

PEASE DEVELOPMENT AUTHORITY
Thursday, January 18, 2018

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: December 14, 2017*
- III. Public Comment
- IV. Old Business
- V. Finance
 - A. Reports
 1. Operating Result for 5 Month Period Ending November 30, 2017*
 2. Nine Month Cash Flow Projections to September 30, 2018*
- VI. Licenses/ROE/Easements/Rights of Way/Options
 - A. Approvals
 1. Dept. of Defense Police Training – ROE* (Torr)
- VII. Leases
 - A. Reports
 1. One New Hampshire, LLC – Enviance, Inc.*
 2. One New Hampshire, LLC – RA2 Management Corp.*
 - B. Approvals
 1. Discovery Child Care Center, Inc. – Forbearance Agreement* (Allard)
 2. Two International Group, LLC – 100 New Hampshire Avenue Option* (Bohenko)
- VIII. Contracts/Agreements
 - A. Reports*
 1. Daystar, Inc. – SQL Server Upgrade
 2. Dell, Inc. – Computer Purchase
 - B. Approvals
 1. Seasonal Event Tent at Golf Course at Pease* (Lamson)
 2. Fishnet Media, LLC – Web Page* (Preston)
 3. USDA/Wildlife Service – Cooperative Services Agreement* (Loughlin)
 4. Clubhouse and Dining Room Enhancements at Pease Golf Course* (Bohenko)

IX. 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* (Loughlin)
2. Wetland Permit Application* (Lamson)

X. Division of Ports and Harbors

A. Reports

1. Port Advisory Council*
2. Commercial Mooring Permit Transfers*

B. Approvals

1. HEG Hanscom, LLC – ROE* (Preston)
2. Jenkins Fuels, Inc. – ROE* (Torr)
3. Granite State Whale Watch, Inc. – ROE* (Allard)
4. Appledore Marine Engineering, LLC – Contract Change Order* (Lamson)
5. Appledore Marine Engineering, LLC – Implementation of Vessel Service Power Replacement at PFP* (Bohenko)

XI. New Business

XII. Upcoming Meetings

Board of Directors

Thursday, March 15, 2018

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

XIII. Directors' Comments


XIV. Non-Public Session* (Loughlin)

- | |
|--|
| <ol style="list-style-type: none">1. Leasing2. Litigation3. Security |
|--|

XV. Vote of Confidentiality* (Allard)

XVI. Adjournment

XVII. Press Questions

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

**PEASE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS
MINUTES**

**Thursday, December 14, 2017
ANNUAL MEETING**

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

Chairman Smith called the meeting to order at 9:04 a.m. in the Board conference room at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire.

II. Acceptance of Minutes: November 16, 2017

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby accept the Minutes of the November 16, 2017 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Employee Recognitions

David Mullen, Pease Development Authority (“PDA”) Executive Director, and Tanya Coppeta, PDA Employee Relations Manager, recognized the following PDA employees for their years of service:

25 Years:

Lynn Hinchee, Deputy Executive Director and General Counsel
Dane Kirkwood, Facilities
Robin Page, Administrative Assistant

Each was awarded a certificate of service and \$250

20 Years:

Timothy Riese, PGA Professional

Tim was awarded a certificate of service, \$100 and his name will be engraved on the PDA plaque for long term employees

15 Years:

Beth Demaine, Administrative Assistant
Tony Gradi, Assistant Electrician
Liz LaCava, Administrative Assistant

Each were awarded a certificate of service and \$50

10 Years:

Irv Canner, Finance Director
Susan Coleman, Payroll Accountant
Wayne Merritt, Ops Specialist

Each were awarded a clock.

IV. Public Comments

There were no public comments.

V. Old Business

There was no old business.

VI. FAA Training – Grant Assurances

Jorge E. Panteli, ANE Compliance and Land Use Specialist for the FAA, provided training on the FAA Grant Assurances (“GA”), discussing compliance with the 39 Assurances that are included with the FAA Grant Applications, Sponsor obligations, Surplus Property Deeds, and specifically explaining GA #5 (Preserving Rights and Powers), #19 (Operation and Maintenance), #21 (Compatible Land Use), #22 (Economic Nondiscrimination), #23 (Exclusive Rights), #24 (Fee and Rental Structure), #25 (Airport Revenues) and #29 (Airport Layout Plan) which are the most common obligations. *Note: Director Bohenko stepped out of the room at 9:30 a.m. and returned at 9:34 a.m.*

VII. Finance Committee Report

A. Financial Reports

1. Operating Results for Four Month Period Ending October 31, 2017

Irving Canner, PDA Director of Finance, reported on the status of PDA FY18 operating results for the four month period ending October 31, 2017. Revenues are up 2.1% and operating costs slightly below budget at 2.4%. There is a positive trend in the revenues with fees revenues from golf fees, golf memberships, etc., resulting in \$97,000 above budget at this point. Fuel sales are above budget driven by Hampton Harbor. The target operating budget for the year is \$14.3 million. Operating expenses of personnel services and benefits reflect an increase due to overtime stemming from the number of enplanements we have had as well as activity at the waterfront. The current staffing is 114 people as of the end of the October. The organization chart is current and does show the fulfillment of our last open position we had at Airport Operations. Lynn Hinchee, PDA Deputy Executive Director and General Counsel, noted that as of December 1, 2017, Mark Gardner, PDA Deputy General Counsel, has gone to part-time status which will be reflected in next month’s chart.

In response to Director Lamson’s question about the deficit of \$1.6 million since taking on Skyhaven Airport (“DAW”), Mr. Canner reported that such deficit represents not only operating results of DAW, but capital expenditures less grant monies received, and the repayment of \$100,000 in debt. This net operating deficit from DAW has been absorbed by the PDA primarily through the net operating income from the Tradeport.

Mr. Canner reviewed the Balance Sheet, discussing cash balances and the breakdown between restricted and unrestricted funds. The overall cash balances since June 30th are up to approximately \$6.3 million which represents a \$2.3 million increase from June 30, 2017. That figure focuses on the net operating figure (cash revenues minus expenses from income statement) which was about \$1.9 million. That amount is used to absorb capital expenditures which YTD is about \$650,000. The changes in accounts receivable went from \$1.3 million to \$500,000. The accounts payable went up for this period. As PDA looks forward over the next nine months, we have significant payments which will be made from PDA cash flow. The Construction in Process (“CIP”) was about \$650,000 for the first four months of FY 18 primarily driven by DAW as we look to the taxiway project being completed for \$300,000 and the obstruction renovation project at Portsmouth International Airport at Pease (“PSM”) for \$258,000.

Mr. Canner discussed the Revolving Line of Credit (“RLC”) and reported that we have not had to use any funds from it so far this fiscal year. There is an annual payment in January to the City of Portsmouth of \$116,000. The total net position of unrestricted funds for FY2017 was a negative balance of \$352,000 that is now turned around to a positive balance of \$464,000.

Mr. Canner discussed the individual business units. At end of October 2017, PSM had over 91,000 enplanements. DAW fuel sales are flat in gallons sold to date. The Tradeport had operating income of \$2.9 million which is where the money comes from to absorb DAW operating losses and PSM operating losses. Golf Course operations show that the operating revenues are up 12% and operating expenses are in line with the budget and is contributing about \$550,000 to the net income pool. The fee revenues come from member play and non-member play. The Golf Course has exceeded 53,000 rounds of play, which is slightly less than last year. Bar and Grill sales to date are \$741,000 about 13% ahead of October 2016. The Division of Ports and Harbors (“DPH”) are generally in line with the budget. DPH is \$34,000 ahead of operating revenues while operating expenses are \$10,000 above budget. DPH saw \$90,000 in net operating income. Under restricted funds, the Foreign Trade Zone had expenses not normally seen but \$30,000 was previously approved by the Board and YTD DPH has spent \$9,000 in October and have spent \$26,000 to date.

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

Mr. Canner reviewed PDA cash flow projections for the nine month period ending August 31, 2018, including sources of funds for grant funded and non-grant funded projects. The cash flow figure starting December 1, 2017 is approximately \$5.3 million and is projected to be \$5.2 million at August 31, 2018. We will dip down in January to under \$2 million in cash due to some significant capital expenditures in December and January, plus we have our property taxes due to the City of Portsmouth for \$1.3 million. We will start to rebuild our cash balances after these are paid. The outstanding debt to the City of Portsmouth is \$233,000 by the end of August. This debt has an interest rate of 4.5% and matures in 2020.

The capital expenditures grant related activity shows projects such as the Air National Guard taxiway with the first payment of over \$1 million paid this month, the construction mitigation projects and the terminal expansion study and design projects for \$600,000. At DAW, the taxiway paving project is finishing up as well as the purchase in April of a rotary plow for \$500,000. The non-grant related activity totaling \$670,000 include the completion of the Golf Course at Pease (“Golf Course”) bridge replacement project for \$190,000, the purchase of a sidewalk snow plow for PSM for \$105,000.

The credit facility with Provident Bank is a \$5 million facility expiring December 31, 2018. The current rate on the one-month FHL floating interest rate is 4.01% which is close to a 30% increase from where interest rates were last year at this time.

Mr. Canner discussed the cash flow for the DPH. The opening balance is \$735,000 and the closing balance for this period is \$470,000. The spike in January and February are related to the mooring permit fees that are collected. The Granite State Minerals contract is in effect. This replaced the State of Maine bridge project.

The Revolving Loan Fund (“RLF”) is one of our restricted funds and the cash balance at the end of December dropping down to \$28,000. The RLF has over \$1.1 million in it associated with loans and cash. There was a distribution this month of \$112,000 for the building of a new boat. We are pretty much maxed out with the RLF.

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

A. Reports

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of License Agreements,” Mr. Mullen reported on the following:

1. Equine Architectural Products, Inc.

Mr. Mullen reported that Equine Architectural Products, Inc. was granted a Right of Entry for the period of November 27, 2017 through February 28, 2018 for the purpose of conducting the storage of plastic cable spools, related equipment and supplies on a portion of the former bulk fuel storage area of 119 Arboretum Drive.

B. Approvals

1. AMEC Foster Wheeler Environment & Infrastructure, Inc. – ROE

Director Preston moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of and consents to extend the Right of Entry (“ROE”) with AMEC Foster Wheeler Environment & Infrastructure, Inc. for the purpose of utilizing 3,200 square feet within the premises at 35 Airline Avenue for storing well testing equipment and associated materials. The extension is effective from December 1, 2017 through May 31, 2018; all on substantially the same terms and conditions as set forth in the Extension of Right of Entry dated November 17, 2017, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Port City Air, Inc. – ROE

Director Torr moved and Director Preston seconded that **The Pease Development Authority Board of Directors hereby approves of and consents to the extension of the Right of Entry (“ROE”) with Port City Air, Inc. for the purpose of the storage of aircraft related ground support equipment. The extension is effective from January 1, 2018 through June 30, 2018 and may be extended an additional six (6) months subject to the approval of the Pease Development Authority Executive Director; all on substantially the same terms and conditions as set forth in the memorandum from Paul E. Brean, Airport Director, dated December 5, 2017, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

3. UNH Professional Development & Training – Wetlands Classes ROE

Director Lamson moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with UNH Professional Development & Training from January 1, 2018 through December 31, 2018, for the purpose of conducting wetland education classes on various areas on the Tradeport; on substantially the same terms and conditions set forth in the draft Right of Entry dated December 5, 2017 and attached hereto. Discussion: Director Lamson thought this was interesting and that Pease has a lot of wetlands for them to explore. Maria J. Stowell, P.E., Engineering Manager, explained that the class digs for soil samples and examines them. Disposition: Resolved by unanimous vote; motion carried.**

IX. Contracts/Agreements

A. Approvals

1. Cross Insurance and USI-New England, Inc. – PDA Insurance

Director Loughlin moved and Director Preston seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to enter into to a three (3) year insurance brokerage service agreement, (excepting workers compensation and property coverages), with Cross Insurance, Inc., and a three (3) year insurance brokerage services agreement for property coverage with USI – New England, Inc., which agreements will include two (2) one (1) year options to extend which may be exercised at the sole discretion of the Executive Director. Additionally, the Board further authorizes the Executive Director to accept and bind the insurance coverages as outlined on the schedule attached hereto, in the projected total amount of \$162,362.65 for the period of 12/31/17 through 12/31/18, in accordance with the memorandum of Mark H. Gardner dated December 7, 2017 and attached hereto. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.**

2. Fred C. Church, Inc. – PDA Workers Compensation Coverage

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to enter into to a three (3) year insurance brokerage service agreement for the provision of workers compensation coverage with Fred C. Church, Inc., which agreement will include two (2) one (1) year options to renew the agreement which may be exercised in the sole discretion of the Executive Director. Additionally, the Board further authorizes the Executive Director to accept and bind the workers compensation coverage renewal proposal from Fred C. Church, Inc. in the projected total amount of \$65,336 for the period of 12/31/17 through 12/31/18, in accordance with the memorandum of Mark H. Gardner dated December 7, 2017, and attached hereto. Discussion: Director Bohenko notes the drop in premium. Disposition: Resolved by unanimous vote; motion carried.**

3. Chadwick-Baross, Inc. – Purchase of Holder Sidewalk Tractor

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Chadwick-Baross, Inc. in a total amount not to exceed \$104,975.00 for the purchase of a Holder Sidewalk Tractor for use at the Portsmouth International Airport at Pease (“PSM”); all in accordance with the memorandum of Paul E. Brean, dated December 5, 2017, attached hereto. The funding has been allocated in the 2018 PSM Capital Expenditures Budget. Discussion: Director Bohenko notes the drop in premium. Disposition: Resolved by unanimous vote; motion carried.**

X. Executive Director’s Reports/Approvals

A. Reports

1. Elections

Mr. Mullen informed the Board that in accordance with Article III, Section 3.4 of the PDA By-Laws, the Vice Chairman and Treasurer need to be elected for 2018:

A. Vice Chairman

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

B. Treasurer

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

2. Committee Appointments

Chairman Smith appointed Directors to the following Committees:

Standing Committees

Executive Committee

Kevin Smith, Chair
Peter Loughlin, Vice Chairman
Robert Allard, Treasurer
Staff Contact: Mullen/Hinchee

Finance Committee

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

Airport Committee

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

Marketing and Economic Development Committee

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

Zoning Adjustment & Appeals Committee

Frank Torr, Chair
Peter Loughlin
Kevin Smith
Staff Contact: Hinchee/Stowell

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

Peter Loughlin, Chair
Robert Allard
Frank Torr
Kevin Smith
Staff Contact: Hinchee/Stowell

Golf Committee

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

Audit Committee

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

Transportation Management Committee

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

Port Committee

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

Legal Bill Review

Kevin Smith, Chair
Peter Loughlin
Frank Torr
Staff Contact: Hinchee

3. PDA Holiday Schedule

Chairman Smith reported that PDA employees will observe the following holidays in 2018:

New Year's Day		Monday	01/01/18
Martin Luther King/Civil Rights Day		Monday	01/15/18
Presidents' Day		Monday	02/19/18
Memorial Day	Observed	Monday	05/28/18
Independence Day		Wednesday	07/04/18
Labor Day		Monday	09/03/18
Columbus Day	Observed	Monday	10/08/18
Veteran's Day	Observed	Monday	11/12/18
Thanksgiving		Thursday	11/22/18
Day after Thanksgiving		Friday	11/23/18
Christmas Day		Tuesday	12/25/18

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

4. Golf Course Operations

Scott DeVito, PGA General Manager, reported on the activities at the Pease Golf Course. The last day to play outside was December 3, 2017. The bridge work is ongoing and we are waiting for materials to come. The bid packet for the event tent is going out today. In response to Director Bohenko's question about the simulators, Mr. DeVito said use is picking up.

5. Airport Operations

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

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

The number of enplanements this month have surpassed the total 100,000 mark. Mr. Brean stated that in 2012, the number of enplanements was less than 3,000 enplanements. PSM should see over 110,000 enplanements for 2017. PSM has seen continued growth in every facet of the airport. The FAA finished their Part 139 annual inspection, there were no suggested corrective actions. There were two major construction projects wrapped up on at the time of the inspection with over 50 contractors on and off the airport at different times and there were no hazards or safety issues.

Allegiant confirmed their summer schedule to PSM. They will run more flights to Orlando and will run flights to Punta Gorda all year. Flights to Myrtle Beach will start the first week of June. By June, Allegiant will be changing its planes from the MD80 to A320 Airbus coming through PSM. The significance is the increase in the capacity of passengers from 130 to 180 passengers per plane. This could add an additional 280 passengers per week through the terminal just on the larger sized aircraft. It is realistic to see 120,000 to 130,000 enplanements next year. There is an increase in Port City Air, Inc. ("PCA") service to the Department of Defense.

PSM got seven inches of snow this week. It was the first snow storm that Mr. Brean saw from a snow removal operational aspect. Mr. Brean complimented the maintenance staff on the snow removal and

expressed how impressed he was with the commitment of the maintenance and operations staff. Mr. Brean had always heard in the industry that PSM was renowned for its snow removal but it was nice to see it in action.

b) Skyhaven Airport

Mr. Brean reported that there was an uptick in fuel sales for October and signed a couple of T-hangar rentals.

c) Noise Line Report

There were a total of 96 noise inquiries at PSM during the month of November. There were 40 inquiries regarding rotor activities; originating from four residences: three Portsmouth residences and one Rye residence. There were 56 inquiries regarding fixed wing activities from one residence in Newmarket.

B. Approvals

1. Bills for Legal Services

Director Loughlin moved and Director Preston seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$37,551.51 for the following legal services rendered to the Pease Development Authority:**

1.	Anderson & Kreiger, LLP Through October 31, 2017 Through November 30, 2017	\$884.50 <u>\$148.50</u>	\$1,033.00
2.	Kutak Rock LLP General/Through October 31, 2017 CLF/Through November 30, 2017	\$102.50* <u>\$3,260.00</u>	\$3,362.50
3.	Sheehan Phinney Bass + Green PA Tradeport-General Through October 31, 2017 Regulatory Issues-Port Through October 31, 2017 CLF/Through October 31, 2017	\$325.00 \$5,916.00 <u>\$26,915.01</u>	<u>\$33,156.01</u>
Total			<u>\$37,551.51</u>

*The balance will be paid by the City of Portsmouth. 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

Geno Marconi, Division Director, reported that the Port Advisory Council (“PAC”) met on December 6, 2017 and that he will include the approved minutes of previous meeting for the Board’s information. Mr. Marconi discussed the designee to the PAC and that Jeff Gilbert has been named.

Mr. Marconi reported that today the Division of Motor Vehicles (“DMV”) and the Division of Ports and Harbors (“DPH”) are holding a commercial licensing and permit day, to allow commercial fishermen to renew vessel registrations and fishing licenses at the DMV offices in Dover, NH instead of having to go to Concord, NH to complete the registrations.

Mr. Marconi reported the death of Robert Condon, Harbormaster, and the death of river pilot Peter “PJ” Johnson.

Mr. Marconi reported on the status of the plans to commission the USS Manchester ceremony in the spring at the port. There are some security issues that Grant Nichols is addressing.

Mr. Marconi reported that he is finalizing the application for the FTZ project and will submit it soon. One of the requirements is to notify the County Commissioners. He has written a letter and called them to say the letter is coming. He has met with some and will arrange to meet with others.

