helicopters may rent the subleased area at rentals deemed appropriate by Seacoast Helicopters, (3) Seacoast Helicopters remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Seacoast Helicopters under the Agreement, and (4) the proposed sublease is financially and operationally responsible. In the event the Ground Area Rent under an assignment or sublease of the entire Premises exceeds the rental charged to Seacoast Helicopters under the Agreement, Seacoast Helicopters shall remit fifty percent (50%) of such excess to PDA upon receipt by Seacoast Helicopters; provided, however, that any rental received by Seacoast Helicopters during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

**Environmental
Protection:**

Seacoast Helicopters acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Seacoast Helicopters acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence. Seacoast Helicopters also acknowledges that he has received a copy of the drawing entitled "Institutional

Controls” prepared by MWH dated July 2, 2002 showing that some construction activities may take place within a Groundwater Management Zone and Use Restriction Zone.

As a result of prior US Air Force activities, CERCLA and non-CERCLA contaminants may exist in soil and groundwater at the site. Should the work require pumping or handling of groundwater (dewatering), the groundwater must be handled and treated as hazardous waste. Seacoast Helicopters shall be responsible for collecting and treating all water from dewatering activities to NHDES Ambient Quality Standards, including the standard for PFOA and PFOS (70 ppt for each constituent or combined). Seacoast Helicopters shall secure a NHDES Temporary Groundwater Discharge Permit and shall comply with all conditions of the permit. Soil handling procedures shall be reviewed and approved by Air Force, NHDES and EPA.

Seacoast Helicopters shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to Seacoast Helicopters’ activities at the Premises. Seacoast Helicopters shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force’s use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and Seacoast Helicopters to the extent required by the provisions of Public Law No. 101-511, Section 8056.

To the extent the same is available and applicable, PDA will furnish the following data to Seacoast Helicopters: relevant maps, diagrams, surveys, drawings, engineering studies and plans related to the Premises, including but not limited to: approved airport layout plan; existing property drawings and plans; Health and Safety Plans; Construction Work Plans and planning and engineering studies conducted for the PDA or for others, including available studies conducted for the Air Force, and pertaining to PSM and or the Premises. PDA makes no warranty or representation, actual or implied, as to the accuracy of any material to be furnished to the Seacoast Helicopters.

**Compliance with
NPDES:**

Seacoast Helicopters acknowledges that PDA is the Permit holder of NPDES Permit #NH0090000, which regulates storm water discharges at Pease International Tradeport. Seacoast Helicopters shall: become familiar with the Storm Water Pollution Prevention Plan (SWPPP); participate in the Pollution Prevention Team (PPT) by designating a Seacoast Helicopter employee to become a PPT member; complete the yearly SWPPP training; and comply with any other activities necessary to maintain compliance with storm water regulations.

Deicing of Aircraft: Deicing activities are to be limited to designated areas.

Brokerage: Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this letter or the Agreement.

**Repairs and
Maintenance:**

Throughout the term of the Agreement, and without cost to PDA, Seacoast Helicopters shall take good care of the Exclusive Use Area and related improvements, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. Seacoast Helicopters shall repair at its cost, or at PDA's option, reimburse PDA for the cost of repairing, replacing, or rebuilding any damages to the Leased Premises or other portions of the Airport caused by the acts or omissions of Seacoast Helicopters, its officers, employees, contractors, agents or business invitees. Any such repairs made by Seacoast Helicopters shall be subject to inspection and approval of PDA.

PDA will maintain the airport and related facilities consistent with FAA regulations and FAA grant assurances and will otherwise ensure that the airport is operated in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation of public use airports.

Minimum Standards: Seacoast Helicopters and any of its sublessee's use of the Leased Premises shall be subject to compliance with Minimum Standards as the same are from time to time promulgated by PDA (Exhibit D).

**Restrictions on
Aircraft Operations:**

Seacoast Helicopters is aware of PDA's efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. Seacoast Helicopters has agreed to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction provisions incorporated herein as Exhibit E attached hereto and incorporated herein by reference.

Airport Security:

The Premises is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the Seacoast Helicopters will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the Seacoast Helicopters to gain access to and remain on the Premises. While in the SIDA, escort procedures per the requirements of the Portsmouth International Airport Security Program must be met. Any gates that are installed by Seacoast Helicopters in the SIDA area of the airport will not be directly accessible by Seacoast Helicopters. All gate access will be directly controlled by PDA's Airport Management Department. Prior to accessing the Premises, all persons providing SIDA escort must undergo a fingerprint based criminal history check and a TSA Threat Assessment, 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 Operations Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of Seacoast Helicopters will be allowed in the

SIDA without escorts meeting the requirements of the Pease International Airport Security Program unless properly badged. Representatives, employees and agents of Seacoast Helicopters that are SIDA badged and need to operate a vehicle on the aircraft operation area will be required to meet the requirements for such as specified in the "Ground Vehicle Procedures, Portsmouth International Airport at Pease." Vehicles to be used shall also meet the requirements of the Ground Vehicle Procedures.

Prospective Fees: In an effort to attract more air service, PSM has eliminated many fees as an incentive to attract new service and to sustain existing service. PDA reserves the express right, in accordance with its policies and procedures, to adopt reasonable airport fees, at rates and charges that are reasonable, non-discriminatory and sufficient to sustain daily operations, and capital programs or as otherwise required by federal grant assurances.

Federal Grant Assurances: This agreement is subject to various federal grant assurances which are applicable to PDA in connection with funding provided by the federal government. To the extent that any provision herein is deemed to be a violation of said grant assurances, then such provision(s) shall be modified or stricken to bring the terms of the agreement into compliance with the grant assurances. The lease between PDA and Seacoast Helicopters or its assigns shall be subject and subordinate to the Federal Grant Assurances. **See also Lease Provisions required by the FAA in Exhibit B.**

Current Airport Fee Policies: PDA has enacted a no fee policy at the Airport which policy is subject to change by the Board of Directors as may be required for the efficient administration of the Airport.

Contingencies: The parties acknowledge that this proposed transaction and Lease are contingent upon Seacoast Helicopters securing all requisite building and operating permits and financing to construct the Facility.

Transportation Infrastructure Improvement Fee: Seacoast Helicopters acknowledges that the construction and operation of the Facility at ___ North Apron Drive will generate additional traffic at Pease International Tradeport and consequently have a direct impact on traffic patterns and conditions at the Tradeport.

Seacoast Helicopters agrees to pay a proportional share of any Transportation Infrastructure Improvement Fee ("TII fee") for infrastructure improvements including, but not limited to, signals, signage, markings, geometric changes to intersections and/or roadways and other traffic control devices. Seacoast Helicopters' proportional share of the TII fee shall be based upon a formula which will be established by PDA and applied uniformly and proportionally to all projects

which are subject to said fee. Seacoast Helicopters' TII fee shall not exceed the best estimate of the reasonable share of these improvements based on the actual traffic impact caused by the additional traffic generated by the Facility as determined by PDA's transportation consultant, Vanasse, Hangen & Brustlin, Inc. Once established, payment of the TII fee shall be made in the same manner as Ground Area Rent payments and may be paid in equal installments over a twelve month period commencing on the first day of the month following authorization by the PDA Board of Directors and notification to Seacoast Helicopters of the its share of the fee.

**Removal of
Construction**

Rubble Mounds: PDA agrees to remove or move the construction rubble mounds by on or about March 1 2018.

Confidentiality: Premature disclosure of this Memorandum of Understanding could have an adverse effect on the business of the Seacoast Helicopters. Accordingly, neither party will issue or approve a news release or make any other public announcement concerning this matter without the prior approval of the other.

It is the intent of the Parties to make this document public upon the first to occur at either PDA Airport Committee meeting or a full meeting of the PDA Board of Directors.

Neither this letter, nor the MOU constitutes a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal rights shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties. Each of PDA and Seacoast Helicopters will bear their own costs in the preparation and execution of the Lease.

I believe this proposal addresses the terms as discussed to date. It is my hope that you will be in a position to advise us of your commitment to PSM by executing this original and the enclosed copy in the space provided and returning the original to my attention. If you have any questions, please give me a call.

Sincerely,

David R. Mullen
Executive Director

DRM:mhg

cc: Paul Brean, Airport Manager
Lynn Marie Hinchee, General Counsel

Seacoast Helicopters, LLC
November 1, 2017
Page 14

I have read the foregoing and it correctly states the terms upon which we will proceed to negotiate a mutually acceptable Lease and Airfield Operating Agreement for the Premises with PDA, subject to the approval of the PDA Board of Directors and any other governmental approvals that may be required.

SEACOAST HELICOPTERS, LLC

Date: _____, 2017

By:

Its duly authorized: _____

EXHIBIT A

PREMISES

ATTACHED



Seacoast Helicopters Location Plan

DESIGNED BY: MRM DATE: 10/30/17 SCALE: 1"=500'



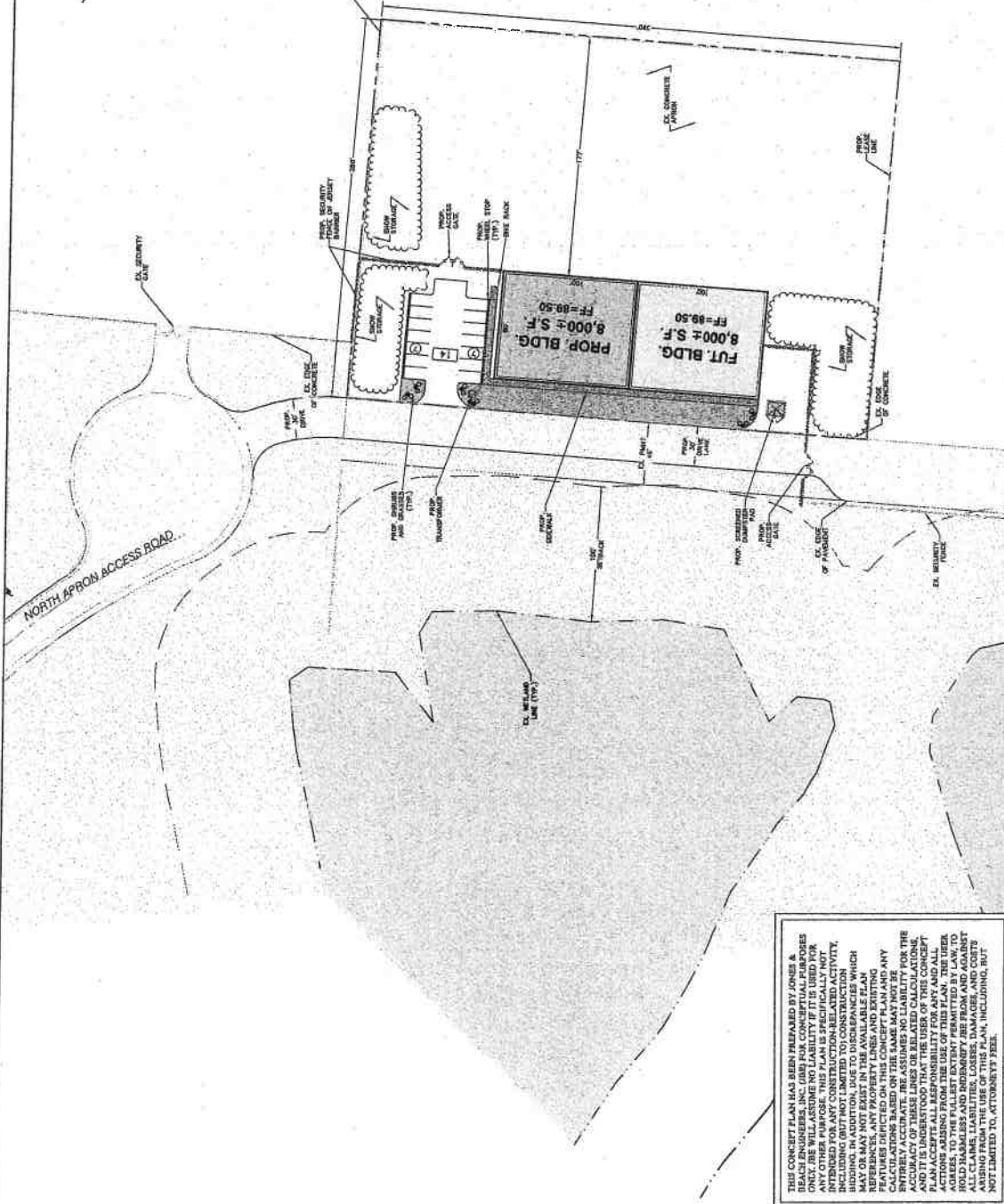
PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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SITE NOTES:

- THE SHEET OF THIS PLAN IS TO BE USED IN CONNECTION WITH THE PROPOSED CONSTRUCTION OF A ROAD, RAIL, AIRPORT, MARINA, AND TRANSPORTATION TERMINAL.
- EXISTING UTILITIES SHOWN ON THIS SHEET ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- EXISTING ELEVATIONS ARE SHOWN ON THIS SHEET. THE USER SHALL VERIFY THE ACCURACY OF THESE ELEVATIONS PRIOR TO CONSTRUCTION.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICE CONNECTIONS FROM THE APPROPRIATE PROVIDERS.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION MATERIALS AND LABOR.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND SECURITY MEASURES.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL COUNSEL.



