

PEASE DEVELOPMENT AUTHORITY
Friday, April 20, 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: March 15, 2018*
- III. Public Comment
- IV. Old Business
 - A. Reports
 - 1. Air Force Airfield Interim Mitigation System*
 - 2. Spyglass – Lease Amendment No. 6
 - 3. Wentworth-Douglass Hospital –Option Exercise Effective May 1
 - B. Approvals
 - 1. 70/80 Corporate Drive – Letter of Intent and Concept Plan* (Lamson)
- V. Audit Committee*
- VI. Finance Committee*
 - A. Reports
 - 1. Operating Result for Eight Month Period Ending February 28, 2019*
 - 2. Nine Month Cash Flow Projections to December 31, 2018*
 - 3. Capital Improvement Plan – FY 2018-FY 2025*
- VII. Leases
 - A. Reports
 - 1. Shaines & McEachern Company Portsmouth, LLC – SDE, Inc. dba Staff Development for Educators and Shenhouse Publishers*
- VIII. Signs
 - A. Approvals
 - 1. ADB Safegate – Replacement of Airfield Signs * (Loughlin)
- IX. Executive Director's Reports/Approvals
 - A. Reports
 - 1. State Transparency Quarterly Status Reports*
 - 2. Golf Course Operations

3. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*
- B. Approvals
1. Bills for Legal Services* (Allard)
 2. Amendment to Delegation of Authority to Executive Director – License Agreements to include Rights of Entry* (Torr)
 3. Defense Fuel Supply Point Pipeline* (Preston)
 4. Fuel Flowage Fee* (Lamson)
 5. Paid Parking Concept* (Loughlin)
- X. Division of Ports and Harbors
- A. Reports
1. Port Advisory Council*
 2. Piscataqua Maritime Commission – ROE*
 3. Piscataqua Maritime Commission – Waiver of Fees*
 4. Mooring Permit Application Analysis*
 5. Commercial Use Mooring Transfers*
 6. Commercial Mooring For Hire Permits*
 7. Expenditures*
 - a) BRP US, Inc. – Purchase of Workskiff Motor
 - b) Dover Marine – Installation of Workskiff Motor
 - c) Lakes Region Environmental – Plans for Storm Damage Repair
- B. Approvals
1. Appledore Marine Engineering, LLC – Functional Replacement-Barge Dock* (Torr)
 2. Accounts Receivable Write-Off* (Preston)
 3. Pda 400 Rules – Re-adoption* (Allard)
 4. Albany Safran Composites, LLC – FTZ Subzone Agreement* (Lamson)
- XI. Special Events
- A. Report
1. May 6 – American Lung Association – Cycle the Seacoast
 2. May 27 – Redhook Brewery – Runner’s Alley/5k Road Race – Benefits the Kremples Center
- XII. New Business
- XIII. Upcoming Meetings

Board of Directors

May 17, 2018

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

XIV. Directors' Comments

XV. Non-Public Session* (Loughlin)

1. Leasing of Property;
2. Dismissal, promotion or compensation of public employee;
3. Hiring public employee; and
4. Litigation

XVI. Vote of Confidentiality* (Allard)

XVII. Adjournment

XVIII. Press Questions

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

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

Thursday, March 15, 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 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 8:08 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Minutes: January 18, 2018

Director Lamson moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the January 18, 2018 Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

III. Public Comments

Director Bohenko introduced the new City Council liaison, Rick Becksted, and indicated that Mr. Becksted will be attending future Board meetings and report back to the City Council on anything appropriate. There were no other public comments.

IV. Old Business

There was no old business.

V. Finance Report

Irv Canner, Director of Finance, reported on the status of PDA finances.

A. Financial Reports

1. Operating Results for Seven Month Period Ending January 31, 2018

Mr. Canner reported on the status of PDA FY18. The operating revenues are over budget by 1.6%. The operating expenses are under budget by 0.1%. The key to the professional services right now is the timing of the legal expenses projected in support of various initiatives, including CLF. Overruns are in fee revenues and fuel sales. Fee revenues are 6% above budget. Fuel sales are driven by a run in Hampton Harbor. The revenue for fuel sales is about \$562,000 and the net margin for PDA is about 10% between Division of Ports and Harbors ("DPH") and Skyhaven Airport ("DAW").

Staffing is consistent with the trend spoken about as of November. The biggest expense is overtime at the Portsmouth International Airport at Pease ("PSM") and DPH. There are no vacant positions, all permanent positions are filled. There are 107 positions at PDA.

The operating expenses include professional legal services which are currently under budget by approximately \$158,000. The workers' compensation is currently under budget by \$11,000. As a result of the 2017 audit, we received a refund check of over \$16,000 which reflects two factors: safety and the underwriting of labor projections for the calendar year. This is approximately a 20% refund on our total premium for the year. The refund check is not reflected in the financial report ending January 31, 2018.

Mr. Canner reviewed the Balance Sheet, discussing cash balances and the breakdown between restricted and unrestricted funds. Cash balances are up by 10% to \$4.5 million. The primary driver is the operating income of \$2 million which is offset by \$3.3 million in capital expenditures, offset by grant money. The primary capital expenditures to date include finishing the DAW taxiway and the NH Air National Guard ("NHANG") taxiway at PSM.

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

PDA received the results of the pension as of June of 2017. Pension expense is reflected in arrears and the pension liability at the end of June was \$5.5 million and that amount now is \$4.9 million, an overall reduction of approximately 10% which is driven by performance of investments.

Mr. Canner discussed the individual business units. At the end of February, PSM had approximately 14,000 enplanements which is consistent with last year at this time. At the end of calendar year 2017 there were over 109,000 enplanements.

The overall operating revenue and expenses for DAW are slightly ahead of where we were. The operating income is a deficit of \$50,000. Fuel sales are down approximately 15% in terms of gallons sold. There was a 6% increase in the average price of fuel. Cumulatively, approximately \$1.6 million deficit since taking over DAW. As of the first of March there are 31 planes there and six tie downs.

As of the end of January, the Golf Course had a 10% increase in operating revenues and the net operating revenues of \$374,000 which is 35% ahead of the budgeted operating income amount. The business units for the Golf Course are all profitable and the Golf Course operations represents 50% of the operating income. The bar and grill sales are 6% ahead of last year and at the end of February the sales totaled \$1.2 million. The golf simulators are consistent with last year at this time with revenues of \$86,000. The rounds of golf played by the end of last year was just under 55,000.

The DPH operating income is above budget at \$44,000 and the budget at the end of January is \$8,000. The Harbor Dredging Fund, Foreign Trade Zone restricted funds and the Revolving Loan Fund are all consistent with the budget.

In response to Director Lamson's questions about the time line for the vegetation cutting, Ms. Stowell stated that PDA will look at it once the snow melts. Mr. Canner reported that through the end of January, \$511,000 has been expended on this project against the overall budget of \$1.1 million for this project.

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

Mr. Canner reviewed PDA cash flow projections for the nine month period ending November 30, 2018 including sources of funds for grant funded and non-grant funded projects. Currently there is approximately \$4 million in the bank and by November 30, it is anticipated that there will be approximately \$6.1 million. The variables will be the capital expenditures both grant related and non-grant related and the associated grant awards timing. The grant related expenditures for capital of \$4.2 million primarily consists of finishing the NHANG taxiway project for \$2 million, the PSM runway design project for \$640,000, the

PSM terminal expansion design and construction project for \$600,000 and the projected purchase of a plow at DAW for \$500,000. These four projects represent approximately 95% of the \$4.2 million in grant related capital expenditures.

The credit facility with Provident Bank is a \$5 million facility expiring December 31, 2018. The cost of borrowing today would be 4.26% which is an increase of over 5% since January 2018.

The debt payment to the City of Portsmouth was made in January and is the only debt obligation owed by PDA. There are two payments left which will be paid over the next two years which total \$233,000.

The opening fund balance for the DPH is \$762,000 and by November 30 will be just over \$434,000. The projected expenditures from the Harbor Dredging Fund, as approved by the CBOC, for \$200,000 are for capital projects such as generator replacement and electrical work at the Portsmouth Fish Pier. The fund balance as of today is just over \$500,000.

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

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

A. Reports

1. Equine Architectural Products, Inc. – Extension of ROE

Mr. Mullen reported that Equine Architectural Products was granted an extension for 90 days of the Right of Entry (“ROE”) dated November 22, 2017, as amended, to May 21, 2018 for the purpose of storing plastic cable spools, related equipment and supplies on a portion of the former Bulk Fuel Storage Area located at 119 Arboretum Drive. In response to Director Lamson’s request for an explanation of Equine, Mr. Mullen stated it was for the storage of cables for Westinghouse.

2. Rochester Police Department – Wings and Wheels Event ROE

Mr. Mullen reported that the Rochester Police Department was granted a ROE for the period of June 1 and June 2, 2018 for the purpose of setting up and conducting the “Wings and Wheels” event at DAW in Rochester, NH.

B. Approvals

1. VMD Systems Integrators, Inc. – ROE

Director Lamson moved and Director Torr seconded that **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. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.**

2. Lonza Biologics, Inc. – Iron Parcel Parking ROE

Director Allard moved and Director Preston seconded that **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.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

VII. 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. Quantum Secure, Inc.

PDA contracted with Quantum Secure, Inc. for the configuration of the new badge printer at PSM. The expenditure of \$1,406.24 is the amount over the estimated cost.

B. Approvals

1. Dan Fortnam – Consulting Contract

Director Preston moved and Director Loughlin seconded that **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.**** Discussion: Mr. Mullen reported that Mr. Fortnam, Paul Brean, Airport Director, Andrew Pomeroy, Airport Operations Manager are currently in South Carolina at a conference regarding air service and are scheduled to meet with airlines that are interested in coming to PSM. Disposition: Resolved by unanimous roll call vote; motion carried.

2. Quantum Secure, Inc. – Upgrade of Designated Aviation Channeler

Director Loughlin moved and Director Torr seconded that **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. Discussion: None. Disposition: Resolved by unanimous vote; motion carried.

3. iHeartMedia, Inc. – Radio Advertising for PSM

Director Bohenko moved and Director Torr seconded that **The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into 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. Discussion: In response to Director Preston’s question of how the results/responses will be measured, Mr. Mullen stated it will be difficult to quantify but last year through reverse marketing the car rental business increased by 50%. Mr. Mullen further stated that PDA is working with a digital provider who will measure the hits on our web site. Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

4. McFarland-Johnson, Inc. – Replace Terminal Roof and Design Baggage Handling System at PSM

Director Torr moved and Director Bohenko seconded that **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.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

5. Eckhardt & Johnson, Inc. – Replace Mechanical Rooftop Units at PSM

Director Lamson moved and Director Loughlin seconded that **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.** Discussion: Director Lamson thanked Ms. Stowell for the clear explanation regarding this item. Disposition: Resolved by unanimous roll call vote; motion carried.

VIII. Executive Director’s Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, General Manager, reported on the activities at the Golf Course at Pease (“Golf Course”), including the anticipated opening of the Golf Course in two weeks, the target is April 1. Revenue from memberships are up and Mr. DeVito discussed current membership programs. The enhancements to the Grill 28 dining room will be finished today and Grill 28 will open tomorrow. In response to Chairman Smith’s question, Mr. DeVito stated that email marketing for the simulators is done. This time of year print

ads are run and ads in the NH Business Review, but exposure is mostly by word of mouth. This time of year the Golf Course runs at 85%-90% capacity for the simulators. Director Bohenko stated that the payback for the simulators was estimated at 1 ½ years. Director Lamson commented on the helpful, friendly staff at the Golf Course.

2. Airport Operations

Ed Pottberg, Airport Security Coordinator, reported on aviation activities.

a. PSM

The number of enplanements for the months of January and February was 12,540 for scheduled passengers and 14,736 charter passengers for a total of 27,236 enplanements. This is a slight downturn from last year due to Allegiant Air discontinuing flights to Ft. Lauderdale and St. Petersburg. The numbers for Punta Gorda and Sanford are strong. Marketing efforts are targeting the upcoming spring break and Myrtle Beach services which will recommence in June. There is an uptick in troop flights. Delta Airlines has started providing troop flights due to Delta Airlines operating troop flights through PSM. PSM recognizes efforts by United and now Delta for providing troop flights through PSM. The NH Air National Guard has kicked off a re-fuel hydrant project. Mr. Pottberg commended the maintenance and airport operations crews for their snow removal efforts especially during the last two storms.

b. Skyhaven Airport

Mr. Pottberg reported that the ramp and drainage construction is nearly complete and punch list items are being worked on with the contractor. Mr. Pottberg reported that the Rochester Police Department is hosting the Wings and Wheels event this year. It is sponsored by the Rochester Rotary Club. The Skyhaven Advisory Committee will be using this opportunity to showcase the general aviation opportunities to the community.

Director Torr reported that the composition of the Advisory Board has changed and will be working to promote positive changes to DAW, especially financially, and having one staff member at SAAC meetings was a good thing. Director Torr commended Andrew Pomeroy on doing a good job, he answers all questions and deals well with the composition of the Board.

c. Noise Line Reports

There were 19 Noise inquiries made to the Airport Community Liaison in January and February. Fifteen inquiries were related to helicopter activity from four Portsmouth residents and one Cambridge, MA residence. Fourteen calls inquired regarding the flight path of helicopters and one inquiring low flight military helicopter. There were three fixed wing inquiries from Rye and Greenland which were related to the Italian military aircraft. One fixed wing and rotor wing inquiry was from an Eliot, ME residence and was related to the Italian military and a US military helicopter. In response to Director Lamson's question about the complaint from Cambridge, Mr. Pottberg stated he did not know if the aircraft came out of Hanscom or another location.

3. Bills for Legal Services – Sheehan Phinney Bass & Green, PA

In accordance with the "Limited Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Legal Services," PDA paid the following bills to Sheehan Phinney Bass & Green, PA for services provided in the month of December:

1.	Sheehan Phinney Bass + Green Re: Tradeport – General Representation Through December 31, 2017	<u>\$319.00</u>	
2.	Sheehan Phinney Bass + Green Re: CLF v. Pease Through December 31, 2017	<u>\$18,444.00</u>	
	Total		<u>\$18,763.00</u>

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 \$38,393.00 for the following legal services rendered for 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 Re: CLF v. Pease Through January 31, 2018	\$36,308.00	
	Re: Tradeport-Gen Rep Through January 31, 2018	\$870.00	
	Re: Regulatory Issues Re: Port Through January 31, 2018	<u>\$603.00</u>	
			<u>\$37,781.00</u>
	Total		<u>\$38,393.00</u>

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

IX. 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 Division of Ports and Harbors (“DPH”).

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council (“PAC”) met on January 3, 2018 and that the approved minutes of the previous meeting are included for the Board’s information.

2. Commercial Mooring Transfers

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

	<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

3. Foreign Trade Zone – Alternate Site Framework

Mr. Marconi reported that the application has been submitted and the notice has been published in the Federal Register, one newspaper with statewide circulation and one local newspaper. There have been no comments yet but there have been letters of support. Mr. Marconi indicated that this could be due to the working with the Federal Highway staff up front prior to submitting the application.

4. SPS New England, Inc. – ROE

Mr. Marconi reported that SPS New England, Inc. was granted a ROE for the period of February 12, 2018 through April 15, 2018, 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 the facility for said loading/unloading at the Hampton Harbor Marine Facility.

5. Governor & Council – Functional Replacement

Mr. Marconi reported that on Wednesday, March 7, 2018, Governor & Council held a meeting and approved the agreement between the PDA and the NH Department of Transportation in connection with the functional replacement of the barge dock due to the Sarah Mildred Long Bridge project. This project will be 100% reimbursable by the Federal Highway Commission. The Governor & Council asked that when the contract award is made to report back to the Governor & Council. In response to Director Bohenko’s question about hiring the design work, Mr. Marconi indicated that an RFQ selection for on-call engineering services was done and Appledore Engineering was selected. The same process will be done for all subcontractors. The subcontractor(s) will have to be approved and certified by the Federal Highway Commission.

B. Approvals

1. Star Island/Shoals Laboratory – Amendment of ROE

Director Torr moved and Director Preston seconded that **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.** Discussion: None. Disposition: Resolved by unanimous roll call vote; motion carried.

X. New Business

There was no new business.

XI. Upcoming Meetings

Chairman Smith reported that the following meetings will be held:

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

Chairman Smith thanked Vice-Chairman Loughlin for circulating the historical materials regarding the Air Force Base.

XIII. Adjournment

Director Lamson moved and Director Torr seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. Meeting adjourned at 8:54 a.m.

XIV. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

MEMORANDUM

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

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

Date: April 11, 2018

Subject: Airfield Interim Mitigation System

The Air Force has been working towards the cleanup of per- and polyfluoroalkyl substances (PFAS) from the groundwater at Pease. Air Force efforts have concentrated on three major projects: treatment of drinking water at the Grafton Drive Water Facility (in coordination with the City of Portsmouth); treatment of groundwater at the former Fire Department Training Area; and, treatment of groundwater at the Airfield Interim Mitigation System (AIMS) facility to be located on Airline Ave. All three projects are being implemented in response to EPA's Administrative Order requiring Air Force to treat the Haven Well water and restore the aquifer. This memo is to update you on the status of the AIMS facility.

In short, the AIMS will pull water from the ground through 6 extraction wells, treat the water by sending it through a series of filters located in a ground water treatment system (GWTS) building, and discharge the water back into the ground through 17 injection wells. The wells will be located, for the most part, on the airfield and the GWTS building will be constructed at 15 Airline Avenue, across the street from the air traffic control tower. (See attached drawing.)

The system, with all of its pipe runs and buildings, will occupy approximately 7.9 acres. The lot housing the GWTS building on Airline Avenue is approximately 2 acres. The airfield infrastructure will be below grade with the exception of the injection building located just south of the air terminal.

With regard to schedule, tree clearing and site preparation work at 15 Airline will begin next month with building construction following immediately after. The airfield well drilling and horizontal pipe installation will take place throughout the summer. Air Force anticipates that the system will be operating by early 2019 and continue indefinitely. The operational timeline cannot be quantified until the system runs for a period that provides enough information to judge its effectiveness.

Work conducted by the Air Force in connection with environmental cleanup is governed by the Federal Facilities Agreement, and is exempt from local land use controls and not subject to PDA's typical land leasing procedures. Therefore, there will be no Board approvals for this project.

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MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with Lonza Biologics, Inc. ("Lonza") and to execute a Lease for the premises located at 101 International Drive and 70/80 Corporate Drive on terms and conditions substantially similar to those set forth in the Letter of Intent dated April 6, 2018; attached hereto.

Further, the Pease Development Authority Board of Directors hereby approves of the Concept Plan submitted by Lonza for the premises located at 70/80 Corporate Drive; all on terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated April 10, 2018, attached hereto.

Note: Roll Call vote required.

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April 6, 2018

Mr. Marc Funk, Chief Operating Officer
Lonza Group Ltd.
c/o Lonza Biologics Inc.
101 International Drive
Portsmouth, NH 03801

Dear Mr. Funk:

On behalf of the Pease Development Authority (“PDA”), we are pleased to submit the following outline of the non-binding terms and conditions of a proposed agreement with Lonza Biologics, Inc. (“Lonza”) for development and operation of a biotechnological and/or pharmaceutical research, development and production facility, and laboratory, warehouse, distribution and office uses, accessory thereto at Pease International Tradeport (“Pease”).

This letter merely records the intentions of the Parties and nothing in this letter shall be binding upon either Party unless agreed to and confirmed in the Agreement (as defined below).

When approved by the PDA Board of Directors, and the Executive Committee of Lonza Group Ltd in Basel, Switzerland, the terms set forth in this letter shall constitute a non-binding Letter of Intent (“LOI”) between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith an appropriate Lease (the “Agreement” and/or “Lease”) based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

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

Landlord: Pease Development Authority

Tenant: Lonza Biologics, Inc.

New Premises: For and in consideration of the rents and covenants to be paid and performed by Lonza and subject to the terms and conditions set forth herein, PDA agrees to lease to Lonza and Lonza agrees to lease from PDA the land area described below, which land area is located in the Business Commercial Zone and is more particularly shown on the plan attached as Exhibit A:

Subject to survey, a certain parcel of land in Portsmouth, New Hampshire, located at 70/80 Corporate Drive and including the public way area known

as Goose Bay Drive ("New Premises"). The New Premises are estimated to contain approximately 25.97+/- acres.

Premises: It is the intent of the Parties that upon execution of the Lease, the New Premises be combined with the 15.0+/-acre premises located at 101 International Drive (the "Original Premises"), as described in the Sublease dated April 8, 1993, as amended by Sublease Amendment No. 3 to add an additional 2.108+/-acres on November 1, 2001 ("Parking Garage").

Upon execution of the Lease, and as used in this LOI, the term Premises shall mean the totality of 43.078+/-acres and all improvements constructed, or under construction, or otherwise acquired by Lonza, including the Facility Assets, as described in the Sublease, and other related improvements built by Lonza (collectively the "Leased Premises" or "Premises").

**Lease Term and
Term**

Commencement: The Parties agree that at the expiration of the term of the Sublease for the Original Premises, September 30, 2021, the Sublease will terminate and the terms and conditions of this Lease shall apply to the Premises in their entirety. Until October 1, 2021, the applicable Ground Rent and Facility Fee for the Original Premises shall be as set forth in the Sublease.

The Lease shall be effective upon execution and shall continue for a base term of twenty-four (24) years (the "Base Term") commencing on the earlier to occur of the following events: (i) occupancy of all or any portion of Building 1, as defined herein, or (ii) the date which is two years plus nine months after execution of this Lease by both Parties (the earlier to occur of events (i) or (ii) above shall be the Term Commencement Date).

Lonza shall have up to five (5) options exercisable by Lonza at its sole discretion, each of which options, if exercised shall extend the Base term for an additional five (5) year period. In no event shall the Base term and all option periods extend beyond forty-nine (49) years from the last day of the calendar month following the Term Commencement Date.

**Site Plan and
Design Permitting:**

In order to induce PDA to enter into the Agreement, Lonza will covenant and agree that it will undertake and continue with due diligence and at its sole expense construction of an approximately 395,000+/- square foot shell ("Building 1"), with related paving, utilities, landscaping, drainage and

associated site improvements. With respect to the construction of Building 1, Lonza shall exercise reasonable efforts to maintain a schedule of milestones to complete design and construction of the facility; the specific dates for each milestone shall be as mutually agreed by PDA and Lonza during the negotiation of this Lease.

The proposed layout and conceptual design of all buildings and/or contemplated infrastructure improvements to be constructed by Lonza in connection with its development of the New Premises are set out in the Conceptual Plan attached as Exhibit B.

1. Lonza shall be solely responsible for the development of plans and specifications for Building 1 to be constructed at the Premises and for making any required submission and obtaining any necessary approval in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist LONZA in such process.

Building 1 will have an approximate footprint area of 395,000 square feet and an overall height of approximately 120 feet. When Building 1 is completed, other improvements will be made to the space between Building 1 and Lonza's existing building including the addition of sidewalks, lighting, installation of a cul-de-sac on a portion of Goose Bay Drive as shown in Exhibit B and modifications to the portion of Goose Bay Drive that will no longer be a public road that will enable the space to support the activities that will occur in that area. Security gates will be installed on both sections of Goose Bay Drive (one prior to the existing parking garage and one off the new cul-de-sac that leads into Lonza property) to limit access to Lonza property to Lonza employees and other authorized visitors.

2. This Lease shall be subject to and conditioned upon Lonza's receipt of a subdivision and site plan approval of the Premises as contemplated.
3. Occupancy of Building 1 shall be conditioned upon (i) Lonza's completion of Proposed Parking Garage #1 consisting of up to 400 vehicle spaces; or (ii) the provision of adequate on-site vehicle parking spaces as approved in accordance with applicable land use controls.

**Construction
Improvements:**

The following is a partial list of issues identified and required to be addressed by Lonza during negotiation of this Lease in connection with Lonza's proposed development of the Leased Premises:

- A. Lonza acknowledges that the construction and operation of its expansion at 70/80 Corporate Drive will generate additional traffic at Pease International Tradeport and consequently have a direct impact on traffic patterns and conditions at the Tradeport. Lonza ~~agrees to pay a proportional share of any Transportation Infrastructure Improvement Fee ("TII fee") for infrastructure improvements including, but not limited to, signals, signage, markings, geometric changes to intersections and/or roadways and other traffic control devices.~~ Lessee's proportional share of the TII fee shall be based upon a formula which will be established by Lessor and applied uniformly and proportionally to all projects which are subject to said fee. Lessee's TII fee shall not exceed the best estimate of the reasonable share of these improvements based on the actual traffic impact caused by the additional traffic generated by the Facility as determined by PDA's transportation consultant, Vanasse, Hangen & Brustlin, Inc. The TII fee shall be assessed against Lonza only in the event that PDA assesses the TII fee in connection with all other leases at Pease International Tradeport which include language imposing the TII fee.
- B. Cul-de-sac waiver for length and minimum radius.
- C. Signage variance.
- D. Mitigation of wetlands impacts.
- E. Phasing.
- F. Parking.
- G. Required Easements and Licenses.

**Annual Ground
Rent:**

The annual ground rent per acre for the Original Premises from execution of the Lease to September 30, 2016 shall be as set forth in the Sublease.

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 5

The annual ground rent per acre for the New Premises (and the entirety of the Premises beginning October 1, 2021) during the Base Term of this Lease will be as follows:

**Execution of Lease
To Term**

Commencement: \$0

Years 1 - 5: an annual amount equal to \$16,845¹ per acre (the "Base Rate")

Years 6 – 10: an annual payment equal to the Base Rate per acre plus a five (5) year CPI adjustment not to exceed 10%

Years 11 - 16 and
each five year period
thereafter, including
any applicable
option period:

an annual payment equal to the per acre rate for the previous period plus a five (5) year CPI adjustment not to exceed 10%.

All rent contemplated shall be payable commencing on the Term Commencement Date in each case in equal monthly installments of one-twelfth thereof in advance on the first day of each month without offset, unless otherwise agreed by the Parties.

The annual Ground Rent for the Leased Premises will be based on the total usable acreage of the Leased Premises, including setbacks and open space, but excluding any contiguous wetland area of more than 0.5 acres. The actual usable acreage of the Leased Premises will be determined on the basis of field survey/wetlands delineation of wetlands conducted by a qualified soil scientist.

Escalation

Adjustment:

CPI Adjustment: As of each adjustment date, the Ground Rent shall be adjusted to reflect the change in the Consumer Price Index for All Urban Consumers applicable to the Boston area (base year 1982-1984=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

¹ The initial annual ground rent per acre on the Term Commencement Date shall be based on the then average ground rent per acre for existing lease agreements in the business commercial zone at Pease International Tradeport. An Exhibit C indicating the properties included in the calculation of the current average of \$16,845 is attached hereto.

On the first day following the expiration of the fifth year of the Base Term of the Agreement and on the first day of each five year period thereafter (“Adjustment Date(s)”) Ground Rent subject to escalation adjustment shall be adjusted as follows:

For the first adjustment, the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the Base Term (“Beginning Index”). If the Index most recently published prior to the first Adjustment Date (“Extension Index”) has increased over the Beginning Index, the rental rates for Ground Rent for the first year of the five year period commencing as of such adjustment date shall be equal to the result obtained by multiplying the rental rate in effect on the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index not to exceed 10 %.

An Exhibit D indicating the estimated calculation of Ground Rent during the first ten years of the Lease is attached hereto.

Phased Rent: The annual Ground Rent for the undeveloped portion of the Premises shall be phased in over a four (4) year period and ten (10) year period for Parcel 2 and Parcel 3, respectively. The anticipated Phasing Plan is Exhibit E attached hereto.

Facility Rent: The annual Facility Fee, as defined in the Sublease, shall be the same as that set forth in the Sublease, and shall be subject to the CPI-related adjustment as provided above, i.e., not to exceed 10% over five (5) years.

State Borrowing and

Site Improvements: PDA is borrowing Five Million (\$5,000,000) principal from the NHBFA (the “Site Improvement Borrowing”) pursuant to a non-recourse Loan Agreement. The net proceeds from the Site Improvement Borrowing are to be made available to Lonza, and drawn upon by Lonza at its sole discretion, and in such event to be used by Lonza solely for the payment of site improvements costs as defined in the Loan Agreement. Site improvements are anticipated to include improvements required to remove any existing below grade improvements, required removal and relocation of utility lines currently located in Goose Bay Drive, wetlands mitigation, design, construction and/or contribution to wastewater treatment improvements and other site improvements identified during the land use approval process.

Lonza shall be solely responsible for contracting in its own name for the construction, purchase, or other acquisition of all required site improvements and all other equipment, machinery, furnishings, goods, services, contracts or other assets or rights acquired by Lonza through use of the Site Improvement Borrowing.

Beginning on the Term Commencement Date, if Lonza has drawn upon the Site Improvement Borrowing, Lonza shall make full and timely payment to PDA of a Site Improvement Fee².

**Condition of
the Premises:**

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

**Compliance With
Economic Development
Administration**

Grant Covenants:

The Parties acknowledge that PDA has received a grant from the United States Department of Commerce Economic Development Administration ("EDA") the proceeds from which were used or will be used to make certain improvements to the Premises, or in the vicinity of the Premises, that benefit both PDA and Lonza. The Parties further acknowledge that certain covenants in the EDA grant require the inclusion of certain acknowledgments and agreements on the part of any tenant utilizing premises that were improved through use of the EDA grant. In compliance with these requirements Lonza will acknowledge and agree in its Lease that:

- A. The Premises were improved, in part, with funding from the EDA Project Number 01-49-03354.

² Interest on the Site Improvement Borrowing will accrue beginning upon execution of the loan agreement. Payments will begin on the Term Commencement Date and will be amortized such that the entire Site Improvement Borrowing will be paid on or before the expiration of the Base Term (20 years) of this Lease.

- B. Consistent with the requirements of 13 CFR 314.3(c) it shall use the Premises in a manner consistent with the authorized general and special purposes of the EDA grant.
- C. It shall provide service at the Premises without discrimination to all persons without regard to their age, race, color, religion, sex, handicap or national origin. In confirmation of the foregoing provisions of this Subsection 20.1(c), Lonza shall execute the applicable EDA form entitled "Assurances of Compliance with Civil Rights and Other Legal Requirements for Other Parties."
- D. It shall comply, to the extent applicable, with EDA's Non-relocation Regulation as set forth in 13 CFR 316.4 until September 30, 1998, which date is 48 months from the date of approval by EDA of the EDA grant. Under this restriction Lonza further acknowledges and agrees that EDA financial assistance may not be used directly or indirectly to assist employers who transfer one or more jobs from one commuting area to another. (For purposes of the preceding sentence a "commuting area" is that area defined by the distance people travel to work in the locality of the project receiving EDA financial assistance.) In confirmation of the foregoing provisions of this Subsection 20.1(d), Lonza shall execute, if required, the applicable EDA form entitled "Employer's Non-relocation Certification."
- E. In accordance with Section 9 of Part III, Additional Terms, of the EDA grant, EDA has waived its right to a security interest or lien in those areas where EDA grant funds were utilized for demolition purposes. EDA grant funds were used for demolition purposes in connection with the Subleased Premises.

Taxes/Fees and Services:

The New Premises and Parking Garage are located outside the Airport District, as defined in RSA 12-G:2. Lonza shall make payments in lieu of taxes directly to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District and any such payment shall be in satisfaction of the fee for municipal services. For Premises located outside the Airport District, the obligation to make payments in lieu of taxes may precede the Term Commencement Date.

The Premises at 101 International Drive are located within the Airport District, as defined in RSA 12-G:2. In addition to any Ground Rent or Facility Fee required to be paid under this lease, Lonza shall also pay to PDA as additional rent a municipal services fee for fire, police and public works services provided at the Airport. The municipal services fee shall be paid monthly in advance commencing on execution of this Lease in accordance with the provisions of RSA 12-G:14, III (or any successor statute).

Utilities: Lonza agrees that it will bring utility lines as needed from the points existing as of the date of execution of the Lease to its facilities and improvements. Lonza will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such point to the Leased Premises.

Net Lease: The Agreement shall be triple net to PDA and all costs associated with the use, occupancy, maintenance and insurance of the Premises shall be borne by Lonza.

Use: Biotechnological and/or pharmaceutical research, development and production, laboratory, warehouse, distribution and office uses accessory thereto.

Sublease and Assignment: Lonza may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises with an affiliate (i.e., any entity that controls, is controlled by or is under common control with Lonza). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of an entity. All other assignments shall be subject to approval of PDA. PDA shall not unreasonably withhold or delay its consent to any sublease or assignment if: (1) the use of the Leased Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Lonza may rent the subleased area at rentals deemed appropriate by Lonza, (3) Lonza remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Lonza under the Agreement, and (4) the proposed sublessee is financially and operationally responsible. In the event the rent for the land area of the Premises exceeds the rental charged to Lonza under Article 4, Lonza shall remit fifty percent

(50%) of such excess to PDA upon receipt by Lonza; provided, however, that any rental received by Lonza during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

No subletting, assignment or transfer, whether PDA's consent is required or otherwise given hereunder, shall release Lonza's obligations or alter the primary liability of Lonza to pay the rent and to perform all other obligations to be performed by Lonza under the Agreement. The acceptance of rent by PDA from any other person shall not be deemed to be a waiver by PDA of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If any assignee of Lonza or any successor of Lonza defaults in the performance of any of the terms hereof, PDA may proceed directly against Lonza without the necessity of exhausting remedies against such assignee or successor. If Lonza assigns the Agreement, or sublets all or a portion of the Leased Premises, or requests the consent of PDA to any assignment or subletting, or if Lonza requests the consent of PDA for any act that Lonza proposes to do, then Lonza shall pay PDA's reasonable processing fee and reimburse PDA for all reasonable attorneys' fees, excluding any fees to in-house counsel, incurred in connection therewith. Any assignment or subletting of the Leased Premises that is not in compliance with these provisions shall be void and shall, at the option of PDA, but subject to any applicable cure provisions, terminate the Agreement.

Notwithstanding the preceding provisions regarding assignments and subletting and the continuing liability of Lonza, the parties agree that Lonza may, at any time, and whether or not its proposed assignment or sublease is to an affiliate, request that PDA approve an assignment or sublease by Lonza to a third party and relieve Lonza of its liability under the Agreement. PDA shall not unreasonably withhold or delay such approval.

It is intended that this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and, wherever a reference in this Lease is made to either of the Parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the successors and assigns of such party, as if in every case so expressed.

**Environmental
Protection:**

Lonza acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Lonza

acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement (“FFA”) entered into by EPA, and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence. Lonza shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to Lonza’s activities at the Premises. Lonza shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force’s or the State of New Hampshire’s, or any political subdivision of the State of New Hampshire’s use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and Lonza to the extent required by the provisions of Public Law No. 101-511, Section 8056.

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

Lonza acknowledges that chlordane was used as selected housing units as described in Environmental Condition Report, Exhibit D-1 of the Master Lease. Lonza, its sublessees or assignees will follow all applicable laws and regulations should Lonza, its sublessee or assignee choose to disturb or excavate any of this material. Any cost associated with this action shall be at Lonza’s, its sublessee’s or assignee’s expense.

Brokerage:

Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Letter of Intent or the Lease.

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 12

**Surrender of
Leased Premises
at Termination:**

PDA to assume ownership of the Facility and related improvements at termination of Lease, provided that the equipment and other contents in the Facility shall remain Lonza's property.

**Repairs and
Maintenance:**

Throughout the term of the Agreement, and without cost to PDA, Lonza shall take reasonably good care of the Leased Premises and related improvements, including sidewalks, curbs, parking areas designated for Lonza's exclusive use, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. Lonza's obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Leased Premises, including any parking areas designated for Lonza's exclusive use.

Guaranty:

At the time of Execution of this Lease, and subject to review of net worth of the proposed Guarantor, Lonza shall provide PDA with a Guaranty in the form set forth in Exhibit [Insert], executed by an appropriate officer of Lonza Ltd. the effect of which will be to guarantee independently the obligations of Lonza to repay the Site Improvement Borrowing to PDA. In addition, the guaranty of Lonza Ltd. will guaranty the performance by Lonza of all other obligations under this Lease.

This LOI does not constitute a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties.

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

Sincerely,



David R. Mullen
Executive Director

DRM/lmh

cc. Lynn Marie Hinchee, General Counsel
Irving Canner, Director of Finance


Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 13

cc. Lynn Marie Hinchee, General Counsel
Irving Canner, Director of Finance

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

Lonza Biologics, Inc.

Date



By: Marc Funk, duly authorized

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 14

EXHIBIT A

Subdivision Plat 70/80 Corporate Drive

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 15

EXHIBIT B

Conceptual Plan

SITE DATA

LOCATION: TAX MAP 395, LOTS 1 & 2
GOOSE BAY DRIVE & CORPORATE DRIVE
PORTSMOUTH, NH

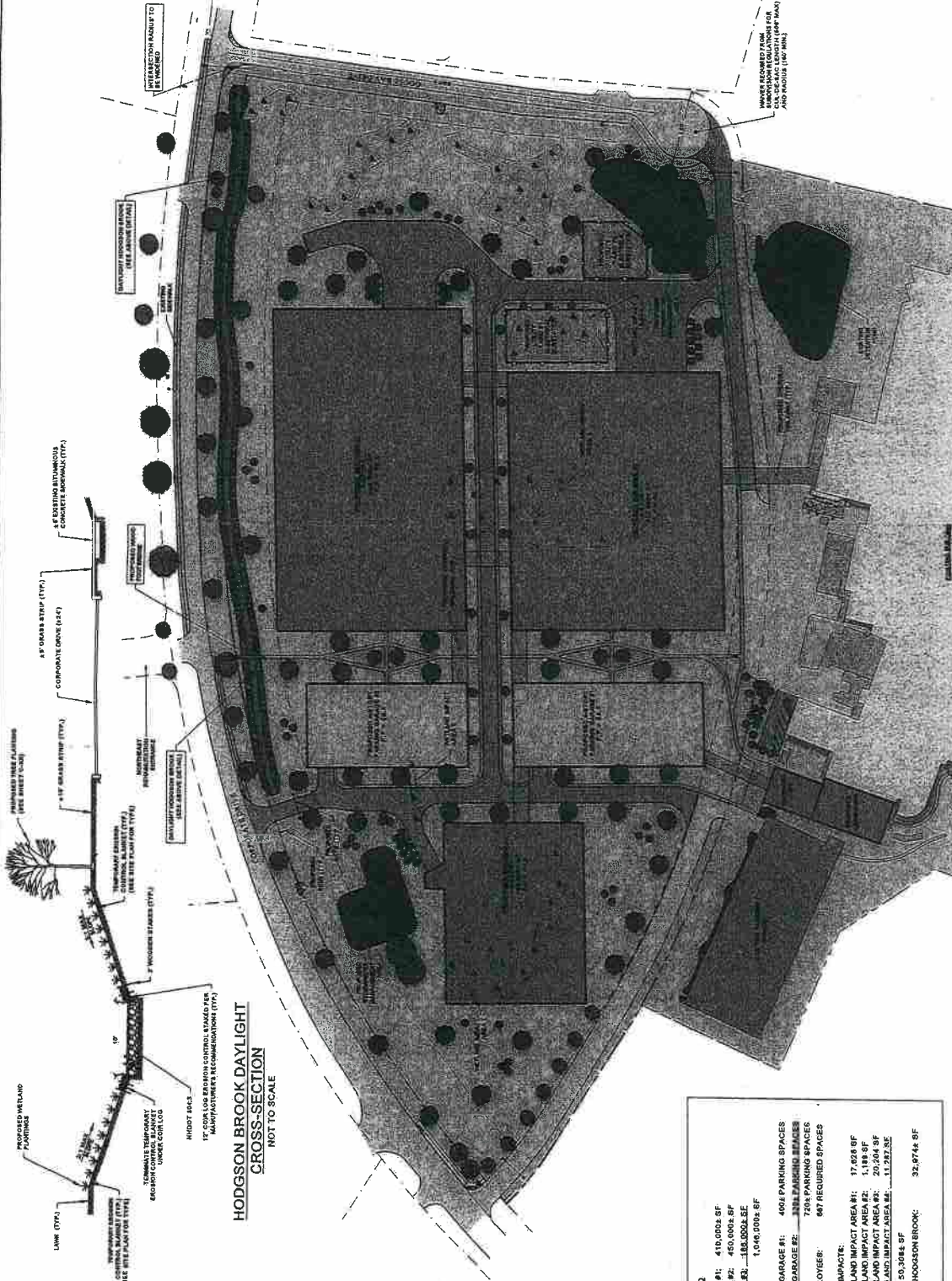
ZONING DISTRICT: AIRPORT, BUSINESS & COMMERCIAL (AB2)

DIMENSIONAL REQUIREMENTS:

MINIMUM LOT AREA: 5 AC.
MINIMUM STREET FRONTAGE: 200 FT
MINIMUM FRONT YARD SETBACK: 75 FT
REAR SETBACK: 50 FT
MINIMUM OPEN SPACE: 25 %
MAXIMUM STRUCTURE HEIGHT SHALL NOT EXCEED 30A CRITERIA.

PARKING REQUIREMENTS:

REQUIRED PARKING: 1 SPACES PER 2 EMPLOYEES ON LARGEST BUILT
100% ANTICIPATED EMPLOYEES = 687 SPACES



**HODGSON BROOK DAYLIGHT
CROSS-SECTION**
NOT TO SCALE

PROPOSED	
BUILDING #1:	415,000 SF
BUILDING #2:	450,000 SF
BUILDING #3:	163,000 SF
TOTAL:	1,028,000 SF
PARKING GARAGE #1:	400 PARKING SPACES
PARKING GARAGE #2:	375 PARKING SPACES
TOTAL:	775 PARKING SPACES
1000 EMPLOYEES:	687 REQUIRED SPACES
WETLAND IMPACT:	
WETLAND IMPACT AREA #1:	17,428 SF
WETLAND IMPACT AREA #2:	1,188 SF
TOTAL WETLAND IMPACT AREA #1 & #2:	18,616 SF
WETLAND IMPACT AREA #3:	11,292 SF
TOTAL:	30,384 SF
DAYLIGHT HODGSON BROOK:	32,874 SF



**PROPOSED EXPANSION - LONZA GROUP
PORTSMOUTH, NEW HAMPSHIRE**

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 16

EXHIBIT C

Per Acre Rent in Business/Commercial Zone

PEASE DEVELOPMENT AUTHORITY
BUSINESS / COMMERCIAL ZONE PROPERTIES

Property Location	Annual Lease Rate	Acres	Rate Per Acre
1 International Drive	173,612	10.0	17,361
2 International Drive	95,089	5.0	19,018
101 International Drive	34,884	2.1	16,611
183 185 International Drive	141,132	8.8	16,080
207 International Drive	144,507	8.1	17,840
1 New Hampshire Avenue	97,082	5.4	17,846
25-29 New Hampshire Avenue	187,353	11.1	16,879
68 New Hampshire Avenue	55,650	3.5	15,922
75 New Hampshire	277,572	13.0	21,352
35 Corporate Drive	169,041	15.2	11,092
35 Corporate Drive	121,011	8.0	15,126
73 Corporate Drive	159,831	5.0	31,966
105 Corporate Drive	149,040	7.4	20,250
161 Corporate Drive	67,425	5.0	13,458
162 Corporate Drive	158,847	10.5	15,157
164 - 166 Corporate Drive	355,078	20.8	17,079
177 Corporate Drive	26,535	1.6	16,380
249 Corporate Drive	53,630	3.5	15,545
320 Corporate Drive	179,538	12.8	14,037
325 Corporate Drive	127,171	7.3	17,373
230 Corporate Drive	78,400	5.0	15,666
231 Corporate Drive	65,626	4.2	15,738
273 Corporate Drive	188,244	11.2	16,868
AVERAGE BLENDED I	<u>3,106,300</u>	<u>184.4</u>	<u>16,845</u>

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 17

EXHIBIT D

Schedule of 10 Year Rent Estimates

EXHIBIT D: Development Proposal Including 2 Year and 9 Month Initial Construction Rent Free Period; Phased In Rent for Undeveloped Parcels; and Reduction to FMV on 101 International Drive Ground Rent In 2021

	ACRES	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023	Year 6 2024	Year 7 2025	Year 8 2026	Year 9 2027	Year 10 2028
101 International Drive	15	\$622,663.35	\$622,663.35	\$539,958.24 FN7	\$252,675.00	\$252,675.00	\$277,942.40 FN2	\$277,942.50	\$277,942.50	\$277,942.50	\$277,942.50
Parking Garage	2.1	\$35,374.50	\$35,374.50	\$35,374.50	\$35,374.50	\$35,374.50	\$38,911.95	\$38,911.95	\$38,911.95	\$38,911.95	\$38,911.95
70/80 Corporate Parcel 1	10.89	\$0.00 FN1	\$0.00 FN1	\$109,366.16 FN6	\$183,442.05	\$183,442.05	\$201,786.26 FN2	\$201,786.26	\$201,786.26	\$201,786.26	\$201,786.26
70/80 Corporate Parcel 2	9.85	\$16,592.33 FN3	\$33,184.66	\$49,776.99	\$165,923.25 FN8	\$165,923.25	\$182,515.58	\$182,515.58	\$182,515.58	\$182,515.58	\$182,515.58
70/80 Corporate Parcel 3	5.23	\$8,609.94 FN3	\$17,219.88	\$26,429.82	\$35,239.76	\$44,049.70	\$58,145.57	\$67,836.50	\$77,094.80	\$86,781.65	\$96,468.50
TOTALS	43.07	\$683,440.12	\$708,842.39	\$760,905.74	\$672,654.56	\$681,464.50	\$769,301.75	\$769,302.28	\$778,251.08	\$778,251.08	\$778,251.08

\$7,399,265.63

FOOTNOTES:

- FN 1: Up to 2 years and 9 months of No Payment during Initial Construction and Until Use or Occupancy Certificate
- FN 2: Maximum 10% CPI Adjustment consistent with Original 101 International Drive Lease
- FN 3: Undeveloped Land Fee based on Option Model @ \$0w per year for the first year, increasing by 10% per year thereafter, e.g., Year 2 @ 20% of per acre annual rate, Year 3 @ 30%, etc.
- FN 4: Maximum 10% CPI Adjustment calculated for: 10/1/2021
- FN 5: Maximum 10% CPI Adjustment on 10/7/2016 FMV per acre of \$16,845 beginning 10/7/2016 and reduction to FMV on all 15 acres at same time.
- FN 6: Represents end of 2 years and 9 months of No Payment during Construction and Until Use and Occupancy
- FN 7: In Year 3 nine months are calculated at \$91,510.89 per acre and three months are calculated at \$16,845 per acre, as the existing Lease Option terminates and Ground Rent is adjusted to FMV.
- FN 8: 70/80 Corporate Parcel 2 is fully incorporated in the Leased Premises in Year 4. Parcel 3 is fully incorporated in year 10.