2. Commercial Mooring Transfers

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

	<u>Permit</u>	<u>Business</u>	<u>Approval</u>
Rye Harbor Transferor: Transferee:	No. 838 Richard Anderson Mary Hauze	Commercial Fishing	11/13/17
Rye Harbor Transferor: Transferee:	No. 7281 Richard Anderson James Jones	Commercial Fishing	11/13/17

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:

3. Richardson Electrical Co., Inc. – Emergency Lighting Repair

PDA contracted with Richardson Electrical Co., Inc. for the emergency repair of lighting at the Port Authority. The expenditure of \$15,430.00 was approved by Vice-Chairman Loughlin.

XII. New Business

There was no new business.

XIII. Upcoming Meetings

Chairman Smith presented the 2018 proposed meetings schedule and asked the Directors to let him know if any revisions need to be made. Chairman Smith reported that the following meetings will be held:

Board of Directors January 18, 2018

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

XIV. Directors' Comments

In response to Director Allard's question about how much land is left for lease at the Port, Mr. Marconi stated that there is none at the moment but once the bridge project is completed, there will be approximately 2 acres available.

Director Lamson wanted to thank all the PDA Staff, particularly Dave Mullen, Lynn Hinchee and Maria Stowell, for their work on various projects and wished everyone a Happy Holiday.

XV. Adjournment

Director Allard moved and Director Torr seconded to **adjourn the Board meeting**. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. Meeting adjourned at 10:40 a.m.

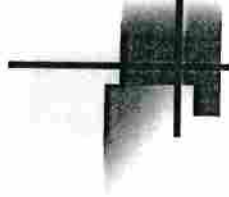
XVI. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director



FY 2018 FINANCIAL REPORT FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017



**BOARD OF DIRECTORS MEETING
JANUARY 18, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>6,818</u>	<u>6,602</u>	<u>216</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	2,715	2,555	160	6,242
BUILDINGS AND FACILITIES MAINTENANCE	617	551	66	1,353
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	497	491	6	1,153
UTILITIES <i>(PAGE #6)</i>	226	330	(104)	797
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	174	292	(118)	681
MARKETING AND PROMOTION	102	129	(27)	295
ALL OTHER <i>(PAGE #6)</i>	<u>575</u>	<u>607</u>	<u>(32)</u>	<u>1,021</u>
OPERATING INCOME	<u>4,906</u>	<u>4,955</u>	<u>(49)</u>	<u>11,542</u>
	<u>1,912</u>	<u>1,647</u>	<u>265</u>	<u>2,777</u>
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	-	5	(5)	12
DEPRECIATION	<u>2,445</u>	<u>2,628</u>	<u>183</u>	<u>6,306</u>
NET OPERATING INCOME	<u>(533)</u>	<u>(986)</u>	<u>543</u>	<u>(3,541)</u>

BUDGET VARIANCE ANALYSIS

**OPERATING REVENUES-
HIGHER BY 3.3% ...**

- 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 1.0%...**

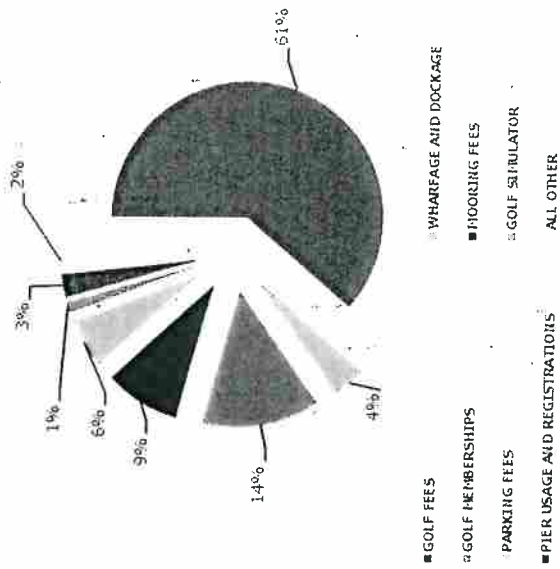
- ANTICIPATED TIMING DIFFERENCES ASSOCIATED WITH CLF RELATED LEGAL FEES
- PENSION EXPENSE IMPACTED BY INVESTMENT EARNINGS- JUNE 30, 2016 VALUATION
- TIMING DIFFERENCES IN RECEIPT OF MULTIPLE UTILITY INVOICES
- BENEFITED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED ENPLANEMENTS AND WATERFRONT ACTIVITIES.

CONSOLIDATED OPERATING REVENUES FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	4,223	4,251	(28)	9,723
FEE REVENUES (SEE PIE CHART)	1,541	1,411	130	2,860
FUEL SALES (SEE TABLE BELOW)	500	463	37	699
CONCESSION REVENUE	194	163	31	348
GOLF MERCHANDISE	129	124	5	225
ALL OTHER - NET	231	190	41	464
	6,818	6,602	216	14,319

FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET VARIANCE	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	37	46	(9)	29	40	(11)
PORTSMOUTH FISH PIER	264	271	(7)	198	219	(21)
RYE HARBOR	82	81	1	61	76	(15)
HAMPTON HARBOR	117	65	52	88	79	9
	500	463	37	376	414	(38)

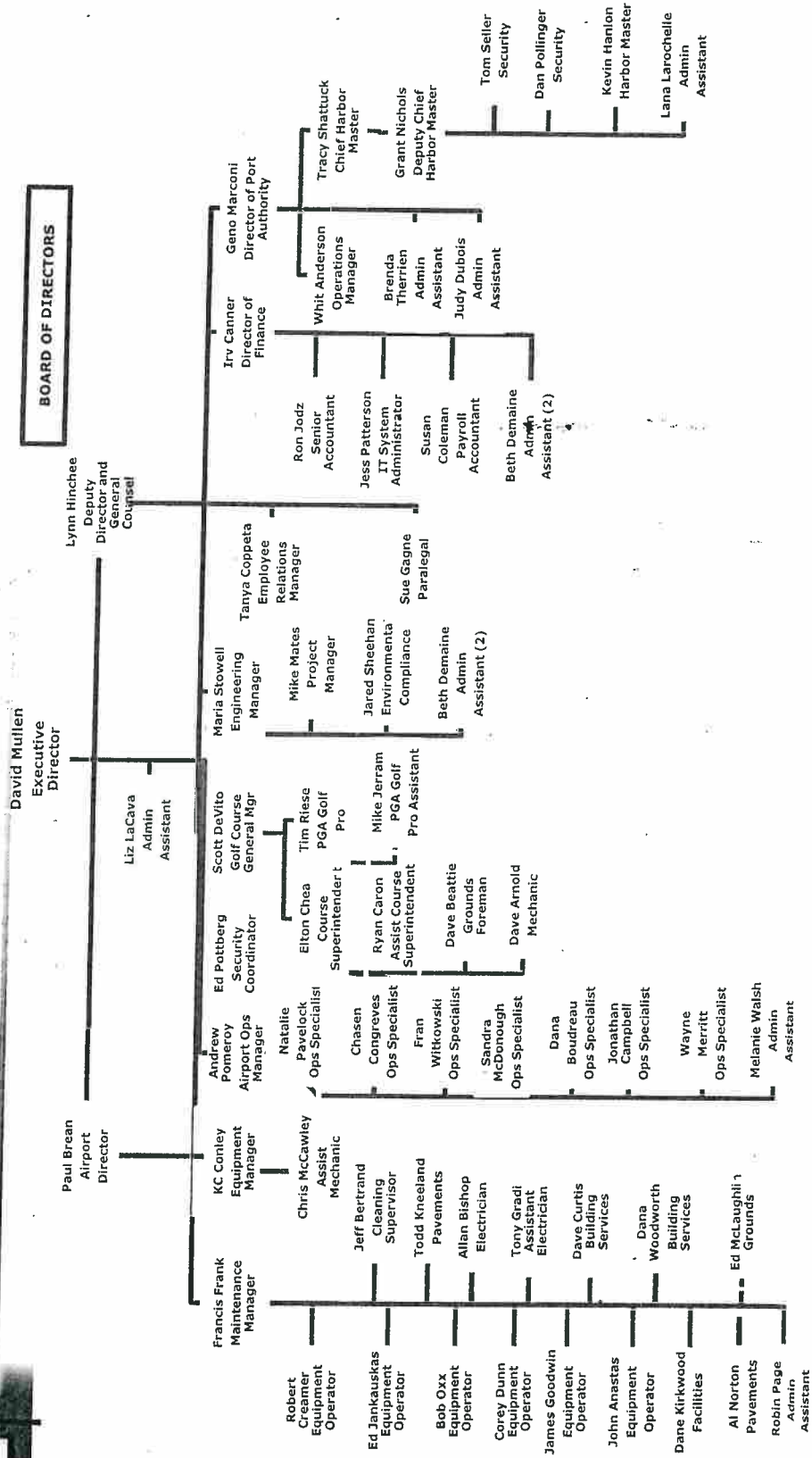
CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017

(\$ 000's)

CURRENT STAFF ANALYSIS

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	CURRENT STAFF ANALYSIS					TOTAL	
					SAL/ BEN	HR/ BEN	HR/ NON	SE	CON		
PERSONNEL SERVICES											
BENEFITED	1,658	1,568	90	3,741	1.0	1.0	-	-	-	-	2.0
NONBENEFITED	277	284	(7)	725	-	19.0	-	7.0	-	-	26.0
OVERTIME	121	52	69	198	3.0	8.0	6.0	-	-	-	17.0
ACCRUED VACATION AND SICK	(42)	-	(43)	-	-	-	-	-	-	-	-
	<u>2,013</u>	<u>-</u>	<u>109</u>	<u>4,664</u>							
FRINGE BENEFITS											
HEALTH INSUR	450	397	53	952	3.0	4.0	-	3.0	-	-	10.0
RETIREMENT	211	213	(2)	528	3.0	0.5	-	-	-	-	3.5
DENTAL INSURANCE	27	26	1	62	2.0	1.0	1.0	-	-	-	4.0
LIFE INSURANCE	14	15	(1)	36	2.0	2.5	-	-	1.0	-	5.5
	<u>702</u>	<u>651</u>	<u>51</u>	<u>1,578</u>	<u>15.0</u>	<u>45.0</u>	<u>18.0</u>	<u>18.0</u>	<u>2.0</u>	<u>2.0</u>	<u>98.0</u>
	2,715	2,555	160	6,242							

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 FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017

(\$ 000's)

<i>UTILITIES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	141	169	(28)	420
WATER	47	92	(45)	120
WASTE DISPOSAL	24	23	1	100
NATURAL GAS AND OIL	5	21	(16)	97
PROPANE	9	25	(16)	60
	<u>226</u>	<u>330</u>	<u>(104)</u>	<u>797</u>

<i>PROFESSIONAL SERVICES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
LEGAL	84	208	(124)	500
INFORMATION TECHNOLOGY	26	35	(9)	85
EXTERNAL AUDIT	48	39	9	73
ALL OTHER- NET	16	10	6	23
	<u>174</u>	<u>292</u>	<u>(118)</u>	<u>681</u>

<i>ADMINISTRATIVE AND GENERAL</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	148	147	1	357
INSURANCE	69	67	2	160
TELEPHONE / COMMUNICATIONS	43	49	(6)	68
BANK FEES	49	34	15	62
ALL OTHER-NET	188	194	(6)	506
	<u>497</u>	<u>491</u>	<u>6</u>	<u>1,153</u>

<i>ALL OTHER</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FUEL	377	414	(37)	651
COAST TROLLEY	39	50	(11)	120
GOLF MERCHANDISE	86	100	(14)	180
GOLF CART LEASE	73	43	30	70
	<u>575</u>	<u>607</u>	<u>(32)</u>	<u>1,021</u>

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017

(\$ 000's)

	YEAR TO DATE			CURRENT YEAR		FISCAL BUDGET
	ACTUAL	YEAR TO DATE BUDGET	VARIANCE	BUDGET	BUDGET	
INTEREST EXPENSE	6	6	-	16	16	16
INTEREST INCOME AND OTHER	(6)	(1)	(5)	(4)	(4)	16
	=	5	(5)	12	12	16

		YEAR TO DATE	FISCAL BUDGET
		6	16
PROVIDENT BANK	-	-	-
CITY OF PORTSMOUTH	6	6	16
TOTAL	6	6	16

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

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF NOVEMBER 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 DESIGN (SBG 04-2014)	04-25-14	333	316	265	(20)	245	-	-
PSM TERMINAL BATHROOM RENOVATIONS (AIP 56)	04-21-16	546	519	533	(27)	434	72	-
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	145	(43)	-	102	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	08-23-17	931	885	34	(2)	-	32	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	148	(7)	-	141	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	3	-	-	3	-
PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	03-21-16	392	373	353	(18)	307	28	-
DAW SNOW REMOVAL EQUIP (SBG 08-2017)	05-18-17	503	478	4	(1)	-	3	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	09-22-16	1,830	1,738	1,156	102	947	407	-
DPH UPGRADE PORT SECURITY AND SOFTWARE		59	59	9	-	-	9	-
							<u>797</u>	<u>-</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 11-30-17
PORTSMOUTH AIRPORT (PSM)					
RUNWAY 16-34 DESIGN (AIP 58)	96	49	-	49	145
SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	348	5	(353)	(348)	-
TERMINAL SEATING AND TABLES	38	6	(44)	(38)	-
TERMINAL PLANNING STUDY (AIP 61)	3	-	-	-	3
AIR NATIONAL GUARD TAXIWAY	-	73	-	73	73
TERMINAL RESTROOM RENOVATIONS (AIP 56)	-	5	(5)	-	-
OBSTRUCTION DESIGN (SBG 04-2014)	-	7	(7)	-	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	-	34	-	34	34
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	148	(148)	-	-
	<u>485</u>	<u>327</u>	<u>(557)</u>	<u>(230)</u>	<u>255</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 11-30-17
SKYHAVEN AIRPORT (DAW)					
TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	797	659	(1,456)	(797)	-
SNOW REMOVAL EQUIPMENT (SBG 08-2017)	4	-	-	-	4
LED LIGHT REPLACEMENT / POLE PAINTING	-	26	(26)	-	-
	<u>801</u>	<u>685</u>	<u>(1,482)</u>	<u>(797)</u>	<u>4</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 11-30-17
GOLF COURSE					
WELL VIABILITY STUDY	1	-	-	-	1
GOLF CART BRIDGE REPLACEMENT	-	56	-	56	56
TORO FAIRWAY MOWER	-	60	(60)	-	-
	<u>1</u>	<u>116</u>	<u>(60)</u>	<u>56</u>	<u>57</u>
ADMINISTRATION					
PAYROLL KIOSKS	-	9	(9)	-	-
COMPUTER REPLACEMENTS	-	6	(6)	-	-
	<u>1</u>	<u>15</u>	<u>(15)</u>	<u>-</u>	<u>-</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

TRADEPORT	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 11-30-17
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	8	(8)	=	=

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 11-30-17
DIVISION OF PORTS AND HARBORS (DPH)					
FASTLANE GRANT APPLICATION	11	-	-	-	11
UPGRADE PORT SECURITY AND SOFTWARE	5	4	-	4	9
PORTSMOUTH FISH PIER INSPECTION	-	20	(20)	-	-
PORTSMOUTH FISH PIER ELECTRICAL DESIGN	-	4	-	4	4
SECURITY AND FIRE ALARM MONITORING SYSTEM	-	1	(1)	-	-
ICE MACHINE COMPRESSOR	-	10	(10)	-	-
	<u>16</u>	<u>39</u>	<u>(31)</u>	<u>8</u>	<u>24</u>
TOTAL	<u>1,303</u>	<u>1,190</u>	<u>(2,153)</u>	<u>(963)</u>	<u>340</u>

LONG TERM DEBT LIABILITIES AS OF NOVEMBER 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
ACCRUED SICK LIABILITY	-	92	92
TOTAL	<u>116</u>	<u>325</u>	<u>441</u>

FISCAL YEAR	CITY OF PORTSMOUTH
2018	116
2019	116
2020	<u>117</u>
PAID IN FY 2018	-
TOTAL	<u>349</u>

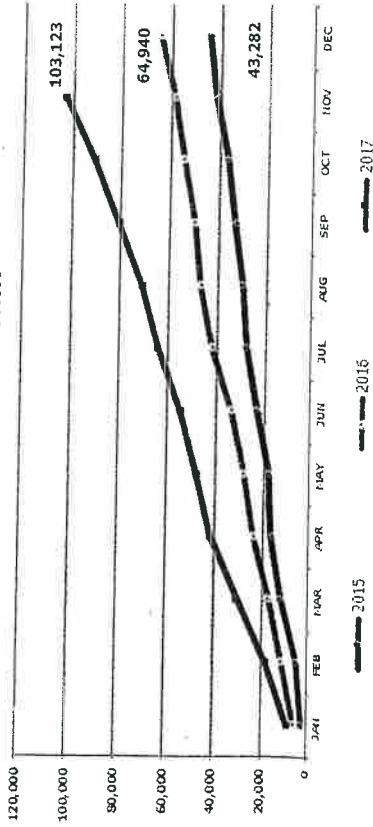
STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>373</u>	<u>362</u>	<u>11</u>	<u>1,014</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	412	390	22	959
BUILDINGS AND FACILITIES MAINTENANCE	234	387	(153)	1,156
GENERAL AND ADMINISTRATIVE	114	103	11	246
UTILITIES	99	117	(18)	322
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	7	7	-	18
ALL OTHER	-	-	-	-
OPERATING INCOME	<u>(493)</u>	<u>(642)</u>	<u>149</u>	<u>(1,687)</u>
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	1,422	1,583	(161)	3,800
NET OPERATING INCOME	<u>(1,915)</u>	<u>(2,225)</u>	<u>310</u>	<u>(5,487)</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
FACILITIES RENTAL	339	335	4	801
CONCESSION REVENUES	6	3	3	7
FEE REVENUES	19	7	12	141
ALL OTHER	9	17	(8)	65
	<u>373</u>	<u>362</u>	<u>11</u>	<u>1,014</u>

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>76</u>	<u>90</u>	<u>(14)</u>	<u>180</u>				
FACILITIES RENTAL	39	44	(5)	105				
FUEL SALES	37	46	(9)	74				
ALL OTHER	1	-	1	1				
	<u>76</u>	<u>90</u>	<u>(14)</u>	<u>180</u>				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	18	20	(2)	92				
BUILDINGS AND FACILITIES MAINTENANCE	39	27	12	82				
GENERAL AND ADMINISTRATIVE	14	16	(2)	29				
UTILITIES	6	13	(7)	31				
PROFESSIONAL SERVICES	3	2	1	5				
MARKETING AND PROMOTION	-	-	-	-				
ALL OTHER- FUEL	29	40	(11)	63				
	<u>109</u>	<u>118</u>	<u>(9)</u>	<u>302</u>				
OPERATING INCOME	(33)	(28)	(5)	(122)				
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	181	178	3	426				
NET OPERATING INCOME	(214)	(206)	(8)	(548)				
GALLONS OF FUEL SOLD								
FY 2017	1,853	10,439	16,735	\$ 4.12				
FY 2018	747	8,543	8,543	\$ 4.32				
NET CASH FLOW								
FY 2018	(33)	(685)	947	229				
FY 2017	(91)	(929)	301	(719)				
FY 2016	(53)	(193)	451	205				
FY 2009-2015	(691)	(4,477)	(100)	(1,665)				
	<u>(868)</u>	<u>(6,284)</u>	<u>(100)</u>	<u>5,302</u>	<u>(1,950)</u>			

