

**PEASE DEVELOPMENT AUTHORITY**  
**Thursday, March 15, 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: January 18, 2018\*
- III. Public Comment
- IV. Old Business
- V. Finance
  - A. Reports
    - 1. Operating Result for Seven Month Period Ending January 31, 2018\*
    - 2. Nine Month Cash Flow Projections to November 30, 2018\*
- VI. Licenses/ROE/Easements/Rights of Way/Options
  - A. Reports
    - 1. Equine Architectural Products, Inc. – Extension of ROE\*
    - 2. Rochester Police Department – Wings and Wheels Event ROE\*
  - B. Approvals
    - 1. VMD Systems Integrators, Inc. – First Amendment to ROE\* (Lamson)
    - 2. Lonza Biologics, Inc. – Iron Parcel Parking ROE\* (Allard)
- VII. Contracts/Agreements
  - A. Reports\*
    - 1. Quantum Secure, Inc. – Configuration of New Badge Printer for PSM
  - B. Approvals
    - 1. Dan Fortnam – Consulting Contract\* (Preston)
    - 2. Quantum Secure, Inc. – Upgrade of Designated Aviation Channeler\* (Loughlin)
    - 3. iHeartMedia, Inc. – Radio Advertising for PSM\* (Bohenko)
    - 4. McFarland-Johnson, Inc. – Replace Terminal Roof and Design Baggage Handling System at PSM\* (Torr)
    - 5. Eckhardt & Johnson, Inc. – Replace Mechanical Rooftop Units at PSM\* (Lamson)

VIII. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations
2. Airport Operations
  - a) PSM
  - b) Skyhaven Airport
  - c) Noise Line Reports (January and February)\*
3. Bills for Legal Services\* – Sheehan Phinney Bass & Green, PA\*

B. Approvals

1. Bills for Legal Services\* (Loughlin)

IX. Division of Ports and Harbors

A. Reports

1. Port Advisory Council\*
2. Commercial Mooring Transfers\*
3. Foreign Trade Zone – Alternate Site Framework
4. SPS New England, Inc. – ROE\*

B. Approvals

1. Star Island/Shoals Laboratory – Amendment to ROE\* (Torr)

X. New Business

XI. Upcoming Meetings

Golf Committee	Monday, April 16, 2018
Finance Committee	Monday, April 16, 2018 at 8:30 a.m.
Board of Directors	Thursday, April 19, 2018

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

XII. Directors' Comments

XIII. Adjournment

XIV. Press Questions

\* Related Materials Attached

\*\* Related Materials Previously Sent

\*\*\* Related Materials will be provided under separate cover

+ Materials to be distributed at Board Meeting

■ Confidential Materials

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

Thursday, January 18, 2018

Presiding: Kevin H. Smith, Chairman  
Present: Peter J. Loughlin, Vice Chairman; John P. Bohenko, Margaret F. Lamson and Franklin G. Torr  
By Telephone: Robert A. Allard, Treasurer and Robert Preston  
Attending: David R. Mullen, Pease Development Authority (“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 8:05 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

**II. Acceptance of Minutes: December 14, 2017**

Director Torr moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the December 14, 2017 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

**III. Public Comments**

There were no public comments. Director Lamson commended the Town of Londonderry for the appearance of the Londonderry High School band in the Rose Bowl parade.

**IV. Old Business**

There was no old business.

**V. Finance Committee Report**

**A. Financial Reports**

**1. Operating Results for Five Month Period Ending November 30, 2017**

Mr. Canner reported on the status of PDA FY18. The operating trends seen in the first four months of the year have continued. Operating revenues are slightly above budget by 3% and operating costs continue to trend slightly below operating budget by 1%. Operating revenues are \$216,000 greater than the budget primarily driven by the fee revenues received. Fee revenues consist of golf fees, golf memberships and of the \$130,000 positive variance, the Pease Golf Course (“Golf Course”) represents 80% of that variance. Fuel sales are up slightly. Last month at this point revenues were about 2%-2½% above budget. Expenses for the month cumulatively stay about 1% below budget. The impact looking from the end of October through November was due to the early snow season and some of the buildings and facilities costs are up slightly, such as the snow removal, deicing chemicals and typical repairs to snow equipment. The personnel and services and benefits number is up primarily for overtime which is about \$69,000 of the labor variance. The net operating income number is the key which is \$265,000 greater than expected at this point. There are no vacant positions at this point.

Detailed expenses include utilities and professional services. Under professional services, PDA continues to monitor the amount spent on CLF and legal expenses.

Mr. Canner reviewed the Balance Sheet, discussing cash balances and the breakdown between restricted and unrestricted funds. PDA has not had to access any of the funds from the Revolving Line of Credit (“RLC”). Our cash balances are up by about \$2 million from the end of June and the accounts payable are down by about \$1 million. The unrestricted balance under the net position at the end of June due to the payout of pensions, was a negative \$352,000 in June 2016 and is now a positive \$971,000. Construction in Process (“CIP”) net number so far this year is \$340,000 but cumulatively for the year PDA spent \$1.2 million and has closed out \$850,000 from “in process” to “in service.” In response to Director Lamson’s question regarding the cutting of trees and replanting, Mr. Canner and Ms. Stowell stated that we have only received one invoice from a contractor for approximately \$148,000 which will be reimbursed by the Federal Aviation Administration (“FAA”), and that PDA will work with the Town of Newington regarding the replanting in the spring. Mr. Canner reported that the only other large project is the Golf Course bridge replacement and there will be spending for a fairway mower.

Mr. Canner discussed the individual business units. PSM had approximately 109,000 enplanements for the year. For comparison, the number of enplanements for the prior two years totaled 108,000. Charter flights represented about 55% of the total enplanements. Skyhaven Airport (“DAW”) slightly below budget in operating income. From an operating standpoint at the end of November there was a loss of \$33,000. Fuel sales are less than anticipated and a small credit was given to tenants renting hangars in the summer. Net cash flow cumulatively since inception is approaching a deficit of \$2 million. Spending for capital expenditures is \$6.3 million with grant funds of \$5.3 million. The Golf Course had operating revenues 11% above budget and 2% greater in operating expenses. The net operating income was \$492,000 which was more than anticipated through November. Simulator revenue increased over last year by 20%. Bar and grill revenues increased by 12% over last year at this point. Revenue was slightly ahead of budget for the Division of Ports and Harbors (“DPH”) by \$74,000 and expenses slightly over \$25,000. Net operating income is \$49,000 greater than anticipated. The Revolving Loan Fund (“RLF”) cash balance was slightly greater than in June due to some payoffs and loans. There are new regulations that became effective in January which will bring more metrics into the analysis of how effective the RLF is and look to regionalize ratios. The reporting should become more simplified.

## **2. Nine Month Cash Flow Projections to September 30, 2018**

Mr. Canner reviewed PDA cash flow projections for the nine month period ending September 30, 2018 including sources of funds for grant funded and non-grant funded projects. Current cash balances for unrestricted funds, excluding the DPH, currently \$4.3 million and increasing by about \$2 million over the next nine months. The capital expenditures for grant related activity includes the Air National Guard work at Portsmouth International Airport at Pease (“PSM”). The PSM design work is getting underway as well as the runway design work which represents the heavy expenditures over the next two years for close to \$3.1 million, and the non-grant capital expenditures of \$1.2 million include finishing up the Blue Course bridge replacement at the Golf Course. PSM pay for parking is included at \$400,000 over the next nine months as well as the installation of HVAC units at PSM. The cash balance will be going up over the next nine months. The bigger payments are the municipal services fee paid earlier this month and annual debt payment scheduled for February. After the payment for February, there will be two more years on that obligation. The interest rate associated with the Revolving Line of Credit went from 3.34% to 4.01%. The bank just released the new rate on January 2 which was 4.14%. The Revolving Line of Credit will be reviewed at the end of this year. The DPH opening fund balance is \$753,000, the annual pattern in February and March of collecting mooring fees and drifting back down to \$481,000 by the end of September. The average cash balance for DPH is \$550,000. There is one possible new loan under the Revolving Loan Fund in February.

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

**A. Approvals**

**1. Department of Defense Police Training – ROE**

Director Torr moved and Director Bohenko seconded that **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.**

**VII. Leases**

**A. Reports**

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

**1. One New Hampshire, LLC – Enviance, Inc.**

Mr. Mullen reported that One New Hampshire, LLC entered into a sublease with Enviance, Inc. (“Enviance”) for 4,000 square feet within the leased premises at One New Hampshire for a period of five years. Enviance will use the premises for office and related uses. Director Lamson approved the sublease.

**2. One New Hampshire, LLC – RA2 Management Corp.**

Mr. Mullen reported that One New Hampshire, LLC entered into a sublease with RA2 Management Corp. (“RA2”) for 1,242 square feet within the leased premises at One New Hampshire for a period of two years. RA2 will use the premises for office and related uses. Director Lamson approved the sublease.

**B. Approvals**

**1. Discovery Child Enrichment Center, Inc. – Forbearance Agreement**

Director Allard moved and Director Torr seconded that **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. 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. Discussion: None. Disposition: Director Loughlin abstained from voting due to potential conflict. Resolved 6 roll call votes for and 1 abstention; motion carried.**

**2. Two International Group, LLC – 100 New Hampshire Avenue Option**

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby 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. Discussion: In response to Director Lamson’s questions, Mr. Mullen stated that Two International Group, LLC is in negotiations with two potential tenants and the expectation is to build two buildings on the site. Disposition: Resolved by unanimous roll call vote; motion carried.**

## VIII. Contracts/Agreements

### A. Reports

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

#### 1. Daystar, Inc. – SQL Server Update

PDA contracted with Daystar, Inc. for SQL Server Update. The expenditure of \$4,900.00 was approved by Vice-Chairman Loughlin.

#### 2. Dell, Inc. – Computer Purchase

PDA contracted with Dell, Inc. for the purchase of five computer systems. The expenditure of \$9,473.40 was approved by Vice-Chairman Loughlin.

### B. Approvals

#### 1. Seasonal Event Tent at Pease Golf Course

Director Lamson moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: In response to Director Bohenko's question, Mr. DeVito stated that the current tent stays up all season, from May through October, for a total of 180 days. Disposition: Resolved by unanimous roll call vote; motion carried.

#### 2. Fishnet Media, LLC – Web Page

Director Preston moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: In response to Director Bohenko's question, Mr. Mullen stated that this will replace the website one we have now and that the Golf Course uses Fishnet Media, LLC now. Director Lamson stated she thought this was great. Disposition: Resolved by unanimous roll call vote; motion carried.

#### 3. USDA/Wildlife Service – Cooperative Services Agreement

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: In response to Director Lamson’s question, Paul Brean, Airport Director, stated that the snow owls are still out around the airport terminal. Disposition: Resolved by unanimous roll call vote; motion carried.

#### **4. Clubhouse and Dining Room Enhancements at Pease Golf Course**

Director Bohenko moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: In response to Director Bohenko’s question, Mr. Mullen stated that the request for on-call electrician is only if the PDA staff is unable to perform the work due to scheduling. Disposition: Resolved by unanimous roll call vote; motion carried.

### **IX. Executive Director’s Reports/Approvals**

#### **A. Reports**

##### **1. Golf Course Operations**

Scott DeVito, General Manager, reported on the activities at the Golf Course. There were approximately 53,000 rounds played in the 2017 season. The event tent going in is already pre-booked for next season. Marketing for the Golf Course membership is progressing. Mr. DeVito sent out an ad for a referral program for golf memberships. The Maintenance Department is in the process of breaking down, cleaning and sharpening equipment in preparation for next season. Grill 28 has seen an uptick in business. The restaurant had several more events this holiday season and has seen an increase of approximately \$20,000.00 just for the month of December. Director Bohenko mentioned that he used the simulators and found the staff to be very friendly.

**2. Airport Operations**

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

**a. PSM**

The number of enplanements for 2017 was approximately 109,000. The final tally for aircraft operations showed a 4% increase which encompasses general aviation, military, air charter and air taxi. Military flights were down 800 flights which makes the commercial growth even more significant. PlaneSense will be accepting their new PC24 in February which will put them in the jet market. In response to Director Bohenko’s question, Mr. Brean stated that PlaneSense will not necessarily be able to fly as far as Europe but perhaps to the west coast and Bermuda.

**b. Skyhaven Airport**

Mr. Brean reported that a lease has been signed for the final vacant hangar. PDA did give credit to the tenants due to the ongoing construction project. In response to Director Lamson’s question on the status of the Seacoast Helicopter project on the North Apron, Mr. Brean stated that the design work in ongoing and it is unlikely that they will pick up again by March.

**c. Noise Line Report**

There were a total of 29 noise inquiries at PSM during the month of December 2017. There were six inquiries regarding rotor activities originating from three residences in Portsmouth. There were 23 inquiries regarding fixed wing activities from one residence in Newmarket.

*Note: Director Bohenko stepped out the room at 8:40 a.m.*

**B. Approvals**

**1. Bills for Legal Services**

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$12,110.00 for the following legal services rendered for the Pease Development Authority:**

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

Discussion: None. Disposition: Resolved 6 roll call votes for; motion carried.

**2. Wetland Permit Application**



Director Lamson moved and Director Loughlin seconded that **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.** Discussion: In response to Director Lamson’s question, Ms. Stowell explained the location of the storm drain at issue and indicated that it will have a minor impact on wetlands. Disposition: Resolved 6 roll call votes for; motion carried.

*Note: Director Bohenko returned to the meeting at 8:44 a.m.*

**X. Division of Ports and Harbors**

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

**A. Reports**

**1. Port Advisory Council**

Mr. Marconi reported that the Port Advisory Council (“PAC”) met on December 6, 2017 and that the approved minutes of previous meeting are included for the Board’s information. In response to Vice-Chairman Loughlin’s question about the state of the fishing, Mr. Marconi indicated that the fishing is mostly lobster and Icelandic cod right now.

**2. Commercial Mooring Permit Transfers**

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

<u>Applicant</u>	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Hampton Harbor Transferor: Transferee:	No. 7450 Josiah Beringer Michael Sprague	Commercial Fishing	01/10/18

**B. Approvals**

**1. HEG Hanscom, LLC – ROE**

Director Preston moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with 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.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

**2. Jenkins Fuels, Inc. – ROE**

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with 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.** Discussion: In response to Director Lamson’s question, Mr. Marconi indicated that Ms. Mahoney owns Eastern Salt Company and later purchased Granite State Minerals, Inc. and did not change their name but are operating as Eastern Salt Company. Disposition: Resolved by unanimous roll call vote; motion carried.

**3. Granite State Whale Watch, Inc. – ROE**

Director Allard moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with 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.** Disposition: Resolved by unanimous roll call vote; motion carried.

**4. Appledore Marine Engineering, LLC — Contract Change Order**

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: Director Bohenko thanked Mr. Marconi for bringing this forward because it is needed. Disposition: Resolved by unanimous roll call vote; motion carried.

**5. Appledore Marine Engineering, LLC — Implementation of Vessel Service Power Replacement at PFP**

Director Bohenko moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby 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.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

**XI. New Business**

There was no new business.

## **XII. Upcoming Meetings**

Chairman Smith reported that the following meetings will be held:

Board of Directors      March 15, 2018

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

## **XIII. Directors' Comments**

There were no Director's comments.

## **XIV. Non-Public Session**

Director Loughlin moved and Director Torr seconded that **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.** Disposition: Resolved by unanimous roll call vote; motion carried. The Board entered into non-public session at 8:53 a.m. The Board returned to public session at 9:44 a.m.

## **XV. Vote of Confidentiality**

Director Allard moved and Director Torr seconded that **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.      **Litigation;**
2.      **Leasing of property; 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.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

#### **XVI. Adjournment**

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

#### **XVII. Press Questions**

No members of the press attended the meeting.

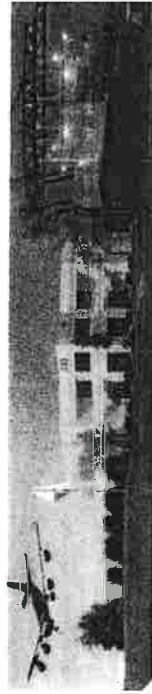
Respectfully submitted,



David R. Mullen  
Executive Director



**FY 2018 FINANCIAL REPORT  
FOR THE SEVEN MONTH PERIOD  
ENDING JANUARY 31, 2018**



**BOARD OF DIRECTORS MEETING  
MARCH 15, 2018**



# CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES <sup>2</sup>

## FOR THE SEVEN MONTH PERIOD ENDING

### JANUARY 31, 2018

(\$ 000's)

**BUDGET VARIANCE ANALYSIS**

- **OPERATING REVENUES- HIGHER BY 1.6% ...**
- 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 0.1%...**
  - 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.