Mr. Marc Funk
Lonza Group Ltd.
April 6, 2018
Page 18

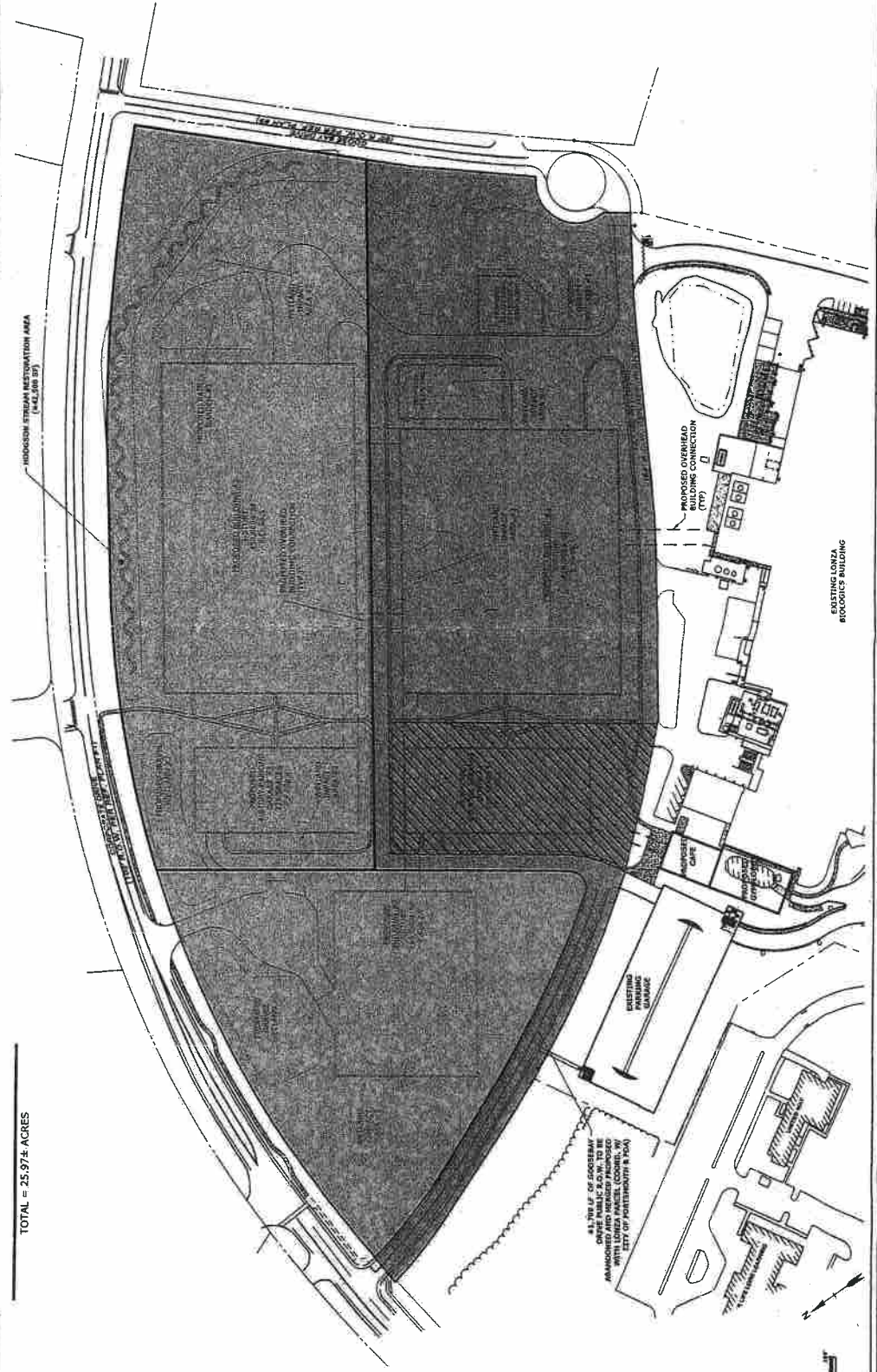
EXHIBIT E

Phasing Plan

**LONZA BIOLOGICS
IRON PARCEL
PORTSMOUTH, NEW HAMPSHIRE
LAND AREA EXHIBIT**



- LAND AREA #1 = 474,577± SF = 10.89± ACRES
- GARAGE LAND AREA = 79,199± SF
- LAND AREA #2 = 228,031± SF = 5.23± ACRES
- LAND AREA #3 = 429,236± SF = 9.85± ACRES

TOTAL = 25.97± ACRES



Site Plan, August 15, 2016, 10:25 AM ET, 82.5
Plot Date: Thursday, Aug 11, 2016, 10:25 AM ET, 82.5
Plot Scale: 1/8" = 10'-0" (1:960)
Plot Orientation: North Arrow
Plot Title: LONZA BIOLOGICS IRON PARCEL, PORTSMOUTH, NH
Plot Author: Tighe & Bond
Plot Date: August 15, 2016, 10:25 AM ET, 82.5

MEMORANDUM

To: David R. Mullen, Executive Director 
From: Maria J. Stowell, P.E., Engineering Manager 
Date: April 10, 2018
Subject: Lonza Site Plan Concept Approval, 70/80 Corporate Drive

In March of 2016, the PDA Board reviewed plans submitted by Lonza Biologics, Inc. (Lonza) showing proposed development of the parcel at 70/80 Corporate Drive, also known as the "iron parcel". Although Lonza's concept plans were not fully developed at that time, the Board did approve two requests that aided in the completion of the concept. The Board approved of consolidating the iron parcel lot with Lonza's current leasehold at 101 International Drive. Included in the consolidated lot would be approximately 1800 feet of Goose Bay Drive, which would be abandoned as a public right-of-way. The Board also approved the submission by Lonza of a wetland permit application to fill 50,308± square feet of wetland to facilitate the development. (As a result of DES comments, the wetland area was subsequently increased to 55,555 square feet.)

After a period of delay, Lonza is now prepared to move forward with the development and is seeking PDA Board approval of its concept plans.

The attached drawings depict the proposed construction. The Land Area Exhibit shows the additional 25.97 acres (including the portion of Goose Bay Drive) that would be added to Lonza's existing parcel. The next two plans show the size and layout of buildings as contemplated for Phase 1 and at full build out. The final attachment is a rendering of the Phase 1 manufacturing building. Also shown shaded are Parking Garage #1 and Building #3, which would be constructed as needed.

Staff has reviewed the proposal and believes it is well planned and is in general compliance with the PDA Land Use Controls and past presentations to the PDA Board. However, there are exceptions which should be noted.

Lot Line Adjustment – Cul-de-sac Waiver

The lot consolidation will require the following measures:

1. the abandonment of the lot line that currently exists between 70 and 80 Corporate Drive;
2. the privatization of approximately 1800 feet of Goose Bay Drive to be incorporated into the development;

3. the consolidation of 101 International, 70 Corporate Drive, 80 Corporate Drive, and the referenced portion of Goose Bay Drive to form a single lot of 43.5± acres; and,
4. a waiver to allow a cul-de-sac of 690 feet in length (the remainder of Goose Bay Drive) where Part 506 of the PDA Land Use Controls requires that "Cul-de-sac streets shall not in general exceed 500 feet in length unless otherwise approved by the Board."

Any Board approval should contain an acknowledgement of the cul-de-sac waiver.

Wetlands – Increased Impact Area

As noted above, in March 2016 the Board approved Lonza's submission of a State wetlands permit to fill approximately 50,308 square feet of wetland area. Mitigation measures would include daylighting of the large drainage culvert that runs through the parcel. At a pre-application meeting, Lonza's consultants met with DES staff who recommended a different path for the daylighted streambed. This new path impacts additional existing wetland areas. The wetland application has been revised to reflect this recommendation and the wetland impact is now calculated at 55,555 square feet. The difference is due to the streambed realignment.

Phasing

Lonza intends to begin construction of Building #1 immediately upon receipt of requisite permits. The building fit up, the construction of Buildings #2 and #3, and the construction of the parking garages will depend on the market demands of Lonza's customers.

Parking

Lonza plans to satisfy its parking needs for the new manufacturing buildings with the construction of two parking garages. While committed to this plan, Lonza is requesting that the commencement of the parking garage associated with Building #1 be delayed until such time as Lonza secures a customer for the manufacturing facility and begins the necessary fit up. The time required to complete the fit up work will be more than enough time to construct the parking facility. No waiver is required because the parking will be available by the time of the issuance of a certificate of occupancy.

Additional Review – Easements/Licenses, Signage, Utilities

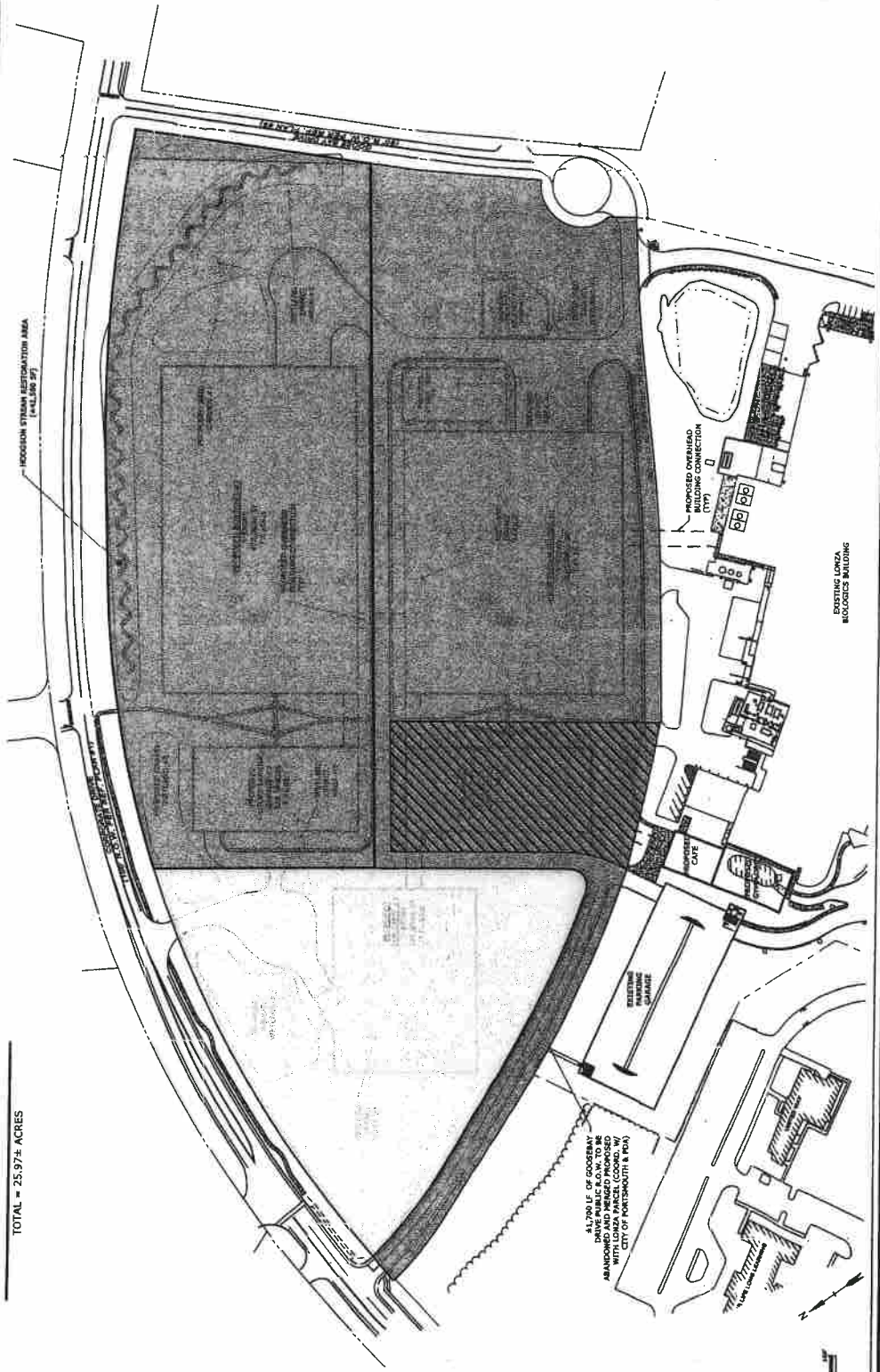
We anticipate the need for a drainage easement to accommodate the new streambed, and utility easements or licenses to allow the Goose Bay Drive privatization. With regard to utilities serving the site, Lonza has been in contact with the City to discuss the provision of water and sewer services.

We also expect that signs for the new buildings and driveways will trigger a request for a variance to exceed the allowable sign area. Upon receipt of additional information, staff will review and report back to the Board any irregularities that require additional approvals.

At next week's Board meeting, please seek approval of Lonza's concept plans for the iron parcel development as presented.

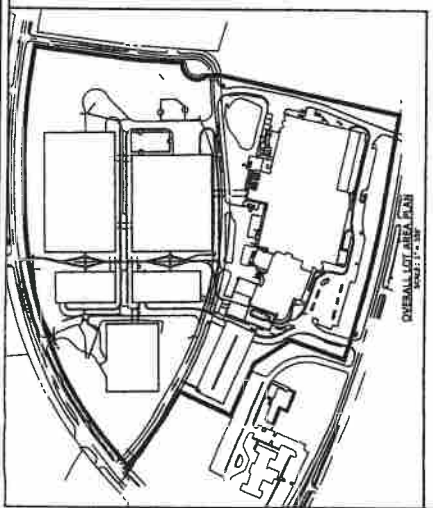
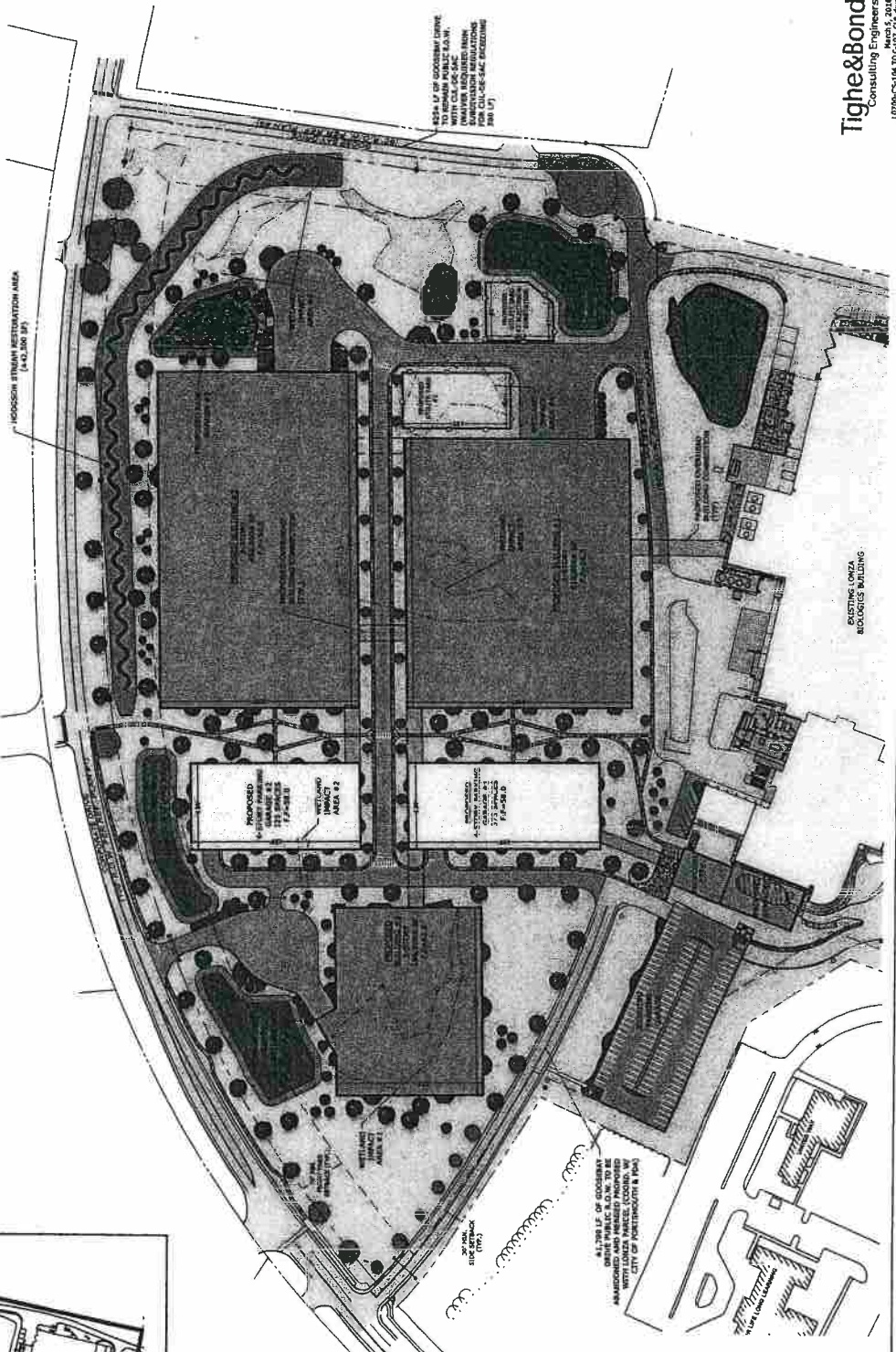
**LONZA BIOLOGICS
IRON-PARCEL
PORTSMOUTH, NEW HAMPSHIRE
LAND AREA EXHIBIT**

- LAND AREA #1 = 474,577± SF = 10.89± ACRES
 - GARAGE LAND AREA = 79,199± SF
 - LAND AREA #2 = 228,031± SF = 5.23± ACRES
 - LAND AREA #3 = 439,236± SF = 9.85± ACRES
-
- TOTAL = 25.97± ACRES



THIS PLAN IS LIMITED TO THE PROJECT DESCRIBED HEREIN AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF TIGHE & BOND CONSULTING ENGINEERS. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER AND NOT TO THE ECONOMIC CONSEQUENCES OF ANY DECISIONS MADE BY THE CLIENT OR ANY OTHER PARTY. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER AND NOT TO THE ECONOMIC CONSEQUENCES OF ANY DECISIONS MADE BY THE CLIENT OR ANY OTHER PARTY.

**LONZA BIOLOGICS
IRON PARCEL
PORTSMOUTH, NEW HAMPSHIRE
OVERALL SITE MASTER PLAN**



WETLAND & BUFFER IMPACT TABLE:

WETLAND IMPACT AREA #1:	WETLAND	22 BUTTZES
WETLAND IMPACT AREA #2:	17,428 SF	24,877 SF
WETLAND IMPACT AREA #3:	1,100 SF	N/A*
WETLAND IMPACT AREA #4:	23,047 SF	23,047 SF
WETLAND IMPACT AREA #5:	5,093 SF	N/A*
TOTAL IMPACT AREA:	55,355 SF	65,792 SF
*TOTAL WETLAND IS LESS THAN 1/4 ACRE		

OVERALL SITE DATA

TAX MAP 305, LOTS 1 & 2
LOCATION: TOWN OF COOVERS DRIVE
PORTSMOUTH, NH

ZONING DISTRICT: ANKOVY, BUSINESS & COMMERCIAL (ABC)

DIMENSIONAL REQUIREMENTS:

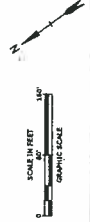
REQUIRED	PROVIDED
MINIMUM LOT AREA:	200 FT
MINIMUM STREET FRONTAGE:	70 FT
MINIMUM FRONT YARD SETBACK:	30 FT
SIDE SETBACK:	30 FT
REAR SETBACK:	51 FT
MINIMUM OPEN SPACE:	25 %
MAXIMUM STRUCTURE HEIGHT SHALL NOT EXCEED FMA CRITERIA.	41.78 %

OVERALL PARKING REQUIREMENTS:

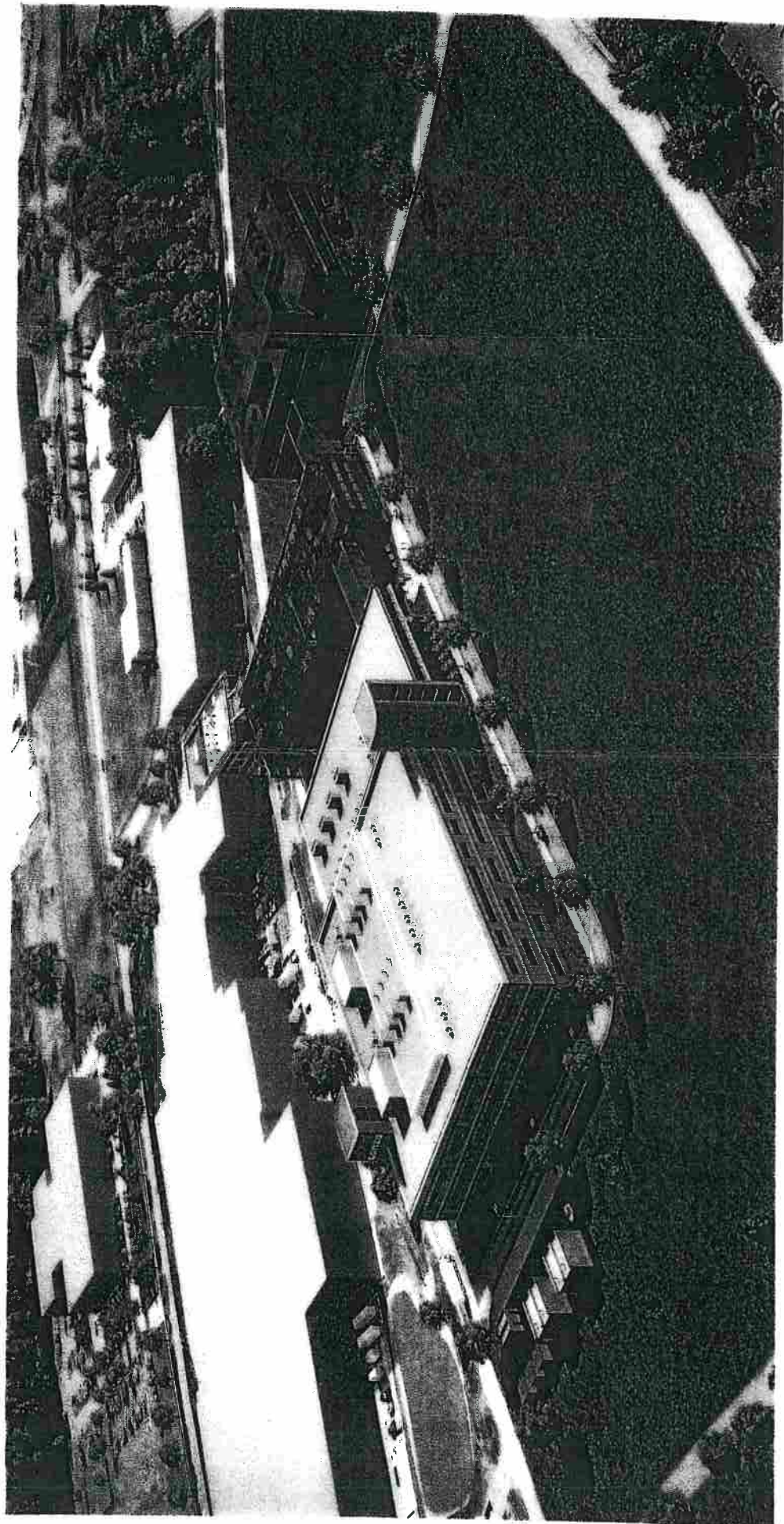
REQUIRED PARKING: 1100 SPACES ON LARGEST SHED

740 EXISTING CAN-LOTTAGE SPACES
360 ANTICIPATED EMPLOYEE SPACES
TOTAL REQUIRED: 1460 SPACES

PROPOSED PARKING GARAGE #1: 521 SPACES
PROPOSED PARKING GARAGE #2: 325 SPACES
TOTAL: 846 SPACES



85% L.P. OF COOVERS DRIVE
UNAPPROVED REQUIRED FROM
WITH CAL. OF CAL.
FOR CAL. OF CAL. EXISTING
(800 FT)



PEASE DEVELOPMENT AUTHORITY
Monday, April 16, 2018

AUDIT COMMITTEE AGENDA

COPY

Time: 8:00 AM
Place: 55 International Drive
Pease International Tradeport
Portsmouth, New Hampshire 03801

- I. Call to Order (*John Bohenko*)
- II. Acceptance of Meeting Minutes: April 19, 2017 *
- III. Public Comment
- IV. FY 2018 Audit Engagement (*Mark LaPrade*)
 - A. Engagement Letter *
 - B. Pre-Audit Communications *
- V. Next Meeting- October 11,2018
- VI. Directors' Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached

PEASE DEVELOPMENT AUTHORITY
Monday, April 16, 2018

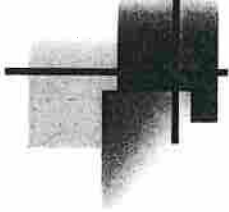
FINANCE COMMITTEE AGENDA

COPY

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

- I. Call to Order (*Robert Allard*)
- II. Acceptance of Committee Meeting Minutes: November 13, 2017*
- III. Public Comment
- IV. Reports (*Irv Canner*)
 1. Operating Results for the Eight Month Period Ending February 28, 2019 *
 2. Nine Month Cash Flow Projections through December 31, 2018 *
 3. Capital Improvement Plan: FY 2018 – FY 2025 *
- V. Committee Recommendations to the Board of Director's
 1. Accounts Receivable Write-Off * + (*Margaret Lamson*)
- VI. Next Committee Meeting- June 18, 2018
- VII. Director's Comments
- VIII. Adjournment
- IX. Press Questions

* Related Materials Attached.
+ Proposed Motion



FY 2018 FINANCIAL REPORT FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018



**FINANCE COMMITTEE MEETING
APRIL 16, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

FOR THE EIGHT MONTH PERIOD ENDING

FEBRUARY 28, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>9,818</u>	<u>9,482</u>	<u>336</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	4,299	4,104	195	6,242
BUILDINGS AND FACILITIES MAINTENANCE	1,059	915	144	1,353
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	766	788	(22)	1,153
UTILITIES <i>(PAGE #6)</i>	433	547	(114)	797
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	272	462	(190)	681
MARKETING AND PROMOTION	140	197	(57)	295
ALL OTHER <i>(PAGE #6)</i>	<u>701</u>	<u>719</u>	<u>(18)</u>	<u>1,021</u>
OPERATING INCOME	<u>7,670</u>	<u>7,732</u>	<u>(62)</u>	<u>11,542</u>
OPERATING INCOME	<u>2,148</u>	<u>1,750</u>	<u>398</u>	<u>2,777</u>
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	(1)	8	(9)	12
DEPRECIATION	<u>3,882</u>	<u>4,204</u>	<u>(322)</u>	<u>6,306</u>
NET OPERATING INCOME	<u>(1,733)</u>	<u>(2,462)</u>	<u>729</u>	<u>(3,541)</u>

BUDGET VARIANCE ANALYSIS

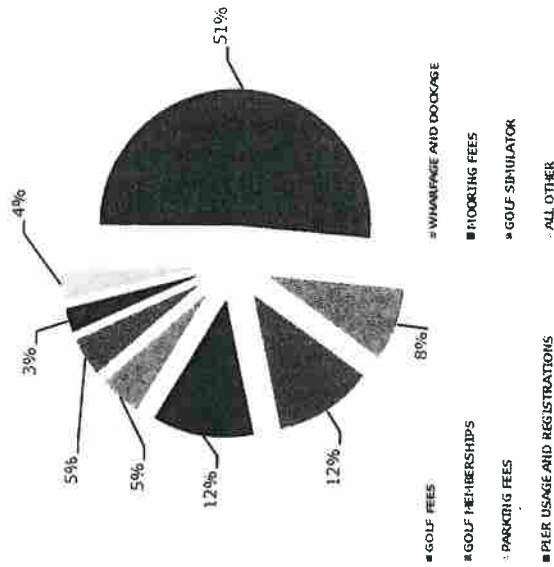
- **OPERATING REVENUES-
HIGHER BY 3.5% ...**
- TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES IN:
 - GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED
 - CONCESSION REVENUES FROM HIGHER GRILL 28 SALES
 - WHARFAGE AND DOCKAGE
 - DPH FUEL SALES
- **OPERATING COSTS-
LOWER BY 0.8%...**
 - ANTICIPATED TIMING DIFFERENCES ASSOCIATED WITH CLF RELATED LEGAL FEES
 - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED
 - TIMING DIFFERENCES IN RECEIPT OF MULTIPLE UTILITY INVOICES
 - BENEFITED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED ENPLANEMENTS AND WATERFRONT ACTIVITIES.

CONSOLIDATED OPERATING REVENUES FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	6,551	6,622	(71)	9,723
FEE REVENUES <i>(SEE PIE CHART)</i>	1,840	1,655	185	2,860
FUEL SALES <i>(SEE TABLE BELOW)</i>	590	534	56	699
CONCESSION REVENUE	310	229	81	348
GOLF MERCHANDISE	146	144	2	225
ALL OTHER- NET	<u>381</u>	<u>298</u>	<u>83</u>	<u>464</u>
	9,818	9,482	336	14,319

FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET1 VARIANCES	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	46	53	(7)	36	46	(10)
PORTSMOUTH FISH PIER	331	330	1	255	274	(19)
RYE HARBOR	94	86	8	72	80	(8)
HAMPTON HARBOR	119	65	54	89	80	9
	<u>590</u>	<u>534</u>	<u>56</u>	<u>452</u>	<u>480</u>	<u>(28)</u>

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 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
	2,517	2,468	49	3,741	SAL/ BEN	HR/ BEN	HR/ NON	SE	CON	TOTAL	
BENEFITED	425	447	(22)	725	1.0	1.0	-	-	-	2.0	
NONBENEFITED	233	139	94	198	-	19.0	-	10.0	-	29.0	
OVERTIME	(24)	-	(24)	-	3.0	8.0	9.0	-	-	20.0	
ACCRUED VACATION AND SICK	3,151	3,054	97	4,664	-	-	3.0	-	-	3.0	
FRINGE BENEFITS					3.0	4.0	-	7.0	-	14.0	
HEALTH INSUR	735	635	100	952	3.0	0.5	-	-	-	3.5	
RETIREMENT	349	350	(1)	528	2.0	1.0	1.0	-	-	4.0	
DENTAL INSURANCE	44	41	3	62	2.0	2.5	-	-	1.0	5.5	
LIFE INSURANCE	20	24	(4)	36	1.0	9.0	8.0	5.0	1.0	24.0	
	<u>1,148</u>	<u>1,050</u>	<u>98</u>	<u>1,578</u>	15.0	45.0	21.0	22.0	2.0	105.0	
	4,299	4,104	195	6,242							

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018

(\$ 000's)

<i>UTILITIES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	238	277	(39)	420
WATER	58	103	(45)	120
WASTE DISPOSAL	71	70	1	100
NATURAL GAS AND OIL	43	57	(14)	97
PROPANE	23	40	(17)	60
	433	547	(114)	797

<i>PROFESSIONAL SERVICES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
LEGAL	154	333	(179)	500
INFORMATION TECHNOLOGY	39	57	(18)	85
EXTERNAL AUDIT	48	57	(9)	73
ALL OTHER- NET	31	15	16	23
	272	462	(190)	681

<i>ADMINISTRATIVE AND GENERAL</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	231	236	(5)	357
INSURANCE	113	118	(5)	160
TELEPHONE / COMMUNICATIONS	68	79	(11)	68
BANK FEES	65	46	19	62
WORKERS' COMPENSATION	57	74	(17)	113
ALL OTHER-NET	232	235	(3)	393
	766	788	(22)	1,153

<i>ALL OTHER</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FUEL	451	481	(30)	651
COAST TROLLEY	72	80	(8)	120
GOLF MERCHANTISE	106	115	(9)	180
GOLF CART LEASE	72	43	29	70
	701	719	(18)	1,021

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	10	10	-	16	
INTEREST INCOME AND OTHER	(11)	(2)	(9)	(4)	
	<u>(1)</u>	<u>8</u>	<u>(9)</u>	<u>12</u>	
					INTEREST EXPENSE
		YEAR TO DATE			FISCAL BUDGET
				-	
				10	16
				<u>10</u>	<u>16</u>

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

CONSOLIDATED STATEMENTS OF NET POSITION

(\$ 000's)

ASSETS	JUN 30 2017	FEB 28 2018	LIABILITIES	JUN 30 2017	FEB 28 2018
CURRENT ASSETS			CURRENT LIABILITIES		
CASH AND EQUIVALENTS	4,032	4,793	ACCOUNTS PAYABLE	1,717	1,783
ACCOUNTS RECEIVABLE- NET	1,324	2,547	ACCOUNTS PAYABLE- CONSTRUCTION	888	1,427
OTHER ASSETS	536	449	UNEARNED REVENUE	699	648
TOTAL CURRENT ASSETS	5,892	7,789	REVOLVING LOC FACILITY	-	-
RESTRICTED ASSETS			CURRENT PORTION- LT LIABILITIES	116	116
CASH AND EQUIVALENTS	695	650	TOTAL CURRENT LIABILITIES	3,420	3,974
ACCOUNTS RECEIVABLES- NET	1,077	1,078	NONCURRENT LIABILITIES		
TOTAL RESTRICTED ASSETS	1,772	1,728	NET PENSION LIABILITY	5,490	5,490
CAPITAL ASSETS			OTHER LT LIABILITIES (PAGE #15)	338	209
LAND, BUILDINGS AND EQUIPMENT	64,368	63,311	TOTAL LIABILITIES	9,248	9,673
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,303	3,095	DEFERRED INFLOWS OF RESOURCES		
TOTAL ASSETS	65,671	66,406	PENSION	209	209
DEFERRED OUTFLOWS OF RESOURCES			NET POSITION		
PENSION	73,335	75,923	NET INVESTMENT IN CAPITAL ASSETS	64,435	64,746
	1,722	1,722	RESTRICTED FOR:		
			REVOLVING LOAN FUND	1,182	1,192
			HARBOR DREDGING	288	265
			FOREIGN TRADE ZONE	47	17
			UNRESTRICTED	(352)	1,543
			TOTAL NET POSITION	65,600	67,763

CASH AND EQUIVALENTS AT FEBRUARY 28, 2018

	UNRESTRICTED	RESTRICTED
PEASE DEVELOPMENT AUTHORITY		
GENERAL FUNDS	4,002	-
TENANT ESCROW	16	-
	4,018	-
DIVISION OF PORTS AND HARBORS		
GENERAL FUNDS	73	-
HARBOR MANAGEMENT	702	-
HARBOR DREDGING	-	514
REVOLVING LOAN- FISHERY FUND	-	119
FOREIGN TRADE	-	17
TOTAL	775	650
	4,793	650

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF FEBRUARY 28, 2018

(\$ 000's)

<u>PROJECT NAME</u>	<u>APPROVAL DATE</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PSM OBSTRUCTION DESIGN (SBG 04-2014)	04-25-14	333	316	265	(20)	245	-	-
PSM 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	534	(26)	434	74	-
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	393	(118)	184	91	46
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	523	(26)	169	328	316
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	3	(3)	-	-	-
PSM- AIR NATIONAL GUARD PROJECT	-	2,500	2,500	2,317	-	1,122	1,195	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	08-23-17	931	885	34	(2)	29	3	-
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	1,435	(72)	1,360	3	3
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	41	(2)	-	39	-
DPH DESIGN BARGE DOCK REPLACEMENT	-	-	-	11	-	11	-	-
							1,798	365

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 02-28-18
PORTSMOUTH AIRPORT (PSM)					
RUNWAY 16-34 DESIGN (AIP 58)	96	297	-	297	393
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	-	2,433	-	2,433	2,433
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	560	(560)	-	-
PSM RUNWAY REIMBUR AGREEMENT (AIP 59)	-	34	(34)	-	-
LED TERMINAL LIGHTING	-	28	(28)	-	-
FARGO LAMINATION PRINTER	-	11	(11)	-	-
ATCT WINDOW SHADES	-	8	(8)	-	-
OBSTRUCTION DESIGN (SBG 04-2014)	-	7	(7)	-	-
TERMINAL RESTROOM RENOVATIONS (AIP 56)	-	6	(6)	-	-
	485	3,434	(1,090)	2,344	2,829

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 02-28-18
SKYHAVEN AIRPORT (DAW)					
TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	797	669	(1,466)	(797)	-
SNOW REMOVAL EQUIPMENT (SBG 08-2017)	4	3	-	3	7
LED LIGHT REPLACEMENT / POLE PAINTING	-	26	(26)	-	-
RUNWAY RECONSTRUCTION DESIGN	-	7	(7)	-	-
	<u>801</u>	<u>705</u>	<u>(1,499)</u>	<u>(794)</u>	<u>7</u>
MAINTENANCE					
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 02-28-18
GOLF COURSE					
WELL VIABILITY STUDY	1	-	-	-	1
GOLF CART BRIDGE REPLACEMENT	-	161	-	161	161
TORO FAIRWAY MOWER	-	60	(60)	-	-
SIMULATOR EQUIPMENT	-	2	-	2	2
	<u>1</u>	<u>223</u>	<u>(60)</u>	<u>163</u>	<u>164</u>
ADMINISTRATION					
PAYROLL KIOSKS	-	9	(9)	-	-
WEBSITE REDESIGN PROJECT	-	10	-	10	10
COMPUTER REPLACEMENTS	-	15	(15)	-	-
	<u>-</u>	<u>34</u>	<u>(24)</u>	<u>10</u>	<u>10</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 02-28-18
TRADEPORT					
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	9	(9)	=	=

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 02-28-18
DIVISION OF PORTS AND HARBORS (DPH)					
FASTLANE GRANT APPLICATION	11	-	-	-	11
UPGRADE PORT SECURITY AND SOFTWARE	5	36	-	36	41
PORTSMOUTH FISH PIER INSPECTION	-	25	(25)	-	-
PORTSMOUTH FISH PIER ELECTRICAL DESIGN	-	18	-	18	18
SECURITY LIGHTING UPGRADE	-	15	-	15	15
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>116</u>	<u>(47)</u>	<u>69</u>	<u>85</u>
TOTAL	<u>1,303</u>	<u>4,617</u>	<u>(2,825)</u>	<u>1,792</u>	<u>3,095</u>

LONG TERM DEBT LIABILITIES AS OF FEBRUARY 28, 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	CITY OF PORTSMOUTH
ACCRUED SICK LIABILITY	-	93	93	348
TOTAL	<u>116</u>	<u>209</u>	<u>325</u>	<u>PAID IN FY 2018</u> <u>(116)</u> <u>232</u>

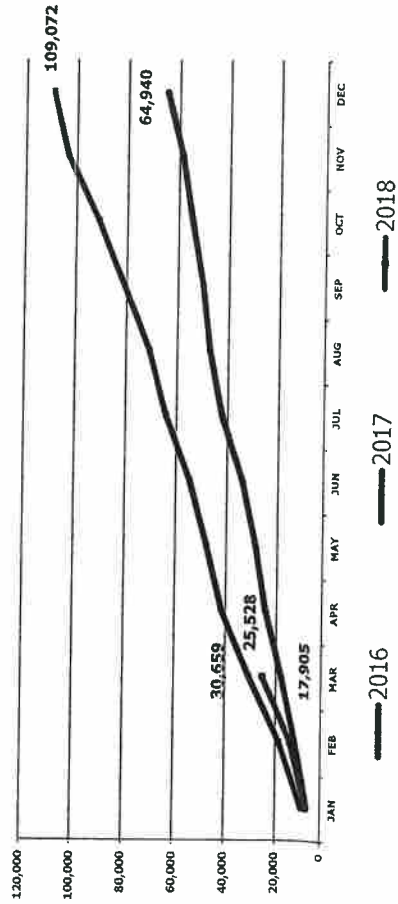
STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>632</u>	<u>581</u>	<u>51</u>	<u>1,014</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	724	1,043	(319)	959
BUILDINGS AND FACILITIES MAINTENANCE	497	390	107	1,156
GENERAL AND ADMINISTRATIVE	178	164	14	246
UTILITIES	196	214	(18)	322
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	12	12	-	18
ALL OTHER	-	-	-	-
OPERATING INCOME	<u>(975)</u>	<u>(1,242)</u>	<u>267</u>	<u>(1,687)</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	2,247	2,533	(286)	3,800
NET OPERATING INCOME	<u>(3,222)</u>	<u>(3,775)</u>	<u>553</u>	<u>(5,487)</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
FACILITIES RENTAL	536	533	3	801
CONCESSION REVENUES	51	5	46	7
FEE REVENUES	27	11	16	141
ALL OTHER	18	32	(14)	65
	<u>632</u>	<u>581</u>	<u>51</u>	<u>1,014</u>

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>115</u>	<u>123</u>	<u>(8)</u>	<u>115</u>	<u>123</u>	<u>(8)</u>	<u>180</u>
FACILITIES RENTAL	74	70	4	74	70	4	105
FUEL SALES	46	53	(7)	46	53	(7)	74
ALL OTHER	(5)	-	(5)	(5)	1	(8)	1
	<u>115</u>	<u>123</u>	<u>(8)</u>	<u>115</u>	<u>180</u>		<u>180</u>
OPERATING EXPENSES							
PERSONNEL SERVICES AND BENEFITS	33	49	(16)	33	49	(16)	92
BUILDINGS AND FACILITIES MAINTENANCE	56	44	12	56	44	12	82
GENERAL AND ADMINISTRATIVE	22	26	(4)	22	26	(4)	29
UTILITIES	16	21	(5)	16	21	(5)	31
PROFESSIONAL SERVICES	4	4	-	4	4	-	5
MARKETING AND PROMOTION	-	-	-	-	-	-	-
ALL OTHER- FUEL	36	46	(10)	36	46	(10)	63
	<u>167</u>	<u>190</u>	<u>(23)</u>	<u>167</u>	<u>190</u>	<u>(23)</u>	<u>302</u>
OPERATING INCOME	<u>(52)</u>	<u>(67)</u>	<u>15</u>	<u>(52)</u>	<u>(67)</u>	<u>15</u>	<u>(122)</u>
NONOPERATING (INCOME) AND EXPENSE							
DEPRECIATION	296	283	13	296	283	13	426
NET OPERATING INCOME	<u>(347)</u>	<u>(349)</u>	<u>2</u>	<u>(347)</u>	<u>(349)</u>	<u>2</u>	<u>(548)</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	YTD TOTAL YEAR	YTD AVE PRICE
GALLONS OF FUEL SOLD					
FY 2017	349	12,006	16,735	\$ 4.13	
FY 2018	698	10,588	10,588	\$ 4.37	

	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
NET CASH FLOW					
FY 2018	(52)	(705)	-	1,367	610
FY 2017	(91)	(929)	-	301	(719)
FY 2016	(53)	(193)	-	451	205
FY 2009-2015	(691)	(4,477)	(100)	3,603	(1,665)
	<u>(887)</u>	<u>(6,304)</u>	<u>(100)</u>	<u>5,723</u>	<u>(1,569)</u>