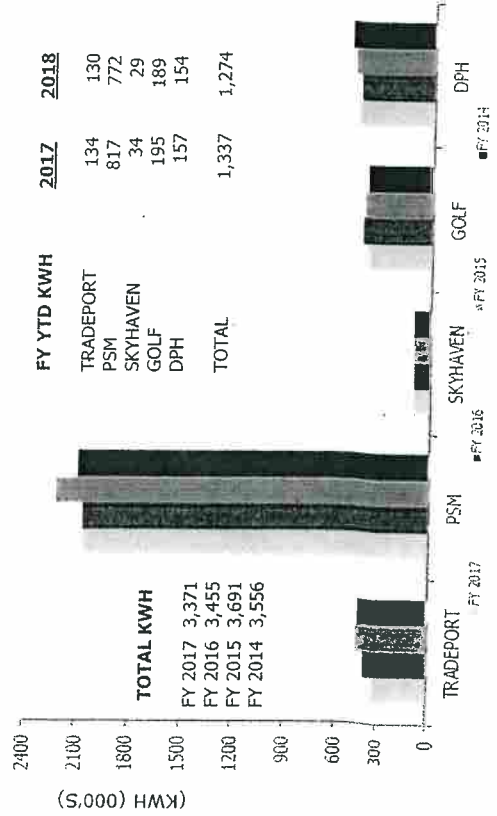
STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	3,686	3,690	(4)	8,368
RENTAL OF FACILITIES	3,558	3,587	(29)	8,121
ALL OTHER	128	103	25	247
	3,686	3,690	(4)	8,368
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	62	110	(48)	313
GENERAL AND ADMINISTRATIVE	20	19	1	46
UTILITIES	20	33	(13)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	39	50	(11)	120
	<u>141</u>	<u>212</u>	<u>(71)</u>	<u>612</u>
OPERATING INCOME	3,545	3,478	(67)	7,756
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	329	339	(10)	816
NET OPERATING INCOME	3,216	3,139	77	6,940

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
RENTAL OF FACILITIES	3,558	3,587	(29)	8,121
ALL OTHER	128	103	25	247
	3,686	3,690	(4)	8,368

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



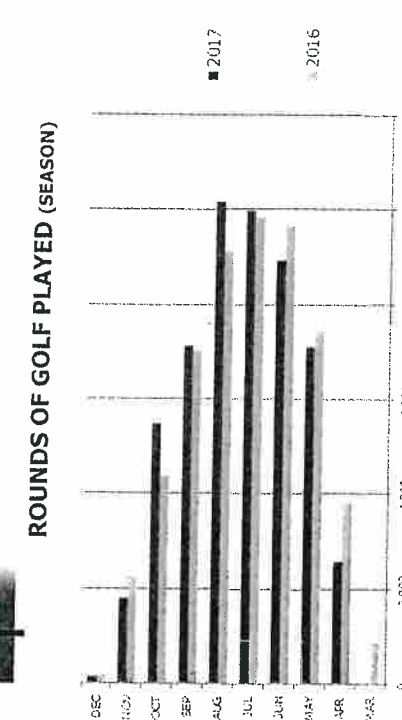
STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 30, 2017 GOLF COURSE

(\$ 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
OPERATING REVENUES	<u>1,516</u>	<u>1,364</u>	<u>152</u>	<u>2,375</u>	OPERATING REVENUES	<u>185</u>	<u>154</u>	<u>31</u>	<u>335</u>
OPERATING EXPENSES					CONCESSION REVENUES				
PERSONNEL SERVICES AND BENEFITS	435	408	27	894	FEE REVENUES				
BUILDINGS AND FACILITIES MAINTENANCE	211	173	38	320	GOLF FEES	944	866	78	1,357
GENERAL AND ADMINISTRATIVE	126	110	16	237	MEMBERSHIPS	218	198	20	320
UTILITIES	63	125	(62)	195	SIMULATOR	20	16	4	120
PROFESSIONAL SERVICES	9	7	2	17	LESSONS	<u>9</u>	<u>8</u>	<u>1</u>	<u>18</u>
MARKETING AND PROMOTION	21	31	(10)	58		<u>1,191</u>	<u>1,088</u>	<u>103</u>	<u>1,815</u>
ALL OTHER	159	142	17	250	MERCHANDISE AND OTHER	140	122	18	225
	<u>1,024</u>	<u>996</u>	<u>28</u>	<u>1,971</u>		<u>1,516</u>	<u>1,364</u>	<u>152</u>	<u>2,375</u>
OPERATING INCOME	492	368	124	404					
NONOPERATING (INCOME) AND EXPENSE					BUSINESS UNIT ANALYSIS				
DEPRECIATION	169	161	8	387	PRO SHOP	129	1,182	185	20
NET OPERATING INCOME	<u>323</u>	<u>207</u>	<u>116</u>	<u>17</u>	COURSE OPERA	102	820	78	24
					FOOD / BEV				
					SIM				
					TOTAL				

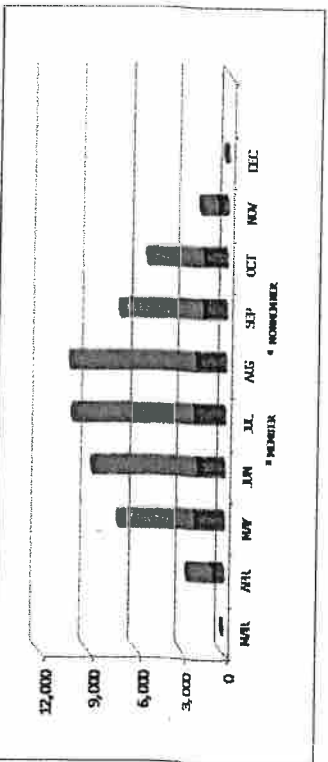
KEY GOLF COURSE BENCHMARKING DATA

GOLF SIMULATOR REVENUES		BAR AND GRILL GROSS SALES	
	FY 2017	FY 2018	FY 2018
JULY	\$ 148	\$ 253	\$ 183,674
AUGUST	64	992	191,472
SEPTEMBER	-	251	160,353
OCTOBER	3,827	3,135	122,716
NOVEMBER	12,420	14,913	88,068
DECEMBER	21,198	-	108,400
JANUARY	28,021	-	91,004
FEBRUARY	23,123	-	82,539
MARCH	25,130	-	86,387
APRIL	9,270	-	118,351
MAY	1,345	-	172,014
JUNE	253	-	204,313
	\$ 124,799	\$ 19,544	\$ 1,659,595
			\$ 839,345



	2017 YTD	2016 YTD	2016 SEASON
ROUNDS PLAYED	53,234	54,936	54,936
RAIN DAYS	52	60	60

2017 MEMBER / NONMEMBER ROUNDS (SEASON)



2017 ROUNDS- SEASON		2016 ROUNDS- SEASON	
MEMBER	14,383	MEMBER	17,327
NONMEMBER	38,851	NONMEMBER	37,609
TOTAL	53,234	TOTAL	54,936

CLUB/ COURSE FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	27,642	38,901
TOURNAMENT PLAY	134,461	127,347
LEAGUES	54,951	60,833
FOOD AND ROOM FEES	155,297	131,873

STATEMENT OF OPERATIONS FOR THE FIVE MONTH PERIOD ENDING NOVEMBER 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
OPERATING REVENUES	1,113	1,039	74	2,220	1,113	1,039	74	2,220
FACILITY RENTALS	277	281	(4)	691				
CONCESSION REVENUE	3	6	(3)	6				
FEE REVENUE								
MOORING FEES	138	135	3	325				
PARKING	86	83	3	116				
REGISTRATIONS	19	13	6	150				
WHARF / DOCK	60	58	2	214				
FUEL SALES	303	289	14	805				
ALL OTHER	463	417	46	625				
TOTAL	1,113	1,039	74	2,220	1,113	1,039	74	2,220
BUSINESS UNIT ANALYSIS								
OPERATING REVENUES	173	155	18	158	173	155	18	158
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	146	105	41	185	146	105	41	185
DEPRECIATION	296	310	(14)	741	296	310	(14)	741
NET OP INCOME	(181)	(245)	64	(641)	(181)	(245)	64	(641)

	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	1,113	1,039	74	2,220	1,113	1,039	74	2,220
FACILITY RENTALS	277	281	(4)	691				
CONCESSION REVENUE	3	6	(3)	6				
FEE REVENUE								
MOORING FEES	138	135	3	325				
PARKING	86	83	3	116				
REGISTRATIONS	19	13	6	150				
WHARF / DOCK	60	58	2	214				
FUEL SALES	303	289	14	805				
ALL OTHER	463	417	46	625				
TOTAL	1,113	1,039	74	2,220	1,113	1,039	74	2,220
BUSINESS UNIT ANALYSIS								
OPERATING REVENUES	173	155	18	158	173	155	18	158
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	146	105	41	185	146	105	41	185
DEPRECIATION	296	310	(14)	741	296	310	(14)	741
NET OP INCOME	(181)	(245)	64	(641)	(181)	(245)	64	(641)

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

HARBOR DREDGING	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET		FISCAL YEAR BUDGET
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	
OPERATING REVENUES	32	31	1	107					5
OPERATING EXPENSES									5
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	17	13	4	50					18
GENERAL AND ADMINISTRATIVE	4	-	4	-					(1)
UTILITIES	-	-	-	-					-
PROFESSIONAL SERVICES	-	-	-	-					-
MARKETING AND PROMOTION	-	-	-	-					8
ALL OTHER	-	-	-	-					-
	21	13	8	50					9
OPERATING INCOME	11	18	(7)	57					(4)
NONOPERATING (INCOME) AND EXPENSE	(1)	-	(1)	(1)					-
DEPRECIATION	28	26	2	65					-
NET OPERATING INCOME	(16)	(8)	(8)	(7)					(4)

(\$ 000's)

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

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	<u>REVOLVING LOAN FUND RECONCILIATION</u>	
REVOLVING LOAN FUND					BALANCE AT 06-30-2017	BALANCE AT 11-30-2017
OPERATING REVENUES	18	20	(2)	48		
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	111	126
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-	111	126
UTILITIES	-	-	-	-	132	132
PROFESSIONAL SERVICES	10	9	1	22	940	934
MARKETING AND PROMOTION	-	-	-	-	1,072	1,066
ALL OTHER	-	-	-	-	1,183	1,192
OPERATING INCOME	7	11	(4)	26	90.6	89.4
NONOPERATING (INCOME) AND EXPENSE	11	9	2	22		
DEPRECIATION	-	-	-	-		
NET OPERATING INCOME	7	11	(4)	26	15.6	14.4

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

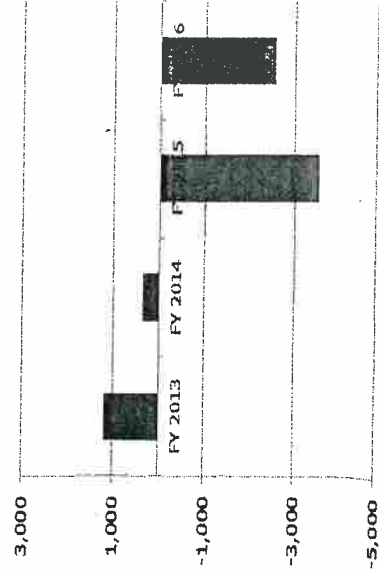
(\$ 000's)

	JUN 30 2017	NOV 30 2017	JUN 30 2017	NOV 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	3,256	5,308	1,231	2,095
ACCOUNTS RECEIVABLE- NET	1,258	1,140	888	499
OTHER ASSETS	493	337	408	122
TOTAL CURRENT ASSETS	5,007	6,785	116	116
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	-	-	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	54,127	54,128	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	316	-	-
TOTAL CAPITAL ASSETS	55,414	54,444	162	162
TOTAL ASSETS	60,421	61,229	54,178	53,596
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	1,380	1,380	148	1,357
TOTAL NET POSITION	1,380	1,380	54,326	54,953
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	4,355	4,355	4,355	4,355
OTHER LT LIABILITIES	316	316	316	307
TOTAL NONCURRENT LIABILITIES	4,671	4,671	4,671	4,662
TOTAL LIABILITIES	4,671	4,671	4,671	4,662
DEFERRED INFLOWS OF RESOURCES				
PENSION	162	162	162	162
NET POSITION	162	162	162	162
NET INVESTMENT IN CAPITAL ASSETS	54,178	54,178	54,178	53,596
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	148	148	148	1,357
TOTAL NET POSITION	54,326	54,953	54,326	54,953

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)

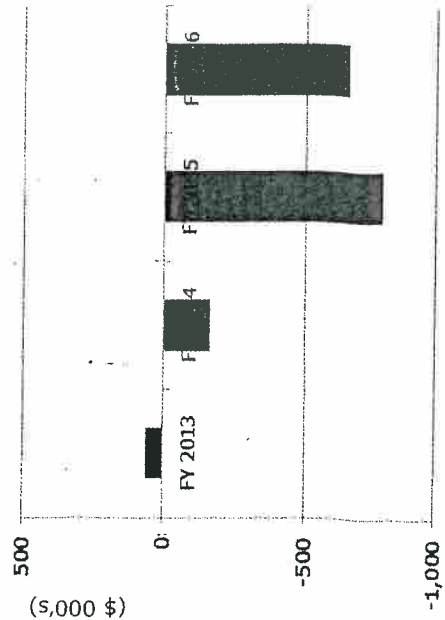
LIABILITIES	JUN 30 2017	NOV 30 2017
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	233	223
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	124
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	524	347
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
	<u>1,157</u>	<u>1,153</u>
TOTAL LIABILITIES	1,681	1,500
DEFERRED INFLOWS OF RESOURCES		
PENSION	47	47
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,588	9,296
RESTRICTED FOR: REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(500)	(386)
TOTAL NET POSITION	9,089	8,910

ASSETS	JUN 30 2017	NOV 30 2017
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	719
ACCOUNTS RECEIVABLE- NET	66	57
OTHER ASSETS	44	43
TOTAL CURRENT ASSETS	886	819
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,276
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	20
TOTAL ASSETS	9,589	9,296
	<u>10,475</u>	<u>10,115</u>
DEFERRED OUTFLOWS OF RESOURCES		
PENSION	342	342

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**



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

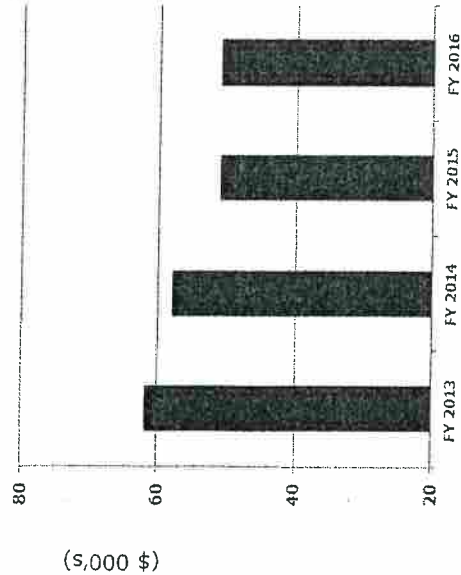
(\$ 000's)

	JUN 30 2017	NOV 30 2017	JUN 30 2017	NOV 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	47	26	47	26
ACCOUNTS RECEIVABLES- NET	-	5	-	5
TOTAL RESTRICTED ASSETS	<u>47</u>	<u>31</u>	<u>47</u>	<u>31</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>47</u>	<u>31</u>	<u>47</u>	<u>31</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	47	31	47	31
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>47</u>	<u>31</u>	<u>47</u>	<u>31</u>

DISCUSSION AND ANALYSIS

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION
AT JUNE 30**



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

(\$ 000's)

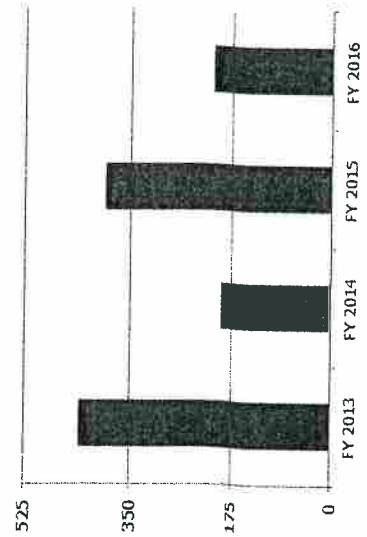
	JUN 30 2017	NOV 30 2017	JUN 30 2017	NOV 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	253	257
ACCOUNTS RECEIVABLE- NET	-	-	-	19
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	253	276
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	537	543	-	-
ACCOUNTS RECEIVABLE- NET	4	-	-	-
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>543</u>	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	668	674	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	668	655
TOTAL ASSETS	<u>668</u>	<u>674</u>	<u>921</u>	<u>931</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	288	286
TOTAL NET POSITION	<u>668</u>	<u>674</u>	<u>956</u>	<u>941</u>
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	668	674	668	655
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	1,217	-	-
HARBOR DREDGING	-	-	288	286
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>956</u>	<u>941</u>	<u>956</u>	<u>941</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

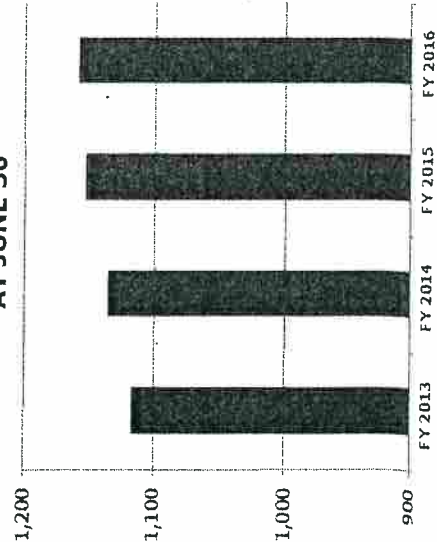
(\$ 000's)

	JUN 30 2017	NOV 30 2017	JUN 30 2017	NOV 30 2017
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	126	111	126
ACCOUNTS RECEIVABLES- NET	1,072	1,066	1,072	1,066
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,192</u>	<u>1,183</u>	<u>1,192</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,183</u>	<u>1,192</u>	<u>1,183</u>	<u>1,192</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>	<u>1</u>	<u>1</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	<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	-	1,182	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,182</u>	<u>1,190</u>	<u>1,182</u>	<u>1,190</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 SEPTEMBER 30, 2018



**BOARD OF DIRECTORS MEETING
JANUARY 18, 2018**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JANUARY 1, 2018 TO SEPTEMBER 30, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	AMOUNT
OPENING FUND BALANCE	<u>4,276</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	7,015
GRANT AWARDS (SEE PAGE #6)	5,681
GOLF COURSE FEE AND CONCESSION REVENUES	1,775
PORTSMOUTH AIRPORT	420
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	135
MUNICIPAL SERVICE FEE (COP)- NET	23
EXTERNAL BANK WORKING CAPITAL- NET	-
USES OF FUNDS	<u>15,049</u>
PERSONNEL SERVICES AND BENEFITS	4,620
OPERATING EXPENSES	3,635
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	3,091
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	1,220
LONG TERM DEBT RETIREMENT	116
NET CASH FLOW	<u>12,682</u>
CLOSING FUND BALANCE	<u>2,367</u>
	<u>6,643</u>