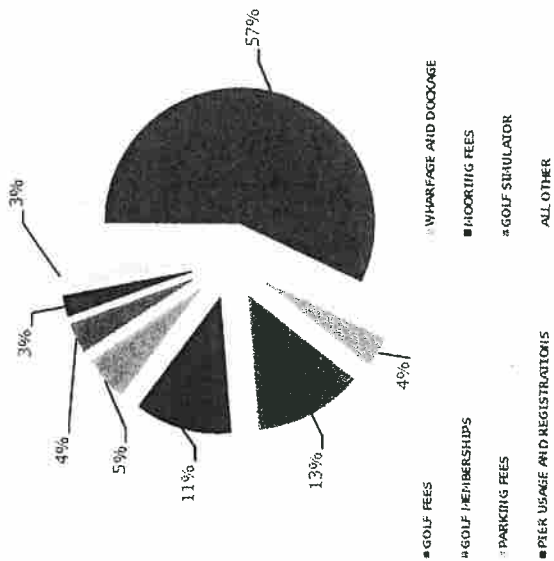
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
<b>OPERATING REVENUES</b> <i>(PAGE #3)</i>	<u>8,792</u>	<u>8,651</u>	<u>141</u>	<u>14,319</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	3,823	3,605	218	6,242
BUILDINGS AND FACILITIES MAINTENANCE	915	775	140	1,353
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	679	691	(12)	1,153
UTILITIES <i>(PAGE #6)</i>	374	482	(108)	797
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	249	410	(161)	681
MARKETING AND PROMOTION	122	176	(54)	295
ALL OTHER <i>(PAGE #6)</i>	<u>662</u>	<u>692</u>	<u>(30)</u>	<u>1,021</u>
	<b>6,824</b>	<b>6,831</b>	<b>(7)</b>	<b>11,542</b>
<b>OPERATING INCOME</b>	<b>1,968</b>	<b>1,820</b>	<b>148</b>	<b>2,777</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b> <i>(PAGE #7)</i>	(1)	7	(8)	12
<b>DEPRECIATION</b>	<u>3,437</u>	<u>3,677</u>	<u>(240)</u>	<u>6,306</u>
<b>NET OPERATING INCOME</b>	<b>(1,468)</b>	<b>(1,864)</b>	<b>396</b>	<b>(3,541)</b>

# CONSOLIDATED OPERATING REVENUES FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	5,807	5,943	(136)	9,723
FEE REVENUES (SEE PIE CHART)	1,675	1,577	98	2,860
FUEL SALES (SEE TABLE BELOW)	562	518	44	699
CONCESSION REVENUE	289	212	77	348
GOLF MERCHANDISE	142	139	3	225
ALL OTHER- NET	<u>317</u>	<u>262</u>	<u>55</u>	<u>464</u>
	<b>8,792</b>	<b>8,651</b>	<b>141</b>	<b>14,319</b>

FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET VARIANCE	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	42	51	(9)	34	45	(11)
PORTSMOUTH FISH PIER	310	317	(7)	237	262	(25)
RYE HARBOR	91	85	6	68	80	(12)
HAMPTON HARBOR	119	65	54	89	80	9
	<u>562</u>	<u>518</u>	<u>44</u>	<u>428</u>	<u>467</u>	<u>(39)</u>

# CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018

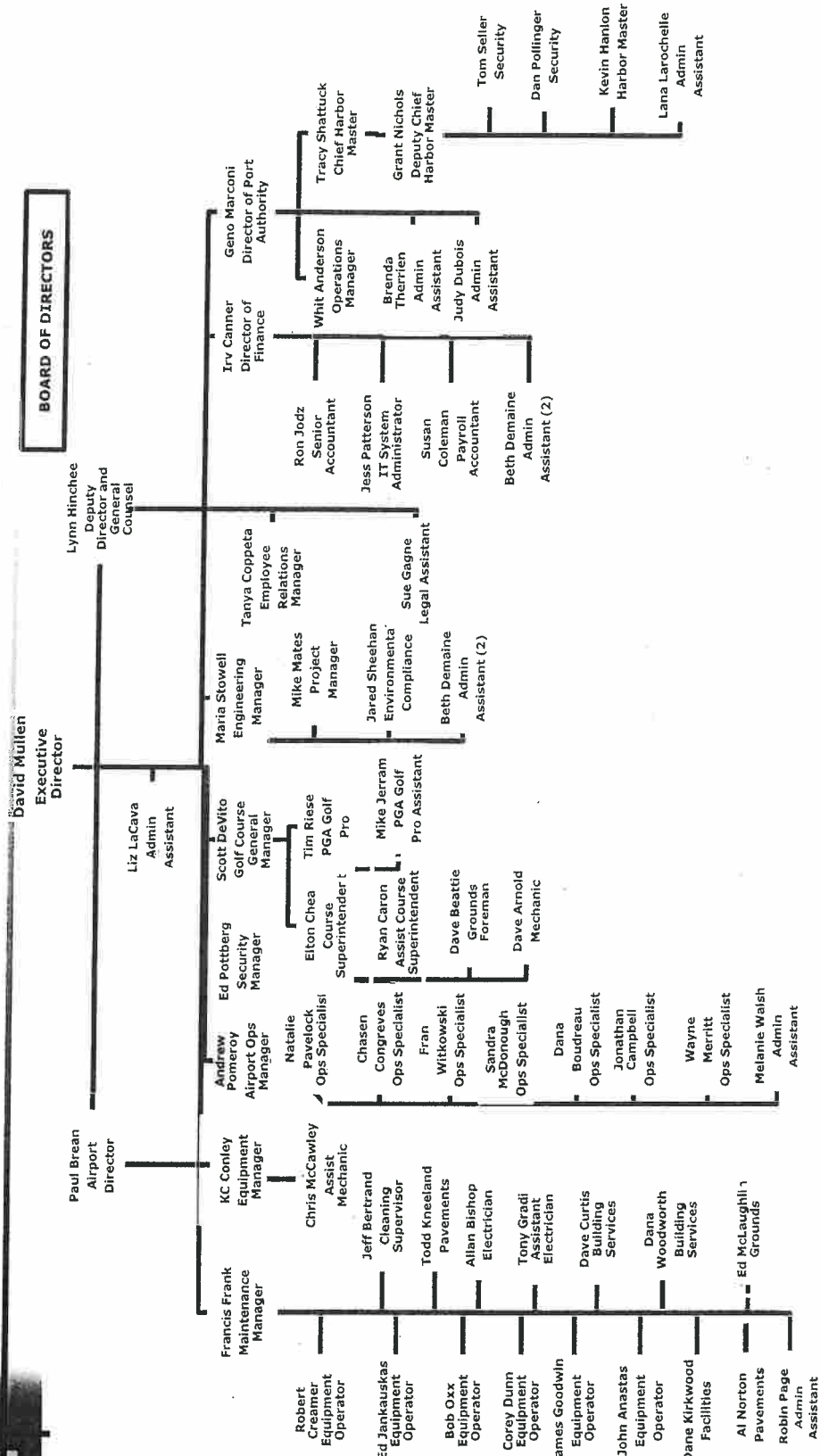
(\$ 000's)

## CURRENT STAFF ANALYSIS

PERSONNEL SERVICES	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	TOTAL	
BENEFITED	2,259	2,201	58	3,741	1.0	1.0	-	-	-	-	2.0
NONBENEFITED	378	397	(19)	725	-	19.0	-	11.0	-	-	30.0
OVERTIME	210	93	117	198	3.0	8.0	9.0	-	-	-	20.0
ACCRUED VACATION AND SICK	(27)	-	(27)	-	-	-	3.0	-	-	-	3.0
<b>FRINGE BENEFITS</b>	<b>2,820</b>	<b>2,691</b>	<b>129</b>	<b>4,664</b>	3.0	4.0	-	6.0	-	-	13.0
HEALTH INSUR	637	555	82	952	3.0	0.5	-	-	-	-	3.5
RETIREMENT	310	302	8	528	2.0	1.0	1.0	-	-	-	4.0
DENTAL INSURANCE	38	36	2	62	2.0	2.5	-	-	-	0.5	5.0
LIFE INSURANCE	18	21	(3)	36	1.0	9.0	8.0	8.0	1.0	1.0	25.0
	<b>1,003</b>	<b>914</b>	<b>89</b>	<b>1,578</b>	<b>15.0</b>	<b>45.0</b>	<b>21.0</b>	<b>25.0</b>	<b>1.5</b>	<b>1.5</b>	<b>107.5</b>
	<b>3,823</b>	<b>3,605</b>	<b>218</b>	<b>6,242</b>							



# 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 SEVEN MONTH PERIOD ENDING JANUARY 31, 2018

(\$ 000's)

<i>UTILITIES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>PROFESSIONAL SERVICES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	202	241	(39)	420	LEGAL	134	292	(158)	500
WATER	54	100	(46)	120	INFORMATION TECHNOLOGY	38	49	(11)	85
WASTE DISPOSAL	68	64	4	100	EXTERNAL AUDIT	49	56	(7)	73
NATURAL GAS AND OIL	31	42	(11)	97	ALL OTHER- NET	28	13	15	23
PROPANE	19	35	(16)	60					
	<b>374</b>	<b>482</b>	<b>(108)</b>	<b>797</b>		<b>249</b>	<b>410</b>	<b>(161)</b>	<b>681</b>

<i>ADMINISTRATIVE AND GENERAL</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>ALL OTHER</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	206	206	-	357	FUEL	428	467	(39)	651
INSURANCE	97	94	3	160	COAST TROLLEY	61	71	(10)	120
TELEPHONE / COMMUNICATIONS	62	69	(7)	68	GOLF MERCHANDISE	100	111	(11)	180
BANK FEES	60	42	18	62	GOLF CART LEASE	73	43	30	70
WORKERS' COMPENSATION	51	62	(11)	113					
ALL OTHER-NET	203	218	(15)	393		<b>662</b>	<b>692</b>	<b>(30)</b>	<b>1,021</b>
	<b>679</b>	<b>691</b>	<b>(12)</b>	<b>1,153</b>					

# CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	9	9	-	16	INTEREST EXPENSE
INTEREST INCOME AND OTHER	(10)	(2)	(8)	(4)	YEAR TO DATE FISCAL BUDGET
	<u>(1)</u>	<u>7</u>	<u>(8)</u>	<u>12</u>	PROVIDENT BANK
					CITY OF PORTSMOUTH
					TOTAL
					9      9      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 JANUARY 31, 2018

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PSM OBSTRUCTION DESIGN (SBG 04-2014)	04-25-14	333	316	265	(20)	245	-	-
PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	03-21-16	392	373	392	(20)	307	65	-
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	327	(98)	103	126	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	511	(26)	-	485	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	3	(3)	-	-	-
PSM- AIR NATIONAL GUARD PROJECT	-	2,500	2,500	1,174	-	1,122	52	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	08-23-17	931	885	34	(2)	-	32	-
DAW SNOW REMOVAL EQUIP (SBG 08-2017)	05-18-17	503	478	7	-	-	7	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	09-22-16	1,830	1,738	1,432	(72)	1,352	8	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	9	-	-	9	-
DPH DESIGN BARGE DOCK REPLACEMENT	-	-	-	11	-	-	11	-
								<u>867</u>

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 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 01-31-18
<b>PORTSMOUTH AIRPORT (PSM)</b>					
RUNWAY 16-34 DESIGN (AIP 58)	96	232	-	232	328
SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	348	44	(392)	(348)	-
TERMINAL SEATING AND TABLES	38	6	(44)	(38)	-
TERMINAL PLANNING STUDY (AIP 61)	3	-	-	-	3
AIR NATIONAL GUARD TAXIWAY	-	1,289	-	1,289	1,289
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	547	(547)	-	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	-	34	(34)	-	-
LED TERMINAL LIGHTING	-	28	(28)	-	-
OBSTRUCTION DESIGN (SBG 04-2014)	-	7	(7)	-	-
TERMINAL RESTROOM RENOVATIONS (AIP 56)	-	5	(5)	-	-
	<u>485</u>	<u>2,192</u>	<u>(1,057)</u>	<u>1,135</u>	<u>1,620</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 01-31-18
<b>SKYHAVEN AIRPORT (DAW)</b>					
TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	797	655	(1,462)	(797)	-
SNOW REMOVAL EQUIPMENT (SBG 08-2017)	4	3	-	3	7
LED LIGHT REPLACEMENT / POLE PAINTING	-	26	(26)	-	-
RUNWAY RECONSTRUCTION DESIGN	-	Z	(Z)	-	-
	<u>801</u>	<u>701</u>	<u>(1,495)</u>	<u>(794)</u>	<u>Z</u>
<b>MAINTENANCE</b>					
SIDEWALK TRACTOR	-	<u>105</u>	<u>(105)</u>	-	-

# SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 01-31-18
<b>GOLF COURSE</b>					
WELL VIABILITY STUDY	1	-	-	-	1
GOLF CART BRIDGE REPLACEMENT	-	138	-	138	138
TORO FAIRWAY MOWER	-	60	(60)	-	-
	<u>1</u>	<u>198</u>	<u>(60)</u>	<u>138</u>	<u>139</u>
<b>ADMINISTRATION</b>					
PAYROLL KIOSKS	-	9	(9)	-	-
COMPUTER REPLACEMENTS	-	15	(15)	-	-
	-	<u>24</u>	<u>(24)</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 01-31-18
<b>TRADEPORT</b>					
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	8	(8)	=	=

# 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 01-31-18
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
FASTLANE GRANT APPLICATION	11	-	-	-	11
UPGRADE PORT SECURITY AND SOFTWARE	5	4	-	4	9
PORTSMOUTH FISH PIER INSPECTION	-	25	(25)	-	-
PORTSMOUTH FISH PIER ELECTRICAL DESIGN	-	16	-	16	16
SECURITY LIGHTING UPGRADE	-	16	-	16	16
DESIGN BARGE DOCK REPLACEMENT	-	11	(11)	-	-
PORTSMOUTH FISH PIER ICE MACHINE COMPRESSOR	-	10	(10)	-	-
SECURITY AND FIRE ALARM MONITORING SYSTEM	-	1	(1)	-	-
	<u>16</u>	<u>83</u>	<u>(47)</u>	<u>36</u>	<u>52</u>
TOTAL	<u>1,303</u>	<u>3,311</u>	<u>(2,796)</u>	<u>515</u>	<u>1,818</u>

# LONG TERM DEBT LIABILITIES AS OF JANUARY 31, 2018

(\$ 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	116	232
ACCRUED SICK LIABILITY	-	93	93
TOTAL	<u>116</u>	<u>209</u>	<u>325</u>

FISCAL YEAR	CITY OF PORTSMOUTH
2018	116
2019	116
2020	<u>116</u>
<b>PAID IN FY 2018</b>	<b>(16)</b>
TOTAL	<u>232</u>

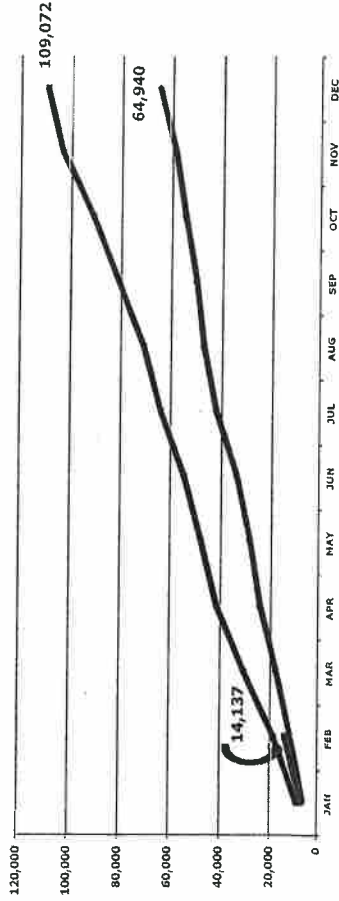
# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>538</u>	<u>509</u>	<u>29</u>	<u>1,014</u>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	638	917	(279)	959
BUILDINGS AND FACILITIES MAINTENANCE	423	280	143	1,156
GENERAL AND ADMINISTRATIVE	154	144	10	246
UTILITIES	165	191	(26)	322
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	10	10	-	18
ALL OTHER	-	-	-	-
<b>OPERATING INCOME</b>	<u>(852)</u>	<u>(1,033)</u>	<u>(181)</u>	<u>(1,687)</u>
<b>NONOPERATING (INCOME) AND EXPENSE</b>				
DEPRECIATION	1,994	2,216	(222)	3,800
<b>NET OPERATING INCOME</b>	<u>(2,846)</u>	<u>(3,249)</u>	<u>403</u>	<u>(5,487)</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>				
FACILITIES RENTAL	448	470	(22)	801
CONCESSION REVENUES	48	4	44	7
FEE REVENUES	24	10	14	141
ALL OTHER	18	25	(7)	65
	<u>538</u>	<u>509</u>	<u>29</u>	<u>1,014</u>

**ENPLANEMENT DATA**



# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>102</u>	<u>113</u>	<u>(11)</u>			<u>180</u>
FACILITIES RENTAL	64	62	2			105
FUEL SALES	42	51	(9)			74
ALL OTHER	(4)	-	(4)			1
	<b>102</b>	<b>113</b>	<b>(11)</b>			<b>180</b>
<b>OPERATING EXPENSES</b>						
PERSONNEL SERVICES AND BENEFITS	29	40	(11)			92
BUILDINGS AND FACILITIES MAINTENANCE	53	40	13			82
GENERAL AND ADMINISTRATIVE	19	22	(3)			29
UTILITIES	13	18	(5)			31
PROFESSIONAL SERVICES	4	3	1			5
MARKETING AND PROMOTION	-	-	-			-
ALL OTHER- FUEL	34	45	(11)			63
	<u>152</u>	<u>168</u>	<u>(16)</u>			<u>302</u>
<b>OPERATING INCOME</b>	<b>(50)</b>	<b>(55)</b>	<b>5</b>			<b>(122)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>						
DEPRECIATION	260	248	12			426
<b>NET OPERATING INCOME</b>	<b>(310)</b>	<b>(303)</b>	<b>(7)</b>			<b>(548)</b>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>102</u>	<u>113</u>	<u>(11)</u>	<u>180</u>
FACILITIES RENTAL	64	62	2	105
FUEL SALES	42	51	(9)	74
ALL OTHER	(4)	-	(4)	1
	<b>102</b>	<b>113</b>	<b>(11)</b>	<b>180</b>

	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE
<b>GALLONS OF FUEL SOLD</b>				
FY 2017	527	11,657	16,735	\$ 4.13
FY 2018	692	9,890	9,890	\$ 4.35

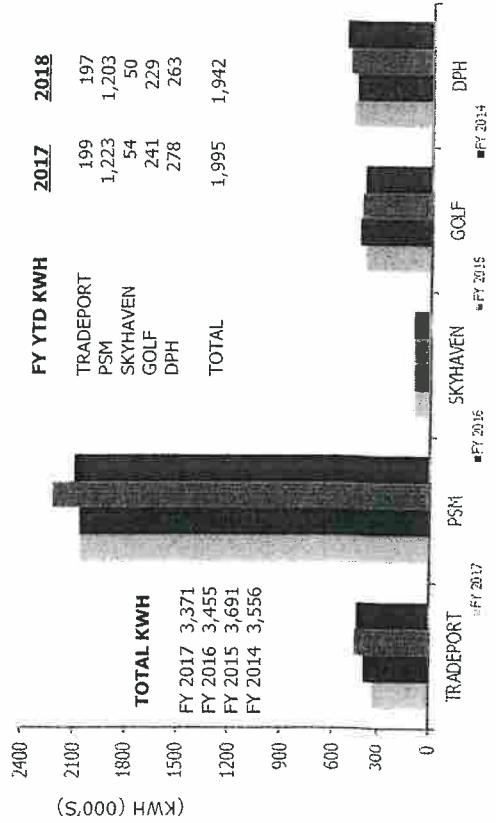
	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
<b>NET CASH FLOW</b>					
FY 2018	(50)	(701)	-	1,352	601
FY 2017	(91)	(929)	-	301	(719)
FY 2016	(53)	(193)	-	451	205
FY 2009- FY 2015	(691)	(4,477)	(100)	3,603	(1,665)
	<b>(885)</b>	<b>(6,300)</b>	<b>(100)</b>	<b>5,707</b>	<b>(1,578)</b>

# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>OPERATING REVENUES</b>	<u>5,126</u>	<u>5,162</u>	<u>(36)</u>	<u>8,368</u>
RENTAL OF FACILITIES	4,941	5,018	(77)	8,121
ALL OTHER	185	144	41	247
	<b>5,126</b>	<b>5,162</b>	<b>(36)</b>	<b>8,368</b>
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	89	130	(41)	313
GENERAL AND ADMINISTRATIVE	28	27	1	46
UTILITIES	55	64	(9)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	61	70	(9)	120
	<u>233</u>	<u>291</u>	<u>(58)</u>	<u>612</u>
<b>OPERATING INCOME</b>	<b>4,893</b>	<b>4,871</b>	<b>22</b>	<b>7,756</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>				
DEPRECIATION	460	476	(16)	816
<b>NET OPERATING INCOME</b>	<b>4,433</b>	<b>4,395</b>	<b>38</b>	<b>6,940</b>

## KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



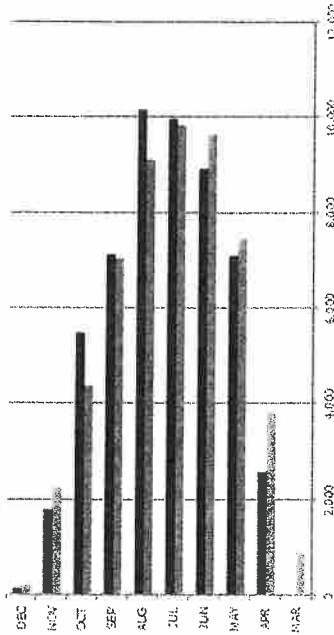
# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 GOLF COURSE