OWNING NO.
CP8
PROJECT NO. 18841

Plan Name: **PRELIMINARY SITE PLAN**
Project: **SEACOAST HELICOPTERS**
Owner of Record: **SEACOAST HELICOPTERS**
44 DUNHAM STREET, PORTSMOUTH, NH 03801

J/B Jones & Beach Engineers, Inc.
85 Portsmouth Ave. Portsmouth, NH 03801
Civil Engineering Services
Phone: 603-778-2747
Fax: 603-778-2827
E-Mail: jbe@jonesandbeach.com

REV.	DATE	BY
0	ISSUED FOR REVIEW	WMS
	REVISION	

THIS CONCEPT PLAN HAS BEEN PREPARED BY JONES & BEACH ENGINEERS, INC. (JBE) FOR CONCEPTUAL PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICE CONNECTIONS FROM THE APPROPRIATE PROVIDERS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION MATERIALS AND LABOR. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND SECURITY MEASURES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL COUNSEL.

DATE: 10/25/17
DRAWN: JBE
CHECKED: JBE
PROJECT: CP8

EXHIBIT A-1
EXTENSION ROAD

SEE EXHIBIT A

EXHIBIT B

LEASE PROVISIONS REQUIRED BY FAA

PREVIOUSLY PROVIDED

EXHIBIT C

INSURANCE AND INDEMNIFICATION
ARTICLES 7 AND 13 OF THE PROPOSED LEASE

PREVIOUSLY PROVIDED

EXHIBIT D

MINIMUM STANDARDS FOR COMMERCIAL
AND NON COMMERCIAL GENERAL AVIATION OPERATORS

PREVIOUSLY PROVIDED

EXHIBIT E

PROPRIETARY LAND USE CONTROL REGULATIONS FOR AIRCRAFT OPERATIONS

PREVIOUSLY PROVIDED

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of the following as submitted by Seacoast Helicopters, LLC for the premises located at 107 North Apron Access Road:

- a. the Concept Plan attached hereto; and
- b. the submission of subdivision and site review applications for the proposed project;

all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated November 7, 2017 attached hereto.

N:\RESOLVES\SeacoastHelicoptersConcept 1117.docx

MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Manager, Engineering *Maria*
Date: November 7, 2017
Re: Concept Plan – Seacoast Helicopters, 107 North Apron Access Road

Seacoast Helicopters, LLC is proposing to subdivide and develop a 2.5 acre parcel on the airfield at the North Apron. The proposed project involves the construction of an 8,000 square foot building including 3,200 square feet of office space on two floors and 6,400 square feet of hangar space. In addition, the project includes the construction of 14 parking stalls and a new driveway to replace the failing asphalt on the east side of the new building. In the attached site concept plan and building rendering the applicant also depicts a second phase to expand the hangar by 7,200 square feet.

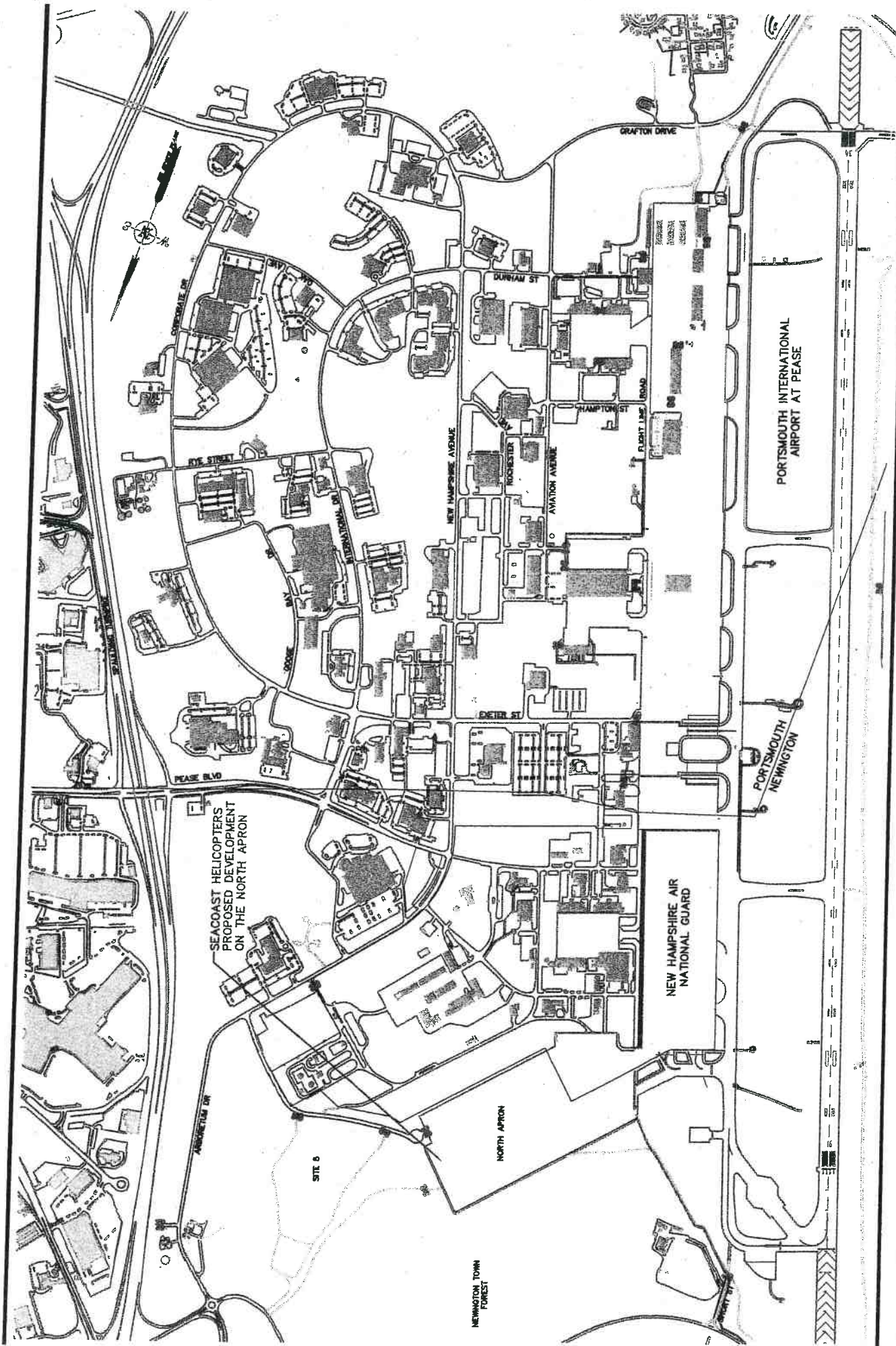
The North Apron is the second site at Pease that Seacoast Helicopters has investigated for its new facility. Concept approval was granted at the March 2017 Board of Directors meeting for the same facility to be located at 53 Exeter Street. More detailed engineering showed that site to be problematic for the development contemplated. The North Apron provides a wide expanse of pavement, which will significantly reduce the area to be disturbed during construction and result in a minimal increase of impervious surface.

An impediment to development at this site is the need to extend utilities. Power and communication lines will need to be brought in from Arboretum Drive. This is proposed to be done via poles and overhead wires from Arboretum Drive to the cul-de-sac on North Apron Access Road and underground from the cul-de-sac to the building. The sanitary sewer service will need to be pumped to a manhole on Arboretum Drive. The solution for the sanitary utility will need to be determined during Technical Review.

Airport Management has reviewed the operational impacts of locating Seacoast Helicopters on the North Apron and believes the site is well suited for its uses. The accompanying memo from Paul Brean addresses Seacoast Helicopters' activities and notable terms of the proposed ground lease.

Overall the new location seems more appropriate for the applicant and the airport than the previous site. As such, we feel we can work with the applicant to move this development forward. At the November 16 meeting, please ask the PDA Board of Directors to approve the concept plan for development as well as the submission of subdivision and site review applications for the proposed project. Because this development is located in the Airport Zone, the Board will be acting as Planning Board and will have the opportunity to review final plans and grant final approval.

N:\ENGINEER\Board Memos\2017\Seacoast Helicopters Concept.doc



Vicinity Plan for Seacoast Helicopters

DESIGNED BY: MRM DATE: 11/7/17 SCALE: NTS

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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Seacoast Helicopters Location Plan

DESIGNED BY: MRM DATE: 10/30/17 SCALE: 1"=500'



PEASE DEVELOPMENT AUTHORITY

peaseauthority.com

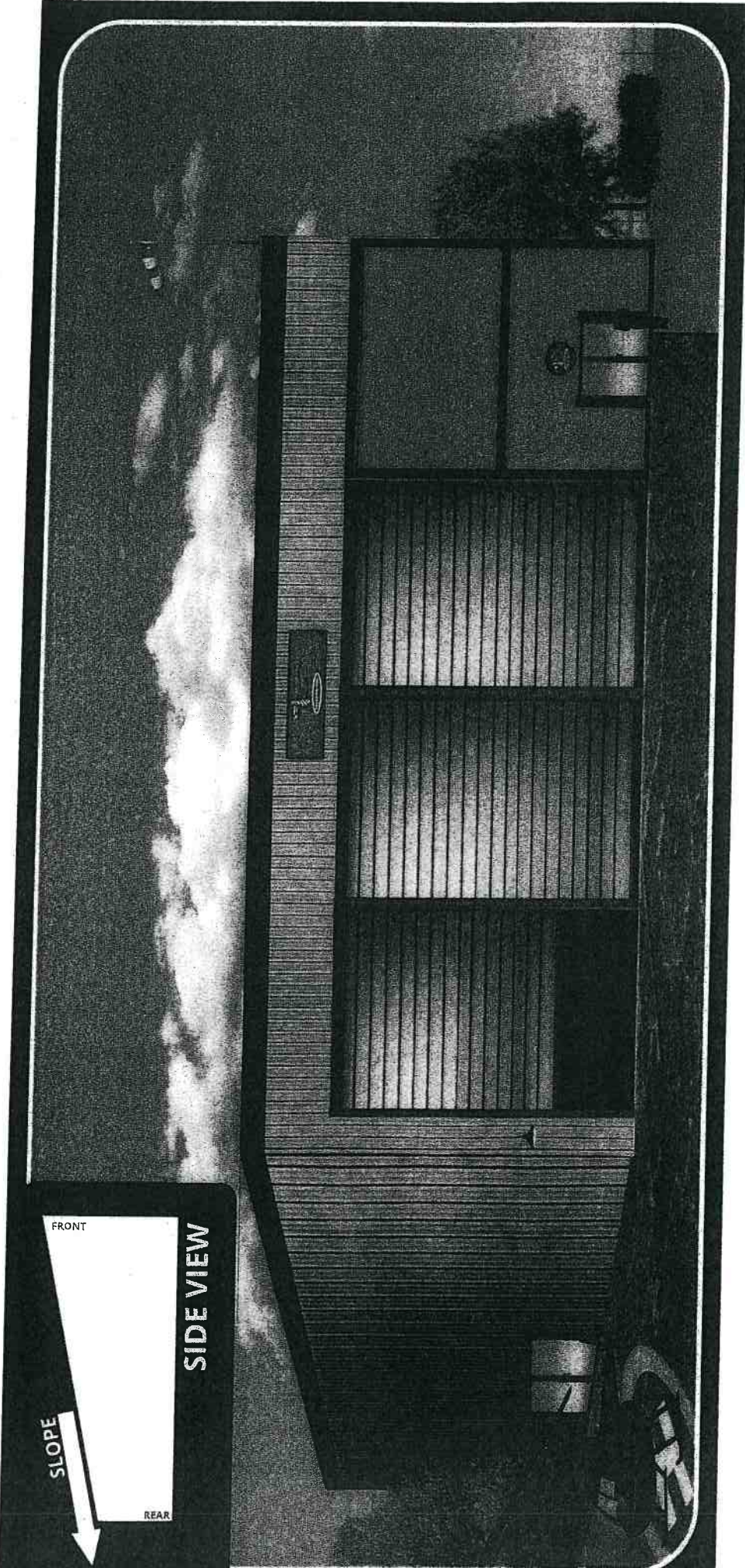
55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

FRONT

SLOPE

REAR

SIDE VIEW



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DM*
RE: Contract Reports
DATE: November 16, 2017

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

1. Project Name: Dell, Inc.
PDA Obligation: \$8,733.15
Board Authority: Vice-Chairman Loughlin
Summary: Purchase five new time clock kiosks.

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: Eckhardt & Johnson, Inc.
PDA Obligation: \$13,939.00
Board Authority: Treasurer Allard
Summary: For the emergency repair of HVAC system

P:\BOARDMTG\2017\Contractrpt 1117.docx



A quote for your consideration!