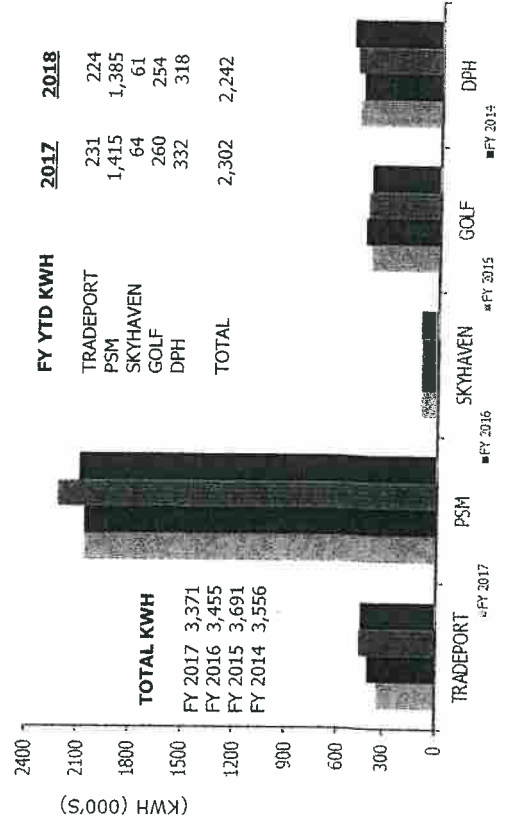
STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>5,797</u>	<u>5,736</u>	<u>61</u>	<u>8,368</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	108	208	(100)	313
GENERAL AND ADMINISTRATIVE	31	31	-	46
UTILITIES	67	81	(14)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	72	80	(8)	120
OPERATING INCOME	<u>5,519</u>	<u>5,336</u>	<u>183</u>	<u>7,756</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	520	543	(23)	816
NET OPERATING INCOME	<u>4,999</u>	<u>4,793</u>	<u>206</u>	<u>6,940</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
RENTAL OF FACILITIES	5,556	5,571	(15)	8,121
ALL OTHER	241	165	76	247
	<u>5,797</u>	<u>5,736</u>	<u>61</u>	<u>8,368</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 GOLF COURSE

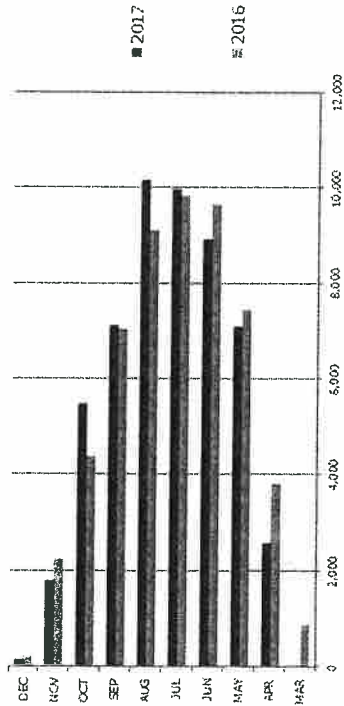
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,676</u>	<u>1,535</u>	<u>141</u>	<u>2,375</u>	CONCESSION REVENUES	256	218	38	335
OPERATING EXPENSES					FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	622	573	49	894	GOLF FEES	953	878	75	1,357
BUILDINGS AND FACILITIES MAINTENANCE	246	214	32	320	MEMBERSHIPS	218	198	20	320
GENERAL AND ADMINISTRATIVE	179	161	18	237	SIMULATOR	85	85	-	120
UTILITIES	84	156	(72)	195	LESSONS	9	12	(3)	18
PROFESSIONAL SERVICES	14	12	2	17		<u>1,265</u>	<u>1,173</u>	<u>92</u>	<u>1,815</u>
MARKETING AND PROMOTION	33	39	(6)	58	MERCHANDISE AND OTHER	155	144	11	225
ALL OTHER	179	158	21	250		<u>1,676</u>	<u>1,535</u>	<u>141</u>	<u>2,375</u>
	<u>1,357</u>	<u>1,313</u>	<u>44</u>	<u>1,971</u>	BUSINESS UNIT ANALYSIS				
OPERATING INCOME	319	222	97	404	PRO SHOP	146	1,189	256	85
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	COURSE OPERA	131	1,079	111	36
DEPRECIATION	264	258	(6)	387	FOOD / BEV	15	145	49	319
NET OPERATING INCOME	<u>55</u>	<u>(36)</u>	<u>91</u>	<u>17</u>	OPERATING INCOME	15	110	145	49

KEY GOLF COURSE BENCHMARKING DATA FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018

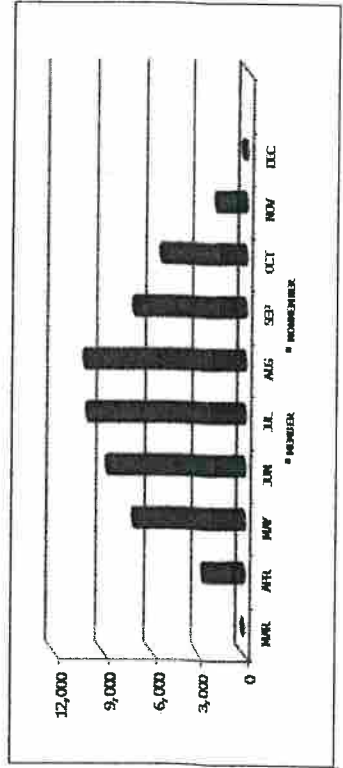
GOLF SIMULATOR REVENUES		GRILL 28 GROSS SALES			
	FY 2017	FY 2018			
JULY	\$ 148	\$ 253	JULY	\$ 183,674	\$ 195,199
AUGUST	64	992	AUGUST	191,472	210,451
SEPTEMBER	-	251	SEPTEMBER	160,353	178,766
OCTOBER	3,827	3,135	OCTOBER	122,716	156,482
NOVEMBER	12,420	14,913	NOVEMBER	88,068	98,447
DECEMBER	21,198	18,951	DECEMBER	108,400	115,699
JANUARY	28,021	23,260	JANUARY	91,004	100,736
FEBRUARY	23,123	23,406	FEBRUARY	82,539	95,902
MARCH	25,130	23,249	MARCH	86,387	86,828
APRIL	9,270	-	APRIL	118,351	-
MAY	1,345	-	MAY	172,014	-
JUNE	253	-	JUNE	204,313	-
	\$ 124,799	\$ 108,410		\$ 1,659,595	\$ 1,238,510

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)



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

CLUB/ COURSE FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	27,642	38,901
TOURNAMENT PLAY	146,619	127,347
LEAGUES	69,055	74,513
FOOD AND ROOM FEES	164,694	144,708

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>1,496</u>	<u>1,405</u>	<u>91</u>	<u>2,220</u>	FACILITY RENTALS	380	443	(63)	691
OPERATING EXPENSES					CONCESSION REVENUE	3	6	(3)	6
PERSONNEL SERVICES AND BENEFITS	689	664	24	999	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	84	91	(7)	177	MOORING FEES	221	217	4	325
GENERAL AND ADMINISTRATIVE	107	127	(20)	213	PARKING	86	83	3	116
UTILITIES	70	75	(5)	116	REGISTRATIONS	19	29	(10)	150
PROFESSIONAL SERVICES	13	19	(6)	26	WHARF / DOCK	<u>159</u>	<u>82</u>	<u>77</u>	<u>214</u>
MARKETING AND PROMOTION	-	1	(1)	2	FUEL SALES	<u>485</u>	<u>411</u>	<u>74</u>	<u>805</u>
ALL OTHER - FUEL	415	434	(19)	588	ALL OTHER	84	64	20	93
	<u>1,378</u>	<u>1,411</u>	<u>(33)</u>	<u>2,121</u>	TOTAL	<u>1,496</u>	<u>1,405</u>	<u>91</u>	<u>2,220</u>
OPERATING INCOME	118	(6)	124	99	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(1)	-	(1)	(1)	HAMPTON HARBOR	175	172	3	240
DEPRECIATION	471	495	(24)	741	RYE HARBOR	124	124	0	274
NET OP INCOME	<u>(352)</u>	<u>(501)</u>	<u>149</u>	<u>(641)</u>	PORTSMOUTH FISH PIER	306	306	0	219
					MARKET STREET	293	293	0	(218)
					HARBOR MANAG	39	39	0	(34)
					ADMIN	270	270	0	(218)

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET		FISCAL YEAR BUDGET
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	
HARBOR DREDGING									
OPERATING REVENUES	66	65	5	5	-	-	5	5	5
OPERATING EXPENSES									
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	30	25	30	-	-	30	-	-	-
GENERAL AND ADMINISTRATIVE	4	-	-	-	4	-	1	(1)	1
UTILITIES	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	5	-	-	-	5	-	8
ALL OTHER	-	-	-	-	-	-	-	-	-
	34	25	35	6	9	29	9	9	9
OPERATING INCOME	32	40	(30)	(1)	(8)	(29)	(4)	(4)	(4)
NONOPERATING (INCOME) AND EXPENSE	(1)	(1)	-	-	-	-	-	-	-
DEPRECIATION	45	44	-	-	1	-	-	-	-
NET OPERATING INCOME	(12)	(3)	(30)	(1)	(9)	(29)	(4)	(4)	(4)

STATEMENT OF OPERATIONS FOR THE EIGHT MONTH PERIOD ENDING FEBRUARY 28, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
REVOLVING LOAN FUND				
OPERATING REVENUES	30	32	(2)	48
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	20	15	5	22
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
OPERATING INCOME	9	17	(8)	26
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	9	17	(8)	26

REVOLVING LOAN FUND RECONCILIATION	
	BALANCE AT 06-30-2017 BALANCE AT 02-28-2018
CASH BALANCES	
GENERAL FUNDS	111 119
SEQUESTERED FUNDS	- -
LOANS OUTSTANDING	111 119
CURRENT LONG TERM	132 157
	940 919
	<u>1,072</u> <u>1,076</u>
	<u>1,183</u> <u>1,195</u>
CAPITAL UTILIZATION RATE- % (*)	90.6 90.0
FUND EXCESS (DEFICIENCY)- % (*)	15.6 15.0

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

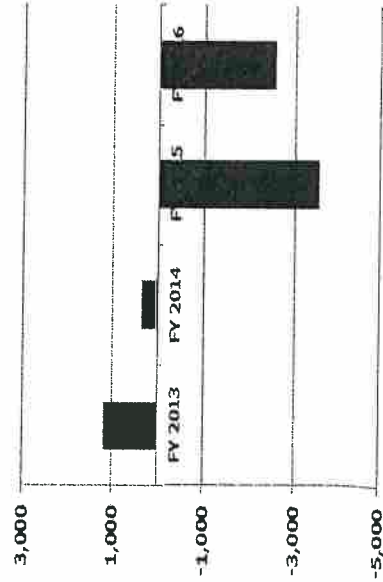
(\$ 000's)

	JUN 30 2017	FEB 28 2018
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	3,256	4,020
ACCOUNTS RECEIVABLE- NET	1,258	2,411
OTHER ASSETS	493	415
TOTAL CURRENT ASSETS	5,007	6,846
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	54,127	53,540
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	3,010
TOTAL ASSETS	55,414	56,550
DEFERRED OUTFLOWS OF RESOURCES	60,421	63,396
PENSION	1,380	1,380
LIABILITIES	1,340	
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	1,231	1,340
ACCOUNTS PAYABLE- CONSTRUCTION	888	1,427
UNEARNED REVENUE	408	356
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	116	116
TOTAL CURRENT LIABILITIES	2,642	3,239
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	4,355	4,355
OTHER LT LIABILITIES	316	192
TOTAL LIABILITIES	4,671	4,547
DEFERRED INFLOWS OF RESOURCES		
PENSION	162	162
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	54,178	54,890
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	148	1,938
TOTAL NET POSITION	54,326	56,828

DISCUSSION AND ANALYSIS

- CONTINUED FINANCIAL OBLIGATION TO SUPPORT NONGRANT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.
- ACCRUED PENSION LIABILITY FOR JUNE 30, 2017 NOW UNDER REVIEW.
- REVENUE ESCALATION / CPI HAS BEEN EXCEEDED BY COST ESCALATION RELATIVE TO PERSONNEL SERVICES AND BENEFITS.

NET UNRESTRICTED POSITION AT JUNE 30



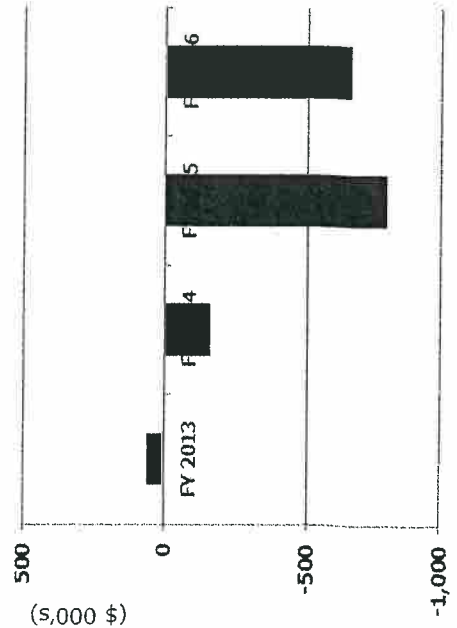
PORT AUTHORITY OF NEW HAMPSHIRE STATEMENT OF NET POSITION- UNRESTRICTED FUNDS

(\$ 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	FEB 28 2018
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	773
ACCOUNTS RECEIVABLE- NET	66	136
OTHER ASSETS	44	35
TOTAL CURRENT ASSETS	886	944
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,111
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	53
TOTAL ASSETS	9,589	9,164
DEFERRED OUTFLOWS OF RESOURCES	10,475	10,108
PENSION	342	342
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	233	188
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	292
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	524	480
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
TOTAL LIABILITIES	1,681	1,633
DEFERRED INFLOWS OF RESOURCES		
PENSION	47	47
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,588	9,164
RESTRICTED FOR: REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE UNRESTRICTED	(500)	(394)
TOTAL NET POSITION	9,089	8,770

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

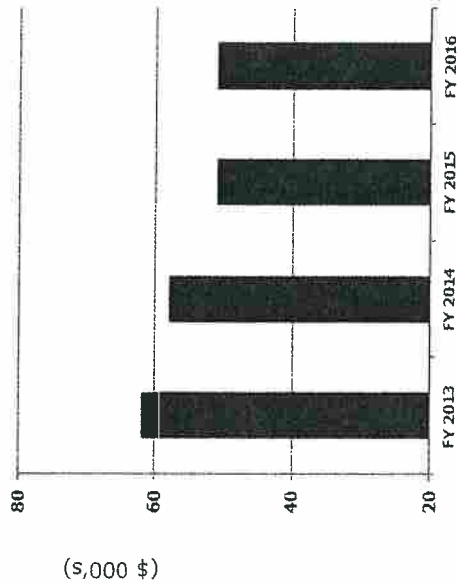
(\$ 000's)

	JUN 30 2017	FEB 28 2018	JUN 30 2017	FEB 28 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-		
ACCOUNTS RECEIVABLE- NET	-	-		
OTHER ASSETS	-	-		
TOTAL CURRENT ASSETS	=	=		
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	47	17		
ACCOUNTS RECEIVABLES- NET	-	-		
TOTAL RESTRICTED ASSETS	47	17		
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-		
TOTAL ASSETS	47	17		
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	47	17
TOTAL NET POSITION	47	17	47	17
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-		
ACCOUNTS PAYABLE- CONSTRUCTION	-	-		
UNEARNED REVENUE	-	-		
REVOLVING LOC FACILITY	-	-		
CURRENT PORTION- LT LIABILITIES	-	-		
TOTAL CURRENT LIABILITIES	=	=		
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-		
OTHER LT LIABILITIES	-	-		
TOTAL LIABILITIES	=	=	=	=
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-		
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-		
HARBOR DREDGING	-	-		
FOREIGN TRADE ZONE	-	-		
UNRESTRICTED	-	-	47	17
TOTAL NET POSITION	47	17	47	17

DISCUSSION AND ANALYSIS

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION
AT JUNE 30**



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

(\$ 000's)

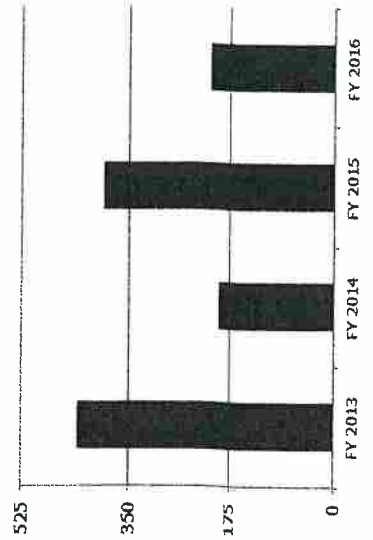
	JUN 30 2017	FEB 28 2018	JUN 30 2017	FEB 28 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	253	252
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	537	514	253	252
ACCOUNTS RECEIVABLE- NET	4	3	-	-
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>517</u>	<u>253</u>	<u>252</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	668	658	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	33	-	-
TOTAL ASSETS	<u>668</u>	<u>691</u>	<u>668</u>	<u>691</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	288	265
TOTAL NET POSITION	<u>668</u>	<u>691</u>	<u>956</u>	<u>956</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>253</u>	<u>252</u>	<u>253</u>	<u>252</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	668	691	668	691
RESTRICTED FOR: REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	288	265
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>956</u>	<u>956</u>	<u>956</u>	<u>956</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

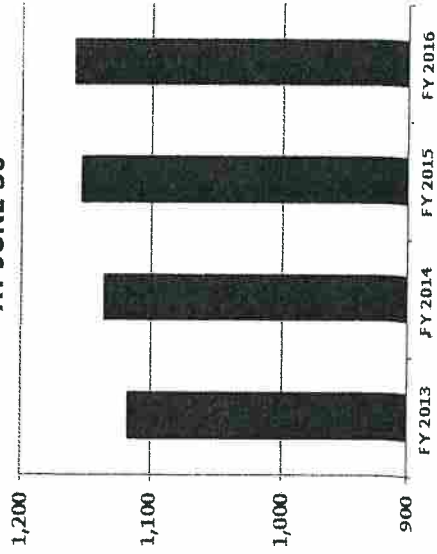
(\$ 000's)

	JUN 30 2017	FEB 28 2018	JUN 30 2017	FEB 28 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	119	111	119
ACCOUNTS RECEIVABLES- NET	1,072	1,075	1,072	1,075
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,194</u>	<u>1,183</u>	<u>1,194</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,183</u>	<u>1,194</u>	<u>1,183</u>	<u>1,194</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	1	-	1	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>2</u>	<u>1</u>	<u>2</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>2</u>	<u>1</u>	<u>2</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	1,182	1,182	1,182	1,182
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,182</u>	<u>1,192</u>	<u>1,182</u>	<u>1,192</u>

DISCUSSION AND ANALYSIS

- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- LOAN RATIO IN EXCESS OF 75.0%.
- CURRENT REGULATORY CLIMATE DOES HOWEVER POTENTIALLY CHALLENGE THE DEMAND FOR FUTURE LOANS AND POTENTIALLY, REPAYMENT OF CURRENT LOANS OUTSTANDING.

NET RESTRICTED POSITION AT JUNE 30



CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING DECEMBER 31, 2018



**FINANCE COMMITTEE MEETING
APRIL 16, 2018**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW APRIL 1, 2018 TO DECEMBER 31, 2018

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

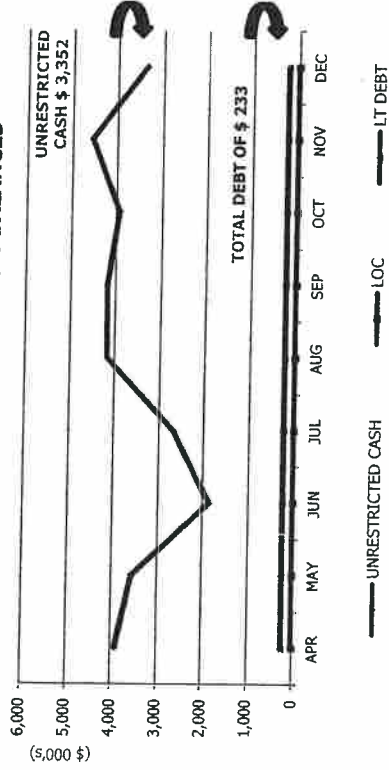
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>3,490</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,705
GRANT AWARDS (SEE PAGE #8)	5,349
GOLF COURSE FEE AND CONCESSION REVENUES	1,805
PORTSMOUTH AIRPORT- LEASES, FUEL FLOWAGE FEES AND PAY FOR PARKING	730
MUNICIPAL SERVICE FEE (COP)- NET	24
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	137
EXTERNAL BANK WORKING CAPITAL- NET	<u>14,750</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	4,690
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	4,076
OPERATING EXPENSES	3,315
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	2,807
LONG TERM DEBT RETIREMENT	-
NET CASH FLOW	<u>14,888</u>
	(138)
CLOSING FUND BALANCE	<u>3,352</u>

DISCUSSION

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

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

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 03-31-2018	BALANCE AT 06-30-2017
PDA UNRESTRICTED	3,490	3,246
PDA DESIGNATED	16	11
TOTAL	<u>3,506</u>	<u>3,257</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>3,490</u>	<u>3,894</u>	<u>3,549</u>	<u>1,847</u>	<u>2,654</u>	<u>4,153</u>	<u>4,168</u>	<u>3,923</u>	<u>4,547</u>	<u>3,490</u>
SOURCES OF FUNDS										
TRADEPORT TENANTS	665	1,085	665	855	670	685	685	705	690	6,705
GRANT AWARDS (SEE PAGE #8)	1,200	374	1,795	400	1,105	-	-	285	190	5,349
MUNICIPAL SERVICE FEE	250	375	250	250	375	250	250	375	250	2,625
GOLF COURSE	200	200	250	290	300	215	200	100	50	1,805
PORTSMOUTH AIRPORT	45	50	45	45	50	45	45	50	45	420
SKYHAVEN AIRPORT	14	15	15	17	17	15	15	14	15	137
FUEL FLOWAGE FEES	-	-	-	25	25	25	30	25	30	160
PAY FOR PARKING- PSM	-	-	-	-	-	-	50	50	50	150
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	<u>2,374</u>	<u>2,099</u>	<u>3,020</u>	<u>1,882</u>	<u>2,542</u>	<u>1,235</u>	<u>1,275</u>	<u>1,604</u>	<u>1,320</u>	<u>17,351</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	485	495	515	525	560	540	525	515	530	4,690
CAPITAL- GRANT RELATED (SEE PAGE #4)	969	1,031	1,326	150	100	130	170	100	100	4,076
OPERATING EXPENSES	400	310	400	375	350	350	300	315	515	3,315
MUNICIPAL SERVICE FEE	-	-	1,290	-	21	-	-	-	1,290	2,601
CAPITAL- NONGRANT (SEE PAGES #5-#7)	116	608	1,191	25	12	200	525	50	80	2,807
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	-	-	-
	<u>1,970</u>	<u>2,444</u>	<u>4,722</u>	<u>1,075</u>	<u>1,043</u>	<u>1,220</u>	<u>1,520</u>	<u>980</u>	<u>2,515</u>	<u>17,489</u>
NET CASH FLOW	404	(345)	(1,702)	807	1,499	15	(245)	624	(1,195)	(138)
CLOSING FUND BALANCE	<u>3,894</u>	<u>3,549</u>	<u>1,847</u>	<u>2,654</u>	<u>4,153</u>	<u>4,168</u>	<u>3,923</u>	<u>4,547</u>	<u>3,352</u>	<u>3,352</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY	500	500	400	-	-	-	-	-	-	1,400
OBSTRUCTION MITIGATION- CONSTRUCT	200	200	79	75	-	-	-	-	-	554
RUNWAY 16-34 DESIGN	115	200	179	75	100	30	170	-	-	869
OBSTRUCTION- DESIGN PHASE	-	40	-	-	-	-	-	-	-	40
TERMINAL IMPROVEMENT PLANNING	150	75	165	-	-	-	-	-	-	390
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	100	-	100	100	300
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	4	16	10	-	-	-	-	-	-	30
ROTARY PLOW **	=	=	493	=	=	=	=	=	=	493
	<u>969</u>	<u>1,031</u>	<u>1,326</u>	<u>150</u>	<u>100</u>	<u>130</u>	<u>170</u>	<u>100</u>	<u>100</u>	<u>4,076</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT- SPRINGS **	-	-	-	-	-	-	5	-	-	5
TAXIWAY RELAMPING- LED**	-	-	-	-	-	-	-	25	-	25
	=	=	=	=	=	=	5	25	=	30
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	-	-	-	-	12	-	25	-	40	77
FIREWALL REPLACEMENT **	-	-	17	-	-	-	-	-	-	17
PROPERTY MANAGEMENT SOFTWARE **	-	-	-	10	-	-	-	-	-	10
	=	=	17	10	12	=	25	=	40	104
GOLF COURSE										
CLUBHOUSE RENOVATIONS	10	25	-	-	-	-	-	10	20	65
PATIO UPGRADE	-	-	10	-	-	-	-	-	-	10
TRIPLEX GREENS MOWER	-	-	80	-	-	-	-	-	-	80
TRIM MOWERS (2)	-	50	-	-	-	-	-	-	-	50
BLUE COURSE BRIDGE	15	28	=	=	=	=	=	=	=	43
	25	103	90	=	=	=	=	10	20	248

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

NONGRANT REIMBURSEMENT (CONTINUED):	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
PORTSMOUTH AIRPORT										
PAY FOR PARKING **	-	50	350	-	-	-	-	-	-	400
GROUND TRANSPORTATION BUS **	-	-	-	-	-	-	100	-	-	100
TERMINAL LIGHTING- LED	-	-	22	-	-	-	-	-	-	22
TERMINAL RUNWAY RELAMPING (LED) **	20	30	-	-	-	-	-	-	-	50
TERMINAL CARPETING **	-	-	-	-	-	-	25	-	-	25
TERMINAL ROOF REPLACEMENT DESIGN **	15	15	20	-	-	-	-	-	-	50
TERMINAL ROOF REPLACEMENT **	-	-	-	-	-	200	300	-	-	500
TERMINAL EXPANSION DESIGN **	-	300	450	-	-	-	-	-	-	750
SECURITY BADGING SYSTEM UPGRADE AND INTEGRATION **	-	-	10	15	-	-	-	-	-	25
BAGGAGE HANDLING SYSTEM REPLACEMENT DESIGN **	5	10	-	-	-	-	-	-	-	15
HVAC UNITS **	40	60	112	-	-	-	-	-	-	212
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	-	35	-	-	35
AIRFIELD SIGNAGE- LED LIGHTING **	-	-	50	-	-	-	-	-	-	50
TREE REPLACEMENT **	-	-	15	-	-	-	-	-	-	15
AIRPORT BADGE PRINTER	11	-	-	-	-	-	-	-	-	11
UPGRADE DAC CONNECTION **	-	25	-	-	-	-	-	-	-	25
	<u>91</u>	<u>490</u>	<u>1,029</u>	<u>15</u>	<u>-</u>	<u>200</u>	<u>460</u>	<u>-</u>	<u>-</u>	<u>2,285</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
STORMWATER TREATMENT	-	15	10	-	-	-	-	15	20	60
DITCH MAINTENANCE	-	-	-	-	-	-	5	-	-	5
	=	15	10	=	=	=	5	15	20	65
MAINTENANCE										
BUILDING INFRASTRUCTURE**	-	-	-	-	-	-	30	-	-	30
VEHICLE FLEET REPLACEMENT **	-	-	45	-	-	-	-	-	-	45
	=	=	45	=	=	=	30	=	=	75
TOTAL	116	608	1,191	25	12	200	525	50	80	2,807

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<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>DEC</u>	<u>TOTAL</u>
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY	1,200	-	1,000	400	-	-	-	-	-	2,600
OBSTRUCTION MITIGATION- CONSTRUCT	-	190	190	-	150	-	-	-	-	530
SECURITY IDENTIFICATION SYSTEM	-	65	95	-	50	-	-	-	-	210
RUNWAY 16-34 DESIGN	-	45	300	-	240	-	-	285	-	870
TERMINAL BATHROOM RENOVATIONS	-	74	-	-	-	-	-	-	-	74
TERMINAL IMPROVEMENT PLANNING	-	-	210	-	150	-	-	-	-	360
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	-	-	-	190	190
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	-	-	-	-	45	-	-	-	-	45
ROTARY PLOW **	-	-	-	-	470	-	-	-	-	470
TOTAL	1,200	374	1,795	400	1,105	-	-	285	190	5,349

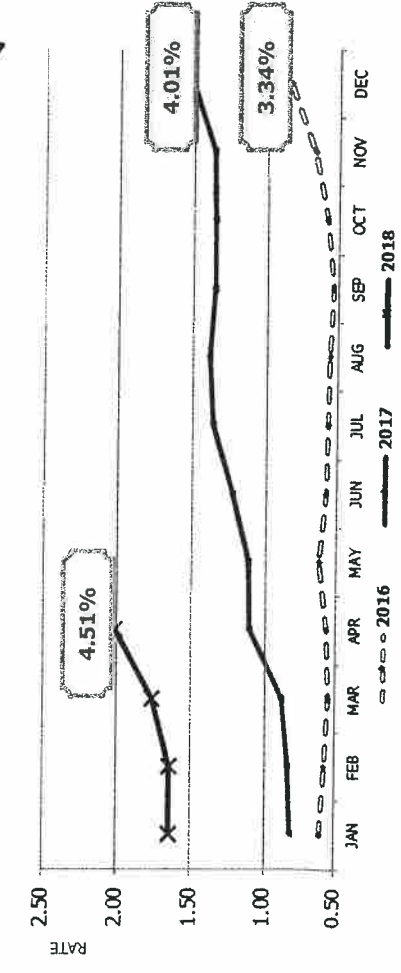
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

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

OUTSTANDING DEBT ANALYSIS	BALANCE AT 03-31-2018	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
WEIGHTED AVERAGE	233	349		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)

	<u>AMOUNT</u>
OPENING FUND BALANCE	767
SOURCES OF FUNDS	
FACILITY RENTALS	524
REGISTRATIONS / WHARFAGE	265
FUEL SALES	240
PARKING FEES AND CONCESSIONS	150
MOORING FEES	75
	<u>1,254</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,132
OPERATING EXPENSES	398
FUEL PROCUREMENT	225
CAPITAL EXPENDITURES	30
	<u>1,785</u>
NET CASH FLOW	(518)
CLOSING FUND BALANCE	236

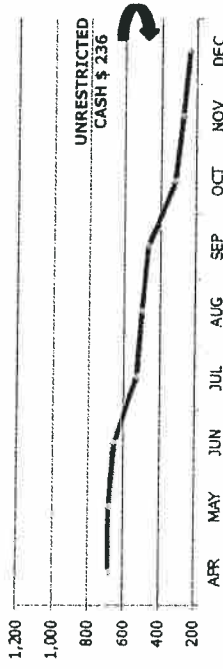
DISCUSSION

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 03-31-2018	BALANCE AT 06-30-2017
UNRESTRICTED FUNDS	767	775
HARBOR DREDGING	516	538
FOREIGN TRADE ZONE	12	46
REVOLVING LOAN FUND	<u>133</u>	<u>111</u>
TOTAL	<u>1,429</u>	<u>1,470</u>

(\$ 000's)

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

	<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>DEC</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>767</u>	<u>686</u>	<u>683</u>	<u>658</u>	<u>530</u>	<u>502</u>	<u>466</u>	<u>317</u>	<u>272</u>	<u>767</u>
SOURCES OF FUNDS										
FACILITY RENTALS	57	57	58	57	57	58	60	60	60	524
CONCESSION REVENUES	2	4	4	-	-	-	-	-	-	10
MOORING FEES	50	25	-	-	-	-	-	-	-	75
REGISTRATIONS / WHARFAGE	40	40	25	25	15	15	25	40	40	265
PARKING FEES	-	10	30	40	40	10	10	-	-	140
FUEL SALES	25	25	25	30	30	30	25	25	25	240
	<u>174</u>	<u>161</u>	<u>142</u>	<u>152</u>	<u>142</u>	<u>113</u>	<u>120</u>	<u>125</u>	<u>125</u>	<u>1,254</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	195	85	90	210	92	85	200	85	90	1,132
BUILDINGS AND FACILITIES	15	20	15	20	15	15	15	15	15	145
GENERAL AND ADMINISTRATIVE	12	11	12	11	11	12	12	12	12	105
UTILITIES	13	13	12	14	15	12	12	13	14	118
PROFESSIONAL SERVICES	10	-	-	10	-	-	10	-	-	30
FUEL PROCUREMENT	10	25	30	15	35	25	20	30	30	225
CAPITAL EXPENDITURES AND OTHER	-	10	8	-	2	-	-	10	-	30
	<u>255</u>	<u>164</u>	<u>167</u>	<u>280</u>	<u>170</u>	<u>149</u>	<u>269</u>	<u>170</u>	<u>161</u>	<u>1,785</u>
NET CASH FLOW	<u>(81)</u>	<u>(3)</u>	<u>(25)</u>	<u>(128)</u>	<u>(28)</u>	<u>(36)</u>	<u>(149)</u>	<u>(45)</u>	<u>(36)</u>	<u>(531)</u>
CLOSING FUND BALANCE	<u>686</u>	<u>683</u>	<u>658</u>	<u>530</u>	<u>502</u>	<u>466</u>	<u>317</u>	<u>272</u>	<u>236</u>	<u>236</u>

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

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>516</u>	<u>485</u>	<u>438</u>	<u>369</u>	<u>381</u>	<u>400</u>	<u>392</u>	<u>401</u>	<u>435</u>	<u>516</u>
SOURCES OF FUNDS										
PIER USAGE FEES	5	10	5	10	15	5	10	10	5	75
REGISTRATIONS	2	4	4	2	3	2	2	2	2	23
FUEL FLOWAGE FEES	2	3	2	2	3	2	2	3	2	21
GRANT FUNDING	-	-	-	-	-	-	-	23	-	23
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	9	17	11	14	21	9	14	38	9	142
BUILDINGS AND FACILITIES	-	2	-	2	-	2	-	2	-	8
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	40	60	80	-	-	15	5	-	-	200
NET CASH FLOW	40	64	80	2	2	17	5	4	9	<u>214</u>
	(31)	(47)	(69)	12	19	(8)	9	34	9	(72)
CLOSING FUND BALANCE	<u>485</u>	<u>438</u>	<u>369</u>	<u>381</u>	<u>400</u>	<u>392</u>	<u>401</u>	<u>435</u>	<u>444</u>	<u>444</u>

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

(\$ 000's)

	APR 13	MAY 11	JUN 11	JUL 11	AUG 11	SEP 9	OCT 9	NOV 14	DEC 14	TOTAL 13
OPENING FUND BALANCE										
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	5	5	-	-	5
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	-	-	2	-	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	2	-	-	-	2	-	-	-	2	6
	(2)	-	-	-	(2)	5	5	-	(2)	(1)
CLOSING FUND BALANCE	11	11	11	11	9	14	14	14	12	12

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

14

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>133</u>	<u>69</u>	<u>85</u>	<u>103</u>	<u>121</u>	<u>139</u>	<u>155</u>	<u>172</u>	<u>153</u>	<u>133</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	34	14	15	15	15	15	14	14	14	150
INTEREST INCOME-LOANS	5	5	5	5	5	4	4	4	4	41
INTEREST INCOME- FUND BALANCE	-	-	1	-	-	-	1	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>39</u>	<u>19</u>	<u>21</u>	<u>20</u>	<u>20</u>	<u>19</u>	<u>19</u>	<u>18</u>	<u>18</u>	<u>193</u>
USE OF FUNDS										
NEW LOANS ISSUED	100	-	-	-	-	-	-	35	-	135
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	3	3	2	2	3	2	2	3	23
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>103</u>	<u>3</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>158</u>
	(64)	16	18	18	18	16	17	(19)	15	35
NET CASH FLOW										
CLOSING FUND BALANCE	<u>69</u>	<u>85</u>	<u>103</u>	<u>121</u>	<u>139</u>	<u>155</u>	<u>172</u>	<u>153</u>	<u>168</u>	<u>168</u>

PEASE DEVELOPMENT AUTHORITY

CAPITAL IMPROVEMENT PLAN

FY 2018 - FY 2025

**FINANCE COMMITTEE MEETING
APRIL 16, 2018**

TABLE OF CONTENTS

	<u>PAGE #</u>
SUMMARY FINDINGS	3-5
CAPITAL PROJECT REQUESTS	
GRANT FUNDED	6-7
INTERNALLY FUNDED	8-11
FINANCING CONSIDERATIONS	
UNRESTRICTED CASH AND INVESTMENTS	12
OUTSTANDING DEBT ANALYSIS	13
NET CASH FLOW	14

SUMMARY FINDINGS

\$ (000's)

THE CURRENT UPDATE TO THE CAPITAL IMPROVEMENT PLAN, EXCLUDING THE DIVISION OF PORTS AND HARBORS, HAS IDENTIFIED PROJECT REQUESTS THAT TOTAL \$ 86,855. THE OVERRIDING EMPHASIS IN PROJECTED SPENDING IS TOWARD INFRASTRUCTURE ACTIVITIES AT THE PEASE TRADEPORT AND TO A LESSER EXTENT, SKYHAVEN AIRPORT.

	GRANT FUNDED	INTERNALLY FUNDED	TOTAL
INFRASTRUCTURE	\$ 54,191	\$ 6,217	\$ 60,408
EQUIPMENT	2,693	2,518	5,211
FACILITIES	4,086	17,150	21,236
	60,970	25,885	86,855

KEY SENSITIVITIES INCLUDE:

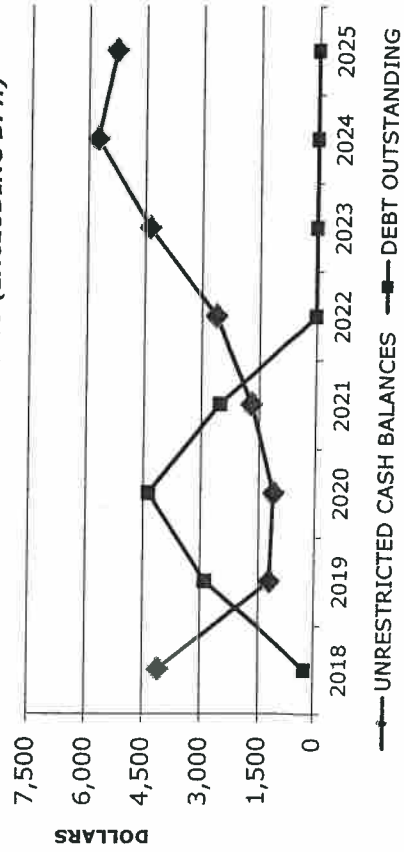
- IMPLEMENTATION OF PAY FOR PARKING- PSM
- IMPLEMENTATION OF FUEL FLOWAGE FEES- PSM
- TRADEPORT TRAFFIC FLOW STUDY
- ALLEGIAN AIRLINES- CONTINUED OPERATING SUCCESS
- PROJECTED NET OPERATING INCOME
- INTEREST RATE AND INFLATION ENVIRONMENT
- EXTERNAL BORROWING CAPACITY
- PDA GRANT FUNDING MATCH AT 5%

PROJECT JUSTIFICATION WAS DIRECTED TOWARD REQUESTS THAT ARE IN SUPPORT OF HEALTH AND SAFETY, REGULATORY COMPLIANCE, SUSTAINABILITY, REDUCTION IN OPERATING COSTS, ASSET PRESERVATION AND OR REVENUE ENHANCEMENT OPPORTUNITIES.

PROPOSED PROJECT REQUESTS WILL REQUIRE A CONTINUATION OF THE \$5,000 WORKING CAPITAL REVOLVING LINE OF CREDIT (RLOC) NOW HELD THROUGH THE PROVIDENT BANK WHICH EXPIRES ON DECEMBER 31, 2018.

THE PDA IS CURRENTLY EXPLORING ALTERNATIVE FINANCING, TARGETED TOWARD TRADEPORT INTERSECTION IMPROVEMENTS, WITH THE FULL FAITH AND CREDIT OF THE STATE OF NEW HAMPSHIRE. UNISSUED STATE GUARANTEED DEBT OF \$13,900.