(\$ 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
<b>OPERATING REVENUES</b>	<u>1,630</u>	<u>1,489</u>	<u>141</u>	<u>2,375</u>	<b>OPERATING REVENUES</b>				
CONCESSION REVENUES					CONCESSION REVENUES	239	202	37	335
<b>OPERATING EXPENSES</b>					FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	569	520	49	894	GOLF FEES	952	877	75	1,357
BUILDINGS AND FACILITIES MAINTENANCE	228	202	26	320	MEMBERSHIPS	218	198	20	320
GENERAL AND ADMINISTRATIVE	165	144	21	237	SIMULATOR	62	63	(1)	120
UTILITIES	79	146	(67)	195	LESSONS	9	10	(1)	18
PROFESSIONAL SERVICES	14	10	4	17		<u>1,241</u>	<u>1,148</u>	<u>93</u>	<u>1,815</u>
MARKETING AND PROMOTION	28	37	(9)	58	MERCHANDISE AND OTHER	150	139	11	225
ALL OTHER	173	155	18	250		<b><u>1,630</u></b>	<b><u>1,489</u></b>	<b><u>141</u></b>	<b><u>2,375</u></b>
	<u>1,256</u>	<u>1,214</u>	<u>42</u>	<u>1,971</u>					
<b>OPERATING INCOME</b>	<b>374</b>	<b>275</b>	<b>99</b>	<b>404</b>	<b>BUSINESS UNIT ANALYSIS</b>				
<b>NONOPERATING (INCOME) AND EXPENSE</b>					PRO SHOP	142	1,187	239	1,630
DEPRECIATION	234	226	8	387	COURSE OPERA		999	102	1,256
<b>NET OPERATING INCOME</b>	<b><u>140</u></b>	<b><u>49</u></b>	<b><u>91</u></b>	<b><u>17</u></b>	FOOD / BEV		62	33	374
					<b>TOTAL</b>				

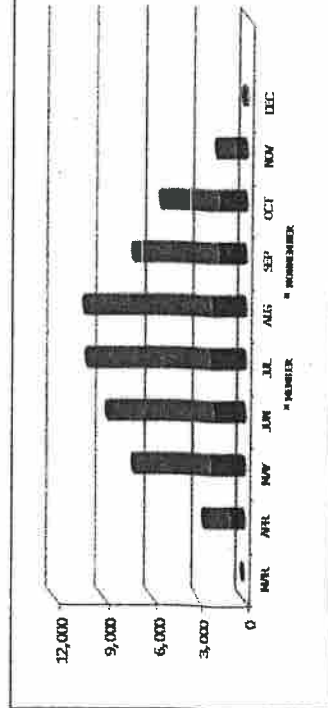
# KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



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

2017 MEMBER / NONMEMBER ROUNDS (SEASON)



	GOLF SIMULATOR REVENUES		BAR AND GRILL GROSS SALES	
	FY 2017	FY 2018	FY 2017	FY 2018
JULY	\$ 148	\$ 253	\$ 183,674	\$ 195,199
AUGUST	64	992	191,472	210,451
SEPTEMBER	-	251	160,353	178,766
OCTOBER	3,827	3,135	122,716	156,482
NOVEMBER	12,420	14,913	88,068	98,447
DECEMBER	21,198	18,951	108,400	115,699
JANUARY	28,021	23,260	91,004	100,736
FEBRUARY	23,123	-	82,539	-
MARCH	25,130	-	86,387	-
APRIL	9,270	-	118,351	-
MAY	1,345	-	172,014	-
JUNE	253	-	204,313	-
<b>TOTAL</b>	<b>\$ 124,799</b>	<b>\$ 61,755</b>	<b>\$ 1,659,595</b>	<b>\$ 1,055,780</b>

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

CLUB/ COURSE FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	27,642	38,901
TOURNAMENT PLAY	141,419	127,347
LEAGUES	63,049	68,815
FOOD AND ROOM FEES	164,209	139,817



# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 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
<b>OPERATING REVENUES</b>	<u>1,311</u>	<u>1,288</u>	<u>23</u>	<u>2,220</u>				
FACILITY RENTALS	350	389	(39)	691				
CONCESSION REVENUE	3	6	(3)	6				
FEE REVENUE								
MOORING FEES	194	190	4	325				
PARKING	86	83	3	116				
REGISTRATIONS	19	29	(10)	150				
WHARF / DOCK	<u>60</u>	<u>65</u>	<u>(5)</u>	<u>214</u>				
FUEL SALES	<u>359</u>	<u>367</u>	<u>(8)</u>	<u>805</u>				
ALL OTHER	79	59	20	93				
<b>TOTAL</b>	<b><u>1,311</u></b>	<b><u>1,288</u></b>	<b><u>23</u></b>	<b><u>2,220</u></b>				
<b>BUSINESS UNIT ANALYSIS</b>								
OPERATING REVENUES	175	168	7	323	432	212	1	
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	157	120	37	284	260	249	197	
OPERATING INCOME	<u>18</u>	<u>48</u>	<u>(30)</u>	<u>741</u>	<u>172</u>	<u>(37)</u>	<u>(196)</u>	
<b>OPERATING EXPENSES</b>								
PERSONNEL SERVICES AND BENEFITS	623	588	35	999				
BUILDINGS AND FAC AND MAINTENANCE	77	76	1	177				
GENERAL AND ADMINISTRATIVE	99	111	(12)	213				
UTILITIES	61	64	(3)	116				
PROFESSIONAL SERVICES	13	18	(5)	26				
MARKETING AND PROMOTION	-	1	(1)	2				
ALL OTHER - FUEL	394	422	(28)	588				
<b>OPERATING INCOME</b>	<b><u>44</u></b>	<b><u>8</u></b>	<b><u>36</u></b>	<b><u>99</u></b>				
<b>NONOPERATING (INCOME) AND EXPENSE</b>								
DEPRECIATION	417	431	(14)	741				
<b>NET OP INCOME</b>	<b><u>(372)</u></b>	<b><u>(423)</u></b>	<b><u>51</u></b>	<b><u>(641)</u></b>				

	RYE HARBOR	HAMPTON HARBOR	PORTSMOUTH FISH PIER	MARKET STREET	HARBOR MANAG	ADMIN
OPERATING REVENUES	168	175	323	432	212	1
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	120	157	284	260	249	197
OPERATING INCOME	<u>48</u>	<u>18</u>	<u>39</u>	<u>172</u>	<u>(37)</u>	<u>(196)</u>

# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

HARBOR DREDGING	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET
	55	56	(1)	107	5	5	5	5	5	5	
<b>OPERATING REVENUES</b>											
<b>OPERATING EXPENSES</b>											
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	21	25	(4)	50	30	-	30	-	30	-	-
GENERAL AND ADMINISTRATIVE	4	-	4	-	-	-	-	-	-	-	1
UTILITIES	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	5	5	-	-	8
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-
	<u>25</u>	<u>25</u>	<u>0</u>	<u>50</u>	<u>35</u>	<u>5</u>	<u>30</u>	<u>5</u>	<u>30</u>	<u>9</u>	<u>9</u>
<b>OPERATING INCOME</b>	<b>30</b>	<b>31</b>	<b>(1)</b>	<b>57</b>	<b>(30)</b>	<b>-</b>	<b>(30)</b>	<b>-</b>	<b>(30)</b>	<b>(4)</b>	<b>(4)</b>
<b>NONOPERATING (INCOME) AND EXPENSE</b>											
DEPRECIATION	39	38	1	65	-	-	-	-	-	-	-
<b>NET OPERATING INCOME</b>	<b>(8)</b>	<b>(6)</b>	<b>(2)</b>	<b>(7)</b>	<b>(30)</b>	<b>-</b>	<b>(30)</b>	<b>-</b>	<b>(30)</b>	<b>(4)</b>	<b>(4)</b>

# STATEMENT OF OPERATIONS FOR THE SEVEN MONTH PERIOD ENDING JANUARY 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
<b>REVOLVING LOAN FUND</b>				
<b>OPERATING REVENUES</b>	26	28	(2)	48
<b>OPERATING EXPENSES</b>				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	18	13	5	22
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
<b>OPERATING INCOME</b>	19	13	6	22
<b>NONOPERATING (INCOME) AND EXPENSE</b>	7	15	(8)	26
<b>DEPRECIATION</b>	-	-	-	-
<b>NET OPERATING INCOME</b>	7	15	(8)	26

<u>REVOLVING LOAN FUND RECONCILIATION</u>	
	BALANCE AT 06-30-2017
<b>CASH BALANCES</b>	
GENERAL FUNDS	111
SEQUESTERED FUNDS	-
<b>LOANS OUTSTANDING</b>	111
CURRENT LONG TERM	132 940
<b>CAPITAL UTILIZATION RATE- % (*)</b>	1,072 1,183
<b>FUND EXCESS (DEFICIENCY)- % (*)</b>	90.6 15.6
	BALANCE AT 01-31-2018
	154 893 1,047 1,194 87.7 12.7

(\*) EXCLUDES SEQUESTERED FUNDS.

# PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

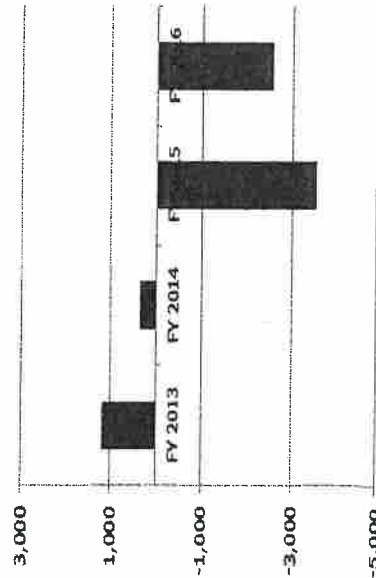
(\$ 000's)

	JUN 30 2017	JAN 31 2018	JUN 30 2017	JAN 31 2018
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	3,256	4,208	1,231	2,041
ACCOUNTS RECEIVABLE- NET	1,258	1,452	888	612
OTHER ASSETS	493	417	408	341
<b>TOTAL CURRENT ASSETS</b>	<b>5,007</b>	<b>6,077</b>	<b>2,642</b>	<b>3,110</b>
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLES- NET	-	-	-	-
<b>TOTAL RESTRICTED ASSETS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	54,127	53,888	4,671	4,547
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	1,766	7,313	7,657
<b>TOTAL CAPITAL ASSETS</b>	<b>55,414</b>	<b>55,654</b>	<b>12,084</b>	<b>12,204</b>
<b>TOTAL ASSETS</b>	<b>105,421</b>	<b>121,731</b>	<b>14,726</b>	<b>15,314</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	1,380	1,380	148	483
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>1,380</b>	<b>1,380</b>	<b>148</b>	<b>483</b>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	116	116	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>116</b>	<b>116</b>	<b>0</b>	<b>0</b>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	4,355	4,355	4,355	4,355
OTHER LT LIABILITIES	316	-	316	192
<b>TOTAL NONCURRENT LIABILITIES</b>	<b>4,671</b>	<b>4,355</b>	<b>4,671</b>	<b>4,547</b>
<b>TOTAL LIABILITIES</b>	<b>4,787</b>	<b>4,471</b>	<b>4,987</b>	<b>4,742</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	162	162	162	162
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	54,178	54,809	54,178	54,809
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	148	483	148	483
<b>TOTAL NET POSITION</b>	<b>54,326</b>	<b>55,292</b>	<b>54,326</b>	<b>55,292</b>

### DISCUSSION AND ANALYSIS

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

### NET UNRESTRICTED POSITION AT JUNE 30



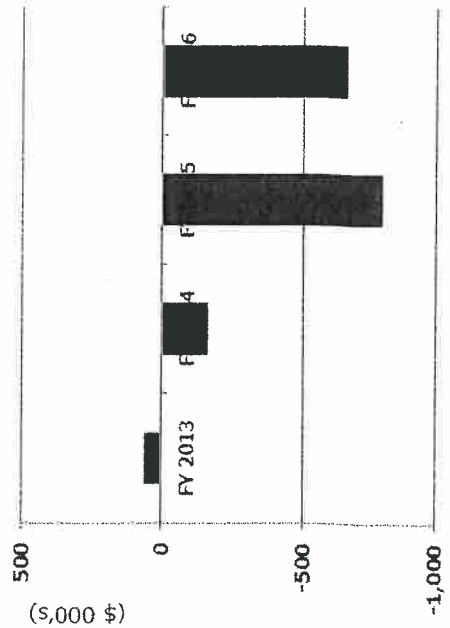
# PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- UNRESTRICTED FUNDS

(\$ 000's)

### DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS AND ACCRUED PENSION LIABILITY.
- \$ 1.9 MILLION IN STORM WATER MANAGEMENT SYSTEM MODIFICATION AND IMPROVEMENT PROJECT COSTS IN PAST THREE FISCAL YEARS. THE PIER EXPANSION FUND HAS PROVIDED \$1.0 MILLION WHILE \$0.9 MILLION HAS BEEN ABSORBED BY UNRESTRICTED FUND BALANCES.

### NET UNRESTRICTED POSITION AT JUNE 30



	JUN 30 2017	JAN 31 2018
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
CASH AND EQUIVALENTS	776	632
ACCOUNTS RECEIVABLE- NET	66	20
OTHER ASSETS	44	33
<b>TOTAL CURRENT ASSETS</b>	<b>886</b>	<b>685</b>
<b>RESTRICTED ASSETS</b>		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
<b>TOTAL RESTRICTED ASSETS</b>	<b>-</b>	<b>-</b>
<b>CAPITAL ASSETS</b>		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,166
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	21
<b>TOTAL ASSETS</b>	<b>9,589</b>	<b>9,187</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
PENSION	342	342
<b>TOTAL ASSETS</b>	<b>10,475</b>	<b>9,872</b>
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
ACCOUNTS PAYABLE	233	152
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	142
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>524</b>	<b>294</b>
<b>NONCURRENT LIABILITIES</b>		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
<b>TOTAL LIABILITIES</b>	<b>1,157</b>	<b>1,153</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
PENSION	47	47
<b>NET POSITION</b>		
NET INVESTMENT IN CAPITAL ASSETS	9,588	9,187
RESTRICTED FOR: REVOLVING LOAN FUND HARBOR DREDGING FOREIGN TRADE ZONE UNRESTRICTED	(500)	(467)
<b>TOTAL NET POSITION</b>	<b>9,089</b>	<b>8,720</b>

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

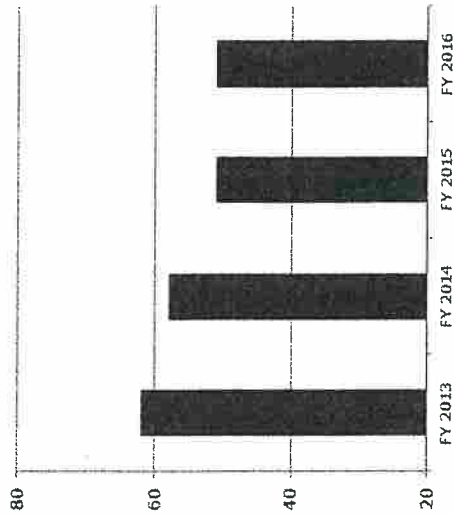
(\$ 000's)

	JUN 30 2017	JAN 31 2018	JUN 30 2017	JAN 31 2018
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
<b>TOTAL CURRENT ASSETS</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	47	17	47	17
ACCOUNTS RECEIVABLES- NET	-	-	-	-
<b>TOTAL RESTRICTED ASSETS</b>	<b>47</b>	<b>17</b>	<b>47</b>	<b>17</b>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
<b>TOTAL ASSETS</b>	<b>47</b>	<b>17</b>	<b>47</b>	<b>17</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>TOTAL NET POSITION</b>	<b>47</b>	<b>17</b>	<b>47</b>	<b>17</b>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>=</b>	<b>=</b>	<b>=</b>	<b>=</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	47	17
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<b>47</b>	<b>17</b>	<b>47</b>	<b>17</b>

**DISCUSSION AND ANALYSIS**

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION  
AT JUNE 30**



(\$,000)

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

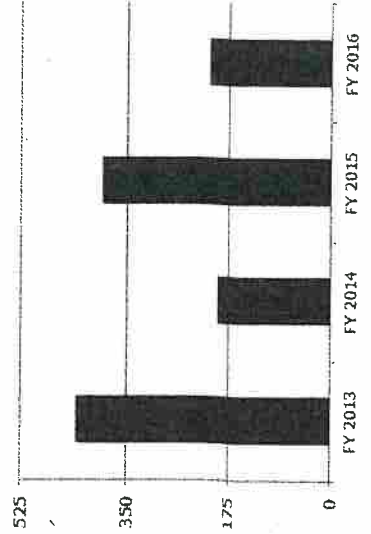
(\$ 000's)

	JUN 30 2017	JAN 31 2018	JUN 30 2017	JAN 31 2018
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLE- NET	-	-		
OTHER ASSETS	-	-		
TOTAL CURRENT ASSETS	-	-		
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	537	509		
ACCOUNTS RECEIVABLES- NET	4	12		
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>521</u>		
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	668	663		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	32		
<b>TOTAL ASSETS</b>	<u>668</u>	<u>695</u>	<u>668</u>	<u>695</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
PENSION	-	-	288	-
<b>TOTAL NET POSITION</b>	<u>668</u>	<u>695</u>	<u>956</u>	<u>960</u>
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	253	-		
ACCOUNTS PAYABLE- CONSTRUCTION	-	-		
UNEARNED REVENUE	-	-		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	-	-		
TOTAL CURRENT LIABILITIES	<u>253</u>	<u>256</u>		
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-		
OTHER LT LIABILITIES	-	-		
TOTAL LIABILITIES	<u>253</u>	<u>256</u>		
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-		
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	668	695		
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	-	-		
<b>TOTAL NET POSITION</b>	<u>956</u>	<u>960</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

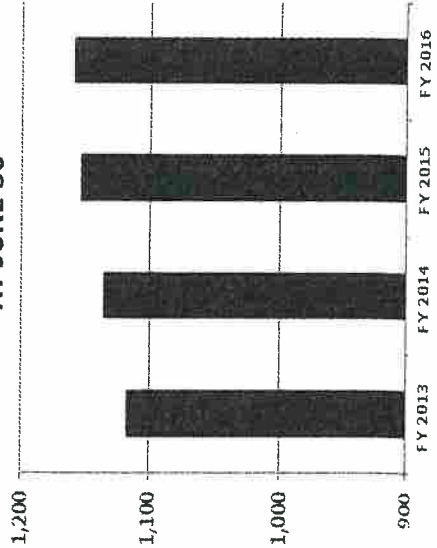
(\$ 000's)

	JUN 30 2017	JAN 31 2018	JUN 30 2017	JAN 31 2018
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
<b>RESTRICTED ASSETS</b>				
CASH AND EQUIVALENTS	111	147	111	147
ACCOUNTS RECEIVABLES- NET	1,072	1,047	1,072	1,047
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,194</u>	<u>1,183</u>	<u>1,194</u>
<b>CAPITAL ASSETS</b>				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
<b>TOTAL ASSETS</b>	<u>1,183</u>	<u>1,194</u>	<u>1,183</u>	<u>1,194</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	-	-	-	-
PENSION	-	-	-	-
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
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>
<b>NONCURRENT LIABILITIES</b>				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
PENSION	-	-	-	-
<b>NET POSITION</b>				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,182	-	1,182	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
<b>TOTAL NET POSITION</b>	<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





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**CASH FLOW PROJECTIONS FOR THE  
NINE MONTH PERIOD ENDING  
NOVEMBER 30, 2018**

**BOARD OF DIRECTORS MEETING  
MARCH 15, 2018**



# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MARCH 1, 2018 TO NOVEMBER 30, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

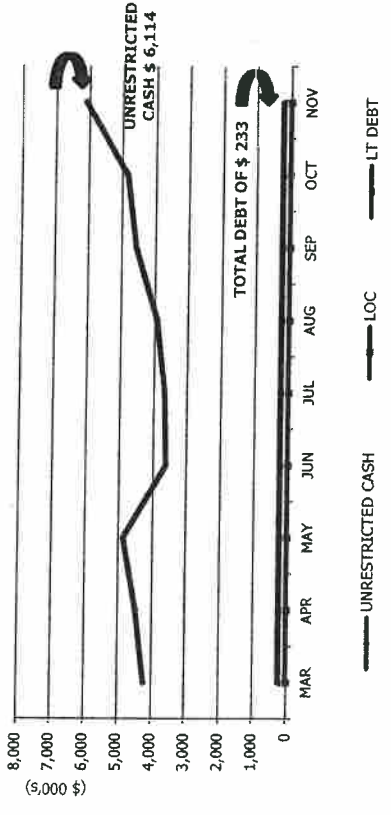
	AMOUNT
<b>OPENING FUND BALANCE</b>	<b><u>4,035</u></b>
<b>SOURCES OF FUNDS</b>	
TRADEPORT TENANTS	6,665
GRANT AWARDS (SEE PAGE #8)	4,730
GOLF COURSE FEE AND CONCESSION REVENUES	1,915
MUNICIPAL SERVICE FEE (COP)- NET	1,314
PORTSMOUTH AIRPORT- LEASES AND PAY FOR PARKING	570
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	136
EXTERNAL BANK WORKING CAPITAL- NET	-
	<b><u>15,330</u></b>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	4,635
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	4,210
OPERATING EXPENSES	3,230
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	1,176
LONG TERM DEBT RETIREMENT	-
	<b><u>13,251</u></b>
<b>NET CASH FLOW</b>	<b><u>2,079</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>6,114</u></b>

**DISCUSSION**

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO FURTHER UTILIZE ITS SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED GRANT RELATED CAPITAL EXPENDITURES.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS, 2) ACCURACY OF CAPITAL EXPENDITURE AND REIMBURSEMENT FORECAST AND 3) TRADEPORT REVENUE STREAMS.