Total: \$10,579.19

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000018896337.1	Oct. 26, 2017	Nov. 25, 2017	13267962

Company name:	Customer number:	Phone:
PEASE DEVELOPMENT AUTHORITY	6959932	(603) 433-6088

Sales rep information:	Billing Information:
Melissa Thorniley Melissa_Thorniley@Dell.com (800) 456-3355 Ext: 5138719	PEASE DEVELOPMENT AUTHORITY 55 INTL DR PORTSMOUTH NH 03801-2882 US (603) 433-6088

Pricing Summary

Item		Qty	Unit Price	Subtotal
Dell Latitude 7212	Replacement	1	\$1,846.04	\$1,846.04
Dell Latitude 7212	Time Clock Kiosks	5	\$1,746.63	\$8,733.15
			Subtotal:	\$10,579.19
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Non-Taxable Amount:	\$10,579.19
			Taxable Amount:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$10,579.19

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Melissa Thorniley

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7212	1	\$1,846.04	\$1,846.04
	Estimated delivery date: Nov. 16 - 21, 2017			
	Contract No: WN22AGW			
	Customer Agreement No: -8001863			
210-AMTI	Dell Latitude 7212, XCTO	1	-	-
379-BCWP	6th Generation Intel Core i5-6300U	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
338-BMMZ	Intel Core i5-6300U with u-blox NEO-M8 GPS card and 8GB Memory	1	-	-
631-ABLD	No Out-of-Band Systems Management	1	-	-
370-ADVY	8GB 1866MHz LPDDR3 Memory	1	-	-
400-ASJL	M.2 128GB SATA Class 20 Solid State Drive	1	-	-
570-AADK	No Mouse	1	-	-
555-BDQQ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	1	-	-
555-BDHZ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1	1	-	-
575-BBOR	Bracket for Wireless card	1	-	-
556-BBUU	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811 Gobi5000) for Verizon, for Windows 8.1/10	1	-	-
575-BBOR	Bracket for Wireless card	1	-	-
319-BBER	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones for Win 7	1	-	-
520-AAMZ	Dual Microphones	1	-	-

321-BCWV	WLAN/WWAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass	1	-	-
389-CFVW	System Regulatory Label	1	-	-
451-BCCD	2-cell 34Wh) Lithium Ion Primary Battery	1	-	-
450-AEHK	45 Watt AC Adapter	1	-	-
451-BBSG	No Secondary Battery	1	-	-
470-ACKF	Micro Serial Port	1	-	-
325-BCOH	No Smart Card Reader	1	-	-
325-BCOI	No Fingerprint Reader	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
620-AAOH	No Media	1	-	-
750-AAXB	Connector for I/O Expansion	1	-	-
429-AATO	No Removable CD/DVD Drive	1	-	-
817-BBBB	No FGA	1	-	-
525-0131	Dell Command Power Manager (DCPM)	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	-	-
658-BBNF	Waves Maxx Audio Royalty	1	-	-
658-BCUV	Dell Developed Recovery Environment	1	-	-
658-BDPH	System Driver, Dell Rugged 12	1	-	-
658-BDQY	System Utilities, ISS3P0	1	-	-
537-BBBD	E5 Power Cord (US)	1	-	-
340-AASE	No Setup and Features Guide	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	-	-
332-1286	US Order	1	-	-
340-AAFC	System Shipment	1	-	-

340-AQMD	Shipping Material, Shuttle	1	-	-
389-CGCH	Regulatory Label (WLAN & WWAN)	1	-	-
340-ACQQ	No Option Included	1	-	-
460-BBEX	No Carrying Case	1	-	-
340-ACQQ	No Option Included	1	-	-
389-BDCE	No UPC Label	1	-	-
387-BBJZ	ENERGY STAR 6.0	1	-	-
800-BBGF	BTO Standard shipment Air	1	-	-
804-0513	ProSupport Plus: Next Business Day Onsite, 3 Years	1	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	1	-	-
997-7005	ProSupport Plus: Accidental Damage Service, 3 Years	1	-	-
997-7006	ProSupport Plus: Keep Your Hard Drive, 3 Years	1	-	-
997-7040	ProSupport Plus: 7x24 Technical Support, 3 Years	1	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7212	5	\$1,746.63	\$8,733.15
	Estimated delivery date: Nov. 16 - 21, 2017			
	Contract No: WN22AGW			
	Customer Agreement No: -8001863			
210-AMTI	Dell Latitude 7212, XCTO	5	-	-
379-BCWP	6th Generation Intel Core i5-6300U	5	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	5	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	5	-	-
338-BMMZ	Intel Core i5-6300U with u-blox NEO-M8 GPS card and 8GB Memory	5	-	-
631-ABLD	No Out-of-Band Systems Management	5	-	-
370-ADVY	8GB 1866MHz LPDDR3 Memory	5	-	-
400-ASJL	M.2 128GB SATA Class 20 Solid State Drive	5	-	-
570-AADK	No Mouse	5	-	-

555-BDQQ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	5	-	-
555-BDHZ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1	5	-	-
575-BBOR	Bracket for Wireless card	5	-	-
362-BBBB	No Wireless WAN Card	5	-	-
319-BBER	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones for Win 7	5	-	-
520-AAMZ	Dual Microphones	5	-	-
321-BCWT	WLAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass	5	-	-
389-CFVW	System Regulatory Label	5	-	-
451-BCCD	2-cell 34wH) Lithium Ion Primary Battery	5	-	-
450-AEHK	45 Watt AC Adapter	5	-	-
451-BBSG	No Secondary Battery	5	-	-
470-ACKF	Micro Serial Port	5	-	-
325-BCOH	No Smart Card Reader	5	-	-
325-BCOI	No Fingerprint Reader	5	-	-
634-BENZ	No DDP ESS Software	5	-	-
954-3465	No DDPE Encryption Software	5	-	-
620-AAOH	No Media	5	-	-
750-AAXB	Connector for I/O Expansion	5	-	-
429-AATO	No Removable CD/DVD Drive	5	-	-
817-BBBB	No FGA	5	-	-
525-0131	Dell Command Power Manager (DCPM)	5	-	-
525-BBCL	SupportAssist	5	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	5	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	5	-	-
658-BBNF	Waves Maxx Audio Royalty	5	-	-
658-BCUV	Dell Developed Recovery Environment	5	-	-

658-BDPH	System Driver, Dell Rugged 12	5	-	-
658-BDQY	System Utilities, ISS3P0	5	-	-
537-BBBD	E5 Power Cord (US)	5	-	-
340-AASE	No Setup and Features Guide	5	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	5	-	-
332-1286	US Order	5	-	-
340-AAFC	System Shipment	5	-	-
340-AQMD	Shipping Material, Shuttle	5	-	-
389-CGCG	Regulatory Label (WLAN)	5	-	-
340-ACQQ	No Option Included	5	-	-
460-BBEX	No Carrying Case	5	-	-
340-ACQQ	No Option Included	5	-	-
389-BDCE	No UPC Label	5	-	-
387-BBJZ	ENERGY STAR 6.0	5	-	-
800-BBGF	BTO Standard shipment Air	5	-	-
804-0513	ProSupport Plus: Next Business Day Onsite, 3 Years	5	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	5	-	-
997-7005	ProSupport Plus: Accidental Damage Service, 3 Years	5	-	-
997-7006	ProSupport Plus: Keep Your Hard Drive, 3 Years	5	-	-
997-7040	ProSupport Plus: 7x24 Technical Support, 3 Years	5	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	5	-	-

Subtotal:	\$10,579.19
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$10,579.19

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Eckhardt & Johnson, Inc.
MECHANICAL CONTRACTORS
 EST. 1917

PROJECT ESTIMATE

DATE: 10/30/2017

QUOTE ID: 940
 AR CUSTOMER: PEADDEV
 SERVICE: Pease Terminal Building
 LOCATION:
 STREET: 42 Airline Ave, Pease Airline Terminal
 CITY: Portsmouth, NH

CONTACT: Dane Kirkwood
 Ph:(603) 433-6088
 Fax:(603) 427-0433
 DATE: 10/30/2017
 SUBMITTED:
 PREPARED BY: Dan Morin

DESCRIPTION: Exhaust Fan Frequency Drive for Large Trane Unit

SCOPE OF WORK: Replace the exhaust fan frequency drive on the large Trane unit. Time and Materials not to exceed.
 EQUIPMENT: Make: The Trane Company, M#:SFHFC604PR66A9BD9001AEKL, S#: J98H72937, Rooftop Unit (RTU), Loc: RTU #2, Eq#: 2295

ITEM	UNIT PRICE	TOTAL
Labor Regular Time	\$75.00	\$2,250.00
10 HP Frequency Drive W/Bypass	\$2,760.10	\$2,760.10
Installation Kit (required)	\$487.40	\$487.40
Miscellaneous Materials	\$57.75	\$57.75
Freight for Parts	\$143.75	\$143.75
Total		\$5,699.00

Subject to the terms & conditions of the 2/1/16 Agreement for HVAC Maintenance Services between the parties.

[Handwritten Signature]

SIGNATURE

DAVID McNeil

PRINT NAME

10/31/17

DATE

EXCLUDED UNLESS SPECIFIED IN THIS SCOPE OF WORK:

Overtime Labor ~ Structural work ~ Carpentry work ~ Roof work ~ Power and control wiring ~ Asbestos abatement ~ Drop ceiling work ~ Any scope of work not listed in this proposal ~ All existing building, plumbing, fire, energy, seismic, and etc. code violations on existing work.

PAYMENT TERMS:

- 25 % due upon acceptance of proposal and prior to E&J ordering materials or equipment.



Eckhardt & Johnson, Inc.
MECHANICAL CONTRACTORS
 EST. 1972

PROJECT ESTIMATE

DATE: 10/30/2017

QUOTE ID: 939
 AR CUSTOMER: PEADVE
 SERVICE: Pease Terminal Building
 LOCATION:
 STREET: 42 Airline Ave, Pease Airline Terminal
 CITY: Portsmouth, NH

CONTACT: Dane Kirkwood
 Ph:(603) 433-6088
 Fax:(603) 427-0433
 DATE: 10/30/2017
 SUBMITTED:
 PREPARED BY: Dan Morin

DESCRIPTION: Supply Frequency Drive Replacement for Large Trane Unit

SCOPE OF WORK: Replace supply fan frequency drive on the large Trane unit. Time and materials not to exceed.

EQUIPMENT: Make: The Trane Company, M#:SFHFC604PR66A9BD9001AEKL, S#: J98H72937, Rooftop Unit (RTU), Loc: RTU #2, Eqp#: 2295

ITEM	UNIT PRICE	TOTAL
Labor Regular Time	\$75.00	\$2,250.00
40 HP Frequency Drive w/ bypass control	\$5,300.00	\$5,300.00
Installation Kit (required)	\$488.55	\$488.55
Miscellaneous Materials	\$57.70	\$57.70
Freight For Parts	\$143.75	\$143.75
Total		\$8,240.00

Subject to the terms & conditions of the 7/1/16 Agreement for HVAC Maintenance Services between the Parties.

SIGNATURE

David Mullen

PRINT NAME

10/31/17

DATE

EXCLUDED UNLESS SPECIFIED IN THIS SCOPE OF WORK:

Overtime Labor ~ Structural work ~ Carpentry work ~ Roof work ~ Power and control wiring ~ Asbestos abatement ~ Drop ceiling work ~ Any scope of work not listed in this proposal ~ All existing building, plumbing, fire, energy, seismic, and etc. code violations on existing work.

PAYMENT TERMS:

- 25 % due upon acceptance of proposal and prior to E&J ordering materials or equipment.

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Contract with McFarland Johnson, Inc. of Concord, NH to provide necessary design, bidding and grant administration services for expansion of the Portsmouth International Airport at Pease Terminal in amount not to exceed \$600,000.00; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated November 9, 2017 and attached hereto.

N:\RESOLVES\2017\TerminalExpansion 1117.docx

MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: November 9, 2017
Subject: Design Contract for Terminal Expansion
CC: Paul E. Brean, Airport Director

Routing passengers through the terminal has become a major challenge for Airport Operations. Areas designed to accommodate passenger circulation and seating have been taken over by new and required airport security functions resulting in crowding and confusion. In acknowledgement of this situation, last year the FAA and the PDA Board approved a study that would determine what, if any, terminal improvements are needed. As that study progresses, all indications are that an expansion to accommodate existing passengers is justified.

The Terminal Planning Study now underway includes the development of concept plans to alleviate the current terminal congestion, as well as the development of plans to address reasonably anticipated future growth. At this point, we have gathered sufficient information to have arrived at a preferred alternative to alleviate current problems. Working with our consultant, McFarland Johnson, Inc. (MJ), and MJ's sub consultant, Fennick McCredie Architecture (FMA), we have selected the attached concept for further refinement. The study will continue to look at expected future conditions and to summarize all the findings into a final report that will be available in a few months. In the interim, to take full advantage of PSM's entitlement funding from FAA, PDA should proceed with the design and bidding of the preferred alternative on a timeline that will allow us to submit a grant application for the project by May 1, 2018.

The 2018 window is critical. By next year PSM will have accumulated approximately \$1.2 million in AIP entitlement money. If PDA submits a grant application next May the accumulated funds will be directed to the 2018 grant project, the proposed terminal expansion. If PDA does not submit a 2018 application, the accumulated funds will be allocated to the runway project programmed for 2019. FAA would not allow the terminal project to be funded in 2019 along with the runway reconstruction. There is no mandate to "save" the 2018 funds for the runway. In order to preserve our only near term opportunity to relieve the terminal challenges, provide a satisfactory customer experience, and optimize the use of AIP funding, we need to apply for a grant next May.

The preliminary cost estimate for the design and construction work is approximately \$11 million. While in past years PDA has received discretionary money to apply to large projects, we believe that is unlikely to occur in 2018. In other words, this project would not be funded through the usual 90/5/5 split with PDA being responsible for only 5%. PDA should be prepared to fund a major portion of the work, or approximately \$9.8 million. (\$11M less \$1.2M)

Staff has discussed the source of financing for a project of this magnitude. We believe that, in addition to existing Tradeport revenue, new revenue from airport fuel flowage fees, airport parking fees, or passenger

facility charges should be considered for implementation. A decision on a specific funding mechanism is best made after design work is complete and the scope of the project determined.