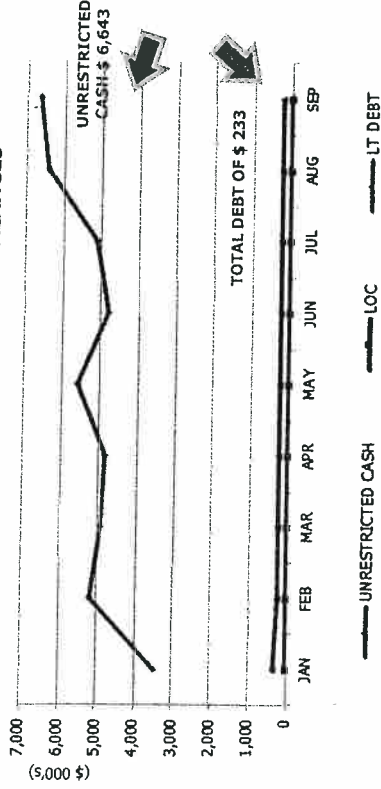
(\$ 000's)

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.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 12-31-2017	BALANCE AT 06-30-2017
PDA UNRESTRICTED	4,276	3,246
PDA DESIGNATED	11	11
TOTAL	<u>4,287</u>	<u>3,257</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>4,276</u>	<u>3,480</u>	<u>5,192</u>	<u>4,934</u>	<u>4,818</u>	<u>5,595</u>	<u>4,790</u>	<u>5,134</u>	<u>6,418</u>	<u>4,276</u>
SOURCES OF FUNDS										
TRADEPORT TENANTS	660	1,080	650	665	1,085	665	855	670	685	7,015
GRANT AWARDS (SEE PAGE #8)	2,062	1,520	278	-	228	720	-	873	-	5,681
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	375	250	2,625
GOLF COURSE	85	75	160	200	200	250	290	300	215	1,775
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	14	14	14	14	15	15	17	17	15	135
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>3,116</u>	<u>3,114</u>	<u>1,397</u>	<u>1,174</u>	<u>1,953</u>	<u>1,945</u>	<u>1,457</u>	<u>2,285</u>	<u>1,210</u>	<u>17,651</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	525	535	500	485	480	495	525	550	525	4,620
OPERATING EXPENSES	645	375	430	400	310	400	375	350	350	3,635
CAPITAL- GRANT RELATED (SEE PAGE #4)	1,202	250	685	385	231	85	93	80	80	3,091
MUNICIPAL SERVICE FEE	1,280	21	-	-	-	1,280	-	21	-	2,602
CAPITAL- NONGRANT (SEE PAGES #5-#7)	260	105	40	20	155	490	120	-	30	1,220
LONG TERM DEBT RETIREMENT	-	116	-	-	-	-	-	-	-	116
	<u>3,912</u>	<u>1,402</u>	<u>1,655</u>	<u>1,290</u>	<u>1,176</u>	<u>2,750</u>	<u>1,113</u>	<u>1,001</u>	<u>985</u>	<u>15,284</u>
NET CASH FLOW	(796)	1,712	(258)	(116)	777	(805)	344	1,284	225	2,367
CLOSING FUND BALANCE	<u>3,480</u>	<u>5,192</u>	<u>4,934</u>	<u>4,818</u>	<u>5,595</u>	<u>4,790</u>	<u>5,134</u>	<u>6,418</u>	<u>6,643</u>	<u>6,643</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY	800	50	-	-	-	-	-	-	-	850
OBSTRUCTION MITIGATION- CONSTRUCT	27	5	5	200	20	-	-	-	-	257
RUNWAY 16-34 DESIGN	100	80	80	80	80	80	80	80	80	740
TERMINAL RESTROOMS	-	5	-	-	-	-	-	-	-	5
SECURITY IDENTIFICATION SYSTEM	40	-	-	-	-	-	-	-	-	40
OBSTRUCTION- DESIGN PHASE	-	10	-	-	-	-	-	-	-	10
TERMINAL PLANNING STUDY	35	-	-	-	-	-	8	-	-	43
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	200	100	100	100	100	-	-	-	-	600
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	-	-	-	5	31	5	5	-	-	46
ROTARY PLOW **	-	-	500	-	-	-	-	-	-	500
	1,202	250	685	385	231	85	93	80	80	3,091

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES
 (CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	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

(CONTINUED):

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
TERMINAL PARKING LOT **	=	=	=	=	25	=	=	=	=	25
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	35	=	=	=	=	25	=	=	=	60
GOLF COURSE										
CLUBHOUSE RENOVATIONS	40	-	-	-	-	-	-	-	-	40
BLUE COURSE BRIDGE	50	75	40	=	=	=	=	=	=	165
	90	75	40	=	=	=	=	=	=	205

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED): (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
PAY FOR PARKING **	-	-	-	-	100	300	-	-	-	400
TERMINAL RUNWAY RELAMPING (LED) **	-	-	-	20	30	-	-	-	-	50
HVAC UNITS **	-	-	-	-	-	55	120	-	-	175
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	35	-	-	-	35
PARKING LOT POLES- LED ENERGY EFFICIENCY CONVERSION **	-	30	-	-	-	-	-	-	-	30
	=	<u>30</u>	=	<u>20</u>	<u>130</u>	<u>390</u>	<u>120</u>	=	=	<u>690</u>
MAINTENANCE										
SIDEWALK SNOW PLOW **	105	-	-	-	-	-	-	-	-	105
BUILDING INFRASTRUCTURE**	-	-	-	-	-	30	-	-	-	30
VEHICLE FLEET REPLACEMENT **	-	-	-	-	-	45	-	-	-	45
	<u>105</u>	=	=	=	=	<u>75</u>	=	=	=	<u>180</u>
TOTAL NONGRANT	<u>260</u>	<u>105</u>	<u>40</u>	<u>20</u>	<u>155</u>	<u>490</u>	<u>120</u>	=	<u>30</u>	<u>1,220</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY ALPHA	1,300	800	50	-	-	-	-	-	-	2,150
OBSTRUCTION MITIGATION- CONSTRUCT	690	-	-	-	-	245	-	-	-	935
SECURITY IDENTIFICATION SYSTEM	-	-	38	-	-	-	-	-	-	38
RUNWAY 16-34 DESIGN	-	-	190	-	228	-	-	228	-	646
TERMINAL BATHROOM RENOVATIONS	72	-	-	-	-	-	-	-	-	72
TERMINAL PLANNING STUDY	-	335	-	-	-	-	-	-	-	335
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	-	-	600	-	600
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	-	385	-	-	-	-	-	45	-	430
ROTARY FLOW **	-	-	-	-	-	475	-	-	-	475
TOTAL GRANT	<u>2,062</u>	<u>1,520</u>	<u>278</u>	-	<u>228</u>	<u>720</u>	-	<u>873</u>	-	<u>5,681</u>

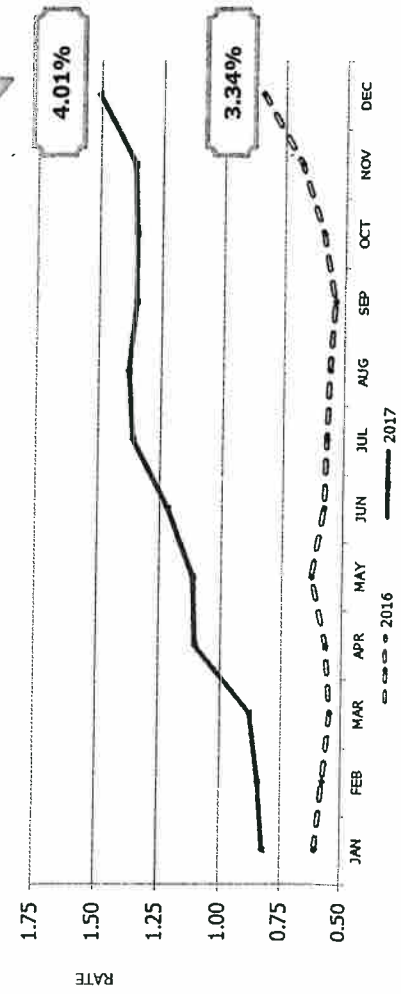
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 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 %
	12-31-2017	06-30-2017		
THE PROVIDENT BANK (RLOC)	-	-	12-31-2018	VARIABLE
CITY OF PORTSMOUTH	349	349	12-31-2020	4.50
	<u>349</u>	<u>349</u>		
WEIGHTED AVERAGE	4.50	4.50		

TRENDING THE ONE MONTH FHLB (BOSTON) INTEREST RATE



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

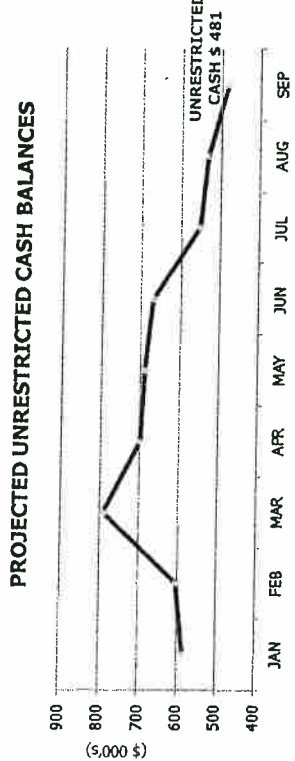
	AMOUNT
OPENING FUND BALANCE	<u>753</u>
SOURCES OF FUNDS	
FACILITY RENTALS	513
MOORING FEES	325
REGISTRATIONS / WHARFAGE	275
FUEL SALES	190
PARKING FEES AND CONCESSIONS	141
	<u>1,444</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,094
OPERATING EXPENSES	407
FUEL PROCUREMENT	185
CAPITAL EXPENDITURES	30
	<u>1,716</u>
NET CASH FLOW	<u>(272)</u>
CLOSING FUND BALANCE	<u>481</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 GRANITE STATE MINERALS IS EFFECTIVE **NOVEMBER 15, 2017**.

\$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED.



TOTAL FUND BALANCES	BALANCE AT 12-31-17	BALANCE AT 06-30-2017
UNRESTRICTED FUNDS	753	775
HARBOR DREDGING	528	538
FOREIGN TRADE ZONE	16	46
REVOLVING LOAN FUND	<u>70</u>	<u>111</u>
TOTAL	<u>1,367</u>	<u>1,470</u>

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	753	584	604	792	699	689	760	553	532	753
SOURCES OF FUNDS										
FACILITY RENTALS	55	57	57	57	57	58	57	57	58	513
CONCESSION REVENUES	-	5	-	2	2	2	-	-	-	11
MOORING FEES	-	50	200	50	25	-	-	-	-	325
REGISTRATIONS / WHARFAGE	45	25	45	40	40	25	25	15	15	275
PARKING FEES	-	-	-	-	10	30	40	40	10	130
FUEL SALES	20	20	15	15	20	25	25	25	25	190
	<u>120</u>	<u>157</u>	<u>317</u>	<u>164</u>	<u>154</u>	<u>140</u>	<u>147</u>	<u>137</u>	<u>108</u>	<u>1,444</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	190	82	80	195	85	90	195	92	85	1,094
BUILDINGS AND FACILITIES	20	10	10	15	20	15	20	15	15	140
GENERAL AND ADMINISTRATIVE	11	12	12	12	11	12	11	11	12	104
UTILITIES	18	18	17	15	13	12	13	15	12	133
PROFESSIONAL SERVICES	10	-	-	10	-	-	10	-	-	30
FUEL PROCUREMENT	30	15	10	10	25	30	15	25	25	185
CAPITAL EXPENDITURES AND OTHER	10	-	-	-	10	-	-	-	10	30
	<u>289</u>	<u>137</u>	<u>129</u>	<u>257</u>	<u>164</u>	<u>159</u>	<u>264</u>	<u>158</u>	<u>159</u>	<u>1,718</u>
NET CASH FLOW	<u>(169)</u>	<u>20</u>	<u>188</u>	<u>(93)</u>	<u>(10)</u>	<u>(19)</u>	<u>(117)</u>	<u>(21)</u>	<u>(51)</u>	<u>(272)</u>
CLOSING FUND BALANCE	584	604	792	699	689	760	553	532	481	481

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

12

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>528</u>	<u>544</u>	<u>524</u>	<u>528</u>	<u>535</u>	<u>551</u>	<u>535</u>	<u>548</u>	<u>563</u>	<u>528</u>
SOURCES OF FUNDS										
PIER USAGE FEES	12	3	2	3	15	5	10	15	5	70
REGISTRATIONS	2	2	2	2	3	2	3	2	2	20
FUEL FLOWAGE FEES	2	2	2	2	3	2	3	2	2	20
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	16	7	6	7	21	9	16	19	9	110
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	3	-	3	2	-	10
UTILITIES	-	2	-	-	2	-	-	2	-	6
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	25	-	-	-	25	-	-	25	75
NET CASH FLOW	16	(20)	4	7	16	(16)	13	15	(16)	19
CLOSING FUND BALANCE	<u>544</u>	<u>524</u>	<u>528</u>	<u>535</u>	<u>551</u>	<u>535</u>	<u>548</u>	<u>563</u>	<u>547</u>	<u>547</u>

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

(\$ 000's)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OPENING FUND BALANCE	<u>70</u>	<u>154</u>	<u>134</u>	<u>148</u>	<u>165</u>	<u>182</u>	<u>200</u>	<u>218</u>	<u>236</u>	<u>70</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	83	14	14	14	14	15	15	15	14	198
INTEREST INCOME-LOANS	5	4	4	5	5	5	5	5	4	42
INTEREST INCOME- FUND BALANCE	-	1	-	-	-	1	-	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	88	19	18	19	19	21	20	20	18	242
USE OF FUNDS										
NEW LOANS ISSUED	-	37	-	-	-	-	-	-	-	37
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	4	2	4	2	2	3	2	2	4	25
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	4	39	4	2	2	3	2	2	4	62
NET CASH FLOW	84	(20)	14	17	17	18	18	18	14	188
CLOSING FUND BALANCE	<u>154</u>	<u>134</u>	<u>148</u>	<u>165</u>	<u>182</u>	<u>200</u>	<u>218</u>	<u>236</u>	<u>250</u>	<u>250</u>

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Portsmouth Naval Shipyard - Department of Defense Police Training from January 1, 2018 through December 31, 2018, for the purpose of conducting, on a periodic basis, an emergency vehicle operator's training course on a portion of the North Apron; on substantially the same terms and conditions set forth in the Right of Entry dated December 19, 2017, attached hereto.

Note: Roll Call vote required

N:\RESOLVES\2018\ROEPNSY 0118.docx

December 19, 2017

Dept. of Defense Police Training
Eric Andrews, Police Instructor
Portsmouth Naval Shipyard
Bldg. 29 Sicard St.
Kittery, ME 03804

Re: Right of Entry for Use of North Apron
Pease International Tradeport, Portsmouth, NH

Dear Mr. Andrews:

This Right of Entry will authorize Department of Defense Police Training (“DODPT”) to enter upon a portion of the above referenced Premises (see Exhibit A) for the purpose of conducting, at its sole risk, an emergency vehicle operator’s training course, and for no other use without the express written consent of the Pease Development Authority (“PDA”).

This Right of Entry shall be valid from January 1, 2018 through December 31, 2018 provided the DODPT has completed the Airport Security Identification Display Area (“SIDA”) requirements as outlined in Paragraph 6. This Right of Entry shall terminate at midnight on December 31, 2018 (the “Term”).

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time; and (d) subject to the approval of the PDA Board of Directors at its next meeting to be held on January 18, 2018.

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

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

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

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

To the extent permitted by law, DODPT agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.

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

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

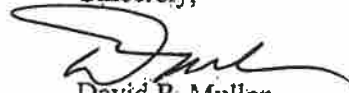
7. DODPT hereby acknowledges that vehicles transiting Flight Line Road from Gate13 and proceeding to the North Ramp shall pass through property under the control of the New Hampshire Air National Guard ("NHANG Cantonment Area"). DODPT hereby acknowledges and agrees for itself, its contractors, agents, servants and invitees that vehicle trips through the NHANG Cantonment Area shall be as limited in number as is reasonably possible, shall observe the 15 MPH speed limit, and shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

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

Dept. of Defense Police Training
Eric Andrews, Police Instructor
December 19, 2017
Page 3

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


Sincerely,


David R. Mullen,
Executive Director

DRM/smg

Agreed and accepted this 21 day of December, 2017

Dept. of Defense Police Training

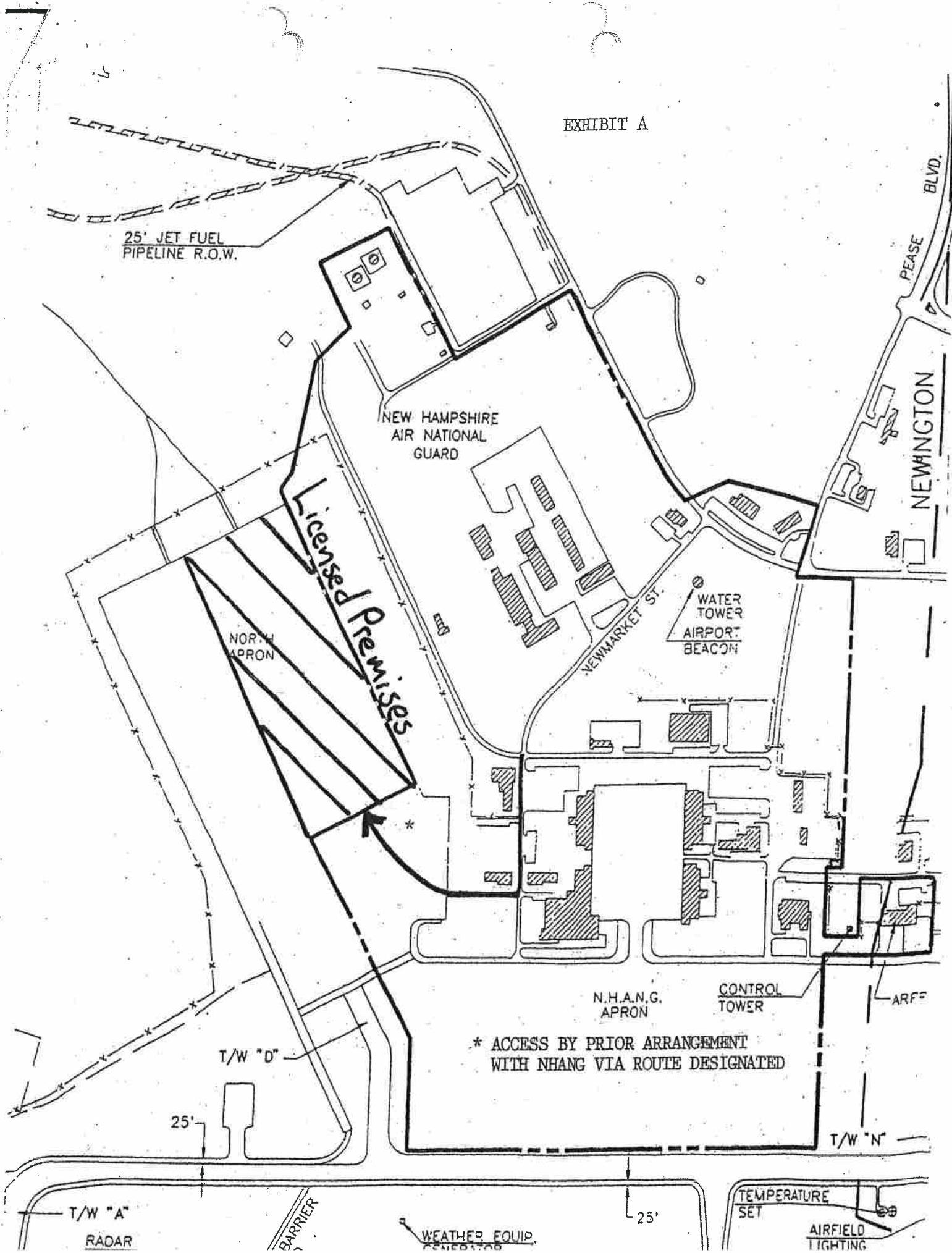
By: 
Duly Authorized Eric Andrews

cc: Paul E. Brean, Airport Director
Andrew Pomerooy Airport Operations Manager
Mark H. Gardner, Deputy General Counsel

EXHIBIT "A"

PREMISES

EXHIBIT A



25' JET FUEL PIPELINE R.O.W.