**PROJECTED CASH AND DEBT BALANCES**



TOTAL FUND BALANCES	BALANCE AT 02-28-2018	BALANCE AT 06-30-2017
PDA UNRESTRICTED	4,035	3,246
PDA DESIGNATED	16	11
<b>TOTAL</b>	<b><u>4,051</u></b>	<b><u>3,257</u></b>

# PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>OPENING FUND BALANCE</b>	<b>4,035</b>									<b>4,035</b>
<b>SOURCES OF FUNDS</b>										
TRADEPORT TENANTS	650	665	1,085	665	855	670	685	685	705	6,665
GRANT AWARDS (SEE PAGE #8)	361	632	472	305	450	650	1,000	-	860	4,730
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GOLF COURSE	160	200	200	250	290	300	215	200	100	1,915
PORTSMOUTH AIRPORT	45	45	50	45	45	50	45	45	50	420
SKYHAVEN AIRPORT	14	14	15	15	17	17	15	15	14	136
PAY FOR PARKING- PSM	-	-	-	-	-	-	50	50	50	150
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,480</u>	<u>1,806</u>	<u>2,197</u>	<u>1,530</u>	<u>1,907</u>	<u>2,062</u>	<u>2,260</u>	<u>1,245</u>	<u>2,154</u>	<u>16,641</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	500	485	495	505	525	560	540	525	500	4,635
CAPITAL- GRANT RELATED (SEE PAGE #4)	325	555	651	459	830	580	730	80	-	4,210
OPERATING EXPENSES	430	400	310	400	375	350	350	300	315	3,230
MUNICIPAL SERVICE FEE	-	-	-	1,290	-	21	-	-	-	1,311
CAPITAL- NONGRANT (SEE PAGES #5-#7)	32	117	357	115	115	300	-	70	70	1,176
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	-	-	-
	<u>1,287</u>	<u>1,557</u>	<u>1,813</u>	<u>2,769</u>	<u>1,845</u>	<u>1,811</u>	<u>1,620</u>	<u>975</u>	<u>885</u>	<u>14,562</u>
<b>NET CASH FLOW</b>	193	249	384	(1,239)	62	251	640	270	1,269	2,079
<b>CLOSING FUND BALANCE</b>	<b>4,228</b>	<b>4,477</b>	<b>4,861</b>	<b>3,622</b>	<b>3,684</b>	<b>3,935</b>	<b>4,575</b>	<b>4,845</b>	<b>6,114</b>	<b>6,114</b>

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>GRANT REIMBURSEMENT</b>										
<b>PORTSMOUTH AIRPORT</b>										
AIR NATIONAL GUARD TAXIWAY	200	200	300	150	600	400	150	-	-	2,000
OBSTRUCTION MITIGATION- CONSTRUCT	5	200	20	-	-	-	-	-	-	225
RUNWAY 16-34 DESIGN	80	80	80	80	80	80	80	80	-	640
TERMINAL RESTROOMS	-	-	-	-	-	-	-	-	-	-
SECURITY IDENTIFICATION SYSTEM	40	-	60	55	-	-	-	-	-	155
OBSTRUCTION- DESIGN PHASE	-	-	-	-	-	-	-	-	-	-
TERMINAL PLANNING STUDY	-	20	10	10	-	-	-	-	-	40
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	50	150	150	150	100	-	-	-	600
<b>SKYHAVEN AIRPORT</b>										
TAXILANE PAVEMENT (CONSTRUCTION)	-	5	31	14	-	-	-	-	-	50
ROTARY FLOW **	-	-	-	-	-	-	500	-	-	500
	<u>325</u>	<u>555</u>	<u>651</u>	<u>459</u>	<u>830</u>	<u>580</u>	<u>730</u>	<u>80</u>	<u>-</u>	<u>4,210</u>

NOTE:  
\*\* PENDING BOARD APPROVAL

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

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>TOTAL</u>
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b>TRADEPORT</b>										
WATER TOWER LOGO	-	-	-	-	-	-	-	-	30	30
OIL WATER SEPARATOR CLEANING	-	-	50	-	-	-	-	-	-	50
	=	=	<u>50</u>	=	=	=	=	=	<u>30</u>	<u>80</u>

NOTE:  
 \*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b><u>NONGRANT REIMBURSEMENT</u></b>										
<b>SKYHAVEN AIRPORT</b>										
SRE DOOR REPLACEMENT- SPRINGS **	-	-	-	-	-	-	-	15	-	15
TERMINAL PARKING LOT **	-	-	-	-	-	-	-	-	25	25
	-	-	-	-	-	-	-	15	25	40
<b>ADMINISTRATION</b>										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	-	-	-	25	-	-	-	25	-	50
<b>GOLF COURSE</b>										
CLUBHOUSE RENOVATIONS	-	10	-	-	-	-	-	-	15	25
GREENS MOWERS (2)	-	-	80	-	-	-	-	-	-	80
BLUE COURSE BRIDGE	20	7	-	-	-	-	-	-	-	27
	20	17	80	-	-	-	-	-	15	132

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>NONGRANT REIMBURSEMENT (CONTINUED):</b>										
<b>PORTSMOUTH AIRPORT</b>										
PAY FOR PARKING **	-	-	-	-	100	300	-	-	-	400
TERMINAL RUNWAY RELAMPING (LED) **	-	20	30	-	-	-	-	-	-	50
SECURITY BADGING SYSTEM UPGRADE AND INTEGRATION **	-	-	-	10	15	-	-	-	-	25
TERMINAL ROOF REPLACEMENT DESIGN **	-	15	15	-	-	-	-	-	-	30
BAGGAGE HANDLING SYSTEM REPLACEMENT DESIGN **	-	5	10	-	-	-	-	-	-	15
HVAC UNITS **	-	60	150	-	-	-	-	-	-	210
NORTH WEATHER STATION GENERATOR **	-	-	-	35	-	-	-	-	-	35
PARKING LOT POLES- LED ENERGY EFFICIENCY CONVERSION **	-	-	22	-	-	-	-	-	-	22
SECURITY BADGE PRINTER **	12	-	-	-	-	-	-	-	-	12
	12	100	227	45	115	300	-	-	-	799
<b>MAINTENANCE</b>										
BUILDING INFRASTRUCTURE**	-	-	-	-	-	-	-	30	-	30
VEHICLE FLEET REPLACEMENT **	-	-	-	45	-	-	-	-	-	45
	-	-	-	45	-	-	-	30	-	75
TOTAL	32	117	357	115	115	300	-	70	70	1,176

NOTE:  
\*\* PENDING BOARD APPROVAL

# PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>PORTSMOUTH AIRPORT</b>										
AIR NATIONAL GUARD TAXIWAY ALPHA	-	-	400	-	450	-	1,000	-	150	2,000
OBSTRUCTION MITIGATION- CONSTRUCT	315	-	-	210	-	-	-	-	-	525
SECURITY IDENTIFICATION SYSTEM	-	-	-	95	-	50	-	-	-	145
RUNWAY 16-34 DESIGN	46	225	-	-	-	225	-	-	-	496
TERMINAL BATHROOM RENOVATIONS	-	-	72	-	-	-	-	-	-	72
TERMINAL PLANNING STUDY	-	-	-	-	-	-	-	-	-	-
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	330	-	-	235	565
<b>SKYHAVEN AIRPORT</b>										
TAXILANE PAVEMENT (CONSTRUCTION)	-	407	-	-	-	45	-	-	-	452
ROTARY PLOW **	-	-	-	-	-	-	-	-	475	475
<b>TOTAL</b>	<b>361</b>	<b>632</b>	<b>472</b>	<b>305</b>	<b>450</b>	<b>650</b>	<b>1,000</b>	<b>-</b>	<b>860</b>	<b>4,730</b>



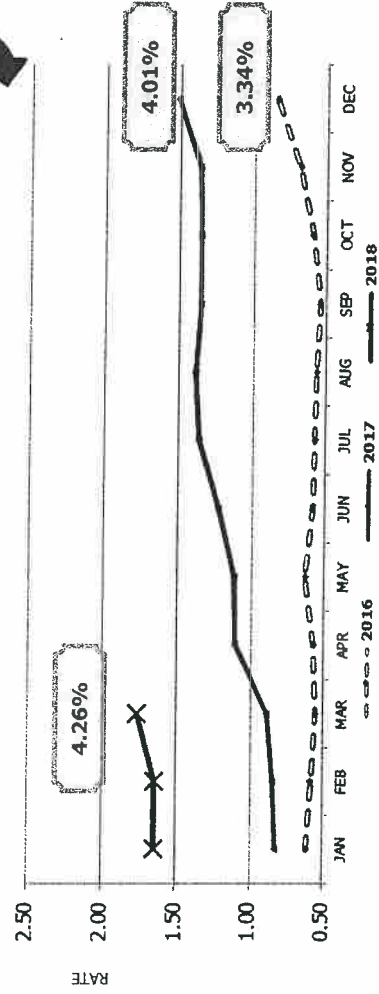
# PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

AMOUNT OF ORIGINAL CREDIT FACILITY	5,000	THE PROVIDENT BANK (RLOC)
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 02-28-2018	BALANCE AT 06-30-2017	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2018	VARIABLE
CITY OF PORTSMOUTH	233	349	12-31-2020	4.50
	<u>233</u>	<u>349</u>		
WEIGHTED AVERAGE	4.50	4.50		

TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP



# DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

	AMOUNT
<b>OPENING FUND BALANCE</b>	<b><u>762</u></b>
<b>SOURCES OF FUNDS</b>	
FACILITY RENTALS	521
MOORING FEES	275
REGISTRATIONS / WHARFAGE	270
FUEL SALES	210
PARKING FEES AND CONCESSIONS	146
	<u>1,422</u>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	1,122
OPERATING EXPENSES	398
FUEL PROCUREMENT	200
CAPITAL EXPENDITURES	30
	<u>1,750</u>
<b>NET CASH FLOW</b>	<b><u>(328)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>434</u></b>

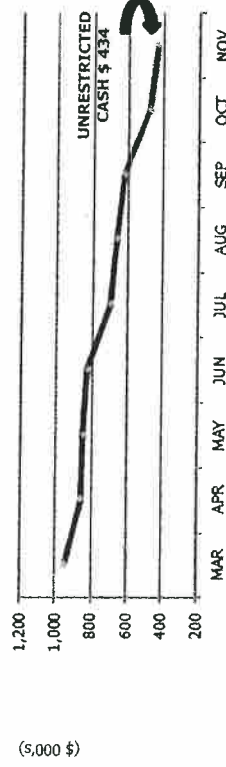
## DISCUSSION

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUNDS, 2) WORKERS COMPENSATION CLAIMS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.

LEASE AGREEMENT WITH GRANITE STATE MINERALS WAS 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.

## PROJECTED UNRESTRICTED CASH BALANCES



TOTAL FUND BALANCES	BALANCE AT 02-28-2018	BALANCE AT 06-30-2017
UNRESTRICTED FUNDS	762	775
HARBOR DREDGING	514	538
FOREIGN TRADE ZONE	17	46
REVOLVING LOAN FUND	<u>122</u>	<u>111</u>
TOTAL	<b><u>1,415</u></b>	<b><u>1,470</u></b>

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

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>OPENING FUND BALANCE</b>	<u>762</u>	<u>950</u>	<u>857</u>	<u>847</u>	<u>828</u>	<u>700</u>	<u>664</u>	<u>623</u>	<u>474</u>	<u>762</u>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	57	57	57	58	57	57	58	60	60	521
CONCESSION REVENUES	-	2	2	2	-	-	-	-	-	6
MOORING FEES	200	50	25	-	-	-	-	-	-	275
REGISTRATIONS / WHARFAGE	45	40	40	25	25	15	15	25	40	270
PARKING FEES	-	-	10	30	40	40	10	10	-	140
FUEL SALES	15	15	20	25	30	30	25	25	25	210
	<u>317</u>	<u>164</u>	<u>154</u>	<u>140</u>	<u>152</u>	<u>142</u>	<u>108</u>	<u>120</u>	<u>125</u>	<u>1,422</u>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	80	195	85	90	210	92	85	200	85	1,122
BUILDINGS AND FACILITIES	10	15	20	15	20	15	15	15	15	140
GENERAL AND ADMINISTRATIVE	12	12	11	12	11	11	12	12	12	105
UTILITIES	17	15	13	12	14	15	12	12	13	123
PROFESSIONAL SERVICES	-	10	-	-	10	-	-	10	-	30
FUEL PROCUREMENT	10	10	25	30	15	35	25	20	30	200
CAPITAL EXPENDITURES AND OTHER	-	-	10	-	-	10	-	-	10	30
	<u>129</u>	<u>257</u>	<u>164</u>	<u>159</u>	<u>280</u>	<u>178</u>	<u>149</u>	<u>269</u>	<u>165</u>	<u>1,750</u>
<b>NET CASH FLOW</b>	188	(93)	(10)	(19)	(128)	(36)	(41)	(149)	(40)	(328)
<b>CLOSING FUND BALANCE</b>	<u>950</u>	<u>857</u>	<u>847</u>	<u>828</u>	<u>700</u>	<u>664</u>	<u>623</u>	<u>474</u>	<u>434</u>	<u>434</u>

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

(\$ 000's)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>OPENING FUND BALANCE</b>	<u>514</u>	<u>521</u>	<u>490</u>	<u>442</u>	<u>371</u>	<u>383</u>	<u>402</u>	<u>394</u>	<u>403</u>	<u>514</u>
<b>SOURCES OF FUNDS</b>										
PIER USAGE FEES	5	5	10	5	10	15	5	10	10	75
REGISTRATIONS	2	2	3	2	2	3	2	2	3	21
FUEL FLOWAGE FEES	2	2	3	2	2	3	2	2	3	21
GRANT FUNDING	-	-	-	-	-	-	-	-	23	23
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	9	9	16	9	14	21	9	14	39	140
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	2	-	2	-	2	-	2	10
UTILITIES	-	-	-	-	-	2	-	-	2	6
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	40	60	80	-	-	15	5	-	200
<b>NET CASH FLOW</b>	7	(31)	(48)	(71)	2	19	(8)	9	35	(76)
<b>CLOSING FUND BALANCE</b>	<u>521</u>	<u>490</u>	<u>442</u>	<u>371</u>	<u>383</u>	<u>402</u>	<u>394</u>	<u>403</u>	<u>438</u>	<u>438</u>

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

13

(\$ 000's)

	MAR 15	APR 15	MAY 13	JUN 13	JUL 13	AUG 13	SEP 11	OCT 11	NOV 16	TOTAL 15 16
<b>OPENING FUND BALANCE</b>										
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	5	-	5
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	2	-	-	-	2
UTILITIES	-	2	-	-	-	-	-	-	-	2
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<b>NET CASH FLOW</b>	-	2	-	-	-	2	-	-	-	4
	-	(2)	-	-	-	(2)	-	5	-	1
<b>CLOSING FUND BALANCE</b>	15	13	13	13	13	11	11	16	16	16

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

(\$ 000'S)

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL
<b>OPENING FUND BALANCE</b>	<u>122</u>	<u>137</u>	<u>53</u>	<u>70</u>	<u>88</u>	<u>106</u>	<u>124</u>	<u>140</u>	<u>157</u>	<u>122</u>
<b>SOURCES OF FUNDS</b>										
LOAN REPAYMENTS	14	14	14	15	15	15	15	14	14	130
INTEREST INCOME-LOANS	4	5	5	5	5	5	4	4	4	41
INTEREST INCOME- FUND BALANCE	-	-	-	1	-	-	-	1	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
TOTAL SOURCES	<u>18</u>	<u>19</u>	<u>19</u>	<u>21</u>	<u>20</u>	<u>20</u>	<u>19</u>	<u>19</u>	<u>18</u>	<u>173</u>
<b>USE OF FUNDS</b>										
NEW LOANS ISSUED	-	100	-	-	-	-	-	-	35	135
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	3	2	3	2	2	3	2	2	22
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	<u>3</u>	<u>103</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>37</u>	<u>157</u>
	15	(84)	17	18	18	18	16	17	(19)	16
<b>CLOSING FUND BALANCE</b>	<u>137</u>	<u>53</u>	<u>70</u>	<u>88</u>	<u>106</u>	<u>124</u>	<u>140</u>	<u>157</u>	<u>138</u>	<u>138</u>



February 21, 2018

By Email only: [jriston@equineap.com](mailto:jriston@equineap.com)

John T. Riston  
Equine Architectural Products, Inc.  
PO Box 27  
Pylesville, MD 21132-0027

Re: Extension of Right of Entry for Use of Portion of the Former Bulk Fuel Storage Area  
119 Arboretum Drive, Pease International Tradeport, Portsmouth, NH

Dear Mr. Riston:

This letter will serve to extend the Right of Entry ("ROE") dated November 22, 2017, and amended January 9, 2018, to May 21, 2018, granting to Equine Architectural Products, Inc. ("Equine") and/or its agents to enter upon the premises defined as a portion of the former Bulk Fuel Storage Area ("Premises"). All other terms and conditions of the ROE dated November 22, 2017 shall remain in full force and effect. Please indicate by your signature below Equine's consent and return the same to me.

Very truly yours,

David R. Mullen  
Executive Director

Agreed and accepted this 6 day of MARCH, 2018

Equine Architectural Products, Inc.