PROJECTED UNRESTRICTED CASH BALANCES AND DEBT OUTSTANDING (EXCLUDING DPH)

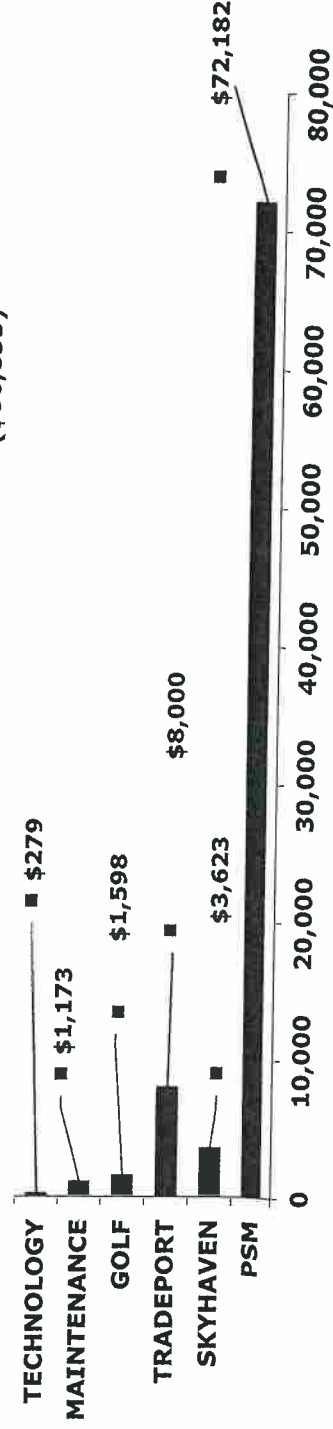


CAPITAL PROJECT REQUESTS

\$ (000's)

- THE MORE SIGNIFICANT **GRANT FUNDED** CAPITAL PROJECTS, WHICH TOTAL **\$60,970**, INCLUDE:
 - RECONSTRUCTION RUNWAY 16-34 (PSM)
 - RECONSTRUCTION TAXIWAYS (PSM)
 - TERMINAL EXPANSION (PSM)
 - TERMINAL APRON CONSTRUCTION (DAW)
 - SNOW REMOVAL EQUIPMENT (PSM AND DAW)
- THE 5% COST SHARING IMPACT (CASH FLOW) TO THE PDA FOR PROPOSED GRANT FUNDED PROJECT REQUESTS THROUGH FY 2025 ARE ESTIMATED AT \$2,979.
- THE MORE SIGNIFICANT **INTERNALLY FUNDED** CAPITAL PROJECTS, WHICH TOTAL **\$25,885** INCLUDE:
 - TRADEPORT INTERSECTION IMPROVEMENTS
 - PSM TERMINAL EXPANSION / RENOVATIONS
 - TERMINAL PARKING LOT RENOVATIONS
 - GOLF COURSE ENHANCEMENTS / EQUIPMENT
 - ROOF REPLACEMENTS
 - STORMWATER TREATMENT
 - PAY FOR PARKING FACILITY

CAPITAL PROJECT CONCENTRATION (\$86,855)

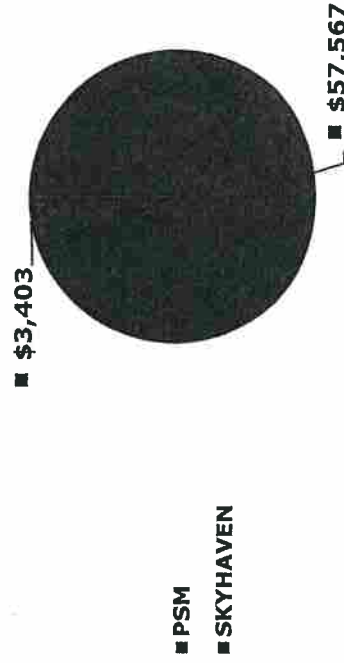


PROJECTED CAPITAL EXPENDITURES

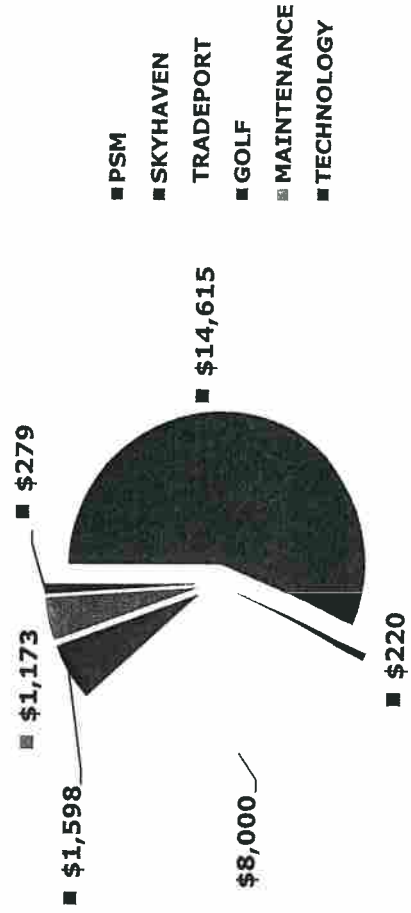
\$(000's)

FISCAL YEAR	PSM	SKYHAVEN	TRADEPORT	GOLF	MAINTENANCE	TECHNOLOGY	TOTAL
2018 TO GO	\$ 4,338	\$ 523	\$ 55	\$ 158	\$ 45	\$ 17	\$ 5,136
2019	9,860	25	75	90	173	87	10,310
2020	16,831	292	475	170	220	51	18,039
2021	13,146	1,513	605	135	252	12	15,663
2022	6,170	105	870	135	168	-	7,448
2023	10,337	310	1,825	135	100	6	12,713
2024	5,000	575	2,520	135	115	5	8,350
2025	6,500	280	1,575	640	100	101	9,196
	<u>72,182</u>	<u>3,623</u>	<u>8,000</u>	<u>1,598</u>	<u>1,173</u>	<u>279</u>	<u>86,855</u>

GRANT FUNDED PROJECTS (\$60,970)



INTERNALLY FUNDED PROJECTS (\$25,885)



GRANT FUNDED CAPITAL PROJECT REQUESTS

\$ (000's)

PROJECT DESCRIPTION	FY 2018 TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
PORTSMOUTH INTERNATIONAL AIRPORT (PSM)									
AIR NATIONAL GUARD- TAXI WAY	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400
OBSTRUCTION MITIGATION	519	75	-	-	-	-	-	-	594
NORTH APRON TAXIWAY	-	-	-	-	5,000	-	-	-	5,000
RUNWAY 16-34 RECON- PREDESIGN	494	375	-	-	-	-	-	-	869
RUNWAY 16-34 RECON- CONSTRUCTION	-	-	12,046	12,046	-	-	-	-	24,092
RECONSTRUCT TAXIWAYS- B AND C	-	-	-	-	-	-	5,000	-	5,000
RECONSTRUCT APRON- AREA 4	-	-	-	-	-	-	-	6,000	6,000
FAA MASTER PLAN	-	-	-	-	-	222	-	-	222
SNOW REMOVAL EQUIPMENT	-	-	-	1,100	1,100	-	-	-	2,200
TERMINAL IMPROVEMENT PLANNING	390	-	-	-	-	-	-	-	390
TERMINAL EXPANSION- PHASE I	-	600	1,200	-	-	-	-	-	1,800
TERMINAL EXPANSION- PHASE II	-	-	-	-	-	10,000	-	-	10,000
	2,803	1,050	13,246	13,146	6,100	10,222	5,000	6,000	57,567

GRANT FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2018 TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
SKYHAVEN AIRPORT (DAW)									
TAXILANE PAVEMENT AND DRAINAGE	30	-	-	-	-	-	-	-	30
SNOW REMOVAL EQUIPMENT	493	-	-	-	-	-	-	-	493
TERMINAL APRON DESIGN	-	20	280	-	-	-	-	-	300
TERMINAL APRON CONSTRUCTION	-	-	12	1,488	-	-	-	-	1,500
WILDLIFE FENCE DESIGN AND CONSTRUCTION	-	-	-	-	80	300	-	-	380
SRE BUILDING EXPANSION	-	-	-	-	-	-	500	-	500
WILDLIFE ASSESSMENT	-	-	-	-	-	-	50	-	50
AIRCRAFT WASH RACK	-	-	-	-	-	-	-	150	150
	523	20	292	1,488	80	300	550	150	3,403
TOTAL GRANT FUNDED	3,326	1,070	13,538	14,634	6,180	10,522	5,550	6,150	60,970

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

\$(000's)

PROJECT DESCRIPTION	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
	TO GO								
TRADEPORT									
INTERSECTION IMPROVEMENTS	\$ -	\$ -	\$ 370	\$ 510	\$ 125	\$ 1,175	\$ 350	\$ 1,150	3,680
OIL WATER SEPARATOR REPLACEMENT	-	-	-	-	50	250	250	-	550
STORMWATER TREATMENT	25	70	70	90	90	90	90	90	615
TERMINAL PARKING LOT	-	-	-	-	-	-	1,500	-	1,500
ROOF REPLACEMENT - 7 LEE STREET	-	-	-	-	600	-	-	-	600
PDA OFFICE TRANSITION- 30 NEW HAMPSHIRE	-	-	-	-	-	200	-	-	200
SIDEWALKS- PEDESTRIAN FACILITIES	-	-	-	-	-	75	75	-	150
OVERFLOW PARKING LOT (ARBORETUM)	-	-	-	-	-	-	-	330	330
TERMINAL LOOP ROAD STUDY	-	-	-	-	-	-	250	-	250
TRAFFIC MONITORING	-	-	30	-	-	30	-	-	60
WATER TOWER LOGO (COP)	30	-	-	-	-	-	-	-	30
DITCH MAINTENANCE	-	5	5	5	5	5	5	5	35
	55	75	475	605	870	1,825	2,520	1,575	8,000

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
PORTSMOUTH INTERNATIONAL AIRPORT									
TERMINAL EXPANSION- PHASE I	750	8,000	3,450	-	-	-	-	-	12,200
TERMINAL- HVAC UNITS	212	-	-	-	70	-	-	-	282
TERMINAL (NEW) RE-ROOFING	50	500	-	-	-	-	-	-	550
TERMINAL LED LIGHTING	22	-	-	-	-	-	-	-	22
TERMINAL CARPETING	-	25	-	-	-	-	-	-	25
TERMINAL VESTIBULE DOORS	-	-	35	-	-	-	-	-	35
SOLAR PANEL FARM	-	-	-	-	-	-	-	500	500
PAY FOR PARKING FACILITY	400	-	-	-	-	-	-	-	400
GROUND TRANSPORTATION BUS	-	-	100	-	-	-	-	-	100
REROOFING- HUT 7 AND 8	-	-	-	-	-	100	-	-	100
SECURITY SYSTEM UPGRADE	-	250	-	-	-	-	-	-	250
AIRFIELD SIGNAGE	50	-	-	-	-	-	-	-	50
UPGRADE DAC CONNECTIVITY	25	-	-	-	-	-	-	-	25
NORTH WEATHER STATION GENERATOR	-	35	-	-	-	-	-	-	35
TREE REPLACEMENT(S)	15	-	-	-	-	-	-	-	15
SECURITY BADGE PRINTER	11	-	-	-	-	15	-	-	26
	1,535	8,810	3,585	-	70	115	-	500	14,615

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2018 TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
SKYHAVEN AIRPORT									
SRE DOOR REPLACEMENT SPRINGS	-	5	-	-	-	-	-	-	5
HANGAR 5 ROOFING	-	-	-	-	-	-	-	100	100
SOLAR PANEL FARM	-	-	-	-	-	-	-	30	30
TAXIWAY RELAMPING- LED	-	-	-	25	-	-	-	-	25
REROOFING- TERMINAL BUILDING	-	-	-	-	-	-	25	-	25
SRE BOILER REPLACEMENT	-	-	-	-	-	10	-	-	10
TERMINAL PARKING LOT	-	-	-	-	25	-	-	-	25
	=	5	=	25	25	10	25	130	220
MAINTENANCE (TRADEPORT / PSM)									
VEHICLE REPLACEMENT	45	45	95	47	98	50	100	50	530
BUILDING INFRASTRUCTURE	-	50	-	50	-	50	-	50	200
TRACKLESS SNOW BLOWER	-	-	125	-	-	-	-	-	125
MOWER REPLACEMENT	-	-	-	140	-	-	-	-	140
ALL OTHER EQUIPMENT	-	78	-	15	70	-	15	-	178
	45	173	220	252	168	100	115	100	1,173

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

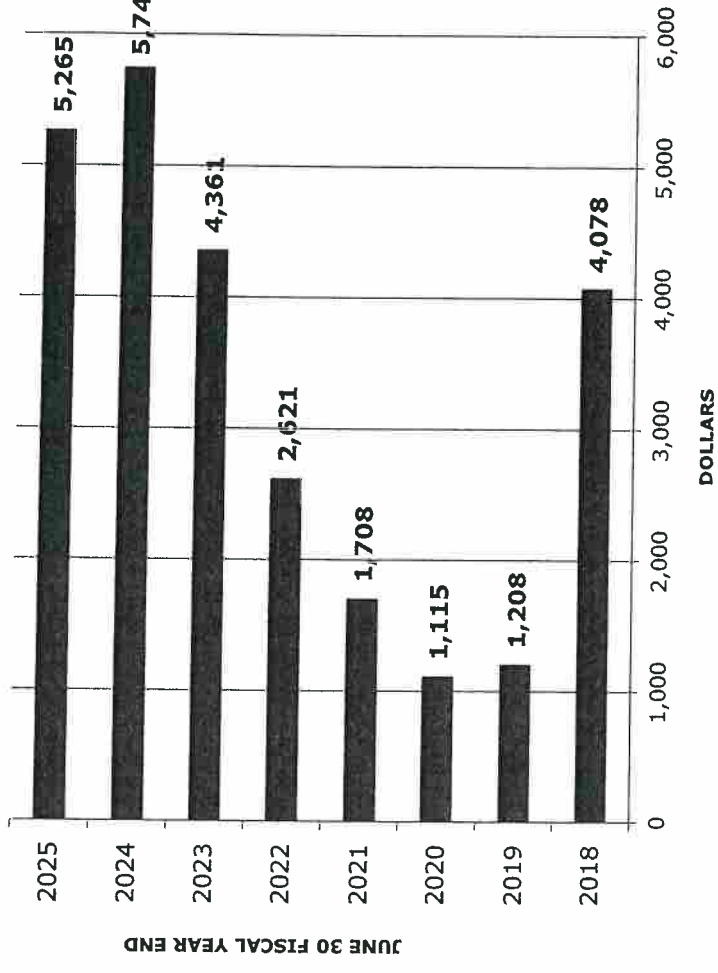
PROJECT DESCRIPTION	FY 2018 TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
GOLF COURSE									
COURSE EQUIPMENT	80	50	70	115	110	50	135	140	750
PATIO UPGRADE	-	10	100	-	-	-	-	-	110
RESTAURANT MODIFICATIONS	35	30	-	-	-	-	-	-	65
KITCHEN EQUIPMENT	-	-	-	-	-	20	-	-	20
COURSE ENHANCEMENTS	-	-	-	-	-	-	-	500	500
CLUBHOUSE EQUIPMENT	-	-	-	-	25	-	-	-	25
DUMP TRUCK / TRUCK WITH PLOW	-	-	-	20	-	45	-	-	65
BLUE COURSE BRIDGE	43	-	-	-	-	-	-	-	43
SIMULATOR UPGRADE	-	-	-	-	-	20	-	-	20
	<u>158</u>	<u>90</u>	<u>170</u>	<u>135</u>	<u>135</u>	<u>135</u>	<u>135</u>	<u>640</u>	<u>1,598</u>
TECHNOLOGY									
FIRE WALL REPLACEMENT	17	-	-	-	-	-	-	-	17
COMPUTERS/ TABLETS AND SERVERS	-	12	-	12	-	6	5	6	51
MAIN SERVER(S) REPLACEMENT	-	65	12	-	-	-	-	75	152
ENGINEERING PLOTTER	-	-	21	-	-	-	-	-	21
SOFTWARE	-	10	18	-	-	-	-	20	48
	<u>17</u>	<u>87</u>	<u>51</u>	<u>12</u>	<u>-</u>	<u>6</u>	<u>5</u>	<u>101</u>	<u>279</u>
TOTAL INTERNALLY FUNDED	1,810	9,240	4,501	1,029	1,268	2,191	2,800	3,046	25,885

PROJECTED FY 2018 - FY 2025 UNRESTRICTED CASH AND INVESTMENTS...

\$ (000's)

	AMOUNT
CASH AND INVESTMENTS- FEBRUARY 28, 2018	\$ 3,601
NET OPERATING INCOME- EXCLUDING DEPRECIATION	30,053
FINANCING ACTIVITIES	
GRANT FUNDING	59,159
NEW WORKING CAPITAL- RLOC	5,000
CAPITAL EXPENDITURES	
GRANT FUNDED PROJECTS	(60,970)
INTERNALLY FUNDED PROJECTS	(25,885)
DEBT AND INTEREST PAYMENTS- NET OF INTEREST INCOME	(5,794)
NET CHANGES IN WORKING CAPITAL	100
NET FINANCING ACTIVITIES	(28,389)
CASH AND INVESTMENTS- JUNE 30, 2025	\$ 5,265

**PROJECTED FISCAL YEAR END
UNRESTRICTED CASH AND INVESTMENTS**

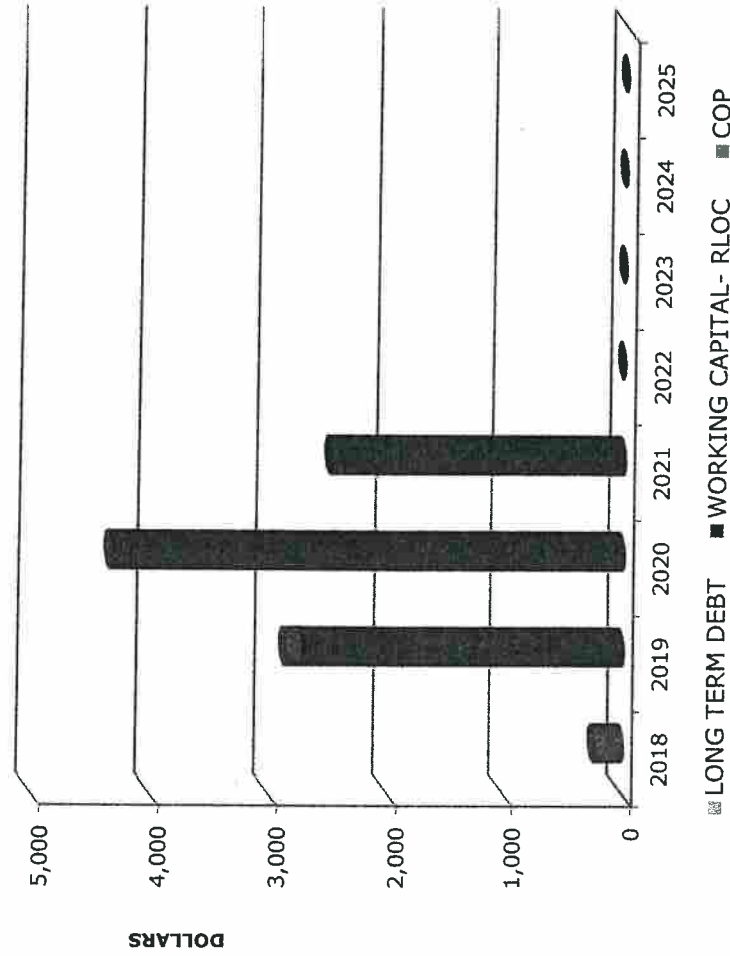


PROJECTED FY 2018 - FY 2025 OUTSTANDING DEBT ANALYSIS...

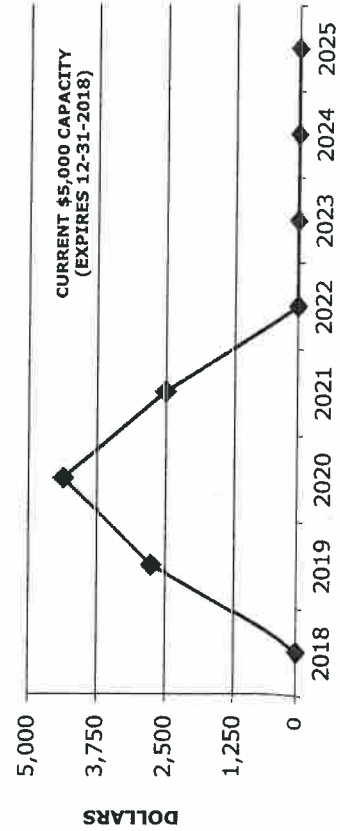
\$(000's)

	AMOUNT
DEBT OUTSTANDING- FEBRUARY 28, 2018	\$ 232
FINANCING ACTIVITIES	
NEW WORKING CAPITAL- RLOC	5,000
CITY OF PORTSMOUTH (COP)	(232)
WORKING CAPITAL- RLOC REPAYMENT	(5,000)
NET FINANCING ACTIVITIES	(232)
DEBT OUTSTANDING- JUNE 30, 2025	\$ -

PROJECTED DEBT OUTSTANDING



WORKING CAPITAL RLOC REQUIREMENT



JUNE 30 FISCAL YEAR END BALANCES

CAPITAL IMPROVEMENT PLAN
APRIL 2018

JUNE 30 FISCAL YEAR END BALANCES

PROJECTED FY 2018 - FY 2025 NET CASH FLOW

\$ (000's)

	FY 2018 TO GO	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	TOTAL
OPERATING ACTIVITIES	\$ 1,250	\$ 3,000	\$ 3,045	\$ 3,091	\$ 3,137	\$ 3,184	\$ 3,232	\$ 3,280	\$ 23,219
PAY FOR PARKING	-	614	619	625	632	644	657	671	4,462
FUEL FLOWAGE FEES	-	261	268	275	281	289	493	505	2,372
CASH FROM OPERATIONS	<u>1,250</u>	<u>3,875</u>	<u>3,932</u>	<u>3,991</u>	<u>4,050</u>	<u>4,117</u>	<u>4,382</u>	<u>4,456</u>	<u>30,053</u>
FINANCING ACTIVITIES									
FUNDING SOURCES:									
GRANT FUNDING- FAA / STATE	4,009	1,017	12,861	14,195	6,971	10,417	5,384	4,305	59,159
NET CHANGE IN WORKING CAPITAL	350	50	(125)	35	(40)	(85)	(35)	(50)	100
NEW WORKING CAPITAL- RLOC	-	2,750	1,600	650	-	-	-	-	5,000
FUNDING REQUIREMENTS:									
GRANT FUNDED CAPITAL PROJECTS	(3,326)	(1,070)	(13,538)	(14,634)	(6,180)	(10,522)	(5,550)	(6,150)	(60,970)
INTERNALLY FUNDED CAPITAL PROJECTS	(1,810)	(9,240)	(4,501)	(1,029)	(1,268)	(2,191)	(2,800)	(3,046)	(25,885)
WORKING CAPITAL RLOC- REPAYMENT	-	-	-	(2,500)	(2,500)	-	-	-	(5,000)
DEBT REPAYMENT- COP	-	(116)	(116)	-	-	-	-	-	(232)
INTEREST EXPENSE- NET	3	(136)	(206)	(114)	(121)	4	4	4	(562)
NET FINANCING ACTIVITIES	<u>(773)</u>	<u>(6,745)</u>	<u>(4,025)</u>	<u>(3,398)</u>	<u>(3,137)</u>	<u>(2,377)</u>	<u>(2,997)</u>	<u>(4,937)</u>	<u>(28,389)</u>
NET CASH FLOW	477	(2,870)	(93)	593	913	1,740	1,385	(481)	1,664
CASH- BEGINNING OF PERIOD	3,601	4,078	1,208	1,115	1,708	2,621	4,361	5,746	3,601
CASH- END OF PERIOD	<u>4,078</u>	<u>1,208</u>	<u>1,115</u>	<u>1,708</u>	<u>2,621</u>	<u>4,361</u>	<u>5,746</u>	<u>5,265</u>	<u>5,265</u>

MEMORANDUM

To: Pease Development Authority Board of Directors

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

Date: April 20, 2018

Re: Sublease between Shaines & McEachern Company Portsmouth LLC and SDE, Inc. dba Staff Development for Educators and Shenhouse Publishers

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that the PDA has approved of a sublease between Shaines & McEachern Company Portsmouth LLC ("Shaines & McEachern") and SDE, Inc. dba Staff Development for Educators and Shenhouse Publishers ("SDE") for 11,332 square feet at 282 Corporate Drive, Units A and C. The sublease is for a base term of five years effective May 1, 2018 with one (1) three to five year option to extend. SDE will use the Subleased Premises for general business offices.

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on Shaines & McEachern's continued primary liability for payment of rent and other obligations pursuant to the PDA/Shaines & McEachern Sublease. The Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements also requires the consent of one member of the PDA Board of Directors. In this instance, Director Lamson was consulted and granted his/her consent.

P:\SHAINES\Board\Boardmem 0418.docx

MOTION

Director Loughlin:


The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with ADB Safegate (“ADB”) in a total amount not to exceed \$45,682.29 for the purchase and installation of airfield signs for the Portsmouth International Airport at Pease (“PSM”); all in accordance with the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated April 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 are very few vendors who produce FAA-approved airfield signs;
2. ADB provided the lowest of three estimates; and
3. PSM currently uses ADB signs on the airfield allowing for interchangeable parts with existing signs and PSM inventory of replacement parts.

Note: This motion requires 5 affirmative votes.

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR
FROM: ANDREW B. POMEROY, C.M., AIRPORT OPERATIONS MANAGER 
SUBJECT: LED AIRPORT SIGNAGE
DATE: 4/12/2018
CC: PAUL BEAN, AIRPORT DIRECTOR

The Portsmouth International Airport at Pease has several old illuminated airfield signs in need of replacement. Some are faded and others are now out of FAA compliance standards. These non-compliant signs have been identified during our FAA Annual Certification and Safety Inspections.

The Airport has budgeted \$50,000.00 for the replacement of 27 airport signs. The Airport will take advantage of this opportunity to switch from incandescent lamps in these signs to all LED signs that will use less electricity and require less maintenance, saving the PDA thousands of dollars over the long run.

There are very few vendors who produce FAA approved airfield signs and the Airport received quotes from the top three FAA approved sign manufacturers. ADB Safegate, Airfield Guidance Manufactures Inc, and Lumacurve Airfield Signs all submitted estimates. ADB Safegate was the lowest estimate coming in at \$45,682.29 for 27 LED replacement signs. Lumacurve was the highest estimate at \$75,805.84.

The Airport would like to waive the bid process and use ADB as the vendor of choice. Not only did ADB supply the lowest estimate, the Airport currently uses ADB signs on the airfield and the new signs will have several interchangeable parts with our existing signs and our inventory of replacement parts.

Airfield signs have a very long lead time as they are all custom manufactured per the Airports specifications. Therefore the Airport seeks Board of Directors approval to order 27 LED replacement airport signs for \$45,682.29 using the \$50,000.00 budgeted for this purpose in the FY2018 budget.

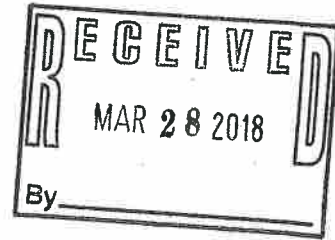


STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

March 23, 2018

Executive Director David Mullen
Pease Development Authority
55 International Drive
Portsmouth, NH 03801



Dear Director Mullen,

Over the years our Government's functions have evolved and adapted to suit the needs of our citizens, as consequence, its operations have become increasingly complex. I believe that the New Hampshire State Government has a fundamental obligation to provide Granite Staters with information that is easily comprehensible and readably available.

The Component-Units and the Related Organizations of the State Government (also called Quasi-Governmental Agencies) provide important services to Granite Staters. Each agency was set up to fulfill a specific need of the State, and the General Court wisely set up each agency separate from the Central Government by establishing independent boards to oversee them. While the agencies provide the General Court and Governor and Council their annual reports, members of the Central Government are often unaware of the operations, successes, and challenges facing each agency. The general public has even less opportunity to apprise themselves of the important work being done by the agencies.

The Quasi-Governmental Agencies of the State of New Hampshire are:

- University System of New Hampshire
- Community College System of New Hampshire
- Business Finance Authority of the State of New Hampshire
- Community Development Finance Authority
- New Hampshire Health and Education Facilities Authority
- New Hampshire Housing Finance Authority
- New Hampshire Municipal Bond Bank
- Pease Development Authority
- New Hampshire Retirement System
- New Hampshire Judicial Retirement Plan
- Maine – New Hampshire Interstate Bridge Authority
- Nuclear Decommissioning Trust

In order to increase transparency and knowledge of the operations of the Quasi-Governmental Agencies, **I am requesting that each agency begin to submit a quarterly status report:** including key interim financial data, performance metrics, current initiatives / major projects, and any potential risks to their operations to the General Court and Governor and Council.

Due to the agencies' financial ties to the state, and the nonpartisan nature of the office, I have asked the State Treasurer Bill Dwyer to oversee this initiative. The State Treasury will operate as the clearinghouse of these reports, establish a unified reporting format and guidelines, and maintain their online postings. The Treasurer's office will work with each agency to determine what information is most relevant to report. Each agency is unique and it is my objective that these reports serve as a dashboard updating the General Court, Governor and Council, and the general public on the agencies status.

It is an aim of my administration to ensure that interested citizens have information on their government's functions readily available to them in a format and manner that is easily comprehensible. The Treasurer's office will be in contact with you regarding this initiative, but if you have any questions please reach out to Mac Zelle (Michael.Zelle@nh.gov) on my staff or Treasurer Dwyer (bdwyer@treasury.state.nh.us) at the State Treasury.

Sincerely,



Christopher T. Sununu
Governor

CC: Treasurer Bill Dwyer

Memorandum

To: Paul Brean, Airport Director
From: Sandra McDonough, Airport Community Liaison 
Date: 4/9/2018
Subj: Noise Report for March, 2018

The Portsmouth International Airport at Pease received a total of nine noise inquiries in March, 2018. There were four rotor wing inquiries and five fixed wing inquiries.

The four rotor wing inquiries originated from a Portsmouth, New Hampshire resident and an Eliot, Maine resident. The Portsmouth resident that lives on Miller Avenue called three times concerning locally based Seacoast Helicopters. The Eliot, Maine resident called once concerning a black helicopter flying near their home for most of the day.

The five fixed wing inquiries originated from residents of Durham, Hampton and Newington, New Hampshire and Eliot, Maine. The resident from Eliot, Maine would like the aircraft flying into Portsmouth International Airport to avoid flying over Maine. The two residents from Hampton called concerning the same early morning flight carrying troops back from deployment. A resident of Durham called to inquire why there seems to be an increase in flying lately and the resident of Newington called to thank the government for changing the engines on the C5 to make it quieter.

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.

MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$50,910.68 for the following legal services rendered to the Pease Development Authority:

1.	Anderson & Kreiger, LLP		
	Through February 28, 2018	<u>\$1,395.84</u>	\$1,395.84
2.	Kutak Rock LLP		
	CLF/Through February 28, 2018	\$492.00	
	General/Through February 28, 2018	<u>246.00*</u>	
			\$738.00
3.	Sheehan Phinney Bass + Green		
	CLF/Through February 28, 2018	\$48,341.84	
	Tradeport-General Representation		
	Through February 28, 2018	<u>\$435.00</u>	
			<u>\$48,776.84</u>
	Total		<u>\$50,910.68</u>

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

Note: Roll Call vote required.

ANALYSIS - LEGAL FEES
ENVIRONMENTAL MATTERS

SHEEHAN PHINNEY BASS + GREEN				KUTAK ROCK LLP				
<u>DATE</u>	Haven Well	Conservation Law Foundation	Fiscal Year Total		Haven Well	Hangar 227	Conservation Law Foundation	Fiscal Year Total
FY18	\$0.00	\$201,206.85	\$201,206.85		\$0.00	\$0.00	\$17,728.69	\$17,728.69
FY 17	\$0.00	\$212,105.26	\$212,105.26		\$16,030.93	\$9,990.00	\$96,720.48	\$122,741.41
FY 16	\$0.00	\$0.00	\$0.00		\$14,472.30	\$0.00	\$0.00	\$14,472.30
FY 15	\$2,400.17	\$0.00	\$2,400.17					
FY 14	\$14,604.30	\$0.00	\$14,604.30					
Sub Totals	\$17,004.47	\$413,312.11	\$430,316.58		\$30,503.23	\$9,990.00	\$114,449.17	\$154,942.40
								\$10,480.50
Cumulative Total	\$17,004.47	\$413,312.11	\$430,316.58		\$30,503.23	\$9,990.00	\$114,449.17	\$144,461.90
Through February 2018								
Through January 2018								

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

ANALYSIS - LEGAL FEES
ENVIRONMENTAL MATTERS

ANDERSON & KREIGER, LLP		
DATE	Conservation Law Foundation	Fiscal Year Total
FY18	\$2,452.50	\$2,452.50
Sub Total	\$2,452.50	\$2,452.50
	\$2,452.50	\$2,452.50
Through February 2018		

ANDERSON

KREIGER

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

March 20, 2018

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

Reference # 124692 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Total Current Billing: 1,395.84

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

March 26, 2018

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2403438

Client Matter No. 301603-1

Invoice No. 2403438

301603-1

Re: CLF

TOTAL FOR SERVICES RENDERED

\$492.00

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

March 26, 2018

Suzanne M. Woodland

Deputy City Attorney

City of Portsmouth

1 Junkins Ave.

Portsmouth, NH 03801

Lynn Hinchee

Pease Development Authority

55 International Drive

Portsmouth, NH 03801

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2403095

Client Matter No. 294603-1

Invoice No. 2403095

294603-1

Re: General

TOTAL CURRENT AMOUNT DUE

\$2,631.00

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$21,112.00
TOTAL EXPENSES:	\$27,229.84

TOTAL THIS BILL:	\$48,341.84

BALANCE DUE:	\$48,341.84

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:	\$435.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$435.00

PREVIOUS BALANCE:	\$870.00

TOTAL BALANCE DUE:	\$1,305.00

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... \$ _____

MOTION

Director Torr:

WHEREAS, RSA ch. 12-G vests the management of the Pease Development Authority ("Authority") in its Board of Directors;

WHEREAS, the Authority has duly enacted By-Laws in accordance with the provisions of NH RSA 12-G:8, XIX; and

WHEREAS, the By-Laws provide that the Executive Director shall have all the authority of the Chairman with respect to the signing of contracts, leases, releases, bond, note and other instruments and documents approved by the Authority; and

WHEREAS, the Authority deems it necessary to the management and regulation of its affairs to delegate to the Executive Director the authority to consent to, approve and execute required documents for License Agreements and Rights of Entry.

NOW, BE IT RESOLVED, that the Authority does hereby delegate to the Executive Director the authority to consent to, approve and execute certain required documentation in accordance with the terms and conditions of the "Limited Delegation to Executive Director: Consent, Approval, and Execution of License Agreements and Rights of Entry," by expanding the existing delegated authority to include Rights of Entry, as attached hereto and incorporated herein by reference.

N:\RESOLVES\FORMS\Delegation of Duties.docx

Delegation to Executive Director:
Consent, Approval and Execution of License Agreements and Rights of Entry.

- Summary: This delegation covers consents, approvals and executions of License Agreements and Rights of Entry issued by the Authority for real property at Pease International Tradeport, Skyhaven Airport and the Division of Ports and Harbors. The Board has delegated authority to the Executive Director, subject to concurrence by one member of the PDA Board of Directors, to consent to, approve and execute License Agreements and Rights of Entry for real property for a base term of six (6) months or less. License Agreements and Rights of Entry for a term of greater than six (6) months, or which do not otherwise meet the conditions set forth below, must be approved by the Board.
- Transaction: Consent, Approval and Execution of a License Agreement or Right of Entry by Pease Development Authority.
- Amount: N/A
- Execution document: A License Agreement or a Right of Entry approved by Legal Department.
- Authority to Execute: Executive Director with concurrence of one member of the PDA Board of Directors.
- Conditions: A License Agreement or Right of Entry subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:
1. The base term of the License Agreement or Right of Entry is for a period not to exceed six (6) months.
 2. The proposed use of the Licensed or Right of Entry Premises is permitted in accordance with, or otherwise exempt from, the provisions of the PDA Zoning Regulations.
 3. The License Agreement or Right of Entry provides for the right of termination by the Authority.
- Reporting Requirements: Any License Agreement or Right of Entry executed by the Executive Director pursuant to this delegation shall be reported to the Board at its next regular meeting.

ADOPTED: May 10, 1994
AMENDED: April 20, 2018

MOTION

Director Preston:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to negotiate and to execute a Right of Entry allowing the Department of Defense to undertake the deconstruction and removal of the abandoned fuel supply point pipeline and, further, approves of the submission of a wetland permit by notification to the New Hampshire Department of Environmental Services by the Department of Defense; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated April 10, 2018, attached hereto.

N:\RESOLVES\2018\PipelineRemoval 0418.docx

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Maria J. Stowell, P.E., Engineering Manager *MJ*
Date: April 10, 2018
Subject: **Removal of Fuel Transfer Pipelines – Defense Fuel Support Point**

For a time, while Pease Air Force Base was operating, the Department of Defense (DOD) transferred fuel from an unloading facility on the Piscataqua River to the Base fuel storage tanks via pipelines. The cross country pipelines, which are still in place, consist of one 8-inch and one 10-inch pipe that extend approximately 1.25 miles from the river to Pease Air National Guard Base. Of that length, approximately 2500 feet lie within Pease Tradeport. The pipelines were cleaned and closed in 1991 and are no longer useful. DOD is working on a project to remove the lines. The project is currently in the design and permitting phase and the deconstruction is scheduled for next year.

Through a number of phone calls and meetings with DOD and its consultants, staff has identified four issues that require PDA consideration. (Please refer to the attachments, which provide maps of the areas referenced. The base maps were provided by DOD's consultant, EA Engineering, Science, and Technology, Inc.)

Construction Easements: DOD's rights to the pipeline included the right to access the facility along its entire length. It is unclear whether this right survived the transfer of Pease from the Air Force to PDA. Regardless, the removal of the pipelines is a benefit to future land uses and staff recommends granting any temporary construction easements needed for this purpose in the event that DOD does not already possess this right. This could be accomplished through a right of entry with a term of one year, January through December of 2019. As to the future of any easement the Air Force may still have in regard to the pipelines, the Air Force intends to abandon its interests. There would be no encumbrance going forward.

Staging Area: DOD has requested that land near the work be made available for use as a construction staging area. We have identified two sites that could potentially be offered for DOD's use, depending on other scheduled activities. DOD has agreed to reimburse PDA at fair market value. We recommend offering the use of a staging area, through a right of entry, if a mutually agreeable site can be found.

Wetlands: The pipelines on Pease Tradeport cross areas of wetlands. DOD will be applying to NHDES to allow wetland impacts to conduct the removal. All impacts are temporary and areas impacted will be restored upon completion. (See attachments for areas of impacts.) In keeping with established practices, the PDA Board should consider approving the submission of a wetland permit for the work.

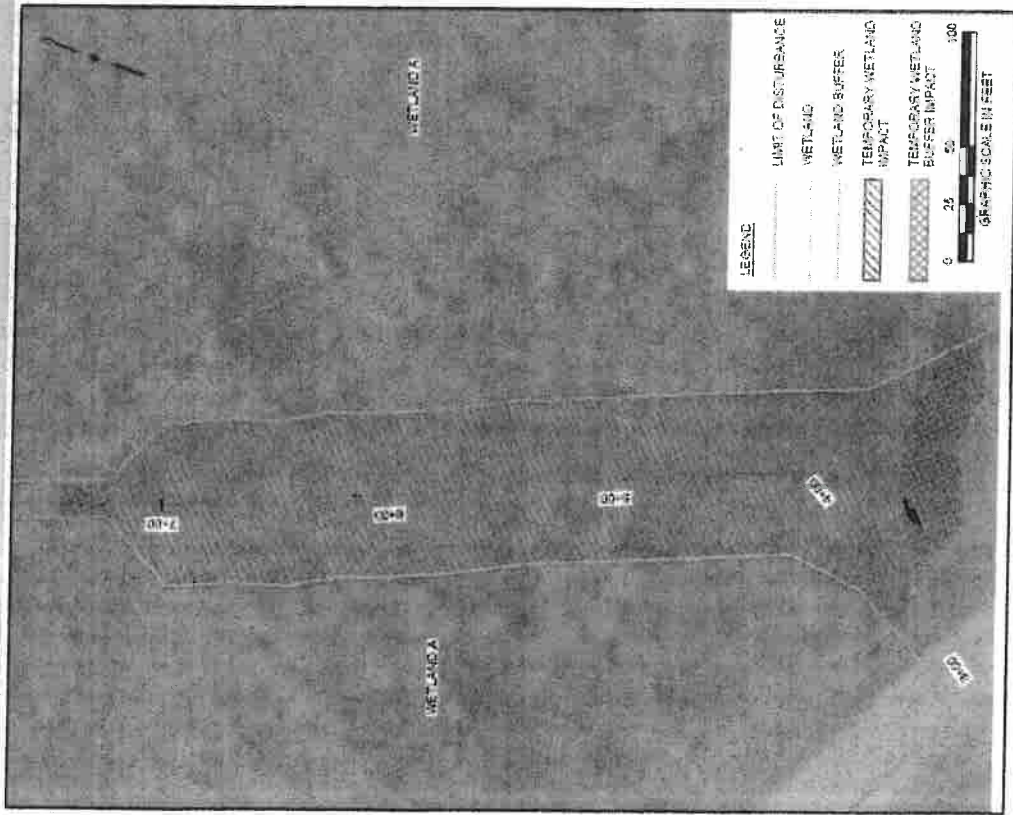
Please note that because this project is being conducted by the federal government, PDA's requirement for a conditional use permit for wetland buffer impacts is waived.

Abandonment in Place: Staff is recommending to leave in place the portion of the pipelines that cross under the North Apron Road. The Air Force tells us that the pipes in this location are approximately 13 feet below grade. The paved surface of the North Apron Road is in very good condition and we believe that open trenching to remove the pipe would cause unnecessary disturbance. Because the pipelines are covered in asbestos coating, staff considered allowing the complete removal of the materials. In electing to keep the pipe in place, PDA will assume responsibility for managing the burial site. Management of the buried asbestos will be handled in the same way that we manage other similar materials on Pease Tradeport.

At next week's Board meeting, please request Board approval for the submission of a wetland permit, and seek authority to negotiate terms and enter into rights of entry for the pipeline deconstruction and staging areas upon substantially the same terms as described in this memo.

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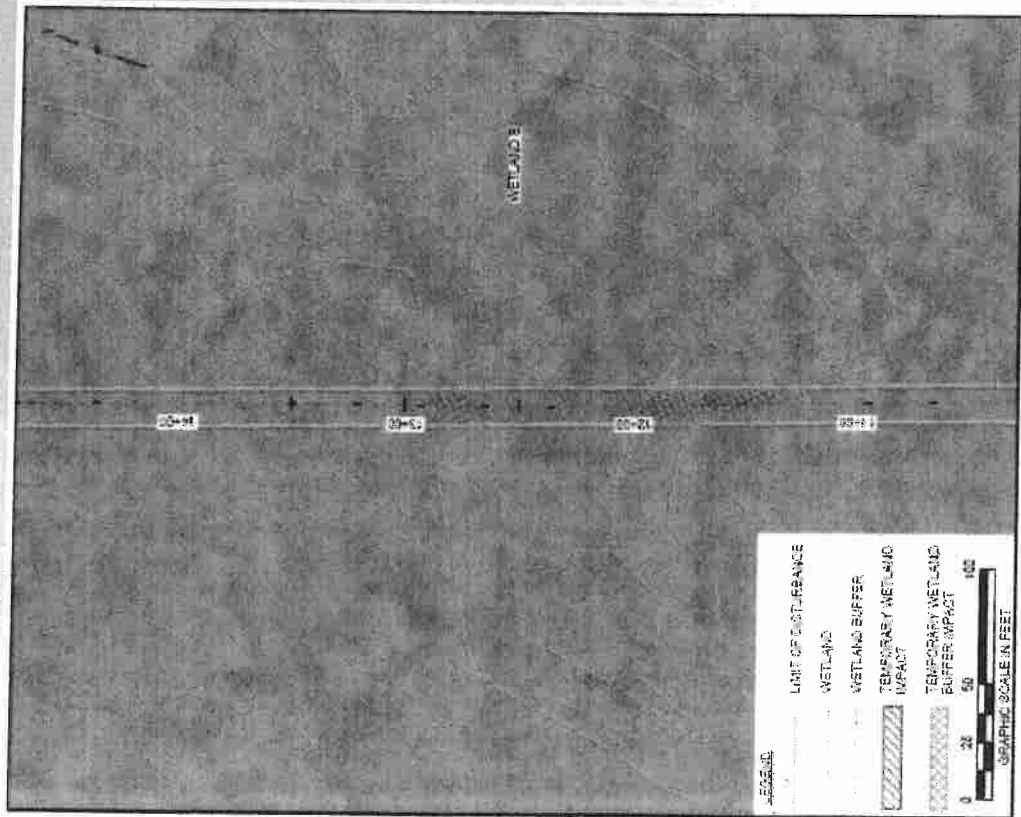
Wetland A Deconstruction - Impacts



Wetland A Impacts	
Wetland Buffer Impacts (25-foot)	3,743 SF (0.09 Acres)
Temporary Wetland Impacts	24,573 SF (0.56 Acres)
Permanent Wetland Impacts	0 SF



Wetland B Deconstruction - Impacts



Wetland B Impacts	
Wetland Buffer Impacts (25-foot)	1,180 SF (0.03 AC)
Temporary Wetland Impacts	1,056 SF (0.02 AC)
Permanent Wetland Impacts	0 SF



MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to take all such action as may be required or appropriate to facilitate the implementation of an aviation fuel flowage fee at a rate of \$.02 per gallon on 100 low lead fuel and Jet A fuel, commencing July 1, 2018; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated April 11, 2018, attached hereto.

N:\RESOLVES\FORMS\Fuel Flowage Fee.docx

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *PEB*
Date: 4/11/2018
Subj: Implementation of Aviation Fuel Flowage Fees

Portsmouth International Airport at Pease (“PSM”) continues to recognize stable growth in aircraft operations which has been recognized in all commercial facets of the industry. In 2017 annual aircraft operations at PSM increased by 4% with the strongest growth in general aviation that increased by 38%, and air carrier service which grew at 23%.

Although PSM is in a highly competitive location, it has clearly proven to be a cost-effective airport for aircraft operators. The economic advantage is further compounded for international operators. Growth in international traffic is a direct result of an efficient Port of Entry, unique airfield infrastructure, comprehensive ground service handling and competitively priced fuel. The increase in aircraft operations that PSM is recognizing meets the original airport design goal of creating an international gateway to the Northeast.

Relative to any business model, the greater use of a facility results in increased operating expenses. The uptick in operations at PSM is a welcome sight; however, the impact on the airfield is considerable. Airport operators have also been required to meet new and costly federal mandates in airfield compliance. These federal mandates have resulted in higher use of materials and labor to maintain runways and taxiways. The increased expenses are associated with pavement maintenance, snow removal, and airfield security. For the airport to be as self-sustaining as possible, increased airfield operating expenses must be considered when establishing or adjusting airport fees.

The airport must be extremely sensitive to implementing fees with minimal impact on our tenants. Additionally, the highly competitive transient market will react to changes that alter the economic advantage of a technical stop. Ninety percent (90%) of PSM’s transient traffic can choose to use an alternative airport. I am confident that implementation of a reasonable fuel flowage fee will not drive traffic away and reduce aircraft operations. Fuel prices at PSM are significantly lower than airports in the



MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

Northeast due to competitive pricing by our Fixed Base Operator ("F.B.O.") and a low New Hampshire state fuel tax.

Fuel flowage fees are prominent at most airports. The nationwide airport average is .09 cents per gallon. Below is a local survey of fuel prices and flowage fees;

Airport	100 LL	Jet A	Avgas Fee	Jet A Fee
Manchester Regional Airport	\$6.24	\$5.86	.05/ gal.	.05/ gal. (Cargo Discount)
Hanscom Bedford Airport	\$6.95	\$6.96	.11/ gal.	.16/ gal.
Worcester Regional Airport	\$6.75	\$6.42	.05/ gal.	.09 /gal.
T.F. Green Providence Airport	\$7.22	\$6.22	10% FBO Sales	10% FBO Sales
Beverly Regional Airport	\$5.35	\$4.82	.10/ gal.	.10/ gal.
Bangor International Airport*	\$5.17	\$3.60	No Fee	No Fee
Portsmouth International Airport	\$4.80	\$4.30	.02/ gal. (proposed)	.02/ gal. (proposed)

*Airport owned and operated F.B.O. and fuel service.

It must be recognized that all the surveyed airports also charge substantial landing and aircraft parking fees in addition to flowage fees. As PSM does not impose any other operating fees it is realistic to implement a .02 cents per gallon fuel flowage fee without a negative reaction in the marketplace.

Fuel sales in recent years at PSM have ranged from 8,000,000 gallons to 16,000,000 gallons annually. A conservative outlook for FY2019 forecasts that there will be 13,000,000 gallons in fuel sales, resulting in \$260,000 in revenue derived from a .02 cents per gallon flowage fee.

It is my recommendation that you ask the Board to authorize implementation of a .02 cents per gallon fuel flowage fee on both 100 low lead fuel and Jet A fuel. This fee will commence on July 1, 2018, and will be collected on a monthly basis directly from our F.B.O., Port City Air.

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to take all such action as may be required or appropriate to facilitate the implementation of an airport passenger parking fee of \$7.00 per day, commencing October 1, 2018; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated April 12, 2018, attached hereto.