NEW HAMPSHIRE AIR NATIONAL GUARD

Licensed Premises

NOR. APRON

NEWMARKET ST.

WATER TOWER AIRPORT BEACON

PEASE BLVD.

NEWINGTON

N.H.A.N.G. APRON

CONTROL TOWER

ARFF

* ACCESS BY PRIOR ARRANGEMENT WITH NHANG VIA ROUTE DESIGNATED

T/W "D"

25'

T/W "A" RADAR

BARRIER

WEATHER EQUIP. GENERATOR

25'

TEMPERATURE SET

AIRFIELD LIGHTING

T/W "N"

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: January 18, 2018
Re: Sublease between One New Hampshire Avenue, LLC and Enviance, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between One New Hampshire Avenue, LLC ("ONH") and Enviance, Inc. ("Enviance") consisting of 4,000 square feet at 1 New Hampshire Avenue. The ONH/Enviance Sublease is for a base term of five years. Enviance will use the subleased premises for office and related use.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that:


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

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

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

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

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: January 18, 2018
Re: Sublease between One New Hampshire Avenue, LLC and RA2 Management Corp.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between One New Hampshire Avenue, LLC ("ONH") and RA2 Management Corp. ("RA2") consisting of approximately 1,242 square feet at 1 New Hampshire Avenue. The ONH/RA2 Sublease is for a base term of two years. RA2 will use the subleased premises for office and related use.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that:

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

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

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

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

P:\TWOINTL\1 New Hampshire\Board\RA2 0118.docx

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a Lease Amendment and Forbearance Agreement with Discovery Child Enrichment Center, Inc. ("DCEC") for a period of eighteen (18) months, commencing January 2018; all in accordance with the memorandum from Mark H. Gardner, Deputy General Counsel, dated January 10, 2018, and attached hereto.

Note: Roll Call vote required

N:\RESOLVES\2018\DCECForbearance 0118.docx

MEMORANDUM

To: David R. Mullen, Executive Director
From: Mark H. Gardner, Deputy General Counsel *MHG*
Re: Discovery Child Enrichment Center, Inc. – Forbearance Agreement
Date: January 10, 2018

Shelley Vetter, President of Discovery Child Enrichment Center, Inc. (“DCEC”), recently asked PDA if she could enter into a Lease Amendment and Forbearance Agreement to catch up with the payment of back rent in the amount \$26,495.71 owed for the months of September 2017 through December 2017. Shelly related that enrollment has not been up to capacity recently but expects it soon will be resulting in increased revenue. She also stated that she had to pay a large tax bill in December.

DCEC has been a long term tenant of PDA and has provided much needed child care services to both Tradeport tenants and others since 1997. Subject to Board approval, PDA staff and Shelley agreed to enter into a Lease Amendment Forbearance Agreement to be effective over an 18-month period commencing in January 2018. Monthly payments of \$1,522.01, including interest at a rate of 4.25 %, will be made in addition to Building Area Rent payments.

At the January 18, 2018 meeting of the Board, please request authority to enter into a Lease Amendment and Forbearance Agreement with Discovery Child Enrichment Center Inc. on terms and conditions set forth in the attached copy of the Agreement and this memorandum.

P:\DCEC\Board\ForebearanceBOD memo 010318.docx

LEASE AMENDMENT AND
FORBEARANCE AGREEMENT

This Lease Amendment and Forbearance Agreement (“Agreement”) is made with an effective date of January 1, 2018 by and between Discovery Child Enrichment Center, Inc., a New Hampshire corporation with a principal place of business at 30 Rye Street, Portsmouth, New Hampshire 03801 (“Lessee”) and the Pease Development Authority (“PDA” or “Lessor”), an agency of the State of New Hampshire established pursuant to New Hampshire RSA ch. 12-G (“Lessor”) (Lessor and Lessee may be referred to jointly as the “Parties”).

RECITALS

A. Reference is hereby made to a certain lease between Lessor and Lessee with an effective date of October 1, 1997 and amended from time to time (the “Lease”) for a premises in which child care services are provided all as more particularly described in the Lease (the “Premises”).

B. Lessee has requested relief from its obligation to pay Building Area Rent for the months of September, October, November and December 2017. Lessee has also requested that Lessor forbear from exercising its rights under the Lease, and Lessor is willing to so forbear provided certain modifications to the terms of the Lease are made and the Lessee’s obligations under the Lease and this Agreement are fulfilled. Lessee acknowledges that it is in default of its obligations under the Lease by virtue of its failure to pay the Building Area Rent when due, and that Lessor may, if it so elects, terminate the Lease and pursue other remedies available to it as provided in the Lease.

NOW THEREFORE, the Parties hereby modify and amend the Lease and otherwise agree as follows:

1. Ratification of Lease. Except as otherwise modified or amended by this Agreement, all of the terms of the Lease shall remain in full force and effect and are expressly ratified and confirmed

by Lessee and Lessor. All Lessee's obligations, indebtedness and liabilities to Lessor as evidenced by or otherwise arising under the Lease, except as expressly modified in this Agreement upon the terms set forth herein are, by Lessee's execution of this Agreement, ratified and confirmed in all respects by Lessee. In addition, by Lessee's execution of this Agreement, Lessee represents and warrants that no counterclaim, right of set-off or defense of any kind exists or is outstanding with respect to such obligations, indebtedness and liabilities and no claims exist against Lessor with respect to Lessor's obligations under the Lease, or otherwise.

2. Forbearance Obligations. Subject to the satisfaction of the terms and conditions set forth herein, Lessor agrees to forbear from instituting proceedings to enforce its rights and remedies under the Lease for so long as there is: (a) no event of default under the Lease (other than those events of default now existing, any existing defaults not having been waived hereunder); (b) no failure of Lessee to comply with the terms of this Agreement; and (c) no commencement of litigation or legal proceedings by Lessee against the Lessor.

Upon the termination of Lessee's forbearance obligations hereunder, Lessor shall be free in its sole and absolute discretion to proceed to enforce any or all of its rights and remedies under or in respect of the Lease and applicable law. All of Lessee's liabilities to Lessor hereunder (including, without limitation, Lessee's payment obligations and other modifications of the terms of the Lease set forth herein) shall survive the termination of Lessee's forbearance obligations hereunder.

3. Revised Building Area Rent Schedule. Commencing January 1, 2018, Lessee agrees to begin making payments on the outstanding Building Area Rent which was due on September, October, November and December 2017, plus interest at the annual rate of 4.25% in accordance with the attached payment schedule set forth in Exhibit A. Lessee may elect to pay off the entire amount plus any accrued interest at any time without penalty.

4. Expenses. Lessee agrees to pay to Lessor upon demand from time to time any and all out-of-pocket costs or expenses (including legal fees, allocable costs of PDA counsel and disbursements and reasonable consulting, accounting, appraisal and other similar professional fees and expenses) hereafter incurred or sustained by Lessor in connection with the preservation of or enforcement of any right of Lessor under this Agreement and the Lease. This Section 4 shall supplement Section 26.4 of the Lease.

5. Partial Payment Not Waiver. Any partial payment amounts made by Lessee and accepted by Lessor will not constitute a waiver of any default, waiver of demand, or waiver of any other right held by Lessor under the Lease or this Agreement. This Section 5 shall supplement ARTICLE 4 of the Lease.

6. Relief from Automatic Stay. In the event Lessee shall: (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under the Bankruptcy Code; (ii) be the subject of any order for relief issued under the Bankruptcy Code; (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act of law relating to bankruptcy, insolvency or other relief for debtors; (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator; or (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency or other relief for debtors, then, subject to court approval, Lessor shall thereupon be entitled and Lessee irrevocably consents to relief from automatic stay imposed by Section 362 of the Bankruptcy Code or otherwise, on or against the exercise of the rights and remedies otherwise available to Lessor as provided in the Lease and this Agreement and as

otherwise provided by law, and Lessee hereby irrevocably waives its rights to object to such relief. This Section 6 shall supplement ARTICLE 18 of the Lease.

7. Compliance with Lease. Lessor shall comply and continue to comply with all of the terms, covenants and provisions contained in the Lease, except as such terms, covenants and provisions are expressly modified by this Agreement.

8. No Waiver. Except as otherwise expressly provided for in this Agreement, nothing in this Agreement shall extend to or affect in any way of Lessee's obligations or any of the rights of Lessor and remedies of Lessor arising under the Lease and Lessor shall not be deemed to have waived any or all of such rights or remedies with respect to any event of default under the Lease and which upon Lessee's execution and delivery of this Agreement might otherwise exist or which might hereafter occur.

9. Release of Lessor. By execution of this Agreement, Lessee acknowledges and confirms that it does not have any offsets, defenses or claims against the Lessor or any of its officers, agents, directors or employees whether asserted or unasserted. To the extent that Lessee may have such offsets, defenses or claims, Lessee, its respective successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs, executors, as applicable, jointly and severally, release and forever discharge Lessor, its subsidiaries, affiliates, officers, directors, employees, agents, attorneys, successors and assigns, both present and former (collectively the "Lessor Affiliates") of and from any and all manner of action and actions, cause and causes of action, suits, debts, controversies, damages, judgments, executions, claims and demands whatsoever, asserted or unasserted, in law or in equity, which against the Lessor and/or Lessor Affiliates they ever had, now have or which any of the Lessee's successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs, executors, as applicable, both present and former ever had or now has, upon or by reason of any manner, cause, causes

or thing whatsoever, including, without limitation, any presently existing claim or defense whether or not presently suspected, contemplated or anticipated.

10. Voluntary Agreement. Lessee represents and warrants that it is represented by competent legal counsel of its choice, or if not so represented, has been given the opportunity to seek advice of counsel and has declined to do so, is fully aware of the terms contained in this Agreement and has voluntarily and without coercion or duress of any kind, entered into this Agreement.

11. Defined Terms. All terms used in this Agreement shall have the meaning ascribed to them as set forth herein. All terms not defined in this Agreement shall have the meaning as set forth in the Lease.

12. Entire Agreement; Binding Affect. This Agreement constitutes the entire and final agreement among the Parties and there are no agreements, understandings, warranties or representations among the parties except as set forth herein. This Agreement will inure to the benefit and bind the respective heirs, administrators, executors, representatives, successors and permitted assigns of the Parties hereto.

13. Severability. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be invalid, illegal or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible, and that such added provision will be legal, valid and enforceable.

14. Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the Parties against whom enforcement of the change, waiver, discharge or termination is sought.

Executed to be effective as of the ____ day of _____, 20__.

LESSOR:

WITNESS:

PEASE DEVELOPMENT AUTHORITY

By: _____
David R. Mullen Executive Director

LESSEE:

WITNESS:

DISCOVERY CHILD ENRICHMENT CENTER, INC.

By: Shelley Vetter, President
Shelley Vetter, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by David R. Mullen, Executive Director of the Pease Development Authority, a New Hampshire state agency, on behalf of said agency.

Notary Public/Justice of the Peace
Printed Name:
My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 15th day of December, 2017, by Shelley Vetter, President of Discovery Child Enrichment Center, Inc., a New Hampshire corporation, on behalf of said corporation.



Amber Lang
Notary Public/Justice of the Peace
Printed Name: Amber Lang
My commission expires: 03/23/2021

EXHIBIT A

**DISCOVERY CHILD ENRICHMENT CENTER, INC.
AMORTIZATION SCHEDULE FOR FORBEARANCE AGREEMENT**

<u>MONTH</u>	<u>YEAR</u>	<u>BALANCE</u> <u>OUTSTANDING</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>TOTAL</u> <u>PAYMENT</u>	<u>BALANCE</u> <u>OUTSTANDING</u>
JANUARY	2018	\$ 26,495.71	\$ 93.84	\$ 1,428.17	\$ 1,522.01	\$ 25,067.54
FEBRUARY		25,067.54	88.78	1,433.23	1,522.01	23,634.31
MARCH		23,634.31	83.70	1,438.31	1,522.01	22,196.00
APRIL		22,196.00	78.61	1,443.40	1,522.01	20,752.60
MAY		20,752.60	73.50	1,448.51	1,522.01	19,304.09
JUNE		19,304.09	68.37	1,453.64	1,522.01	17,850.45
JULY		17,850.45	63.22	1,458.79	1,522.01	16,391.66
AUGUST		16,391.66	58.05	1,463.96	1,522.01	14,927.70
SEPTEMBER		14,927.70	52.87	1,469.14	1,522.01	13,458.56
OCTOBER		13,458.56	47.67	1,474.34	1,522.01	11,984.22
NOVEMBER		11,984.22	42.44	1,479.57	1,522.01	10,504.65
DECEMBER		10,504.65	37.20	1,484.81	1,522.01	9,019.84
JANUARY	2019	9,019.84	31.95	1,490.06	1,522.01	7,529.78
FEBRUARY		7,529.78	26.67	1,495.34	1,522.01	6,034.44
MARCH		6,034.44	21.37	1,500.64	1,522.01	4,533.80
APRIL		4,533.80	16.06	1,505.95	1,522.01	3,027.85
MAY		3,027.85	10.72	1,511.29	1,522.01	1,516.56
JUNE		1,516.56	5.45	1,516.56	1,522.01	0.00
			<u>900.47</u>	<u>26,495.71</u>	<u>27,396.18</u>	

NOTE:
1. INTEREST SET AT 4.25%.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to extend the option with Two International Group, LLC for the premises located at 100 New Hampshire Avenue, effective February 1, 2018, for a period of six months at a fee of \$36,300.00; all on substantially the same terms and conditions set forth in the Option Agreement and Term Sheet, attached hereto.

N:\RESOLVES\2018\TIGOption 0118.docx

OPTION AGREEMENT AND TERM SHEET

OPTIONOR: Pease Development Authority (“PDA” or “Lessor”)
OPTIONEE: Two International Group, LLC (“Client” or “Lessee”)
PREMISES: 100 New Hampshire Avenue, Pease International Tradeport
DATE: January 18, 2018

This Option Agreement and Term Sheet (the “Agreement”), when executed, shall be effective as of February 1, 2018.

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

WHEREAS, PDA and CLIENT entered into an Option Agreement and Term Sheet effective February 1, 2017, which agreement was for a period of six (6) months and has been extended by its terms for a second period of six (6) months, and which Option Agreement and Term Sheet terminates January 31, 2018; and

WHEREAS, CLIENT has requested an additional six month period to continue to pursue its commitment to development of the Property; and

WHEREAS, PDA and CLIENT are each sometimes referred to in this Agreement as a “Party” and are sometimes collectively referred to as the “Parties.”

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

1. Option and Option Area

Following execution of this Agreement, Client shall have an exclusive right and option to lease the land (the “Option”) described generally as 100 New Hampshire Avenue and consisting of 11+/- acres as more particularly shown on the plan attached hereto and incorporated herein as Exhibit “A” (the “Option Area”), for general office use. The “Option Period” shall be a period of six

(6) months beginning the effective date first above written, for which Client shall pay PDA an option rate of **\$36,300.00** (the "Option Payment"), which payment represents an adjustment from the \$54,450 payment which would be due based on 30% of the annual base per acre formula currently being used by PDA.

2. Option Payment(s)

The first Option Payment in the amount of **\$36,300.00** for the first Option Period shall be due and payable upon execution of this Agreement.

At least sixty (60) days prior to the expiration of the Option Period, ***but not later than June 1, 2018***, Client shall provide written notice to PDA of its request to extend the Option Period for one additional six (6) month period (the "Option Extension Period"). Said notice shall be accompanied by payment of an Option Payment to PDA of \$72,600 for the Option Extension Period.

Client acknowledges that any extension of the Option Period shall require consent of the PDA Board of Directors and be further subject to a presentation to the PDA Board of Directors of a concept plan and client information sufficient to determine the likelihood of completing a Lease Agreement prior to the expiration of any extension of the Option Period. In the event the PDA Board of Directors does not consent to the Option Extension Period, the additional Option Payment for said Option Extension Period shall be returned to Client and the Option Period shall be deemed to have terminated on July 31, 2018.

3. Exercise of Option

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

Upon the valid exercise of the Option, Client and PDA shall negotiate a Lease Agreement (the "Lease") for the Option Area on terms and conditions mutually agreeable to the Parties at an initial base rent of \$16,500 per acre per year calculated on a base year of February 1, 2017 to January 31, 2018. The Lease shall be subject to Client's obligation to (i) obtain all necessary governmental approvals, including approval of the PDA Board of Directors, as may be required in connection with its exercise of the Option; (ii) an initial base term of not more than 45 years; (iii) an initial base rent of \$16,500 per acre per year and subject to annual escalation as such escalation shall be set forth in the Lease; (iv) payment of a municipal services fee in accordance with the provisions of RSA 12-G:14; and (v) shall be subject and subordinate to the Federal Grant Assurances to which PDA is subject.

Except as otherwise specifically agreed in writing by the Parties, if a Lease has not been executed or if all necessary governmental approvals required to commence construction on the Option Area, as contemplated by Client, have not been obtained within ninety (90) days of the

Option Exercise Notice, Client shall have no further rights to the Option Area and the property shall revert to PDA.

4. Access to Option Area

Subject to Sections 6 through 11 of this Option Agreement, PDA agrees to permit Client or its representative to undertake such reasonable environmental and/or geotechnical investigations of the Option Area as Client shall request in writing to PDA, provided that such rights may be exercised only: (i) during the time that this Agreement has not terminated.

5. Termination of Option

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

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

6. Client understands that the Option Area is in an Area of Special Notice ("ASN"), as identified by the U.S. Air Force, EPA and NHDES, and that any future construction plans which may be authorized under a potential Lease agreement requiring excavation are subject to Air Force approval prior to the excavation(s) being initiated. The party proposing the construction is required to have a Construction Work Plan in place and to follow the Pease Health and Safety Plan ("HASp") during all excavation activities. In addition, a Request for Construction Approval must be filed with the Air Force, through the PDA, no later than 60 days prior to the anticipated construction start date. This request must include as a minimum, a full description of the proposed construction (plans, specifications, CWP, etc.), and identify the potential for encountering contaminated soil and/or groundwater.