The cost estimates presented above are preliminary. To arrive at firm costs, the project needs to be brought to final design so that it can be bid. The approved Terminal Planning Study does not include final design and bidding. The MJ team is proposing a contract fee not to exceed \$600,000 to produce bid documents and allow the project to continue and to be ready for a grant submission next May 1st. If this date is missed, the approximately \$1.2 million of funding will be carried over to 2019 to support the runway reconstruction and PDA would need to fund 100% of any short term terminal improvements.

Please note that the schedule being proposed for this project is extremely aggressive. Meeting the May 1st grant submission date will require timely decisions and strict adherence to deadlines. To date, MJ and FMA have been very cooperative in working with staff by providing drawings, attending meetings, answering questions and responding quickly and efficiently to help us advance to this stage. We believe that we can meet the tight schedule.

At next week's Board meeting, please seek Board approval to enter into a contract with McFarland Johnson to provide necessary design, bidding, and grant administration services for the terminal expansion project as presented. The contract amount would be \$600,000. After the project is bid and we have definitive numbers, we will need to seek further approvals for the construction phase. Jonathan McCredie from FMA will attend the Board meeting to present the expansion plans and answer questions.

Terminal Improvement Plan

Portsmouth International Airport

Pease Development Authority

November 16, 2017

I. Terminal Improvement Proposal



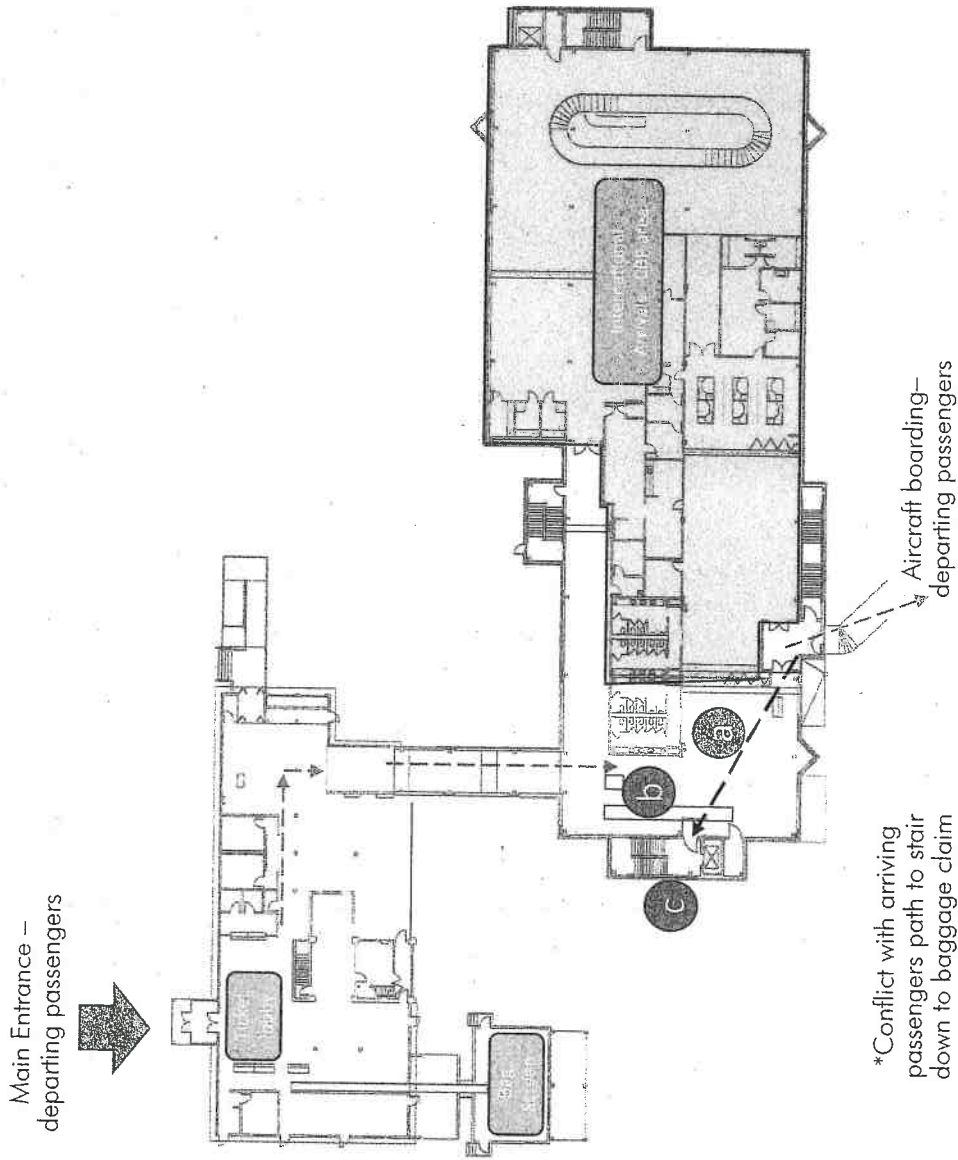
Locus plan



project objectives

1. Address "top 3" current terminal deficiencies

- a. **Domestic departure lounge** too small to accommodate number of passengers for current flight schedule based on IATA space standards. Conflicts with arriving passenger circulation.
- b. **TSA passenger screening checkpoint** is too small to properly function, does not meet TSA standards, blocks vertical circulation public access, occupies space within already constrained departures lounge.
- c. **Vertical circulation** is challenging for some passengers to utilize (stairs designed for emergency egress and not passengers with carry-on bags, physical limitations), and is difficult to find/identify (conflict with Tsa checkpoint).



Passenger pathway – domestic departures

Passenger pathway – domestic arrivals

*Conflict with arriving passengers path to stair down to baggage claim

Aircraft boarding – departing passengers

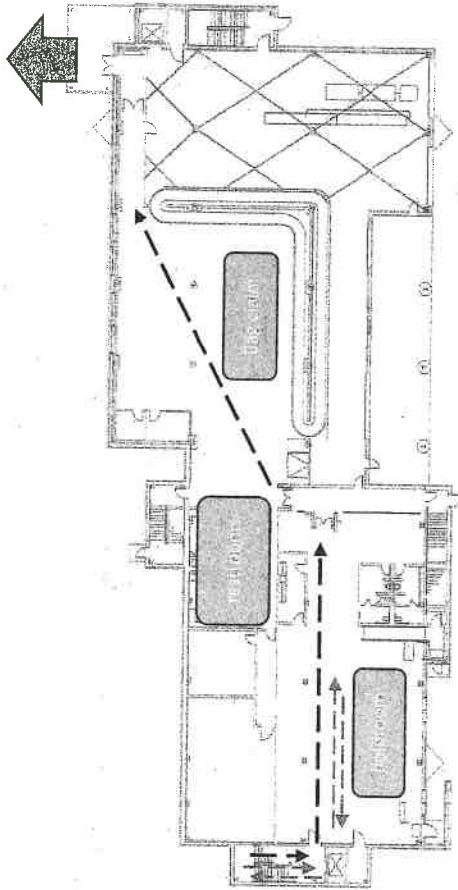
Existing building - upper level floor plan

project objectives

1. Address "top 3" current terminal deficiencies

- a. Domestic departure lounge too small to accommodate number of passengers for current flight schedule based on IATA source standards. Conflicts with arriving passenger circulation.
- b. TSA passenger screening checkpoint is too small to properly function, does not meet TSA standards, blocks vertical circulation/public access, occupies space within already constrained departures lounge.
- c. **Vertical circulation** is challenging for some passengers to utilize (stairs designed for emergency egress and not passengers with carry-on bags, physical limitations), and is difficult to find/identify (conflict with TSA checkpoint).

Main Exit – arriving domestic passage



*Stair Conflict with arriving & departing passengers

---▲--- Passenger pathway – domestic departures

—◀— Passenger pathway – domestic arrivals

Existing building - lower level floor plan

project proposal

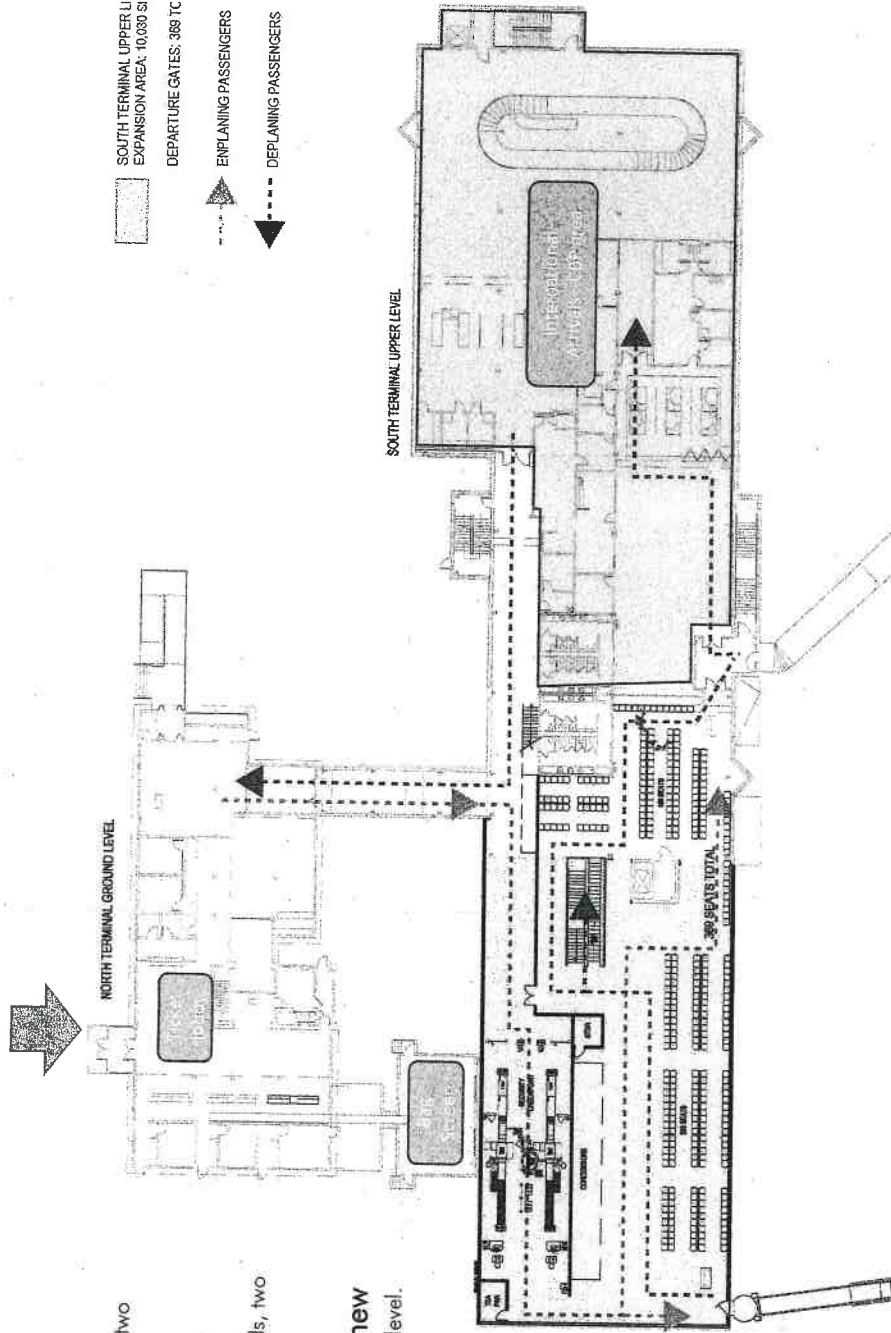
Primary Features:

- a. **Expanded departure lounge** to accommodate two concurrent A320 flights, second jetbridge capability.
- b. **Expanded, reconfigured TSA passenger screening checkpoint** meeting TSA space standards, two lanes, expanded passenger queuing
- c. **Reconfigured vertical circulation, including a new down escalator** provides safe direct access to lower level.