N:\RESOLVES\2018\ParkingFee 0418.docx

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *PEB*
Date: 4/12/2018
Subj: Implementation of Airport Passenger Parking Fee

Portsmouth International Airport at Pease (“PSM”) has historically offered free airport terminal parking as an amenity to passengers. At the onset of commercial airline service, free parking was critical to entice the consumer to try a new airport. In addition to free parking, the ease of travelling through a small airport, low airline fares, and its geographic location has allowed PSM to succeed in obtaining market share in the leisure travel sector. Success in acquiring this customer base will now allow passenger parking to become a revenue stream that allows the airport to be as self-sustaining as possible.

Scheduled passenger enplanements at PSM grew by 61% in 2017, closing the year out with 50,000 scheduled passengers departing the airport. The increase in passenger activity is a result of Allegiant Airlines establishing year round service to Orlando, FL and Punta Gorda, FL. Seasonal service to Myrtle Beach, SC also commenced in the summer of 2017. That route will return in June, 2018 and will run through October, 2018.

During the past five years the airport has seen a large investment in service development from Allegiant. Routes that started out as seasonal have grown into year round flights with greater frequency and larger capacity aircraft. Load factors and ancillary sales by PSM passengers are some of the highest in the airline’s network. The airport works closely with the airline and I remain optimistic that Allegiant will continue to build a strong presence for leisure travel at PSM.

Digital marketing has revolutionized the interaction between consumer and airline. Travelers purchase airfares directly through airline internet sites. Consumers are driven by advertised fares and ultimately the fare is the decisive factor for the low cost leisure consumer. The industry recognizes that the low cost consumer will research ground transportation and cost of airport amenities after the purchase of the airline ticket. The price point of the airline fare is attracting the low cost leisure traveler to PSM and not airport sponsored free parking.

There is no other commercial airport in the country with greater than 10,000 annual enplanements that offers free parking. Below is a local survey of parking rates at commercial airports;

Airport	Parking Rate	Economy Shuttle Lot
Bangor International Airport	\$10.00 Daily	No Economy Option
Boston Logan International Airport	\$35.00 Daily	\$26.00 Daily
Manchester Regional Airport	\$17.00 Daily	\$10.00 Daily
Worcester Regional Airport	\$7.00 Daily	No Economy Option
Portland International Jetport	\$12.00 Daily	\$20.00 Flat Rate
T.F. Green Providence Airport	\$28.00 Daily	\$15.00 Daily
Portsmouth International Airport	\$7.00 Daily (proposed)	No Economy Option

Market analysis has identified a daily parking rate of \$7.00 as acceptable to the low cost leisure consumer. A nationwide audit of airports only served by Allegiant identified daily parking rates that averaged \$10.00. Current flight schedules at PSM create average trip durations that would require five days of airport parking. This would place the average parking fare for a PSM trip at \$35.00, equivalent to one day of parking at Boston Logan International Airport.

Engineering and airport staff have researched the infrastructure required to implement revenue parking and have identified the cost at \$250,000. Revenue control devices in the parking lot and payment kiosks in the airport terminal would be self-automated and would not require additional staffing. Point of payment devices can be limited to accepting credit card and mobile device payments eliminating the need for cash transactions and costly oversight.

It has been identified in our airport terminal design study that 80% of PSM passengers will park at the airport regardless of free or pay parking. The PSM customer base has to park at the airport due to limited public transportation. A conservative forecast of approximately 25% capacity, or 240 spaces, being utilized all year would generate

annual revenue of \$613,200. Complete occupancy of our existing parking lot would generate \$2,400,000 in annual revenue.

Parking revenue is the catalyst to fund capital improvement projects that will allow the airport to meet existing demand and plan for the future. It is my recommendation you seek Board approval to implement an airport passenger parking fee of \$7.00 per day. The parking fee should commence on October 1, 2018 allowing the change in fees to be communicated to our customers and provide ample time to implement revenue control and payment infrastructure.



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

Approved 3/14/18

**PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, FEB 14, 2018**

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

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:04 p.m.

2. APPROVE MINUTES

Erik made a motion to accept the January 3, 2018 minutes, Chris H. 2nd. The minutes were unanimously approved.

3. FINANCE REPORT

Geno commented that we are still in the red. Jeff made a comment regarding the operating income which is at \$85,000 and is very close to the budget. Overall, it appears we are in line with projections.

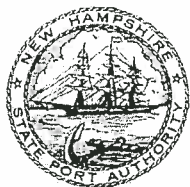
4. DIRECTOR'S REPORT

- Annual dredge report for 2017 was presented-no discussion
- Right of entries for HEG Hanscom Fuel, Jenkins Fuel and Granite State Whale Watch were presented and explained, no discussion
- Director presented a contract change order for the Portsmouth Fish Pier engineering and design which resulted in an additional expenditure of \$7767.00 due to additional site mapping and additional electrical services that were required after the City Electrical inspection. Basically the existing underground conduit was found to be routed within 20' of the fuel dispensers. Erik voiced his concern and opinion over the fact that Appledore should have caught this ahead of time for the \$12,793 that was already spent.
- Continuing on with the work on the Portsmouth Fish Pier electrical work, the contract and scope of work was presented to 3 potential bidders. 2 out of the 3 bids were turned in by the deadline on 1/22/18. Yates Electric was chosen for the project as being the lowest, responsible bidder. It is expected that the work will be completed within 60 days of the issuance of the Notice to Proceed.



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- FTZ update, the application for the Alternative Site Framework has been submitted to the FTZ Federal Board. It is now published in the Federal Register. There is a public comment period, notifications will be posted in NH newspapers per the requirements of the application. The Director has been traveling around the state for face to face meetings with county commissioners as a follow up to the notification letters that were sent to further promote the project and answer any questions they may have. In the continuing effort to promote the program, Director, Jeff Gilbert, Glenn Page, David Trumbull and Chris Way (he works with the Commissioner) had a meeting with Commissioner Taylor Caswell, Department of Economic Development on January 18. Director said the meeting was to educate the commissioner on the program, how it can benefit the state, how to promote the program state wide and get the word out to the businesses that this can benefit. Jeff added that the meeting was enthusiastically welcomed and he seemed to be on board. He went on to explain how this program will benefit the manufactures that are importing components that are going to be turned into other components and therefore minimizing, if not eliminating, the duty tax for the manufacturer. Don asked if there was anything that the Council could do to help promote the program from this side. Director said for now we should wait and see what the DED does with the information and what actions they might take.
- The Director presented the bill for the generator which was \$4099 for the one month rental. He let everyone know that this came about based on a phone call he received a call from Governor Sununu and was asked to put a generator down at the Portsmouth Fish Pier in the absence of electrical service. He indicated that the Gov. received a number of phone calls of concern. A generator was delivered, an orientation was held for anyone who wanted to use it, 13 people showed up. In short, the users are responsible for fueling the generator, watching it and taking care of it. They've signed off saying they use "at their own risk" and not to hold Division of Ports and Harbors, Pease Dev Authority responsible for injury. Don voiced some very strong concerns regarding how the Governor got involved and asked Eric as the representative of the fishing community to pass along a message to the group to give the port an opportunity to reply to their concerns before calling the Governor if something like this comes up in the future. Erik replied and said he would pass it along, but in the end cannot control what each individual does, he explained that this all happened during the 2 weeks of dangerously freezing temperatures, boats were freezing up and frustrations were mounting. Don asked why the fishermen aren't paying for the rental and Chris H added that there may be an obligation that the Port provide power to the pier as part of their berthing. Roger wanted to remind all that the generator needs to be filled with fuel prior to returning the generator to Sunbelt otherwise we will get billed \$8/gal to fill it. Erik asked about the timeline for the electrical replacement, Director said that it will be around mid to end of April. Erik noted that it may be time to reassess the need, more discussion ensued, in the end it will be at the discretion of the Port Director to determine when the generator will be taken out.
- Geno let everyone know that there was a water line break at the Market St. location that was discovered near the back of the warehouse. Under the soil materials management



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plan they had to hire an OSHA certified hazmat contractor to dig down to find the break. They found it about 13' down, the leak was repaired and the hole will be filled in with clean material. The soil that was taken out will be tested and disposed of properly.

5. COMMITTEE REPORTS

Fisheries

- NH Fishing Sectors are financially collapsing due to stricter regulations requiring fees being taken from boats, since some of the boats are disappearing from the sectors due to the lack of ground fishing which relates into less money for the sector
- Public Hearing on NH allocation on Atlantic Menhaden was held on Monday, Feb 12
- Fish & Game hearings on HB 1526-diminish the ability for F & G officers to conduct searches without a warrant & HB 1527-administering fee changes, the bill would take that ability away from the Dept.
- Ocean Acidification topic, this is an issue that's building due to the amount of CO2 that is being produced, this is affecting a lot of the shellfish species at Great Bay Estuary
- Predictive models for lobster has reached a peak downturn in recoument

Government-

No report due to no representative from the City as of yet. The Secretary has been including Mayor Blalock on the meeting notifications but no one has heard back from him. Don reiterated that it is the Mayors call, if he doesn't do anything all we can do is keep reminding him and keeping him informed.

Moorings

Chris S. reported that all mooring applications are due back on March 1st, there is a 10 day grace period. He will have a more complete report at the next meeting.

PDA Liaison

Nothing to add, PDA board does not meet in February.

Maritime/Public Affairs

- The PMC is refining their program, which seems to be leaning more toward the Sea Challenge, such as how to recruit, how many, what the trainees should pay etc. There are 2 PMC Sea Challenges scheduled for 2018 and recruit 40 trainees (at risk students) for the events.
- USS Manchester will be here 5/21-5/26/2018 according to the Navy League, the PMC's responsibility is to provide a "contingent of volunteers for the 4 day event"
- The Oliver Hazard Perry will be coming for the tall ships event
- Rick Consanine has joined the PMC board as the Exhibitor Tent Chair, in charge of exhibitors at the tall ship event

Dredging

The 2017 annual dredge report was sent out to the Governor. There is no money for the Turning Basin project as the Capitol Operating Budget has not been passed yet, however the Army Corp is moving forward with the plans, starting in October in case the money does come in.



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Chris mentioned that someone is doing another data analysis for the turning basin project, still hoping it will all come together. Hampton and Seabrook harbors are pretty bad regarding. In fact Tracy Shattuck received a phone call from Senator Shaheen's office asking for a report of how this is affecting the businesses along the channels there. Brad Cook mentioned that Rye is also getting to the point where it may need some dredging. Director indicated that the Governor contacted him regarding the concerns over the dredging in Hampton and Seabrook, the Gov. asked if there was anything he could do to help. He let the Gov. know that he could make contact with the colonel that is the head of the district regarding the allocation for dredging projects to see if some assistance could be sent our way due to the severity of the conditions down there.

Recreational Piers

Brad said all is still quiet down at the piers. He announced that one of the storms that came in flooded the lot in Rye pretty good and moved around some of the floats and that were in the parking lot. There was no noticeable damage as far as he could tell.

6. NEW BUSINESS

- Election of council officers took place and the following occurred:
 - Chairman: Brad C. made a motion to keep Don Coker as Chairman, Chris H seconded. All were in favor.
 - Vice-Chairman: Chris H. nominated Roger Groux to be elected as Vice Chairman, Jeff Gilbert seconded. All were in favor.
 - Treasurer: Roger made a motion to keep Jeff Gilbert on as Treasurer, Brad seconded. All were in favor.
- Review By-Laws, prior to the March meeting all members will review the current by laws and bring comments and notes back to the March meeting. There was some discussion regarding what defines a quorum and to see if the wording should be changed to remove the word "appointed" as all members are eligible to vote.
- Review Port website, prior to the next meeting in March, the members will review the current Port website. It is going to be updated by Pease and bring comments to the March meeting.

7. OLD BUSINESS

There is still no word from the Portsmouth Mayor's office on a replacement for Jim Splaine. Director will reach out to Mayor Blalock for an update.

8. PUBLIC COMMENT

There were no members of the public present.

8. PRESS QUESTIONS

No members of the press were present.

9. ADJOURNMENT

Chris H motioned to adjourn, Roger seconded. All were in favor, 7:50 P.M.



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PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, MARCH 14, 2018

PRESENT: Roger Groux, Vice-Chairperson
Erik Anderson
Brad Cook
Chris Holt
Ned Reynolds
Geno Marconi, Director, DPH

ABSENT: Don Coker
Chris Snow
Jeff Gilbert

1. CALL TO ORDER

Vice Chairman R. Groux called the meeting to order at 6:05 p.m.

2. APPROVE MINUTES

Brad made a motion to accept the February 14, 2018 minutes, Erik 2nd. The minutes were unanimously approved.

3. FINANCE REPORT

Director commented that we are still in the black. He commented on the operating income for the Harbor Management account showing a deficit which is due to the fact that the mooring permit renewals are not fully completed (March 15 is the deadline) and this report only covers the 7 month period through January 31, 2018. The report ending on March 31st will have a better picture. Erik asked about the revenue stream from Cianbro, Director reminded all that the revenue stream was through ME DOT which ended in Dec 2017. The revenue we have and are still receiving from Cianbro are charges for extra security and utilities. Cianbro is working on DOT property as they have control over that property, Director showed a visual on the property map. Director gave an update on the Functional Replacement of the Barge Dock, he reported the Governor & Council approved the expenditure which is 100% reimbursable by Federal Highway. We are waiting on our Notice to Proceed, will then need to get a proposal from our on call engineering company, Appledore, do an independent government estimate, get a financial proposal, then send the entire packet to federal highway for their final approval at which point we will receive a Notice to Proceed for Appledore to proceed with engineering, permit and design. This process could take a few more months. Chris H. asked about sending the engineering job out for bid, and Director explained that back in May-June 2017 the Division did a Request for Qualifications to hire an on call engineering company to allow the Division to be able to act quicker on projects. Roger asked if the cost of the generator (for the fish pier) was on this (financial) report, no, since the invoice was paid in February it won't show up until the next report. Discussion regarding the final outcome of the generator ensued. Director indicated the generator was pulled out the week following the last council meeting, the total bill was over \$7000. Roger then asked about the status of the electrical upgrade...which moves us into the Director's report.

4. DIRECTOR'S REPORT

Director reported on the status of the electrical work at the Commercial Fish Pier, he received a report from the contractor Yates Electric and shared the following:

- The 2" under the pier has been installed up to the general area of the cabinets.
- The 100 amp SS switch is installed on the Ice House and one length of 2" conduit has been stubbed up.
- The Electric room work has been started.
- The panel interiors are on site. SS panel tubs are not.
- Calbrite order of SS boxes, covers, hubs and pipe nipples are on site.
- The SS pier cabinets, wireways and boxes are due to be on site 3/19.
- The contractor is presently off site until 3/16. We will start back up then and with the arrival of the SS cabinets on the 19th, will have plenty to do at that point.
- There was discussion and in the end he let the council know the project should be completed around April 15th.

Director let the council know that several Pda rules are due to expire within the next year, they will be presented with the task of reviewing the rules prior to the Division submitting them to PDA Board.

Director presented the items that are on the PDA Board agenda for March 15, with this the council had discussions on the following topics:

- Commercial mooring transfers
- Foreign Trade Zone, Alternate Site Framework
- ROE for SPS-bridge work on the Rt. 1 Hampton/Seabrook bridge, SPS will use the Hampton property to stage a barge for work on the bridge
- Amendment to ROE for Star Island to build a storage shed on the Burge Wharf
- Update on the INFRA grant for the rehabilitation to the existing pier and should hear about the DOT awards around June 1st.
- Approval from Capital Budget Overview Committee to use the Pier Maintenance Fund to pay invoices (100% reimbursed by FHWA)

Roger asked about the situation with the bridge regarding the wavy ropes, suggested preliminary investigation on protocol for a hypothetical situation when they replace the cables, the bridge will be in the down (for traffic flow but restricting marine flow) position while they are replacing the cables and it will reportedly take 2 weeks for the replacement. If this happens in winter it could affect the fuel companies up the river and lead to a shortage of fuel oil for their customers. Discussion ensued. Director will look into this.

Director introduced Councilor Ned Raynolds from the City of Portsmouth.

5. COMMITTEE REPORTS

Fisheries

Erik reported that there hasn't been a lot of activity recently, not only due to the weather. He also described how the fishing fleets operate under regulations set by the federal government and sectors are formed from there. NH is represented by Sector 11 which is having financial problems, mainly due to the

diminished landings as this directly affects the Sectors revenues. Each member of the sector is required to comply with the regulations.

Erik reported there were a variety of Fish and Game regulations that were discussed in Concord recently, one of them was that you are now prohibited to harvest seaweed at night.

Fish and Game commission may have a change in leadership due to the Governor nominating Paul McInnis for the Coastal Commissioner over Fred Clews. The vote for confirmation by Governor and Council will be Wednesday March 21, 2018.

Government

Councilor Ned Reynolds was in attendance as the new designee of the Mayor of the City of Portsmouth. Ned introduced himself and gave the council a bit of his background, this is his 2nd time around with the council, he is a graduate of the Coast Guard Academy and retired from the Coast Guard reserves in 2007, so he brings some experience with him and he is glad to be here. Director invited Ned to come by anytime and he would bring him up to speed and give him a tour as there is a lot going on. Erik commented that he believes the port marine issues historically don't get a lot of attention at the city council meetings and hopes that Ned keeps visibility and discussions open at the city level. Ned believes there is strong support at the city government level and they recognize the importance of a working port. If there is anything he can do for the Council don't hesitate to let him know. Roger further reiterated that in the past there have been folks that have proposed alternative uses for the port, he stressed the strategic importance of the navigable river at the port, he wants the city to be aware of the importance of keeping it a working port for the citizens of NH as the scope goes way beyond the city and extend out to the state. Director also spoke to the liquid asphalt and salt that comes through this port to support the functions of the state. Director mentioned he is giving a presentation on the harbor and how it affects the rest of the state for an advisory committee that his is on. Ned recommended the Director bring his power point presentation to a future Portsmouth Council meeting in an effort to educate the new council members on the importance. More discussion ensued and all are looking forward to working together with Ned.

Moorings

Chris S was not in attendance. Director spoke on this topic and reminded all that the deadline for late permit renewals is tomorrow (March 15) after that folks will have to reapply for the permit.

PDA Liaison

Nothing to add, PDA board did not meet in February.

Maritime/Public Affairs

- The SSV Oliver Hazard Perry is coming in July
- The commissioning of the USS Manchester will happen on May 26, the ship will be here from May 21-26th
- Maritime Day is May 18th at the Coast Guard station, put on by the Propeller Club and council is invited
- Roger indicated the Propeller Club is soliciting for members

Dredging

Chris H reported, he received an email from the Army Corp which is looking for applications and nominations for a non-federally sponsored pilot program regarding removing dredging spoils from the river. He read off a list of items that they are looking for and the applications were due this past Monday

(12th). Erik asked how the conditions are on the Seabrook side, Director indicated they are not getting better and it all comes down to money, Chris indicated most of the money goes to the larger ports first as it's based on where the money comes from, the bigger ports generate the most money therefore that seems to be where the money goes back to.

Recreational Piers

Brad spoke to the fact that Haddock season opens on April 15th (subject to change) so charters may be starting up. Cod fishing is a done deal for this year from his understanding. The March 1st storm hit Rye pretty good and caused flooding in most of the shacks in Rye so there will be repairs going on. He said the floats were moved around the parking lot and asked about the fuel system. Director explained that Lakes Region Environmental will be down to do an assessment. Friday (9th) he was going to meet with FEMA however, that was postponed due to the snow, they will be coming down as soon as possible to assess the damage in Rye. Director explained there was a lesson learned at this storm, going forward anyone with floats will have to put concrete jersey barriers.

6. NEW BUSINESS

No new business

7. OLD BUSINESS

By-Laws: Roger brought up the question of the quorum, specifically he is trying to clarify the difference between the appointed members and the members that are there by virtue of their position and who can vote and what the actual number for a quorum should be there was plenty of discussion. Director will seek advice from PDA legal regarding the question. Erik suggested clarifying each time the word council is mentioned throughout the document to differentiate between the Advisory or the Governor's Council. Also, the annual meeting section should be modified to give some flexibility with the date of the meeting, maybe add the wording "on or about at the discretion of the council". Thirdly, duties of officers, Section 1, change the word "mission" to "objectives" to be consistent with the rest of the document. The council decided to hold off on a full review of the By-Laws until the next meeting.

Director asked if anyone had a chance to review the website and if they had any suggestions. Chris suggested a promotional video, no other comments.

Roger explained a little about the Foreign Trade Zone to Ned and recommend he try to learn a bit more about that aspect of the business. Roger also spoke about the Bascule Bridge and brought him up to date on the Council's position with that project.

8. PUBLIC COMMENT

There were no members of the public present.

8. PRESS QUESTIONS

No members of the press were present.

9. ADJOURNMENT

Erik motioned to adjourn, Chris seconded. All were in favor, 7:50 P.M.

March 1, 2018

Carl S. Gurtman, Secretary
Piscataqua Maritime Commission
PO Box 545
Portsmouth, NH 03802-0545

Re: Right of Entry - Portsmouth Fish Pier, Portsmouth, NH

Dear Mr. Gurtman:

This letter will authorize the Piscataqua Maritime Commission (“PMC”) to enter upon the Premises known as the Portsmouth Fish Pier, Peirce Island, Portsmouth, New Hampshire (“Premises”), as more particularly shown on Exhibit A attached hereto and incorporated herein, from July 25, 2018 through July 31, 2018, for the purpose of the visit by and the public touring of the sailing vessel, the SSV Oliver Hazard Perry.

This authorization is conditioned upon the following:

1. PMC’s agreement herein that use of said 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, visitors, volunteers or contractors upon the Premises and/or the exercise of any of the authorities granted herein. PMC expressly waives all claims against the State of New Hampshire, Pease Development Authority and the Division of Ports & Harbors for any such loss, damage, personal injury or death caused by or occurring as a consequence of PMC’s use of said Premises or the conduct of activities or the performance of responsibilities under this authorization. PMC further agrees to indemnify, save, hold harmless, and defend the State of New Hampshire, Pease Development Authority and the Division of Ports & Harbors, their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of PMC's use of said Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

2. PMC and any agent, contractor or vendor of PMC 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), naming the Pease Development Authority and the State of New Hampshire as additional insureds; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); liquor liability insurance (if applicable) 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 PMC 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, the Division of Ports and Harbors and the State of New Hampshire; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance, self-insured or otherwise, carried by PDA.

3. PMC's acknowledges that limited public parking, as more particularly shown on Exhibit A attached hereto and incorporated herein, will be made available for use by PMC and the public during the periods of this Right of Entry, subject to the following conditions:

- a. That PMC will provide parking attendants for purposes of monitoring the ingress and egress of vehicles and the ingress and egress of pedestrians. The parking attendants will be stationed at the front gate and any other position(s) deemed necessary by the Division Director or his designee during the hours of 7:30 a.m. through 7:00 p.m. each day and other times as may be determined necessary by the Division Director or his designee during the term of this Right of Entry;
- b. That PMC will coordinate with the City of Portsmouth to ensure that it has an adequate vehicle parking plan in place prior to the sailing vessel's visit.
- c. That no members of the public viewing the sailing vessel or employees, agents, volunteers or contractors of the PMC will be allowed to enter areas of the Portsmouth Fish Pier facility other than the areas shown on Exhibit A.

4. PMC's agreement herein to provide portable toilet facilities for use by the public. The number of portable toilet facilities that PMC will be required to provide and the location of the public toilet facilities shall be determined at the sole discretion of the Division Director or his designee. PMC agrees to have the portable toilets removed from the Portsmouth Fish Pier no later than 5:00 p.m. on July 31, 2018.

5. PMC's agreement herein to provide a tent not to exceed 40' x 60' in size for the purposes of selling souvenir items, including, but not limited to, tee shirts and commemorative pins. The location of the tent shall be designated at the sole discretion of the Division Director or his designee. PMC agrees to have the tent removed from the Portsmouth Fish Pier no later than 5:00 p.m. on July 31, 2018.

6. PMC's agreement herein that PMC shall be allowed to sell sodas and bottled water to the general public; and that PMC shall not be allowed to sell alcoholic beverages to the general public during the normally scheduled public visiting hours. In the event PMC hosts a welcoming reception for any of the ships, PMC and/or its caterers shall secure a liquor license as required by State law.

7. PMC's agreement herein to provide dumpsters for use during the event. The number of dumpsters that PMC will be required to provide and the location of the dumpsters shall be determined at the sole discretion of the Division Director or his designee. PMC agrees to have the dumpsters removed from the Portsmouth Fish Pier no later than 5:00 p.m. on July, 31, 2018.

8. PMC and all vendors participating in the events held at the Portsmouth Fish Pier during the period of this Right of Entry shall provide PDA-DPH with copies of their state vendors licenses prior to the sale of items described in paragraphs 5 and 6 above.

9. PMC's agreement herein that a duty watch officer will be present on the ship twenty-four hours a day for the duration of the ships visit at the Premises for the purpose of monitoring the sailing vessel ropes and ensuring the overall safety of each ship.

10. PMC's agreement herein to secure all necessary Federal, state, municipal and/or local permits prior to the sailing vessel's visit.

11. PMC's understanding that PDA - DPH will waive all wharfage and dockage fees for the use the Portsmouth Fish Pier and surrounding areas, (Exhibit A) during the sailing vessel's visit.

12. PMC's agreement herein that upon the expiration or termination of this Right of Entry, PMC shall surrender to PDA-DPH the Premises and surrounding areas (Exhibit A) in good order, condition and repair, reasonable wear and tear accepted.

13. PMC's agreement herein to observe and adhere to all United States Coast Guard Maritime Security Regulations, The Terminal Security Plan and orders/requests by the Division Director, Operations Manager and/or the Facility Security Officer (FSO).

14. PMC's agreement herein that the Division Director or his designee may, in his or her sole discretion for the purposes of safety or other operational factors, relocate any or all of the ships or areas of use of the Premises as may be required or necessary.

Carl S. Gurtman, Secretary
Piscataqua Maritime Commission
March 1, 2018
Page 4

Please indicate by the signature of a duly authorized representative of PMC on the enclosed copy of this letter PMC's consent to the terms and conditions set forth above and return the same to me with evidence of insurance as required.

Very truly yours,

David R. Mullen
Executive Director

DRM/smg

cc: Geno Marconi, Director of Division of Ports & Harbors
Mark H. Gardner, Deputy General Counsel

Agreed and accepted this _____ day of _____, 2018

PISCATAQUA MARITIME COMMISSION

By: _____
Duly Authorized

Printed Name: _____

EXHIBIT A

PREMISES

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Emergency Fire Lane
MUST BE KEPT CLEAR

OFFICE Cooler

Vendor Parking

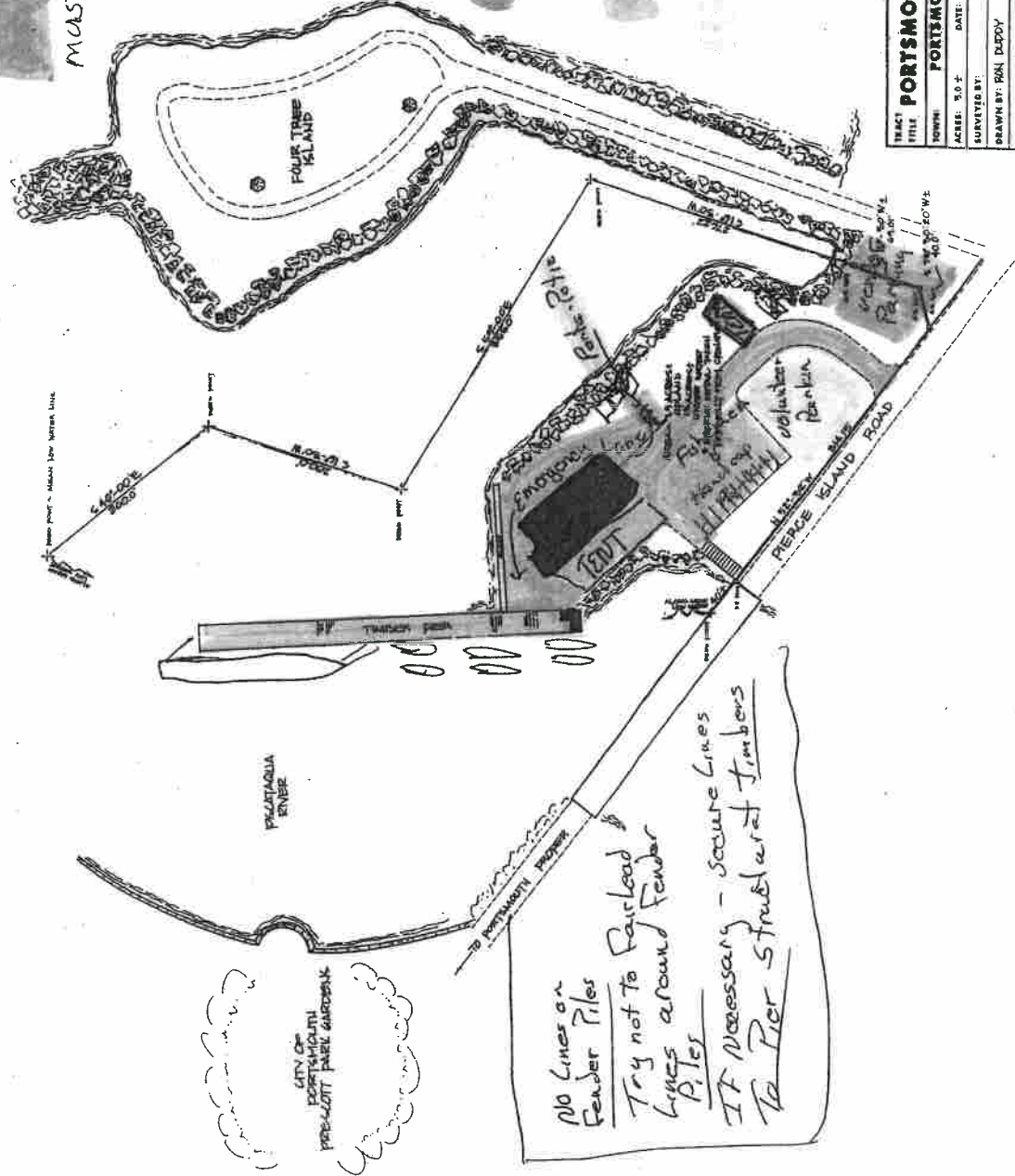
Volunteer Parking

Fishermen

Handicap Parking

2 Vendor Display Tents

Pantries




TRACT TITLE	PORTSMOUTH FISH PIER		
TOWN	PORTSMOUTH, N.H.		
ACRES	3.0 ±	DATE	SEPT 1988
SURVEYED BY	ONE	SCALE	1" = 80'
DRAWN BY	RON DUDDY	REVISIONS	
BOUNDARY SET BY	STATE OF N.H. - BACCH SOUND CONSULTING ENGINEERS		

No Lines on Fender Piles
Try not to Fairlead Lines around Fender Piles
If Necessary - Secure Lines to Pier Structural Timbers



LOCATION SKETCH

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: April 20, 2018
Re: Waiver of Wharfage and Dockage Fees

In accordance with the “Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors” adopted by the Board on June 27, 2002, I am advising the Board of the waiver of the wharfage and dockage fees in connection with the visit of the sailing vessel, the SSV Oliver Hazard Perry, that will be berthed at the Portsmouth Fish Pier and open for visits by the public on July 25, 2018 through July 31, 2018.

The Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors provides that:

“A request for the waiver of wharfage, dockage and related fees submitted for consideration in connection with this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. The submission of satisfactory proof, if requested, that the organization seeking the waiver of fees is a non-profit organization;
2. That the use of the facilities of the Division of Ports and Harbors will not interfere with or preclude revenue generating operations during the same time period as the non-profit organization’s event is scheduled to take place;
3. That the proposed use is beneficial to the economy, environment and quality of life for the seacoast region and the State; and
4. The consent of one member of the Board of Directors is sought in advance of issuing the waiver.”

Conditions one through three have been met. Condition four of the Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors requires the consent of one member of the PDA Board of Directors. In this instance, Vice-Chairman Loughlin was consulted and granted his consent.



Pease Development Authority
 DIVISION OF PORTS AND HARBORS
MOORING PERMIT APPLICATION ANALYSIS

2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018

Action

A. Mooring Applications Sent out (January)	1607	1649	1605	1577	1527	1566	1455	1464	1429	1420	1413
B. Completed Applications (Received before the late filing deadline.)	1490	1432	1475	1451	1400	1461	1380	1345	1305	1317	1291
C. Applicants Missing the Late filing Period. (10 business days)	117	217	130	126	127	105	75	119	124	120	122
D. Voluntarily gave up permit (can NOT renew)	11	13	17	2	50	11	9	32	15	28	25
E. Deceased (Known)	u/k	u/k	u/k	3	1	1	3	5	1	1	1
F. Shorefront or Those in Areas With No Waitlist.	54	85	103	44	40	50	45	53	83	63	47
(Can re-apply at any time)											
G. Moorings Expired March 31 (C minus D,E and F) (Each respective year)	52	117	8	37	36	43	18	29	19	28	49

MEMORANDUM

To: Pease Development Authority Board of Directors
 From: David R. Mullen, Executive Director *DM*
 Date: April 20, 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>
Hampton Harbor Transferor: Transferee:	No. 7723 Michael Sprague Randy Campolini	Commercial Charter	03/09/18
Seabrook Harbor Transferor: Transferee:	No. 397 Randell Collins Jeffrey Redican	Commercial Charter	03/09/18
Hampton Harbor Transferor: Transferee:	No. 1465 James Willwerth Aaron Diamond	Commercial Charter	03/09/18
Seabrook Harbor Transferor: Transferee:	No. 7535 Aaron Diamond James Willwerth	Commercial Charter	03/09/18

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.

March 15, 2018

Michael Sprague
26 Dock Lane
Salisbury, MA 01052

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 7723, Hampton Harbor, New Hampshire

Dear Mr. Sprague:

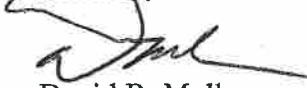
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial use mooring permit to Randy Campolini of 10 Doe Farm Lane Newmarket, NH in connection with the sale of your commercial business.

You and Randy Campolini have represented that Randy Campolini intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Randy Campolini 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 Randy Campolini 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
Randy Campolini
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.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: March 9, 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 #7723, from Michael Sprague to Randy Campolini.

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 *TR*
Re: Commercial Transfer
Date: March 7, 2018

Michael Sprague and Randy Campolini are requesting the transfer of a Mooring Permit (#7723) in the Hampton Harbor area 1 mooring field. Attached is documentation of Campolini's commercial enterprise in the form of his NH Commercial Fishing License. Also attached is the commercial documentation associated Michael Sprague. Attached is a transfer request from Michael Sprague with the assertion that he sold fishing equipment to Randy Campolini. Randy Campolini 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 #7723 be transferred to:

Randy Campolini
10 Doe Farm Lane
Newmarket, NH 03857

March 15, 2018

Randell Collins
26 Centennial St
Seabrook, NH 03874

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

Dear Mr. Collins:

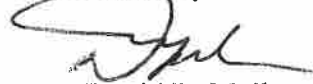
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial use mooring permit to Jeffrey Redican 42 Crowdis St Salem, MA in connection with the sale of your commercial business.

You and Jeffrey Redican have represented that Jeffrey Redican intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Jeffrey Redican 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 Jeffrey Redican 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
Jeffrey Redican
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.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: March 9, 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 #397, from Randell Collins to Jeffrey Redican.

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 *TJS*
Re: Commercial Transfer
Date: March 7, 2018

Randell Collins and Jeffrey Redican are requesting the transfer of a Mooring Permit (#397) in the Seabrook Harbor mooring field. Attached is documentation of Redican's commercial enterprise in the form of his NH Commercial Fishing License. Also attached is the commercial documentation associated with Randell Collins. Attached is a transfer request from Randell Collins with the assertion that he sold fishing business to Jeffrey Redican. Jeffrey Redican 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 #7535 be transferred to:

Jeffrey Redican
42 Crowdis St
Salem, MA 01970

March 15, 2018

James Willwerth
168 Ballards Ridge Rd
E. Wakefield, NH 03830

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 1465, Hampton Harbor, New Hampshire

Dear Mr. Willwerth:

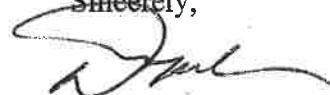
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial use mooring permit to Aaron Diamond of JAH Reel Fishing Charters 115 East Holderness Rd Holderness, NH in connection with the sale of your commercial business.

You and Aaron Diamond have represented that Aaron Diamond intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Aaron Diamond 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 Aaron Diamond 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
Aaron Diamond
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:

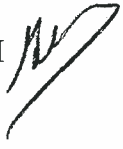
Deliver To:

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.


TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: March 9, 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 #1465, from James Willwerth to Aaron Diamond of JAH Reel Fishing Charters.

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 
Re: Commercial Transfer
Date: March 7, 2018

James Willwerth and Aaron Diamond of JAH Reel Fishing Charters are requesting the transfer of a Mooring Permit (#1465) in the Hampton Harbor area 1 mooring field. Attached is documentation of Diamond's commercial enterprise in the form of his NH Commercial Fishing License and landings. Also attached is the commercial documentation associated James Willwerth. Attached is a transfer request from James Willwerth with the assertion that he sold fishing equipment to Aaron Diamond. Aaron Diamond 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 #1465 be transferred to:

Aaron Diamond
JAH Reel Fishing Charters
115 East Holderness Rd
Holderness, NH 03857

March 15, 2018

Aaron Diamond
115 East Holderness Rd
Holderness, NH 03245

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 7535, Seabrook Harbor, New Hampshire

Dear Mr. Diamond:

Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial use mooring permit to James Willwerth 168 Ballard's Ridge Rd E. Wakefield, NH in connection with the sale of your commercial business.

You and James Willwerth have represented that James Willwerth intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that James Willwerth 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 James Willwerth 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
James Willwerth
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:

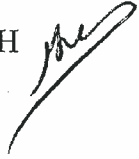
Deliver To:

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.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: March 9, 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 #7535, from Aaron Diamond to James Willwerth.

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: March 7, 2018

Aaron Diamond and James Willwerth are requesting the transfer of a Mooring Permit (#7535) in the Seabrook Harbor mooring field. Attached is documentation of Willwerth's commercial enterprise in the form of his NH Commercial Fishing License and landings. Also attached is the commercial documentation associated Aaron Diamond. Attached is a transfer request from Aaron Diamond with the assertion that he sold fishing equipment to James Willwerth. James Willwerth 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 #7535 be transferred to:

James Willwerth
168 Ballard's Ridge Rd
E. Wakefield, NH 03830

MEMORANDUM

To: Pease Development Authority Board of Directors
 From: David R. Mullen, Executive Director *DM*
 Date: April 20, 2018
 Re: Commercial Mooring for Hire Mooring Permits

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits" adopted by the Board on November 14, 2003, I am pleased to report that PDA has approved of commercial mooring for hire permits for the following:

<u>Applicant</u>	<u>Number of Permits</u>	<u>Business</u>	<u>Date of Approval</u>
Bayview Marina, LLC	3	Marina	3/15/18
Esther's Marina, LLC	2	Marina	3/15/18
Jay Gingrich	1	Shorefront tenant	3/15/18
Great Bay Marina	73	Marina	3/15/18
Great Bay Yacht Club	11	Yacht Club	3/15/18
Hampton River Boat Club	2	Boat Club	3/15/18
Island Club New Castle, Inc.	1	Boat Club	3/15/18
Kittery Point Yacht Club	8	Yacht Club	3/15/18
Lamprey River Marina	6	Marina	3/15/18
Little Bay Marina	4	Marina	3/15/18
Matthew Metivier	1	Shorefront tenant	3/15/18
Mud Cove Boat Yard	1	Shorefront tenant	3/15/18
Dorothy Oliver	1	Shorefront tenant	3/15/18
Portsmouth Yacht Club	14	Yacht Club	3/15/18
Sagamore Landing Homeowners Assn	1	Shorefront Condo	3/15/18
Southend Yacht Club	1	Yacht Club	3/15/18
Split Rock Cove Ltd	1	Shorefront tenant	3/15/18
Warpath Family Farm	1	Shorefront tenant	3/15/18
Wentworth by the Sea Dockside Condominium Assn	1	Shorefront Condo	3/15/18
Wentworth By the Sea Marina (Pier People LLC)	2	Marina	3/15/18

The Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits provides that:

A Commercial Mooring for Hire Permit request submitted in connection with this delegation of authority shall not be consented to and approved unless all of the following conditions are met:

1. Applicant has provided required information and documentation in accordance with NH Administrative Rule Pda 506.09(f).
2. The Director of the Division of Ports and Harbors has reviewed and recommended approval of the Commercial Mooring for Hire Permit applications

The conditions have been met.

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi, Director DPH
From: Tracy R. Shattuck, Chief H/M *TR*
Re: Commercial Moorings For Hire
Date: March 15, 2018

The following have submitted re-applications for existing Commercial Moorings For Hire. Also listed is the available documentation. I recommend approval.

Bayview Marina, LLC – 3 moorings

19 Boston Harbor Rd
Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, copy of mooring/slip lease agreement, certificate of formation with Secretary of State, map of mooring field, description of public access, copy of IRS EIN form

Esther's Marina, LLC – 2 moorings

41 Pickering St
Portsmouth, NH 03801

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, receipts, Marina lease agreement

Jay Gingrich – 1 mooring

513 Marcy St
Portsmouth, NH 03801

Tax bill, assertion that it is used for an occupying tenant

On file: tax map, deed

Great Bay Marine – 73 moorings

PO Box 3127

Portsmouth, NH 03802-3127

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, statement of hours and public access and services offered,
Federal form – election by a small business corporation, certificate of membership in
Marina Operators Association of America, map of mooring field

Great Bay Yacht Club – 11 moorings

c/o Jay Mooney, Mooring Chair

PO Box 1644

Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, copy of by-laws, list of directors and officers, description of
tackle, chart of mooring field , membership directory (includes description of public
access, etc)

Hampton River Boat Club – 2 moorings

Thomas McNamara

PO Box 901

Hampton, NH 03842

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence, Constitution and
Bylaws, club Rules and Regulations, slate of officers

Island Club New Castle, Inc – 1 mooring

PO Box 282

Newcastle, NH 03854-0282

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence

Kittery Point Yacht Club – 8 moorings

PO Box 373

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, certificate of registration by the Secretary of State, application for
registration as a non-profit, list of officers

Lamprey River Marina – 6 moorings

c/o Lou Gargiulo

3 Holland Way, Suite 201

Exeter, NH 03878-0201

Tax bill, proof of good standing Secretary of State, advertising

On file: brochure, acknowledgement of membership in a trade organization, tax map
deed, map of mooring field

Matthew Metivier – 1 mooring

164 Shattuck Way

Newington, NH 03801

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Mud Cove Boat Yard – 1 mooring

Attn: Wayne Semprini, President

PO Box 336

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, assertion that it is used for an occupying tenant

Dorothy Oliver – 1 mooring

22 Cedar Point Rd

Durham, NH 03824

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Portsmouth Yacht Club – 14 moorings

PO Box 189

New Castle, NH 03854-0189

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, list of officers/directors

Sagamore Landing Homeowners Association – 1 mooring

c/o Murat Ergin

251 Walker Bungalow Rd

Portsmouth, NH 03801

On file: tax map, deed, condo association bylaws. Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.

Southend Yacht Club – 1 mooring

7 Pickering Ave

Portsmouth NH 03801

Tax bill, notice of EIN, advertising, Secretary of State

On file: tax map, deed, list of officers/directors

Split Rock Cove, Ltd – 1 mooring

507 State St

Portsmouth, NH 03801

Tax bill

On file: tax map, deed, governing instruments, assertion that it is used for an occupying tenant

Warpath Family Farm – 1 mooring

7905 Striped Bridge Road

Hopkinsville KY

Attn: Charles Tarbell, Dustan Knight-Tarbell

Tax Bill, assertion that it is used for occupying tenant.

On file: tax map, deed.

Wentworth by the Sea Dockside Condominium Association – 1 mooring

PO Box 2011

Newcastle, NH 03854-2011

On file: tax map, deed, Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.

Wentworth by the Sea Marina (Pier People, LLC) – 2 moorings

Attn: Spenser Epperson

PO Box 2079

Newcastle, NH 03854-2079

Tax bill, brochure

On file: tax map, deed, statement of rates, certificate of membership International Marina Institute, description of public access and services.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DM*
RE: Expenditure Report for the Division of Ports and Harbors
DATE: April 20, 2018

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

1. Project Name: BRP US, Inc.
PDA Obligation: \$7,892.61
Board Authority: Vice-Chairman Loughlin
Summary: Purchase of 115 hp Evinrude motor for Workskiff

2. Project Name: Dover Marine
PDA Obligation: \$700.00
Board Authority: Vice-Chairman Loughlin
Summary: Installation of 115 hp Evinrude motor for Workskiff

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

1. Project Name: Lakes Region Environmental
PDA Obligation: \$3,500.00
Board Authority: Vice-Chairman Loughlin
Summary: Engineering services required for the emergency repair due to storm damage

P:\BOARDMTG\2108\Contractrpt-DPH 0418.docx

Division of Ports & Harbors

Memorandum

To: Capt. Geno J. Marconi, Director

From: Tracy R. Shattuck, Chief H/M *TMS*

Re: Re-power Workskiff

Date: March 16, 2018

As you know the 90 hp Evinrude on the Workskiff is a 1996 model. We have maintained the motor and gotten a far greater service life from it than would be expected. It has reached a point at which it is not prudent to invest further in that motor. The boat itself is in very good condition.