By:

John Riston  
duly authorized

P:\ROE\Equine\ROE\Ext 022118.docx

February 27, 2018

Chief Paul R. Toussaint  
Rochester Police Department  
23 Wakefield Street  
Rochester, NH 03867

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH  
Rochester Police Department – “Wings and Wheels” Event**

Dear Chief Toussaint:

This Right of Entry will authorize the Rochester Police Department, (“Rochester PD”) it agents and/or contractors to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the “Premises”) as shown on Exhibit “A” on June 1 and June 2, 2018 between the hours of 8:00 a.m. through 4:00 p.m. for the purpose of setting up and conducting, at its sole risk, the “Wings and Wheels” event and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall terminate at 4:00 p.m. on June 2, 2018.

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 the terms and conditions of the FAA’s Grant Assurances (Exhibit “B”) and (d) subject to such rules and regulations as the PDA may prescribe from time to time.

1. Rochester PD 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. PDA shall not be responsible for damages to property or injuries to persons that 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 Rochester PD’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, if such damage is caused by the negligence of Rochester PD.

3. Rochester PD’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, if such loss, damage or injury is caused by the negligence of Rochester PD. Rochester PD expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Rochester PD's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization unless such loss, damage, injury or death is caused by the negligence of the Pease Development Authority. Rochester PD 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 Rochester PD's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization unless caused by the sole negligence of the PDA.

4. a. Rochester PD providing to the Pease Development Authority satisfactory evidence of commercial general liability to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured.

Each such policy or certificate therefor issued by the insurer shall contain: (i) 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 (except in situations involving the non-payment of a premium, in which case a 10 day notice will be accepted); and (ii) a provision that any liability insurance coverage required to be carried by Rochester PD shall be primary and non-contributing with respect to any insurance carried by PDA.

b. Any agent, contractor or vendor of Rochester PD providing to the PDA satisfactory evidence of commercial general liability coverage and automobile liability coverage (to the extent applicable) per occurrence, naming the PDA as an additional insured.

5. Rochester PD shall coordinate activities with the PDA Airport Manager or designee.

6. Rochester PD's agreement to secure all necessary municipal and/or local permits prior to the event.

7. Rochester PD's agreement to leave the Premises in the same or better condition as existed at the time of the event.

8. Rochester PD's agreement to: a) provide covered trash receptacles for use during the event to prevent trash from spilling out and wildlife getting into the trash; and b) provide a person(s) to patrol the event area during the event period to pick up any trash or other debris to prevent any foreign object debris from leaving the areas. All trash generated by the event will be removed from the Premises no later than 6:00 p.m. on June 2, 2018.

Chief Paul R. Toussaint  
Rochester Police Department  
February 27, 2018  
Page 3

9. Rochester PD's agreement to provide an adequate number of porta potties for use by event staff and participants. Rochester PD's agreement to have porta potties placed in areas designated by PDA Airport Manager or designee; and further agrees to have porta potties removed from the Premises no later than 4:00 p.m., Monday, June 4, 2018.

10. Rochester PD's agreement to coordinate the management of the event with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

11. Rochester PD's agreement to provide a detail officer to direct traffic to assist attendees in crossing the road between the Premises and event parking provided across Rochester Hill Road at the Frisbee Memorial Hospital Office complex parking area.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Rochester PD to the terms of this Right of Entry and return the same to me along with proof of insurance coverages in advance of June 1, 2018.

Very truly yours,

David R. Mullen  
Executive Director

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2018

Rochester Police Department

By: \_\_\_\_\_  
Duly Authorized

Its: \_\_\_\_\_  
Name

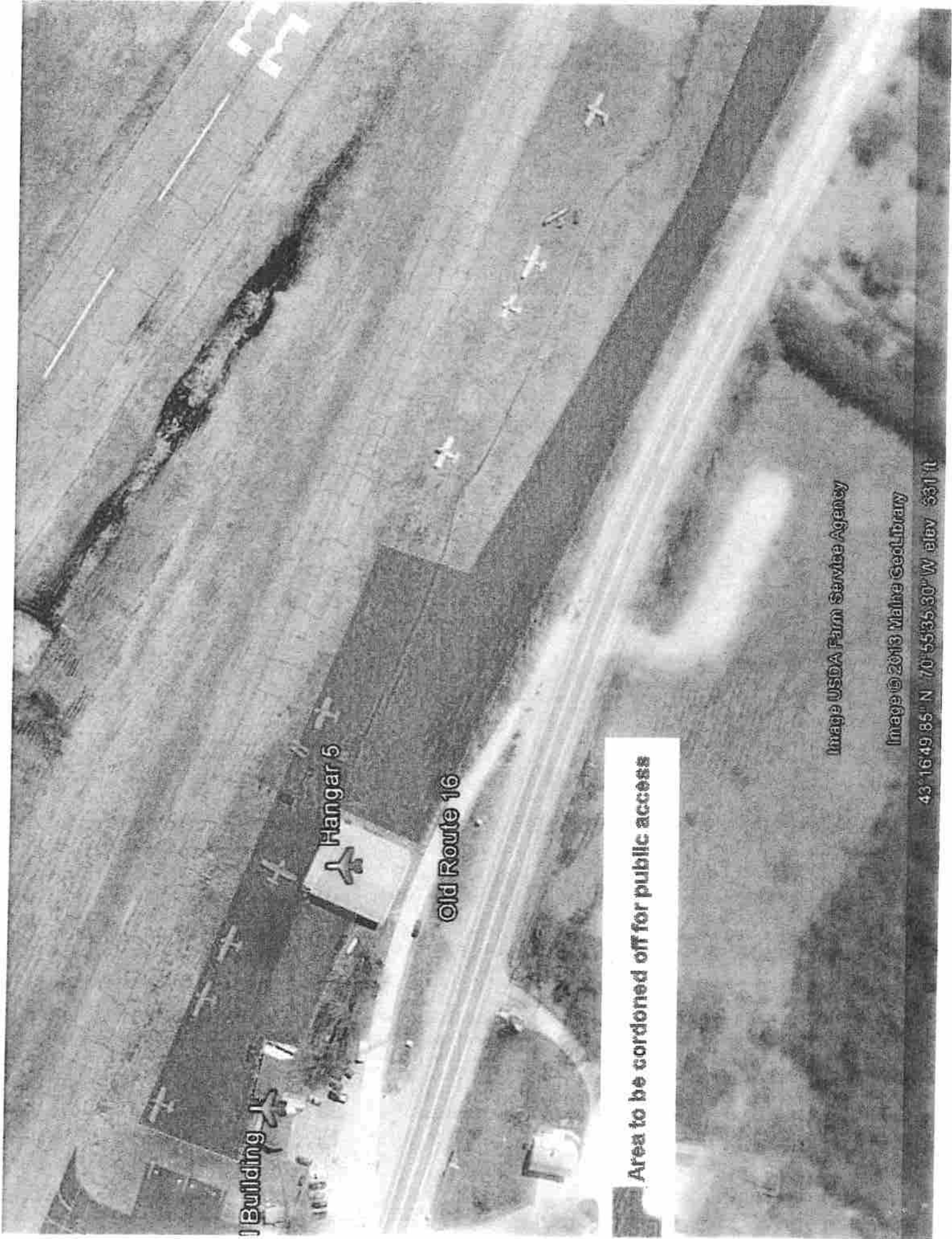
cc: Paul E. Brean, Airport Manager  
Mark H. Gardner, Deputy General Counsel

Chief Paul R. Toussaint  
Rochester Police Department  
February 27, 2018  
Page 4

EXHIBIT A

PREMISES





Building

Hangar 5

Old Route 16

Area to be cordoned off for public access

Image © USDA Farm Service Agency

Image © 2013 Malhe GeoLibrary

43° 16' 49.85" N 70° 55' 35.30" W elev 331 ft

EXHIBIT B

FAA GRANT ASSURANCES

Grant Assurance #19: Operation and Maintenance

In accordance with FAA Grant Assurance 19:

All vehicle displays and food and concessions areas are completely separate from ramps reserved for aviation purposes during the event as outlined in the "Skyhaven Aviation Services" map attached hereto. Yellow caution tape on grade stakes with "Do Not Enter" signs will clearly mark aviation areas and these boundaries will be constantly monitored by qualified personnel and volunteers. Any attendees needing to north of the food and concessions area and onto the aircraft parking apron will be escorted by event staff qualified to do such or by the aircraft owners/operators parked on the apron. During setup and tear down, the public will not be permitted into these areas.

Grant Assurance #22: Economic Nondiscrimination

In accordance with FAA Grant Assurance 22:

The event is intended to be a Rochester community event making the community aware of Skyhaven Airport and its value to the local community. Areas presently needed for aeronautical purposes and any airport revenue production will not be used during the event.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute the First Amendment to Right of Entry with VMD Systems Integrators, Inc. effective February 7, 2018, for the purpose of including an on-site training room at the Portsmouth International Airport at Pease; on substantially the same terms and conditions set forth in the Memorandum from Paul E. Brean, Airport Director, dated March 6, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\ROEVMD 0318.docx

MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Paul E. Brean, Airport Director *PEB*  
Re: First Amendment to Right of Entry for Designated Portions of the Air Passenger Terminal Building at Portsmouth International Airport at Pease  
Date: March 6, 2018

---

VMD Systems Integrators, Inc. (“VMD”) is the Transportation Security Administration’s (“TSA”) contractor for passenger and baggage security screening at Portsmouth International Airport at Pease. On April 1, 2015, a Right of Entry (“ROE”) was granted to VMD to enter designated portions of the Air Passenger Terminal Building to utilize a break room, an office and locker rooms.

Revised TSA regulations require VMD staff to participate in ongoing security screening training. This training must be conducted in a designated training room that is equipped for the sole purpose of computer based simulated training. The designated training room must be in a private and secure location within the airport terminal. Ample room for two workstations that host one computer and two display monitors must be allocated.

I am requesting that you seek approval at the March 15, 2018 Board meeting to amend the ROE which was granted to VMD on April 1, 2015 to include an on-site training room. This training room will be a 150 square foot office space adjacent to the baggage screening area in the airport terminal. This space meets all the TSA requirements for a training office and will be for the sole purpose of ongoing security screening training by VMD employees. The ROE is effective from February 7, 2018 through October 31, 2019. All other terms and conditions of the ROE remain in full force and effect.





Susan Ovale, Senior Contracts Manager  
VMD Systems Integrators, Inc.  
February 7, 2018  
Page 2

Agreed and accepted this 9<sup>th</sup> day of February, 2018.

VMD Systems Integrators, Inc.

By: Susan Ovale  
Susan Ovale, Senior Contracts Manager

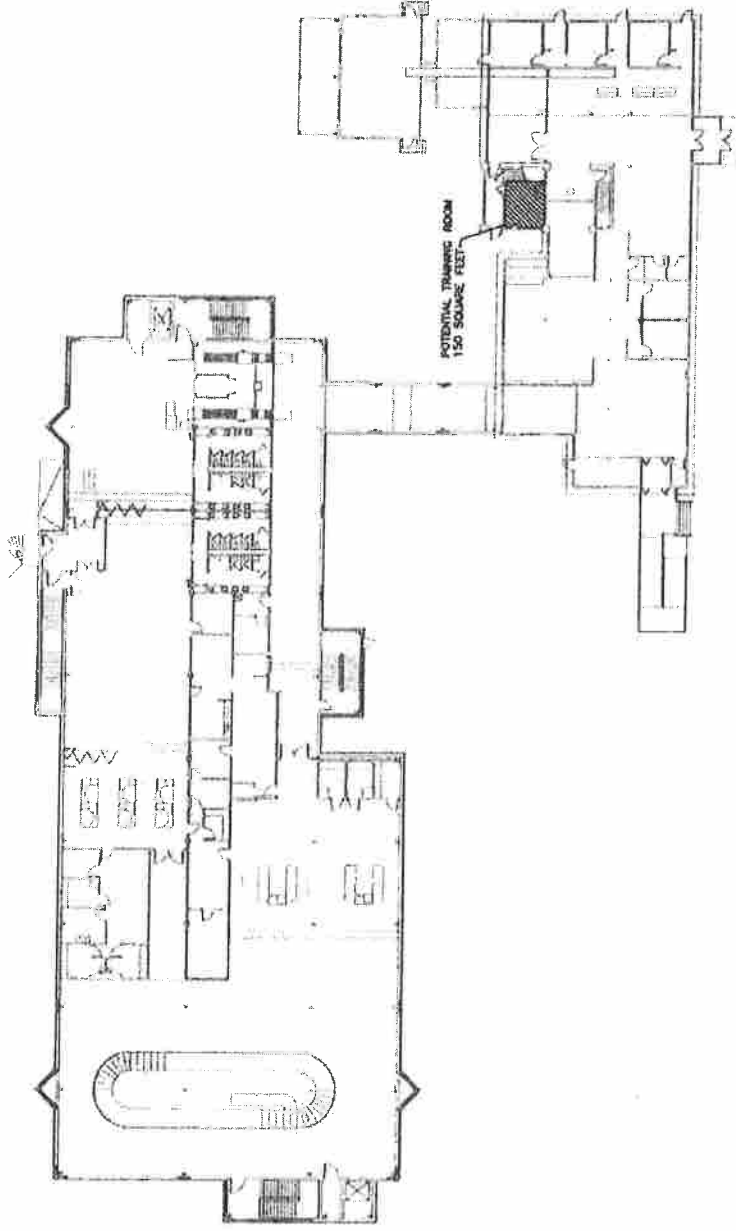
cc: Paul E. Brean, Airport Manager  
Andrew Pomeroy, Airport Operations Manager  
Mark H. Gardner, Deputy General Counsel

P:\TERMINAL\ROE\VMDROEAmd 020718.docx

Susan Ovale, Senior Contracts Manager  
VMD Systems Integrators, Inc.  
February 7, 2018  
Page 3

EXHIBIT C

“PSM-Training Room Location”



PSM Terminal - Main Level Floor Plan - Potential Training Room Location



PEASE DEVELOPMENT AUTHORITY

DESIGNED BY: MRM DATE: 2/2/16 SCALE: 1/32"=1'

64 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03991

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Lonza Biologics, Inc. ("Lonza") from January 1, 2018 through December 31, 2018 to include four (4) one (1) year options to extend which may be exercised by Lonza with the approval of the Executive Director, for the purpose of providing temporary contractor and employee parking; on substantially the same terms and conditions set forth in the Right of Entry dated February 13, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\ROELonzaIronParcel 0318.docx

February 13, 2018

Simon Trigg  
Lonza Biologics, Inc.  
101 International Drive  
Portsmouth, NH 03801

Re: Right of Entry - 70/80 Corporate Drive ("Iron Parcel")  
Pease International Tradeport, Portsmouth, NH

Dear Mr. Trigg:

This letter will authorize Lonza Biologics, Inc. ("Lonza") and/or its agents and contractors to enter upon a portion of the premises at 70/80 Corporate Drive (aka "Iron Parcel") as shown in the attached Exhibit A (the "Premises"), for a period beginning January 1, 2018 through December 31, 2018, with four (4) one (1) year options to extend, for the purpose of providing temporary contractor and employee parking. This Right of Entry will expire at the close of business on December 31, 2018, unless otherwise extended by agreement of Lonza and Pease Development Authority. This Right of Entry is subject to the approval of the PDA Board of Directors whose next meeting is scheduled for March 15, 2018.

This authorization is conditioned upon the following:

1. Lonza understands and acknowledges that this Right of Entry; (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.
2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the Lonza'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.
3. To the extent caused by the negligence of Lonza, Lonza's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and bodily injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein.

Lonza expressly waives all claims against and agrees to indemnify and hold harmless the Pease Development Authority for any such loss, damage, bodily injury or death caused by or occurring as a consequence of Lonza's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.

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

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

5. Lonza's agreement, at its sole cost and expense, to maintain the parking surface throughout the term of this Right of Entry. Lonza further agrees that Lonza shall not allow any waste, damage, or destruction to occur to the Premises or any degradation to the quality of the storm water runoff in connection with this Right of Entry.

6. Lonza's agreement to implement the measures to prevent gravel, dirt or debris being tracked onto Goose Bay Drive or any other Pease roadway. Lonza agrees to sweep those roadways as necessary.

7. Lonza's agreement that at the conclusion of this Right of Entry, Lonza shall, at its sole cost and expense, repair any such waste, damage or destruction that occurred during the term of this Right of Entry and shall substantially restore the Premises to the same or better condition existing prior to the commencement of any work undertaken pursuant to this Right of Entry.

8. Lonza's agreement to pay Pease Development Authority, the sum of \$4,125.00 per month for the use of the Premises during the term of this Right of Entry. PDA shall invoice Lonza on a monthly basis for the use of the Premises.

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

Simon Trigg  
Lonza Biologics, Inc.  
February 13, 2018  
Page 3

Premises. Lonza acknowledges and agrees that, except as otherwise set forth herein, no legal rights in the Premises shall arise or accrue to it by virtue of this Right of Entry.

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

Very truly yours,



David R. Mullen  
Executive Director

DRM/smg

cc: Maria J. Stowell, P.E., Manager- Engineering  
Mark H. Gardner, Deputy General Counsel

Agreed and accepted this 14 day of FEBRUARY, 2018

LONZA BIOLOGICS, INC.

By:

  
Duly authorized

Printed Name/Title: HERVE BERDOU, Site Head.

Date: 14<sup>th</sup> FEBRUARY 2018.



EXHIBIT "A"

PREMISES



**MEMORANDUM**

TO: Pease Development Authority Board of Directors  
FROM: David R. Mullen, Executive Director *DM*  
RE: Contract Reports  
DATE: March 15, 2018

\*\*\*\*\*

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

- Project Name: Quantum Secure, Inc.  
PDA Obligation: \$4,000.00\*  
Board Authority: Vice-Chairman Loughlin  
Summary: Configuration of new badge printer for Portsmouth International Airport at Pease ("PSM")

\*Item was \$1,406.24 over estimated cost. Approval was sought for this amount.

N:\RESOLVES\Resolves\2018\Contractrpt 0318.docx



part of HID Global

3590 North First Street  
Suite 320  
San Jose, CA 95134  
USA

0053105 HO-A7000  
AVIATION  
INVOICE APPROVAL  
Dept. Head: Paul E. Br 2/27/18  
Exec. Dir.: \_\_\_\_\_

INVOICE

NUMBER 11600000612	DATE 26-FEB-18	PAGE 1 of 1
-----------------------	-------------------	----------------

ALL CHECK PAYMENT MUST BE PAYABLE TO:  
Quantum Secure C/O HID Global Corporation  
611 Center Ridge Dr  
Austin TX 78753

REMIT TO

BILL TO

Pease Development Authority  
36 Airline Avenue  
Portsmouth NH 03801  
USA

SHIP TO

Pease Development Authority  
55 International Dr  
Portsmouth NH 03801  
USA

THANK YOU FOR YOUR BUSINESS

PURCHASE ORDER NUMBER SOW New Badge Printer Configuration		SALES ORDER NUMBER 11601000469	LOCATION NH,Portsmouth		CUSTOMER NO 120242	DELIVERY NO.: SOW New Badge Printer Configur	
TERMS NET 30		DUE DATE 28-MAR-18	VAT NO.		CONTACT		
SHIP DATE		SHIPPED VIA			SHIPPING REFERENCE		
ITEM NO	PART NUMBER /CUSTOMER REFERENCE NUMBER / DESCRIPTION	QUANTITY			TAX %	UNIT PRICE	EXTENDED AMOUNT
		ORDERED	SHIPPED	BACK ORD			
1	QS-50019 Badge configuration professional services Country of origin:	1			0	2,000.00000	4,000.00
SPECIAL INSTRUCTIONS HID FEID: 20-2491989  To review the current version of the HID Global Sales Policy visit: <a href="http://www.hidglobal.com/sales-policy">http://www.hidglobal.com/sales-policy</a>		SUBTOTAL		TAX	SHIPPING/HANDLING	TOTAL	
		4,000.00		0.00	0.00	4,000.00	
							Currency:USD

00-110-1650 \$4,000.00

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into Amendment No. 11 to extend the Consulting Agreement with Daniel Fortnam from April 1, 2018 through September 30, 2018 with one (1) option to extend through March 31, 2019, exercisable at the Executive Director's sole discretion; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated March 6, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\Resolves\2018\FortnamContractExt 0318.docx

**To:** David R. Mullen, Executive Director *DM*  
**From:** Paul E. Brean, Airport Director *PuB*  
**Date:** 3/6/2018  
**Subj:** Daniel Fortnam Air Service Development Contract

---

The Pease Development Authority (“PDA”) has an agreement with Daniel Fortnam to provide air service development services. On March 15, 2017, Amendment 10 of the Agreement was approved by the Pease Development Authority Board of Directors which extended it through March 31, 2018.