Supplemental Features:

- Covered outbound baggage handling below new addition
- Increased waiting area at existing elevator (to remain)
- Increased post-security concession opportunity (revenue source)
- Allows for future expansion of all terminal functions
- Total capacity 3 concurrent gates (2 upper level, 1 ground level)

Main Entrance –
departing passengers



Proposed addition - upper level floor plan

project proposal

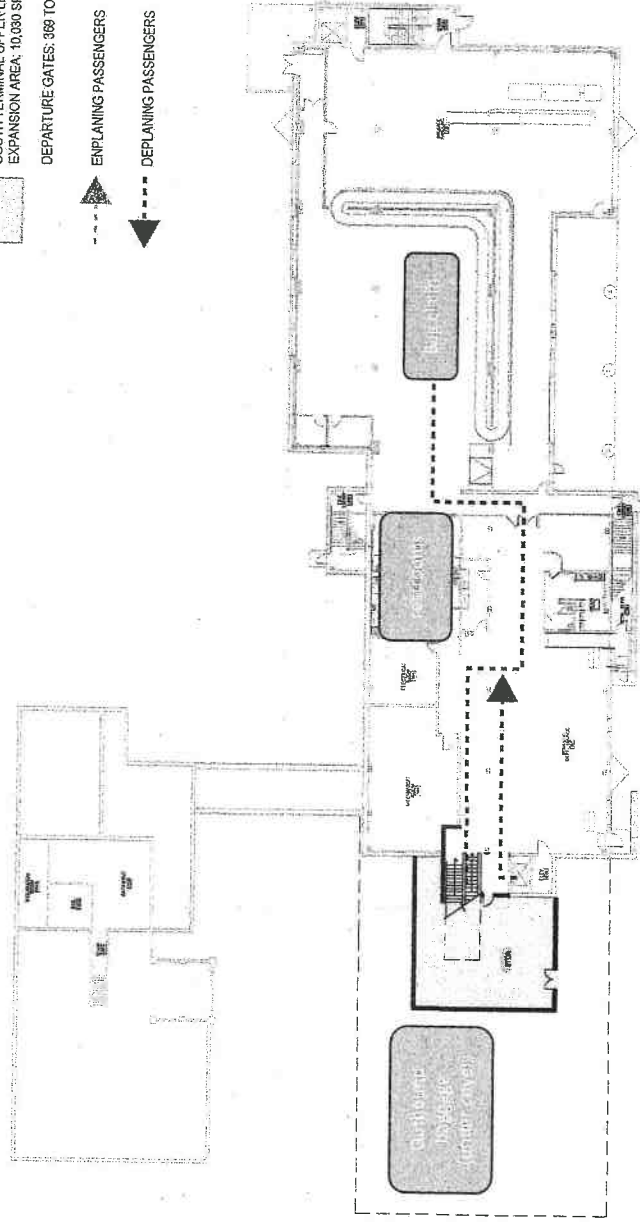
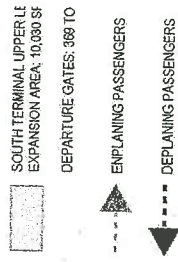
Primary Features:

- a. **Expanded departure lounge** to accommodate two concurrent A320 flights, second jetbridge capability.
- b. **Expanded, reconfigured TSA passenger screening checkpoint** meeting TSA space standards, two lanes, expanded passenger queuing
- c. **Reconfigured vertical circulation, including a new down escalator** provides safe direct access to lower level.

Supplemental Features:

- Covered outbound baggage handling below new addition
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- Allows for future expansion of all terminal functions
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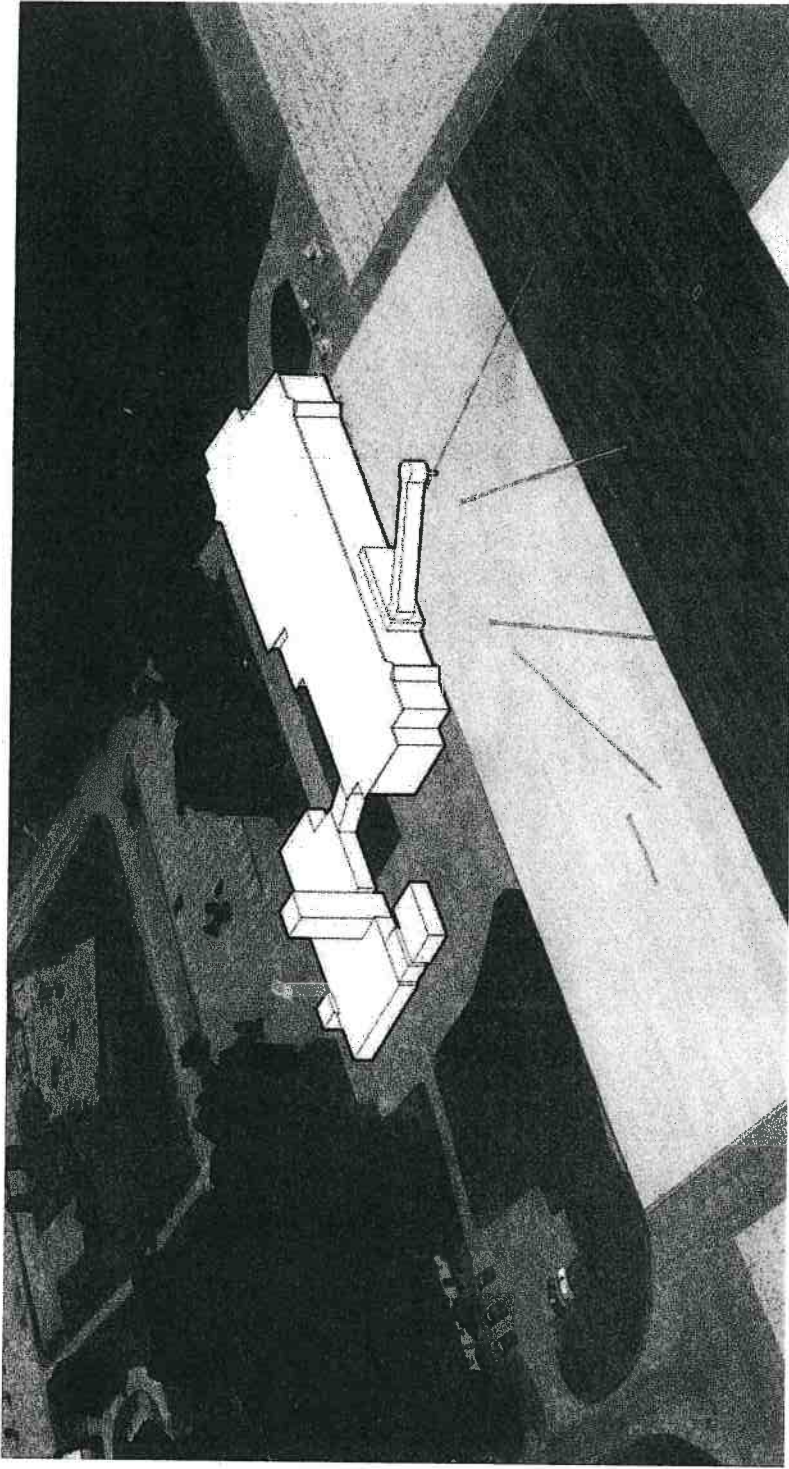
Main Entrance –
departing passengers



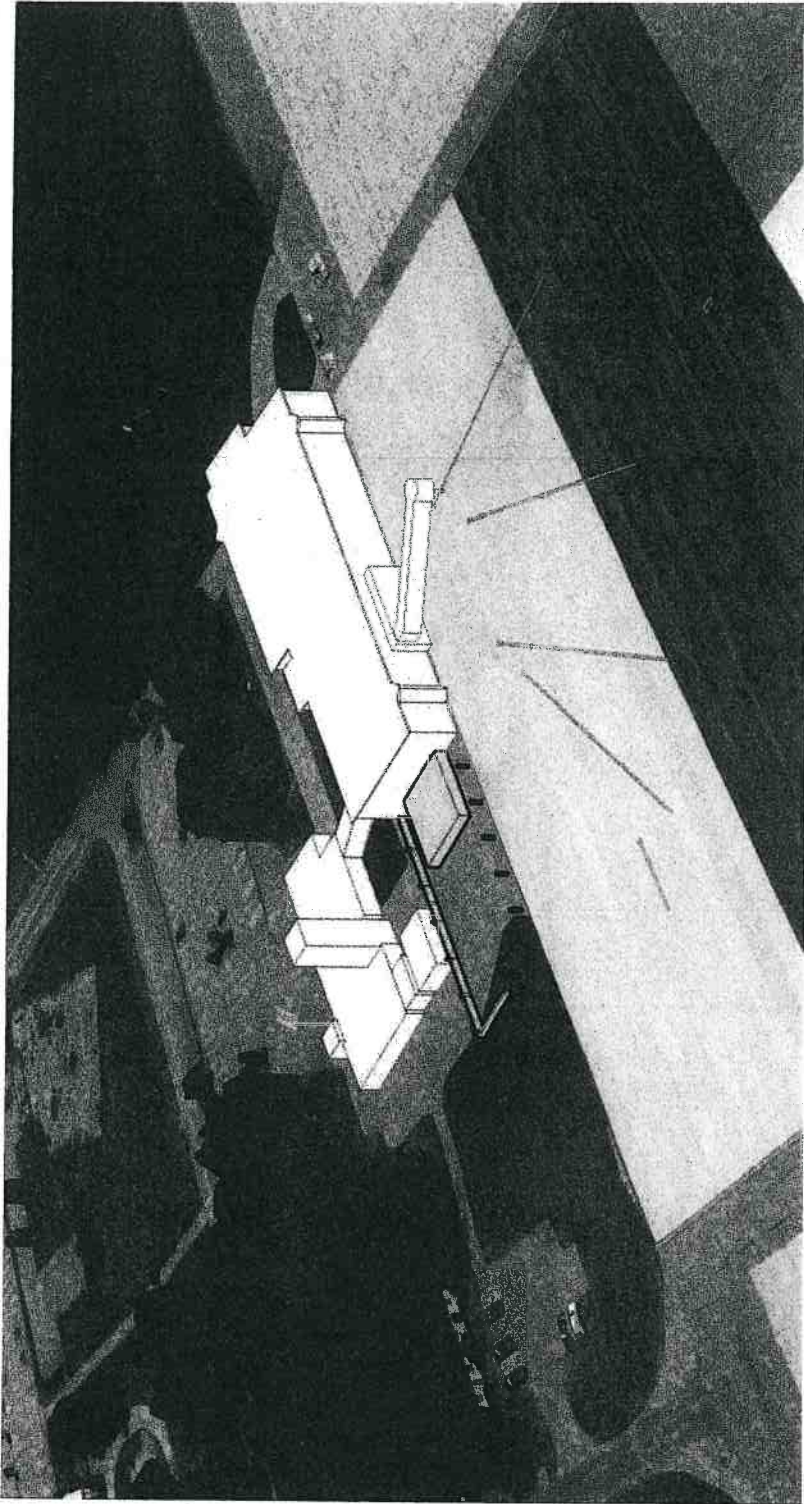
Proposed addition - upper level floor plan