Attached is a quote from BRP US Inc (Bombardier) for a 115 hp Evinrude under the US Government Services Administration contract. The total for the motor and controls is \$7892.61. Dover Marine estimates \$700 for the installation (7 man-hours). I request and recommend approval of \$7892.61 to BRP US Inc for the motor and up to \$1000 to Dover Marine for the installation.



BRP US Inc.
10101 Science Drive
Sturtevant, WI 53177

EVINRUDE. Johnson.
ROTAX.

www.evinrude.com

Quote No.
2436 SQ

Prepared For:

NH PORT AUTHORITY
 PO BOX 506
 PORTSMOUTH NH 03802-0506

Cage Code: 1UVT5
 FEIN #37-1341308
 DUNS #033775334

Prepared By:

John Phelps
 john.phelps@brp.com
 Phone : (800) 901-3228
 FAX : (262) 884-5403

GSA CONTRACT GS-07F-0066H EXPIRATION DATE: JULY 30, 2018

CUSTOMER NO	CUSTOMER REFERENCE NO.	SALES REPRESENTATIVE	QUOTE NO.	QUOTE DATE
1280054	QUOTE		2436 SQ	03/15/18
QTY	DESCRIPTION	MODEL # / PART #	UNIT PRICE	EXTENDED PRICE
1	EV 115HP 20" ETEC/REM/EL/PT WH	E115DSLAF	7,080.00	7,080.00
1	RCAY,BIN-1LVR WTNK	5006182	216.04	216.04
1	KIT AY,IGN W/CO SW	176408	74.60	74.60
2	CABLE 15' 2PK	173115	29.62	59.24
1	KIT AY,WIRING 15FT	176340	97.66	97.66
1	KIT AY,1.8 GAL TK	5008617	137.07	137.07
1	TACH,SYS-CHK 3"	764017	125.67	125.67
1	PROP,AL 13.75X13	765181	102.33	102.33
TRACY SHATTUCK PH:603-436-8500				
			TAX	.00
			TOTAL	7,892.61

This QUOTE will be valid for 60 days from today
 BRP Invoice Terms and Conditions Apply
 Standard Shipping Charges Included
 Delivery: Contract Terms Apply Terms: Net 30 Days

Dover Marine

Go With The Best!

17 New Rochester Road
Dover, NH 03820
Phone: 603-742-9463 Fax: 603-749-0381

www.dovermarine.com

Bill To:

PICA-DFH
583 Main St.
Portsmouth, NH 03801
603-432-3500
L.Harris@picasales.com

INVOICE

DATE: March 13, 2018
INVOICE #: 100
FOR: Mercy Sea Pro 115

DESCRIPTION	AMOUNT
2018 Mercury Sea Pro 115 #11161571D	\$ 7,336.00
#BM005686S CONTROL BOX	253.66
#89292A25 Tach	53.19
#69657K 19 Key switch	162.39
#BM002537 CABLE	67.18
#63280Q45 Abu prop	135.79
Labor approx 7 hours	789.00
Fuel sea and fittings	152.00
Steering kit link	54.98
TOTAL	\$ 8,927.11

Make all checks payable to DOVER MARINE.
If you have any questions concerning this invoice please contact Frank Merritt.



LAKES REGION ENVIRONMENTAL

Fuel System Specialists & Equipment

P.O. Box 1236

Belmont, NH 03220

Phone (603) 267-7000 Fax (603) 267-8039

Quote # J31318

Rye Harbor Marina

Rye, N.H.

TO:

Pease Development Authority
 Division of Ports & Harbors
 555 Market Street
 Portsmouth, N.H. 03801

SITE / PROJECT:

Rye Harbor Marina
 1870 Ocean Blvd.
 Rye, New Hampshire
 UST: # 0-111064 / DES: # 199912055

DATE	CONTRACT DESCRIPTION	PURCHASE ORDER	F.O.B. POINT	TERMS	
March 13,2018	Storm Repairs UST Fuel Piping Installation		Rye, NH	Upon Receipt	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1.00	Pro-Eng.	Provide approved professional engineered UST designed plans, Site Survey, State application, Application Fee, Site Plan, Tank Diagram Certification letters & as-Builts Professional Engineer Services		3,500.00/lb.	3,500.00
ENGINEER & SERVICES AMOUNT					3,500.00
SALES TAX					
SHIPPING & HANDLING					
TOTAL AMOUNT DUE					3,500.00

Send all correspondence to:

- Lakes Region Environmental**
 John J. Paradise
 P.O. Box 1236
 Belmont, NH 03220
 Phone (603) 267-7000 Fax (603) 267-8039
- E-Mail jparadise@lrenvironmental.net

You are authorized to perform the following above described:

Please sign the acceptance form below.
(NOTE) THIS IS NOT AN INVOICE

Pease Development Authority
(Division of Ports & Harbors)
PO# _____

Signature: _____ Date _____

Print: _____


MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to approve the proposal from Appledore Marine Engineering, LLC for the purpose of conducting design, engineering and permitting work for the Barge Dock Functional Replacement Project provided in the attached proposal and contingent upon the final approval by the Federal Highway Administration; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated April 9, 2018, attached hereto.

N:\RESOLVES\2018\DPH-AMI Barge Dock 0418.docx

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Director 

Date: 4/9/2018

Subject: Functional Replacement of Barge Dock: Design, Engineering and Permitting

The Division of Ports and Harbors has received a proposal from Appledore Marine Engineering, LLC ("AME") to provide Marine Engineering Services associated with the Functional Replacement of the Barge Dock. The proposed cost is \$1,865,823. Please see attached proposal.

The Division advertised a Request for Qualifications ("RFQ") and conducted a qualification-based selection of an engineering firm. The PDA Board of Directors approved AME for on-call marine engineering services at its June 15, 2017 Board Meeting.

The Division and NH DOT conducted an Independent Governmental Estimate ("IGE") of the proposal and compared the IGE with AME's spreadsheet of values and the review team concurred on the proposal fee.

On February 22, 2018, the Capital Budget Overview Committee ("CBOC") approved the expenditure of not more than \$5,000,000.00 from the Pier Expansion Fund subject to the approval of Governor and Council. On March 7, 2018 the Functional Replacement Agreement with NH DOT was approved by the Governor and Council. Please see attached Notice to Proceed and signed agreement.

The expenditures will be 100% reimbursed by the Federal Highway Administration ("FHWA".) The current balance of the Port Expansion Fund is \$5,445,212.00.

Therefore, the Division requests that the PDA Board of Directors approve the proposal for Marine Engineering Services for the Barge Dock Functional Replacement subject to final approval by the FHWA.

Attachments: AME Proposal
CBOC approval
NH Governor & Council Notice to Proceed
Signed agreement, NH DOT & PDA

Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

March 30, 2018

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

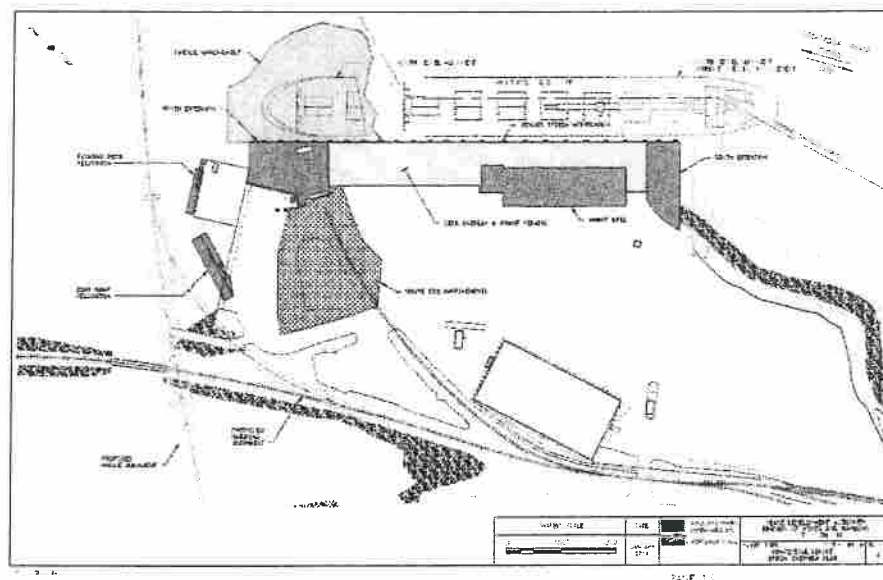
Re: Proposal to Provide Marine Engineering Services
Main Pier Functional Replacement
Portsmouth New Hampshire

Dear Captain Marconi:

Appledore Marine Engineering, LLC (AME) is pleased to present this proposal for Marine Engineering services for the above-referenced project. This proposal will discuss the Background, Scope of Services, Schedule of Work and Fee for the services required to complete the work.

BACKGROUND:

The Sarah Mildred Long Bridge (SML) Bridge replacement project resulted in removal of a portion of the Port Authority's barge wharf due to the realignment of the bridge. To compensate the Port for the loss of the use of the barge dock, compensatory mitigation was proposed. A study completed by HTA and AME developed conceptual design alternatives for the compensatory mitigation with associated budgetary construction costs. The following Figure is an excerpt from that report.



PROJECT UNDERSTANDING:

We understand that FHWA and the associated State DOT's have come to an agreement to fund the compensatory mitigation and it is the desire to contract the design through AME's Port on call contract. Following is a list of the specific portions of the mitigation to be included in this project.

- Wharf
 - 60'+/- southern end extension
 - 145'+/- northern end extension
 - Fender System Modifications
- Dredging 16,000 CY of soil and rock over an area of approximately 55,000 SF
- Shore Side Grading and drainage to include approximately 60,000-70,000 SF of grading, paving and drainage. Estimated 6,000 CY of material for disposal

Based on the construction cost estimates developed for the PDA/DPH Conceptual Design Study (2014), the estimated construction cost of this project is estimated to be \$30,000,000 to \$35,000,000 escalated to the year of anticipated construction of 2020.

To complete the required engineering studies, investigations, design, regulatory permitting and bid support services we have assembled a team that leverages the DOT team members currently involved in the replacement of the SML Bridge project. The team and respective roles are as follows;

Appledore Marine Engineering (AME)	Project Management, Marine Structural Design
Hoyle Tanner Associates (HTA)	Site engineering
McFarland Johnson (MJ)	Regulatory permitting approvals
GZA	Geotechnical
Ransom Consulting, Inc (RANSOM)	Environmental Management for Site Improvements
James J. Bajek, LLC (BAJEK)	Dredge disposal sampling, and testing
CLE Engineering	Hydrographic Survey

SCOPE OF SERVICES:

This scope of services is developed to support the owner in obtaining the necessary regulatory approvals and to allow competitive bidding by qualified marine contractors for the construction. The scope of work includes the following basic tasks;

TASK 1: SITE INVESTIGATIONS

1. Geotechnical explorations, sampling and testing
2. Existing conditions survey update
3. Dredge material sampling and testing
4. Shore side soil sampling and characterization
5. Underwater investigation in vicinity of proposed structures
6. Validation of existing conditions

TASK 2: PRELIMINARY DESIGN

1. Environmental load development
2. Evaluation of operational requirements
3. Mooring berthing analysis
4. Preliminary Marine structural design
5. Utility coordination
6. Preliminary Grading, drainage and utilities design

TASK 3: REGULATORY APPROVALS

1. NEPA
 - Purpose and need statement and alternatives
 - Environmental impacts
 - Document preparation and submittal
2. Permitting
 - NHDES Wetlands Dredge and Fill
 - Army Corps of Engineers Wetlands
 - Section 401 Water Quality Certification
 - Shoreland Water Quality Protection Act (SWQPA)
 - CZM Consistency Review
 - Alteration of Terrain
 - Biological Assessment and Essential Fish Habitat Assessment
 - Historical and Archeological Resources

TASK 4: FINAL DESIGN AND CONTRACT DOCUMENTS

1. Marine structural design
2. Fender system and Mooring system design
3. Dredge design and generation of quantities
4. Storm water drainage system design
5. Grading and pavement design
6. Utility modifications

TASK 5: BID SOLICITATION AND EVALUATION

1. Response to questions during bidding
2. Development of amendments
3. Review of bids

MEETINGS:

The following meetings will be attended by AME personnel and appropriate team members to support the development of the design and regulatory approvals.

1. Kick Off and Stakeholder Engagement
2. Preliminary Design Review
3. Final Design Review
4. Pre-Bid Meeting
5. NHDES Coordination
6. Dredge management task force coordination
7. USACOE Coordination
8. EPA Coordination

DELIVERABLES:

The following submissions will be made as part of this scope of services.

1. Field Investigation
 - Updated existing conditions survey
 - Geotechnical and hazardous material field explorations
 - Dredge material sampling and testing
 - Underwater inspection findings
2. Basis of Design
 - Review and identification of appropriate design guides and codes
 - Identification and development of appropriate project loading including (wind, wave, current, passing vessel, seismic, and mooring/berthing)
 - Structural analysis
 - Storm drainage modeling
3. Preliminary Design
 - Contract drawings using AutoCAD version 2010, following guidance of the National CAD standard
 - Specifications
 - Opinion of probable construction cost

4. Regulatory Permitting & Approvals
 - o NHDES Wetlands Dredge and Fill application
 - o Army Corps of Engineers Wetlands application
 - o Section 401 Water Quality Certification application
 - o Shoreland Water Quality Protection Act (SWQPA) application
 - o CZM Consistency Review application
 - o Alteration of Terrain application
 - o Biological Assessment and Essential Fish Habitat
 - o Historical and Archeological Resources
5. Final Design
 - o Contract drawings using AutoCAD version 2010, following guidance of the National CAD standard
 - o Specifications
 - o Opinion of probable construction cost
6. Updated Contract Drawings Ready for Construction, post bid solicitation, incorporating amendments

ASSUMPTIONS:

1. Regulatory permitting application fees and environmental mitigation will be paid by the Owner.
2. No site specific historic or archeological studies will be required
3. No site specific detailed studies of rare species or ecology will be required
4. That the project will be classified as a categorical exclusion for the NEPA process
5. The project will be exempt from City of Portsmouth site plan review
6. Dredge spoils will be granular and suitable for offshore disposal without biological testing requirements.
7. No Federal Channel relocation or de-authorization will be required

SCHEDULE:

AME will commence work on the project immediately upon written notice to proceed and anticipate completion of each task in accordance with the following schedule. The schedule may need to be adjusted to accommodate weather for field explorations and availability of regulatory authorities for necessary coordination.

Task	Description
Kick Off Meeting	21 Days from notice to proceed
Field Investigations	120 Days from kick off meeting
Preliminary Design	90 Days from completion of field work
Regulatory Permitting Applications	60 Days from completion of preliminary design
Final Design	75 Days from receipt of owner comments
Updated Contract Documents	30 Days from selection of contractor

FEES:

Fees for consulting services will be in accordance with the following schedule on a fixed fee basis.

<u>Task</u>	<u>Fee</u>
Project Management and Quality Control	135,408
Subconsultant Services and Coordination	651,644
Engineering Investigations	92,605
Dredge Disposal Permit	36,832
Marine Structural Design and Dredge Design	879,026
Bid Solicitation Services	70,308
Total Fee	1,865,823

Prompt payment of invoices is necessary for us to maintain a schedule and provide responsible service. We will invoice monthly for our engineering services and reimbursable expenses. Payment is due within thirty (30) days of date of invoice.

Thank you for giving us the opportunity to present a proposal for this work.

If you have any questions or require additional information, please do not hesitate to contact me.

Regards,



Noah J. Elwood, PE
President

This Proposal is subject and subordinate to the Agreement for Marine Engineering Services between the Parties dated July 1, 2017

ATTACHMENT 1

FEE PROPOSAL

A&E FEE PROPOSAL WORKSHEET

FIRM NAME: Appledore Marine Engineering, LLC
Contract No.
Project Title Main Pier Functional Replacement Design

DATE: March 30, 2018

Project Management and Quality Control	135,408
Subconsultant Services and Coordination	651,644
Engineering Investigations	92,605
Dredge Disposal Permit	36,832
Marine Design	879,026
Bid Solicitation Services	70,308

TOTAL

\$1,865,823

Project Management and Quality Control

LABOR							
Engineering Discipline	Rate	Project Management		Preliminary Submission		Final Submission	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	16	\$1,385	16	\$1,385	16	\$1,385
Project Manager/Diver	\$75.96	124	\$9,419	32	\$2,431	32	\$2,431
Sr. Engineer/Diver	\$68.41	96	\$6,567	64	\$4,378	64	\$4,378
Engineer/Diver	\$49.33	0	\$0	24	\$1,184	24	\$1,184
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	12	\$386	12	\$386	12	\$386
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		248	\$17,757	148	\$9,764	148	\$9,764
Engineering Discipline	Rate	Updated Contract Documents		Meetings		\$135,408	Salary
		Hours	Salary	Hours	Salary		
Principal	\$86.54	8	\$692	12	\$1,038	0	\$0
Project Manager/Diver	\$75.96	16	\$1,215	48	\$3,646	0	\$0
Sr. Engineer/Diver	\$68.41	32	\$2,189	48	\$3,284	0	\$0
Engineer/Diver	\$49.33	12	\$592	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	5	\$161	6	\$193	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		73	\$4,850	114	\$8,161	0	\$0
Subtotal for Labor:		731	\$50,296				
Overhead:	144.75%		\$72,803				
Profit:	10.0%		\$12,310				
Total Cost for Labor:			\$135,408				

TRAVEL AND PER DIEM		
Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles:	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK		
Item	Expense	Cost
Total for Direct Costs:		\$0

REPRODUCTION COSTS			
Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$135,408

Subconsultant Services and Coordination

LABOR

Engineering Discipline	Rate	Geotechnical		Site Improvements		Regulatory Permitting	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	6	\$519	6	\$519	6	\$519
Project Manager/Diver	\$75.96	12	\$912	12	\$912	16	\$1,215
Sr. Engineer/Diver	\$68.41	24	\$1,642	24	\$1,642	32	\$2,189
Engineer/Diver	\$49.33	0	\$0	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	4	\$129	4	\$129	4	\$129
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		46	\$3,201	46	\$3,201	58	\$4,052

Engineering Discipline	Rate	Hazardous Material (Soils)		Dredge Material Sampling/Test		Hydro Survey	
		Hours	Salary	Hours	Salary	135408.2	Salary
Principal	\$86.54	4	\$346	1	\$87	0	\$0
Project Manager/Diver	\$75.96	12	\$912	8	\$608	2	\$152
Sr. Engineer/Diver	\$68.41	32	\$2,189	12	\$821	6	\$410
Engineer/Diver	\$49.33	0	\$0	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	4	\$129	4	\$129	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		52	\$3,576	25	\$1,644	8	\$562
Subtotal for Labor:		235	\$16,237				
Overhead:	144.75%		\$23,503				
Profit:	10.0%		\$3,974				
Total Cost for Labor:			\$43,714				

TRAVEL AND PER DIEM

Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK

Item	Expense	Cost
Site Improvements		\$131,328
HTA	\$119,389	
Regulatory		\$131,648
McFarland Johnson	\$119,680	
Geotechnical		\$159,110
GZA	\$144,645	
Environ/haz soils		\$162,855
Ransom	\$148,050	
Dredge Sediment Testing		\$9,845
Bajek	\$8,950	
Hydrographic Survey		\$13,145
	\$11,950	
Total for Direct Costs:		\$607,930

REPRODUCTION COSTS

Item	Unit	Price/Unit	Cost
Deliverable	0		\$0
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$651,644

Engineering Investigations

LABOR

Engineering Discipline	Rate	Design Inspection		Current Assessment		Mooring/Berthing Analysis	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	2	\$173	2	\$173	6	\$519
Project Manager/Diver	\$75.96	20	\$1,519	16	\$1,215	16	\$1,215
Sr. Engineer/Diver	\$68.41	40	\$2,736	48	\$3,284	72	\$4,926
Engineer/Diver	\$49.33	20	\$987	72	\$3,552	96	\$4,736
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	2	\$64	4	\$129	6	\$193
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		84	\$5,480	142	\$8,353	196	\$11,589
Engineering Discipline	Rate	Existing Conditions Update		Hours	Salary	135408.2	Salary
		Hours	Salary				
Principal	\$86.54	1	\$87	0	\$0	0	\$0
Project Manager/Diver	\$75.96	16	\$1,215	0	\$0	0	\$0
Sr. Engineer/Diver	\$68.41	32	\$2,189	0	\$0	0	\$0
Engineer/Diver	\$49.33	48	\$2,368	0	\$0	0	\$0
Technician/Diver	\$43.29	72	\$3,117	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	0	\$0	0	\$0	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		169	\$8,976	0	\$0	0	\$0
Subtotal for Labor:		591	\$34,397				
Overhead:	144.75%		\$49,789				
Profit:	10.0%		\$8,419				
Total Cost for Labor:			\$92,605				

TRAVEL AND PER DIEM

Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK

Item	Expense	Cost
Total for Direct Costs:		\$0

REPRODUCTION COSTS

Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$92,605

Dredge Disposal Permit

LABOR

Engineering Discipline	Rate	Disposal Route Develop		Permit Development		Follow Up	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	1	\$87	4	\$346	6	\$519
Project Manager/Diver	\$75.96	8	\$608	16	\$1,215	18	\$1,367
Sr. Engineer/Diver	\$68.41	16	\$1,095	48	\$3,284	48	\$3,284
Engineer/Diver	\$49.33	0	\$0	24	\$1,184	0	\$0
Technician/Diver	\$43.29	16	\$693	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	0	\$0	0	\$0	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		41	\$2,481	92	\$6,029	72	\$5,170

Engineering Discipline	Rate	Hours	Salary	Hours	Salary	135408.2	Salary
Principal	\$86.54	0	\$0	0	\$0	0	\$0
Project Manager/Diver	\$75.96	0	\$0	0	\$0	0	\$0
Sr. Engineer/Diver	\$68.41	0	\$0	0	\$0	0	\$0
Engineer/Diver	\$49.33	0	\$0	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	0	\$0	0	\$0	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		0	\$0	0	\$0	0	\$0

Subtotal for Labor: 205 Hours, \$13,681 Salary

Overhead: 144.75% \$19,803

Profit: 10.0% \$3,348

Total Cost for Labor: \$36,832

TRAVEL AND PER DIEM

Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK

Item	Expense	Cost
Total for Direct Costs:		\$0

REPRODUCTION COSTS

Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$36,832

Marine Design

LABOR

Engineering Discipline	Rate	Basis of Design		Calculations		Preliminary	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	24	\$2,077	32	\$2,769	32	\$2,769
Project Manager/Diver	\$75.96	64	\$4,861	240	\$18,230	360	\$27,346
Sr. Engineer/Diver	\$68.41	124	\$8,483	360	\$24,628	480	\$32,837
Engineer/Diver	\$49.33	124	\$6,117	360	\$17,759	480	\$23,678
Technician/Diver	\$43.29	0	\$0	64	\$2,771	480	\$20,779
CADD Tech/Diver	\$32.18	12	\$386	32	\$1,030	120	\$3,862
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		348	\$21,924	1088	\$67,186	1952	\$111,271
			Final		Updated Contrat Docs		
Engineering Discipline	Rate	Hours	Salary	Hours	Salary	135408.2	Salary
Principal	\$86.54	32	\$2,769	12	\$1,038	0	\$0
Project Manager/Diver	\$75.96	260	\$19,750	80	\$6,077	0	\$0
Sr. Engineer/Diver	\$68.41	420	\$28,732	160	\$10,946	0	\$0
Engineer/Diver	\$49.33	420	\$20,719	160	\$7,893	0	\$0
Technician/Diver	\$43.29	420	\$18,182	160	\$6,926	0	\$0
CADD Tech/Diver	\$32.18	80	\$2,574	16	\$515	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		1632	\$92,726	588	\$33,395	0	\$0
Subtotal for Labor:		5,608	\$326,502				
Overhead:	144.75%		\$472,612				
Profit:	10.0%		\$79,911				
Total Cost for Labor:			\$879,026				

TRAVEL AND PER DIEM

Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK

Item	Expense	Cost
Total for Direct Costs:		\$0

REPRODUCTION COSTS

Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$879,026

Bid Solicitation Services

LABOR							
Engineering Discipline	Rate	Bid Meeting		RFI's		Amendments	
		Hours	Salary	Hours	Salary	Hours	Salary
Principal	\$86.54	2	\$173	16	\$1,385	12	\$1,038
Project Manager/Diver	\$75.96	16	\$1,215	56	\$4,254	56	\$4,254
Sr. Engineer/Diver	\$68.41	16	\$1,095	72	\$4,926	72	\$4,926
Engineer/Diver	\$49.33	0	\$0	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	48	\$2,078
CADD Tech/Diver	\$32.18	0	\$0	12	\$386	12	\$386
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		34	\$2,483	156	\$10,950	200	\$12,682
Engineering Discipline	Rate	Hours	Salary	Hours	Salary	135408.2	Salary
Principal	\$86.54	0	\$0	0	\$0	0	\$0
Project Manager/Diver	\$75.96	0	\$0	0	\$0	0	\$0
Sr. Engineer/Diver	\$68.41	0	\$0	0	\$0	0	\$0
Engineer/Diver	\$49.33	0	\$0	0	\$0	0	\$0
Technician/Diver	\$43.29	0	\$0	0	\$0	0	\$0
CADD Tech/Diver	\$32.18	0	\$0	0	\$0	0	\$0
Clerical	\$24.90	0	\$0	0	\$0	0	\$0
Subtotals:		0	\$0	0	\$0	0	\$0
Subtotal for Labor:		390	\$26,115				
Overhead:	144.75%		\$37,801				
Profit:	10.0%		\$6,392				
Total Cost for Labor:			\$70,308				

TRAVEL AND PER DIEM		
Item	Expense	Cost
Per Diem:		\$0
Rate:	\$0	
# of Persons:	0	
# of Days:	0	
Airfare:		\$0
Rate:	\$0	
Excess Baggage:	\$0	
# of Round Trips:	0	
Vehicle Rental:		\$0
Rate:	\$0	
Gas:	\$0	
# of Days/wks:	0	
Mileage		\$0
Rate:	\$0.00	
Miles:	0	
Airport Parking		\$0
Rate:	\$0.000	
# Days:	0	
Total for Travel:		\$0

DIRECT COSTS FOR FIELD WORK		
Item	Expense	Cost
Total for Direct Costs:		\$0

REPRODUCTION COSTS			
Item	Unit	Price/Unit	Cost
Deliverable	0		
Report (Color)	0	\$1.00	\$0
Specs, Reports (B&W)	0	\$0.75	\$0
Plans (11x17)	0	\$1.50	\$0
Plans (22x34)	0	\$3.00	\$0
CD-ROM:	0	\$4.00	\$0
			\$0
			\$0
Total Cost for Reproduction:			\$0

TOTAL ENGINEERING SERVICES: \$70,308

ATTACHMENT 2
SUBCONSULTANT PROPOSALS

Hoyle, Tanner & Associates, Inc.

NH Port Authority – Functional Replacement of Main Wharf

DRAFT Scope of Work – Shore Side Improvements

Revised 12/9/2016

Preliminary Design

- **P1: Project Initiation and Management**
 - Project kick-off meeting with Project Team for initial coordination related to design, permitting, and environmental planning. One (1) meeting is assumed.
 - Review all available existing information. Plans, surveys, studies, permits, etc.
 - Conduct site visit.
- **P2: Conceptual Design – Shore Side Improvements**
 - Utility coordination efforts as required for completion of shore side improvements.
 - Two (2) on-site meetings have been assumed for utility coordination.
 - Prepare a conceptual design plan detailing the shore side work necessary to complete the project. Plans shall include preliminary design for grading, drainage, and utility improvements based on the PDA-DPH Conceptual Design documents prepared by AME dated January 2014.
 - Includes soils removal/disturbance of the area under the existing SML Bridge and minor regrading as necessary to accommodate North and South Wharf Extensions.
 - Two (2) shore side bollards will be incorporated into the Civil Design.
 - Structural design of the bollards will be completed by AME.
 - Coordinate between AME and Ransom during bollard design to minimize disturbance of contaminated soils for foundation construction and site grading around bollards.
 - Coordination with Environmental Management subconsultant (Ransom Consulting, Inc.)
 - Coordinate design of shore side improvements to eliminate or minimize impact to in-situ contaminated soils.
 - Assist with development of a soils pre-characterization program, as applicable or necessary for shore side improvements.
 - Two (2) meetings and related communication are assumed.
 - Provide guidance to Project Team for development of bid items following NHDOT format for the wharf and dredging work
 - Develop list of probable bid items and quantities related to shore side work.
 - Develop preliminary cost estimate.
- **P3: Alteration of Terrain Permit – Pre-application Coordination**
 - Determine/evaluate criteria applicable to NHDES Alteration of Terrain (AoT) Permit.
 - Attend a pre-application meeting with NHDES permit review staff to present the project and solicit input.

- **P4: Client and Stakeholder Meetings**
 - Meet with Project Team for coordination of Preliminary Design efforts. One (1) coordination meeting is assumed.
 - Environmental management coordination meeting. Meet with Project Team, Client, NHDES, and USEPA to present project scope and review areas of planned soil disturbance.
 - Preliminary Design review meeting. Meet with Client and Project Team to review Preliminary Design drawings and solicit input prior to proceeding to Final Design. One (1) meeting is assumed.

Final Design

- **F1: Storm Drainage Design**
 - Prepare/update (if available) drainage model in HydroCAD for the existing site features.
 - Prepare proposed condition drainage model in HydroCAD for the proposed site features.
 - Design new Stormwater management and treatment devices in accordance with AoT regulations and guidelines.
- **F2: Final Design – Shore Side Improvements**
 - Meetings and general coordination with Project Team for Final Design efforts and permitting. One (1) coordination meeting is assumed.
 - Coordination with Environmental Management subconsultant (Ransom Consulting, Inc.)
 - Assist with implementation of the soils pre-characterization program.
 - Update preliminary design to incorporate findings and of soils pre-characterization.
 - Provide limits of excavation and associated quantities to assist with evaluation of options for disposal of excess soils generated during construction.
 - Prepare final design plans, technical specifications, and special provisions for the proposed shore side work.
 - Perform QA review of the complete design package (including wharf, dredging, and shore side improvements) to verify compliance with NHDOT standards.
- **F3: Structural Design Assistance**
 - Provide structural design support/guidance to AME for design of prestressed concrete wharf improvements, as necessary.
 - Provide support/guidance to AME for development/adaptation of technical specifications & special provisions to NHDOT standards.
- **F4: Alteration of Terrain Permit Application**
 - Prepare and file an AoT permit application with NHDES.
 - Respond to NHDES review comments and submit a revised application.
- **F5: Stormwater Pollution Prevention Plan**
 - Prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project.

Bid Phase

- **B1: Bid Phase Services**
 - Provide general assistance to Project Team during Bid Phase.
 - Prepare for and attend pre-bid meeting.
 - Review any Requests for Information (RFI) submitted during the bid phase and provide input on questions pertaining to shore side work.
 - Provide assistance with preparation of Bid Addenda as necessary to address changes in bid documents related to shore side work.
 - Attend bid opening.
 - Review unit pricing for bids received for shore side work items, and provide assistance to Project Team in preparation of Recommendation to Award.

Construction Phase

- **Not included in this Contract**

Design Phase Assumptions

- Hoyle, Tanner will provide engineering services for shore side work as a subconsultant to the Prime Consultant, Appledore Marine Engineering (AME).
- AME will contract with the NH Port Authority through an existing on-call contract.
- McFarland Johnson will provide environmental/NEPA permitting services for this project as a subconsultant to AME.
- Ransom Consulting will provide environmental management services for this project as a subconsultant to AME.
- The anticipated limits of excavation, soil disturbance, regrading, and/or pavement reconstruction associated with the shore side work are as shown in Figure 1.
- Soil sampling / testing for contaminated soils, if necessary, will be completed by the Environmental Management subconsultant. Hoyle, Tanner will assist in this effort as described in this scope of work.
- All permitting and environmental coordination, except for efforts associated with preparation of an NHDES AoT Permit, will be completed by McFarland-Johnson.
- The estimated NHDES AoT Permit Application Fee for this project is \$1,250, based on assumed impacts within the Protected Shoreland Area of between 50,000 sf and 199,999 sf. This fee is included as a reimbursable expense to the project. Should the area of impact exceed 199,999 sf, an amendment for additional permitting fee may be required.
- This project will be exempt from City of Portsmouth site plan review.
- Additional topographic or boundary survey work, if necessary, is not included in this Scope of Work.
- Drawings will be prepared in AutoCAD format and will follow the electronic drawing standards provided by AME.
- As the Prime Consultant for this project, AME will be responsible for the overall coordination of electronic information between members of the Project Team, and AME will be responsible for final assembly of the contract documents (drawings and specifications). Hoyle, Tanner will assist

in this effort by providing electronic drawings, files, and other project-related information to members of the Project Team, upon request.

- The anticipated contract sheet list for the shore side improvements designed by Hoyle, Tanner includes:
 - Civil Design Notes Sheet
 - Existing Conditions Plan
 - Grading & Drainage Plan
 - Utility Plan
 - Erosion Control Plan
 - SWPPP Sheet
 - Civil Construction Detail Sheets (4 total)
- No additional right-of-way or land takings will be required for this project and no right-of-way drawings will need to be prepared by Hoyle, Tanner
- The Contract Documents to be used for interim design reviews, permitting purposes, and bidding will be provided in electronic format (e.g. PDF, MS Word, AutoCAD files). The cost for producing hard copies of Contract Documents for Client review, permitting, or bidding purposes is not included in this lump sum proposal.
- The Project Team will be responsible for preparing Technical Specifications for this project; the "Front End" Specifications (Bidding Requirements, Agreement, General Conditions, General Requirements) will be provided by NHDOT and/or NH Port Authority. Hoyle, Tanner will prepare Technical Specifications associated with shore side work and provide assistance with to the Project Team for preparation of other Technical Specifications as described herein.
- Construction phase services, such as shop drawing review and periodic site observations or resident engineering services, are not included in this Proposal. We intend to submit a Proposal for these services after the design phase services are completed, if so requested.

Bid Phase Assumptions

- Bidding/procurement will be performed by NH Port Authority. Hoyle, Tanner will provide assistance during the bid phase to the Port and Project Team as outlined herein.
- As the Prime Consultant for this project, AME will be the primary point of contact for the Port Authority during the bid phase and will be responsible for coordinating with the Project Team to respond to RFIs and issue bid addenda.
- The proposal assumes a maximum of three (3) minor addendums will be issued.

BILLING RATE ESTIMATE
 CLIENT: Appledora Marine Engineering, Inc.
 PROJECT: NH Port Authority - Functional Replacement of Main Wharf
 PROJECT #: AML016.07
 DATE: 12/6/2016

PRELIMINARY DESIGN

Calc. By: WRD / SMT
 Chkd. By: AML

TASK DESCRIPTIONS	PROJECT MANAGER II \$165.00	PROJECT MANAGER I \$146.00	DISCIPLINE LEAD \$165.00	SENIOR ENGINEER III \$140.00	SENIOR ENGINEER II \$130.00	SENIOR ENGINEER I \$122.00	ENGINEER III \$113.00	ENGINEER II \$104.00	ENGINEER I \$90.00	ENVIRONMENTAL COORDINATOR II \$122.00	CADD TECHNICIAN II \$97.00	CADD TECHNICIAN I \$81.00	ADMINISTRATIVE PROFESSIONAL I \$60.00	TOTAL HOURS	TOTAL BILLING RATE COSTS
Task P1: Project Initiation and Management															
P1-a. Project Kick-off Meeting	3													1	\$995.00
P1-b. Review Existing Data	4													4	\$2,532.00
P1-c. Site Visit for Data Collection	4													4	\$1,178.00
P1-d. Evaluate Topographic Survey & Coord. Add'l	1													3	\$493.00
P1-e. Internal Project Management (Invoicing, etc.)	8													8	\$3,080.00
Task P2: Conceptual Design - Shore Side Improvements															
P2-a. Utility Coordination	2													8	\$1,066.00
P2-b. Conceptual Design	6													24	\$6,710.00
P2-c. Coordination with Env. Mgmt Subconsultant	2													2	\$3,562.00
P2-d. Bid Item Development & Guidance	3													8	\$3,231.00
Task P3: AOT Pre-App Correspondence															
P3-a. Evaluate AOT Criteria	4													4	\$2,932.00
P3-b. Preapplication Meeting with NHDES	4													4	\$1,228.00
Task P4: Client and Stakeholder Meetings															
P4-a. Preliminary Design Team Coord. Meeting	3													3	\$1,239.00
P4-b. Environ. Mgmt Coordination Mtg	6													6	\$2,642.00
P4-c. Preliminary Design Meeting w/ Client	3													3	\$1,239.00
TOTAL BILLING RATE COSTS	\$8,745.00	\$0.00	\$0.00	\$7,420.00	\$0.00	\$15,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	31	\$33,773.00

REIMBURSABLE EXPENSES:
 TRAVEL - MILEAGE, ETC. \$150
 POSTAGE & COMMUNICATION \$25
 PRINTING \$50
 LODGING AND MEALS \$0
 TESTING EQUIPMENT RENTAL \$0
 Other \$0
 SUBTOTAL: \$225

SUBCONSULTANTS:
 (SUBCONSULTANT) \$0
 (SUBCONSULTANT) \$0
 (SUBCONSULTANT) \$0
 (SUBCONSULTANT) \$0
 (SUBCONSULTANT) \$0
 SUBTOTAL: \$0

TOTAL BILLING RATE COSTS \$33,773

SUBCONSULTANTS: 0%
 Includes admin. Fee of

SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:

REIMBURSABLE EXPENSES: 0%
 Includes admin. fee of

TOTAL: \$33,998

Port of New Hampshire Wharf Project
Environmental Scope of Work
McFarland Johnson
March 8, 2017

The Port of New Hampshire, in cooperation with the Federal Highway Administration (FHWA), proposes several improvements to the Market Street Terminal. The proposed improvements are intended to provide for the functional replacement of facilities impacted by the Sarah Mildred Long (SML) Bridge (U.S. Route 1 Bypass) replacement, which is currently under construction. The improvements include:

- A new dock structure approximately 60 x 120 feet at the south end of the existing wharf.
- A new dock structure approximately 145 x 80 feet at the north end of the existing wharf.
- A new fender system approximately 300 feet long.
- Removal of soil, grading and paving to connect the site's upper and lower laydown areas.
- Dredging of approximately one acre of the river bed adjacent to the north end of the extended wharf.

It is assumed that these improvements fully constitute the preferred alternative and that no other alternatives need to be addressed in detail. McFarland Johnson (MJ) has prepared this scope of work to obtain certain New Hampshire and federal environmental permits and approvals in support of the project.

Task 1 NEPA Document

As a federal action, the project must meet the requirements of the National Environmental Policy Act (NEPA). The project is not expected to significantly affect the environment, as it entails reconstruction and modification of a structure that will not substantially change the character of the facility. The anticipated impacts, and the resources to be impacted, are similar to the SML Bridge project, which was recently approved as a Categorical Exclusion (CE). It is assumed that the proposed wharf project will also qualify for classification as a CE and that an Individual CE (Environmental Study) will be required. If an Environmental Assessment is required, additional scope and fee would be necessary to complete the work.

The CE will require the following tasks:

Port of New Hampshire Wharf Project – Environmental Scope of Work

1.1 Purpose and Need and Alternatives

This task involves assembling the Purpose and Need Statement, description of alternatives, rationale for selection of the preferred alternative, and detailed description and plans of the preferred alternative. These materials will be gathered from existing project plans and reports.

1.2 Environmental Impacts

MJ will evaluate and describe potential environmental impacts, utilizing existing information as it is available. The following resource categories will be addressed:

- **Transportation patterns:** Describe potential effects on boat, auto and rail traffic within and adjacent to the wharf improvements.
- **Hazardous materials involvement:** Summarize potential involvement based on the work of others on site. Note mitigation measures that may be planned.
- **Environmental Justice:** Determine whether any disadvantaged populations that may be affected by the project occur in the vicinity.
- **Wetlands and waterways:** Describe impacts to jurisdictional tidal zones and wetlands. It is assumed the square footage or volume of impacts will be calculated in CAD by others.
- **Water quality:** Describe in general terms the potential water quality effects of stormwater runoff and construction activities. Specify likely management measures to minimize impacts.
- **Flood zones:** Quantify impacts to mapped flood zones. It is assumed no mitigation will be necessary.
- **Essential fish habitat:** Prepare an essential fish habitat assessment (see Task 3 below).
- **Threatened and Endangered Species:** Request a NH Natural Heritage Bureau database review and confirm the potential presence of federally listed species by utilizing the IPaC webtool and NOAA's website. A Biological Assessment will need to be completed since the project is within the range of federally listed tidal species (Task 3 below).
- **Historical resources:** Prepare and submit a new Request for Project Review to NH Division for Historical Resources (DHR) (Task 4 below). It is assumed the previous determination that there are no known historic resources will remain valid.
- **Air and Noise:** Address potential air and noise concerns, primarily related to construction activities, and describe likely management measures to minimize impacts. No detailed air or noise impact analysis is proposed.
- **Construction impacts:** Describe potential construction phase impacts and mitigation measures in general terms.

1.3 Document Preparation and Submittal

MJ will prepare the draft CE and assemble appendices, including relevant reports and correspondence. MJ will submit up to four hard copies and one electronic copy of the

Port of New Hampshire Wharf Project – Environmental Scope of Work

document to each of Pease Development Authority (PDA), NHDOT, FHWA, and Appledore (AME) for review. MJ will revise the document and submit up to four hard copies to NHDOT for submittal to FHWA.

Task 2 Permitting

In addition to the CE, the project will require several other state and federal permits or approvals. These may include:

- NH Wetlands Dredge and Fill Permit (Major Impact)
- US Army Corps of Engineers Section 404 Individual Permit
- 401 Water Quality Certification
- NH Shoreland Water Quality Protection Act Permit
- Coastal Zone Management Act (CZMA) Federal Consistency Finding
- Section 106 Coordination
- NH Alteration of Terrain Permit

2.1 NHDES Wetlands Dredge and Fill Permit

The project is anticipated to require a Major Impact Wetland Permit from the New Hampshire Department of Environmental Services (NHDES) because it will require dredge and fill within tidal wetlands. Mitigation is required for all tidal wetland impacts (Env-Wt 803.05). It is assumed that mitigation will be in the form of previously permitted and constructed mitigation, or an in-lieu fee. No review of additional mitigation sites or options will be undertaken.

Wetland permitting subtasks include:

2.1.1 Field Review

MJ will conduct a field visit to observe existing resources as provided by PDA or others on project plans, obtain photographs, and gather other information necessary for the preparation of the wetland application. It is assumed wetland boundaries will be based on known tidal elevations and no formal wetland delineation or survey will be required.

2.1.2 Resource Agency Meetings and Coordination

MJ will attend two Natural Resource Agency meetings at NHDOT or on site to address issues. One MJ staff member will attend and will prepare minutes. MJ will also coordinate with NHDES during preparation of the permit application. MJ will also meet twice with the NH Coastal Program's Dredge Management Task Force, attended by regulatory personnel that specifically address dredge permitting.

Port of New Hampshire Wharf Project – Environmental Scope of Work

2.1.3 Application Form, Narrative, and Graphics

MJ will fill out the form and prepare the application narrative, including a detailed description of activities impacting wetlands, responses to the so-called 20 Questions (Attachment A of the application), and mitigation information. A location map and photo log will be prepared. Plans are addressed below.

2.1.4 Wetland Impact Plan Preparation

Wetland impact plans appropriate for submission to NHDES will be prepared by AME or others. MJ will review and mark up the plans for revision by others.

2.1.5 Erosion Control Plan Preparation

It is assumed AME or others will prepare erosion control plans in accordance with NHDES requirements. No effort will be required of MJ for this task.

2.1.6 Graphics and Attachment Preparation

MJ will assemble permit graphics and application attachments, including a location map, photos, existing resource mapping, plans, details, material testing results, and relevant correspondence.

2.1.7 Conservation Commission Presentation

One MJ staff member will present the proposed project and mitigation to the Portsmouth Conservation Commission at one meeting.

2.1.8 Draft Permit Application Production and Distribution

MJ will assemble the permit application and will provide hard and electronic copies to AME, PDA, and if necessary, NHDOT and FHWA for review.

2.1.9 Final Application Preparation, Production and Distribution

Following review by AME and PDA, MJ will revise the wetland application to incorporate comments. MJ will produce the final wetland application and will either file the application with the city or provide ten hard copies and one electronic copy to NHDOT for filing.

2.1.10 Attend Public Hearing

A public hearing is required for fill in public waters. MJ will prepare presentation graphics (boards and/or powerpoint) based on existing project plans and reports and one MJ staff member will attend and present the project at the NHDES public hearing.