At the March 15, 2018 meeting, I request that you seek Board approval to enter approve the extension of the Agreement for air service development services effective April 1, 2018 through September 30, 2018, with an option to extend at the discretion of the PDA Executive Director through March 31, 2019. Mr. Fortnam’s compensation will continue to be \$2,083.33 per month (\$12,500 for the six-month period). All other terms and conditions of the Agreement shall continue to be applied for the duration of the extension.

Please do not hesitate to contact me with any questions.

**AMENDMENT No. 11**  
**CONSULTING AGREEMENT**

THIS AMENDMENT No. 11 to the CONSULTING AGREEMENT made effective the 1st day of April, 2016, by and between Daniel C. Fortnam, 24 Olde Homestead Drive, Marston Mills, MA 02648 ("Consultant"), and the Pease Development Authority ("PDA") 55 International Drive, Portsmouth, NH 03801, an agency of the State of New Hampshire established pursuant to RSA ch. 12-G.

**WHEREAS**, PDA and Consultant entered into a Consulting Agreement ("Agreement") effective January 1, 2011 through December 31, 2011.

**WHEREAS**, by Amendment No. 10 the term of the Agreement was extended through March 31, 2018.

**NOW, THEREFORE**, in consideration of the mutual undertaking, covenants and agreements hereinafter contained, PDA and Consultant hereby agree as follows:

1. **TERM**: The term of this Consulting Agreement is extended from April 1, 2018 through September 30, 2018; and is amended to include one (1) option to extend the contract through March 31, 2019, exercisable at the sole discretion of the Executive Director of the PDA;

2. All other terms and conditions of the Consulting Agreement, as amended, shall remain in full force and effect and continue to be binding upon the Parties.

EXECUTION

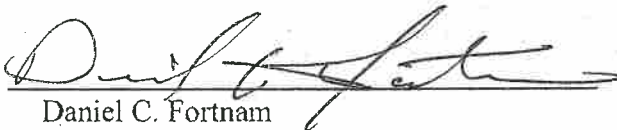
IN WITNESS WHEREOF, the Pease Development Authority and Consultant have executed this Amendment No. 11 to the Consulting Agreement effective as of April 1, 2018.

PEASE DEVELOPMENT AUTHORITY

By:   
\_\_\_\_\_  
David R. Mullen, Executive Director

Date: 2/27/18

CONSULTANT

By:   
\_\_\_\_\_  
Daniel C. Fortnam

Date: 2.23.18



## MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Quantum Secure, Inc. in the amount of \$25,000.00 for the purpose of purchasing an upgrade to PDA's connection to its Designated Aviation Channeler; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated March 7, 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. Quantum Secure provided PDA's current software and "connector."
2. Quantum Secure is the contractor that has been authorized by the Transportation Security Clearinghouse ("TSC") to complete this work and will be doing so for all other airports using the TSC.

Note: This Motion requires 5 affirmative votes.

N:\RESOLVES\2018\Quantum-DAC 0318.docx

## MEMORANDUM

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

From: Paul Brean, Airport Director *PB*

Date: March 7, 2018

Subject: New Connection to DAC for Airport Security

As you know, Airport Management requires security checks of all individuals needing access to the airfield. This list includes the Pease Development Authority ("PDA"), tenants, contractors, and airline employees. These security checks are conducted through a Designated Aviation Channeler ("DAC") that has access to the federal agencies which possess the required background information.

Transportation Security Clearinghouse ("TSC") is PDA's current vendor to provide DAC services. TSC is in the process of upgrading its background check system. The new system will provide improved security of data transmission, increased performance in overall service, and the ability to utilize Custom and Border Patrol's enhanced badging program. In order to access TSC's upgraded system, PDA needs to upgrade its connection to that system.

The work to upgrade the connection must be provided by PDA's contractor, Quantum Secure, Inc. ("Quantum Secure"). Quantum Secure provided PDA's current software and "connector." Quantum Secure is the contractor that has been authorized by TSC to complete this work and will be doing so for all other airports using the TSC.

Quantum Secure has submitted a proposal to accomplish the work for \$25,000. After reviewing the proposal, including contacting other airports, we believe the cost reflects the effort required and is in line with costs paid by other airports for similar work.

At next week's meeting, please request Board approval to enter into a contract with Quantum Secure, Inc. in an amount of \$25,000 to provide services related to upgrading PDA's connection to its Designated Aviation Channeler and to waive the RFP process for the reasons cited above.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with iHeartMedia, Inc. (“iHeartMedia”) in a total amount not to exceed \$34,170.00 for radio advertising; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated March 1, 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. iHeartMedia has strategically located media outlets in the specific areas where PDA wishes to advertise;
2. iHeartMedia’s radio stations appeal to the customer base that PDA wishes to reach.

Note: This Motion requires 5 affirmative votes.

N:\RESOLVES\Resolves\2018\PSM-iHeartMedia 0318.docx

MEMORANDUM

To: David R. Mullen, Executive Director *DM*  
From: Paul Brean, Airport Director *PB*  
Re: iHeartMedia, Inc./Radio Advertising Agreement  
Date: March 1, 2018

---

As you may recall, PDA instituted a local and reverse marketing media campaign in an effort to promote air passenger service to and from Myrtle Beach, South Carolina, Orlando, Fort Meyers, Florida and Pease International Airport at Pease (PSM). As this campaign has proven to be successful, it would be beneficial to continue with the promotion effort to increase air passenger service through PSM.

iHeartMedia, Inc. (“iHeartMedia”) through its numerous media outlets and radio stations is ideally situated to handle this account as it has strategically located radio stations in the areas where Allegiant Air provides air passenger service. Additionally, iHeartMedia stations appeal to the customer base PDA would like to cultivate.

At the meeting of the Board scheduled for March 15, 2018, please request authority to enter into an agreement with iHeartMedia in the amount of \$34,170 for the purpose of managing a local and reverse marketing campaign. Additionally, please request a waiver of the bid process premised upon the following reasons; 1.) iHeartMedia has strategically located media outlets in the specific areas where PDA wishes to advertise, and 2.) iHeartMedia’s radio stations appeal to the customer base that PDA wishes to reach. PDA will use funds out of the \$65,000 for advertising which was previously approved of by the Board.

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# Portsmouth International Airport

Total Weather Network  
2017-2018 Fiscal Year

## NH Components:

- 49x :05 second Billboard Name Mentions per week
  - 49x :15 second Commercials per week
  - Reaches over 300,000 people 35+ weekly
  - Weekly Investment: \$735
- Already Booked: 10 Weeks @ \$7,350**  
**Proposed: 12 Week Investment: \$8,820**

## Florida/SC Components 2018:

- XXx :05 second Billboard Name Mentions per week
  - XXx :15 second Commercials per week
  - Reaches over 350,000 people 55+ weekly
  - Weekly Investment: \$3,000
- 6 Week Investment: \$18,000**

## Schedule:

Statewide TTWN

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## MOTION


Director Torr:


The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with McFarland-Johnson, Inc., in a total amount not to exceed \$118,680.00 for the purpose of replacing the existing roof at the Portsmouth International Airport at Pease ("PSM") and the design of a new baggage handling system at PSM; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated March 7, 2018, attached hereto.

Note: Roll Call vote required.

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## MEMORANDUM

To: David R. Mullen, Executive Director 

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

Date: March 7, 2018

Subject: Terminal Roof and Baggage Handling

Last November the Board approved \$600,000 for PDA's airport consultant, McFarland-Johnson, Inc., to design a terminal expansion project. As that work has proceeded, staff has considered the impact and timing of other scheduled terminal projects. This memo is to discuss staff recommendations and to seek funding for projects that can be accomplished more efficiently if coordinated with the terminal expansion project.

### Terminal Roof

The roof on the 1998 terminal is in need of replacement. PDA's latest CIP has programmed \$500,000 in FY 2021 for the work. Because our Maintenance Department is concerned with waiting three more years for a replacement, we have investigated the possibility of re-roofing the existing building at the same time as the terminal addition. The project architect was planning to design and specify a roof system for the new expansion. However, to replace an existing system, the architect is recommending that we engage a consultant with wider experience in designing and detailing a replacement. The cost of the additional services is \$39,300. We believe a savings on the construction cost will be realized by performing this work in conjunction with the building addition. We also agree that, in consideration of the importance of producing a water tight building, hiring a roofing specialist is justified.

To document the as-built conditions of the existing roof, we may require the services of a roofing contractor to create and seal investigation openings at a number of locations throughout the roof area. This cost is not included in the above quote. I recommend an allowance of \$5,000 to cover this cost, if needed.

Recommendation: Authorize the expenditure of up to \$44,300 for design services related to the replacement of the roof on the 1998 Terminal Building. The McFarland-Johnson contract would be amended to add \$39,300, and up to \$5,000 would be used to hire a roofing contractor for investigative work.

## Baggage Handling

While scoping the terminal expansion project, it was assumed that the baggage handling train would, for the most part, remain as it exists both during construction and afterward. However, recent planning exercises have demonstrated an immediate need to relocate the baggage screening and sorting operations. The need stems from the limitations of current baggage handling system to handle existing demand and the desire to be able to expand to meet future demand. Along with the design team we have devised a new baggage flow scheme, which if implemented in the first phase of the construction, will minimize the amount of temporary construction and reduce the need to relocate operations during construction. The additional work to plan, design, and specify the baggage handling operation was not included in the original scope and the consultant has requested an additional \$74,380 to assist with this work.

Recommendation: Authorize an amendment to the McFarland-Johnson, Inc. contract of up to \$74,380 for design services related to relocating baggage handling operations.

Please seek approval for these projects at the March Board meeting.



## MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to amend the contract with Eckhardt & Johnson, Inc., to include the amount of \$211,750.50 for the purpose of replacing the terminal rooftop units, VAV controllers, and all associated work; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated March 6, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\EckhardtJohnson 0318.docx

## MEMORANDUM

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

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

Date: March 6, 2018

Subject: Terminal Mechanical Units

The two twenty year old mechanical units at the terminal have been experiencing a multitude of problems. A significant problem is that the units are unable to provide enough cool air to maintain 70.4 degrees at the passenger security checkpoint. Transportation Security Administration ("TSA") facility specifications require that security screening checkpoints maintain a room temperature of 70.4 degrees. Failure to maintain the specified room temperature can result in an immediate closure of the security checkpoint.

PDA anticipated replacement of the units in this fiscal year and next at an estimated the cost of \$175,000. At this time, staff recommends that both units be replaced prior to the upcoming cooling season. Any delay will have very negative impacts on the use of the building over the summer.

Staff procured a price from Eckhardt & Johnson, PDA's competitively selected mechanical contractor, to replace the units and to replace controllers for the variable air valves (VAVs). The controller replacement will allow a better balance of heating and cooling throughout the building. The cost is \$211,750.50. (See attached.)

The bulk of the cost for this work is in purchasing the equipment. E&J obtained prices from a number of equipment manufacturers for comparison and has recommended that the existing Trane units be replaced in kind. Using the same manufacturer will eliminate the need to resize the existing roof curb and replace the existing control software. We believe the quoted price is reasonable and justified.

At next week's meeting, please ask the Board to authorize an amendment to the Eckhardt & Johnson contract in the amount of \$211,750.50 to replace the terminal rooftop units, VAV controllers, and all associated work as outlined in Eckhardt & Johnson's proposal dated February 22, 2018.

N:\ENGINEER\Board Memos\2018\Terminal Mechanical Units.docx

Eckhardt & Johnson

MECHANICAL CONTRACTORS

896 Goffs Falls Road, Manchester, NH 03103-3203
Tel. 603-622-7493 • Fax 603-647-4618
Email: info@eckhardtjohnson.com



February 22, 2018
Pease Development Authority
55 International Drive
Portsmouth, N.H. 03801
Attn: Dane Kirkwood

BUDGET PROPOSAL (REVISED & UPDATED)

SUBJECT: Replacement quote for the 60 & 10 ton rooftop units at the Pease terminal building.

SCOPE: Eckhardt & Johnson proposes to supply labor and material to install the following:

- #1) Set up and layout for project.
#2) Demo old units, remove the gas piping, controls, and electrical. Evacuate all refrigerants and oils from units to be delivered to salvage yard.
#3) All related permits for the install of the new units and crane permit.
#4) Install one new 60 ton Trane rooftop unit model # SFHLF604 reusing the existing curb as spec'd by Trane.
#5) Install one new 10 ton Trane rooftop unit model #YSC120F4 with adaptor curb.
#6) Install new gas piping connections from the existing gas piping.
#7) Install all electrical power wiring connections from existing power source.
#8) Reconnect all related controls by Control technology.
#9) Complete start up of both units.
#10) Complete balancing of both systems with balancing reports.

PRICING: One Hundred Seventy-Six Thousand Three Hundred Thirteen Dollars and no Cents.....(176,313.00)

Add on to base price to replace the existing controllers for 20 vav boxes to open bac net controllers.(\$ 35,437.50)

EXCLUSIONS: No warranty on existing systems. No Vav box replacements.

211,750.50

This proposal is good for 30 days from date of proposal.

The Owner hereby accepts the foregoing proposal and the parties hereto have executed this Contractor Agreement as set forth on the following page as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ECKHARDT & JOHNSON, INC.
("Contractor")

("Owner")

By: \_\_\_\_\_

By: \_\_\_\_\_

Dave Broughton 603 686-0803
PRINT NAME

PRINT NAME

Estimator/Project Manager
TITLE


TITLE

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the "Agreement") is made by and between ECKHARDT & JOHNSON, INC., a New Hampshire corporation with a principal place of business located at 896 Goffs Falls Road, Manchester, New Hampshire 03103-3203 ("Contractor") and the Owner (as identified on the attached proposal), who agree as follows:

1. Services to be provided. The Contractor shall perform services necessary or proper for or incidental to the performance and completion of the Work as defined in "The Scope of Work" on the front of this proposal.

## Memorandum

**To:** Paul Brean, Airport Director  
**From:** Sandra McDonough, Airport Community Liaison   
**Date:** 3/7/2018  
**Subj:** Noise Report for January 2018

---

The Portsmouth International Airport at Pease received a total of four noise inquiries in January, 2018. There were three rotor wing inquiries and one fixed wing inquiry.

The three rotor wing inquiries originated from two Portsmouth residences and one from Cambridge, Massachusetts. The caller residing on Miller Avenue in Portsmouth was concerned that locally based Seacoast Helicopters are flying in the same path over Portsmouth. The Ruth Street residence in Portsmouth, NH inquired on the noise of a CH53E Super Stallion Helicopter. The caller from Cambridge, Massachusetts called concerning large military helicopters flying very low over her home.

The only fixed wing inquiry originated out of Durham, NH. The caller was concerned about two military aircraft that made her home vibrate.

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.

## Memorandum

**To:** Paul Brean, Airport Director

**From:** Sandra McDonough, Airport Community Liaison 

**Date:** 3/6/2018

**Subj:** Noise Report for February, 2018

---

The Portsmouth International Airport at Pease received a total of 15 noise inquiries in February, 2018. There were 12 rotor wing inquiries, two fixed wing inquiries and one combination fixed and rotor wing inquiry.


The 12 rotor wing inquiries originated from two Portsmouth residences. Both the Miller Avenue resident and the Ruth Street resident were concerned that locally based Seacoast Helicopters are flying the same route over their houses each time there is a scenic tour.

The two fixed wing inquiries originated from Rye and Greenland. The residence from Greenland inquired concerning large turbojet aircraft flying over his house at night. The resident in Rye called concerning loud planes flying over his house. His call came after four Italian Air Force fighter jets departed Runway 16 due to weather conditions.

The last concern involved both rotor and fixed wing aircraft and originated from an Eliot, ME residence. The Maine resident was calling about US Military Helicopters and Italian Military fighters flying over his home.

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.

MEMORANDUM

**TO:** Irv Canner, Finance Director  
**FROM:** Susan M. Gagne, Paralegal   
**CC:** David R. Mullen, Executive Director  
Lynn Marie Hinchee, Deputy Director and General Counsel  
**DATE:** March 2, 2018  
**RE:** Invoice for Legal Services – Sheehan Phinney Bass & Green PA

\*\*\*\*\*

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Funds for Legal Services” adopted by the Board on January 19, 2017 (attached), I am submitting the following bills for legal services for payment:

Sheehan Phinney Bass & Green PA	\$319.00
Re: Tradeport – General Representation Through December 31, 2017	
Sheehan Phinney Bass & Green PA	<u>\$18,444.00</u>
Re: CLF Through December 31, 2017	
<b>TOTAL</b>	<u><b>\$18,763.00</b></u>

We will report the payment of these invoices at the Board meeting scheduled for March 15, 2018. Please let me know if you have any questions.

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**Limited Delegation to Executive Director:  
Consent, Approval and Expenditure of Funds for Legal Services**

- Summary: This delegation covers the consent, approval and payment of fees for Legal Services by the Executive Director and the authority of the Executive Director to correct errors in connection with the allocation of fees in situations where representation is shared by PDA and a third party. This delegation is intended to grant limited authority to the Executive Director to make payments for legal fees at times when the PDA Board of Directors has no regular meeting scheduled and the legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters. The Board has delegated authority to the Executive Director, subject to concurrence by one member of the Legal Bill Review Committee of the PDA Board of Directors, to consent to, approve and execute the required documentation and to expend funds up to \$50,000. This authorization is subject to the conditions set forth below being satisfied.
- Transaction: Consent, approval, and execution of required documents and expenditure of funds for the payment of fees for legal services.
- Amount: Up to \$50,000 per entity
- Execution Document: None.
- Authority to Execute: Executive Director with review and approval of General Counsel and with concurrence of one member of the Legal Bill Review Committee of the PDA Board of Directors
- Conditions: The request for payment of fees for legal services subject to this delegation of authority shall not be consented to, approved, or the expenditure made unless all of the following conditions are satisfied:
1. The legal services provided are specifically related to ongoing litigation, administrative orders or regulatory matters.
  2. The PDA Board of Directors has no regularly scheduled meeting within 21 days of the invoice date.
  3. The conditions set forth above do not apply to corrections of errors in the allocations of fees shared by PDA and a third party.
- Reporting Requirements: Any legal bill authorized to be paid and any funds expended pursuant to this delegation shall be reported to the Board at its next regular meeting.