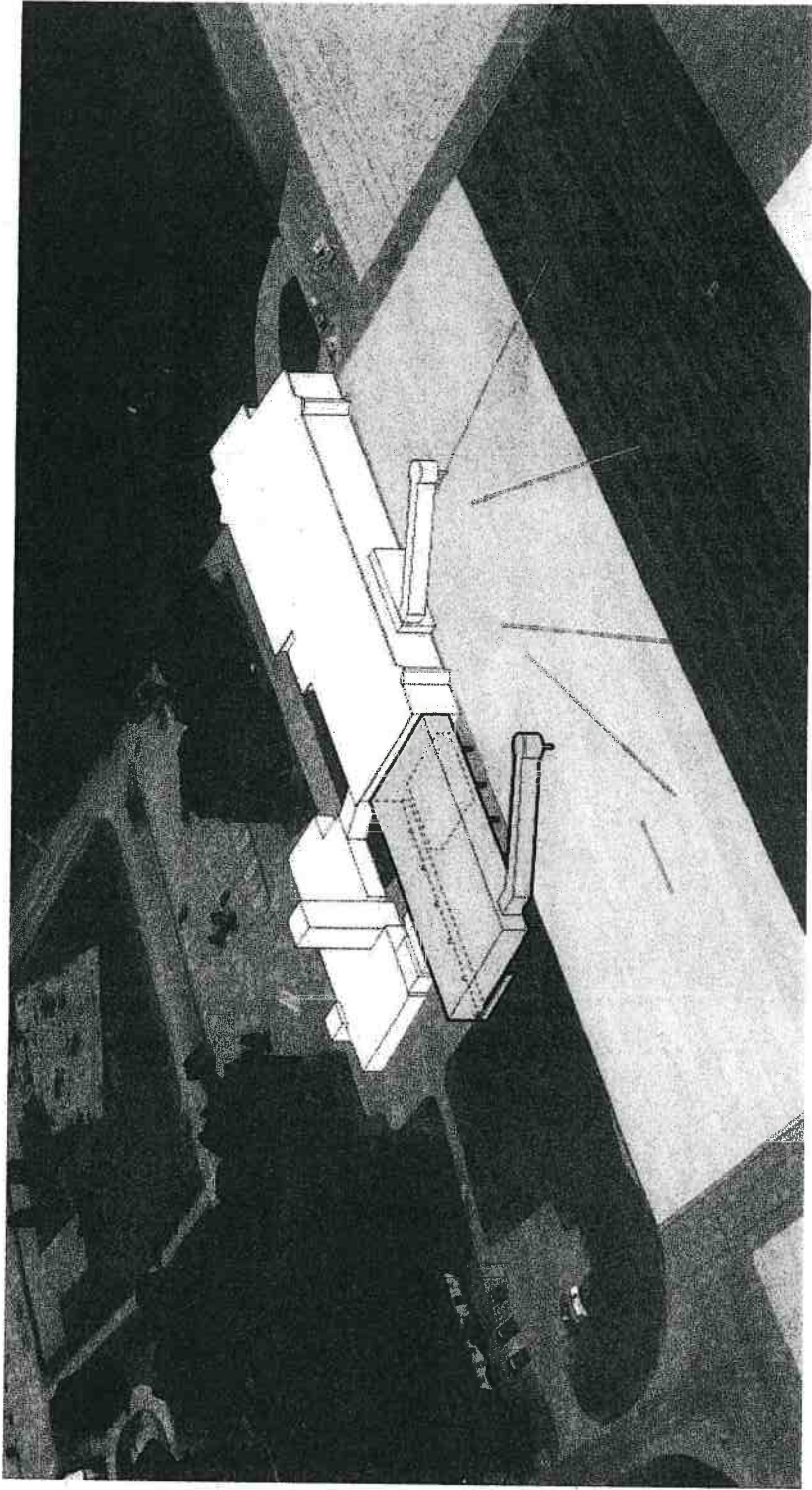
Existing terminal complex



Project proposal – lower level

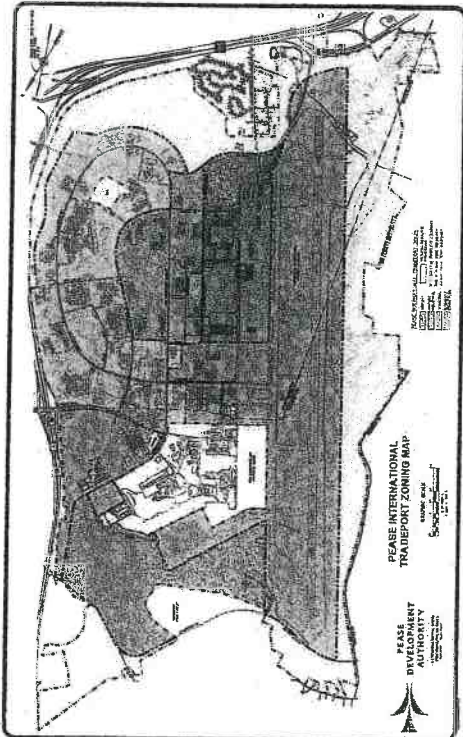


Project proposal -upper level

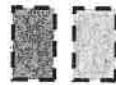


II. Terminal Area Master Plan

Zoning

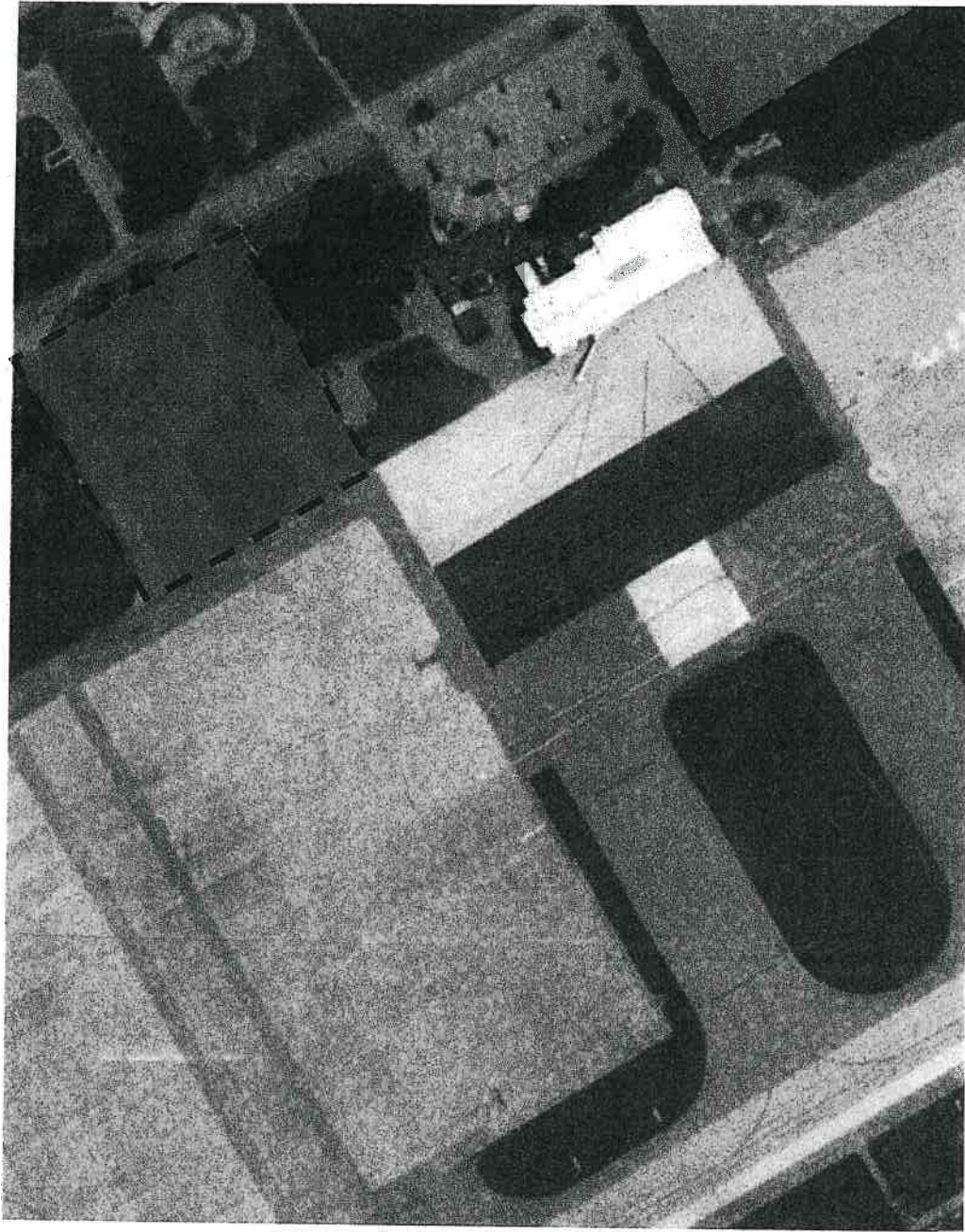


key:



Air force Property

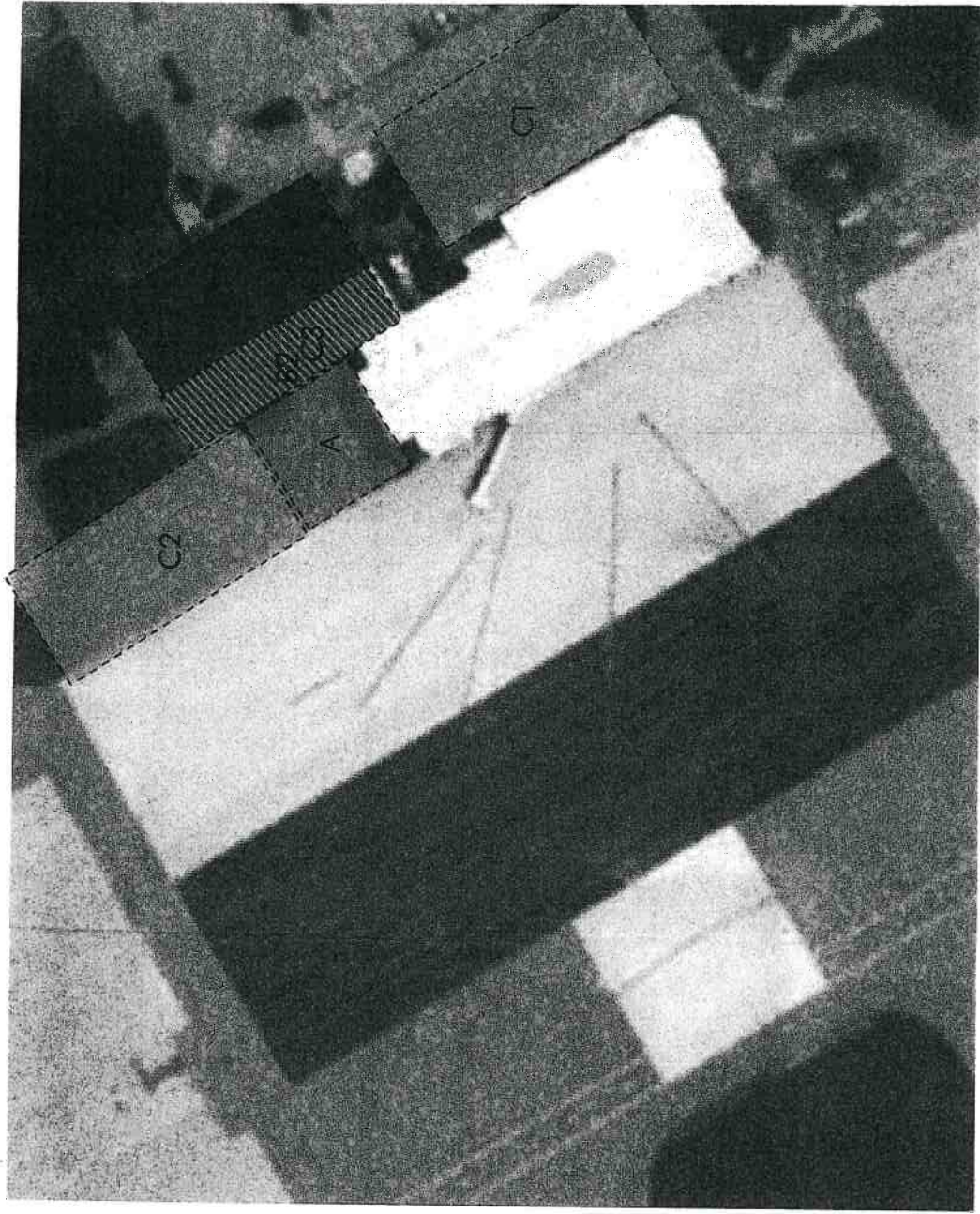
Wetlands



Long-range master plan

key:

- A. Phase 1: Immediate needs (Current project proposal)
 - o Address TSA checkpoint deficiency, upper level
 - o Address departures holdroom deficiency, upper level
 - o Address vertical circulation deficiency, upper/lower level
 - o Provide covered outbound baggage, lower level
- B. Phase 2: Short-term needs (future)
 - o B1 – replace existing ticket lobby building with new ticket lobby
 - o B2 – construct new Tsa bag screening room at lower level, building shell space for future Tsa checkpoint expansion at upper level.
- C. Phase 3: Long-term expansion (future)
 - o C1 – construct new arrivals hall, second bag claim
 - o C2 – construct additional departure loungers and jetbridge gates at upper level, outbound baggage handling beneath
 - o C3 – construct 3rd and 4th TSA checkpoint lanes



Memorandum

To: Paul Brean, Airport Director
From: Sandra McDonough, Airport Community Liaison 
Date: 11/8/2017
Subj: Noise Report for October 2017

The Portsmouth International Airport at Pease received a total of 253 noise inquiries in October, 2017. There were 151 rotor and 102 fixed wing inquires.

The 151 rotor wing inquiries originated from eight residences: six Portsmouth residences, one Rye residence and one Lee residence. Two Portsmouth residences were responsible for 132 of the 151 rotor wing inquiries. The inquiries were all presumed to be pertaining to Seacoast Helicopters except for the caller from the Town of Lee. The helicopters did not fit Seacoast helicopters description.

Most of the rotor wing callers call frequently and are only interested in logging their concerns so the data can be used in the future and don't require a call back. The caller from Lee was calling about a safety issue so they were given the contact information for the Flight Standards District Office to follow up on her concerns.

The 102 fixed wing inquiries originated from ten residences: three Portsmouth residences, three Dover residences, one Greenland residence, one Newington residence, one Rye residence and one Newmarket residence. The residence in Newmarket was responsible for 93 of the 102 calls. The fixed wing concerns were mainly centered on large aircraft (ex. Boeing 767, Antonov and K35r refueler) being low and loud. The only calls concerning smaller aircraft included two residents in Portsmouth calling about a Mooney (single engine piston) flying too low over downtown Portsmouth.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate. Certain callers have indicated that call backs are unnecessary and the Newmarket resident is only responded to when there is a new concern that hasn't already been addressed.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$18,730.50 for the following legal services rendered to the Pease Development Authority:

1.	Kutak Rock LLP		
	General/Through September 30, 2017	\$82.00*	
	CLF/Through September 30, 2017	<u>\$1,354.20</u>	
			\$1,436.20
2.	Sheehan Phinney Bass + Green		
	CLF/Through September 30, 2017	<u>\$16,527.00</u>	
			<u>\$16,527.00</u>
	Total		<u>\$17,963.20</u>

* The balance will be paid by the City of Portsmouth

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ANALYSIS - LEGAL FEES
ENVIRONMENTAL MATTERS

SHEEHAN PHINNEY BASS + GREEN				KUTAK ROCK LLP				
<u>DATE</u>	Haven Well	Conservation Law Foundation	Fiscal Year Total	<u>DATE</u>	Haven Well	Hangar 227	Conservation Law Foundation	Fiscal Year Total
FY18	\$0.00	\$59,438.00	\$59,438.00	FY18				
FY 17	\$0.00	\$212,105.26	\$212,105.26	FY 17	\$16,030.93	\$9,990.00	\$13,279.69	\$13,279.69
FY 16	\$0.00	\$0.00	\$0.00	FY 16	\$14,472.30	\$0.00	\$0.00	\$122,741.41
FY 15	\$2,400.17	\$0.00	\$2,400.17					\$14,472.30
FY 14	\$14,604.30	\$0.00	\$14,604.30					
Sub Totals	\$17,004.47	\$271,543.26	\$288,547.73	Sub Totals	\$30,503.23	\$9,990.00	\$110,000.17	\$150,493.40
				*Billing Credit				\$10,480.50
Cumulative Total	\$17,004.47	\$271,543.26	\$288,547.73		\$30,503.23	\$9,990.00	\$110,000.17	\$140,012.90
Through September 2017				Through September 2017				

*Credits were given on the May 2017 invoices in an amount equal to approximately 11% to reflect overpayments. The credits have not been equally distributed by category.