7. Client providing PDA, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter or summary with respect to conditions found at the Premises;

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

costs and attorney's fees arising out of Client's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

9. Client and any agent or contractor of Client providing PDA with satisfactory evidence of Commercial General Liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured as its interests may appear. Client and any agent or contractor of Client providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain (i) a provision that no act or omission of any employee, officer or agent of Client 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 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

10. Client obtaining the prior written consent of the Engineering Department of the PDA before conducting any drilling, testpitting, borings or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

11. Client's 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.

[SIGNATURE PAGE FOLLOWS]

EXECUTION

IN WITNESS WHEREOF, Lessor and Client have executed this Agreement effective as of the ____ day of _____, 2018

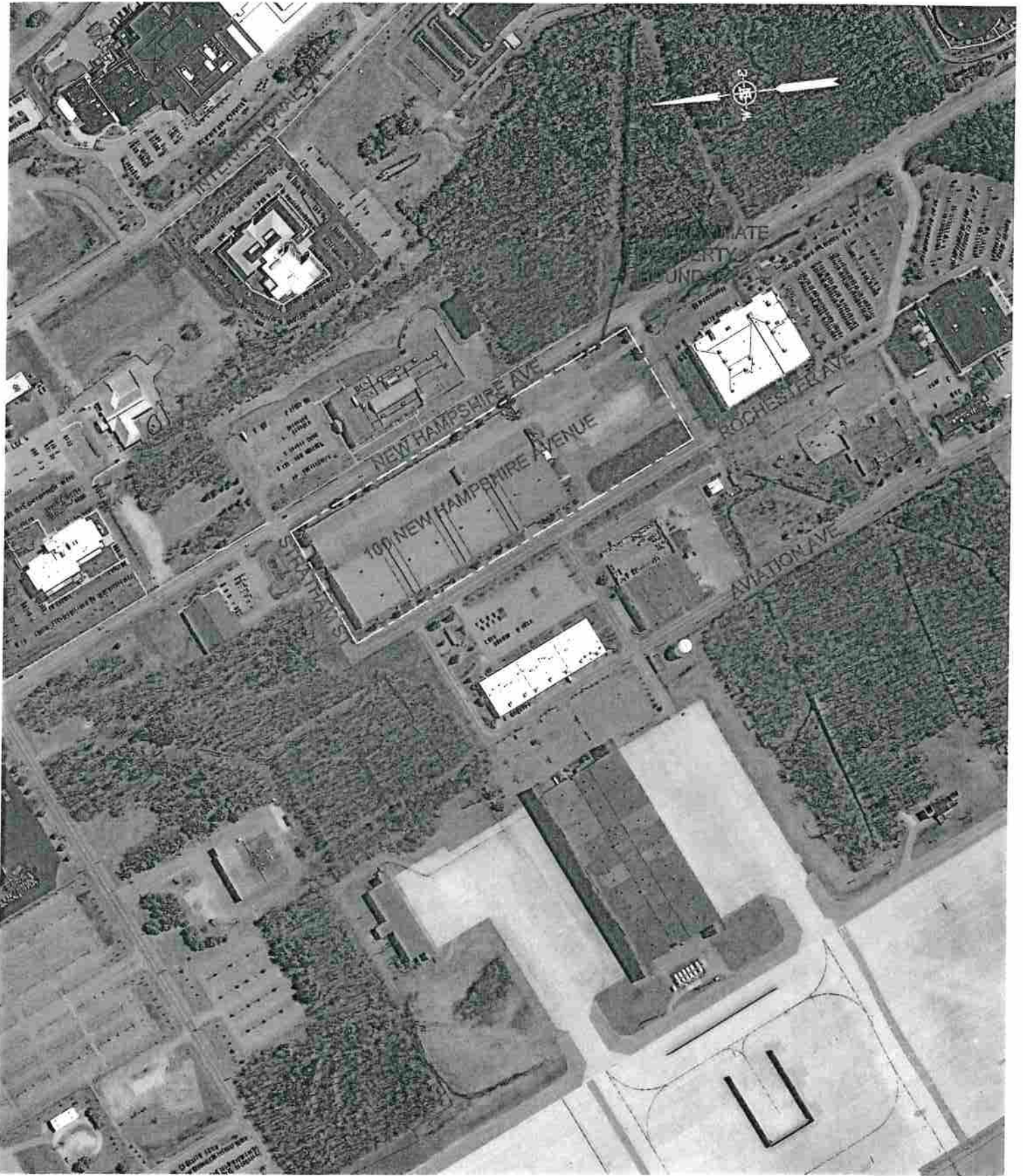
PEASE DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

TWO INTERNATIONAL GROUP, LLC

By: _____
Its: _____

EXHIBIT A
OPTION AREA



100 NEW HAMPSHIRE AVE SITE PLAN

DESIGNED BY: MRM

DATE: 6/1/15

SCALE: 1"=400'

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director 
RE: Contract Reports
DATE: January 18, 2018

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

1. Project Name: Daystar, Inc.
PDA Obligation: \$4,900.00
Board Authority: Vice-Chairman Loughlin
Summary: SQL Server Upgrade

2. Project Name: Dell, Inc.
PDA Obligation: \$9,473.40
Board Authority: Vice-Chairman Loughlin
Summary: Purchase of five computer systems



Prepared for:

Pease Development Authority

Prepared by:

Eric Bamford

New SQL VM Revised

Quote # 058968 | Version 1

Hardware

Item	Description	Price	Qty	Ext. Price
	New SQL Server VM	\$4,900.00	1	\$4,900.00
	Dell 16GB DDR3 SDRAM Memory Module - 16 GB - DDR3 SDRAM for Server C5FMV12 (spare parts)		4	
	Dell 16GB DDR3 SDRAM Memory Module - 16 GB - DDR3 SDRAM for Server C5FLV12 (spare parts)		4	
	Install Memory and Build new VM SQL Server - Using Existing 2012 SQL licensing		1	
Subtotal				\$4,900.00

New SQL VM Revised

Prepared for:

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

Prepared by:



HQ (Newington, NH)
Eric Bamford
(603) 766-5924
Fax (603) 766-5925
ebamford@daystarinc.com

Quote Information:

Quote #: 003966
Version: 1
Delivery Date: 12/08/2017
Expiration Date: 01/07/2018

Quote Summary

Description	Amount
Hardware	\$4,900.00
Total	\$4,900.00

Signature _____

Date _____



A quote for your consideration!

Total: \$9,473.40

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: 3000021047288.1	Quote date: Jan. 5, 2018	Quote expiration: Feb. 4, 2018	Deal ID: 14657030
Company name: PEASE DEVELOPMENT AUTHORITY	Customer number: 6959932	Phone: (603) 433-6088	Purchase Order: PDA201704
Sales rep information: Melissa Thorniley Melissa_Thorniley@Dell.com (800) 456-3355 Ext: 5138719	Billing Information: PEASE DEVELOPMENT AUTHORITY 55 INTL DR PORTSMOUTH NH 03801-2882 US (603) 433-6088		

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 7212	1	\$2,092.12	\$2,092.12
Dell Latitude 5580	1	\$1,436.08	\$1,436.08
OptiPlex 7050 SFF	5	\$1,057.95	\$5,289.75
Dell 22 Monitor - P2217H	5	\$131.09	\$655.45
		Subtotal:	\$9,473.40
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$9,473.40
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$9,473.40

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

MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a five-year contract with Special Events of New England, LLC, in a total amount not to exceed \$40,000.00 for the purpose of renting a Seasonal Event Tent at the Pease Golf Course; all in accordance with the memorandum of Scott D. DeVito, General Manager, dated January 3, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\GC-EventTent 0118.docx

MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager

Date: January 3, 2018

Subject: Request to enter into 5 year lease for Seasonal Event Tent

This is a request to enter into a 5 year lease for the Pease Golf Course Seasonal Event Tent with Special Events of New England, LLC (“Special Events”), 320 Rockingham Road, Auburn NH 03032. Bid documents were produced and advertised with the Manchester Union Leader and Seacoast Media Group on Thursday, December 14, and Friday December 15, 2017. Bids were received and opened on Tuesday, January 2, 2018.

PDA staff felt it would be better for projecting operating budgets to try to lock in pricing for a 5 year period. The Golf Course at Pease (“Golf Course”) was looking to obtain a 40’ x 60’ framed tent, with track-style sliding zippered walls, and LED bistro perimeter lighting. In the past, we had poled tents with clip on sides, but felt the aesthetic was not nearly as good, and the sides did not fully close up when needed.

Over the last several years, the Golf Course has been getting price quotes from companies and renting tents on an annual basis. Special Events has been the provider for the last two seasons. Special Events’ pricing has been half the price of what other companies quoted each of those two years. For this bid Special Events has extended that same pricing for the full 5 year contract.

Bids received:

- Special Event of New England, LLC - \$8,000.00 per year; \$40,000 for the 5-year period
- Exeter Rental-All, Inc. - \$18,500 per year, \$92,500 for the 5-year period

Funds for the tent will come from the Golf Course yearly operating budget, as well as from Grill 28. Grill 28 requested we upgrade the quality of the tent several years ago. Golf Course will continue to pay \$6,000.00 each year, with Grill 28 contributing \$2,000.00 each year, for entire term of the contract.

Thank you for your consideration.

MOTION

Director Preston:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Fishnet Media, LLC for \$39,250.00 for three years with two (2) one (1) year options for the purpose of web site redesign, installation, training and to provide analytics of website performance; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated January 10, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\PSM-WebPage 0118.docx

MEMORANDUM

To: David R. Mullen, Executive Director

From: Paul Brean, Airport Director *Peb*

Re: Website Re-Design

Date: January 10, 2018

In December 2017, the Pease Development Authority (“PDA”) issued a Request for Proposal (“RFP”) for the purpose of website re-design. This project will include redesigning the websites for the Pease International Tradeport, Division of Ports & Harbors, and the Portsmouth International Airport at Pease. The PDA seeks to update its existing website to reflect its reputation of a prospering business and aviation industrial community. The objective of the website re-design project is to create an approachable, informative website framework with a clean design and layout that is simple to navigate. Upon completion, the website focus will be centered on customer service and the ease of use, including simplifying content management, providing better information to our tenants and guests, and supporting the travelling public with real time information. Content will clearly identify available business opportunities and services within the PDA. The website will allow data-driven analytics to align PDA’s objectives with the user’s digital experience.

In order to achieve the objectives in the website re-design project, the scope of work, functional requirements, essential components and site development guidelines were identified in the RFP. Additionally, a proposal evaluation was referenced in the RFP that prioritized selection criteria.

Proposal Evaluation:

The PDA evaluated proposals using the following selection criteria, listed below in order of importance:

- Past work examples demonstrating user-centered design that conforms to current web standards. Specifically, XHTML & CSS 2.0 compliant. (20%)
- Proposed Services (responsiveness to Scope of Work) (20%)
- Demonstrated strength of research, analysis and testing capabilities either in-house or via external partner. Quality of reports and analytics that gauge success of website content and specific marketing campaigns. (20%)
- Proposed cost (20%)
- Organizational fit (10%)
- Staff resources to meet desired milestone delivery schedule as needed (10%)

On January 8, 2018, three qualified bids were received from Fishnet Media, LLC; MRW Connected, Inc.; and Rumbletree, Inc.

Each proposal was evaluated utilizing the prioritized selection criteria identified in the RFP. The results were:

Fishnet Media, LLC – 98
MRW Connected, Inc. – 90
Rumbletree, Inc. – 88

Proposed cost was summarized by Proposal Total, Optional Hosting Fee, and Additional Hourly Rate for services outside of the proposal. Cost proposals are identified in the table below:

	Proposal Total	Additional Hourly Rate
Fishnet Media, LLC	\$39,250.00	\$125.00
MRW Connected, Inc.	\$37,000.00	\$150.00
Rumbletree, Inc.	\$57,245.00	\$125.00

Fishnet Media, LLC (“Fishnet”) scored the highest in the evaluation with 98. Strong examples of user-centered design using XHTML and CSS 2.0 were presented. Implementation of Search Engine Optimization and development of site analytics were outlined. Proposed cost, scope of services and organizational fit were ranked high.

Fishnet presented the Pease Golf Course (“Golf Course”) website as an example of a user centric website development project. This project was conducted in 2016 and Fishnet received a MITX Award for revamping the Golf Course website. Currently, Fishnet works with PDA’s third party hosting service, point of purchase credit card vendor, and PDA’s IT Department. Through the Golf Course website project, Fishnet has proven to be a strong organizational fit with the PDA.

In view of the fact that Fishnet scored highest in a comprehensive review of the three proposals, please request Board approval to enter into a service agreement with Fishnet. The contract period will be for three years with two additional one-year options, which may be exercised at the sole discretion of the Executive Director of the PDA. This project is currently funded in the FY18 Operating Budget.

STATEMENT OF QUALIFICATIONS

Attach this statement, fully completed, to the Bid Form and submit to the Owner on the date and time for opening of bids.

All Questions must be answered and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The proposer may submit any additional information he/she desires.

1. Name of Proposer: **Fishnet Media**
 - a. Proposer is:

Corporation	()
LLC	(x)
Partnership	()
Individual	()

2. Permanent main office address:
 - a. Treasury Number (Employer's Identification No.): **20-5878433**

3. Date organized: **11/08/06**

4.
 - a. If a corporation, state incorporated:
 - b. If an LLC, state formed: **New Hampshire**

5. How many years have you been engaged in the business under your present firm or trade name? **over 11 years**

6. General character of work performed by your company. **Digital Marketing**

7. Have you ever failed to complete any work awarded to you? () Yes (X) No

Proposal Cost Summary Form - Website Design, Development and Maintenance

Project Elements	One-Time Costs	Recurring Costs	Labor	Material	Total
Information Architecture					
Site Infrastructure	\$750		\$750		\$750
Sitemap Design & Revision	\$2000		\$2000		\$2000
Content					
Content Outline	\$375		\$375		\$375
Content Development	\$5000		\$5000		\$5000
Design					
Graphic Design	\$5000		\$5000		\$5000
Template Designs	\$4,375		\$4,375		\$4,375
Style Guide	\$1,250		\$1,250		\$1,250
Photoshoot	\$2,000		\$2,000		\$2,000
Development					
CMS Interface	\$15,000		\$15,000		\$15,000
Content Import	\$1,500		\$1,500		\$1,500
Migration	\$2,000		\$2,000		\$2,000
		Proposal Total			\$39,250
Implementation & Maintenance					
Yr. 1 Hosting	Annual - \$990 (2 months free) Monthly - \$99				\$990
Yr. 1 Maintenance	\$1,200				\$1,200
On-Site Training	\$500				\$500
Yr. 2 Hosting & Maintenance	\$2,190				\$2,190
Yr. 3 Hosting & Maintenance	\$2,190				\$2,190
Yr. 4 Hosting & Maintenance	\$2,190				\$2,190
Yr. 5 Hosting & Maintenance	\$2,190				\$2,190
				Hosting Total	\$11,450
Additional Services Hourly Flat Rate	\$125				

STATEMENT OF QUALIFICATIONS

Attach this statement, fully completed, to the Bid Form and submit to the Owner on the date and time for opening of bids.

All Questions must be answered and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The proposer may submit any additional information he/she desires.

1. Name of Proposer:
 - a. Proposer is:

Corporation	<input checked="" type="checkbox"/>
LLC	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Individual	<input type="checkbox"/>

2. Permanent main office address:

116 Pleasant St., Suite 328, Easthampton, MA 01027

 - a. Treasury Number (Employer's Identification No.):

20-4248641

3. Date organized:

2005

4.
 - a. If a corporation, state incorporated: MA
 - b. If an LLC, state formed:

5. How many years have you been engaged in the business under your present firm or trade name?

13

6. General character of work performed by your company.

Website Design and Development

7. Have you ever failed to complete any work awarded to you? Yes No

BUDGET - PROJECT COSTS

Proposal Cost Summary Form – Website Design, Development and Maintenance

Project Elements	One-Time Costs	Recurring Costs	Labor	Material	Total
Information Architecture					
Site Infrastructure	\$5,000	N/A			\$5,000
Sitemap Design & Revision	included above	N/A			
		N/A			
Design					
Graphic Design	\$15,000	N/A			\$15,000
Template Designs	included above	N/A			
Development					
CMS Interface	\$15,000	N/A			\$15,000
Content Creation/Import	\$1,000	N/A			\$1,000
Migration	\$1,000	N/A			\$1,000
		Proposal Total			\$37,000
Implementation & Maintenance					
Yr. 1 Hosting	\$828				\$828
Yr. 1 Maintenance	\$1,200				\$1,200
On-Site Training	\$2,000				\$2,000
Yr. 2 Hosting & Maintenance	\$2,028				\$2,028
Yr. 3 Hosting & Maintenance	\$2,028				\$2,028
Yr. 4 Hosting & Maintenance	\$2,028				\$2,028
Yr. 5 Hosting & Maintenance	\$2,028				\$2,028
		Hosting Total			\$12,140
Additional Services Hourly Flat Rate	\$150/hour				

This proposal is considered the intellectual property of MRW, Inc. All content is intended for the recipient only, and all content is considered proprietary business information to be used only as intended. Copyright 2018 MRW. All rights reserved.



Website: <http://mrwconnected.com> Email: info@mrwconnected.com
 Office: (413) 282-1000 Address: 116 Pleasant St., #328, Easthampton, MA 01027

STATEMENT OF QUALIFICATIONS

Attach this statement, full completed, to the Bid Form and submit to the Owner on the date and time for opening of bids.

All questions must be answered and the data given must be clear and comprehensive. Where necessary, questions shall be answered on a separate attached sheets. The proposer may submit any additional information he/she desires.

1. Name of Proposer: *Rumbletree, Inc.*
 - a. Proposer is: Corporation (X)
LLC ()
Partnership ()
Individual ()

2. Permanent main office address: 216 Lafayette Road, N. Hampton, NH 03862
 - a. Treasury Number (Employer's Identification No.): 02-0442059

3. Date organized: 1990

4.
 - a. If a corporation, state incorporation: *New Hampshire*
 - b. If an LLC, state formed: *n/a*

5. How many years have you been engaged in the business under your present firm or trade name? 28

6. General character of work performed by your company: *Rumbletree is an award winning marketing and advertising agency located in seacoast New Hampshire offering graphic design, web design and development, branding, media buying, recruitment marketing, and more.*

7. Have you ever failed to complete any work awarded to you? () Yes (X) No



PROPOSAL COST SUMMARY FORM

WEBSITE DESIGN, DEVELOPEMNT AND MAINTENANCE

PROJECT ELEMENTS	ONE-TIME COSTS	RECURRING COSTS	LABOR	MATERIAL	TOTAL
Information Architecture					
Site Infrastructure	2,726				2,726
Sitemap Design, Wireframes & Revision	8,790				8,790
Design					
Graphic Design	5,495				5,495
Template Designs (14)	9,533				9,533
Development					
CMS Interface	27,316				27,316
Content Entry/Import	965				965
Migration	1,750				1,750
Implementation & Maintenance					
Year 1 Hosting		100/mo.			1,200/yr.
Year 1 Maintenance		500/qtr.			2,000/yr.
On-Site CMS Training	250				250
Year 2 Hosting & Maintenance		800/qtr.			3,200/yr.
Year 2 Hosting & Maintenance		800/qtr.			3,200/yr.
Year 2 Hosting & Maintenance		800/qtr.			3,200/yr.
Year 2 Hosting & Maintenance		800/qtr.			3,200/yr.
Third Party Plug-in Costs		300/yr.			300/yr.
Website Style Guide	420				420
Additional Services					
Hourly Flat Rate			125/hr.		

WEBSITE DESIGN & DEVELOPMENT SUBTOTAL (ONE-TIME COSTS): \$57,245

MAINTENANCE & HOSTING SUBTOTAL (RECURRING COSTS): \$3,500/YR.



MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute a contract with the United States Department of Agriculture Wildlife Service (USDA WS) from January 1, 2018 through December 31, 2018, in the amount of \$19,576.61 for the purpose of providing integrated turkey, other large bird, and animal control and monitoring services at the Airfield; all in accordance with the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated December 21, 2017, and attached hereto.


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

1. PDA has a long-standing relationship with USDA WS stemming back to the time Pease Development Authority ("PDA") was formed. As a part of that ongoing relationship, the USDA WS has maintained ongoing wildlife surveys, with data dating back to its first arrival at PDA. PDA does not want to interrupt this data stream;
2. The USDA WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management, to meet 14 CFR 139 requirements. USDA is the FAA recognized authority for such required training.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\USDAWS0314.wpd

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR 
FROM: ANDREW B. POMEROY, AIRPORT OPERATIONS MANAGER
SUBJECT: USDA/WS WILDLIFE CONTROL PROPOSAL
DATE: 12/21/2017
CC: PAUL BREAN, AIRPORT DIRECTOR

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

The PDA had entered into contract with USDA/WS for airport wildlife hazard management services. The contract expires on December 31, 2017 and it is important that these efforts continue to ensure the safety of the flying public as well as compliance with 14 CFR part 139.

The USDA has proposed a new contract through FY18 in the amount of \$19,567.61. The new contract incorporates the provisions of the long standing USDA Wildlife Services Agreement, including woodchuck control, wild turkey control, as well as large bird and mammal control to include trapping of coyotes, fox and raptors. The contract includes the use of wildlife mitigation techniques, equipment, and training of airport staff. The \$19,576.61 is a \$1,209.61 increase over last year and represents the PDA's share of the agreement, the other half having been funded by a cooperative agreement with the New Hampshire Air National Guard.

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

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

I request that you seek Board of Director's approval at their January, 2018 meeting to enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties. Any taking of wildlife will be confined within the airport perimeter fence and in compliance with Federal and State permits. The contract's effective date is January 1, 2018 and will expire December 31, 2018.

Attached is a copy of the proposed agreement.

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

ARTICLE 1

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

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and PDA mutually agree:

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

PDA: Paul Brean, Airport Manager
Pease International Tradeport
36 Airline Avenue
Portsmouth, NH 03801

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

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

ARTICLE 4

PDA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with turkeys, other large birds and as requested mammals attracted to Pease International Tradeport in Portsmouth, New Hampshire. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by PDA. PDA will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). PDA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The PDA ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the PDA authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for wildlife and migratory birds and list USDA, APHIS, Wildlife Services as sub-permittees.
9. To provide an indoor working space to complete necessary paperwork.
10. To designate airport staff to conduct bird harassment activities that will be trained by WS to apply techniques to effectively keep birds from using the AOA when WS personnel are not present at the facility.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the Pease International Tradeport as described in the Work and Financial Plans. All WS activities except monitoring will be conducted solely inside the airport perimeter fence as detailed in the Work and Financial Plans. WS could potentially conduct future non-lethal harassment activities at identified and approved sites outside the airport perimeter fence upon approval by PDA if it is determined necessary. WS will provide all resources necessary for accomplishment of the program including personnel, equipment, supplies and other support materials.
2. Designate to PDA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PDA monthly for costs incurred by APHIS WS, during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and PDA shall have the right to inspect and audit such records.
4. To provide qualified personnel to continue the conduct of control activities as outlined in the Work and Financial Plans referenced in Agreement.
5. To annually prepare a final report of activities conducted under this Agreement.
6. To help secure all necessary wildlife permits for implementation of the integrated program.
7. To wear appropriate safety equipment and follow safety guidelines that comply with APHIS-WS and Pease International Tradeport procedures.
8. To monitor bird presence at identified properties adjacent to the facility.
9. The PDA shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in

the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

10. To coordinate with PDA before responding to all media requests.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

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

ARTICLE 10

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

ARTICLE 11

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

ARTICLE 12

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

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

PDA Taxpayer Identification Number (TIN) 02-0440365

Pease Development Authority (PDA)

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

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

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

ATTACHMENT A WORK PLAN

Introduction

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

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

Purpose

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

Planned USDA, APHIS, Wildlife Services Activities

1. WS will staff the integrated harassment program one to two working days (8-9 hours) per week for up to a 7 month period (4/1/18-10/31/18). Staffing will coincide with periods of greatest concern regarding wildlife presence on the AOA and biological behaviors (flocking and movements) that pose the greatest safety concerns to air traffic. Additional wildlife coverage will be provided, as requested, as funding allows during off peak months. Scheduling (days and hours worked) will vary throughout the project to reduce bird habituation to harassment timing.
2. WS shall patrol the airport property, attempting to keep it free of turkeys and other large birds such as Canada geese, gulls, turkey vultures and crows by pyrotechnic harassment and limited shooting to reinforce the deterrent effect of non-lethal pyrotechnics. Additional wildlife hazard mitigation activities will include treating woodchuck burrows, raptor trapping, and blackbird trapping and trapping of mammals including carnivores, as need and/or requested.
3. All harassment and bird removal activities will be conducted inside the perimeter fence. Bird removal (shooting) will be conducted in accordance with strict shooting protocol and only when considered absolutely safe. Shells will be retrieved by shooter. Carcasses will be disposed of in accordance with depredation permit conditions.

4. No harassment or bird removal activities will be conducted outside the perimeter fence unless non-lethal harassment is approved by PDA at specific key locations. Non-lethal harassment is recommended at identified turkey "hot spots" located outside the perimeter fence. Should PDA provide WS authority to conduct non-lethal harassment activities at these sites in the future, they will be incorporated into the project monitoring and harassment protocol.
5. As requested by PDA, WS may remove resident mammals including; coyotes, foxes, raccoons, skunks, beaver, deer and woodchucks by harassment, shooting, snares, trapping, or the use of gas cartridges as needed during the calendar year.
6. WS will be badged or accompanied by a badged escort.
7. WS will supply all bird harassment and removal materials. WS vehicle will be properly identified in accordance with established protocols and maintain appropriate materials for proper communication with the Air Traffic Control Tower.
8. Wildlife Services will provide bird harassment training as required of Pease personnel.
9. WS will record and submit the date, general location and number of pyrotechnics, live rounds and species of birds harassed or removed.
10. All bird removal activities will be conducted in accordance with the applicable Federal or State permit. Wildlife Services will assist Pease in renewing or amending if necessary the appropriate USFWS or State depredation permit.
11. Wildlife Services may implement additional non-lethal methods that have shown promise for use in frightening or repelling large birds. Techniques may include: 1) the hand held Avian Dissuader laser, 2) strategically placed Scare Windmills, and 3) Methyl Anthranilate (artificial grape flavoring food additive) sprayed at sections along the perimeter fence.
12. Wildlife Services will provide two wildlife hazard trainings classes per year.
13. A Wildlife Services representative will be a member of and attend the quarterly wildlife working group meetings.
14. Wildlife Services will provide PDA and other interested parties a summary report including recommendations of integrated harassment activities.

Effective Dates

The cooperative agreement shall become effective on 1/1/2018, and shall expire on 12/31/2018.

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

**WILDLIFE DAMAGE MANAGEMENT ACTIVITIES CONDUCTED FROM 1/1/2018-
12/31/2018**

Personnel Costs	\$13,129.20
Vehicle Usage	\$ 1,261.76
Supplies/Equipment.....	<u>\$1,000.00</u>
Subtotal (Direct Costs)	\$15,390.96
Indirect Cost.....	\$ 1,693.01
Program Support	\$ 2,485.64
TOTAL	\$19,569.61

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

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST of \$19569.61**

Financial Point of Contact

PDA: Andrew Pomeroy (603) 433-6536

APHIS, WS: Raquel Young (603) 223-6832

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into contracts with:

Personal Nerd, LLC–WiFi System for \$9,044.94;
Tobey Design Group –Gallery, Artwork, & Pendant Lights for \$5,976.18;
Consolidated Plastics–Function Room Carpet Mats for \$4,795.00;

and for items where quotes are still being sought, the Board of Directors authorizes the Executive Director to seek proposals for and enter into agreements for:

Dining Wall & Accent Painting, Vinyl Base in an amount not to exceed \$9,500.00;
Wall Art Framed & Mounted in an amount not to exceed \$ 4,000.00;

and approves of reserving a Contingency Fee to hire an on–call electrician, if needed, in an amount not to exceed \$5,000.00;

all in accordance with the memorandum of Scott D. DeVito, General Manager, dated January 11, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\GC-Enhancements 0118.docx

MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager

Date: January 11, 2018

Subject: Request to proceed with Clubhouse and Dining Room Enhancements

This memo is a request to move forward with Phase II of the Clubhouse and dining room enhancements presented at the November Board of Directors meeting.

We have secured pricing for several of the items (see attached proposals). Those items include: the WiFi System, gallery/artwork/pendant lighting, as well as the function room carpet mats. For the dining room painting with vinyl base, and wall art items shown in the table below, we are requesting your approval to move forward with the proposed budget on a not to exceed basis based on figures presented. We are coordinating the installation of the light fixtures with PDA staff electricians. PDA electricians are also exploring the purchase of some of the light fixtures at wholesale cost through local providers. This may reduce the overall costs for the fixtures. The \$5,000.00 contingency is in place to hire an on-call electrician if in-house staff cannot be made available. No individual enhancement will exceed \$10,000.

The proposed Golf Course capital budget for the project will not exceed \$40,000.00. Once approved, we would start to order the items listed, and schedule the work for the week of March 5th. It is estimated that the Golf Course will be closed for four days to complete the work.

Item	Estimated Cost
WiFi System - Personal Nerd, LLC	\$ 9,044.94
Gallery, Artwork, & Pendant Lights - Tobey Design	\$ 5,976.18
Function Room Carpet Mats – Consolidated Plastics	\$ 4,795.00
Sub Total	\$ 21,521.12
Dining Wall & Accent Painting, Vinyl Base	\$ 9,500.00
Wall Art Framed & Mounted	\$ 4,000.00
Sub Total	\$ 13,500.00
Contingency Fee	\$5,000.00
Total not to exceed	\$ 40,000.00

Thank you for your consideration in this matter.



Personal Nerd, LLC

221 Garland Rd.
Rye, NH 03870

Phone # 603-436-6373

Fax #

info@personalnerd.com

http://www.personalnerd.com

Date

Estimate #

11/9/17

5

Name / Address

Pease Development Authority
Jessica Patterson
200 Grafton Road
Portsmouth, NH 03801

Project

Description	Qty	Rate	Total
PakEdge Cloud Wireless Controller	1	1,599.99	1,599.99
PakEdge Basic Router	1	999.99	999.99
PakEdge 24-Port PoE Switch	1	1,249.99	1,249.99
PakEdge Outdoor Wireless Access Point	2	1,699.99	3,399.98
PakEdge Wireless Access Point	1	834.99	834.99
Personal Nerd Computers/Networking Field Service Hourly Rate	8	120.00	960.00

Total

\$9,044.94



Tobey Design Group
 27 Ceres St
 Portsmouth, NH 03801

Invoice

Date	Invoice#
8/2/2017	1447

Ship to:
 Tobey Design Group
 Sidemark: Grill-28
 27 Ceres Street
 Portsmouth NH 03801

Description:	Name:	Color:	Qty:	Unit Price:	Price:
Over Bar	Bar Pendant	Bronze	7	\$286.80	\$2,007.60
Back side of waitress station	Gallery Wall Pendant	Black	4	\$216.00	\$864.00
Wall above banquette	Picture Light-Small	Oil Rubbed Bronze	5	\$372.00	\$1,860.00
Wall where mirror is now	Picture Light-Large	Oil Rubbed Bronze	2	\$480.00	\$960.00
See attached PDF					
		Subtotal			\$5,691.60
		Est Ship			\$284.58
				Total	\$5,976.18



4700 Prosper Drive, Stow, Ohio 44224 • Phone: 800-362-1000, Fax 800-858-5001

QUOTE

ATTENTION: SCOTT
PEASE GOLF COURSE

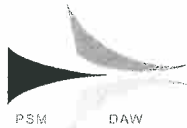
CUSTOMER #:

QUOTE #: 011118BOB
QUOTE DATE: 01/11/18

<u>PART NUMBER</u>	<u>UNIT</u>	<u>QUANTITY</u> <u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>DISC</u>	<u>EXTENDED PRICE</u>
		1	2150.00		2150.00
		10' X 43' BERBER MAT			
		2	1075.00		2150.00
		10' X 21'6" BERBER MAT			
TOTAL:					4300.00
ESTIMATED FREIGHT:					495.00

FOB: SHIPPING POINT

QUOTE GOOD FOR 30 DAYS
DELIVERY: 10 DAYS
TERMS: NET 10 DAYS



PEASE

AIRPORT

MANAGEMENT

36 Airline Ave. Portsmouth, NH 03801

603.433.6536

Memorandum

To: Paul Brean, Airport Director *Paul*
From: Sandra McDonough, Airport Community Liaison *Sm*
Date: 1/10/2018
Subj: Noise Report for December 2017

The Portsmouth International Airport at Pease received a total of 29 noise inquiries in December, 2017. There were 23 fixed wing inquiries and 6 rotor wing inquiries.

The 23 fixed wing inquiries originated from one residence in Newmarket, NH.

The six rotor wing inquiries originated from three Portsmouth residences. A Miller Avenue residence was responsible for 4 inquiries all concerning locally based Seacoast Helicopters. A Ruth Street residence inquired once concerning Seacoast Helicopters and a residence on Whitmer Avenue inquired about a non-based helicopter that came over his house located off the southeastern portion of the airfield.

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 Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$12,110.00 for the following legal services rendered to the Pease Development Authority:

1.	Kutak Rock LLP		
	CLF/Through November 30, 2017	<u>\$205.00</u>	\$205.00
2.	Sheehan Phinney Bass + Green		
	CLF/Through November 30, 2017	<u>\$11,905.00</u>	<u>\$11,905.00</u>
	Total		<u>\$12,110.00</u>

Note: Roll Call vote required.

N:\RESOLVES\Resolves\2018\Legal Services 0118.docx

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

December 6, 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. 2372201
Client Matter No. 301603-1

Invoice No. 2372201
301603-1

Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$205.00

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$10,005.00
TOTAL EXPENSES:	\$1,900.00

TOTAL THIS BILL:	\$11,905.00

BALANCE DUE:	\$11,905.00

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

AMOUNT PAID... \$ _____

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of the submission of a wetland permit by notification to the New Hampshire Department of Environmental Services to allow the City of Portsmouth to continue its work on the Corporate Drive rehabilitation project; in accordance with the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated January 9, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\FORMS\WetlandPermitAppl.docx



MEMORANDUM

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

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

Date: January 9, 2018

Subject: Wetland Permit Application

In anticipation of its project to rehabilitate portions of Corporate Drive, the City of Portsmouth has conducted exploratory work to determine the condition of the storm drain utility. During this work, a significant blockage of a downstream culvert was discovered. The culvert is located about 500 feet off Corporate Drive behind 273 Corporate, the CA Technologies building.

Removing the debris causing the blockage will require a NHDES wetland permit. City and PDA staff have agreed to work together to secure the permitting, with PDA handling the documentation and filing for the application. The permit needed is a permit by notification, a streamlined process available for minimum impact projects.

Although the work anticipated is routine maintenance, it has been our practice to notify the PDA Board and seek approval for any wetland impacts on the Tradeport. In keeping with this practice, please ask the Board to approve the submission of a wetland permit application, which will allow the City to continue its work on the Corporate Drive rehabilitation. The filing fees will be \$225.

N:\ENGINEER\Board Memos\Harvey's Lake Wtld Prmt.docx

**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS
ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, DEC 6, 2017**

PRESENT: Don Coker, Chairman
Erik Anderson, Vice-Chairperson
Roger Groux
Brad Cook
Chris Snow
Chris Holt
Geno Marconi, Director, DPH
Tracy Shattuck, Chief Harbor Master, Div. of Ports & Harbors

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:02 p.m.

2. APPROVE MINUTES

Prior to the minutes being approved, Jim Splaine wanted to mention how well Erik Anderson did chairing last month's meeting (in Don Coker's absence). Jim Splaine motioned to approve, Chris Holt seconded. No discussion. Minutes of November 8, 2017 meeting were unanimously approved by vote.

3. FINANCE REPORT

Don Coker asked Director Marconi about the position left vacant by the DRED designee and if the replacement person will be doing the analysis of the financial report. Director replied that he has not heard anything new aside from the fact that Will Arvelo was confirmed as the new Director of the Business and Economic Development by Governor & Council. With that, Don asked for volunteers to take over as a backup. No one volunteered, so Don asked Geno to touch on the report. Director indicated that the Port is operating as it should be. Don asked what they are required (by law) to do with the report. Director indicated that there are no requirements, that the report is provided for your information and if there are questions or inquiries about something concerning to bring it to our attention. Don asked that the council members start reviewing the report prior to the meetings and to bring questions forward as needed. Chris Snow asked if this is a replacement for Jeff, Don confirmed it is. Then he asked if there was another position that will be opening to replace Jim's position. Don answered, yes and explained that the Mayor is attending an orientation, Jim Splaine said the Mayor (Jack Blalock) is considering 2 candidates, the orientation is with all the city councilors and the city manager to get an idea of who wants to do what. Roger Groux said that he read through the statutes and mentioned that there is no requirement for the designee to be a city councilor, Jim said that is a good point and mentioned he has spoken to the city manager about possibly having a staff member "do this" because of the constant contact the staff member has with the city manager. Someone (missed who) mentioned that it doesn't even have to be a city employee. There was ongoing discussion regarding this topic and in the end it was decided that everyone was in agreement that the statute reads the Mayor or his designee. Nothing further regarding the financial report.

4. DIRECTOR'S REPORT

Director presented 2 new Rights of Entry for the Hampton Harbor Marine Facility. One for Gauron Kayak Rentals who bought Les Eastman's business and one for DiTucci dba Lawrence Tank for filling tankers with salt water. Director mentioned that we are trying to close out the bridge project and focus on the functional replacement (of the Barge Dock area.)

5. COMMITTEE REPORTS

Fisheries

Erik Anderson, this will be the 4th or 5th year with no shrimp fishery, but there is a program that allows one fisherman (a different person each year) in NH 30,000 lbs of shrimp per year for research purposes. The program is designed to monitor what is going on in this area to determine if they are able to allow more shrimping. Last year, the individual that had the permit did not do very well. He explained how we are at the southern end of the shrimps biological range, but with climate change and other variables and even after 4 years of closures it hasn't recovered enough to establish a fishery and still feel they need to give them (the shrimp) more time to recover. As far as ground fishing, there might be 1 boat fishing out of Hampton right now. In the past there has been a million pounds per week during pollock season and sadly there is virtually no one fishing out of Portsmouth. Lobster fishery is "off". NH state waters are maybe down by about 10% (preliminary number prior to year end totals.) In federal waters the numbers are way down, 25-35%. We hope to continue in NH with lobstering as it appears to be the only thing we have left. NH was awarded its first allocation ever for the Menhaden fishery by the Atlantic States Fisheries Marine Commission. Menhaden is the highest ranking fishery on the Atlantic seaboard right now, totaling about 215,000 metric tons per year. NH received an allocation of 2 million pounds for 2018. The Portsmouth fishing community still needs to decide how to translate this to make it a successful program.