2.2 Army Corps of Engineers Wetland Permit

The project as currently proposed will exceed the Programmatic General Permit threshold for dredging (20,000 square feet) and pile-supported structures in tidal waters, and as such,

Port of New Hampshire Wharf Project – Environmental Scope of Work

requires an Individual Army Corps of Engineers Section 404 permit. Army Corps permitting subtasks include:

2.2.1 Application Form, Narrative and Graphics

MJ will prepare the application form and narrative and assemble necessary attachments. The supplemental narrative will include a brief alternatives analysis, a detailed description of the proposed activity, material to be dredged or discharged, resources on site, resource impacts, construction sequencing, impact avoidance and minimization, and mitigation. Figures and plans prepared for the NHDES application will be reformatted by AME to meet Corps submission requirements.

2.2.2 Coordination with Army Corps

MJ will coordinate with the Army Corps as necessary.

2.2.3 Draft Permit Application Production and Distribution

MJ will assemble the wetland application and attachments, including the supplemental narrative, figures and plans, and list of abutters. MJ will distribute hard and electronic copies to PDA, AME, and NHDOT for review and comment.

2.2.4 Final Application Preparation, Production and Distribution

Based on comments received, MJ will revise the application and will either file with the Army Corps or provide four hard copies and one electronic copy to NHDOT for filing.

2.2.5 Attend Public Hearing

The Army Corps may hold a hearing for the Section 404 permit. It is assumed it will be held jointly with the NHDES wetland application hearing. MJ will prepare presentation graphics (boards and/or powerpoint) based on plans prepared by others. One staff member will attend and present the project at the public hearing.

2.3 Section 401 Water Quality Certification

Because the project requires an Individual Army Corps permit, it will require an Individual Water Quality Certification from NHDES. MJ will prepare the certification application materials.

2.3.1 Application Form, Narrative and Graphics

MJ will prepare a 401 Water Quality Certification application and plans. This includes a description of the type and characteristics of proposed work; affected uses; compliance with water quality standards (Env-Wq 1700); detailed description of all phases of construction activity; location map; NHDES Watershed Report Card; abutter information; and wetland impact plans. As with the Sarah Mildred Long Bridge Water Quality Certification, it is assumed no formal pollutant loading analysis is necessary,

Port of New Hampshire Wharf Project – Environmental Scope of Work

which will be confirmed with NHDES prior to submittal. It is also assumed that wetland impact plans can be used for Water Quality Certification and that no additional plan preparation effort will be required.

2.3.2 Coordination with NHDES

MJ will coordinate with NHDES as necessary.

2.3.3 Draft Permit Application Production and Distribution

MJ will assemble attachments and graphics and produce a draft application for review. MJ will provide hard and electronic copies of the draft application for each of PDA, AME, and NHDOT for review.

2.3.4 Final Application Preparation, Production and Distribution

Based on comments received, MJ will revise the application and either file with NHDES or provide four hard copies and one electronic copy to NHDOT for filing.

2.4 Shoreland Water Quality Protection Act (SWQPA)

The project falls within the protected shoreland of the Piscataqua River. Since work is proposed outside of wetland permit program jurisdiction (but within shoreland program jurisdiction), a separate SWQPA permit will be needed. Because the project is transportation-related, it is likely to qualify for a Permit by Notification. MJ will prepare a Shoreland application and plans to demonstrate compliance with the SWQPA.

2.4.1 Application Form, Narrative, and Graphics

MJ will prepare the application form, project description, impacts worksheet with calculations for each shoreland zone, existing and proposed conditions plans (prepared by others), erosion control plans, existing deed, abutters list and certified mail receipts (if required), and photos. A Shoreland Waiver Request Form will be prepared if necessary.

2.4.2 Project Plan Preparation

MJ will assemble plan sheets for the shoreland permit application using plans provided by others.

2.4.3 Draft Permit Application Production and Distribution

MJ will provide hard and electronic copies of the shoreland application, plans, and attachments for review by each of PDA, AME, and NHDOT.

2.4.4 Final Application Preparation, Production and Distribution

Based on comments received, MJ will revise the application and submit to NHDES or submit four hard copies and one electronic copy to NHDOT for submittal.



2.5 CZMA Consistency Review

Because the project is federally funded and requires federal permits, it requires a finding of consistency with the Coastal Zone Management Act (CZMA). MJ will prepare a consistency review for submission to the Federal Consistency Coordinator (under the NH Coastal Program).

2.5.1 NH Coastal Program Coordination

MJ will coordinate with the Coastal Program as necessary.

2.5.2 CZM Narrative Preparation

MJ will prepare a narrative to address the consistency of the project with coastal policies as required under the CZMA.

2.5.3 Graphic and Attachment Preparation

MJ will assemble the necessary attachments and graphics for the CZMA review, using existing project graphics and reports.

2.5.4 Draft Permit Application Production and Distribution

MJ will provide hard and electronic copies of the draft consistency finding for each of PDA, AME, FHWA, and NHDOT for review.

2.5.5 Final Application Preparation, Production and Distribution

Based on comments received, MJ will revise the consistency finding, and will submit to the Coastal Program or submit four hard copies and one electronic copy of the final document to NHDOT for submittal to the NH Coastal Program.

Task 3 Biological Assessment and Essential Fish Habitat Assessment

A Biological Assessment (BA) is required because of potential impacts to federally listed rare species in tidal waters (shortnose and Atlantic sturgeon). An Essential Fish Habitat Assessment (EFHA) is required because of proposed impacts to Essential Fish Habitat designated by the National Marine Fisheries Service (NMFS). The BA and EFHA will be prepared in accordance with federal requirements, guidance and templates, including the following:

- 50 CFR 402.12 - *Biological Assessments*
- *Template for Biological Assessments & Biological Evaluations* (USFWS)
- *Guidance for Preparing a Biological Assessment* (USFWS)
- *FHWA National BA Template*
- *FHWA National BA Template Instructions*

Port of New Hampshire Wharf Project – Environmental Scope of Work

- 50 CFR 600 Subpart J - *Essential Fish Habitat (EFH)*
- *Preparing Essential Fish Habitat Assessments: A Guide for Federal Action Agencies*
- *Guide to Essential Fish Habitat Designations in the Northeastern United States (NMFS)*

This scope assumes the EFHA for the Port of New Hampshire project can be prepared to meet the abbreviated consultation requirements allowed under the Magnuson-Stevens Act.

3.1 Biological Assessment

3.1.1 Review Existing Data

This task consists of reviewing project information, as well as information regarding rare species and other resources at the site. The BA prepared for the Sarah Mildred Long Bridge replacement project in 2013 will contain much of the information needed for the current project BA. Information regarding short-nose sturgeon (SNS) and Atlantic sturgeon (AS) in the general area and in similar habitats will be reviewed, along with their biological requirements such as habitat needs, timing of movements, and reproductive cycles. It is assumed sufficient site-specific information and photographs will be available and that no additional field visits will be necessary.

3.1.2 Project Overview and Details, Listed Species, and Environmental Baseline

The information collected in Task 3.1.1 will be incorporated into the initial section of the BA. The project description will include existing conditions and the proposed design; construction phase details, including the timing and duration of work in the water; and future operations and maintenance. Any interrelated or interdependent actions will be identified, but at this time there are assumed to be none. The listed species are anticipated to be SNS and AS. The life history and habitat requirements of these species will be described. The environmental baseline will include a description of the river's dimensions, substrate types, tidal amplitude and frequency, water quality, and other characteristics of relevance to the listed species. It is assumed that this information will be available from existing project reports, websites, or other publicly available sources.

It is assumed graphics will be available that show existing conditions, project design plans, impacts to environmental resources, and construction sequencing. The graphical information will be obtained from others and it is assumed minimal effort is needed to adapt the plans to satisfy the BA requirements.

3.1.3 Action Area

The project and baseline information will be used to identify the Project Action Area, which will encompass the project's potential direct and indirect effects on listed species. MJ will coordinate with AME and the Port regarding the limits of the Action Area.



Port of New Hampshire Wharf Project – Environmental Scope of Work

3.1.4 Effects Analysis

MJ will analyze the project's direct and indirect effects on the two listed species. This will include the effects of permanent habitat impacts, construction phase activities, and long-term operation or maintenance activities. For each project component affecting listed species, conclusions will be drawn regarding the category of effect under the Endangered Species Act.

3.1.5 Prepare Draft and Final Biological Assessment

MJ will prepare a draft BA and submit it to PDA, AME, NHDOT, and FHWA for review. The BA will include the above sections plus references and an Executive Summary. MJ will incorporate comments and submit a draft final BA for review. Additional comments will be incorporated into the final BA. Ten (10) hard copies each of the draft and final BA will be produced.

3.1.6 Coordination

MJ will coordinate with PDA, AME, NHDOT, and NMFS as needed by telephone, email, etc. regarding project progress and issues. No meetings are proposed.

3.2 Essential Fish Habitat Assessment

3.2.1 Review Existing Data

This task consists of reviewing the materials described in Task 3.1.1 above, including the EFH Assessments prepared for the Memorial Bridge and Long Bridge replacement projects, which are located in the same EFH area as the wharf project.

3.2.2 Project Overview and Details

The information collected in Task 3.2.1 will be incorporated into the initial section of the EFHA. This will include essentially the same project information and figures as in Task 3.1.2 above.

3.2.3 Essential Fish Habitat Designation and Description

The EFH designated by NMFS will be described. The specific EFH limits will be identified by coordinates and NMFS description and will be shown graphically. The NMFS designated fish species and their life stages will be identified. The habitat needs of each species will be identified based on existing literature. Based on readily available information, habitat characteristics within the project study area (substrate, salinity, temperature, dissolved oxygen, and water depth) will be described. MJ will determine whether the habitat required for each species' life stages may be present within the area of effect. The potential for the occurrence of designated habitats such as shellfish habitat or eelgrass beds will be described.

3.2.4 Effects Analysis

MJ will analyze the project's impacts on the designated species and habitats. This will include the effects of permanent habitat impacts, construction phase activities, and long-term operation or maintenance activities. The types of potential project impacts considered may include hydroacoustic, turbidity, pH, habitat modifications, and hydraulics. The potential for impacts to specifically designated species and habitats will be determined and described. The habitat types, species, and life stages that may be affected will be summarized in tabular form.

3.2.5 Conclusions and Mitigation

MJ will summarize findings of the EFHA and will identify mitigation measures (developed by others) proposed to reduce or eliminate project impacts. MJ will also prepare an Executive Summary to include in the document.

3.2.6 Prepare Draft and Final Essential Fish Habitat Assessment

MJ will prepare a draft EFHA and submit to PDA, AME, NHDOT, and FHWA for review. MJ will incorporate comments and submit a draft final EFHA for review. Additional comments will be incorporated into the final EFHA. Ten (10) hard copies each of the draft and final EFHA will be produced.

3.2.7 Coordination

MJ will hold an additional meeting, if needed, with natural resource agencies to address issues raised by the BA and EFHA. MJ will prepare the meeting presentation using existing graphics and will prepare minutes. MJ will coordinate with PDA, AME, NHDOT, and NMFS as needed by telephone and email regarding project progress and issues.

Task 4 Historic and Archeological Resources

For an earlier iteration of the project, involving wharf extension, the NH Division of Historical Resources (DHR) determined that no historic properties would be affected. Because several years have passed and the project has changed, a new submittal and approval are required. MJ will complete the following tasks:

4.1 Request for Project Review

MJ will prepare a Request for Project Review, which involves filling out an RPR form, researching DHR files for existing resources, describing the project, and attaching plans, photographs, and previous historic resource studies or correspondence. The RPR will be submitted to DHR through NHDOT. It is assumed the prior finding that no historic resources are

Port of New Hampshire Wharf Project – Environmental Scope of Work

present will be confirmed and the Section 106 effect determination will be No Historic Properties Affected.

4.2 Meet with DHR; Prepare Effect Memo

MJ will attend one NHDOT Cultural Resource Coordination Meeting to describe the project and answer questions on the RPR. MJ will prepare the effect memo for PDA's and NHDOT's use.

Task 5 Project Management and Coordination

MJ will manage the work effort, providing updates on schedule and budget and developing progress reports and monthly invoices.

Coordination described here is in addition to permit coordination described above. MJ will coordinate as needed with the consultant team, PDA, NHDOT or other state agencies, federal agencies, and others. This task includes obtaining plans, studies, backup information, and other materials; discussing and verifying project details and impacts; and related work. This task includes attendance at one additional NHDOT Natural Resource Agency Coordination Meeting by one MJ staff person to discuss the proposed project and seek input on potential concerns.

Additional Assumptions:

If there are impacts to historic resources, public parks or wildlife refuges, a Section 4(f) evaluation may be needed to comply with Section 4(f) of the US DOT Act of 1966. Because the NH State Historic Preservation Officer issued a finding of no known historic or archeological resources for a prior wharf permit, it is assumed no Section 4(f) resources are present and no evaluation will be needed.

The project description, purpose and need statement, and analysis of alternatives considered will be provided by AME or HTA prior to the submission deadlines. It is assumed only one alternative will need to be analyzed and addressed in detail.

AME and HTA will provide project plans and graphics needed for impact assessment, permit applications and agency meeting presentations.

Either AME or HTA will also attend resource agency and conservation commission meetings to address project design issues.

It is assumed no permits other than those described above will be needed. Permitting for disposal of dredged material will be the responsibility of AME or others.

Port of New Hampshire Wharf Project – Environmental Scope of Work

It is assumed that hydraulic and hydrologic analyses (if necessary) conducted by others will provide necessary information for permit applications and that no additional hydraulic or hydrologic studies will be necessary.

It is assumed no formal wetland delineation will be necessary, and that jurisdictional boundaries can be determined from existing tidal data.

No historic or archeological surveys or studies are required other than the RPR described above.

No detailed studies of rare species occurrence or ecology will be necessary.

Permit application fees will be paid by PDA or others.

It is assumed the eelgrass mitigation completed for a prior permit application will be sufficient, that no wetland mitigation design will be needed, and any Aquatic Resource Mitigation Fund in-lieu fee would be paid by others.

PORT OF NEW HAMPSHIRE WHARF PROJECT
McFarland-Johnson, Inc.

March 8, 2017

FEE SUMMARY - ENVIRONMENTAL TASKS

DIRECT LABOR		\$	38,298.64
OVERHEAD	177.86%	\$	68,117.96
PROFIT	12.00%	\$	12,769.99
LABOR FEE SUB-TOTAL		\$	119,186.59

DIRECT NON-SALARY EXPENSES			
Auto Mileage	(90 miles RT x 5 trips @ \$0.54)	\$	243.00
Printing and Reproduction		\$	50.00
Postage / Express Mailings		\$	200.00
Miscellaneous Supplies, Etc.		\$	-
TOTAL DIRECT EXPENSES		\$	493.00

TOTAL FEE		\$	119,679.59
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PORT OF NEW HAMPSHIRE WHARF PROJECT
McFarland-Johnson, Inc.
STAFF HOUR MATRIX
March 8, 2017

Task Descriptions	Staff Classifications							Total Hours
	SPM	SPE	PE/ES	SE	AE	ST	T	
TASK 1 - NEPA Document								
1.1 Purpose & Need, Alternatives	1		12		8			21
1.2 Environmental Impacts	1		16		48			65
1.3 Document Preparation and Submittal	2		40		64			106
Subtotal:	4	0	68	0	120	0	0	192
TASK 2 - Permitting								
2.1 Dredge & Fill Permit								
2.1.1 Field Review			12					12
2.1.2 Resource Agency Coordination	2		64		16			82
2.1.3 Application Form and Narrative	1		4		12			17
2.1.4 Wetland Impact Plan			4		4			8
2.1.5 Erosion Control Plan			2					2
2.1.6 Graphics and Attachments			2		6			8
2.1.7 Conservation Commission			12		4			16
2.1.8 Draft Application	2		12		12			26
2.1.9 Final Application	1		8		8		4	21
2.1.10 Public Hearing			12		4			16
Subtotal:	6	0	132	0	66	0	4	208
2.2 Army Corps Wetland Permit								
2.2.1 Form, Narrative, and Graphics	1		8		16			25
2.2.2 Coordination with Army Corps			8					8
2.2.3 Draft Application	1		10		10			21
2.2.4 Final Application			8		4		4	16
2.2.5 Public Hearing (see Task 2.1.10)								0
Subtotal:	2	0	34	0	30	0	4	70
2.3 Section 401 WQC								
2.3.1 Form, Narrative, and Graphics	1		12		12			25
2.3.2 Coordination with NHDES			8					8
2.3.3 Draft Application	1		8		8			17
2.3.4 Final Application			8		4		4	16
Subtotal:	2	0	36	0	24	0	4	66
2.4 Shoreland Permit								
2.4.1 Form, Narrative, and Graphics			8		8			16
2.4.2 Plan Preparation			2					2
2.4.3 Draft Application			8		12			20
2.4.4 Final Application			4		4		4	12
Subtotal:	0	0	22	0	24	0	4	50
2.5 CZMA Consistency Review								
2.5.1 NH Coastal Program Coordination			4					4
2.5.2 Narrative Preparation			6					6
2.5.3 Graphics and Attachments			2		4			6
2.5.4 Draft Application			8		6			14
2.5.5 Final Application			4		4		4	12
Subtotal:	0	0	24	0	14	0	4	42
Task 3 - Biological Assessment/EFH Assessment								
3.1 Biological Assessment								
3.1.1 Review Existing Data				12	4			16
3.1.2 Project Overview, Env Baseline				12	4			16
3.1.3 Action Area				6				6
3.1.4 Effects Analysis			2	24				26
3.1.5 Draft and Final BA	2		4	32	8			46
3.1.6 Coordination			8	8				16
Subtotal:	2	0	14	94	16	0	0	126
3.2 Essential Fish Habitat Assessment								
3.2.1 Review Existing Data				2				2
3.2.2 Project Overview				2				2
3.2.3 EFH Description				12	4			16
3.2.4 Effects Analysis			2	12	4			18
3.2.5 Conclusions/Mitigation			2	16	8			26
3.2.6 Draft and Final EFHA	2		2	12	4			20
3.2.7 Coordination			4	4				8
Subtotal:	2	0	10	60	20	0	0	92
Task 4 - Historical and Archaeological Resources								
4.1 Request for Project Review	1		12		20			33
4.2 Coordination, Prepare Effect Memo	1		16					17
Subtotal:	2	0	28	0	20	0	0	50
Task 5 - Project Management and Coordination								
Project Management and Coordination	2		32		24			58
Subtotal:	2	0	32	0	24	0	0	58
TOTAL HOURS:	22	0	400	154	358	0	20	954
LABOR RATES:	\$60.00	\$50.06	\$46.31	\$38.89	\$33.31	\$31.04	\$27.03	
DIRECT LABOR:	\$1,320.00	\$0.00	\$18,524.00	\$5,989.06	\$11,924.98	\$0.00	\$540.60	\$38,298.64

LABOR CLASSIFICATIONS

SPM Senior Project Manager
SPE Senior Project Engineer/Senior Environmental Analyst
PE/ES Project Engineer/Environmental Scientist
SE Senior Engineer
AE Assistant Engineer
ST Senior Technician
T Technician



Proactive by Design

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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March 27, 2018
File No. 03.P000237.17

Mr. Noah Elwood
Appledore Marine Engineering
600 State Street Suite E
Portsmouth, New Hampshire 03801

Sent via email: NElwood@appledoremachine.com

Re: Proposal for Geotechnical Engineering Services – Revision 001
Market Street Marine Terminal
555 Market Street
Portsmouth, New Hampshire 03801

Dear Mr. Elwood:

GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this proposal for geotechnical engineering services to Appledore Marine Engineering for the above referenced project.

BACKGROUND

The project involves the expansion and relocation of structures at the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) property as a direct result of the newly constructed Sarah Mildred Long Bridge (under separate contract). The site is located in Portsmouth, NH along the Piscataqua River which flows along the eastern edge of site.

The project will involve the construction of both a North and South Extension to the existing main wharf structure and dredging in the area to the east of the North Extension. Subsurface explorations in the area of the South Extension of the main wharf were previously performed by GZA in 2007.

OBJECTIVE

The objectives of GZA's services will be to expand upon the existing subsurface information by providing subsurface explorations in the area of the proposed North Extension. Upon completion of the site investigation and sampling, GZA will develop a preliminary geotechnical memorandum for the project and provide geotechnical support for the design and construction of the piles for the wharf extension structures.



SCOPE OF WORK

The following Scope of Work is proposed to meet our above-stated objective.

Task 1: Subsurface Explorations

We will conduct a site reconnaissance to review existing conditions and to pre-mark proposed boring as required by Dig Safe. The purpose of the borings will be to obtain subsurface data required for a geotechnical evaluation. Boring locations will be established and recorded based on GPS measurements.

Once the site has been pre-marked, we will subcontract New England Boring Contactors of Derry, New Hampshire to contact Dig Safe and drill the test borings. The land borings will be drilled using a truck mounted drill rig, while the water borings will utilize a jack-up barge mounted drill rig, both utilizing steel casing and drive-wash drilling methods. Nine borings are proposed in the area of the North Extension. The six borings over water, in the area of the North Extension, will be drilled to the top of apparent bedrock, three of which will be cored for a depth of 15 feet for bedrock classification. Three borings on land will be drilled to the top of apparent bedrock, one of which will be cored for a depth of 15 feet for bedrock classification. It is anticipated that the drilling and sampling can be completed in eight days.

GZA will provide a full time geotechnical staff engineer to coordinate and log the borings and classify the core samples. GZA's staff engineer will also prepare a project specific health and safety plan for these field tasks.

Task 2: Preliminary Geotechnical Memorandum

Upon completion of the field tasks, GZA will prepare a Preliminary Geotechnical Memorandum for the project. The report will summarize the results of the recently collected subsurface data.

Task 3: Geotechnical Support for Design of Piles and Anchorage System

GZA will provide geotechnical assistance with the design and analysis of the pipe piles and pile anchorage system, as required.

BASIS OF BILLINGS AND FEE ESTIMATE

Billings for GZA's professional services will be based on a Fixed Fee of \$144,645 (includes two-day water drilling contingency). This estimate is based on the anticipated Scope of Work outlined above, which represents our current judgment as to the level of effort required. Unforeseen conditions that become evident during the course of the studies and that may alter or increase the effort required, will be brought to the attention of Appledore. The fee for Task 3 has been estimated based on fees billed for similar previous work and our current understanding of the scope of work. Included in the above Fixed Fee is \$45,000 reserved for engineering services to be performed under Task 3. Should the cost of these services approach this reserved amount, then additional services will be provided upon mutual agreement between GZA and Appledore and upon written acceptance by both parties of a scope modification and fee adjustment. The Fee Estimate for the Scope of Work outlined above is approximately broken down as follows:



Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact Alie Steere at (401) 427-2761 or Alison.Steere@gza.com.

Very Truly Yours,

GZA GEOENVIRONMENTAL, INC.

Alison L. Steere
Assistant Project Manager

Dino D. Fiscoletti
Senior Consultant/ Reviewer

David R. Carchedi, PhD
Senior Principal

Enclosures: Terms and Conditions of Engagement (08/08-Edition 059010)

ACCEPTANCE

This Proposal for Services and Terms and Conditions of Engagement are hereby accepted and executed by a duly authorized signatory, who, by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Appledore Marine Engineering.

APPLEDORE MARINE ENGINEERING

By _____ Title _____

Typed Name _____ Date _____

Billing address (if different from above):

Ransom Consulting, Inc.

NH Port Authority – Functional Replacement of Main Wharf

Scope of Work & Cost Estimate– Environmental Management for Shore Side Site Improvements

(Revised 3/35/2018)

Preliminary Design (\$18,050 estimate – to be billed Lump Sum – see notes related to cost estimate sensitivity by subtask, below)

- **P1: Project Initiation and Management (\$3,000)**
 1. Meet with Project Team for coordination related to design, permitting, and environmental planning. One (1) meeting is assumed.
 2. Review available existing information pertaining to concept designs to assess for potential additional data needs relative to environmental soils characterization in planned work areas.

- **P2: Conceptual Design – Shore Side Improvements (\$11,050; sensitivity: up to 10% higher based primarily on unknowns related to the level of support needed for item 4., below)**
 1. Coordinate with shore side civil engineering subconsultant (Hoyle Tanner + Associates, Inc.) to eliminate or minimize impact to in-situ contaminated soils associated with utility placement and design plans, grading requirements, and wharf extension shore side features. It is understood that the conceptual approach will be in general conformance with the preliminary design for grading, drainage, and utility improvements based on the PDA-DPH Conceptual Design documents prepared by Appledore Marine Engineering (AME) dated January 2014.
 - Includes soils removal/disturbance in the area under the existing SML bridge and minor regrading as necessary to accommodate North and South Wharf Extensions, two shore side bollards, and foundation elements for the North and South Wharf Extensions.

Two (2) meetings have been assumed with Hoyle Tanner; and two on-site meetings are assumed.
 2. Once areas of planned disturbance are finalized in the Concept Design and using existing data on the spatial distribution of Site contaminants, design a supplementary soils pre-characterization plan to augment existing data as may be necessary and to characterize areas not previously assessed. Up to five preliminary waste characterization samples are included in this assessment for planning purposes; however, disposal waste characterization analyses will be deferred until soils are excavated, segregated, and stockpiled as part of the Construction Phase and have not been budgeted herein. The pre-characterization sampling is intended to provide the additional data necessary for updating the Site Materials Management Plan and developing detailed Project requirements for Shore Side improvements for construction planning and bidding.

3. Coordinate meeting with selected Project Team representatives (including PDA and legal counsel), New Hampshire Department of Environmental Services (Hazardous Waste Remediation Bureau Project Manager), and U. S. Environmental Protection Agency (U.S. EPA - Kim Tisa) to present project scope, review areas of planned soils disturbance, and present and receive comment on the plan for supplementary soils characterization, and the conceptual approach to Materials Management for the Shore Side project. The purpose of the meeting will be to affirm characterization and soils management requirements, especially as they pertain to PCB contaminated materials, including materials regulated under Toxic Substance Control Act (TSCA); and to soils contaminated with hazardous substances, including materials regulated under the New Hampshire Code of Administrative Rules Chapter Env-Or 600 Contaminated Site Management and related rules. This task is recommended because: (1) the facility is an active Hazardous Waste Project co-regulated by the EPA due to the TSCA concerns, and by the NH DES; and (2) the previously submitted Site Investigation is under review by EPA and we have yet to receive NH DES comments that were reportedly provided to EPA. Two (2) meetings are planned (a preliminary meeting and a regulatory meeting). If necessary, based on the outcomes of the meeting with State and Federal regulators, revise the soils pre-characterization program and seek appropriate regulatory approval.
 4. Provide guidance to Project Team for development of bid items following NHDOT format (to the extent practicable) for soil, groundwater, asphalt/concrete, wash water, and storm water management; for air monitoring, site health and safety, and worker training/certification requirements. It is anticipated that this bid item will be consistent with and include elements of the updated Site Materials Management Plan (SMMP).
 5. Develop list of probable bid items and quantities related to shore side work related to environmental media characterization, on-site management (if applicable), and disposal.
 6. Develop preliminary cost estimate for Project materials management and disposal.
- **P3: Alteration of Terrain Permit – Pre-application Coordination (\$2,000; sensitivity: up to 50% higher based primarily on unknowns related to the level of support needed for item 1., below)**
 1. Provide support for NHDES Alteration of Terrain (AoT) Permit Pre-application process as environmental issues and impacted Site soils and groundwater. One meeting and related communication are assumed.
 2. Attend a pre-application meeting with NHDES permit review staff to present the project and solicit input. One meeting and related communication are assumed.
 - **P4: Client and Stakeholder Meetings (\$2,000)**
 1. Meet with Project Team for coordination of Preliminary Design efforts. One (1) coordination meeting is assumed.
 2. Preliminary Design review meeting. Meet with Client and Project Team to review Preliminary Design drawings and solicit input prior to proceeding to Final Design. One (1) meeting is assumed.

Final Design (\$126,900 estimate – to be billed Lump Sum – see notes related to cost estimate sensitivity by subtask, below, as well as an explanation of modifications since the March 2017 proposal)

- **F1: Soils Pre-Characterization Program and Revise SMMP for Shore Side Project (\$120,000).** This cost item has been modified upward since March 2017 to consider likely additional regulatory scrutiny for the Site resulting from Sarah Mildred Long Bridge (SMLB) soils characterization work documenting PCBs present in lower-risk areas, and considers that a tightly spaced sample grid (10 foot grid) may be required over much of the planned grade cut areas, including all paved areas. The budget assumes up to 1,650 linear feet of drilling, and the collection of 825 soils samples for analyses for the presence of PCBs (a 215% increase), and based on recent NH DES Site requirements for similar recent Site construction work the addition of 20 samples for RCRA metals analyses, (total of 40 budgeted), 20 samples for polynuclear aromatic hydrocarbon analyses (total of 20 budgeted), 10 samples for volatile organic compounds analyses (total of 10 budgeted), and 2 samples for waste characterization analyses (total of 7 budgeted – based on additional differentiation of “type” of suspect sources in planned soil cut areas, which will provide more clarity to the bid specification, reduce the risk of improper soils management, and has the potential to reduce disposal costs). The drilling budget has changed slightly to accommodate the additional sampling material requirements, and the Ransom field support effort has doubled to increase the efficiency of sample collection thereby doubling the drilling productivity. Ransom has solicited competitive laboratory rates which resulted in a 23% reduction in unit cost for PCB analyses. Ransom’s proposal will propose to the EPA and DES a stepwise approach to sample collection density which could yield project savings, contingent on: (1) approval of that sequenced approach and (2) results that support a lesser sampling frequency. Nevertheless, there remains an upward sensitivity to the proposed cost estimated at 35%. This latter scenario would be driven by the potential need to characterize the area between the former SMLB railroad spur and the paved Barge Wharf area at a 10 ft grid spacing, which herein has been proposed at a 30 ft grid spacing sampling frequency (the increased sampling frequency would result in an additional 660 linear feet of drilling and 330 samples for analyses).

 1. Implement the soils pre-characterization program. Pre-characterization will include additional soils delineation (based regulatory scenario and driven by U. S. EPA under TSCA or NH DES requirements) and includes preliminary waste disposal characterization. The SMMP will include design sheets to illustrate the areas to be excavated as well as segregation guidance for the excess soils being generated from each area to guide the earthwork contractor.
 2. Prepare a report of findings and incorporate findings into the SMMP that will govern the management and disposal of the Site soils during construction. After Client and Project Team review and approval, the SMMP will be submitted to the NH DES (and the EPA, if necessary) for review and approval.
- **F2: Site Soils Disposal Planning (\$2,000; sensitivity: up to 50% higher based primarily on unknowns related to the level of facility follow-up needed for item 2., below)**

 1. Evaluate options for disposal of the excess soils generated during construction.
 2. Submit preliminary pre-approval package to potential disposal facilities to receive cost estimates. We have budgeted for submitting pre-approval packages to between three and five disposal facilities.

- **F3: Alteration of Terrain Permit Application (\$2,100; sensitivity: up to 50% higher based primarily on unknowns related to the level of support needed for item 1., below)**
 1. Assist Hoyle Tanner, as needed, with preparing and filing an AoT permit application with NHDES.
 2. Respond to NHDES review comments as needed.
- **F4: Storm Water Pollution Prevention Plan (\$2,800; sensitivity: up to 50% lower based on possible lower assistance needs of Hoyle Tanner)**
 1. Assist Hoyle Tanner, as needed, with preparing the Storm Water Pollution Prevention Plan (SWPPP) for the project.

Bid Phase (\$3,100 estimate – to be billed Lump Sum; sensitivity: up to 30% higher based primarily on unknowns related to the level of support needed for items 1., 2. and 4., below)

- **B1: Bid Phase Services**
 1. Provide general assistance to Project Team during Bid Phase.
 2. Prepare for and attend pre-bid meeting.
 3. Review any Requests for Information (RFI) submitted during the bid phase and provide input on questions pertaining to shore side work for environmental management considerations.
 4. Provide assistance with preparation of Bid Addenda as necessary to address changes in bid documents related to shore side work for environmental management considerations.
 5. Attend bid opening.
 6. Review unit pricing for bids received for shore side work items related to environmental management, and provide assistance to Project Team in preparation of Recommendation to Award.

Notes:

- Ransom Consulting, Inc. will provide shore side environmental management services for this project as a subconsultant to AME.
- Hoyle Tanner will provide engineering services for shore side work as a subconsultant to the Prime Consultant, AME.
- McFarland Johnson will provide environmental/NEPA permitting services for this project as a subconsultant to AME.
- AME will contract with the NH Port Authority through an existing on-call contract.
- The anticipated limits of excavation, soil disturbance, regrading, and/or pavement reconstruction associated with the shore side work are as shown in the Probable Limit of Shoreside Work sketch, attached.
- All permitting, except for efforts associated with preparation of an NHDES AoT Permit, will be completed by McFarland-Johnson.
- With the possible exception of groundwater management, treatment, and disposal that may be required for shore side foundation features and stormwater treatment structures, this project

will be exempt from City of Portsmouth review. No groundwater analyses has been included in this scope or budget; past analytical results are available for planning purposes.

- Additional topographic or boundary survey work, if necessary, is not included in this Scope of Work.
- Drawings will be prepared in AutoCAD format and will follow the electronic drawing standards provided by AME.
- As the Prime Consultant for this project, AME will be responsible for the overall coordination of electronic information between members of the Project Team, and AME will be responsible for final assembly of the contract documents (drawings and specifications). Ransom Consulting, Inc. will assist in this effort by providing electronic drawings, files, and other project-related information to members of the Project Team, upon request.
- Soil delineation effort will be a function of area of disturbance and regulatory input (hence the proposed meeting).
- Soil characterization effort/cost will be a function of soil area and spatial density of borings required by NH DES and U.S. EPA, as well as the soils management strategy. Assuming that the U.S. EPA is likely to require sampling on a 10 foot grid for the portion of the Marine Terminal used for scrap storage (average soil removal 6 feet at topographic high, 2 feet for lower areas to be regraded, 4 feet average depth in south extension area) and suspect areas of reworked soils, and may allow for a greater spacing in a specific area between the rail corridor and the Barge Wharf paved area (a 30 foot grid spacing is assumed for that area and a maximum removal depth of 7 feet). For the areas planned for disturbance 9 days of field investigations per day to advance approximately 200 linear feet per day for geoprobe test borings has been assumed. It is assumed that the waste characterization effort (sampling and analyses after excavation, segregation and stockpiling) to achieve final soils acceptance for disposal at one or more permitted facilities will be deferred until the Construction Phase. Waste disposal characterization as part of the Design field effort (7 samples) is preliminary and focus on one sample from each of 7 different areas based on 7 different land use/soil origin histories.
- The anticipated deliverables prepared by Ransom Consulting, Inc. as part of this project include:
 - Preliminary Materials Pre-Characterization Proposal (for submittal to NH DES and EPA in support of the proposed meeting)
 - Soil Characterization Report for areas of planned soils disturbance
 - Updated shore side Site Materials Management Plan
 - Specification sections for shore side materials management pertaining to environmental considerations (in coordination with Hoyle Tanner and Project Team)
- Construction Phase services are not included in this Proposal.

Bid Phase Assumptions

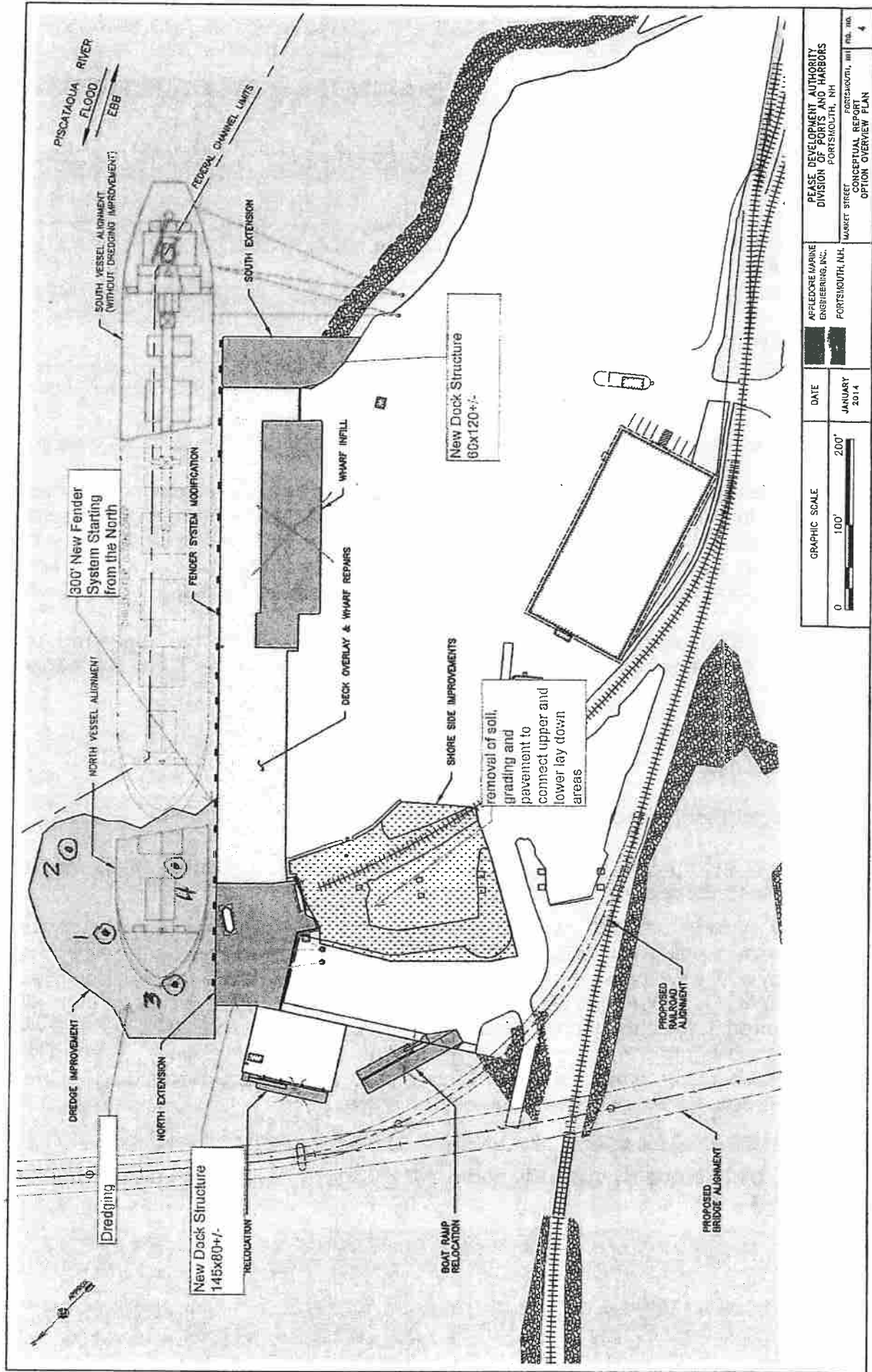
- Bidding/procurement will be performed by NH Port Authority. Ransom Consulting, Inc. will provide assistance during the bid phase to the Port and Project Team as outlined herein.
- As the Prime Consultant for this project, AME will be the primary point of contact for the Port Authority during the bid phase and will be responsible for coordinating with the Project Team to respond to RFIs and issue bid addenda.

Pease Development Authority Improvement Dredging at Main Pier

The PDA is proposing to improve their ship berthing area at the main pier by conducting improvement dredging at the northern end of the pier. The dredged material is expected to be disposed at the Cape Arundel (CA) ocean disposal site located off the southern coast of Maine. Sediment sampling and testing will be needed for the permitting agencies to evaluate suitability for disposal at that location. It is expected that the proposed dredged material will be composed primarily of coarse sediments, mainly sand and gravel. Based on the size of the proposed dredging area it is expected that 4 sediment sampling locations would adequately characterize the dredge area, The sampling would be accomplished using vibracoring equipment. Target sampling depths will be to the expected dredge depth at each location or to refusal if the equipment cannot penetrate to target dredge depths. The collected samples will be subjected to grain size testing to determine the relative amounts of coarse vs fine sediments to assist with determining suitability of disposal at CA without the need for further testing. Excess sample material will be archived at the testing laboratory for potential bulk chemical analyses should the agencies determine that suitability for disposal at CA would also require chemical analysis. It is our preliminary estimate that 2 sets of samples from the 4 locations would be needed for the chemical analyses. The testing and subsequent permit application coordination will be coordinated with the NH DES and U.S. Army Corps of Engineers and the number of test samples adjusted, if needed, at that time.

The budget for accomplishing the above activities except for the coordination with NH DES is summarized in the below table:

TASK	FIXED COSTS	NOTES
1. Sample Collections	\$ 4,800.00	4 samples
2. Grain Size Testing	\$ 500.00	4 samples
3. Chemistry	\$ 1,800.00	2 composite samples
4. Reporting	\$ 350.00	
5. ACOE Coordination	\$ 1,500.00	Assumes individual permit not required
Total Cost	\$ 8,950.00	



AFFLORE MARINE ENGINEERING, INC. PORTSMOUTH, NH.		DATE JANUARY 2014	PEASE DEVELOPMENT AUTHORITY DIVISION OF PORTS AND HARBORS PORTSMOUTH, NH. MARKET STREET CONCEPTUAL REPORT OPTION OVERVIEW PLAN
GRAPHIC SCALE 0 100' 200'		FORSICOUTH, NH. FIG. NO. 4	

December 21, 2016

Mr. Noah J. Elwood, P.E.
Appledore Marine Engineering, Inc.
600 State Street, Suite E
Portsmouth, NH 03801

Re: **MB Hydrographic Survey Services**
NH State Port Authority – Main Berth
555 Market Street, Portsmouth, NH

Dear Mr. Elwood:

CLE Engineering, Inc. is pleased to submit this proposal to Appledore Marine Engineering, Inc. (AME) for the above referenced project. The intent of this proposal is to perform an existing condition multi-beam (MB) hydrographic survey of the project site located at the Main Berth in the NH State Port Authority (NHSPA) in Portsmouth, NH. The project scope was defined by your e-mail dated December 21, 2016.

CLE is a certified women-owned business (WBE). CLE personnel are registered as Professional Engineers in the State of New Hampshire and as Certified ACSM Hydrographers.

Scope of Services:

CLE Engineering, Inc. shall provide the following services:

Task 1 – Multi-Beam (MB) Hydrographic Survey: perform a hydrographic survey for the following Not-to-Exceed cost, including

1. CLE will provide all TWIC certified labor, material and equipment necessary to perform an existing condition hydrographic survey of the Main Berth within the 1,200' by 600' survey area meeting or exceeding methods and accuracies outlined in the USACE Hydrographic Surveying Manual (EM 1110-2-1003). The soundings will be reported in feet and tenths based on Mean Lower Low Water (MLLW). CLE will prepare survey plans in Autocad® ".dwg" format. Hydrographic survey data will be shown in sounding format using the densest practical spacing of soundings. One-foot contours will also be shown in an alternate layer.

CLE will perform a MB bathymetric survey using the following methodologies:

- a) Complete a one (1) day multi-beam 240 kHz survey of the berth area (1,200 ft x 600 ft).

- b) All horizontal control will be computed for the New Hampshire NAD83 State Plane based upon DGPS navigation system having sub-meter accuracy or approved equivalent. Vertical control referenced to the PNS datum will be established using a tide board read at 10 minute intervals or an approved equivalent.
- c) CLE will utilize an echo sounder (Reson SeaBat 7101) to obtain soundings. The echo sounder will have a frequency of 240 kHz, with 150-degree swath coverage. The top of the return signal trace will be the point of interpretation of sounding.
- d) Patch tests shall be conducted for each multi-beam survey and the results used to update configuration data within the survey program. Additionally a physical survey verification, or bar check, will be performed both before and after each multi-beam survey. A digital recording of soundings will indicate a calibration check (bar check) of the nadir soundings. Bar checks will be taken at a minimum of 5 foot intervals.
- e) Sound velocity tests will be at minimum before and after each survey, and whenever changes to water conditions warrant
- f) Swath data shall be logged with a computer using Hypack® Hysweep software.
- g) Hydrographic survey procedures will conform to industry standards meeting or exceeding those in the Corps of Engineers, Hydrographic Manual (EM-1110-2-1003), and other recognized technical manuals.
- h) On-board real-time and post-plot capability will be provided aboard the survey vessel in order to allow the survey crew to evaluate the completeness of survey lines. Any incomplete and inaccurate data will be re-surveyed by CLE.
- i) Copies of field books including level line notes, elevation data, benchmarks, tidal benchmarks, and location of all control will be submitted with the survey plot.
- j) CLE will prepare a report of survey, outlining the procedures and control used to generate the surveys.
- k) Survey log sheets indicating pertinent survey information will be generated for each survey. A record will be made of all data manipulations. All QA/QC test results will be included along with relevant screen dumps of testing as it occurred. Should there be gaps in coverage a full explanation of the conditions leading to this will be provided.
- l) CLE will reduce the survey data utilizing HySweep in order to generate a data set based on a three foot by three foot matrix. Data will be selected from the matrix based on the minimum value within each cell.
- m) A bathymetric plan will be created from a reduced data set based on the three foot by three foot matrix. The data will be reduced by generating larger sized matrix and selecting the minimum value within the new matrix. Data will be color coded by depth. Typical plan sets are plotted on a 1"=40' scale.