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

October 11, 2017

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

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. 2349810
Client Matter No. 294603-1

Invoice No. 2349810
294603-1

Re: General

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$205.00

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

October 11, 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. 2350262
Client Matter No. 301603-1

Invoice No. 2350262
301603-1

Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$1,354.20

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:	\$12,727.00
TOTAL EXPENSES:	\$3,800.00

TOTAL THIS BILL:	\$16,527.00

BALANCE DUE:	\$16,527.00

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

AMOUNT PAID... \$ _____

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Energy Management Consultants, Inc. ("EMC") in a total amount not to exceed \$28,207.00 for installation of LED technology lighting equipment and labor at the Portsmouth International Airport at Pease; all in accordance with the memorandum of Paul E. Brean, dated November 6, 2017, attached hereto. The funding has been allocated in the 2017 Airport Capital Expenditures Budget.

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. EMC is the sole contract service provider for Eversource;
2. The total cost of the project is \$56,414, half of which qualifies for a 50% rebate by using Eversource and EMC.
3. In the absence of using Eversource and EMC, PDA would not be eligible for the rebate.

Note: This motion requires 5 affirmative votes.

Memorandum

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *PEB*
Date: 11/8/2017
Subj: Eversource Exterior Lighting Improvement Project

Energy Management Consultants Inc. (EMC) is the authorized energy efficiency consultant for Eversource, the power supplier for Portsmouth International Airport at Pease ("PSM"). Eversource has awarded EMC a sole contract to conduct energy saving audits and perform efficiency upgrades to Eversource customers in the state of New Hampshire. EMC has conducted a comprehensive energy audit in collaboration with Eversource at PSM.

Electric utility meters throughout the airport property were audited for energy efficiency. A total of five meters were audited and energy efficiency cost savings for each meter was compiled. Of the five meters audited, two were found to qualify for Eversource's Small Business 50/50 Customer Agreement rebate. Eligibility is determined by efficiency of existing fixtures, duration of use, and ability to support new technology and controls. Pease staff has identified one eligible meter that is likely to be impacted by future terminal construction and it has been eliminated in this improvement project.

The remaining electrical meter, 75-2234-651, is a strong candidate for significant energy savings due to the amount of fixtures and duration of illumination on a daily basis. Meter 75-2234-651 consists of 40 high pole lighting units for the Airport Terminal Long Term Parking Lot and Passenger Walkway. Currently these high pole lights are illuminated by inefficient HID bulb technology. The high pole lights are illuminated from dusk to dawn and currently have no control mechanism.

Utilization of high efficiency LED technology and controls will provide a significant reduction in operating cost. Specifically, LED conversion will result in:

- A 14 kilowatt savings per unit by converting from incandescent bulbs to LED
- \$8,425.80 energy savings per year
- \$340.00 on maintenance savings per year
- 3.22 year payback, ROI 31.1%

The forecasted savings does not include the additional savings that will be recognized by utilizing motion sensor and dimming capabilities. The audit team recommends an additional 30% savings will be recognized by reducing power through motion sensor capability.

Meter 75-2234-651, qualifying for Eversource's 50/50 Customer Agreement Rebate, will allow the PDA to receive a 50% Eversource rebate on equipment and labor. The total project cost for equipment and labor is \$56,414. Eversource will apply a rebate of \$28,207 at the onset of the project resulting in a \$28,207 total project cost for Pease Development Authority. This funding has been allocated in the November 2017 Airport Capital Expenditures Budget.

It is my recommendation to proceed with this project without a formal bidding process as EMC is the sole contract service provider for Eversource to perform audits, and to determine eligibility for the 50/50 Customer Agreement Rebate Program in the State of New Hampshire. In the absence of using Eversource and EMC, PDA would not be eligible for the rebate. The return on investment is recognized at 31.1% without factoring motion sensor and dimming capabilities. This project is a sustainable achievement for the airport. LED and remote capability will eliminate electrical maintenance labor hours for re-lamping bulbs. This project will save 70,215 KWH annually while providing improved light quality and quantity in our terminal parking lot.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with OAG Aviation Worldwide Limited ("OAG") in a total amount not to exceed \$2,950.00 for the installation and \$4,900.00 per year for the annual hosting of a Flight Information Network; all in accordance with the memorandum of Paul E. Brean, dated November 6, 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. OAG has direct authorized access to Allegiant Airline's Flight Information Network;
2. Having direct access to Allegiant Flight Information Network and 900 other airlines will provide direct communications between OAG and the airlines resulting in enhanced and valuable real time information for airlines and airport passengers;
3. OAG's direct access will provide real time flight information as well as local radar and flight information.

Note: This motion requires 5 affirmative votes.

Memorandum

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *PEB*
Date: 11/08/2017
Subj: Flight Information Display through OAG

The Portsmouth International Airport at Pease (“PSM”) does not currently offer the travelling public real time airline flight information at the airport terminal or on PDA’s website. In order to improve customer service to our commercial passengers, real time flight data needs to be hosted on a flight information display board in the terminal and on the PDA’s website. Flight information for both scheduled and charter service should be accessible to the travelling public.

OAG Aviation Worldwide Limited (“OAG”) is an air travel intelligence company that provides accurate, timely and actionable digital information and applications to the world’s airlines, airports, government agencies and travel related service companies. OAG has direct access to the Allegiant Airlines Flight Information Network. Having authorized access to Allegiant’s Flight Information Network, OAG is able to provide real time feeds on delays, cancellations, and gate adjustments. OAG currently hosts flight information displays at the small market airports in which Allegiant Airlines (“Allegiant”) operates. In addition to Allegiant flight information, OAG will provide local weather radar feeds and flight information for over 900 airlines that host charter operations at PSM. The displays at both the terminal and on the website will give the customer a real time overview of what is happening at the airport.

With direct access to Allegiant and 900 other airlines, there is direct communication between OAG and the airlines. Many entities will utilize third party flight data companies. These services utilize flight tracking software to calculate flight time estimates. Official airline reporting is unknown and third party advertising is used to fund the flight data provider. OAG's direct access to Allegiant eliminates third party advertising and posting unofficial information to our passengers.

Initial setup cost for the website and terminal display is \$2,950.00. Annual cost will be \$4,900.00 per year to host the terminal display and website. Annual costs is set and no additional funding is required to access any other airline databases. Both the terminal display and website are created to allow for revenue generating advertisement, ultimately creating a potential direct revenue flow to the airport. The request to waive the RFP requirement is based on the following reasons:

- 1) OAG has direct authorized access to Allegiant Airline's Flight Information Network;
- 2) Having direct access to Allegian Flight Information Network and 900 other airlines will provide direct communications between OAG and the airlines resulting in enhanced and valuable real time information for airlines and airport passengers; and
- 3) OAG's direct access will provide real time flight information as well as local radar and flight information.

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing sodium formate based runway deicing solid at the price of \$0.69 per pound for a period of January 1, 2018 through December 31, 2018; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated November 8, 2017, attached hereto.

N:\RESOLVES\Resolves\2017\RunwayDeicingSolid 1117.docx

Memorandum

To: David Mullen, Executive Director
CC: File
From: Sandra McDonough, Airport Operations Specialist *SM*
Date: 11/8/2017
Re: Sodium Formate Contract

The Pease Development Authority accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components. Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Sodium Formate expires on December 31, 2017.

One company submitted a bid prior to the scheduled bid opening October 24, 2017, at 2:30 p.m.

The one bidder was Nachurs Alpine Solutions Industrial at \$.69 per pound. This is up from \$0.599 per pound with the same contractor for the current year.

I recommend you seek Board approval at the November, 2017 meeting to enter into a contract with Nachurs Alpine Solutions Industrial of Marion, Ohio, for Sodium Formate Based Runway Deicing Solid in the amount of \$0.69 per pound. This contract will begin January 1, 2018 and expire December 31, 2018.

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, OH, for the purpose of purchasing potassium acetate based runway deicing liquid at a price of \$4.412 per gallon for a period of January 1, 2018 through December 31, 2018; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated November 8, 2017, attached hereto.

N:\RESOLVES\2017\RunwayDeicingLiquid 1117.docx

Memorandum

To: David Mullen, Executive Director
CC: File
From: Sandra McDonough, Airport Operations Specialist *sm*
Date: 11/8/2017
Re: Potassium Acetate Liquid Runway Deicer

The Pease Development Authority accepted bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations on the airport. The FAA is very restrictive on what deicing chemicals can be used on airports because of the corrosive qualities that cause serious damage to critical aircraft components. Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Potassium Acetate expires December 31, 2017.

Two companies submitted bids prior to the scheduled bid opening, October 24, 2017 at 2:15 p.m.

The low bidder was Nachurs Alpine Solutions Industrial of Marion, Ohio at \$4.412 per gallon. I recommend you request Board approval to award a contract to Nachurs Alpine Solutions Industrial of Marion, Ohio, for Potassium Acetate Based Runway Deicing Liquid in the amount of \$4.412 per gallon. This contract will begin January 1, 2018 and expire December 31, 2018.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Holliston Sand Co., Inc. of Slatersville, RI, for the period of January 1, 2018 through December 31, 2018 for the purpose of providing FAA approved runway sand for the Airport runways at the price of \$99.53 per ton; in accordance with the memo from Sandra McDonough, Airport Operations Specialist, dated November 8, 2017, attached hereto.

N:\RESOLVES\2017\RunwaySand 1117.docx

Memorandum

To: David Mullen, Executive Director
CC: File
From: Sandra McDonough, Airport Operations Specialist *SM*
Date: 11/8/2017
Re: FAA Approved Runway Sand

The Pease Development Authority (PDA) advertised for sealed bids to supply FAA Approved Runway Sand. As is the case with winter operations in highways, sand is a very critical component to successful winter operations on the airport. FAA has very stringent standards for sand used on airports and as a result it generally cost more than standard highway sand and there are very few suppliers.

The current contract for Runway Sand is \$99.05 per ton and expires on December 31, 2017.

One company submitted a bid prior to the scheduled bid opening, October 24, 2017 at 2:00 p.m. The bid results were:

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Holliston Sand Co. Inc	Slatersville, RI	\$99.53/Ton

I recommend you seek Board approval to award a contract to Holliston Sand Co. Inc. for supply of FAA Approved Runway Sand in the amount of \$99.53 per ton. The new contract will begin January 1, 2018 and expire December 31, 2018.

MOTION


Director Preston:

The Pease Development Board of Directors hereby authorize the Executive Director to execute a Right of Entry with DiTucci Petroleum Carriers, Inc. dba Lawrence Tank of East Kingston, New Hampshire, through June 30, 2018, for the purpose of filling of its tankers with salt water at the Hampton Harbor Marine Facility; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 6, 2017 attached hereto.

N:\RESOLVES\Resolves\2017\DPH-DiTucciROE 1117.docx

Date: November 6, 2017

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

From: Geno Marconi, Director 

Subject: DiTucci Petroleum Carriers, Inc. dba Lawrence Tank, Hampton Harbor Marine Facility ("HHMF") Right of Entry request

The Division of Ports and Harbors ("DPH") has received a request from DiTucci Petroleum Carriers, Inc. dba Lawrence Tank ("DiTucci") to take over the operations of Lawrence Tank, Inc. for filling its tankers with salt water at the HHMF.

The Division has reviewed the request of DiTucci and recommends that the PDA Board of Directors approve the request and grant a non-exclusive right for DiTucci to fill its tankers with salt water at the HHMF in accordance with the following terms and conditions:

PREMISES: Hampton Harbor Marine Facility

PURPOSE: To use the water access on state property to fill tankers with salt water

TERM: Effective June 23, 2017 through June 30, 2020

FEES: \$1000 fee for the first year, June 23, 2017- June 30, 2018
Fee for subsequent years to be reviewed and determined prior to the start of each season.

INSURANCE: Minimum insurance coverage, to include General Liability Insurance in the amount of \$2,000,000.00, Workers Compensation coverage to the statutory limits, and automobile liability coverage 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. Said 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. 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 Hampton Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

DiTucci Petroleum Carriers, Inc.
Lawrence Tank
3 Clark Rd
East Kingston NH 03827
(603) 394-2059 – (978) 685-5924
Racer155@comcast.net

October 27, 2017

State of New Hampshire
Pease Development Authority
Division of Ports & Harbors
555 Market Street
Portsmouth NH 03801

Geno Marconi Director,

Please consider this request for a Right of Entry for DiTucci Petroleum Carriers, Inc. dba Lawrence Tank for the Hampton Harbor State Marine Facility, for the purpose of filling our tankers with salt water. DiTucci Petroleum Carriers, Inc. has been in business since 2010. We purchased Lawrence Tank on June 23rd, 2017 retaining the name, employees, tractors, and tankers. We also maintained their customer base which is the reason we would like approval for a ROE.

DiTucci Petroleum Carriers, Inc.
3 Clark Rd
East Kingston NH 03827

Cynthia DiTucci, President
James DiTucci, Operations Manager
David Albetski, General Manager Bulk Water
Kathline Davis, Bookkeeper

References:

State of New Hampshire, Dept. of Trans – we currently transport gasoline to many town yards through the Rockingham County Area (Hampton-Hookset-Allenstown-Dover-Epping-Kingston)
E.I Wyson Trucking PO Box 800 Westminster MA 978-874-0822 as a trade reference
Sprague Two International Drive Suite 200 Portsmouth NH 603-431-1000 is a terminal we load fuel from
Irving Oil Revere, Portsmouth Terminals 877-942-3600 is a terminal we load fuel from

Thank you for your consideration in this matter. We look forward to working with you in the future.

Regards,


Cynthia DiTucci

President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT, for valuable consideration received from Ditucci Petroleum Carriers, Inc., a New Hampshire corporation ("Buyer"), on June 23, 2017, pursuant to a certain Asset Purchase Agreement dated June 7, 2017 ("Asset Purchase Agreement"), Lawrence Tank, Inc., a Massachusetts corporation, ("Seller") does hereby grant, bargain, sell, assign, transfer and deliver unto Buyer all of Seller's rights, title and interest in and to the Seller's Assets (as such term is defined in the Asset Purchase Agreement), to have and to hold the Seller's Assets forever, effective June 23, 2017.