Government

Jim Splaine, made a speech to express his appreciation for being able to serve on the council over the last 2 years. He said he's attended about 15 meetings for a total of probably 24 hours. He's learned a lot from each person on this council. He went on to describe his history with the Senate Finance Committee and how he supported bills dealing with the Port in the past. He particularly appreciated Erik's reports on the NH fishing industry, sad as it is. He said he enjoyed working with Geno and has more respect for him and his ability to handle the operations at the Port. Don affectionately told Jim that Portsmouth needed a "curmudgeon" and he has been the right kind person to fill that role, the kind of person that "stirs the pot" and helps to get things done. Don indicated he hopes to keep reading about him in the Portsmouth Herald in his new role on the police commission. Erik went on to talk about the different dimensions of Portsmouth and hopes that the new person reports back and keeps the city council apprised of the happenings of the fishing community and how big a part of Portsmouth it is. Roger added in how important "the River" is to this community and called it an "economic engine" and that the City officials need to keep looking at the broader view of the importance of this river and the services it helps to provide to the citizens of the state. Jim said that was a good point he would pass all of this along to Jack (Blalock) and the city manager in hopes to help him make a decision that will help support the Port operations. The discussion continued and ended with Don thanking Jim for his participation on the council.

Moorings

Chris Snow talked about the commercial licensing and permit renewal days at the DMV being held Dec 14, 9-3:30 and Jan 17 from 9-12:00. This is the chance to save the commercial folks a trip to Concord. DMV has mailed all of the vessel renewal applications. The commercial permit applications (moorings) were mailed out Dec 1st. All other mooring permit applications will be mailed after the first of the year. Chris spoke about a new company called Sealife (in Tilton NH), who just bought Hazelett Marine and they make elastic mooring systems. The main benefits of this product are that it keeps the boat right above the mooring and it is more environmentally friendly. Discussion ensued about the product and how it might help our mooring areas as they may allow boats to be tied closer together, hence more mooring income. More discussion regarding who actually owns the chain and block, the rules of the State, and how they pertain to the mooring requirements for chain and block. Tracy Shattuck added input regarding the elastic systems and how they are most likely using a helical anchor and, for several reasons, may not be the best choices in our unique environment. Erik asked if there is an annual requirement for a mooring inspection, Tracy said not by rule or law, but they always highly recommended that to the mooring holder.

PDA Liaison

Roger Groux, nothing further to add onto what Geno talked about. Erik wanted to thank Roger for “planting the seed on the one stop shopping” at the DMV several years ago for the commercial fishing community. Roger added that the Dover DMV office has become friendlier for the boaters and also Great Bay Marina is no longer doing registrations which actually works out better for us because the State makes more when they are able to register at the DMV rather than a private marina. Erik continued on to say it was a great accomplishment on Roger’s part and didn’t want it to go “unsaid”.

Maritime/Public Affairs

Don Coker The PMC (Piscataqua Maritime Commission) has agreed on dates for the Sea Challenge event, they are July 18-25, the Parade of Sail is 7/25, on 7/26 7/29 for Sail Portsmouth 2018 on the 30th and 31st the Oliver Hazard Perry will move to the UNH pier for R & R. Looking way out to Sail Portsmouth 2020, Tall Ships America (TSA) are talking about another race, which will be the 400th anniversary of the founding of the Plymouth Plantation. Portsmouth has been offered the opportunity to participate, berthing ½ the ships (5) here in Portsmouth and the other 1/2 in Portland. Basically, the PMC has a lot of things in the fire right now, will keep you posted. Don also mentioned a ship, the Draken, a Viking long ship replica that has expressed an interest in visiting Portsmouth. This is in the beginning stages, but the sticking point is the cost as they want \$12,000/day for 4 days. It’s 110’ ship with a 9’ draft. Roger asked about the USS Manchester commissioning and was wondering how someone could go about getting an invitation. All were given Porter Davis (Navy League) contact information.

Dredging

Chris Holt Nothing on dredging.

Recreational Piers

Brad Cook, chose to quote William Shakespeare and said “Brevity is the soul of wit.” {Fun Google search}

6. NEW BUSINESS

Question on the annual meeting, the January meeting was moved to January 3rd, do we want to make that the annual meeting in January or February? Director reminded the council there is an annual report due to the Governor which Don said consists of a cover letter and the minutes from the prior year. The monthly meetings will be moved back to the 2nd Wed of the month starting in February. Roger asked Director about the paving of the laydown area prior to the new salt ship coming, Director confirmed that they paved the bridge one day and the next day one day prior to the new salt cargo ship coming, which was Nov 18th.

7. OLD BUSINESS

No old business

8. PUBLIC COMMENT

There were no members of the public present.

8. PRESS QUESTIONS

No members of the press were present.

9. ADJOURNMENT

A motion to adjourn was made by Chris Holt and seconded by Roger. All in favor. The meeting adjourned at 7:06 P.M. The next meeting will be Wednesday January 3, 2018.



January 12, 2018

Josiah Beringer
12 River Ave
Hampton, NH 03842

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 7450, Hampton Harbor, New Hampshire

Dear Mr. Beringer:

Please be advised that through a clerical error the letter dated January 10, 2018 approving your commercial mooring transfer request (enclosed) inadvertently referred to Commercial Mooring No 7540. The correct permit number is No 7450.

This corrects the only inaccuracy and the January 10, 2018 letter is otherwise accurate.

Thank you for your attention to this matter.

Sincerely,

David R. Mullen
Executive Director

Enclosure

cc: Geno Marconi, Director PDA-DPH
Michael Sprague,
PDA Legal Dept.

January 10, 2018

Josiah Beringer
12 River Ave
Hampton, NH 03842

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 7540, Hampton Harbor, New Hampshire

Dear Mr. Beringer:

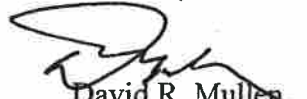
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Michael Sprague of 26 Dock Lane Salisbury, MA in connection with the sale of your commercial business.

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

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

Thank you for your attention to this matter.

Sincerely,



David R. Mullen
Executive Director

Enclosure

cc: Geno Marconi, Director PDA-DPH
Michael Sprague,
PDA Legal Dept.

PART Pda 508 TRANSFER OF MOORING PERMITS

Pda 508.01 Transfer of Commercial Use Mooring Permits.

(a) A commercial vessel owner may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business, including the vessel for which the commercial use mooring permit(s) was issued by the division, is sold or under a contract of sale, subject to:

- (1) The buyer's submitting an application for a commercial use mooring permit for the same type of business or another type of business that would qualify for a commercial use mooring permit and all applicable documentation;
- (2) Payment of the commercial use mooring permit transfer fee for transfers pursuant to Pda 508.01(a), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development authority, Division of Ports and Harbors;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(b) The owner of a water-dependent business as described in Pda 502.30(b) may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business is sold or under contract of sale, subject to:

- (1) The buyer's submitting an application for a commercial use mooring permit for a water-dependent business as described in Pda 502.30(b) and all applicable documentation;
- (2) Payment of the commercial use water dependent business mooring permit transfer fee for transfers pursuant to Pda 508.01(b), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(c) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

Deliver To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(d) If the holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse.

MOTION

Director Preston:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with HEG Hanscom, LLC from January 5, 2018 through May 31, 2020, for the purpose of fueling an oil skid tank in conjunction with operations at Market Street Marine Terminal by Morton Salt, Inc.; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated January 5, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\DPH-HEGHanscomROE 0118.docx



PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: January 5, 2018

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

From: Geno Marconi, Director 

Subject: Fuel Deliveries-HEG Hanscom LLC in association with Morton Salt, Inc. License and Operating Agreement at the Market Street Marine Terminal.

The Division of Ports and Harbors ("DPH") has received a request from Morton Salt, Inc. ("Morton's") to grant HEG Hanscom LLC, a Right of Entry to fuel an oil skid tank used in conjunction with its salt operations at the Market Street Marine Terminal.

The Division has reviewed the request and recommends that the PDA Board of Directors approve the request and grant a non-exclusive right to fuel the aforementioned equipment in accordance with the following terms and conditions:

PREMISES: Market Street Marine Terminal

PURPOSE: To fuel a skid tank, on an as needed basis, used by Morton's in conjunction with their salt operations.

TERM: January 5, 2018 through May 31, 2020

FEES: There are no fees associated with this Right of Entry

INSURANCE: Minimum insurance coverage, to include Commercial General Liability Insurance in the amount of \$1,000,000.00. Workers Compensation coverage to the statutory limits, automobile liability coverage in a minimum amount of \$1,000,000.00 and pollution liability in a minimum amount of \$1,000,000.00 to cover losses arising from fuel spills, 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 Market Street 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, with the exception of non-payment of premium, in which case a 10 days' notice will be provided.

MOTION

Director Torr:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Jenkins Fuels, Inc. through December 31, 2022, for the purpose of fueling salt handling equipment at Market Street Marine Terminal owned and operated by Granite State Mineral, Inc. dba Eastern Salt Company; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated December 20, 2017, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\DPH-JenkinsROE 0118.docx



PEASE


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 20, 2017

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

From: Geno Marconi, Director 

Subject: Fuel Deliveries-Jenkins Fuels, Inc. in association with Granite State Minerals, Inc. dba Eastern Salt Company License and Operating Agreement at the Market Street Marine Terminal.

The Division of Ports and Harbors ("DPH") has received a request from Granite State Minerals, Inc. dba Eastern Salt Company ("GSM") to grant Jenkins Fuels, Inc. ("Jenkins") a Right of Entry ("ROE") to fuel GSM's salt handling equipment used in conjunction with its salt operations at the Market Street Marine Terminal.

The Division has reviewed the request and recommends that the PDA Board of Directors approve the request and grant a non-exclusive right to fuel the aforementioned equipment in accordance with the following terms and conditions:

PREMISES: Market Street Marine Terminal

PURPOSE: To fuel salt handling equipment owned and operated by GSM in conjunction with their salt operations on an as needed basis.

TERM: December 20, 2017 through December 31, 2022

FEES: There are no fees associated with this Right of Entry

INSURANCE: Minimum insurance coverage, to include Commercial General Liability Insurance in the amount of \$1,000,000.00. Workers Compensation coverage to the statutory limits, automobile liability coverage in a minimum amount of \$1,000,000.00 and pollution liability in a minimum amount of \$1,000,000.00 to cover losses arising from fuel spills, 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 Market Street 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, with the exception of non-payment of premium, in which case a 10 days' notice will be provided.

MOTION

Director Allard:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Granite State Whale Watch, Inc. of Rye, New Hampshire, for the use of an existing building at Rye Harbor Marine Facility in Rye, New Hampshire, as a ticket sales office and for sales of bait and tackle supplies, through June 30, 2020; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated January 5, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\DPH-GSWWROE 0118.docx




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Geno J. Marconi, Director 

DATE: January 5, 2018

SUBJECT: Rye Harbor Marine Facility, Right of Entry, Granite State Whale Watch, Inc.

The Division of Ports and Harbors ("DPH") has received a request from Peter Reynolds of Granite State Whale Watch, Inc. to enter into a Right of Entry ("ROE") agreement for an existing 20' x 32' building located at the Rye Harbor Marine Facility. Granite State Whale Watch, Inc., has purchased the building and all associated items from Atlantic Fishing Fleet, Inc. formerly owned by Bradley Cook and intends to use the building as a ticket sales office for a new island tour operation and for sale of bait and tackle supplies to the fishing community.

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

PREMISES: Rye Harbor Marine Facility

PURPOSE: Sales building for tickets for island tour operation, sale of bait and tackle supplies

TERM: Upon approval through June 30, 2020

FEES: \$500.00 for January 1, 2018 through June 30, 2018 for ground rental for location of sales building. Second and Third year to be reviewed and determined prior to the start of each season (July 1 through June 30)

Parking fee of \$5.00 per car through December 31, 2018

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 Rye 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.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors ratifies and approves the expenditure of an additional \$7,767.00 from the Port Expansion Fund (“PEF”) to Appledore Marine Engineering, LLC for the purpose of providing base drawings and bid documents for Vessel Service Power Replacement at the Portsmouth Commercial Fish Pier; in accordance with the Memorandum of Geno J. Marconi, Division Director, dated January 11, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\DPH-Electric 0118.docx




PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

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

From: Geno Marconi, Director 

Date: January 11, 2018

Subject: Request increase of previously approved expenditure of \$12,793 to \$20,559.50
Portsmouth Commercial Fish Pier, Vessel Service Power Replacement

On October 19, 2017, the PDA Board of Directors approved the expenditure of \$12,793 to Appledore Marine Engineering, LLC. ("AME") for the purpose of providing the Division of Ports and Harbors ("Division") with base drawings and bid documents for Vessel Service Power Replacement at the Portsmouth Commercial Fish Pier ("PFP"). On November 21, 2017, we were notified by AME that the project needed to be modified based on a meeting with the City of Portsmouth Electrical Inspector. It was discovered that the underground conduits serving the pier were routed within 20 feet of the existing fuel dispensers, which required additional electrical engineering and site mapping, as explained in the attached proposal. On account of the urgent need to replace the electrical system and to prevent any further delays on the project, I approved the additional expenditure.

Therefore, the Division recommends that the PDA Board of Directors ratify and approve the additional expenditure of \$7,767.00 from the Harbor Dredging and Pier Maintenance Fund, appropriated for the project, to AME for the purpose of providing the Division site mapping and additional electrical services; all in accordance with the attached proposal by AME. The current balance of the Harbor Dredge and Pier Maintenance Fund is \$527,949.00.



Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

November 21, 2017

Captain Geno Marconi
Director Division of Ports and Harbors
555 Market Street, PO Box 369
Portsmouth, New Hampshire 03802

Re: Proposal to Provide Engineering Services
Vessel Service Power Replacement – Modification #1
Portsmouth, Fish Pier
Portsmouth, NH

Dear Captain Marconi:

As discussed, the Scope of Work for the Vessel Service Power Replacement project at Portsmouth Fish Pier will need to be modified based on meeting with the City Electrical Inspector last Thursday.

Based on this meeting, the revised Scope of Work now includes evaluation of the underground conduits which are in place between the corner of the building and the existing handhole.

The existing underground conduits serving the pier appear to be routed within 20 feet of the existing fuel dispensers. These conduits are within a classified area and need to be evaluated per National Electrical Code Article 514. The investigation and corrective work will now include the pier panelboard feeders, as well as the pier lighting conduits and miscellaneous power wiring from the building to the pier which are routed through the existing handhole. These miscellaneous power and lighting conductors that serve the pier also need to comply with the NEC Article 555, which requires ground fault protection for all wiring out to the pier, not just the 120 volt receptacles.

This modification requires additional electrical engineering services and site mapping including a subcontract with a private digsafe company to map buried utilities in the area.

The additional fees for this modification are as noted below in Bold. Services will be on a firm fixed fee basis in accordance with the following schedule:

Task 1: Development of Base Drawings	1,925
Task 2: Electrical Design	7,668
Task 3: Construction Services	3,200
	12,793
Mod 1	
Site Mapping and Additional Electrical Services	7,767
Total Fee	\$20,559.50

If this modification is acceptable to you please sign and return a copy to us. Receipt of the signed copy will serve as our Notice to Proceed (NTP).

This Modification is subject and subordinate to the Agreement for Marine Engineering Services between the parties dated July 1, 2017.

Please call me directly should you have any questions or need additional information.

Regards,



Noah J. Elwood, P.E.
President

Accepted this 1ST day of December, 2017

By: 
For the Pease Development Authority Division of Ports and Harbors

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with the lowest responsible bidder to implement vessel service power replacement at Portsmouth Commercial Fish Pier, subject to the approval by the Capital Budget Overview Committee; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated January 12, 2018, 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. There is an urgent need to replace the Vessel Service Power System to ensure that fishing vessels can continue to safely operate and conduct business.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\2018\DPH-ElectricDesign 0118.docx




PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

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

From: Geno Marconi, Director 

Date: 1/12/2018

Subject: Portsmouth Commercial Fish Pier Vessel Service Power Replacement, request to waive Request for Proposal and allow the Executive and Division Directors to award contract to the lowest responsive bidder

As reported on October 19, 2017, the electrical system that provides power to outlets along the berthing area at the Portsmouth Commercial Fish Pier ("PFP") failed and has been completely shut down. The electric service allows the vessels berthed at the pier access to operate power tools and engine block heaters (block heaters are essential during winter months) as well as power to an electric hoist and safety lighting. At that time, it was determined that the existing system could not be repaired and a complete replacement is necessary due to the conditions of the system and changes to electric code requirements. On October 19, 2017, the Division of Ports and Harbors ("Division") requested and received approval from the PDA Board of Directors to accept a proposal from Appledore Marine Engineering, LLC ("AME"), the Division's on-call marine engineers, to review the failure and to design and develop a scope of work for Vessel Service Power Replacement.

This project has been a lengthy one and included an inspection and evaluation of the existing system; meetings with the City of Portsmouth Electrical Inspector; development of a replacement concept; and final design and preparation of bid documents.

With this, the final plans and bid packages were completed and given to three electrical contractors on Wednesday, January 10th. On Thursday, January 11th, there was a recommended pre-bid meeting at PFP with the engineers and contractors. The final bids were originally scheduled to be received at noon on January 17th.

AME has been available to the three bidding contractors, Richardson Electric, Yates Electric and ES Boulos Company, throughout the last few days. At this time and with the intervention of a Monday holiday, Division would like to extend the time period to receive bids until Monday, January 22nd, specifically to permit the bidders additional time to work with their suppliers.

The below zero weather conditions over the last two weeks clearly evidenced the need to proceed as quickly as possible with power replacement, prior to any future freeze conditions. For this reason, the Division did not advertise but sought three competitive bids. Therefore, the Division requests approval of the PDA Board of Directors to waive the Request for Proposal (RFP) requirement and to permit the Executive Director and Division Director to award the contract to the lowest responsive bidder. The funding for this replacement will be made from the Harbor Dredging and Pier Maintenance Fund, subject to approval by the Capital Budget Overview Committee.

As of January 2, 2018 the current balance of the Harbor Dredging and Pier Maintenance Fund is \$527,949.28.

MOTION

RIGHT TO KNOW UPDATE: Effective January 1, 2018, RSA 91-A, the Right to Know Law was modified to include that "If a member of the public body believes that any discussion in a meeting of the body, including in a nonpublic session, violates this chapter, the member may object to the discussion. If the public body continues the discussion despite the objection, the objecting member may request that his or her objection be recorded in the minutes and may then continue to participate in the discussion without being subject to the penalties of RSA 92-A:8, IV or V. Upon such request, the public body shall record the member's objection in its minutes of the meeting. If the objection is to a discussion in nonpublic session, the objection shall also be recorded in the public minutes, but the notation in the public minutes shall include only the members name, a statement that he or she objected to the discussion in nonpublic session, and a reference to the provision of RSA 91-A:3, II, that was the basis for the discussion."

Director Loughlin:

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

1. NHRSA 91-A:3, Paragraph II(d) for the consideration of the acquisition, sale or lease of property;
2. NHRSA 91-A:3, Paragraph II(e) for consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.
3. NHRSA 91-A:3, Paragraph II (i) for consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Note: Roll Call vote required.

N:\RESOLVES\2018\NonPublic - LeaseLitSecurity.docx

MOTION

Director Allard:

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 January 18, 2018 meeting related to:

1. Leasing of property;
2. Litigation; and
3. Security

would, if disclosed publically, a) render the proposed actions ineffective; b) affect adversely the reputation of any person other than a member of the public body itself; and c) compromise the emergency functions pertaining to security; 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

N:\RESOLVES\2018\Confidentiality 0118.docx