**ADOPTED: January 19, 2017**

P:\DELEGATIONS\Legal Bills.docx

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$319.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$319.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$319.00
	-----
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ \_\_\_\_\_



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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

-----  
CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$18,444.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$18,444.00
	-----
BALANCE DUE:	\$18,444.00
	-----
	-----

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

AMOUNT PAID... \$ \_\_\_\_\_

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$38,393.00 for the following legal services rendered to the Pease Development Authority:

1.	Anderson & Kreiger, LLP		
	Through January 31, 2018	<u>\$612.00</u>	
			<u>\$612.00</u>
2.	Sheehan Phinney Bass + Green		
	CLF/Through January 31, 2018	\$36,308.00	
	Tradeport-General Representation		
	Through January 31, 2018	\$870.00	
	Regulatory Issues Relating to Port		
	Through January 31, 2018	<u>\$603.00</u>	
			<u>\$37,781.00</u>
	Total		<u>\$38,393.00</u>

Note: Roll Call vote required.



ANALYSIS - LEGAL FEES  
 ENVIRONMENTAL MATTERS

ANDERSON & KREIGER, LLP		
<u>DATE</u>	Conservation Law Foundation	Fiscal Year Total
FY18	\$1,057.50	\$1,057.50
<b>Sub Total</b>	\$1,057.50	\$1,057.50
	\$1,057.50	\$1,057.50
Through January 2018		

# **ANDERSON**

---

# **KREIGER**

50 Milk Street, 21st Floor  
Boston, MA 02109  
(617) 621-6500  
EIN: 04-2988950

February 21, 2018

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

Reference # 124214 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Total Current Billing:	612.00
Previous Balance Due:	0.00
<b>Total Now Due:</b>	<b>612.00</b>

**PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS**

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$36,453.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$36,453.00
	-----
LESS RETAINER:	\$145.00
	-----
TOTAL BALANCE DUE:	\$36,308.00
	-----
	-----

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

AMOUNT PAID... \$ \_\_\_\_\_

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation  
-----  
CLIENT/CASE NO. 14713-10167  
BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$870.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$870.00
	-----
PREVIOUS BALANCE:	\$319.00
	-----
TOTAL BALANCE DUE:	\$1,189.00
	-----
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ \_\_\_\_\_

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relatng to Port Operations

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$603.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$603.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$603.00
	-----
	-----

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ \_\_\_\_\_





*Division of Ports and Harbors Advisory Council  
555 Market St.  
Portsmouth, NH 03801  
Tel 603-436-8500  
Fax 603-436-2780*

**PORT ADVISORY COUNCIL MEETING MINUTES  
WEDNESDAY, JAN 3, 2018**

PRESENT: Don Coker, Chairman  
Erik Anderson, Vice-Chairperson  
Roger Groux  
Brad Cook  
Chris Snow  
Chris Holt  
Geno Marconi, Director, DPH

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:05 p.m.

2. APPROVE MINUTES

Chris Holt made a motion to accept the December 6, 2017 minutes, Brad 2<sup>nd</sup>, the minutes were unanimously approved.

3. FINANCE REPORT

Jeff Gilbert was not in attendance. The members reviewed the report for the period ending Nov 30, 2017. There were no questions regarding the report although Chris Snow did ask if Jeff Gilbert would be in attendance at some point as he plays an integral part of evaluating the report and a part of the council. Don Coker said he would reach out to him and Director indicated he would be seeing him on January 18<sup>th</sup>.

4. DIRECTOR'S REPORT

- Security Light Replacement, Market St. Terminal, Director explained the project and why it was necessary. The total cost is about \$15,430, we are receiving a rebate on the cost of the replacements. Discussion ensued.
- Jeff Gilbert-Commissioner Caswell has decided to keep Jeff on as his designee.
- Commercial Mooring Transfers, Richard Anderson to Mary Hauze and Richard Anderson to James Jones. One is a gillnetter and the other is a tuna fishing boat.
- Director spoke about the passing of Bert Condon, Harbormaster since 1990 and PJ Johnson of the Portsmouth Pilots. Both will be missed greatly and leave a void within each of their



*Division of Ports and Harbors Advisory Council  
555 Market St.  
Portsmouth, NH 03801  
Tel 603-436-8500  
Fax 603-436-2780*

professions. Roger asked how the passing of PJ will affect the pilots, is there a shortage? Chris H. replied and let him know they feel they are able to handle the work load as it is now, but will eventually be bringing someone in, they are taking their time to be sure they get the right person in the position. He indicated that the Navy has a new pilot, and he can be used for some jobs up to the Memorial Bridge if needed. For any new interested pilots, the Coast Guard will administer the federal test and then he has to fulfill a certain number of trips in order to become a State Pilot, once that is completed, the approval process will go through the Port Director, there is no state test. Erik asked if the fleet needs to be expanded, Chris replied that there is a new tug there but will be heading over to the Shipyard shortly. Eventually they will be back down to 3 tugs not 5.

- Manchester FTZ-Director passed out a map of the proposed Alternative Site Framework area for the Foreign Trade Zone which is defined as within a 90 min drive or within 60 miles from the outer limits of a Customs Port of Entry. The main reason for pursuing the ASF is to make it easier for us to manage the FTZ and for NH companies to participate in the FTZ benefits. Notifications were sent to all County Commissioners, and Director, along with the FTZ Solutions Company folks are trying to visit all of the counties. Additionally, Director said he was very surprised by the amount of manufacturing going on in Sullivan County. It is about an 8 month timeframe to get through the approval process. Discussion ensued.
- Director spoke about moving ahead with the vessel service electrical replacement on Portsmouth Fish Pier. The Oak Point Engineers have the design completed, Appledore has the bid packages ready, and the Request for Proposal process will be waived for this project as the need is urgent to get this completed. This is going to be an expensive project as there was more involved than originally thought. Erik asked about how the replacement will affect future reconditioning of the pier, Director let everyone know that the condition inspection has been done and it's not in bad shape so it shouldn't be a deterrent to any major repairs that might need to be done.
- Roger asked if anyone had heard anything regarding the Bascule bridge project, Director has not heard anything and Don has not either, Don reminded all that they are considered a "consulting party" on the project and therefore should be getting notified of any activity. Roger asked about the Sarah Long Bridge, he heard there were electrical problems? Director said they had some computer folks out there to go through the system, but hasn't heard much more about that. Still no date set for opening.

#### 5. COMMITTEE REPORTS

**Fisheries**-Erik let us know that there is no shrimping, no fishing and folks are still out lobstering as much as they can, but it hasn't been very productive. There are a few important meetings coming up, some issues with lobster fishing, right whales and some other items of interest but nothing earth



*Division of Ports and Harbors Advisory Council  
555 Market St.  
Portsmouth, NH 03801  
Tel 603-436-8500  
Fax 603-436-2780*

shaking. He let Geno know that the folks that use the Portsmouth Fish Pier are anxious about getting electricity service back. Director mentioned that the Atlantic States Marine Fishery Committee has allocated 2 mil pounds of Menhaden to NH. Erik added that he mentioned that last month and some rules will need to be amended. Director hopes we get the landings otherwise future allocations will be affected. Some discussion.

**Government**-There is no representative from the City designated as of yet, there are a couple people interested but from what Don has heard the mayor is waiting until everyone gets settled into their new roles and determine where their interests are. He is hoping by the next meeting there will be someone designated. All in all everyone on the council hopes that the person designated is involved in the maritime industry and is conscious of the importance of the role of the Port. Discussion ensued including the fact that Newington doesn't have a seat at the table and if there is anything the council can do to help.

**Moorings**-Chris S reported that all permits and wait list apps have been mailed out. March 1<sup>st</sup> is the deadline, which means spring is just right around the corner-77 days to be exact.

**PDA Liaison**-Roger let the council know that Pease is doing well and expanding. Wentworth Douglass Hospital are looking at adding new buildings. The airline terminal is considering expanding, the golf course had a terrific year. Chris H. asked if anyone knew if Pease has been approached to allow senior housing as an option for the property and unfortunately, it is not. The helicopter pad is moving to the north end of the field, which means they will have their own flight path and should eliminate many of the noise complaints.

**Maritime/Public Affairs**-No report, the PMC was moved to the 2<sup>nd</sup> Tuesday and therefore they haven't had their meeting yet. He will have a report next month.

**Dredging**-Nothing new to report, the next meeting is Feb 7<sup>th</sup>. He will have an update next month. Erik asked when the Corps publishes their schedule. Director said he should go onto the Army Corp of Engineers website as all of the information should be listed. <http://www.usace.army.mil/>

**Recreational Piers**-Brad reported that all is quiet. He did notice that winter storage seems to have picked up for this season, which is good news for revenue.

6. NEW BUSINESS

Annual Report is due to the Chairman of the Pease Development Authority Board of Directors. The 2017 monthly minutes will be gathered and will be sent to Kevin Smith this week. The annual Financial disclosure forms were sent out to you all and are due on January 19<sup>th</sup> (3<sup>rd</sup> Friday of January)

7. OLD BUSINESS



*Division of Ports and Harbors Advisory Council  
555 Market St.  
Portsmouth, NH 03801  
Tel 603-436-8500  
Fax 603-436-2780*

We were hoping to welcome the new representative from the City of Portsmouth, however, the mayor has not designated one as of yet.

8. PUBLIC COMMENT

There were no members of the public present.

8. PRESS QUESTIONS

No members of the press were present.

9. ADJOURNMENT

Roger made a motion to move the next meeting to Wednesday February 21, 2018, Erik seconded the motion, all in favor. Future meetings will be going back to the 2<sup>nd</sup> Wednesday of the month. A motion to adjourn was made by Roger Groux and seconded by Chris Snow. All in favor. The meeting adjourned at 7:16 P.M. .

MEMORANDUM

To: Pease Development Authority Board of Directors  
 From: David R. Mullen, Executive Director *DRM*  
 Date: March 15, 2018  
 Re: Commercial Use Mooring Permit Transfers

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

	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Isles of Shoals Harbor Transferor: Transferee:	No. 1735 Island Cruises, Inc. Granite State Whale Watch, Inc.	Commercial Charter	01/20/18
Rye Harbor Transferor: Transferee:	No. 977 Atlantic Fishing Fleet, Inc. Granite State Whale Watch, Inc.	Commercial Charter	01/20/18
Hampton Harbor Transferor: Transferee:	No. 7522 Richard Morgenstern Alexander Dailey	Commercial Charter	01/25/18
Rye Harbor Transferor: Transferee:	No. 7364 John Samonas Jonathan Tierney dba JT Fish Co.	Commercial Charter	02/16/18

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

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

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

These conditions have been met.

January 20, 2018

Susan Reynolds  
Island Cruises, Inc  
PO Box 66  
Rye, NH 03870-0066

RE: Request to Transfer Commercial Moorings  
Commercial Mooring No. 1735, Isles of Shoals Harbor, New Hampshire

Dear Ms. Reynolds:


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 Granite State Whale Watch, Inc of 1870 Ocean Blvd Rye, NH in connection with the sale of your commercial business.

You and Peter Reynolds of Granite State Whale Watch, Inc have represented that Granite State Whale Watch, Inc intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Granite State Whale Watch, Inc will continue to use the mooring for commercial 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 Granite State Whale Watch, Inc 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  
Granite State Whale Watch, Inc.,  
PDA Legal Dept.

TO: David Mullen, Executive Director, PDA

FROM: Geno J. Marconi, Director, DPH 

DATE: January 18, 2018

RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #1735, from Island Cruises, Inc to Granite State Cruises, Inc.

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

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



Division of Ports & Harbors  
Memorandum

To: Capt. Geno J. Marconi  
From: Chief H/M Tracy R. Shattuck *TS*  
Re: Commercial Transfer  
Date: January 16, 2018

---

Susan Reynolds of Island Cruises, Inc and Peter Reynolds of Granite State Whale Watch, Inc are requesting the transfer of a Mooring Permit (#1735) in Isles of Shoals mooring field. Attached is documentation of Granite State Whale Watch's commercial enterprise in the form of his Coast Guard license, brochure, and Secretary of State document. Also attached is the commercial documentation associated with Island Cruises, Inc. Attached is a transfer request from Susan Reynolds with the assertion that she sold her business and equipment to Granite State Whale Watch, Inc. Peter Reynolds has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #1735 be transferred to:

Granite State Whale Watch, Inc  
1870 Ocean Blvd  
PO Box 768  
Rye, NH 03870-0768

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.

January 20, 2018

Bradley Cook  
Atlantic Fishing Fleet, Inc  
PO Box 678  
Rye, NH 03870-0678

RE: Request to Transfer Commercial Moorings  
Commercial Mooring No. 977, Rye Harbor, New Hampshire

Dear Mr. Cook:

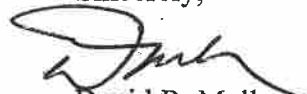
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Granite State Whale Watch, Inc of 1870 Ocean Blvd Rye, NH in connection with the sale of your commercial business.

You and Peter Reynolds of Granite State Whale Watch, Inc have represented that Granite State Whale Watch, Inc intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Granite State Whale Watch, Inc will continue to use the mooring for commercial 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 Granite State Whale Watch, Inc is being put on notice of this provision.

Thank you for your attention to this matter.

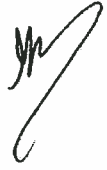
Sincerely,



David R. Mullen  
Executive Director

Enclosure

cc: Geno Marconi, Director PDA-DPH  
Granite State Whale Watch, Inc.,  
PDA Legal Dept.

TO: David Mullen, Executive Director, PDA  
FROM: Geno J. Marconi, Director, DPH   
DATE: January 18, 2018  
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #977, from Atlantic Fishing Fleet, Inc to Granite State Cruises, Inc.

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

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

Division of Ports & Harbors  
Memorandum

To: Capt. Geno J. Marconi  
From: Chief H/M Tracy R. Shattuck *TRS*  
Re: Commercial Transfer  
Date: January 16, 2018

---

Bradley Cook of Atlantic Fishing Fleet, Inc and Peter Reynolds of Granite State Whale Watch, Inc are requesting the transfer of a Mooring Permit (#977) in the Rye Harbor mooring field. Attached is documentation of Granite State Whale Watch's commercial enterprise in the form of his Coast Guard license, brochure, and Secretary of State document. Also attached is the commercial documentation associated with Atlantic Fishing Fleet, Inc. Attached is a transfer request from Bradley Cook with the assertion that he sold his business and equipment to Granite State Whale Watch, Inc. Peter Reynolds has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #977 be transferred to:

Granite State Whale Watch, Inc  
1870 Ocean Blvd  
PO Box 768  
Rye, NH 03870-0768

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.

January 25, 2018

Richard Morgenstern  
58 Wadleigh Point Road  
Kingston, NH 03848

RE: Request to Transfer Commercial Moorings  
Commercial Mooring No. 7522, Hampton Harbor, New Hampshire

Dear Mr. Morgenstern:

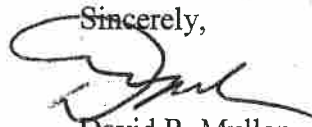
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Alexander Dailey of 9 Jana Road Salem, NH in connection with the sale of your commercial business.

You and Alexander Dailey have represented that Alexander Dailey 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 Alexander Dailey 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 Alexander Dailey 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  
Alexander Dailey,  
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.





**PEASE**

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: David Mullen, Executive Director, PDA

FROM: Geno J. Marconi, Director, DPH

DATE: January 24, 2018

RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7522, from Richard Morgenstern to Alexander Dailey.

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

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

○○○○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2780 www.peasedev.org

Division of Ports & Harbors  
Memorandum

To: Capt. Geno J. Marconi  
From: Chief H/M Tracy R. Shattuck *TCS*  
Re: Commercial Transfer  
Date: January 24, 2018


---

Richard Morgenstern and Alexander Dailey are requesting the transfer of a Mooring Permit (#7522) in the Hampton Harbor area 1 mooring field. Attached is documentation of Dailey's commercial enterprise in the form of his fishing license. Also attached is Morgenstern's permit and commercial documentation. Attached is a transfer request from Morgenstern with the assertion that he sold his fishing equipment and boat to Dailey. Dailey has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #7522 be transferred to:

Alexander Dailey  
9 Jana Road  
Salem, NH 03079-2261

TO: David Mullen, Executive Director, PDA  
FROM: Geno J. Marconi, Director, DPH   
DATE: February 15, 2018  
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7364, from John Samonas to Jonathan Tierney, dba JT Fish Co.

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

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

February 16, 2018

John Samonas  
111 Bow Street  
Portsmouth, NH 03801

RE: Request to Transfer Commercial Moorings  
Commercial Mooring No. 7364, Rye Harbor, New Hampshire

Dear Mr. Samonas:

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 Jonathan Tierney, dba JT Fish Co of 637 East 1<sup>st</sup> St Unit 102 Boston, MA in connection with the sale of your commercial business.

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

February 8, 2018

Mr. Philip J. Capolupo  
SPS New England, Inc.  
98 Elm Street  
Salisbury, MA 01952

RE: Right of Entry-Hampton Harbor Marine Facility-Hampton, NH

Dear Mr. Capolupo:

This letter will authorize SPS New England, Inc. ("SPS") of 98 Elm Street, Salisbury, MA, 01952 and/or its agents and contractors to enter upon the premises at Hampton Harbor Marine Facility in Hampton, NH ("the Premises") (Exhibit A) from February 12, 2018 through April 15, 2018 (the "ROE terms") for the purpose of loading and unloading construction equipment to/from a work barge; securing the barge and/or work boat on a space available basis at the marina; and locating a crane or comparable piece of equipment at facility for said loading/unloading. This Right of Entry ("ROE") will expire at the close of business on April 15, 2018 unless otherwise extended by agreement of SPS and Pease Development Authority B Division of Ports and Harbors ("PDA-DPH").

This authorization is conditioned upon the following:

1. SPS providing PDA-DPH, upon execution of this letter of authorization payment as required under Section 3 and evidence of insurance as required by Section 4;
2. SPS'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. SPS expressly waives all claims against the State of New Hampshire, the Pease Development Authority ("PDA") and its Division of Ports and Harbors for any such loss, damage, personal/bodily injury or death caused by or occurring as a consequence of SPS's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. SPS further agrees to indemnify, save, hold harmless, and defend the State of New Hampshire, the Pease Development Authority and its Division of Ports and Harbors, their 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 SPS's use of the Premises or any activities conducted or undertaken in connection with or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. SPS's agreement herein to pay PDA the sum of Five Hundred (\$500.00) Dollars per month for the use of the Premises. The first payment is due upon the execution of this ROE and subsequent payments are to be made on the first day of each month this ROE is in effect at the offices of PDA, 55 International Drive, Portsmouth, NH 03801 and made payable to "PDA-DPH."

4. SPS and/or any agent or contractor of SPS providing to the PDA satisfactory evidence of commercial general liability insurance endorsed for piers, docks and gangways, to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) per aggregate, Protection and Indemnity insurance, if applicable, to a limit of not less than One Million Dollars (\$1,000,000.00), automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) with the aforesaid policies naming the State of New Hampshire, the PDA and its Division of Ports and Harbors as additional insureds and evidence of workers compensation coverage to statutory limits, including, Longshore and Harbor Worker's Compensation Act coverage, as the same may be applicable, in such amounts and form which meet all federal and state laws specifically covering all personnel performing work in connection with this ROE (state law exclusion for proprietors, partners or executive officers not permitted).

Each such policy or certificate therefore 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 SPS, 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 State of New Hampshire, the PDA and its Division of Ports and Harbors; and (iv) provide that SPS's insurance shall be primary and non-contributing with respect to any insurance coverage, self-insured or otherwise, carried by PDA and its Division of Ports and Harbors.