1. All of Seller's tangible and intangible business assets as described in Section I of the Asset Purchase Agreement;
2. All Equipment as described in Schedule A attached hereto.
3. Any and all of Seller's rights to its business telephone number(s), all of Seller's corporate goodwill, including without limitation, rights to the trade name "Lawrence Tank" and all variations thereof, all of Seller's trade names, business names, service marks, or logos relating thereto and any variations thereon;
4. Seller's assignable books and records relating to customers, suppliers, sales and service files and records, employees and contracts assumed in writing by Buyer;
5. Seller's assignable and transferable approvals, licenses, orders, regulations, certificates, variances, exemptions, and similar rights obtained from governments, government agencies or third parties assumed in writing by the Buyer.

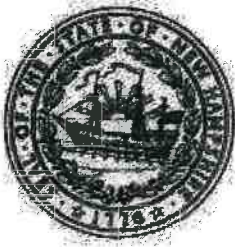
To have and to hold the Assets unto Buyer, and Buyer's successors and assigns, for Buyer's own use and benefit, forever.

Capitalized terms, including the term "Seller's Assets" used in this Bill of Sale shall have the same meaning as defined in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed, this Bill of Sale as of the date first set forth above.

SELLER:
LAWRENCE TANK, INC.

By: 
Richard A. Lippold, President



State of New Hampshire

Department of State

2017 ANNUAL REPORT

Filed
Date Filed: 3/2/2017
Effective Date: 3/2/2017
Business ID: 625880
William M. Gardner
Secretary of State

BUSINESS NAME: DITUCCI PETROLEUM CARRIERS, INC.
BUSINESS TYPE: Domestic Profit Corporation
BUSINESS ID: 625880
CITIZENSHIP: Domestic
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
3 Clark Road East Kingston, NH, 03827, USA	3 Clark Road East Kingston, NH, 03827, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: DiTucci, Cynthia A	
REGISTERED AGENT OFFICE ADDRESS: 3 Clark Road East Kingston, NH, 03827, USA	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / transportation of petroleum products, transport of pool water etc.	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Cynthia A. DiTucci	3 Clark Road, East Kingston, NH, 03827, USA	President
Cynthia A. DiTucci	3 Clark Road, East Kingston, NH, 03827, USA	Vice President
Cynthia A. DiTucci	3 Clark Road, East Kingston, NH, 03827, USA	Secretary
Cynthia A. DiTucci	3 Clark Road, East Kingston, NH, 03827, USA	Treasurer
Cynthia A DiTucci	3 Clark Road, East Kingston, NH, 03827, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

<u>Cynthia A. DiTucci</u> SIGNATURE	<u>President</u> TITLE
--	---------------------------

Business Information

Business Details

Business Name:	DITUCCI PETROLEUM CARRIERS, INC.	Business ID:	625880
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	02/09/2010	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/09/2010		
Principal Office Address:	3 Clark Road, East Kingston, NH, 03827, USA	Mailing Address:	3 Clark Road, East Kingston, NH, 03827, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2017
		Next Report Year:	2018
Duration:	Perpetual		
Business Email:	racer155@comcast.net	Phone #:	603-778-7396
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / transportation of petroleum products, transport of pool water etc.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: DiTucci, Cynthia A

Registered Office Address: 3 Clark Road, East Kingston, NH, 03827, USA

Registered Mailing Address: Not Available

Trade Name Information

Business Name	Business ID	Business Status
LAWRENCE TANK (/online/BusinessInquire/TradeNameInformation? businessID=598554)	773509	Rejected

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Shares](#)
 [Businesses Linked to Registered Agent](#)
 [Return to Search](#)
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NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St.
 Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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State of New Hampshire

Department of State

Date Submitted: 6/27/2017

William M. Gardner

Secretary of State

Form TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

1: TRADE NAME

LAWRENCE TANK

2: PRINCIPAL OFFICE INFORMATION 3 CLARK RD, E Kingston, NH, 03827, USA

MAILING ADDRESS 3 CLARK RD, E Kingston, NH, 03827, USA

3: PRINCIPAL PURPOSE

NAICS CODE	NAICS SUBCODE
48-Transportation and Warehousing	110-General Freight Trucking, Local

4: DATE OF TRADE NAME ORGANIZED 06/23/2017

5-A: ENTITY APPLICANT

DiTucci Petroleum Carriers, Inc. (625880)

Cynthia M. DiTucci

SIGNATURE

3 Clark Road, East Kingston, NH, 03827, USA

President

TITLE

5-B: INDIVIDUAL APPLICANT

Cynthia M. DiTucci

SIGNATURE

TITLE

5-C: TRADE NAME

SIGNATURE

TITLE

5-D: NON REGISTERED ASSOCIATION

SIGNATURE

TITLE

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:

This statement shall be effective from: 06/27/2017

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.



PLANNING BOARD
TOWN OF EAST KINGSTON
New Hampshire

2017-2018
Joe Cacciatore, *Chairman*
Dr. Robert Marston, *Vice Chairman*

CERTIFICATE OF BUSINESS

On October 19, 2017, Mr. James Ditucci appeared before the East Kingston Planning Board for a Home Occupation Review for his business "Ditucci Petroleum Carriers Inc and Lawrence Tank".

The Planning Board unanimously approved Mr. Ditucci to operate the home office functions for "Ditucci Petroleum Carriers Inc and Lawrence Tank" in perpetuity for as long as Mr. Ditucci lives or conducts his business at the address of 3 Clark Road, East Kingston, NH 03827.

Cordially,



Joseph Cacciatore

Chairman

Business Information

Business Details

Business Name: LAWRENCE TANK	Business ID: 773509
Business Type: Trade Name	Business Status: Rejected
Expiration Date: 6/27/2022	Last Renewal Date: Not Available
Business Creation Date: 06/27/2017	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 06/27/2017	
Principal Office Address: 3 CLARK RD, E Kingston, NH, 03827, USA	Mailing Address: 3 CLARK RD, E Kingston, NH, 03827, USA
Business Email: racer155@comcast.net	Phone #: 603-394-2059
Notification Email: racer155@comcast.net	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Transportation and Warehousing	General Freight Trucking, Local

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
DiTucci Petroleum Carriers, Inc. (/online/BusinessInquire/TradeNameInformation? BusinessID=446572)	Business	Good Standing



P.O. Box 3898
 Concord, NH 03302-3898
 (603) 224-7337

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This is to certify that: **Ditucci Petroleum Carriers, Inc.** **Certificate #: 46**
 3 Clark Road
 East Kingston, NH 03827

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the stated policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: **NH**

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term:			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input checked="" type="checkbox"/> If yes, describe under Description of Operations below	01/01/2017-01/01/2018	P000814NHMTA2017	Bodily Injury By Accident	\$1,000,000
			Bodily Injury by Disease Policy Limit	\$1,000,000
			Bodily Injury by Disease Each Person	\$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of NH/Peace Development
 Authority
 Division of Ports & Harbors
 555 Market Street
 Portsmouth, NH 03801

Ralph J. Seelley

Authorized Representative

Concord, NH	603-224-7337	10/27/2017
Office	Phone Number	Date Issued



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, Ho, Ext): 888-333-4949 FAX (A/C, Ho): 507-446-4654 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED DITUCCI PETROLEUM CARRIERS INC, LAWRENCE TANK 3 CLARK RD EAST KINGSTON, NH 03827-2149		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 39 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WISR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0744772	11/25/2016	11/25/2017	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$100,000 WED EXP (Per occ person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	0744772	11/25/2016	11/25/2017	COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0744773	11/25/2016	11/25/2017	EACH OCCURRENCE: \$4,000,000 AGGREGATE: \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10). Additional Remarks Schedule, may be attached if more space is required.
SEE ATTACHED PAGE

CERTIFICATE HOLDER 394-369-3 STATE OF NEW HAMPSHIRE, PEASE DEVELOPMENT AUTHORITY, DIVISION OF PORTS AND HARBORS 555 MARKET ST PORTSMOUTH, NH 03801-3433	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED DITUCCI PETROLEUM CARRIERS INC, LAWRENCE TANK 3 CLARK RD EAST KINGSTON, NH 03827-2149	
POLICY NUMBER SEE CERTIFICATE # 39.0		EFFECTIVE DATE: SEE CERTIFICATE # 39.0	
CARRIER SEE CERTIFICATE # 39.0	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

POLICY COVERAGE AS OF 10/26/2017

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT. BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT. FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

POLICY NUMBER: 0744772

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
STATE OF NEW HAMPSHIRE PEASE DEVELOPMENT AUTH DIV OF PORTS & HARBORS 555 MARKET ST PORTSMOUTH NH 03801	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE NAMED INSURED IN REGARDS TO BEING ON THE PIER OF THE CERTHOLDER OBTAINING SALT WATER AT PROJECT LOCATION: THE HAMPTON HARBOR STATE MARINE FACILITY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

DITUCCI PETROLEUM CARRIERS INC
3 CLARK RD
EAST KINGSTON NH 03827

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

DITUCCI PETROLEUM CARRIERS INC
3 CLARK RD
EAST KINGSTON NH 03827

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below ~~but~~ only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

See IL-F-40-0001

Additional Insured Name and Address:

STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTH DIV OF
PORTS & HARBORS
555 MARKET ST
PORTSMOUTH NH 03801

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CA-F-75 (10-13)

Policy Number: 0744772

Transaction Effective Date: 10-26-2017

EXTENSION ENDORSEMENT

Extension - CA-F-75 - STATE OF NEW HAMPSHIRE

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE NAMED
INSURED IN REGARDS TO BEING ON THE PIER OF THE CETHOLDER OBTAINING SALT
WATER AT PROJECT LOCATION: THE HAMPTON HARBOR STATE MARINE FACILITY.

MOTION


Director Torr:

The Pease Development Board of Directors hereby authorize the Executive Director to execute a Right of Entry with Gauron Fishing, Inc. dba Gauron Kayak Rentals of Hampton, New Hampshire, through June 30, 2018, for the purpose of providing kayak rentals at the Hampton Harbor Marine Facility all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 7, 2017 attached hereto.

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PORTS AND HARBORS

TO: Pease Development Authority ("PDA"), Board of Directors
FROM: Geno J. Marconi, Director 
DATE: November 7, 2017
SUBJECT: Hampton Harbor Marine Facility, Right of Entry, Gauron Fisheries, Inc. dba Gauron Kayak Rentals

The Division of Ports and Harbors ("DPH") has received a request from Denise Gauron of Gauron Fisheries, Inc., to enter into a Right of Entry ("ROE") agreement for a building located at the Hampton Harbor Marine Facility for use as a sales office for kayak rentals and tours. Gauron Fisheries, Inc. has purchased the building and all associated items from Platypus Tours, LLC formerly owned by Les Eastman. Attached is a lot map showing the location of the building. They will be operating under a new trade name, Gauron Kayak Rentals under the Gauron Fisheries, Inc. umbrella.

The Division has reviewed the request and recommends to the PDA Board of Directors, the approval of the ROE under the following conditions:

PREMISES: Hampton Harbor Marine Facility

PURPOSE: Sales building for kayak rentals and tours

TERM: Upon approval through June 30, 2020

FEES: \$1000.00 for the first year ground rental for location of sales building. Second and Third year to be reviewed and determined prior to the start of each season.

INSURANCE:

Minimum insurance coverage, Commercial General Liability and/or Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage to statutory limits as applicable and required, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Said 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. 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 Hampton Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

10/3/17

Seller-Platypus Tours/Les Eastman JR

Address-188 Exeter Road Hampton Falls ,NH 03844

Buyer- Gauron Fisheries/Denise Gauron

Address- 1 Ocean Blvd Hampton NH 03842

I Les Eastman of Platypus TOURS sell to Denise Gauron of Gauron Fisheries a certain building located at 1 Ocean Blvd Hampton NH 03842 on leased land known as the Platy Shack, kayaks, jackets, paddles etc. for the sum of [REDACTED]

The seller is selling everything in as is condition and makes no warranties or representations on anything.

Seller Signature



Date

10/17/17

Buyer Signature



Date

10/4/17

Gauron Fisheries

1 Ocean Blvd

Hampton NH 03842

10/3/17

To Whom it may concern,

Regarding right of way for the platy shack located at 1 ocean Blvd Hampton NH 03842

We are requesting right of entry to conduct business out of the platy shack. We will be conducting business exactly as the former owner did. We are just changing the names and numbers on the signage. We will be renting kayaks and conducting kayak tours. We will have our fishing business brochures there as they did. We will cooperate fully with the port authority in every way. We will have proper insurance and send to you for approval.

Thank you,

Denise Gauron

A handwritten signature in cursive script, appearing to read "Denise Gauron".

MOTION

Director Allard:

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

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

Roll Call Vote.

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MOTION

Note: Effective January 1, 2016, RSA 91-A, the Right to Know Law was modified to provide that minutes and decisions reached in a nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless by recorded vote of 2/3 of the members present **taken in public session**, it is determined that circumstances to withhold the information exist.

Director Loughlin:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its November 16, 2017 meeting related to:

1. Acquisition, sale or lease of property;

would, if disclosed publically, a) render the proposed actions ineffective; and b) affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Executive Committee the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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