- n) Contours will be generated utilizing the entire data set of a three by three foot average value matrix. Contours will be on a one foot interval and added to the bathymetric plan.
- o) CLE will provide ASCII files in XYZ space delimited format for the 3'x3' matrices and the reduced mapping matrix (dimensions to be determined).

Deliverables: Final products will be delivered in the following format:

- a) Bathymetric survey map scaled approximately at 1"=40' of the survey plotted on 24"x36" paper.
- b) Electronic survey data will be collected and copies of the following will be provided in a complete package on CDs:
 - i. Raw data
 - ii. Tide file
 - iii. ASCII Files
 - iv. Copy of the field book
 - v. Any other data or files used for editing
 - vi. Computation report
- c) CLE will provide a report noting any objects depicted in the survey plans that protrude above the maintained berth depth. CLE will make recommendations regarding any need for any visual or physical confirmation and identification of any suspect objects depicted on the plans.

NTE COST for TASK 1 = \$11,950.00 per survey event

Statement of Exceptions:

CLE shall perform all work on this contract in accordance to the following terms:

- a. Scope of work shall be limited to the survey area referenced in this proposal. Additional charges shall apply if the number, size and/or locations and/or stated number of meetings and durations are modified.
- b. AME shall provide a topographic survey plan of the area relative to the PNS datum for all MB survey work. AME shall establish a BM (4 nails w/ tape) on an accessible (CLE vessel) seaward pile or structure near the survey area. CLE has made no provisions for locating shoreline structure or verifying Owner provided survey control, with the exception of locating the front two corners of the pier as required by AME. All work required to locate structures and related facilities and verify survey control, shall be deemed extra work.
- c. **AME will provide three (3) weeks notification for survey.** CLE shall not be responsible for project delays and/or damages caused by the improper scheduling of said surveys.

- d. Prices quoted assume we have sufficient notice to plan our activities to take advantage of favorable weather conditions. CLE has not included contingencies for extremes of weather conditions such as severe icing or seas/waves above two (2') feet in height.
- e. All additional safety training as well as any meetings requested by the client shall be billed at our standard hourly rates.
- f. CLE's MB survey vessel requires a minimum of 8 feet of debris and ice-free water to operate and conduct surveys. CLE has not included contingencies for shallow water surveys and/or extreme weather conditions.
- g. No allowance has been included for delays incurred due to blockages caused by construction barges, recreational vessels, floats, obstructions or moored vessels, nor delays incurred awaiting movement of same, should it be required to perform the surveys.
- h. CLE has assumed there will be reasonable coordination of work schedules to allow access to the survey areas. No allowances have been made for standby or lost travel time caused as a result of berthing facility and/or weather related delays when sufficient notice is not given. Standby time will be charged at a rate of \$350.00 per hour for the hydrographic survey crew.
- i. CLE shall utilize a sub-meter GPS positioning systems for all work related to this project.
- j. CLE shall utilize specified equipment to perform hydrographic surveys for all work related to this project.
- k. Any and all work beyond the scope of this proposal shall be deemed extra work and contracted for prior to the commencement of such work.

Terms & Conditions:

Attached find a copy of our "General Terms and Conditions". If these are acceptable, please sign and date as noted and return with a signed copy of this proposal. Our quote is subject to acceptance within 30 days of the date of this proposal.

Payment:

Our quote is subject to acceptance within 30 days of this date. If this contract is agreeable to you please sign and return a copy of this letter and attached Terms & Conditions along with a Purchase Order in the amount of the contract.

CLE appreciates the opportunity to provide this proposal to Appledore Marine Engineering and we look forward to working with you. Please contact me with any questions.

Yours truly,
CLE Engineering, Inc.



Carlos G. Peña, P.E.
Vice President

Accepted

Date

cc: Susan E. Nilson, P.E.
Michael E. Campagnone, P.E.

RECEIVED FEB 26 2018



CAP 18-003

MICHAEL W. KANE, MPA
Legislative Budget Assistant
(603) 271-3161

CHRISTOPHER M. SHEA, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

February 22, 2018

Geno Marconi, Director
Pease Development Authority
Division of Ports and Harbors
555 Market Street, Suite 1
Portsmouth, New Hampshire 03801

Dear Director Marconi,

The Capital Budget Overview Committee, pursuant to the provisions of Chapter 351:5, Laws of 1991, amended by Chapter 2, Laws of 2013, on February 21, 2018, approved the request of the Pease Development Authority, Division of Ports and Harbors, to amend the expenditure, approved by the Committee September 19, 2017 (CAP 17-028), of not more than \$1,773,028 to an expenditure of not more than \$5,000,000 from the Port Expansion Fund to pay monthly invoices to various vendors for construction work completed on the Functional Replacement of the Barge Dock located at the Market Street Marine Terminal in Portsmouth, NH which will be 100% reimbursed on a per payment basis by the Federal Highway Administration, subject to the conditions as specified in the request dated January 9, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachment



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

PORTSMOUTH, NH – KITTERY, MAINE
15731, A000(909)
Sarah Mildred Long Bridge Replacement
NH Port Property Impacts, Functional Replacement

Bureau of Bridge Design
Room 230
Tel. (603) 271-2731

March 8, 2018

Mr. David R. Mullen
PDA-DPH, Executive Director
Pease Development Authority
555 Market Street
Portsmouth, NH 03801

ATTN: Mr. Geno Marconi

RE: Functional Replacement MOA for PDA-DPH

Dear Mr. Marconi;

Based on Governor and Executive Council approval of Item 26 on March 7, 2018, please accept this as Notice to Proceed for the development of the detailed final design, refined cost estimate, contract documents, competitively bid and construct the port improvements (MOA will be updated and revise through G&C when construction bids are received) phase of the Functional Replacement of the Side Barge Wharf impacted by the replacement of the Sarah Mildred Long Bridge carrying US 1 Bypass over the Piscataqua River between Portsmouth, NH and Kittery, Maine over the Piscataqua River.

Should you have any questions, please feel free to contact me at 271-3921, or via email at Robert.Landry@dot.nh.gov.

Sincerely,

L. Robert Landry, P.E.
Administrator
Bureau of Bridge Design

LRL/lrl

cc: Bill Oldenburg, Assistant Director of Project Development (NHDOT)
Karim Najj, Bridge Engineer, FHWA

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**PROJECT AGREEMENT
FOR THE
SARAH MILDRED LONG BRIDGE REPLACEMENT
FUNCTIONAL REPLACEMENT OF THE NH PORT AUTHORITY SIDE BARGE**

**STATE PROJECT #: 15731
FEDERAL PROJECT #: A000(909)**

THIS AGREEMENT, executed in *triplicate*, is made and entered into this 2nd day of November, 2017, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS (PDA-DPH) of Portsmouth, hereinafter called the "OWNING AGENCY".

WITNESSETH that,

WHEREAS, the Sarah Mildred Long Bridge Replacement project has impacted the side barge wharf at the PDA-DPH Market Street Terminal facility in the city of Portsmouth; and

WHEREAS, the DEPARTMENT and FHWA have determined that a project to functionally replace the side barge wharf is eligible for federal funding; and

WHEREAS, the OWNING AGENCY was offered the choice of being compensated for the direct impacts to the wharf or the Functional Replacement, and chose the Functional Replacement; and

WHEREAS, the DEPARTMENT has an existing project Portsmouth – Kittery 15731 Sarah Mildred Long Bridge Replacement that will be used to fund the Functional Replacement; and

WHEREAS, the Functional Replacement is accepted by the DEPARTMENT and approved by FHWA, federal funds will be used to pay for all eligible costs. Matching funds required will be provided by the DEPARTMENT. The following items and estimated cost totaling \$18.55 million outlined below and detailed in DEPARTMENT correspondence to FHWA dated December 23, 2016 are eligible for federal participation.

Item South Extension to the Main Wharf

1 (Estimated cost \$4,550,000)

Item North Extension to Main Wharf

2 (Estimated cost \$7,300,000)

Item Shore Side Improvements for North Extension of Main Wharf

3 (Estimated cost \$2,550,000)

Item Dredging Improvements in front of the North Extension to Elev -35.0 the plus 1-foot over dredge as is the industry norm.

4 (Estimated cost \$2,350,000)

Item Fender System Modification to the Main Wharf and on the new Extensions

5 (Estimated cost \$1,800,000)

Estimated costs include Design, Permitting, Construction, and Construction Engineering for the above items; and

WHEREAS, all work determined to be outside of the scope of the approved and accepted items detailed above are identified as Betterment. Costs related to Betterment work will be the sole responsibility of the OWNING AGENCY

WHEREAS, the letter to FHWA noted above, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the OWNING AGENCY desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the OWNING AGENCY in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE OWNING AGENCY:

- A. The OWNING AGENCY shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The OWNING AGENCY shall manage the design, environmental study, right-of-way acquisition and construction of the Project. Management responsibilities are described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The OWNING AGENCY shall manage the design, environmental study, and construction of the Project in accordance with "NHDOT's Functional Replacement" policy, dated February 17, 2016.
- D. If the OWNING AGENCY wishes to contract with a consultant service, it must receive prior approval from the DEPARTMENT and FHWA, and follow all Title 23 Federal Aid Requirements. All consultant Agreements and change orders shall be reviewed and approved by the DEPARTMENT and FHWA before Notice to Proceed. Any costs incurred prior to the Notice to Proceed will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.
- E. The OWNING AGENCY shall submit Draft NEPA and Final NEPA documents to the DEPARTMENT for review.
- F. The OWNING AGENCY shall also submit 60% completed plans, specifications, and estimates to the DEPARTMENT for review.
- G. The OWNING AGENCY shall receive written approval to advertise from the DEPARTMENT prior to advertising the project for construction bidding.
- H. The OWNING AGENCY shall submit bid results and a recommendation to award to the DEPARTMENT and FHWA for concurrence. DEPARTMENT and FHWA will review the documents and provide approval to the OWNING AGENCY prior to acceptance and Notice to Proceed is provided to the Contractor. Any costs incurred prior to DEPARTMENT and FHWA approval will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.

- I. The OWNING AGENCY shall submit completed plans, specifications, and estimates to the DEPARTMENT and FHWA for review and approval. Advertising for bids and letting of the contract to construct the Functional Replacement may follow the general procedures utilized by the OWNING AGENCY, if acceptable to the DEPARTMENT and FHWA. The OWNING AGENCY shall assign or engage through contract a Clerk of the Works to oversee Construction. The DEPARTMENT will be responsible for periodic on-site inspections to note any changes from the approved plans and to ensure that betterments that were not approved as items in the Functional Replacement agreement are not included at FHWA or DEPARTMENT cost.
- J. If, during design or construction, change orders are needed, the OWNING AGENCY shall timely submit the documents supporting the change to the DEPARTMENT. The DEPARTMENT will transmit all change orders to FHWA for review and approval.
- K. The OWNING AGENCY shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the AGREEMENT. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the AGREEMENT, as well as backup information to support the charges. The OWNING AGENCY shall certify that the invoices properly represent payment for work that has been completed and paid for by the OWNING AGENCY.
- L. The OWNING AGENCY is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the OWNING AGENCY with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- M. DELETED (PDA-DPH, an agency of the State of NH cannot indemnify another State agency)
- N. Non-Discrimination:
1. The OWNING AGENCY agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the OWNING AGENCY receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the OWNING AGENCY for the period during which Federal financial assistance is extended.
 2. The OWNING AGENCY hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:

- a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
- b. That the OWNING AGENCY shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The OWNING AGENCY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
- c. That the OWNING AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The OWNING AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the OWNING AGENCY of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
- d. That the OWNING AGENCY shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The OWNING AGENCY shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- O. If there is a default of any nature to this AGREEMENT, the OWNING AGENCY shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

- P. Notwithstanding anything in this Agreement to the contrary, all obligations of the OWNING AGENCY, including without limitation, the obligation to make any payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the OWNING AGENCY be liable for any payments in excess of such available appropriated funds.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:


- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse 100% of eligible costs to the OWNING AGENCY after receipt and approval of properly documented invoices that have been certified by the OWNING AGENCY as properly representing work eligible under the Functional Replacement Agreement that has been completed and paid for by the OWNING AGENCY.
- C. The DEPARTMENT will perform review and oversight on the replacement project to insure compliance with the Agreement, including the following elements:
 - a. Site selection,
 - b. Replacement facility plans and specifications,
 - c. Contract documents,
 - d. Progress inspections during construction, and
 - e. Final inspection at completion.
- D. If, during design or construction, change orders are needed, the DEPARTMENT shall be responsible for review of the change(s) to ensure that betterments are not included at project cost. DEPARTMENT will transmit all changes orders to FHWA for review and approval.
- E. The DEPARTMENT shall use its best efforts to obtain FHWA approval necessary to issue a Notice to Proceed for award of contracts to complete the Functional Replacement.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE OWNING AGENCY:

- A. That the OWNING AGENCY will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so. Any costs incurred prior to the notice to proceed will not be eligible for reimbursement and will be the responsibility of the OWNING AGENCY.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth on page 1 of this Agreement. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the OWNING AGENCY under this AGREEMENT in excess of the estimated amounts detailed in each Item unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.

- C. That the OWNING AGENCY shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the OWNING AGENCY agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within six (6) years after the date of the Agreement approval by G&C, unless earlier terminated as provided herein. The OWNING AGENCY may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The OWNING AGENCY is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the OWNING AGENCY will attend a meeting with the DEPARTMENT's representative and FHWA after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The OWNING AGENCY will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the OWNING AGENCY. Such termination shall relieve the DEPARTMENT and the OWNING AGENCY from obligations under this AGREEMENT after the termination date.

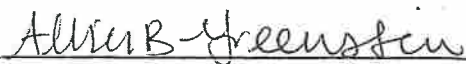
**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**


By: 
 Commissioner
 Department of Transportation

**PEASE DEVELOPMENT AUTHORITY,
DIVISION OF PORTS AND HARBORS**

By: 
 Title: Executive Director

Authorized to enter into Agreement as
 approved by Governor & Council on
MAR 07 2018

Assistant Attorney General



DEPUTY SECRETARY OF STATE

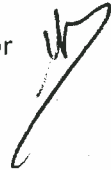
MOTION

Director Preston:

In accordance with the recommendation of the PDA Finance Committee, the PDA Board of Directors hereby approves of and authorizes the write-off of an accounts receivable for barge and crawler cranes associated with the Memorial Bridge construction project in the total amount of \$2,703.60; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated March 29, 2018, attached hereto.

N:\RESOLVES\2018\DPH-Write Off 0418.docx

Date: March 29, 2018
To: PDA Finance Committee
From: Geno Marconi, Port Director
Subject: Accounts Receivable



The Division has been carrying an outstanding balance of \$2,703.60 on invoices (4) originally billed to Archer Western Contractors for Wharfage, Security and storage of two (2) crawler cranes associated with the construction of the Memorial Bridge in 2012. Archer Western was billed these invoices due to an error by the Division as the barge and crawler cranes, although associated with the bridge project, were not Archer Western's but another company associated with the project.

Therefore, due to the length of time and the error by the Division, the Division requests that the PDA Finance Committee recommends that the PDA Board write off the debt.

MOTION

Director Allard:

The Pease Development Board of Directors hereby approves the re-adoption to Administrative Rules Pda 400 HARBOR MASTERS.

Further, the Board authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated April 12, 2018, attached hereto.

N:\RESOLVES\2018\DPHAdminRules--Readopt 0418.docx

Date: April 12, 2018
To: Pease Development Authority, Board of Directors
From: Geno Marconi, Director 
Subject: Administrative Rules; Pda 400 HARBOR MASTERS

In accordance with RSA 12-G:42, (b) the Pease Development Authority (“PDA”), acting through its Division of Ports and Harbors, shall adopt rules pursuant to RSA 541-A, relative to HARBOR MASTERS. The Administrative Rules Chapter Pda 400-HARBOR MASTERS (“Pda 400 Rules”) became effective January 1, 2011 and therefore will expire December 31, 2018, in accordance with RSA 541-A:17, I, no rule shall be effective for a period longer than eight (8) years.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 400 Rules, to the Division of Ports and Harbors Advisory Council (“Council”) for consideration at the Council’s meeting on April 20, 2018. The Council voted to recommend that the PDA approve the proposed readoption of the Pda 400 Rules with no changes.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve and submit a Notice of Intent to readopt Pda 400 Rules as presented pursuant to RSA 541-A:6. Please note that the rules process does include ample opportunity for public hearings and comments.

NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES

CHAPTER Pda 400 HARBOR MASTERS

PART Pda 401 DEFINITIONS

Pda 401.01 "Channel", except as used in Pda 402.05(b), means the deeper part of a river, harbor or estuary, whether naturally occurring or maintained by the state or the United States Department of the Army Corps of Engineers, and which is kept open for navigation and other purposes, including mooring fields, dredging, or navigation aids.

Source. #7848, eff 3-8-03; ss by #9829, eff 1-1-11

PART Pda 402 DUTIES

Pda 402.01 Duties of Chief Harbor Master. The chief harbor master, subject to the supervision of the authority and the division director, shall:

- (a) Perform the duties listed in RSA 12-G:50, I;
- (b) Supervise the deputy chief harbor master, harbor masters and assistant harbor masters; and
- (c) Assign harbor areas to harbor masters in accordance with Pda 402.05.

Source. #7848, eff 3-8-03; ss by #8147, eff 8-28-04; ss by #9829, eff 1-1-11

Pda 402.02 Duties of Deputy Chief Harbor Master. The deputy chief harbor master shall:

- (a) Perform the duties listed in RSA 12-G:50, II;
- (b) Assist the chief harbor master in the performance of the chief harbor master's duties, as assigned by the authority, the division director, or the chief harbor master; and
- (c) Keep such records as required by the division relating to duties performed under Pda 500.

Source. #7848, eff 3-8-03; ss by #8147, eff 8-28-04; ss by #9829, eff 1-1-11

Pda 402.03 Duties of Harbor Masters. A harbor master shall:

- (a) Perform the duties listed in RSA 12-G:50, III;
- (b) Assist the chief harbor master or the deputy chief harbor master in the performance of the chief harbor master's or deputy chief harbor master's duties, as assigned by the authority, the division director, the chief harbor master or the deputy chief harbor master; and
- (c) Keep such records as required by the division relating to duties performed under Pda 500.

Source. #8147, eff 8-28-04; ss by #9829, eff 1-1-11

Pda 402.04 Duties of Assistant Harbor Masters. An assistant harbor master shall:

- (a) Assist the chief harbor master, the deputy chief harbor master, or any harbor master in the performance of the chief harbor master's, deputy chief harbor master's or harbor master's duties, as assigned by the division director, the chief harbor master, or the deputy chief harbor master;

NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES

(b) Notify the chief harbor master, the deputy chief harbor master, or a harbor master of any violations of any provision of RSA 12-G or the rules of the authority adopted under RSA 12-G; and

(c) Keep such records as required by the division relating to duties performed under Pda 500.

Source. #8147, eff 8-28-04; ss by #9829, eff 1-1-11

Pda 402.05 Assignment of Harbor Areas. The chief harbor master shall designate a harbor master for each of the following areas for the purposes of administration and enforcement of RSA 12-G and Pda 400:

(a) The Portsmouth area, which shall include that portion of Portsmouth Harbor lying within Little Harbor, Sagamore Creek, the Piscataqua River within the boundaries of the state to the I-95 Bridge and seaward to a line from Odiorne's Point to flashing buoy no. 2;

(b) The Back Channel area, which shall include the body of tidal waters between the 2 New Castle bridges, so-called, and Goat Island and Shapleigh Island to the north, and the Wentworth Hotel bridges, so-called to the south, the body of water being bordered by the town of New Castle to the east, and Sagamore Creek to the Sagamore bridge, the city of Portsmouth and the town of Rye to the west;

(c) The Great Bay and Little Bay area, which shall include all state tidal waters within the boundaries of the state from the I-95 Bridge to waters of Great Bay and waters adjacent to the towns of Dover, Durham, Newmarket, Newfields, Exeter, Stratham, Greenland, and Newington;

(d) The Rye area, which shall include Rye Harbor, including the navigable channel from the entrance of Rye Harbor seaward to whistle buoy 1B, and that portion of state tidal waters adjacent to the Town of Rye lying landward of a line 200 yards from the shore;

(e) The Gosport Harbor/Isles of Shoals area, which shall include that portion of Gosport Harbor within the boundaries of the state;

(f) The Hampton area, which shall include Hampton harbor, including the waters of Hampton River and seaward from the Hampton - Seabrook bridge to gong buoy no. 4; and

(g) The Seabrook area, which shall include Seabrook Harbor, including the waters of the Blackwater River.

Source. #7848, eff 3-8-03; renumbered by #8147 (formerly Pda 402.03); ss by #9829, eff 1-1-11



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, MARCH 14, 2018

PRESENT: Roger Groux, Vice-Chairperson
Erik Anderson
Brad Cook
Chris Holt
Ned Raynolds
Geno Marconi, Director, DPH

ABSENT: Don Coker
Chris Snow
Jeff Gilbert

1. CALL TO ORDER

Vice Chairman R. Groux called the meeting to order at 6:05 p.m.

2. APPROVE MINUTES

Brad made a motion to accept the February 14, 2018 minutes, Erik 2nd. The minutes were unanimously approved.

3. FINANCE REPORT

Director commented that we are still in the black. He commented on the operating income for the Harbor Management account showing a deficit which is due to the fact that the mooring permit renewals are not fully completed (March 15 is the deadline) and this report only covers the 7 month period through January 31, 2018. The report ending on March 31st will have a better picture. Erik asked about the revenue stream from Cianbro, Director reminded all that the revenue stream was through ME DOT which ended in Dec 2017. The revenue we have and are still receiving from Cianbro are charges for extra security and utilities. Cianbro is working on DOT property as they have control over that property, Director showed a visual on the property map. Director gave an update on the Functional Replacement of the Barge Dock, he reported the Governor & Council approved the expenditure which is 100% reimbursable by Federal Highway. We are waiting on our Notice to Proceed, will then need to get a proposal from our on call engineering company, Appledore, do an independent government estimate, get a financial proposal, then send the entire packet to federal highway for their final approval at which point we will receive a Notice to Proceed for Appledore to proceed with engineering, permit and design. This process could take a few more months. Chris H. asked about sending the engineering job out for bid, and Director explained that back in May-June 2017 the Division did a Request for Qualifications to hire an on call engineering company to allow the Division to be able to act quicker on projects. Roger asked if the cost of the generator (for the fish pier) was on this (financial) report, no, since the invoice was paid in February it won't show up until the next report. Discussion regarding the final outcome of the generator ensued. Director indicated the generator was pulled out the week following the last council meeting, the total bill was over \$7000. Roger then asked about the status of the electrical upgrade...which moves us into the Director's report.

4. DIRECTOR'S REPORT

Director reported on the status of the electrical work at the Commercial Fish Pier, he received a report from the contractor Yates Electric and shared the following:

- The 2" under the pier has been installed up to the general area of the cabinets.
- The 100 amp SS switch is installed on the Ice House and one length of 2" conduit has been stubbed up.
- The Electric room work has been started.
- The panel interiors are on site. SS panel tubs are not.
- Calbrite order of SS boxes, covers, hubs and pipe nipples are on site.
- The SS pier cabinets, wireways and boxes are due to be on site 3/19.
- The contractor is presently off site until 3/16. We will start back up then and with the arrival of the SS cabinets on the 19th, will have plenty to do at that point.
- There was discussion and in the end he let the council know the project should be completed around April 15th.

Director let the council know that several Pda rules are due to expire within the next year, they will be presented with the task of reviewing the rules prior to the Division submitting them to PDA Board.

Director presented the items that are on the PDA Board agenda for March 15, with this the council had discussions on the following topics:

- Commercial mooring transfers
- Foreign Trade Zone, Alternate Site Framework
- ROE for SPS-bridge work on the Rt. 1 Hampton/Seabrook bridge, SPS will use the Hampton property to stage a barge for work on the bridge
- Amendment to ROE for Star Island to build a storage shed on the Burge Wharf
- Update on the INFRA grant for the rehabilitation to the existing pier and should hear about the DOT awards around June 1st.
- Approval from Capital Budget Overview Committee to use the Pier Maintenance Fund to pay invoices (100% reimbursed by FHWA)

Roger asked about the situation with the bridge regarding the wavy ropes, suggested preliminary investigation on protocol for a hypothetical situation when they replace the cables, the bridge will be in the down (for traffic flow but restricting marine flow) position while they are replacing the cables and it will reportedly take 2 weeks for the replacement. If this happens in winter it could affect the fuel companies up the river and lead to a shortage of fuel oil for their customers. Discussion ensued. Director will look into this.

Director introduced Councilor Ned Reynolds from the City of Portsmouth.

5. COMMITTEE REPORTS

Fisheries

Erik reported that there hasn't been a lot of activity recently, not only due to the weather. He also described how the fishing fleets operate under regulations set by the federal government and sectors are formed from there. NH is represented by Sector 11 which is having financial problems, mainly due to the

diminished landings as this directly affects the Sectors revenues. Each member of the sector is required to comply with the regulations.

Erik reported there were a variety of Fish and Game regulations that were discussed in Concord recently, one of them was that you are now prohibited to harvest seaweed at night.

Fish and Game commission may have a change in leadership due to the Governor nominating Paul McInnis for the Coastal Commissioner over Fred Clews. The vote for confirmation by Governor and Council will be Wednesday March 21, 2018.

Government

Councilor Ned Reynolds was in attendance as the new designee of the Mayor of the City of Portsmouth. Ned introduced himself and gave the council a bit of his background, this is his 2nd time around with the council, he is a graduate of the Coast Guard Academy and retired from the Coast Guard reserves in 2007, so he brings some experience with him and he is glad to be here. Director invited Ned to come by anytime and he would bring him up to speed and give him a tour as there is a lot going on. Erik commented that he believes the port marine issues historically don't get a lot of attention at the city council meetings and hopes that Ned keeps visibility and discussions open at the city level. Ned believes there is strong support at the city government level and they recognize the importance of a working port. If there is anything he can do for the Council don't hesitate to let him know. Roger further reiterated that in the past there have been folks that have proposed alternative uses for the port, he stressed the strategic importance of the navigable river at the port, he wants the city to be aware of the importance of keeping it a working port for the citizens of NH as the scope goes way beyond the city and extend out to the state. Director also spoke to the liquid asphalt and salt that comes through this port to support the functions of the state. Director mentioned he is giving a presentation on the harbor and how it affects the rest of the state for an advisory committee that his is on. Ned recommended the Director bring his power point presentation to a future Portsmouth Council meeting in an effort to educate the new council members on the importance. More discussion ensued and all are looking forward to working together with Ned.

Moorings

Chris S was not in attendance. Director spoke on this topic and reminded all that the deadline for late permit renewals is tomorrow (March 15) after that folks will have to reapply for the permit.

PDA Liaison

Nothing to add, PDA board did not meet in February.

Maritime/Public Affairs

- The SSV Oliver Hazard Perry is coming in July
- The commissioning of the USS Manchester will happen on May 26, the ship will be here from May 21-26th
- Maritime Day is May 18th at the Coast Guard station, put on by the Propeller Club and council is invited
- Roger indicated the Propeller Club is soliciting for members

Dredging

Chris H reported, he received an email from the Army Corp which is looking for applications and nominations for a non-federally sponsored pilot program regarding removing dredging spoils from the river. He read off a list of items that they are looking for and the applications were due this past Monday

(12th). Erik asked how the conditions are on the Seabrook side, Director indicated they are not getting better and it all comes down to money, Chris indicated most of the money goes to the larger ports first as it's based on where the money comes from, the bigger ports generate the most money therefore that seems to be where the money goes back to.

Recreational Piers

Brad spoke to the fact that Haddock season opens on April 15th (subject to change) so charters may be starting up. Cod fishing is a done deal for this year from his understanding. The March 1st storm hit Rye pretty good and caused flooding in most of the shacks in Rye so there will be repairs going on. He said the floats were moved around the parking lot and asked about the fuel system. Director explained that Lakes Region Environmental will be down to do an assessment. Friday (9th) he was going to meet with FEMA however, that was postponed due to the snow, they will be coming down as soon as possible to assess the damage in Rye. Director explained there was a lesson learned at this storm, going forward anyone with floats will have to put concrete jersey barriers.

6. NEW BUSINESS

No new business

7. OLD BUSINESS

By-Laws: Roger brought up the question of the quorum, specifically he is trying to clarify the difference between the appointed members and the members that are there by virtue of their position and who can vote and what the actual number for a quorum should be there was plenty of discussion. Director will seek advice from PDA legal regarding the question. Erik suggested clarifying each time the word council is mentioned throughout the document to differentiate between the Advisory or the Governor's Council. Also, the annual meeting section should be modified to give some flexibility with the date of the meeting, maybe add the wording "on or about at the discretion of the council". Thirdly, duties of officers, Section 1, change the word "mission" to "objectives" to be consistent with the rest of the document. The council decided to hold off on a full review of the By-Laws until the next meeting.

Director asked if anyone had a chance to review the website and if they had any suggestions. Chris suggested a promotional video, no other comments.

Roger explained a little about the Foreign Trade Zone to Ned and recommend he try to learn a bit more about that aspect of the business. Roger also spoke about the Bascule Bridge and brought him up to date on the Council's position with that project.

8. PUBLIC COMMENT

There were no members of the public present.

8. PRESS QUESTIONS

No members of the press were present.

9. ADJOURNMENT

Erik motioned to adjourn, Chris seconded. All were in favor, 7:50 P.M.

MOTION


Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with Albany Safran Composites, LLC of Rochester, New Hampshire, and to execute an Agreement for the use of a portion of Foreign Trade Zone No. 81 to operate their facility at 85 Innovation Drive, Rochester, NH, in Foreign-Trade status, subject to final approval by the US Department of Commerce Foreign Trade Zones Board; and in accordance with the Memorandum of Geno J. Marconi, Division Director, dated April 11, 2018, attached hereto.

N:\RESOLVES\2018\DPH AlbanySafran 0418.docx

Date: April 11, 2017

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Director 

Subject: Foreign-Trade Zone #81, Albany Safran Composites, LLC., Rochester, NH

Albany Safran Composites, LLC. ("ASC LLC") has submitted to the U.S. Department of Commerce Foreign-Trade Zones Board ("FTZ BOARD"), a Production Notification (attached) to establish their facility located at 85 Innovation Drive, Rochester, NH as a Foreign-Trade Zone Site to operate under the Pease Development Authority's "Grant of Authority" issued to the New Hampshire Port Authority in 1983. A copy of that Grant of Authority and application is attached. With the merger of the New Hampshire Port Authority and the Pease Development Authority ("PDA"), the PDA became the GRANTEE of Foreign-Trade Zone #81 ("FTZ #81") in accordance with RSA 12-G. The PDA requires all FTZ #81 users and operators to enter into an agreement with the PDA setting forth the terms and conditions to conduct FTZ activities under the PDA Grant of Authority.

Additionally, because ASC LLC is not located in a designated "Site" and because the Division has submitted an application to the Foreign-Trade Zones Board to amend the Zone Project from a Traditional Site Framework (TSF), with designated sites, to an Alternates Site Framework (ASF) which is more inclusive of New Hampshire (map attached), ASC LLC will be requesting a minor boundary modification from the FTZ Board to "bridge" between the TSF and the ASF projects.

Foreign-Trade Zones are areas, designated by the FTZ Board and under the supervision of U.S. Customs and Border Protection ("USCBP"). For the purpose of assessment and collection of Customs Duties, merchandise in a Foreign-Trade Zone is considered to be outside the commerce of the United States and therefore Customs Duties are not payable while that merchandise is inside a designated FTZ. This benefit provides financial incentive to companies to be competitive in the international market thereby creating jobs and stimulating the economy here in New Hampshire.

The Division of Ports and Harbors recommends that the PDA Authority Board of Directors authorize the Executive Director to enter into this agreement with ASC LLC., upon final approval by the FTZ Board, for Albany Safran, LLC. to operate their facility at 85 Innovation Drive, Rochester, NH, in Foreign-Trade status.

ROCKEFELLER GROUP

April 5, 2018

Mr. Andrew McGilvray
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW, Room 21013
Washington, DC 20230

**Re: Production Notification for ASC LLC
Foreign-Trade Zone ("FTZ") #81**

Dear Mr. McGilvray:

On behalf of Albany Safran Composites LLC ("ASC LLC"), we hereby submit this Production Notification ("notification") for the company's manufacturing plant located at 85 Innovation Drive, Rochester, Strafford County, NH 03867. A minor boundary modification application will be submitted separately to obtain FTZ designation of the site.

ASC LLC manufactures composite aerospace parts including fan blades, fan cases and spacers. The parts are currently manufactured for sale to a related entity, Safran Aerospace Composites LLC, for use in commercial aircraft engines. The only foreign-status raw material to be used in the production process is resin. Activities at the proposed zone site will include receipt, storage, testing, marking, labeling, manufacture/production and shipment of aerospace engine parts and the materials used to make aerospace engine parts.

This notification is submitted in accordance with 15 CFR §§400.14(a), 400.22 and 400.37, as well as the Foreign-Trade Zones Board's guidelines located at <http://ia.ita.doc.gov/ftzpage/formats/mfg-application.html>.

We respectfully request your timely review and approval of this notification. Thank you for your consideration.

Sincerely,



Rebecca Williams
Managing Director

Enclosure

cc: Mr. John Macisso, Albany Safran Composites LLC
Mr. Curtis Daigle, U.S. Customs & Border Protection, Manchester Airport, NH
Mr. Geno J. Marconi, Pease Development Authority, Division of Ports and Harbor

Production Notification



Albany Safran Composites LLC

FTZ #81

Company and FTZ Site(s)

1. State a) the FTZ user (company for whose benefit the activity would be conducted) and b) the zone/subzone locations (including site numbers) at which the activity would be conducted.

Albany Safran Composites LLC
FTZ #81
85 Innovation Drive
Rochester, NH 03867

An application will be submitted to the U.S. Foreign-Trade Zones Board requesting FTZ designation of the above-referenced address.

Proposed Activity

2. Provide a short summary (generally no more than a few paragraphs) of the activity that you propose to conduct under FTZ procedures.

Albany Safran Composites LLC manufactures composite aerospace parts including fan blades, fan cases and spacers for aircraft engines. The parts are currently manufactured for sale to a related entity, Safran Aerospace Composites LLC, for use in commercial aircraft engines.

The manufacturing process consists primarily of three steps:

1. Proprietary 3D Weaving: 3D reinforced composites are composite structures that are reinforced in multiple directions, including the through-thickness direction. This means that unlike conventional laminated composites (which are usually only reinforced in the plane of the laminate) or metallic alternatives, 3D engineered composites can exhibit varied material properties throughout a single component.
2. Resin injection and curing: Resin transfer molding produces parts to net shape with good surface finish, low void content and required levels of fiber volume.
3. The molded parts are cured in an oven.

The only foreign-status raw material to be used in the FTZ production process is resin. Albany Safran Composites LLC does not seek to use foreign-status carbon fiber in FTZ production activities.

Activities at the zone site will include receipt, storage, testing, marking, labeling, manufacture/production, and shipment of resin and other materials to make aerospace engine parts.

Products and Components

3. Are any of the listed foreign-status component/inputs subject to a trade-related measure or proceeding (such as an AD/CVD order or proceeding, suspension of liquidation under AD/CVD procedures, or Section 201/204/232/337/421 investigations)? If yes, explain.

The foreign-status input to be used in FTZ production activities is not subject to trade-related measures or proceedings such as AD/CVD orders or proceedings, suspension of liquidation under AD/CVD procedures, or Section 201/204/232/337/421 investigations.

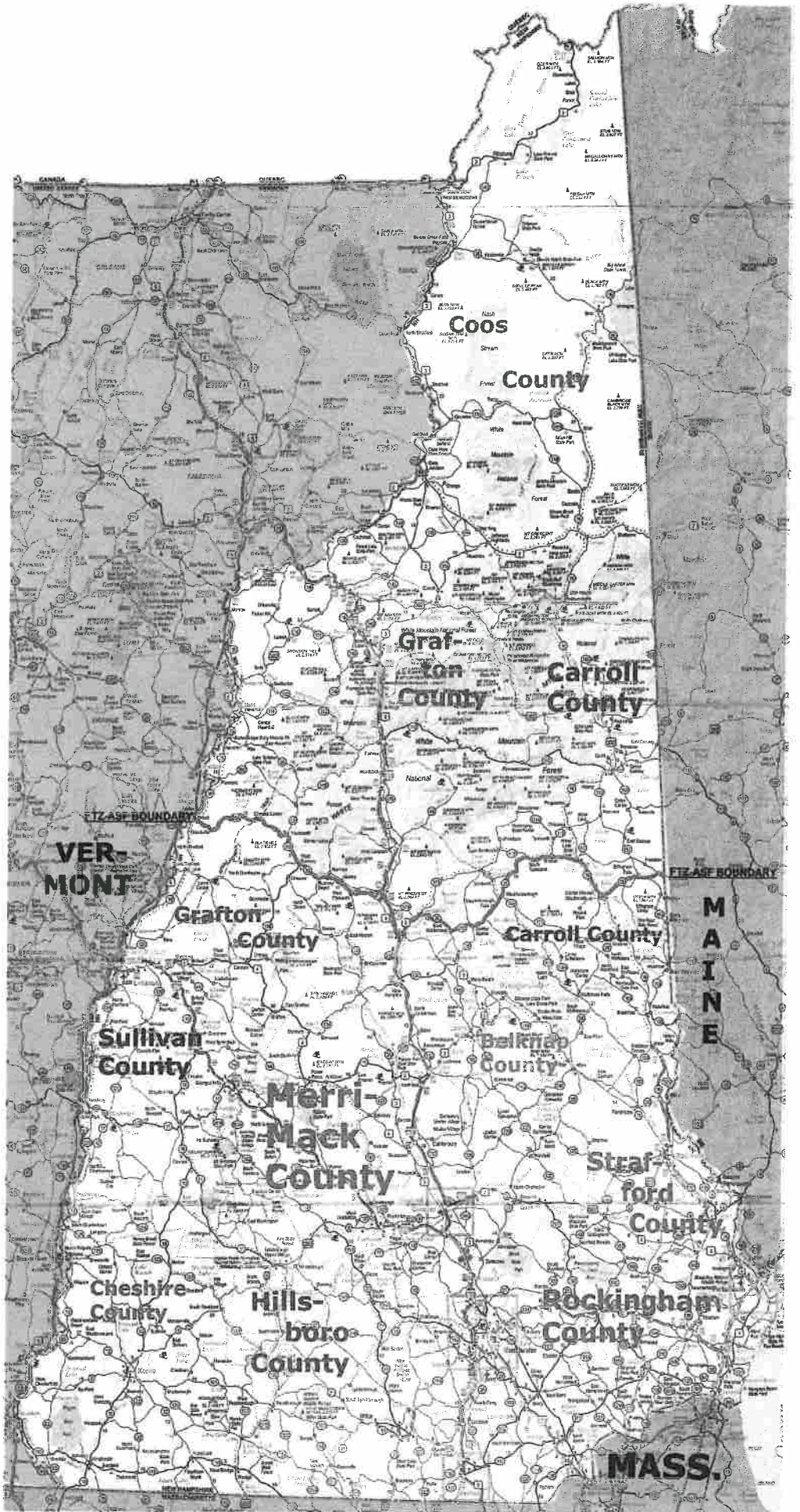
4. Using the tables that follow (inserting additional rows, as needed), list the finished products and foreign-status components/inputs that you propose for production under FTZ procedures.

Finished Products:

Physical Description (not HTSUS description)	HTSUS No.	Duty Rate
Carbon Fiber Composite Fan Blades for Aircraft Engines	8411.91	Free
Carbon Fiber Composite Fan Cases for Aircraft Engines	8411.91	Free
Carbon Fiber Composite Spacers for Aircraft Engines	8411.91	Free

Foreign-Status Components:

Physical Description (not HTSUS description)	HTSUS No.	Duty Rate
Epoxide Resins	3907.30	6.1%



FOREIGN-TRADE ZONES BOARD
WASHINGTON, D. C.

GRANT

TO ESTABLISH, OPERATE, AND MAINTAIN
A FOREIGN-TRADE ZONE IN
PORTSMOUTH, NEW HAMPSHIRE,
AND A SUBZONE IN
NASHUA AND MERRIMACK, NEW HAMPSHIRE

WHEREAS, by an Act of Congress approved June 18, 1934, an Act "To provide for the establishment, operation, and maintenance of foreign-trade zones in ports of entry of the United States, to expedite and encourage foreign commerce, and for other purposes" as amended (19 U.S.C. 81a-81u) (the Act), the Foreign-Trade Zones Board (the Board) is authorized and empowered to grant to corporations the privilege of establishing, operating, and maintaining foreign-trade zones in or adjacent to ports of entry under the jurisdiction of the United States;

WHEREAS, the Board's regulations (15 C.F.R. 400.304) provide for the establishment of a special-purpose subzone when existing zone facilities cannot serve the specific use involved, and where a significant public benefit will result;

WHEREAS, the New Hampshire State Port Authority (the Grantee) has made application (filed January 22, 1982) in due and proper form to the Board, requesting the establishment, operation, and maintenance of a general-purpose foreign-trade zone in Portsmouth, New Hampshire, within the Portsmouth Customs port of entry, and a special-purpose subzone at the Nashua and Merrimack plants of Nashua Corporation, adjacent to the Lawrence Customs port of entry;

WHEREAS, notice of said application has been given and published, and full opportunity has been afforded all interested parties to be heard; and,

WHEREAS, the Board has found that the requirements of the Act and the Board's regulations (15 C.F.R. Part 400) are satisfied;

NOW, THEREFORE, the Board hereby grants to the Grantee the privilege of establishing, operating, and maintaining a foreign-trade zone and a special-purpose subzone, designated on the records of the Board as Zone No. 81 and Subzone No. 81A at the location mentioned above and more particularly described on the maps and drawings accompanying the application in Exhibits IX and X, subject to the provisions, conditions, and restrictions of the Act and the regulations issued thereunder, to the extent as though the same were fully set forth herein, and also to the following express conditions and limitations:

Activation of the foreign-trade zone and subzone shall be commenced by the Grantee within a reasonable time from the date of issuance of the grant, and prior thereto the Grantee shall obtain all necessary permits from Federal, State, and municipal authorities.

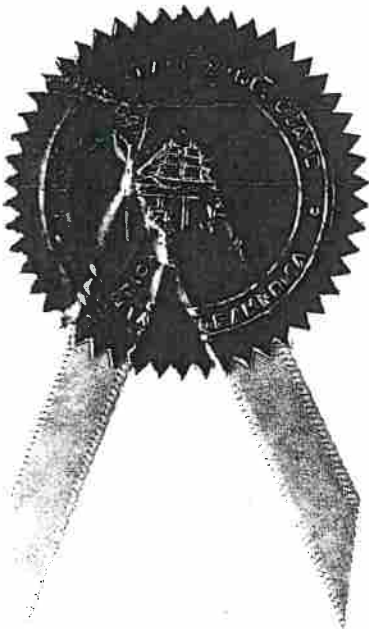
The Grantee shall allow officers and employees of the United States free and unrestricted access to and throughout the foreign-trade zone and subzone sites in the performance of their official duties.

The Grantee shall notify the Executive Secretary of the Board for approval prior to the commencement of any manufacturing operations within the zone or subzone not described in the application.

The grant shall not be construed to relieve the Grantee from liability for injury or damage to the person or property of others occasioned by the construction, operation, or maintenance of said zone, and in no event shall the United States be liable therefor.

The grant is further subject to settlement locally by the District Director of Customs and the Army District Engineer with the Grantee regarding compliance with their respective requirements for the protection of the revenue of the United States and the installation of suitable facilities.

IN WITNESS WHEREOF, the Foreign-Trade Zones Board has caused its name to be signed and its seal to be affixed hereto by its Chairman and Executive Officer at Washington, D.C. this 20th day of January 1983, pursuant to Order of the Board.



FOREIGN-TRADE ZONES BOARD

Markohn Balding

Chairman and Executive Officer

ATTEST:

[Signature]
Executive Secretary

MOTION

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

Director Loughlin:

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

1. NHRSA 91-A:3, Paragraph II(d) for the consideration of the acquisition, sale or lease of property.
2. NHRSA 91-A:3, Paragraph II(a) the dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted;
3. NHRSA 91-A:3, Paragraph II(b) for the purpose of discussing the hiring of a public employee;
4. 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.

Note: Roll Call vote required.

MOTION

Director Allard:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its April 20, 2018 meeting related to:

1. Leasing of property;
2. Dismissal, promotion or compensation of public employee;
3. Hiring public employee; and
4. Litigation

would, if disclosed publically, a) render the proposed actions ineffective; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Executive Committee the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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