5. SPS obtaining the prior written consent of the Director of the PDA-DPH before conducting any activities on the Premises, and thereafter complying with all terms and conditions of said consent.

6. SPS's agreement to maintain the Premises in a neat and orderly manner for the duration of this ROE and to leave the Premises in a neat and orderly condition which is equal to or better than the condition of the Premises upon the commencement of this ROE.

7. SPS's agreement that it will not use or store or release any hazardous substances on the Premises for the duration of this ROE. As used in this ROE, the term "Hazardous Substances" means any hazardous or toxic substance, material or waster, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is: (i) defined as "hazardous waste," under New Hampshire RSA ch.147-A; (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B; (iii) oil, gasoline or other petroleum product, (iv) asbestos; (v) listed under or defined as "hazardous substance" pursuant to

Mr. Philip Capolupo  
SPS New England, Inc.  
February 8, 2018  
Page 3

Parts Env-Wm 110, 211-216, 351-353, 400-100 (“Hazardous Waste Rules”) of the New Hampshire Code of Administrative Rules; (vi) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. ‘1317); (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903); or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601); and (ix) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively “Hazardous Substance Laws”).

As used in this ROE, the terms “release” and “storage” shall have the meanings provided in RSA 147-b:2, as amended, and the term “disposal” shall have the meaning provided in RSA 147-A:2.

8. SPS’s agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises.

9. SPS’s acknowledgment that PDA may terminate this ROE with or without cause by providing SPS with one week written notice. This ROE may be canceled immediately by PDA-DPH in the event SPS fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.

10. This ROE shall be construed and enforced in accordance with the laws of the State of New Hampshire. Any actions or proceedings with respect to any matters arising under or growing out of this ROE shall be instituted and prosecuted only in courts located in the State of New Hampshire. Notwithstanding any other provision of this ROE, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire, the PDA and its Division of Ports and Harbors. The sovereign immunity of the State of New Hampshire, the PDA and its Division of Ports and Harbors is reserved to the State of New Hampshire, the PDA and its Division of Ports and Harbors to the fullest extent allowed under law.

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

[Signature Page Follows]



Mr. Philip Capolupo  
SPS New England, Inc.  
February 8, 2018  
Page 4

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

Very truly yours,



David R. Mullen  
Executive Director

Agreed and accepted this 9 day of February, 2018

SPS NEW ENGLAND, INC.

By:   
Duly Authorized

Mr. Philip Capolupo  
SPS New England, Inc.  
February 8, 2018  
Page 5

EXHIBIT A

“PREMISES”



search this site



## NEWS RELEASE

**For Immediate Release**

February 16, 2018

**Contacts:**

Bill Boynton, Public Information Office,  
603-271-6495

### Repairs to NH Route 1A Lift Bridge in Hampton-Seabrook No Lift Operations at the Underwood Bridge for Five Weeks

The New Hampshire Department of Transportation (NHDOT) announces planned repairs are getting underway at the Neil R. Underwood Bridge that carries NH Route 1A over the Hampton River in Hampton – Seabrook. This repair work will not allow the drawbridge to be lifted from Monday, February 19 until Friday, March 23, 2018. The bridge will **remain** open to motor vehicle traffic during this time period, as well as marine traffic that can pass under the bridge in the closed position.

This bridge repair project involves the removal, repair, and reinstallation of the operating machinery for the drawbridge. Work will take place under the bridge using barges.

SPS New England, Inc. of Salisbury, Massachusetts is the contractor for the \$433,000 project, which has a final completion date of April 6, 2018.

New Hampshire Department of Transportation  
PO Box 483 | 7 Hazen Drive | Concord, NH | 03302-0483  
Tel: 603.271-3734 | Fax: 603.271.3914

## MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to amend the Right of Entry issued to Star Island Corporation to allow the placement of an additional 30' by 8' storage shed at the Burge Wharf; in accordance with the Memorandum of Geno J. Marconi, Division Director, dated March 6, 2018, attached hereto.

Note: Roll Call vote required.

N:\RESOLVES\2018\DPH-StarIslandShed 0318.docx



# PEASE


INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: March 6, 2018

To: Pease Development Authority (PDA) Board of Directors

From: Geno Marconi, Port Director 

Subject: Burge Wharf and Parcel A-2 Storage Building

The PDA Division of Ports and Harbors has been engaged in discussions with the Star Island Corporation (Star Island), Shoals Marine Laboratory (Shoals Lab) and the Isles of Shoals Steamship Company (ISSCo) regarding improving the operations and the overall appearance at the Burge Wharf and Parcel A-2 located on Market Street in Portsmouth. The Burge Wharf and Parcel A-2 is the area where both Star Island and Shoals Lab dock their vessels and load supplies and passengers and is the mainland link for activities on the islands. In addition, ISSCo utilizes a portion of that area for week-long parking for those people attending conferences at Star Island.

The discussions addressed the following points:

- Consolidating and sharing waste containers (dumpsters) thereby reducing the number of containers on the property
- Relocation of an existing storage shed from the street side of the property, to the water side closer to the dock as shown on the attached lot map
- Installation of an additional thirty foot (30') by eight foot (8') storage shed (graphic attached), as shown on the attached lot map

The importance of the sheds, and having the additional shed, is the ability to receive deliveries of supplies that are key to the activities on the islands when the freight boats are not in harbor. To further facilitate the receiving of deliveries at the Burge Wharf and Parcel A-2, Star Island will have an employee on site to coordinate deliveries and maintain the property. The fee for the shed will be \$1,000.00 a year beginning April 1, 2018 and concurrent with Star Island's current Right of Entry ("ROE") which expires on March 31, 2019.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve an amendment to the current ROE to allow the placement of a 30' by 8' storage shed at the Burge Wharf.

○ ○ ○ ○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2780 www.peasedev.org



## STAR ISLAND CORPORATION

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March 5, 2018

Geno Marconi, Director of Ports and Harbors  
Pease Development Authority  
Port of New Hampshire  
555 Market Street  
Portsmouth, NH 03801

Dear Director Marconi,

On behalf of the Star Island Corporation, and in consultation with the Isles of Shoals Steamship Company and the Shoals Marine Lab, it is my pleasure to submit the attached proposal for upgrades to and expansion of the existing support facilities on Parcel A2.

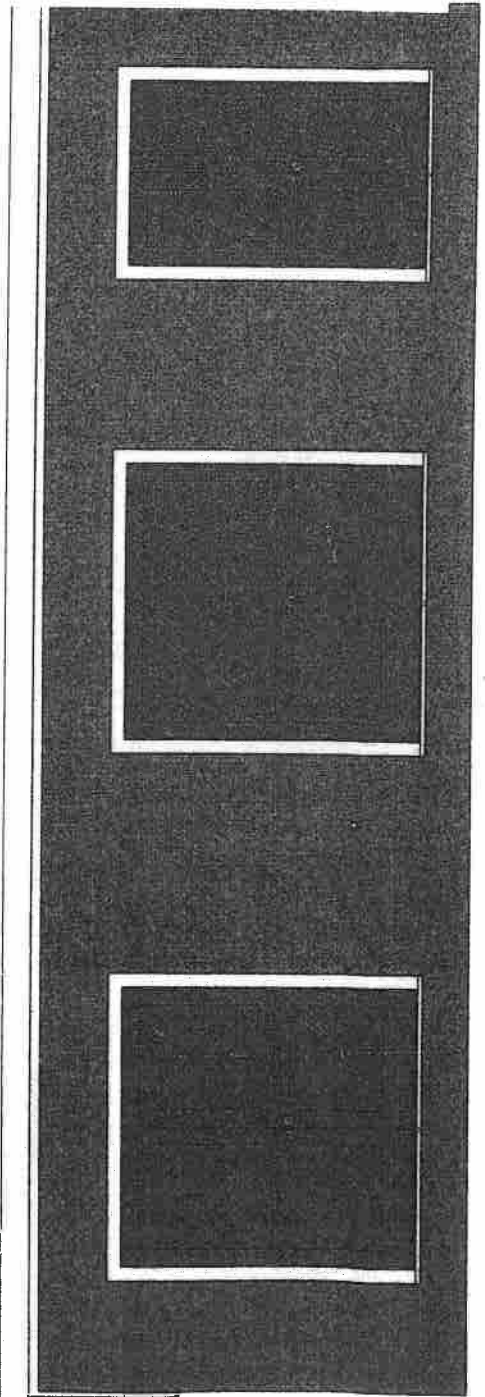
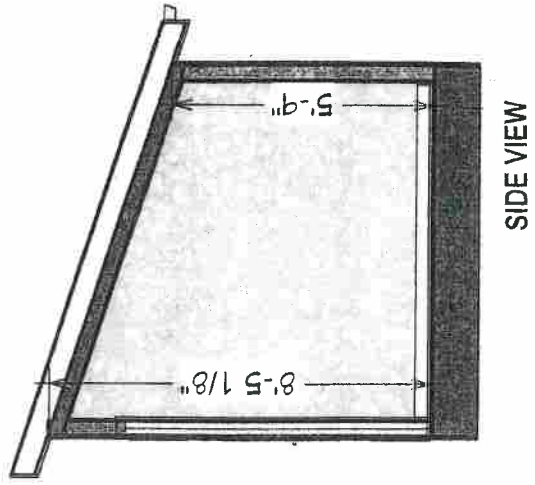
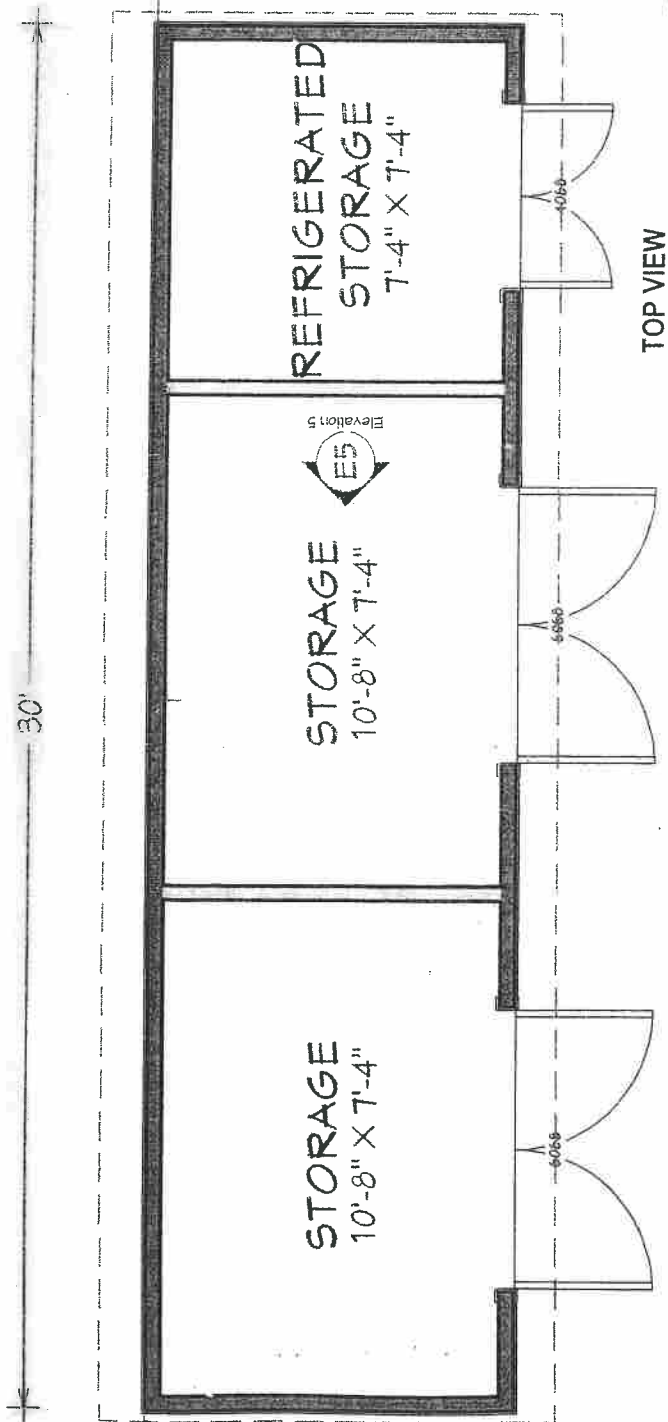
Over the last several years, business at Star Island has been on the rise – we have seen a 14% increase in conference enrollments. Additionally, more and more day visitors are coming to Star, recognizing it as a true NH treasure. As we've become increasingly open to the public over the last decade, our profile has expanded – we are routinely featured in local, state and national media, and we believe this exposure is good not only for Star Island, but for Portsmouth, the Seacoast Region and the State of NH as a whole. And we are doing more projects to take care of Star Island – a precious resource – including receiving large project grants, such as the recent large grant we received from the Land and Community Heritage Investment Program (LCHIP) for historic preservation of the Oceanic Hotel.

Our proposal for upgrade and expansion of our shore side facilities is necessary for us to keep up with the expansion of our operations to accommodate this much welcome increase in the number of visitors and projects. We share the same goals of wanting our facilities to be as safe, clean and secure as possible, and we believe that our proposal helps immeasurably in this regard. We also feel that our proposal is beneficial to all concerned parties, including the PDA. Traffic flow will be safer and more efficient, and we will be able to increase parking capacity and efficiency. Our proposal calls for a reduction in the number of dumpsters at the facility. It also calls for expansion of storage for luggage and supplies going to and from Star Island, and much needed refrigerated storage for our very robust food service operation (serving 1,200 meals/day during peak season).

We hope you will accept our proposal as submitted. We appreciate very much your input into our process thus far, and if you have further questions or comments, please feel free to reach out to me on my cell phone at (603) 817-1076 or by email at [jwatts@starisland.org](mailto:jwatts@starisland.org). In order to complete work prior to our operating season, we respectfully request your response by March 23.

Sincerely,

Joseph W. Watts, IV  
Chief Executive Officer




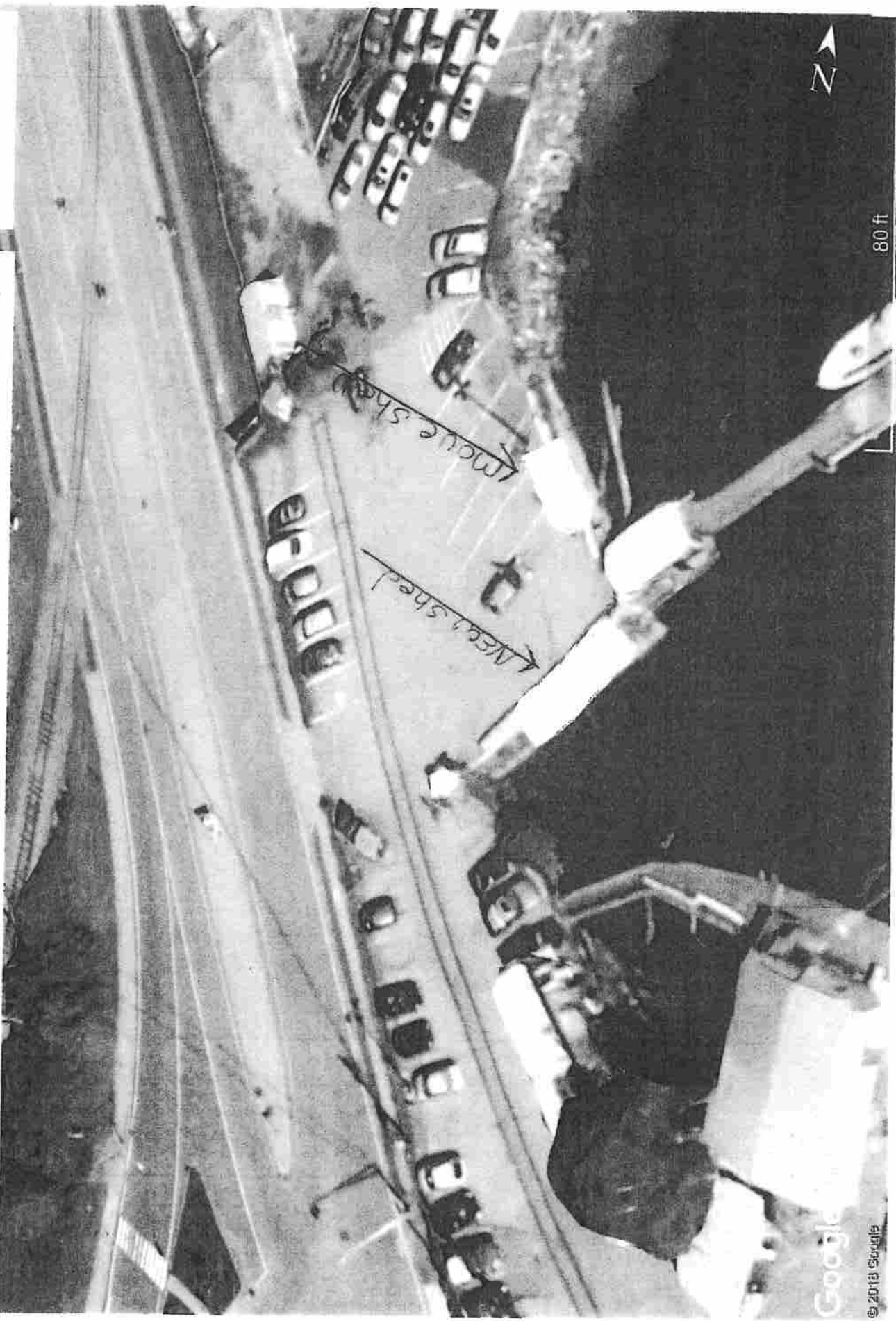


# Untitled Map

Relocation of existing storage shed and location of new shed at the Burge Wharf for Star Island Corp. and Shoals Marine Lab

## Legend

 Portsmouth, New



80 ft



## ISLES *of* SHOALS STEAMSHIP COMPANY

March 2, 2018

Director Geno Marconi  
Port of New Hampshire  
555 Market Street  
Portsmouth NH 03801

Director Marconi,

Please accept this letter in strong support of the recent proposal you received from Star Island Corporation (SIC) regarding construction of a new storage facility and repositioning of existing support facilities on Parcel A2. The proposal has a number of important aspects, including logistical, operational and aesthetic, that are critical to the Isles of Shoals Steamship Company (ISSCO) and SIC as well as beneficial to our patrons and the general public.

Logistically and operationally, parking is the Steamship Company's greatest daily challenge. In addition to week long parking for Star Island guests we can turnover parking for up to 8 cruises between our 2 vessels in a single day. Rearranging Parcel A2 will not only provide desperately needed additional parking space but it will allow for faster lot turnover, thus reducing traffic congestion on Market Street as well as in our parking lot.

Aesthetically, the proposed layout would allow us to eliminate two unsightly trash dumpsters at the sidewalk on Market Street, consolidate 3 trash dumpster to 2 while moving them further from view of Market Street, obscure 2 Port-o-lets from view of passersby on Market Street, and move an existing building further from view of Market Street. In all, these changes would have a very pronounced positive effect on the appearance of Parcel A2.

I have only spoken to a few of the many anticipated advantages of the proposal to rearrange Parcel A2. I can be reached at 1-207-332-1681 or [Captain@islesofshoals.com](mailto:Captain@islesofshoals.com) and am happy to answer questions or discuss the proposal with you, or any interested party, in greater detail at any time. Thank you for your consideration.

Sincerely,

Jeremy Bell, Owner  
Isles of Shoals Steamship Company

315 Market Street, Portsmouth, NH 03801  
1-603-431-5500, [www.islesofshoals.com](http://www.islesofshoals.com)